

Regular Council Meeting Agenda

Date: Tuesday, March 25, 2025, 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 - March 11, 2025

Recommendation

Moved by _____

Seconded by _____

That the minutes of the Regular Meeting of Council, as were delivered to the Members, **be adopted.**

I. Supplementary Agenda Adoption

Recommendation

Moved by _____

Seconded by _____

That the supplementary items added to the Regular Meeting agenda regarding the Notice of Motion on the Housing Accelerator Fund Initiative 1 **be approved.**

J. Consent Agenda Items

- 1. LCS-2025-08 Tecumseh Ribfest – Municipal Significance 19 - 25
- 2. PWES-2025-23 2024 CLI-ECA Tecumseh Annual Performance Reports Sewage Collection and Stormwater Management Systems 26 - 98

Recommendation

Moved by _____

Seconded by _____

That Reports LCS-2025-08 Tecumseh Ribfest - Municipal Significance and PWES-2025-23, 2024 Town of Tecumseh CLI-ECA Annual Performance Reports, Municipal Sewage Collection & Stormwater Management Systems **be received and that the respective recommendations noted in the reports be approved.**

K. Delegations

- 1. 2025 Tecumseh Citizen Satisfaction Survey

Re: Nik Nanos, Nanos Research

- a. TCS-2025-02 2025 Citizen Satisfaction Survey 99 - 139

Recommendation

Moved by _____

Seconded by _____

That the final report from Nanos Research Inc. summarizing the results of the 2025 biennial Citizen Satisfaction Survey, **be received.**

L. Communications

1. For Information:
 - a. County of Essex dated March 7, 2025 140 - 140
Re: Border Mayors Alliance 2025 Funding
 - b. County of Essex dated March 19, 2025 141 - 143
Re: Fresh Water Protection and Agreements
 - c. Western Ontario Wardens Caucus dated March 18, 2025 144 - 145
Re: Tariff Response
 - d. Municipality of Chatham-Kent dated March 7, 2025 146 - 147
Re: Impacts on Tariffs

Recommendation

Moved by _____

Seconded by _____

That Communications - For Information A through D as listed on the Tuesday, March 25, 2025 Regular Council Agenda, **be received.**

2. For Action:

M. Update from County Council and Boards

N. Committee Minutes

1. Tecumseh Accessibility Advisory Committee - February 27, 2025 148 - 150

Recommendation

Moved by _____

Seconded by _____

That the minutes of the February 27, 2025 meeting of the Tecumseh Accessibility Advisory Committee as were delivered to the members, **be accepted.**

O. Reports

1. Financial Services

- a. FS-2025-04 Statement of Remuneration and Expenses Paid in 2024 151 - 155

Recommendation

Moved by _____

Seconded by _____

That Report FS-2025-04 Statement of Remuneration and Expenses Paid in 2024 be received.

- b. FS-2025-06 Tecumseh Response to U.S. Tariffs on Canadian Exports 156 - 161

Recommendation

Moved by _____

Seconded by _____

That Report FS-2025- 06 entitled “Tecumseh Response to U.S. Tariffs on Canadian Exports” be received;

And that Options 1, 2 and 3 outlined in Report FS-2025-06 for a Tecumseh response to U.S. Tariffs be endorsed;

And further that Administration report back to Council with further measures as they develop.

2. Legislative & Clerk Services

- a. LCS-2025-09 Appointments to the Lakeshore-Tecumseh Inter-Municipal Committee 162 - 165

Recommendation

Moved by _____

Seconded by _____

That Report LCS-2025-09 entitled “Appointments to the Lakeshore-Tecumseh Inter-Municipal Committee” be received;

And that Councillor Brian Houston and Councillor Tania Jobin be appointed to the Lakeshore Tecumseh Inter-Municipal Committee with the term ending November 14, 2026.

P. By-Laws

- 1. By-Law 2025-032 Lakewood Park Improvement Project Tender Award 166 - 208

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Bear Construction and Engineering Inc. for the Lakewood Park Improvement Project Phase One

- | | | |
|----|---|-----------|
| 2. | By-Law 2025-033 Brouillette Court Watermain Replacement Tender Award | 209 - 251 |
| | Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and D'Amore Construction (2000) Ltd. for the construction services of the Brouillette Court Watermain Replacement | |
| 3. | By-Law 2025-034 Zoning By-law Amendment Pre-zoning of Medium and High Density Main Street | 252 - 256 |
| | Housing Accelerator Fund Initiative 2 | |
| | Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh | |
| 4. | By-Law 2025-035 Official Plan Amendment No. 6 | 257 - 271 |
| | Housing Accelerator Fund Initiative 3 | |
| | Being a by-law to amend the Town's Official Plan to permit residential intensification and mixed-use development in the Tecumseh Road and Manning Road area. | |
| 5. | By-Law 2025-036 Zoning By-Law Amendment to By-law Tecumseh By-Law 1746 | 272 - 278 |
| | Housing Accelerator Fund Initiative 3 | |
| | Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh to permit residential intensification and mixed-use development in the Tecumseh Road and Manning Road area. | |
| 6. | By-Law 2025-037 Zoning By-law Amendment for St. Clair Beach By-law 2065 | 279 - 282 |
| | Housing Accelerator Fund Initiative 3 | |
| | Being a by-law to amend by-law 2065, Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach to permit residential intensification and mixed-use development in the Tecumseh Road and Manning Road area | |
| 7. | By-Law 2025-038 Zoning By-law Amendment for Tecumseh By-law 1746 | 283 - 284 |
| | Housing Accelerator Fund Initiative 4 | |
| | Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh with respect to revisions to parking requirements for residential uses | |

8.	By-Law 2025-039 Zoning By-law Amendment for St. Clair Beach By-law 2065 Housing Accelerator Fund Initiative 4 Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach with respect to revisions to parking requirements for residential uses.	285 - 286
9.	By-Law 2025-040 Zoning By-law Amendment for the Township of Sandwich South By-law 85-18 Housing Accelerator Fund Initiative 4 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 with respect to revisions to parking requirements for residential uses	287 - 288
10.	By-Law 2025-041 Amendment to By-Law 2002-37 Discharge of Firearms and Bows Being a by-law to amend By-Law 2001-37 to prohibit and regulate the discharge of Firearms and Bows in the Town of Tecumseh	289 - 293
11.	By-Law 2025-042 Tax Rate By-Law Being a by-law to provide for the adoption of tax rates, area rates and additional charges for Municipal, County and Education purposes for the year 2025	294 - 296
12.	By-Law 2025-043 BIA Tax Rate By-Law Being a by-law to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2025	297 - 298
13.	By-Law 2025-015 East McPherson Drain (Third and Final Readings) Being a by-law to provide for the repair and improvements to the East McPherson Drain	299 - 321
14.	By-Law 2025-014 11th Concession Drain (Third and Final Readings) Being a by-law to provide for the repair and improvements to the 11th Concession Drain	322 - 344

Q. Unfinished Business

1.	March 25, 2025	345 - 346
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R. New Business

S. Motions

1. Confirmatory By-Law 2025-044

347 - 348

Recommendation

Moved by _____

Seconded by _____

That By-Law 2025-044 being a by-law to confirm the proceedings of the Tuesday, March 25, 2025, 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

1. Housing Accelerator Fund - Initiative 1

349 - 349

This notice of motion was brought forward by Deputy Mayor Joe Bachetti

U. Next Meeting

Tuesday April 8, 2025

7:00 pm Regular Council Meeting

V. Adjournment

Recommendation

Moved by _____

Seconded by _____

That there being no further business, the Tuesday, March 25, 2025 Regular Council **be adjourned** at pm.

Regular Meeting of Council
Minutes

Date: Tuesday, March 11, 2025
Time: 7:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

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

Absent:
Councillor, Brian Houston

Also Present:
Chief Administrative Officer, Margaret Misek-Evans
Director Community Safety & Fire Chief, Wade Bondy
Director Technology & Client Services, Shaun Fuerth
Director Community & Recreation Services, Beth Gignac
Director Development Services, Brian Hillman
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Deputy Treasurer & Manager Revenue, Vanessa DaDalt
Deputy Clerk - Clerks Services & Policy Advisor, Christina Hebert
Manager Public Works & Transportation, Kirby McArdle
Deputy Treasurer & Manager Financial Services, Zora Visekruna
Manager Facilities & Energy Management, Daniel Wolicki
Manager Parks & Horticulture, Casey Colhurst

- A. Roll Call**
- B. Order**

The Mayor calls the meeting to order at 7:36 pm.

C. Report Out of Closed Meeting

A closed meeting of Council was held at 4:00 pm in accordance with and as permitted with Section 239 (2) (h) of the Municipal Act, 2001, which permit a meeting may be closed to the public if the following is discussed:

h) 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 direction was given to Administration to pursue certain actions to fulfill federal government program requirements.

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

Councillor James Dorner declares a pecuniary interest on agenda item O.1.b CRS-2025-Lakewood Park Improvement Project - Tender Award as he has a close relationship with a subcontractor for this tender award.

H. Minutes

- 1. Regular Council Meeting - February 25, 2025**
- 2. Public Council Meeting - February 25, 2025 - ZBA/OP 5883 Malden Road**
- 3. Public Council Meeting - February 25, 2025 - J.C. Smith and McPherson Drains**

Motion: RCM - 60/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That the February 25, 2025, minutes of the Regular Council Meeting and the Public Council Meetings, as were delivered to the Members, **be adopted.**

Carried

I. Supplementary Agenda Adoption

Motion: RCM - 61/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Tania Jobin

That the supplementary items added to the Regular Meeting agenda regarding the March 5, 2025, minutes of the Tecumseh Housing Advisory Panel and revisions to Report CRS-2025-01, **be approved.**

Carried

J. Consent Agenda Items

1. DS-2025-11 Tecumseh Transit Service (TTS) 2024 Annual Status Report

Motion: RCM - 62/25

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Alicia Higgison

That Report DS-2025-11 Tecumseh Transit Services 2024 Annual Status Report **be received and that the respective recommendations noted in the reports be approved.**

Carried

K. Delegations

There are no Delegations presented to Council.

L. Communications

1. For Information:

a. City of Windsor dated February 24, 2025

Re: Opioid Crisis and Homeless Encampments

- b. Great Lakes and St. Lawrence Cities Initiative
Re: Help Shape the Future, Call for Resolutions

- c. Town of LaSalle dated March 4, 2025
Re: Tariffs on Canadian Production

Motion: RCM - 63/25

Moved by Councillor James Dorner
Seconded by Councillor Tania Jobin

That Communications - For Information A through C as listed on the Tuesday, March 11, 2025, Regular Council Agenda, **be received.**

Carried

2. For Action:

There are no Communication Action items presented to Council.

M. Update from County Council and Boards

Essex County Council

A Member advised that County Council passed a resolution regarding the funding for the [Border Mayors Alliance](#).

N. Committee Minutes

1. Personnel Committee Meeting - February 25, 2025

Motion: RCM - 64/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That the February 25, 2025, minutes of the Personnel Committee, as were delivered to the Members, **be adopted;**

And that following polices: Retirement Policy No. 5, Provision of Vacation Policy No. 11 and Survivor Benefits Policy No. 15 **be repealed;**

And further that the revisions to the following attached policies: Compensation and Salary Administration Policy No. 67 and the Flowers or Contribution In Lieu of Flowers Policy No. 30, **be approved.**

Carried

2. Court of Revision - February 25, 2025 - 11th Concession and East McPherson Drain

Motion: RCM - 65/25

Moved by Councillor Tania Jobin
Seconded by Councillor Alicia Higgison

That the minutes of the February 25, 2025, meeting of the Court of Revision as were delivered to the members, **be approved**.

Carried

3. Tecumseh Housing Advisory Panel - March 5, 2025

Motion: RCM - 66/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That the minutes of the March 5, 2025, meeting of the Tecumseh Housing Advisory Panel as were delivered to the Council members, **be accepted**;

And that the Tecumseh Housing Advisory Panel **supports** the Housing Accelerator Fund Initiatives 1, 2, and 3 as presented in Report DS-2025-07, DS-2025-08 and DS-202509 as appended on the agenda.

Carried

O. Reports

1. Community & Recreation Services

a. CRS-2025-01 Community & Recreation Services 2025-2029 Five Year Capital Works Plan

Motion: RCM - 67/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Tania Jobin

That Report CRS-2025-01 Community & Recreation Services 2025-2029 Five (5) Year Capital Works Plan **be received**;

And that the Community Recreation Services Capital projects for 2025, as outlined in Attachment 1 to Report CRS-2025-01, **be approved**;

And further that the 2025 CRS Capital projects **be funded** through the following reserves and reserve funds as set out in Report CRS-2025-01;

- Municipal Buildings Lifecycle Reserve
- Parks Development Lifecycle Reserve

- Reforestation Lifecycle Reserve
- Trails Lifecycle Reserve
- Pool Lifecycle Reserve
- Arena Lifecycle Reserve
- Infrastructure Reserve

And furthermore, that the Community Recreation Services Capital works Plan for 2025-2029, as outlined in Attachment 1 to Report CRS-2025-01, **be approved;**

And furthermore, that \$2.5 Million be transferred from the Infrastructure Reserve to the Arena Lifecycle Reserve to address the Arena Lifecycle Reserve 2024 year-end deficit position as referenced in Council Reports CRS-2024-10 and CRS-2024-22.

Carried

- b. CRS-2025-02 Lakewood Park Improvement Project - Tender Award

Motion: RCM - 68/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That the tender of the Lakewood Park Improvement Project Phase 1 in the amount of \$3,899,319.40 (excluding HST) **be awarded** to Bear Construction and Engineering Inc.;

And that a by-law **be prepared** to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town's Solicitor, with Bear Construction and Engineering Inc.;

And further that project funding allocations, reflecting a total budget requirement of \$3,967,947.42 inclusive of non-rebated HST with an increase of \$1,081,332.93 to the original allocation be accommodated as follows:

- Infrastructure Reserve Fund – additional funding increase of \$1,081,332.93

Carried

c. CRS-2025-04 Fairplay Woods Update

Motion: RCM - 69/25

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Alicia Higgison

That Report CRS-2024-04 Fairplay Woods Update **be received**;

And that a by-law to amend By-Law 2001-37 **be prepared** to prohibit the discharge of Firearms and Bows in Fairplay Woods, including the farmed section, the closed right of way (12th Concession), Pike Creek and the parking lot at Baseline Road and to provide for enforcement penalties related to infractions thereof;

And further that the signage on the entire perimeter of the property be approved as follows:

- identify the area described above as property of the Town of Tecumseh;
- indicate that the use of Firearms and Bows is prohibited;
- indicate that motorized vehicles are prohibited except for agricultural equipment within cleared areas and the former road right of way.

Carried

2. Public Works & Engineering Services

a. PWES-2025-18 Adoption of Municipal Drain By-Law - 3rd Concession Drain

Motion: RCM - 70/25

Moved by Councillor Rick Tonial
Seconded by Councillor James Dorner

That Report PWES-2025-18 titled "Adoption of Municipal Drain By-Law – 3rd Concession Drain" **be received**;

And that By-Law 2025-028, being a By-Law to adopt the Engineer's Drainage Report for the 3rd Concession Drain (prepared by Dillon Consulting Ltd. and N.J. Peralta Engineering Ltd. dated June 7, 2019) recommending drain improvements and providing an updated schedule of assessments, as approved by the Town of LaSalle By-law 8335, **be considered** for first, second, third and final reading.

Carried

b. PWES-2025-19 Brouillette Court Watermain Replacement - Tender Award

Motion: RCM - 71/25

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

That Report PWES-2025-19 Brouillette Court Watermain Replacement – Tender Award, **be received**;

And that the tender for the Brouillette Court Watermain Replacement in the amount of \$357,741 excluding HST **be awarded** to D’Amore Construction (2000) Ltd.;

And further that a by-law **be prepared** to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town’s solicitor, with D’Amore Construction (2000) Ltd.;

And furthermore, that funding allocations reflecting the total budget requirement of \$521,000 with a \$9,000 decrease to the original allocation **be accommodated** as follows:

- Watermain Reserve Fund – decrease from \$530,000 to \$521,000.

Carried

c. PWES-2025-20 Cedarwood Sanitary Pump Station Reconstruction Project - Award of Engineering Consulting Services

Motion: RCM - 72/25

Moved by Councillor Tania Jobin
Seconded by Councillor Rick Tonial

That Report PWES-2025-20 Cedarwood Pump Station Reconstruction Project, Award of Engineering Consulting Services, **be received**;

And that Council **award** the Engineering Consulting Services for the Cedarwood Sanitary Pump Station Reconstruction Project in the amount of \$939,885 excluding HST to Stantec Consulting Ltd.;

And further that By-Law 2025-029 **be considered** for first, second, third and final reading, to authorize the Mayor and Clerk to execute an agreement, satisfactory in form to the Town’s solicitor, with Stantec Consulting Ltd.

Carried

P. By-Laws

1. By-Law 2025-028 Municipal Drain By-Law 3rd Concession Road

Being a by-law to provide for the repair and improvements to the 3rd Concession Drain.

2. By-Law 2025-029 Cedarwood Pump station Reconstruction Tender Award

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Stantec Consulting Limited for the Cedarwood Pump Station Reconstruction Project.

3. By-Law 2025-030 Tecumseh CIP Amendment By-Law

Being a by-law to amend the Community Improvement Plan for the Tecumseh Road Main Street CIP Area.

Motion: RCM - 73/25

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

That By-Law 2025-028 being a by-law to provide for the repair and improvements to the 3rd Concession Drain;

That By-Law 2025-029 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Stantec Consulting Limited for the Cedarwood Pump Station Reconstruction Project;

That By-Law 2025-030 being a by-law to amend the Community Improvement Plan for the Tecumseh Road Main Street CIP Area.

Be given first and second reading.

Carried

Motion: RCM - 74/25

Moved by Councillor James Dorner
Seconded by Councillor Tania Jobin

That By-Law 2025-028 being a by-law to provide for the repair and improvements to the 3rd Concession Drain;

That By-Law 2025-029 being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Stantec Consulting Limited for the Cedarwood Pump Station Reconstruction Project;

That By-Law 2025-030 being a by-law to amend the Community Improvement Plan for the Tecumseh Road Main Street CIP Area.

Be given third and final reading.

Carried

Q. Unfinished Business

1. March 11, 2025

The Members receive the Unfinished Business listing for Tuesday, March 11, 2025.

R. New Business

There is no New Business items presented to Council.

S. Motions

1. Confirmatory By-Law 2025-031

Motion: RCM - 75/25

Moved by Councillor Alicia Higgison
Seconded by Councillor Rick Tonial

That By-Law 2025-031 being a by-law to confirm the proceedings of the Tuesday, March 11, 2025, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

T. Notices of Motion

There are no Notices of Motion presented to Council.

U. Next Meeting

Tuesday, March 25, 2025

6:30 pm Court of Revision - J.C. Smith and McPherson Drain

7:00 pm Regular Council Meeting

V. Adjournment

Motion: RCM - 76/24

Moved by Councillor Rick Toniai
Seconded by Councillor James Dorner

That there being no further business, the Tuesday, March 11, 2025, Regular Council **be adjourned** at 8:41 pm.

Carried

Gary McNamara, Mayor

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council
From: Robert Auger, Director Legislative Services & Clerk
Date to Council: Tuesday, March 25, 2025
Report Number: LCS-2025-08
Subject: Tecumseh Ribfest – Municipal Significance

Recommendations

It is recommended:

That Report LCS-2025-08 entitled “Tecumseh Ribfest – Municipal Significance” **be received;**

And that the Tecumseh Ribfest, taking place July 25-27, 2025, at the Tecumseh Arena **be designated** as ‘municipally significant’ for the purpose of obtaining a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario.

Background

In consultation with the Town’s Community & Recreation Services, the Owner and Operator of Tecumseh Ribfest has submitted a letter advising of their interest to host and operate an event called the ‘Tecumseh Ribfest’ during the weekend of July 25 -27, 2025. (Attachment 1)

The event will take place outside at the Tecumseh Arena, with operating hours as follows:

Friday, July 25 3:00 pm - 11:00 pm

Saturday, July 26 11:00 am - 11:00 pm

Sunday, July 27 11:00 am - 6:00 pm

The Tecumseh Ribfest will be a fenced-in event, held to the west of the Tecumseh Arena parking lot. (Attachment 2) The event will feature a variety of rib vendors, kids' zone and musical entertainment, providing a weekend of family-friendly enjoyment.

It is the intent of the event organizer to operate a 'Sale' Permit through the Alcohol and Gaming Commission of Ontario (AGCO) for the purpose of earning revenue towards the show's continued success.

Comments

The AGCO is responsible for overseeing the administration of Special Occasion Permits (SOPs). An SOP is required any time alcohol is offered for sale, served or consumed anywhere other than in a licensed establishment or a private place or when public consumption of a patron's own alcohol is permitted at a tailgate event. SOPs are for occasional, special events only and not for personal profit or running an ongoing business. An SOP may be issued for Private Events, Public Events and Industry Promotional Events.

The Tecumseh Ribfest would be making application for a Public Event SOP; a Public Event permit can be issued to registered charities, or non-profit organizations, or for events of municipal, provincial, national or international significance. A permit holder that is not a registered charity or non-profit organization may hold a Public Event if the event is an event of municipal significance and is designated by the municipal council as an event of 'municipal significance'.

SOP applications to the AGCO for a municipally significant Public Event must be accompanied by either a municipal resolution or a letter from a delegated municipal official designating the event as municipally significant.

Under the Public Event SOP, the event can be advertised and fundraising/profit from the sale of alcohol at the event is permitted. The permit holder is required to purchase alcohol under the permit from an authorized government retail store (LCBO, LCBO Agency Store, The Beer Store or authorized manufacturer's retail store).

For outdoor events, the permit holder must provide written notice to the local municipality (including Clerk, Fire, Police and health departments) at least 30 days prior to the event when expecting fewer than 5,000 people per day. If expecting 5,000 people or more per day, a notice to the same group is required 60 days prior to the event. The Building Department must be notified as well if a tent or marquee is used. The event organizer is expecting approximately 2,000 people in attendance.

The licensed area must be clearly defined and separated from the non-licensed area by a minimum of 36" high barrier/partition.

Subject to Council's favourable consideration of the 'municipally significant' designation, the event organizer will proceed with making application for a Public Event SOP.

Additionally, the event organizer is partaking in ongoing meetings with the Town's Special Events Resource Team (SERT) to review the proposed event plans and the municipal policies that relate to the event plans. The SERT team is working with the event organizer to ensure compliance and adherence with the provisions contained within the Town's Municipal Alcohol Risk Management Policy No. 31 and Outdoor Special Event Policy No. 85. Under these policies, the event organizer is responsible but not limited to executing a rental contract, providing a Certificate of Insurance, Sign Display and Safety Plans, arranging security or OPP, as required, etc.

While new to Tecumseh, this family-friendly event has been held in other regional locations and has seen positive attendance, generating tourism and economic benefits to the community.

It is recommended that the Tecumseh Ribfest, taking place July 25-27, 2025, at the Tecumseh Arena be designated as 'municipally significant' for the purpose of obtaining an SOP from the AGCO.

Consultations

Community & Recreation Services

Financial Implications

There are no financial implications associated with this report.

Link to Strategic Priorities

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

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

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

Reviewed by:

Brett Palmer
Senior Manager Recreation Services

Reviewed by:

Beth Gignac, BA Hons
Director Community & Recreation Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Tecumseh Ribfest – Request for Municipal Significance
2	Tecumseh Ribfest – Site Map

Tecumseh Ribfest; Request for Municipal Significance

“YourLocalRibfest.ca”
23 Montgomery Dr
Wallaceburg ON
N8A1P2
519-359-0095
admin@chathamribfest.ca

July 24th, 2024

Clerks office of Tecumseh Ontario
Re: Town of Tecumseh Ontario
917 Lesperance Rd, Tecumseh, ON N8N 1W9



To the Clerks office of the Town of Tecumseh ON,
(Municipal Significance to be forwarded to all departments upon approval)

It is our intent to operate the Tecumseh Ribfest during the weekend of July ~~18th to 20th~~ **JULY 25-27**, 2025. We also intend to operate a “For Sale” permit through the AGCO as per our usual protocol for the purposes of making money towards the shows’ continued success.

To do this, we apply to each location we attend for a municipally significant status through the clerk’s office. This usually is a quick process as our event creates amazing economic spin-off in the communities we attend. Hotels, restaurants, and businesses experience an influx of traffic from our vendors, patrons, celebrities and more. Additionally, patrons tend to visit more local activities through the course of the weekend.

In some locations that we operate, we have seen attendance from 2000 people through a weekend to 40,000 people per weekend. We believe in a first year we will successfully see 2000 people at this location. We operate a very family-friendly operation, and the peak of our sales usually occur between 8:30pm and 11pm during our main band.

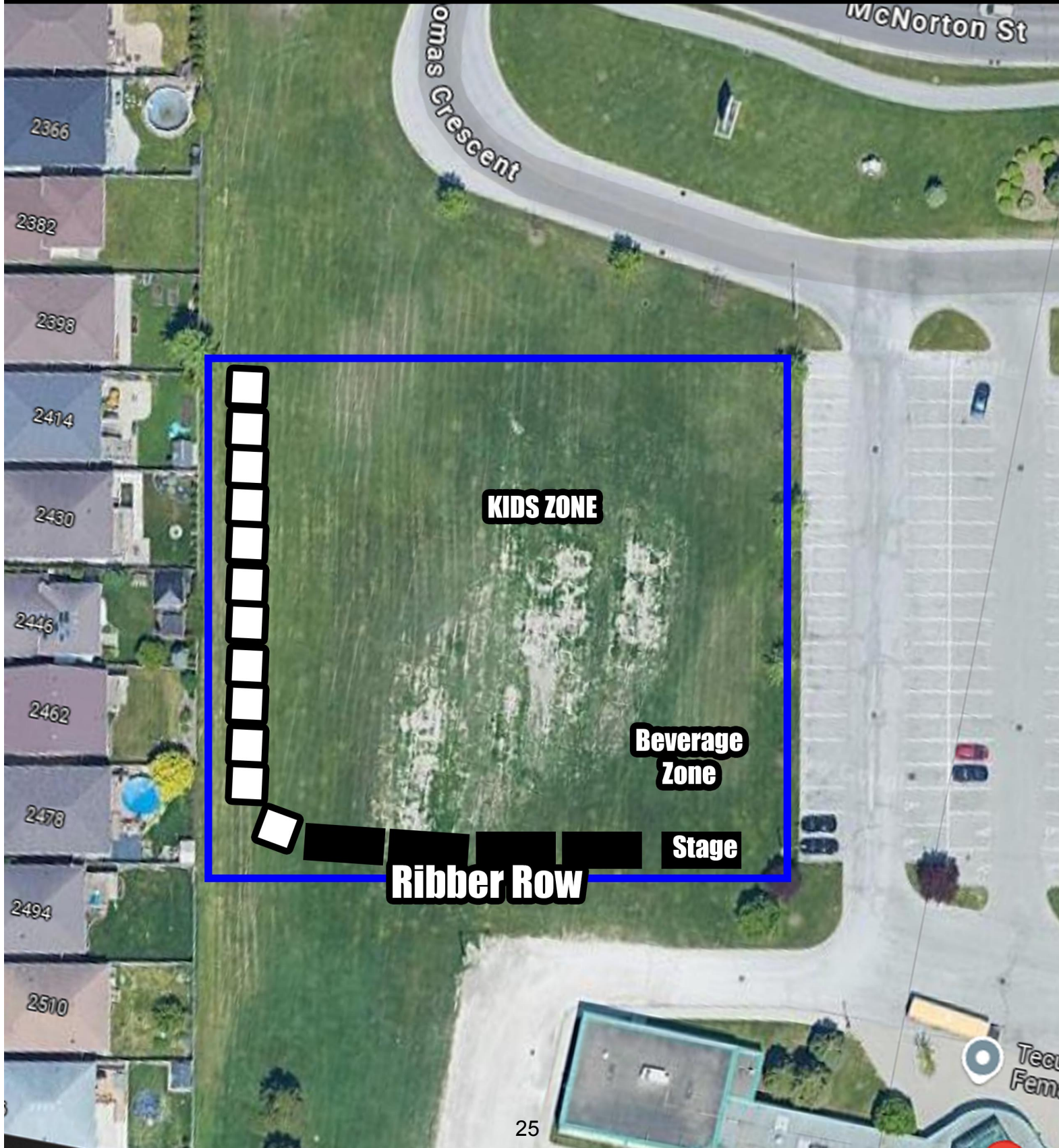
This event will take place preferably outside of the Tecumseh Arena (12021 McNorton St, Tecumseh, ON N8N 3C7) between the hours of 11am and 11pm during the weekend of July 18th to 20th. All departments will be notified of our intent (Health, Fire, Police, EMS, Building Etc)

At this time we are asking you to consider naming Tecumseh Ribfest as a Municipally Significant event.

Warm regards,
Chris Glassford
Owner and Operator

FESTIVAL MAP

(if grounds are too wet we will move to parking lot)





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: Tuesday, March 25, 2025

Report Number: PWES-2025-23

Subject: 2024 Town of Tecumseh CLI-ECA Annual Performance Reports
Municipal Sewage Collection & Stormwater Management
Systems

Recommendations

It is recommended:

That Report PWES-2025-23, 2024 Town of Tecumseh CLI-ECA Annual Performance Reports, Municipal Sewage Collection & Stormwater Management Systems, **be received;**

And that the 2024 Ministry of Environment, Conservation, and Parks Annual Performance Reports for the Town of Tecumseh Municipal Sewage Collection and Stormwater Management Systems, as prepared in accordance with the Town's Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI-ECAs), **be adopted;**

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

Background

In October 2023, Council received Report [PWES-2023-65](#), which provided a detailed overview of the regulatory changes to the environmental permissions framework that govern the approval process for sewage works, now known as the Consolidated Linear

Infrastructure Environmental Compliance Approval (CLI-ECA) program. The CLI-ECA program changed the scope of requirements and municipal responsibilities that the ECA covers, including the introduction of updated system-wide operating conditions that each municipality must fulfill.

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

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

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

- **Sewage Collection System; APR due on or before March 31st of each year.**
- **Stormwater Management System: APR due on or before April 30th of each year.**

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

In April 2023, Council received report [PWES-2024-26](#), which provided the first annual performance reports of the Town Sewage Collection and Stormwater Management Systems. Those APRs covered the period of July 1, 2023 to December 31, 2023 as the Town's CLI-ECA was approved and issued on April 28, 2023. The Town was granted an extension of the due date for the Sewage Collection APR to April 30, 2024 for the first report.

Comments

Sewage Collection System APR

This is the second APR completed for the Town's Sewage Collection System.

As the operating authority for major components of the Town's sanitary sewer system, including sewage pumping stations and flow monitoring controls, the Ontario Clean Water Agency (OCWA) was retained by Administration to assist with preparation of the 2024 APR for the Sewage Collection System (see Attachment 1). Administration completed the following sections of the APR:

- The summary of complaints received related to the system as this information is managed internally through the Town's Work Management System (CityWorks)
- The summary of alterations that were completed to the system
- Other components related to the linear system

The format utilized for the report is the same as the previous 2023 APR.

OCWA has been retained by other local municipalities, including Kingsville and LaSalle, to complete their system APRs. Like last year, Administration found it appropriate to have OCWA assist with completion of the report, as they are heavily involved in the operation of core components of the system being reported on. Administration recommends this be continued for future APRs.

During the reporting year of 2024, the Town received a total of 40 service requests related to the Sewage Collection System. Generally, complaints received are managed and dispatched through CityWorks for further investigation and follow-up with residents when required. To date, all 2024 complaints have been reviewed and addressed.

In 2024, two alterations were completed to the Municipal Sewage Collection System in accordance with the authorization conditions outlined in the Town's CLI-ECA. These alterations included the Del Duca Drive and the CR46/Webster/Laval sanitary sewer extension projects.

Stormwater Management System APR

This is the second APR completed for the Town’s Stormwater Management System.

Administration completed the 2024 APR for the Stormwater Management System (see Attachment 2), as the system is solely managed by Town Public Works staff and stormwater operator. The format of the report is the same as the 2023 APR.

In the 2024 reporting period, a total of 68 service requests were received by Public Works in relation to the Stormwater Management System. All complaints received have been addressed through site visitations and direct contact with affected residents.

In 2024, two alterations were completed to the Municipal Stormwater Management System in accordance with the authorization conditions outlined in the Town’s CLI-ECA. These alterations included the replacement of storm sewers on Del Duca Drive and Webster Drive.

Consultations

Ontario Clean Water Agency
 Ministry of Environment, Conservation and Parks

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

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

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Joseph Lappalainen, E.I.T.
Project Technician

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	2024 CLI-ECA Annual Performance Report for Town of Tecumseh Sewage Collection System
2	2024 CLI-ECA Annual Performance Report for Town of Tecumseh Stormwater Management System



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Annual Performance Report
Town of Tecumseh Sanitary Sewer
System
ECA# 040-W601
For the year
2024

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

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Introduction

The annual performance report pertaining to the Town of Tecumseh Sanitary Sewer System for the operating year 2024 has been prepared by the Ontario Clean Water Agency. This report is submitted to the Director in accordance with Schedule E Section 4.6 of the Environmental Compliance Approval (ECA) 040-W601. The Owner shall prepare performance reports on a calendar year basis and submit to the Director by March 31 of the calendar year following the period being reported upon.

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

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

Table 1: Cedarwood (Gauthier) PS Monthly Sewage Collection Flow (m3)

	2022	2023	2024
January	120174.00	157322.00	244296.01
February	175829.00	167661.00	108804.00
March	176239.00	222852.00	131058.00
April	163001.00	164275.00	178491.00
May	161554.00	114739.00	151096.00
June	139852.00	130374.00	134579.00
July	132233.00	177022.00	155298.00
August	150024.00	207019.00	154556.00
September	152868.00	129145.00	132771.00
October	139323.00	138196.00	140557.00
November	117862.00	121212.00	129289.00
December	120819.00	155610.00	172815.00
Total	1749778.00	1885427.00	1833610.01
Average	145814.8	157118.9	152800.8
(Daily) Min	2512.0	2567.0	2815.0
(Daily) Max	9869.0	16620.0	14724.7

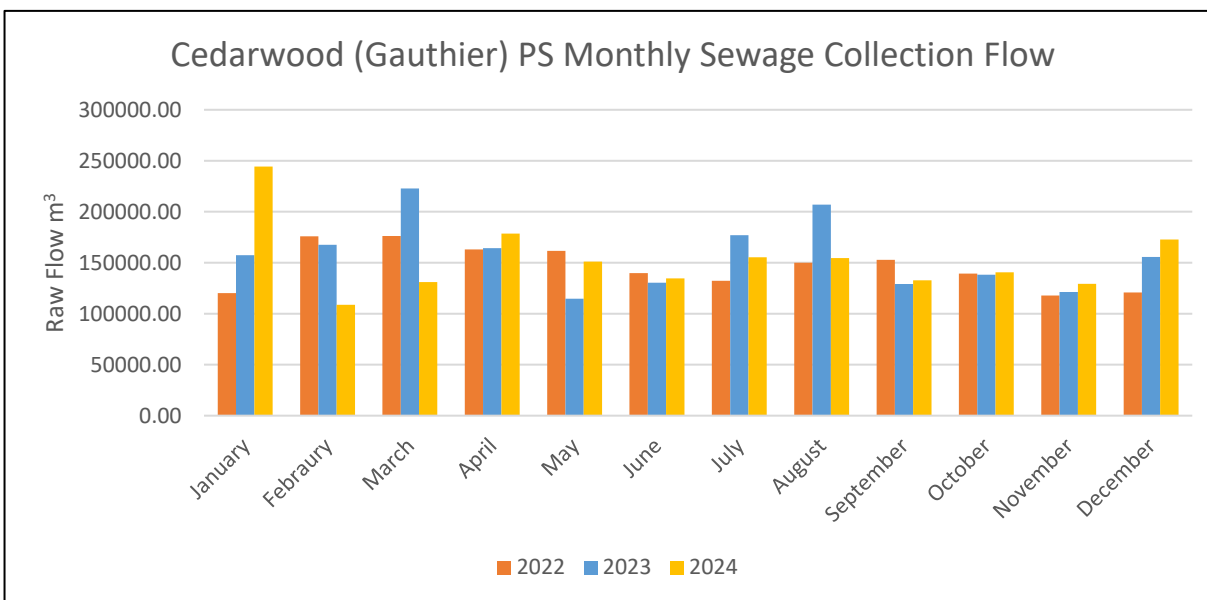


Table 2: Shawnee (Sandwich South) Metering Station Monthly Sewage Collection Flow (m³)

	2022	2023	2024
January	60776.00	112594.00	182268.00
February	117691.00	116246.00	69563.00
March	126768.00	188432.00	86636.00
April	108186.00	130770.00	128167.00
May	95856.00	80740.00	100643.00
June	71971.00	75443.00	70418.00
July	56136.00	101310.00	82373.00
August	48327.00	114551.00	97257.00
September	46519.00	54527.00	62164.00
October	39246.00	64451.00	63260.00
November	44626.00	57120.00	56773.00
December	65649.00	94192.00	102519.00
Total	881751.00	1190376.00	1102041.00
Average	73479.3	99198.0	91836.8
(Daily) Min	1198.0	1441.0	505.0
(Daily) Max	7334.0	10666.0	11453.0

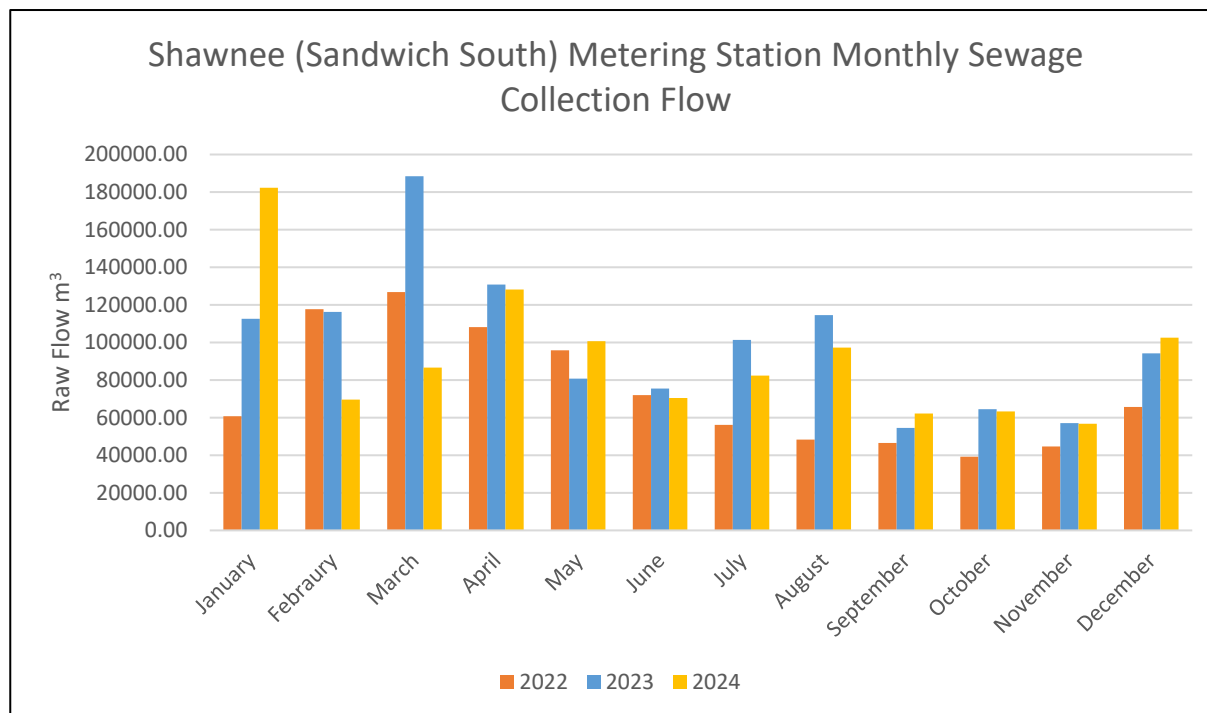


Table 3: 8th Concession Monthly Sewage Collection Flow (m³)

	2022	2023	2024
January	678.00	2018.00	2999.00

February	2450.00	1617.00	952.00
March	2515.00	3133.00	1188.00
April	1540.00	2563.00	2145.00
May	1306.00	1131.00	3613.00
June	595.20	580.00	1853.00
July	254.00	2095.00	2166.00
August	304.00	3090.00	2422.00
September	217.00	443.00	1581.00
October	192.00	536.00	1909.00
November	325.00	579.00	1946.00
December	746.00	1174.00	3498.00
Total	11122.20	18959.00	26272.00
Average	926.9	1579.9	2189.3
(Daily) Min	1.0	4.0	11.0
(Daily) Max	187.0	203.0	240.0

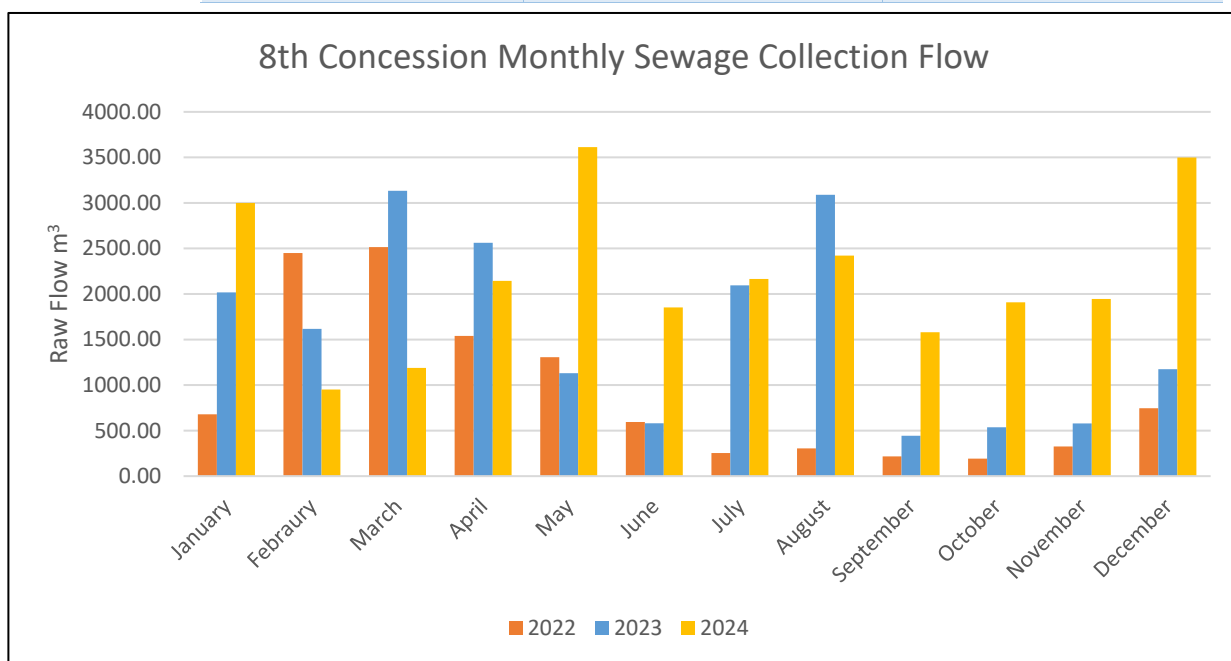


Table 4: Lakewood Monthly Sewage Collection Flow (m³)

	2022	2023	2024
January	57577.00	82962.00	125335.00
February	91433.00	88317.00	60338.00
March	88541.00	115660.00	72866.00
April	81027.00	91408.00	99284.00
May	81217.00	65876.00	90567.00
June	66589.00	69300.00	73582.00
July	54654.00	90225.00	79514.00

August	54639.00	94274.00	71417.00
September	50056.00	53646.00	54554.00
October	44321.00	53933.00	55900.00
November	45152.00	49133.00	52499.00
December	53332.00	72704.00	77238.00
Total	768538.00	927438.00	913094.00
Average	64044.8	77286.5	76091.2
(Daily) Min	1296.0	1345.0	1423.0
(Daily) Max	5647.0	8323.0	6949.0

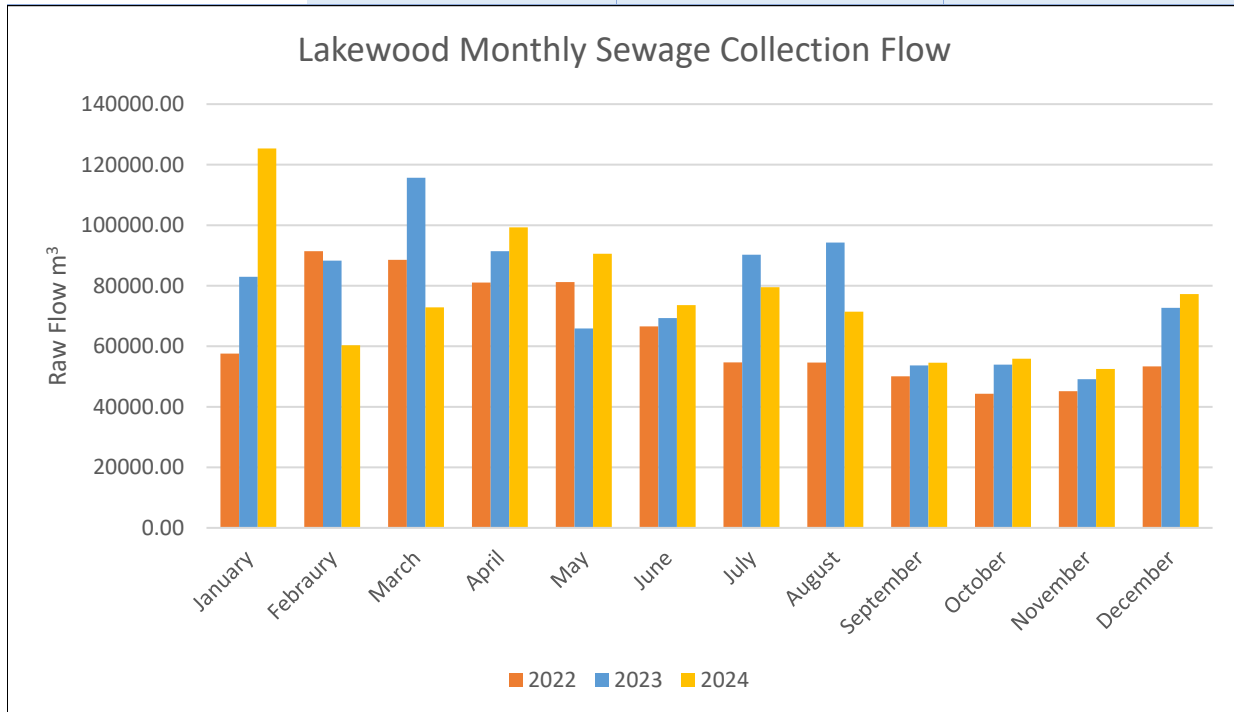
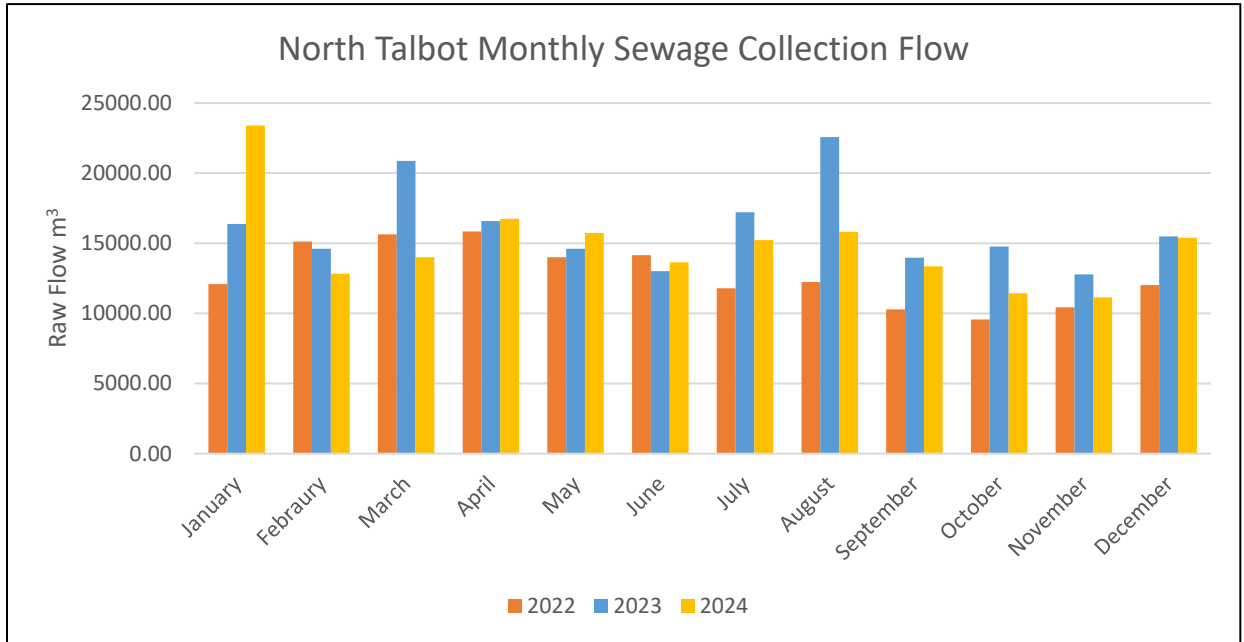


Table 5: North Talbot Monthly Sewage Collection Flow (m³)

	2022	2023	2024
January	12083.00	16378.00	23396.00
February	15120.00	14608.00	12827.00
March	15639.00	20868.00	14000.00
April	15844.00	16584.00	16741.00
May	14000.00	14613.00	15737.00
June	14153.00	13014.00	13635.00
July	11797.00	17214.00	15223.00
August	12234.00	22566.00	15813.00
September	10287.00	13975.00	13357.00
October	9567.00	14765.00	11441.00
November	10434.00	12787.00	11141.00
December	12023.00	15492.00	15400.00

Total	153181.00	192864.00	178711.00
Average	12765.1	16072.0	14892.6
(Daily) Min	290.0	270.0	304.0
(Daily) Max	682.0	1254.0	1356.0



After reviewing the data above, it has been concluded that no modifications to the authorized system or system operations are necessary.

4.6.4 A summary of any operating problems encountered and corrective actions taken.

None to report.

4.6.5 A summary of all calibration, maintenance, and repairs carried out on any major structure, Equipment, apparatus, mechanism, or thing forming part of the Municipal Sewage Collection System.

Planned maintenance, including scheduled and non-scheduled maintenance activities are documented using a computerized Work Management System (WMS) that allows user to:

- Enter detailed asset information
- Generate and process work orders
- Access maintenance and inspection procedures
- Plan, schedule, and document all asset related tasks and activities
- Access maintenance records and asset histories

Work orders are automatically generated by the WMS program and are assigned to the applicable operations staff accordingly. A summary of all maintenance carried out in 2024 is attached in Appendix I. The annual flow meter calibrations for the Tecumseh Sewage Collection System were completed in June of 2024 SCG Flowmetrix. Flow meter calibration certificates are included in Appendix II.

4.6.6 A summary of any complaints related to the Sewage Works received during the reporting period and any steps taken to address the complaints.

The Town of Tecumseh receives all complaints or inquiries (service requests) related to sewage works within the Authorized System, including sanitary lateral (service connection) and/or clean out cap issues, foul smell, issues related to maintenance holes, issues related to mainline sewers, and/or miscellaneous (other) items. Complaints are received directly from residents of Tecumseh and records of response activities are kept and maintained within the Town’s Work Management System (CityWorks).

Public Works staff addressed complaints through site visitations, investigation of the lateral within the Municipal Right-of-Way to the mainline sewer (downstream) and private property (upstream) through Closed-Circuit Television (CCTV) inspections to identify any defects or blockages, and administering repair (i.e., patching), maintenance (i.e., flushing, hydro vacuuming, etc.) or replacement if defects or blockages were identified within the Town’s Authorized System beyond repair and/or maintenance. If access to the service connection (clean-out) was not possible, residents were informed to have their property’s service investigated and accessed internally by a certified plumber. If the investigation of the lateral identified defects or blockages in the lateral within private property, residents were informed to have required corrective maintenance or replacement completed privately. If the investigation of the lateral identified defects or blockages in the lateral within Municipal Right-of-Way, the required corrective maintenance or replacement was administered by the Town. The methods for responding to Miscellaneous (other) complaints related to the Authorized System (i.e., appearance, location) is reviewed on a case-by-case basis to determine the most appropriate course of action. Typically, requested information on any applicable Town initiatives and/or Capital Works projects is provided or the work order can be addressed, or the appropriate personnel is involved to address the item. When appropriate, service requests are addressed directly through Capital Works projects. For example, where issues are identified through Capital Works projects, they are dealt with directly through the project. Locations are identified through various sources including road patrols, service requests from the public, operational processes, i.e., driveway permit applications, work orders, and/or capital works or new development projects.

In 2024, the Town received a total of 40 service requests related to sewage works within the Authorized System. Of those 40 service requests, 33 were related to the sewage works within the Authorized System, including sanitary lateral (or service connection) issues (i.e., back-ups, surface/sub-surface settlement, troubles with accessing cleanout), foul smell, maintenance hole issues, and/or mainline sewer issues. The remaining 7 service requests were considered miscellaneous, including unauthorized septic connections, request for service connections, abandonment and capping of service connections in relation to demolition permits, general information requests on the service connection, or restoration. All requests were successfully closed out in accordance with the Town’s procedures mentioned above. Table 6 below provides a summary of service requests received in 2024.

Table 6: CityWorks Service Request Summary for Sewage Collection System

Service Request Type	# of Service Requests
Sewer – Sanitary sewer connection issue	26
Completed	25
In progress	1
Sewer – Maintenance Hole Issue	3
Completed	3
In progress	0

Sewer – Smell/Odour Issue	4
Completed	4
In progress	0
Sewer – Sanitary sewer main issue	0
Completed	0
In progress	0
Sewer – Miscellaneous (other)	7
Completed	7
In progress	0
Pumping Station – Other	0
Completed	0
In progress	0
TOTAL	40
Completed	39
In progress	1

A map depicting the approximate location of service requests received, tracked and managed through CityWorks is provided in Appendix III.

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

- Delduca Drive Sanitary Sewer Extension
- County Road 46-Webster-Laval Sanitary Sewer Extension

Each Alteration was screened in accordance with the Town of Tecumseh’s “Significant Drinking Water Threat Assessment Report for Proposed Alterations”. None of the Alterations posed a Significant Drinking Water Threat and were authorized by the CLI-ECA under Schedule D.

