



AGENDA
Regular Council Meeting

November 28, 2017

6:00 pm

Council Chambers, Town Hall

Pages

1. CALL TO ORDER

2. DECLARATIONS OF PECUNIARY INTEREST

3. AMENDMENTS AND APPROVAL OF AGENDA

RECOMMENDATION

THAT the November 28, 2017 regular Council agenda be accepted as presented.

4. PUBLIC INPUT PERIOD

(Information provided during the Public Input Period shall be directed by the public to Council members and shall deal with matters specific to Agenda business. A maximum of two (2) minutes per person is allotted for questions, and the maximum time allotted for the Public Input Period as a whole is ten (10) minutes)

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Rob Edney re: Front Porch Show

11

RECOMMENDATION

THAT the delegation from Rob Edney regarding The Front Porch show be received; and,

THAT the Front Porch Show request be forwarded to the 2018 Community Grant Program review.

6.	ACCEPTANCE OF MINUTES	
6.1	Regular Council - November 14, 2017	12
	RECOMMENDATION	
	THAT the November 14, 2017 regular Council meeting minutes be approved and signed and sealed by the Mayor and the Clerk.	
6.2	Strategic Priorities Committee - November 21, 2017	25
	RECOMMENDATION	
	THAT the November 21, 2017 Strategic Priorities Committee meeting minutes be approved and signed and sealed by the Mayor and the Clerk.	
7.	CORRESPONDENCE	30
7.1	Alzheimer Society of Perth County re: Seniors Community Grant Support	
	RECOMMENDATION	
	THAT the correspondence from the Alzheimer Society of Perth County regarding the Seniors Community Grant Support be received.	
8.	STAFF REPORTS	
8.1	Administration and Human Resources	
8.1.1	CAO 44-2017 November Monthly Report (Administration & Human Resources)	32
	RECOMMENDATION	
	THAT CAO 44-2017 November Monthly Report (Administration & Human Resources) be received for information.	
8.2	Corporate Services	
8.2.1	COR 39-2017 November Monthly Report (Corporate Services)	36
	RECOMMENDATION	
	THAT COR 39-2017 November Monthly Report (Corporate Services) be received for information.	

8.2.2	COR 40-2017 Heritage Conservation and Maintenance Agreement Delegation of Authority	39
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RECOMMENDATION

THAT Council receive COR 40-2017 Heritage Conservation and Maintenance Agreement Delegation of Authority, and;

THAT Council approve By-law 102-2017 delegating authority to the Director of Building & Development to sign Heritage Conservation and Maintenance Agreements on behalf of Council.

8.2.3	COR 41-2017 To Repeal By-Law 43-1997	45
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RECOMMENDATION

THAT Council repeal By-Law 43-1997, a by-law to regulate parking on parking lots.

8.3 Finance

8.3.1	FIN 22-2017 November Monthly Report (Finance)	51
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RECOMMENDATION

THAT FIN 22-2017 November Monthly Report (Finance) be received for information.

8.3.2	FIN 23-2017 Development Charges By-Law	54
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RECOMMENDATION

THAT Council approve the Development Charges Background Study dated September 29, 2017 and addendum issued November 7, 2017; and,

THAT Council has determined that no further public meetings are required under Section 12(3) of the Development Charges Act, 1997; and

THAT Council approve By-Law 99-2017, a by-law to set the development charges for the Town of St. Marys.

8.3.3	FIN 24-2017 Wellington Street Bridge Debenture	77
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RECOMMENDATION

THAT Council approve By-law 98-2017 being a by-law to authorize a debenture from the Ontario Infrastructure and Lands Corporation in the amount of \$1,080,500 at an interest rate of 3.10% and 15 year amortization towards the cost of the Wellington Street Replacement project to be signed by the Mayor and the Treasurer.

8.4 Fire and Emergency Services

8.4.1	FD 15-2017 November Monthly Report (Emergency Services)	79
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RECOMMENDATION

THAT FD 15-2017 November Monthly Report (Emergency Services) be received for information.

8.5 Building and Development Services

8.5.1	DEV 37-2017 November Monthly Report (Building and Development)	81
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RECOMMENDATION

THAT DEV 37-2017 November Monthly Report (Building and Development) be received for information.

8.6 Community Services

8.6.1	DCS 20-2017 November Monthly Report (Community Services)	83
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RECOMMENDATION

THAT DCS 20-2017 November Monthly Report (Community Services) be received for information.

8.6.2	DCS 21-2017 Lease Renewals for Train Station	91
	RECOMMENDATION THAT DCS 21-2017 Lease Renewals for Train Station report be received; and, THAT Council approve By-law 103-2017 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Cameron Porteous; and, THAT Council approve By-law 104-2017 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Reed Needles.	
8.6.3	DCS 22-2017 Lions Club Capital Contribution Agreement for Cadzow Pavilion	98
	RECOMMENDATION THAT DCS 22-2017 Lions Club Capital Contribution Agreement for Cadzow Pavilion be received; and, THAT Council approve By-Law 101-2017 authorizing the Mayor and Clerk to sign the associated agreement.	
8.7	Public Works	
8.7.1	PW 63-2017 November Monthly Report (Public Works)	107
	RECOMMENDATION THAT PW 63-2017 November Monthly Report (Public Works) be received for information.	
8.7.2	PW 64-2017 Water and Wastewater Rates	111
	RECOMMENDATION THAT Council receive report PW 64-2017 Water and Wastewater Rates; and, THAT Council approve By-Law 100-2017 authorizing water and wastewater rates and charges within the Town of St. Marys with an effective date of the first billing cycle of 2018 to the last billing cycle of 2018 and amending By-Law 46-2014.	

- 8.7.3 PW 66-2017 Glass Street Winter Maintenance 117**
- RECOMMENDATION**
- THAT** Council receive report PW 66-2017 Glass Street Winter Maintenance; and,
- THAT** Council close the gravel portion of Glass Street between Emily Street and James Street North during the 2017/2018 winter season.
- 8.7.4 PW 67-2017 Winter Maintenance Agreements for Subdivisions 120**
- RECOMMENDATION**
- THAT** Council receive PW 67-2017 Winter Maintenance Agreements for Subdivisions report; and,
- THAT** Council approve By-law 105-2017 authorizing the Mayor and the Clerk to sign the associated agreement with Meadowridge Properties Ltd. for Diamondridge Subdivision winter maintenance; and,
- THAT** Council approve By-law 106-2017 authorizing the Mayor and the Clerk to sign the associated agreement with 2231872 Ontario Inc. for Northridge Subdivision winter maintenance; and,
- THAT** Council approve By-law 107-2017 authorizing the Mayor and the Clerk to sign the associated agreement with 2416987 Ontario Inc. for Westover Place Subdivision winter maintenance.
- 8.7.5 PW 55-2017 Meadowridge Sign Ownership and Maintenance Easement Agreements 141**
- RECOMMENDATION**
- THAT** report PW 55-2017 Meadowridge Sign Ownership and Maintenance Easement Agreements be received; and,
- THAT** Council direct staff to pursue the necessary easement agreements to assume ownership and maintenance of the Meadowridge Subdivision entrance signs on Meadowridge Drive.

9. EMERGENT OR UNFINISHED BUSINESS

10. NOTICES OF MOTION

11. BY-LAWS

- 11.1 By-Law 97-2017 Repeal By-Law 43-1997 Regulating Parking at 35 Wellington Street South 144**

RECOMMENDATION

THAT By-Law 97-2017, being a by-law to repeal By-Law 43-1997 be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.2 By-Law 98-2017 Wellington Street Bridge Debenture with Infrastructure Ontario 145**

RECOMMENDATION

THAT By-Law 98-2017, being a by-law to authorize the borrowing upon amortizing debentures through Infrastructure Ontario be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.3 By-Law 99-2017 Development Charges 167**

RECOMMENDATION

THAT By-Law 99-2017, being a by-law to impose development charges against land to pay for increased capital costs related to increased needs for services be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.4 By-Law 100-2017 Water and Wastewater Rates 183**

RECOMMENDATION

THAT By-Law 100-2017, being a by-law to set the rates for water and wastewater and to repeal By-Law 69-2016 and to amend By-Law 46-2014 be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.5 **By-Law 101-2017 Authorize an Agreement with St. Marys Lions Club for Capital Contribution** 185
- RECOMMENDATION**
- THAT By-Law 101-2017, being a by-law to authorize an agreement with St. Marys Lions Club for a capital contribution be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.
- 11.6 **By-Law 102-2017 Delegate Authority to Director of Building and Development for Heritage Conservation and Maintenance Agreements** 186
- RECOMMENDATION**
- THAT By-Law 102-2017, being a by-law to delegate authority to the Director of Building and Development for the signing of Heritage Conservation and Maintenance Agreements be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.
- 11.7 **By-Law 103-2017 Authorize a Single Tenant Agreement with Cameron Porteous** 187
- RECOMMENDATION**
- THAT By-Law 103-2017, being a by-law to authorize a single tenant industrial lease agreement with Cameron Porteous be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.
- 11.8 **By-Law 104-2017 Authorize a Single Tenant Agreement with Reed Needles** 188
- RECOMMENDATION**
- THAT By-Law 104-2017, being a by-law to authorize a single tenant industrial lease agreement with Reed Needles be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.9 **By-Law 105-2017 Authorize an Agreement with Meadowridge Properties Ltd.** 189

RECOMMENDATION

THAT By-Law 105-2017, being a by-law to authorize an agreement with Meadowridge Properties Ltd. for winter maintenance of Diamondridge Subdivision be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.10 **By-Law 106-2017 Authorize an Agreement with 2231872 Ontario Inc.** 190

RECOMMENDATION

THAT By-Law 106-2017, being a by-law to authorize an agreement with 2231872 Ontario Inc. for winter maintenance of Northridge Subdivision be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 11.11 **By-Law 107-2017 Authorize an Agreement with 2416987 Ontario Inc.** 191

RECOMMENDATION

THAT By-Law 107-2017, being a by-law to authorize an agreement with 2416987 Ontario Inc. for winter maintenance of Westover Place Subdivision be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

12. UPCOMING MEETINGS

December 5, 2017 - 9:00am, Budget Committee, Municipal Operations Centre

December 12, 2017 - 6:00pm, Regular Council, Council Chambers

December 14, 2017 - 9:00am, Budget Committee, Municipal Operations Centre

13. CLOSED SESSION

RECOMMENDATION

THAT Council move into a session that is closed to the public at ____pm as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations.

- 13.1 **CAO Verbal Update Re: Employee Relations**

14. RISE AND REPORT

RECOMMENDATION

THAT Council rise from a closed session at _____pm.

15. CONFIRMATORY BY-LAW

192

RECOMMENDATION

THAT By-Law 108-2017, being a by-law to confirm the proceedings of November 28, 2017 regular Council meeting be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

16. ADJOURNMENT

RECOMMENDATION

THAT this regular meeting of Council adjourn at _____ p.m.

The Front Porch Show is a "talk show" style, variety format with a focus entirely on the remarkable people, groups, services and stories that make St. Marys a very unique and special place to live, play, and raise a family.

This year (2017) the inaugural season of The FPS saw our audiences, both live and online increase with each successive episode. Our last two shows had live audiences of approximately 200 people and online views were well over a thousand.

The entire production is dependant on volunteers and equipment donated, operated, set up, torn down and transported by those generous citizens. The equipment often comes from 3 or 4 different sources, in different states of disrepair, age, and quality. Often, the pieces aren't compatible and we again rely on one of our volunteers to rig something together to "make it work."

The wear and tear that this already aging equipment endures during its transportation, set up and use is also a consideration as we have no budget to upgrade or repair equipment.

We would like to keep the show free and accessible to all that wish to attend. For many, attending the Sunday evening show has already become an integral part of their weekly plans. We are looking to purchase the equipment necessary to continue to produce the show. We would like to have reliable equipment that can be depended upon to perform for years to come.

As we are reaching out to the municipality to fund this purchase in its entirety, we suggest that this equipment would also be accessible to the Museum for its many functions, the Library, and any other department within the town.

We also feel that the entire cost of the equipment falls well under the 25% of our total cost since it is typically donated, as are the services, time and skills of the many volunteers that make the show happen . If each volunteer were to be remunerated for their time and skill set, the one time cost for the production equipment would be far below the 25% in just one season. There is no question The Front Porch Show exceeded our greatest expectations and as the volunteers that spend countless hours each week building the show, preparing guests, our live commercials (which are free, and performed by the business owners themselves) we are excitedly looking forward to Season Two.

However, we do need the help of our municipality to keep this magic alive, and ensure a quality show each and every Sunday in July and August.

Robert Edney - Executive Producer, The Front Porch Show



**MINUTES
Regular Council**

November 14, 2017
6:00pm
Council Chambers, Town Hall

Council Present: Mayor Strathdee
Councillor Osborne
Councillor Van Galen
Councillor Winter
Councillor Pope
Councillor Hainer
Councillor Craigmile

Staff Present: Brent Kittmer, CAO / Clerk
Trisha McKibbin, Director of Corporate Services / Deputy Clerk
Jed Kelly, Director of Public Works
Lisa Lawrence, Human Resources Manager
Dave Blake, Environmental Services Supervisor
Jenna McCartney, Corporate Administrative Coordinator

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 6:00pm.

2. DECLARATIONS OF PECUNIARY INTEREST

Mayor Strathdee declared pecuniary interest for agenda item 6.2 – Joint Special Council Meeting with Township of Perth South November 1, 2017 and agenda item 6.2.1 – James Street South Concept Plan.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2017-11-14-01

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT the November 14, 2017 regular Council agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

Nothing raised.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Stratford Perth Centre for Business re: Service Update

Holly Mortimer of Stratford Perth Centre for Business spoke to the Service Update of the organization and responded to questions from Council.

Resolution 2017-11-14-02

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT the presentation from Stratford Perth Centre for Business regarding a service update be received.

CARRIED

5.2 Mr. Chris West re: Regulate and Serve, Not Confiscate

Chris West spoke to the delegation and responded to questions from Council.

Brent Kittmer provided the background to Mr. West's delegation related the decision of B07-2017 Application for Consent to Sever which was heard by the Committee of Adjustment and has since been appealed by the Applicant.

Resolution 2017-11-14-03

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT the presentation from Chris West regarding Regulate and Serve, not Confiscate be received.

CARRIED

6. ACCEPTANCE OF MINUTES

6.1 Regular Council - October 24, 2017

Resolution 2017-11-14-04

Moved By Councillor Van Galen

Seconded By Councillor Hainer

THAT the October 24, 2017 regular Council meeting minutes be approved and signed and sealed by the Mayor and the Clerk.

CARRIED

6.2 Joint Special Council Meeting with Township of Perth South - November 1, 2017

Mayor Strathdee declared a conflict on this item.

Mayor Strathdee vacated his seat at the Council table and passed the gavel to Deputy Mayor Craigmile.

Mayor Strathdee left council chambers.

Deputy Mayor Craigmile assumed the role as Chair.

Resolution 2017-11-14-05

Moved By Councillor Van Galen

Seconded By Councillor Pope

THAT the November 1, 2017 Joint Special Council meeting with the Township of Perth South be approved and signed and sealed by the Mayor and the Clerk; and,

THAT Item 4.1 "James Street South Concept Plan" be raised for discussion.

CARRIED

6.2.1 James Street South Concept Plan

Mayor Strathdee declared a conflict on this item.

Council discussed the opportunity presented within the James Street South Concept Plan.

Brent Kittmer provided an update on Perth South's Council actions at a recent council meeting.

Council provided direction to staff regarding areas of focus required in the report back to Council at a future date.

Resolution 2017-11-14-06

Moved By Councillor Van Galen

Seconded By Councillor Winter

THAT the Council of the Town of St. Marys and the Council of the Township of Perth South direct staff to collectively work towards a revised Water and Sewer Agreement for servicing along James Street South for a proposed implementation in 2018; and,

THAT staff review and confirm the servicing cost estimates provided to extend servicing to the proposed industrial park.

CARRIED

Resolution 2017-11-14-07

Moved By Councillor Hainer

Seconded By Councillor Osborne

THAT staff report back on the benefit / risk to the Town of St. Marys independent of Perth South related to this Concept Plan.

CARRIED

7. CORRESPONDENCE

Mayor Strathdee returned to Council Chambers.

Deputy Mayor Craigmile passed the gavel to Mayor Strathdee.

Mayor Strathdee resumed the role of Chair.

7.1 MPP Randy Pettapiece regarding Lottery Licensing

Resolution 2017-11-14-08

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT the correspondence from Randy Pettapiece, MPP regarding Lottery Licensing be received.

CARRIED

7.2 MPP Randy Pettapiece regarding Resolution to Save Long-Term Care Beds

Resolution 2017-11-14-09

Moved By Councillor Craigmile

Seconded By Councillor Hainer

THAT the correspondence from MPP Pettapiece regarding a resolution to save long-term care beds be received; and,

THAT Council supports MPP Pettapiece's resolution to save long-term care beds.

CARRIED

7.3 Minister of Finance regarding Cannabis Legalization

Resolution 2017-11-14-10

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the correspondence from the Minister of Finance, Minister Sousa, regarding the legalization of cannabis be received.

CARRIED

7.4 Kraft Heinz Adjustment Committee regarding Thank You

Resolution 2017-11-14-11

Moved By Councillor Pope

Seconded By Councillor Osborne

THAT the correspondence from the Kraft Heinz Adjustment Committee regarding Acknowledgement of Support be received.

CARRIED

8. STAFF REPORTS

8.1 Administration and Human Resources

8.1.1 CAO 41-2017 2018 Council Calendar and Budget Meeting Dates

Brent Kittmer spoke to CAO 41-2017 report and responded to questions from Council.

Resolution 2017-11-14-12

Moved By Councillor Osborne

Seconded By Councillor Van Galen

THAT the 2018 Council Calendar be accepted as presented; and
THAT budget meeting dates be set for: December 5 (9:00 am),
December 14 (9:00am), January 16 (9:00am), January 30
(6:00pm), and February 6 (9:00am).

CARRIED

8.1.2 HR 06-2017 Compensation Program and Legislative Update

Lisa Lawrence spoke to HR 06-2017 report and responded to questions from Council.

Resolution 2017-11-14-13

Moved By Councillor Van Galen

Seconded By Councillor Winter

THAT Council receive report HR 06-2017 Compensation Program and Legislative Update for information; and,

THAT Council support any amendments proposed to Bill 148 related to eliminating on-call pay for essential services; and,

THAT the Town of St. Marys provide a letter in support of the proposed amendments to Clerk of the Committee, Eric Rennie, the Association of Municipalities of Ontario, and all Ontario municipalities.

CARRIED

8.2 Public Works

8.2.1 PW 62-2017 Solid Waste Rates

Dave Blake spoke to PW 62-2017 report and responded to questions from Council.

Resolution 2017-11-14-14

Moved By Councillor Hainer

Seconded By Councillor Craigmile

THAT Council receive report PW 62-2017 Solid Waste Rates; and,

THAT Council approve By-Law 95-2017 authorizing a 3% increase to solid waste management rates and charges within the Town of St. Marys with an effective date of January 1, 2018.

CARRIED

9. COUNCILLOR REPORTS

Council took a brief recess at 7:46pm.

Mayor Strathdee called the meeting back to order at 7:57pm.

9.1 Operational and Board Reports

9.1.1 Bluewater Recycling Association - Coun. Craigmile

Councillor Craigmile spoke to the minutes and responded to questions from Council.

Resolution 2017-11-14-15

Moved By Councillor Pope

Seconded By Councillor Osborne

THAT the October 19, 2017 Bluewater Recycling Association Board of Directors highlights be received.

CARRIED

9.1.2 Library Board - Coun. Osborne, Winter

Councillors Osborne and Winter spoke to a recent meeting of which the minutes will be provided shortly.

Resolution 2017-11-14-16

Moved By Councillor Craigmile

Seconded By Councillor Osborne

THAT the July 24, 2017 St. Marys Library Board meeting minutes be received; and,

THAT the September 7, 2017 St. Marys Library Board meeting minutes be received.

CARRIED

9.1.3 Municipal Liaison Committee - Mayor Strathdee, Coun. Winter

Councillor Winter stated that there is an upcoming meeting on December 21.

Resolution 2017-11-14-17

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT the September 21, 2017 Municipal Liaison Committee meeting draft minutes be received.

CARRIED

9.1.4 Perth District Health Unit - Coun. Osborne

Councillor Osborne spoke to the agenda and responded to questions from Council.

Resolution 2017-11-14-18

Moved By Councillor Pope

Seconded By Councillor Craigmile

THAT the October 18, 2017 Perth District Health Unit Board meeting agenda be received.

CARRIED

9.1.5 Police Services Board - Mayor Strathdee, Coun. Van Galen

Councillor Van Galen spoke to the recent minutes and responded to questions from Council.

Resolution 2017-11-14-19

Moved By Councillor Van Galen

Seconded By Councillor Osborne

THAT the October 18, 2017 Police Services Board meeting minutes be received.

CARRIED

9.1.6 Spruce Lodge Board - Coun. Pope, Van Galen

Councillors Pope and Van Galen spoke to the recent meeting of which minutes will be provided shortly.

Resolution 2017-11-14-20

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT the September 20, 2017 Spruce Lodge Board of Management meeting minutes be received.

CARRIED

9.1.7 Upper Thames River Conservation Authority

Resolution 2017-11-14-21

Moved By Councillor Pope

Seconded By Councillor Winter

THAT the September 26, 2017 Upper Thames River Conservation Authority Board of Directors meeting minutes be received.

CARRIED

9.2 Advisory and Ad-Hoc Committee Reports

9.2.1 Accessibility Advisory Committee - Coun. Hainer

Nothing to report.

9.2.2 Business Improvement Area - Coun. Pope

Councillor Pope provided an update of a recent meeting of which the minutes will be provided shortly.

Resolution 2017-11-14-22

Moved By Councillor Pope

Seconded By Councillor Van Galen

THAT the Town of St. Marys proclaim November 28, 2017 as Giving Tuesday.

CARRIED

Resolution 2017-11-14-23

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT the September 11, 2017 Business Improvement Area meeting minutes be received.

CARRIED

9.2.3 CBHFM - Coun. Hainer

Councillor Hainer acknowledged the passing of Roy Halladay. Councillor Hainer spoke to a recent meeting of which the minutes will be provided shortly.

Resolution 2017-11-14-24

Moved By Councillor Hainer

Seconded By Councillor Van Galen

THAT the September 22, 2017 Canadian Baseball Hall of Fame and Museum Board meeting minutes be received.

CARRIED

9.2.4 Committee of Adjustment

Nothing to report at this time.

9.2.5 Economic Development Committee - Coun. Pope

Nothing to report at this time.

9.2.6 Heritage St. Marys - Coun. Pope

Councillor Pope spoke to the minutes and responded to questions from Council.

Trisha McKibbin provided a brief update regarding the Town's Municipal Register of historical properties.

Resolution 2017-11-14-25

Moved By Councillor Van Galen

Seconded By Councillor Osborne

THAT the October 14, 2017 Heritage St. Marys meeting draft minutes be received.

CARRIED

9.2.7 Museum Board - Coun. Winter

Councillor Winter spoke to the minutes and responded to questions from Council.

Resolution 2017-11-14-26

Moved By Councillor Hainer

Seconded By Councillor Craigmile

THAT the October 11, 2017 St. Marys Museum Board meeting draft minutes be received.

CARRIED

9.2.8 Planning Advisory Committee - Coun. Craigmile, Van Galen

Councillors Van Galen and Craigmile spoke to the minutes and responded to questions from Council.

Resolution 2017-11-14-27

Moved By Councillor Van Galen

Seconded By Councillor Pope

THAT the November 6, 2017 Planning Advisory Committee meeting draft minutes be received.

CARRIED

9.2.9 Heritage Conservation District Advisory Committee - Coun. Winter

Councillor Winter stated that he was not present at the October 16, 2017 meeting.

Resolution 2017-11-14-28

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT the October 16, 2017 Heritage Conservation District Advisory Committee meeting draft minutes be received.

CARRIED

9.2.10 Senior Services Board - Coun. Craigmile

Councillor Craigmile spoke to a recent meeting of which the minutes will be provided shortly.

9.2.11 Huron Perth Healthcare Local Advisory Committee - Coun. Hainer

Nothing to report at this time.

9.2.12 St. Marys Lincolns Board - Coun. Craigmile

Councillor Craigmile provided an update of the recent meeting of the Board.

10. EMERGENT OR UNFINISHED BUSINESS

Nothing to report at this time.

11. NOTICES OF MOTION

Nothing to report at this time.

12. BY-LAWS

12.1 By-Law 95-2017 Solid Waste Rates amending By-Law 11-2013

Resolution 2017-11-14-29

Moved By Councillor Craigmile

Seconded By Councillor Osborne

THAT By-Law 95-2017, being a by-law to set solid waste management rates and amend by-law 11-2013 be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

13. UPCOMING MEETINGS

Mayor Strathdee reviewed the upcoming meetings as presented on the agenda and reminded Council of the upcoming budget meetings set at tonight's meeting.

Council took a brief recess at 8:52pm.

Mayor Strathdee called the meeting back to order at 8:57pm.

14. CLOSED SESSION

Resolution 2017-11-14-30

Moved By Councillor Van Galen

Seconded By Councillor Craigmile

THAT Council move into a session that is closed to the public at 8:58pm as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations.

CARRIED

15. RISE AND REPORT

Resolution 2017-11-14-31

Moved By Councillor Van Galen

Seconded By Councillor Osborne

THAT Council rise from a closed session at 9:58pm.

CARRIED

Mayor Strathdee reported that a closed session was held. A matter was considered related to employee relations with staff being given direction. There is nothing further to report at this time.

16. CONFIRMATORY BY-LAW

Resolution 2017-11-14-32

Moved By Councillor Craigmile

Seconded By Councillor Pope

THAT By-Law 96-2017 being a by-law to confirm the proceedings of November 14, 2017 regular Council meeting be read a first, second and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

17. ADJOURNMENT

Resolution 2017-11-14-33

Moved By Councillor Craigmile

Seconded By Councillor Van Galen

THAT this regular meeting of Council adjourn at 10:00pm.

CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO / Clerk



MINUTES
Strategic Priorities Committee

November 21, 2017
9:00 am
Council Chambers, Town Hall

Council Present: Mayor Strathdee
Councillor Osborne
Councillor Van Galen
Councillor Winter
Councillor Pope (arrived at 9:33am)
Councillor Craigmile

Council Regrets: Councillor Hainer

Staff Present: Jenna McCartney, Acting Clerk
Grant Brouwer, Director of Building and Development
Jed Kelly, Director of Public Works
Dave Blake, Environmental Services Supervisor

1. CALL TO ORDER

Chair Strathdee called the meeting to order at 9:00am.

2. DECLARATIONS OF PECUNIARY INTEREST

None declared.

3. AMENDMENTS AND APPROVAL OF THE AGENDA

Chair Strathdee announced to the Committee that there would be no microphones at today's meeting due to the necessity of the equipment at another location the previous evening.

Jim Brown introduced Ashely Watson to Council. Ms. Watson is working with the Finance Department as a high school coop student until the New Year.

Resolution 2017-11-21-01

Moved By: Councillor Winter

Seconded By: Councillor Van Galen

THAT November 21, 2017 Strategic Priorities Committee agenda be accepted as presented.

CARRIED

4. DELEGATIONS AND PRESENTATIONS

5. STRATEGIC PRIORITIES REVIEW

5.1 PW 59-2017 Water and Wastewater Rate Evaluations

Dave Blake spoke to PW 59-2017 report and responded to questions from Council.

Dave Blake confirmed that the projections included the 5 year capital plan needs and the 2018 operational budget.

The Wastewater Financial Plan was last updated in 2014. As the Heinz plant closure occurred after 2014, it has not been considered within the current projections.

The Committee discussed the current water reservoir project and that it is being implemented to bring the system up to current safety standards.

Councillor Pope arrived at 9:33am.

Staff will be proposing the 2018 Water and Wastewater Rate By-law at a future Council meeting.

Resolution 2017-11-21-02

Moved By: Councillor Van Galen

Seconded By: Councillor Winter

THAT the Committee recommend to Council that the 2018 Water Rates be set at 3% increase from 2017 and the 2018 Wastewater Rates be set at 3% increase from 2017.

DEFEATED

Resolution 2017-11-21-03

Moved By: Councillor Osborne

Seconded By: Councillor Pope

THAT the Committee recommend to Council that the 2018 Water Rate be set at 3% increase from 2017 and the 2018 Wastewater Rate be set at 5% increase from 2017.

CARRIED

5.2 DEV 36-2017 Sign By-law Update

Grant Brouwer spoke to DEV 36-2017 report and responded to questions from the Committee.

The Committee discussed options for the review of the Sign Permit Application.

Staff was directed to investigate the Town's liability regarding sandwich boards in the absence of an easement agreement.

The Committee discussed its approach to enforcement.

Staff is going to work out the appeal process within the Sign By-law and present the information to Council at an upcoming meeting.

Resolution 2017-11-21-04

Moved By: Councillor Van Galen

Seconded By: Councillor Osborne

THAT DEV 36-2017 Sign By-law Update be received for discussion; and,

THAT the Strategic Priorities Committee direct Staff to revise By-Law 33-2005, a by-law to prohibit and regulate signs and other advertising devices and the posting of notices on buildings or vacant lots within the Town of St. Marys.

CARRIED

5.3 CAO 42-2017 Discussion of 2018 Strategic Priorities

The Committee took a brief recess at 10:18am.

Chair Strathdee called the meeting back to order at 10:26 am.

Jenna McCartney, on behalf of Brent Kittmer, spoke to CAO 42-2017 report and responded to questions from the Committee.

The Committee had a thorough discussion about the Strategic Plan and the priorities achieved over the past year and the priorities it feels should be focused on going forward.

The Committee agreed that it has been very helpful to have staff reports reflect on their relationship with the pillars of the Plan.

Balanced Growth - The Committee agreed that a focus on housing should be a priority of this pillar. It was stated that in the absence of attainable housing, the Town will not be able to accommodate balanced growth.

Communication & Marketing - The Committee agreed that the development of a Tourism Plan is necessary to understand what it should be focusing on when attracting tourists.

Culture & Recreation - The Committee agreed that the implementation of the Recreation Master Plan will be very important in 2018. The Committee cited the eventual need for a PRC business plan.

The Committee agreed that the Forestry Management Policy will assist future development within St. Marys as well as the Official Plan review.

The Committee would like to see a redevelopment of the Community Grant Policy. The program should focus on collecting metrics to evaluate the success of each recipient.

Economic Development - The Committee is committed to investigating the James Street Concept Plan. The Committee agreed that an inventory of available industrial and commercial lands are necessary however, the key is that the lands need to be serviced in order to increase the lands attractiveness.

The Committee would like to receive a report on the uptake of the Community Improvement Plan.

Housing - Once again, the Committee agreed that a focus on achieving attainable housing is vital to the Town's growth.

Infrastructure - The Committee agreed that all bullets under the infrastructure pillar are equally important.

The Committee directed staff to investigate fibre options for the Town.

Finally, the Committee reviewed the priorities that were identified at the October 17, 2017 Strategic Priorities Committee meeting. The Committee feels that these priorities are valid.

The Committee concluded by stating the benefit to a working session of this nature and hopes to make it a regular practice going forward.

Resolution 2017-11-21-05

Moved By: Councillor Van Galen

Seconded By: Councillor Osborne

THAT report CAO 42-2017 regarding 2018 strategic priorities be received for discussion and direction to staff.

CARRIED

6. NEXT MEETING

Chair Stratthdee reviewed the upcoming meeting as presented on the agenda. Councillor Craigmile forwarded his regrets for the December 5 meeting, as did Councillor Pope.

