



The Corporation of the Town of Tecumseh

Chief Administrative Officer

To: Mayor and Members of Council

From: Margaret Misek-Evans, Chief Administrative Officer

Date to Council: August 11, 2020

Report Number: CAO-2020-06

Subject: Boundary Adjustment Agreement and the County Road 43 Class Environmental Assessment Study

Recommendations

It is recommended:

That CAO-2020-06, Boundary Adjustment Agreement and the County Road 43 Class Environmental Assessment, **be received**;

And that a copy of CAO-2020-06 **be submitted** to County Council for their information;

And further that it is requested that County Council give consideration to passing a motion to:

- honour the County's obligations set out in the 2003 Boundary Adjustment Agreement; and
- complete a detailed design that is consistent with the recommended solution identified within the 2009 County Road 43 Environmental Study Report; and
- prioritize the aforementioned detailed design in 2020/2021, with construction to commence no later than 2023.

Background

In December 2002, the Province of Ontario approved the transfer of approximately 6,500 acres of land (annexed lands) from the Town of Tecumseh to the City of Windsor. This boundary adjustment was the culmination of a negotiation process that was originally triggered by

several years of political volatility and instability as the City of Windsor sought to implement a significant municipal restructuring in the region.

Briefly, the Town gave up 6,500 acres (approximately \$90M in assessment (2000)) in perpetuity to facilitate the continuation of the City and the County as separate entities, thereby also preserving intact the 7 municipalities of Essex County. A Boundary Adjustment Agreement (Agreement), effective January 1, 2003, set out the terms agreed upon by the Town of Tecumseh, the County of Essex and the City of Windsor. In return:

- The Town received \$2.41M of payment in lieu of taxes from the City of Windsor by 2007 (the County received \$1.30M);
- The jurisdiction for Banwell Road was transferred in segments to
 - the City, from County Road 22 to the Canadian Pacific Rail (CPR) tracks; and
 - the County, from south of the CPR tracks to County Road 42.
- The jurisdiction for the 11th Concession was transferred to the County;
- The City was to make improvements at its cost to the transferred segment of Banwell Road. Timing of these improvements was not specified in the Agreement. The Banwell Road Environmental Study Report was completed in September 2016 and the City is undertaking the first phase of construction this Fall (Tecumseh Road to Palmetto Street); and
- A commitment was made by the County to realign Banwell Road with the 11th Concession Road to form a single continuous north-south roadway, with the County undertaking and implementing the Class EA study with construction completed within 5 years of EA completion (or earlier if mutually agreed to).

A summary of the responsibilities of each party indicating the status of completion is found in Attachment 1, with a copy of the Agreement. While the Town and the City have each fulfilled their assigned obligations within the timelines set out in the Agreement, the County has not. While the County completed the County Road 43 Environmental Study Report (CR43 ESR) in 2009, over 10 years later, final design and construction have not been completed. Attachment 2 contains a description of the Technically Recommended Design from the CR43 ESR.

Town Administration have been in discussions with County Administration on design considerations since 2018 for various studies and projects such as the detailed design of CR42 which includes the Diversion of CR43 (the area subject to the Agreement). After several meetings, e-mail and formal correspondence advocating for the provisions of the Agreement and the recommended solution in the CR43 ESR, we are at a standstill. A recent letter from the County further delays the detailed design stage for the CR43 ESR to possibly 2021/2022.

As Council is aware the CR42 and 43 corridors in this area frame the Tecumseh Hamlet settlement area, one of the last remaining designated growth areas within the Town. Council has prioritized development as a strategic priority in this term of office. The lack of progress on

the implementation of the CR43 ESR recommended solution has a direct impact on the Town's ability to ready the adjacent lands within the Tecumseh Hamlet for development.

From the Town's perspective, there are three primary unresolved issues:

1. the design discussed with County Administration to date does not conform to the recommended solution approved in the CR43 ESR;
2. the limits of the proposed detailed design accounts for only two-thirds of the CR43 ESR study area length, omitting that portion of CR43 from Shields to the CPR tracks; and
3. the proposed timing of the design does not comply with the terms set forth in the Agreement, and there has been no commitment to date from the County on the timing for construction.

Comments

Issues 1 & 2: Proposed Design Not in Conformity with 2009 CR43 ESR

The area affected by the CR43 ESR is a designated urban area within the Sandwich South Official Plan and the County Official Plan. The Town was engaged throughout the course of the preparation of the CR43 ESR to ensure incorporation of an urban design standard, inclusive of active transportation facilities and landscaping along the corridor. Attachment 3 describes specific design considerations that were included in the approved 2009 CR43 ESR.

The County initiated the detailed design of the CR42 Reconstruction which included the Diversion of CR43 in early 2018. The County's Infrastructure Services Department (Infrastructure Services) determined the initial scope and extent of the works on CR43 was to include an interim solution consisting of a two-lane rural cross section phased for only two-thirds of the study length. This interim solution and phased approach was not contained within the approved CR43 ESR nor the Agreement (See Attachments 1 and 3).

Further discussions with Infrastructure Services in July 2019 resulted in a revision to the CR43 scope of works to complete the detailed design for the recommended solution. However, the extent of the works proposed only accounted for about two-thirds of the full length identified within the CR43 ESR (1.23km of the 1.93km length) and does not comply with the terms of the Agreement (see Attachment 4). The Town raised concerns with this approach and again highlighted the terms of the Agreement, specifically section 2.3(v) with County Administration.

As the detailed design of CR43 progressed into late 2019, the Town raised additional concerns as Infrastructure Services deviated from the approved road cross-section contained within the CR43 ESR, specifically on clearance requirements and the treed boulevard which would separate pedestrian facilities from the roadway (see Attachment 3).

Issues 2 & 3: Timing of CR43 ESR Improvements

With the CR43 ESR being completed in 2009, the full works as outlined in the CR43 ESR **should have been completed by 2014**, as outlined in section 2.3(v) of the Agreement:

“v) the County agrees to assemble all necessary lands and undertake said works within the earlier to occur of 5 years from the date that said Initial Class Environmental Assessment is completed or such earlier date as mutually agreed upon by the Town and the County;”

Infrastructure Services has not determined the timing for construction of the recommended works as outlined in the CR43 ESR. This is a significant concern to Town Administration as this obligation was one of the fundamental terms that brought some nominal level of value to the Town for it agreeing to the transfer of 6,500 acres to the City. Given the fulfillment of the other obligations by the Parties to the Agreement, including the core issue of providing for the transfer of the 6,500 acres from the Town to the City, it is of grave concern that this obligation which is of benefit to the Town remains outstanding and without a concrete end-date in sight.

More recently, Infrastructure Services has indicated their intent to postpone the detailed design for two-thirds of the CR43 improvements to possibly 2021/2022, with no indication of when construction will take place. There has also been no indication of the timing for the design and construction of the remaining one-third length of CR43 (Shields to CPR Tracks).

Neither the proposed design date nor the lack of a construction timeline comply with the Agreement or the CR43 ESR. Moreover, the limits of the proposed detailed design accounts for only two-thirds of the study length with no consideration for the remaining one third.

Recommended Next Steps

Given the foregoing and the challenges faced at the Administrative level to achieve compliance with the Agreement and concurrence with the approved CR43 ESR, we are requesting the assistance of Council. There has been an unwillingness on the part of Infrastructure Services to engage with the Town to discuss and address our concerns. Town correspondence that dates back to 2019 has gone unanswered. The Town’s attempts to resume meetings since January 2020 to resolve these issues have been unsuccessful.

To that end, Administration requests that Town Council formally advise County Council of the outstanding obligations of the Agreement and request a motion of County Council to:

- honour the County’s obligations set out in the 2003 Boundary Adjustment Agreement; and
- complete a detailed design that is consistent with the recommended solution identified within the 2009 CR43 ESR; and
- prioritize the aforementioned detailed design in 2020/2021, with construction to commence no later than 2023.

Other Options

The Town Solicitor was asked to identify other options available to the Town to achieve compliance with the Agreement and the CR43 ESR recommended solution. The Town Solicitor provided the following from the Agreement:

Article 14 of the Boundary Adjustment Agreement contains dispute resolution provisions. Subarticle 14.1 contemplates a dispute “arising out of the interpretation of this agreement” may be resolved through mediation. Mediation is a process whereby the mediator (neutral third party) chairs a meeting process with the parties to determine if the parties can develop a resolution (in part or in whole) of their dispute. A successful mediation process is typically followed up by an agreement documenting the manner in which the dispute is resolved, what actions shall be taken by each of the parties, at what cost and within what time frame and/or sequence.

If the parties cannot agree on a mediator or mediation does not resolve the dispute, the matter in dispute is referred to arbitration. The arbitrator, often a retired lawyer or judge (or someone with past experience issuing decisions respecting the subject matter of the dispute), hears evidence and argument of the parties in a manner similar to a trial or hearing and subsequently renders a decision on the matters in dispute. Article 14.3 indicates that the decision of the arbitrator “shall be final.” If the City of Windsor (a party to the Boundary Adjustment Agreement) is not a party to the mediation/arbitration, subarticle 14.4 provides that the costs of the mediation and/or arbitration are to be shared equally between the County and the Town.

If proceedings with the County in regards to the terms of the Boundary Adjustment Agreement and Environmental Study Report outlined herein remain frustrated, Administration and the Town Solicitor will report back to Council to seek direction on the option for dispute resolution set out above.

Consultations

Planning & Building Services
Public Works & Environmental Services
Town Solicitor

Financial Implications

The financial implications associated with this report are unknown at this point and are contingent on the amount of time the Town Solicitor is required to spend on this file. Considerable senior staff time has been spent on this matter to date.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
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- Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
- Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
- Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
- Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
- Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable

Website

Social Media

News Release

Local Newspaper

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

Prepared by:

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

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director Planning & Building Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Summary of Boundary Adjustment Agreement
1A	Boundary Adjustment Agreement
1B	Map 1 Annexed Lands
2	Summary of County Road 43 Class Environmental Assessment
2A	CR43 ESR Technically Recommended Design (Fig 7-2, Sheets 1-6)
3	Summary of County Road 43 ESR & Detailed Design
3A	July 30, 2007 Letter & July 25, 2007 Planning Report
4	Extent of CR43 ESR Limits

Tecumseh-Windsor-Essex Boundary Adjustment Agreement

This Agreement (attached) specifies commitments, obligations and responsibilities of each of the parties, which can be summarized below, along with the status of each:

The Town of Tecumseh

- The Town to transfer to the City the annexed lands, which is approximately 6,500 acres (as depicted in Map 1). **Obligation fulfilled;**
- The Town and County to transfer to the City any studies, plans, records, designs or similar material that it has prepared and that are public in nature and related to the annexed lands, which includes documentation related to municipal drains. **Obligation fulfilled;**
- The Town to transfer ownership of watermains and services within the annexed lands to the Windsor Utilities Commission (WUC). **Obligation fulfilled;**

The City of Windsor

- The City to receive the annexed lands (approximately 6,500 acres) from the Town of Tecumseh. **Obligation fulfilled;**
- The City to assume jurisdiction of Banwell Road from County Road 22 to the southerly limit of the Canadian Pacific Rail (CPR) Tracks (as depicted in Map 1). **Obligation fulfilled;**
- The City to complete all improvements and expansions to its segment of Banwell Road as identified in an approved Municipal Class Environmental Assessment (Class EA) undertaken by the City at no cost to the Town of Tecumseh or the County of Essex. There was nothing included in the Agreement establishing the time-frame within which the road improvements were to be completed. **Class EA obligation fulfilled. Road improvements not fulfilled;**
- The City to provide the Town with access to the City's segment of Banwell Road via no fewer than three intersections, which includes Intersection Road. **This obligation has been partially fulfilled insofar as it has been recognized in the City's Class EA.;**
- The City to assume all responsibility for the provision of municipal services within the annexed lands. **Obligation fulfilled;**
- The City to make payments to the Town (\$2.41M) and the County (\$1.30M) between 2003 and 2007 in lieu of lost taxes. **Obligation fulfilled;**