4.6.8 A summary of all Collection System Overflow(s) and Spill(s) of Sewage, including:

- a) Dates;**
- b) Volumes and durations;**
- c) If applicable, loadings for total suspended solids, BOD, total phosphorus, and total Kjeldahl nitrogen, and sampling results for E.coli;**
- d) Disinfection, if any; and**
- e) Any adverse impact(s) and any corrective actions, if applicable.**

None to report.

4.6.9 A summary of efforts made to reduce Collection System Overflows, Spills, STP Overflows, and/or STP Bypasses, including the following items, as applicable:

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

None to report.

Appendix I Summary of Maintenance Report

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3723513			5696, St Alphonse Pumping Station	OPER	Inspection	1	YEARS	Daily O&M Activities St. Alphonse Sylvestre (1y) - 5696	COMP	1/1/24 12:00 AM	1/3/25 10:24 AM	1/3/25 10:24 AM	
3723523			5870, Gauthier Pump Station	OPER	Inspection	1	YEARS	Daily O&M Activities Gauthier (1y) - 5870	COMP	1/1/24 12:00 AM	1/3/25 10:27 AM	1/3/25 10:27 AM	
3723545			5921, Lakewood Sewage Pump Station	OPER	Inspection	1	YEARS	Daily O&M Activities Lakewood (1y) - 5921	COMP	1/1/24 12:00 AM	1/3/25 10:26 AM	1/3/25 10:26 AM	
3723550			5922, North Talbot Meter Station	OPER	Inspection	1	YEARS	Daily O&M Activities North Talbot (1y) - 5922	COMP	1/1/24 12:00 AM	1/9/25 07:51 AM	1/9/25 07:51 AM	
3724088			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	1/1/24 12:00 AM	1/11/24 08:25 AM	1/11/24 08:25 AM	
3724202	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	1/1/24 12:00 AM	2/1/24 10:28 AM	2/1/24 10:28 AM	
3724206	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	1/1/24 12:00 AM	2/1/24 10:20 AM	2/1/24 10:20 AM	
3724233	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	1/1/24 12:00 AM	2/1/24 10:24 AM	2/1/24 10:24 AM	
3724252	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	1/1/24 12:00 AM	2/1/24 10:25 AM	2/1/24 10:25 AM	
3724379			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	1/1/24 12:00 AM	2/1/24 10:28 AM	2/1/24 10:28 AM	
3724383			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	1/1/24 12:00 AM	2/1/24 10:20 AM	2/1/24 10:20 AM	
3724401			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	1/1/24 12:00 AM	2/1/24 10:26 AM	2/1/24 10:26 AM	
3728119			5870, Gauthier Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5870	CLOSE	1/1/24 12:00 AM	2/5/24 11:02 AM	2/5/24 11:02 AM	
3728121			5921, Lakewood Sewage Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5921	CLOSE	1/1/24 12:00 AM	2/5/24 11:03 AM	2/5/24 11:03 AM	
3760017			5921, Lakewood Sewage Pump Station	CAP	Refurbish/Replace/Repair	0		lakewood transfer switch inspection	CLOSE		1/8/24 08:27 AM	1/8/24 08:27 AM	- in service
3760018			5870, Gauthier Pump Station	CAP	Refurbish/Replace/Repair	0		gauthier transfer switch inspection	CLOSE		1/8/24 08:26 AM	1/8/24 08:26 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3761702			5921, Lakewood Sewage Pump Station	CALL	Compliance	0		Call Back-Pump Fault Reset Pump #3 (speed deviation) back in service	CLOSE		1/10/24 01:14 PM	1/10/24 01:21 PM	Back home at 18:45 -
3761715			5921, Lakewood Sewage Pump Station	CALL	Compliance	0		Call Back-Again-pump #3faulted placed in off position informed maintenace staff	CLOSE		1/10/24 01:57 PM	1/10/24 02:00 PM	
3763098			5922, North Talbot Meter Station	CORR	Refurbish/ Replace/Repair	0		inspect north talbot meter station heater	CLOSE		1/24/24 07:58 AM	1/24/24 07:58 AM	- in service
3764346	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	1/26/24 12:00 AM	3/1/24 02:00 PM	3/1/24 02:00 PM	
3765570			5696, St Alphonse Pumping Station	EMER	Refurbish/ Replace/Repair	0		St Alphonse pump 2 jammed. needs to be pulled	CLOSE		3/6/24 09:57 AM	3/6/24 09:57 AM	St Alphonse pump 2 jammed. needs to be pulled - • Assist with pump pull / inspection
3765593			5870, Windsor/ Tecumseh Rendezvous Dr. Metering site	OPER	Administrative	0		Tecumseh WWC System Assets Validations Activity	CLOSE		2/13/24 08:29 AM	2/13/24 08:29 AM	
3777021			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	2/1/24 12:00 AM	2/8/24 07:56 AM	2/8/24 07:56 AM	
3777135	0000150409	PANEL ALARM/ DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	2/1/24 12:00 AM	3/1/24 02:07 PM	3/1/24 02:07 PM	
3777139	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	2/1/24 12:00 AM	3/1/24 02:00 PM	3/1/24 02:00 PM	
3777166	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	2/1/24 12:00 AM	3/1/24 02:04 PM	3/1/24 02:04 PM	
3777189	0000281504	PANEL ALARM/ DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	2/1/24 12:00 AM	3/1/24 02:04 PM	3/1/24 02:04 PM	
3777308			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	2/1/24 12:00 AM	3/1/24 02:07 PM	3/1/24 02:07 PM	
3777312			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	2/1/24 12:00 AM	3/1/24 02:03 PM	3/1/24 02:03 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3777330			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	2/1/24 12:00 AM	3/1/24 02:05 PM	3/1/24 02:05 PM	
3781060			5870, Gauthier Pump Station	PM	Compliance	1	YEARS	FEP Emergency Plan review (1y) - 5870	CLOSE	2/1/24 12:00 AM	4/29/24 08:35 AM	4/29/24 08:35 AM	
3781063			5921, Lakewood Sewage Pump Station	PM	Compliance	1	YEARS	FEP Emergency Plan review (1y) - 5921	CLOSE	2/1/24 12:00 AM	4/29/24 08:40 AM	4/29/24 08:40 AM	Review FEP for completeness with new PCT -
3786134			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	2/1/24 12:00 AM	2/13/24 02:35 PM	2/13/24 02:35 PM	Complete 2023 Q4 report - no bypass / overflow events - Submit to MECP and client
3806466	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	2/26/24 12:00 AM	4/8/24 07:54 AM	4/8/24 07:54 AM	
3820357			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	3/1/24 12:00 AM	3/12/24 07:47 AM	3/12/24 07:47 AM	
3820452	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	3/1/24 12:00 AM	4/8/24 08:09 AM	4/8/24 08:09 AM	
3820456	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	3/1/24 12:00 AM	4/8/24 07:55 AM	4/8/24 07:55 AM	
3820483	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	3/1/24 12:00 AM	4/8/24 08:06 AM	4/8/24 08:06 AM	
3820502	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	3/1/24 12:00 AM	4/8/24 08:06 AM	4/8/24 08:06 AM	
3820602			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	3/1/24 12:00 AM	4/8/24 08:10 AM	4/8/24 08:10 AM	
3820606			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	3/1/24 12:00 AM	4/8/24 07:56 AM	4/8/24 07:56 AM	
3820624			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	3/1/24 12:00 AM	4/8/24 08:06 AM	4/8/24 08:06 AM	
3828516			5870, Cedarwood WWC	PM	Compliance	6	MONTHS	Town of Tecumseh FEP Contact List Updates (6m)	CLOSE	3/1/24 12:00 AM	4/8/24 09:03 AM	4/8/24 09:03 AM	Update contact list and put in station FEP binders -

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3847859			Tecumseh Wastewater Collection System	CAP	Compliance	0		CLI-ECA Tecumseh (2024)	COMP		12/30/24 02:04 PM	12/30/24 02:04 PM	
3849193			5870, Gauthier Pump Station	CORR	Refurbish/Replace/Repair	0		station information gauthier ps	CLOSE		3/19/24 08:29 AM	3/19/24 08:29 AM	- information gathered, in service
3849194			5696, St Alphonse Pumping Station	CORR	Refurbish/Replace/Repair	0		station information st alphonse	CLOSE		3/14/24 08:45 AM	3/14/24 08:45 AM	- in service
3849198			5696, Sylvestre Pumping Station	CORR	Refurbish/Replace/Repair	0		replace kellum grip sylvester	CLOSE		3/14/24 08:48 AM	3/14/24 08:48 AM	- replaced grip, in service
3849458			5870, Gauthier Pump Station	OPER	Inspection	0		well inspection and unused electrical clean up	CLOSE		11/29/24 02:09 PM	11/29/24 02:09 PM	
3849939			5696, St Alphonse Pumping Station	CORR	Inspection	0		Inspection of Motor operation at St. Alphonse	CLOSE		3/25/24 01:43 PM	3/25/24 01:43 PM	
3850003			5696, St Alphonse Pumping Station	CORR	Refurbish/Replace/Repair	0		panel inspection st alphonse	CLOSE		3/19/24 08:27 AM	3/19/24 08:27 AM	-in service
3851102	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	3/26/24 12:00 AM	5/15/24 02:07 PM	5/15/24 02:07 PM	
3866524			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	4/1/24 12:00 AM	4/3/24 09:29 AM	4/3/24 09:29 AM	
3866613	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	4/1/24 12:00 AM	5/15/24 02:16 PM	5/15/24 02:16 PM	
3866617	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	4/1/24 12:00 AM	5/15/24 02:07 PM	5/15/24 02:07 PM	
3866648	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	4/1/24 12:00 AM	5/15/24 02:12 PM	5/15/24 02:12 PM	
3866667	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	4/1/24 12:00 AM	5/15/24 02:12 PM	5/15/24 02:12 PM	
3866769			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	4/1/24 12:00 AM	5/15/24 02:16 PM	5/15/24 02:16 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3866773			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	4/1/24 12:00 AM	5/15/24 02:08 PM	5/15/24 02:08 PM	
3866791			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	4/1/24 12:00 AM	5/15/24 02:13 PM	5/15/24 02:13 PM	
3892006			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	4/1/24 12:00 AM	5/15/24 02:13 PM	5/15/24 02:13 PM	
3892022			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	4/1/24 12:00 AM	5/15/24 02:09 PM	5/15/24 02:09 PM	
3902708			5696, St Alphonse Pumping Station	OPER	Predictive Maintenance	0		wet well cleaning-st Alphonse and Sylvester	CLOSE		5/15/24 02:16 PM	5/15/24 02:16 PM	
3902710			5921, Lakewood Sewage Pump Station	PM	Predictive Maintenance	0		wet well cleaning	CLOSE		5/15/24 02:14 PM	5/15/24 02:14 PM	
3902712			5870, Gauthier Pump Station	OPER	Predictive Maintenance	0		wet well cleaning	CLOSE		5/15/24 02:09 PM	5/15/24 02:09 PM	
3903692	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	4/26/24 12:00 AM	5/29/24 07:49 AM	5/29/24 07:49 AM	
3919149			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	5/1/24 12:00 AM	5/1/24 12:49 PM	5/1/24 12:49 PM	
3919250	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	5/1/24 12:00 AM	5/29/24 07:56 AM	5/29/24 07:56 AM	
3919254	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	5/1/24 12:00 AM	5/29/24 07:49 AM	5/29/24 07:49 AM	
3919281	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	5/1/24 12:00 AM	5/29/24 07:52 AM	5/29/24 07:52 AM	
3919300	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	5/1/24 12:00 AM	5/29/24 07:52 AM	5/29/24 07:52 AM	
3919403			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	5/1/24 12:00 AM	7/25/24 10:43 AM	7/25/24 10:43 AM	
3919407			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	5/1/24 12:00 AM	5/29/24 07:50 AM	5/29/24 07:50 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3919425			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	5/1/24 12:00 AM	5/29/24 07:55 AM	5/29/24 07:55 AM	
3922090			5870, Gauthier Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5870	CLOSE	5/1/24 12:00 AM	9/25/24 02:20 PM	9/25/24 02:20 PM	
3922092			5921, Lakewood Sewage Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5921	CLOSE	5/1/24 12:00 AM	9/25/24 02:20 PM	9/25/24 02:20 PM	
3924255	0000134133	METER LEVEL Wet Well 5870-SPGA	5870, Gauthier Pump Station	PM	Calibration	1	YEARS	Meter Level 01 Well Tecumseh PS Insp/Service (1y) - 5870	CLOSE	5/1/24 12:00 AM	5/14/24 09:06 AM	5/14/24 09:06 AM	- in service
3924387	0000150531	VALVE BACKFLOW	5870, Gauthier Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Valve Backflow Insp/Service (1y) - 5870	CLOSE	5/1/24 12:00 AM	8/7/24 07:56 AM	8/7/24 07:56 AM	
3924450	0000260595	UPS UPS-1 BATTERY BANK 5922-WCNT	5922, North Talbot Meter Station	PM	Inspection	1	YEARS	UPS Battery Bank Tecumseh Collect Insp/Service (1y) - 5922	CLOSE	5/1/24 12:00 AM	5/8/24 02:41 PM	5/8/24 02:41 PM	- inspected ups, in service
3928624			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	5/1/24 12:00 AM	5/7/24 07:34 AM	5/7/24 07:34 AM	Verify and complete report, sent to MECP -
3940142			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	5/1/24 12:00 AM	6/5/24 07:52 AM	6/5/24 07:52 AM	
3940158			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	5/1/24 12:00 AM	5/29/24 07:50 AM	5/29/24 07:50 AM	
3949631			5696, St Alphonse Pumping Station	CALL	Compliance	0		CALL BACK loss of echo	CLOSE		5/13/24 07:08 AM	5/13/24 07:12 AM	
3951352			5870, Gauthier Pump Station	CORR	Refurbish/Replace/Repair	0		meet with onyx at gauthier pump station	CLOSE		5/23/24 01:51 PM	5/23/24 01:51 PM	
3951749			5870, Gauthier Pump Station	PM	Inspection	0		Confined spsce entry to investigate loose and crumbling electrical conduit	CLOSE		6/5/24 02:28 PM	6/5/24 02:28 PM	
3951851	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	5/26/24 12:00 AM	6/21/24 02:33 PM	6/21/24 02:33 PM	
3952244			5870, Gauthier Pump Station	CORR	Inspection	0		Gauthier- Gather Info to get Quote For Repairs	CLOSE		6/7/24 07:35 AM	6/7/24 07:35 AM	- Installed new 3C #8AWG Teck cable for Pump 1 and Pump 2. Removed old conduit and wiring that went through the well.

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3966918			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	6/1/24 12:00 AM	6/14/24 12:42 PM	6/14/24 12:42 PM	
3967013	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	6/1/24 12:00 AM	6/21/24 02:38 PM	6/21/24 02:38 PM	
3967017	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	6/1/24 12:00 AM	6/21/24 02:34 PM	6/21/24 02:34 PM	
3967044	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	6/1/24 12:00 AM	6/21/24 02:36 PM	6/21/24 02:36 PM	
3967063	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	6/1/24 12:00 AM	6/21/24 02:36 PM	6/21/24 02:36 PM	
3967163			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	6/1/24 12:00 AM	6/26/24 02:28 PM	6/26/24 02:28 PM	
3967167			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	6/1/24 12:00 AM	6/26/24 02:27 PM	6/26/24 02:27 PM	
3967185			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	6/1/24 12:00 AM	6/26/24 02:28 PM	6/26/24 02:28 PM	
3967963	0000260585	PUMP SUBMERSIBLE 01 ST ALPHONSE PS 5696-SPAL	5696, St Alphonse Pumping Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 01 Sandwich S PS Service (1y) - 5696	CLOSE	6/1/24 12:00 AM	8/14/24 07:51 AM	8/14/24 07:51 AM	
3967972	0000260586	PUMP SUBMERSIBLE NORTH WASTEWATER 5696-SPAL	5696, St Alphonse Pumping Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 02 Sandwich S PS Service (1y) - 5696	CLOSE	6/1/24 12:00 AM	8/14/24 07:50 AM	8/14/24 07:50 AM	
3972655			5921, Lakewood Sewage Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Drive VFD 01 Lakewood PS Insp/Service Route (1y) - 5921	CLOSE	6/1/24 12:00 AM	6/11/24 08:57 AM	6/11/24 08:57 AM	- in service
3972676			5696, St Alphonse Pumping Station	PM	Refurbish/Replace/Repair	1	YEARS	St. Alphonse/Sylvestre Bypass Gate Test (1y) - 5696	COMP	6/1/24 12:00 AM	1/2/25 08:21 AM	1/2/25 08:21 AM	
3972678			5870, Gauthier Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Cedarwood WWC Bypass Gate Test (1y) - 5870	CLOSE	6/1/24 12:00 AM	6/5/24 02:58 PM	6/5/24 02:58 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
3972691	0000150408	METER LEVEL WET WELL PUMP CONTROLLER 5696-SPSY	5696, Sylvestre Pumping Station	PM	Calibration	1	YEARS	Meter Level Sylvester PS Insp/Service (1y) - 5696	CLOSE	6/1/24 12:00 AM	6/7/24 10:01 AM	6/7/24 10:01 AM	- Inspect Meter Level, Tested Confirmed Numbers
3972697	0000281503	METER LEVEL WET WELL PUMP CONTROLLER 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Calibration	1	YEARS	Meter Level Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/24 12:00 AM	6/11/24 08:52 AM	6/11/24 08:52 AM	- in service
3972778	0000281506	PUMP SUBMERSIBLE 01 LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 01 Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/24 12:00 AM	9/11/24 01:48 PM	9/11/24 01:48 PM	
3972787	0000281507	PUMP SUBMERSIBLE 02 LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 02 Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/24 12:00 AM	9/11/24 01:49 PM	9/11/24 01:49 PM	
3972796	0000281508	PUMP SUBMERSIBLE Out For Repairs (Spare) LAKEWOOD PS 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Submersible 03 Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/24 12:00 AM	9/18/24 03:38 PM	9/18/24 03:38 PM	
3972869	0000150407	PUMP SUBMERSIBLE 02 SYLVESTER PS 5696-SPSY	5696, Sylvestre Pumping Station	PM	Refurbish/Replace/Repair	1	YEARS	Pump Cent #2 Sylvester Pump Station Insp/Service (1y) - 5696	COMP	6/1/24 12:00 AM	1/2/25 08:22 AM	1/2/25 08:22 AM	
3972873	0000281512	UPS VFD's PANEL BATTERY BACKUP 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	YEARS	UPS Battery Backup Lakewood PS Insp/Service (1y) - 5921	CLOSE	6/1/24 12:00 AM	6/11/24 08:50 AM	6/11/24 08:50 AM	- tested ups. in service
3989931			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	6/1/24 12:00 AM	6/21/24 02:37 PM	6/21/24 02:37 PM	
3989947			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	6/1/24 12:00 AM	6/21/24 02:34 PM	6/21/24 02:34 PM	
3997319			5870, Gauthier Pump Station	CORR	Refurbish/Replace/Repair	0		Inspect communications fault at gauthier pump station	CLOSE		6/7/24 07:38 AM	6/7/24 07:38 AM	-
4000490			5921, Lakewood Sewage Pump Station	CORR	Inspection	0		Back up Parameters on Meter level Controller Lakewood	CLOSE		6/21/24 07:25 AM	6/21/24 07:25 AM	- Inspected Level controller did a back up of parameters

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4000803			5921, Lakewood Sewage Pump Station	CORR	Refurbish/Replace/Repair	0		lakewood faults on alarm panel	CLOSE		7/5/24 08:09 AM	7/5/24 08:09 AM	- in service
4015381			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	7/1/24 12:00 AM	7/12/24 03:15 PM	7/12/24 03:15 PM	
4015476	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	7/1/24 12:00 AM	7/25/24 10:43 AM	7/25/24 10:43 AM	
4015480	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	7/1/24 12:00 AM	7/25/24 10:31 AM	7/25/24 10:31 AM	
4015499	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	7/1/24 12:00 AM	7/25/24 10:38 AM	7/25/24 10:38 AM	
4015526	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	7/1/24 12:00 AM	7/25/24 10:40 AM	7/25/24 10:40 AM	
4015545	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	7/1/24 12:00 AM	7/25/24 10:41 AM	7/25/24 10:41 AM	
4015645			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	7/1/24 12:00 AM	7/25/24 10:44 AM	7/25/24 10:44 AM	
4015649			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	7/1/24 12:00 AM	7/25/24 10:39 AM	7/25/24 10:39 AM	
4015667			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	7/1/24 12:00 AM	7/25/24 10:41 AM	7/25/24 10:41 AM	
4038658			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	7/1/24 12:00 AM	7/25/24 10:42 AM	7/25/24 10:42 AM	
4038674			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	7/1/24 12:00 AM	7/25/24 10:39 AM	7/25/24 10:39 AM	
4046248			5696, St Alphonse Pumping Station	CORR	Refurbish/Replace/Repair	0		inspect grips at st alphonse	CLOSE		7/31/24 10:38 AM	7/31/24 10:38 AM	- new grips installed. in service
4048372			5870, Gauthier Pump Station	OPER	Refurbish/Replace/Repair	0		Gauthier valve gate problem closing	CLOSE		9/27/24 07:58 AM	9/27/24 07:58 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4050057			5696, St Alphonse Pumping Station	CORR	Inspection	0		ESA DEFECTS ST. Alphonse PS	CLOSE		8/9/24 02:22 PM	8/9/24 02:22 PM	- PowerServe has installed new junction boxes and new EYS's. All EYS have been poured. Defect is corrected
4050062			5696, Tecumseh 8th Concession Metering Site	CORR	Inspection	0		ESA DEFECTS Concession 8 Meter Station	CLOSE		8/9/24 02:21 PM	8/9/24 02:21 PM	-2 inch conduit on power pole, has 3 damaged straps. Installed 4 new straps on power pole.
4050091			5696, St Alphonse Pumping Station	CORR	Refurbish/ Replace/Repair	0		replace kellum grips at st alphonse	CLOSE		7/31/24 10:40 AM	7/31/24 10:40 AM	- in service
4064057			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	8/1/24 12:00 AM	8/1/24 12:25 PM	8/1/24 12:25 PM	
4064152	0000150409	PANEL ALARM/ DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	8/1/24 12:00 AM	9/25/24 02:21 PM	9/25/24 02:21 PM	
4064156	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	8/1/24 12:00 AM	9/25/24 02:24 PM	9/25/24 02:24 PM	
4064175	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	8/1/24 12:00 AM	9/25/24 02:24 PM	9/25/24 02:24 PM	
4064202	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	8/1/24 12:00 AM	9/25/24 02:24 PM	9/25/24 02:24 PM	
4064221	0000281504	PANEL ALARM/ DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	8/1/24 12:00 AM	9/24/24 09:24 AM	9/24/24 09:24 AM	
4064319			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	8/1/24 12:00 AM	9/25/24 02:25 PM	9/25/24 02:25 PM	
4064323			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	8/1/24 12:00 AM	9/25/24 02:25 PM	9/25/24 02:25 PM	
4064341			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	8/1/24 12:00 AM	9/25/24 02:25 PM	9/25/24 02:25 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4073229			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	8/1/24 12:00 AM	8/9/24 02:38 PM	8/9/24 02:38 PM	Submitted Quarterly bypass report 08/06/2024 to MECP - Submitted Quarterly bypass report 08/06/2024 to MECP
4084153			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	8/1/24 12:00 AM	9/24/24 09:35 AM	9/24/24 09:35 AM	
4084170			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	8/1/24 12:00 AM	9/24/24 09:36 AM	9/24/24 09:36 AM	
4092288			5696, St Alphonse Pumping Station	CORR	Inspection	0		PowerServe Relocating Power and Control Cables at St. Alphonse	CLOSE		8/8/24 01:05 PM	8/8/24 01:05 PM	- PowerServe Installed 4 new conduits from wet well to Control panel, added two Junction boxes one for Pump Cables one for Floats and IS Relay. Everything has been tested afterwards all in working condition.
4093526			St. Clair Beach Wastewater Collection System	CALL	Inspection	0		Lakewood High Level alarms	COMP		8/10/24 02:40 PM	8/10/24 06:40 PM	- Lakewood going in and out of high level, arrived on site found everything working properly, found pump #3 in off position on panel but still assigned to Lag pump from auto sequence on computer, switched it to out of service, leaving pump 1 and 2 as lead and lag, no more alarms came in after, watching a few cycles all ok
4094868			5696, St Alphonse Pumping Station	CORR	Inspection	0		North Pump 1 Has leakage Fault St. Alphonse	CLOSE		8/23/24 01:59 PM	8/23/24 01:59 PM	- Pump was replaced, And pump that leaks is being sent out for repair
4110386			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	9/1/24 12:00 AM	9/19/24 07:43 AM	9/19/24 07:43 AM	
4110486	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	9/1/24 12:00 AM	10/3/24 02:52 PM	10/3/24 02:52 PM	
4110490	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	9/1/24 12:00 AM	10/3/24 02:47 PM	10/3/24 02:47 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4110509	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	9/1/24 12:00 AM	10/3/24 02:47 PM	10/3/24 02:47 PM	
4110536	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	9/1/24 12:00 AM	10/3/24 02:37 PM	10/3/24 02:37 PM	
4110555	0000281504	PANEL ALARM/ DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	9/1/24 12:00 AM	10/3/24 02:38 PM	10/3/24 02:38 PM	
4110652			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	9/1/24 12:00 AM	10/3/24 02:53 PM	10/3/24 02:53 PM	
4110656			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	9/1/24 12:00 AM	10/3/24 02:47 PM	10/3/24 02:47 PM	
4110674			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	9/1/24 12:00 AM	10/3/24 02:38 PM	10/3/24 02:38 PM	
4111439	0000260587	METER LEVEL LIT-01 PUMP LEVEL CONTROLLER 5696- SP01	5696, St Alphonse Pumping Station	PM	Calibration	1	YEARS	Meter Level Sewage Alphonse Insp (1y) - 5696	CLOSE	9/1/24 12:00 AM	9/5/24 07:52 AM	9/5/24 07:52 AM	- in service
4113429			5870, Gauthier Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5870	CLOSE	9/1/24 12:00 AM	10/18/24 02:12 PM	10/18/24 02:12 PM	
4113431			5921, Lakewood Sewage Pump Station	PM	Inspection	4	MONTHS	Building and Grounds Insp/Service (4m) - 5921	CLOSE	9/1/24 12:00 AM	10/18/24 02:13 PM	10/18/24 02:13 PM	
4115807	0000150406	PUMP SUBMERSIBLE 01 SYLVESTER PS 5696- SPSY	5696, Sylvestre Pumping Station	PM	Refurbish/ Replace/Repair	1	YEARS	Pump Cent #1 Sylvester Pump Station Insp/Service (1y) - 5696	COMP	9/1/24 12:00 AM	1/2/25 08:30 AM	1/2/25 08:30 AM	
4115820	0000150674	UPS BATTERY BACK- UP 5696-WCSH	5696, Shawnee Meter Station	PM	Inspection	1	YEARS	UPS Sandwich South Meter Station Insp/Service (1y) - 5696	CLOSE	9/1/24 12:00 AM	9/5/24 07:53 AM	9/5/24 07:53 AM	- test ups in service
4115831	0000134132	RECORDER CHART 7 DAY PAPER WET WELL LEVEL 5870- SPGA	5870, Gauthier Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Recorder Chart Level Tecumseh PS Insp/Service (1y) - 5870	CLOSE	9/1/24 12:00 AM	11/7/24 07:41 AM	11/7/24 07:41 AM	- in service

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

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 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4119444			5870, Cedarwood WWC	PM	Compliance	6	MONTHS	Town of Tecumseh FEP Contact List Updates (6m)	CLOSE	9/1/24 12:00 AM	9/20/24 01:28 PM	11/1/24 10:43 AM	Contact List Update - Updated MECP Officer Contact Updated SPS Manager Contact Updated ORO Contact to Just Greg Badder Updated PCT to Myself Updated H&S Rep to Scott Updated Phone Number for Town of Tecumseh Rep Added in Hawley Anderson to SGS Contact List Completed 10/31/24
4132781			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	9/1/24 12:00 AM	10/3/24 02:39 PM	10/3/24 02:39 PM	
4132797			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	9/1/24 12:00 AM	10/3/24 02:46 PM	10/3/24 02:46 PM	
4133440			Tecumseh Wastewater Collection System	PM	Compliance	1	YEARS	Creation of Sampling Calendar (Tecumseh Collection System)	CLOSE	9/1/24 12:00 AM	10/28/24 09:59 AM	11/8/24 01:34 PM	WO Completed - Completed Sample Calendars for Tecumseh Collection 11/07/24
4143180			5696, St Alphonse Pumping Station	CORR	Inspection	0		meet electrical inspector st alphonse	CLOSE		9/10/24 11:29 AM	9/10/24 11:29 AM	- in service
4143268			5921, Lakewood Sewage Pump Station	CORR	Inspection	0		Lakewood Pump Pull	CLOSE		9/17/24 11:25 AM	9/17/24 11:25 AM	-Found Rails in Pump 3 location damaged and have separated. Repaired Rails, then dropped pump in. Tested everything good to go!
4143509			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		meet with security one lakewood alarm issue	CLOSE		9/18/24 02:51 PM	9/18/24 02:51 PM	- in service
4144412			5921, Lakewood Sewage Pump Station	CORR	Refurbish/ Replace/Repair	0		Lakewood rail repair	CLOSE		9/17/24 11:28 AM	9/17/24 11:28 AM	
4144557			5921, Lakewood Sewage Pump Station	OPER	Predictive Maintenance	0		wet well cleaning-lakewood,st alphonse,sylvester	CLOSE		10/3/24 02:40 PM	10/3/24 02:40 PM	
4146233			5870, Gauthier Pump Station	CORR	Refurbish/ Replace/Repair	0		gauthier communication issues with keypad	CLOSE		10/15/24 07:59 AM	10/15/24 07:59 AM	- in service
4159940			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	10/1/24 12:00 AM	10/4/24 08:02 AM	10/4/24 08:02 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4160035	0000150409	PANEL ALARM/ DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	10/1/24 12:00 AM	11/1/24 01:33 PM	11/1/24 01:33 PM	
4160039	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	10/1/24 12:00 AM	11/1/24 01:26 PM	11/1/24 01:26 PM	
4160058	0000152599	PANEL ALARM/ DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	10/1/24 12:00 AM	11/1/24 01:26 PM	11/1/24 01:26 PM	
4160089	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	10/1/24 12:00 AM	11/1/24 01:19 PM	11/1/24 01:19 PM	
4160108	0000281504	PANEL ALARM/ DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	10/1/24 12:00 AM	11/1/24 01:23 PM	11/1/24 01:23 PM	
4160205			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	10/1/24 12:00 AM	11/1/24 01:32 PM	11/1/24 01:32 PM	
4160209			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	10/1/24 12:00 AM	11/1/24 01:27 PM	11/1/24 01:27 PM	
4160227			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	10/1/24 12:00 AM	11/1/24 01:24 PM	11/1/24 01:24 PM	
4165696			5870, Gauthier Pump Station	PM	HEALTH AND SAFETY	1	YEARS	Fire Extinguisher Cedarwood WWC Inspection/Service (1y) - 5870	COMP	10/1/24 12:00 AM	1/27/25 09:40 AM	1/27/25 09:40 AM	
4165705			5921, Lakewood Sewage Pump Station	PM	HEALTH AND SAFETY	1	YEARS	Fire Extinguisher St. Clair Beech WWC Inspection/Service (1y) - 5921	COMP	10/1/24 12:00 AM	1/27/25 09:41 AM	1/27/25 09:41 AM	
4165714			5870, Gauthier Pump Station	PM	Compliance	2	YEARS	FEP Site Contingency Plan Review Cedarwood (2y) - 5870	COMP	10/1/24 12:00 AM	11/1/24 10:23 AM	12/20/24 11:20 AM	Gauthier Pump Station FEP Binder Done -Contact List has been updated in FEP binder and corrections have been documented and now placed back in Gauthier Pump Station.
4165975	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Refurbish/ Replace/Repair	1	YEARS	Engine Diesel Genset Lakewood PS Insp/Service (1y) - 5921	CLOSE	10/1/24 12:00 AM	11/7/24 02:18 PM	11/7/24 02:18 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM
 Report End Date: Dec 31, 2024 11:59 PM
 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,5922,5922-WCNT
 Work Order Type: CALL,CAP,CORR,EMER,OPER,PM
 Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4183945			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	10/1/24 12:00 AM	11/1/24 01:24 PM	11/1/24 01:24 PM	
4183961			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	10/1/24 12:00 AM	11/1/24 01:30 PM	11/1/24 01:30 PM	
4192987			5870, Gauthier Pump Station	CORR	Inspection	0		Gauthier, 1st Stage, 2nd Stage floats backwards	CLOSE		10/10/24 02:18 PM	10/10/24 02:18 PM	
4194024			5696, St Alphonse Pumping Station	CALL	Refurbish/ Replace/Repair	0		Call In - St. Alphonse Loss Of Echo - 5696	CLOSE		10/11/24 04:40 PM	10/11/24 05:30 PM	Call In - St. Alphonse Loss Of Echo - 5696 - Oct. 11, 2024 <ul style="list-style-type: none"> • Call in at 16:40 - Loss of Echo • Level indicator reading was just ----- • Powered off station to reboot level indicator • Still read ----- • Tapped on level indicator and it started to read properly and pumped down station to normal level
4194486	0000260587	METER LEVEL LIT-01 PUMP LEVEL CONTROLLER 5696-SP01	5696, St Alphonse Pumping Station	CORR	Inspection	0		Need to Inspect Milltronics, Had Loss of ECHO	CLOSE		10/18/24 07:56 AM	10/18/24 07:56 AM	- Inspected wiring for Milltronics, Inspected the head in the well. Was told the screen on Milltronics was blank, causing a loss of echo. Found no issues onsite
4195711			5870, Gauthier Pump Station	CORR	Refurbish/ Replace/Repair	0		Emergency Light In Generator has Failed Gauthier PS	CLOSE		11/4/24 01:48 PM	11/4/24 01:48 PM	- replace emergency light., in service
4208745			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	CLOSE	11/1/24 12:00 AM	11/28/24 11:42 AM	11/28/24 11:42 AM	
4208861	0000150409	PANEL ALARM/ DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	CLOSE	11/1/24 12:00 AM	11/29/24 02:20 PM	11/29/24 02:20 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4208865	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	CLOSE	11/1/24 12:00 AM	11/29/24 02:10 PM	11/29/24 02:10 PM	
4208884	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	CLOSE	11/1/24 12:00 AM	11/29/24 02:10 PM	11/29/24 02:10 PM	
4208917	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	CLOSE	11/1/24 12:00 AM	11/29/24 02:12 PM	11/29/24 02:12 PM	
4208940	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	CLOSE	11/1/24 12:00 AM	11/29/24 02:12 PM	11/29/24 02:12 PM	done november 22 2024
4209112			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	CLOSE	11/1/24 12:00 AM	11/29/24 02:20 PM	11/29/24 02:20 PM	
4209116			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	CLOSE	11/1/24 12:00 AM	11/29/24 02:11 PM	11/29/24 02:11 PM	
4209134			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	CLOSE	11/1/24 12:00 AM	11/29/24 02:14 PM	11/29/24 02:14 PM	
4213636	0000281505	METER FLOW F/M RAW SEWAGE 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Refurbish/Replace/Repair	1	YEARS	Meter Flow Sewage Lakewood PS Insp/Service (1y) - 5921	COMP	11/1/24 12:00 AM	12/9/24 08:41 AM	12/9/24 08:41 AM	- Calibrations were done in July, 2024
4213639	0000260594	METER FLOW WASTEWATER 5922-WCNT	5922, North Talbot Meter Station	PM	Refurbish/Replace/Repair	1	YEARS	Meter Flow North Talbot Collection Insp/Service (1y) - 5922	COMP	11/1/24 12:00 AM	12/9/24 08:42 AM	12/9/24 08:42 AM	- Calibrations were done in July, 2024
4217421			5921, Lakewood Sewage Pump Station	PM	Compliance	3	MONTHS	MECP Overflow & Bypass Event Summary (3m) 5921	CLOSE	11/1/24 12:00 AM	11/8/24 01:40 PM	11/8/24 01:40 PM	WO Completed - Overflow bypass report submitted to MECP and Client no Overflows for 3rd Quarter
4227645			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	CLOSE	11/1/24 12:00 AM	11/29/24 02:15 PM	11/29/24 02:15 PM	
4227661			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	CLOSE	11/1/24 12:00 AM	11/29/24 02:11 PM	11/29/24 02:11 PM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4228246			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Monthly Facility Walkthrough (1m) - Lakeshore / Tecumseh	COMP	11/1/24 12:00 AM	12/9/24 02:48 PM	12/9/24 02:48 PM	WO DONE - Monthly Compliance inspection completed at Gauthier Pump Station. Only one item found that is of concern was eye wash station being updated. WO Done - Checked Belle River Station 2. Again only issue was EYE wash station not being Checked
4250779			5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Pump Screw Insp/Service Route (1m/1y/3y) - 5870	COMP	12/1/24 12:00 AM	1/2/25 08:34 AM	1/2/25 08:34 AM	
4250874	0000150409	PANEL ALARM/DIALER PUMPING STATION 5696-SPSY	5696, Sylvestre Pumping Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5696	COMP	12/1/24 12:00 AM	12/20/24 09:28 AM	12/20/24 09:28 AM	
4250878	0000134136	ENGINE DIESEL GENSET TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5870	COMP	12/1/24 12:00 AM	12/20/24 09:15 AM	12/20/24 09:15 AM	
4250897	0000152599	PANEL ALARM/DIALER TECUMSEH PS	5870, Gauthier Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5870	COMP	12/1/24 12:00 AM	12/20/24 09:14 AM	12/20/24 09:14 AM	
4250924	0000281514	ENGINE DIESEL GENSET LAKEWOOD PS	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Engine Diesel Insp/Test (1m) - 5921	COMP	12/1/24 12:00 AM	12/20/24 09:25 AM	12/20/24 09:25 AM	
4250943	0000281504	PANEL ALARM/DIALER PUMPING STATION 5921-SPLW	5921, Lakewood Sewage Pump Station	PM	Inspection	1	MONTHS	Alarm Dialer Insp/Test (1m) - 5921	COMP	12/1/24 12:00 AM	12/20/24 09:26 AM	12/20/24 09:26 AM	
4251040			5696, St Alphonse Pumping Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5696	COMP	12/1/24 12:00 AM	12/20/24 09:28 AM	12/20/24 09:28 AM	
4251044			5870, Gauthier Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5870	COMP	12/1/24 12:00 AM	12/20/24 09:14 AM	12/20/24 09:14 AM	
4251062			5921, Lakewood Sewage Pump Station	PM	Compliance	1	MONTHS	Sampling and Testing Monthly (1m) - 5921	COMP	12/1/24 12:00 AM	12/20/24 09:26 AM	12/20/24 09:26 AM	

Workorder Summary Report

Report Start Date: Jan 1, 2024 12:00 AM

Report End Date: Dec 31, 2024 11:59 PM

 Location: 5696,5696-SPAL,5696-SPSY,5696-WCSH,5696-WCT8,5870,5870-SPGA,5870-WCCW,5870-WCRE,5921,5921-SPLW,5921-WCSL,
 5922,5922-WCNT

Work Order Type: CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
4269038			5921, St. Clair Beach Wastewater Collection System	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher St. Clair Beach Inspection (1m) - 5516	COMP	12/1/24 12:00 AM	12/20/24 09:27 AM	12/20/24 09:27 AM	
4269054			5870, Cedarwood WWC	PM	HEALTH AND SAFETY	1	MONTHS	Fire Extinguisher Cedarwood Inspection (1m) - 5870	COMP	12/1/24 12:00 AM	12/20/24 09:14 AM	12/20/24 09:14 AM	
4276487			Cedarwood WWC	CAP	Administrative	0		Tecumseh CR46-W and WW Client Project ORG # 5870	COMP		12/23/24 10:14 AM	12/23/24 10:14 AM	

Appendix II Flow Meter Calibration Certificates



AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION
PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - Essex Region, Belle River Cluster	[MUT] MANUFACTURER	ENDRESS & HAUSER
CONTACT	Mark Zdunic Instrument Tech 276 Rourke Line Rd. Belle River, ON, Canada, N0R 1A0 Cell: 226-757-4649 Email: mzdunic@ocwa.com	MODEL	Promag
		CONVERTER S/N:	HB02C916000
		DISCONNECT	Pull Plug on Unit
		PLANT ID	Lakewood P/S
		METER ID	Station Flow Meter
		FIT ID	N/A
		CLIENT TAG	OCWA# 281505
		OTHER	ORG N/A
		GPS COORDINATES	N42 17.453 W082 43.979
VER. BY - FM	Paris Machuk	VERIFICATION DATE	June 26, 2024
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was conducted.		CAL. FREQUENCY	Annual
		CAL. DUE DATE	June, 2025

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION		
DIAMETER (DN)	mm	350	AS FOUND	8748356	M3
F.S. FLOW - MAG	LPS	962.084	AS LEFT	8748468	M3
F.S. RANGE - O/P	LPS	300.000	DIFFERENCE	112	M3
TUBE k-FACTOR		0.85000			
TUBE zero		0			
			TEST CRITERIA		
			AS FOUND CERTIFICATION TEST	Yes	
			FORWARD FLOW DIRECTION	Yes	
			ALLOWABLE [%] ERROR	15	
			COMPONENTS TESTED		
			CONVERTER DISPLAY	yes	
			mA OUTPUT	yes	
			TOTALIZER	yes	
			ACCURACY BASED ON [% o.r.]	yes	
			ERROR DOCUMENTED IN THIS REPORT; BASED ON % o.r.		

FLOW TUBE SIMULATION							
		0.0	75.0	150.0	225.0	300.0	LPS
		0.0	7.8	15.6	23.4	31.2	% F.S. Flow
		0.0	25.0	50.0	75.0	100.0	% F.S. Range
REF. FLOW RATE		0.000	75.000	150.000	225.000	300.000	LPS
MUT [Reading]		0.000	74.897	149.92	224.61	299.59	LPS
MUT [Difference]		0.000	-0.103	-0.080	-0.390	-0.410	LPS
MUT [% Error]		n/a	-0.14	-0.05	-0.17	-0.14	% O.R
mA OUTPUT		4.000	8.000	12.000	16.000	20.000	mA
MUT [Reading]	min. 4 mA	3.999	7.991	11.992	15.976	19.973	mA
MUT [Difference]	max. 20 mA	-0.001	-0.009	-0.008	-0.024	-0.027	mA
MUT [% Error]		n/a	-0.11	-0.07	-0.15	-0.14	% O.R
TOTALIZER - REF. FLOW RATE						300.000	LPS
TOTALIZER [MUT]						24	M3
TEST TIME						81.92	SECONDS
CALC. TOTALIZER						24.576	M3
ERROR						-2.40	%

COMMENTS	QUALITY MANAGEMENT STANDARDS INFO.			RESULTS		
	[QMS] INFORMATION	IDENT.	ID #	TEST	AVG % o.r.	PASS FAIL
	[REFERENCE] FTS	E&H (FC)	1			
	PROCESS METER	DMM	20	DISPLAY	-0.13	PASS
	ANALOG METER	AM	N/A	mA OUTPUT	-0.12	PASS
	STOP WATCH	SW	Yes	TOTALIZER - R	-2.40	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.



AS LEFT CERTIFICATION

PASS

CLIENT DETAIL

CUSTOMER OCWA - Essex Region, Belle River Cluster
CONTACT Mark Zdunic
Instrument Tech
276 Rourke Line Rd.
Belle River, ON, Canada, N0R 1A0
Cell: 226-757-4649
Email: mzdunic@ocwa.com

EQUIPMENT DETAIL

[MUT] MANUFACTURER Siemens-Milltroncs
MODEL OCM III
CONVERTER SERIAL NUMBER PBD/B5090220

PLANT ID Concession Rd #8
METER ID Flow Meter - Palmer Bowlus - Modified
FIT ID FIT-501
CLIENT TAG OCWA# 359024
OTHER N/A
GPS COORDINATES N42 14.694 W082 56.826

VERIFICATION DATE June 26, 2024
CAL. FREQUENCY Annual
CAL. DUE DATE June, 2025

VER. BY - FM Paris Machuk

Quality Management Standards Information -
Reference equipment and instrumentation used to
conduct this verification test is found in our AC-QMS
document at the time this test was conducted.

PROGRAMMING PARAMETERS

THROAT DIMENSION (DN)	inches	24
EMPTY DISTANCE	m	1.037
MAX. HEAD	m	0.4513
BLANKING DISTANCE	m	0.305
DEAD ZONE	m	0.586
MAX. FLOW	LPS	325.000
F.S. RANGE - O/P	LPS	325.0
OFFSET	m	0.115

TOTALIZER

AS FOUND	109920	M3
AS LEFT	109974	M3
DIFFERENCE	54	M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST	No
ALLOWABLE [%] ERROR	15

COMPONENTS TESTED

CONVERTER DISPLAY	yes
mA OUTPUT	yes
TOTALIZER	yes
ACCURACY BASED ON [% o.r.]	no
ERROR DOCUMENTED IN THIS REPORT; BASED ON % F.S.	

Ultrasonic sensor installed to ensure full scale flow condition

AS FOUND TEST RESULTS

		1.6	6.0	21.9	46.6	79.8	% Max. Flow
		0.050	0.100	0.200	0.300	0.400	m
REF. FLOW RATE		5.334	19.469	71.067	151.567	259.412	LPS
MUT [Reading]		3.02	15.90	65.91	143.25	250.92	LPS
MUT [Difference]		-2.315	-3.567	-5.161	-8.317	-8.492	LPS
MUT [% Error]		-0.71	-1.10	-1.59	-2.56	-2.61	%
mA OUTPUT		4.263	4.958	7.499	11.462	16.771	mA
MUT [Reading]	min. 4.000 mA	4.155	4.791	7.261	11.046	16.330	mA
MUT [Difference]	max. 20.000 mA	-0.108	-0.167	-0.238	-0.416	-0.441	mA
MUT [% Error]		-0.54	-0.84	-1.19	-2.08	-2.21	%
TOTALIZER - REF. FLOW RATE						259.412	LPS
TOTALIZER [MUT]						15	M3
TEST TIME						60.59	SECONDS
CALC. TOTALIZER						15.718	M3
ERROR						-4.79	%

COMMENTS

Equation Based on Builders Specifications (Monitario)
 $I/s=325*(\text{head-cm}/45.13)^{1.868}$
Head-cm L/S
5 5.33
10 19.47
20 71.07
30 151.57
40 259.41

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] LEVEL	Sim. BOARD	Yes
PROCESS METER	DMM	20
STOP WATCH	SW	Yes

RESULTS

TEST	AVG %FS	PASS FAIL
DISPLAY	-1.96	PASS
mA OUTPUT	-1.37	PASS
TOTALIZER	-4.79	PASS

** NOTE: these are expected values, the test above is in comparison to these values.

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.



AS LEFT CERTIFICATION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - Essex Region, Belle River Cluster	[MUT] MANUFACTURER	Siemens-Milltroncs
CONTACT	Mark Zdunic Instrument Tech 276 Rourke Line Rd. Belle River, ON, Canada, N0R 1A0 Cell: 226-757-4649 Email: mzdunic@ocwa.com	MODEL	OCM III
		CONVERTER SERIAL NUMBER	PBD/A3100295
		PLANT ID	North Talbot Flow
		METER ID	Flow Meter -Palmer Bowlus -Modified
		FIT ID	FIT0401
		CLIENT TAG	OCWA# 260594
		OTHER	N/A
		GPS COORDINATES	N42 18.337 W082 53.434
VER. BY - FM	Paris Machuk	VERIFICATION DATE	June 26, 2024
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was conducted.		CAL. FREQUENCY	Annual
		CAL. DUE DATE	June, 2025

PROGRAMMING PARAMETERS				TOTALIZER	
THROAT DIMENSION (DN)	inches	24		AS FOUND	2424736 M3
EMPTY DISTANCE	m	0.790		AS LEFT	2424831 M3
MAX. HEAD	m	0.450		DIFFERENCE	95 M3
BLANKING DISTANCE	m	0.305		TEST CRITERIA	
DEAD ZONE	m	0.340		AS FOUND CERTIFICATION TEST	No
MAX. FLOW	LPS	250.000		ALLOWABLE [%] ERROR	15
F.S. RANGE - O/P	LPS	250.0		COMPONENTS TESTED	
OFFSET	m	0.077		CONVERTER DISPLAY	yes
				mA OUTPUT	yes
				TOTALIZER	yes
				ACCURACY BASED ON [% o.r.]	No
				ERROR DOCUMENTED IN THIS REPORT; BASED ON % F.S.	

Ultrasonic sensor installed to ensure full scale flow condition

AS FOUND TEST RESULTS

		6.0	22.1	47.1	80.6	96.3	% Max. Flow
		0.100	0.200	0.300	0.400	0.440	m
REF. FLOW RATE		15.117	55.18	117.69	201.43	240.68	LPS
MUT [Reading]		29.584	78.43	148.16	239.03	278.20	LPS
MUT [Difference]		14.467	23.25	30.47	37.60	37.52	LPS
MUT [% Error]		5.79	9.30	12.19	15.04	15.01	%
mA OUTPUT		4.968	7.532	11.532	16.891	19.404	mA
MUT [Reading]	min. 4.000 mA	5.881	9.003	13.514	19.313	20.994	mA
MUT [Difference]	max. 20.000 mA	0.913	1.471	1.982	2.422	1.590	mA
MUT [% Error]		n/a	7.36	9.91	12.11	7.95	%
TOTALIZER - REF. FLOW RATE						240.681	LPS
TOTALIZER [MUT]						17	M3
TEST TIME						61.23	SECONDS
CALC. TOTALIZER						14.737	M3
ERROR						13.31	%

COMMENTS		QUALITY MANAGEMENT STANDARDS INFO.			RESULTS		
Equation Based on Construction Drawings		[QMS] INFORMATION	IDENT.	ID #	TEST	AVG %FS	PASS FAIL
l/s=(head(cm)/45^1.868x251		[REFERENCE] LEVEL	Sim. BOARD	n/a			
10	15.117	PROCESS METER	PM	n/a	DISPLAY	12.88	PASS
20	55.182	STOP WATCH	SW	n/a	mA OUTPUT	9.33	PASS
30	117.69				TOTALIZER	13.31	PASS
40	201.43	NOTE: miscommunication on which site we were at - used the offset of Conc. Rd. 8 which is					
44	240.68	111mm which should have been 77mm - above results are with 111mm offset inflating values					
** NOTE: these are expected values, the test above is in comparison to these values.							

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.



AS LEFT CERTIFICATION

PASS

CLIENT DETAIL

CUSTOMER OCWA - Essex Region, Belle River Cluster
CONTACT Mark Zdunic
Instrument Tech
276 Rourke Line Rd.
Belle River, ON, Canada, N0R 1A0
Cell: 226-757-4649
Email: mzdunic@ocwa.com

EQUIPMENT DETAIL

[MUT] MANUFACTURER Siemens-Milltroncs
MODEL OCM III
CONVERTER SERIAL NUMBER PBD/W5140125

PLANT ID Sandwich South Sewage
METER ID Flow Meter -Palmer Bowlus -Modified
FIT ID N/A
CLIENT TAG OCWA# 359032
OTHER N/A
GPS COORDINATES N42 18.337 W082 53.434

VERIFICATION DATE June 26, 2024
CAL. FREQUENCY Annual
CAL. DUE DATE June, 2025

VER. BY - FM Paris Machuk

Quality Management Standards Information -
Reference equipment and instrumentation used to
conduct this verification test is found in our AC-QMS
document at the time this test was conducted.

PROGRAMMING PARAMETERS

THROAT DIMENSION (DN)	inches	24
EMPTY DISTANCE	m	0.930
MAX. HEAD	m	0.450
BLANKING DISTANCE	m	0.470
DEAD ZONE	m	0.480
MAX. FLOW	LPS	250.000
F.S. RANGE - O/P	LPS	250.0
OFFSET	m	0.07

TOTALIZER

AS FOUND	17099296	M3
AS LEFT	17099401	M3
DIFFERENCE	105	M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST	No
ALLOWABLE [%] ERROR	15

COMPONENTS TESTED

CONVERTER DISPLAY	yes
mA OUTPUT	yes
TOTALIZER	yes
ACCURACY BASED ON [% o.r.]	No

Ultrasonic sensor installed to ensure full scale flow condition

ERROR DOCUMENTED IN THIS REPORT; BASED ON % F.S.

AS FOUND TEST RESULTS

		22.1	33.5	47.1	80.6	100.4	% Max. Flow
		0.200	0.250	0.300	0.400	0.450	m
REF. FLOW RATE		55.182	83.72	117.69	201.43	251.00	LPS
MUT [Reading]		51.448	78.45	111.07	190.77	239.79	LPS
MUT [Difference]		-3.734	-5.27	-6.62	-10.66	-11.21	LPS
MUT [% Error]		-1.49	-2.11	-2.65	-4.26	-4.48	%
mA OUTPUT		7.532	9.358	11.532	16.891	20.064	mA
MUT [Reading]	min. 4.000 mA	7.338	9.065	11.135	16.226	19.366	mA
MUT [Difference]	max. 20.000 mA	-0.194	-0.293	-0.397	-0.665	-0.698	mA
MUT [% Error]		-0.97	-1.47	-1.99	-3.33	-3.49	%
TOTALIZER - REF. FLOW RATE						251.000	LPS
TOTALIZER [MUT]						15	M3
TEST TIME						60.92	SECONDS
CALC. TOTALIZER						15.291	M3
ERROR						-1.94	%

COMMENTS

Equation Based on Construction Drawings
 $I/s = (\text{head}(\text{cm})/45)^{1.868} \times 251$
0cm 55.182
20cm 83.719
30cm 117.69
40cm 201.43
45cm 251

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] LEVEL	Sim. BOARD	Yes
PROCESS METER	PM	20
STOP WATCH	SW	Yes

RESULTS

TEST	AVG %FS	PASS FAIL
DISPLAY	-3.38	PASS
mA OUTPUT	-2.25	PASS
TOTALIZER	-1.94	PASS

** NOTE: these are expected values, the test above is in comparison to these values.

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.