7. ADJOURNMENT

Resolution 2017-11-21-06

Moved By: Councillor Osborne

Seconded By: Councillor Craigmile

THAT this meeting of the Strategic Priorities Committee adjourn at 11:45am.

CARRIED

Al Stratthdee, Mayor

Brent Kittmer, CAO / Clerk

From: Debbie Deichert
Sent: Thursday, November 16, 2017 11:12 AM
To: Al Strathdee
Subject: Seniors Community Grant

Good Morning Al,

The Alzheimer Society of Perth County is applying for a Seniors Community Grant to support the implementation of multi-sector Dementia Friendly Community Training throughout Perth County. We have seen such a significant increase in the past year. For example, from October 1, 2017 to November 13, 2017 we have had 74 new referrals. This is an unprecedented amount of new referrals.

We would like support from the Town of St. Marys through in-kind contributions and a commitment to training of staff and councillors on dementia-friendly communities. We would estimate this in-kind amount to be approximately \$1,000 which would include the cost of meeting rooms, staff time, meeting refreshments and the promotion of dementia friendly communities education events. This grant would support some of the age-friendly recommendations which include “support the local introduction or expansion of programs for those living with dementia and their care partners (e.g. Dementia Friendly Communities)”

The Alzheimer Society of Perth County is the sole applicant for the Seniors Community Grant Program. The Town of St. Marys would not be responsible for reporting or for the DFC program development or delivery.

We are requesting a Letter of Support for the Alzheimer Society of Perth County’s application for the Seniors Community Grant Program no later than November 24th, 2017.

Please let me know if you have any questions.

Best Regards,

Debbie

Debbie Deichert
Executive Director
Alzheimer Society of Perth County
1020 Ontario Street, Unit 5
Stratford, Ontario N5A 6Z3
Phone: 519-271-1910
1-888-797-1882
Fax: 519-271-1231
www.alzheimerperthcounty.com
Interested in receiving our Newsletter? Sign up [here](#) today





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MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Administration and Human Resources
Date of Meeting:	28 November 2017
Subject:	CAO 44-2017 November Monthly Report (Administration & Human Resources)

RECOMMENDATION

THAT CAO 44-2017 November Monthly Report (Administration & Human Resources) be received for information.

DEPARTMENTAL HIGHLIGHTS

CAO

Strategic Planning

- Farmer's Market: held a preliminary meeting with representatives of Farmer's Market to discuss a request to consider constructing permanent washrooms near the market. Currently in the investigative stage with a goal to establish a budget estimate for the project.
- Fibre Servicing: held a preliminary meeting with Perth South and Quadro to discuss buildout costs to fully service the Town with fibre. Currently researching possible infrastructure grants that may apply.

Intergovernmental Relations

- Township of Zorra: CAO has completed his review of the draft mutual aid agreement provided by Zorra. Awaiting their reply.
- Perth South: Perth South Council has approved the recommendation from the Joint Special Council meeting on November 1, 2017 regarding the James Street South servicing proposal. Administrators are attempting to set up a meeting with the Ministry of Municipal Affairs and Housing to review the possible bonusing provisions associated with the proposal. The Town's internal staff review of the proposal will begin on November 29, 2017.
- UTRCA: Contacted the UTRCA regarding the Glengowan Dam project. They are reporting progress on the file, and anticipate to have a public announcement in the spring / early summer of 2018. Received the 2018 draft UTRCA budget. The budget reflects a 4.0% (or \$3,738) increase over 2017.

Policy Development

- Code of Conduct: First draft of the Code of Conduct substantially complete and undergoing internal vetting process. The Town's deadline to establish a Code of Conduct has been proclaimed by the Province as March 1, 2019.
- Revised Community Grant Policy: Have met with the Stratford Perth Community Foundation to review options for the SPCF to administer the Town's annual granting process. An invite will also be extended to the United Way to review administration options with that organization as well.

Communications and Citizen Engagement

- Truck Traffic Ad-Hoc Committee: Next meeting planned for December 7, 2017. Agenda topics will include an update on the deployment of radar signs and the OPP's response, an update on the 2017 bridge inspection, a current status review of the Traffic By-Law amendments, and plans for 2018 traffic counts.
- St. Marys Cement Community Liaison Committee:
 - Meeting with the Perth District Health Unit and MOW held on November 8, 2017 to review current community concerns, and each agency's role.
 - Community Liaison Committee meeting held on November 17, 2017. The meeting was attended by the MOE, Town representatives, and the community committee members. Town representatives communicated Council's desire for the committee to be fully transparent, and we will raise this again when the terms of reference are finalized. The MOE will be directly engaging with concerned citizens.

Economic Development

- Stratford Perth Centre for Business: Council received a delegation from the Centre on November 14, 2017. The memorandum of understanding for their services has been signed and Council will now receive quarterly progress updates.
- DCVI: Met with representatives of DCVI to discuss how the Town and Perth South can act upon a number of the recommendations in the Perth4Youth project. The school is supportive of having Town and Township staff becoming regular presenters in their Careers class. The school is also supportive of hosting a job fair in the winter/spring. Currently pursuing this idea with Partners in Employment.

Land Sales

- SGD Land Sale: SGD has contacted the CAO / Clerk indicating their intent to exercise their option to buy the lands located off of Enterprise drive. Negotiation of a land sale agreement is underway, with a report back to Council once it is completed.
- 45 Thames Road: As directed by Council, met with Veterinary Purchasing to discuss the possibility of an option to buy agreement for this property. Discussions are ongoing.

Other Projects

- CBHFM Operating Agreement: A final first draft has been completed and is currently being reviewed by the CAO. The CAO and the Board Chair met on September 15, 2017 to review the CBHFM's position on a number of matters.

- Library Reserve: Met with the Library Board to review the proposal to establish an operating reserve for the library. The investigation of this proposal is ongoing, and further information needs to be gathered regarding the current Library Trust before this proposal can be completed.
- Police Service Delivery Review:
 - Substantial draft agreement approved by Council on September 26, with authority delegated to the CAO to finalize the outstanding terms. The remaining terms to be negotiated is the “Indemnity” clause. The CAO has submitted a proposal to the City to close this outstanding item and we are currently waiting a reply from the City.
 - Met with Acting Chief Foster on November 22 to discuss pending transition. First transition meeting with the OPP and Stratford Police Service booked for November 30, 2017.

Human Resources/Payroll

Recruitment

- Completed the recruitment process for Arena Attendants, Supply staff for the ELS, Lifeguard, Economic Development Manager, Events Coordinator, Fire Prevention Officer and Library Clerk
- Currently recruiting for Arena Supervisor, Facilities Operator “A”, Facility Operator “C” and a Crossing Guard

Corporate Training

- Ongoing work with Ray Miller of the Training Bank to finalize the Corporate Core Standards of Service Excellence as part of the pilot project underway at the PRC.

Staff Engagement

- Working with STEAM to organize the Town Staff Christmas Party and the annual United Way fundraising campaign.

HR Systems and Processes

- The final Salary Survey report has been received. Currently undergoing an analysis of the results and determining next steps.
- Preparing for the implementation of Bill 148 Fair Workplaces, Better Jobs Act, 2017 by reviewing and updating existing corporate policies, work procedures and practices and updating Employee Self-Serve systems.

Health and Safety

- Worked with the Joint Health and Safety Steering Committee to review and update the annual Health and Safety Commitment Statement to ensure legislative compliance.

Payroll

- Attended a Benefit Consortium meeting, an OMERS year-end webinar (part 1 of 4) and a Canadian Payroll Association Year-End Workshop
- Researched, presented, set-up and rolled out the Volunteer Firefighter Insurance Services of Canada policy for the Volunteer Firefighters
- Continued testing of the attendance interface between InfoHR/Easy Pay
- Conducted Employee Self-Serve and Electronic Timesheet training session for newly hired staff

OUTSTANDING ISSUES AND PROJECT LIST

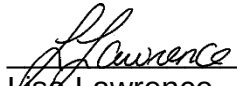
As above.

SPENDING AND VARIANCE ANALYSIS

None to report.

REVIEWED BY

Recommended by the Department



Lisa Lawrence
Human Resources Manager

Recommended by the CAO



Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Corporate Services
Date of Meeting:	28 November 2017
Subject:	COR 39-2017 November Monthly Report (Corporate Services)

RECOMMENDATION

THAT COR 39-2017 November Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Clerks Department

- Licensing
 - Lottery – Reviewing final reports and closing licences. Processing applications for new licences (ongoing).
- Bylaws
 - Reviewing and updating a number of bylaws
- Policy & Procedures
 - Integrity Commissioner – met with Clerks from the County of Perth, Perth South, and West Perth to review the RFP submissions for an Integrity Commissioner.
- Delegation of Authority – reviewing delegation of authority across the organization and ensuring compliance with Attorney General
- Remembrance Day Service - planning and implementation
- Heritage
 - Heritage Property Tax Rebate Program – Notification to eligible property owners by mail has occurred. Information and application package is on website. Additional communication campaign will take place in the New Year.
 - Municipal Register of Cultural Heritage Properties – letter of notification to property owners included in Draft document has been sent. A public information session will be held on Thursday, December 7 at 6:00 pm at the Multi-Purpose Room, Friendship Centre.

Corporate Communications

- Corporate Communications Strategy
 - Interviews for part-time contract Events Coordinator were completed in early November.
 - The successful candidate has accepted the position; an announcement will be made shortly.
- Media Relations
 - Sent out 7 media releases between mid-October and mid-November
 - Resulted in 27 solicited news stories
- Social Media:
 - Facebook (since October 19):
 - 57 new page likes; 59 new page followers

- Best performing paid post: Photo of flags lowered to half-mast to recognize the death of Gord Downie (reached a record 19,397 users, prompted 1,065 reactions, 41 comments and 136 shares)
- Best performing non-paid post: Post about new parking stall procedures for the Santa Claus Parade (reached 9,850 users, prompted 289 reactions, 56 comments and 71 shares)
- Twitter (since September 17):
 - 21 new followers
 - Best performing tweet: Tweet about BX93 being involved in this year's Lighting of the Lights ceremony at the Flats (garnered 2,512 impressions and 13 engagements)
- Promotional & Communication Campaigns
 - Youth Centre Frank Cowan Company cheque presentation; parking stall closure for Santa Claus parade; "Celebrate the Season" Christmas promotion; Remembrance Week; Carbon Monoxide Awareness Week; Coffee with Council; Sparling Bush Open House; Canada 150 time capsule; Friendship Centre Craft Show; Water flushing program
- Publications
 - Spring and Summer 2017/2018 Recreation and Leisure Guide internal deadline mid-November
 - Aquatics Centre schedule flyer design

Events

- Festive Outdoor Light Display
 - Horse-drawn wagon rides booked for December 16, 17, 23 and 24 from 6:30 – 8:30 pm at Milt Dunnell Field
 - Lighting of the lights ceremony after parade on Friday, November 17
 - Festive lights sponsorships
 - \$7,425 in sponsorships received
 - \$2,612.48 in outstanding commitments still to be received/processed

Information Technology

- 53 support tickets closed
- Preparing network for various camera installs
- Updated firewall, forced updates on mobile devices and pushed new firmware to all wireless access points to combat KRACK vulnerability
- Working on an on-premise drop-box style file sharing server for staff
- Attended MISA security conference, brought back solutions and ideas for Town network.

Geographic Information Systems (GIS)

- 111 Locates for September, 10% increase from October 2016
- 8 municipal consent requests approved
- IT support for Town staff
- Completion of Library computer upgrades
- IT support for Child Care laptop and tablets
- Creation of mailing lists for Town staff
- Large format printing for various Town staff

Economic Development/Culture

- Perth South hosted a well-attended Networking Breakfast on October 30th, 7:30am-9:30am at the River Valley Golf Club
- Attended the Labour Market Taskforce meeting
- Youth Development
 - Perth4Youth Project

- The Perth4Youth Celebration Event scheduled for Wednesday, November 22 from 6:45-9:00pm at the Perth County Emergency Services Building, Stratford has been postponed until the New Year.
- Business Attraction, Retention & Expansion
 - New Business consultations: Had discussions and shared information with prospective business operators.

VIA Services

- During the month of October there were 249 Boarding, 295 Arriving, and 75% of tickets were printed on site

OUTSTANDING ISSUES AND PROJECT LIST

As above.

SPENDING AND VARIANCE ANALYSIS

None to report.

REVIEWED BY

Recommended by the Department



Trisha McKibbin
Director of Corporate Services

Recommended by the CAO



Brent Kittmer
CAO / Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Trisha McKibbin, Director of Corporate Services / Deputy Clerk
Date of Meeting:	28 November 2017
Subject:	COR 40-2017 Heritage Conservation and Maintenance Agreement Delegation of Authority

PURPOSE

The purpose of this report is to present to Council a copy of the Heritage Conservation and Maintenance Agreement that is a requirement of participating in the Heritage Property Tax Rebate Program. This report also seeks to receive Council's approval, by bylaw, for the delegation of authority to the Director of Building & Development to sign these agreements.

RECOMMENDATION

THAT Council receive COR 40-2017 Heritage Conservation and Maintenance Agreement Delegation of Authority, and;

THAT Council approve By-law 102-2017 delegating authority to the Director of Building & Development to sign Heritage Conservation and Maintenance Agreements on behalf of Council.

BACKGROUND

On September 12, 2017 Council passed By-law 79-2017 establishing a Heritage Property Tax Rebate Program for those eligible properties located within the Heritage Conservation District.

A Heritage Conservation Agreement is a mandatory requirement of a Heritage Property Tax Rebate Program. To be eligible for the Heritage Tax Rebate the *Municipal Act* requires the property to be subject to a Heritage Conservation Agreement. A Heritage Conservation Agreement is a legal agreement between the Town of St. Marys (Town) and the owner of a property to protect the heritage features of a property, and to encourage good stewardship of the property.

The *Municipal Act* provides three options for the agreement; 1) an easement agreement with the local municipality; or 2) an easement agreement with the Ontario Heritage Foundation; or 3) an agreement with the local municipality in which the property is located respecting the preservation and maintenance of the property. With the passing of By-law 79-2017, Council determined that an agreement with the local municipality would be the option utilized in the Heritage Property Tax Rebate Program. A property owner would be required to sign the Heritage Conservation Agreement prior to the disbursement of their eligible tax rebate.

REPORT

As the Heritage Conservation and Maintenance Agreement must be executed prior to the processing of the Heritage Property Tax Rebate applications, granting the authority to sign the Agreement on behalf of the Town to a staff member will enable the efficient and timely processing of both the Conservation and Maintenance Agreement as well as Heritage Property Tax Rebate Program applications.

Section 23.1 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorizes a municipality to delegate its powers and duties under the *Municipal Act* or any other legislation to a person or body, subject to the restrictions set out in the *Municipal Act*. By-law 101-2017 would delegate authority to the Director of Building & Planning to sign the Heritage Conservation and Maintenance Agreement on behalf of Council. Currently, all applications for the Heritage Property Tax Rebate Program are submitted to the Building & Development Department for review as Part B of the application may require Building and / or Heritage permits. By delegating authority to the Director of Building & Planning all applications and agreements for the Heritage Tax Rebate Program would remain within one department. Consultation with other departments, including Finance and Corporate Services may still occur under this process.

SUMMARY

This report contains information and a recommendation that the delegation of authority to sign Heritage and Maintenance Agreements for the Heritage Property Tax Rebate Program be delegate to the Director of Building & Planning to ensure the timely execution and process of both the Agreement and the Tax Rebate Application.

FINANCIAL IMPLICATIONS

None.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #5 Economic Development:
 - Outcome: Emphasize culture as a key economic driver the community
 - Tactic(s): Provide an attractive and well-functioning streetscape in the downtown core.
 - Pillar #5 Economic Development:
 - Outcome: Downtown revitalization plan
 - Tactic(s): Investigate prospect of turning second storey downtown space into rentals or studios.
 - Pillar #4 Culture & Recreation:
 - Outcome: Downtown revitalization plan
 - Tactic(s): Create the winning conditions to attract cultural/commercial enterprises into the core.

OTHERS CONSULTED

Grant Brouwer, Director of Building & Planning

ATTACHMENTS

Heritage Conservation and Maintenance Agreement

REVIEWED BY

Recommended by the Department



Trisha McKibbin
Director of Corporate Services / Deputy Clerk

Recommended by the CAO

A handwritten signature in black ink, appearing to read "BK", followed by a horizontal line.

Brent Kittmer
CAO / Clerk

TOWN OF ST. MARYS

THIS AGREEMENT made in triplicate this ____ day of _____, 20__

B E T W E E N:

HOME OWNER

(Hereinafter referred to as the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF ST. MARYS

(hereinafter referred to as the "Town")

OF THE SECOND PART

WHEREAS _____ **[NAME OF PROPERTY OWNER]** is the registered owner of the property known municipally as _____ **[MUNICIPAL ADDRESS , LEGAL ADDRESS]**, situated in the Town of St. Marys, more particularly described in Section 7 of this agreement hereto (the "subject lands");

AND WHEREAS the subject lands were designated under the Ontario Heritage Act, R.S.O. 1990, c. O.18, as amended, by By-law 62-2012;

AND WHEREAS the Council of The Corporation of the Town of St. Marys, pursuant to Section 365.2 of the *Municipal Act, 2001, S.O. 2001, c.25* the Town passed By-law 79-2017 - Heritage Property Tax Rebate Program (the "Program");

AND WHEREAS pursuant to Section 365.2(2biii) of the *Municipal Act, 2001, S.O. 2001, c.25* the Town is authorized to enter into an agreement with owners of real property, or interests therein, for the preservation and maintenance of the property;

AND WHEREAS the Owner has applied to participate in the Program, which requires the Owner to enter into a Conservation and Maintenance Agreement (the "Agreement") pursuant to Bylaw 79-2017, being a By-law to establish a heritage property tax rebate program for the Heritage Conservation District;

NOW THEREFORE THIS AGREEMENT STATES that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada paid by the Town to the Owner (receipt thereof is hereby acknowledged), the parties hereto agree to abide by the following:

1.0 GENERAL PROVISIONS

1.1 This Agreement shall apply to and be binding upon the property known municipally as MUNICIPAL ADDRESS (the “subject lands”).

1.2 The Owner warrants that at the time of the Application, The Building was occupied and in a good and habitable condition.

1.3 The Owner further warrants that at the time of the Application, there are no outstanding taxes, fines, penalties, fees, work orders or any other contraventions or outstanding municipal requirements.

2.0 MAINTENANCE AND CONSERVATION

2.1 The Owner shall at all times maintain the Building and the Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Building's or the Property's condition and appearance shall take place, including without limiting the generality of the foregoing taking all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

2.2 The Owner shall not undertake or permit to be undertaken any alteration, removal, demolition, construction, or installation of any sign or structure, or any other thing or act that is likely to affect the appearance or construction of the Building or the Property or is inconsistent with any provision of this Agreement or the Heritage Conservation District Plan (“HCD Plan”), without obtaining the prior written approval of the Town in the form of a Heritage Permit.

2.3 All alterations must be conducted in compliance with the HCD Plan and associated guidelines; the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2012) and the requirements of any Heritage Permit issued by the Town.

2.4 Notwithstanding paragraph 2.2 of this Agreement, it is understood and agreed that in the event of an emergency that puts the security or integrity of the Building or occupants of the Building at risk of injury or damage, the Owner may undertake such temporary measures in respect of the Building and the Property as are:

- in keeping with the intent of this Agreement;
- consistent with the conservation of the Building and the Property; and
- reasonably necessary to deal with such an emergency, provided that the *Building Code Act, 1992*, as amended or re-enacted from time to time, is complied with and, where time permits, Town staff are consulted in advance. The Owner shall notify the Director of Building & Development, or designate, of any such measures within 24 hours.

3.0 DAMAGE OR DESTRUCTION

3.1 The Owner shall notify the Director of Building and Development, or designate, in writing immediately upon any damage or destruction occurring to the Building or the Property. No rebuilding, restoration or repair work shall be undertaken without obtaining the prior written approval of the Town, in the form of a Heritage Permit.

4.0 OBLIGATIONS OF THE TOWN

4.2 Where an application to participate in the Heritage Tax Refund Program is approved, any monies shall be used to preserve, repair and maintain the property. Monies may also be applied to associated works that support and enhance the preservation, repair and maintenance of the designated structure.

5.0 NON-LIABILITY OF TOWN

5.1 The Town shall not be held liable for any damage to the designated structure located on the subject lands that may result from maintenance and preservation works performed under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

Witness

PROPOERTY OWNER

**THE CORPORATION OF THE
TOWN OF ST. MARYS**

Per:

Grant Brouwer, Director of Building & Development

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Trisha McKibbin, Director of Corporate Services / Deputy Clerk
Date of Meeting:	28 November 2017
Subject:	COR 41-2017 To Repeal By-Law 43-1997

PURPOSE

To seek Council's approval to repeal Town of St. Marys By-Law 43-1997, a by-law to regulate parking on parking lots.

RECOMMENDATION

THAT Council repeal By-Law 43-1997, a by-law to regulate parking on parking lots.

BACKGROUND

In 1997, Council passed By-Law 43-1997 regulating parking on parking lots. The purpose of the by-law was to regulate the act of parking in the Post Office parking lot. At the time, the property and building were owned by the Corporation of the Town of St. Marys (Town). In 2014 the Town sold 35 Wellington Street South.

REPORT

During staff's review of By-Law 06-2014, Traffic and Parking, it recognized that By-Law 43-1997 remained on the books. As the property at 35 Wellington Street South is no longer owned by the Town, the Town no longer has the jurisdiction to permit such a by-law. In order to clean up the by-law books, staff are recommending to Council to repeal the by-law.

SUMMARY

In an effort to maintain the by-laws of the Corporation of the Town of St. Marys, staff are recommending to Council to repeal a by-law regulating parking on 35 Wellington Street South, a property the Town no longer owns.

FINANCIAL IMPLICATIONS

None.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Jed Kelly, Director of Public Works

ATTACHMENTS

By-law 43-1997

REVIEWED BY

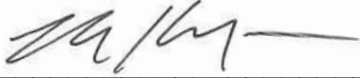
Recommended by the Department



Trisha McKibbin

Director of Corporate Services / Deputy Clerk

Recommended by the CAO



Brent Kittmer

CAO / Clerk

BY-LAW NUMBER 43/97 OF THE CORPORATION OF THE TOWN OF ST. MARYS

BEING a By-Law to regulate parking on parking lots.

The Municipal Council of The Corporation of the Town of St. Marys (hereinafter sometimes referred to as "the Corporation") enacts as a By-law as follows:

1. **DEFINITIONS**

For the purposes of this By-law:

- (a) **PARKING LOT** means an area not on public highway designated by this By-law constituting a parking lot.
- (b) **PARKING SPACE** means a portion of the surface of a parking lot designated by suitable markings.
- (c) **VEHICLE** includes a motor vehicle, trailer, traction engine, farm tractor, road building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power.
- (d) **PARK OR PARKING** means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in the loading or unloading of merchandise or passengers.

2. No owner or operator shall allow a vehicle to remain parked on a parking lot described in Schedule "A" to this By-law for a period of longer than Fifteen (15) minutes at any one time.

3. The Corporation may consent to the parking of vehicles in the parking lot for more than fifteen (15) minutes at any one time. The Corporation may issue a parking device which shall be displayed in or upon such vehicle while it is occupying a parking space upon such lot.

4. It shall be the duty of the persons responsible for the enforcement of this By-law to report:

- (a) The location of each vehicle that has been parked in violation of any of the provisions of this By-law.
- (b) The permit number and a concise description of such vehicle.
- (c) The time during which such vehicle is parking in violation of any of the provisions of this By-law.
- (d) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending a violation of any of the provisions of this By-law. Each enforcement officer shall also attach to the vehicle a serially numbered notice indicating that the vehicle has been parked in violation of the provisions of this By-law and instructing the operator to report to the office of the Clerk of the Town of St. Marys in regard to such violation.
- (e) It shall be the duty of the enforcement officer to furnish to the Clerk a report of each serially numbered notice of violation.
- (f) It shall be the duty of the enforcement officer to ascertain the name and address of the owner of any vehicle parked in violation of this By-law as soon as possible following the occurrence of the violation.

5. The owner or operator of any vehicle parked in violation of the provisions of this By-law may, within one hundred and twenty hours (5 days) of the time when such notice is attached to such vehicle (exclusive of Sundays and Public Holidays), pay to the Clerk or other designated official on duty at the office who is authorized to accept such payment and furnish an official receipt if requested therefore, the sum of Twenty-Five (\$25.00) Dollars as a penalty for and in full satisfaction for such violation. Upon failure of the owner or operator to make the foregoing payment within one hundred and twenty hours (exclusive of Sundays and Public Holidays) the said owner shall become liable for prosecution as provided for by this By-law.

6. Any vehicle found to be parked or left contrary to this By-law may be removed and

impounded at its owner's expense and the Corporation or any person acting on its behalf or any person acting pursuant to the provisions of this By-law shall not be liable for damage to such vehicle arising out of or caused by such removal and impounding.

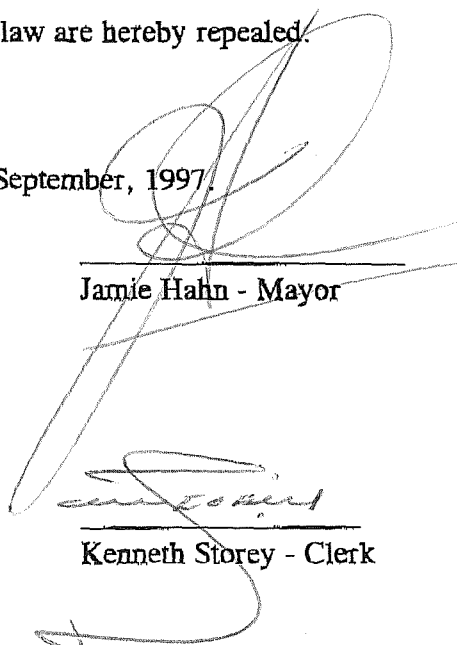
7. Any Police Officer or person responsible for the enforcement of this By-law are and they are hereby designated as the persons authorized to request the removal of vehicles parked contrary to the provision of this By-law.

8. If any section, clause, or provisions of this By-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses, or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

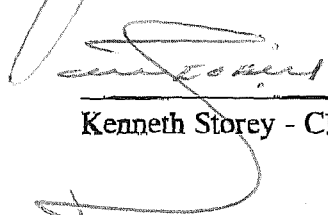
9. Any owner or operator of any vehicle which is parked in violation of any provision of this By-law is guilty of an offence and upon conviction, shall be liable to a fine in accordance with the Provincial Offences Act as amended.

10. All By-laws heretofore passed respecting the regulation of parking on the parking lots described in Schedule "A" to this By-law are hereby repealed.

FINALLY PASSED this day of September, 1997.



Jamie Hahn - Mayor



Kenneth Storey - Clerk

SCHEDULE "A"**NAME****DESCRIPTION**

Post Office Parking Lot

West Part Lots 1, 2 & 3,
Registered Plan 225, East Side
Wellington Street South
(Also Known as Part 1 on
RP 44R-2257)

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Finance

Date of Meeting: 28 November 2017

Subject: FIN 22-2017 November Monthly Report (Finance)

RECOMMENDATION

THAT FIN 22-2017 November Monthly Report (Finance) be received for information.

DEPARTMENTAL HIGHLIGHTS

- Completion of final report for the Development Charges by-law.
- First draft of 2018 budget compiled and reports designed in budget software.
- Initial review of 2017 year end taxation data from MPAC and OPTA to project 2018 for budget purposes.
- Submitted debenture documents for December financing of the Wellington Street bridge as required by Infrastructure Ontario.
- Auditors were on site for 2017 interim audit work.
- Starting review of accounts for year end close.

OUTSTANDING ISSUES AND PROJECT LIST

- Consolidating general accounts receivables to facilitate on-line payment options.
- Updating of Fees By-law.
- Update Bids & Tenders on-line site and Procurement By-law to move to on-line bid submissions in the new year.