Report CAO-2020-06

Attachment 1 – Summary of Boundary Adjustment Agreement

The County of Essex

- The County to assume jurisdiction over Banwell Road from south of the CPR Tracks and the 11th Concession Road from County Road 42 to County Road 46 (as depicted in Map 1). **Obligation fulfilled;**
- The County to proceed with a Class EA when the level of service at either or both of the Banwell Road and County Road 42 intersection and the 11th Concession Road and County Road 42 intersection reaches Level D as determined in a Traffic Impact Study or at such earlier time as mutually agreed upon by the Town and County. **Obligation fulfilled;**
- The County to pay for and undertake all upgrades, improvements, expansions and realignments so that Banwell Road and 11th Concession Road form a single continuous north-south roadway. **Obligation not fulfilled;**
- The County agrees to assemble all necessary lands and undertake said works (within the Class EA) within the earlier to occur of 5 years from the date that said Initial Class EA is completed or such earlier date as mutually agreed upon by the Town and the County. **Obligation not fulfilled. Although some land assembly may have occurred, all lands and undertaking of works has not been fulfilled in the required timelines;**
- The County to pass all necessary by-laws to give effect to the provisions listed above (s.2.3 of the Agreement). **It is unknown whether this obligation has been fulfilled;**

BOUNDARY ADJUSTMENT AGREEMENT

AMONG:

THE CORPORATION OF THE TOWN OF TECUMSEH,

“The Town”

and

THE CORPORATION OF THE COUNTY OF ESSEX

“The County”

and

THE CORPORATION OF THE CITY OF WINDSOR

“The City”

INTRODUCTION:

The Town, the County and the City (“the municipalities”) have negotiated an agreement among them for the transfer of a parcel of land (“the annexed lands”), located in the Town and the County, to the City by way of a restructuring proposal pursuant to sections 25.2 and 25.4 of the *Municipal Act*, R.S.O. 1990, Chapter M45.

This document sets out the agreement among the municipalities.

THIS DOCUMENT WITNESSES that in consideration of the mutual covenants and agreements contained in it, and subject to the terms and conditions contained in it, the municipalities agree as follows:

1.0 EFFECTIVE DATE AND IMPLEMENTATION:

1.1 This agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing (“the Minister”) for implementation, effective January 1, 2003 (“the effective date”). The Minister is authorized by the municipalities to implement those provisions of this agreement that the Minister has authority to implement. The municipalities agree that all of the provisions of the agreement are binding upon them, whether contained in the Minister’s Order or otherwise.

2.0 LANDS TO BE ANNEXED

2.1 This Boundary Adjustment Agreement concerns a proposed annexation of part of the Town, in the County to the City as follows:

The lands as offered by the Town of Tecumseh to the City of Windsor, generally described as being bounded by the easterly limit of the City of Windsor, the northerly limit of Highway 401, the north-south half lot line east of County Road 17 and the extension of that line, from the northerly limit of Highway 401 to the northerly limit of County Road 42, the northerly limit of County Road 42 from the north-south half lot line east of County Road 17 to the easterly limit of Farm Lot 141, the said easterly limit of Farm Lot 141 to the southerly limit of the CP railroad tracks, the southerly limit of the CP railroad tracks to a line 23 feet east of Banwell Road, the line 23 feet east of Banwell Road and parallel to Banwell Road, the curved line delineating the lands intended for the E.C.Row/County Road 22 at Banwell interchange to the line being the extension southerly of the easterly limit of the City of Windsor east of Banwell Road, the line being the extension southerly of the easterly limit of the City of Windsor from County road 22 to the intersection of the easterly limit of the City of Windsor with the southerly limit of the City of Windsor east of Banwell Road, as shown on the attached map.

which lands are referred to in this agreement as “the annexed lands”.

2.2 The municipalities agree as follows:

- i. that it is in their interest to create a common corridor for the purpose of installation and operation of municipal services and utilities of every nature and description;
- ii. the common corridor will be contained within the road allowance of Banwell Road (as same exists or as may be modified from time to time) beginning at the intersection of Banwell Road and Wyandotte Street and thence southerly within the Banwell Road road allowance to its intersection with County Road 42;
- iii. the common corridor will be common in the sense that the municipalities will each be entitled to access and use thereof for services and utilities as aforesaid as and when needed throughout the entire common corridor; and
- iv. the municipalities agree to enter into a written contract which will more particularly define the parameters of their relationship pertaining to the common corridor including, without limiting generality, such matters and things as mutual/common connections, common use of services and

obligations of with respect to one another for construction, maintenance and repair.

- v. The City agrees that with respect to that portion of Banwell Road situate between the southerly limit of County Road 22 and the southerly limit of the CP railroad tracks (the “Banwell Lands”);
 - i. all upgrades, improvements and expansions, as identified in an approved Class Environmental Assessment report, shall be undertaken by the City at no cost to the Town or County;
 - ii. prior to construction of the upgrades, improvements and expansions noted in (i) above, the City agrees that:
 - a) the Town may connect roads to the Banwell Lands; and
 - b) improvements required to facilitate such connection of roads to the Banwell Lands and cost sharing amongst affected parties pertaining thereto shall be determined pursuant to a Traffic Impact Study.
 - iii. the City shall provide the Town with access to the Banwell Lands via no fewer than three (3) intersections including Intersection Road and additional connections as justified by a Traffic Impact Study.

2.3 The County agrees that it will assume jurisdiction over the following:

- i. all of that portion of the Banwell Rd. road allowance (as expanded from time to time) situate south of the southerly limit of the CP railroad tracks; and
- ii. all of the 11th Concession Road from the southerly limit of County Road 42 to the northerly limit of County Road 46;

and the County agrees that:

- iii. the County will proceed with a Class Environmental Assessment when the level of service at either or both of the Banwell Road and County Road 42 intersection and the 11th Concession Road and County Road 42 intersection reaches Level D as determined in a Traffic Impact Study or at such earlier time as mutually agreed upon by the Town and the County;
- iv. it will pay for and undertake all upgrades, improvements, expansions and realignments so that Banwell Road and 11th Concession Road form a single, continuous North/South roadway, understanding that a final determination of

the roadway configuration is subject to the results of the Class Environmental Assessment;

- v the County agrees to assemble all necessary lands and undertake said works within the earlier to occur of 5 years from the date that said Initial Class Environmental Assessment is completed or such earlier date as mutually agreed upon by the Town and the County; and
- vi the County will pass all necessary by-laws to give effect to the provisions above.

3.0 REPRESENTATION:

3.1 The annexed lands shall form part of Ward 4 in the City as of the effective date and the residents of the annexed lands shall be entitled to vote in the City in the regular municipal elections to be held in November 2003 in accordance with the *Municipal Elections Act, 1996*.

4.0 COMPENSATION:

4.1 In consideration of the transfer of the annexed lands from the Town to the City, the City will make payments totalling \$3,710,000.00 to the Town and the County, payable as follows:

<u>YEAR</u>	<u>TOTAL</u>	<u>TECUMSEH</u>	<u>COUNTY</u>
January 1, 2003	\$2,000,000	\$1,300,000	\$700,000
January 1, 2004	\$500,000	\$325,000	\$175,000
January 1, 2005	\$500,000	\$325,000	\$175,000
January 1, 2006	\$500,000	\$325,000	\$175,000
January 1, 2007	\$210,000	\$135,000	\$75,000
	\$3,710,000	\$2,410,000	\$1,300,000

4.2 Interest at the rate of 1.25% per month shall be payable by the City to the Town or the County as the case may be on any amount of the above mentioned sums that are not paid on the due dates in question and interest shall accrue on any outstanding balance from the date the payment was due pursuant to this agreement until the balance is received by the Town or the County as the case may be.

5.0 TAX COLLECTION AND ASSESSMENT

5.1 The Town will issue, prior to January 9, 2003, a final notice of all real property taxes, charges or rates levied under any general or special Act in the annexed lands and uncollected as of

December 31, 2002 ("outstanding taxes") to each affected property owner, instructing them to remit all outstanding taxes to the City. The Town shall remit to the City within 30 days following receipt by the Town any payments on account of outstanding taxes remitted to the Town subsequent to the effective date.

5.2 The outstanding taxes shall be deemed to be taxes due and payable to the City and may be collected by the City.

5.3 Prior to January 16, 2003, the clerk of the Town shall prepare and furnish to the clerk of the City a special collector's roll showing all outstanding taxes and the persons assessed for them.

5.4 The City shall pay to the Town prior to February 1, 2003 an amount equal to the outstanding taxes.

5.5 The City shall have the authority to continue with any tax sale procedures in the annexed lands initiated by the Town pursuant to the provisions of the *Municipal Tax Sales Act* that have not concluded by the effective date. The proceeds of such tax sales, subject to the provisions of the *Municipal Tax Sales Act*, shall vest in the City subject to settlement pursuant to paragraph 5.4

5.6 If the Minister does not issue the restructuring Order for this proposal prior to the finalization of the assessment roll for the annexed lands for the year 2003, the Municipal Property Assessment Corporation (MPAC) shall be authorized to amend the assessment roll for the annexed lands for the taxation year 2003 to reflect the transfer of the annexed lands from the Town to the City. For the purposes of the assessment roll to be prepared for the City for taxation in the year 2003, the annexed area shall be deemed to be part of the City and shall be assessed on the same basis that the assessment roll for the City is prepared.

5.7 Any charges for local improvements that have been initiated by the Town pursuant to a by-law passed under the provisions of the *Local Improvement Act* in the annexed lands that are still in effect at the effective date ("local improvement charges") shall be collected by the City pursuant to such local improvement by-law and shall be paid to the Town annually on July 31 for the total amount levied in that year.

5.8 Prior to January 16, 2003, the clerk of the Town shall prepare and furnish to the clerk of the City in respect of the annexed land, a schedule detailing the local improvement charges, to facilitate billing of these by the City and payment of these amounts to the Town.

6.0 TAX PHASE-IN

6.1 Commencing January 1, 2003, any increase in the rate of taxes for municipal purposes for the annexed lands which would occur solely as a result of this annexation shall be phased in for the

municipal portion of the real property tax bill equally over a period of five years. Notwithstanding the foregoing, the municipalities agree that capping legislation will apply.

7.0 PROVISION OF MUNICIPAL SERVICES:

7.1 The City will assume all responsibility for the provision of municipal services including but not limited to roads, sewer, water, police protection and fire protection for the annexed lands and the said municipal services shall become the responsibility of the City as of the effective date or as otherwise agreed to by the municipalities. Municipal services will include the cost of the supply and maintenance or repair of any appurtenances or other equipment that may be necessary for the operation of the service in question.

8.0 STUDIES, PLANS, RECORDS:

8.1 The Town and the County will transfer to the City any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the annexed lands.

8.2 The Town and the County agree that after the effective date they will continue to cooperate with the City by providing such supporting information and documentation that is in their possession or under their control that is requested by the City to enable the City to respond to court actions or appeals brought to the Ontario Municipal Board by residents of the annexed lands.

8.3 The Town and the County agree to provide to the City the information and documentation on hand with respect to the municipal drains located in the annexed lands that may be the subject of assessments under the *Drainage Act*.

9.0 EMPLOYEES:

9.1 There will be no transfer of employees or other staff from the Town or the County to the City as a result of this restructuring.

10.0 PROPERTY:

10.1 Subject to paragraph 10.2, the Town will transfer, as of the effective date to the City any pipes, pumping stations and related appurtenances for any public utilities in the annexed lands.

10.2 The Town agrees to transfer ownership of water mains and services identified in Schedule "A" to the Windsor Utilities Commission or its successor municipal services board ("WUC") as of the effective date. The Town agrees to enter into an operating agreement with WUC whereby the

Town continues to operate this infrastructure until such time as City/WUC services are extended to the annexed lands.