AS FOUND CERTIFICATION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - Essex Region, Belle River Cluster	[MUT] MANUFACTURER	Siemens
CONTACT	Mark Zdunic Instrument Tech 276 Rourke Line Rd. Belle River, ON, Canada, N0R 1A0 Cell: 226-757-4649 Email: mzdunic@ocwa.com	MODEL	LUT440
		CONVERTER SERIAL NUMBER	PBD/JN140130
		PLANT ID	Cedarwood PS
		METER ID	Station Flow
		FIT ID	n/a
		CLIENT TAG	N/A
		OTHER	N/A
		GPS COORDINATES	N42 19.573 W082 53.651
VER. BY - FM	Paris Machuk / Charles Francisco	VERIFICATION DATE	June 25, 2024
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was conducted.		CAL. FREQUENCY	Annual
		CAL. DUE DATE	June, 2025

PROGRAMMING PARAMETERS			TOTALIZER	
THROAT DIMENSION (DN)	inches	24	AS FOUND	2670.1 M3
EMPTY DISTANCE, zero referer	m	1.179	AS LEFT	2787.73 M3
MAX. HEAD	m	0.939	DIFFERENCE	117.63 M3
BLANKING DISTANCE	m	0.305		TEST CRITERIA
DEAD ZONE	m	0.240	AS FOUND CERTIFICATION TEST	Yes
MAX. FLOW	LPS	752.3	ALLOWABLE [%] ERROR	15
F.S. RANGE - O/P	LPS	752.3		COMPONENTS TESTED
THROAT OFFSET	mm	180	CONVERTER DISPLAY	yes
			mA OUTPUT	yes
			TOTALIZER	yes
			ACCURACY BASED ON [% o.r.]	no
			ERROR DOCUMENTED IN THIS REPORT; BASED ON % F.S.	

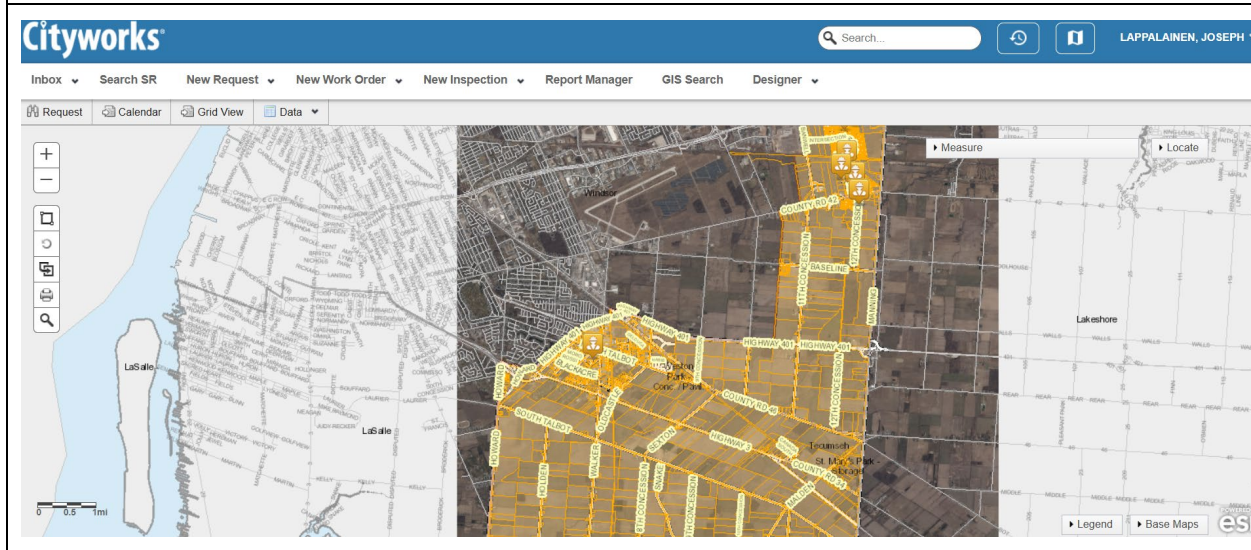
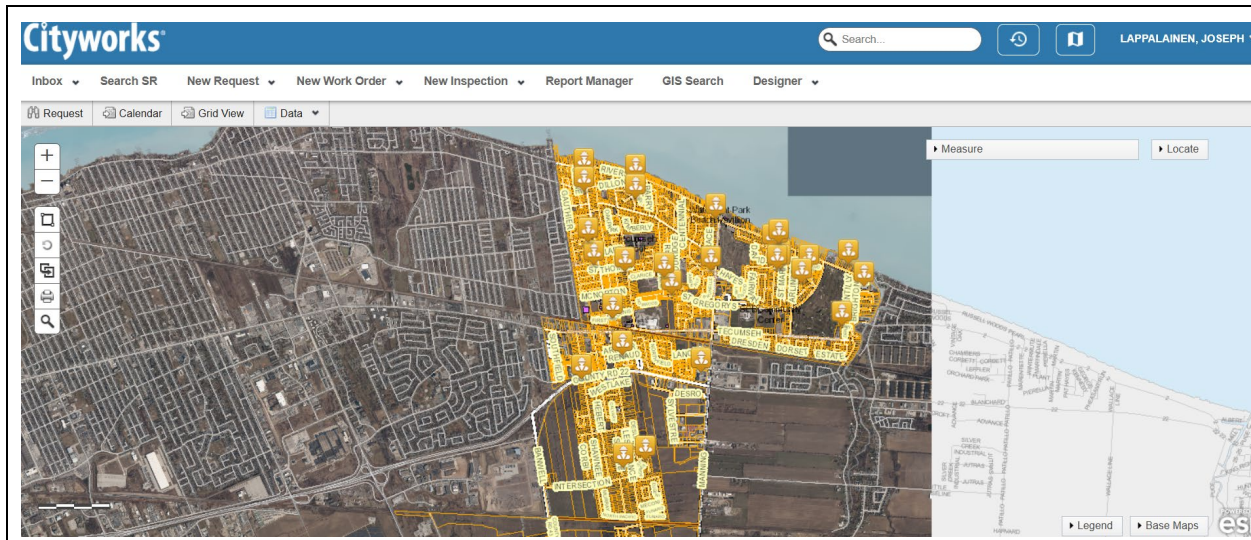
Ultrasonic sensor installed to ensure full scale flow condition

AS FOUND TEST RESULTS							
		0.0	3.1	9.1	17.1	50.0	% F.S. Range
		0.000	0.100	0.200	0.300	0.600	m
REF. FLOW RATE		0.000	23.532	68.763	128.756	376.235	LPS
MUT [Reading]		0.000	21.830	69.440	127.970	380.750	LPS
MUT [Difference]		0.000	-1.702	0.677	-0.786	4.515	LPS
MUT [% Error]		n/a	-0.23	0.09	-0.10	0.60	%
mA OUTPUT		4.000	4.501	5.463	6.739	12.002	mA
MUT [Reading]	min. 4.000 mA	3.998	4.461	5.492	6.821	12.025	mA
MUT [Difference]	max. 20.000 mA	-0.002	-0.040	0.029	0.082	0.023	mA
MUT [% Error]		-0.01	-0.20	0.15	0.41	0.11	%
TOTALIZER - REF. FLOW RATE						376.235	LPS
TOTALIZER [MUT]						35.57	M3
TEST TIME						95.29	SECONDS
CALC. TOTALIZER						35.851	M3
ERROR						-0.79	%

COMMENTS	QUALITY MANAGEMENT STANDARDS INFO.			RESULTS		
	[QMS] INFORMATION	IDENT.	ID #	TEST	AVG %FS	PASS FAIL
	[REFERENCE] LEVEL	Sim. BOARD	Yes			
	PROCESS METER	PM	20	DISPLAY	0.09	PASS
	STOP WATCH	SW	Yes	mA OUTPUT	0.09	PASS
				TOTALIZER	-0.79	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

Appendix III Service Request Map View for Town of Tecumseh Sewage Collection System



Legend

CLI-ECA Sanitary System 2024
Complaints





March 13, 2025

To:

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

From:

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

Re:

**Town of Tecumseh Stormwater Management System (#040-S701)
Annual Performance Report for 2024**

The enclosed Annual Performance Report for Town of Tecumseh Stormwater Management System (#040-S701, Issue 1) has been prepared by the Operating Authority, the Corporation of The Town of Tecumseh, for the operating year of 2024.

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

The report enclosed is to be made available, on request and without charge, to members of the public who are served by the Authorized system; and made available, by June 1st, 2025 to members of the public without charge by publishing the report on the Town of Tecumseh website.

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

Respectfully,

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

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

Annual Performance Report
For
Town of Tecumseh Stormwater Management
System (#040-S701)
for the Year 2024

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5.2 (b) A Summary and Interpretation of Environmental Trends Based on All Monitoring Information and Data for The Previous Five (5) Years;	1
5.2 (c) A Summary of Any Operating Problems Encountered and Corrective Actions Taken;	1
5.2 (d) A Summary of All Inspections, Maintenance, And Repairs Carried Out on Any Major Structure, Equipment, Apparatus, Mechanism, Or Thing Forming Part of The Authorized System;	1
5.2 (e) A Summary of The Calibration and Maintenance Carried Out on All Monitoring Equipment;	1
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5.2 (g) A Summary of All Alterations to The Authorized System Within the Reporting Period That Are Authorized By This Approval Including A List Of Alterations That Pose A Significant Drinking Water Threat;	1
5.2 (h) A Summary of All Spills or Abnormal Discharge Events;	1
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Introduction

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

This annual performance report of the 2024 operation of the Town of Tecumseh's Municipal Stormwater Management System is completed in accordance with the Environmental Compliance Approval (ECA) #040-S701 (issued number 1 on April 28th, 2023), Schedule E, Section 5.2. As this is the second report, it covers the period of January 1st, 2024 to December 31st, 2024, as per Schedule E, Section 5.2.1(a).

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

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

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

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

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

A summary of monthly pump run times from each station are shown on the following page.

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Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

Table 1: Approximate Pump Run Times (Hours) from Each Stormwater Pumping Station for 2024 Reporting Period

Month	January	February	March	April	May	June
Pumping Station						
Brighton	144.7	51.6	142.2	120.3	182.8	80.30
*East St. Louis	58.07	5.69	21.52	52.46	22.42	10.60
*Lesperance	149.90	12.9	44.1	85.1	36.2	24.30
Manning	274.80	5.46	111.88	146.85	233.66	225.17
*PJ Cecile Kensington	55.20	2.10	10.50	37.50	11.70	9.70
*Scully Edgewater	27.20	12.70	20.80	34.50	27.50	14.30
*St. Mark's	19.43	0.61	4.35	14.96	6.89	2.120
*West St. Louis	164.11	2.45	19.71	46.09	21.98	11.91
Monthly Totals	450.1	617.0	157.2	275.3	214.4	287.9

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

Table 2: Approximate Pump Run Times (Hours) from Each Stormwater Pumping Station for 2024 Reporting Period Continued

Month	July	August	September	October	November	December	Yearly Total
Pumping Station							
Brighton	112.40	75.00	39.30	37.20	49.40	88.50	1123.7
*East St. Louis	27.85	15.98	7.62	13.1	5.79	30.10	271.20
*Lesperance	58.30	37.40	24.40	27.20	13.40	0.00	513.20
Manning	164.58	248.17	145.80	138.10	192.55	136.61	2023.63
*PJ Cecile Kensington	21.80	4.40	1.60	8.40	7.20	18.60	188.70
*Scully Edgewater	37.20	15.60	7.70	10.40	4.40	20.80	233.1
*St. Mark's	10.40	1.98	0.68	2.13	0.97	6.17	22.33
*West St. Louis	29.21	15.21	8.19	12.5	6.41	23.89	95.41
Monthly Totals	450.1	617.0	157.2	275.3	214.4	287.9	4471.27

Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

Interpretations of the data and an overview of the conditional and operational performance of the Town's pumping stations is not achievable at the time of this reporting period.

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

A summary and interpretation of environmental trends based on equipment runtimes is not achievable. The Town does not maintain any other monitoring information or data related to the Stormwater Management System (Authorized System) that can be used to interpret environmental trends.

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

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

Appendix I contains a summary of all operating issues encountered and subsequent corrective actions taken to maintain performance of the Tecumseh Stormwater Management System (Authorized System), including the storm sewer system and pumping stations.

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

Inspections of the Town’s storm pumping stations are conducted on a monthly basis (minimum) and during and/or after storm events by the Town’s stormwater operator to confirm operation of pump station. Information recorded at each inspection includes outdoor conditions, valve (siphon and/or fish sanctuary) checks, building temperature, generator status, bar screen(s) operation, wet well levels, PLC checks, and other general remarks as needed. Information specific to the pumps is also recorded including cumulative run times in hours, pumps in auto checks, and grease and oil levels. Preventative maintenance and/or repairs are administered and recorded on inspection log(s) kept at each pumping station and summarized within the Town’s CityWorks Work Management System.

Generators for each pumping station undergo annual load testing and bi-annual inspection, each conducted by third party (CF Industrial). Inspections and maintenance carried out on the storm system are conducted through work orders when Public Works staff responds to service request calls from the general public. The investigation can either be completed by Public Works staff or third-party consultants appointed by the Town, depending on the scope of the issue.

Electrical Safety Authority attends each stormwater pumping station site annually for general inspection.

A summary of inspections, maintenance and repairs undertaken on the Town’s stormwater pumping stations as identified under Schedule B, Section 1.4 in the 2024 reporting period is shown in the following table.

Table 3: Summary of Inspections Carried Out on Authorized System in 2024

Storm Pumping Stations	# of Inspections	Other Comments
SPS01 – Lesperance Road Pump Station	33	-Pumps motor and upper drive bearing greased -Pump lower bearing grease pot filled -Pump #3 belt failure repair -Normal wet well levels
SPS02 – West St. Louis Pump Station	22	-Both pump motor and upper drive bearing greased -Normal wet well levels
SPS03 – East St. Louis Pump Station	19	-Pumps motor and upper drive bearing greased -Pumps lower bearing grease pot filled -Normal wet well levels
SPS04 – Manning Road Pump Station	33	-Bar screen rakes ice jam reset -Generator coolant change -Replaced temperature sensor for pump #3, bearing temperature alarm reset and running OK -Normal wet well levels

Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

Storm Pumping Stations	# of Inspections	Other Comments
SPS05 – Scully Edgewater Pump Station	22	-Pumps greased -Switched to pump #2 OK -Normal wet well levels
SPS06 – St. Mark’s Pump Station	24	-Pumps bearing automatic oil drip adjusted -Normal wet well levels
SPS07 – PJ Cecile Kensington Pump Station	24	-Pumps greased -Switched to pump #1 OK -Switched to pump #2 OK -Pump #1 bearing automatic oil drip adjusted -Normal wet well levels
SPS08 – Brighton Pump Station	35	-Pumps #2 and #5 soft start adjusted due to overload -Emergency headlight backup battery replaced -Pump #6 controller reset -Generator coolant flush -Normal wet well levels

Appendix II depicts a summary of maintenance and repair activities undertaken through inspections to maintain performance of the Town’s Stormwater Management System (Authorized System).

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

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

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

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

Table 4: SPS04 – Manning Road Pumping Station Calibration and Maintenance

Date	Calibration and/or Maintenance Activity
April 15, 2024	PLC network reconnect by Onyx Engineering
September 24, 2024	Annual PLC back-up and updates by Onyx Engineering

Table 5: SPS08 – Brighton Road Pumping Station Calibration and Maintenance

Date	Calibration and Maintenance Activity
September 24, 2024	Annual PLC back-up and updates by Onyx Engineering

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

The Town receives all complaints or inquiries (service requests) related to sewage works within the stormwater management system including service connections (lateral), mainline sewers, catch basins, maintenance holes, general drainage/ponding/grading/property standard, restoration, and other (miscellaneous). Complaints were addressed through direct contact with residents and site visitations as necessary by Public Works staff. Public Works conducts repairs and/or maintenance as part of operating procedures and budget for all system components including the linear system, maintenance holes, catch basin, storm sewer connections (laterals or private drain connections), roadside ditches (where the Town is owner of the road). Locations are identified through various sources including road patrols, service requests from the public, operational processes, i.e., driveway permit applications, work orders, and/or capital works or new development projects.

In 2024, a total of 68 service requests were received. Table 5 provides a summary of the service requests based on relevant categories of the storm sewer linear system.

Table 6: CityWorks Service Request Summary for Authorized System

Service Request Type	# of Service Requests
Sewer – General drainage/ponding/grading/property standard	36
Completed	34
In progress	0
Sewer – General catch basin issue	17
Completed	15
In progress	0
Sewer – Maintenance Hole issue	1
Completed	1
In progress	0
Sewer – Storm sewer main obstruction	8
Completed	8
In progress	0
Sewer – Storm sewer connection backup	6
Completed	6
In progress	0
Pumping Station – Other	0
Completed	0
In progress	0
TOTAL	68
Completed	68
In progress	0

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

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

- Delduca Drive Sanitary Sewer Extension
- County Road 46-Webster-Lavel Sanitary Sewer Extension

Each Alteration was screened in accordance with the Town of Tecumseh’s “Significant Drinking Water Threat Assessment Report for Proposed Alterations”. None of the Alterations to the Authorized System posed a Significant Drinking Water Threat and were authorized by the CLI-ECA under Schedule D.

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

None to report in 2024.

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

None to report in 2024.

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

Previous reporting year (2023) did not include outstanding action items, so none to report for 2024.

APPENDICES

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

Storm Sewer System

Operating Problem	Corrective Action	# of Instances
Sewer mainlines backup – surface flooding	CCTV and/or visual inspection	7
	Cleanout or flushing	3
	Sewer spot repair or replacement (open cut)	1
	Outlet repairs or replacement	3
	Other – capital works, development	0
Maintenance hole backup	CCTV and/or visual inspection	2
	Cleanout or flushing	1
	MH repair or replacement	0
Service connection backup	CCTV and/or or visual inspection	12
	PDC spot repair or replacement	6
Catch basin backup	CCTV and/or visual inspection	24
	Cleanout or flushing	8
	CB repair or replacement	8
General drainage/ponding/grading/property standard	CCTV and/or Visual inspection	21
	Bank repairs	0
	Culvert/drain outlet repair or replacement	3
	Cleanout or flushing (i.e., culvert, drain)	4
	Ditching/cutting/regrading	8

SPS01 – Lesperance Road Pumping Station

Date	Operating Problem Encountered	Corrective Action
January 29, 2024	Pump 3 belt failure	New belts ordered and installed February 6, 2024 and pump 3 back online.
February 20, 2024	Building unit heater stopped working	New electric heater installed in May 2024

SPS02 – West St. Louis Pumping Station

Date	Operating Problem Encountered	Corrective Action
March 20, 2024	Line 1, A1 transformer fuse blown	Replaced same day

SPS03 – East St. Louis Pumping Station

None to report in 2024 reporting period.

Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

SPS04 – Manning Road Pumping Station

Date	Operating Problem Encountered	Corrective Action
January 18, 2024	Bar screen rake torqued out due to ice jam	Reset rake same day
April 15, 2024	PLC Network Error	Onyx Engineering contacted to troubleshoot
April 29, 2024	Bearing temperature fault on Pump #3	Replaced temperature sensor and reset OK

SPS05 – Scully Pumping Station

None to report in 2024 reporting period.

SPS06 – St. Mark’s Pumping Station

None to report in 2024 reporting period.

SPS07 – PJ Cecile Kensington Pumping Station

None to report in 2024 reporting period.

SPS08 – Brighton Pumping Station

Date	Operating Problem Encountered	Corrective Action
January 26, 2024	Pump #5 overvoltage fault	Reset OK, continue to monitor
February 1, 2024	Pump #5 overvoltage fault	Settings adjusted, reset OK
May 8, 2024	Pump #6 power loss fault	Reset OK

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

Storm Sewer System

Date	Maintenance and/or Repair Activity
January 26, 2024	Flushed storm sewer system along Delduca Drive
January 29, 2024	Flushed culverts along St. Marks Road
February 13, 2024	Reinforced washout and depressed area with stone along Valente Court
February 24, 2024	Camera inspected storm lateral from 387 Barry Avenue
March 18, 2024	Ditching along Warwick Road
April 4, 2024	Repaired misaligned storm sewer connection at the storm sewer mainline along Barry Avenue and Little River Boulevard
April 16, 2024	Flushed storm sewer system, French drain, and repaired outlet structure with new along Delduca Drive
April 29, 2024	Hydro vac both ends of culverts to all driveways and flushed all culverts along Fasan Roa
May 2, 2024	Hydro vac and clean out of catch basin along Ure Street

Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

Date	Maintenance and/or Repair Activity
May 9, 2024	Repaired and tightened clamps for catch basin along South Pacific Court
May 15, 2024	Repaired storm sewer connection joint at 279 St. Pierre with proper fittings
May 16, 2024	Ditching along Hennin Drive
May 30, 2024	Catch basin repairs at 303 Manning Road
May 30, 2024	Cleanout debris from catch basin along St. Thomas Street
June 21, 2024	Cleanout and flushing of catch basins and maintenance holes at 8 Alden Crescent
June 21, 2024	Hydro vac and clean out of driveway and culverts along Hennin Road
June 21, 2024	Cleanout and repair of French drain, with replacement of piping and clear stone at outlet along Ure Street
June 26, 2024	Cleanout of catch basin cover along Edgewater Boulevard
July 4, 2024	Raised catch basin (most southerly along gravel path) along Lacasse Boulevard that settled over time
July 8, 2024	Cleaned out debris within catch basin along Dillon Drive
July 29, 2024	Flushed driveway culvert at 217 Arlington
July 29, 2024	Repaired catch basin outlet piping along Calvary Court
July 29, 2024	Repaired catch basin outlet pipe connection along St. Mark's Road
July 29, 2024	Repaired storm sewer connection along Keith Avenue
July 31, 2024	Cleanout riser pipe removed from cleanout tee along Hebert Street
July 31, 2024	Storm sewer connection replaced along Riverside Drive
August 14, 2024	Cleanout and flushing of catch basins, culverts and mainline within Castlewood Subdivision, starting at northeast corner of Castlewood and Oldcastle
August 15, 2024	Removed old stone within French drain at 3651 Delduca Drive, including flushing of pipes and installation of end caps, new clear stone installed, and flushing of catch basin line out to the roadway
August 16, 2024	Replaced storm sewer connection at 139 Essex Road
August 19, 2024	Hydro vac and cleanout of catch basins along Intersection Road
August 27, 2024	Ditching along north side of 217 Arlington and catch basin repair
August 28, 2024	Visual inspection of ditch in front of 5115 North Talbot
September 13, 2024	Repaired storm sewer connection and added a storm cleanout at 341 Barry Avenue
September 24, 2024	Catch basin clean out along Pentilly at Riverside Drive
October 17, 2024	Ditching of roadside swale along Burlington Road
October 21, 2024	Repaired catch basin structure and risers in front of 840 Revland Drive
October 21, 2024	Repaired catch basin sink hole and outlet piping along Lemire Street
November 2024	Culvert repair and ditching along 12 th Concession Road roadside ditch
December 2024	Municipal drain hydro vac cleaning

SWM001 – Grassed Swale and French Drains Dimu Subdivision

None to report in 2024.

Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

SWM002 – SWM Wet Pond Lakewood Subdivision

Date	Maintenance and/or Repair Activity
Month of January	-None
Month of February	-None
Month of March	-Grass cutting maintenance once a week
Month of April	-Grass cutting maintenance once a week
Month of May	-Grass cutting maintenance once a week
Month of June	-Grass cutting maintenance once a week
Month of July	-Grass cutting maintenance once a week
Month of August	-Grass cutting maintenance once a week
Month of September	-Grass cutting maintenance once a week
Month of October	-Grass cutting maintenance twice a week
Month of November	-Grass cutting maintenance once a week
Month of December	-None

SWM003 – Infiltration Pipe Greenhills Subdivision

None to report in 2024 reporting period.

SWM004 – SWM Dry Pond Roscon Industrial

None to report in 2024 reporting period.

SWM005 – SWM Dry Pond Strawberry Ridge Phase 4

Date	Maintenance and/or Repair Activity
Month of January	-None
Month of February	-None
Month of March	-Grass cutting maintenance once a week
Month of April	-Grass cutting maintenance once a week
Month of May	-Grass cutting maintenance twice a week
Month of June	-Grass cutting maintenance once a week
Month of July	-Grass cutting maintenance once a week
Month of August	-Grass cutting maintenance once a week
Month of September	-Grass cutting maintenance once a week
Month of October	-Grass cutting maintenance twice a week
Month of November	-Grass cutting maintenance once a week
Month of December	-None

SWM006 – OGS Unit Arbour Grove

None to report in 2024 reporting period.

SWM007 – OGS Unit Silverman Subdivision

Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

None to report in 2024 reporting period.

SWM008 – OGS Unit Elderberry

None to report in 2024 reporting period.

SWM009 – OGS Unit Westlake

None to report in 2024 reporting period.

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

None to report in 2024 reporting period.

SPS01 – Lesperance Road Pumping Station

Date	Maintenance and/or Repair Activity
February 5, 2024	Replaced belts on Pump #3 and belt guards reinstalled
February 6, 2024	Control wiring reconfiguration
February 8, 2024	Wet well area repairs

SPS02 – West St. Louis Pumping Station

None to report in 2024 reporting period.

SPS03 – East St. Louis Pumping Station

None to report in 2024 reporting period.

SPS04 – Manning Road Pumping Station

Date	Maintenance and/or Repair Activity
April 29, 2024	CF Industrial require main switch gear to correct export issues

SPS05 – Scully Pumping Station

None to report in 2024 reporting period.

SPS06 – St. Mark’s Pumping Station

None to report in 2024 reporting period.

SPS07 – PJ Cecile Pumping Station

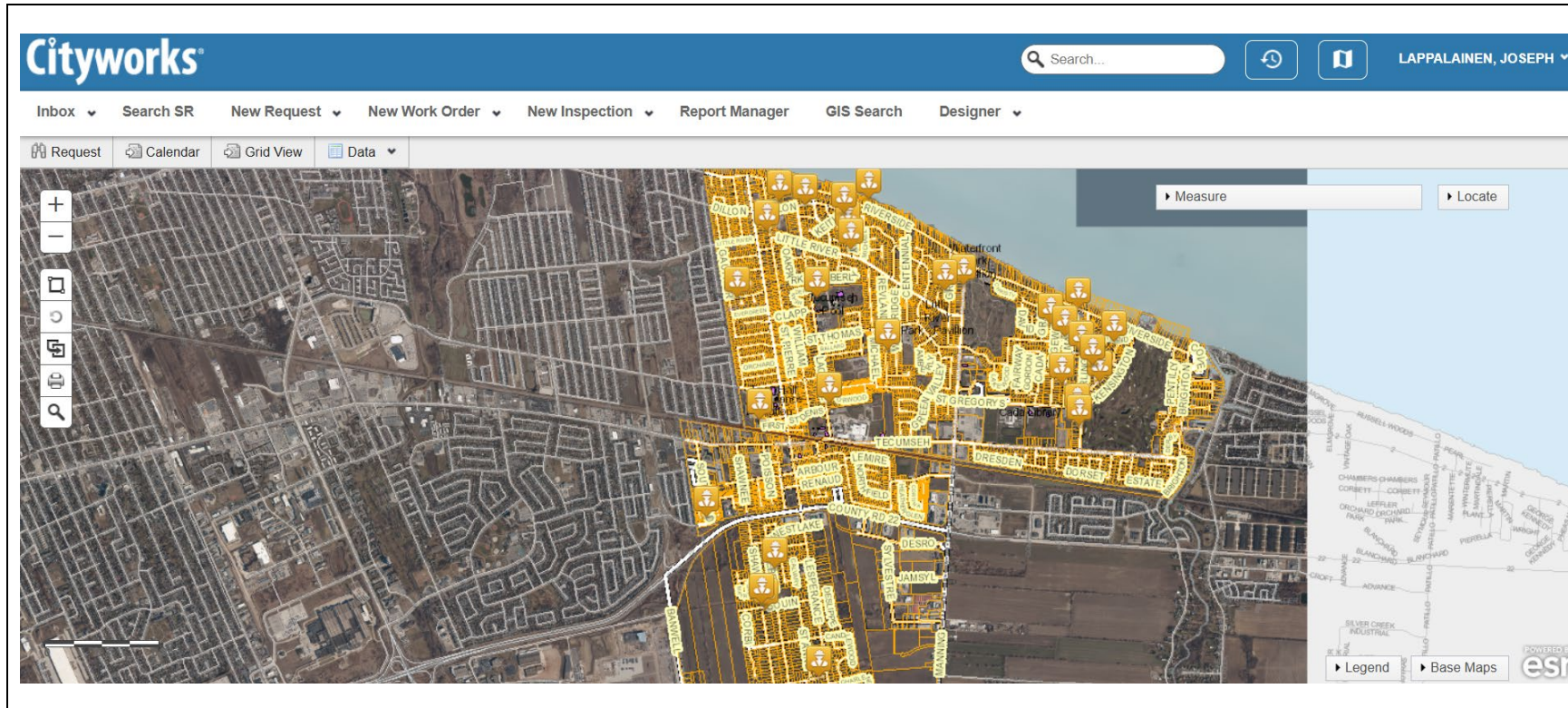
None to report in 2024 reporting period.

SPS08 – Brighton Pumping Station

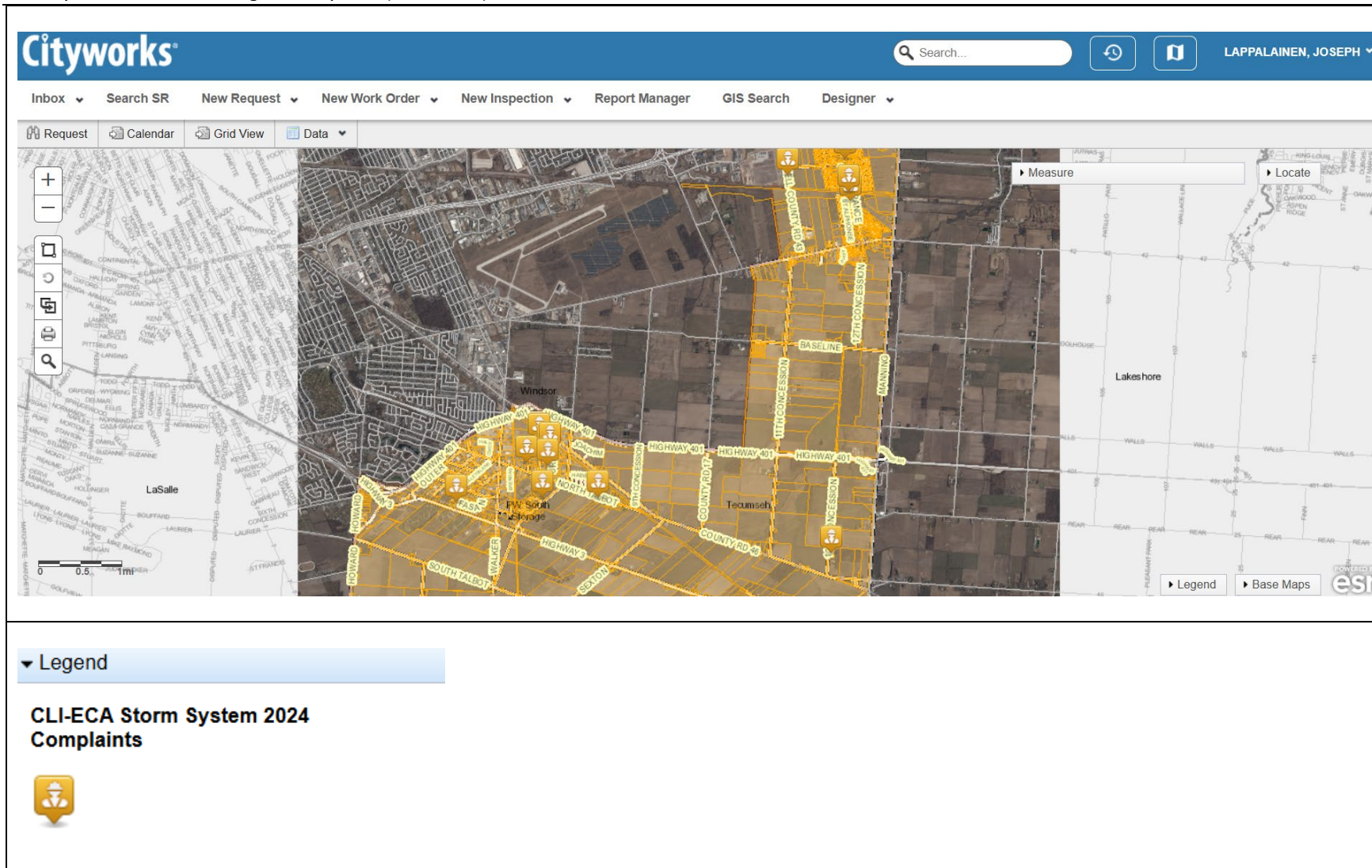
Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)

None to report in 2024 reporting period.

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



Annual Performance Report
The Corporation of the Town of Tecumseh
Municipal Stormwater Management System (#040-S701)



The Corporation of the Town of Tecumseh

Technology & Client Services

To: Mayor and Members of Council
From: Shaun Fuerth, Director Technology & Client Services
Date to Council: Tuesday, March 25, 2025
Report Number: TCS-2025-02
Subject: 2025 Citizen Satisfaction Survey

Recommendations

It is recommended:

That the final report from Nanos Research Inc. summarizing the results of the 2025 biennial Citizen Satisfaction Survey, **be received**.

Background

The Town's Strategic Priorities establish a framework for municipal policies, workplans and resource allocations to achieve sustainable community growth and deliver services that support an exceptional quality of life. As part of measuring key indicators and evaluating how to collectively action each of the three Strategic Priorities, gathering feedback from Tecumseh residents on a biennial basis through the Citizen Satisfaction Survey is an important source of information. In addition to conducting the biennial survey, providing opportunities for Tecumseh residents to engage with the Town and access information regarding programs, amenities and services continues to be prioritized on the website, social media channels, online engagement platforms and utilization of local media.

The Town launched an inaugural Citizen Satisfaction Survey in 2014 to establish a baseline assessment for how the Town was doing with respect to service delivery and municipal governance in general. Similar surveys were also conducted in 2015-16, 2017-18, 2020 and 2023. The purpose of conducting the surveys is to gather opinions and feedback from Tecumseh residents on overall quality of life in the Town, issues of concern and satisfaction with Town services, as well as the importance of policing services, strategic goals, recreational activities, housing and Town communication. The results assist in determining current service needs within the Town, identify areas for

potential improvements, and provide comparable tracking metrics related to overall satisfaction with the quality of life in the Town of Tecumseh. Council committed to conducting this survey on a biennial basis to ensure the Town continues to meet or exceed the expectations of its residents.

Comments

A request for proposal was issued in November 2024 to solicit proposals from consultants interested in conducting the Town's citizen satisfaction survey in February 2025. Six submissions were received, and Nanos Research Inc. was the successful proponent. An updated survey was developed, including questions from previous surveys as well as new questions that are reflective of current priorities and initiatives. Nanos conducted a random telephone survey of 400 residents in all five wards from February 5 – March 3, 2025. An online version of the survey was also offered to residents who did not receive a phone call but still wished to participate. 157 online surveys were completed during the collection period. The results of the online submissions were analyzed separately from the phone call interviews.

Service delivery categories used in the survey include water, roads, recreation, police, fire protection, parks, festivals and events, tourism, libraries, snow removal, waste management and storm water drainage. Categories that were added or amended pertained to applications and licensing, by-law enforcement, building and planning and Tecumseh Transit Service. Questions related to communication, engagement, access to Town information and general customer service were also maintained within the survey.

The results of the survey continue to be positive with 93% of those surveyed indicating they are somewhat to very satisfied with the Town's services. Attachment 1 provides the detailed final report and analysis from Nanos Research Inc.

Below is a summary of findings found within the report:

- Tecumseh's quality of life metrics remain positive, as over 8 in 10 indicate they have a good-to-excellent quality of life living in Tecumseh. Nearly 7 in 10 survey participants believe the Town is going in the right direction, which overall is a decrease from the 2023 results (nearly 8 in 10).
- The perceived value of the tax dollars residents pay is lower in 2025 compared to 2023. About 6 in 10 residents (58%) indicate very good or good value for the property taxes paid towards Town services compared 7 in 10 (71%) in 2023. Residents in the 18-34 demographic were less likely to say the value is very good compared to the 55 plus demographic.
- With respect to Council's Strategic Priorities, residents attribute a high importance to each strategic goal for the Town.

- 93% of Tecumseh residents express overall satisfaction with the services provided by the Town.
- Satisfaction with how concerns are handled by the town has improved over the past two years (74% satisfaction in 2025, 64% satisfaction in 2023).
- Compared to 2023, importance of services has increased for stormwater drainage (77% to 84%) and hosting festivals and events (49% to 58%) and decreased for policing (91% to 81%) and road maintenance (87% to 80%). Top services identified by residents as needing improvement include road infrastructure, sewer/water infrastructure and police/bylaw.
- Residents feel the most important issues facing the Town today are roads & infrastructure followed by population growth & housing and traffic & parking.
- When considering the importance of policing services for the Town, all seven subcategories fell within a range of 75-86% for importance. The subcategories include traffic safety and enforcement, theft, community visibility, community education, intimate partner violence, mental health crisis response and youth crisis response.
- Over nine in ten residents feel they experience a strong feeling of safety in Tecumseh and that the Town is a good place to raise a family. Nine in ten residents also rated Tecumseh as a place where everyone is welcome. 86% of residents indicated they would most likely recommend the Town of Tecumseh to friends and family.
- 78% of residents feel the Town is in need of more affordable housing. When asked to rate Tecumseh as an affordable place to buy a home, 36% of residents rated the Town as affordable and 20% unaffordable compared to 42% and 12% respectively in 2023.
- A majority of residents contact the Town by phone (60%) followed by in-person (16%) and by email (14%). Over four in five residents who have visited the Town's website (86%) say they were able to find what they were looking for. In terms of communication preferences, email, printed newsletter, social media, and news media in general all saw notable increases compared to 2023.

The above noted highlights of the survey suggest that most Tecumseh residents continue to be generally satisfied with service delivery, responsiveness to concerns and overall quality of life.

Administration has reviewed the results of the survey and appreciates both the positive and constructive results. Continued focus and attention will be provided for the following areas:

- Explore and better understand methods to inform Town of Tecumseh residents of important information, through various communications channels taking into account the Town's demographic profile.
- Maintain consistent and coordinated customer service approaches across all departments to ensure residents have seamless and responsive experiences when engaging with the Town.
- Continue to prioritize the availability of affordable housing by undertaking Council-supported initiatives to improve housing affordability through broadening the range of housing choices for Tecumseh residents.
- Continue to inform the public on the Town's implementation of planned infrastructure improvements as set out in the Town's Asset Management Plan and Lifecycle Capital Planning.

Consultations

All Departments

Financial Implications

The 2025 Citizen Satisfaction Survey was funded from the Technology & Client Services operating budget in the amount of \$12,990.55 + HST.

Link to Strategic Priorities

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

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Amanda Circelli, MPA
Manager Customer Service

Reviewed by:

Shaun Fuerth, BCS
Director Technology & Client Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	2025 Town of Tecumseh Resident Satisfaction Survey Results Presentation – Nanos Research Inc.

2025 Town of Tecumseh Resident Satisfaction Survey Results



March 25th, 2025.

@niknanos
Chief Data Scientist
Nanos Research

The research gauged the opinions among residents of the Town of Tecumseh on overall quality of life in the Town, issues of concern, importance and satisfaction with Town services, importance of policing services strategic goals, recreational activities, housing and communications with the Town.

Nanos conducted an RDD random telephone survey of 400 residents of the Town of Tecumseh, 18 years of age or older, between February 5th to March 3rd, 2025.

The margin of error for a random survey of 400 residents of the Town of Tecumseh is ± 5.0 percentage points, 19 times out of 20.

The research was commissioned by the Town of Tecumseh and was conducted by Nanos Research.

A similar open-link online survey was available to residents via a link on the town's website and 157 residents participated. This allowed for further public engagement by offering the survey to residents who may not have received a telephone call. The results of that open-link online survey are not included in this report and were provided separately to the Town of Tecumseh.

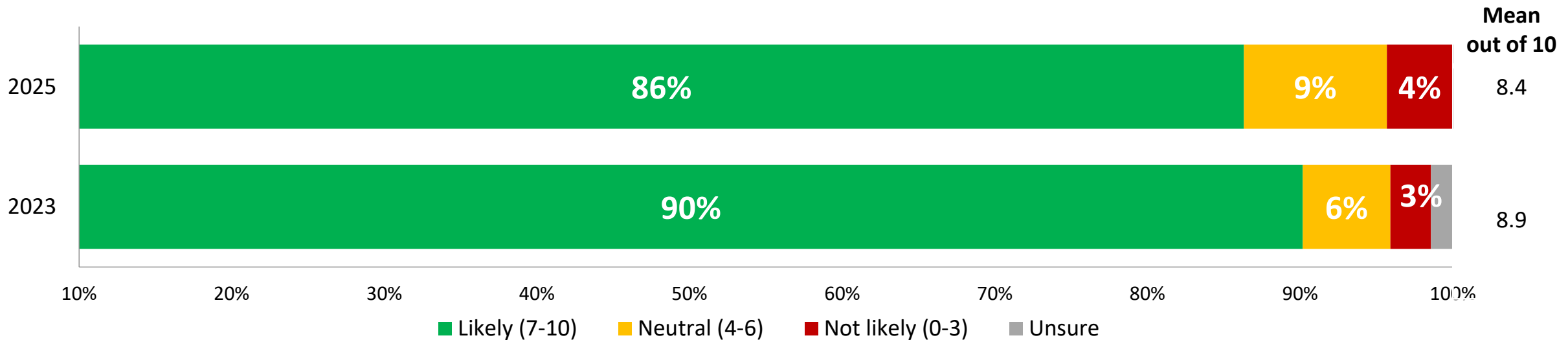
At a glance

- > **Overall views**
- > **Strategic goals**
- > **Town services**
- > **Communications**
- > **Issues and improvements**



Overall views on the Town of Tecumseh

The likelihood of recommending the Town of Tecumseh to friends and family as a place to live



Mean	2025-03 (n=399)	Ward 1 (n=99)	Ward 2 (n=96)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=187)	18-34 (n=58)	35-54 (n=135)	55 plus (n=206)
		8.4	8.1	8.5	8.7	8.8	7.9	8.4	8.3	7.7	8.4

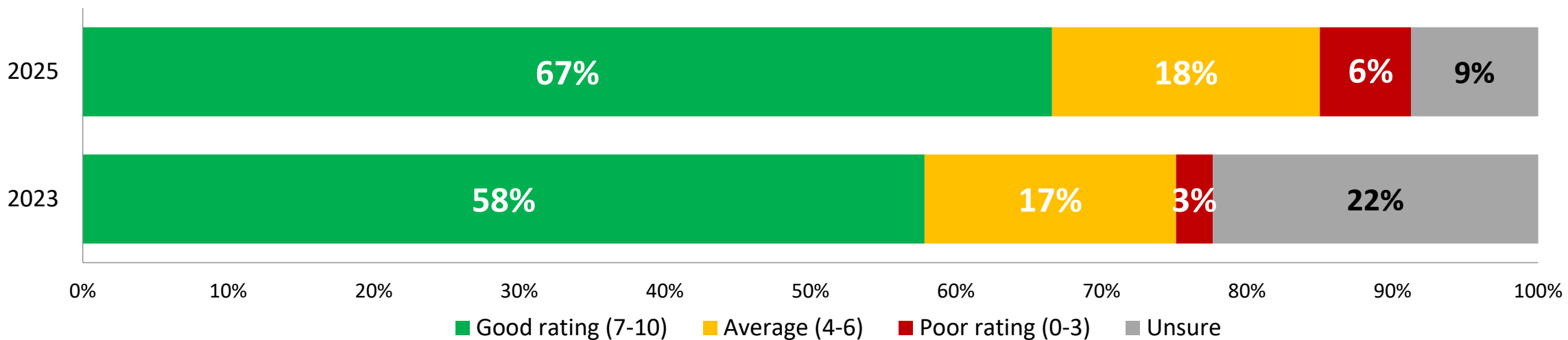
*Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

Q – On a scale from 0 to 10, where 0 is not at all likely and 10 is extremely likely, how likely are you to recommend the Town of Tecumseh to friends and family as a place to live?

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=399, accurate 5.0 percentage points plus or minus, 19 times out of 20.



Rating Tecumseh as a place to work



Mean	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
		7.5	6.9	7.9	7.5	7.3	7.7	7.4	7.5	6.6	7.2

*Readers should note that in 2023 the question was “Town of Tecumseh” as opposed to “Tecumseh” in 2025.

*Weighted to the true population proportion.

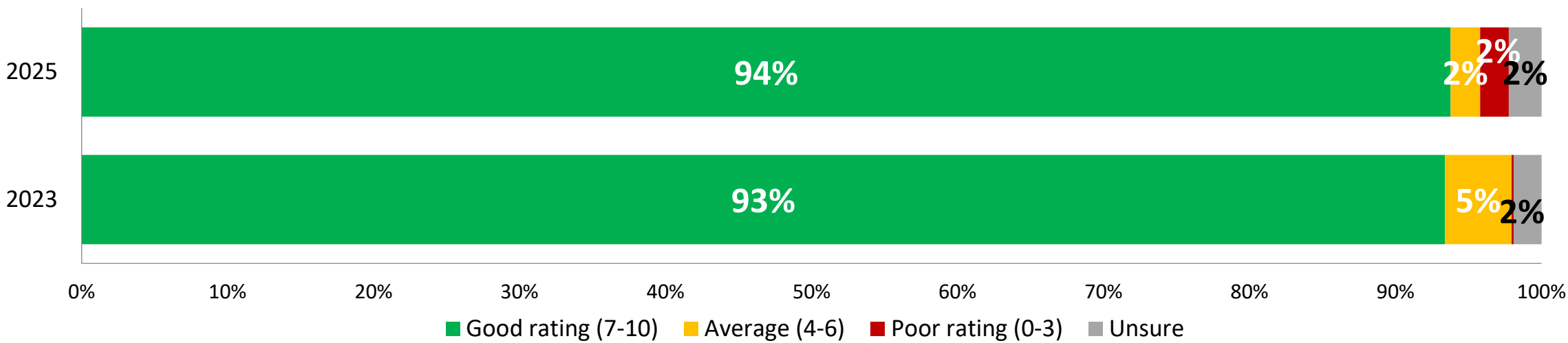
*Charts may not add up to 100 due to rounding.

Q – How would you rate Tecumseh on the following where 0 is a very poor rating and 10 is a very good rating? [RANDOMIZE]
Tecumseh as a place to work

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus 1.0, 19 times out of 20.



Rating Tecumseh as a place to raise a family



Mean	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
		8.9	8.6	9.1	9.1	9.2	8.6	8.9	8.9	8.3	8.9

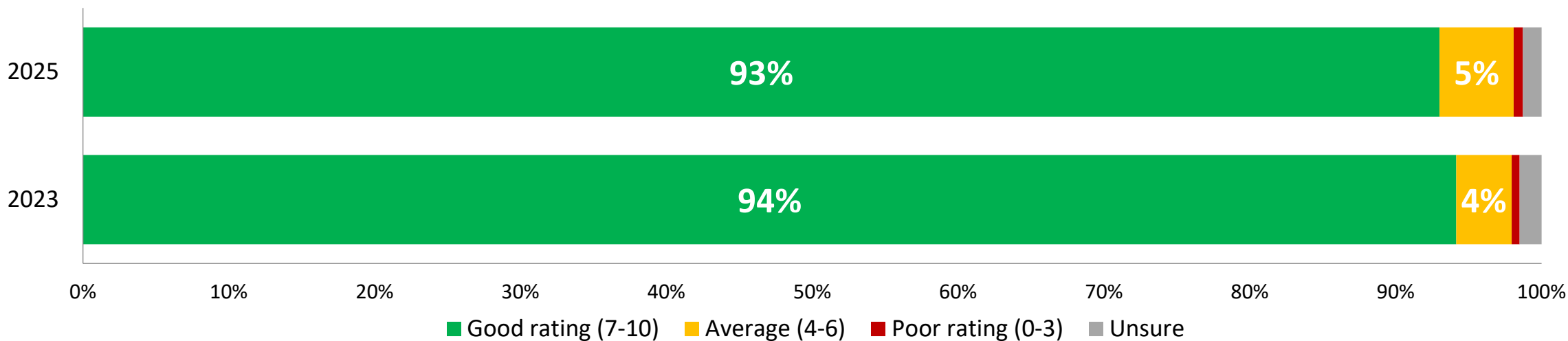
*Readers should note that in 2023 the question was "Town of Tecumseh" as opposed to "Tecumseh" in 2025.
 *Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

Q – How would you rate Tecumseh on the following where 0 is a very poor rating and 10 is a very good rating? [RANDOMIZE]
Tecumseh as a place to raise a family

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.



Rating Tecumseh as a safe place to live



Mean	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
		8.8	8.7	9.0	8.7	9.2	8.4	8.8	8.8	8.4	8.8

*Readers should note that in 2023 the question was “Town of Tecumseh” as opposed to “Tecumseh” in 2025.

*Weighted to the true population proportion.

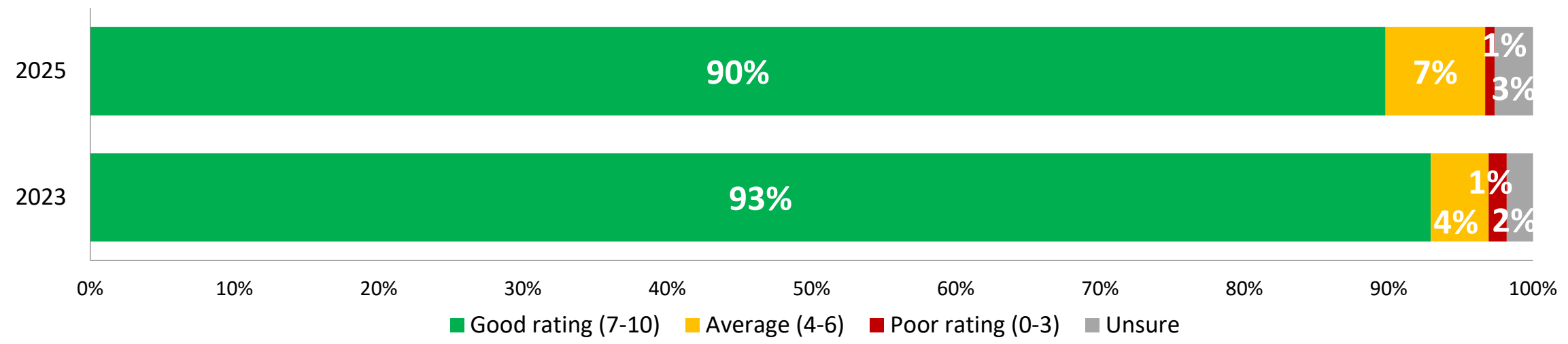
*Charts may not add up to 100 due to rounding.

Q – How would you rate Tecumseh on the following where 0 is a very poor rating and 10 is a very good rating? [RANDOMIZE]
Tecumseh as a safe place to live

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus 1.1%, 19 times out of 20.



Rating Tecumseh as a place where everyone is welcome



Mean	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
		8.9	8.9	8.7	8.8	9.1	8.8	8.8	8.9	9.1	8.7

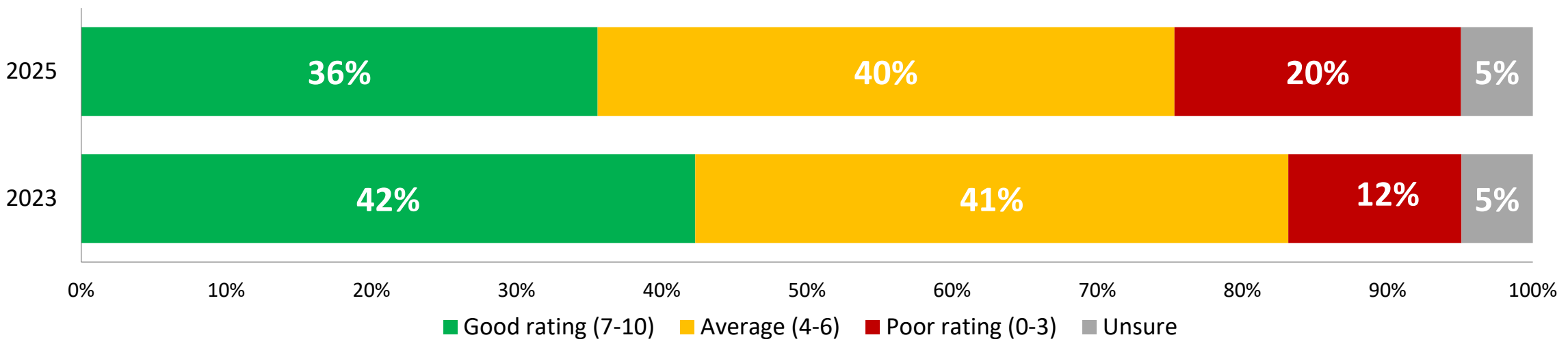
*Readers should note that in 2023 the question was "Town of Tecumseh" as opposed to "Tecumseh" in 2025.
 *Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

Q – How would you rate Tecumseh on the following where 0 is a very poor rating and 10 is a very good rating? [RANDOMIZE]
Tecumseh as a place where everyone is welcome

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.



Rating Tecumseh as an affordable place to buy a home



Mean	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
		5.6	4.6	6.1	6.3	5.9	5.5	5.6	5.7	5.3	5.4

*Readers should note that in 2023 the question was "Town of Tecumseh" as opposed to "Tecumseh" in 2025.
 *Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

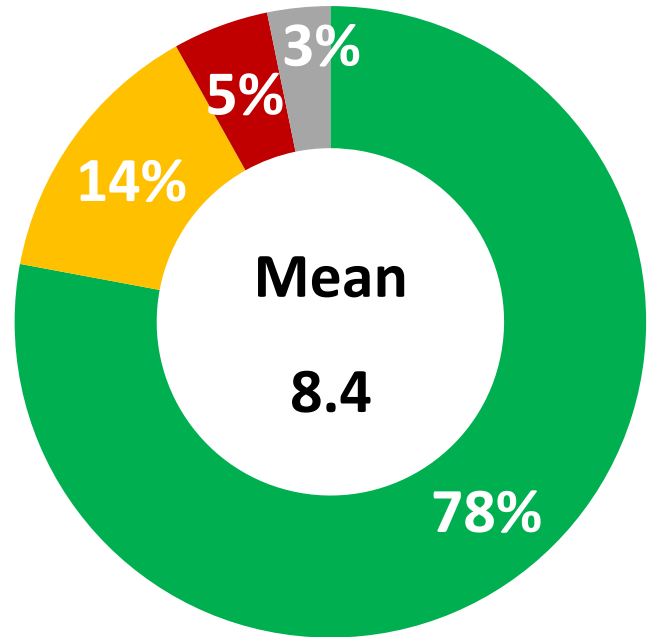
Q – How would you rate Tecumseh on the following where 0 is a very poor rating and 10 is a very good rating? [RANDOMIZE]
Tecumseh as a place where one can afford to buy a home

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus 1.1, 19 times out of 20.