SPENDING AND VARIANCE ANALYSIS

- Capital Status Report November 10, 2017 attached

REVIEWED BY

Recommended by the Department



Jim Brown
Director of Finance

Recommended by the CAO



Brent Kittmer
CAO / Clerk

**Town of St. Marys
Capital and Special Projects 2017
November 10, 2017**

	Actual Net of Revenue	YTD Expense	Budgeted Expense	Variance Over (Under)	planning	tender writing	tender issued	awarded	work in process	completed	Comments
9001- FINANCE BUDGET SOFTWARE	28,696	28,696	35,000	(6,304)	x	x	x	x	x		Project is nearing completion
9050- IT (MATERIALS)	12,250	12,250	15,000	(2,750)	x	x	x	x	x		Completed
9051- BACKUP SERVER REPLACE	25,516	25,516	29,000	(3,484)	x	x	x	x	x	x	Completed
9120- FACILITIES (ENERGY UPGRADES)	33,295	33,295	30,000	3,295							
9123- CADZOW PLAYGROUND	159,541	159,541	150,000	9,541	x	x	x	x	x	x	Overage was for landscaping to ensure park was ready for the Canada 150th celebration.
9124- CEMETERY OFFICE PAINT INT/EXT	-	-	10,000	(10,000)	x	x					getting quotes
9125- FIRE HALL DIGITAL SIGN	15,671	15,671	15,000	671	x	x	x	x	x	x	Completed
9126- FIRE HALL WINDOW REPLACE	-	-	10,000	(10,000)							Removed from Budget
9127- LIBRARY STEPS (CHURCH ST)	58,050	58,050	35,000	23,050	x	x	x	x	x	x	Overage was approved by Council on April 25 (DEV 11-2017)
9128- LIND SPORTSPLEX ROOF REPLACE	-	-	98,000	(98,000)	x	x	x	x	x	x	Completed
9129- MUSEUM CONDITION ASSESMT	-	-	15,000	(15,000)							would like to move to 2018
9130- MUSEUM BARN PAINTING	9,972	9,972	10,000	(28)	x	x	x	x	x	x	Completed
9131- MUSEUM SOFFIT/FASIA/GINGER	14,857	14,857	10,000	4,857	x	x	x	x	x	x	Completed
9132- OLD WATER TOWER UPGRADES	23,909	23,909	75,000	(51,091)	x	x	x	x	x	x	Completed
9133- PRC BANQUET HALL SOUND SYSTEM	-	-	32,000	(32,000)	x	x	x	x			in progress
9134- PRC TRACTOR SNOWBLOWER	14,704	14,704	15,000	(296)	x	x	x	x	x	x	Completed
9135- GUEST SERVICES DESK REBUILD	-	-	20,000	(20,000)							Removed from Budget
9136- PRC POOL GROUTING	31,380	31,380	30,000	1,380	x	x	x	x	x	x	Completed
9137- TOWN HALL SIGN	5,764	5,764	10,000	(4,236)	x	x	x	x	x	x	Completed
9138- TH EXT WASHROOM DOOR	-	-	15,000	(15,000)	x						
9139- TH WINDOW REPLACE	-	-	15,000	(15,000)	x	x	x	x	x		reviewing draft report
9140- REPOINT STONE WALLS	-	-	43,000	(43,000)							
9141- VIA SOFFIT REPAIRS.PAINT	14,844	14,844	15,000	(156)	x	x	x	x	x	x	Completed
9213- FIRE SCBA BREATHING APP	-	-	225,000	(225,000)	x						Current delivery date of products is the week of 20-24 November 2017
9314- ANNUAL SIDEWALK/CURBING PROGRAM	11,731	11,731	70,000	(58,269)	x						
9318- ST. MARIA ST./WELLNGTON RECONST	(1,272)	(1,272)	98,000	(99,272)	x	x	x	x	x	x	Completed - Top Application
9320- BRIDGE WELLINGTON ST.	722,547	722,547	2,238,000	(1,515,453)	x	x	x	x	x		Ongoing - Completion Late November 2017
9327- WARNER / JONES CONSTR	615,924	744,746	922,000	(177,254)	x	x	x	x	x	x	Completed - Entering project warrenty period
9329- EMILY ST RECONSTRUCTION	1,006,896	1,963,923	2,280,000	(316,077)	x	x	x	x	x	x	Completed - Entering project warrenty period
9330- ST GEORGE ST N. RECONSTRUCT	9,536	9,536	49,000	(39,464)	x	x	x	x	x	x	Design completed, construction 2018 or 2019 depending on resv. Timeline
9331- WELLINGTON ST S (PARK TO QUEEN)	-	-	49,000	(49,000)	x	x	x	x	x		Design Ongoing , to be completed spring 2018
9332- VARIOUS SIDEWALKS (PTIF FUNDED)	-	-	136,000	(136,000)	x	x					Deffer to Spring of 2018
9350- REFURBISH R10 VACTOR	-	-	30,000	(30,000)	x	x	x	x		x	Pressure tests on pumps completed, vendor recommending not to touch at this time
9351- REPLACE L10 PICKUP	30,221	30,221	28,000	2,221	x	x	x	x	x	x	Completed
9352- REPLACE J10 BACKHOE	-	-	50,000	(50,000)	x	x	x	x	x	x	Completed
9353- R30 PAVEMASTER	18,749	18,749	30,000	(11,251)	x	x	x	x	x	x	Completed
9354- SMALL TOOL REPLACEMENTS	9,394	9,394	6,000	3,394	x	x	x	x	x	x	Completed
9355- J-50 DUAL WHEELS	-	-	6,000	(6,000)	x	x	x	x	x	x	Completed
9356- PAVEMENT EDGER	8,141	8,141	8,000	141	x	x	x	x	x	x	Completed
9357- T-60 SANDER APPLICATOR	5,292	5,292	5,000	292	x	x	x	x	x	x	Completed
9358- DECORATIVE POLE REFURB	9,036	9,036	25,000	(15,964)	x	x	x	x	x	x	Completed

Town of St. Marys Capital and Special Projects 2017 November 10, 2017	Actual	YTD	Budgeted	Variance	planning	tender writing	tender issued	awarded	work in process	completed	Comments
	Net of Revenue	Expense	Expense	Over (Under)							
9359- GATEWAY LANDSCAPE FEATURES	47,057	50,057	50,000	57	x	x	x	x	x	x	Completed
9390- ANNUAL RESURFACE PROGRAM	8,985	8,985	120,000	(111,015)	x	X	X	X	x	x	Completed
9391- CONCRETE GRINDING	84,244	84,244	120,000	(35,756)	x	x	x	x	x	x	Completed
9411- SEWAGE TREATMENT PLANT	2,778	2,778	230,000	(227,222)	x	x	x	x	x		Ongoing - Inlet works design
9413- LANDFILL EPA & IMPROVE	26,182	26,182	310,000	(283,818)	x	x	x	x	x		MOE Comments received Oct 5th, Next steps Prep budget Approval Dec 5th
9414- SANITARY PRE CONSTRUCTION	2,255	2,255	25,000	(22,745)	x	x	x	x	x		spot repairs Emily St, Warner - Jones, Road Allowance Service portions as required
9415- BIOSOLIDS LOADING PUMP	169,465	169,465	190,000	(20,535)	x	x	x	x	x	x	Completed
9416- WWTP EMERGENCY STANDBY POWER	144	144	307,000	(306,856)	x	x	x				Eng. Engaged in Design & Tender
9417- EMERGENCY POWER 728 QUEEN ST E	129	129	70,000	(69,871)	x	x	x				Eng. Engaged in Design & Tender
9421- STORMWATER MGMT/WATERCOURSE IMPROVE	-	-	126,000	(126,000)	x	x	x	x	x		UTRCA lead project works ongoing
9435- ADD'L WATER STORAGE	65,009	65,009	215,000	(149,991)	x	x	x	x	x		Design Ongoing , to be ready for tender early 2018
9740- LIBRARY (MATERIALS)	50,115	50,115	58,000	(7,885)	x	x	x	x	x		Books purchased throughout year
			8,808,000								
2016 CARRYFORWARD PROJECTS				-							
9040- MOC COUNTER	8,181	8,181	15,000	(6,819)	x	x	x	x	x	x	Completed
9112- TOWNHALL AIR HANDLERS	5,597	5,597	653	4,944	x	x	x	x	x	x	Completed
9116- FACILITIES THALL (BELL TOWER)	37,220	37,220	25,416	11,804	x	x	x	x	x	x	Completed
9212- ELC RELOCATION	(253,151)	64,866	368,987	(304,121)	x	x	x	x	x		School Board to be paid in November
9310- ROAD EQUIPMENT	268,013	268,013	267,129	884	x	x	x	x	x	x	2017 Freightliner single axle 4 wheel drive
9319- GLASS ST EXTENSION	33,155	33,155	76,000	(42,845)	x	x	x	x	x	x	
9710- QUARRY CLIFF DIVE	5,289	5,289	78,202	(72,913)	x	x	x	x	x	x	Completed
9713- REC MASTER PLAN	62,065	62,065	64,000	(1,935)	x	x	x	x	x		
9743- LIBRARY STUDY	(1,208)	-	1,508	(1,508)	x	x	x	x	x	x	
2017 ADDITIONAL PROJECTS											
9210- FIRE SMALL EQUIPMENT	5,866	5,866	-		x	x	x	x	x	x	Purchase of the Rapid Deployment Craft has been made.
9333- GENERATOR WATER BOOSTER PUMP JAMES ST S	(127,228)	8,581	-		x						Industry will provide funds in advance of project start
9334- DOWNTOWN STREET LIGHT GLOBES	(183)	31,859	-		x	x	x	x	x		\$32,000 deposit received in advance from BIA
	3,394,622.39	4,970,548.08	9,704,895								

FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jim Brown, Director of Finance

Date of Meeting: 28 November 2017

Subject: **FIN 23-2017 Development Charges By-Law**

PURPOSE

The purpose of this report is to seek Council's adoption of Development Charges By-law 99-2017

RECOMMENDATION

THAT Council approve the Development Charges Background Study dated September 29, 2017 and addendum issued November 7, 2017; and,

THAT Council has determined that no further public meetings are required under Section 12(3) of the Development Charges Act, 1997; and

THAT Council approve By-Law 99-2017, a by-law to set the development charges for the Town of St. Marys.

BACKGROUND

Development charges are one-time fees collected from developers and builders to help pay for the cost of capital infrastructure required to provide municipal services to new development, such as roads, fire, police facilities, water and wastewater. In St. Marys these fees are collected upon building permit issuance. The legislation providing municipalities to levy these charges is contained in the Development Charges Act, 1997. As stated in the legislation a Development Charge By-law has a maximum life of 5 years. The Town's current by-law expires February 28, 2018.

Included as an attachment to this report is an Addendum to Development Charges Study. The addendum provides details on how the water and wastewater rates were calculated as support to the background study. The addendum contains no changes that impact the background study.

REPORT

The following is a summary of the change from the current to the proposed background study rates.

	Current	Proposed	Change	
			\$	%
RESIDENTIAL				
Single Dwelling	\$7,568	\$8,230	\$662	8.7 %
Semi-Detached Dwelling	\$6,414	\$8,230	\$1,816	28.3%
Apartments – 2 Bedrooms +	\$4,703	\$4,897	\$194	4.1%
Apartments – Bachelor and 1 Bedrooms	\$3,057	\$3,390	\$333	10.9%
Other Multiples	\$5,582	\$5,622	\$40	.7%
NON-RESIDENTIAL				
per ft ² of Gross Floor Area	\$ --	\$7.21	\$7.21	

Discount for Semi-Detached Dwellings:

In the current development charge rates, semi-detached dwellings have been identified as a separate category with a DC rate of approximately 85% of single dwelling. Our development charge consultants, who do a significant number of these studies across the province, are not aware of any other municipality that has provided such a discount for semis.

Typically, the development charge for a semi-detached dwelling is the same as a detached single-family home. Development charges are a population based calculation and as Statistics Canada does not collect data on semi-detached homes separate of single-detached homes and therefore it is not a rate that can be determined through the background study. If statistics were available that would support a lower persons per unit for semis, then the study would reflect and justify a lower rate for semis compared to single-detached. However, the offset would be an increase in the single dwelling rate.

The discount for semis in St. Marys has been done by policy through a Council exemption with this year's impact being \$1,154 per unit. As all exemptions have to be alternately funded, the tax levy impact since 2013 on the discount for semi-detached has amounted to \$68,000.

In reviewing the history of this discount the concept of affordability has been mentioned in that the DC discount for semis is a policy approach for Council to encourage more affordable housing to be built in St. Marys. The building community supports this idea that the discount is an incentive to provide more affordable housing, and has pointed out that they can construct two semis within the same footprint of a single detached dwelling.

To continue providing this discount is a policy decision Council will need to make. A key consideration for Council is if this policy is truly advancing Council's strategic goals to create more affordable housing options in the Town.

In reviewing CMHC affordable housing literature prepared for municipalities, the only reference to development charges was actually including a charge within the DC to fund affordable housing initiatives. In addition, CMHC defines affordable housing as "In Canada, housing is considered affordable if shelter costs account for less than 30 per cent of before-tax household income."

As an initiative to increase affordable/attainable housing options in the Town, it's questionable if the current strategy is achieving Council's goal of having more housing on the market that is attainably priced. Council's policy to provide a discount on semi-detached construction has resulted in an uptake in the construction of semis, but the program is not necessarily targeted to those in need nor is there a target price point for these homes set by Council. Many semis that are constructed in St. Marys are priced for sale in excess of \$300,000. In addition, there is no means to measure whether the discount is in fact passed onto the initial buyer and, if so, once it is resold if the benefit ends.

The recommendation is to discontinue the current approach to discounting for semi-detached dwellings in the Development Charge By-law.

One of Council's key strategic goals is to create an environment to promote more attainable housing in Town. There are alternate approaches to affordable / attainable housing that would better achieve results. For example, Council could choose to establish a policy to provide a discount for a semi-detached construction only for those units that are sold within what would be considered an "attainable" price range.

Phase-in of new rates:

In the analysis of the increase in the proposed rates, with the exception of the removal of the semi-detached, the increase is as high at 11% and as low as 1% (a range of \$40 - \$662 in total increase over the existing rates). These increases are not significant and actually less than the annual phase-in increases applied during the previous study. The recommendation is to implement the rates as stated and not to implement a phase-in.

Non-residential Rates:

The non-residential category includes industrial, commercial and institutional for which the Town has historically not collected a charge. The following are the eligible rates as calculated in the Background Study.

	Non-Residential Rate as per Background Study (per ft ² of Gross Floor Area)
Municipal Wide Services:	
Services Related to Highway	\$2.26
Fire Protection Services	\$0.35
Police Services	\$0.07
Indoor & Outdoor Recreation Services	\$0.05
Library Services	\$0.11
Administration	\$0.32
Wastewater Services	\$3.08
Water Services	\$0.97
Total Urban Services	\$7.21

The decision to levy non-residential development may play a significant role in the attraction of industrial, commercial and institutional development. Non-residential charges are prevalent in the greater Toronto area and as you move outward the levy is less likely as the demand for land decreases.

To attract new business the rates must be competitive with the literature stating the industrial sector is more price sensitive than commercial. Also rates for hard services such as water and wastewater are more readily accepted by business rather than the softer services such as recreation and administration.

In Perth County the commercial rates vary from \$0 to \$3.00 and the industrial from \$0 to \$2.06 which are significantly less than the full rate of \$7.21 calculated in the Town's background study. To generate revenue for growth while remaining competitive a partial rate levy would be recommended with the wastewater services rate of \$3.08 being a likely match for commercial and institutional development.

As the City of Stratford has no industrial charge the recommendation is for the Town to continue without a charge.

Municipality	Commercial and Institution - per ft ²					Upper Tier
	Upper Tier Charges	Lower Tier Charges	Education DC's	Total Development Charges	Rank	
Thames Centre	\$0.00	\$15.29	\$0.00	\$15.29	1	Middlesex, C
Wilmot (New Hamburg/Baden)	\$9.52	\$3.27	\$1.73	\$14.52	2	Waterloo, R
Woolwich (Breslau)	\$9.52	\$2.83	\$1.73	\$14.08	3	Waterloo, R
Wellesley	\$9.52	\$2.50	\$1.73	\$13.75	4	Waterloo, R
Woolwich	\$9.52	\$1.84	\$1.73	\$13.09	5	Waterloo, R
St. Marys (Calculated)	\$0.00	\$7.21	\$0.00	\$7.21	6	Separated
Mapleton (Drayton)	\$1.36	\$3.73	\$0.00	\$5.09	7	Wellington, C
Middlesex Centre (Arva, Delaware, Ilderton, Kilworth/Komoka)	\$0.00	\$4.78	\$0.00	\$4.78	8	Middlesex, C
Mapleton (Moorefield)	\$1.36	\$3.26	\$0.00	\$4.62	9	Wellington, C
Minto	\$1.36	\$2.38	\$0.00	\$3.74	10	Wellington, C
St. Marys (Recommended)	\$0.00	\$3.08	\$0.00	\$3.08	11	Separated
North Perth (Listowel)	\$0.00	\$3.00	\$0.00	\$3.00	12	Perth, C
West Perth	\$0.00	\$2.06	\$0.00	\$2.06	13	Perth, C

North Perth (Atwood)	\$0.00	\$1.60	\$0.00	\$1.60	14	Perth, C
Stratford	\$0.00	\$2.85	\$0.00	\$2.85	15	Separated
North Middlesex (Parkhill)	\$0.00	\$0.76	\$0.00	\$0.76	16	Middlesex, C
North Middlesex (Ailsa Craig, Nairn & Petty)	\$0.00	\$0.75	\$0.00	\$0.75	17	Middlesex, C
Lucan Biddulph - Lucan Urban Area	\$0.00	\$0.00	\$0.00	\$0.00	18	Middlesex, C
Lucan Biddulph - Granton Urban Area	\$0.00	\$0.00	\$0.00	\$0.00	18	Middlesex, C
St. Marys (Current)	\$0.00	\$0.00	\$0.00	\$0.00	18	Separated

Municipality	Industrial - per ft ²					Upper Tier
	Upper Tier Charges	Lower Tier Charges	Education DC's	Total Development Charges	Rank	
Woolwich (Breslau)	\$4.77	\$2.83	\$1.73	\$9.33	1	Waterloo, R
Wellesley	\$4.77	\$2.50	\$1.73	\$9.00	2	Waterloo, R
Woolwich	\$4.77	\$1.84	\$1.73	\$8.34	3	Waterloo, R
Wilmot (New Hamburg/Baden)	\$4.77	\$1.51	\$1.73	\$8.01	4	Waterloo, R
St. Marys (Calculated)	\$0.00	\$7.21	\$0.00	\$7.21	5	Separated
Mapleton (Drayton)	\$1.36	\$3.73	\$0.00	\$5.09	6	Wellington, C
Mapleton (Moorefield)	\$1.36	\$3.26	\$0.00	\$4.62	7	Wellington, C
Minto	\$1.36	\$2.38	\$0.00	\$3.74	8	Wellington, C
West Perth	\$0.00	\$2.06	\$0.00	\$2.06	9	Perth, C
Middlesex Centre (Arva, Delaware, Ilderton, Kilworth/Komoka)	\$0.00	\$1.91	\$0.00	\$1.91	10	Middlesex, C
North Perth (Listowel)	\$0.00	\$1.78	\$0.00	\$1.78	11	Perth, C
North Middlesex (Parkhill)	\$0.00	\$0.76	\$0.00	\$0.76	12	Middlesex, C
North Middlesex (Ailsa Craig, Nairn & Petty)	\$0.00	\$0.75	\$0.00	\$0.75	13	Middlesex, C
North Perth (Atwood)	\$0.00	\$0.38	\$0.00	\$0.38	14	Perth, C
Thames Centre	\$0.00	\$0.00	\$0.00	\$0.00	15	Middlesex, C
Lucan Biddulph - Lucan Urban Area	\$0.00	\$0.00	\$0.00	\$0.00	15	Middlesex, C
Lucan Biddulph - Granton Urban Area	\$0.00	\$0.00	\$0.00	\$0.00	15	Middlesex, C
Stratford	\$0.00	\$0.00	\$0.00	\$0.00	15	Separated
St. Marys (Current & Recommended)	\$0.00	\$0.00	\$0.00	\$0.00	15	Separated

*The County of Perth, Perth East and Perth South do not have Development Charges.

Implementation of New Rates:

The timing of the new rates is typically on the date the by-law passes which would be November 28 in this instance. As the rates are based on 2017 values the by-law states that the rates would be indexed January 1 each year starting 2018. Rather than implement rates at the end of November and then index them the following month, the current rates will be in effect for the remainder of the year with the new indexed rates taking effect January 1, 2018.

SUMMARY

This report presents the results of the Development Charge Study that was initiated in March of this year. During this process various meeting where held with staff to review the data collected, a Council workshop was held, the DC Background Study was issued, a meeting and additional discussions were held with stakeholders and most recently the public meeting took place. The requirements of the Development Charges Act have been fulfilled.

FINANCIAL IMPLICATIONS

The Town developed the Development Charge rates with the intent of collecting the true cost of growth from developers rather than through drawing on the tax base. The implementation of the rates will recover the full cost from residential development and a partial recovery from institutional and commercial while remaining competitive with neighbouring municipalities.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #1 Infrastructure:
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.
 - Pillar #3 Balanced Growth:
 - The Town will develop a sustainable growth plan to ensure new revenue sources can meet the increasing costs of existing service demands to satisfy population growth and economic development plans, all while continuing to support existing and new industrial and commercial ventures.
 - Pillar #5 Economic Growth:
 - The Town will view economic development as one of the essential keystones to growth and sustainability. A targeted approach in this area will focus on supporting, attracting, and retaining a beneficial mix that is realistically tailored to the strengths and needs of St Marys

OTHERS CONSULTED

Senior Management Team
Watson and Associates Economists Ltd.

ATTACHMENTS

Development Charges Background Study 2017 - Addendum

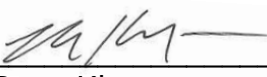
REVIEWED BY

Recommended by the Department



Jim Brown
Director of Finance

Recommended by the CAO



Brent Kittmer
CAO / Clerk

Addendum to:

**Town of St. Marys
Development Charge
Background Study**

DRAFT for Staff Review

November 7, 2017



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 **Planning for growth**

List of Acronyms and Abbreviations

cu.m.	Cubic metre
D.C.	Development Charge
D.C.A.	Development Charges Act, 1997, as amended
E.A.	Environmental Assessment
F.I.R.	Financial Information Return
G.F.A.	Gross floor area
P.P.U.	Persons per unit
P.S.	Pumping Station
S.D.E.	Single detached equivalent
S.D.U.	Single detached unit
sq.ft.	Square foot

Addendum Report to September 29, 2017 Development Charges Background Study

1. Background

Commensurate with the provisions of the Development Charges Act, 1997, as amended (D.C.A.), the Town has undertaken a Development Charges (D.C.) Background Study and released the study in accordance with the D.C.A. The following provides a summary of the key dates in the development charge by-law process:

September 29, 2017 -	Release of the D.C. Background Study and draft by-law
September --, 2017 -	Notice of Public Meeting and notice of release of study
October 16, 2017 -	Conference call discussion with representatives from Stratford Area Homebuilders Association
October 24, 2017 –	Public Meeting
November 28, 2017 –	Anticipated Passage of Development Charges By-law

The purpose of this addendum report is to provide for clarification to the September 29, 2017 D.C. Background Study, as discussed at the October 16, 2017 conference call with the Stratford Area Homebuilders Association and confirmed during the Public Meeting on October 24, 2017. These clarifications are in relation to:

- a. Providing further detail with regard to the change in residential/non-residential shares for wastewater treatment from the 2013 background study to the current background study;
- b. Providing further detail with regard to the calculations for the water storage facility reservoir; and
- c. Further refinements to the Local Service Policy.

These clarifications do not provide for changes to the calculations, therefore the draft by-law, as provided in the September 29, 2017 background study has not been amended at this time.

2. Discussion

This section of the addendum report provides an explanation of the clarifications noted above. It is noted that the clarifications have not impacted the calculated development charges.

2.1 Change in Residential/Non-residential Share for Wastewater Treatment

Upon discussion with the Stratford Area Homebuilders Association, it was determined that further clarification be included in the report regarding the shift in the residential/non-residential shares from the previous D.C. background study to the current background study.

Previously, the growth-related wastewater treatment costs were split between residential and non-residential development based on existing billable flows from the Town's water/wastewater billing system. This resulted in a 55% residential share and a 45% non-residential share. At the time the study was completed in 2013, this was the best information available to Town staff.

For the current study, more information was available as the Town's engineering consultants, BM Ross, undertook work related to the future needs of the water and wastewater systems in St. Marys. BM Ross looked at the future needs of the Town by modelling future flows based on existing per capita and per employee usage. For their existing flows, BM Ross removed large industrial users from their calculations as these users would not be representative of the future users within the Town. Through this work, it was determined that, on average, one person generated the same wastewater flows as one employee. As a result, the residential/non-residential shares have now been proportioned based on the anticipated future population to employment growth.

The capital needs required for the wastewater treatment facility have incorporated the forecasted growth to buildout of the Town. Therefore, the population to employment ratio is calculated based on the growth anticipated to occur at buildout of the Town. Schedule 4 on Page A-8 of the September 29, 2017 D.C. Background Study provides for the buildout population growth forecast. The "Net Population Increase, Mid-2017 to Buildout" provides for an increase in population of 1,948. Schedule 9b on page A-15 provides the employment and gross floor area buildout growth forecast. The incremental change in employment to buildout totals 732. Therefore, the ratio of population to employment would be calculated as follows:

Population	1,948
<u>Employment</u>	<u>+ 732</u>
Total Population and Employment	2,680

$$\text{Population} \div \text{Total Population and Employment} = 73\%$$

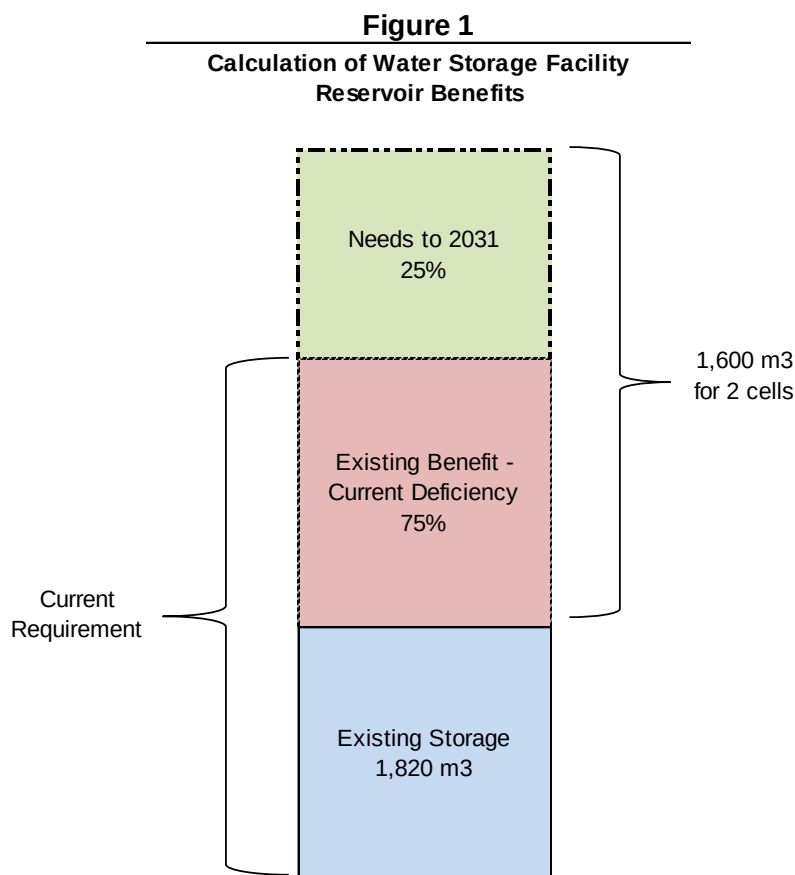
$$\text{Employment} \div \text{Total Population and Employment} = 27\%$$

2.2 Calculations for the Water Storage Facility Reservoir

Similar to wastewater, a request was made by the Homebuilders Association to provide a more detailed explanation regarding the allocation of the water facility cost to growth. Based on a BM Ross memo to staff discussing the Town's water needs for the future, it was identified that Town would need an additional two storage cells for their reservoir to service growth to 2031. Our calculations have provided for the capital costs for two cells, therefore, all costs would be considered in-period and no post-period benefit deduction is required.

In the memo to staff, it was identified that there is a current deficiency in the system of 1,228 cu.m. and the Town's current storage provides for 1,820 cu.m. These are indicated in red and blue in Figure 1. The addition of two cells would provide the Town with an additional 1,600 cu.m. of storage capacity. This would allow the Town to provide capacity for their existing deficiency, as well as provide approximately 372 cu.m. of capacity for the growth-related needs for the population to 2031.

Therefore, of the total gross capital cost of \$2,352,000, \$1,765,000 (or 75%) has been deducted from the calculations for the amount that benefits existing development, resulting in a growth-related amount of \$588,000.



2.3 Local Service Policy

During the presentation at the Public Meeting by the representatives of the Homebuilders Association, a request was made to update the local service policy to include communication ducts and wiring/fiber to the definition of Services Related to a Highway. This information has been added to page E-2 of the Local Service Policy.

2.4 Changes to the Background Report

Based upon the above, the following revisions are made to the pages within the background study (new pages are appended to this report):

- a. Page (5-21 and 5-22) – updated discussion on details of water facilities calculation.
- b. Page (5-23 to 5-27) – updated page numbers.
- c. Page (5-30) – updated discussion on details of residential/non-residential share calculation
- d. Page (E-2) – updated Local Service Policy definition for Services Related to a Highway

Amended Pages

5.3.4 Water Services (Treatment, Storage, and Distribution)

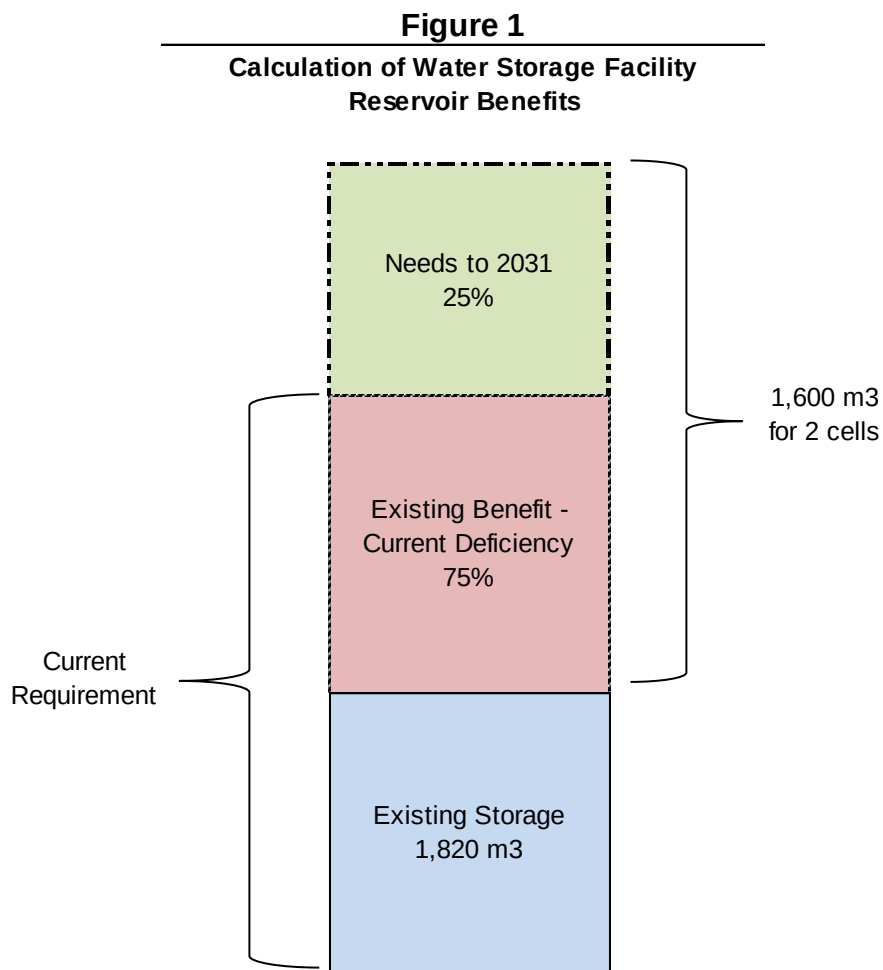
Water Facilities

Based on the growth identified, an additional water storage facility reservoir is required to service growth to 2031. The gross cost of this project is \$2.35 million of which 75% or \$1.76 is attributable to existing development (discussed further below). A deduction for the 2016 year-end reserve fund balance of \$46,778 has been made resulting in a net growth related amount of \$541,222 for inclusion in the D.C. calculations.

Based on a BM Ross memo to staff discussing the Town's water needs for the future, it was identified that Town would need an additional two storage cells for their reservoir to service growth to 2031. Our calculations have provided for the capital costs for two cells, therefore, all costs would be considered in-period and no post-period benefit deduction is required.

In the memo to staff, it was identified that there is a current deficiency in the system of 1,228 cu.m. and the Town's current storage provides for 1,820 cu.m. These are indicated in red and blue in Figure 1. The addition of two cells would provide the Town with an additional 1,600 cu.m. of storage capacity. This would allow the Town to provide capacity for their existing deficiency, as well as provide approximately 372 cu.m. of capacity for the growth-related needs for the population to 2031.

The allocation between residential and non-residential growth is calculated based on incremental growth in population to employment, for the 15-year forecast period for water services. This results in an allocation of 69% to residential and 31% to non-residential.



Water Distribution

Based on the growth identified, the Town has identified eight water distribution projects that are required to service growth to 2031. In total, the gross capital costs are estimated to be \$1,032,800. Benefit to existing amounts totalling \$308,500 have been deducted, as well as \$335,000 in grants. The net D.C. recoverable amount of \$389,300 has been included in the D.C. calculations.

As noted above, the allocation between residential and non-residential growth is calculated based on incremental growth in population to employment, for the 15-year forecast period for water services. This results in an allocation of 69% to residential and 31% to non-residential.

