Ontario Municipal Board
Commission des affaires municipales de l'Ontario

ISSUE DATE: June 26, 2017 **CASE NO(S).:** DC150020

PROCEEDING COMMENCED UNDER subsection 14 of the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended

Appellant (jointly):	851381 Ontario Ltd., James Sylvestre Developments Ltd., Jeannette Sylvestre In Trust
Subject:	Development Charges By-law No. 2015-67
Municipality:	Town of Tecumseh
OMB Case No.:	DC150020
OMB File No.:	DC150020
OMB Case Name:	James Sylvestre Developments Ltd. v. Tecumseh (Town)
Heard:	November and December, 2016 in Tecumseh, Ontario

APPEARANCES:

Parties	**Counsel**
Town of Tecumseh	E. Hooker
851381 Ontario Ltd. James Sylvestre Developments Ltd. Jeanette Sylvestre In Trust Jamsyl Group Inc. James Sylvestre	S. Mahadevan

Participant

860881 Ontario Limited (Valente Group)	J. Slopen

DECISION DELIVERED BY J. V. ZUIDEMA AND ORDER OF THE BOARD

[1] This 10-day hearing commenced on November 28, 2016. It did not conclude and as a result, counsel for the parties submitted closing argument in writing following the evidentiary portion of the hearing. Those materials were received just prior to the close of 2016 and those materials have been marked as Exhibits and included in the Board file.

[2] I had conducted a Pre-Hearing Conference ("PHC") earlier in the year. Following that PHC, a Procedural Order was issued which governed the proceedings. The Procedural Order set out the schedule for the hearing, the obligations of the parties and participant and the issues to be adjudicated.

[3] By way of some background contained in the Board's file, on or about October 13, 2015, the Town of Tecumseh ("Town") passed the Manning Road Secondary Plan Area ("MRSPA") Area-Specific Development Charge By-law No. 2015-67 ("ASDC By-Law"). The ASDC By-Law permits developing landowners within the MRSPA to cost-share in municipal infrastructure, specifically stormwater, sanitary and road works.

[4] James Sylvestre Developments Ltd., Jamsyl Group Inc., James and Jeannette Sylvestre and 851381 Ontario Ltd. (collectively "Appellants") jointly appealed the ASDC By-Law.

[5] In their appeal materials, the Appellants contended that in order to develop their land, they were required to enclose a portion of the Billargeon Drain as a temporary measure for storm water management, until a new regional pond was developed.

[6] They were advised by the Town that once the new central service was developed, they will be required to abandon the first system. The Appellants alleged that essentially they would be paying for two storm water management systems under this ASDC By-Law.

[7] In their view, this did not provide for the fair, cost-effective and equitable distribution of the services required for a specific development area. As such, the

Appellants sought to be excluded from this ASDC By-Law.

[8] A neighbouring property owner, 860881 Ontario Limited (“Valente Group”), attended the first PHC and was granted Participant status.

[9] It should be noted that while there are a number of landowners within the MRSPA, approximately 70% of the lands are owned by the Appellants and the Valente Group. These two entities, therefore, have the largest land holdings in the MRSPA.

[10] On the first day of the hearing, the Town brought a Motion to strike an issue from the Issues List. The first day and a portion of the second were taken in hearing submissions and adjudicating this Motion. The Board dismissed the Motion and I provided a ruling substantially as follows:

a. The Town of Tecumseh brings a Motion seeking the following relief:

   i) An Order of this Board dismissing Issue #5 as set out in the Issues List attached to the Board’s Procedural Order, which Procedural Order was issued on July 20, 2016; and

   ii) Costs for the Motion.

b. 851381 Ontario Ltd., James Sylvestre Developments Ltd., Jeannette Sylvestre in Trust, Jamsyl Group Inc., and James Sylvestre, collectively referred to as “the Appellants” vigorously oppose this Motion, stating that the Board needs to hear the evidence associated with this Issue in order to fully understand and critically assess the Development Charges By-Law, which is under appeal. Participant 860881 Ontario Limited, also referred to as the Valente Group, took no position.

c. My decision is that the Motion is dismissed and the relief sought is not granted. Issue #5 shall remain for adjudication and my reasons are as

follows.

d. First, pursuant to the *Statutory Powers Procedure Act*, the Board controls its process. This exercise of control is further supported through the Board's own *Rules of Practice and Procedure*. The issuance of the Procedural Order is an example of the Board's exercise of this jurisdiction.