Level of need for affordable housing

Q – On a scale from 0 to 10 where 0 is no need at all and 10 is very much needed, how much do you think Tecumseh is in need of more affordable housing?



	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)
Mean	8.7	8.4	8.3	7.8	8.5
	Men (n=212)	Women (n=188)	18 to 34 (n=58)	35 to 54 (n=136)	55 plus (n=206)
	8.2	8.6	9.0	7.8	8.4

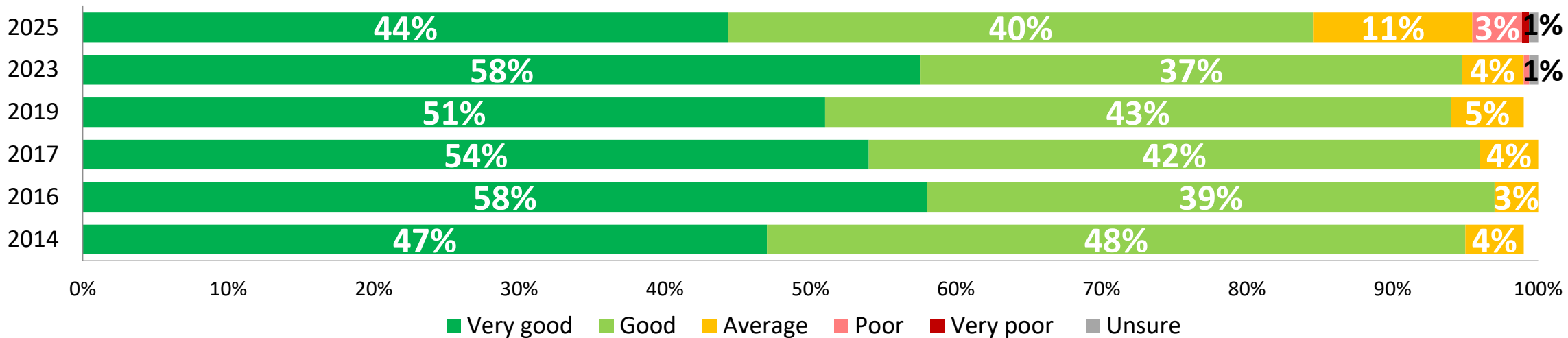
■ Needed (7-10) ■ Average (4-6) ■ Not needed (0-3) ■ Unsure

*Weighted to the true population proportion.

*Charts may not add up to 100 due to rounding.

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

The quality of life in Tecumseh



Very good/ good	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
		84.5%	85.4%	81.3%	85.2%	90.3%	82.4%	85.3%	83.8%	76.9%	88.7%

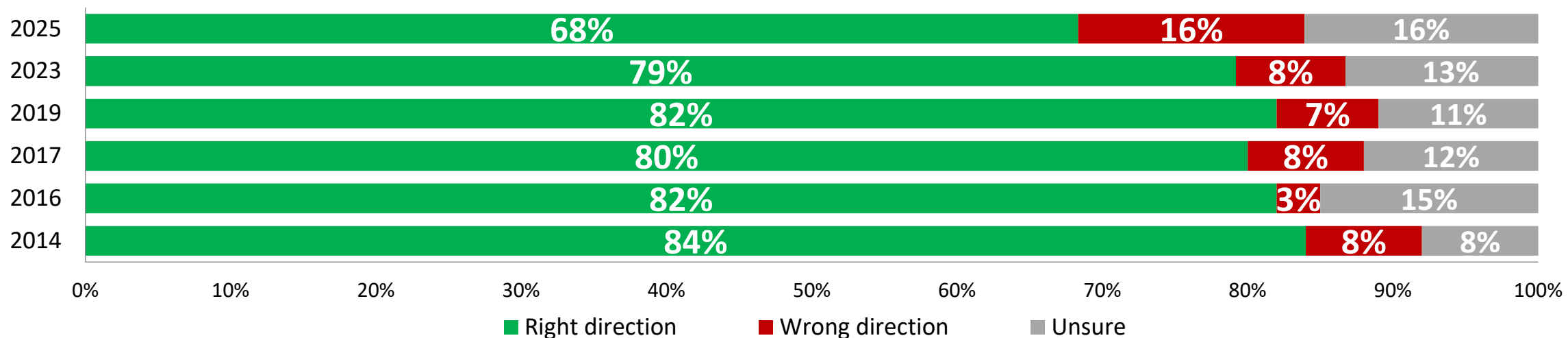
*Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

Q – How would you rate the overall quality of life in Tecumseh today? Would you say it is...

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.



Direction of Town of Tecumseh



	2025-03 (n=400)	Ward 1 (n=99)	Ward 2 (n=97)	Ward 3 (n=83)	Ward 4 (n=57)	Ward 5 (n=64)	Men (n=212)	Women (n=188)	18-34 (n=58)	35-54 (n=136)	55 plus (n=206)
Right direction	68.3%	64.3%	67.3%	71.9%	79.7%	60.9%	70.0%	66.8%	57.6%	74.5%	69.2%
Wrong direction	15.6%	12.0%	17.3%	20.1%	10.1%	16.1%	12.7%	18.2%	7.6%	14.8%	19.5%

*Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

Q – Overall, would you say the Town of Tecumseh is going in the right direction or the wrong direction?

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.



Strategic priorities

Importance of each strategic goal for the Town of Tecumseh

Q – On a scale from 0 to 10, where 0 is not at all important and 10 is extremely important, how important are the following strategic goals for the Town of Tecumseh? [RANDOMIZE]

Making sure that the programs, services, and public spaces in our town are easy for everyone to use and welcome all people



Making Town services better by providing friendly and helpful customer service



Creating a successful and enjoyable community by growing in a way that is good for the environment



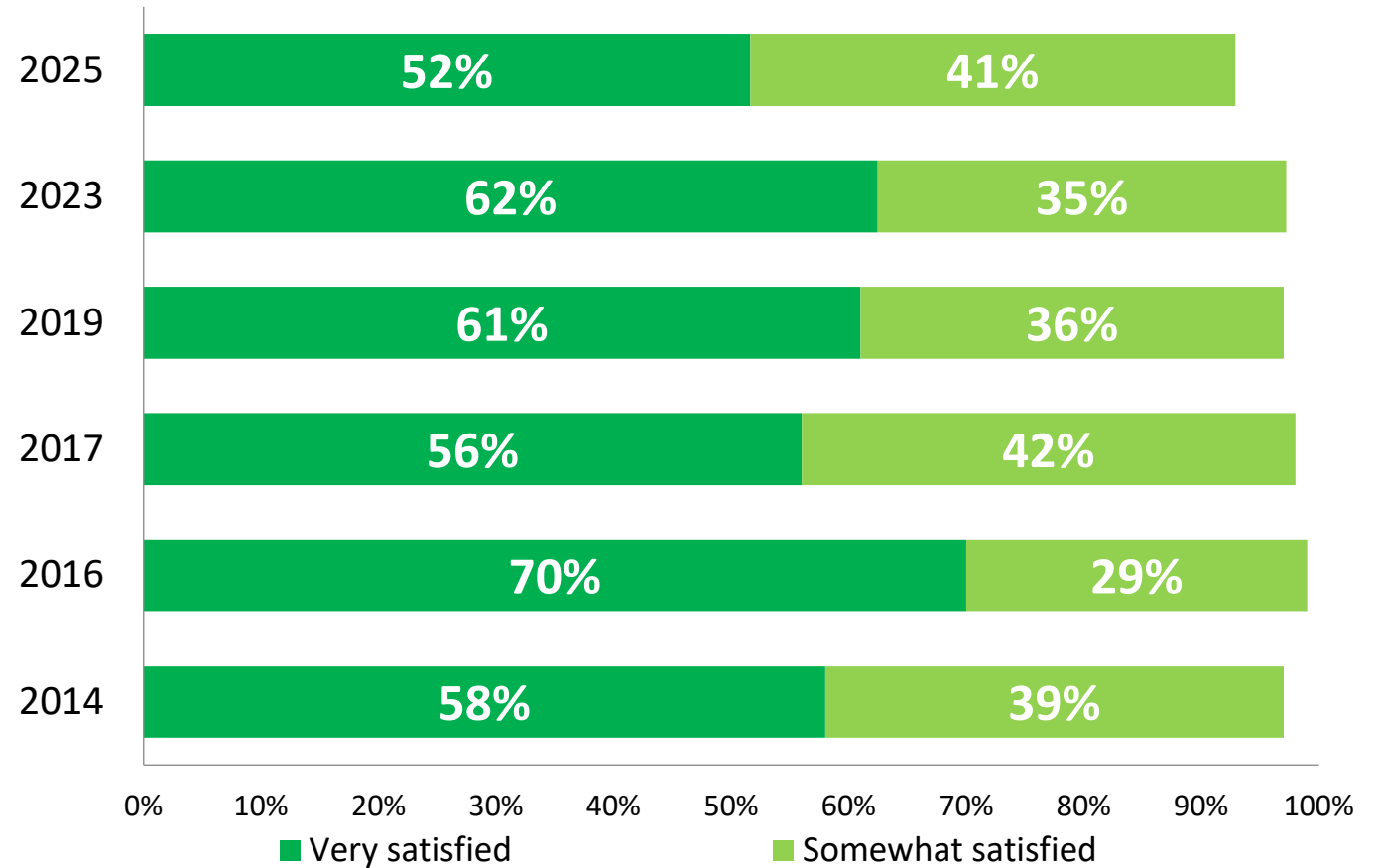
■ Important (7-10)
 ■ Average (4-6)
 ■ Not important (0-3)
 ■ Unsure

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Town services

Overall, consistent with previous waves, satisfaction with the services provided by the Town of Tecumseh to one degree or another is high with over nine in ten residents who are very or somewhat satisfied. However, there is a marginal decrease of residents who are very satisfied with the services provided by the Town of Tecumseh compared to the 2023 wave.

Satisfaction with the services provided by the Town of Tecumseh - Tracking



*Weighted to the true population proportion.

*Charts may not add up to 100 due to rounding.

*Tracking data only available for the response options very satisfied/somewhat satisfied.

Q – Overall, how satisfied are you with the services provided to you by the Town of Tecumseh?

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Importance of services provided by the Town of Tecumseh

Q – I am going to read to you a list of services provided by the Town of Tecumseh. For each one, I would like you to tell me how important this service is to you using a 0-10 scale where a 0 means this service is “not at all important” and a “10” means it is “very important”: [RANDOMIZE]

	Mean		Important (7-10)	
	2025-03 (n=400)	2023-03 (n=404)	2025-03	2023-03
*Arrows signify a change compared to last wave.				
Household drinking water	9.0	9.1	90%	92%
Fire protection	8.9	9.2	90%	93%
Waste management and garbage collection	8.8	9.0	93%	94%
Snow removal	8.6	9.0	90%	94%
Stormwater drainage	8.4	8.2	84% ▲	77%
Policing	8.4	8.9	81% ▼	91%
Parks, playgrounds and other greenspace	8.2	8.1	85%	82%
Maintenance and upgrading of streets and roads	8.1	8.4	80% ▼	87%
Libraries	8.0	7.1	58%	63%
*By-law Enforcement	7.4	-	62%	-
Recreation programs	7.2	7.1	63%	64%
*Building and Planning (building permits, zoning or, minor variance application)	7.2	-	58%	-
Hosting festivals and events	6.7	6.1	58% ▲	49%
*Applications and Licensing (marriage license, dog tags, lottery license)	6.2	-	39%	-
*Tecumseh Transit Service	5.7	-	37%	-

*New questions asked in 2025

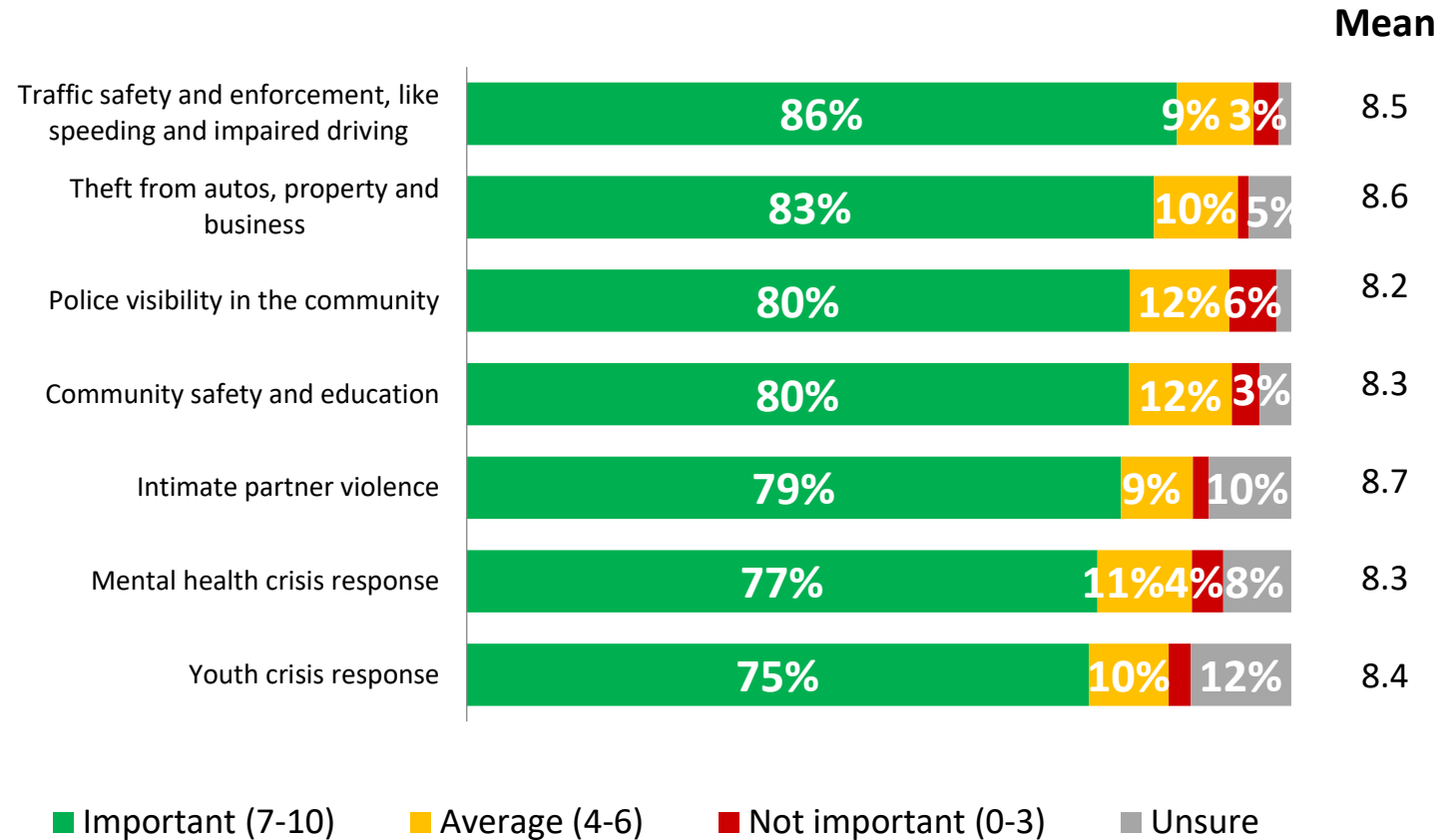
Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Overall, a majority of residents attribute a high level of importance to all policing services tested on.

Residents in ward 3 attribute a higher importance to community safety and education (mean of 8.8) and police visibility (mean of 9.0) than residents from ward 1 (means of 7.6 and 7.7, respectively).

Q – On a scale from 0 to 10, where 0 is not at all important and 10 is extremely important, how important are the following policing services for the Town of Tecumseh [RANDOMIZE]:

Level of importance of policing services



*Weighted to the true population proportion.

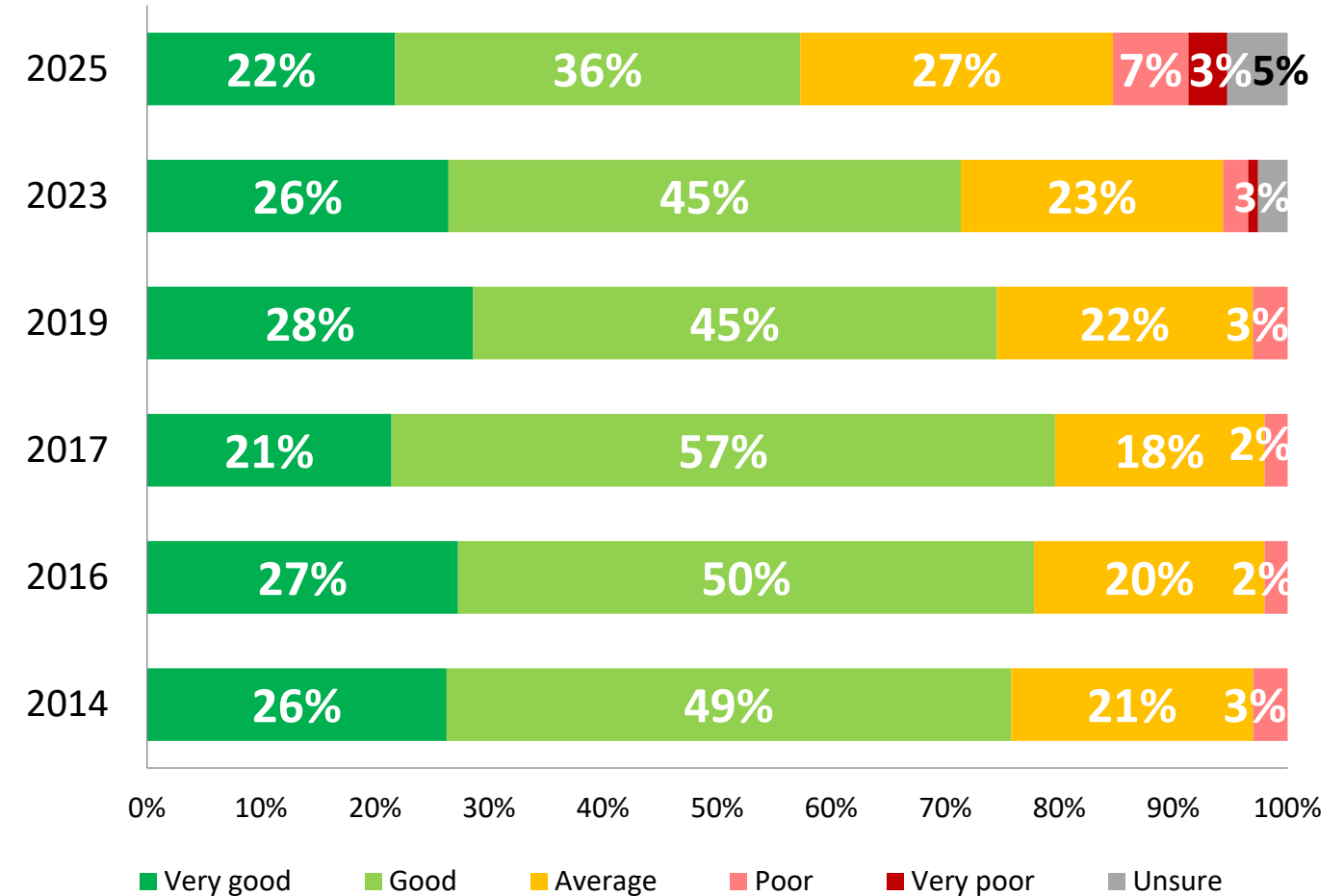
*Charts may not add up to 100 due to rounding.

*Data labels under 3% have been removed for clarity.

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

The perceived value of the tax dollars residents pay has gone down with just under three in five residents (58%) who say the value they receive for the property taxes that they pay towards these services is very good or good, which is lower than previous wave (71%). Younger residents (18-34) were less likely to say the value is very good (seven percent) compared to older residents (31% of those 55 plus).

The value for the tax dollars in the Town of Tecumseh



*Weighted to the true population proportion.

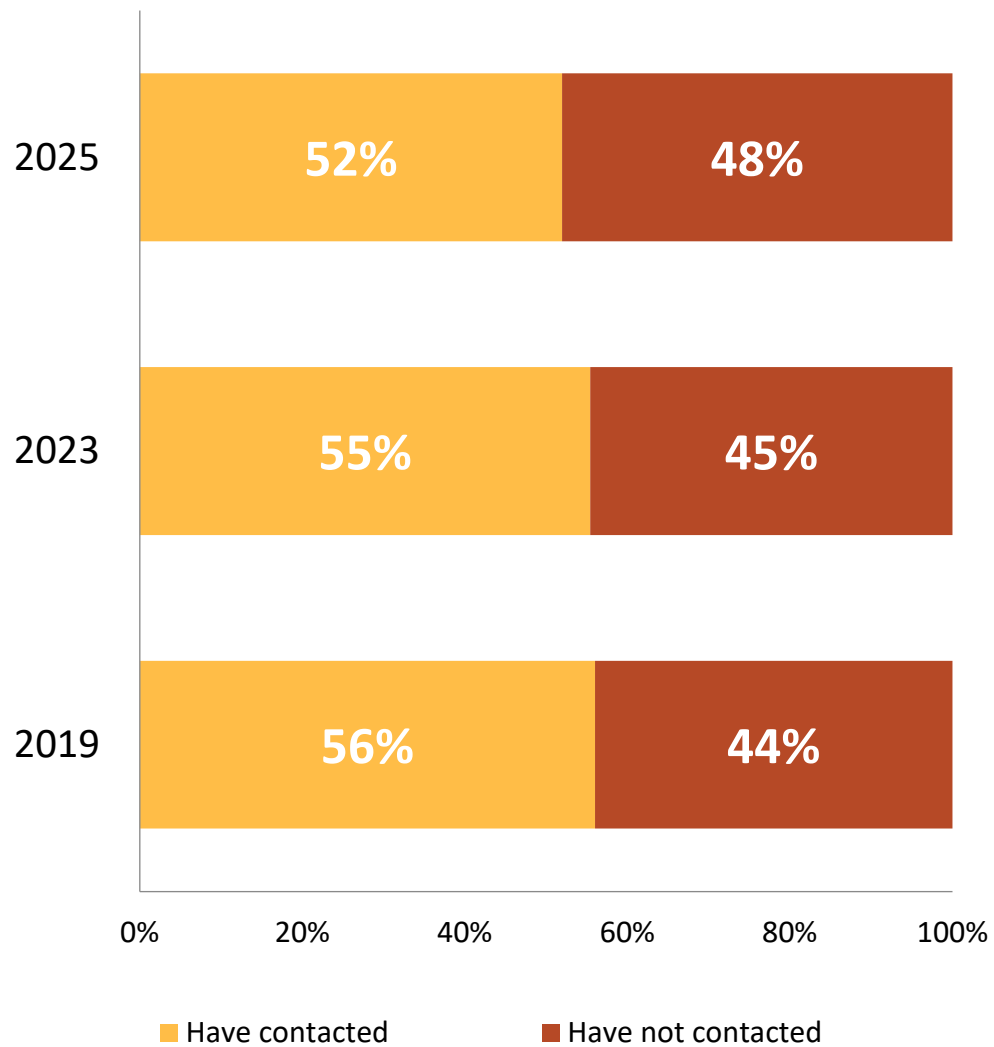
*Charts may not add up to 100 due to rounding.

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=398, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Q – Approximately one half of the property taxes that you pay go to the Town of Tecumseh. Thinking about all of the services you receive from the Town of Tecumseh, how much value would you say you receive for the tax dollars that you pay towards these services? Would you say the value you receive is...

Communications

Contacting the town about an issue or concern



Just over **1 in 2** residents

report having contacted the Town of Tecumseh about an issue or concern. This is consistent with previous waves. Younger residents were less likely to report having contacted the Town (34% for those 18-34) compared to 47% of those 35-54 and 63% of those 55 plus.

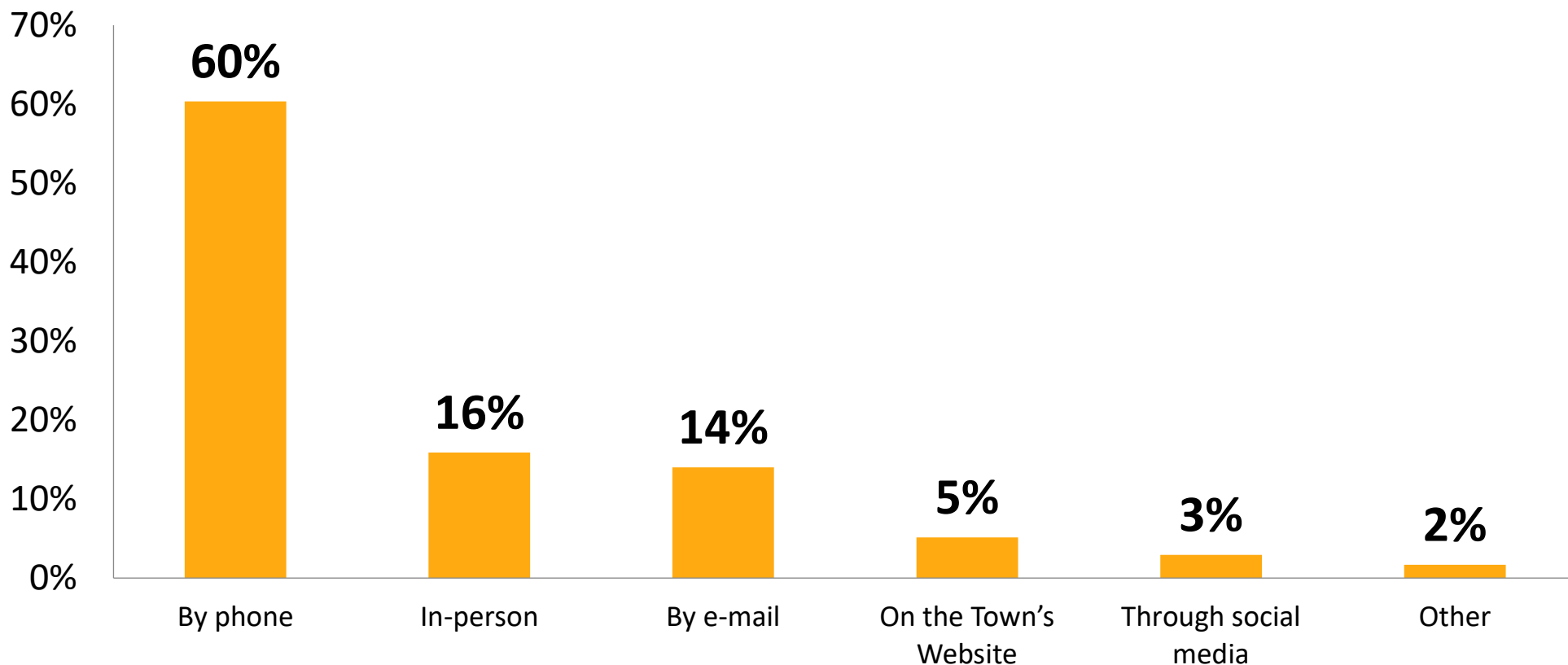
*Weighted to the true population proportion.
*Charts may not add up to 100 due to rounding.

Q – Have you ever contacted or not ever contacted someone from the Town of Tecumseh about a specific issue or concern?

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus 1.26, 19 times out of 20.

Ways used to contact the Town of Tecumseh

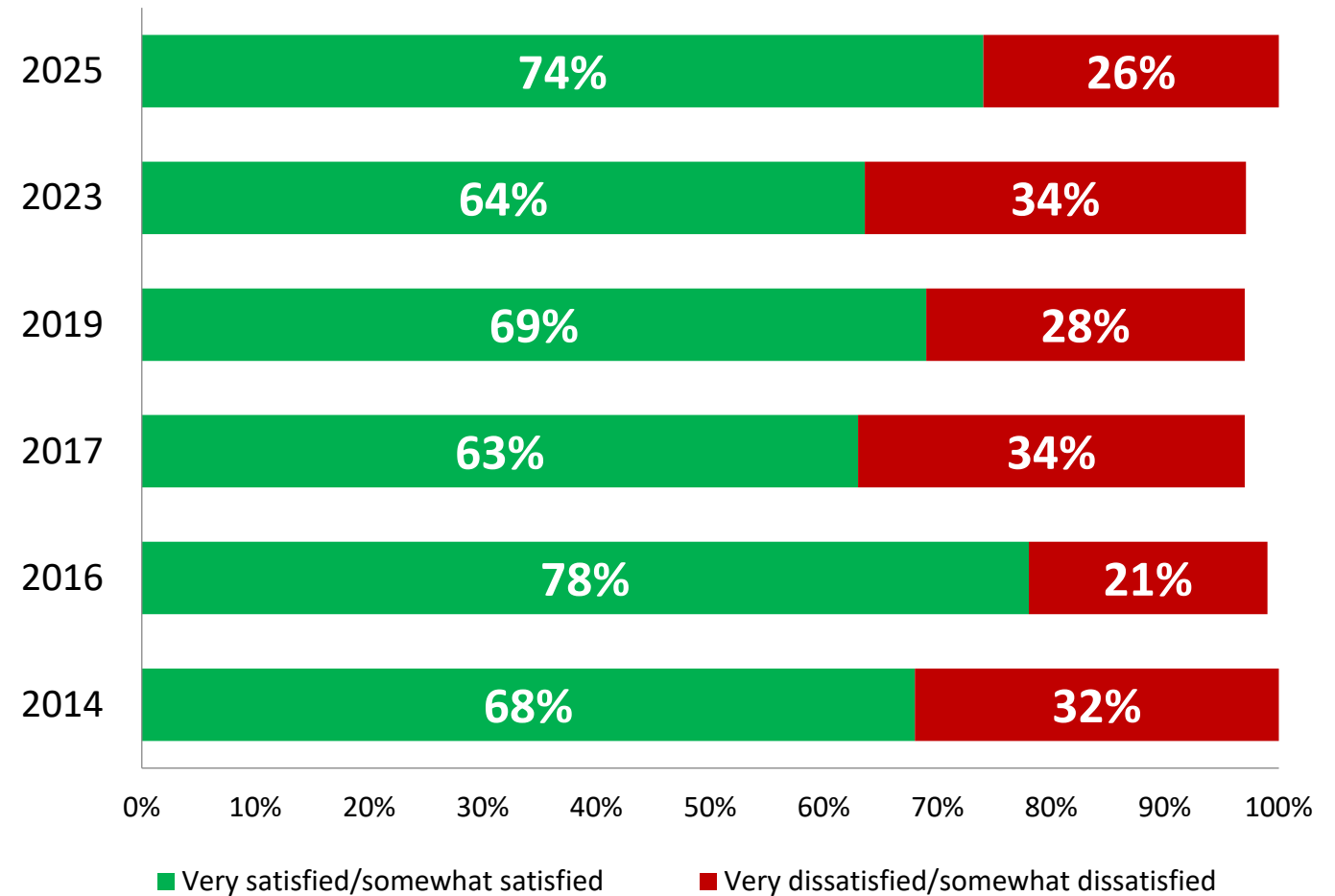
Q – [IF HAS CONTACTED SOMEONE FROM THE TOWN] How did you contact someone from the Town of Tecumseh?



Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=211, accurate 6.8 percentage points plus or minus, 19 times out of 20.

Consistent the 2016 wave, just under three in four residents who report having contacted the town about a particular issue or concern are very satisfied or somewhat satisfied with how it was dealt with.

Satisfaction with how concerns were dealt with



*Weighted to the true population proportion.

*Charts may not add up to 100 due to rounding.

*The response option unsure is excluded from this chart.

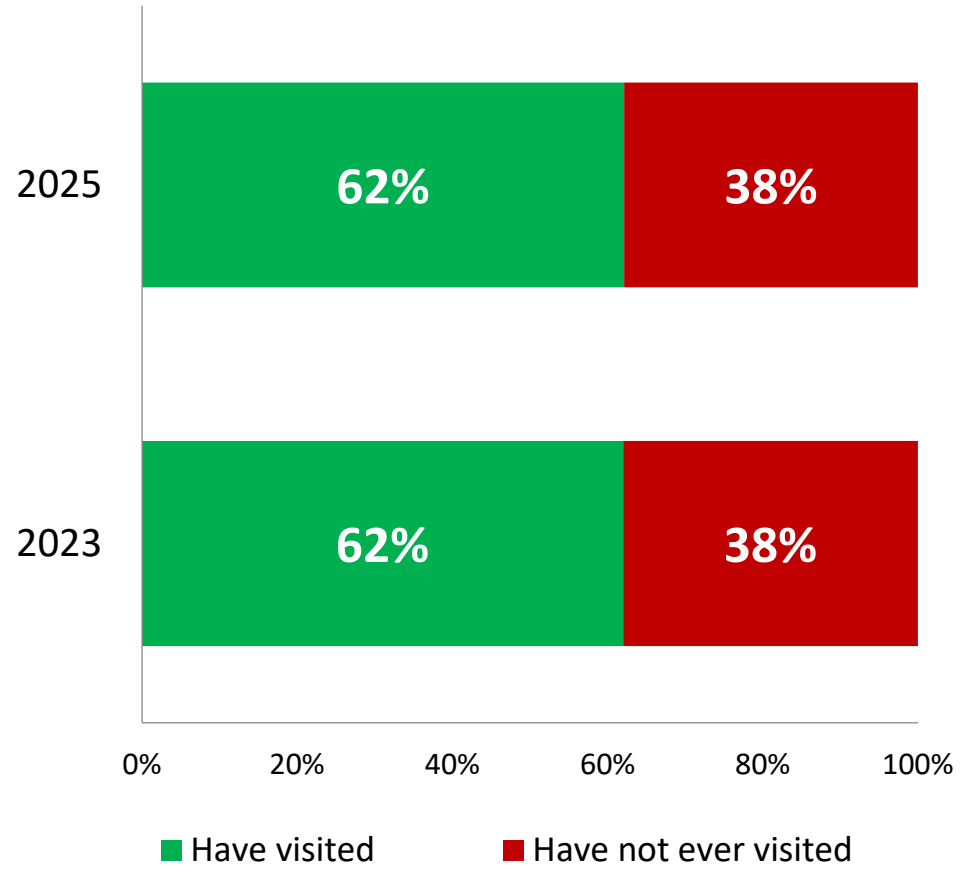
Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=207, accurate 6.9 percentage points plus or minus, 19 times out of 20.

Q – [IF HAS CONTACTED SOMEONE FROM THE TOWN] Thinking about all the times you have contacted the Town about a particular issue, how satisfied are you that your concern or concerns were dealt with effectively? Overall, are you...

Visited the Town of Tecumseh's website

6 in 10 residents

report having visited the Town of Tecumseh's website, which is consistent with previous wave. Over four in five residents who have visited the Town's website (86%) say they were able to find what they were looking for.



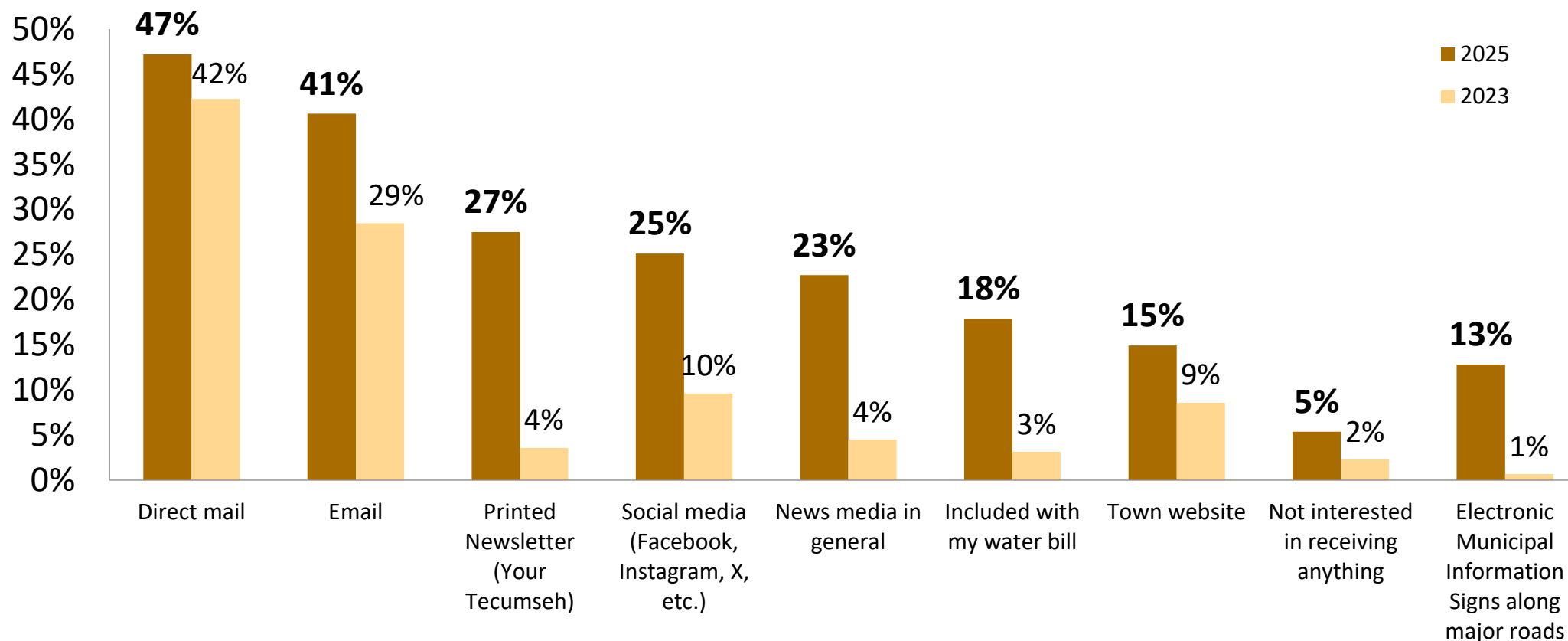
*Weighted to the true population proportion.
*Charts may not add up to 100 due to rounding.

Q – Have you ever visited or not ever visited the Town of Tecumseh's website?
Q – Were you able or not able to find what you were looking for?

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=399, accurate 5.0 percentage points plus or minus 1.9, 19 times out of 20.

The best way for the Town of Tecumseh to contact residents with important information

Q – Of the following list, which would be a good way for the Town of Tecumseh to reach you with important information: [RANDOMIZE] (select all that apply)

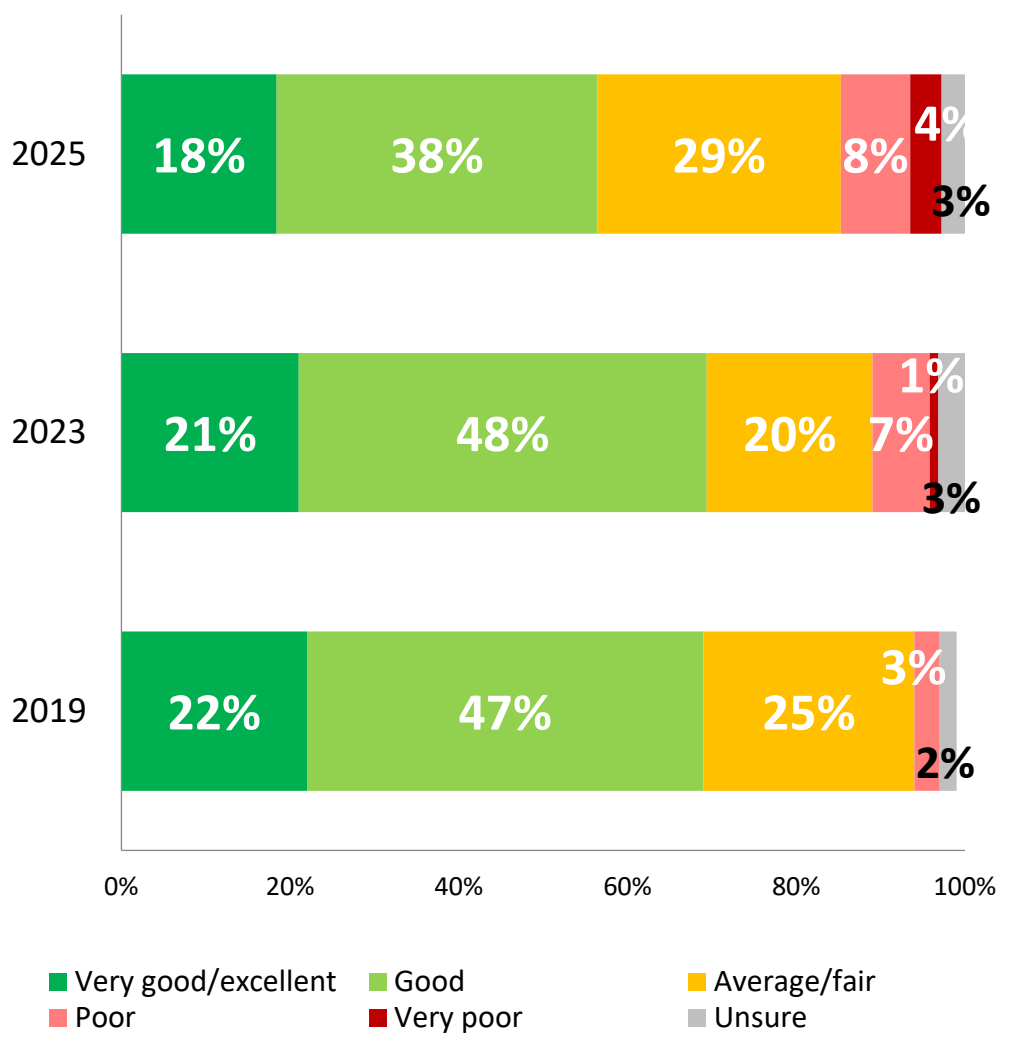


Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=393, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Rating the job of the Town of Tecumseh in informing citizens about important issues

Just under **3 in 5** residents

say that the Town of Tecumseh does a very good or good job of informing citizens about important issues which is lower than previous waves. Residents in Ward 3 were more likely to say the Town is doing a very good or good job (68%) compared to those in ward 1 (49%).



*Weighted to the true population proportion.
 *Charts may not add up to 100 due to rounding.

Q – Overall, would you say the Town of Tecumseh does a very good, good, average, poor or very poor job of informing citizens about important issues?

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20

Issues and improvements

Most important issue of concern

Q – I would like to begin by having you tell me what you consider to be the most important issue of concern facing Tecumseh today. [CAPTURE ONE MENTION ONLY][OPEN]

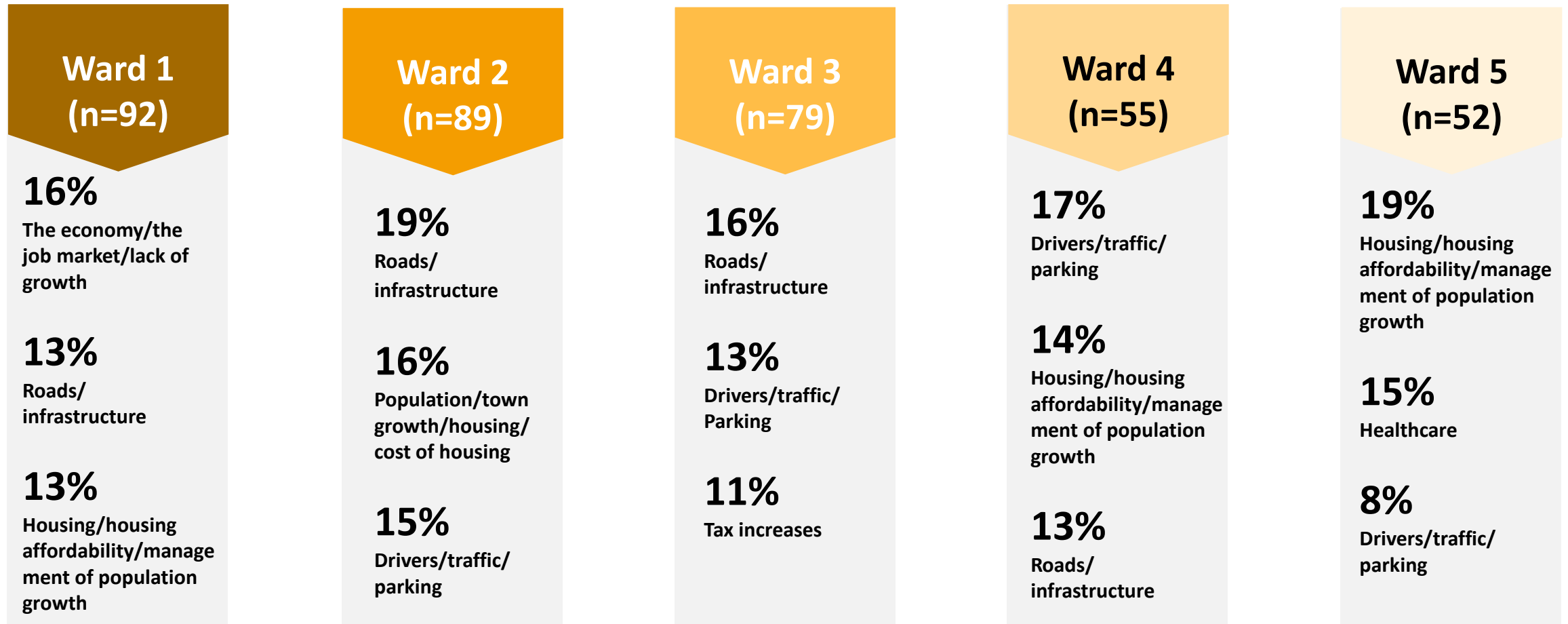
	2025-02 (n=367)	2023-03 (n=325)	
TOP RESPONSES	Roads/infrastructure	14.6%	12.9%
	Housing/housing affordability/management of population growth	14.2%	12.7%
	Drivers/ traffic/ parking	13.0%	10.7%
	Tax increases	7.7%	16.8%
	The economy/the job market/lack of growth	5.9%	-
	Nothing	4.6%	8.8%
	Healthcare	4.5%	-
	Public transportation/ buses	2.5%	4.6%
	Cost of living	2.0%	-
	More recreation/parks and green space	1.9%	2.6%
	Flooding	1.8%	11.6%
	Budget/Balancing the budget/Overspending	1.7%	-
	Crime	1.6%	4.7%
	Support for seniors	1.6%	0.9%
Tariffs/Donald Trump/the situation with the United States	1.5%	-	

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=367, accurate 5.2 percentage points plus or minus, 19 times out of 20.

Most important issue of concern - By Ward



I would like to begin by having you tell me what you consider to be the most important issue of concern facing Tecumseh today. [CAPTURE ONE MENTION ONLY][OPEN]

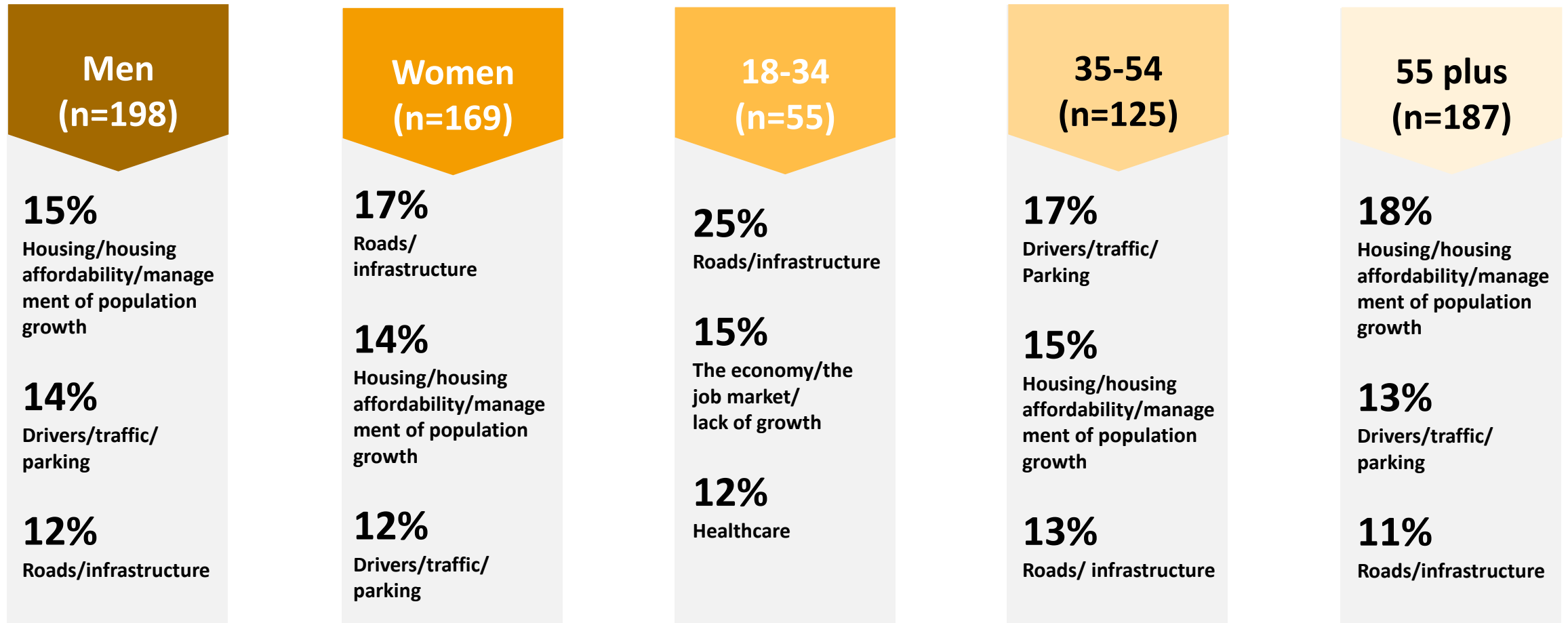


Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Most important issue of concern - By gender and age

Q

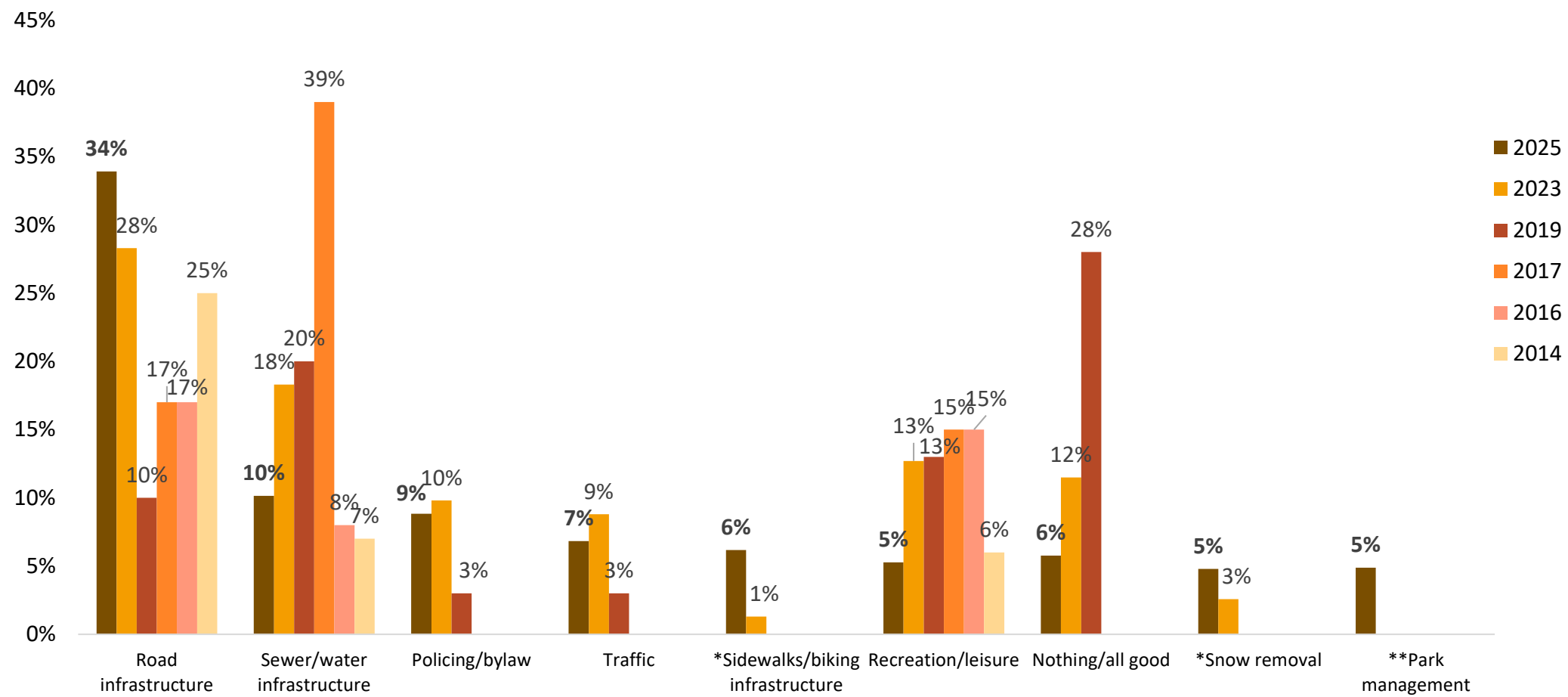
I would like to begin by having you tell me what you consider to be the most important issue of concern facing Tecumseh today. [CAPTURE ONE MENTION ONLY][OPEN]



Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

Improving the Town of Tecumseh – Top mentions

Q – What specific Town services would you say are most in need of improvement? [OPEN] [CAPTURE MULTIPLE MENTIONS]



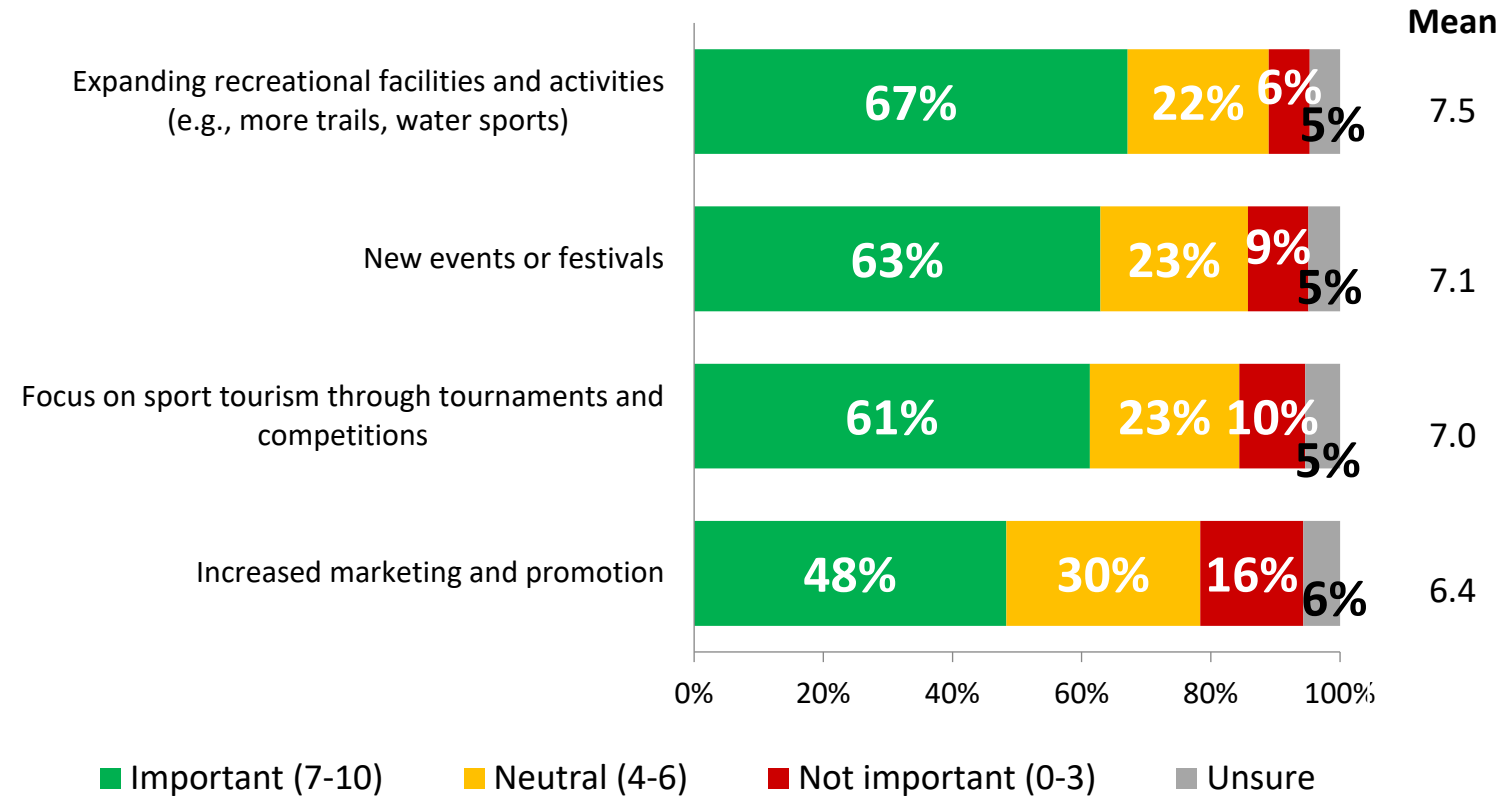
*response option added in 2023
 **New response option added in 2025

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=357, accurate 5.2 percentage points plus or minus, 19 times out of 20.