INFRASTRUCTURE COSTS COVERED IN THE DC CALCULATION

Town of St. Marys
Service: Water Facilities

Prj.No	Increased Service Needs Attributable to Anticipated Development 2017-2031	Timing (year)	Gross Capital Cost Estimate (2017\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential DC Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 69%	Non-Residential Share 31%
1	Additional Water Storage Facility Reservoir	2017-2021	2,352,000	-		2,352,000	1,764,000		588,000	405,720	182,280
	Reserve Fund Balance						46,778		(46,778)	(46,778)	
	Total		2,352,000	-	-	2,352,000	1,810,778	-	541,222	358,942	182,280

Prj.No	Increased Service Needs Attributable to Anticipated Development 2017-2031	Timing (year)	Gross Capital Cost Estimate (2017\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential DC Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 69%	Non-Residential Share 31%
1	Wellington St N (Queen to Bridge)	2018-2020	125,000	-		125,000	83,300		41,700	28,773	12,927
2	Wellington St. Bridge WM	2017-2018	100,500	-		100,500	-		100,500	69,345	31,155
3	Ingersoll N (Queen to Widder)	2020-2030	62,800	-		62,800	41,900		20,900	14,421	6,479
4	James St. N (Trailside to Glass) (replace 6")	2017-2022	125,000	-		125,000	83,300		41,700	28,773	12,927
5	Egan Avenue (Church to Wellington)	2018-2023	226,600	-		226,600	2,900	215,050	8,650	5,968	2,681
6	Wellington St. N. (Parkview to Egan)	2021-2025	153,000	-		153,000	38,300		114,700	79,143	35,557
7	Emily St (Thamesview Cres. To Overpass)	2017	239,900	-		239,900	58,800	119,950	61,150	42,194	18,957
	Total		1,032,800	-	-	1,032,800	308,500	335,000	389,300	268,617	120,683

5.3.5 Wastewater Services (Transmission and Plant-related Equipment)

Wastewater Transmission

Growth-related wastewater capital projects for additional transmission works to service the anticipated growth over the buildout forecast period have been identified. The Town has identified costs for the Inflow and infiltration Program as well as the Emily Street sewer. The gross capital costs are estimated to be \$263,900. A benefit to existing component has been identified for both projects and totals \$83,700. This amount, as well as anticipated grant funding in the amount of \$95,100, have been deducted from the calculations. The net total of \$85,100 has therefore, been included in the D.C. calculation.

The allocation between residential and non-residential growth is calculated based incremental growth in population to employment, over the 15-year forecast period for wastewater services. These allocations result in a residential/non-residential split of 69%/31%.

Wastewater Facility-related Equipment

The Town has identified a generator as required to service the anticipated growth over the 15-year forecast period has been identified. The gross capital cost of the generator, as well as the discounted growth-related interest costs for the debt related to the generator are estimated to be \$307,995. A benefit to existing component in the amount of \$57,563 and a grant in the amount of \$230,250 have been deducted from the capital costs. The net total of \$13,926 has therefore, been included in the D.C. calculation.

As noted above, the allocation between residential and non-residential growth is calculated based incremental growth in population to employment, over the 15-year forecast period for wastewater services. These allocations result in a residential/non-residential split of 69%/31%.

INFRASTRUCTURE COSTS COVERED IN THE DC CALCULATION

Town of St. Marys

Service: Wastewater - Sewers

Prj.No	Increased Service Needs Attributable to Anticipated Development	Timing (year)	Gross Capital Cost Estimate (2017\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential DC Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 69%	Non-Residential Share 31%
	2017-2031										
1	Inflow and Infiltration Program	2020	100,000	-		100,000	50,000		50,000	34,500	15,500
2	Emily St (Thamesview Cres. To Overpass)	2017	163,900	-		163,900	33,700	95,100	35,100	24,219	10,881
	Total		263,900	-	-	263,900	83,700	95,100	85,100	58,719	26,381

INFRASTRUCTURE COSTS COVERED IN THE DC CALCULATION

Town of St. Marys

Service: Wastewater Facilities & Related

Prj.No	Increased Service Needs Attributable to Anticipated Development 2017-2031	Timing (year)	Gross Capital Cost Estimate (2017\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential DC Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 69%	Non-Residential Share 31%
1	Wastewater Generator	2017	307,000	-		307,000	57,563	230,250	19,188	13,239	5,948
2	Wastewater Generator - Discounted Growth Related Interest	2018-2022	995	-		995	-		995	687	308
	Total		307,995	-	-	307,995	57,563	230,250	20,183	13,926	6,257

5.4 Service Levels and Buildout Capital Costs for St. Marys' D.C. Calculation

This section evaluates the development-related capital requirements for wastewater treatment over the buildout growth forecast period.

5.4.1 Wastewater Treatment

In the 2011 Development Charges Background Study, as amended by O.M.B. decision DC130004 (note, the amending by-law was passed in January, 2012), the Town identified a wastewater treatment expansion with a total gross capital cost estimate of \$9.68 million. Of this amount, \$1.67 million was deemed benefit to existing and \$2.48 million was deemed to benefit development in the post-forecast period. Therefore, the net growth-related D.C. amount to be included in the calculations was approximately \$5.53 million. Through the O.M.B. hearing, the details of the expansion were provided by Conestoga-Rovers Associates (C.R.A.). These details are provided in Figure 5-1 along with a breakdown of benefit to existing, post-period, grant, and total D.C. eligible (in-period) amounts.

Recently the Town conducted an optimization study to analyse their wastewater system. As a result of this analysis, as well as actual tenders being awarded, some of the capital costs have been adjusted. The updated table is provided in Figure 5-2. The details of the updates to the capital costs are provided below:

Projects 2 and 12 – Administration Building and Detritor

The C.R.A. information identified that \$600,000 was required for the administration building (\$540,000 for maintenance and \$60,000 required for expansion). This item has been identified as requiring upgrades now and is currently out for tender for design services. A new administration building is to be designed along with a new inlet works (detritor) as well as odour control system(s) – see project 12.

The C.R.A. information identified that \$940,000 was required for improvements and enhancements related to the inlet works (i.e. detritor). Of that, \$56,400 was related to maintenance and \$883,600 was related to capacity expansion. The inlet works have been identified as being a critical project for completion at the treatment plant. As such the completion of this project has been proposed to be moved forward. A tender is currently being administered for design services related to the replacement of this unit, along with the Administration building, and odour control systems. This project is tabled for completion between 2017 and 2019 and will be submitted as a project for a grant

application of up to \$1.5 million. A 2017 estimate, based on similar projects completed in the area was \$3 million, which included the inlet works, admin building and odour control systems. As such, this project has been combined with the administration building project. Please note that the scope of this item has changed since the C.R.A. information was completed and now consists of a replacement to benefit from newer technologies. The grant will be submitted to be applied against this benefit to existing amount, leaving the same amount (indexed to 2017 \$) to be D.C. recoverable and included in the D.C. calculations.

Project 5 – New Turbo Blowers

In 2015, the Town of St. Marys purchased and installed one (150 HP) turbo blower as a replacement for existing blowers at a cost of \$215,000. When additional aeration basins are required, one additional unit will be required to accommodate the required capacity. The 2013 C.R.A. information had identified two turbo blowers, therefore the growth-related capital costs have been reduced to reflect the capital cost of one new turbo blower (based on the 2015 purchase value, indexed to 2017 values).

Project 13 – Sludge Pumping

The C.R.A. information identified a portion of the expansion, in the amount of \$155,000, for sludge pumping capabilities, odour control, electrical, etc. This project is currently being completed and has been awarded to a contractor for \$243,000. It will be fully completed by December 2017. As such, the capital cost for this project has been updated to \$243,000.

All Projects

A post period benefit deduction has been applied to all projects with a growth-related cost component. The detailed calculations on calculating the post period benefit share in the previous study, as well as this study, are provided in Figure 5-3 and Figure 5-4, respectively. The post period benefit share is based on the amount of growth anticipated to benefit from the treatment plant expansion that is outside of the D.C. buildout growth forecast. As per the Town's engineering consultant, the treatment plant would provide capacity for an additional 3,234 population (from 6,655 people in 2011 to 9,889 in 2064). The D.C. growth forecast anticipates the buildout population to be 9,117 people. Therefore there is approximately 772 people outside of the D.C. forecast that would benefit from the expansion, or 24%.

The total gross capital costs are estimated to be approximately \$11.08 million. This amount has been netted down by approximately \$1.90 million for the amount the

benefits growth post-buildout, \$1.91 million for the amount that benefits existing development, and \$1.5 million for grant funding. The reserve fund balance of \$285,839 has also been deducted from the capital costs. Therefore, the net D.C. recoverable amount included in the D.C. calculations is \$5,770,161.

Previously, the growth-related wastewater treatment costs were split between residential and non-residential development based on existing billable flows from the Town's water/wastewater billing system. This resulted in a 55% residential share and a 45% non-residential share. At the time the study was completed in 2013, this was the best information available to Town staff.

For the current study, more information was available as the Town's engineering consultants, BM Ross, undertook work related to the future needs of the water and wastewater systems in St. Marys. BM Ross looked at the future needs of the Town by modelling future flows based on existing per capita and per employee usage. For their existing flows, BM Ross removed large industrial users from their calculations as these users would not be representative of the future users within the Town. Through this work, it was determined that, on average, one person generated the same wastewater flows as one employee. As a result, the residential/non-residential shares have now been proportioned based on the anticipated future population to employment growth.

The capital needs required for the wastewater treatment facility have incorporated the forecasted growth to buildout of the Town. Therefore, the population to employment ratio is calculated based on the growth anticipated to occur at buildout of the Town. Schedule 4 on Page A-8 of the September 29, 2017 D.C. Background Study provides for the buildout population growth forecast. The "Net Population Increase, Mid-2017 to Buildout" provides for an increase in population of 1,948. Schedule 9b on page A-15 provides the employment and gross floor area buildout growth forecast. The incremental change in employment to buildout totals 732. Therefore, the ratio of population to employment would be calculated as follows:

Population	1,948
<u>Employment</u>	<u>+ 732</u>
Total Population and Employment	2,680

$$\text{Population} \div \text{Total Population and Employment} = 73\%$$

$$\text{Employment} \div \text{Total Population and Employment} = 27\%$$

Appendix E – Local Service Policy

This Appendix sets out the Town's General Policy Guidelines on Development Charges (D.C.) and local service funding for Services Related to a Highway, Stormwater Management, Transit Bus Stops and Amenities, Parkland Development, and Underground Linear Services. The guidelines outline, in general terms, the size and nature of engineered infrastructure that is included in the study as a development charge project, versus infrastructure that is considered as a local service, to be emplaced separately by landowners, pursuant to a development agreement.

The following policy guidelines are general principles by which staff will be guided in considering development applications. However, each application will be considered, in the context of these policy guidelines as subsection 59(2) of the Development Charges Act, 1997, as amended, on its own merits having regard to, among other factors, the nature, type and location of the development and any existing and proposed development in the surrounding area, as well as the location and type of services required and their relationship to the proposed development and to existing and proposed development in the area.

A. Services Related to a Highway

A highway and services related to a highway are intended for the transportation of people and goods via many different modes including, but not limited to passenger automobiles, commercial vehicles, transit vehicles, bicycles and pedestrians. The highway shall consist of all land and associated infrastructure built to support (or service) this movement of people and goods regardless of the mode of transportation employed, thereby achieving a complete street. A complete street is the concept whereby a highway is planned, designed, operated and maintained to enable pedestrians, cyclists, public transit users and motorists to safely and comfortably be moved, thereby allowing for the efficient movement of persons and goods.

The associated infrastructure to achieve this concept shall include, but is not limited to: road pavement structure and curbs; grade separation/bridge structures (for any vehicles, railways and/or pedestrians); grading, drainage and retaining wall features; culvert structures; storm water drainage systems; utilities; traffic control systems; signage; gateway features; street furniture; active transportation facilities (e.g. sidewalks, bike lanes, multi-use trails which interconnect the transportation network, etc.); transit lanes & lay-bys; roadway illumination systems; boulevard and median surfaces (e.g. sod & topsoil, paving, etc.); street trees and landscaping; parking lanes & lay-bys; (excluding on-street parking in the downtown) and driveway entrances; noise attenuation systems; railings and safety barriers; **and ducts for communication, including wiring for fiber or otherwise.**

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jim Brown, Director of Finance
Date of Meeting:	28 November 2017
Subject:	FIN 24-2017 Wellington Street Bridge Debenture

PURPOSE

To have Council approve the financing of the Wellington Street Bridge replacement project through Ontario Infrastructure and Lands Corporation.

RECOMMENDATION

THAT Council approve By-law 98-2017 being a by-law to authorize a debenture from the Ontario Infrastructure and Lands Corporation in the amount of \$1,080,500 at an interest rate of 3.10% and 15 year amortization towards the cost of the Wellington Street Replacement project to be signed by the Mayor and the Treasurer.

BACKGROUND

In the 2017 capital budget the need for debenture financing of the Wellington Street Replacement project was identified. As per report FIN 20-2017 Council approval was given to apply to infrastructure Ontario for the borrowing. The application was accepted with December 17, 2017 being the date the funds will be provided.

REPORT

The total outstanding debt of the Town at the end of 2017 will be \$10.9 million. The estimated annual debt payment limit, which is the annual amount of principal and interest the Town can incur before having to request Ontario Municipal Board approval, is \$3.6 million. Using the same interest and term as this debenture the Town could borrow a further \$24 million before reaching this limit.

FINANCIAL IMPLICATIONS

The annual principal and interest payments of \$90,621 have been accounted for in the 2018 draft budget.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #1 Infrastructure
 - Tactic(s): Replace the Wellington Street Bridge

OTHERS CONSULTED

None.

ATTACHMENTS

By-law 98-2017 Wellington Street Bridge Debenture

REVIEWED BY

Recommended by the Department



Jim Brown
Director of Finance

Recommended by the CAO



Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Emergency Services / Fire Department
Date of Meeting:	28 November 2017
Subject:	FD 15-2017 November Monthly Report (Emergency Services)

RECOMMENDATION

THAT FD 15-2017 November Monthly Report (Emergency Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

During the Month of November (13 October – 17 November 2017) the fire department responded to 9 emergency calls most notably:

- 1 Motor Vehicle Accident
- 1 VSA
- 1 Barn Fire – Mutual Aid Call from Middlesex
- 1 Lift Assist
- 1 House Fire
- 2 Activated Alarms – No fire
- 2 CO Alarms

This year to date 01 January 2017 – 17 November 2017 we have had 95 emergency response calls compared to 89 response calls last year from 01 January 2016 to 17 November 2016.

Fire Chief has conducted two fire drills for a local long term care facility and 3 fire inspections.

St. Marys Fire Chief and HR have conducted interviews to recruit a Fire Prevention Officer.

The Fire Department has received 20 Self-Contained Breathing Apparatus from A.J. Stone. (21 November 17)

3 firefighters have completed an NFPA 1021 Fire Officer level I course that was held from 23 October – 3 November 2017. The course was 80 hours in total with a written exam.

OUTSTANDING ISSUES AND PROJECT LIST

The Fire Department will select two personnel to complete a “Train the Trainer” course offered by A.J. Stone. In turn they will instruct all firefighters on the use of our new SCBA's.

Fire Chief will arrange to have “Hot Zone” conduct Fit Testing on all of our masks.

Air compressor will have to be upgraded to accommodate two 4500 psi lines versus just one that we currently have. This will be conducted once all firefighters have been fully trained and qualified to use the new breathing apparatus. Until then our current Scott breathing apparatus will be used with the

2216 psi bottles. The cost to make adjustments to the compressor to upgrade to 4500 psi will be minimal.

18 Fire Department personnel have been course loaded on two on-line courses - Legislation and Hazardous Materials Awareness courses starting on the 1st of December 2017. Both courses should take 60 and 30 days respectively to complete. These courses are offered by the Ontario Fire College and are recognized courses with the National Fire Protection Association. These courses have to be completed to meet minimum standards and to be compliant. Estimated Course cost is \$2,340 and we will be invoiced in January 2018. Plus Training Pay for 18 firefighters is \$4,957.38. This will be paid in January 2018.

3 Firefighters that completed the NFPA 1021 Fire Officer Level I course will be course loaded on a NFPA 1041 Fire Service instructor course in February 2018.

1 Firefighter has been course loaded on an NFPA 472 Hazmat Operation Level course in December. Course is to be held in Stratford.

Fire Chief will make arrangements to course load 19 Firefighters on a series of courses throughout the 2018 with an end result of them achieving their NFPA 1001 Firefighter Level II.

SPENDING AND VARIANCE ANALYSIS

3 Firefighters completing an 80 hour Fire Officer Level I course \$675. Plus training pay for 3 firefighters equals \$5490.30

REVIEWED BY

Recommended by the Department



Richard Anderson
Director of Emergency Services/Fire Chief

Recommended by the CAO



Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Building and Development
Date of Meeting:	28 November 2017
Subject:	DEV 37-2017 November Monthly Report (Building and Development)

RECOMMENDATION

THAT DEV 37-2017 November Monthly Report (Building and Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Planning

Appeal to the OMB received regarding Consent to Sever application B07-2017 affecting 449 Queen Street West. Forwarded to Clerk's Office.

PAC review meeting held for Zoning By-law Amendment application affecting 275 James Street South, to permit multi-residential (townhouse) development of 24 units at this location. Motion to defer PAC recommendation to allow the proponent time to provide additional information.

PAC review meeting to resume review of proposal for 151 Water Street North.

Intake of applications for Heritage Property Tax Rebate Program (five to date).

Site Plan Agreement with Canadian Baseball Hall of Fame and Museum approved by Council; signed by all parties.

Meeting of the Stratford, Perth County and St. Marys Alliance to Prevent Homelessness and Enhance Housing Solutions (the Alliance). 2016 Annual Report (10-Year Housing and Homelessness Plan) now available on the website <http://www.stratfordcanada.ca/en/insidecityhall/housing.asp>.

Facilities

We are currently dealing with a number of staffing shortages at the PRC. We hope to have these gaps resolved by early February.

Lind Sportsplex Roof – has been completed

PRC Sound System project was released as an RFP due to the RFQ process was over budget.

PRC Friendship Centre Door project RFQ was posted.

Friendship Center – OCWA has donated a fountain / water bottle fill station to the Friendship Centre. It is currently being installed.

Building

A total of 8 permits were issued in October compared to 15 permits the previous year.

There were 2 dwelling units issued this month compared to 3 the previous year.

The total construction values were \$775,000 compared to \$1,433,300 the previous year.

The total permit fees were \$4861.40 compared to \$16,018 the previous year.

The building department had 59 appointments this month.

There was one Heritage permit this month.

OUTSTANDING ISSUES AND PROJECT LIST

Nothing to date.

SPENDING AND VARIANCE ANALYSIS

All spending as per budget.

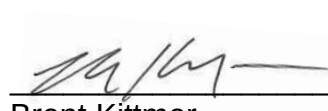
REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	Mayor Strathdee and Members of Council
From:	Community Services
Date of Meeting:	28 November 2017
Subject:	DCS 20-2017 November Monthly Report (Community Services)

RECOMMENDATION

THAT DCS 20-2017 November Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Aquatics:

- Working on promotional material for marketing fall/winter pool programs.
- Surveying the community for spring/summer program ideas.
- Mass registration for early winter swimming lessons was Saturday November 11.
- Hosted the Middlesex swim meet Saturday November 18.

Community Services:

- Updating rental agreements, contracts and developing quote sheets, and sponsorship program/packages.
- Creating an inquiry questionnaire that will be used for potential renters so we can better serve them.
- Creating Event Order Template to be utilized for internal departments to have full detailed knowledge for each rental and clear internal communications for which department is responsible for what during each event.
- Updating Bar (back and front end).
- Creating kitchen rental breakdown and process for staff to book amenity.
- Training taking place on email marketing through Max Galaxy.
- Met with DCVI students and school to address concerns at the skate park, working with school to make the area safer.

Child Care:

- Early Learning Services - Added a new supply staff to staffing complement
- Child Care Centre – with the start of the winter season children and staff have been working on building self-regulation skills. With the addition of many more outdoor clothing items, children are supported to be self-sufficient in dressing, this leads to longer transitions. Which can be difficult for some. Staff have had some work done to the parking area to fix a drainage issue in our outdoor learning environment. It was a very exciting few days for the children as there were a number of construction items that were of great interest. One child entered into the centre so excited that there was a 'DIGGER HERE', at our school!
- School Age Program – Children and staff are settling into routine to complement the children's school day. The staff have worked diligently to build relationships with daytime teachers in their shared space to provide a program that allows children to continue their learning for the full

time that they are in school. Children and staff are working on supply lists needed to continue to offer programming that meet the needs of the children.

Museum:

- Grade 6 classes from Little Falls Public School visited the Museum of October 10 and 24 and participated in a historic walking tour on October 17.
- A seminar on early agricultural was held on October 19 for a sold out crowd.
- Outreach programming took place at Kingsway Lodge on October 10, St. Marys VON on October 11, and Romeo Court on October 18.
- Staff applied to the Canadian Conservation Institute for free conservation treatment for a military jacket in the collection.
- The “What’s in a Name” exhibit explaining the unique place names in St. Marys opened on October 30 in the Citizens of St. Marys gallery.
- The Curator/Archivist and Human Resources Assistant interviewed and hired for the Programming and Curatorial Assistant position. This YCW funded intern started on October 23.
- Staff received confirmation of a successful Community Museum Operating Grant.
- Volunteers logged 108 hours in October.

Recreation:

- Working on programming activities for new community guide. Taking active input from community by reaching out to past participants.
- Attended Physical Health Education Conference in Ottawa.

Senior Services:

- Working on programming activities for the Spring/Summer Community Guide.
- Hosted a sellout Scrap-a-thon event, raising over \$2500 for Friendship Centre programs. Participants travelled from Windsor and Toronto to attend this event.
- Hosted a successful Scrapbooking Garage Sale, raising over \$750 for Friendship Centre programs. This event attracted over 250 scrap-bookers from all over the region.
- Hosted a successful Craft Show. This event was well attended bringing in lots of foot traffic to the facility while raising over \$4000 for the Friendship Centre.
- Senior Services hosted a very successful Parkinson’s education series. Specialty workshops will be the focus for upcoming education programs.
- Senior Service partnered with the Perth County Alzheimer’s Society to host World Alzheimer’s Day.
- Senior Services has partnered with Happy Valley to bring the ‘What’s Eating You’ education workshop into the community.
- The Friendship Centre has acquired two new bridge groups. Men’s bridge will be offered on a monthly basis and Contract Bridge will be offered weekly year round.

Youth Services:

- Applied for Canadian Tire Jumpstart Grant
- Received \$5,000 from Frank Cowan Grant
- Haunted House raised over \$770
- Attended a grant talk held by the Stratford Perth Community Foundation.

OUTSTANDING ISSUES AND PROJECT LIST

Aquatics:

- Working with the St. Marys Fire Department, Perth County EMS and the Lifesaving Society for summer drowning prevention week activities.
- Sourcing grants for swim to survive and swim to survive plus.

Community Services:

- Continuing to work with Rotary Club to finalize capital contribution agreement for splash pad at Cadzow Park.

Child Care:

- Staff are getting prepared for annual Licensing inspection form the Ministry of Education.

Museum:

- Emergency Plan update
- Rolled textile storage
- 2018 summer event planning

Recreation:

- Continue to work on community guide and work to promote Camp PRC to make it a bigger success
- Planning for New Year's Eve event

Senior Services:

- Planning for Christmas events.
- Promoting volunteer visiting and volunteer opportunities to visit with seniors in the community.
- Policy review and updates for Community Support programs.

Youth Services:

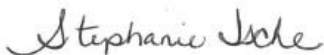
- Setup meeting with supporting partners about Perth4Youth project.
- Additional staff training on more games to utilize on a daily basis.
- Planning for Youth Centre Christmas Party.

SPENDING AND VARIANCE ANALYSIS

The City of Stratford Child Services has provided an additional \$226,816 to the Child Care Centre. This includes operating and equipment grants totaling \$109,596 for the Infant Care program as previously reported to Council. This also includes a capital grant of \$117,220 to help fund cost overruns for the capital; construction project.

REVIEWED BY

Recommended by the Department



Stephanie Ische
Director of Community Services

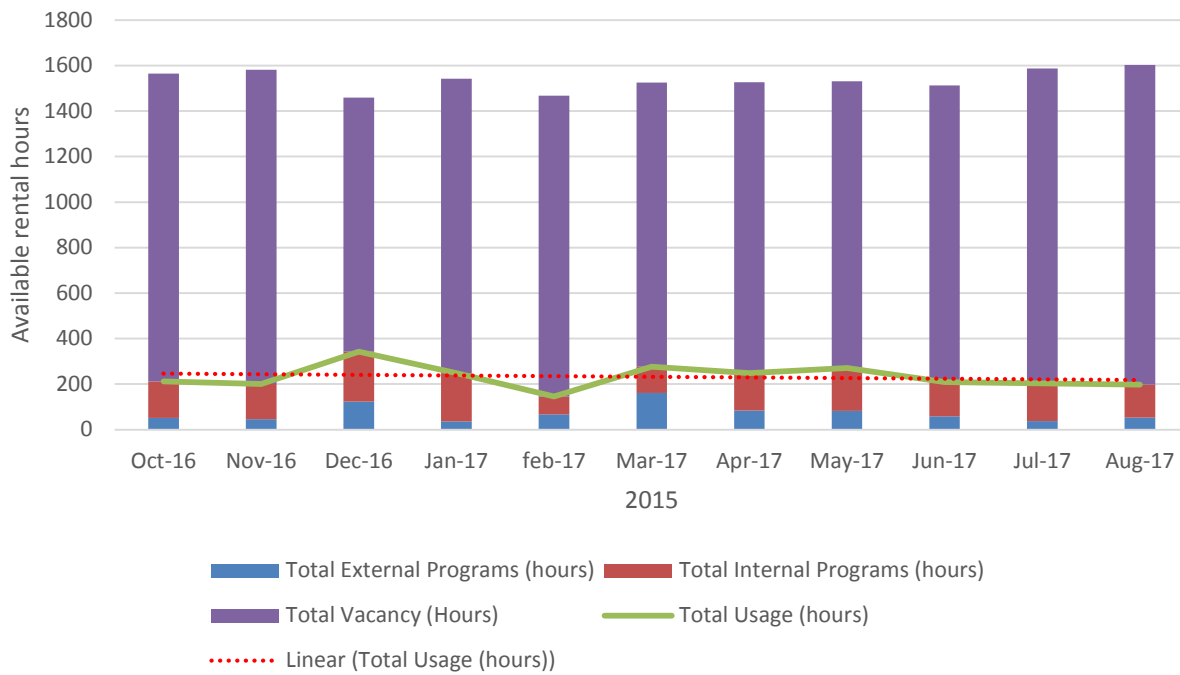
Recommended by the CAO



Brent Kittmer
CAO / Clerk

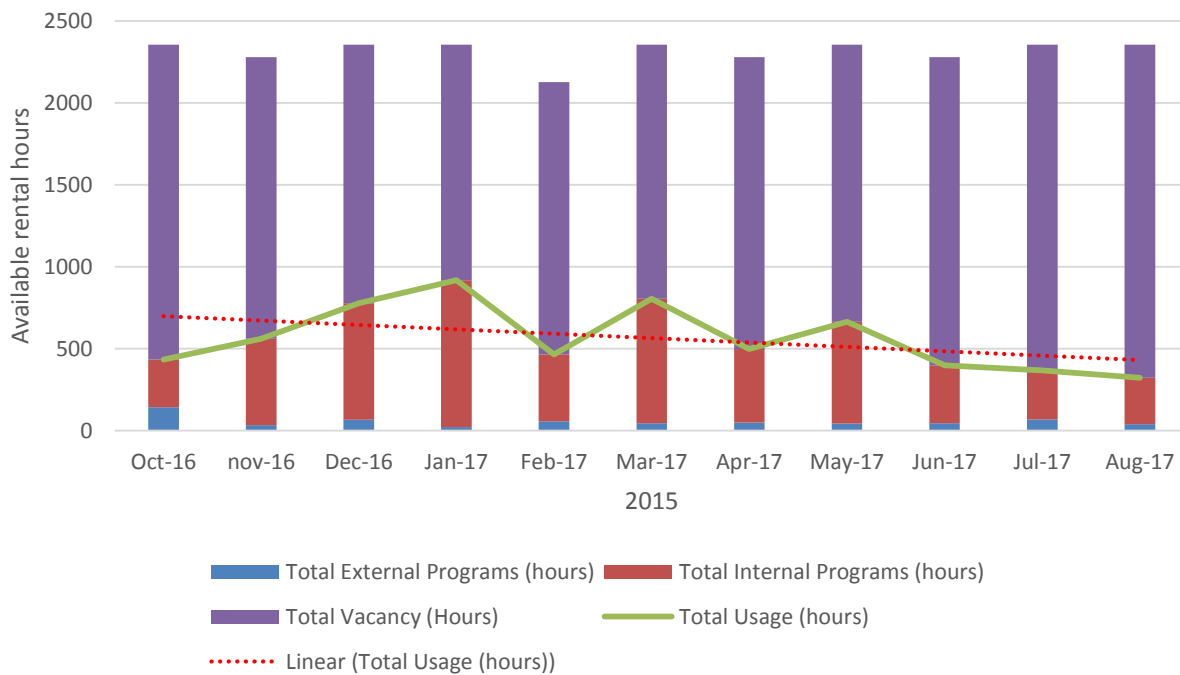
Community Centre Total Hall Usage

(Includes 1/3, 2/3, and Full hall)

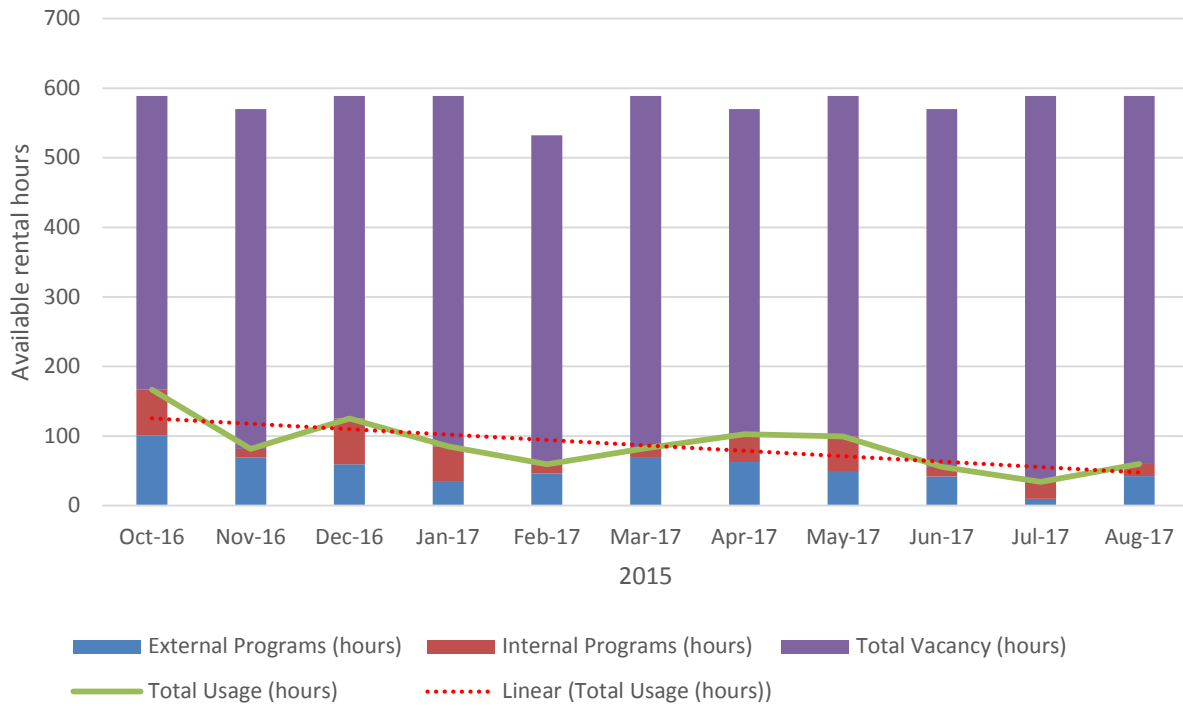


Fiendship Centre Total Usage

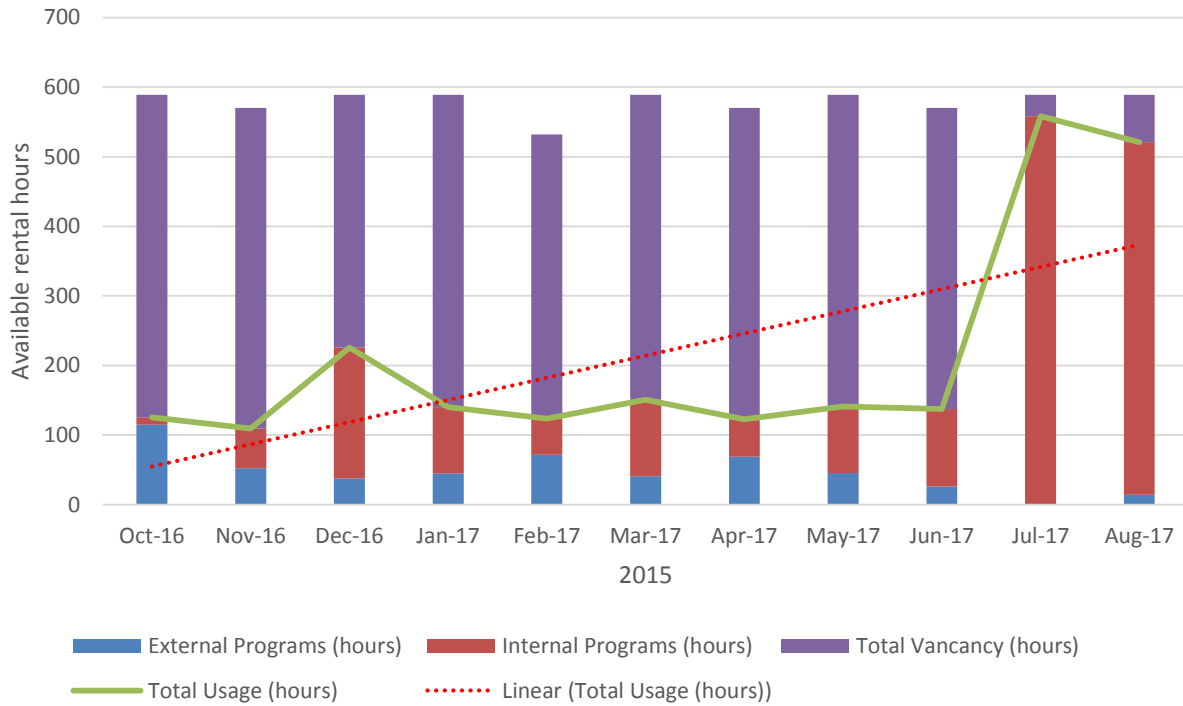
(Multi Purpose Room, Main hall, Meeting Rooms A, B & C)