e. The Issues List included as Attachment 2 to the Board's Procedural Order states that the "identification of an issue does not mean that all parties agree that such issue, or the manner of which the issue is expressed, is appropriate or relevant to the determination of the Board at the hearing. The extent to which these issues are appropriate or relevant to the determination of the Board at the hearing will be a matter of evidence and argument at the hearing."

f. So as a starting point, Issue #5 with which the Town takes exception has a caveat attached to it as expressed in the preamble. There is nothing preventing the Town to present evidence and cross-examine the witnesses for the Appellants on Issue #5, or to try to persuade the Board that the size and location of the SWM facility has been determined under the *Environmental Assessment Act* and it would not be appropriate for the Board to interfere with that decision.

g. Second, while I accept the Town's explanation that discussions were ongoing between the parties to try to scope or resolve issues, I do not find this explanation satisfactory in relation to Issue #5. Specifically, the Town knew as of July 20, 2016 that Issue #5 was in play. It could have sought an earlier Motion date to contest Issue #5 rather than leaving it to the first day of the hearing, after witness statements have been filed addressing Issue #5.

h. To put it bluntly, if Issue #5 was such a serious concern for the Town, one would have thought that raising that concern sometime after July 20, 2016

would have been in order rather than waiting an additional four months. The Board takes an adverse inference associated with this delay.

i. Third, the Board's jurisdiction pursuant to the *Development Charges Ac*t ("DCA") is expressly stated under ss. 16(3) and (4). Those two subsections set out the Board's powers and the limitation on those powers. Because a process has been completed under the *Environmental Assessment Act*, ("EAA") that in and of itself, does not limit the Board's capacity to dismiss an appeal in whole or in part, order a municipal council to repeal or amend the DC by-law or repeal or amend the DC by-law in a manner as the Board may determine.

j. The case law sets out that the Board's ability and obligation to evaluate the DC by-law should not be unduly restricted. The Appellants are afforded the opportunity to test the merits of the DC by-law and examine the validity of the reasoning behind it.

k. Issue #5 asks "Have the location and sizing of the SWM Facility been appropriately determined?" The suggestion made to me that by adducing evidence on this issue, the Board is put into a precarious position to determine the appropriate size and location of the SWM Facility, is an erroneous extension.

l. The Board understands that the size and location of the SWM Facility are determinations made pursuant to the EAA. This appeal under the DCA is not be used to substitute for a possible missed opportunity to file a request under the EAA.

m. The Board accepts Ms. Mahadevan's suggestion that the appropriateness of the size and location of the SWM Facility are inputs to critique the ASDC By-Law. It is the ASDC By-Law that is before me. In order to properly discharge my obligation under the Act, I will not disproportionately confine the evidence

which may be necessary for me to fully appreciate the alleged deficiencies in this by-law.

n. In the same vein, the Town will not be limited in its evidence or argument that the alleged deficiencies are not justified.

o. Just as my colleagues, Vice Chair Hussey and former Associate Chair Lee in the Orangeville decision stated, “once a municipality has embarked on a particular methodology such as population, it is open to any appellant to examine the validity of the requisite reasoning, the accompanying concepts, the accuracy of the data and all the logical and consequential trails leading to the final outcomes. In that sense, although [the] [*sic*] municipality has the freedom to choose, the methodology chosen is not immunised from critique, if there are alleged flaws and defects.” [Ex. 7, tab 8, para. 26]

p. This determination on a Motion to strike a specific issue does not offend the *ratio decendi* of Justice O’Leary in the Kaitlin decision [Ex. 4, tab 3]. He states that it is not for the Ontario Municipal Board to “determine whether Bayview Avenue is to be shifted, and if shifted, where the new road will be located.” [para. 3] In this case, I do not have the jurisdiction to determine if the SWM Facility should be resized and/or relocated. That is beyond the powers as expressed under ss. 16(3) DCA.

q. But that does not mean I cannot hear evidence on the appropriateness of the size and location of the SWM Facility in order to assess the validity of the ASDC By-Law which attributes a specific charge for that SWM Facility.