Overall, over six in ten residents attribute a higher importance to expanding recreational facilities and activities, new events or festivals and focusing on sport tourism through tournaments and competitions as the priorities to improve the Town of Tecumseh.

Q – On a scale of 0 to 10, where 0 is not important at all and 10 is very important, how important are the following priorities for improving the Town of Tecumseh as a tourism destination: [RANDOMIZE]

Importance of priorities to improve the Town of Tecumseh



*Weighted to the true population proportion.

*Charts may not add up to 100 due to rounding.

Source: Nanos Research, RDD random telephone survey, February 5th to March 3rd, 2025, n=400, accurate 5.0 percentage points plus or minus, 19 times out of 20.

KEY FINDINGS

1

OVERALL SATISFACTION WITH TOWN SERVICES REMAINS SOLID

A majority of residents ([93%](#)) report satisfaction with town services to one extent or another, which is consistent with previous waves. However, there is a marginal decrease of residents who are very satisfied with the services provided by the Town of Tecumseh compared to the 2023 wave ([52% in 2025 and 62% in 2023](#)). Residents aged 35 to 54 years old ([56%](#)) are more likely to say that they are very satisfied compared to those aged 18 to 34 years old ([43%](#)). Satisfaction with how concerns were handled by the town has improved over the past two years (64% satisfaction in 2023, 74% satisfaction in 2025).

2

MAJORITY OF RESIDENTS ARE LIKELY TO RECOMMEND THE TOWN OF TECUMSEH AS A PLACE TO LIVE

Over four in five residents ([86%](#)) are likely to recommend the town of Tecumseh as a place to live which is consistent with previous wave ([90%](#)). Residents in ward 4 ([mean of 8.8 out of 10](#)) are more likely to recommend the town of Tecumseh as a place to live compared to those in ward 5 ([mean of 7.9 out of 10](#)).

3

HIGH LEVEL OF NEED OF AFFORDABLE HOUSING

Just over seven in ten residents ([78%](#)) say that Tecumseh is very in need of affordable housing with one in two residents (50%) giving it a score of 10 out of 10, while under one in five ([14%](#)) say the need is average and [five percent](#) say it is not needed. Younger residents aged 18 to 34 years old ([mean of 9.0 out of 10](#)) are more likely to say that Tecumseh is very much in need of affordable housing than those aged 35 to 54 years old ([mean of 7.8 out of 10](#)).

4

SCORES FOR BOTH QUALITY OF LIFE AND DIRECTION OF THE TOWN HAVE DECREASED BUT CONTINUE TO BE POSITIVE OVERALL

A majority of residents say the overall quality of life in Tecumseh is very good ([44% vs 58% in 2023](#)) or good ([40% vs 37% in 2023](#)). Moreover, close to seven in ten residents ([68%](#)) say the town is moving in the right direction overall which is the lowest score since tracking began in 2014. Residents in ward 4 ([80%](#)) are more likely to say that it's moving in the right direction than those in ward 5 ([61%](#)).

5

JUST OVER ONE IN TWO RESIDENTS REPORT HAVING CONTACTED THE TOWN OF TECUMSEH ABOUT AN ISSUE OR CONCERN

Consistent with the previous wave, just over one in two residents ([52%](#)) has contacted someone from the town of Tecumseh about a specific issue or concern. Of those who have contacted the town of Tecumseh, three in five ([60%](#)) say they did so by phone and just under three in four ([74%](#)) are very satisfied or somewhat satisfied with how it was dealt with, which is higher than the previous wave ([64% in 2023](#)).

6

HIGH IMPORTANCE OF EACH STRATEGIC GOAL FOR THE TOWN OF TECUMSEH

Overall, residents attribute a high importance to each strategic goal for the town of Tecumseh. Residents in ward 3 attribute a higher importance ([mean of 8.9 out of 10](#)) to making Town services better by providing friendly and helpful customer service than those in Ward 1 ([mean of 7.9 out of 10](#)).

Discussion





March 7, 2025

Memo

To: Local Municipal CAO's, Clerks and Treasurers

Re: Resolution of County Council – Border Mayors Alliance 2025 Funding

Essex County Council, at its Wednesday, March 5, 2025 meeting, adopted the following resolution regarding funding for the Border Mayors Alliance for 2025:

075-2025

Moved By Gary McNamara

Seconded By Chris Gibb

That Essex County Council receive report number 2025-0305-CAO-R03-SZ, Border Mayors Alliance 2025 as information and authorize the funding of the 2025 per capita membership for all seven local municipalities from the Corporation's Rate Stabilization Reserve.

Carried

The City of Windsor has been notified to invoice the County of Essex for this expense.

Please do not hesitate to contact me if you have any questions.

Regards,

A handwritten signature in cursive script that reads "Crystal Sylvestre".

Crystal Sylvestre
Manager, Records and Accessibility / Deputy Clerk



March 19, 2025

Great Lakes and St. Lawrence Cities Initiative

Board of Directors

Gino Moretti, Co-Chair

gmoretti@stanicet.com

Ryan Sorenson, Co-Chair

ryan.sorenson@sheboyganwi.gov

c/o Jonathan Alternberg, President and
CEO, Phillippe Murphy-Rheaume, Chief
Development Officer
P.O. Box 1332
New Lenox, IL
60451, USA

Prime Minister of Canada

Attention: Right Honourable Mark Carney,
House of Commons, Ottawa, ON K1A 0A6

Sent via email mark.carney@parl.gc.ca

Office of the Premier

Attention: Honourable Doug Ford,
Legislative Building, Queen's Park

Sent via email premier@ontario.ca

To All Concerned,

Re: Resolution of County of Essex Council RE Fresh Water Protection and Agreements

The Council of the County of Essex, Ontario, Canada, at its Wednesday, March 19, 2025 meeting, adopted the following resolution Fresh Water Protection and Agreements:

Whereas the County of Essex is touched by fresh water at both the local municipal and upper tier level; and

Whereby Ontario holds more than half of the world's fresh water; and
Whereas multiple bilateral agreements between Canada and the United States of America have been signed, ensuring that this fresh water is protected for current users and future generations; and

Whereas, the County of Essex is a member municipality of the Great Lakes and St. Lawrence Cities Initiative, a bi-national coalition concerned with the ethical and responsible use, and protection and preservation of fresh water resources; and,

Whereas the current US President, while campaigning stated that 'there is a large faucet' in Canada, indicating that there is 'extra' water in Canada; and

Whereas current bilateral agreements do not appear to be followed by the new US Government Administration in a number of areas.

095-2025

Moved By Michael Akpata

Seconded By Crystal Meloche

That the County of Essex call upon the Great Lakes and St. Lawrence Cities Initiative to advocate for continued adherence to established agreements regarding fresh water resources and to continued bi-national, state, provincial, and municipal efforts to protect and conserve these resources; and,

That Essex County Council call upon the Federal and Provincial Governments to take any and all necessary steps to ensure that the current agreements that are in place for the protection of fresh water are followed, so that the residents of the County of Essex can continue to maintain access to clean fresh water; and,

That the Federal and Provincial Governments ensure that water outflow is included in any discussions with the United States Government as part of ongoing interactions; and further,

That both Canadian and American federal, provincial, state and municipal governments maintain funding envelopes for the Great Lakes and St. Lawrence Cities Initiative

Carried Unanimously

The County of Essex has distributed this resolution broadly to Ontario municipalities, municipal organizations, and to Federal and Provincial government leaders. The County further appeals to the GLSLCI Board, that this resolution be supported, and disseminated by GLSLCI to its members, and government agencies both in the United States and Canada.

Please do not hesitate to contact me if you have any questions.

Regards,



Hilda MacDonald
Warden, County of Essex

 519-776-6441 ext. 1327
TTY 1-877-624-4832

 360 Fairview Ave. W.
Suite # 314 Essex, ON N8M 1Y6

 countyofessex.ca

Resolution of County of Essex Council RE Fresh Water Protection and Agreements
March 19, 2025

CC:

- The Honourable Gary Anandasangaree, Minister of Justice and Attorney General of Canada and Minister of Crown-Indigenous Relations and Northern Affairs
gary.anand@parl.gc.ca
- The Honourable Jonathan Wilkinson, Minister of Energy and Natural Resources
jonathan.wilkinson@parl.gc.ca
- The Honourable Dominic LeBlanc, Minister of International Trade and Intergovernmental Affairs and President of the King's Privy Council for Canada
dominic.leblanc@parl.gc.ca
- The Honourable Jonathan Wilkinson, Minister of Energy and Natural Resources, Canada
jonathan.wilkinson@parl.gc.ca
- The Honourable Mike Harris, Minister of Natural Resources, Province of Ontario
minister.mnrf@ontario.ca
- The Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks, Province of Ontario
minister.mecp@ontario.ca
- Municipalities of the County of Essex, Ontario Clerk's Office
- Andrew Dowie, MPP Windsor-Tecumseh, Andrew.Dowie@pc.ola.org
- Anthony Leardi, MPP Essex, Anthony.Leardi@pc.ola.org
- Hon. Trevor Jones, MPP Chatham Kent Leamington, Trevor.Jones@pc.ola.org
- Lisa Gretzky, MPP Windsor West, LGretzky-QP@ndp.on.ca
- Federation of Canadian Municipalities - Rebecca Bligh, President
resolutions@fcm.ca
- Association of Municipalities of Ontario – Robin Jones, President
amopresident@amo.on.ca Brian Rosborough, Executive Director,
broborough@amo.on.ca
- Western Ontario Warden's Caucus – Kate Burns Gallagher, Executive Director
kate@wowc.ca Amy Martin, Chair chair@wowc.ca
- Eastern Ontario Warden's Caucus - Meredith Staveley-Watson, Director of Government Relations and Policy, info@eowc.org ; Warden Bonnie Clark Chair
- Irek Kusmierczyk, MP Windsor-Tecumseh, Irek.Kusmierczyk@parl.gc.ca
- Dave Epp, MP Chatham-Kent- Leamington, Dave.Epp@parl.gc.ca
- Chris Lewis, MP Essex, Chris.Lewis@parl.gc.ca
- Brian Masse, MP Windsor West, brian.masse@parl.gc.ca
- Sandra Zwiers, Chief Administrative Officer, County of Essex
szwiers@countyofessex.ca
- Katherine Hebert, Clerk, County of Essex khebert@countyofessex.ca

WESTERN ONTARIO
WOWC
WARDENS CAUCUS

Tuesday, March 18, 2025

The Honourable Mark Carney
Prime Minister of Canada
Office of the Prime Minister
80 Wellington St
Ottawa, ON K1A 0A6
pm@pm.gc.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Room 281
Queen's Park
Toronto, Ontario M7A 1A1
premier@ontario.ca

Dear Prime Minister Carney and Premier Ford,

On behalf of the Western Ontario Wardens' Caucus (WOWC), I want to thank you both for your strong leadership on behalf of Ontario and Canada through the continued uncertainty around tariffs and international trade.

The WOWC is a not-for-profit organization representing 15 upper and single-tier municipalities and 1.6 million constituents across rural Western Ontario, aiming to enhance the prosperity and overall well-being of rural and small communities across the region.

As Chair of the Western Ontario Wardens' Caucus (WOWC), I want to express our ongoing support for the Governments of Ontario and Canada as you work to navigate the challenges posed by tariffs, inter-provincial trade barriers, and other trade restrictions.

Western Ontario's economy is closely linked to trade, particularly with the United States, but also within Canada. Economists highlight that sectors most vulnerable to the imposition of tariffs and trade barriers—potentially leading to layoffs or significant economic challenges—include automotive, construction, energy, agriculture, and consumer goods. In terms of industry GDP, manufacturing, wholesale trade, and transportation and warehousing are expected to be among the most affected industries.

Regional export data, defined as both domestic and international exports outside of Western Ontario, is available through Lightcast Analyst. Western Ontario's exports outside of the region totaled over \$226 billion in 2022. Exports outside the Western Ontario region in the largest industry, manufacturing, totaled close to \$145 billion in 2022, representing 64% of total regional exports. Tariffs on agriculture and food also present substantial risks to the regional economy. This industry accounts for nearly \$12 billion in goods in regional exports.

The WOWC recognizes that trade barriers—whether international or inter-provincial—create significant challenges for industries that are vital to our region's economic stability, job

WESTERN ONTARIO
WOWC
WARDENS CAUCUS

creation, and long-term prosperity. Restrictions on the movement of goods, services, and labour between provinces can hinder economic growth, increase costs for businesses, and limit opportunities for rural communities. Addressing these inter-provincial trade barriers is crucial to ensuring that businesses in Western Ontario can compete effectively in the national and global marketplace.

The WOWC will remain a vocal advocate for solutions that protect our industries and communities, as we are committed to working with all levels of government to safeguard our region's economic future. As part of this commitment, the WOWC strongly supports efforts to develop and implement procurement policies that alleviate some of the financial and administrative burdens on municipalities. We recognize that municipalities are often constrained by procurement regulations that limit flexibility and increase costs. By collaborating with provincial and federal governments, we can work towards policies that streamline procurement, promote local economic development, and enhance the efficiency of public investments.

Western Ontario's strength comes from our ability to adapt and respond as a region, and the WOWC remains dedicated to partnering with all stakeholders to ensure our communities remain strong and resilient. We look forward to continued collaboration with both levels of government to address these pressing economic and trade-related challenges.

Sincerely,



Mayor Amy Martin
Chair, Western Ontario Wardens' Caucus
chair@wowc.ca

cc.

Hon. Lisa Thompson, Ontario Minister of Rural Affairs
Rebecca Bligh, President, Federation of Canadian Municipalities
Robin Jones, President, Association of Municipalities of Ontario
Christa Lowry, Chair, Rural Ontario Municipal Association
Bonnie Clark, Chair, Eastern Ontario Wardens' Caucus
Western Ontario MPs and MPPs
Western Ontario Wardens' Caucus Counties and Municipalities

March 7, 2025

The Right Honourable Justin Trudeau
Prime Minister of Canada
Via email: pm@pm.gc.ca

The Honourable Doug Ford
Premier of Ontario
Via Email: premier@ontario.ca

Re: Impacts of Tariffs

Please be advised the Council of the Municipality of Chatham-Kent, at its special meeting held on March 6, 2025, supported the following resolution regarding the above noted matter:

Whereas Canada is facing an unfair trade war based on tariffs from the Trump administration;

And Whereas tariffs have the prospect of negatively impacting our citizens, businesses, and community organizations;

And Whereas Chatham-Kent Council is ready and prepared to stand up for our businesses and citizens, and to support Team Canada in this fight;

And Whereas the approaches taken to respond to tariffs need to consider all potential impacts of the decision, including unintended consequences;

And Whereas Council strenuously objects to the ongoing attempts to undermine Canadian sovereignty by the Trump Administration;

And Whereas Council encourages the Federal government to continue work toward negotiations on ending this Trade War;

Therefore, Chatham-Kent Municipal Council directs administration to continue its work to address the impacts of this trade war, to immediately work on the following list of actions, and to work on any other matters that could be relevant to address the impact of these unfair tariffs:

1. Administration continue its work on addressing tariff impacts, including the review of:
 - a. Approaches taken by other municipalities to ensure Chatham-Kent is adopting best practices;
 - b. Supply chains for major purchases and products that may be impacted by tariffs;

- c. Legal options for adjusting contracts and procurement processes to reduce Chatham-Kent exposure to tariffs;
 - d. Employment and support services for citizens whose jobs may be impacted by tariffs;
 - e. Opportunities to advance major projects to assist in economic stimulus;
2. Economic Development continue to:
- a. Connect with local businesses to understand impacts that tariffs are having;
 - b. Enhance existing Buy Local campaigns to help support local businesses and provide citizens with information about their purchasing decisions;
 - c. Be prepared to assist businesses with accessing senior government programs that may become available.
3. Administration be directed to support upper levels of government's "Team Canada" approach, including participating in municipal association work, and preparing advocacy to senior levels of government to address any barriers Chatham-Kent faces, and to advance the needs of our local companies;
4. Administration continue to update the www.Chatham-Kent.ca/TariffSupport webpage to keep citizens updated on the impacts of tariffs and relief programs that become available;
5. Administration report to the Mayor and Council regarding any opportunities for political collaboration between Chatham-Kent and other municipalities, municipal associations and cross-border initiatives;
6. Administration return to Council for any necessary funding requests and with updates on progress on each of the items in this motion.
7. Administration be directed to send a letter to the Federal and Provincial Governments to consider all means to decrease costs to Canadians.
8. Administration be directed to share this resolution with local MP's, MPP's, AMO, FCM, ROMA, OBCM, Border Mayor Alliance and all Ontario Municipalities.

Sincerely,

Judy Smith
 Digitally signed by Judy Smith
 Date: 2025.03.07 15:41:36 -05'00'

Judy Smith, CMO
 Director Municipal Governance/Clerk

Tecumseh Accessibility Advisory Committee

Minutes

Date: Thursday, February 27, 2025
Time: 1:00 pm
Location: Electronic Meeting

Present:

Member, Patrick Strong
Member, Ron Matysek
Member, Tracey Crow
Chair, Alicia Higgison
Member, Kristina Fernandez

Absent:

Member, Melissa Bloomfield

Also Present:

Council & Committee Assistant, Kaitlyn Baggio
Manager Legislative Services & Deputy Clerk, Jennifer Alexander
Engineering Project Manager, Alessia Mussio
Director Public Works & Engineering Services, Phil Bartnik

A. Roll Call

B. Call to Order

The Chairperson calls the meeting to order at 1:03 pm.

C. Land Acknowledgement

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

D. Disclosure of Pecuniary Interest

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

E. Delegations

1. Phil Bartnik, Director Public Works and Engineering Services and Alessia Mussio, Engineering Project Manager

The Engineering Project Manager, Alessia Mussio, provided an update on the Lesperance and Little River Boulevard Trails project. She explained that the purpose of the meeting was to give the Committee a chance to provide feedback on the design of accessible parking spaces.

The members shared their concerns about the potential reduction in accessible parking spots. In response, the Engineering Project Manager reassured them that the number of accessible parking spots would remain the same. The members also asked about the town's responsibilities regarding winter maintenance.

The Director of Public Works and Engineering Services explained that the winter control procedures for the new trail are currently under review. He assured the Committee that the town is committed to maintaining the trail, while property owners will be responsible for their own properties. He also noted the challenges of limited staffing for winter control, citing the Ministry of Transportation's regulations on the maximum number of hours an employee can legally work in a vehicle.

a. PWES-2025-05 Lesperance Road and Little River Boulevard Trails - Project Update

Motion: TAAC - 01/25

Moved By Member, Patrick Strong
Seconded By Member, Tracey Crow

That Report PWES-2025-05 entitled "Lesperance Road and Little River Boulevard Multi-Use Trails – Project Update" be received.

Carried

F. Communications

There are no Communication items presented to the Committee.

G. Reports

There are no reports presented to the Committee.

H. Unfinished Business

Chair, Alicia Higginson welcomed new member Kristina Fernandez to the Committee.

I. New Business

1. National AccessAbility Week May 25 - 31, 2025

The Deputy Clerk and Manager of Legislative Services informed the Members about past events held for National AccessAbility Week, such as the flag-raising at Town Hall, a social media campaign, and Red Shirt Day. The Members suggested ideas, including an accessibility barriers exercise, setting up a table at the upcoming accessibility festival hosted by the County of Essex, and organizing a Special Olympics baseball game at the new baseball diamond. The Deputy Clerk proposed scheduling a meeting next month to finalize the events to be included for the week.

2. Accessible Customer Service Policy Review

The Deputy Clerk & Manager Legislative Services provided an overview of the Accessible Customer Service Policy and offered the Committee time to review the policy and provide feedback for the next meeting.

J. Next Meeting

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

K. Adjournment

Motion: TAAC - 02/25

Moved By Member, Ron Matysek
Seconded By Member, Tracey Crow

That there being no further business, the Friday, February 28, 2025 meeting of the Tecumseh Accessibility Advisory Committee **be adjourned** at 2:04 pm.

Carried

Alicia Higgison, Chairperson

Robert Auger, Clerk



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: Tuesday, March 25, 2025

Report Number: FS-2025-04

Subject: Statement of Remuneration and Expenses Paid in 2024

Recommendations

It is recommended:

That Financial Services Report No. FS-2025-04 Statement of Remuneration and Expenses Paid in 2024 **be received.**

Background

The *Municipal Act 2001*, S.O. 2001, c. 25, Section 284 reads as follows:

Statement

284.

- (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,
 - (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;

- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).

Mandatory item

- (2) The statement shall identify the by-law under which the remuneration or expenses were authorized to be paid. 2001, c. 25, s. 284 (2).

Statement to be provided to municipality

- (3) If, in any year, any body, including a local board, pays remuneration or expenses to one of its members who was appointed by a municipality, the body shall on or before January 31 in the following year provide to the municipality an itemized statement of the remuneration and expenses paid for the year. 2001, c. 25, s. 284 (3).

Public Records

- (4) Despite the Municipal Freedom of Information and Protection of Privacy Act, statements provided under subsections (1) and (3) are public records. 2001, c. 25, s. 284 (4).

The remuneration or expenses were authorized to be paid under By-law 2006-84 as amended by By-law 2007-27, By-Law 2007-85 and By-Law 2019-62, being a by-law respecting remuneration for Members of Council for the Corporation of the Town of Tecumseh and as covered by Travel Policies #14 and #127.

Comments

None

Consultations

None

Financial Implications

Professional development expenses were unfavourable due to increased costs associated with conference registration, meals and travel. Other expenses were within budget allocation.

Link to Strategic Priorities

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

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

Katherine Mao, BComm, MIBM
Financial Analyst

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Statement of Remuneration and Expenses Paid in 2024

Council	Salary	Lieu Pension	Per Diem	Total Wages - Council	Government remittance (CPP & EHT)	Health & Life Insurance Benefit	Total Benefit	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Memberships	Expenses Paid Sub-Total	Remuneration and Expenses Total (Excl. PSB & COA)
G. McNamara - Mayor	\$ 64,477	\$ 5,935	\$ -	\$ 70,413	\$ 3,061	\$ 9,953	\$ 13,014	\$ 8,566	\$ 300	\$ 93	\$ -	\$ 8,959	\$ 92,386
J. Bachetti - Deputy Mayor	38,981	3,455	-	42,437	3,117	9,475	12,592	8,935	-	-	-	8,935	63,964
B. Houston - Councillor	29,616	2,612	-	32,229	2,310	186	2,496	3,268	-	-	-	3,268	37,993
R. Tonial - Councillor	30,606	2,767	-	33,373	2,457	9,475	11,933	5,576	-	-	-	5,576	50,881
A. Higginson - Councillor	29,726	2,622	-	32,349	2,319	9,475	11,795	2,862	-	-	-	2,862	47,005
T. Jobin - Councillor	28,736	2,533	-	31,270	2,234	9,475	11,710	-	-	-	-	-	42,979
J. Dornier - Councillor	31,606	2,792	-	34,398	2,474	3,830	6,304	7,458	-	-	-	7,458	48,160
Total	\$ 253,750	\$ 22,717	\$ -	\$ 276,467	\$ 17,974	\$ 51,871	\$ 69,845	\$ 36,664	\$ 300	\$ 93	\$ -	\$ 37,058	\$ 383,369

see note *1

Police Service Board (Jan - Mar 2024)	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Memberships	Expenses Paid Sub-Total	Remuneration and Expenses Total
G. McNamara - Mayor	\$ 722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722
R. Tonial - Councillor	722	-	-	-	-	-	722
M. Misk-Evans - CAO	668	-	-	-	-	-	668
M. Gomes	255	-	-	-	-	-	255
C. Hales	308	-	-	-	-	-	308
P. Sweet	1,128	-	-	-	-	-	1,128
Total	\$ 3,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,804

OPP Detachment Board - North (Established in April 2024)	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Memberships	Expenses Paid Sub-Total	Remuneration and Expenses Total	Tecumseh	Essex	Lakeshore	Total
G. McNamara	\$ 1,339	\$ 2,208	\$ -	\$ -	\$ -	\$ 2,208	\$ 3,547	\$ 1,182	\$ 1,182	\$ 1,182	\$ 3,547
M. Misk-Evans	2,004	1,924	-	-	-	1,924	3,928	1,309	1,309	1,309	3,928
C. Hales	3,901	2,030	-	-	-	2,030	5,931	1,977	1,977	1,977	5,931
M. Gomes	2,556	130	-	-	-	130	2,686	895	895	895	2,686
D. Kigar	3,469	1,325	-	-	-	1,325	4,794	1,598	1,598	1,598	4,794
J. Quennell	2,738	1,363	-	-	-	1,363	4,101	1,367	1,367	1,367	4,101
S. Hirota	2,208	795	-	-	-	795	3,003	1,001	1,001	1,001	3,003
S. Bondy	2,259	90	-	-	-	90	2,349	783	783	783	2,349
D. Sweet	2,208	-	-	-	-	-	2,208	736	736	736	2,208
T. Bailey	2,039	-	-	-	-	-	2,039	680	680	680	2,039
K. Robertson	1,861	-	-	-	-	-	1,861	620	620	620	1,861
J. Johnston	121	-	-	-	-	-	121	40	40	40	121
P. Sweet	3,523	2,497	-	-	-	2,497	6,020	2,007	2,007	2,007	6,020
Total	\$ 30,226	\$ 12,362	\$ -	\$ -	\$ -	\$ 12,362	\$ 42,589	\$ 14,196	\$ 14,196	\$ 14,196	\$ 42,589

Committee of Adjustment	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Memberships	Expenses Paid Sub-Total	Remuneration and Expenses Total
L. Chadwick	\$ 1,040	\$ -	\$ -	\$ -	\$ 150	\$ 150	\$ 1,190
T. Fuerth	1,240	-	-	-	-	-	1,240
D. Pitre	1,300	-	-	-	-	-	1,300
C. Lanman	900	-	-	-	-	-	900
P. Jobin	900	-	-	-	-	-	900
T. Marentette	1,540	-	-	-	150	150	1,690
T. Muscedere	1,000	-	-	-	150	150	1,150
Total	\$ 7,920	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 8,370

Essex Region Conservation Authority	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Memberships	Expenses Paid Sub-Total	Remuneration and Expenses Total
J. Bachetti - Deputy Mayor	\$ 540	\$ -	\$ -	\$ 153	\$ -	\$ 153	\$ 693
T. Jobin - Councillor	720	-	-	98	-	98	818
Total	\$ 1,260	\$ -	\$ -	\$ 251	\$ -	\$ 251	\$ 1,511

Essex Power	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Memberships	Expenses Paid Sub-Total	Remuneration and Expenses Total
G. McNamara - Mayor	\$ 19,050	\$ -	\$ -	\$ 816	\$ -	\$ 816	\$ 19,866

Note *1
The above remuneration, professional development and growth, education and seminars and other expenses were paid pursuant to by-law #2003-16 as amended by by-law # 2006-84, 2007-27, 2007-85 and 2019-62 and as covered by Travel Policy #14 and # 127



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: Tuesday, March 25, 2025

Report Number: FS-2025-06

Subject: Tecumseh Response to U.S. Tariffs on Canadian Exports

Recommendations

It is recommended:

That Report FS-2025- 06 entitled “Tecumseh Response to U.S. Tariffs on Canadian Exports” **be received**;

And that Options 1, 2 and 3 outlined in Report FS-2025-06 for a Tecumseh response to U.S. Tariffs **be endorsed**;

And further that Administration **report back** to Council with further measures as they develop.

Background

In response to U.S. tariffs imposed upon Canadian exports, which the Canadian and Provincial governments have deemed unwarranted and unreasonable, and which will inflict economic hardship on many Canadians, Administration is working with peers and professional associations to develop options that Town Council may consider implementing that will support local, regional and Canadian businesses and help to mitigate the financial hardship resulting from U.S. import tariffs.

Administration has proactively collaborated with or researched initiatives by Associations such as Association of Municipalities of Ontario (AMO), Ontario Public Buyers Association (OPBA), Windsor-Essex Economic Trade Task Force and Border Mayors Alliance who have organized to mount a response to the widespread imposition of tariffs. Based on information gained to date, options Administration could initiate are proposed for Council's consideration and direction.

Comments

Administration presents the following options that Council may endorse for implementation:

1. Implement a temporary amendment to the Town's Purchasing By-law and Policy that enables the municipality to favour procurement of local/Canadian goods and services for Municipal consumption.

The Town's procurement practice is subject to trade agreements and legislation that prohibit discriminatory procurement practices based on geographic origin of goods or services.

In response to the imposition of tariffs by the United States on Canadian goods, the Town may implement a Buy Canadian Procurement Policy to serve as an addendum to the existing Purchasing By-law and Policy.

The intent is to create a structured framework that enables the Municipality to prioritize Canadian products and services where feasible, while maintaining compliance with applicable trade agreements and procurement regulations.

Furthermore, Administration shall explore opportunities for collaboration with other municipalities in Ontario and across Canada to strengthen procurement policies that benefit local economies, create jobs and support the competitiveness of Canadian industries on a global scale.

The County of Essex passed Motion 057-2025 on February 19, 2025:

"That the County of Essex begin the process to examine the viability of a "Buy Canadian" procurement strategy, ensuring Canadian content is reviewed and clearly defined in terms of percentage requirements within procurement. Additionally, the County will establish a clear definition of "Canadian Content" for the procurement of goods and services."

Furthermore, County Council asked that County Administration take the lead on preparing a compliant procurement policy and share it with the Local municipalities.

County Administration anticipates a report to Council for April 16, 2025.

Administration recommends the Town follows the County's direction once their Buy Canadian Procurement Strategy is developed.

2. Use the Town's website to promote "Buy Canadian" practices for residents.

In conjunction with the above, the Town can also use its website to promote "Buy Canadian" and "Buy Local" practices for residents. Tecumseh residents represent the buying power of 23,000 people who are not restricted by trade agreements and legislation for their purchases.

A concerted awareness of the origin of goods and services and commitment to support local, regional and national businesses, can help to support and stabilize our economy during this time of uncertainty, one resident at a time.

There are several tools readily available to consumers that can provide the origin of a product by scanning the product code and there are several websites that connect citizens to Canadian/Ontario/local suppliers for various products and services.

What does the label mean? According to the [Competition Bureau Canada](#):

- Product of Canada: At least 98% of the product contains Canadian ingredients and materials.
- Made in Canada: At least 51% of the product is made in Canada in our factories and businesses.

Sites that identify Canadian/Ontario or WindsorEssex-made products:

- [Ontario Made | Local Products You Will Love](#)
- [Made in Canada Directory | The Most Canadian-Made Products](#)
- <https://sourcewindsorsex.com/>
- <https://trilliummfg.ca/>
- <https://www.ngen.ca/>

Examples of municipal websites that are taking this approach include Mississauga and Burlington. Once the Town has received direction on the County's procurement policy noted above, this opportunity can also be pursued on the Town's website in collaboration with our Communications team.

3. Continue collaboration with Associations such as Association of Municipalities of Ontario (AMO), Ontario Public Buyers Association (OPBA), Windsor-Essex Economic Trade Task Force and Border Mayors Alliance who have held information sessions, are actively engaging with affected businesses and are lobbying Federal and Provincial Governments to act.

Initial actions that the Town can implement include:

- Supporting resolutions and correspondence from other jurisdictions/AMO/ROMA to the federal and provincial governments in support of their ongoing efforts to oppose the tariffs, impose retaliatory measures, remove interprovincial trade barriers and negotiate better trade arrangements with US trading partners.
- Endorsing the efforts of the Windsor-Essex Economic Trade Task Force and amplifying their message through the Town's website and social media.
- Participating through the Mayor's Office in the Border Mayors Alliance (BMA); recently County Council passed a motion in support of paying annual BMA membership fees on behalf of the seven area municipalities of Essex County.

As additional opportunities arise, Administration will report back to Council for further direction.

4. Assess the Town's exposure to tariffs.

This complex exercise delves into cost structures and supply chains, identifies second and third-tier suppliers and considers unintended consequences. The Town does not have sufficient resources to undertake this type of initiative. Accordingly, Administration does not recommend this option for implementation.

Consultations

Chief Administrative Officer
County of Essex

Financial Implications

Tariffs are known to cause cost inflation in the near-term.

A Buy Canadian Procurement Strategy may also increase costs.

Administration will work with suppliers, buying groups, municipalities, senior levels of government and professional associations to minimize the impact to the Town's budget.

Cost/project deferrals will be considered, if necessary.

Link to Strategic Priorities

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

Communications

Not applicable

Website Social Media News Release Local Newspaper

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

Prepared by:

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

Reviewed by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: Tuesday, March 25, 2025

Report Number: LCS-2025-09

Subject: Appointments to the Lakeshore-Tecumseh Inter-Municipal Committee

Recommendations

It is recommended:

That Report LCS-2025-09 entitled “Appointments to the Lakeshore-Tecumseh Inter-Municipal Committee” **be received**;

And that Councillor Brian Houston and Councillor Tania Jobin **be appointed** to the Lakeshore Tecumseh Inter-Municipal Committee with the term ending November 14, 2026.

Background

At the October 13, 2020, Regular Council Meeting, Council approved the following resolution:

“Motion: RCM - 296/20

Moved by Councillor Andrew Dowie
Seconded by Councillor Brian Houston

That CS-2020-31 Report entitled “Lakeshore-Tecumseh Inter-Municipal Committee Terms of Reference” **be received**;

And that the Lakeshore-Tecumseh Inter-Municipal Committee Terms of Reference attached as Appendix “A” to report CS-2020-31 **be approved**;

And further that Councillors Tania Jobin and Brian Houston be appointed to the Lakeshore-Tecumseh Inter-Municipal Committee;

And furthermore, that the Town of Lakeshore **be notified** of the Tecumseh members’ appointments to the Committee;

And further moreover that the Clerk **be authorized** to coordinate a meeting of the Committee with the Clerk for the Town of Lakeshore.

Carried.”

The Lakeshore-Tecumseh Inter-Municipal Committee (Committee) is comprised of two members from each of Lakeshore and Tecumseh Councils. At this Committee’s last meeting in 2023, Councillor Jobin was appointed Chair and Councillor Houston was appointed Vice-Chair of this Committee. The scope of this Committee is to consider matters of mutual interest to the municipalities. The Committee typically tries to meet bi-annually or on an ad-hoc basis as and when matters for discussion arise or are brought forward by the respective administrations.

Comments

Earlier this month, the Legislative & Clerks Services Department was notified that the Administrators of both municipalities would like to schedule a Committee meeting this spring. The next meeting will be hosted by Tecumseh. With the lapse of time between Committee meetings, the appointments for the Town of Tecumseh members to sit on this Committee have expired.

The Committee’s Terms of Reference outlines the number and eligibility of Committee members. Each municipality shall appoint two members from their respective Councils. Given that there are only 18 months remaining in this term of Council, it seemed sensible to recommend re-appointment of the same members that served on the Committee last term, being Councillors Jobin and Houston. The current appointees would then finish the term ending on November 14, 2026.

Consultations

None

Financial Implications

There are no financial implications to this report.

Link to Strategic Priorities

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

Communications

Not applicable

Website Social Media News Release Local Newspaper

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

Prepared by:

Jennifer Alexander, AOMC, MPA
Deputy Clerk & Manager Legislative Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None

The Corporation of the Town of Tecumseh

By-Law Number 2025-032

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Bear Construction and Engineering Inc. for the Lakewood Park Improvement Project Phase One

Whereas Bear Construction and Engineering Inc., was award the tender for construction services for the Lakewood Park Improvement Project Phase One (Project);

And Whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Bear Construction and Engineering Inc. for the constructions works 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 herby 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 Bear Construction and Engineering Inc. dated the 25th of March 2025, and a copy of said agreement is attached and forms part of this by-law, and to do such further and other acts which may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk



Stipulated Price Contract

between

Owner and Contractor

Request for Tender No. 133

Lakewood Park Improvement Project Phase 1



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This Agreement made on the 22nd day of March 2025,

Between:

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

-and-

Bear Construction and Engineering Inc.
(hereinafter called the “*Contractor*”)

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

Article 1 - The *Work*

The *Contractor* shall:

- 1.1 perform the *Work* required by the Contract Documents for

construction of a washroom building facility, splash pad, bocce court, gazebo, and
surrounding hard surface area

located at

13451 Riverside Drive East

for which the Agreement has been signed by the parties and for which

Archon Architects Incorporated

is acting as and is hereinafter called the “*Consultant*,” and
- 1.2 do and fulfill everything indicated in the Contract Documents; and
- 1.3 commence the *Work* by the 1st day of April 2025 and subject to adjustment in
Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover
by the 1st day of June 2026.

Article 2 - Agreements and Amendments

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

Article 3 - Contract Documents

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



- Agreement between *Owner* and *Contractor*, together with Definitions and General Conditions forming part thereof
- Combined Project Documents for RFT No. 133 – Lakewood Park Improvement Project Phase 1, dated March 19, 2025, inclusive of all project drawings

Article 4 - Contract Price

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

Three Million Nine Hundred Three Thousand Five Hundred Nineteen ----- 40/100 dollars	\$3,903,519.40
--	----------------

4.2 Value Added Taxes (of 13%) payable by the *Owner* to the *Contractor* are:

Five Hundred Seven Thousand Four Hundred Fifty-Seven - ----- 52/100 dollars	\$507,457.52
---	--------------

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

Four Million Four Hundred Ten Thousand Nine Hundred Seventy-Six ----- 92/100 dollars	\$4,410,976.92
--	----------------

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

4.5 All amounts are in Canadian funds.

Article 5 - Payment

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

- a. make progress payments to the *Contractor* on account of the Contract Price when due in the amount certified by the *Consultant* unless otherwise prescribed by Payment Legislation together with such Value Added Taxes as may be applicable to such payments;
- b. upon Substantial Performance of the *Work*, pay to the *Contractor* the unpaid balance of the holdback when due together with such Value Added Taxes as may be applicable to such payment; and
- c. upon the issuance of a final certificate for payment, pay to the *Contractor* the unpaid balance of the Contract Price when due together with such Value Added Taxes as may be applicable to such payment.



Article 6 - Interest

a. Should either party fail to make payments as they become due under the terms of the Contract or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(i) 2% per annum above the prime rate for the first 60 days.

(ii) 4% per annum above the prime rate after the first 60 days.

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

(iii) Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.(a) of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – Dispute Resolution or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.

Article 7 - Receipt of and Addresses for Notices in Writing

7.1 Notices in Writing will be addressed to the recipient at the address set out below.

7.2 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.

7.3 A Notice in Writing delivered by one party in accordance with this Contract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five (5) calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the Notice in Writing will be deemed to have been received on the *Working Day* next following such day.

7.4 A Notice in Writing sent by any form of electronic communication will be deemed to have been received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt of the first *Working Day* next following the transmission thereof.

7.5 An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the Town of Tecumseh
Attention: Daniel Wolicki,
Manager Facilities & Energy Management
917 Lesperance Road, Tecumseh, Ontario N8N 1W9



dwolicki@tecumseh.ca

Contractor

Bear Construction and Engineering Inc.
Attention: David Medved, President
5395 Outer Drive, Oldcastle, Ontario N9G 0C4
dave@bearconstruction.ca

Consultant

Archon Architects Incorporated
Attention: Settimo Vilardi
300-1645 Wyandotte Street East, Windsor, Ontario
svilardi@archonarchitect.com

Article 8 - Succession

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

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



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

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

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara, Mayor

Per: _____
Robert Auger, Director
Legislative Services & Clerk

We have authority to bind.

Bear Construction and Engineering Inc.

Per: _____
Name: David Medved
Title: President

I have authority to bind.



Definitions

The following Definitions shall apply to all Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

Owner means the Corporation of the Town of Tecumseh.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions

Part 1 - General Provisions

GC 1.1 - Contract Documents

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

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

GC 1.2 - Law Of The Contract

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

GC 1.3 - Rights and Remedies

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

GC 1.4 - Assignment

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

Part 2 - Administration Of The Contract

GC 2.1 - Authority Of The *Consultant*

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

GC 2.2 - Role of the *Consultant*

- 2.2.1 The *Consultant* will provide administration of the Contract as described in the Contract Documents.
- 2.2.2 The *Consultant* will visit the Place of the *Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the Contract Documents.

- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the Place of the *Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the Contract and will issue certificates for payment as provided in Article 5 of the Agreement – Payment, GC5.3 – Payment and GC5.5 – Final Payment.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the Contract Documents.
- 2.2.6 Except with respect to GC5.1 – Financing Information Required of the *Owner*, the *Consultant* will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the Contract Documents shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the Contract Documents. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in Contract Price, the *Consultant* will make findings as set out in GC6.6 - Claims for a Change in Contract Price.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the Contract Documents. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, Subcontractors, Suppliers, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish Supplemental Instructions to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon Shop Drawings, samples, and other submittals by the *Contractor*, in accordance with the Contract Documents.
- 2.2.14 The *Consultant* will prepare Change Orders and Change Directives as provided in GC6.2 – Change Order and GC6.3 – Change Directive.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of Substantial Performance of the *Work* and verify that Ready-for-Takeover has been attained.

- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the Contract and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the Contract Documents will be that of the former *Consultant*.

GC 2.3 - Review And Inspection Of The Work

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

GC 2.4 - Defective Work

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the Contract Documents whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

- 2.4.2 The *Contractor* shall make good promptly Other *Contractors'* work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the Contract Documents. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

Part 3 - Execution of the Work

GC 3.1 - Control of the Work

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

GC 3.2 - Construction by the Owner or Other Contractors

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

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

GC 3.3 - Temporary Work

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

GC 3.4 - Construction Schedule

- 3.4.1 The *Contractor* shall:
- (a) prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the Contract Time;
 - (b) monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the Contract Documents; and
 - (c) advise the *Consultant* of any revisions required to the schedule as the result of extensions of the Contract Time as provided in Part 6 of the General Conditions – Changes in the *Work*.

GC 3.5 - Supervision

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

GC 3.6 - Subcontractors and Suppliers

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

GC 3.7 - Labour and Products

- 3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 The *Contractor* shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the Contract.

3.7.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 - Shop Drawings

3.8.1 The *Contractor* shall provide Shop Drawings as required in the Contract Documents.

3.8.2 The *Contractor* shall provide Shop Drawings to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of Other *Contractors* or the *Owner's* own forces.

3.8.3 The *Contractor* shall review all Shop Drawings before providing them to the *Consultant*. The *Contractor* represents by this review that:

- (a) the *Contractor* has determined and verified all applicable field measurements, field construction conditions, Product requirements, catalogue numbers and similar data, or will do so, and
- (b) the *Contractor* has checked and co-ordinated each Shop Drawing with the requirements of the *Work* and of the Contract Documents.

3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing Shop Drawings, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a Shop Drawing from the requirements of the Contract Documents. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents.

3.8.7 The *Consultant* will review and return Shop Drawings in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

Part 4 - Allowances

GC 4.1 - Cash Allowances

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

4.1.2 The Contract Price, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.

- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 - Contingency Allowance

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

Part 5 - Payment

GC 5.1 - Financing Information Required of the *Owner*

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

GC 5.2 - Applications for Payment

- 5.2.1 Applications for payment on account as provided in Article 5 of the Agreement – Payment shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month, or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the Contract, of *Work* performed and Products delivered to the Place of the *Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the Contract and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of Payment Legislation.

- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the Place of the *Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A "Statutory Declaration" or similar declaration.
- 5.2.8 Applications for payment for Products delivered to the Place of the *Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the Products.

GC 5.3 - Payment

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

GC 5.4 - Substantial Performance of the *Work* and Payment of Holdback

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for Substantial Performance of the *Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
- (a) advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why,
 - (b) or state the date of Substantial Performance of the *Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the *Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any Payment Legislation, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the *Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC5.3 – Payment.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to

Substantial Performance of the *Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 - Final Payment

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

GC 5.6 - Deferred Work

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

GC 5.7 - Non-Conforming Work

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

Part 6 - Changes in the Work

GC 6.1 - Owner's Right to Make Changes

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

GC 6.2 - Change Order

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

GC 6.3 - Change Directive

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in Contract Price and Contract Time, the *Owner*, through the *Consultant*, shall issue a Change Directive.
- 6.3.2 A Change Directive shall only be used to direct a change in the *Work* which is within the general scope of the Contract Documents.
- 6.3.3 A Change Directive shall not be used to direct a change in the Contract Time only.
- 6.3.4 Upon receipt of a Change Directive, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing Change Directives, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same Change Directive.
- 6.3.6 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the Change Directive, valued in accordance with paragraph 6.3.7 and as follows:
- (a) If the change results in a net increase in the *Contractor's* cost, the Contract Price shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - (b) If the change results in a net decrease in the *Contractor's* cost, the Contract Price shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - (c) The *Contractor's* fee shall be as specified in the Contract Documents or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the Change Directive:

Labour

- (a) rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (i) trade labour in the direct employ of the *Contractor*;

- (ii) the *Contractor's* personnel when stationed at the field office;
- (iii) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
- (iv) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article 3 of the Agreement – Contract Documents for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary *Work*

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

Subcontract

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

Others

- (g) travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7(a);
- (h) deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- (i) cost of quality assurance such as independent inspection and testing services;
- (j) charges levied by authorities having jurisdiction at the Place of the *Work*;
- (k) royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC10.3 – Patent Fees;
- (l) premium for all contract securities and insurance for which the *Contractor* is required, by the Contract Documents, to provide, maintain and pay in relation to the performance of the *Work*;
- (m) losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC11.1 – Insurance when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- (n) taxes and duties, other than Value Added Taxes, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- (o) charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- (p) cost for removal and disposal of waste products and debris;

- (q) legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (i) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (ii) the result of the negligent acts or omissions of the *Contractor*, or
 - (iii) the result of a breach of this Contract by the *Contractor*;
- (r) cost of auditing when requested by the *Owner*; and
- (s) cost of Project specific information technology in accordance with the method determined by the parties.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the Contract, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the Change Directive other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the Change Directive shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the Change Directive and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing Change Directives, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the Change Directive.

6.3.11 Pending determination of the final amount of a Change Directive, the undisputed value of the *Work* performed as the result of a Change Directive is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the Contract Time attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order.

GC 6.4 - Concealed or Unknown Conditions

6.4.1 If the *Owner* or the *Contractor* discover conditions at the Place of the *Work* which are:

- (a) subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the Contract Documents; or
- (b) physical conditions, other than conditions due to weather, which are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents,

then the observing party shall give Notice in Writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions.

- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC6.2 – Change Order or GC6.3 – Change Directive.
- 6.4.3 If the *Consultant* finds that the conditions at the Place of the *Work* are not materially different or that no change in the Contract Price or the Contract Time is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 – Toxic and Hazardous Substances, GC9.3 – Artifacts and Fossils and GC9.5 – Mould.

GC 6.5 - Delays

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain Ready-for-Takeover by the date stipulated in Article 1 of the Agreement – The *Work*, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- (a) labour disputes, strikes, lockouts (including lockouts decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - (b) fire, unusual delay by common carriers or unavoidable casualties,
 - (c) abnormally adverse weather conditions, or
 - (d) any cause beyond the *Contractor's* control other than one resulting from a default or breach of Contract by the *Contractor*, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

- 6.5.4 No extension shall be made for delay unless Notice in Writing of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC2.2 – Role of the *Consultant*, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 - Claims for a Change in Contract Price

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the Contract Price, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the Contract Price, the party that intends to make the claim shall give timely Notice in Writing of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- (a) take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - (b) keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based, and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by Notice in Writing to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – Dispute Resolution.

Part 7 - Default Notice

GC 7.1 - Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract

- 7.1.1 If the *Contractor* is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy Notice in Writing to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the Contract to a substantial

degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* Notice in Writing, containing particulars of the default including references to applicable provisions of the Contract, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such Notice in Writing.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- (a) commences the correction of the default within the specified time,
 - (b) provides the *Owner* with an acceptable schedule for such correction, and
 - (c) corrects the default in accordance with the Contract terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving Notice in Writing:
- (a) correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - (b) terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the Contract.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- (a) take possession of the *Work* and Products at the Place of the *Work*; subject to the rights of third parties, utilize the Construction Equipment at the Place of the *Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - (b) withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - (c) charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC12.3 – Warranty, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the *Work* is less than the unpaid balance of the Contract Price, the *Owner* shall pay the *Contractor* the difference, and
 - (d) on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC12.3 – Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the Contract as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the Contract.

GC 7.2 - Contractor's Right to Suspend the Work or Terminate the Contract

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

Part 8 - Dispute Resolution

GC 8.1 - Authority of the Consultant

- 8.1.1 Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC2.2 – Role of the *Consultant*, shall be settled in accordance with the requirements of Part 8 of the General Conditions – Dispute Resolution.
- 8.1.2 If a dispute arises under the Contract in respect of a matter in which the *Consultant* has no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.3 and

paragraphs 8.3.3 to 8.3.8 of GC8.3 - Negotiation, Mediation and Arbitration, and in GC8.4 – Retention of Rights apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the Contract Documents correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 - Adjudication

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

GC 8.3 - Negotiation, Mediation and Arbitration

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 “Rules for Mediation and Arbitration of Construction Industry Disputes” in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- (a) within 20 *Working Days* after the Contract was awarded, or
 - (b) if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by Notice in Writing requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC2.2 – Role of the *Consultant* and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a Notice in Writing of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a Notice in Writing of reply to the dispute within 10 *Working Days* after receipt of such Notice in Writing setting out particulars of this response and any relevant provisions of the Contract Documents.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's Notice in Writing of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving Notice in Writing to the *Owner*, the *Contractor*, and the *Consultant*.

- 8.3.6 By giving a Notice in Writing to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the Place of the *Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a Notice in Writing is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by Notice in Writing, given within 10 *Working Days* of the date of Notice in Writing requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- (a) held in abeyance until:
 - (i) Ready-for-Takeover,
 - (ii) the Contract has been terminated, or
 - (iii) the *Contractor* has abandoned the *Work*, whichever is earlier; and
 - (b) consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 - Retention of Rights

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

Part 9 - Protection of Persons and Property

GC 9.1 - Protection of *Work* and Property

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property, and property adjacent to the Place of the *Work* from damage which may arise as the result of the *Contractor's* operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:
- (a) errors or omissions in the Contract Documents; or
 - (b) acts or omissions by the *Owner*, the *Consultant*, Other *Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the Contract Documents or that are reasonably apparent in an inspection of the Place of the *Work*.

- 9.1.3 Should the *Contractor* in the performance of the Contract damage the *Work*, the *Owner's* property, or property adjacent to the Place of the *Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The Contract Price and Contract Time shall be adjusted as provided in GC6.1 – *Owner's* Right to Make Changes, GC6.2- Change Order and GC6.3 – Change Directive.

GC 9.2 - Toxic and Hazardous Substances

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the Place of the *Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
 - (a) take all reasonable steps to determine whether any toxic or hazardous substances are present at the Place of the *Work*, and
 - (b) provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the Place of the *Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the Place of the *Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the Contract expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the Place of the *Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the Place of the *Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
 - (a) encounters toxic or hazardous substances at the Place of the *Work*, or
 - (b) has reasonable grounds to believe that toxic or hazardous substances are present at the Place of the *Work*,
 which were not brought to the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, and which were not disclosed by the *Owner*, or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - (c) take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the Place of the *Work*, and
 - (d) immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an

independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- (a) take all steps as required under paragraph 9.2.4;
 - (b) reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - (c) extend the Contract Time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - (d) indemnify the *Contractor* as required by GC13.1 - Indemnification.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- (a) take all necessary steps, in accordance with applicable legislation in force at the Place of the *Work*, to safely remove and dispose the toxic or hazardous substances;
 - (b) make good any damage to the *Work*, the *Owner's* property, or property adjacent to the Place of the *Work* as provided in paragraph 9.1.3 of GC9.1 - Protection of *Work* and Property;
 - (c) reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - (d) indemnify the *Owner* as required by GC13.1 - Indemnification.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC9.2 - Toxic and Hazardous Substances.