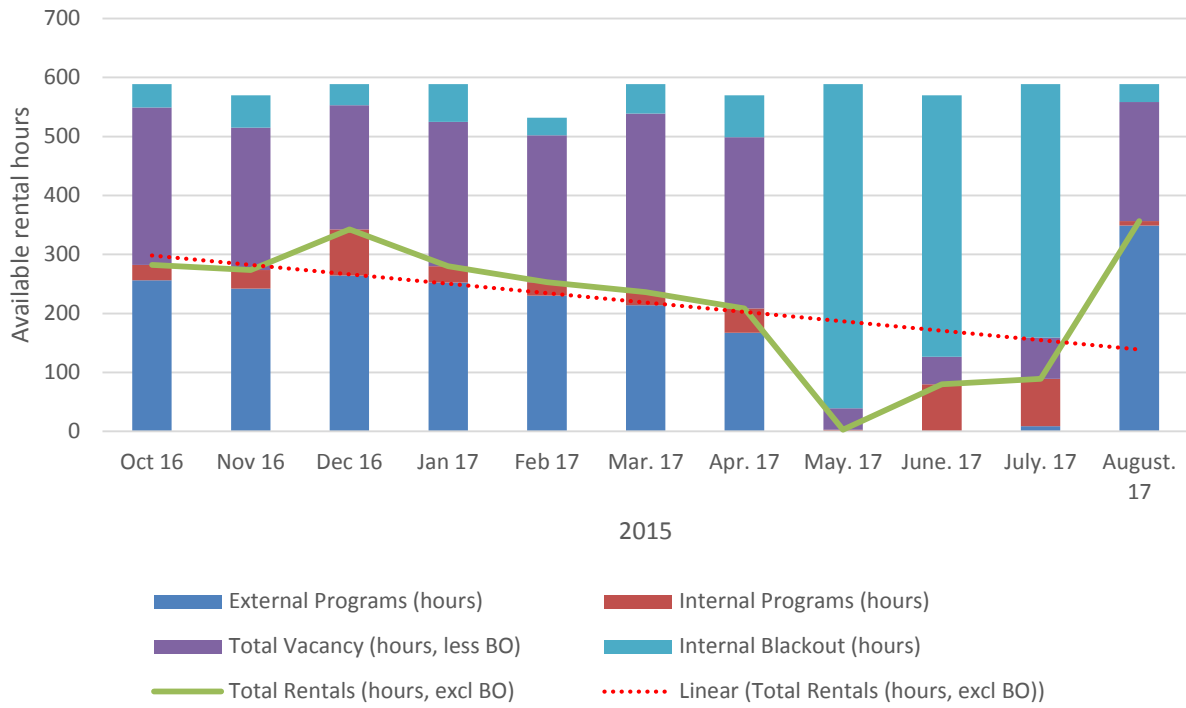
Meeting Room D Total Usage



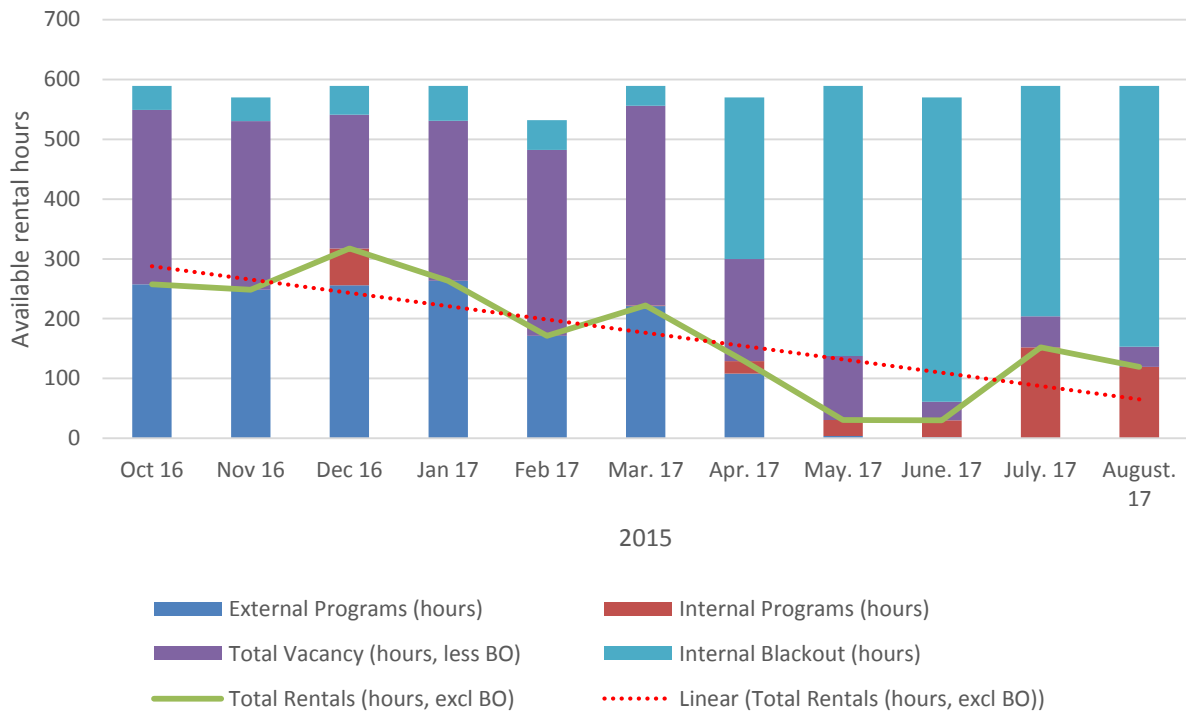
Endzone Room Total Usage



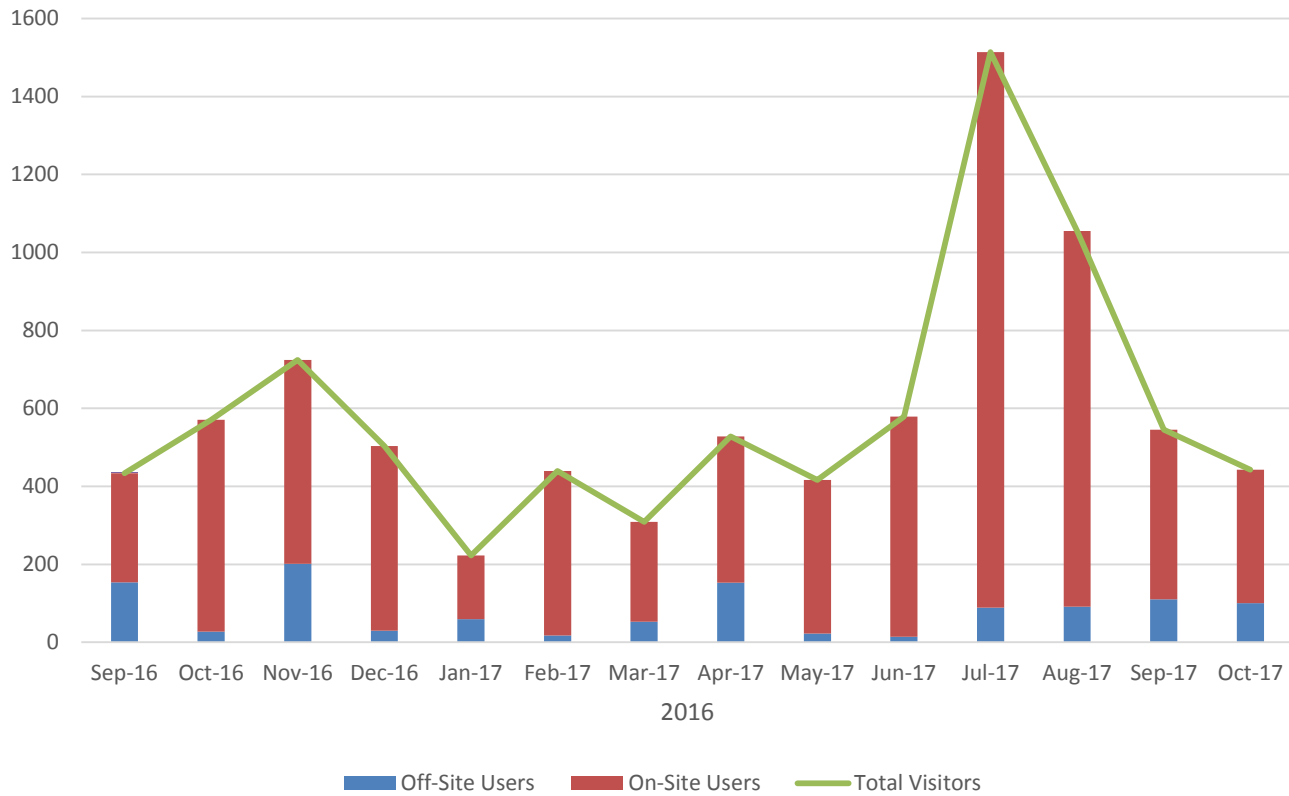
Blue Rink Total Usage



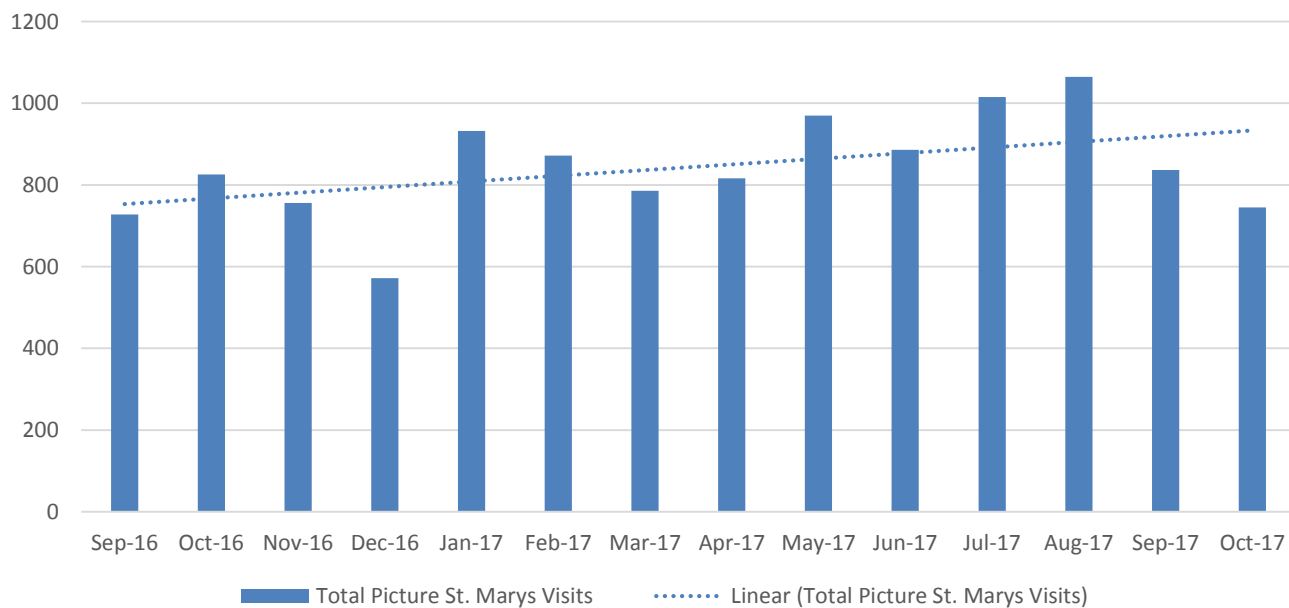
Rock Rink Total Usage



St. Marys Museum Visitors



Picture St. Marys Visits



Child Care Statistics:

Class	November 2016	November 2017
Infant	0	10

Toddler	30	24
Preschool	35	35
Nursery	8	5

*The Toddler program is currently down in numbers as we have an educator off on leave, however we will be looking to cover this leave with a contract position so that numbers can be increased. This will happen in the New Year as there are a number of toddlers requesting care for January 2018. This number will be increased by 5.

Class	September 2016	September 2017
Holy Name Before Care	12	14
Holy Name After School	18	16
Little Falls Before Care	46	40
Little Falls After School	54	45

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	28 November 2017
Subject:	DCS 21-2017 Lease Renewals for Train Station

PURPOSE

To renew the 2 separate Lease Agreements from January 1, 2018 to December 31, 2018 within the St. Marys Train Station.

RECOMMENDATION

THAT DCS 21-2017 Lease Renewals for Train Station report be received; and,

THAT Council approve By-law 103-2017 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Cameron Porteous; and,

THAT Council approve By-law 104-2017 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Reed Needles.

BACKGROUND

In the summer of 2015 the Town, through the Building and Development Department leased space in the St. Marys Train Station to Reed Needles and Charles Sharun, both leases were renewed January 1, 2016 for another year. They occupied the Sitting Area/North Office (Needles) and South Office (Sharun).

At the November 3, 2015 COTW meeting Council approved the use of the St. Marys Train Station as a Cultural rental space and the additional rooms were then leased. These spaces were leased to Cameron Porteous and Don Corby for year ending December 31, 2016.

In December 2016 an agreement was brought forward to Council to renew the leases for Reed Needles, Charles Sharun and Cameron Porteous ending December 31, 2017. Council approved and the leases were renewed for another year. In March 2017 Charles Sharun cancelled his lease as he decided to work out of his home.

REPORT

With the success of Reed Needles and Cameron Porteous they have asked that their leases be renewed. Because of their success, and their connections with culture, they have had nothing but positive comments.

There are currently no issues with the existing agreements and no reason not to extend these leases.

SUMMARY

Staff has presented this report to renew 2 lease agreements at the St. Marys Train Station with Reed Needles and Cameron Porteous.

Attached is a sample lease agreement that will be utilized for each rental space.

FINANCIAL IMPLICATIONS

Rental revenue - \$8000 to \$9000 annually.

STRATEGIC PLAN

☒ This initiative supports several tactics within the Strategic Plan related to leveraging the cultural experience of the Town.

OTHERS CONSULTED

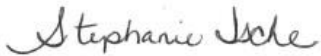
Reed Needles
Cameron Porteous

ATTACHMENTS

Draft lease

REVIEWED BY

Recommended by the Department



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
CAO / Clerk



THIS LICENSE AGREEMENT is made the 1 st day of January, 2018

BETWEEN

THE CORPORATION OF THE TOWN OF ST.MARYS

(Hereinafter called the "Municipality")

OF THE FIRST PART

AND

(Hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Tenant is desirous of using the a rental space on 5 James Street, St. Marys known as The Via Station ("Licensed Premises") for the purposes of an art studio;

AND WHEREAS: It is deemed expedient to outline the roles and responsibilities of each of the parties:

NOW THEREFORE WITNESSETH that for an in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. The Municipality hereby grants leave and license and full permission and authority to the Tenant to enter upon, occupy, use and enjoy the licensed premises for the specific purposes of as Art Studio in accordance with the terms set out herein.
 - a. Rentable area of premises: 235 square feet (as shown in Schedule "A")

2. TERM OF LICENSE

The term of this License shall be for one (1) years, commencing January 1, 2018 and expiring December 31, 2018, with an option to renew, subject to approval of both parties.

3. UTILITY AND CLEANING COSTS

All utility cleaning costs will be borne by the Municipality. Cleaning of the common areas will be the responsibility of the Municipality.

Every effort will be made by the Tenant to minimize utility costs by reducing consumption.

4. RENTAL FEE

The license fee for 2018 for the use of the licensed premises is XXXX (\$XXX) plus applicable taxes per month. The License fee is to offset the annual utility costs.

5. INSURANCE

The Municipality shall provide liability insurance on the building and appurtenances. The Tenant shall provide insurance on all equipment and furniture for which it claims exclusive use. The Tenant shall carry liability insurance in an amount not less than \$2 million which includes the Municipality as an additional named insured, and will provide a copy of the policy to the Municipality at the time of the signing of the Agreement.

6. BUILDING MAINTENANCE

The Municipality will be responsible for all external and internal maintenance necessary to protect the integrity of the building.

7. SIGNAGE

The Municipality must approve all signage prior to it being erected on the building or elsewhere on the property. Any signage must be consistent with the Town of St.Marys current by-law.

8. POSSESSORY INTEREST

It is the intention of the parties to this Agreement that the agreement between the two parties for occupancy by the Tenant does not create a possessory interest or any other interest in real property and the property shall remain the sole property of the Municipality.

9. MODIFICATIONS TO THE BUILDING

No modifications to the building or rental space will be allowed.

10. GENERAL CONDITIONS

- a) The Tenant acknowledges that the facility is owned by the Municipality, and as the owner; the Municipality has the right to use the facility when required. The Municipality reserves the right to use any portion of the licensed premises for municipal purposes provided a minimum of seven (7) days notice is given to the Tenant. The seven days notice requirement will be waived in the case of an emergency, at which time no notice will be required to be provided to the Tenant;
- b) Requests to utilize any space habitually not being used by the Tenant will be discussed between the Municipality and the Tenant;
- c) The Tenant acknowledges that the Municipality is not responsible for lost, stolen or damaged equipment belonging to the Tenant.

11. ADDITIONAL RENTAL SPACE

Should anytime throughout your lease you wish to utilize additional space above your leased area the following must take place:

- 1) Notify Director of Community Services 30 days prior to the event taking place
- 2) Additional insurance may be required for some events
- 3) An additional fee for this space may apply

12. NOTICE OF TERMINATION

If either the Tenant or the Municipality wishes to terminate this license prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS prior to the anniversary date or to the termination date. The Tenant agrees and acknowledges that a notice to terminate the license as described above shall be delivered or mailed to the offices of the Municipality at:

The Town of St. Marys
317 James Street South
St. Marys, ON N4X 1B6

Attention: Stephanie Ische, Director of Community Services

The Municipality agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

XXXXXXXXXX

EXCEPTION: In the case that the "licensed premises" is required by the Municipality for municipal purposes, the Municipality can give notice of termination of the agreement to the Licensee, providing LESS THAN SIXTY (60) DAYS notice.

13. INDEMNITY

The Tenant agrees to indemnify and save the Municipality harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Tenant. The Tenant shall respond to any such matter by engaging legal counsel to represent the Municipality's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

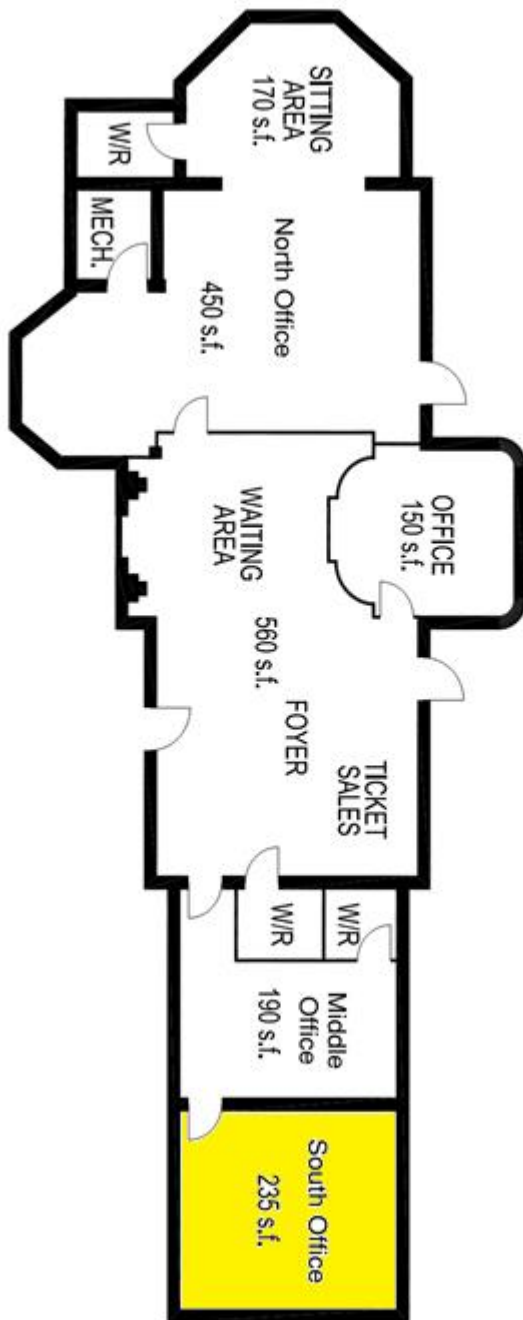
IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

THE CORPORATION OF THE
TOWN OF ST. MARYS

Mayor Al Strathdee

CAO/Clerk, Brent Kittmer



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	28 November 2017
Subject:	DCS 22-2017 Lions Club Capital Contribution Agreement for Cadzow Pavilion

PURPOSE

To have Council approve the Lions Club Capital Contribution Agreement for the Cadzow Pavilion.

RECOMMENDATION

THAT DCS 22-2017 Lions Club Capital Contribution Agreement for Cadzow Pavilion be received; and,
THAT Council approve By-Law 101-2017 authorizing the Mayor and Clerk to sign the associated agreement.

BACKGROUND

The Lions Club sent a letter to Council on January 20, 2017 regarding their proposed partnership and financial commitment to support, in principle, a new pavilion at the Cadzow Park location. The Club's commitment was for up to \$20,000 inclusive of the money already raised and deposited with the Town at this time. Council passed a resolution at the February 16, 2017 meeting:

THAT the correspondence from the St. Marys Lions Club be received; and

THAT Council supports the proposal to partner with the Lions Club on the Cadzow Park Shelter Project in principle; and

THAT staff be directed to meet with representatives of the St. Marys Lions Club to further discuss the details of the proposed partnership and report back to Council no later than March 28, 2017.

Following this direction, staff met with the Lions Club to work out the details of this project. The Lions Club proposal included:

- The project would happen in 2018
- The Club would like a shelter / pavilion, design and size to be worked on in partnership between the Club and Town.
- A commitment by the Town in the form of a partnership agreement will be negotiated.
- The Club is willing to contribute \$20,000 to be paid in full.
- As part of the partnership, the Club requested the Town pay for the remainder of the costs of the pavilion.
- The Club requested that their contribution be recognized with naming rights for the project.

Council passed a resolution at the March 28, 2017 meeting:

THAT Council approve a partnership with the Lions Club for the Cadzow Park pavilion project; and

THAT staff be directed to add a pavilion to the capital budget to deliver this project for consideration in the 2018 capital budget; and

THAT staff be directed to negotiate a partnership with the Lions Club.

REPORT

Upon direction from Council, staff have met with the Lions Club and developed a partnership agreement. The agreement includes all items as proposed by the Lions Club. The draft agreement is attached to this report.

SUMMARY

In summary, this report provides Council with an update on the partnership between the St. Marys Lions Club and the Town of St. Marys in building a new pavilion at Cadzow Park.

If Council approves the agreement the next steps will be to work with the Club on a design, tender and construction to take place in 2018.

FINANCIAL IMPLICATIONS

This project is included in the 2018 capital budget.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #4 Culture and Recreation: Strategic Priority for “A Focused parks Strategy”
 - Outcome: St. Marys’ parks are not only a prized asset, they are also a natural gathering place that can be optimized and incorporated into enhancing the cultural profile of St. Marys.
 - Tactic (s): Perform an initial assessment of necessary improvements (beautification, accessibility, etc.). Preserve Cadzow Park as a quiet, residential, family-orientated park. Continue investments in Cadzow Park as a family- orientated public space.

OTHERS CONSULTED

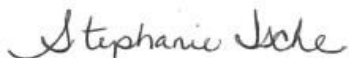
Grant Brouwer, Director of Building & Development
Jim Brown, Treasurer

ATTACHMENTS

None

REVIEWED BY

Recommended by the Department



Stephanie Ische
Director of Community Services

Recommended by the CAO





THIS CAPITAL CONTRIBUTION AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2017 (the "execution date")

B E T W E E N :

THE CORPORATION OF THE TOWN OF ST. MARYS

Hereinafter referred to as the "Municipality"

OF THE FIRST PART

- and -

THE ST. MARYS LIONS CLUB

Hereinafter referred to as the "St. Marys Lions Club"

OF THE SECOND PART

WHEREAS the Municipality has constructed a pavilion (hereinafter referred to as the "constructed works") at the municipal park located at 217 Park Street, St. Marys, Ontario;

AND WHEREAS the ST. MARYS LIONS CLUB is desirous of making a capital contribution towards the total cost of the constructed works;

AND WHEREAS the term and conditions of this Agreement set out the terms governing the capital contribution from the St. Marys Lions Club

NOW THEREFORE in consideration of these covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Name

1. The name of the constructed works shall be "Pavilion"

Purpose

2. The purpose of the constructed works is to act as a recreation location serving residents of the Town of St. Marys, and the general public.

Capital Contribution

3. The Lions Club shall contribute capital in the amount of \$20,000 less funds of \$2,664.75 already contributed to the Municipality to be directly applied towards the total cost of the constructed works. The payment will be in one lump sum.

Possessory Interest

4. It is the intention of the parties to this Agreement that the agreement between the two parties for capital contribution from the Lions Club does not create a possessory interest or any other interest in real property and the property and constructed works shall remain the sole property of the Municipality. The Lions Club acknowledges that the constructed works is owned by the Municipality, and as the owner; the Municipality has the right to operate the constructed works as outlined by this Agreement.

Responsibilities of the Municipality

5. In consideration of the capital contribution made by the Lions Club to the Municipality, the Municipality agrees to the following responsibilities:

- i. Pay all utility costs associated with the operation of the constructed works, and the Lions Club is not liable for any utility costs;
- ii. Provide and hold all necessary liability insurance for the constructed works;
- iii. Maintain the constructed works in accordance with the minimum requirements of the Town of St. Marys;
- iv. Acting reasonably, correct any deficiencies to the constructed works that the Municipality is made aware of, within a reasonable time frame.

Management

6. Day to day management of the constructed works will be provided by the Municipality at its sole discretion. The Lions Club claims no right to direct the operation of the constructed works.

Signage

7. The Municipality shall approve all signage prior to it being erected on, or at the property of, the constructed works. Lions Club identification will be consistent with Lions Club policy.

Term

8. This agreement shall remain in effect for the life of the constructed works which shall be considered to be that point in time when the value of the constructed works is considered to be fully depreciated.

Assignment

9. No party's interest can be assigned to another party without consent of all other party's.

Indemnity

10. The Municipality agrees to indemnify and save the Lions Club harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the operation of the constructed works area by the Municipality.

Notice

11. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below:

to the Municipality:

Town of St. Marys
317 James Street South
St. Marys, ON N4X 1B6

Attention: Stephanie Ische, Director of Recreation and Facilities

to the St. Marys Lions Club

c/o _____

or such other address as may be furnished by such person, and such notice or other communication shall be deemed effective, as the case may be, at the time of delivery thereof or four (4) business days after the date of mailing thereof.

Severability

12. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires of the Municipality then such provision shall conclusively be deemed to be severable and the remainder of the Agreement mutatis mutandis, shall be and remain in full force and effect.

Number and Gender

13. In this Agreement, unless the contrary intention appears, words importing only singular number or masculine gender shall include more persons, parties or things of the same kind than one and the feminine and neuter gender.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE CORPORATION OF THE TOWN OF ST.
MARYS

Per: _____
Mayor

Per: _____
Clerk

LIONS CLUB

Per: _____
I have authority to bind the corporation.

Print name: _____

Witness

-6-

Print name: _____

DRAFT

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Public Works
Date of Meeting:	28 November 2017
Subject:	PW 63-2017 November Monthly Report (Public Works)

RECOMMENDATION

THAT PW 63-2017 November Monthly Report (Public Works) be received for information.