10.3 There will be no transfer of any property from the City to the Town or to the County other than as provided for in this proposal.

10.4 All real property, including but not limited to any roadways, bridges, street fixtures, easements and restrictive covenants running with Town land located in the annexed lands, vests in the City which will assume ownership and control and responsibility for the maintenance and repair of these as of the effective date or as otherwise agreed to by the municipalities.

10.5 All real property, including but not limited to any roadways, bridges, street fixtures, easements and restrictive covenants running with County land located in the annexed lands, vests in the City which will assume ownership and control and responsibility for the maintenance and repair of these as of the effective date or as otherwise agreed to by the municipalities.

10.6 The municipalities acknowledge that the maintenance, repair and construction of the municipal road system located within the annexed lands shall remain at the same level of service currently provided by the Town or the County until the City assumes responsibility for the maintenance, repair and construction of the roads on the effective date or as otherwise agreed to by the municipalities.

10.7 Any securities, letters of credit or similar instruments that are held in trust by the Town with respect to any Site Plan Agreements, Subdivision Agreements or any other development agreements in the annexed lands shall vest with the City as of the effective date and documentation related thereto shall be transferred to the City prior to February 1, 2003.

10.8 The Town and County agree to transfer their rights in any utility franchise agreements or contracts for natural gas, telephone, telecommunications and cable television installations in the annexed lands to the City as of the effective date.

11.0 LIABILITIES:

11.1 Except as specifically provided for in this agreement, any liabilities, obligations or responsibilities that the Town or the County may have that relate to the annexed lands shall be transferred to the City as of the effective date. The Town and the County are not aware of any litigation that relates to the annexed lands.

11.2 Any litigation commenced prior to the effective date, or after the effective date with respect to matters that occurred prior to the effective date with respect to the annexed lands, remains the obligation of the Town or the County, as the case may be.

12.0 MUNICIPAL BY-LAWS AND OFFICIAL PLANS:

12.1 Any comprehensive zoning By-law or amendments thereto, or site plan control bylaws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, or any Official Plan or amendments thereto of the Town that have been approved or adopted for the annexed lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the zoning By-law and Official Plan for the City as of the effective date and shall remain in full force and effect in the annexed lands until amended or repealed or otherwise replaced by the City pursuant to the provisions of the *Planning Act*.

12.2 The Town's Development Charges By-law as it affects the annexed lands shall continue to apply to the annexed lands as if it were a By-law of the City and shall remain in full force and effect in the annexed lands until amended or repealed or otherwise replaced by the City pursuant to the provisions of the *Development Charges Act*.

12.3 Any part of an Official Plan of the County pertaining to the annexed lands ceases to apply to the annexed lands as of the effective date.

12.4 Any application to amend the Comprehensive Zoning By-law or the Official Plan for the Town that was initiated prior to the effective date for the annexed lands shall be continued by the City having regard for the zoning By-law and Official Plan for the Town.

12.5 Save and except as provided for in Sections 12.1 and 12.2, and this paragraph, any By-laws and Resolutions of the City shall come into force and take effect in the annexed lands as of the effective date save and except for the Town By-laws and County By-laws passed pursuant to the *Highway Traffic Act* or the *Municipal Act*, that regulate the use of highways by vehicles or pedestrians, which establish speed limits or parking restrictions within the annexed lands or that regulate the encroachment or projection of buildings or any portion thereof upon or over highways, by-laws of the Town or the County passed under section 45, 58, or 61 or a predecessor of those sections of the *Drainage Act*, by-laws passed under section 10 of the *Weed Control Act*, and by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Town or the County, as the case may be, which By-laws shall be deemed to be By-laws of the City and shall remain in force and effect until amended or replaced by the Council for the City.

12.6 The Town will circulate to the City any application that may be made to the Town prior to the effective date for an Official Plan Amendment, zoning By-law Amendment, Consent for Severance, Minor Variance, Site Plan Agreement, Plan of Subdivision or Plan of Condominium for the annexed lands.

12.7 All residents in the annexed lands shall, as of the effective date, be residents of the City and all non-resident charges assessed against these residents for the use of facilities in the City or services of the City shall cease to apply as of the effective date.

13.0 **MORATORIUM:**

13.1 Subject to Article 13.3, the municipalities agree that none of them will seek any further changes to the boundary separating the City from the County until the earlier to occur of the following two dates:

- (a) January 1, 2023; or
- (b) at a date prior to January 1, 2023, when the City has demonstrated, acting reasonably, that there is an insufficient inventory of employment land and residential land to accommodate the City's projected growth for a time horizon of up to twenty years. The City shall demonstrate the insufficiency of said inventory by utilizing and conforming with the *Projection Methodology Guidelines of the Ministry of Municipal Affairs and Housing – 1995* (the "*Guidelines*"), and by conforming with the *Provincial Policy Statement* issued under section 3 of the *Planning Act of Ontario*, which came into effect by Order in Council No. 746-96 on May 22, 1996.

Notwithstanding the generality of Article 13.1 (b) above, when utilizing the *Guidelines* in the calculation of the Total Land Requirements of the City, there shall be included in the calculation of "designated vacant lands" the total area of all lands in the City which have not been fully developed in accordance with applicable zoning and/or official plan provisions, regardless of ownership.

13.2 For greater certainty, the municipalities agree that any disagreement arising among them concerning implementation or interpretation of Article 13.1 (b) above shall be referred to mediation and then arbitration in accordance with the provisions of Article 14 below.

13.3 Notwithstanding Article 13.1 or any other provision of this agreement, the municipalities agree that minor boundary changes between the City and County may be required from time to time and may be effected by a mutual agreement of the City, the County and the affected County municipality requesting a restructuring order to be signed by the Minister of Municipal Affairs and Housing or by such procedure as the Province of Ontario may in future enact for these purposes.

14.0 **DISPUTE RESOLUTION:**

14.1 **Mediation:** A dispute arising out of the interpretation of this agreement may be resolved through mediation by way of a mediator agreed to by the municipalities to this agreement. If the municipalities cannot agree on a mediator or the dispute is not resolved through the mediation, the matter in dispute shall be referred to arbitration as set out in section 14.2 below.

14.2 **Arbitration:** An dispute arising out of the interpretation of this agreement may be referred to arbitration to resolve the dispute in accordance with the provisions of the *Arbitrations Act, 1991*. The appointment of the arbitrator and the conduct of the arbitration will be governed by the provisions of the *Arbitrations Act, 1991*.

14.3 Where a dispute is referred to arbitration under subsection 2, the decision of the arbitrator shall be final.

14.4 The costs associated with mediation or arbitration proceedings under this section shall be shared equally between the municipalities if only two municipalities are parties to the mediation or arbitration, and shall be paid fifty percent by the City and the balance of the costs shared equally between the Town and the County if the three municipalities are parties to the mediation or arbitration.

15.0 AMENDMENTS:

15.1 The Town, the County and the City all agree that the municipalities may at any time amend any provision of this Agreement which does not become incorporated into and form part of the Minister's Order, provided that all municipalities agree to the amendment in writing.

16.0 OTHER PROVISIONS

16.1 This Agreement is conditional upon the issuance of an Order by the Minister implementing the restructuring proposal submitted by the municipalities.

16.2 This Agreement contains the entire agreement among the municipalities, and it is acknowledged and agreed that there are no other representations, warranties, conditions, collateral agreements, inducements or promises, oral or otherwise, affecting the relationship of the municipalities except as set out in this agreement.

16.3 The invalidity, illegality or unenforceability of any particular provision, article or sub-article in this Agreement shall not affect any other provisions of this Agreement, and the balance of this Agreement shall remain valid and in full force and effect notwithstanding any such invalidity, illegality or unenforceability.

16.4 The failure of a municipality or municipalities to require performance by the other or others of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision, nor shall the waiver of a breach of any provision by a municipality or municipalities be taken or be held to be a waiver of any further breach of the same provision or the breach of any other provision of this Agreement.

16.5 The municipalities recognize and agree upon their respective autonomous jurisdictions and their right to self-governance and undertake to work cooperatively on issues of mutual concern. The municipalities agree that they will not object to, cause delay of or otherwise involve themselves with regulatory approval or implementation of any transportation, water and wastewater servicing solutions chosen for implementation by the respective municipalities, so long as such are identified in the municipalities' master plans as these exist from time to time and approved by the appropriate regulatory authority.

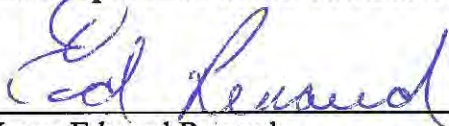
17.0 BINDING AGREEMENT

17.1 The municipalities agree that all provisions of this agreement, whether or not they are contained in the Minister's restructuring order, are binding among the municipalities.

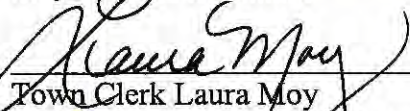
18.0 SIGNATURES:

18.1 The municipalities, by the respective persons authorized by the Town, the County and the City, are executing this agreement under seal.

The Corporation of the Town of Tecumseh




Mayor Edward Renaud




Town Clerk Laura Moy

The Corporation of the County of Essex

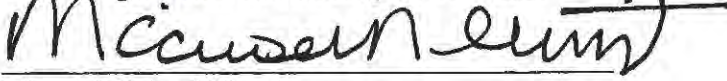


Warden Patrick O'Neil

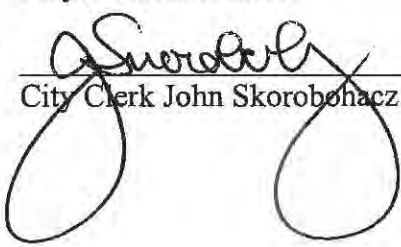


Clerk Mary Brennan

The Corporation of the City of Windsor



Mayor Michael Hurst



City Clerk John Skorobohacz







Schedule A

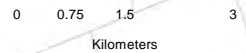
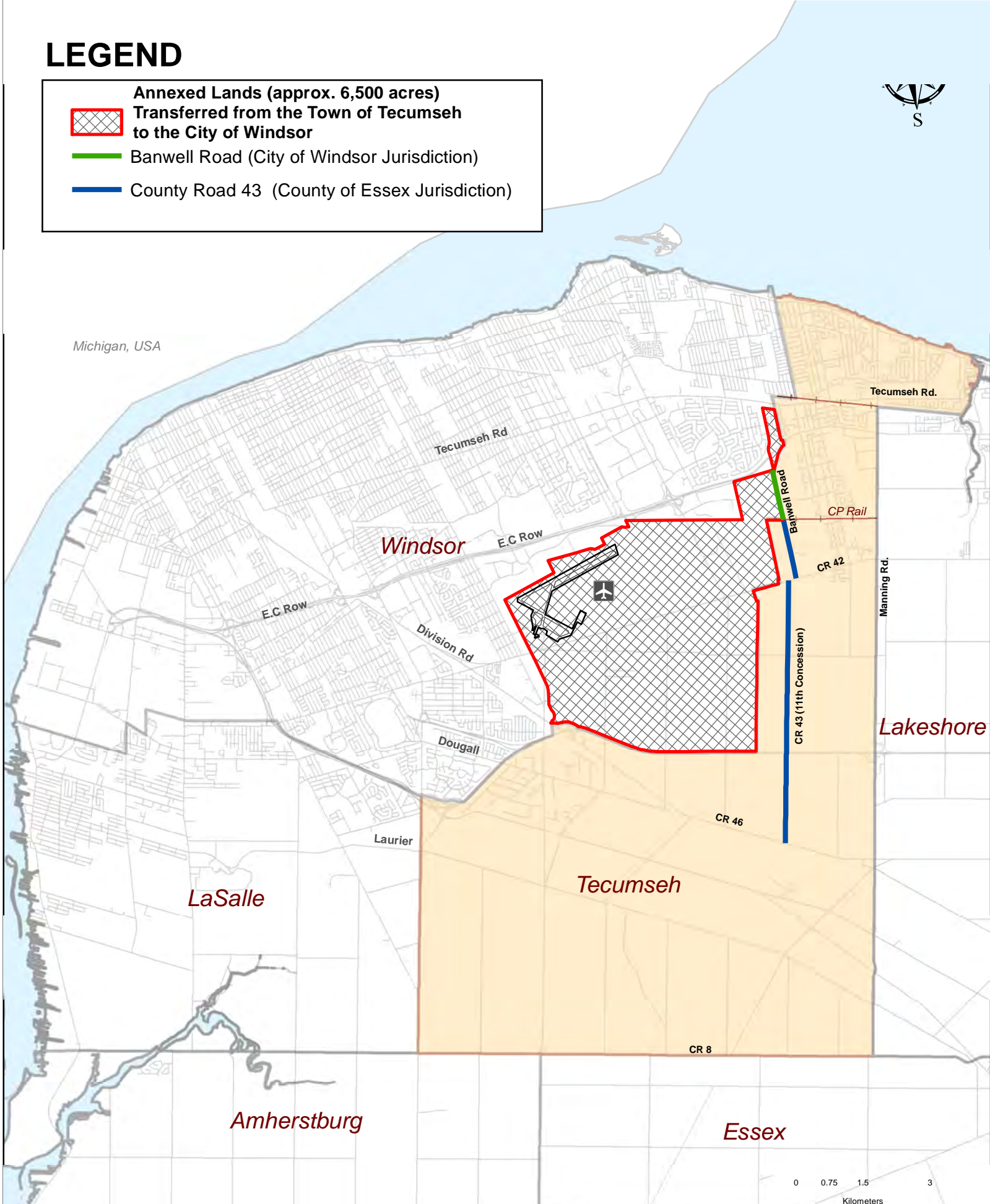
TOWN OF TECUMSEH - WATER DEPARTMENT