GC 9.3 - Artifacts and Fossils

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

GC 9.4 - Construction Safety

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

GC 9.5 - Mould

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the Place of the *Work*, the remediation of which is not expressly part of the *Work*,
- the observing party shall promptly report the circumstances to the other party in writing,
 - the *Contractor* shall promptly take all reasonable steps, including stopping the *Work*, if necessary, to ensure that no person suffers injury, sickness, or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - if the *Owner* and the *Contractor* do not agree on the existence, significance, or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1(c) determines that the presence of mould was caused by the *Contractor's* operations under the Contract, the *Contractor* shall promptly, at the *Contractor's* own expense:
- take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - make good any damage to the *Work*, the *Owner's* property, or property adjacent to the Place of the *Work* as provided in paragraph 9.1.3 of GC9.1 – Protection of *Work* and Property,
 - reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1(c), and
 - indemnify the *Owner* as required by GC13.1 - Indemnification.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1(c) determines that the presence of mould was not caused by the *Contractor's* operations under the Contract, the *Owner* shall promptly, at the *Owner's* own expense:
- take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1(b) and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC9.1 – Protection of *Work* and Property,

- (c) extend the Contract Time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1(c) and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
- (d) indemnify the *Contractor* as required by GC13.1 - Indemnification.

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

Part 10 - Governing Regulations

GC 10.1 - Taxes and Duties

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

GC 10.2 - Laws, Notices, Permits, and Fees

- 10.2.1 The laws of the Place of the *Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the Contract Documents specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the Place of the *Work* after the issuance of the building permit. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the Contract Documents are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the Contract Documents as provided in GC6.1 - *Owner's* Right to Make Changes, GC6.2 – Change Order and GC6.3 – Change Directive.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations

thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC6.6 - Claims for a Change in Contract Price.

GC 10.3 - Patent Fees

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

GC 10.4 - Workers' Compensation

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

Part 11 - Insurance

GC 11.1 - Insurance

- 11.1.1 Without restricting the generality of GC13.1 - Indemnification, the *Contractor* shall provide, maintain, and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 "CCDC Insurance Requirements" in effect at the time of bid closing except as hereinafter provided:
- (a) General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover on an ongoing basis for a period of 6 years following Ready-for-Takeover.
 - (b) Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.
 - (c) Unmanned aerial vehicle aircraft, manned aircraft, or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - (d) "Broad form" property insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insureds all Subcontractors. The "Broad form"

property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

- (i) 10 calendar days after the date of Ready-for-Takeover;
 - (ii) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (iii) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- (e) Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insureds all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of Ready-for-Takeover.
- (f) The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (i) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the *Contractor* shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (ii) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the Contract, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition, the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (iii) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or Other *Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or Other *Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- (g) *Contractors'* Equipment Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.
- (h) *Contractors'* Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.

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

authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regard to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the Contract.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the Contract Documents, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the *Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a Change Order.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a Change Order.
- 11.1.8 A Change Directive shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

Part 12 - Owner Takeover

GC 12.1 - Ready-For-Takeover

- 12.1.1 The prerequisites to attaining Ready-for-Takeover of the *Work* are limited to the following:
 - (a) The *Consultant* has certified or verified the Substantial Performance of the *Work*.
 - (b) Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - (c) Final cleaning and waste removal at the time of applying for Ready-for-Takeover, as required by the Contract Documents.
 - (d) The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the Contract Documents.
 - (e) Make available a copy of the as-built drawings completed to date on site.
 - (f) Startup, testing required for immediate occupancy, as required by the Contract Documents.
 - (g) Ability to secure access to the *Work* has been provided to the *Owner*, if required by the Contract Documents.
 - (h) Demonstration and training, as required by the Contract Documents, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1(c) to 12.1.1(f) must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, Ready-for-Takeover shall not be delayed.

- 12.1.3 When the *Contractor* considers that the *Work* is Ready-for-Takeover, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for Ready-for-Takeover for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the Contract.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:
- (a) advise the *Contractor* in writing that the *Work* is not Ready-for-Takeover and give reasons why, or
 - (b) confirm the date of Ready-for-Takeover in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of Ready-for-Takeover, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC12.1 - Ready-For-Takeover shall be subject to GC12.2 - Early Occupancy by the *Owner*.

GC 12.2 - Early Occupancy by the Owner

- 12.2.1 The *Owner* may take occupancy of a part, or the entirety of the *Work* before Ready-for-Takeover has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before Ready-for-Takeover has been attained:
- (a) The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - (b) The *Contractor* shall cease to be liable for the care of such part as from this date when responsibility shall pass to the *Owner*.
 - (c) The warranty period specified in paragraph 12.3.1 of GC12.3 – Warranty for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC12.1 - Ready-For-Takeover, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve Ready-for-Takeover. This shall not relieve the *Contractor's* responsibility to complete the *Work* in a timely manner.

GC 12.3 - Warranty

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the Contract is one year from the date when Ready-for-Takeover has been attained.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and Contract Documents permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* Notice in Writing of observed defects and deficiencies which occur during the one-year warranty period.

- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one-year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one-year warranty period as described in paragraph 12.3.1, shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Part 13 - Indemnification and Waiver

GC 13.1 - Indemnification

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:

- (a) caused by:
 - (i) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (ii) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and
- (b) made by Notice in Writing within a period of 6 years from the Ready-for-Takeover date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the Place of the *Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this Contract.

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

- (a) In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC11.1 -Insurance, the minimum liability insurance limit for one occurrence of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
- (b) In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC11.1 - Insurance, the greater of the Contract Price as recorded in Article 4 – Contract Price or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- (c) In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive, or exemplary damages.

- (d) In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 - Toxic and Hazardous Substances.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
 - (a) as described in paragraph 10.3.2 of GC10.3 – Patent Fees, and
 - (b) arising out of the *Contractor's* performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the *Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
 - (a) Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - (b) should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 - Waiver of Claims

- 13.2.1 Subject to any lien legislation applicable to the Place of the *Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the Contract, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the Ready-for-Takeover date, except as follows:
 - (a) claims arising prior to or on the Ready-for-Takeover date for which Notice in Writing of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the Place of the *Work* or 20 calendar days following the Ready-for-Takeover date, whichever is later;
 - (b) indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this Contract;
 - (c) claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC13.1 - Indemnification; and
 - (d) claims resulting from acts or omissions which occur after the Ready-for-Takeover date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the Ready-for-Takeover date except for:

- (a) indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1(b) and 13.2.1(c); and
- (b) claims for which Notice in Writing of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the Ready-for-Takeover date.

13.2.3 Subject to any lien legislation applicable to the Place of the *Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the Contract, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the Ready-for-Takeover date, except as follows:

- (a) claims arising prior to or on the Ready-for-Takeover date for which Notice in Writing of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the Ready-for-Takeover date;
- (b) indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this Contract;
- (c) claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC13.1 - Indemnification;
- (d) damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the Contract Documents;
- (e) claims arising pursuant to GC12.3 - Warranty; and
- (f) claims arising from acts or omissions which occur after the Ready-for-Takeover date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3(d), and notwithstanding paragraph 13.2.3(e), the *Owner* waives and releases the *Contractor* from all claims except claims for which Notice in Writing of claim has been received by the *Contractor* from the *Owner* within a period of six years from the Ready-for-Takeover date, provided that any limitation statute of the Province or Territory of the Place of the *Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the Place of the *Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the Ready-for-Takeover date, except for:

- (a) indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3(b);
- (b) claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3(c);
- (c) claims arising under GC12.3 - Warranty; and

- (d) claims for which Notice in Writing has been received by the *Contractor* from the *Owner* within 395 calendar days following the Ready-for-Takeover date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC13.2 – Waiver of Claims to preserve a claim or right of action which would otherwise, by the provisions of GC13.2 – Waiver of Claims, be deemed to be waived, must include the following:
- (a) a clear and unequivocal statement of an intention to claim;
 - (b) a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - (c) a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the Place of the *Work* shall qualify as notice of claim for the purposes of this Contract.
- 13.2.8 The party giving the Notice in Writing of claim as provided for in GC13.2 – Waiver of Claims shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which, such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC13.2 – Waiver of Claims shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the Place of the *Work*.

The Corporation of the Town of Tecumseh

By-Law Number 2025-033

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and D'Amore Construction (2000) Ltd. for the construction services of the Brouillette Court Watermain Replacement

Whereas D'Amour Construction (2000) Ltd. was awarded the tender for the construction services for the Brouillette Court Watermain Replacement (Project);

And Whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with D'Amour Construction (2000) Ltd. for the constructions works 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 herby authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute the attached Agreement between The Corporation of the Town of Tecumseh and D'Amour Construction (2000) Ltd. dated the 25th day of March 2025, forming part of this by-law; and to do such further and other acts as may be necessary to implement the said Agreement.

Read a first, second, third time and finally passed this 25th day of March 2025.

Gary McNamara, Mayor

Robert Auger, Clerk



Stipulated Price Contract

between

Owner and Contractor

Request for Tender No. 136

Brouillette Court Watermain Replacement



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This Agreement made on the 12th day of March 2025,

Between:

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

-and-

D’Amore Construction (2000) Ltd.
(hereinafter called the “*Contractor*”)

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

Article 1 - The *Work*

The *Contractor* shall:

1.1 perform the *Work* required by the Contract Documents for

Brouillette Court watermain replacement

located at

east-west portion of Brouillette Court (Shawnee Road to north-south Brouillette Court) and the north-south portion of Brouillette Court (from the intersection with east-west Brouillette Court to the south limit of the road in the Town of Tecumseh, Ontario

for which the Agreement has been signed by the parties and for which

HRYCAY Consulting Engineers Inc.

is acting as and is hereinafter called the “*Consultant*,” and

1.2 do and fulfill everything indicated in the Contract Documents; and

1.3 commence the *Work* by the 1st day of May 2025 and subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover by the 1st day of December 2025.

Article 2 - Agreements and Amendments

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

2.2 The Contract may be amended only as provided in the Contract Documents.



Article 3 - Contract Documents

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

- Agreement between *Owner* and *Contractor*, together with Definitions and General Conditions forming part thereof
- Combined Project Documents for RFT#136 - Specifications for the Brouillette Court Watermain Replacement in the Town of Tecumseh (Issued for Construction March 5, 2025) prepared by HRYCAY Consulting Engineers Inc., inclusive of all project drawings

Article 4 - Contract Price

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

Three Hundred Fifty-Seven Thousand Seven Hundred Forty-One ----- 00/100 dollars	\$357,741.00
---	--------------

4.2 Value Added Taxes (of 13%) payable by the *Owner* to the *Contractor* are:

Forty-Six Thousand Five Hundred Six ----- ----- 33/100 dollars	\$46,506.33
---	-------------

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

Four Hundred Four Thousand Two Hundred Forty-Seven -- ----- 33/100 dollars	\$404,247.33
---	--------------

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

4.5 All amounts are in Canadian funds.

Article 5 - Payment

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

- a. make progress payments to the *Contractor* on account of the Contract Price when due in the amount certified by the *Consultant* unless otherwise prescribed by Payment Legislation together with such Value Added Taxes as may be applicable to such payments;
- b. upon Substantial Performance of the *Work*, pay to the *Contractor* the unpaid balance of the holdback when due together with such Value Added Taxes as may be applicable to such payment; and



- c. upon the issuance of a final certificate for payment, pay to the Contactor the unpaid balance of the Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

Article 6 - Interest

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

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

- (iii) Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.(a) of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – Dispute Resolution or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.

Article 7 - Receipt of and Addresses for Notices in Writing

- 7.1 Notices in Writing will be addressed to the recipient at the address set out below.
- 7.2 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.
- 7.3 A Notice in Writing delivered by one party in accordance with this Contract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five (5) calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the Notice in Writing will be deemed to have been received on the *Working Day* next following such day.
- 7.4 A Notice in Writing sent by any form of electronic communication will be deemed to have been received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt of the first *Working Day* next following the transmission thereof.
- 7.5 An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.



Owner The Corporation of the Town of Tecumseh
Attention: Phil Bartnik
917 Lesperance Road, Tecumseh, Ontario N8N 1W9
pbartnik@tecumseh.ca

Contractor D'Amore Construction (2000) Ltd.
Attention: Jamie Pierascenzi, President
3914 North Service Road East, Windsor, Ontario N8W 5X2
jpierascenzi@pieracon.ca

Consultant HRYCAY Consulting Engineers Inc.
Attention: Scott Rahm
1725 North Talbot Road, Oldcastle, Ontario N9G 0C2
srahm@hcei.ca

Article 8 - Succession

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

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



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

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

The Corporation of the Town of Tecumseh

Per: _____
Gary McNamara, Mayor

Per: _____
Robert Auger, Director
Legislative Services & Clerk

We have authority to bind.

D'Amore Construction (2000) Ltd.

Per: _____
Name: Jamie Pierascenzi
Title: President

I have authority to bind.



Definitions

The following Definitions shall apply to all Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

Owner means the Corporation of the Town of Tecumseh.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions

Part 1 - General Provisions

GC 1.1 - Contract Documents

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

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

GC 1.2 - Law Of The Contract

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

GC 1.3 - Rights and Remedies

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

GC 1.4 - Assignment

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

Part 2 - Administration Of The Contract

GC 2.1 - Authority Of The *Consultant*

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

GC 2.2 - Role of the *Consultant*

- 2.2.1 The *Consultant* will provide administration of the Contract as described in the Contract Documents.
- 2.2.2 The *Consultant* will visit the Place of the *Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the Contract Documents.

- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the Place of the *Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the Contract and will issue certificates for payment as provided in Article 5 of the Agreement-Payment, GC5.3 – Payment and GC5.5 – Final Payment.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the Contract Documents.
- 2.2.6 Except with respect to GC5.1 - Financing Information Required of the *Owner*, the *Consultant* will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the Contract Documents shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the Contract Documents. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in Contract Price, the *Consultant* will make findings as set out in GC6.6 - Claims for a Change in Contract Price.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the Contract Documents. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, Subcontractors, Suppliers, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish Supplemental Instructions to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon Shop Drawings, samples, and other submittals by the *Contractor*, in accordance with the Contract Documents.
- 2.2.14 The *Consultant* will prepare Change Orders and Change Directives as provided in GC6.2 – Change Order and GC6.3 – Change Directive.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of Substantial Performance of the *Work* and verify that Ready-for-Takeover has been attained.

- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the Contract and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the Contract Documents will be that of the former *Consultant*.

GC 2.3 - Review And Inspection Of The Work

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

GC 2.4 - Defective Work

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the Contract Documents whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

- 2.4.2 The *Contractor* shall make good promptly Other *Contractors'* work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the Contract Documents. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

Part 3 - Execution of the Work

GC 3.1 - Control of the Work

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

GC 3.2 - Construction by the Owner or Other Contractors

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

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

GC 3.3 - Temporary Work

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

GC 3.4 - Construction Schedule

- 3.4.1 The *Contractor* shall:
- (a) prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the Contract Time;
 - (b) monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the Contract Documents; and
 - (c) advise the *Consultant* of any revisions required to the schedule as the result of extensions of the Contract Time as provided in Part 6 of the General Conditions – Changes in the *Work*.

GC 3.5 - Supervision

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

GC 3.6 - Subcontractors and Suppliers

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

GC 3.7 - Labour and Products

- 3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 The *Contractor* shall provide and pay for labour, Products, tools, Construction Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the Contract.

3.7.3 Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 - Shop Drawings

3.8.1 The *Contractor* shall provide Shop Drawings as required in the Contract Documents.

3.8.2 The *Contractor* shall provide Shop Drawings to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of Other *Contractors* or the *Owner's* own forces.

3.8.3 The *Contractor* shall review all Shop Drawings before providing them to the *Consultant*. The *Contractor* represents by this review that:

- (a) the *Contractor* has determined and verified all applicable field measurements, field construction conditions, Product requirements, catalogue numbers and similar data, or will do so, and
- (b) the *Contractor* has checked and coordinated each Shop Drawing with the requirements of the *Work* and of the Contract Documents.

3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing Shop Drawings, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a Shop Drawing from the requirements of the Contract Documents. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents.

3.8.7 The *Consultant* will review and return Shop Drawings in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

Part 4 - Allowances

GC 4.1 - Cash Allowances

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

4.1.2 The Contract Price, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.

- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 - Contingency Allowance

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

Part 5 - Payment

GC 5.1 - Financing Information Required of the *Owner*

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

GC 5.2 - Applications for Payment

- 5.2.1 Applications for payment on account as provided in Article 5 of the Agreement – Payment shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month, or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the Contract, of *Work* performed and Products delivered to the Place of the *Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the Contract Price, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the Contract and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of Payment Legislation.

- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the Place of the *Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A "Statutory Declaration" or similar declaration.
- 5.2.8 Applications for payment for Products delivered to the Place of the *Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the Products.

GC 5.3 - Payment

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

GC 5.4 - Substantial Performance of the *Work* and Payment of Holdback

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for Substantial Performance of the *Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
- (a) advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why,
 - (b) or state the date of Substantial Performance of the *Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the *Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any Payment Legislation, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the *Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC5.3 - Payment.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to

Substantial Performance of the *Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 - Final Payment

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

GC 5.6 - Deferred Work

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

GC 5.7 - Non-Conforming Work

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

Part 6 - Changes in the Work

GC 6.1 - Owner's Right to Make Changes

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

GC 6.2 - Change Order

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

GC 6.3 - Change Directive

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in Contract Price and Contract Time, the *Owner*, through the *Consultant*, shall issue a Change Directive.
- 6.3.2 A Change Directive shall only be used to direct a change in the *Work* which is within the general scope of the Contract Documents.
- 6.3.3 A Change Directive shall not be used to direct a change in the Contract Time only.
- 6.3.4 Upon receipt of a Change Directive, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing Change Directives, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same Change Directive.
- 6.3.6 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the Change Directive, valued in accordance with paragraph 6.3.7 and as follows:
- (a) If the change results in a net increase in the *Contractor's* cost, the Contract Price shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - (b) If the change results in a net decrease in the *Contractor's* cost, the Contract Price shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - (c) The *Contractor's* fee shall be as specified in the Contract Documents or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the Change Directive:

Labour

- (a) rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (i) trade labour in the direct employ of the *Contractor*;

- (ii) the *Contractor's* personnel when stationed at the field office;
- (iii) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
- (iv) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article 3 of the Agreement – Contract Documents for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary *Work*

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

Subcontract

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

Others

- (g) travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7(a);
- (h) deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- (i) cost of quality assurance such as independent inspection and testing services;
- (j) charges levied by authorities having jurisdiction at the Place of the *Work*;
- (k) royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC10.3 – Patent Fees;
- (l) premium for all contract securities and insurance for which the *Contractor* is required, by the Contract Documents, to provide, maintain and pay in relation to the performance of the *Work*;
- (m) losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC11.1 – Insurance when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- (n) taxes and duties, other than Value Added Taxes, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- (o) charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- (p) cost for removal and disposal of waste products and debris;

- (q) legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (i) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (ii) the result of the negligent acts or omissions of the *Contractor*, or
 - (iii) the result of a breach of this Contract by the *Contractor*;
- (r) cost of auditing when requested by the *Owner*; and
- (s) cost of Project specific information technology in accordance with the method determined by the parties.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the Contract, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the Change Directive other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the Change Directive shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the Change Directive and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing Change Directives, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the Change Directive.

6.3.11 Pending determination of the final amount of a Change Directive, the undisputed value of the *Work* performed as the result of a Change Directive is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the Contract Time attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order.

GC 6.4 - Concealed or Unknown Conditions

6.4.1 If the *Owner* or the *Contractor* discover conditions at the Place of the *Work* which are:

- (a) subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the Contract Documents; or
- (b) physical conditions, other than conditions due to weather, which are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents,

then the observing party shall give Notice in Writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions.

- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC6.2 – Change Order or GC6.3 – Change Directive.
- 6.4.3 If the *Consultant* finds that the conditions at the Place of the *Work* are not materially different or that no change in the Contract Price or the Contract Time is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC9.2 - Toxic and Hazardous Substances, GC9.3 - Artifacts and Fossils and GC9.5 - Mould.

GC 6.5 - Delays

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain Ready-for-Takeover by the date stipulated in Article 1 of the Agreement – The *Work*, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- (a) labour disputes, strikes, lockouts (including lockouts decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - (b) fire, unusual delay by common carriers or unavoidable casualties,
 - (c) abnormally adverse weather conditions, or
 - (d) any cause beyond the *Contractor's* control other than one resulting from a default or breach of Contract by the *Contractor*, then the Contract Time shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

- 6.5.4 No extension shall be made for delay unless Notice in Writing of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one Notice in Writing shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC2.2 – Role of the *Consultant*, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 - Claims for a Change in Contract Price

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the Contract Price, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the Contract Price, the party that intends to make the claim shall give timely Notice in Writing of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- (a) take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - (b) keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based, and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by Notice in Writing to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – Dispute Resolution.

Part 7 - Default Notice

GC 7.1 - Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract

- 7.1.1 If the *Contractor* is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy Notice in Writing to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the Contract to a substantial

degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* Notice in Writing, containing particulars of the default including references to applicable provisions of the Contract, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such Notice in Writing.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- (a) commences the correction of the default within the specified time,
 - (b) provides the *Owner* with an acceptable schedule for such correction, and
 - (c) corrects the default in accordance with the Contract terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving Notice in Writing:
- (a) correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - (b) terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the Contract.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- (a) take possession of the *Work* and Products at the Place of the *Work*; subject to the rights of third parties, utilize the Construction Equipment at the Place of the *Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - (b) withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - (c) charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC12.3 - Warranty, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the *Work* is less than the unpaid balance of the Contract Price, the *Owner* shall pay the *Contractor* the difference, and
 - (d) on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC12.3 – Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the Contract as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the Contract.

GC 7.2 - Contractor's Right to Suspend the Work or Terminate the Contract

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

Part 8 - Dispute Resolution

GC 8.1 - Authority of the Consultant

- 8.1.1 Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC2.2 – Role of the *Consultant*, shall be settled in accordance with the requirements of Part 8 of the General Conditions – Dispute Resolution.
- 8.1.2 If a dispute arises under the Contract in respect of a matter in which the *Consultant* has no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.3 and

paragraphs 8.3.3 to 8.3.8 of GC8.3 - Negotiation, Mediation and Arbitration, and in GC8.4 – Retention of Rights apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the Contract Documents correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 - Adjudication

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

GC 8.3 - Negotiation, Mediation and Arbitration

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 “Rules for Mediation and Arbitration of Construction Industry Disputes” in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- (a) within 20 *Working Days* after the Contract was awarded, or
 - (b) if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by Notice in Writing requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC2.2 – Role of the *Consultant* and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a Notice in Writing of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a Notice in Writing of reply to the dispute within 10 *Working Days* after receipt of such Notice in Writing setting out particulars of this response and any relevant provisions of the Contract Documents.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's Notice in Writing of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving Notice in Writing to the *Owner*, the *Contractor*, and the *Consultant*.

- 8.3.6 By giving a Notice in Writing to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the Place of the *Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a Notice in Writing is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by Notice in Writing, given within 10 *Working Days* of the date of Notice in Writing requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- (a) held in abeyance until:
 - (i) Ready-for-Takeover,
 - (ii) the Contract has been terminated, or
 - (iii) the *Contractor* has abandoned the *Work*, whichever is earlier; and
 - (b) consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 - Retention of Rights

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

Part 9 - Protection of Persons and Property

GC 9.1 - Protection of *Work* and Property

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property, and property adjacent to the Place of the *Work* from damage which may arise as the result of the *Contractor's* operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:
- (a) errors or omissions in the Contract Documents; or
 - (b) acts or omissions by the *Owner*, the *Consultant*, Other *Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the Contract Documents or that are reasonably apparent in an inspection of the Place of the *Work*.

- 9.1.3 Should the *Contractor* in the performance of the Contract damage the *Work*, the *Owner's* property, or property adjacent to the Place of the *Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The Contract Price and Contract Time shall be adjusted as provided in GC6.1 – *Owner's* Right to Make Changes, GC6.2- Change Order and GC6.3 – Change Directive.

GC 9.2 - Toxic and Hazardous Substances

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the Place of the *Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- (a) take all reasonable steps to determine whether any toxic or hazardous substances are present at the Place of the *Work*, and
 - (b) provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the Place of the *Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the Place of the *Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the Contract expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the Place of the *Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the Place of the *Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- (a) encounters toxic or hazardous substances at the Place of the *Work*, or
 - (b) has reasonable grounds to believe that toxic or hazardous substances are present at the Place of the *Work*,
- which were not brought to the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, and which were not disclosed by the *Owner*, or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
- (c) take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the Place of the *Work*, and
 - (d) immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an

independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- (a) take all steps as required under paragraph 9.2.4;
 - (b) reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - (c) extend the Contract Time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - (d) indemnify the *Contractor* as required by GC13.1 - Indemnification.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the Place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- (a) take all necessary steps, in accordance with applicable legislation in force at the Place of the *Work*, to safely remove and dispose the toxic or hazardous substances;
 - (b) make good any damage to the *Work*, the *Owner's* property, or property adjacent to the Place of the *Work* as provided in paragraph 9.1.3 of GC9.1 - Protection of *Work* and Property;
 - (c) reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - (d) indemnify the *Owner* as required by GC13.1 - Indemnification.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC9.2 - Toxic and Hazardous Substances.

GC 9.3 - Artifacts and Fossils

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

GC 9.4 - Construction Safety

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

GC 9.5 - Mould

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the Place of the *Work*, the remediation of which is not expressly part of the *Work*,
- (a) the observing party shall promptly report the circumstances to the other party in writing,
 - (b) the *Contractor* shall promptly take all reasonable steps, including stopping the *Work*, if necessary, to ensure that no person suffers injury, sickness, or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - (c) if the *Owner* and the *Contractor* do not agree on the existence, significance, or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the Contract, the *Contractor* shall promptly, at the *Contractor's* own expense:
- (a) take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - (b) make good any damage to the *Work*, the *Owner's* property, or property adjacent to the Place of the *Work* as provided in paragraph 9.1.3 of GC9.1 – Protection of *Work* and Property,
 - (c) reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1(c), and
 - (d) indemnify the *Owner* as required by GC13.1 - Indemnification.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1(c) determines that the presence of mould was not caused by the *Contractor's* operations under the Contract, the *Owner* shall promptly, at the *Owner's* own expense:
- (a) take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - (b) reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1(b) and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC9.1 – Protection of *Work* and Property,

- (c) extend the Contract Time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1(c) and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
- (d) indemnify the *Contractor* as required by GC13.1 - Indemnification.

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

Part 10 - Governing Regulations

GC 10.1 - Taxes and Duties

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

GC 10.2 - Laws, Notices, Permits, and Fees

- 10.2.1 The laws of the Place of the *Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the Contract Documents specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the Place of the *Work* after the issuance of the building permit. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the Contract Documents are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the Contract Documents as provided in GC6.1 - *Owner's Right to Make Changes*, GC6.2 – *Change Order* and GC6.3 – *Change Directive*.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations

thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC6.6 - Claims for a Change in Contract Price.

GC 10.3 - Patent Fees

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

GC 10.4 - Workers' Compensation

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

Part 11 - Insurance

GC 11.1 - Insurance

- 11.1.1 Without restricting the generality of GC13.1 - Indemnification, the *Contractor* shall provide, maintain, and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 "CCDC Insurance Requirements" in effect at the time of bid closing except as hereinafter provided:
- (a) General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover on an ongoing basis for a period of 6 years following Ready-for-Takeover.
 - (b) Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.
 - (c) Unmanned aerial vehicle aircraft, manned aircraft, or watercraft Liability Insurance when owned or non owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - (d) "Broad form" property insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insureds all Subcontractors. The "Broad form"

property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

- (i) 10 calendar days after the date of Ready-for-Takeover;
 - (ii) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (iii) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- (e) Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner*, and the *Consultant*. The policy shall include as insureds all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of Ready-for-Takeover.
- (f) The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (i) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the *Contractor* shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (ii) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the Contract, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition, the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (iii) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or Other *Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or Other *Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- (g) *Contractors'* Equipment Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.
- (h) *Contractors'* Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.

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

authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regard to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the Contract.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the Contract Documents, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the *Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a Change Order.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a Change Order.
- 11.1.8 A Change Directive shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

Part 12 - Owner Takeover

GC 12.1 - Ready-For-Takeover

- 12.1.1 The prerequisites to attaining Ready-for-Takeover of the *Work* are limited to the following:
 - (a) The *Consultant* has certified or verified the Substantial Performance of the *Work*.
 - (b) Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - (c) Final cleaning and waste removal at the time of applying for Ready-for-Takeover, as required by the Contract Documents.
 - (d) The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the Contract Documents.
 - (e) Make available a copy of the as-built drawings completed to date on site.
 - (f) Startup, testing required for immediate occupancy, as required by the Contract Documents.
 - (g) Ability to secure access to the *Work* has been provided to the *Owner*, if required by the Contract Documents.
 - (h) Demonstration and training, as required by the Contract Documents, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1(c) to 12.1.1(f) must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, Ready-for-Takeover shall not be delayed.

- 12.1.3 When the *Contractor* considers that the *Work* is Ready-for-Takeover, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for Ready-for-Takeover for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the Contract.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:
- (a) advise the *Contractor* in writing that the *Work* is not Ready-for-Takeover and give reasons why, or
 - (b) confirm the date of Ready-for-Takeover in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of Ready-for-Takeover, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC12.1 - Ready-For-Takeover shall be subject to GC12.2 - Early Occupancy by the *Owner*.

GC 12.2 - Early Occupancy by the Owner

- 12.2.1 The *Owner* may take occupancy of a part, or the entirety of the *Work* before Ready-for-Takeover has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before Ready-for-Takeover has been attained:
- (a) The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - (b) The *Contractor* shall cease to be liable for the care of such part as from this date when responsibility shall pass to the *Owner*.
 - (c) The warranty period specified in paragraph 12.3.1 of GC12.3 – Warranty for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC12.1 - Ready-For-Takeover, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve Ready-for-Takeover. This shall not relieve the *Contractor's* responsibility to complete the *Work* in a timely manner.

GC 12.3 - Warranty

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the Contract is one year from the date when Ready-for-Takeover has been attained.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and Contract Documents permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* Notice in Writing of observed defects and deficiencies which occur during the one-year warranty period.

- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one-year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one-year warranty period as described in paragraph 12.3.1, shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Part 13 - Indemnification and Waiver

GC 13.1 - Indemnification

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this Contract, provided such claims are:

- (a) caused by:
 - (i) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (ii) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and
- (b) made by Notice in Writing within a period of 6 years from the Ready-for-Takeover date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the Place of the *Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this Contract.

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

- (a) In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC11.1 - Insurance, the minimum liability insurance limit for one occurrence of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
- (b) In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC11.1 - Insurance, the greater of the Contract Price as recorded in Article 4 – Contract Price or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- (c) In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive, or exemplary damages.

- (d) In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC9.2 - Toxic and Hazardous Substances.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
 - (a) as described in paragraph 10.3.2 of GC10.3 – Patent Fees, and
 - (b) arising out of the *Contractor's* performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the *Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
 - (a) Notice in Writing of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - (b) should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 - Waiver of Claims

- 13.2.1 Subject to any lien legislation applicable to the Place of the *Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the Contract, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the Ready-for-Takeover date, except as follows:
 - (a) claims arising prior to or on the Ready-for-Takeover date for which Notice in Writing of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the Place of the *Work* or 20 calendar days following the Ready-for-Takeover date, whichever is later;
 - (b) indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this Contract;
 - (c) claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC13.1 - Indemnification; and
 - (d) claims resulting from acts or omissions which occur after the Ready-for-Takeover date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the Ready-for-Takeover date except for:

- (a) indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1(b) and 13.2.1(c); and
- (b) claims for which Notice in Writing of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the Ready-for-Takeover date.

13.2.3 Subject to any lien legislation applicable to the Place of the *Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the Contract, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the Ready-for-Takeover date, except as follows:

- (a) claims arising prior to or on the Ready-for-Takeover date for which Notice in Writing of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the Ready-for-Takeover date;
- (b) indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this Contract;
- (c) claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC13.1 - Indemnification;
- (d) damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the Contract Documents;
- (e) claims arising pursuant to GC12.3 - Warranty; and
- (f) claims arising from acts or omissions which occur after the Ready-for-Takeover date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3(d), and notwithstanding paragraph 13.2.3(e), the *Owner* waives and releases the *Contractor* from all claims except claims for which Notice in Writing of claim has been received by the *Contractor* from the *Owner* within a period of six years from the Ready-for-Takeover date, provided that any limitation statute of the Province or Territory of the Place of the *Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the Place of the *Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the Ready-for-Takeover date, except for:

- (a) indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3(b);
- (b) claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3(c);
- (c) claims arising under GC12.3 - Warranty; and

- (d) claims for which Notice in Writing has been received by the *Contractor* from the *Owner* within 395 calendar days following the Ready-for-Takeover date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC13.2 – Waiver of Claims to preserve a claim or right of action which would otherwise, by the provisions of GC13.2 – Waiver of Claims, be deemed to be waived, must include the following:
- (a) a clear and unequivocal statement of an intention to claim;
 - (b) a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - (c) a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the Place of the *Work* shall qualify as notice of claim for the purposes of this Contract.
- 13.2.8 The party giving the Notice in Writing of claim as provided for in GC13.2 – Waiver of Claims shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which, such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC13.2 – Waiver of Claims shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the Place of the *Work*.

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 034

Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh.

(Planning File: L11 FE – HAF 2)

Whereas By-law No. 1746 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Town of Tecumseh;

And Whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 1746;

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

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

1. That By-law 1746, as amended, is hereby further amended by the addition of a new Schedule "C", Main Street Mixed Use Areas, Additional Permitted Uses, to immediately follow Schedule "B", attached hereto as Schedule "A".

2. That By-law 1746, Section 3, Definitions, as amended, is hereby further amended by the addition of a new subsection 3.82a to immediately follow subsection 3.82 and to read as follows:

"3.82a MIXED-USE BUILDING, shall mean a purpose-built structure that includes non-residential uses on the ground floor and residential uses on upper floors."

3. That By-law 1746, Section 3, Definitions, as amended, is hereby further amended by the addition of a new subsection 3.129a, to immediately follow subsection 3.129, and to read as follows:

"3.129a UPPER STOREY STEP-BACK, shall mean the horizontal distance that a portion of a building is recessed from the main wall below."

4. That By-law 1746, Section 11, General Commercial Zone (C3) Regulations, as amended, is hereby further amended by the deletion of subsection 11.1.1 xlvi), in its entirety, and its replacement with the following:

“xlvi) multi-unit residential uses and mixed-use buildings containing commercial use permitted in subsection 11.1.1, with the exception of auto-related commercial-uses, all of which shall be in accordance with subsection 11.2.4;

5. That By-law 1746, Section 11, General Commercial Zone (C3) Regulations, as amended, is hereby further amended by the addition of a new subsection 11.1.1 xlvi), to immediately follow subsection 11.1.1 xlvi) and to read as follows:

“xlvi) accessory buildings or uses including the outside display and sale of goods and material but not outside storage.”

6. That By-law 1746, Section 11, General Commercial Zone (C3) Regulations, as amended, is hereby further amended by the deletion of subsections 11.1.2 a) and b), in their entirety, and their replacement with the following:

“a) buildings and structures for multi-unit dwellings, mixed-use buildings and all other permitted uses;

b) accessory buildings and structures for the permitted uses;”

7. That By-law 1746, Section 11, General Commercial Zone (C3) Regulations, as amended, is hereby further amended by the deletion of subsection 11.2.4, in its entirety, and its replacement with the following:

“11.2.4 Provisions for Multi-Unit Residential Uses and Mixed-Use Buildings

Uses permitted by 11.1.1 xlvi) shall only be permitted on those lots located within the areas depicted on Schedule “C” of this By-law and all lot and building requirements for the uses permitted in 11.1.1 xlvi) shall be in accordance with the following regulations:

a) Minimum Lot Area	400 square metres
b) Minimum Lot Frontage	15 metres
c) Maximum Lot Coverage	80%
d) Maximum Height	6 storeys
e) Minimum Front Yard Depth	nil
f) Minimum Rear Yard Depth	7.5 metres
g) Minimum Interior Side Yard Width	
i) Buildings 3 Storeys and Greater in Height	4.5 metres
ii) Buildings Less than 3 Storeys in Height	3.0 metres
h) Minimum Exterior Side Yard Width	Nil
i) Minimum Upper Storey Step-back Required Above the 3 rd Storey	3.0 metres
j) Minimum Ground Floor Height for Mixed-Use Buildings	4.5 metres
k) Any part of a surface parking lot shall be prohibited in the front yard and exterior side yard. This shall not apply to prevent the location of a driveway on a lot.”	

8. That By-law 1746, Section 11, General Commercial Zone (C3) Regulations, as amended, is hereby further amended by the deletion of subsection 11.2.5, Existing Dwelling Units Associated with a Commercial Use Above Two Stories and Not Located in the First Storey, in its entirety.

9. That By-law 1746, Section 16 Community Facility Zone (CF) Regulations, as amended, is hereby further amended by the deletion of subsection 16.1.1 r), in its entirety, and its replacement with the following:

“r) multi-unit residential uses and mixed-use buildings containing commercial use permitted in subsection 11.1.1, with the exception of auto-related commercial-uses, all of which shall be in accordance with subsection 11.2.4 of this By-law;”

10. That By-law 1746, Section 16 Community Facility Zone (CF) Regulations, as amended, is hereby further amended by the addition of a new subsection 16.1.1 s), to immediately follow subsection 16.1.1 r), and to read as follows:

“s) accessory uses.”

11. That By-law 1746, Section 16, Community Facility Zone (CF) Regulations, as amended, is hereby further amended by the deletion of subsections 16.1.2 a) and b) and their replacement with the following:

“a) buildings and structures for multi-unit dwellings, mixed-use buildings and all other permitted uses;

b) accessory buildings and structures for the permitted uses;”

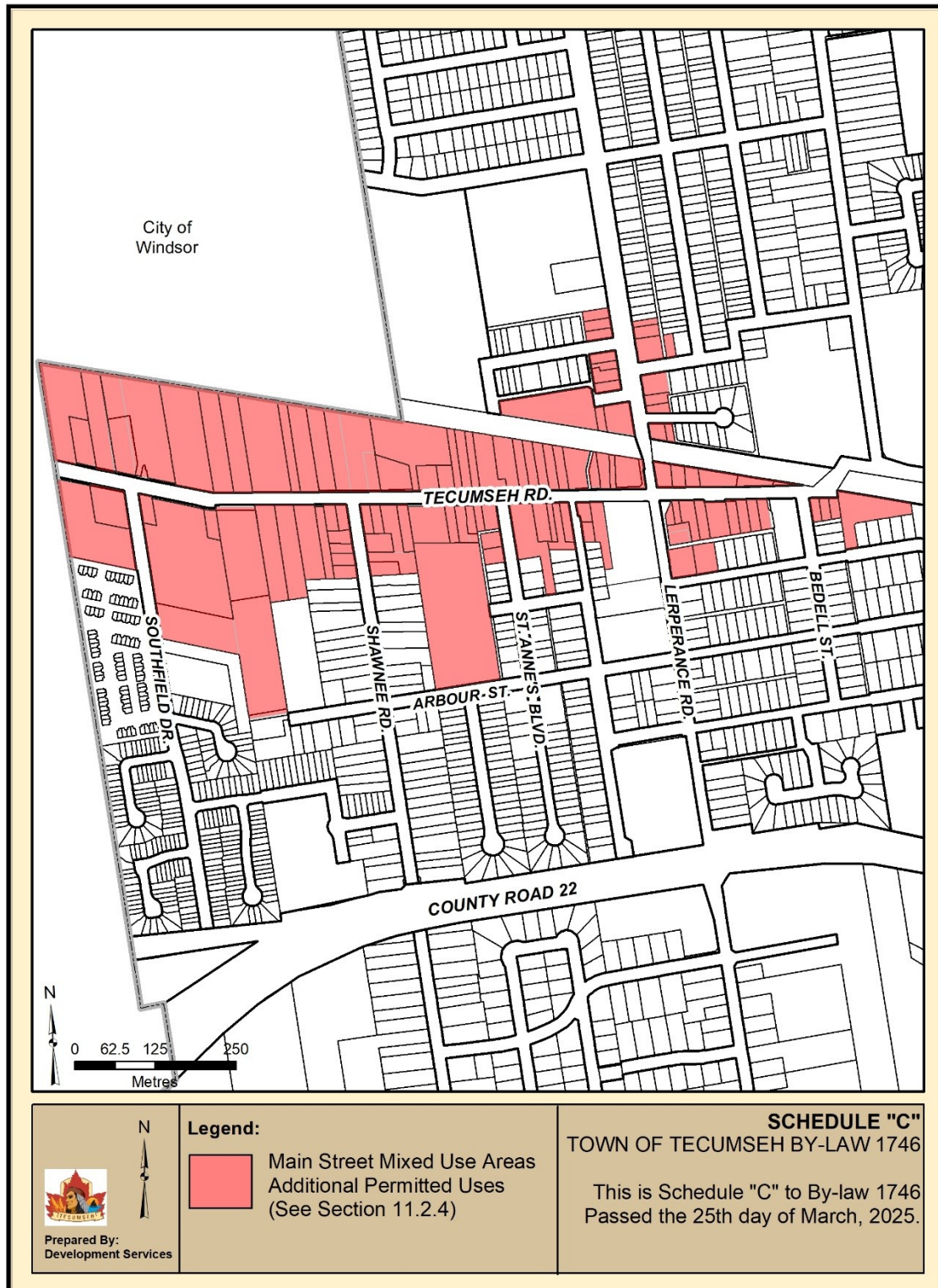
12. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services & Clerk

Schedule "A"



TOWN OF TECUMSEH

AMENDMENT NO. 6

TOWN OF TECUMSEH OFFICIAL PLAN

(Federal Housing Accelerator Fund – Initiative 3 Implementation)

March 2025

Prepared by
Town of Tecumseh Development Services

TOWN OF TECUMSEH

AMENDMENT NO. 6 TO THE TOWN OF TECUMSEH OFFICIAL PLAN

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TOWN OF TECUMSEH

AMENDMENT NO. 6 TO THE TOWN OF TECUMSEH OFFICIAL PLAN

I, Robert Auger, Clerk of the Town of Tecumseh, certify that this is a/the original/duplicate original/certified copy of Amendment No. 6 to the Town of Tecumseh Official Plan.

Robert Auger
Clerk/Director of Legislative Services

This Amendment No. 6 to the Town of Tecumseh Official Plan, which has been adopted by the Council for the Corporation of the Town of Tecumseh, is hereby approved in accordance with Section 21 of the *Planning Act, R.S.O. 1990* as Amendment No. 6 to the Town of Tecumseh Official Plan.

DATE

TOWN OF TECUMSEH
BY-LAW NUMBER 2025-035

NOW THEREFORE the Council of the Corporation of the Town of Tecumseh in accordance with the provisions of Section 21 of the *Planning Act, R.S.O. 1990* hereby enacts as follows:

1. Amendment No. 6 to the Town of Tecumseh Official Plan, consisting of the attached explanatory text and map schedules, is hereby adopted;
2. That the Clerk is hereby authorized and directed to make application to the County of Essex for approval of Amendment No. 6 to the Town of Tecumseh Official Plan;
3. This By-law shall come into force and take effect on the day of the final passing thereof.

Enacted and passed this 25th day of March 2025.

Signed _____
CLERK

Signed _____
MAYOR

CORPORATE SEAL
OF MUNICIPALITY

Certified that the above is a true copy of By-law No. 2025-035 passed by the Council of the Town of Tecumseh on the 25th day of March, 2025.

Signed _____
CLERK

THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment.

PART B - THE AMENDMENT, consisting of the following explanatory text and map schedule, constitutes Amendment No. 6 to the Town of Tecumseh Official Plan.

Also attached is PART C - THE APPENDICES which does not constitute part of this amendment. These appendices contain the planning analysis and public involvement associated with this amendment.

OFFICIAL PLAN AMENDMENT NO. 6

PART A - THE PREAMBLE

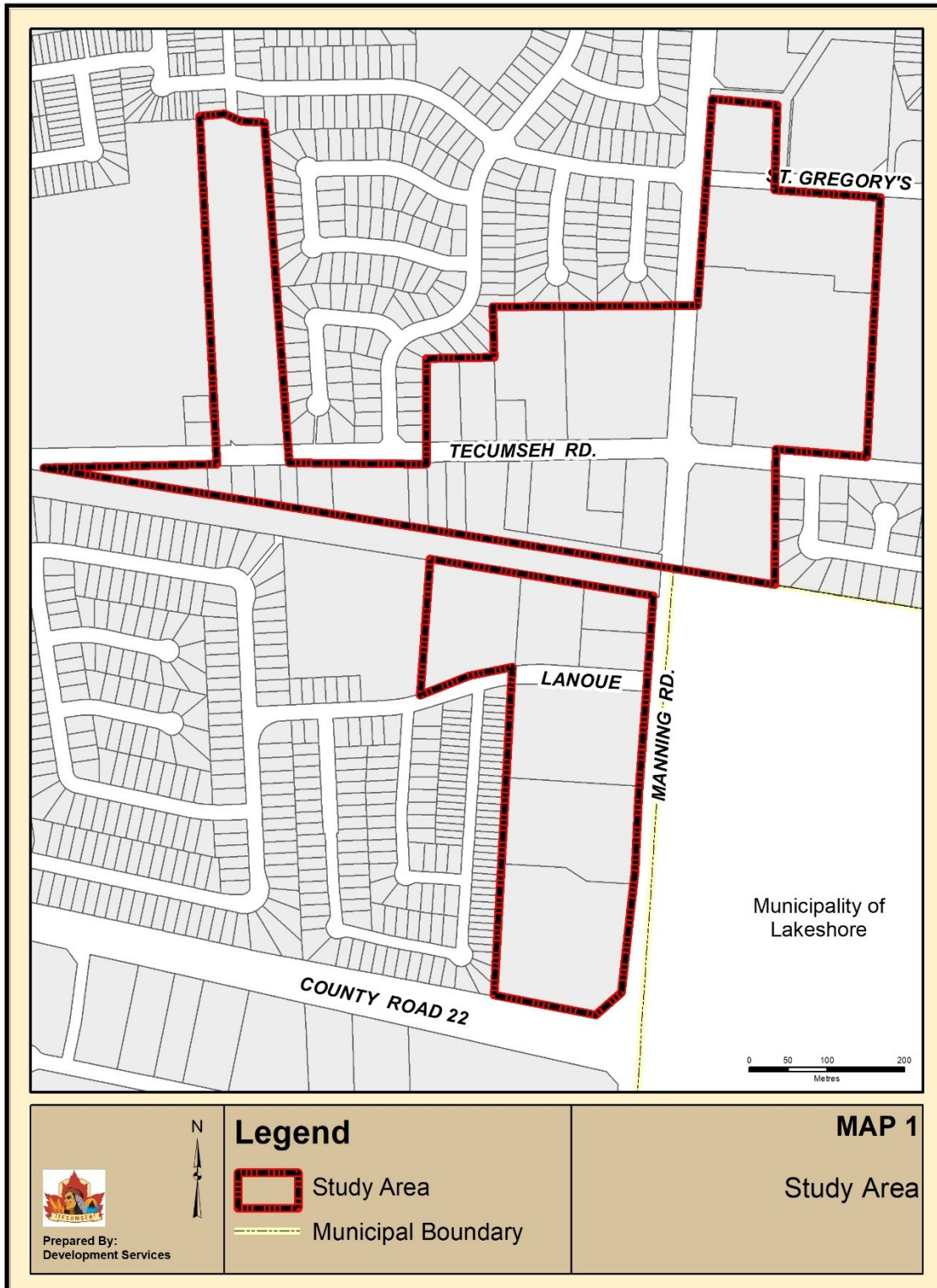
Purpose and Basis of the Amendment

The Town of Tecumseh has initiated a Special Planning Study (“the Study”) for the Manning/Tecumseh District. The Study Area comprises lands around the intersection of Manning Road and Tecumseh Road in the northeast portion of the Town, approximately straddling the border between the former Town of Tecumseh and the former Village of St. Clair Beach (see Map 1). The Study Area currently forms one of the key commercial nodes of the Town, with a variety of low-rise commercial uses, including two grocery stores, and large amounts of surface parking.

The proposed vision for the Manning/Tecumseh District is for a mixed-use area that maintains its role as an important commercial node for the residents of the Town and the neighbouring communities, and is an attractive, vibrant and inviting place to live. The District will develop at residential densities that support transit and active transportation, but which are in harmony with the surrounding low-density areas. The various parts of the District will be connected with each other and adjacent neighbourhoods by complete streets that support active transportation. The District will include safe, walkable and interconnected streets, vibrant public and private spaces, and a public realm framed by attractive buildings and streetscaping.

The planning and land use analysis for the changes being made as part of OPA No. 6 are described in the documents referred to in the Planning Analysis section of the amendment.

Map One



PART B THE AMENDMENT

Details of the Amendment

The Official Plan for the Town of Tecumseh, as amended, is hereby further amended as follows:

1. That Section 12, Official Plan Schedule “B-1”, Tecumseh North Settlement Area Land Use Plan, as amended, is further amended by the addition of a Special Policy boundary outline for the “Tecumseh Road/Manning Road Mixed-Use District”, as established on Schedule “A” attached hereto, and that the associated Schedule “B-1” legend be updated accordingly to reflect the mapping change;
2. That Section 12, Official Plan Schedules, is hereby amended by the addition of a new Schedule “I”, Tecumseh Road/Manning Road Mixed-Use District, to immediately follow Schedule “H-15” attached hereto as Schedule “A”;
3. That Section 1.1, Introduction, Section 1.6, Organization of the Official Plan and Section 3, General Development Policies, are hereby amended by the addition of referencing to the newly created Schedule “I”;
4. That Section 2.1, Community Structure, is hereby amended by the deletion of the second bullet of Points and Clusters and its replacement with the following:

“the Tecumseh Road/Manning Road Mixed-Use District;”
5. That Section 2.2, Growth Management Strategy, is hereby amended by the deletion of item iii) b) and its replacement with the following:

“b. higher density residential dwelling units and commercial uses within the Tecumseh Road Community Improvement Plan Area and the Tecumseh Road/Manning Road Mixed-Use District;
6. That Section 4 – Land Use Policies, is hereby amended by the addition of a new subsection 4.3.3 v) to immediately follow subsection 4.3.3 iv) and to read as follows:

- “v) Special Policy Affecting those lands located in the Tecumseh Road/Manning Road Mixed-Use District, as shown on Schedule “I” of this Plan.”

Notwithstanding any other policy of this Plan to the contrary, multi-unit residential uses are an additional permitted land use on lands identified as the Tecumseh Road/Manning Road Mixed-Use District, as depicted on Schedule “I”, subject to the following policies:

- a) Multi-unit residential uses are permitted as triplex dwellings, cluster townhouse dwellings, stacked townhouse dwellings, and apartment dwellings in stand-alone mid-rise apartment buildings or in upper storeys of a mixed-use residential/commercial building where the ground floor is utilized for permitted office, retail, service commercial and/or restaurant commercial uses;
- b) The maximum building height shall not exceed six storeys in height and the maximum density shall not exceed 100 units per gross hectare;
- c) The lands situated within the Tecumseh Road/Manning Road Mixed-Use District represent a key component of the Town’s Urban Structure and are intended to continue to be a focal point for major retail and other associated commercial development;
- d) It is the intent of the policies of the Tecumseh Road/Manning Road Mixed-Use District to encourage the evolution of this district toward a mixture of land uses by facilitating the creation of new multi-unit residential and mixed-use development in close proximity to existing amenities, stores and services;
- e) All new multi-unit residential and mixed-use development shall incorporate good urban design and high-quality architecture and landscaping that results in a built form that creates a more compact, walkable, transit supportive and mixed-use district that

promotes street-edge buildings with parking to the side and rear of buildings is encouraged;

- f) All development within the Tecumseh Road/Manning Road Mixed-Use District shall be subject to site plan control pursuant to Section 41 of the *Planning Act*, R.S.O. 1990;
- g) The pre-zoning of lands within this district to allow multi-unit residential and mixed-use development shall only include “Initial Phase Lands” identified on Schedule “I” due to municipal sanitary sewer servicing limitations. As part of the next Official Plan Review, the Town shall undertake further studies and prepare additional policies to support, where possible, future additional multi-unit residential and mixed-use development and redevelopment within this district. In the interim, those lands that are not identified as “Initial Phase Lands” on Schedule “I” will continue with their current designation and zoning.”

7. That Section 10.4.4 – Proposed Road Widening, is hereby amended by the deletion of the table and its replacement with the following:

Road Name	Segment for which Widening is Required	Present Width	Required Width	Side
Intersection Road	Banwell Road to 11626 Intersection Road	Varies	23.0 m	north
Oldcastle Road	North Talbot Road to Highway 3	12.2 m	20.1 m	either
Oldcastle Road	Highway 3 to County Road 11	12.2 m	20.1 m	either
Ruston Road	County Road 34 to Railway	12.2 m	20.1 m	either
Tecumseh Road	Westerly Town Limit to Lacasse Blvd.	Varies	26 m	both

Road Name	Segment for which Widening is Required	Present Width	Required Width	Side
Tecumseh Road	Manning Road to Dresden Place	26.1 m	29.4 m	north
Manning Road	Tecumseh Road to Village Grove Road	29 m	32 m	east
Northeast corner of Tecumseh Road and Manning Road Intersection	3 m to current site visibility triangle	27.7 m	30.7 m	n/a
Manning Road	Tecumseh Road to Via Rail Canada Railway Line	27.7 m	30.7	east

Implementation of the Amendment

This official plan amendment will be implemented through zoning by-law amendments which will place the subject lands into appropriate land use zones.