DEPARTMENTAL HIGHLIGHTS

- **Water, Waste water, Storm water (Environmental Services)**
 - Hydrant flushing – Completed
 - Review and comparison of water and wastewater rates
 - Report to SPC November 21st
 - Well #3 has been recommissioned
 - Experiencing ground fault issues
 - Replacement Drive Controller being sourced - VFD
 - Well #1 has experienced ongoing vandalism
 - Engaged OPP active patrols
 - Increase outdoor lighting
 - Installation of 2 security cameras
- **Solid Waste Collection, Management & Landfill**
 - 0 dust complaints – 0 odor complaints
 - Waste wood grinding for winter cover - Completed
 - Curbside yard waste pilot collection program – Completed
 - Final pickup Nov 20th
 - Yard waste drop offs still available at:
 - Municipal Operations Centre
 - Landfill - During regular operating hours
 - Program well received,
 - Multi-year tender to be issued in December for January council award
 - Transportation of Dangerous Goods and Household Hazardous Waste training
- **Cemetery**
 - 7 Internments, October 12th to November 14th (3- cremations, 4 – traditional burials)
 - 7 Internment rights sold, October 12th to November 14th (, 1-- niche, 1 – in ground cremation plot, 5 – traditional burials)
 - Turf Maintenance Agreement one year extension executed for 2018 with St. Marys Landscaping as per RFT-OPR-01-2015
 - JCB refurbishment – Completed
 - Stone levelling and grave top ups - Ongoing
 - Asphalt milling material stockpiled at cemetery to be used in 2018 for lane repairs

- **General Public Works Operations – Roads, Sidewalks**

- Winter snow removal contract service areas – tender awarded
- Queen St. Asphalt Milling by Coco Paving – Completed
 - Line painting ongoing dependent on weather
 - Priority given to restoration of turning lane markings
- Road sign replacements as per sign reflectivity testing results – Ongoing
- Coordination with Corporate Communications for improved road closure notices in conjunction with Municipal 511 roll out – Ongoing
 - Integration of Municipal 511 into Town's website with iFrame - Pending
- Streetlight Inspections – Ongoing
 - Creating a new inspection form to determine streetlight maintenance costs
- Hauled cover & brush woods chips for winter landfill cover – Ongoing
- Yard waste hauling to landfill – Ongoing

- **Parade – Nov 17 - On-Street parking closure**

- 7am closure worked extremely well with only 1 vehicle owner having to be located
- 1pm closure of remaining blocks worked well with all vehicles cleared and spaces blocked by 3pm
- Positive feedback from general public observing parade
- Some comments received from downtown merchants to shorten on-street parking restriction duration, noticeable sales decrease for Friday of hockey tournament

Recommendations for future implementation

- Could implement full closure at 1pm using more staffing thus reducing economic impact to downtown merchants
 - Communications Dept. conducting economic impact survey
- Consider extending on-street parking restrictions to Peel St. from Water St. on Queen allow for increased viewing area
- Review options for parade viewing for seniors and persons with accessibility accommodation requirements
- Candy should be distributed by hand and not tossed due to safety concerns with children

- **Parks, Trails and Tree Management**

- Stump grinding of removed trees by Lange Brothers – Completed
- Fall tree planting – Ongoing
 - Waiting on supplier, supplied trees need to be in hibernation
- Quadrant Pruning with Davey Trees – Late November completion of East Ward
- Town picnic tables delivered to Science Hill Drifters Snowmobile Club clubhouse for winter storage
- Winter light program
 - Repair of pre-existing Winter Lights – Completed
 - Setup of displays - Completed
 - Cross training of staff by winter lights technicians - Ongoing
 - Construction of two new sponsored light displays - Ongoing
 - Setup of seasonal lights in downtown core area – Completed

- **Engineering, Asset Management & Capital Projects**

- Ardmore/Westover St – Westover Place
 - Assist with coordination of utility & subcontractors at developer's expense
 - Actively working towards complete restoration works of open road allowance abutting existing developed properties
 - Asphalt restorations scheduled week of November 20th

- Warner St. & Jones St. – Completed
 - Construction completed, road open
 - Entering maintenance period
- Emily St. Reconstruction – Completed
 - Construction completed, road open
 - Some utility works for new development lots pending
 - Contractors will use OTM Book 7 conditions
 - Entering Maintenance period
- Wellington St. Bridge – Ongoing
 - Parapet walls have been installed
 - Watermain has been commissioned and connected
 - Late November completion at time of report
- Floodwall repairs
 - UTRCA has retained Maclean Taylor for 2017 works
 - Section of walkway by millrace around Water St. parking lot to be closed
 - Investigative work critical to determine best repair methods
 - Millrace gates to be operated regularly during construction
 - Start late November to late December
- CWWF
 - Tender packages for Standby generators released
 - Pending Council award December 12th
 - Design of headworks & grit removal ongoing
- Booster Station Standby Generator
 - Installation works ongoing
 - Commissioning Late November
 - Maintenance agreement pending
 - January Council review
- Queen Street Downtown Reconstruction
 - Two remaining deficiencies to be corrected in 2018
 - On street parking between Peel and Church (Tim Hortons) – Reviewed
 - Confirmed that three stalls existed in front of Tim Hortons prior to construction. Three stalls exist post construction so this number has not changed.
 - Confirmed the stall immediately east of the Queen Street entrance was located further to the east and needs to be blacked out and repainted
 - Alterations to parking stalls adjacent Tim Hortons entrance required to improve east sightline
 - Also investigating the impact of the property line hedge on the sightlines at this entrance

- **Community Outreach**

- Sparling Bush Open House - Completed
 - Attendance of 30+ area residents
 - UTRCA representative in attendance to assist with question from the public
 - All materials including staff & UTRCA reports made available to public
 - Contacts were made between staff and residents
 - Many residents unsure of property boundaries
 - Requests for additional benches
 - Both local area schools had representatives in attendance
 - Schools representatives suggest installation of sitting area to accommodate classes for outdoor learning
- DCVI Art program
 - Pilot project to paint designs on garbage containers in parks

- 2-3 containers to be completed over winter months
- Contact via Community Services department

OUTSTANDING ISSUES AND PROJECT LIST

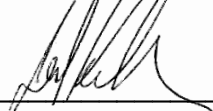
- **2018 Operational & Capital Project timeline**
 - Development of a 2018 timeline to better plan when certain projects and annual operations need to be undertaken
 - Preparing 2018 operations tenders to facilitate an easier procurement process and fostering a pro-active mentality
- **Solid Waste Collection, Management & Landfill**
 - Review of Household Hazardous Waste receiving procedure
 - Work with Communications for Public Education campaign early 2018
- **Parks, Trails and Tree Management**
 - Review of approved Town trees species and pre-approved planting areas – Ongoing
 - Researching other municipalities and UTRCA recommendations

SPENDING AND VARIANCE ANALYSIS

No variances

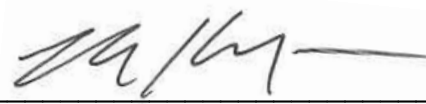
REVIEWED BY

Recommended by the Department



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	28 November 2017
Subject:	PW 64-2017 WATER AND WASTEWATER RATES

PURPOSE

This report presents information to Council regarding the review and evaluation of water and wastewater rates for the Town of St. Marys, as well as staff recommendations for rates, commencing January 1, 2018.

RECOMMENDATION

THAT Council receive report PW 64-2017 Water and Wastewater Rates; and,

THAT Council approve By-Law 100-2017 authorizing water and wastewater rates and charges within the Town of St. Marys with an effective date of the first billing cycle of 2018 to the last billing cycle of 2018 and amending By-Law 46-2014.

BACKGROUND

On November 21, 2017, Staff presented report ***PW 59-2017 Water and Wastewater Rate Evaluations*** to the Strategic Priorities Committee (SPC) for discussion. The Report presented multiple options for the committee to consider in regards to both water and wastewater rates ranging from 0% - 10% annual increases. The report presented full financial projections based on each individual rate option to facilitate discussion from the Committee.

In discussions between SPC and Town Staff, it was recommended that rates should be reviewed and approved annually and that rates should increase at a rate of 3% for water and 5% for wastewater with an effective date of January 2018.

This Report presents final financial projections based on the recommendations from the Committee in regards to water and wastewater rates.

REPORT

Following discussions around water and wastewater rates at the SPC meeting on November 21, 2017, Staff have reviewed budget projections and estimates as well as accounted for direction from the Committee on recommending rates for the water and wastewater systems to help meet the financial requirements for each system moving forward. The information below is provided in response to direction received from the SPC.

Both water and wastewater within the Town have individual rate structures and represent different departments. As such, rates for both water and wastewater need to be reviewed and subsequently approved by Council.

Water Rates:

In 2014, the Town was required to update the financial plan for the water system as per Ontario Regulation 453/07. The drinking water financial plan was completed by B.M. Ross and Associates

Limited (B.M. Ross) which covered a 10-year period from 2014 through 2024. The financial plan identified rate increases over the period of the financial plan to move towards full system sustainability. The financial plan identified rate increases of 3% from 2014 through 2017 / 2018 and then 2% annually thereafter. Through discussion with SPC and Staff, as well as in consultation with the current water system financial plan, a 3% increase to water rates was recommended for adoption. As such, an increase of this nature in 2018 is in keeping with prior projections, will continue to see the system move in the right direction, while allowing reserve funds to increase towards a level of full system sustainability.

The water system financial plan should be reviewed and updated in 2018 in accordance with O. Reg. 453/07 which will identify current and future financial needs to continue to assist in rate projections moving forward.

Please refer to Attachment No. 1 for a full financial assessment related to the water system.

Wastewater Rates:

In 2016 and 2017, the Town completed several assessments related to the wastewater system aimed at developing a long term financial and capital plan which could assist in guiding major maintenance or replacement programs, capital needs as well as financial requirements and rate projections for the system moving forward. In review of the financial requirements over the planning period as well as future projections, a 5% increase to wastewater rates was recommended for adoption. Increase of this nature in 2018 is in keeping with previous years projections, will see the system improve reserve contributions and enhance the system's ability to not only rate finance capital replacement or improvement needs but also the system's ability to cover debenture financing, if and when required.

Impacts to Users:

The above detailed rate increases would represent an approximate combined increase of 4% across all three tiers. Residential and commercial customers whom typically fall in Tier 1 would see an approximate increase of \$2.74 per month to their water and wastewater bills. Light industrial users whom typically fall within Tier II would see an approximate increase of \$46.23 per month and large Tier III users would see an approximate increase of \$186.01 per month on average.

Municipal Comparisons:

In Report PW 59-2017 which was provided to SPC on November 21, 2017, various municipal comparisons were provided to assist the committee in evaluating how the Towns current, and potential rates compared to neighbouring municipalities. One of the comments received at SPC was that questioning the value, or merit of providing such comparisons. Concerns raised surrounding the comparisons were; different rate structures, billing cycles and infrastructure needs or services and the impact these may have on providing meaningful data for use as a comparison.

Although utilizing the information as a direct comparator may be difficult, it is a useful tool in gauging Town charges to others when considering rate increases.

Based on the rate increases recommended at 3% for the water system and 5% for the wastewater system, Tier I charges for the Town would be approximately average for those reviewed with water charges being slightly higher than average and wastewater charges being slightly lower than average. Due to the Towns declining block structure for water and wastewater rates, Tiers II and III charges for water and wastewater are all below average when evaluated against the comparison group.

SUMMARY

Based on the information detailed within this report, Staff recommends that Council approve By-Law 100-2017 authorizing a 3% increase to water rates and a 5% increase to wastewater rates for the Town of St. Marys with an effective date of January 1, 2018. Rate increases of this nature will allow for planned and future capital expenditures for both water and wastewater while effectively managing increases to end users of the system.

FINANCIAL IMPLICATIONS

The recommended rate increases will assist in ensuring that both the water system and the wastewater system for the Town of St. Marys are self-sufficient by being in a position to fund or carry borrowing costs to ensure long term viability of the systems.

A combination of rate financed capital projects as well as debenture financing has been identified for both the water and wastewater systems. Repayment of borrowing costs have been accounted for within the enclosed projections as part of annual operating costs, including interest. Please refer to Attachment No. 1 and 2 for a complete financial assessment of the water and wastewater systems.

Water and Wastewater rates should be reviewed annually to assess the annual financial position for each system as well as verify future needs and projected rates moving forward.

STRATEGIC PLAN

This initiative is supported by the following priorities, outcomes, and tactics in the Plan.

- Pillar #1 – Infrastructure, Developing a Comprehensive and Progressive Infrastructure Plan:
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.
 - Tactic(s): When developing the annual capital plan, have regard for the infrastructure needs identified in the asset management plan before considering new builds or renovations that present significant service level improvements.
 - Tactic(s): To support the asset management plan, complete a financial analysis of the Town's ability to pay to establish a minimum capital budget threshold to be budgeted each year (either in actual spending, or put into reserve).
- Pillar #1 – Infrastructure, Water Reservoir Storage:
 - Outcome: If the goal is to achieve a population target of 8,000 residents by 2026/2027, (annual growth rate of 1.5%, doubling current rate), both access to potable water and fire protection needs would be best served by addressing this issue.
 - Tactic(s): Plan for an updated reservoir. Include its development in the community's capital and financial plan. As an interim measure, promote effective water conservation.
 - Tactic(s): Commence work on an updated water reservoir to meet provincial standards.
- Pillar #1 – Infrastructure, Granting Readiness:
 - Outcome: With a change in the federal government, which has signaled a desire to fund infrastructure projects, it will be vital that the Town be in a state of readiness to compete for much needed infrastructure funding.
 - Tactic(s): Establish a nimble foresight approach to capital initiatives that creates a project inventory and plans to meet new grant opportunities. Assign a lead staff person for this task.
- Pillar #5 – Economic Development, Industrial Strategy:
 - Outcome: Industry has played, and continues to play a key role in the life of the Town in providing employment and economic stability. Seeking new opportunities to attract small, medium and large industry is in the Town's best interest as part of its growth strategy.
 - Tactic(s): Build a retention plan, identify elements needed to ensure business stay and grow in the community.

OTHERS CONSULTED

Strategic Priorities Committee

Jed Kelly, Director of Public Works – Town of St. Marys

Jim Brown, Director of Finance – Town of St. Marys

Morgan Dykstra, Public Works Coordinator – Town of St. Marys

ATTACHMENTS

Attachment No. 1 - Financial Assessment, Water

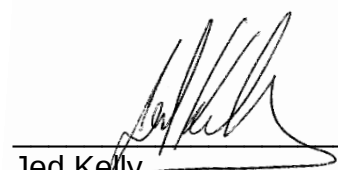
Attachment No. 2 - Financial Assessment, Wastewater

REVIEWED BY

Recommended by the Department



Dave Blake, C.E.T.
Environmental Services Supervisor



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

WATER BUDGET PROJECTIONS - 2017 REVIEW

THE CORPORATION OF THE TOWN OF ST. MARYS - PUBLIC WORKS DEPARTMENT, ENVIRONMENTAL SERVICES

Line No.	Details	2017	2018	2019	2020	2021	2022
REVENUE							
<u>Operating Revenues</u>							
1	Initial Service Revenue - Water Sales	\$ 1,525,747.67	\$ 1,577,478.73	\$ 1,630,940.48	\$ 1,686,190.21	\$ 1,743,287.08	\$ 1,802,292.18
1a	Proposed Rate Adjustment	3%	3%	3%	3%	3%	3%
1b	Additional Revenue from Rate Adjustment	\$ 45,772.43	\$ 47,324.36	\$ 48,928.21	\$ 50,585.71	\$ 52,298.61	\$ 54,068.77
1c	Proposed Service Revenue - Water Sales	\$ 1,571,520.10	\$ 1,624,803.09	\$ 1,679,868.70	\$ 1,736,775.92	\$ 1,795,585.69	\$ 1,856,360.95
2	Miscellaneous Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Total Operating Revenue	\$ 1,571,520.10	\$ 1,624,803.09	\$ 1,679,868.70	\$ 1,736,775.92	\$ 1,795,585.69	\$ 1,856,360.95
<u>Non-Operating Revenue</u>							
4	Tap / Connection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Total Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Total Revenues	\$ 1,571,520.10	\$ 1,624,803.09	\$ 1,679,868.70	\$ 1,736,775.92	\$ 1,795,585.69	\$ 1,856,360.95
9	Total O&M Expenses	\$ 1,219,139.00	\$ 1,068,031.60	\$ 1,339,002.92	\$ 1,312,568.18	\$ 1,302,618.32	\$ 1,316,579.28
10	Subtotal: Net Operating Income	\$ 352,381.10	\$ 556,771.49	\$ 340,865.78	\$ 424,207.74	\$ 492,967.37	\$ 539,781.67
<u>Debt Service</u>							
11	Debt Service - Existing	\$ 220,513.00	\$ 90,737.00	\$ 90,737.00	\$ 46,159.00	\$ 9,707.00	\$ 5,252.90
12	Debt Service - New	\$ -	\$ -	\$ 233,168.00	\$ 233,168.00	\$ 233,168.00	\$ 233,168.00
13	Total Debt Service	\$ 220,513.00	\$ 90,737.00	\$ 323,905.00	\$ 279,327.00	\$ 242,875.00	\$ 238,420.90
14a	Asset Replacement Costs						
14b	Rate Financed Capital Costs	\$ 714,000.00	\$ 1,080,000.00	\$ 599,000.00	\$ 93,000.00	\$ 40,000.00	\$ 50,000.00
14c	Total Financed Capital Costs	\$ 714,000.00	\$ 1,080,000.00	\$ 599,000.00	\$ 93,000.00	\$ 40,000.00	\$ 50,000.00
15	NET INCOME (LOSS) FROM OPERATIONS	\$ (361,618.90)	\$ (523,228.51)	\$ (258,134.22)	\$ 331,207.74	\$ 452,967.37	\$ 489,781.67
16	PLUS: Opening Cash Balance	\$ 1,730,542.00	\$ 1,368,923.10	\$ 845,694.59	\$ 587,560.37	\$ 918,768.11	\$ 1,371,735.47
17	Ending Cash Balance (Before Reserves)	\$ 1,368,923.10	\$ 845,694.59	\$ 587,560.37	\$ 918,768.11	\$ 1,371,735.47	\$ 1,861,517.14
RESERVES							
18	Dedicated Water System Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	ENDING CASH BALANCE AFTER RESERVES	\$ 1,368,923.10	\$ 845,694.59	\$ 587,560.37	\$ 918,768.11	\$ 1,371,735.47	\$ 1,861,517.14
21	CUMULATIVE REVENUE & RESERVE DEFICIENCY (Line 19 divided by line 9)	1.12	0.79	0.44	0.70	1.05	1.41
22	DEBT SERVICE COVERAGE (Line 10 divided by Line 13)	1.60	6.14	1.05	1.52	2.03	2.26

WATER SYSTEM RATE SCALE DETERMINATION**Tier 1: 0-250 cubic metres**

23	Estimated Consumption (m3)	576496	576496	576496	576496	576496	576496
24	Number of Meters	2906	2941	2976	3011	3046	3081
25	Base Rate	\$ 14.20	\$ 14.63	\$ 15.06	\$ 15.52	\$ 15.98	\$ 16.46
26	Usage Rate per m3	\$ 1.50	\$ 1.55	\$ 1.59	\$ 1.64	\$ 1.69	\$ 1.74
27	Fixed Revenue	\$ 495,182.40	\$ 516,180.79	\$ 537,993.42	\$ 560,650.25	\$ 584,182.29	\$ 608,621.67
28	Variable Revenue	\$ 864,744.00	\$ 890,686.32	\$ 917,406.91	\$ 944,929.12	\$ 973,276.99	\$ 1,002,475.30
29	Total Revenue - Tier 1	\$ 1,359,926.40	\$ 1,406,867.11	\$ 1,455,400.33	\$ 1,505,579.37	\$ 1,557,459.28	\$ 1,611,096.97

Tier 2: 251-750 cubic metres

30	Estimated Consumption (m3)	16058	16058	16058	16058	16058	16058
31	Number of Meters	9	9	9	9	9	9
32	Base Rate	\$ 54.64	\$ 56.28	\$ 57.97	\$ 59.71	\$ 61.50	\$ 63.34
33	Usage Rate per m3	\$ 1.37	\$ 1.41	\$ 1.45	\$ 1.50	\$ 1.54	\$ 1.59
34	Fixed Revenue	\$ 5,901.12	\$ 6,078.15	\$ 6,260.50	\$ 6,448.31	\$ 6,641.76	\$ 6,841.02
35	Variable Revenue	\$ 21,999.46	\$ 22,659.44	\$ 23,339.23	\$ 24,039.40	\$ 24,760.59	\$ 25,503.40
36	Total Revenue - Tier 2	\$ 27,900.58	\$ 28,737.60	\$ 29,599.73	\$ 30,487.72	\$ 31,402.35	\$ 32,344.42

Tier 3: 750 Cubic Metres +

37	Estimated Consumption (m3)	145764	145764	145764	145764	145764	145764
38	Number of Meters	10	10	10	10	10	10
39	Base Rate	\$ 218.55	\$ 225.11	\$ 231.86	\$ 238.82	\$ 245.98	\$ 253.36
40	Usage Rate per m3	\$ 1.09	\$ 1.12	\$ 1.16	\$ 1.19	\$ 1.23	\$ 1.26
41	Fixed Revenue	\$ 26,226.00	\$ 27,012.78	\$ 27,823.16	\$ 28,657.86	\$ 29,517.59	\$ 30,403.12
42	Variable Revenue	\$ 158,882.76	\$ 163,649.24	\$ 168,558.72	\$ 173,615.48	\$ 178,823.95	\$ 184,188.66
43	Total Revenue - Tier 3	\$ 185,108.76	\$ 190,662.02	\$ 196,381.88	\$ 202,273.34	\$ 208,341.54	\$ 214,591.79
44	Total Projected Revenue - Sales	\$ 1,572,935.74	\$ 1,626,266.73	\$ 1,681,381.94	\$ 1,738,340.42	\$ 1,797,203.17	\$ 1,858,033.18

WASTEWATER BUDGET PROJECTIONS - 2017 REVIEW

THE CORPORATION OF THE TOWN OF ST. MARYS - PUBLIC WORKS DEPARTMENT, ENVIRONMENTAL SERVICES

Line No.	Details	2017	2018	2019	2020	2021	2022
REVENUE							
<u>Operating Revenues</u>							
1	Service Revenue - Water Sales	\$ 1,489,538.97	\$ 1,571,783.25	\$ 1,658,528.12	\$ 1,750,018.01	\$ 1,846,510.57	\$ 1,948,277.34
1a	Proposed Rate Adjustment	5%	5%	5%	5%	5%	5%
1b	Additional Revenue from Rate Adjustment	\$ 74,476.95	\$ 78,589.16	\$ 82,926.41	\$ 87,500.90	\$ 92,325.53	\$ 97,413.87
1c	Service Revenue - Water Sales	\$ 1,564,015.92	\$ 1,650,372.42	\$ 1,741,454.52	\$ 1,837,518.91	\$ 1,938,836.09	\$ 2,045,691.20
2	Miscellaneous Fees (Surcharge Program)	\$ 40,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
3	Total Operating Revenue	\$ 1,604,015.92	\$ 1,700,372.42	\$ 1,781,454.52	\$ 1,877,518.91	\$ 1,978,836.09	\$ 2,085,691.20
<u>Non-Operating Revenue</u>							
4	Tap / Connection Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Total Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Total Revenues	\$ 1,604,015.92	\$ 1,700,372.42	\$ 1,781,454.52	\$ 1,877,518.91	\$ 1,978,836.09	\$ 2,085,691.20
9	Total O&M Expenses	\$ 1,479,780.00	\$ 1,501,930.00	\$ 1,755,107.58	\$ 1,777,373.15	\$ 1,684,507.87	\$ 1,592,008.14
10	Subtotal: Net Operating Income	\$ 124,235.92	\$ 198,442.42	\$ 26,346.94	\$ 100,145.76	\$ 294,328.22	\$ 493,683.07
<u>Debt Service</u>							
11	Debt Service - Existing	\$ 260,374.00	\$ 260,373.00	\$ 260,374.00	\$ 260,374.00	\$ 145,239.32	\$ 30,103.00
12	Debt Service - New	\$ -	\$ -	\$ 220,570.00	\$ 220,570.00	\$ 220,570.00	\$ 220,570.00
13	Total Debt Service	\$ 260,374.00	\$ 260,373.00	\$ 480,944.00	\$ 480,944.00	\$ 365,809.32	\$ 250,673.00
14a	Asset Replacement Costs						
14b	Rate Financed Capital Costs	\$ 224,000.00	\$ 248,000.00	\$ 195,000.00	\$ 117,000.00	\$ 133,000.00	\$ 25,000.00
14c	Total Financed Capital Costs	\$ 224,000.00	\$ 248,000.00	\$ 195,000.00	\$ 117,000.00	\$ 133,000.00	\$ 25,000.00
15	NET INCOME (LOSS) FROM OPERATIONS	\$ (99,764.08)	\$ (49,557.58)	\$ (168,653.06)	\$ (16,854.24)	\$ 161,328.22	\$ 468,683.07
16	PLUS: Opening Cash Balance	\$ 508,947.00	\$ 409,182.92	\$ 359,625.34	\$ 190,972.28	\$ 174,118.03	\$ 335,446.25
17	Ending Cash Balance (Before Reserves)	\$ 409,182.92	\$ 359,625.34	\$ 190,972.28	\$ 174,118.03	\$ 335,446.25	\$ 804,129.32
RESERVES							
18	Wastewater System Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	ENDING CASH BALANCE AFTER RESERVES	\$ 409,182.92	\$ 359,625.34	\$ 190,972.28	\$ 174,118.03	\$ 335,446.25	\$ 804,129.32
21	CUMULATIVE REVENUE & RESERVE DEFICIENCY (Line 19 divided by line 9)	0.28	0.24	0.11	0.10	0.20	0.51
22	DEBT SERVICE COVERAGE (Line 10 divided by Line 13)	0.48	0.76	0.05	0.21	0.80	1.97

WASTEWATER SYSTEM RATE SCALE DETERMINATION

Tier 1: 0-250 cubic metres							
23	Estimated Consumption (m3)	732070	732070	732070	732070	732070	732070
24	Number of Meters	2819	2854	2889	2924	2959	2994
25	Base Rate	\$ 18.54	\$ 19.47	\$ 20.44	\$ 21.46	\$ 22.54	\$ 23.66
26	Usage Rate per m3	\$ 1.24	\$ 1.30	\$ 1.37	\$ 1.44	\$ 1.51	\$ 1.58
27	Fixed Revenue	\$ 627,171.12	\$ 666,705.82	\$ 708,626.05	\$ 753,071.55	\$ 800,190.03	\$ 850,137.68
28	Variable Revenue	\$ 907,766.80	\$ 953,155.14	\$ 1,000,812.90	\$ 1,050,853.54	\$ 1,103,396.22	\$ 1,158,566.03
29	Total Revenue - Wastewater	\$ 1,534,937.92	\$ 1,619,860.96	\$ 1,709,438.95	\$ 1,803,925.09	\$ 1,903,586.25	\$ 2,008,703.71
Tier 2: 251-750 cubic metres							
30	Estimated Consumption (m3)	0	0	0	0	0	0
31	Number of Meters	6	6	6	6	6	6
32	Base Rate	\$ 61.79	\$ 64.88	\$ 68.12	\$ 71.53	\$ 75.11	\$ 78.86
33	Usage Rate per m3	\$ 1.24	\$ 1.30	\$ 1.37	\$ 1.44	\$ 1.51	\$ 1.58
34	Fixed Revenue	\$ 4,448.88	\$ 4,671.32	\$ 4,904.89	\$ 5,150.13	\$ 5,407.64	\$ 5,678.02
35	Variable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Total Revenue - Tier 2	\$ 4,448.88	\$ 4,671.32	\$ 4,904.89	\$ 5,150.13	\$ 5,407.64	\$ 5,678.02
Tier 3: 750 Cubic Metres +							
37	Estimated Consumption (m3)	0	0	0	0	0	0
38	Number of Meters	11	11	11	11	11	11
39	Base Rate	\$ 216.28	\$ 227.09	\$ 238.45	\$ 250.37	\$ 262.89	\$ 276.03
40	Usage Rate per m3	\$ 1.24	\$ 1.30	\$ 1.37	\$ 1.44	\$ 1.51	\$ 1.58
41	Fixed Revenue	\$ 28,548.96	\$ 29,976.41	\$ 31,475.23	\$ 33,048.99	\$ 34,701.44	\$ 36,436.51
42	Variable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Total Revenue - Tier 3	\$ 28,548.96	\$ 29,976.41	\$ 31,475.23	\$ 33,048.99	\$ 34,701.44	\$ 36,436.51
44	Total Projected Revenue - Sales	\$ 1,567,935.76	\$ 1,654,508.69	\$ 1,745,819.07	\$ 1,842,124.22	\$ 1,943,695.33	\$ 2,050,818.25

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jed Kelly, Director of Public Works
Date of Meeting:	28 November 2017
Subject:	PW 66-2017 Glass Street Winter Maintenance

PURPOSE

To present information related to winter maintenance on the gravel section of Glass Street between Emily Street and James Street.

RECOMMENDATION

THAT Council receive report PW 66-2017 Glass Street Winter Maintenance; and,

THAT Council close the gravel portion of Glass Street between Emily Street and James Street North during the 2017/2018 winter season.

BACKGROUND

The Town constructed approximately 800 meters of a new section of road between Emily Street and James Street in coordination with the Thames Crest Farms development in 2016. The road is an extension of Glass Street and was necessary in order to accommodate construction and detour traffic during the Emily Street reconstruction project in 2017. The road was not connected at Emily Street prior to the 2016 / 2017 winter season and therefore, remained closed until the spring of 2017. The road was completed and heavily used in 2017 when Emily Street was closed, but its use is anticipated to drop as Emily Street is now open.

REPORT

Public Works staff have been preparing for the upcoming winter season and require direction with regards to winter maintenance on the gravel section of Glass Street. The winter maintenance equipment and operations in St. Marys are tailored to the types of roads within the Town. The majority of the Town's roads are characterized as urban cross sections with asphalt road surfaces. The Glass Street extension provides improved connectivity benefit to the residents in the northwest part of Town, however there are concerns about the ability to maintain the gravel surface to a resident's expected level of service with the Town's compliment of winter maintenance equipment.

The maintenance of a high use gravel road in an area exposed to high winds creates somewhat of an anomaly within the Town's winter maintenance program. The approach to winter maintenance on gravel roads is different from asphalt roads. Where the objective on an asphalt road is to reduce or eliminate ice build-up with the use of de-icing materials, the objective on a gravel road is to have the surface freeze and stay frozen for as long as possible without freeze / thaw events. These freeze / thaw events cause the gravel surface to become soft and prone to potholing. Once the surface starts to pothole it is very difficult to re-establish a smooth surface because the gravel will not pack at sub-zero temperatures.

Staff found that the residents utilizing Glass Street in 2017 were not as accustomed to gravel surface roads and had higher expectations for surface conditions than a resident in a rural municipality might typically have for a gravel road. This is a concern as Town staff will not be able to maintain the gravel

road to the same level of service during winter conditions that will be achieved on our other asphalt roads. If drivers do not modify their driving behaviours to the conditions of the road, there is an increased potential for vehicular incidents and corresponding claims.

The gravel portion of Glass Street does not have any lots abutting that would generate traffic, its only purpose is to act as a connecting link between Emily Street and James Street North. A common approach in rural municipalities to reducing costs associated with such roads is to post them as “no winter maintenance”.

Another issue with the Glass Street extension is that it is exposed to high winds and is very likely to experience significant drifting, much like James Street North. This issue would exist regardless of road surface type but becomes particularly dangerous on a narrow road with deep ditches and no streetlights if the surface conditions are poor.

It is staff’s recommendation that the Glass Street extension become a “no winter maintenance” road for the 2017-2018 winter season. If approved, the appropriate signage would be installed.

However, Glass Street not only served as a temporary construction and detour access, but also created a viable alternate access point for emergency services. If the road were to be closed for normal vehicular traffic for the 2017-2018 winter season, there would still be a desire to have the road passable for emergency services. If the road were to be closed, Public Works would perform intermittent snow clearing to reduce drifts and ensure the road was passable by emergency services vehicles in the event that Emily Street became blocked during an emergency.

The new asphalt section of Glass Street is part of the Thames Crest Farms subdivision and will be maintained by Town staff, at the cost of the developer as per the subdivision agreement.

Staff have included surface treatment of the gravel portion of Glass Street in the proposed 2018 capital budget which will make proper winter surface maintenance far more obtainable in the 2018-2019 winter season with the Town’s existing equipment and processes.

SUMMARY

Public Works staff are concerned that the gravel portion of Glass Street will be difficult to maintain during the winter season and recommend that the road be closed during the 2017/2018 winter season. The road would still be cleared on a periodic basis to allow it to function as a secondary access for emergency services vehicles. The Town’s capital plan includes funds to provide a tar and chip hard surface to Glass Street in 2018. Once a hard surface is created, it is staff’s expectation that Glass Street will remain open beginning in the 2018-2019 winter season.

FINANCIAL IMPLICATIONS

The gravel portion of Glass Street is anticipated to cost approximately \$10,000 to maintain for the 2017/2018 season. By closing the section of road, there is not only cost avoidance related to Town operations, but also cost avoidance associated with potential claims.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

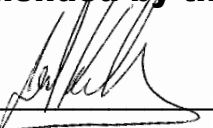
Director of Public Works, Township of Perth South
Richard Anderson, Town of St. Marys Fire Chief
Perth County EMS

ATTACHMENTS

None.