Watermains Within Proposed Boundary Adjustment

Street	From/To	Watermain Approximate Length (metres)					Approximate # of Customers			# of Fire Hydrants
		50mm	150mm	200mm	250mm	Total	Residential	ICI	Total	
<i>Under Town of Tecumseh Operation</i>										
Banwell Road	2325 Banwell to Intersection	415				415	3		3	0
Baseline Road	6690 to 9000 Baseline	693		675		1,369	11		11	7
County Road 42	Tenth to 8421 C.R. 42			607		607	10	3	13	3
Lauzon Road	3700 Lauzon to C.R. 42		1,147			1,147	14	1	15	10
Tenth Conc. (C.R. 17)	C.R. 42 to 4715 Tenth			2,580		2,580	21		21	13
Total		1,108	1,147	3,862	0	6,117	59	4	63	33
<i>Under Windsor Utilities Commission Operation</i>										
Baseline Road	CoW to 4745 Baseline	216	1,708			1,924			0	8
County Road 42	4325 C.R. 42 to Ninth		1,633		63	1,696			0	5
Eighth Concession	C.R. 42 to K.H. 401		444	1,895		2,339			0	5
Joy Road	Eighth to 5175 Joy		683			683			0	1
Ninth Concession	C.R. 42 to K.H. 401		3,082			3,082			0	14
Ray Road	Eighth to 5185 Ray		679			679			0	1
Seventh Concession	Baseline to 4145 Seventh			311		311			0	5
Total		216	8,229	2,206	63	10,714	0	0	0	39
TOTAL FOR AREA		1,324	9,376	6,068	63	16,831	59	4	63	72

LEGEND

-  Annexed Lands (approx. 6,500 acres)
-  Transferred from the Town of Tecumseh to the City of Windsor
-  Banwell Road (City of Windsor Jurisdiction)
-  County Road 43 (County of Essex Jurisdiction)



DISCLAIMER
 Conditions of Use
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Work Done	Author: jell
	HJK
	Date: 7/30/2020
	Scale:
	SCALE BAR

ANNEXED LANDS

Tecumseh - 2003

PROJECT No.

SHEET No.

County Road 43 Class Environmental Assessment (2009)

In 2009, the County of Essex completed the County Road 43 Environmental Study Report (CR43 ESR) as part of the Schedule C Municipal Class Environmental Assessment Study. The purpose of the study was to address the County Road 43/Banwell Road capacity and operating deficiencies as identified in the Essex Windsor Regional Transportation Master Plan (2005) resulting from anticipated growth within the Town of Tecumseh and the eastern section of the City of Windsor.

The CR43 ESR identified improvements to County Road 43 (CR43) from the CPR Tracks to south of County Road 42 (CR42), and identified the Technically Recommended Design as:

- Elimination of the offset intersections on CR42 at CR43 and the 11th Concession Road by realigning both intersections into a singular intersection to the west;
- Construct the realigned CR43 from CR42 to the CPR Tracks as an urban four-lane section with a raised median, street lighting, a sidewalk and multi-use pathway off-set with a boulevard area. The incorporation of at least two intersections to allow for future development;
- Construct and upgrade the 11th Concession Road from the south limit of the project to approximately 155-metres south of CR42 as a two-lane rural section with 2.5m partially paved shoulders. At least one intersection along this section will be provided for access for future development;
- Construct access points on the existing CR43 and 11th Concession Road in order for the termination of direct connection to CR42 and the installation of cul-de-sacs;
- Drainage improvements, including new storm sewer systems for the realigned CR43.

A copy of the Technically Recommended Design (Figure 7-2, Sheet 1 to 6) has been appended to this Attachment.

Subsequent to the CR43 ESR, the Ministry of Transportation, City of Windsor and County of Essex completed the Lauzon Parkway Improvements Environmental Study Report in 2014. The study's main components included the Lauzon Parkway extension to Highway No.3, County Road 42 (from Walker Road to County Road 25 (East Puce Road)) and the future East-West Arterial Road in the City of Windsor. The Lauzon Parkway ESR incorporated the findings from the 2009 CR43 ESR, and updated the proposed realigned CR43/CR42 signalized intersection to a full roundabout.

County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study



PROPOSED 1.5m SIDEWALK
LIMIT OF STUDY

EXISTING PROPERTY LINE

PROPOSED PROPERTY LINE

CONCESSION 11

POSSIBLE FUTURE ROAD

CULVERT No. 7
CULVERT DIA. : TO BE DETERMINED
PROPOSED CULVERT

0.060ha (1)

PROPOSED 1.5m SIDEWALK

0.021ha (2)

0.201ha (3)

CULVERT No. 6
CULVERT DIA. : TO BE DETERMINED
PROPOSED CULVERT

POSSIBLE FUTURE ROAD

MATCH LINE STA. 1+386

FUTURE ROAD PROFILE

-0.300%

LEGEND:

	Proposed ROW Extension
	Existing Property Line
	Proposed Right-of-Way
	Proposed Road
	Median
	Shoulder
	Side Walk
	Multi-Use Trail
	Landscape Area
	Property (Area) to be acquired Over Land Flow Direction
	Prop. Storm Manhole



DRAWING NAME: C:\Users\jw07101\Documents\essex\COUNTY ROAD_43_L_PDF.dwg Jul 13, 2009

EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
					DESIGN				
					DRAWN BY				
					CHECKED				
					APPROVED				
					DATE				

CONSULTANT OR DIVISION

Giffels
An IBI Group Company
Giffels Associates Limited
Consulting Engineers and Architects

ENGINEER'S STAMP

THE CORPORATION OF THE
COUNTY OF ESSEX



COUNTY ROAD 43/BANWELL ROAD
STA. 1+000 TO STA. 1+386

COUNTY ROAD 43/BANWELL ROAD EA
C.P.R. TO
SOUTH OF COUNTY ROAD 42

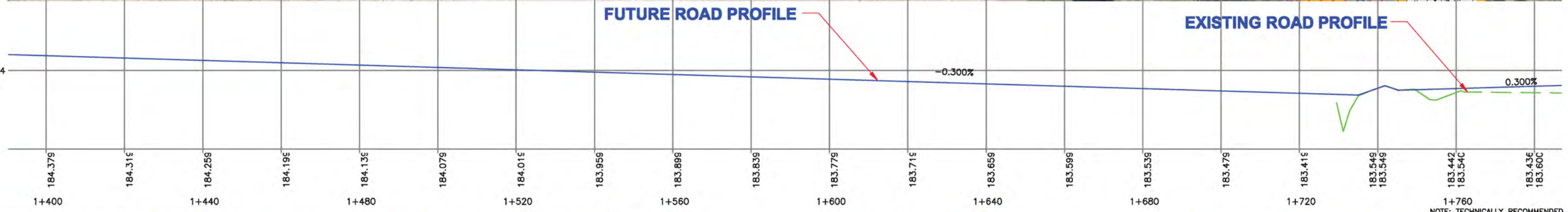
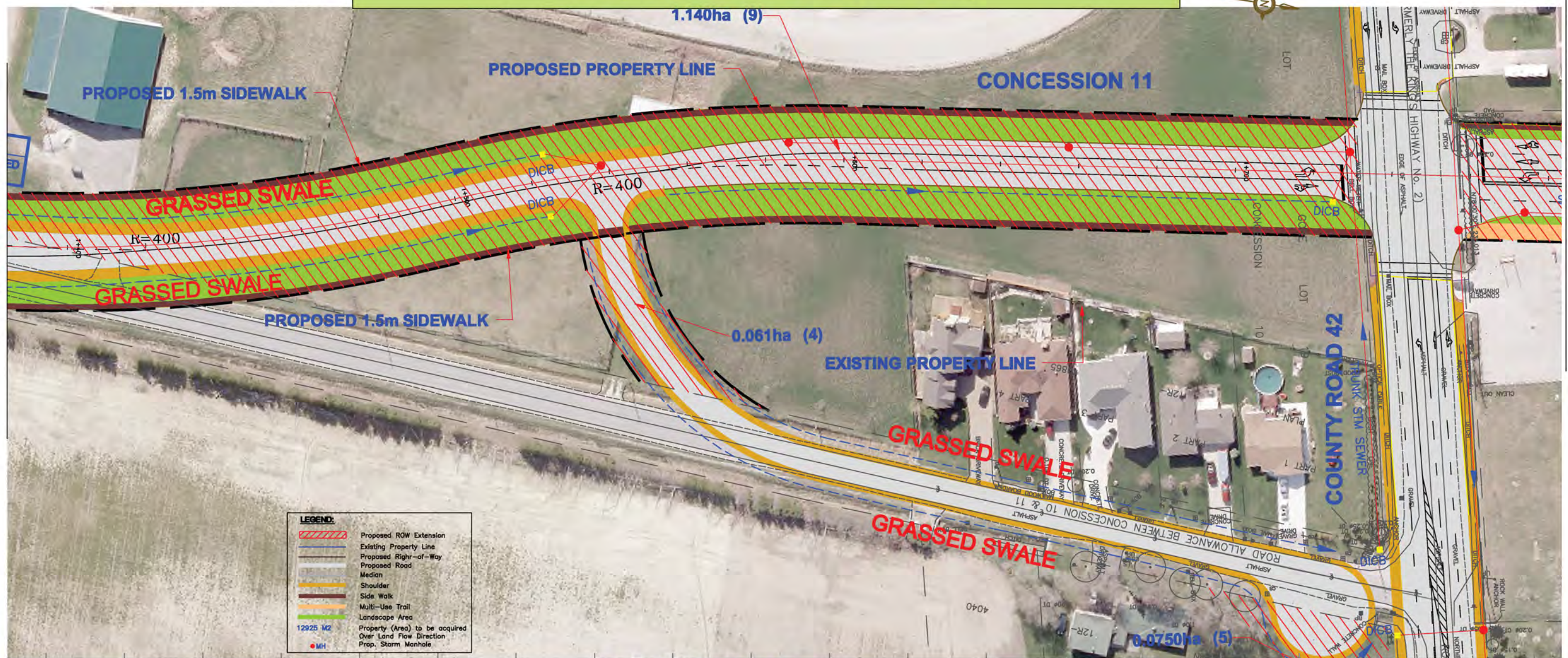
FILE NO. 7-2
SHEET No. 1
PLAN FILE No.