r. Finally, the Town raised an argument that the monetary amount should not be used as a threshold to assess the reasonableness or lack thereof, for the by-law. I have heard that almost $12 Million are identified for the SWM Facility, which represents over 90% of the charge. I heed the comments of my colleague Vice Chair McKenzie in the Morais decision wherein he states

> "in the context of development charges, monetary issues are policy issues by virtue of the fact that the Act is directed to monetary consideration concerning growth and infrastructure, and contemplates municipal councils exercising the powers bestowed in the connection therewith. The Appellants acknowledge that Council maintains the exclusive right to exercise choice and decide policy issues within the framework of the Act. Any suggestion, therefore, of a distinction between a policy issue and a monetary issue is a false separation." [Ex. 4, tab 1, para. 49]

s. Therefore, for the following reasons, the Town's Motion is hereby dismissed.

t. Concerning the request for costs on this Motion, I will hear submissions on costs following the hearing on the merits, should such a request still be pursued by the parties on this Motion or of the hearing proper.

[11] Following this ruling, the hearing proper commenced. On behalf of the Appellants, I heard from the following expert witnesses:

a. Mr. Daryl Keleher, qualified and accepted as an expert Planner and Economist with particular emphasis on land use planning, land economics and municipal finance;

b. Ms. Julie Bottos, qualified and accepted as an expert Engineering Technician and Technologist with particular emphasis in cost sharing, development charges and development group agreements;

c. Ms. Sarah Kurtz, qualified and accepted as an expert Engineer with particular emphasis on stormwater design;

[12] On behalf of the Participant Valente Group, I heard from:

a. Mr. Steven Valente, who is an officer of the company.

[13] On behalf of the Town, I heard from:

a. Mr. Brian Hillman, qualified and accepted as an expert Planner with particular emphasis on planning and development review. Mr. Hillman is the Director of Planning for the Town;

b. Mr. Flavio Forest, qualified and accepted as an expert Civil Engineer;

c. Mr. Gary Scandlan, qualified and accepted as an expert Economist with particular emphasis on land economics and development charges.

[14] Following my review of the written final arguments and authorities as well as the evidentiary materials, I determine that the appeal is allowed and the Board orders that the ASDC By-Law is to be repealed. My reasoning and analysis are set out below.

[15] As a starting point, the Town conceded to the evidence provided by Mr. Keleher that there was a flaw to the ASDC By-Law which required correction. Specifically, the ASDC By-Law identified the developable land within the MRSPA as approximately 87 hectares ("ha") but in doing so, the subject by-law imposed charges on "Chargeable Area" which was defined in the ASDC By-Law to include parkland of some 4.26 ha and the land set aside for the SWM pond and pump of approximately 6.8 ha.

[16] What this means is that this definition required correction to remove those lands which are not developable, namely lands for the SWM pond and pump and the park.

[17] The central issue for this hearing was the diametrically opposed positions of the two parties on whether or not the services and specifically services associated with SWM Works as shown on Schedule "B" of the ASDC By-Law constitute "local" services. The Appellants argue that they are; the Town maintains that they are not.

[18] Subsection 2(5) of the DCA provides that a "development charge by-law may not impose development charges with respect to local services described in clauses

59(2)(a) and (b).

[19] Those clauses provide that a municipality may require an owner to construct such local services related to a plan of subdivision or within the area to which a plan relates, to be installed or paid for by the owner as condition pursuant to section 51 of the *Planning Act* or as a condition of approval under section 53 of the same Act.

[20] In determining that in this instance, the Town is indeed charging for local services, I looked to the factual background and context, and the Town's own policy on local services.

[21] Town's Local Service Policy:

[22] The Town's Local Service Policy (found at Appendix "B" to the Town's 2014 Development Charge Background Study ("2014 Watson Study") as well as Appendix "B" to the Town's 2012 ASDC By-Law Background Study ("2012 Watson Study")) set out the services to be included as local services. In the 2012 Watson Study in section 3, a description of what is to be considered local services is provided:

> In preparing a Development Charge Background Study, municipalities need to establish a policy regarding what is to be considered a local service (i.e. what infrastructure costs are to be borne directly by the developing land owner) and what costs are to be included in the Development Charge. Section 59(2) provides local services are related to a plan of subdivision or within the area to which the plan relates, to be installed or paid for by the owner as a condition of approval under section 51 of the *Planning Act.* The Town of Tecumseh provided their definition of Local Services in Appendix C to their 2009 Development Charge Background Study. A copy is provided in Appendix B to this report.
>
> Figure 3-1 provides a schematic depicting the Development Charge vs. Local Service provisions of the present local service policy. As was noted earlier, the Town wishes to assist the developing landowners within the Secondary Plan Area to cost share a segment of these localized costs.