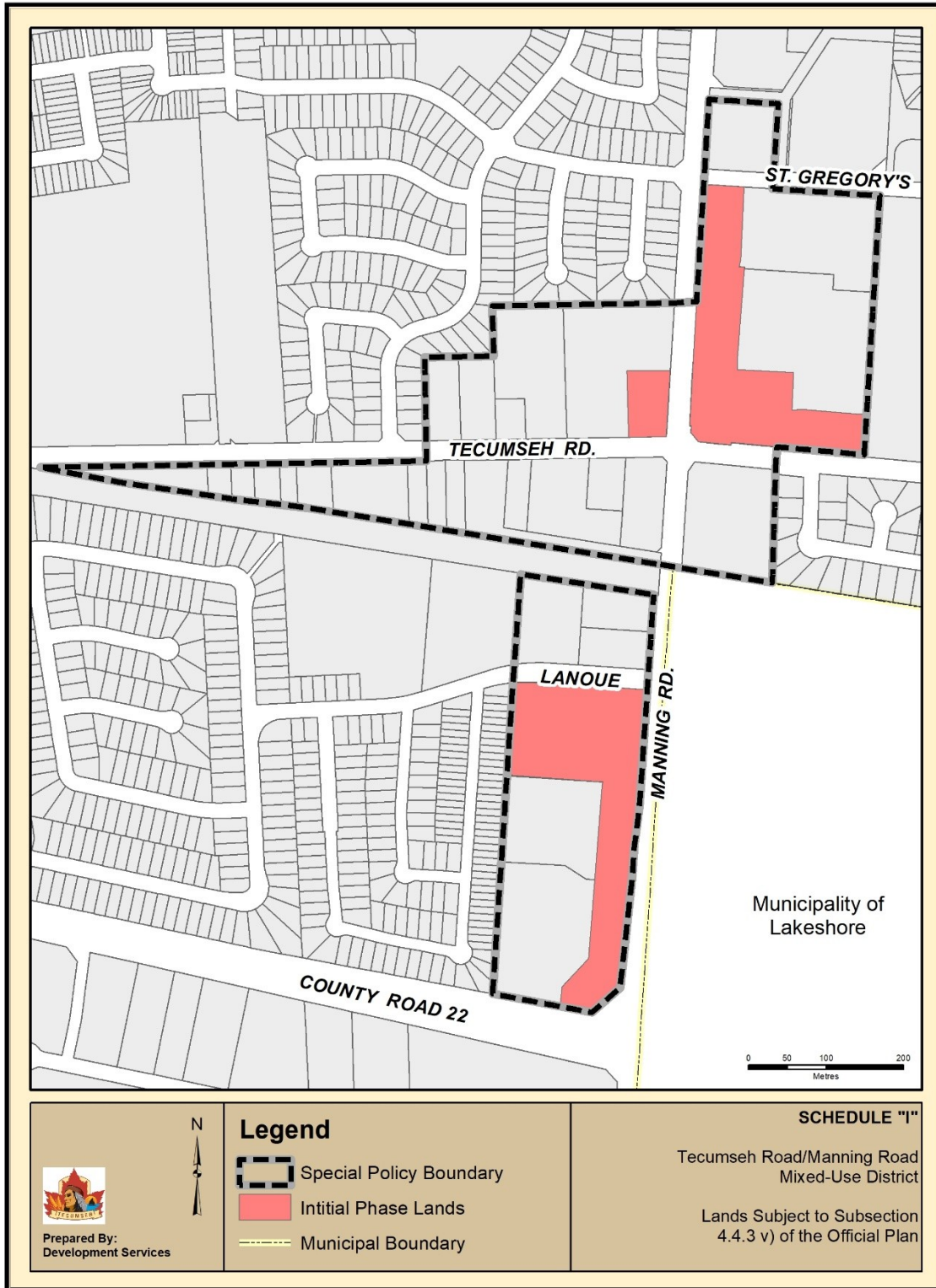
PART C THE APPENDICES

Appendix 1 - Planning and Land Use Analysis

The planning and land use analysis in support of this Official Plan Amendment is contained within the following attached documents:

- DS-2025-08

Schedule "A"



Appendix 2 - Public Participation

The minutes of the public meeting held on March 11, 2025 are to be provided upon adoption by Council.

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 036

Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh.

(Planning File: L11 FE – HAF 3)

Whereas By-law No. 1746 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Town of Tecumseh;

And Whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 1746;

And Whereas this By-law conforms to the Town of Tecumseh Official Plan, as amended by Official Plan Amendment No. 6;

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

1. That Schedule "A", Map 22, to By-law 1746, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Neighbourhood Commercial Zone (C4)" to "Neighbourhood Commercial Zone (C4-2)";
2. That Schedule "A", Map 23, to By-law 1746, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "General Commercial Zone (C3)" to "General Commercial Zone (C3-16)";
3. That By-law 1746, Section 3, Definitions, as amended, is hereby further amended by the addition of a new subsection 3.4a to immediately follow subsection 3.4 and to read and be illustrated as follows:

"3.4a Angular Plane, shall mean a flat surface extending from a lot line and projecting over a lot, at a specified angle measured up from the horizontal, through which no part of a structure on the lot may penetrate. The Angular Plane is to be measured from a point at-grade on the identified lot line, and then a 45 degree plane is established over the subject lot.

4. That By-law 1746, Section 8, Residential Zone 3 (R3) Regulations, as amended, is hereby further amended by the deletion of subsection 8.3.10, in its entirety, and its replacement with a new subsection 8.3.10 to read as follows:

“8.3.10 Defined Area R3-10 as shown on Schedule “A”, Map 23 to this By-law.

a) Permitted Uses

- i) Multi-unit residential uses; and
- ii) Accessory uses.

b) Permitted Buildings and Structures

- i) Multi-unit dwellings; and
- ii) Accessory buildings and structures.

c) Zone Provisions

All lot and building requirements shall be in accordance with the following site-specific regulations:

- i) Minimum Lot Area 400 square metres
- ii) Minimum Lot Frontage 15 metres
- iii) Maximum Lot Coverage 80%
- iv) Maximum Height 6 storeys
- v) Minimum Front Yard Depth 3.0 metres
- vi) Minimum Rear Yard Depth 9.0 metres
- vii) Minimum Interior Side Yard Width

- a) Buildings 3 Storeys and

- | | | |
|--|--|------------|
| | Greater in Height | 4.5 metres |
| | b) Buildings Less than 3 Storeys
in Height | 3.0 metres |
| | viii) Minimum Exterior Side Yard Width | 3.0 metres |
| | ix) Minimum Upper Storey Step-back
Required After the Third Storey | 3.0 metres |
| | x) Any part of a surface parking lot shall be prohibited in
the front yard and exterior side yard. This shall not apply
to prevent the location of any driveway on a lot.” | |
5. That By-law 1746, Section 11, General Commercial Zone (C3) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 11.3.16 to immediately follow subsection 11.3.15 and to read as follows:
- “11.3.16 Defined Area C3-16 as shown on Schedule “A”, Map 23 to this By-law.
- a) Other Permitted Uses
- i) Multi-unit residential uses;
 - ii) Commercial uses permitted in subsection 11.1.1, with the exception of auto-related commercial uses, as part of a mixed-use building; and
 - iii) Accessory uses.
- b) Other Permitted Buildings and Structures
- i) Multi-unit dwellings;
 - ii) Mixed-use buildings; and
 - iii) Accessory buildings and structures.
- c) Other Zone Provisions
- All lot and building requirements shall be in accordance with the following site-specific regulations:
- | | | |
|------|----------------------|-------------------|
| i) | Minimum Lot Area | 400 square metres |
| ii) | Minimum Lot Frontage | 15 metres |
| iii) | Maximum Lot Coverage | 80% |

- iv) Maximum Height 6 storeys
- v) Minimum Front Yard Depth 3.0 metres
- vi) Minimum Rear Yard Depth 9.0 metres
- vii) Minimum Interior Side Yard Width
 - a) Buildings 3 Storeys and
Greater in Height 4.5 metres
 - b) Buildings Less than 3 Storeys
in Height 3.0 metres
- viii) Minimum Exterior Side Yard Width 3.0 metres
- ix) Minimum Upper Storey Step-back
Required After the Third Storey 3.0 metres
- x) Minimum Ground Floor Height
For Mixed-Use Buildings 4.5 metres
- xi) Angular Plane Requirement

An Angular Plane is to be implemented on any rear or interior side lot line that abuts an R3 Zone.
- xii) Any part of a surface parking lot shall be prohibited in the front yard and exterior side yard. This shall not apply to prevent the location of any driveway on a lot.”

6. Section 12, Neighbourhood Commercial Zone (C4) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 12.3.2 to immediately follow subsection 12.3.1 and to read as follows:

“12.3.2 Defined Area C4-2 as shown on Schedule “A”, Map 22 to this By-law.

- a) Other Permitted Uses
 - i) Multi-unit residential uses;
 - ii) Commercial uses permitted in subsection 11.1.1, with the exception of auto-related commercial uses, as part of a mixed-use building; and
 - iii) Accessory uses.

b) Other Permitted Buildings and Structures

- i) Multi-unit dwellings;
- ii) Mixed-use buildings; and
- iii) Accessory buildings and structures.

c) Other Zone Provisions

All lot and building requirements shall be in accordance with the following site specific regulations:

- i) Minimum Lot Area 400 square metres
- ii) Minimum Lot Frontage 15 metres
- iii) Maximum Lot Coverage 80%
- iv) Maximum Height 6 storeys
- v) Minimum Front Yard Depth 3.0 metres
- vi) Minimum Rear Yard Depth 9.0 metres
- vii) Minimum Interior Side Yard Width
 - a) Buildings 3 Storeys and Greater in Height 4.5 metres
 - b) Buildings Less than 3 Storeys in Height 3.0 metres
- viii) Minimum Exterior Side Yard Width 3.0 metres
- ix) Minimum Upper Storey Step-back Required After the Third Storey 3.0 metres
- x) Minimum Ground Floor Height For Mixed-Use Buildings 4.5 metres
- xi) Any part of a surface parking lot shall be prohibited in the front yard and exterior side yard. This shall not apply to prevent the location of any driveway on a lot."

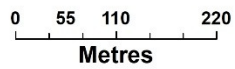
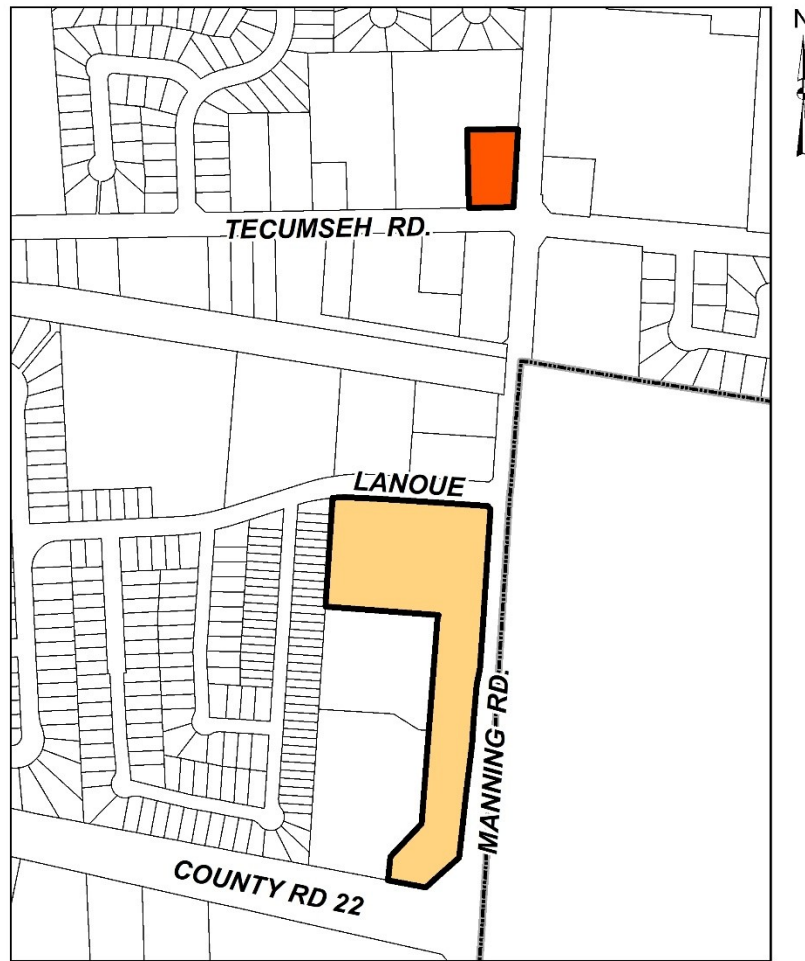
7. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.



Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services &
Clerk

SCHEDULE "A"
TECUMSEH RD. / MANNING RD. MIXED-USE DISTRICT
TOWN OF TECUMSEH



-  Change from "C3" to "C3-16"
-  Change from "C4" to "C4-2"

This is Schedule "A" to By-law No. 2025-036
Passed the 25th day of March, 2025.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 037

Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach.
(Planning File: L11 FE – HAF 3)

Whereas By-law No. 2065 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Village of St. Clair Beach;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 2065;

And whereas this By-law conforms to the Town of Tecumseh Official Plan, as amended by Official Plan Amendment No. 6;

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

1. That Schedule "A", Map 1, to By-law 2065, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "General Commercial Zone (C1)" and "Institutional Zone (I)" to "General Commercial Zone (C1-10)";
2. That By-law 2065, Section 3, Definitions, as amended, is hereby further amended by the addition of a new subsection 3.84a to immediately follow subsection 3.84 and to read as follows:

"3.84a MIXED-USE BUILDING, shall mean a purpose-built structure that includes non-residential uses on the ground floor and residential uses on upper floors."
3. That By-law 2065, Section 3, Definitions, as amended, is hereby further amended by the addition of a new subsection 3.132a, to immediately follow subsection 3.132, and to read as follows:

“3.132a UPPER STOREY STEP-BACK, shall mean the horizontal distance that a portion of a building is recessed from the main wall below.”

4. That By-law 2065, Section 9, General Commercial Zone (C1) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 9.3.10 to immediately follow subsection 9.3.9 and to read as follows:

“9.3.10 Defined Area C1-10 as shown on Schedule “A”, Map 1, of this By-law.

a) Other Permitted Uses

- i) Multi-unit residential uses;
- ii) Commercial uses permitted in subsection 9.1.1, with the exception of auto-related commercial uses, as part of a mixed-use building; and
- iii) Accessory uses.

b) Other Permitted Buildings and Structures

- i) Multi-unit dwellings;
- ii) Mixed-use buildings; and
- iii) Accessory buildings and structures.

c) Other Zone Provisions

All lot and building requirements shall be in accordance with the following site-specific regulations:

- i) Minimum Lot Area 4,300 square feet
- ii) Minimum Lot Frontage 50 feet
- iii) Maximum Lot Coverage 80%

- iv) Maximum Height 6 storeys
- v) Minimum Front Yard Depth 10 feet
- vi) Minimum Rear Yard Depth 25 feet
- vii) Minimum Interior Side Yard Width
 - a) Buildings 3 Storeys and Greater in Height 15 feet
 - b) Buildings Less than 3 Storeys in Height 10 feet
- viii) Minimum Exterior Side Yard Width 10 feet
- ix) Minimum Upper Storey Step-back Required After the Third Storey 10 feet
- x) Minimum Ground Floor Height For Mixed-Use Buildings 15 feet
- xi) Any part of a surface parking lot shall be prohibited in the front yard and exterior side yard. This shall not apply to prevent the location of any driveway on a lot.”

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



Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services & Clerk

SCHEDULE "A"
TECUMSEH RD. / MANNING RD. MIXED-USE DISTRICT
TOWN OF TECUMSEH



-  Change from "C1" to "C1-10"
-  Change from "I" to "C1-10"

This is Schedule "A" to By-law No. 2025-037
Passed the 25th day of March, 2025.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 038

Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh with respect to revisions to parking requirements for residential uses.
(Planning File: L11 FE – HAF 4)

Whereas By-law No. 1746 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Town of Tecumseh;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 1746;

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

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

1. That By-law 1746, Section 5.30, Parking Requirements, as amended, is hereby further amended by the deletion of subsections i) and ii), in their entirety, and their replacement with the following:

“i) single-unit detached dwelling and semi-detached dwelling	two (2) parking spaces per dwelling unit
ii) all other residential dwelling types, senior citizen housing	one and one-quarter (1.25) parking spaces per dwelling unit”

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

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services &
Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2025 – 039

Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach with respect to revisions to parking requirements for residential uses.

(Planning File: L11 FE – HAF 4)

Whereas By-law No. 2065 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Village of St. Clair Beach;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 2065;

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

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

1. That By-law 2065, Section 5.22, Parking Requirements, as amended, is hereby further amended by the deletion of subsection a), in its entirety, and its replacement with the following:

"a) residential
 - i) single unit dwelling and semi-detached dwelling two (2) parking spaces per dwelling unit
 - ii) all other residential dwelling types one and one-quarter (1.25) parking spaces per dwelling unit"

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

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services &
Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 040

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 with respect to revisions to parking requirements for residential uses.

(Planning File: L11 FE – HAF 4)

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

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

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

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

1. That By-law 85-18, Section 5.33, Parking Requirements, as amended, is hereby further amended by the deletion of subsection i), in its entirety, and its replacement with the following:

"i) Residential

a) single family detached dwelling and semi-detached dwelling

two (2.0) parking spaces per dwelling unit

b) all other residential dwelling types

one and one-quarter (1.25) parking spaces per dwelling unit"

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

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Director Legislative Services &
Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2025-041

Being a by-law to amend By-Law 2001-37 to prohibit and regulate the discharge of Firearms and Bows in the Town of Tecumseh

Whereas pursuant to Subsection 11(2) paragraph 6 of the Municipal Act, 2001 S.O. 2001, c.25, (Act) as amended, provides that a municipality may pass by-law to protect the health, safety and well-being of persons;

And whereas pursuant to Section 119 of the Act, a municipality may, for the purposes of public safety, prohibit or regulate the discharge of firearms and other similar devices;

And whereas in accordance with Section 425 of the Act, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

And whereas Section 429 of the Act provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Municipal Act;

And Whereas Section 434.1 of the Municipal Act, 2001 authorizes a municipality to require persons to pay an administrative penalty if the municipality is satisfied that a person has failed to comply with a municipal By-law passed, subject to conditions as the municipality considers appropriate;

And whereas Section 446(1) of the Act states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense.

And whereas Section 446(3) of the Act states that the municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

And whereas it is deemed expedient and in the public interest to prohibit the discharge of guns, firearms, airguns, spring guns, crossbows, and longbows or any class or type thereof in the municipality or in any defined area thereof.

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

1. **That** By-Law 2001-37 be amended by adding in the Enforcement section in its entirety the following section to be added as section 5.3:

1.1. Administrative Penalties

- 1.1.1. Instead of laying a charge under the Provincial Offences Act for any breach of any provision of this By-law, an Officer, may issue an Administrative Penalty to the Person who has contravened this By-law provided the authority for the Town to issue Administrative penalties has been granted by municipal by-law.
- 1.1.2. An Officer has the discretion to either proceed by way of an Administrative Penalty (if prescribed) or a charge laid under the Provincial Offences Act. If an Administrative Penalty is issued to a Person for a contravention of this By-law, no charge shall be laid against that same Person for the same contravention.
- 1.1.3. The amount of the Administrative Penalty for a contravention of a provision of this By-Law is fixed as set out in an Administrative Penalty By-Law of the Town, as amended from time to time, or any successor by-law.
- 1.1.4. If an Officer issues a penalty notice under AMPS, the property Owner may appeal the penalty through the Administrative Monetary Penalties System appeal process outlined in By-Law 2024-048 as amended.
- 1.1.5. A Person who is issued an Administrative Penalty shall be subject to the procedures as provided for in the Administrative Penalty By-Law of the Town, as amended from time to time, or any successor by-law.
- 1.1.6. An Administrative Penalty imposed on a Person pursuant to this By-law this is not paid within fifteen (15) days after the day it becomes due and payable, constitutes a debt of the Person to the Town and may be added to a municipal tax roll and collected in the same manner as municipal taxes.

1.2. Collection of Unpaid Fines

- 1.2.1. Where a fine is in default, the Town may proceed with civil enforcement against the Person upon whom the fine has been imposed, pursuant to the Provincial Offences Act.
- 1.2.2. The Town may make a request to the treasurer of a local municipality to add any part of a fine that is in default to the tax roll for any property in the local municipality for which all the Owners are responsible for paying the fine and collect it in the same manner as municipal taxes.

1.3. Offences

- 1.3.1. No person shall fail to comply with any condition or term of any order issued under this By-Law. If there is a contravention of any provision of this By-Law, and the contravention has not been corrected, the contravention of the provision shall be deemed to be continuing offences for each day or part of a day that the contravention remains uncorrected.

1.4. Validity and Severability

- 1.4.1. If there is a conflict between the provision of this By-Law and any other by-law of the Town in force or a provincial or federal statute or regulation, the more restrictive provisions shall apply.
2. **That** the By-Law 2001-37 be amended in the Discharge Prohibited Section 2.1 by deleting this section in its entirety and replacing it with the following:
- 2.1. No person shall discharge, cause to be discharged or allow to be discharged, a firearm or bow within the areas of the municipality identified in the attached map which forms Schedule B and also within the areas and/or as further described as follows:
- (a) A Firearm or a Bow in any part of the Town:
 - i. Lying north of County Road 42 and east of Banwell Road;
 - ii. Lying and bounded by the west side of Oldcastle Road, the north side of Highway No. 3 and the east side of Walker Road;
 - iii. Zoned for industrial use to municipality's Zoning By-Law as amended;
 - iv. Within an identified or designated Park area in the Town;
 - v. Within 152 metres (500 feet) of any Building used or intended for use, by a person(s); or within 152 feet (500 Feet) of a identified or designated Park area in the Town.
 - vi. On land or premises of which such person is not the owner or lawful tenant thereof without the authorization of the owner or lawful tenant of such land or premises.
 - (b) A shot gun larger than a 12 gauge or any other gun of greater calibre or projectile power than the rifle known as the 22 calibre lower powered rifle.
 - (c) Where hunting is prohibited where authorized signage is on display, no person shall discharge a firearm or bow in these posted areas.
3. **That** the By-Law 2001-37 be amended in Definitions Section 1.1 by adding in its entirety the following definitions:

“Officer” means any individual appointed by a Town by-law or pursuant to delegated authority to appoint under a Town by-law to enforce a Town by-law, or police officer employed by the Ontario Provincial Police or any other police or enforcement service having jurisdiction in the Town.

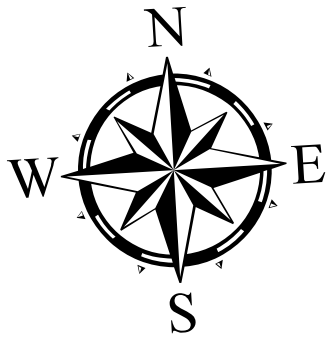
“Park” means land or land covered by water, and all portions thereof; owned by or under the care and control of the Town or made available by lease, agreement or

otherwise by the Town, that is or hereafter may be established, dedicated, set apart or made available for use as a public open space, naturalized area, or such other public recreational use, including any and all buildings, structures, save and except where such lands is governed by other by-laws of the Town.”

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

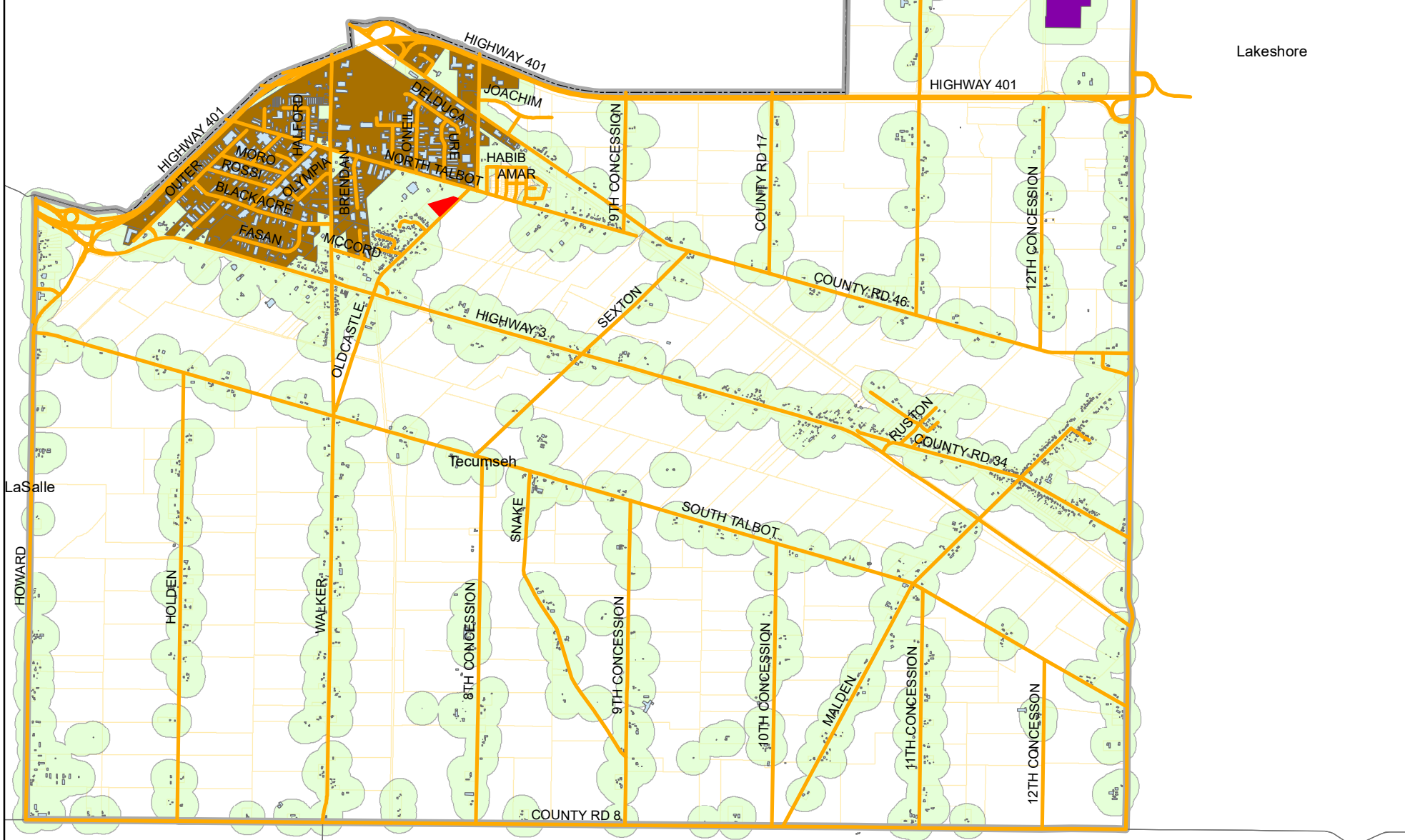


Legend

- Industrial Zoned Areas - NO HUNTING
- Wards 1-5 Areas - NO HUNTING
- Fairplay Woods - NO HUNTING

NOTE:

= 152 meter no hunting buffer zone



Lakeshore

Amherstburg

Essex

DISCLAIMER

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

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 042

Being a by-law to provide for the adoption of tax rates, area rates and additional charges for Municipal, County and Education purposes for the year 2025.

Whereas Section 290(1)(a)(b)(c) of The Municipal Act, Chapter M.25, R.S.O. 2001 a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

Whereas by By-law 2025-013 the Council of The Corporation of the Town of Tecumseh did approve the sum of \$30,606,989 to be raised for general municipal purposes for taxation year 2025;

Whereas the Council of the County of Essex has, by By-law 57-2009, adopted optional property classes for the year 2025;

Whereas the Council of the County of Essex has, by By-law 2025-07, established tax ratios for the year 2025;

Whereas the Council of the County of Essex has, by By-law 2025-07, adopted the County of Essex levy and established tax rates for County purposes for the year 2025;

Whereas the Council of The Corporation of the Town of Tecumseh is required to levy and collect the tax rates prescribed for school purposes on the residential and business property within The Corporation of the Town of Tecumseh;

Whereas the assessment roll prepared in 2024 and upon which the taxes for 2025 are to be levied was certified by the Assessment Commissioner;

Whereas the assessment on which the general municipal tax rate is to be calculated in each property class and sub-class is as detailed in Schedule "A" attached hereto;

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

1. **That** the tax rates as listed in Schedule "B" attached hereto, be applied to the corresponding taxable assessments listed in Schedule "A" in the Town of Tecumseh to raise the sums of \$30,606,989 for general Town purposes, \$19,539,613 for the County of Essex, and \$9,258,133 for education purposes.
2. **That** the actual amount due for payments-in-lieu of taxes shall be based on the assessments listed in Schedule "A" and tax rates as listed in Schedule "B" for the year 2025.

3. **That** the amounts to be collected for tile drains, municipal drains, water mains, sewers and miscellaneous charges shall be as listed on Schedule "C" attached hereto.
4. **That** the Treasurer is hereby authorized to mail or cause to be mailed, the notice of taxes due to the address of the residence or place of business of the person to whom notice is required to be given.
5. **That** pursuant to the provisions of Section 346 (1), subject to Subsection (2) of The Municipal Act, R.S.O.2001 c 25, the 2023 taxes shall be paid to the Treasurer at 917 Lesperance Road, Tecumseh, Ontario, in person or electronically at banks or credit unions offering such services, and upon request of the person paying the taxes, the Treasurer shall issue a receipt of the amount paid.
6. **That** pursuant to the provisions of Section 347 (1) allocation of payment, subject to Subsection (2) and (3) of The Municipal Act, R.S.O. 2001 c 25, where any payment is received on account of taxes, payment shall first be applied against late payment charges owing in respect of those taxes and then applied against the taxes owing.
7. **That** the final taxes on all property classes shall become due and payable in two equal installments:

Installment 1	June 26, 2025
Installment 2	September 26, 2025

In the event the above dates cannot be adhered to, the Treasurer may amend the above dates as long as they comply with the provisions of The Municipal Act.
8. **That** the due dates for Supplementary Tax Levies, resulting from amended assessment values being received from the Municipal Property Assessment Corporation under Sections 32, 33 and 34 of the Assessment Act, shall be established by the Treasurer as required.
9. **That** the Treasurer is hereby authorized to administer a pre-authorized payment plan for the Town of Tecumseh.
10. **That** penalties, be added as per the provisions of By-law No. 2024-106.
11. **That** interest, be added as per the provisions of By-law No. 2024-106.
12. **That** the failure to receive a tax notice does not exempt the property owner from penalty and interest charges.
13. **That** this by-law shall come into force and effect upon the date of the final reading thereof.

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 043

Being a by-law to levy a special charge of the Business Improvement Area and to provide for its collection for the year 2025.

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

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

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

1. **That** there shall be levied and collected for the purposes of the Board of Management for the Business Improvement Area a special charge for 2025 upon rateable property in the area that is in a prescribed business property class (see Schedule "A") at the rates as detailed in Schedule "A", in the amount of \$300,000.00.
2. **That** the Business Improvement Area levy be included, as a separate charge specifying the amount payable in respect of such property, on the final tax notice for those properties in the prescribed business property class (see Schedule "A").
3. **That** the Business Improvement Area levy be collected in the same manner and under the same terms as the General Municipal Levy for 2025.

Read a first, second, third time and finally passed this 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

Schedule "A" to By-law 2025-043

Corporation of the Town of Tecumseh
 2025 Business Improvement Area
 Taxable Assessment and Tax Rates

RTC	RTQ	RTC/RTQ Name	RTQ Category	Returned Assessment For 2025	2025 BIA Rate
C	T	Commercial	Full	108,569,857	0.00205198
X	T	Commercial - New	Full	-	0.00205198
C	U	Commercial	Excess Land	810,300	0.00205198
X	U	Commercial - New	Excess Land	-	0.00205198
C	X	Commercial	Vacant Land	1,053,000	0.00110465
C	1	Commercial	Farmland 1	1,570,000	0.00047410
S	T	Shopping Centre	Full	30,567,743	0.00205198
Z	T	Shopping Centre - New	Full	-	0.00205198
D	T	Office Building	Full	3,299,800	0.00205198
Y	T	Office Building - New	Full	-	0.00205198
I	T	Industrial	Full	1,059,000	0.00368375
J	T	Industrial - New	Full	-	0.00368375
I	U	Industrial	Excess Land	-	0.00368375
S	U	Shopping Centre	Excess Land	121,600	0.00205198
Z	U	Shopping Centre - New	Excess Land	-	0.00205198
I	X	Industrial	Vacant Land	-	0.00368375
I	H	Utilities	Full	-	0.00368375
I	K	Utilities	Excess Land	-	0.00368375
L	T	Large Industrial	Full	-	0.00509391
L	U	Large Industrial	Excess Land	-	0.00509391
				147,051,300	

The Corporation of the Town of Tecumseh

By-Law Number 2025 - 015

Being a by-law to provide for the repair and improvements to the East McPherson Drain

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter "Town") has been requested to provide for the repair and improvement of the East McPherson;

And Whereas the Town procured a Drainage Report for the East McPherson and specifications from the consulting engineering firm of Dillon Consulting Limited, dated December 9, 2024 (hereafter "Drainage Report");

And Whereas notice of a Public Meeting to hear comments from the affected property owners was given on Monday, January 6, 2025;

And Whereas a Public Meeting of Council was held on Tuesday, January 28, 2025 at 6:30 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the East McPherson is desirable;

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

1. **That** the Drainage Report providing for the repair and improvement of the East McPherson, dated December 9, 2024, as prepared by the consulting engineering firm Dillon Consulting Limited and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.
4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.

- 5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
- 6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
- 7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 28th day of January, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

Read a third and final time this **Choose an item.** day of **Choose an item.**, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

**DRAINAGE REPORT
FOR THE**

**NEW FARM BRIDGE ON
PT. LOT 2, CONCESSION 11
OVER THE
EAST MCPHERSON DRAIN
(AL-FARRA BRIDGE)**

**IN THE
TOWN OF TECUMSEH**



FINAL
9 DECEMBER, 2024
OLIVER E. T. MOIR, P. ENG.
FILE No. 24-8532
TECUMSEH FILE No. E09MC(64)

File No. 24-8532

Mayor and Council
Town of Tecumseh
917 Lesperance Rd,
Tecumseh, Ontario
N8N 1W9

**Drainage Report for the
New Farm Bridge on
Pt. Lot 2, Concession 11
Over the
EAST MCPHERSON DRAIN (AL-FARRA BRIDGE)
In the Town of Tecumseh**

Mayor and Council:

Instructions

The Municipality received a request for a new farm access bridge to serve Pt. Lot 2, Concession 11 (Roll No. 400-00800) over the East McPherson Drain, that was filed at the Town Office on the 26th day of October 2023. Council accepted the request under Section 78(1) of the Drainage Act and on the 26th day of January 2024 appointed Dillon Consulting Limited to prepare a report.

Watershed Description

The East McPherson Drain consists primarily of an open channel flowing along the easterly side of 11th Concession Road within the Town of Tecumseh. The drain commences approximately 140 m north of the boundary between Lot 1 and Lot 2, Concession 11. It proceeds northerly for approximately 1,335 m, draining into the South Talbot Road Drain East.

The lands comprising the watershed are predominantly agricultural use with some residential lots. There is little topographic relief. From the Ontario Soil Survey, the principle surficial soil in the study area is described as Brookston Clay which is defined as having poor natural drainage.

On-Site Meeting

An on-site meeting was held on 23 July 2024. A record of the meeting is provided in Schedule 'A-1', which is appended hereto.



10 Fifth Street South
Chatham, Ontario
Canada
N7M 4V4
Telephone
519.354.7802
Fax
519.354.2050

Drain History

The recent history of Engineers' reports for the East McPherson Drain is as follows:

- **11 April 2017 H. Pearson, P.Eng.:** The report recommended that the entire length of the East McPherson drain be excavated to remove accumulated sediment and vegetation and that the existing culverts should either be removed, replaced, or be cleaned. Topographic survey was completed to confirm the watershed boundary. The report also determined that approximately 30% of runoff generated from lands on the west side of the 11th Concession Road, which are primarily served by the Santo Drain, flow into the East McPherson Drain through road culverts interconnecting the two drains. This report serves as the governing by-law for the drain.

Survey

Our topographic survey of the East McPherson Drain was carried out in August 2024. The topographic data was recorded for both upstream and downstream of the proposed site for the new access culvert.

Design Considerations

A Guide for Engineers working under the Drainage Act in Ontario, OMAFA Publication 852 (2018) is the current reference document used by engineers carrying out drainage work on municipal drains under the Act. The 2-year design storm is the recommended design standard applied to municipal drains within rural Ontario specific to open drain channels and low hazard agricultural field access crossings. We have applied this criterion for the proposed East McPherson Drain bridge.

The new access culvert is designed for an upstream drainage area of approximately 10.5 hectares (approximately 26.0 acres). Lands on the west side of the 11th Concession Road are primarily served by the Santo Drain, however the East McPherson Drain conveys a portion of flows from the Santo Drain through road culverts which interconnect the two drains, as described in the 2017 East McPherson Drain Report.

The size of the new culvert required is 750 mm diameter and the length designed to be 20.5 m to accommodate a minimum 12.2 m (40 ft) top width and sloping end treatment. A 12.2 m top width for the bridge is necessary considering the proximity of the road to the drain that limits turning radii of modern farm equipment. The culvert depth is designed to provide a minimum 10% embedment of the pipe invert below the design drain bottom.

Allowances

In accordance with Sections 29 and 30 of the Drainage Act, we do not anticipate any agricultural lands being damaged or used as a result of the proposed drainage works. Any damage to the laneway or the existing grassed areas shall be restored to original conditions as part of the work. Therefore, 'Schedule B' for allowances has not been included in this report.

Recommendations and Cost Estimate

Based on our review of the history, the information obtained from our examination and analysis of the survey data, we recommend that the East McPherson Drain be improved as described below:

Item	Description	Amount
1.	Supply and installation of a new 20.5 m long, 750 mm diameter corrugated high density polyethylene (HDPE) Boss 2000 (or approved equivalent), 320kPA including couplers (see specifications). Works includes the relocation of any existing tile downstream of new culvert.	\$7,000.00
2.	Supply and install clear stone bedding materials (minimum 150 mm thickness) with filter fabric underlay under the new culvert pipe (approximately 15 tonnes).	\$900.00
3.	Supply and install full compacted Granular 'B' bedding and backfill materials from the pipe invert to the underside of the driveway material. (approximately 200 tonnes).	\$7,000.00
4.	Supply and installation of imported clean backfill material to be used as a buffer between the Granular 'B' material and stone erosion protection. (Approximately 15 m ³). Work includes supply and placement of topsoil (100 mm thickness), fine grading and seeding of buffers.	\$600.00
5.	Supply and install full compacted Granular 'A' (crushed limestone) compacted driveway surface, minimum 200 mm thickness (approximately 50 tonnes).	\$2,500.00
6.	Supply and install stone erosion protection for sloping end walls, minimum 300 mm thickness, c/w filter fabric underlay (approximately 35 m ²).	\$3,000.00
7.	Temporary silt control measures during construction.	\$500.00
	SUB-TOTAL	\$21,500.00
8.	Survey, report, and assessment.	\$7,500.00
9.	Part-time construction observation and administration.	\$1,500.00
10.	Expenses and Incidentals.	\$500.00
11.	ERCA application review and permit fee.	<u>\$500.00</u>
	TOTAL ESTIMATE (excluding Net HST)	\$ 31,500.00

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

Assessment of Costs

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (*advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain*).
- ii. Outlet Liability (*part of cost required to provide outlet for lands and roads*).
- iii. Special Benefit (*additional work or feature that may not affect function of the drain*).

We have assessed the estimated costs against the affected lands and roads as listed in Schedule 'C' under "Value of Special Benefit," "Value of Benefit" and "Value of Outlet." Since there is only one Special Benefit assessment, a separate schedule for Details of Special Benefit (Schedule 'D') is not required or included herein.

Assessment Rationale

There is no access to property Roll No. 400-00800 across the East McPherson Drain. The present access is owned by the owner of property Roll No. 400-00720. As stated by the requesting landowner, this access will no longer be available for use after October 2024.

Special Benefit assessment shown in Schedule 'C' was therefore derived as follows:

1. For the first time access bridge across East McPherson Drain, costs have been assessed 100% of the adjoining property Roll No. 400-00800 as listed under the "Value of Special Benefit".

Utilities

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. In accordance with Section 26 of the Drainage Act, we assess any relocation cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

Future Maintenance

We recommend that future work and repair and maintenance on the new access bridge be carried out by the Municipality and assessed in the same relative proportions as to the amounts listed in Schedule 'E' which represents an Assessment schedule for the future Maintenance.

Considering the current by-law for the East McPherson Drain, we recommend that 75% of the future maintenance costs be assessed against property Roll No. 400-00800 as a Special Benefit assessment and the remaining 25% as an Outlet liability assessment against the upstream lands and roads. A reduced assessment for future maintenance has been considered for lands which have an existing woodlot and/or to lands which are primarily served by the Santo Drain but use the East McPherson Drain as a secondary outlet.

The assessment is based on an arbitrary \$10,000 in future maintenance costs. These provisions for maintenance are subject, of course, to many variations that may be made under the authority of the Drainage Act.

Drawings and Specifications

Attached to this report is Schedule ‘F’, which are Specifications setting out the details of the recommended works and Schedule ‘G’ which represent the drawings that are attached to this report.

Page 1 of 2 – Watershed Plan

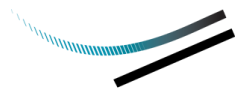
Page 2 of 2 – Bridge Details

Approvals

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-law, and regulations of all Municipal, Provincial, Federal, and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality’s behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

In terms of a review of the proposed works by the Department of Fisheries and Oceans (DFO), we have undertaken a self-assessment and have determined that application requesting review is not required. The East McPherson Drain has been classified as a “Type F” drain by DFO and the impact zone representing 1km downstream of the proposed works is also classified as a “Type F” drain. Type F drains experience intermittent water flow only and provide minimal habitat for fish. As part of the work the following mitigation measures shall be implemented to avoid any adverse effects to the waterway.

- Works will not be conducted at times when flows are elevated due to the local rain events, storms, or seasonal floods. Work will be done in the dry.
- All disturbed soils on both banks and within the channel, including spoil must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better conditions to what existed prior to the works.
- To prevent sediment entry into the drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and his/her contractors to ensure that sediment and erosion control measures are functioning and are maintained/upgraded as required.
- lated Ontario Provincial Standards. It is incumbent on the proponent and his/her contractors to ensure that sediment and erosion control measures are functioning and are maintained/upgraded as required.



- All activities should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water. Vehicular refueling and maintenance should be conducted away from the water.

The East McPherson Drain may provide habitat to species at risk listed as listed under the Endangered Species Act. The Town of Tecumseh has developed a mitigation plan document recommending mitigation measures to minimize adverse effects on species at risk including monitoring and reporting requirements should an endangered, threatened, or special concern species (fishes, reptiles, amphibians, mollusks, birds, plants, trees) be encountered. The document will be made available to contractors during the tendering process and construction period.

In terms of review by the Essex Region Conservation Authority (ERCA), the proposed works contained herein were previously reviewed and accepted by the ERCA, refer to Schedule 'A-2'. An application for permit shall be submitted by the Municipality and accompanied by payment for the permit review fee of \$500.00 before construction of the new access bridge proceeds.

Grants

The costs for a new access to agricultural land which is required because of a nullified access agreement with an adjoining residential land are not eligible for grant, in accordance with Section 2.3(i) of the OMAFA Agricultural Drainage Infrastructure Program policies.

Respectfully submitted,

DILLON CONSULTING LIMITED



Oliver E.T. Moir, P.Eng.
OEM:jo:lld



Meeting Summary

Subject: East McPherson – On-Site Meeting
Date: July 23, 2024
Location: 7000 11th Concession Road
Our File: 24-8532

Attendees

Ahmed Al-Farra	Landowner
Mark Fishleigh	County of Essex
Anne-Marie Moniz	Town of Tecumseh (Town)
Matt Shiha	Town
Jerome Owen	Dillon Consulting Limited (Dillon)
Oliver Moir	Dillon

Notes

Item	Discussion	Action by
1.	Introductions:	
1.1.	The Town appointed Dillon on the East McPherson Drain under Section 78 of the Drainage Act to prepare the drainage report for a new farm access culvert.	INFO
2.	Project Background:	
2.1.	The property Roll No. 400-00800 requires access over the East McPherson Drain. The proposed development requires a new farm access bridge to 11 th Concession Road. <ul style="list-style-type: none"> The lands requiring access currently have access from 11th Concession Road over an existing CSP culvert that provides access to property 440-00720 through a temporary access agreement. The agreement expires after October 2024. 	INFO
3.	Project Pathway:	
3.1.	Dillon explained the Drainage Act process: <ul style="list-style-type: none"> A request under Section 78 of the Drainage Act is submitted to the Town. The Engineer is appointed by the Town through Council. The on-site meeting is held for the engineer to gather information from landowners. Topographic survey is completed and a report is prepared. A meeting is held to consider the technical aspects of the report (Meeting to Consider). A meeting is held to consider the assessment (cost sharing) aspects of the report (Court of Revision). Following passing of the by-law, the drainage works are put out to tender. 	INFO

Item	Discussion	Action by
4.	General Discussions	INFO
	<ul style="list-style-type: none"> ● Mr. Al-Farra asked if permission is needed to tile the land. <ul style="list-style-type: none"> ○ Dillon explained that only lands within the East McPherson Drain watershed may be tiled to the East McPherson Drain without approval from the Town. The property 400-00800 is partially within the East McPherson Drain watershed. Should Mr. Al-Farra wish to tile new lands into the East McPherson Drain, a request to investigate the drain’s capacity through the Drainage Act would need to be submitted to the Town. ○ Installation of tile drainage systems need to be completed by a licensed contractor. ● Mr. Al-Farra indicated that the lands will be rented to a tenant for farming. ● Mr. Al-Farra asked if it would be possible to use the new access for a future residential access. <ul style="list-style-type: none"> ○ The Town answered the process for residential development a separate process handled by city planning section. Requirements for residential access may depend on the proposed development and would be subject to the Planning Department’s approval. ○ Mr. Al-Farra decided to leave the residential development considerations out of the drainage works. ● Mr. Al-Farra agreed with the proposed location of the bridge as shown on the invite request map. ● Dillon explained farm access culverts are generally 7.3 m (30’) wide, however given the proximity between the road and drain bank, a wider access bridge would be needed to accommodate turning movements of farm equipment and may be up to 12.1 m wide (40’). ● Culvert end protection would be sloping stone as the least costly. ● The Town informed the Mr. Al-Farra that the construction work can be undertaken privately (without the use of a contractor), but a list of prerequisites must be completed, and evidence of previous construction experience must be presented. 	

Errors and/or Omissions

These minutes were prepared by Jerome Owen, who should be notified of any errors and/or omissions.

SCHEDULE 'A-2'



Moir, Oliver <omoir@dillon.ca>

East McPherson Drain - Al-Farra Farm Access

Summer Locknick <SLocknick@erca.org> Tue, Oct 8, 2024 at 2:59 PM
To: "Moir, Oliver" <omoir@dillon.ca>
Cc: Jerome Owen <jowen@dillon.ca>, "248532@dillon.ca" <248532@dillon.ca>, Matthew Shiha <mshiha@tecumseh.ca>

Good afternoon,

Thank you for providing the below information. I've had an opportunity to review the preliminary drawings and the available information and can confirm that this proposal, as presented in the preliminary stages, is something that this office can support.

We look forward to receiving the Final Drainage Report and Drawings. A completed Application for Permit form will be required from the municipality.

If you have any questions, please do not hesitate to contact this office.

Kind regards,



SUMMER LOCKNICK
Regulations Analyst
Essex Region Conservation Authority
360 Fairview Avenue West, Suite 311 | Essex, Ontario | N8M 1Y6
slocknick@erca.org essexregionconservation.ca

Please consider the environment before printing this email

This e-mail transmission is confidential and may contain proprietary information for the express use of the intended recipient. Any use, distribution or copying of this transmission, other than by the intended recipient, is strictly prohibited. If you are not the intended recipient, please notify us by telephone at the number above and arrange to return this transmission to us or destroy it.

The ERCA Office is now open to the public **Tuesdays, Wednesdays and Thursdays** to provide "counter service"; however, services continue to be delivered online and through email. Please consult ERCA's website for more information and direction regarding online services (i.e. permitting, cottage bookings, seasonal passes etc.)

"SCHEDULE C"
SCHEDULE OF ASSESSMENT
EAST McPHERSON DRAIN (AL-FARRA BRIDGE)
TOWN OF TECUMSEH

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
400-00800	11	Pt. Lot 2	15.70	6.35	Ahmed S. Al-Farra	\$31,500.00	\$0.00	\$0.00	\$31,500.00
Total on Privately-Owned - Agricultural Lands.....						\$31,500.00	\$0.00	\$0.00	\$31,500.00
TOTAL ASSESSMENT						\$31,500.00	\$0.00	\$0.00	\$31,500.00
			(Acres)	(Ha.)					
Total Area:			15.70	6.35					

"SCHEDULE E"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
EAST McPHERSON DRAIN (AL-FARRA BRIDGE)
TOWN OF TECUMSEH

MUNICIPAL LANDS:

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
11th Concession Road	0.37	0.15	Town of Tecumseh	\$0.00	\$0.00	\$233.00	\$233.00
Total on Municipal Lands.....				\$0.00	\$0.00	\$233.00	\$233.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
400-00705	11	Pt. Lot 2	0.49	0.20	Ronald W. Gerard	\$0.00	\$0.00	\$186.00	\$186.00
400-00720	11	Pt. Lot 2	1.22	0.49	Peggy A. Gerard	\$0.00	\$0.00	\$273.00	\$273.00
410-05302	10	Pt. Lot 1 & 2	1.80	0.73 *	Patrick J. Gerard	\$0.00	\$0.00	\$92.00	\$92.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$0.00	\$0.00	\$551.00	\$551.00

PRIVATELY-OWNED - AGRICULTURAL LANDS

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
400-00800	11	Pt. Lot 2	15.70	6.35 *	Ahmed S. Al-Farra	\$7,500.00	\$0.00	\$1,476.00	\$8,976.00
410-05500	10	Pt. Lot 2	6.38	2.58 *	Gerald Santo	\$0.00	\$0.00	\$240.00	\$240.00

TOTAL ASSESSMENT **\$7,500.00** **\$0.00** **\$2,500.00** **\$10,000.00**

(Acres) (Ha.)

Total Area: 19.58 7.92

* DENOTES A REDUCED ASSESSMENT

” SCHEDULE F”
DRAINAGE REPORT FOR THE
EAST MCPHERSON DRAIN
IN THE TOWN OF TECUMSEH

SPECIAL PROVISIONS

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of “Schedule F.” It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour, equipment and materials** to complete the following items:

- Supply and installation of a new 20.5 m long, 750 mm diameter corrugated high density polyethylene (HDPE) Boss 2000 (or approved equivalent), 320kPA including couplers (see specifications).
- Supply and install clear stone bedding materials (minimum 150 mm thickness) with filter fabric underlay under the new culvert pipe (approximately 15 tonnes).
- Supply and install full compacted Granular ‘B’ bedding and backfill materials from the pipe invert to the native material (approximately 200 tonnes).
- Supply and installation of imported clean backfill material to be used as a buffer between the Granular ‘B’ material and the stone erosion protection. (Approximately 15 m³). Work includes supply and placement of topsoil (100 mm thickness), fine grading and seeding of buffers.
- Supply and install full compacted Granular ‘A’ (crushed limestone) compacted driveway surface, minimum 200mm thickness (approximately 50 tonnes).
- Supply and install stone erosion protection for sloping end walls, minimum 300 mm thickness, c/w filter fabric underlay (approximately 35 m²).
- Temporary silt control measures during construction.

3.0 ACCESS TO THE WORK

Access to the drain shall be directly from the 11th Concession Road. Contractor shall make his/her own arrangements for any additional access for his/her convenience. Through traffic must be maintained at all times along municipal roads with the required traffic control as per Section 13.0 in the General Specifications. All construction materials for the bridge are to be placed on the field side of the roadside drains. Any damage resulting from the Contractor's access to the bridge site shall be restored to original conditions at the Contractor’s expense.

WORKING AREA

The working area at the bridge site shall be restricted to the 9 m wide working corridor along the east side of the drain and including the road allowance for the 11th Concession Road provided through traffic is maintained as per Section 13.0 in the General Specifications.

Any damages to lands and/or roads from the Contractor's work within the working areas for the bridge sites shall be rectified to pre-existing conditions at his/her expense.

4.0 BRIDGE CONSTRUCTION

5.1 Location

The culvert shall be located and installed as shown on the drawings attached hereto.

5.2 Materials

Materials shall be as follows:

<i>Culvert</i>	<i>New 750 mm diameter solid (non-perforated) corrugated High Density Polyethylene (H.D.P.E.) smooth wall interior (Armtec Boss 2000 or approved equivalent) unless otherwise specified conforming to the following specifications: ASTM @3350, CSA B182.8-02 and OPSS 1840. The pipe is to provide a minimum pipe stiffness of 320 kPa. Joined using (water tight) "bell and spigot" connection type. Joints wrapped in "Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 446, Mirafi 140NC or approved equivalent.</i>
<i>Bedding Below Pipe</i>	<i>19 mm clear stone conforming to OPSS Division 10.</i>
<i>Pipe Backfill to underside of road surface materials</i>	<i>Granular 'B' conforming to OPSS Division 10.</i>
<i>Driveway Surface</i>	<i>Granular 'A' made from crushed limestone conforming to OPSS Division 10. Minimum 200 mm thickness.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.</i>
<i>Buffer Strips</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.</i>
<i>Topsoil over Buffer Strips</i>	<i>Salvaged or imported topsoil, fine graded and seeded. Minimum 100 mm thickness</i>
<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be 125 – 250 mm clear quarried rock or OPSS 1001, minimum 300 mm thickness</i>

5.3 Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the culvert can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped, and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density. The Contractor shall note that imported native materials are required for backfill of the new bridge culvert, and the costs shall be included as part of the work.

5.4 Stone Erosion Protection

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

5.5 Granular 'A' Driveway

The Contractor shall construct the driveway with a maximum 3% cross-fall grade consisting of a minimum 200 mm thickness of compacted Granular 'A' (crushed limestone) surface. The minimum top width of the driveway shall be as shown on the drawings.

5.6 Lateral Tile Drains

Should the Contractor encounter any lateral tiles within the proposed culvert limits not shown on attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

5.7 Site Cleanup and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received, and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

4.0 GENERAL CO-ORDINATION

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage.

All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical Manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

10.0 APPROVALS, PERMITS AND NOTICES

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

11.0 SUBLETTING

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

12.0 TIME OF COMPLETION

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

13.0 TRAFFIC CONTROL

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users.

To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

14.0 SITE CLEANUP AND RESTORATION

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

16.0 FINAL INSPECTION

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.