NOTE: TECHNICALLY RECOMMENDED DESIGN

County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study

MATCH LINE STA. 1+386

MATCH LINE STA. 1+786



NOTE: TECHNICALLY RECOMMENDED DESIGN

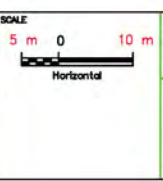
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					APPROVED				
					DATE				

CONSULTANT OR DIVISION

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Giffels Associates Limited
Consulting Engineers and Architects

ENGINEER'S STAMP

THE CORPORATION OF THE COUNTY OF ESSEX



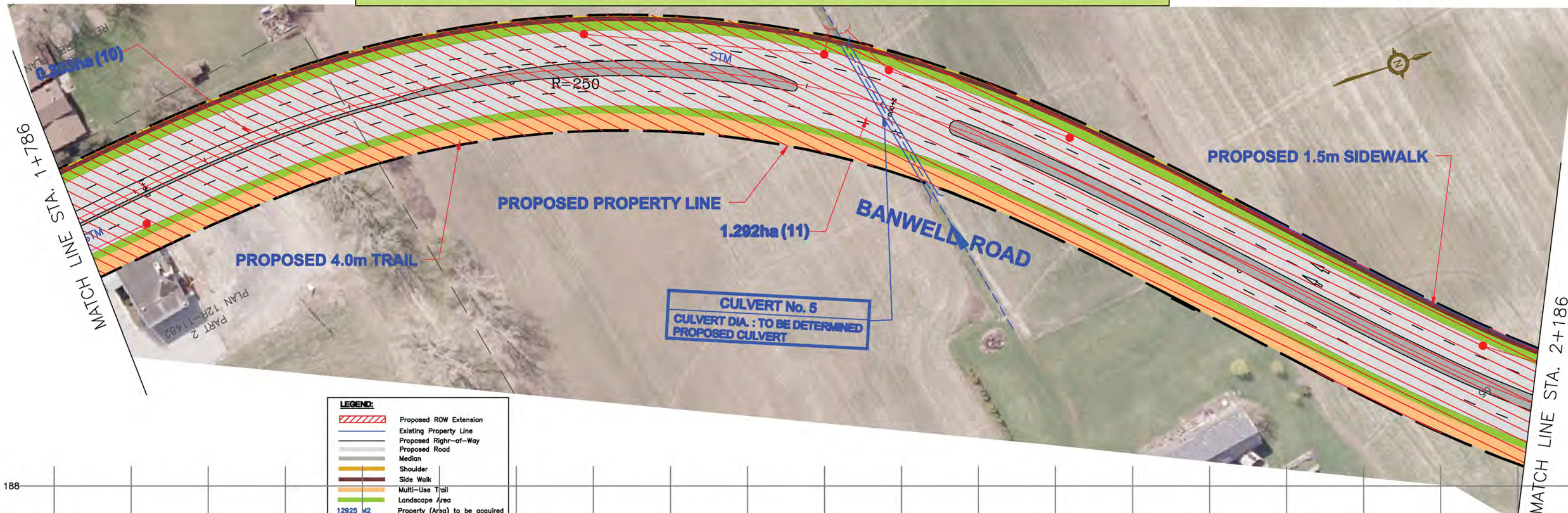
COUNTY ROAD 43/BANWELL ROAD
STA. 1+386 TO STA. 1+786

COUNTY ROAD 43/BANWELL ROAD EA
C.P.R. TO
SOUTH OF COUNTY ROAD 42

FIG. NO. 7-2
SHEET No. 2
PLAN FILE No.

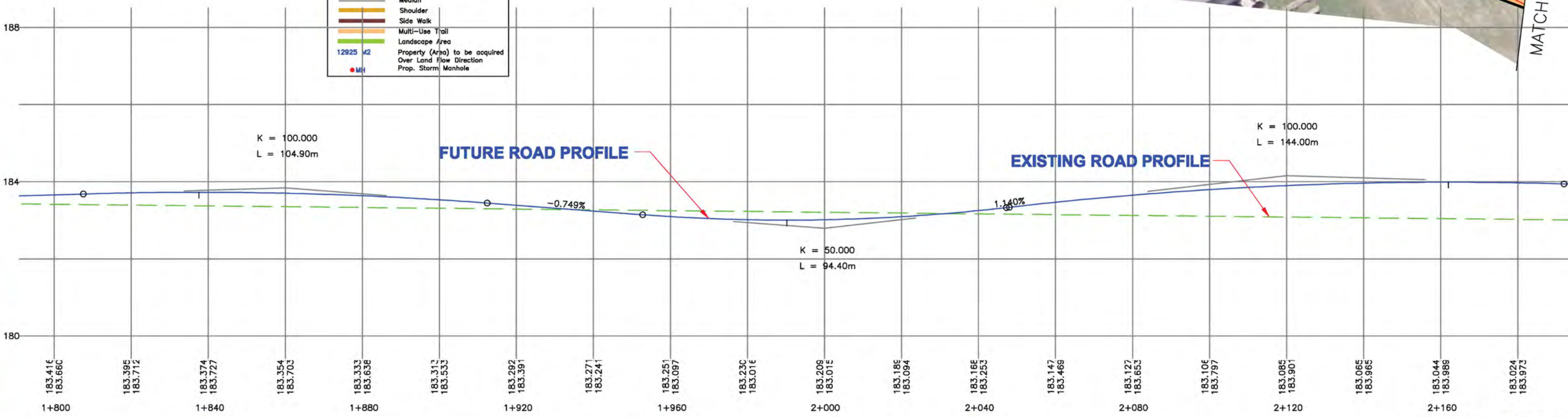
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**County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study**



LEGEND:

	Proposed ROW Extension
	Existing Property Line
	Proposed Right-of-Way
	Proposed Road
	Median
	Shoulder
	Side Walk
	Multi-Use Trail
	Landscape Area
	Property (Area) to be acquired Over Land Flow Direction
	Prop. Storm Manhole

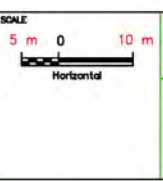


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EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
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					OFFICE PROJECT				
					W06225				

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Consulting Engineers and Architects

THE CORPORATION OF THE COUNTY OF ESSEX

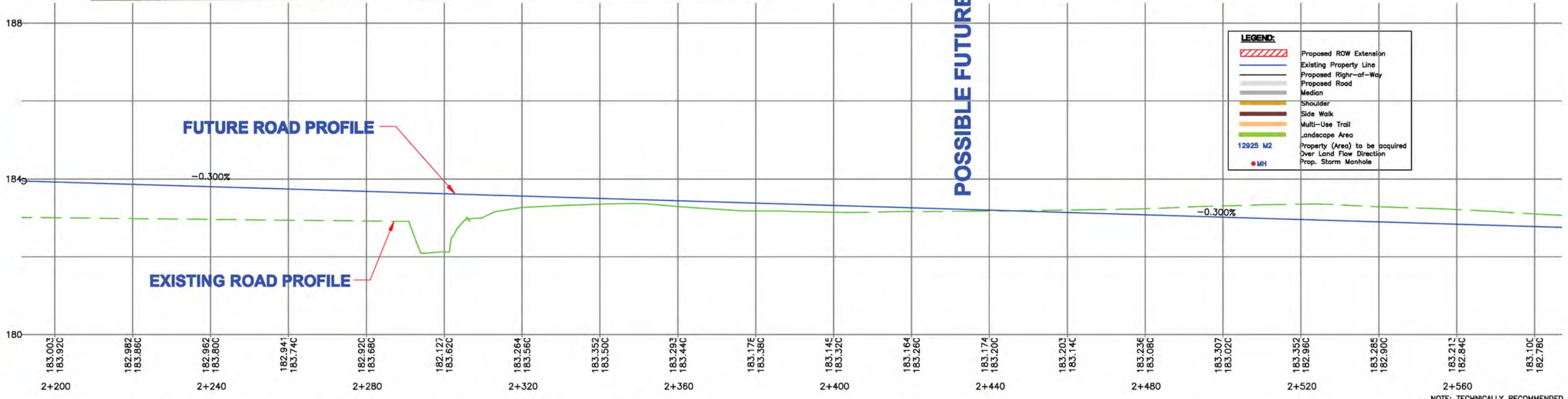
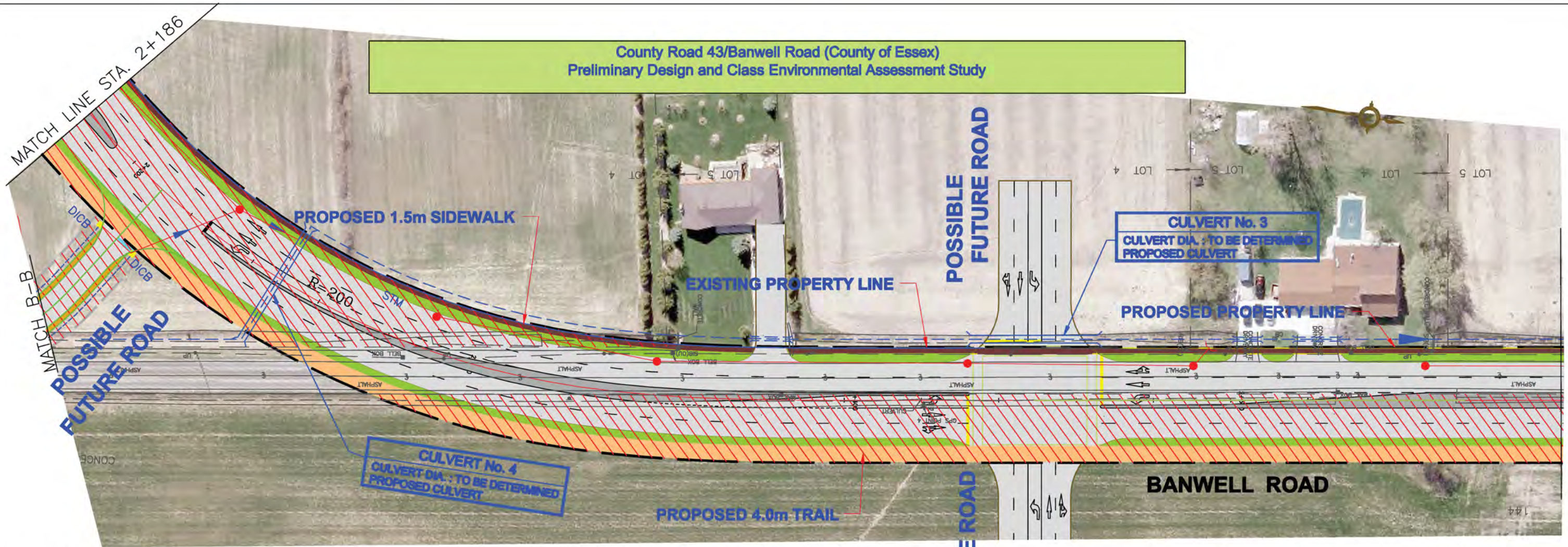


COUNTY ROAD 43/BANWELL ROAD
STA. 1+786 TO STA. 2+186
COUNTY ROAD 43/BANWELL ROAD EA
C.P.R. TO
SOUTH OF COUNTY ROAD 42

FILE NO. **7-2**
SHEET No. **3**
PLAN FILE No.