> Figure 3-1 also provides for which service components would be included in this area-specific DC. These capital costs are further described in the next section. [Exhibit 11(A), tab 8, page 125]

[23] When one reviews the flow-chart as depicted as Figure 3-1, it is apparent that under the heading of "SWM," services referenced as "Drain Enclosures, land, localized PS, SWM Ponds and Large Mains" are "Local Service as Defined by Exisitng [*sic*] Town DC" and to be included in the "Area Specific DC for Manning Rd. Secondary Plan." The service "Local Mains" is categorized as "Local Service for Manning Rd. Secondary Plan." [*ibid.* page 126]

[24] From the 2012 Watson Study, it seems that the enclosure of the Baillargeon drain is identified so to allow the servicing and development of the MRSPA lands and that seems to be the rationale for its inclusion as a development charge.

[25] Where there is a disconnect is with the Town's own Local Service Policy. That policy specifically identifies Storm Water Management as local service. At paragraph 11 of that policy, it states:

> 11.1 Quality and Quantity Works, direct developer responsibility through local service provisions (s. 59 DCA).
>
> 11.2 Oversizing of stormwater management works for development external to developments will be subject to best efforts clauses by area municipality. [Exhibit 11(A), tab 8, page 152]

[26] The version of the Town's Local Service Policy which is appended to the 2014 Watson Study has an additional notation which does not appear with the copy contained in the 2012 Watson Study. That additional notation reads as follows: "Note: for any and all of the above the Town may facilitate cost sharing agreement." [Exhibit 11(A), tab 9, page 292]

[27] From these extracts, it appears that from the Town's perspective, stormwater

management was viewed as a responsibility of the developer to be put into place once a plan of subdivision has been approved. Should those works require oversizing to accommodate future development beyond the plan of subdivision, then the municipality would act as "honest broker" to reimburse. There is nothing unique in this approach as this was the method used by many municipalities across the province before the DCA was enacted.

[28] Another instrument which provides some guidance is the Town-wide DC By-Law 2014-68 ("Town DC By-Law") which was adopted by Town Council on or about August 12, 2014. At subsection 1.1 (20), a definition for "Local services" is provided:

> "Local services" means those services, facilities or things which are under the jurisdiction of the municipality and are related to a plan of subdivision or with the area to which the plan relates in respect of the lands under Sections 41, 41 or 53 of the *Planning Act R.S.O. 1990,* as amended or any successor thereto; [Exhibit 11(A), tab 9, page 299]

[29] In this case, the Town requires the Baillargeon drain to be enclosed and the proposed SWM pond with appurtenances at a cost of about 12 million dollars. That cost has been included in the development charge. Further the Town made it clear that it will not be constructing the works as a municipal project.

[30] For clarification, Exhibit 11(A), tab 4 contains the ASDC By-Law. Schedule "B" sets out the charges with a total of $12,971,104 of which $2,983,358 represents the charges for Local SWM Works and $8,810,377 represents the charges for Other Local SWM Costs. The remaining amounts of $691,875 is for Local Sanitary Works and $485,495 is for Local Road Works. It is the Local SWM Works and Local SWM Costs which were at issue.

[31] Through the Town's evidence, it became clear that there were attempts between the parties to reach consensus prior to the commencement of this hearing. There must have been some obstacle to prevent the Town to allow the Appellants and the Valente Group the opportunity to provide stormwater services if and when they proceeded with

development of their lands.

[32] In my estimation, the difficulty with the Town's position is that it's approach to what it considered to be "local services" was established through its own policy and the Town DC By-Law but when it came to this ASDC By-Law, it varied the definition and consequently, its approach. This deviation is not reasonable.