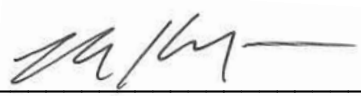
REVIEWED BY

Recommended by the Department



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jeff Wolfe, Asset Management and Engineer Specialist
Date of Meeting:	28 November 2017
Subject:	PW 67-2017 Winter Maintenance Agreements for Subdivisions

PURPOSE

This report presents information related to winter maintenance activities within un-assumed subdivisions.

RECOMMENDATION

THAT Council receive PW 67-2017 Winter Maintenance Agreements for Subdivisions report; and,
THAT Council approve By-law 105-2017 authorizing the Mayor and the Clerk to sign the associated agreement with Meadowridge Properties Ltd. for Diamondridge Subdivision winter maintenance; and,
THAT Council approve By-law 106-2017 authorizing the Mayor and the Clerk to sign the associated agreement with 2231872 Ontario Inc. for Northridge Subdivision winter maintenance; and,
THAT Council approve By-law 107-2017 authorizing the Mayor and the Clerk to sign the associated agreement with 2416987 Ontario Inc. for Westover Place Subdivision winter maintenance.

BACKGROUND

The Town has several active subdivision agreements with developers where roads and sidewalks are constructed but the Town has not assumed the infrastructure. The subdivision agreements require that the developer maintains the infrastructure year round to the Town's satisfaction, and subject to regular inspection by the Town. To ensure that minimum maintenance standards are met, the Town has historically completed winter maintenance activities on un-assumed roads and sidewalks within subdivisions but there were no formal agreements for this arrangement. Staff have developed agreements to formalize the winter maintenance arrangement between the Town and developers.

REPORT

Subdivision developments regularly include new road allowances where a developer constructs a new road to access lots created by the plan of subdivision. These newly constructed roads eventually become assumed by the Town once the Town is satisfied that the infrastructure is in a good condition to accept. Subdivision agreements outline the process for how the Town will accept / assume infrastructure from the developer. There are several stages to the assumption process that result in a minimum of three years where the developer owns the subdivision roads before the Town takes ownership and the responsibilities that go along with road ownership.

Subdivision agreements require that, prior to assumption by the Town, roads are maintained by the developer to the Town's satisfaction. This includes winter maintenance activities on the roads and sidewalks. The Town has historically completed winter maintenance activities in subdivisions as both the developers and staff recognized the Town was better suited to carry out winter maintenance activities than a developer and could ensure that minimum maintenance standards were met. The

development community has long argued that the Town can provide a higher level of service than a subcontractor and that residents living within an un-assumed subdivisions have an expectation that their roads receive the same level of service as other similar roads in Town.

As part of the development of snow the removal agreements, staff consulted with the Town's insurer Frank Cowan. They have recommended that the Town limit liability associated with winter maintenance wherever possible, including avoiding un-assumed subdivision roads. However, based on past staff experience with 3rd party snow removal, the reality of a claim situation is that the Town would be named in a claim and required to defend itself regardless of whether the Town carried out maintenance activities. The Town would be named in a claim because the current active subdivision agreements state the Town is required to inspect snow removal activities on un-assumed roads to ensure current standards are being met.

The Public Works department, like all surrounding roads departments, uses the minimum maintenance standards defined by the province for snow removal service delivery. By entering into snow removal agreements with the various developers the Town can ensure that the condition of roads meets the minimum maintenance standards. Further advantages are realized as record keeping would be integrated into existing accepted winter maintenance logging practices. Town staff are present during defined patrols and activity monitoring road conditions in Town during winter months as opposed to third party contractor who might not be in close proximity to the Town.

Developments that are currently in a stage where developers are still responsible for the cost of winter maintenance activities include; Northridge, Diamondridge, Thames Crest Farms (Emily Street), and Westover Place Subdivisions. The Thames Crest Farms subdivision agreement specifically identified the Town as carrying out winter maintenance activities so a separate agreement is not necessary for that development. Staff worked with Legal to develop the attached standard subdivision agreement that would be applied to these subdivisions.

SUMMARY

The Town carries out winter maintenance activities within subdivisions. Staff are looking to formalize the process with written agreements.

Because of this likelihood of being named in a claim anyways, it is staff's position that the Town continue to provide snow removal on un-assumed roads as snow removal is a core service of the Town and we can then ensure that minimum standards are met.

FINANCIAL IMPLICATIONS

The cost of carrying out the winter maintenance activities within subdivisions is to be offset by the revenue from the agreements. The agreement identifies a cost per snow event that the developer would be responsible for paying to the Town. This cost was determined by taking the Town's cost per snow event per kilometer of road and applying it to the number of kilometers of road within the subdivision. Based on the current km's of un-assumed road, the 2017/2018 revenue associated with subdivisions is estimated at \$20,000.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Active Development Representatives - Craig Linton, Rob Taylor, Gerry Lang, Strong McDougall Oudekerk
Frank Cowan Insurance

ATTACHMENTS

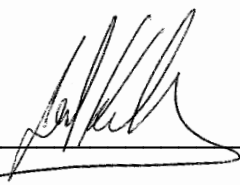
Winter Maintenance Agreements for Diamondridge, Northridge, and Westover Place Subdivisions

REVIEWED BY

Recommended by the Department



Jeff Wolfe
Asset Management/Engineering Specialist



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
CAO / Clerk

THIS AGREEMENT made this day of November, 2017.

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the “Town”)

OF THE FIRST PART

AND:

MEADOWRIDGE PROPERTIES LTD.

(Hereinafter called the “Developer”)

OF THE SECOND PART

WHEREAS the Developer is the owner of certain Lands within the Town of St. Marys;

AND WHEREAS the Developer and the Town have entered into a Subdivision Agreement respecting the development and subdivision of the Lands by the Developer;

AND WHEREAS the Developer is responsible for the repair and maintenance of all Roads within and adjoining the Lands until a Certificate of Final Acceptance for the Works has been issued by the Town, including winter road maintenance;

AND WHEREAS pursuant to the Subdivision Agreement, the Developer and the Town may enter into a separate agreement respecting the winter road maintenance on the Lands;

AND WHEREAS the Developer and the Town have agreed to certain matters hereinafter expressed relating to the provision of winter road maintenance on the Lands;

NOW THEREFORE WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Developer to the Town, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, the parties hereto covenant, promise and agree as follows:

I – INTERPRETATION

1. The Developer and the Town agree that the above recitals are true.
2. In this Agreement the terms defined in this section shall have the following meanings unless the context expressly or by necessary implication otherwise requires:
 - a. “**Agreement**” means this Agreement and the Schedules attached hereto;
 - b. “**Lands**” means the lands described in Schedule “A” to this Agreement
 - c. “**Roads**” means all roads constructed and shown as such on the Plan of Subdivision within and adjoining the Lands;
 - d. “**Sidewalk**” means any and all sidewalks constructed appurtenant to the Roads, once the construction of such sidewalks is complete;
 - e. “**Subdivision Agreement**” means the Subdivision Agreement between the Developer and the Town dated January 28, 2014.

- f. **“Winter Maintenance”** means the maintenance activities normally performed following a Winter Maintenance Event to address snow accumulation and/or ice formation, and may include plowing, sanding, salting, and other services involved in assuring access and safety of vehicular traffic on the Roads.
- g. **“Winter Maintenance Event”** means a winter weather event which results in snow accumulation and/or ice formation on the Roads, such that the Roads require maintenance in order to meet the applicable maintenance standards.
- h. **“Winter Maintenance Period”** means the period between October 1 in a given year and April 30 in the following year.

II – SUBDIVISION AGREEMENT

- 3. The Developer and the Town entered into a Subdivision Agreement with respect to the Lands dated January 28, 2014, which Subdivision Agreement remains in effect.
- 4. The Developer and the Town agree that this Agreement is further to and does not alter, remove or supersede any provision of the Subdivision Agreement.

III – TERM AND TERMINATION

- 5. This Agreement shall come into force and take effect on the date it is signed by both parties.
- 6. The Term of this Agreement shall begin on the day it comes into force and shall continue until the end of the first whole or partial Winter Maintenance Period occurring after the Agreement is signed, unless terminated earlier as provided for under paragraph 8 of this Agreement.
- 7. At the end of the Term of the Agreement, the Agreement shall automatically be extended for additional terms of one year each, until and unless it is terminated as provided for under paragraph 8 of this Agreement.
- 8. This Agreement shall terminate:
 - a. Thirty (30) days after either party provides written notice of termination to the other party;
 - b. Immediately, if the Developer breaches its obligations to repair and maintain the Roads and the Town provides written notice of termination to the Developer, or,
 - c. Immediately, when the Town provides a Certificate of Final Acceptance of Works to the Developer in accordance with the Subdivision Agreement.

IV – WINTER MAINTENANCE

- 9. During the term of this Agreement, including any renewals thereof, the Town shall perform Winter Maintenance on the Roads and the Sidewalks after every Winter Maintenance Event occurring during a Winter Maintenance Period.
- 10. The Winter Maintenance for Roads shall comply with the Town’s standards, the Minimum Maintenance Standards for Municipal Highways, Ontario Regulation 239/02 made under the *Municipal Act, 2001*, S.O. 2001, c.25, and all other minimum standards required by law.
- 11. The Winter Maintenance for Sidewalks shall comply with the Town’s standards and all other minimum standards required by law.
- 12. The Town shall be solely responsible for determining when a Winter Maintenance Event has taken place based on the Town’s own practices and procedures.

13. The Developer acknowledges that:

- a. the Town's obligations with respect to repair and maintenance of the Roads is limited to providing the Winter Maintenance as described in paragraphs 9 through 12 above, and that the Town shall not be responsible for any other repairs or maintenance of the Roads; and,
- b. the Developer is solely responsible for all other road repair and maintenance in accordance with the terms of the Subdivision Agreement;

until such time as the Town has provided a Certificate of Final Acceptance of Works in accordance with the Subdivision Agreement.

14. The Developer acknowledges that the Roads have not been accepted by the Town. Neither this Agreement nor any work done on the Lands pursuant hereto shall be taken to constitute acceptance of the Roads.

15. The Town and its employees and agents may enter the Lands at any time to perform any work necessary to meet the Town's obligations under this Agreement.

16. The Town and its employees and agents may remove any object or obstacle from the Roads that interferes with the Town's ability to perform Winter Maintenance.

17. The Developer agrees to maintain the Roads in a state of good repair such that the Winter Maintenance can be effectively performed and to use best efforts to keep the Roads free from obstacles or obstructions which could interfere with the Winter Maintenance.

V – COST RECOVERY

18. The Developer shall pay the Town for the services it provides under this Agreement on a fee per Winter Maintenance Event basis.

19. The Town shall invoice the Developer for the services it provides hereunder twice during the Winter Maintenance Period, once at the end of the calendar year, and once at the end of the Winter Maintenance Period and the Developer shall pay every such invoice within thirty (30) days of the invoice date.

20. For the 2017-2018 Winter Maintenance Period, the maintenance fee per Winter Maintenance Event shall be \$155.06.

21. For every subsequent term of this Agreement, the road maintenance fee per Winter Maintenance Event shall be calculated as the average cost to the Town per kilometer of road in the Town per Winter Maintenance Event in the previous winter, multiplied by the length of the Roads and Sidewalks in kilometers.

22. If the Developer fails to pay any invoice under this Agreement by the date the payment becomes due, then the Town may deduct the amount owed to the Town from any security held by the Town pursuant to the Subdivision Agreement.

23. The Town shall provide the Developer with written notice of every deduction from a security held by the Town made in accordance with paragraph 23 of this Agreement, and upon receipt of such notice, the Developer shall forthwith furnish to the Town sufficient funds to restore the security deposit to the level required by the Town, up to a maximum of the total amount of security required under the Subdivision Agreement.

VI – LIABILITY

24. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town, its councillors, employees, officers, directors, agents and representatives, from all actions, causes of action, suits, claims or demands whatsoever related to the maintenance

and use of the Roads by any persons entering thereon for any purpose at any time during the term of this Agreement, including any renewals thereof.

25. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town, its councillors, employees, officers, directors, agents and representatives, from all actions, causes of action, suits, claims or demands whatsoever related to the maintenance and use of the Roads by the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant, project manager, employee, customer and any other person or business related directly or indirectly to the Developer that may carry out works and/or use the Roads for any purpose during the term of this Agreement, including any renewals thereof.
26. The indemnity referred to in paragraphs 25-26 of this Agreement includes but is not limited to the actions, performance, negligence or non-performance of the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant, project manager, employee, customer, and anyone else using the Roads for any purpose.
27. Notwithstanding the indemnity referred to in paragraphs 24-26 of this Agreement, the Town may be held responsible to the extent and in proportion to any negligence of the Town in performing the Winter Maintenance.
28. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of action, suits, claims or demands whatsoever related to damage or interference caused to the Lands or to any improvements, fixtures, equipment or structures thereon by the Town, its employees or its agents in the performance of this Agreement, and the Developer waives any and all such claims on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title.

VII – GENERAL

29. No variation, amendment or addition of or to this Agreement shall be effective unless it is made in writing and is signed by both the Developer and the Town.
30. Any notice required to be given or document required to be delivered herein shall be delivered to the party to whom the notice or document is to be given as set out in paragraph 12.7 of the Subdivision Agreement, and such notice shall become effective at the time and in the manner stated in same.
31. This Agreement shall not be assigned by either party without the prior written consent of the other party.
32. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
33. Schedule “A”, attached hereto, is hereby incorporated into and forms part of this Agreement.

IN WITNESS WHEREOF, on the [DATE] day of November, 2017 the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

**THE CORPORATION OF THE TOWN
OF ST. MARYS**

Al Strathdee, Mayor

Brent Kittmer, CAO

We have the authority to bind the Corporation.

COMPANY NAME

I/We have the authority to bind the Corporation and the Partnership.

SCHEDULE “A” – LEGAL DESCRIPTION OF LANDS

[INSERT]

THIS AGREEMENT made this day of November, 2017.

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the “Town”)

OF THE FIRST PART

AND:

2231872 ONTARIO INC.

(Hereinafter called the “Developer”)

OF THE SECOND PART

WHEREAS the Developer is the owner of certain Lands within the Town of St. Marys;

AND WHEREAS the Developer and the Town have entered into a Subdivision Agreement respecting the development and subdivision of the Lands by the Developer;

AND WHEREAS the Developer is responsible for the repair and maintenance of all Roads within and adjoining the Lands until a Certificate of Final Acceptance for the Works has been issued by the Town, including winter road maintenance;

AND WHEREAS pursuant to the Subdivision Agreement, the Developer and the Town may enter into a separate agreement respecting the winter road maintenance on the Lands;

AND WHEREAS the Developer and the Town have agreed to certain matters hereinafter expressed relating to the provision of winter road maintenance on the Lands;

NOW THEREFORE WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Developer to the Town, the receipt whereof is hereby acknowledged, and of other good and valuable consideration, the parties hereto covenant, promise and agree as follows:

I – INTERPRETATION

1. The Developer and the Town agree that the above recitals are true.
2. In this Agreement the terms defined in this section shall have the following meanings unless the context expressly or by necessary implication otherwise requires:
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 - c. “**Roads**” means all roads constructed and shown as such on the Plan of Subdivision within and adjoining the Lands;
 - d. “**Sidewalk**” means any and all sidewalks constructed appurtenant to the Roads, once the construction of such sidewalks is complete;
 - e. “**Subdivision Agreement**” means the Subdivision Agreement between the Developer and the Town dated October 23, 2012.

- f. **“Winter Maintenance”** means the maintenance activities normally performed following a Winter Maintenance Event to address snow accumulation and/or ice formation, and may include plowing, sanding, salting, and other services involved in assuring access and safety of vehicular traffic on the Roads.
- g. **“Winter Maintenance Event”** means a winter weather event which results in snow accumulation and/or ice formation on the Roads, such that the Roads require maintenance in order to meet the applicable maintenance standards.
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- 6. The Term of this Agreement shall begin on the day it comes into force and shall continue until the end of the first whole or partial Winter Maintenance Period occurring after the Agreement is signed, unless terminated earlier as provided for under paragraph 8 of this Agreement.
- 7. At the end of the Term of the Agreement, the Agreement shall automatically be extended for additional terms of one year each, until and unless it is terminated as provided for under paragraph 8 of this Agreement.
- 8. This Agreement shall terminate:
 - a. Thirty (30) days after either party provides written notice of termination to the other party;
 - b. Immediately, if the Developer breaches its obligations to repair and maintain the Roads and the Town provides written notice of termination to the Developer, or,
 - c. Immediately, when the Town provides a Certificate of Final Acceptance of Works to the Developer in accordance with the Subdivision Agreement.

IV – WINTER MAINTENANCE

- 9. During the term of this Agreement, including any renewals thereof, the Town shall perform Winter Maintenance on the Roads and the Sidewalks after every Winter Maintenance Event occurring during a Winter Maintenance Period.
- 10. The Winter Maintenance for Roads shall comply with the Town’s standards, the Minimum Maintenance Standards for Municipal Highways, Ontario Regulation 239/02 made under the *Municipal Act, 2001*, S.O. 2001, c.25, and all other minimum standards required by law.
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- 12. The Town shall be solely responsible for determining when a Winter Maintenance Event has taken place based on the Town’s own practices and procedures.

13. The Developer acknowledges that:

- a. the Town's obligations with respect to repair and maintenance of the Roads is limited to providing the Winter Maintenance as described in paragraphs 9 through 12 above, and that the Town shall not be responsible for any other repairs or maintenance of the Roads; and,
- b. the Developer is solely responsible for all other road repair and maintenance in accordance with the terms of the Subdivision Agreement;

until such time as the Town has provided a Certificate of Final Acceptance of Works in accordance with the Subdivision Agreement.

14. The Developer acknowledges that the Roads have not been accepted by the Town. Neither this Agreement nor any work done on the Lands pursuant hereto shall be taken to constitute acceptance of the Roads.

15. The Town and its employees and agents may enter the Lands at any time to perform any work necessary to meet the Town's obligations under this Agreement.

16. The Town and its employees and agents may remove any object or obstacle from the Roads that interferes with the Town's ability to perform Winter Maintenance.

17. The Developer agrees to maintain the Roads in a state of good repair such that the Winter Maintenance can be effectively performed and to use best efforts to keep the Roads free from obstacles or obstructions which could interfere with the Winter Maintenance.

V – COST RECOVERY

18. The Developer shall pay the Town for the services it provides under this Agreement on a fee per Winter Maintenance Event basis.

19. The Town shall invoice the Developer for the services it provides hereunder twice during the Winter Maintenance Period, once at the end of the calendar year, and once at the end of the Winter Maintenance Period and the Developer shall pay every such invoice within thirty (30) days of the invoice date.

20. For the 2017-2018 Winter Maintenance Period, the maintenance fee per Winter Maintenance Event shall be \$88.55.

21. For every subsequent term of this Agreement, the road maintenance fee per Winter Maintenance Event shall be calculated as the average cost to the Town per kilometer of road in the Town per Winter Maintenance Event in the previous winter, multiplied by the length of the Roads and Sidewalks in kilometers.

22. If the Developer fails to pay any invoice under this Agreement by the date the payment becomes due, then the Town may deduct the amount owed to the Town from any security held by the Town pursuant to the Subdivision Agreement.

23. The Town shall provide the Developer with written notice of every deduction from a security held by the Town made in accordance with paragraph 23 of this Agreement, and upon receipt of such notice, the Developer shall forthwith furnish to the Town sufficient funds to restore the security deposit to the level required by the Town, up to a maximum of the total amount of security required under the Subdivision Agreement.

VI – LIABILITY

24. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town, its councillors, employees, officers, directors, agents and representatives, from all actions, causes of action, suits, claims or demands whatsoever related to the maintenance

and use of the Roads by any persons entering thereon for any purpose at any time during the term of this Agreement, including any renewals thereof.

25. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town, its councillors, employees, officers, directors, agents and representatives, from all actions, causes of action, suits, claims or demands whatsoever related to the maintenance and use of the Roads by the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant, project manager, employee, customer and any other person or business related directly or indirectly to the Developer that may carry out works and/or use the Roads for any purpose during the term of this Agreement, including any renewals thereof.
26. The indemnity referred to in paragraphs 25-26 of this Agreement includes but is not limited to the actions, performance, negligence or non-performance of the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant, project manager, employee, customer, and anyone else using the Roads for any purpose.
27. Notwithstanding the indemnity referred to in paragraphs 24-26 of this Agreement, the Town may be held responsible to the extent and in proportion to any negligence of the Town in performing the Winter Maintenance.
28. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of action, suits, claims or demands whatsoever related to damage or interference caused to the Lands or to any improvements, fixtures, equipment or structures thereon by the Town, its employees or its agents in the performance of this Agreement, and the Developer waives any and all such claims on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title.

VII – GENERAL

29. No variation, amendment or addition of or to this Agreement shall be effective unless it is made in writing and is signed by both the Developer and the Town.
30. Any notice required to be given or document required to be delivered herein shall be delivered to the party to whom the notice or document is to be given as set out in paragraph 12.7 of the Subdivision Agreement, and such notice shall become effective at the time and in the manner stated in same.
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33. Schedule “A”, attached hereto, is hereby incorporated into and forms part of this Agreement.

IN WITNESS WHEREOF, on the [DATE] day of November, 2017 the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

**THE CORPORATION OF THE TOWN
OF ST. MARYS**

Al Strathdee, Mayor

Brent Kittmer, CAO

We have the authority to bind the Corporation.

COMPANY NAME

I/We have the authority to bind the Corporation and the Partnership.

SCHEDULE “A” – LEGAL DESCRIPTION OF LANDS

[INSERT]

THIS AGREEMENT made this day of November, 2017.

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the “Town”)

OF THE FIRST PART

AND:

2416987 ONTARIO INC.

(Hereinafter called the “Developer”)

OF THE SECOND PART

WHEREAS the Developer is the owner of certain Lands within the Town of St. Marys;

AND WHEREAS the Developer and the Town have entered into a Subdivision Agreement respecting the development and subdivision of the Lands by the Developer;

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1. The Developer and the Town agree that the above recitals are true.
2. In this Agreement the terms defined in this section shall have the following meanings unless the context expressly or by necessary implication otherwise requires:
 - a. **“Agreement”** means this Agreement and the Schedules attached hereto;
 - b. **“Lands”** means the lands described in Schedule “A” to this Agreement
 - c. **“Roads”** means all roads constructed and shown as such on the Plan of Subdivision within and adjoining the Lands;
 - d. **“Sidewalk”** means any and all sidewalks constructed appurtenant to the Roads, once the construction of such sidewalks is complete;
 - e. **“Subdivision Agreement”** means the Subdivision Agreement between the Developer and the Town dated July 23, 2016.

- f. **“Winter Maintenance”** means the maintenance activities normally performed following a Winter Maintenance Event to address snow accumulation and/or ice formation, and may include plowing, sanding, salting, and other services involved in assuring access and safety of vehicular traffic on the Roads.
- g. **“Winter Maintenance Event”** means a winter weather event which results in snow accumulation and/or ice formation on the Roads, such that the Roads require maintenance in order to meet the applicable maintenance standards.
- h. **“Winter Maintenance Period”** means the period between October 1 in a given year and April 30 in the following year.

II – SUBDIVISION AGREEMENT

- 3. The Developer and the Town entered into a Subdivision Agreement with respect to the Lands dated July 23, 2016, which Subdivision Agreement remains in effect.
- 4. The Developer and the Town agree that this Agreement is further to and does not alter, remove or supersede any provision of the Subdivision Agreement.

III – TERM AND TERMINATION

- 5. This Agreement shall come into force and take effect on the date it is signed by both parties.
- 6. The Term of this Agreement shall begin on the day it comes into force and shall continue until the end of the first whole or partial Winter Maintenance Period occurring after the Agreement is signed, unless terminated earlier as provided for under paragraph 8 of this Agreement.
- 7. At the end of the Term of the Agreement, the Agreement shall automatically be extended for additional terms of one year each, until and unless it is terminated as provided for under paragraph 8 of this Agreement.
- 8. This Agreement shall terminate:
 - a. Thirty (30) days after either party provides written notice of termination to the other party;
 - b. Immediately, if the Developer breaches its obligations to repair and maintain the Roads and the Town provides written notice of termination to the Developer, or,
 - c. Immediately, when the Town provides a Certificate of Final Acceptance of Works to the Developer in accordance with the Subdivision Agreement.

IV – WINTER MAINTENANCE

- 9. During the term of this Agreement, including any renewals thereof, the Town shall perform Winter Maintenance on the Roads and the Sidewalks after every Winter Maintenance Event occurring during a Winter Maintenance Period.
- 10. The Winter Maintenance for Roads shall comply with the Town’s standards, the Minimum Maintenance Standards for Municipal Highways, Ontario Regulation 239/02 made under the *Municipal Act, 2001*, S.O. 2001, c.25, and all other minimum standards required by law.
- 11. The Winter Maintenance for Sidewalks shall comply with the Town’s standards and all other minimum standards required by law.
- 12. The Town shall be solely responsible for determining when a Winter Maintenance Event has taken place based on the Town’s own practices and procedures.

13. The Developer acknowledges that:

- a. the Town's obligations with respect to repair and maintenance of the Roads is limited to providing the Winter Maintenance as described in paragraphs 9 through 12 above, and that the Town shall not be responsible for any other repairs or maintenance of the Roads; and,
- b. the Developer is solely responsible for all other road repair and maintenance in accordance with the terms of the Subdivision Agreement;

until such time as the Town has provided a Certificate of Final Acceptance of Works in accordance with the Subdivision Agreement.

14. The Developer acknowledges that the Roads have not been accepted by the Town. Neither this Agreement nor any work done on the Lands pursuant hereto shall be taken to constitute acceptance of the Roads.

15. The Town and its employees and agents may enter the Lands at any time to perform any work necessary to meet the Town's obligations under this Agreement.

16. The Town and its employees and agents may remove any object or obstacle from the Roads that interferes with the Town's ability to perform Winter Maintenance.

17. The Developer agrees to maintain the Roads in a state of good repair such that the Winter Maintenance can be effectively performed and to use best efforts to keep the Roads free from obstacles or obstructions which could interfere with the Winter Maintenance.

V – COST RECOVERY

18. The Developer shall pay the Town for the services it provides under this Agreement on a fee per Winter Maintenance Event basis.

19. The Town shall invoice the Developer for the services it provides hereunder twice during the Winter Maintenance Period, once at the end of the calendar year, and once at the end of the Winter Maintenance Period and the Developer shall pay every such invoice within thirty (30) days of the invoice date.

20. For the 2017-2018 Winter Maintenance Period, the maintenance fee per Winter Maintenance Event shall be \$147.57.

21. For every subsequent term of this Agreement, the road maintenance fee per Winter Maintenance Event shall be calculated as the average cost to the Town per kilometer of road in the Town per Winter Maintenance Event in the previous winter, multiplied by the length of the Roads and Sidewalks in kilometers.

22. If the Developer fails to pay any invoice under this Agreement by the date the payment becomes due, then the Town may deduct the amount owed to the Town from any security held by the Town pursuant to the Subdivision Agreement.

23. The Town shall provide the Developer with written notice of every deduction from a security held by the Town made in accordance with paragraph 23 of this Agreement, and upon receipt of such notice, the Developer shall forthwith furnish to the Town sufficient funds to restore the security deposit to the level required by the Town, up to a maximum of the total amount of security required under the Subdivision Agreement.

VI – LIABILITY

24. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town, its councillors, employees, officers, directors, agents and representatives, from all actions, causes of action, suits, claims or demands whatsoever related to the maintenance

and use of the Roads by any persons entering thereon for any purpose at any time during the term of this Agreement, including any renewals thereof.

25. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town, its councillors, employees, officers, directors, agents and representatives, from all actions, causes of action, suits, claims or demands whatsoever related to the maintenance and use of the Roads by the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant, project manager, employee, customer and any other person or business related directly or indirectly to the Developer that may carry out works and/or use the Roads for any purpose during the term of this Agreement, including any renewals thereof.
26. The indemnity referred to in paragraphs 25-26 of this Agreement includes but is not limited to the actions, performance, negligence or non-performance of the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant, project manager, employee, customer, and anyone else using the Roads for any purpose.
27. Notwithstanding the indemnity referred to in paragraphs 24-26 of this Agreement, the Town may be held responsible to the extent and in proportion to any negligence of the Town in performing the Winter Maintenance.
28. The Developer, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of action, suits, claims or demands whatsoever related to damage or interference caused to the Lands or to any improvements, fixtures, equipment or structures thereon by the Town, its employees or its agents in the performance of this Agreement, and the Developer waives any and all such claims on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title.

VII – GENERAL

29. No variation, amendment or addition of or to this Agreement shall be effective unless it is made in writing and is signed by both the Developer and the Town.
30. Any notice required to be given or document required to be delivered herein shall be delivered to the party to whom the notice or document is to be given as set out in paragraph 12.7 of the Subdivision Agreement, and such notice shall become effective at the time and in the manner stated in same.
31. This Agreement shall not be assigned by either party without the prior written consent of the other party.
32. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
33. Schedule “A”, attached hereto, is hereby incorporated into and forms part of this Agreement.

IN WITNESS WHEREOF, on the [DATE] day of November, 2017 the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

**THE CORPORATION OF THE TOWN
OF ST. MARYS**

Al Strathdee, Mayor

Brent Kittmer, CAO

We have the authority to bind the Corporation.

COMPANY NAME

I/We have the authority to bind the Corporation and the Partnership.

SCHEDULE “A” – LEGAL DESCRIPTION OF LANDS

[INSERT]

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jed Kelly, Director of Public Works
Date of Meeting:	28 November 2017
Subject:	PW 55-2017 Meadowridge Sign Ownership and Maintenance Easement Agreements

PURPOSE

To present information related to the ownership of the Meadowridge subdivision entrance signs on Meadowridge Drive.

RECOMMENDATION

THAT report PW 55-2017 Meadowridge Sign Ownership and Maintenance Easement Agreements be received; and,

THAT Council direct staff to pursue the necessary easement agreements to assume ownership and maintenance of the Meadowridge Subdivision entrance signs on Meadowridge Drive.

BACKGROUND

The developer of the Meadowridge subdivisions erected two brick gateway features at the intersection of Meadowridge Drive and James Street South in the 1990's. The brick structures acted as a marketing tool entrance sign for the subdivision and are located on private property, just within the property line of municipal address numbers 1 and 2 Meadowridge Drive. Both features have 100 watt decorative street light globes installed on their caps. These decorative streetlights are connected to the Town's street light network and contribute to the illumination of the adjacent intersection.

REPORT

In August 2017, the homeowners of 1 and 2 Meadowridge Drive approached Town staff to discuss having the Town assume ownership of the features. Their deeds identify that the signs are located on their properties, but allude to the signs being owned by the developer. Staff are not aware of an agreement between the developer and the home owners or between the Town and the homeowners clarifying ownership. As a result, staff believe the signs are currently owned by the owners of 1 and 2 Meadowridge Drive. This issue arose in the past and there was thought that a special reserve had been set up by the Town for maintenance on these structures. Staff have confirmed that no such special reserve exists.

The brick structures are starting to show early signs of deterioration with isolated mortar failure and the loss of some bricks. The property owners acknowledge that the structures are located on their property but do not believe that they provide benefit to their properties and that it would be more appropriate for the Town to own the structures as they are integrated into the Town's streetlight network. The property owners have indicated that they have no intention of carrying out repairs to the structures and that if the Town does not assume ownership, they would be removed. The property owners understand that if the Town was to assume ownership, an easement agreement over the structures would be necessary to ensure the Town has access for repair work in the future.