NOTE: TECHNICALLY RECOMMENDED DESIGN

County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study



LEGEND:

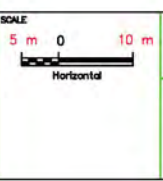
- Proposed ROW Extension
- Existing Property Line
- Proposed Right-of-Way
- Proposed Road
- Median
- Shoulder
- Side Walk
- Multi-Use Trail
- Landscape Area
- Property (Area) to be acquired
- Over Land Flow Direction
- Prop. Storm Manhole

DRAWING NAME: C:\Users\jw07101\500-000\COUNTY ROAD_43_L_PDF.dwg Jul 13, 2009

EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT
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					DRAWN BY				
					CHECKED				
					APPROVED				
					DATE				
					OFFICE PROJECT				
					W06225				

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 Giffels Associates Limited
 Consulting Engineers and Architects

THE CORPORATION OF THE COUNTY OF ESSEX



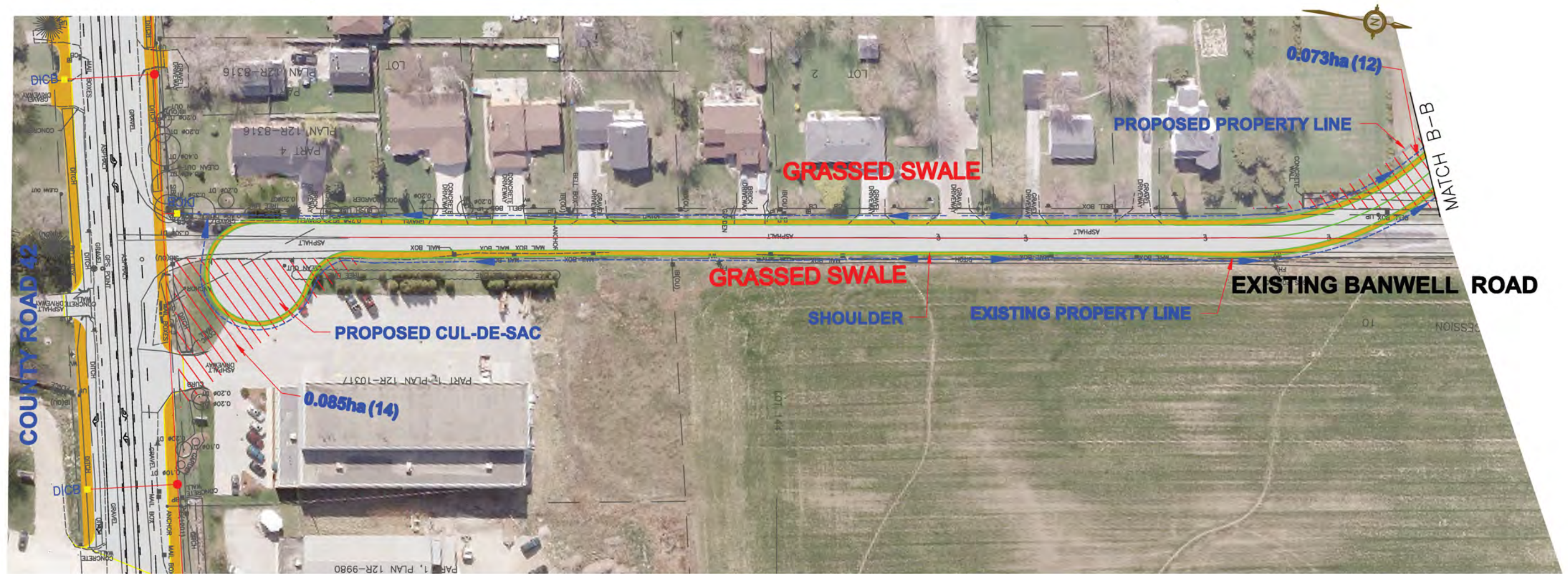
COUNTY ROAD 43/BANWELL ROAD
 STA. 2+186 TO STA. 2+586

COUNTY ROAD 43/BANWELL ROAD EA
 C.P.R. TO
 SOUTH OF COUNTY ROAD 42

FILE NO. **7-2**
 SHEET No. **4**
 PLAN FILE No.

NOTE: TECHNICALLY RECOMMENDED DESIGN

County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study



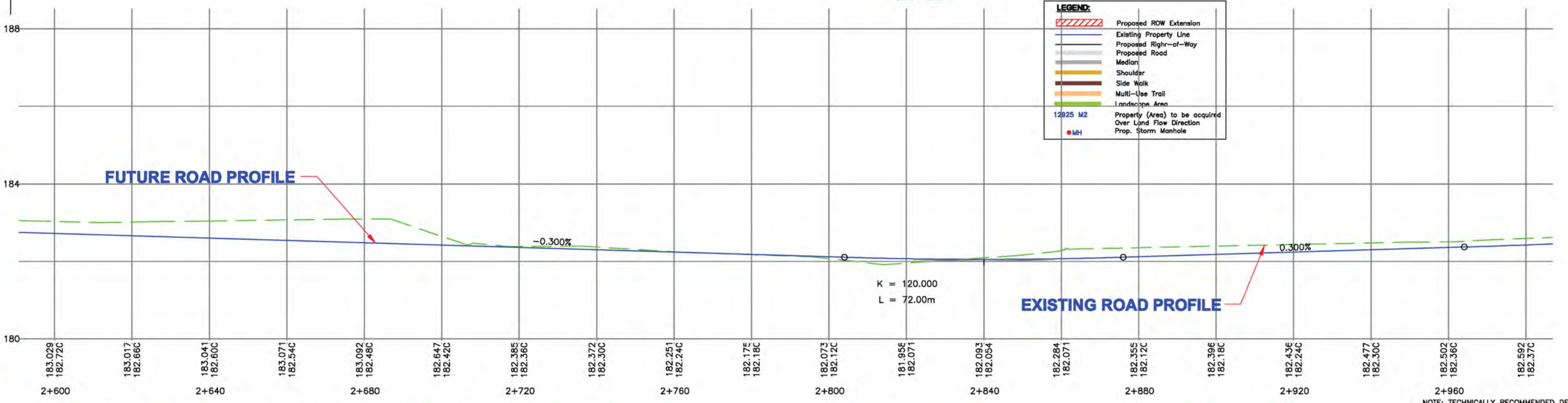
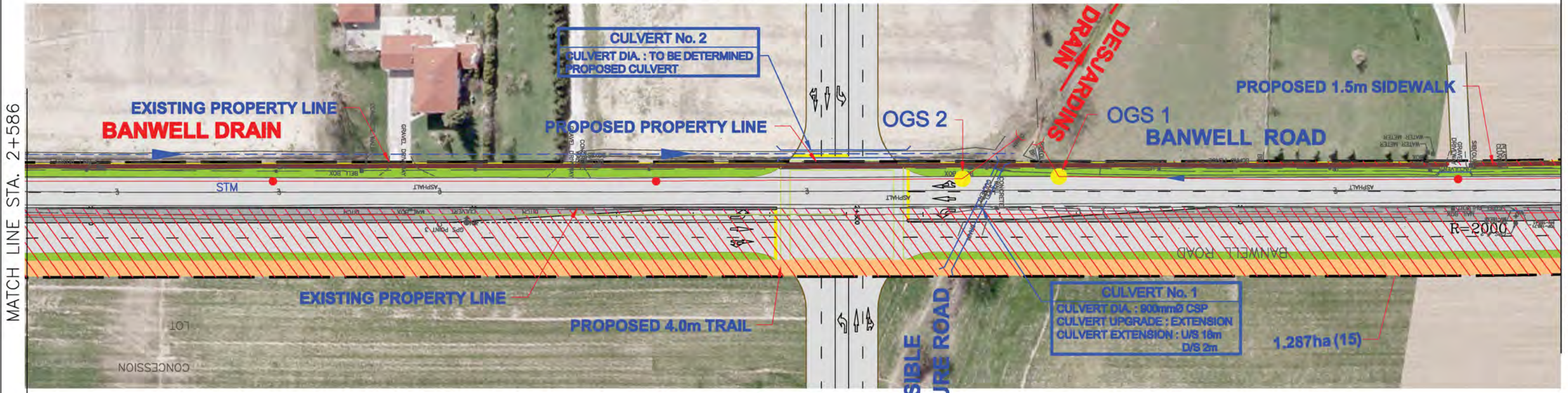
LEGEND:	
	Proposed ROW Extension
	Existing Property Line
	Proposed Right-of-Way
	Proposed Road
	Median
	Shoulder
	Side Walk
	Multi-Use Trail
	Landscape Area
	Property (Area) to be acquired Over Land Flow Direction
	Prop. Storm Manhole

NOTE: TECHNICALLY RECOMMENDED DESIGN

EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT OR DIVISION	ENGINEER'S STAMP	SCALE	TITLE	FIG. NO.
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				DRAWN BY					<p>COUNTY ROAD 43/BANWELL ROAD EA</p>				4A	
				CHECKED					<p>C.P.R. TO SOUTH OF COUNTY ROAD 42</p>					
				APPROVED										
				DATE										
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					W06225									

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County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study



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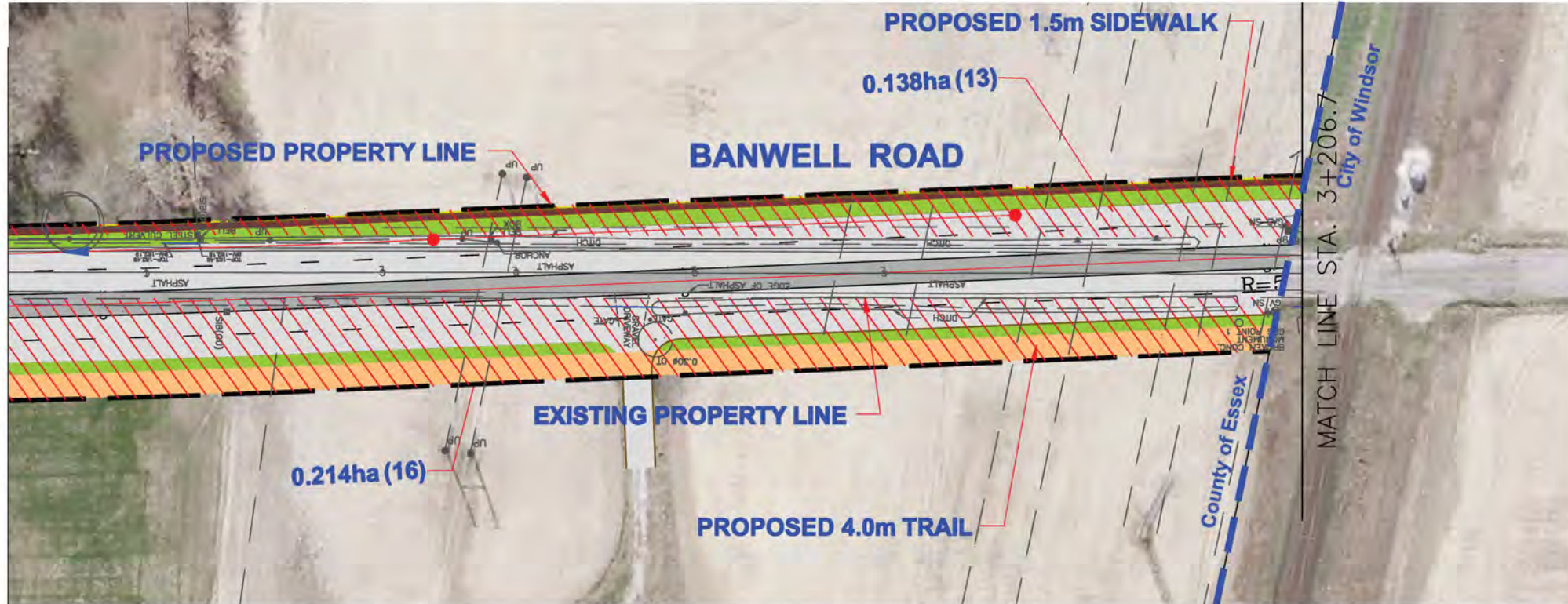
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				DATE										
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NOTE: TECHNICALLY RECOMMENDED DESIGN