[33] Messrs. Hillman and Scandlan did an admirable job in setting out the logic of how the definition was to be interpreted, citing the October 13, 2015 Resolution of Town Council, but that resolution did not spell out the revised definition. It only referred the reader to yet another study. The relevant portion of the Resolution was as follows:

> "Background Study entitled "Office Consolidation MRSPA Area-Specific Development Charge Background Report" dated October 13, 2015, as prepared by Watson & Associates Economists Ltd., **including changes to the Local Service Policy definition for the MRSPA**, as provided in Section 3.1 of the foregoing Background Study, be approved;" [Exhibit 11(A), tab 6, page 108, bold emphasis added by the Board]

[34] When one reviews the Background Study ("2015 Watson Study") noted above, the paragraph under 3.1 Local Services, the text is identical to that noted earlier in this decision except for one sentence in the second paragraph which is identified with strike-out and new underlined text:

> In preparing a Development Charge Background Study, municipalities need to establish a policy regarding what is to be considered a local service (i.e. what infrastructure costs are to be borne directly by the developing land owner) and what costs are to be included in the Development Charge. Section 59(2) provides local services are related to a plan of subdivision or within the area to which the plan relates, to be installed or paid for by the owner as a condition of approval under section 51 of the Planning Act. The Town of Tecumseh provided their definition of Local Services in Appendix ~~C~~ B to their ~~2009~~ 2014 Development Charge

> Background Study. A copy is provided in Appendix B to this report. [Exhibit 11(A), tab 10, page 328]

[35] There is no indication of how the actual definition of “Local Services” was amended. If there is a new definition which replaces the existing definition, it was not provided by either by-law or resolution. With respect, a resolution which changes a definition and only references a study, and even that study does not provide the language of a new definition, is wholly inadequate.

[36] It also does not go unnoticed by the Board that the date of the Town Resolution is the same date of 2015 Watson Study and the same day that the ASDC By-Law was passed. For clarification, the 2015 Watson Study was initially dated May 6, 2015 with an Addendum dated May 22, 2015 which resulted in a Consolidated Report dated October 13, 2015.

[37] Messrs. Hillman and Scandlan referred to Figure 3-1, described earlier in this decision, as the justification of how the Town viewed SWM services to be included in the ASDC By-Law. In plain words, despite SWM services being identified as “Local Service as Defined by Exisitng [*sic*] Town DC” they were to be included in the ASDC By-Law whereas only Local Mains were to be treated as “Local Service for Manning Rd. Secondary Plan.” [*ibid.,* page 329]

[38] I accept and agree with Mr. Keleher’s characterization that a municipality can implement an ASDC By-Law and make a determination as to what services should be included in such a charge but it cannot do so in stark contrast to its own policy. Mr. Keleher explained that in this instance, the municipality has a Local Service Policy which remains intact. I agree with this premise.

[39] That being the case, the Town has established through its Local Service Policy which services are indeed local services, as set out earlier in this decision. As such, those services are ineligible for development charges pursuant to subsections 2(5) and 59(2) of the DCA. The ASDC By-Law cannot impose development charges with respect

to those services as doing so would be in contravention of the DCA.

[40] Counsel for the Town suggested that the Town had indeed amended its Local Service Policy through the Resolution noted above. I do not accept this proposition on the basis that the Town's approach was convoluted and confusing.

[41] As stated earlier, by merely containing language in the resolution of "including changes to the Local Service Policy definition for the MRSPA, as provided in Section 3.1 of the foregoing Background Study" is neither sufficient nor transparent. The Town does not provide any specific language to replace the definition of "Local Services" in its policy. As noted above, Section 3.1 does not provide a replacement definition.

[42] A member of the community should not have to follow the Resolution to ancillary documents to understand what the Town means when it refers to "Local Services" only to find that the ancillary document also does not provide a replacement definition.

[43] It also does not go unnoticed that the Planning Report prepared by Mr. Hillman and dated April 22, 2015 has no mention that the definition of "Local Services" should be changed from that contained in the Town's Policy.

[44] He states under his "Comments: Supporting Reports for the MRSPA Area Specific Development Charge" at paragraph 5:

> Area-Specific Development Charge for the MRSPA Background Report (April 2015)
>
> Watson & Associates Economists Ltd. were retained by the Town to prepare the background report entitled "Area Specific Development Charge for the MRSPA, Background Report" dated April 21, 2015, and associated Area Specific Development Charge By-law (see Attachment 3), in accordance with the provisions of the *Development Charges Act* for the MRSPA. **Included in this report is the Local Service Policy that shall apply to the MRSPA in accordance with the *Development Charges Act.*** [Exhibit

11(A), tab 13, page 402; bold emphasis added by the Board]

[45] First, a Background Report dated April 21, 2015 was not included with the materials provided to the Board. Perhaps that was a draft report as the initial report was dated May 6, 2015 as set out earlier in this decision. In any event, assuming that the April 21, 2015 report was similar to May 6th Initial Report, with May 22nd Addendum resulting in October 13th Consolidation, Mr. Hillman, as of April 2015, references the Town's Local Service Policy and states that it "shall apply." No amendment to the definition has been suggested or made at this point. This is only six months prior to the date of Council's resolution.