LEGEND

- EAST MCPHERSON DRAIN DRAINAGE AREA
- EAST MCPHERSON DRAIN
- OTHER DRAINS
- NEW BRIDGE
- LOCAL BENCHMARK
- LAND ASSESSED AT REDUCED RATE

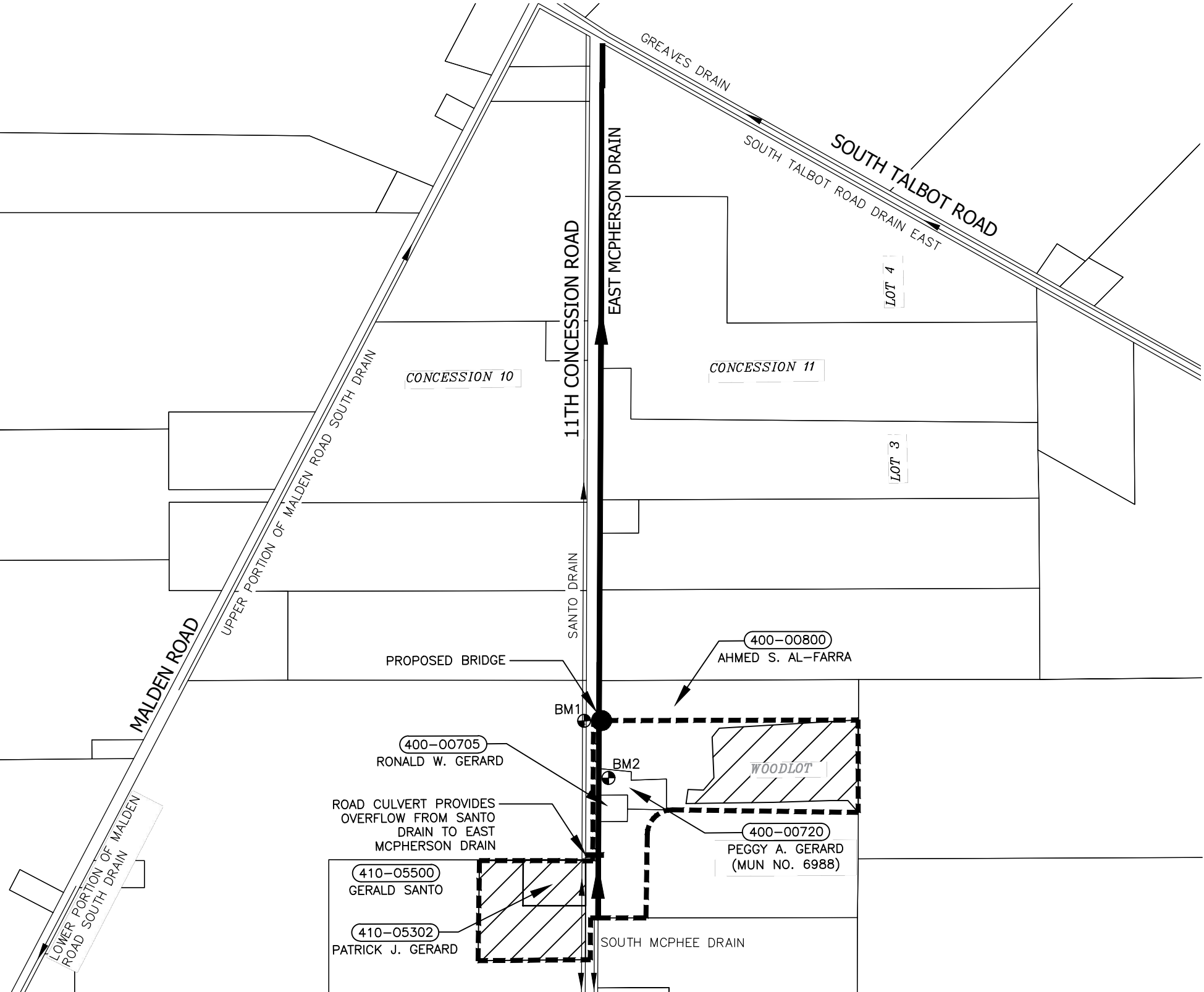
BENCHMARKS

BM1
TOP OF NAIL IN EAST FACE OF HYDRO POLE ON WEST SIDE OF 11TH CONCESSION ROAD, ACROSS FROM PROPERTY, ROLL NO. 400-00800
ELEVATION=193.35m

BM2
TOP OF 600mm CSP AT NORTH END OF ACCESS BRIDGE FOR MUN. NO. 6988 11TH CONCESSION ROAD
ELEVATION=191.92m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.

NOTE: CONTRACTOR SHALL ARRANGE TO HAVE ALL UTILITY LOCATES COMPLETED ONSITE PRIOR TO ANY EXCAVATION WORK. DILLON CONSULTING LIMITED DOES NOT GUARANTEE THE ACCURACY OF THE EXISTING UTILITIES SHOWN ON THE DRAWINGS. CONTRACTOR SHALL VERIFY THE LOCATION PRIOR TO COMMENCING WORK.



WATERSHED PLAN
SCALE=1:7,500



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUED FOR	DATE	BY
3	FINAL REPORT SUBMISSION	DEC. 9/24	OEM
2	PUBLIC INFORMATION CENTRE	NOV. 7/24	OEM
1	CLIENT REVIEW	OCT. 2/24	OEM

DESIGN	REVIEWED BY
OEM	VJH
DRAWN	CHECKED BY
JAO	TRO
DATE	
December 9, 2024	
SCALE	
AS SHOWN	

PROJECT NO. 24-8532

DRAWING SCALES BASED ON A 11" X 17" SHEET

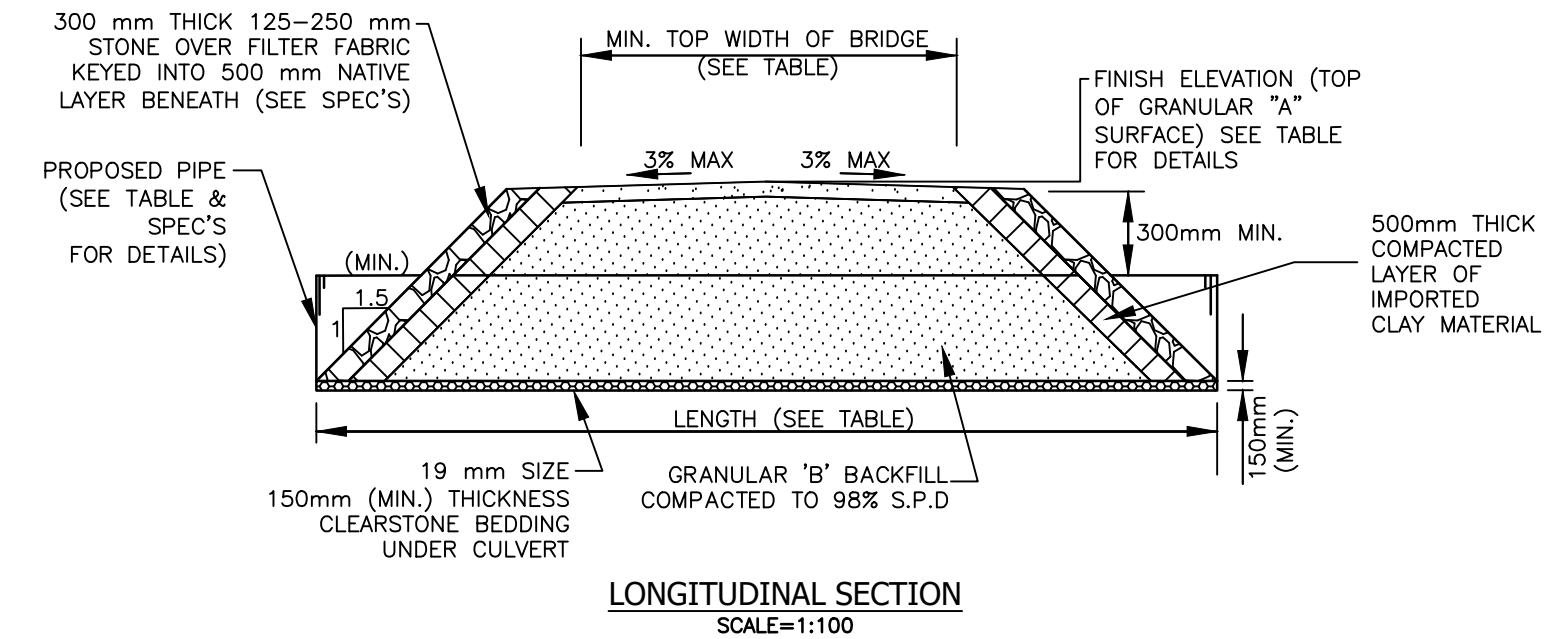
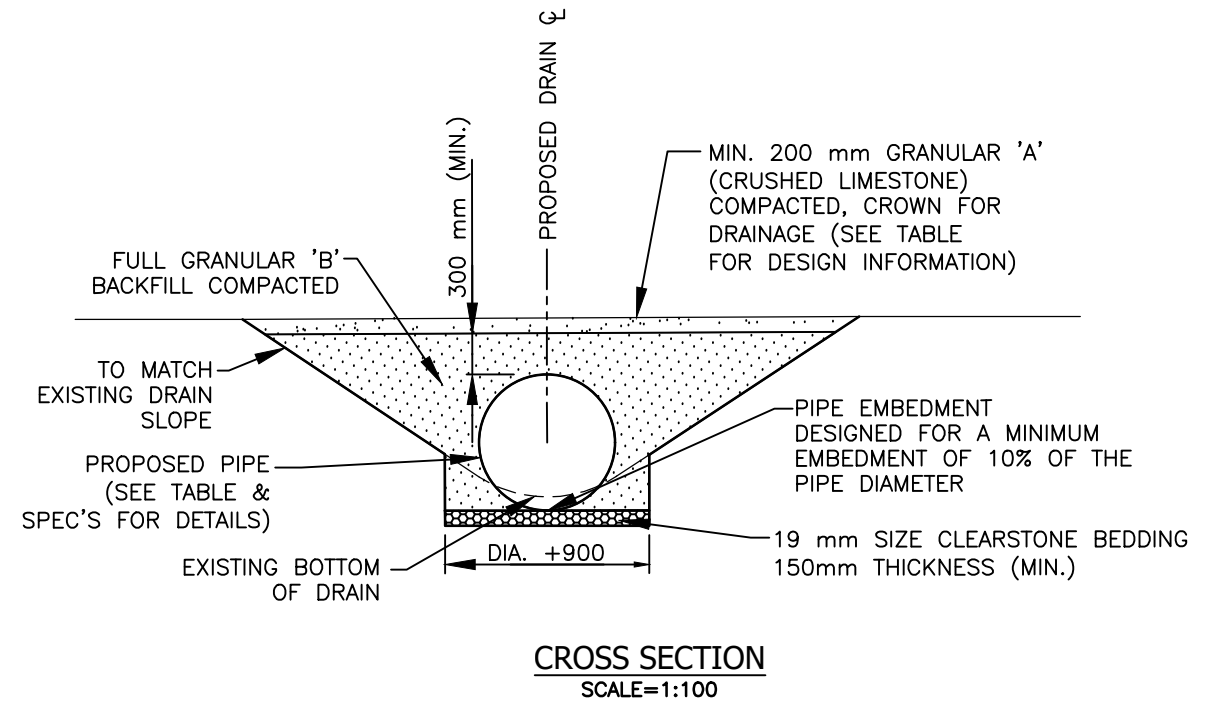
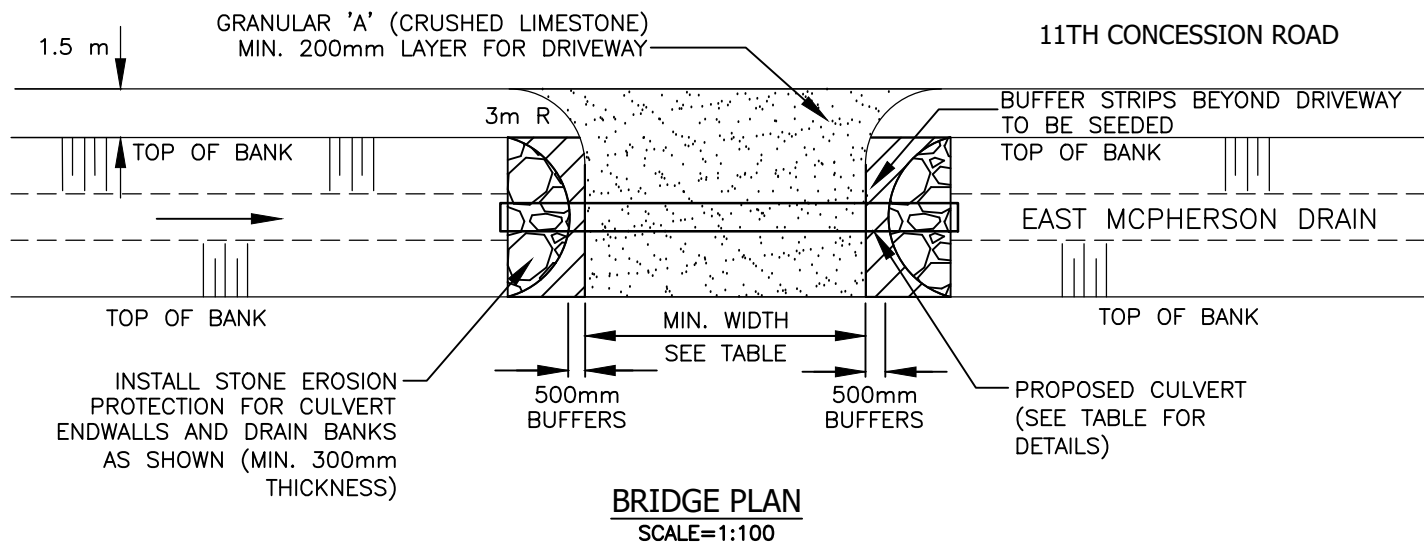
'SCHEDULE G'

Drainage Report for the
EAST MCPHERSON DRAIN (AL-FARRA BRIDGE)
Town of Tecumseh

SHEET TITLE **WATERSHED PLAN**

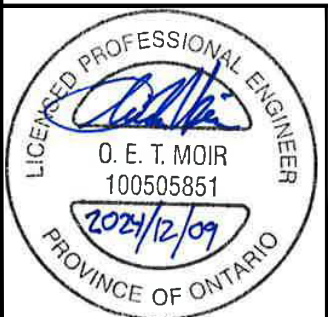
PAGE NO. **1 of 2**

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DESCRIPTION	BRIDGE DETAILS
PIPE INVERT ELEV. U/S SIDE(m)	190.97
PIPE INVERT ELEV. D/S SIDE(m)	190.95
TOP OF CL DRIVEWAY SURFACE ELEV. (m)	192.98
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	191.04
MIN. TOP WIDTH OF DRIVEWAY (m)	12.20
MIN. CULVERT GRADE (%)	0.10
CULVERT TYPE	BOSS 2000
CULVERT MATERIAL	H.D.P.E.
CULVERT LENGTH (m)	20.5
PIPE SIZE (mm)	750
CULVERT ENDWALL TYPE	SLOPING

- NOTES:
- PRIVATE LATERAL DRAIN TILE OUTLETS DISCOVERED DURING THE COURSE OF WORK SHALL BE RELOCATED DOWNSTREAM OF THE NEW CULVERT OR AS DIRECTED BY THE DRAINAGE SUPERINTENDENT
 - CULVERT LOCATION TO BE CONFIRMED WITH THE ENGINEER OR DRAINAGE SUPERINTENDENT PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO CLEANOUT DRAIN 3m UPSTREAM AND DOWNSTREAM OF CULVERT



Conditions of Use
 Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
 Do not scale dimensions from drawing.
 Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUED FOR	DATE	BY
3	FINAL REPORT SUBMISSION	DEC. 9/24	OEM
2	PUBLIC INFORMATION CENTRE	NOV. 7/24	OEM
1	CLIENT REVIEW	OCT. 2/24	OEM

DESIGN	REVIEWED BY
OEM	VJH
DRAWN	CHECKED BY
JAO	TRO
DATE	December 9, 2024
SCALE	AS SHOWN

PROJECT NO. 24-8532
 DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'
 Drainage Report for the
**EAST MCPHERSON DRAIN
 (AL-FARRA BRIDGE)**
 Town of Tecumseh

SHEET TITLE **BRIDGE DETAILS**
 PAGE NO. **2 of 2**

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The Corporation of the Town of Tecumseh

By-Law Number 2025 - 014

Being a by-law to provide for the repair and improvements to the 11th Concession Drain

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter “Town”) has been requested to provide for the repair and improvement of the 11th Concession;

And whereas the Town procured a Drainage Report for the 11th Concession and specifications from the consulting engineering firm of Dillon Consulting Limited, dated December 9, 2024 (hereafter “Drainage Report”);

And whereas notice of a Public Meeting to hear comments from the affected property owners was given on Monday, January 6, 2025;

And whereas a Public Meeting of Council was held on Tuesday, January 28, 2025, at 6:30 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the 11th Concession is desirable;

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

1. **That** the Drainage Report providing for the repair and improvement of the 11th Concession, dated December 9, 2024, as prepared by the consulting engineering firm Dillon Consulting Limited and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.
4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.

5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 28th day of January, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

Read a third and final time this Choose an item. day of Choose an item., 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

**DRAINAGE REPORT
FOR**

**NEW ACCESS BRIDGE ON
PT. LOT 17, CONCESSION 11
OVER THE
11TH CONCESSION DRAIN
(BALKWILL BRIDGE)**

**IN THE
TOWN OF TECUMSEH**



FINAL
10 DECEMBER 2024
OLIVER E. T. MOIR, P. ENG.
FILE No. 24-9049
TECUMSEH FILE No. E09EL(35)

File No. 24-9049

Mayor and Council
Town of Tecumseh
917 Lesperance Rd,
Tecumseh, Ontario
N8N 1W9

10 Fifth Street South
Chatham, Ontario
Canada
N7M 4V4
Telephone
519.354.7802
Fax
519.354.2050

**Drainage Report for
New Access Bridge on
Pt. Lot 17, Concession 11 over the
11TH CONCESSION DRAIN (BALKWILL BRIDGE)
In the Town of Tecumseh**

Mayor and Council:

Instructions

The Municipality received a request from the landowner of property, Roll No. 560-04005 for a new access bridge to serve a proposed residential lot along County Road No. 43 on Pt. Lot 17, Concession 11 over the 11th Concession Drain on the 26th day of June 2024. Council accepted the request under Section 78(1) of the Drainage Act and on the 13rd day of August 2024 appointed Dillon Consulting Limited to prepare a report.

Watershed Description

The 11th Concession Drain is an open drain commencing in the South Pt. Lot 17, Concession 11. The drain flows in a northerly direction along the east side of County Road No. 43 (11th Concession Road) and turns easterly along the southerly limit of County Road No. 42 to its outlet into the Klondyke Drain.

The lands comprising the watershed are predominantly under intensive agricultural production with cash crops. There are several non-agricultural residential parcels in the watershed. There is little topographic relief. From the Ontario Soil Survey, the principle surficial soil in the study area is described as Brookston Clay, which is considered to have very poor drainage.

On-Site Meeting

An on-site meeting was held on 20 September 2024. A record of the meeting is provided in Schedule 'A-1', which is appended hereto.



Drain History

The recent history of Engineers' reports for the 11th Concession Drain is as follows:

- **10 February 2014 by Mark D. Hernandez, P.Eng.:** The report recommended the incorporation of a private access culvert on Pt. Lots 19 & 20, Concession 11 as part of the 11th Concession Drain.
- **13 April 2006 by Tim R. Oliver, P.Eng.:** The report recommended the installation of a secondary access culvert for Roll No. 560-05400 under emergency provisions of the Drainage Act.
- **4 April 2000 by Lou Zarlenga, P.Eng.:** The report recommended a new farm access culvert and enclosure for Roll No. 560-04100. This report is an addendum to the 1998 report.
- **25 September 1998 by Lou Zarlenga, P.Eng.:** The report recommended the repair and improvement including widening and deepening of the open drain and the lowering and replacement of multiple access culverts.
- **16 September 1976 by Maurice Armstrong, P.Eng.:** The recommended work included the cleaning of the entire 11th Concession Drain.

Survey

Our topographic survey and examination of the 11th Concession Drain was carried out in October 2024. The topographic data was recorded for both upstream and downstream of the proposed site for the new access culvert.

Design Considerations

A Guide for Engineers working under the Drainage Act in Ontario, OMAFA Publication 852 (2018) is the current reference document used by engineers carrying out drainage work on municipal drains under the Act. The 2-year design storm is the recommended design standard applied to municipal drains within rural Ontario specific to open drain channels and low hazard agricultural field access crossings. We have applied this criterion for the proposed 11th Concession Drain bridge.

The new access culvert is designed for an upstream drainage area of approximately 1.32 hectares (3.26 acres). The size of the new culvert required is 450 mm diameter and the length designed to be 12.0 m long to accommodate a minimum 6.1 m (20 ft) top width and sloping end treatment. The culvert depth is designed to provide a minimum 10% embedment of the pipe invert below the drain bottom.

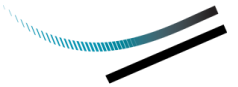
Allowances

In accordance with Sections 29 and 30 of the Drainage Act, we do not anticipate any agricultural lands being damaged or used as a result of the proposed drainage works. Any damage to the roadway or the existing grassed areas shall be restored to original conditions as part of the work. Therefore, 'Schedule B' for allowances has not been included in this report.

Recommendations and Cost Estimate

Based on our review of the history, the information obtained during the site meeting and our examination and analysis of the survey data, we recommend that the 11th Concession Drain be improved as described below:

Item	Description	Amount
1.	Mobilization and demobilization.	\$2,000.00
2.	Supply and installation of a new 12.0 m long, 450 mm diameter corrugated, solid, high-density polyethylene (HDPE) smooth wall, 320 kPa pipe, (Boss 2000 or approved equivalent) with gasketing joining system (see specifications). The work shall include site cleanup and restoration within the working area.	\$1,800.00
3.	Supply and install clear stone bedding materials (minimum 150 mm thickness) with filter fabric underlay (approximately 5 tonnes).	\$300.00
4.	Supply and install full compacted Granular 'B' and materials to the underside of the driveway material. (approximately 15 tonnes).	\$500.00
5.	Supply and placement of imported clean native backfill material for outside driveway portion to construct 500 mm wide buffer strips (approximately 20 m ³).	\$350.00
6.	Supply and install Granular 'A' (crushed limestone) driveway surface, minimum 200 mm thickness (approximately 20 tonnes) to provide a minimum 6.1 m (20 feet) wide driveway.	\$1,000.00
7.	Supply and placement of stone erosion protection for sloping end walls, minimum 300 mm thickness, c/w filter fabric underlay (approximately 10 m ²).	\$850.00
8.	Temporary silt control measures during construction.	\$500.00
	SUB-TOTAL	\$7,300.00
9.	Survey, report, assessment, and final inspection.	\$7,500.00
10.	Part time construction observation.	\$1,000.00
11.	Expenses and Incidentals.	\$500.00
12.	ERCA application review and permit fee.	\$500.00
	TOTAL ESTIMATE (excluding Net HST)	\$16,800.00



The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

Assessment of Costs

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (*advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain*).
- ii. Outlet Liability (*part of cost required to provide outlet for lands and roads*).
- iii. Special Benefit (*additional work or feature that may not affect function of the drain*).

We have assessed the estimated costs against the affected lands and roads as listed in Schedule 'C' under "Value of Special Benefit," "Value of Benefit" and "Value of Outlet." Since there is only one Special Benefit assessment, a separate schedule for Details of Special Benefit (Schedule 'D') is not required or included herein.

Assessment Rationale

The proposed access would be considered a secondary access to the property Roll No. 560-04005, until at which time the proposed lot severance is completed. For the purpose of assessment of the construction costs, 100% of the costs shall be assessed against Roll. No. 560-04005 as listed under the "Value of Special Benefit".

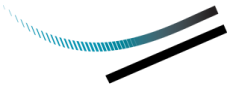
Utilities

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. In accordance with Section 26 of the Drainage Act, we assess any relocation cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

Future Maintenance

We recommend that all future work for repair and maintenance on the new access bridge be carried out by the Municipality and assessed 50% against the affected property (Roll No. 560-04005)(severed parcel) as a Special Benefit assessment and the remaining 50% assessed to the upstream lands and roads as Outlet liability assessment in the same relative proportions as to the amounts listed in Schedule 'E' which represents an assessment schedule for future maintenance.

The assessment is based on an arbitrary \$10,000 in future maintenance costs. These provisions for maintenance are subject, of course, to many variations that may be made under the authority of the Drainage Act.



Drawings and Specifications

Attached to this report is Schedule 'F', which are Specifications setting out the details of the recommended works and Schedule 'G' which represent the drawings that are attached to this report.

Page 1 of 2 – Watershed Plan

Page 2 of 2 – Bridge Details

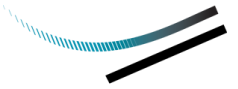
Approvals

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-law, and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

In terms of a review of the proposed works by the Department of Fisheries and Oceans (DFO), we have undertaken a self-assessment and have determined that application requesting review is not required. The 11th Concession Drain has been classified as a "Type F" drain by DFO and the impact zone representing 1km downstream of the proposed works is also classified as a "Type F" drain. Type F drains experience intermittent water flow only and provide minimal habitat for fish. As part of the work the following mitigation measures shall be implemented to avoid any adverse effects to the waterway.

- Works will not be conducted at times when flows are elevated due to the local rain events, storms, or seasonal floods. Work will be done in the dry.
- All disturbed soils on both banks and within the channel, including spoil must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better conditions to what existed prior to the works.
- To prevent sediment entry into the drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and his/her contractors to ensure that sediment and erosion control measures are functioning and are maintained/upgraded as required.
- All activities should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water. Vehicular refueling and maintenance should be conducted away from the water.

The 11th Concession Drain may provide habitat to species at risk listed as listed under the Endangered Species Act.



The Town of Tecumseh has developed a mitigation plan document recommending mitigation measures to minimize adverse effects on species at risk including monitoring and reporting requirements should an endangered, threatened, or special concern species (fishes, reptiles, amphibians, mollusks, birds, plants, trees) be encountered. The document will be made available to contractors during the tendering process and construction period.

In terms of review by the Essex Region Conservation Authority (ERCA), the proposed works contained herein were previously reviewed and accepted by the ERCA, refer to Schedule 'A-2'. An application for permit shall be submitted by the Municipality and accompanied by payment for the permit review fee of \$500.00 before construction of the new access bridge proceeds.

Grants

In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33-1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. Costs of drainage works associated with non-agricultural uses are not eligible for grant in accordance with Section 85 of the Drainage Act and Section 2.2(c) of the OMAFA Agricultural Drainage Infrastructure Program policies.

Respectfully submitted,



DILLON CONSULTING LIMITED

Oliver E.T. Moir, P.Eng.

OEM:wlb:lld



Meeting Summary

Subject: 11th Concession Drain
 Date: 20 September 2024
 Location: 11th Concession Road
 Our File: 24-9049

Attendees

Jamie Balkwill	Landowner
Erica Corey	Landowner
Anne-Marie Moniz	Town of Tecumseh (Town)
Matthew Shiha	Town
Oliver Moir	Dillon Consulting Limited

Notes

Item	Discussion	Action by
1.	Introductions:	
1.1.	The Town appointed Dillon on the 11 th Concession Drain under Section 78 of the Drainage Act to prepare the drainage report for a new residential access culvert.	INFO
2.	Project Background:	
2.1.	The property, Roll No. to be determined, requires access over the 11 th Concession Drain for a proposed residential property. There is no existing access as the property is yet to be severed from the existing farm parcel.	INFO
3.	Project Pathway:	
3.1.	Dillon explained the Drainage Act process: <ul style="list-style-type: none"> • A request under Section 78 of the Drainage Act is submitted to the Town. • The Engineer is appointed by the Town through Council. • The on-site meeting is held for the engineer to gather information from landowners. • Topographic survey is completed, and a report is prepared. • A Public Information Centre (PIC) meeting is held prior to the Meeting to Consider to give landowners the opportunity to provide comment on the report. • A meeting is held to consider the technical aspects of the report (Meeting to Consider). • A meeting is held to consider the assessment (cost sharing) aspects of the report (Court of Revision). • Following passing of the by-law, the drainage works are put out to tender. 	INFO

Item	Discussion	Action by
4.	<p data-bbox="386 254 626 283">General Discussions</p> <ul style="list-style-type: none"> <li data-bbox="397 296 1295 485">● Mr. Balkwill was informed that for new culverts over a municipal drain, 100% of the costs of construction and engineering are at the cost of the requesting landowner. Previous drainage works for similar requests have been in the range of \$25,000 - \$30,000 (construction & engineering). <li data-bbox="397 499 1295 978">● The following design aspects were discussed: <ul style="list-style-type: none"> <li data-bbox="493 541 1295 772">○ The culvert location is to be within the southerly quarter of the new lot's frontage. Mr. Balkwill can place a stake at the time of construction to define the centerline of the culvert. Sufficient space must be maintained between the new culvert and the existing hydrant access culvert located near the south limit of the proposed lot. <li data-bbox="493 787 1243 816">○ Driveway material is to be Granular 'A' (crushed limestone). <li data-bbox="493 831 906 861">○ End walls will be sloping stone. <li data-bbox="493 875 1295 978">○ Top width will be 6.1m (20') unless requested otherwise. 6.1 m top width is standard for residential access culverts over municipal drains. <li data-bbox="397 993 1295 1140">● Mr. Balkwill requested a cost estimate for an additional 5 to 10 feet of top width. He was informed that future maintenance costs associated with the additional culvert length beyond the standard 6.1 m would not be shared with upstream lands. <li data-bbox="397 1155 1295 1386">● The Town informed Mr. Balkwill that the construction work can be undertaken by a contractor of their choosing but a list of prerequisites must be completed, and evidence of previous construction experience must be presented. <ul style="list-style-type: none"> <li data-bbox="493 1320 1235 1386">○ Mr. Balkwill has a contractor that he would like to consider completing the works. <li data-bbox="397 1400 1203 1430">● Mr. Balkwill requested the report proceed as quickly as possible. <li data-bbox="397 1444 1273 1516">● Grants through A.D.I.P. are not available for this project being that the works are associated with a residential development/non-agricultural. <li data-bbox="397 1530 1295 1598">● Dillon will provide part-time construction observation and will complete a final inspection. 	INFO

Errors and/or Omissions

These minutes were prepared by Oliver Moir, who should be notified of any errors and/or omissions.

**SCHEDULE 'A-2'**

Owen, Jerome <jowen@dillon.ca>

Application for Permit - 11th Concession Drain - Balkwill Bridge (Town of Tecumseh)

Summer Locknick <SLocknick@erca.org>

Mon, Dec 2, 2024 at 7:51 AM

To: "Moir, Oliver" <omoir@dillon.ca>

Cc: Jerome Owen <jowen@dillon.ca>, Matthew Shiha <mshiha@tecumseh.ca>, Anne-Marie Moniz <amoniz@tecumseh.ca>, "249049@dillon.ca" <249049@dillon.ca>

Good morning Oliver,

Thank you for the below confirmation and for providing the attached preliminary drawings for the 11th Concession Drain culvert, Project No. 24-9049. I've had an opportunity to review the preliminary drawings and the available information and can confirm that this proposal, as presented in the preliminary stages, is something that this office can support.

We look forward to receiving the Final Drainage Report and Drawings. A completed Application for Permit form will be required from the municipality.

If you have any questions, please do not hesitate to contact this office.

[Quoted text hidden]

**11th Concession - ERCA Application Supporting Documents (1).pdf**

742K

"SCHEDULE C"
SCHEDULE OF ASSESSMENT
11th CONCESSION (BALKWILL BRIDGE)
TOWN OF TECUMSEH

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
560-04005 (Severed Parcel)	11	Pt. Lot 17	0.32	0.13	Jamie A. & Corey Balkwill	\$16,800.00	\$0.00	\$0.00	\$16,800.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$16,800.00	\$0.00	\$0.00	\$16,800.00
TOTAL ASSESSMENT						\$16,800.00	\$0.00	\$0.00	\$16,800.00
			(Acres)	(Ha.)					
Total Area:			0.32	0.13					

"SCHEDULE E"
SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE
11th CONCESSION (BALKWILL BRIDGE)
TOWN OF TECUMSEH

MUNICIPAL LANDS:

Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
	(Acres)	(Ha.)					
County Road No. 43 (11th Conc. Rd)	0.25	0.10	County of Essex	\$0.00	\$0.00	\$1,263.00	\$1,263.00
Total on Municipal Lands.....				\$0.00	\$0.00	\$1,263.00	\$1,263.00

PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment
			(Acres)	(Ha.)					
560-04005 (Severed Parcel)	11	Pt. Lot 17	0.32	0.13	Jamie A. & Corey Balkwill	\$5,000.00	\$0.00	\$985.00	\$5,985.00
560-04001	11	Pt. Lot 17	1.00	0.40	Jamie Balkwill	\$0.00	\$0.00	\$1,010.00	\$1,010.00
560-04005 (Retained Parcel)	11	Pt. Lot 17	1.70	0.69	Jamie A. & Corey Balkwill	\$0.00	\$0.00	\$1,742.00	\$1,742.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$5,000.00	\$0.00	\$3,737.00	\$8,737.00

TOTAL ASSESSMENT						\$5,000.00	\$0.00	\$5,000.00	\$10,000.00
			(Acres)	(Ha.)					
Total Area:			3.28	1.32					

” SCHEDULE F”
DRAINAGE REPORT FOR A
NEW ACCESS BRIDGE ON
PT. LOT 17, CONCESSION 11
11TH CONCESSION DRAIN
IN THE TOWN OF TECUMSEH
SPECIAL PROVISIONS

1.0 GENERAL SPECIFICATIONS

The General Specifications attached hereto is part of “Schedule F.” It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

2.0 DESCRIPTION OF WORK

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour, equipment and materials** to complete the following items:

- Mobilization and demobilization.
- Supply and installation of a new 12.0 m long, 450 mm diameter corrugated, solid, high-density polyethylene (HDPE) smooth wall, 320 kPa pipe, (Boss 2000 or approved equivalent) with gasketting joining system (see specifications). The work shall include site cleanup and restoration within the working area.
- Supply and install clearstone bedding materials (minimum 150 mm thickness) with filter fabric underlay (approximately 5 tonnes).
- Supply and install full compacted Granular ‘B’ and materials to the underside of the driveway material. (approximately 15 tonnes).
- Supply and placement of imported clean native backfill material for outside driveway portion to construct 500 mm wide buffer strips (approximately 20 m³).
- Supply and install Granular ‘A’ (crushed limestone) driveway surface, minimum 200 mm thickness (approximately 20 tonnes) to provide a minimum 6.1 m (20 feet) wide driveway.
- Supply and placement of stone erosion protection for sloping end walls, minimum 300 mm thickness, c/w filter fabric underlay (approximately 10 m²).
- Temporary silt control measures during construction.

3.0 ACCESS TO THE WORK

Access to the drain shall be from County Road No. 43 (11th Concession Road). Through traffic must be maintained at all times along municipal roads with the required traffic control as per Section 13.0 in the General Specifications. All construction materials for the bridge are to be stored on the field side of the 11th Concession Drain.

4.0 WORKING AREA

The working area at the bridge site shall be restricted to a radius of 20.0 m from the proposed centre of the new culvert.

Any damages to lands and/or roads from the Contractor's work within the working areas for the bridge sites shall be rectified to pre-existing conditions at his/her expense.

5.0 BRIDGE CONSTRUCTION

5.1 Location of New Bridge

The new bridge structure shall be located and installed as shown on the drawings attached hereto.

5.2 Materials for New Bridge

Materials shall be as follows:

<i>Culvert</i>	<i>New 450 mm diameter solid (non-perforated) corrugated High Density Polyethylene (H.D.P.E.) smooth wall interior (Armtec Boss 2000 or approved equivalent) unless otherwise specified conforming to the following specifications: ASTM @3350, CSA B182.8-02 and OPSS 1840. The pipe is to provide a minimum pipe stiffness of 320 kPa. Joined using (water tight) "bell and spigot" connection type. No single pipe length to be less than 6 metres in length.</i>
<i>Bedding Below Pipe</i>	<i>19 mm clear stone conforming to OPSS Division 10.</i>
<i>Pipe Backfill to underside of road surface materials</i>	<i>Granular 'B' conforming to OPSS Division 10.</i>
<i>Driveway Surface</i>	<i>Granular 'A' made from crushed limestone conforming to OPSS Division 10. Minimum 200 mm thickness.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.</i>
<i>Buffer Strips</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.</i>
<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be 125 – 250 mm clear quarried rock or OPSS 1001, minimum 300 mm thickness.</i>

5.3 Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the culvert can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density. The Contractor shall note that imported native materials are required for backfill of the new bridge culvert, and the costs shall be included as part of the work.

5.4 Sloping Stone End Walls

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

5.5 Granular 'A' Driveway

The Contractor shall construct the driveway with a maximum 3% cross-fall grade consisting of a minimum 200 mm thickness of compacted Granular 'A' (crushed limestone) surface. The minimum top width of the driveway shall be as shown on the drawings.

5.6 Lateral Tile Drains

Should the Contractor encounter any lateral tiles within the proposed culvert limits not shown on attached drawings, the Contractor shall re-route the outlet tile drain(s) in consultation with the Drainage Superintendent, as required, to accommodate the new culvert. **Tile drain outlets through the wall of the new culvert pipe will not be permitted.** All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

5.7 Site Cleanup and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

GENERAL SPECIFICATIONS

1.0 AGREEMENT AND GENERAL CONDITIONS

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person, or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received, and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

3.0 MAINTENANCE PERIOD

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges, and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

4.0 GENERAL CO-ORDINATION

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage.

All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

6.0 CONTRACTOR'S LIABILITY

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor shall indemnify and hold harmless the Municipality and the Engineer, their agents, and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

7.0 PROPERTY BARS AND SURVEY MONUMENTS

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed, or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

8.0 MAINTENANCE OF FLOW

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

9.0 ONTARIO PROVINCIAL STANDARDS

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical Manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

10.0 APPROVALS, PERMITS AND NOTICES

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

11.0 SUBLETTING

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

12.0 TIME OF COMPLETION

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

13.0 TRAFFIC CONTROL

The Contractor will be required to always control vehicular and pedestrian traffic along roads and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights, and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress.

All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users.

To access the electronic standards on the Web, go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.

14.0 SITE CLEANUP AND RESTORATION

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

15.0 UTILITY RELOCATION WORKS

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

16.0 FINAL INSPECTION

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

17.0 FISHERIES CONCERNS

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.



LEGEND

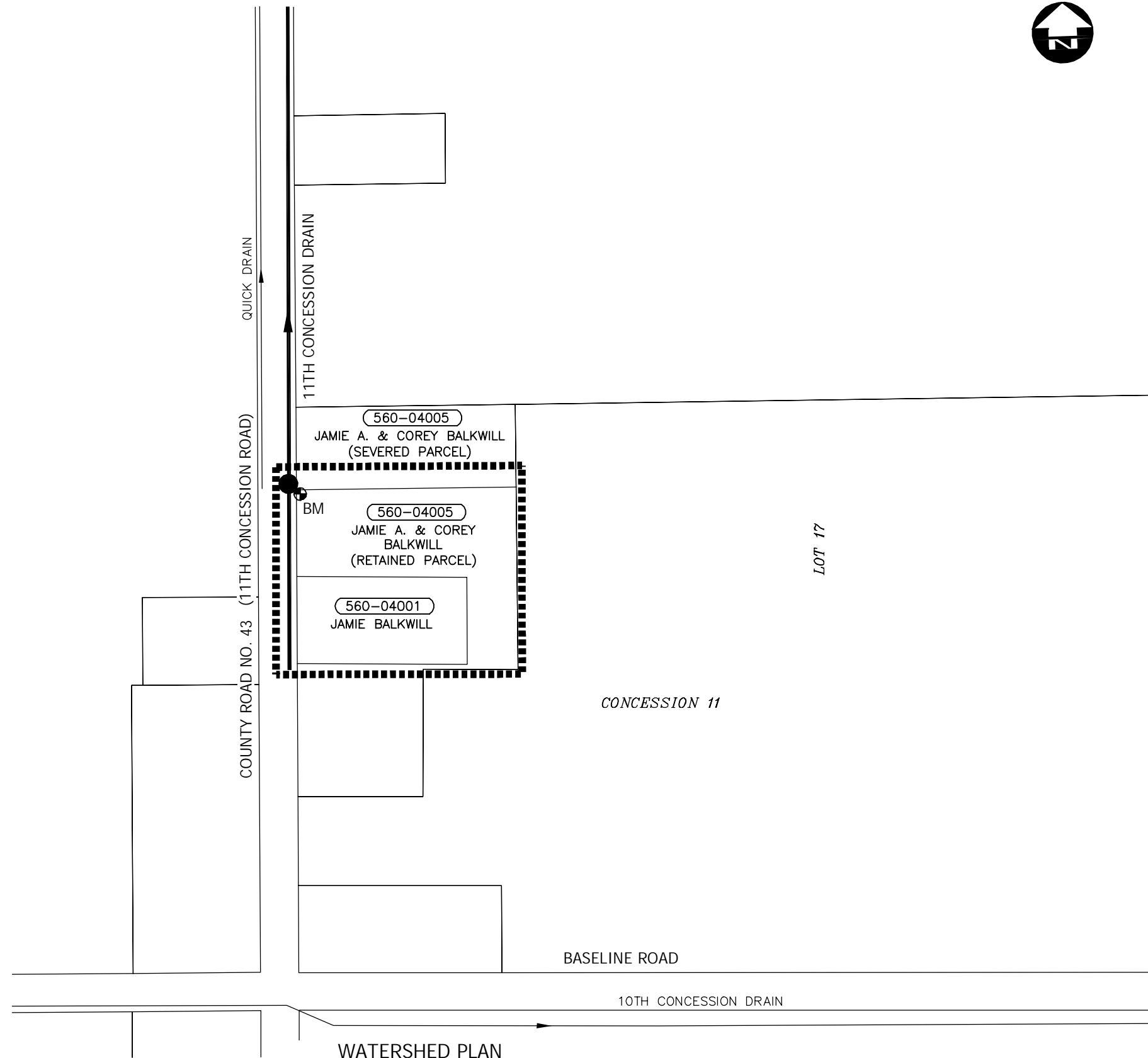
- 11TH CONCESSION DRAIN DRAINAGE AREA
- 11TH CONCESSION DRAIN
- OTHER DRAINS
- NEW BRIDGE
- BM ○ LOCAL BENCHMARK

BENCHMARK

BM1
 TOP OF OPERATING NUT ON FIRE HYDRANT ON EAST SIDE OF COUNTY ROAD NO. 43 LOCATED APPROXIMATELY 255 METRES NORTH OF NORTH LIMIT OF BASELINE ROAD.
 ELEVATION=184.69m

NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.

NOTE: CONTRACTOR SHALL ARRANGE TO HAVE ALL UTILITY LOCATES COMPLETED ONSITE PRIOR TO ANY EXCAVATION WORK. DILLON CONSULTING LIMITED DOES NOT GUARANTEE THE ACCURACY OF THE EXISTING UTILITIES SHOWN ON THE DRAWINGS. CONTRACTOR SHALL VERIFY THE LOCATION PRIOR TO COMMENCING WORK.



WATERSHED PLAN
 SCALE=1:2,500



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUED FOR	343	DATE	BY
3	FINAL REPORT SUBMISSION		DEC. 10/24	OEM
2	PUBLIC INFORMATION CENTRE		DEC. 5/24	OEM
1	CLIENT REVIEW		NOV. 15/24	OEM

DESIGN	JAO	REVIEWED BY	VJH
DRAWN	WLB	CHECKED BY	OEM
DATE	December 10, 2024		
SCALE	AS SHOWN		

PROJECT NO. 24-9049

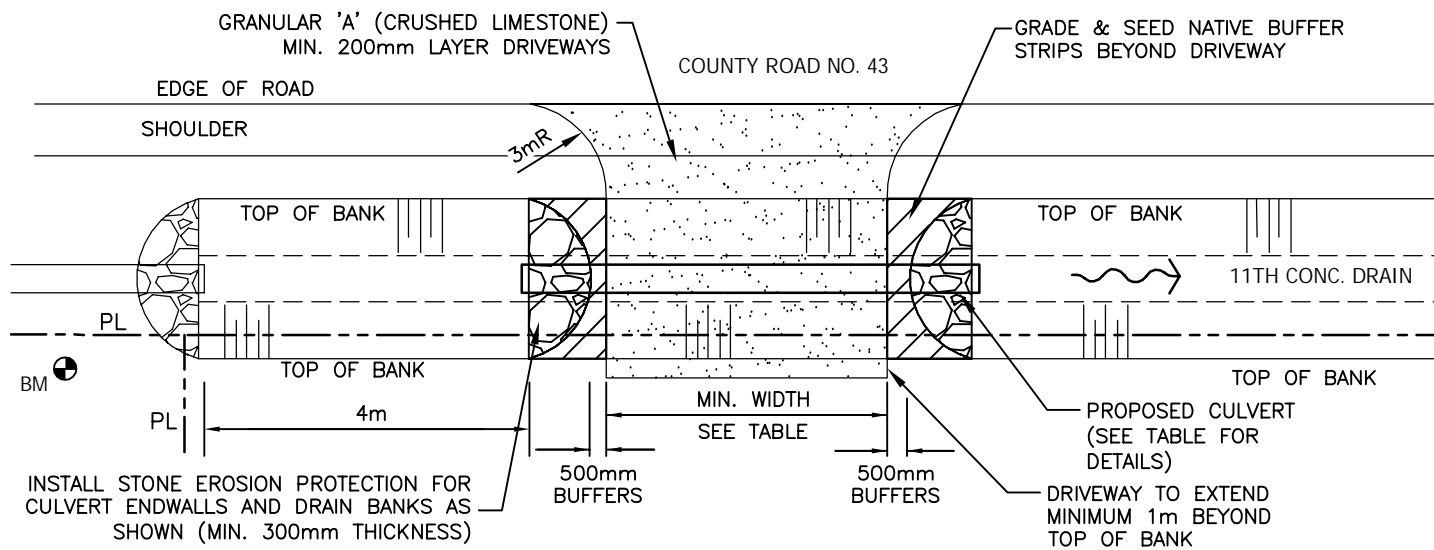
DRAWING SCALES BASED ON A 11" X 17" SHEET

'SCHEDULE G'

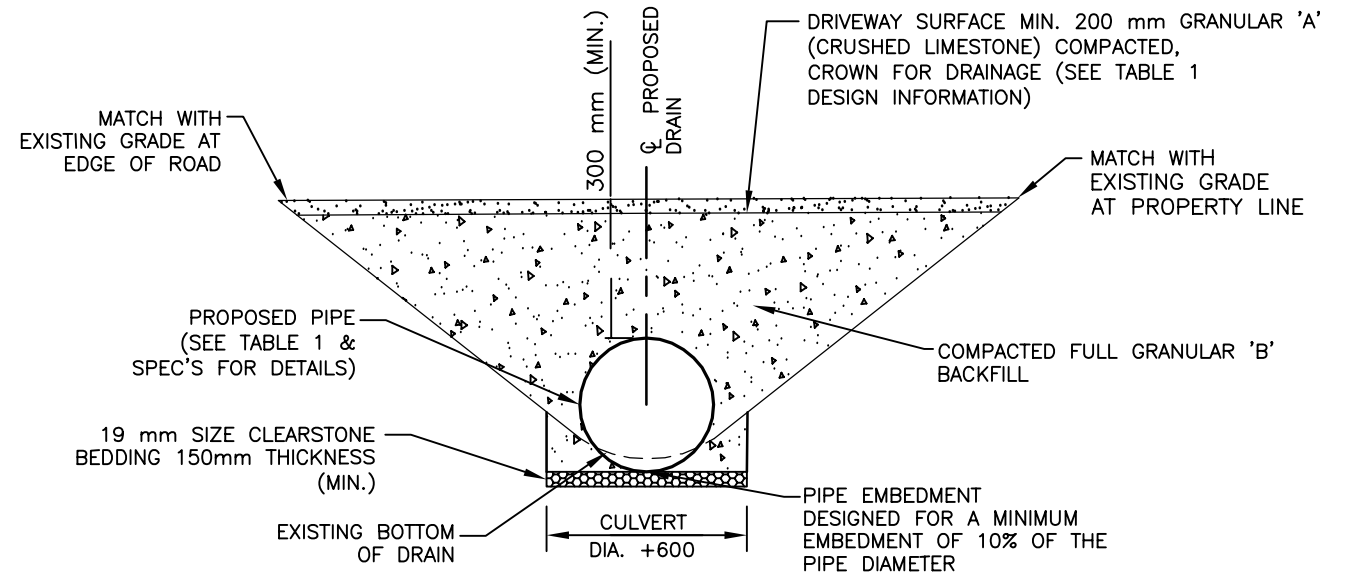
Drainage Report for the
11TH CONCESSION DRAIN
 (Balkwill Bridge)
 Town of Tecumseh

SHEET TITLE **WATERSHED PLAN**

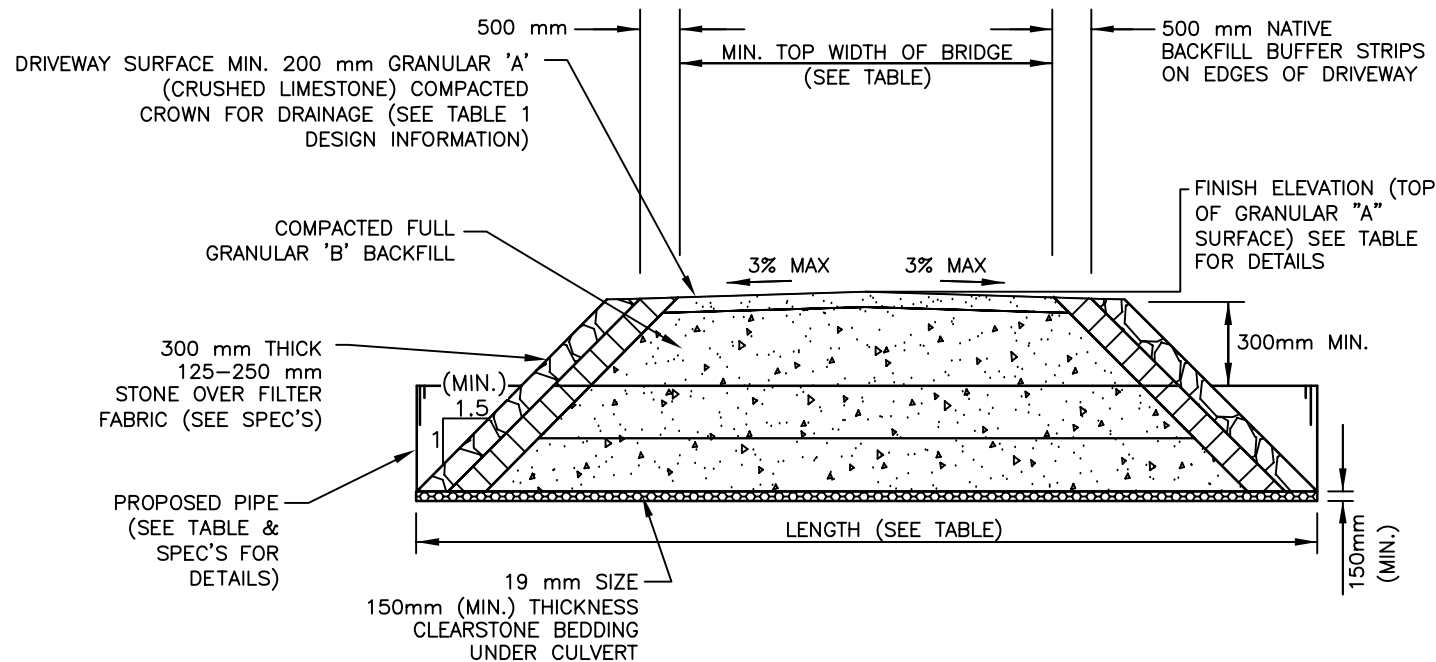
PAGE NO. 1 of 2



RESIDENTIAL BRIDGE PLAN
N.T.S.



BRIDGE CROSS-SECTION
N.T.S.



BRIDGE LONGITUDINAL SECTION
N.T.S.

NOTE: CONTRACTOR TO CLEAN OUT DRAIN
3m UPSTREAM & DOWNSTREAM OF CULVERT

TABLE 1 - ACCESS BRIDGE DESIGN INFORMATION

DESCRIPTION	BRIDGE
PIPE INVERT ELEV. U/S SIDE(m)	183.08
PIPE INVERT ELEV. D/S SIDE(m)	183.06
TOP OF C&D DRIVEWAY SURFACE ELEV. (m)	183.98
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	183.12
MIN. TOP WIDTH OF DRIVEWAY (m)	6.1
MIN. CULVERT GRADE (%)	0.10
CULVERT MATERIAL	H.D.P.E.
CULVERT LENGTH (m)	12.0
PIPE SIZE (mm)	450
CULVERT ENDWALL TYPE	SLOPING STONE



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
Do not scale dimensions from drawing.
Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

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DESIGN	REVIEWED BY
JAO	VJH
DRAWN	CHECKED BY
WLB	OEM
DATE	December 10, 2024
SCALE	AS SHOWN

	PROJECT NO.	24-9049
	DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'	
Drainage Report for the 11TH CONCESSION DRAIN (Balkwill Bridge) Town of Tecumseh	
SHEET TITLE	<u>DETAILS</u>
PAGE NO.	2 of 2

No.	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
19/18	May 22, 2018		Property Standards By-Law (Zoning)	It is directed that Administration harmonize the by-law regarding disconnected tractor-trailers on residential properties to be consistent within the Town.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided.
02/20	October 27, 2020	RCM 318/20	Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	Administration to bring considerations to regulate the parking of these vehicles, units and trailers within the municipal right-of-way in the former Town of Tecumseh, to ensure that visibility sightlines are maintained to private driveways, and to recommend appropriate regulations surrounding the parking of such vehicles, units and trailers in the minimum side yard of a private property at the time the Town's zoning By-law is reviewed.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided.
03/20	October 27, 2020	RCM 319/20	Short Term Rentals	Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided. Co-ordination with Clerks Dept regarding associated licencing options under the Municipal Act.
04/20	November 10, 2020	RCM 341/20	By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation	Administration to review and report back to Council on the appropriateness of a By-law in accordance with the <i>Municipal Act</i> that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and investigate opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.	DS	To be addressed in the new Comprehensive Zoning By-law: First draft of By-law for review with Council in Q2, subject to timing change to account for Housing Action Plan initiatives if Federal funding provided. Co-ordination with Clerks Dept regarding associated regulatory options under Municipal Act.

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
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The Corporation of the Town of Tecumseh

By-Law Number 2025-044

Being a by-law to confirm the proceedings of the March 25, 2025 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 March 25, 2025, 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 March 25, 2025, 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 25th day of March, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

Notice of Motion – Housing Accelerator Fund – Initiative 1

Regular Council Meeting: March 25, 2025

Resolution

Whereas our recent public meeting on March 11, 2025, had many residents attend on such short notice with all delegations being strongly opposed to the Housing Accelerator Fund in particular Initiative #1 allowing 4 units as a right in our residential established neighbourhoods.

Whereas there is a petition circulating in the community opposed to allowing 4 units as a right in established neighbourhoods.

Now Therefore Be It Hereby Resolved:

That Council NOT support HAF Initiative No.1 that contain any provisions to allow 4 units as a right in established low density residential neighbourhoods.