County Road 43/Banwell Road (County of Essex)
Preliminary Design and Class Environmental Assessment Study

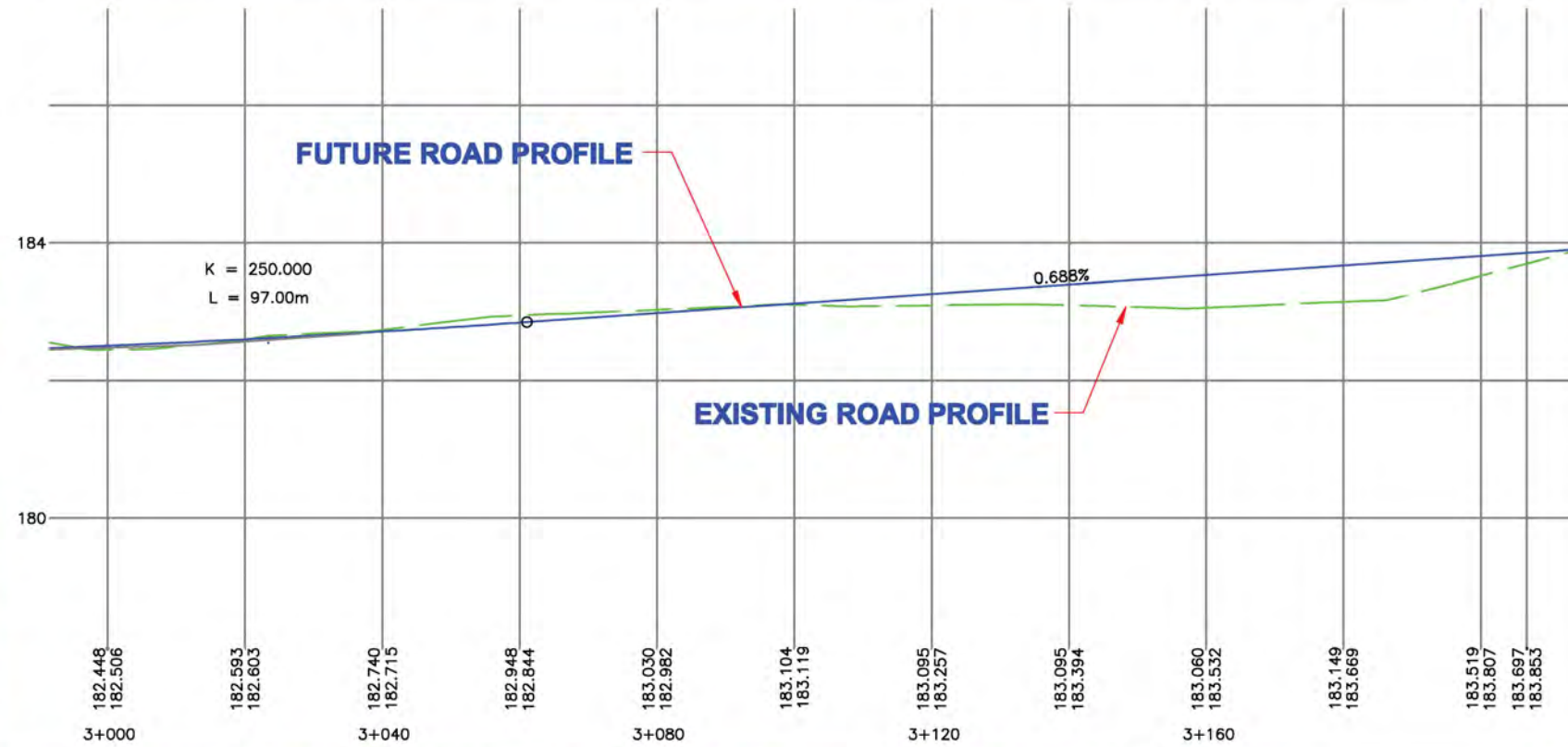


MATCH LINE STA. 2+986



LEGEND:

	Proposed ROW Extension
	Existing Property Line
	Proposed Right-of-Way
	Proposed Road
	Median
	Shoulder
	Side Walk
	Multi-Use Trail
	Landscape Area
	Property (Area) to be acquired Over Land Flow Direction
	Prop. Storm Manhole



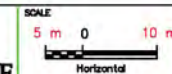
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EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT OR DIVISION	ENGINEER'S STAMP
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					APPROVED						
					DATE						
					OFFICE PROJECT						
					W06225						

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An IBI Group Company
Giffels Associates Limited
Consulting Engineers and Architects



THE CORPORATION OF THE
COUNTY OF ESSEX



COUNTY ROAD 43/BANWELL ROAD
STA. 2+986 TO STA. 3+206.7
COUNTY ROAD 43/BANWELL ROAD EA
C.P.R. TO
SOUTH OF COUNTY ROAD 42

FIG. NO. **7-2**
SHEET No. **6**
PLAN FILE No.

Jul 14, 2009

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The Corporation of the

MAYOR – MAIRE
GARY McNAMARA

DEPUTY MAYOR – SOUS MAIRE
TOM BURTON

917 LESPERANCE ROAD
TECUMSEH, ONTARIO • N8N 1W9

PHONE (519) 735-2184
FACSIMILE (519) 735-6712
www.town.tecumseh.on.ca



Town of Tecumseh

PLANNING AND BUILDING SERVICES DEPARTMENT

COUNCILLORS - CONSEILLERS
JOE BACHETTI
MARCEL BLAIS
GUY DORION
JOIE JOBIN
RITA OSSINGTON

Director of Planning and Building Services
BRIAN HILLMAN

Planning Technician
ENRICO DE CECCO

Secretary-Treasurer to the Committee of
Adjustment
BARBARA O'NEIL

July 30, 2007

Tom Bateman, P. Eng.
Corporation of the County of Essex - and -
360 Fairview Avenue West
Essex, ON
N8M 1Y6

Victor Mata, P. Eng.
Corporation of the County of Essex
360 Fairview Avenue West
Essex, ON
N8M 1Y6

Re: County Road 43 Municipal Class Environmental Assessment

Dear Tom and Victor:

Please be advised that the Planning and Building Services Committee, at its meeting held July 25, 2007, passed the following resolution, which you will find self-explanatory:

"MOTION: (PC-37/07) **Moved by Councillor Joe Bachetti**
Seconded by Councillor Joie Jobin

That the Planning and Building Services Committee, in accordance with the B. Hillman, July 19, 2007 Planning Report, recommend Council:


- 1. Support the B. Hillman Planning Report dated July 19, 2007 regarding Banwell Road/County Road 43 Municipal Class Environmental Assessment and that Council support design comments i) to vi) contained therein;***
- 2. Forward a copy of the noted B. Hillman Planning Report dated July 19, 2007 to the County of Essex and Giffels Associates Limited for consideration as part of the Banwell Road/County Road 43 Municipal Class Environmental Assessment process.***

CARRIED"

In addition, please find attached the aforementioned B. Hillman, July 25, 2007 Planning Report for your information.

I trust this is to your satisfaction. Please contact me if you have any questions.

Regards,


Enrico De Cecco, B.A. (Hons)
Planning Technician

cc. Jim Breschuk, P. Eng. (cover letter only)
Len Rach, Project Manager – Giffels Associates Limited (VIA EMAIL)

ATTACH..

MAYOR – MAIRE
GARY McNAMARA
DEPUTY MAYOR – SOUS MAIRE
TOM BURTON
COUNCILLORS - CONSEILLERS
JOE BACHETTI
MARCEL BLAIS
GUY DORION
JOIE JOBIN
RITA OSSINGTON

917 LESPERANCE ROAD
TECUMSEH, ONTARIO • N8N 1W9

PHONE (519) 735-2184 • FACSIMILE (519) 735-6712
www.tecumseh.ca

THE CORPORATION OF



TOWN OF TECUMSEH PLANNING AND BUILDING SERVICES DEPARTMENT

PLANNING REPORT

Director of Planning and Building Services
BRIAN HILLMAN

Planning Technician
ENRICO DE CECCO

Secretary-Treasurer to the
Committee of Adjustment
BARBARA O'NEIL

6.6

JUL 25 2007

PRESENTED AT
PLANNING & BUILDING
SERVICES
MEETING

TO: Members of the Planning and Building Services Committee
FROM: Brian Hillman, B.A., M.A., Director of Planning and Building Services
DATE: July 19, 2007
SUBJECT: Banwell Road/County Road 43 Municipal Class Environmental Assessment

RECOMMENDATIONS:

It is recommended that:

1. The Planning and Building Services Committee recommend Council support the B. Hillman Planning Report dated July 19, 2007 regarding Banwell Road/County Road 43 Municipal Class Environmental Assessment and that Council support design comments i) to vi) contained therein;
2. A copy of the noted B. Hillman Planning Report dated July 19, 2007 be forwarded to the County of Essex and Giffels Associates Limited for consideration as part of the Banwell Road/County Road 43 Municipal Class Environmental Assessment process.

BACKGROUND:

The County of Essex has retained Giffels Associates Limited to conduct a Municipal Class Environmental Assessment ("EA") regarding the widening and realignment of a portion Banwell Road/County Road 43. The study area extends from the CP Railway to south of the County Road 42 intersection.

Giffels Associates Limited has also been retained by the City of Windsor to undertake the EA for that portion of Banwell Road in the City of Windsor, more specifically from the CP Railway northerly to Tecumseh Road.

A first Public Information Centre has been held for both of the foregoing EAs. The County is seeking formal comments from the Town for its EA. Mr. De Groot and the writer sit on Technical Steering Committees for both of the EAs.

COMMENTS:

Giffels Associates Limited has produced a number of alternative designs along the corridor with respect to the location of a realigned Banwell Road and its intersection with 42, location of new east/west road intersections and road patterns of the redundant road legs that will remain after the realignment.

Town Administration have reviewed the various alternatives with our engineering consultant, J. Breschuk of Dillon Consulting, and have also had discussions with some of the interested parties existing in the vicinity of the Banwell corridor. We offer the following comments for Councils consideration:

- i. Town Administration recommend that which is referred to as Alternative "E" in the EA documents as the preferred road alignment for Banwell Road/County Road 43 (refer to yellow road pattern on Map 1). Under this proposal, Banwell Road/County Road 43 is shifted westerly, with a new full intersection proposed at the approximate location of the former Danilo's property;
- ii. In order to achieve safe and efficient traffic flow, Town Administrations' preferred design alternative involves the closure of the existing Banwell Road/County Road 43 intersections at County Road 42. These remnant road sections are proposed to cul-de-sac at County Road 42 and will be connected to the realigned Banwell Road/County Road 43 (see Map 1 attached, items 1 and 2 for the segment south of 42 and items 3 and 4 for the segment north of County Road 42). The result will be reduced traffic flows for the existing homes that front these roads and improved traffic flow along County Road 42;
- iii. Between CP Rail and County Road 42, there is sufficient spacing to support two new intersections for future east/west roads. Town Administration supports the location of what is referred to as the Shields Extension at the intersection shown in red and labelled as item 5 on Map 1. This location best facilitates future development opportunities and road alignments to the east and west;
- iv. The northerly intersection shown as item 6 on Map 1 is proposed to be shifted southerly so that it does not interfere with the open drain crossing Banwell Road and so that it better facilitates future development opportunities and road alignments to the east and west;
- v. With regards to the cross section for the County Road 43 reconstruction, it is the County's preference that the cross-section has a centre median, consistent with that which is proposed for the portion of Banwell Road north of CP Railway and in the City of Windsor. Town Administration supports such a cross-section design, provided adequate urban design standards are applied that have the effect of "greening" and "softening" the corridor and optimize its use for alternative modes of transportation,

including walking and biking. It is therefore recommended that the corridor be designed with adequate tree and vegetative plantings and include a sidewalk on the west side and a 4 metre trail on the east side. This will facilitate the linkage of various future neighbourhoods and destinations (including shopping areas, schools, and recreation areas). To assist in illustrating the preferred design, we have edited one of the cross-sections provided by the County (see Drawing 1 attached);

- vi. There is a range of infrastructure either currently within or proposed within the Banwell Road/County Road 43 corridor. Prior to finalization of road design details, additional discussions are required between the Town and the County regarding the possible need to relocate infrastructure, create adequate servicing corridors and so on.