[46] Nowhere in his report does Mr. Hillman alert the reader that the definition of "Local Service" in the Town's Local Service Policy needs adjustment or should be given a different interpretation. Given that this was one of the central, if not the threshold issue, for the hearing and discussions had been on-going amongst the parties, it was no secret that there was a remarkable disagreement on the application of Local Service Policy.

[47] Second, in reviewing the Watson Addendum Report dated May 22, 2015, at paragraph 2.3, with the heading "Definitions in the By-law" states: "Upon further review with staff, it was requested that the definition of "Net hectare" in the by-law be removed and that a new definition of "Chargeable area" be included for ease of understanding." [Exhibit 11(A), tab 11, page 365]

[48] As enunciated at the outset of this decision, the Town conceded that the definition provided under "Chargeable area" was not correct and at a minimum, that portion of the by-law required amendment. What I find odd is that there is no mention of clarification of the definition of "local service" for ease of understanding when that issue would have or certainly should have, been known to the Town.

[49] In final submissions, Counsel for the Town at paragraph 18 states:

> The DCBS [Development Charge Background Study] recommended that the Town amend its local service policy for the purpose of this area specific development charge by-law in a manner that varies from the Town's general local services policy.

[50] At section 4 of the 2015 Watson Report, a recommendation is made to Council to "approve the changes to the Local Service Policy definition for the Manning Road Secondary Plan Area, as provided in Section 3.1." [Exhibit 11(A), tab 10, page 337] The Town's Local Service Policy was appended to this Report as Appendix B. Appendix B is entitled "Appendix B – Town of Tecumseh Local Service Policy (as per the 2014 Town of Tecumseh Development Charges Background Study)" [*ibid.*, page 353] So the reader is required to follow a trail back to yet another study. The 2014 Watson Study has appended to it Appendix B – Local Service Policy which is identical except for the notation that the Town may facilitate cost-sharing agreements as noted earlier in this decision.

[51] Counsel for the Town submits that what the Town has done through its October 13, 2015 Resolution is adopted "an area specific Local Services Policy" which he claims is not inherently unfair. Such an approach, he argues, allows for the "unique circumstances of a specific area of a municipality to be recognized and adapted to by the Town in identifying and implementing a Local Services Policy. This approach recognizes that what may be an ideal policy for a particular area in question may be inappropriate for another area within the municipality's boundaries. The flexibility of being able to adopt area-specific Local Services Policies means that decisions meant to affect only the relevant area being considered in a given situation to not inadvertently effect or prejudice other areas of the municipality which may require a different, specialized approach to dealing with the capital costs necessary to accommodate development." [Paragraph 20, Town's Final Submissions]

[52] The Board finds no evidence that the Town adopted an area-specific Local Services Policy. Mr. Hillman's Planning Report recommended an area-specific Development Charge By-law and an area-specific Park Levy By-law but no area-

specific Local Services Policy. He could have stipulated that clearly but he did not.

[53] In fact, nowhere in his recommendations does he mention “area-specific Local Services Policy.” The only reference is to “Local Service Policy,” once again buried in a reference to Section 3.1 of the 2015 Watson Study. Nowhere is there a document similar to that found at Appendix B of the 2015 Watson Report but characterized as “area-specific Local Services Policy.”

[54] Given my findings as they relate to the imposition of charges for local services under the ASDC By-Law, which contravene the DCA, I need not provide additional reasons and rationale with respect to the remaining issues addressed at the hearing.

[55] In my estimation, the ruling with respect to threshold issue of local services is fatal to the By-law before me.

[56] Therefore the Board orders that the appeal is allowed and the MRSPA Area-Specific Development Charge By-law 2015-67 for the Town of Tecumseh is hereby repealed.

“J. V. Zuidema”

J. V. ZUIDEMA
VICE-CHAIR