CONSULTATION:

Attendance at various meetings and discussions with staff representatives from the County of Essex, Town Engineering consultant J. Breschuk, P. Eng., Dillon Consulting, Department of Public Works and Environmental Services.

FINANCIAL IMPLICATIONS

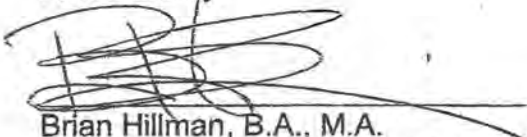
None at this time.

Prepared by:



Enrico De Cecco, B.A. (Hons)
Planning Technician

Reviewed by:



Brian Hillman, B.A., M.A.
Director of Planning and Building Services

Approved by:



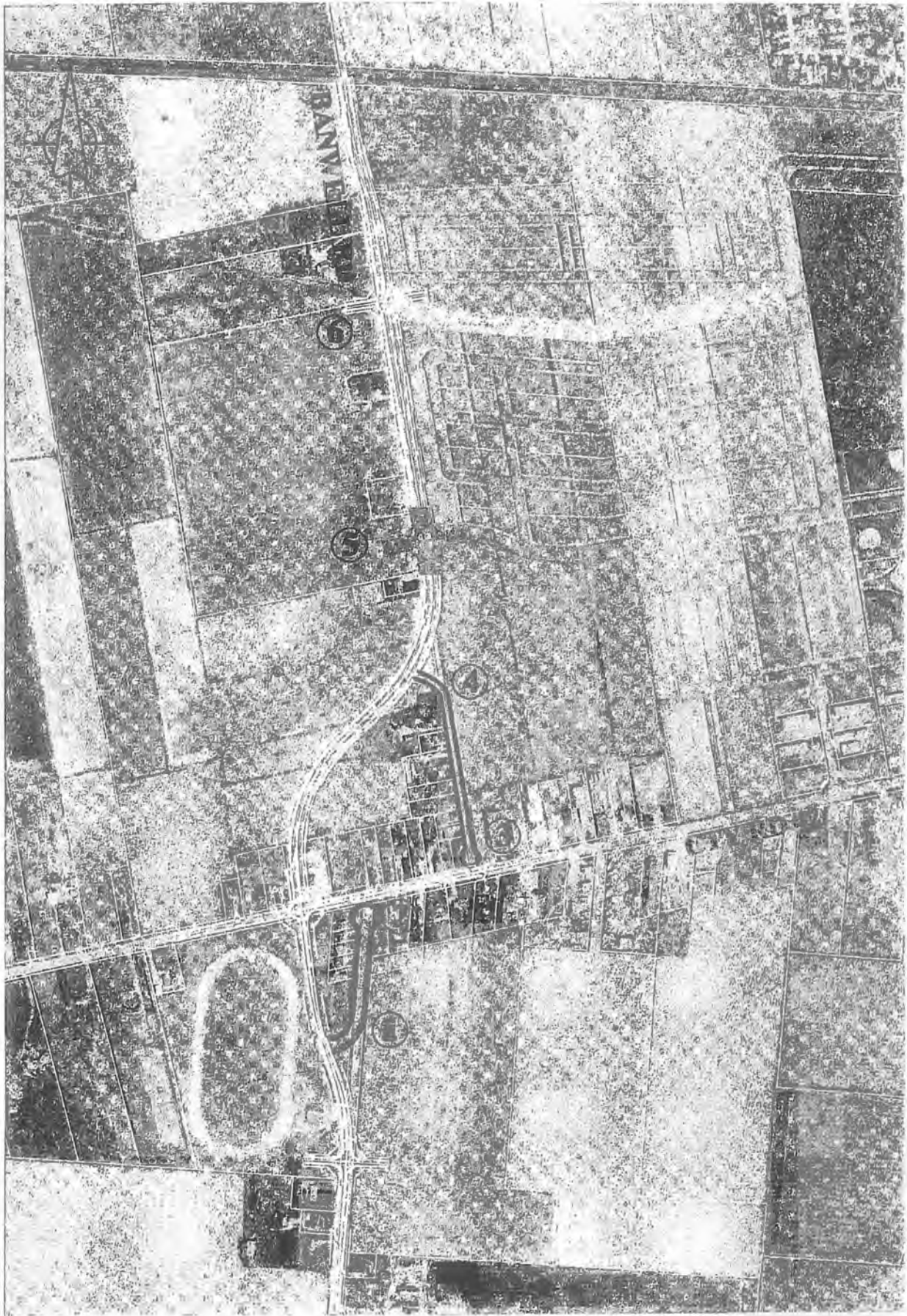
Luc Gagnon
Acting Chief Administrative Officer

BH:ed

Attachments (1): 1. Illustrative Map 1, 2. Cross Section

File Name (R:\Planning Reports\July 2007 Report re. Preferred Design Alternatives for Banwell Road EA.doc)

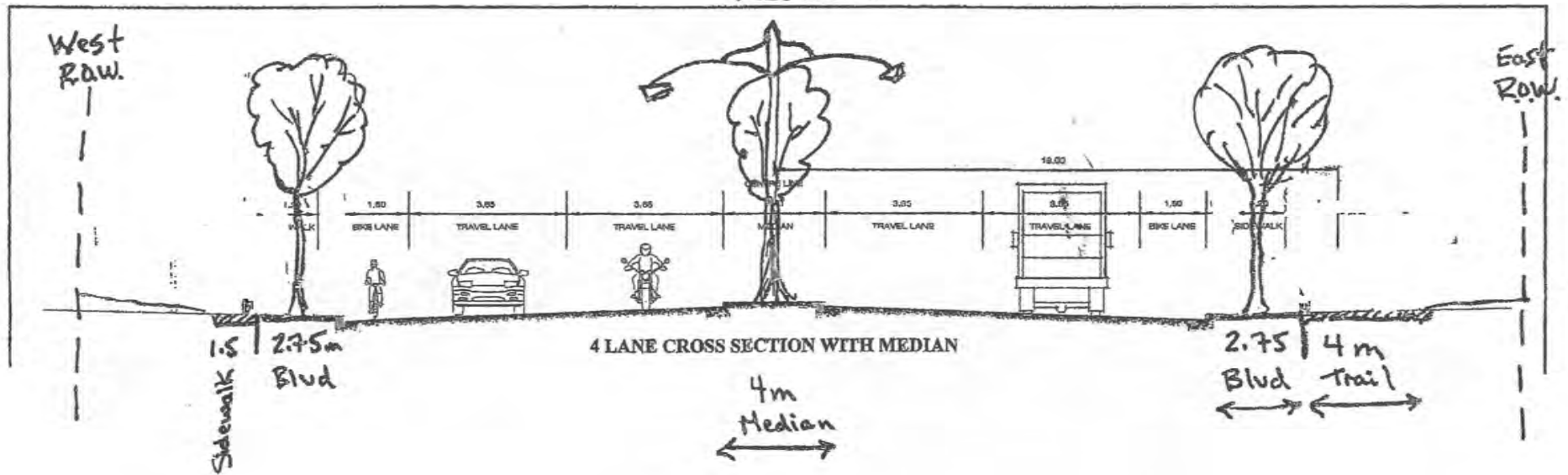
MAP 1



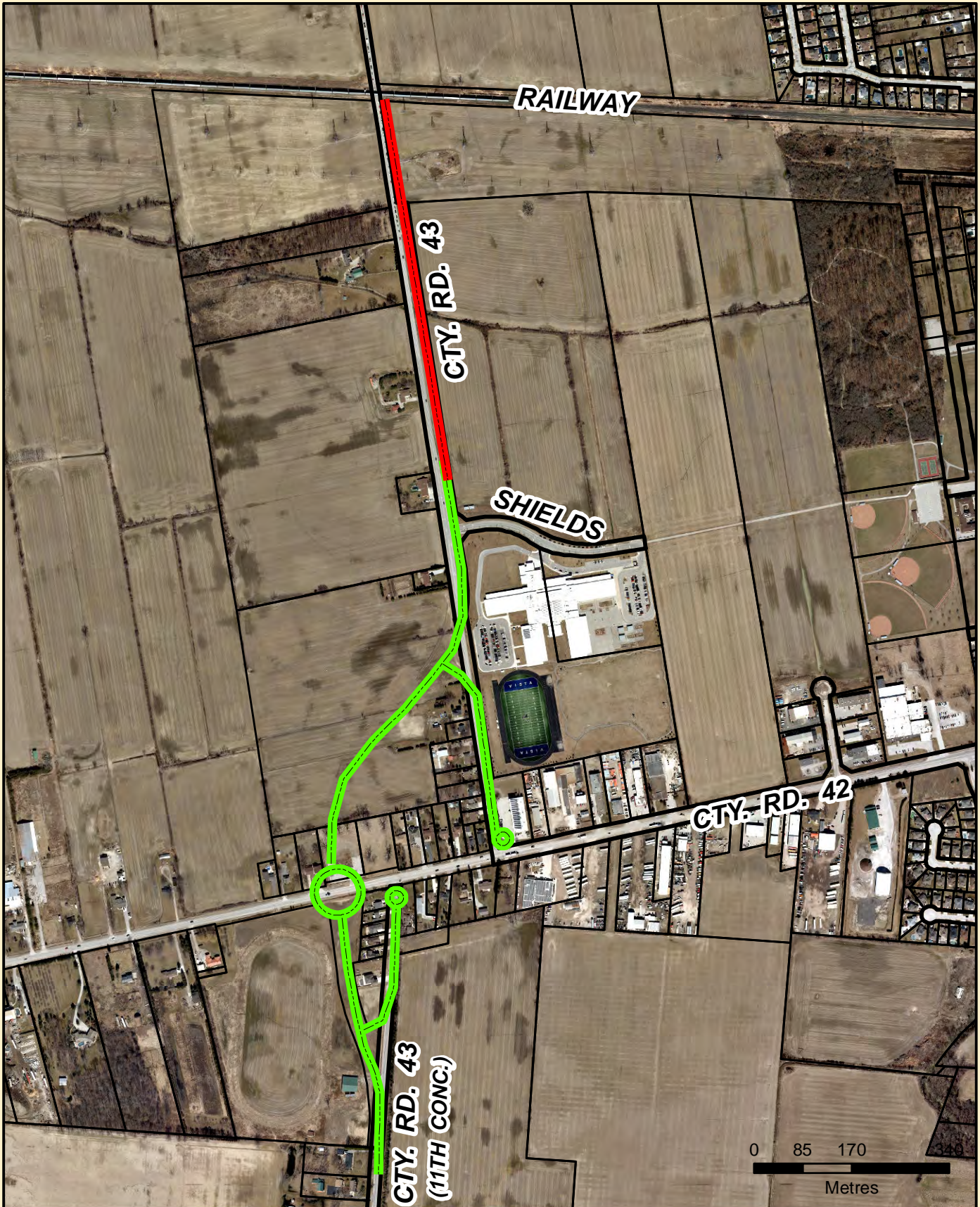
DRAWING 1

Town of Tecumseh Preferred Cross-Section BANWELL ROAD

relocate lighting to
Median



- Street Trees - 1 every 9 metres, planted in boulevard and in median, minimum 65 mm caliper



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:

- Limits of County Road 43 EA
Improvements Proposed By County
- Limits of County Road 43 EA
Improvements Not Being Considered
at This Time

**Attachment 4
Extent of CR43 ESR Limits**