The streetlight globes are not at a standard height but contribute to the illumination of the adjacent roadways and sidewalks. Staff engaged a lighting specialist to review the adjacent intersection illumination levels. It has been determined that the existing configuration does not meet IES illumination standards but would be considered existing, non-conforming. No reported traffic issues have been noted which could in part be attributed to illumination provided from the entrance features. Staff also note that the structures are located within the intersections sight triangle as regulated by the Zoning By-law. The structures would be considered existing non-conforming to this Zoning By-law requirement.

If the Town assumes the structures, they will require minor maintenance to ensure their structural integrity. If the Town does not assume the maintenance of the structures and the homeowners choose to remove the structures, the illumination levels would be altered, and the Town would be obligated to restore lighting levels at the intersection to comply with current standards. This would involve replacing an existing cobra head streetlight on James St. S. with a higher wattage light and then also adding one (1) additional street light on a nearby hydro pole.

If the Town were to assume the structures, they would be maintained until the end of their useful life (estimated 50 years), at which time it is expected that they would be removed and not replaced.

SUMMARY

Town staff require direction to determine next steps. There are currently no safety concerns with the structures, although the sight triangle and illumination conditions are considered existing non-conforming to current standards. If the Town does not assume the structures, it is expected that they will be removed. Any alteration to illumination levels would create a necessity for the Town to upgrade to current standards. The authorization and creation of easements for both properties would allow for long term access to maintain both the structures and current illumination levels.

Staff are recommending that Council direct staff to pursue the necessary easement agreements to assume ownership and maintenance of the Meadowridge Subdivision entrance signs on Meadowridge Drive.

FINANCIAL IMPLICATIONS

Option 1 – Assume and Maintain Existing Entrances structures

Survey & Easements - \$3,500

Repairs to existing structures \$1,000

Total Cost Option 1 - \$4,500

Option 2 – Existing features are removed additional lighting installed

New Street light fixture & arm - \$1,200

Modification to Existing Street light - \$500

Labour for installation of above - \$1,800

Removal of current entrance sign lighting service feeds - \$500

Total Cost Option 2 - \$4,000

Option 1 is projected to be slightly more expensive than Option B, however, it is less invasive, and would avoid the additional removal costs incurred by the homeowners. If Option A is approved, staff expects the repairs can be completed in the fall of 2017, and easements completed in the winter.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Paul & Tina Switzer , Owner , 1 Meadowridge Drive
Doug & Theresa Noble, Owner , 2 Meadowridge Drive
Des Nell, King Luminaire representative
Meadowridge Properties, Original developer

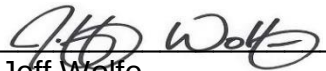
ATTACHMENTS

None

REVIEWED BY

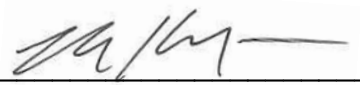
Recommended by the Department



Jed Kelly
Director of Public Works

Jeff Wolfe
Asset Management/Engineering Specialist

Recommended by the CAO



Brent Kittmer
CAO / Clerk

BY-LAW 97-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to repeal By-law 43 of 1997, A By-law to regulate parking on parking lots specifically at the Post Office parking lot.

- WHEREAS:** The Council of the Town of St. Marys regulated parking on parking lots specifically at the Post Office parking lot through by-law 43-1997;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys authorized the Mayor and the Clerk to execute all documents related to the Agreement of Purchase and Sale for the property containing a legal description of Park 1 on RP 44R-2257, West Part Lots 1, 2 &3, Registered Plan 225, East Side Wellington Street South, known municipally as 29 Wellington Street South, St. Marys, on April 28, 2014;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys no longer owns the aforementioned property and therefore no longer regulates the parking on such property;
- THEREFORE:** The Council of the Town of St. Marys enacts:
1. That By-law 43 of 1997, A By-law to regulate parking on parking lots specifically at the Post Office parking lot be repealed; and further,
 2. This by-law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

THE CORPORATION OF THE TOWN OF ST. MARYS

BY-LAW NUMBER 98-2017

A BY-LAW OF THE CORPORATION OF THE TOWN OF ST. MARYS TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,080,500.00 TOWARDS THE COST OF THE MUNICIPAL BRIDGE INFRASTRUCTURE.

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed Financial instruments and enter prescribed Financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other Financial instrument for long-term borrowing only to provide Financing for a capital work;

AND WHEREAS the Council of The Corporation of The Town of St. Marys (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works", as the case may be), and authorizing the entering into of a Financing Agreement dated effective as of October 25, 2017 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and Financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term Financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$1,080,500.00 dated December 15, 2017 and maturing on December 15, 2032, and payable in semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2018 to 2032, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The Town of St. Marys ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$1,080,500.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$1,080,500.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$1,080,500.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated **December 15, 2017**, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.10% per annum and mature during a period of 15 year(s) years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by December 15, 2032 and be payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth of December in each of the years 2018 to 2032, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if

any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.

7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of

registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.

16. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 28th day of November, 2017

By-law read a third time and finally passed this 28th day of November, 2017

Al Stratthdee
Mayor

Brent Kittmer
Clerk / CAO

The Corporation of The Town of St. Marys

Schedule "A" to By-law Number 98-2017

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
89 of 2017	Municipal Bridge Infrastructure	\$1,080,500.00	\$0.00	1,080,500.00	15 year(s)

The Corporation of The Town of St. Marys

Schedule “B” to By-law Number 98-2017

No. 98-2017

\$1,080,500.00

C A N A D A

Province of Ontario

The Corporation of The Town of St. Marys

FULLY REGISTERED INTEREST RATE 3.10% AMORTIZING DEBENTURE

The Corporation of The Town of St. Marys (the “Municipality”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2032), the principal amount of

ONE MILLION EIGHTY THOUSAND FIVE HUNDRED DOLLARS

----- (\$1,080,500.00) -----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2018 to 2032, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “Amortization Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 15, 2017) or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.10 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “OILC Act, 2011”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Town of St. Marys as at the 15th day of December, 2017

IN TESTIMONY WHEREOF and under the authority of By-law Number 98-2017 of the Municipality duly passed on the 28th Council Meeting Date (the “By-law”), this debenture is sealed with the municipal seal of the Municipality and signed by the Authority Title and by the Treasurer thereof.

Date of Registration: December 15, 2017

Al Strathdee, Mayor

(Seal) _____

Jim Brown, Treasurer / Director of Finance

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$1,080,500.00 dated December 15, 2017 and maturing on December 15, 2032 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2018 to 2032, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2017

Strong MacDougall Oudekerk

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 15, 2018 and ending on December 15, 2032 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the Financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by those Reference Banks.

THE CORPORATION OF THE TOWN OF ST. MARYS

Schedule "C" to By-law Number 98-2017

LOAN AMORTIZATION SCHEDULE

Name: The Corporation of the Town of St. Marys

Principal: \$1,080,500.00

Rate: 3.10%

Term: 15 years

Paid: Semi-annually

Maturity: 12/15/2032

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
-----	-----	-----	-----	-----	-----
1	6/15/2018	45,310.68	28,562.93	16,747.75	1,051,937.07
2	12/15/2018	45,310.68	29,005.66	16,305.02	1,022,931.41
3	6/15/2019	45,310.68	29,455.24	15,855.44	993,476.17
4	12/15/2019	45,310.68	29,911.80	15,398.88	963,564.37
5	6/15/2020	45,310.68	30,375.43	14,935.25	933,188.94
6	12/15/2020	45,310.68	30,846.25	14,464.43	902,342.69
7	6/15/2021	45,310.68	31,324.37	13,986.31	871,018.32
8	12/15/2021	45,310.68	31,809.90	13,500.78	839,208.42
9	6/15/2022	45,310.68	32,302.95	13,007.73	806,905.47
10	12/15/2022	45,310.68	32,803.65	12,507.03	774,101.82
11	6/15/2023	45,310.68	33,312.10	11,998.58	740,789.72
12	12/15/2023	45,310.68	33,828.44	11,482.24	706,961.28
13	6/15/2024	45,310.68	34,352.78	10,957.90	672,608.50
14	12/15/2024	45,310.68	34,885.25	10,425.43	637,723.25
15	6/15/2025	45,310.68	35,425.97	9,884.71	602,297.28
16	12/15/2025	45,310.68	35,975.07	9,335.61	566,322.21
17	6/15/2026	45,310.68	36,532.69	8,777.99	529,789.52
18	12/15/2026	45,310.68	37,098.94	8,211.74	492,690.58
19	6/15/2027	45,310.68	37,673.98	7,636.70	455,016.60
20	12/15/2027	45,310.68	38,257.92	7,052.76	416,758.68
21	6/15/2028	45,310.68	38,850.92	6,459.76	377,907.76
22	12/15/2028	45,310.68	39,453.11	5,857.57	338,454.65
23	6/15/2029	45,310.68	40,064.63	5,246.05	298,390.02
24	12/15/2029	45,310.68	40,685.63	4,625.05	257,704.39
25	6/15/2030	45,310.68	41,316.26	3,994.42	216,388.13
26	12/15/2030	45,310.68	41,956.66	3,354.02	174,431.47
27	6/15/2031	45,310.68	42,606.99	2,703.69	131,824.48
28	12/15/2031	45,310.68	43,267.40	2,043.28	88,557.08
29	6/15/2032	45,310.68	43,938.05	1,372.63	44,619.03
30	12/15/2032	45,310.62	44,619.03	691.59	0
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		1,359,320.34	1,080,500.00	278,820.34	

C A N A D A
Province of Ontario
The Corporation of The Town of St. Marys

FULLY REGISTERED INTEREST RATE 3.10% AMORTIZING DEBENTURE

The Corporation of The Town of St. Marys (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2032), the principal amount of

ONE MILLION EIGHTY THOUSAND FIVE HUNDRED DOLLARS

----- (\$1,080,500.00) -----

by equal semi-annual instalments of combined principal and interest amounts on the fifteenth day of June and on the fifteenth day of December in each of the years 2018 to 2032, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (December 15, 2017), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.10 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Town of St. Marys as at the 15th day of December, 2017

IN TESTIMONY WHEREOF and under the authority of By-law Number 98-2017 of the Municipality duly passed on the 28th day of November, 2017 (the "By-law"), this debenture is

sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2017

Al Strathdee, Mayor

(Seal) _____
Jim Brown, Treasurer / Director of Finance

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of 1,080,500.00 dated December 15, 2017 and maturing on December 15, 2032 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of June and on the fifteenth day of December in each of the years 2018 to 2032, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2017

Strong MacDougall Oudekerk

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on June 15, 2018 and ending on December 15, 2032, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the Financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by those Reference Banks.

LOAN AMORTIZATION SCHEDULE

Name: The Corporation of the Town of St. Marys

Principal: \$1,080,500.00

Rate: 3.10%

Term: 15 years

Paid: Semi-annually

Maturity: 12/15/2032

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
----	-----	-----	-----	-----	-----
1	6/15/2018	45,310.68	28,562.93	16,747.75	1,051,937.07
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7	6/15/2021	45,310.68	31,324.37	13,986.31	871,018.32
8	12/15/2021	45,310.68	31,809.90	13,500.78	839,208.42
9	6/15/2022	45,310.68	32,302.95	13,007.73	806,905.47
10	12/15/2022	45,310.68	32,803.65	12,507.03	774,101.82
11	6/15/2023	45,310.68	33,312.10	11,998.58	740,789.72
12	12/15/2023	45,310.68	33,828.44	11,482.24	706,961.28
13	6/15/2024	45,310.68	34,352.78	10,957.90	672,608.50
14	12/15/2024	45,310.68	34,885.25	10,425.43	637,723.25
15	6/15/2025	45,310.68	35,425.97	9,884.71	602,297.28
16	12/15/2025	45,310.68	35,975.07	9,335.61	566,322.21
17	6/15/2026	45,310.68	36,532.69	8,777.99	529,789.52
18	12/15/2026	45,310.68	37,098.94	8,211.74	492,690.58
19	6/15/2027	45,310.68	37,673.98	7,636.70	455,016.60
20	12/15/2027	45,310.68	38,257.92	7,052.76	416,758.68
21	6/15/2028	45,310.68	38,850.92	6,459.76	377,907.76
22	12/15/2028	45,310.68	39,453.11	5,857.57	338,454.65
23	6/15/2029	45,310.68	40,064.63	5,246.05	298,390.02
24	12/15/2029	45,310.68	40,685.63	4,625.05	257,704.39
25	6/15/2030	45,310.68	41,316.26	3,994.42	216,388.13
26	12/15/2030	45,310.68	41,956.66	3,354.02	174,431.47
27	6/15/2031	45,310.68	42,606.99	2,703.69	131,824.48
28	12/15/2031	45,310.68	43,267.40	2,043.28	88,557.08
29	6/15/2032	45,310.68	43,938.05	1,372.63	44,619.03
30	12/15/2032	45,310.62	44,619.03	691.59	0
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		1,359,320.34	1,080,500.00	278,820.34	

BY-LAW 99-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

A by-law for the imposition of development charges

WHEREAS the Town of St. Marys has and will continue to experience growth through development;

AND WHEREAS development requires the provision of physical and other services by the Town;

AND WHEREAS Council desires to ensure that the capital cost of meeting growth related demands for, or the burden on, Town services does not place an undue financial burden on the Town or its taxpayers;

AND WHEREAS the Development Charges Act, 1997, as amended (the “Act”) provides that the council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services;

AND WHEREAS a development charge background study has been completed in accordance with the Act;

AND WHEREAS Council has before it a report entitled “Town of St. Marys Development Charge Background Study” prepared by Watson and Associates Economists Ltd. dated September 29, 2017, as amended;

AND WHEREAS the Council of The Town of St. Marys has given notice of and held a public meeting on the 24th day of October, 2017 in accordance with the Act and the regulations thereto;

AND WHEREAS the Council of The Town of St. Marys has heard all persons who applied to be heard no matter whether in objection to, or in support of, the development charge proposal at a public meeting held on October 24, 2017;

AND WHEREAS the Council of The Corporation of the Town of St. Marys on October 24, 2017 determined that no additional public meeting was required to be held as part of the approval process;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ST. MARYS HEREBY ENACTS AS FOLLOWS:

1. DEFINITIONS

1.1 In this By-law the following items shall have the corresponding meanings:

“Act” means the Development Charges Act, 1997, S.O. 1997, c.27, as amended, or any successor thereof;

“Administration service” means any and all development related studies carried out by the municipality which are with respect to eligible services for which a development charge by-law may be imposed under the Development Charges Act, 1997, S.O. 1997, c.27, as amended, or any successor thereof;

“Accessory use” means where used to describe a use, building, or structure that the use, building or structure is naturally and normally incidental, subordinate in purpose of floor area or both, and exclusively devoted to a principal use, building or structure;

“Agricultural use” means a bona fide farming operation;

“Apartment Dwelling” means a Residential Dwelling within a building containing five or more Dwelling Units where access to each residential unit is obtained through a common entrance or entrances from the street level and the residential units are connected by an interior corridor;

“Bedroom” means a habitable room larger than seven square meters, including a den, study, or other similar area, which can be used as sleeping quarters, but does not include a bathroom, living room, dining room or kitchen;

“Benefiting area” means an area defined by map, plan or legal description in a front-ending agreement as an area that will receive a benefit from the construction of a service;

“Board of Education” has the same meaning as set out in the Education Act, R.S.O. 1990, c. E.2, as amended, or any successor thereof;

“Bona Fide Farm Use” means the proposed development will qualify as a farm business operating with a valid Farm Business Registration Number issued by the Ontario Ministry of Agriculture, Food and Rural Affairs on lands assessed in the Farmland Realty Tax Class by the Municipal Property Assessment Corporation pursuant to the Assessment Act, R.S.O. 1990, c.A.31, as amended;

“Building Code Act” means the Building Code Act, 1992, S.O. 1992, c.23, as amended, or any successor thereof;

“Capital Cost” means costs incurred or proposed to be incurred by the municipality or a local board thereof directly or by others on behalf of and as

authorized by the municipality or local board, as required for provision of services designate in this by-law within or outside the Town,

- (a) to acquire land or an interest in land, including a leasehold interest,
- (b) to improve land,
- (c) to acquire, lease, construct or improve buildings and structures,
- (d) to acquire, lease, construct or improve facilities including,
 - (i) rolling stock with an estimated life of seven years or more,
 - (ii) furniture and equipment other than computer equipment, and
 - (ii) material acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1990, c. P.44, as amended, or any successor thereof;
- (e) to undertake studies in connection with any matter under the Act and any of the matters in clauses (a) to (d) above, including the development charge background study required for the provision of services designated in this By-law within or outside the municipality;
- (f) interest on borrowing for those expenditures under clauses (a) to (e) above that are growth-related;

“Commercial” means any use of land, structures or buildings or portions thereof used, designed or intended for use for the purposes of buying or selling commodities and services, but does not include industrial or agricultural uses, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;

“Council” means the Council of the Town of St. Marys;

“Development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that the effect of increasing the size of usability thereof, and includes redevelopment;

“Development charge” means a charge imposed with respect to this By-law;

“Dwelling unit” means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

“Dwelling, senior citizens” means a dwelling unit used for the purpose of providing accommodation and related facilities for persons of retirement age, and which is owned and operating by a private or government authority, but does not include a nursing home or a home for the aged as defined by the Town of St. Marys Comprehensive Zoning By-law;

“Existing” means the number, use and size that existed as of the date this by-law was passed;

“Existing industrial building” means a building or buildings existing on a site in the Town of St. Marys on January 1st, 2012 or the buildings or structures constructed and occupied on a vacant site pursuant to site plan approval under section 41 of the Planning Act, R.S.O. 1990, c. P.13 (the “Planning Act”) subsequent to January 1, 2012 for which full development charges were paid, and is used for or in connection with,

- a) the production, compounding, processing, packaging, crating, bottling, packaging or assembling of raw or semi-processed goods or materials (“manufacturing”) in not less than seventy-five per cent of the total gross floor area of the building or buildings on a site (“manufacturing”) or warehousing related to the manufacturing use carried on in the building or buildings,
- b) research or development in connection with manufacturing in not less than seventy-five per cent of the total gross floor area of the building or buildings on a site,
- c) retail sales by a manufacturer, if the retail sales are at the site where the manufacturing is carried out, such retail sales are restricted to goods manufactured at the site, and the building or part of a building where such retail sales are carried out does not constitute greater than twenty-five per cent of the total gross floor area of the building or buildings on the site, or
- d) office or administrative purposes, if they are,
 - (i) carried out with respect to the manufacturing or warehousing; and,
 - (ii) in or attached to the building or structure used for such manufacturing or warehousing;

“farm building” means that part of a bona fide farming operation encompassing barns, silos and other ancillary development to an agricultural use, but does not include a residential use;

“Grade” means the average level of finished ground adjoining a building or structure at all exterior walls;

“Gross floor area” means:

(a) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from any other dwelling unit or other portion of a building; and

(b) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:

- (i) a room or enclosed area within the building or structure above or below that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;
- (ii) loading facilities above or below grade; and
- (iii) a part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;

“industrial” means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“institutional” means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;

“Local Board” means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the

affairs or purposes, including school purposes, of the municipality or any part or parts thereof or any local board as defined in the Development Charges Act, 1997, S.O. 1997, c.27, as amended;

“local services” means those services, facilities or things which are under the jurisdiction of the Town and are related to a plan under Sections 41, 51 or 53 of the Planning Act, R.S.O. 1990, c. P.13, as amended, or any successor thereof, or are within the area to which the plan relates in respect of the lands;

“multiple dwellings” means all dwellings other than single-detached, semi-detached and apartment unit dwellings;

“municipality” means the Corporation of the Town of St. Marys;

“non-residential use” means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use;

“nursing home” means any premises maintained and operated for persons requiring nursing care or in which such care is provided to two or more unrelated persons, but does not include any premises falling under the jurisdiction of Acts as provided for in the Town Comprehensive Zoning By-law;

“Official Plan” means the Official Plan adopted for the Town, as amended and approved;

“Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed’

“place of worship” means that part of a building or structure that is exempt from taxation as a place of worship under the Assessment Act, R.S.O. 1990, Chap. A.31, as amended, or any successor thereof;

“Planning Act” means the Planning Act, 1990, R.S.O. 1990, c.P.13, as amended;

“Rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

“regulation” means any regulation made pursuant to the Act;

“Residential Dwelling” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more Dwelling Units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;

“residential use” means the use of a building or structure or portion thereof for one or more Dwelling Units. This also includes a Dwelling Unit on land that is used for an Agricultural Use;

“row dwelling” means a building containing three or more attached dwelling units in a single row, each of which dwelling units has an independent entrance from the outside and is vertically separated from any abutting dwelling unit;

“semi-detached dwelling” means a dwelling unit in a residential building consisting of two dwelling units having one vertical wall or one horizontal wall, but not other parts attached or another dwelling units where the residential units are not connected by an interior corridor;

“service” means a service designed in Schedule “A” to this By-law, and “services” shall have a corresponding meaning;

“servicing agreement” means an agreement between a landowner and the Town relative to the provision of municipal services to specified land within the jurisdiction of the Town;

“single detached dwelling unit” means a residential building consisting of one dwelling unit and is not attached to another structure;

“Town” means the area within the geographic limits of the Town of St. Marys; and

“Zoning By-Law” means the Zoning By-Law of the Town of St. Marys, or any successor thereof passed pursuant to Section 34 of the Planning Act, S.O. 1998.

2. DESIGNATION OF SERVICES

2.1 The categories of services for which development charges are imposed under this By-law are as follows:

- a) Water Services;
- b) Wastewater Services;
- c) Waste Diversion;
- d) Roads and Related;
- e) Fire protection Services;
- f) Policing Services;
- g) Childcare;
- h) Library;
- i) Indoor & Outdoor Recreation; and
- j) Administration (Studies);

- 2.2 The components of the services designated in section 2.1 are described in Schedule A.

3. APPLICATION OF BY-LAW RULES

- 3.1 Development charges shall be payable in the amounts set out in this By-law where:
- (a) the lands are located in the area described in section 3.2; and
 - (b) the development of the lands requires any of the approvals set out in subsection 3.4(a).

Area to Which By-law Applies

- 3.2 Subject to section 3.3, this By-law applies to all lands in the Town of St. Marys whether or not the land or use thereof is exempt from Development Charges under section 3 of this by-law or from taxation under the Assessment Act, R.S.O. 1990, c.A.31, as amended.
- 3.3. Notwithstanding clause 3.2 above, this by-law shall not apply to lands that are owned by and used for the purposes of:
- (a) a municipality or a local board thereof;
 - (b) a board of education as defined by the Education Act;
 - (c) the Corporation of the County of Perth or a local board thereof;
 - (d) the Crown in right of Ontario or the Crown in right of Canada;
 - (e) a dwelling unit used exclusively for the purposes of non-profit assisted rental housing which is 100% funded by the County of Perth or the Crown in the right of Ontario or Canada;
- 3.4 (a) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires:
- (i) the passing of a zoning by-law or of an amendment to a zoning by-law under section 34 of the Planning Act;
 - (ii) the approval of a minor variance under section 45 of the Planning Act;

- (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies;
 - (iv) the approval of a plan of subdivision under section 51 of the Planning Act;
 - (v) a consent under section 53 of the Planning Act;
 - (vi) the approval of a description under section 50 of the Condominium Act, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or
 - (vii) the issuing of a permit under the Building Code Act in relation to a building or structure.
- (b) No more than one development charge for each service designated in subsection 2.1 shall be imposed upon any lands, buildings or structures to which this By-law applies even though two or more of the actions described in subsection 3.4(a) are required before the lands, buildings or structures can be developed.
- (c) Despite subsection 3.4(b), if two or more of the actions described in subsection 3.4(a) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

3.5 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:

- (a) an enlargement to an existing dwelling unit;
- (b) one or two additional dwelling units in an existing single detached dwelling; or
- (c) one additional dwelling unit in any other existing residential building;

3.6 Notwithstanding section 3.5(b), development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.

3.7 Notwithstanding section 3.5, development charges shall be imposed if the additional unit has a gross floor area greater than

- i. in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; and
- ii. in the case of any other residential building, the gross floor area of the smallest dwelling unit contained in the residential building.

3.8 Exemption for Industrial Development:

3.8.1 Notwithstanding any other provision of this by-law, there shall be an exemption from the payment of development charges for one or more enlargements of an existing industrial building on its site, whether attached or separate from the existing industrial building, up to a maximum of fifty per cent of the gross floor area before the first enlargement for which an exemption from the payment of development charges was granted pursuant to the Development Charges Act or this section. Development charges shall be imposed in accordance with this by-law with respect to the amount of the floor area of an enlargement that results in the gross floor area of the industrial building being increased by greater than fifty per cent of the gross floor area of the existing industrial building.

3.8.2 If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:

- 1) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
- 2) divide the amount determined under subsection 1) by the amount of the enlargement

3.9 For the purpose of section 3.8 herein, “existing industrial building” is used as defined in section 1 herein.

3.10 Other Exemptions:

Notwithstanding the provision of this by-law, development charges shall not be imposed with respect to:

- a) lands, buildings or structures used or to be used for a place of worship or for the purposes of a cemetery or burial ground exempt from taxation under the Assessment Act;
- b) non-residential farm buildings constructed for bona fide farm uses;

- c) an accessory building;
- d) a Home Occupation;
- e) a temporary use permitted under municipal zoning by-law enacted in accordance with section 39 of the Planning Act; or
- f) a temporary building without foundation defined in the Building Code for a period not exceeding six consecutive months and not more than six months in any one calendar year on a site for which development charges have been previously paid;

Amount of Charges

Residential

3.11.1 The development charges set out in Schedules B shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed use building or structure, on the residential uses in the mixed use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

3.11.2 Notwithstanding section 3.11.1 of this by-law that the following percentage of each service of the residential charges provided in Schedule 'B' be imposed:

Service	RESIDENTIAL			
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples
Town-wide Services:				
Services Related to a Highway	100%	100%	100%	100%
Fire Protection Services	100%	100%	100%	100%
Police Services	100%	100%	100%	100%
Indoor & Outdoor Recreation Services	100%	100%	100%	100%
Library Services	100%	100%	100%	100%
Administration	100%	100%	100%	100%
Child Care	100%	100%	100%	100%
Waste Diversion	100%	100%	100%	100%
Wastewater Services	100%	100%	100%	100%
Water Services	100%	100%	100%	100%

Non-Residential

3.12.1 The development charges described in Schedule B to this by-law shall be imposed on non-residential uses of lands, buildings or structures, and, in the case of a mixed use building or structure, on the non-residential uses in the mixed use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use.

3.12.2 Notwithstanding subsection 3.12.1 of this by-law that the following percentage of each service of the non-residential charges provided in Schedule 'B' be imposed by type of non-residential development:

Service	NON-RESIDENTIAL (per ft2 of Gross Floor Area)	
	Commercial & Institutional	Industrial
Services Related to a Highway	0%	0%
Fire Protection Services	0%	0%
Police Services	0%	0%
Indoor & Outdoor Recreation Services	0%	0%
Library Services	0%	0%
Administration	0%	0%
Wastewater Services	100%	0%
Water Services	0%	0%

Reduction of Development Charges for Redevelopment

3.13 Despite any other provisions of this By-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 60 months prior to the date of payment of development charges in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

- (a) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charge under subsection 3.11 by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and
- (b) in the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charges under subsection 3.12, by the gross floor area that has been or will be demolished or converted to another principal use;

provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Time of Payment of Development Charges

- 3.14 Development charges imposed under this By-law are calculated, payable, and collected upon issuance of the first building permit for the development.
- 3.15 Despite section 3.14 and in accordance with section 27 of the Act, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable.

4. PAYMENT BY SERVICES

- 4.1 Despite the payment required under subsections 3.11 and 3.12, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this By-law.

5. INDEXING

- 5.1 Development charges imposed pursuant to this By-law shall be adjusted annually, without amendment to this By-law, commencing on the 1st of January, 2018 and each year thereafter, in accordance with the prescribed index in the Act.

6. SCHEDULES

- 6.1 The following schedules shall form part of this By-law:

Schedule A - Components of Services Designated in section 2.1

Schedule B - Residential and Non-Residential Development Charges

7. CONFLICTS

- 7.1 Where the Town of St. Marys and an owner or former owner have entered into an agreement with respect to land within the area to which this By-law applies, and a conflict exists between the provisions of this By-law and such agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.
- 7.2 Notwithstanding section 7.1, where a development which is the subject of an agreement to which section 7.1 applies, is subsequently the subject of one or more of the actions described in subsection 3.4(a), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this By-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. SEVERABILITY

8.1 If, for any reason, any provision of this By-law is held to be invalid by a court of competent jurisdiction, it is hereby declared to be the intention of Council that such provision be severable and the remainder of this By-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. DATE BY-LAW IN FORCE

9.1 This By-law shall come into effect at 12:01 AM on January 1, 2018 and will be index as per section 5.1.

10. DATE BY-LAW EXPIRES

10.1 This By-law will expire at 12:01 AM on January 1, 2023 unless it is repealed by Council at an earlier date.

11. EXISTING BY-LAW REPEALED

11.1 All previous by-laws enacted are hereby repealed as of the date and time of this By-law coming into force.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Strathdee

Brent Kittmer, CAO / Clerk

SCHEDULE “A” TO BY-LAW 99-2017
COMPONENTS OF SERVICES DESIGNATED IN SUBSECTION 2.1

100% Eligible Services

Water Services

Treatment, Storage, and Distribution

Wastewater Services

Treatment, Facilities-related, and Sewers

Services Related to a Highway

Roads, Sidewalks, Traffic Signals and Streetlights

Public Works Facilities and Vehicles

Fire Protection Services

Fire Facilities and Vehicles

Police Services

Police Facilities

90% Eligible Services

Administration

Growth Related Studies

Library

Facilities

Collection Materials

Indoor and Outdoor Recreation

Parkland Development, Amenities, and Trails

Child Care

Facilities

Waste Diversion

Contract

SCHEDULE "B"
BY-LAW NUMBER 99-2017
SCHEDULE OF DEVELOPMENT CHARGES

Service	RESIDENTIAL				NON-RESIDENTIAL
	Single & Semi-Detached Dwelling	Apartments – 2 Bedrooms +	Apartments – Bachelor & 1 Bedroom	Other Multiples	(per ft2 of Gross Floor Area)
Municipal Wide Services:	1,386	825	571	947	2.26
Services Related to a Highway	371	221	153	253	.35
Fire Protection Services	77	46	32	53	.07
Police Services	-	-	-	-	.05
Indoor & Outdoor Recreation Services	972	578	400	664	.11
Library Services	197	117	81	135	.32
Administration	81	48	33	55	-
Childcare	7	4	3	5	-
Waste Diversion	4,105	2,443	1,691	2,804	3.08
Wastewater Services	1,034	615	426	706	.97
Total Urban Services	8,230	4,897	3,390	5,622	7.21

*On January 1, 2018 the above rates will be adjusted by the prescribed indexed which is 2.8%

*Refer to sections 3.11.2 and 3.12.2 to determine the percentage of the above rates that apply

BY-LAW 100 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to amend By-law 46 of 2014 which is the water systems by-law for the Corporation of the Town of St. Marys, and to approve water and wastewater rates and charges to ratepayers of the Corporation of the Town of St. Marys, and to repeal By-law 69-2016.

WHEREAS: Section 391(1) of the Municipal Act, 2001, as amended, provided that a municipality may impose fees and charges on persons for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or other local board, for the use of its property including property under its control, and for capital costs related to services or activities which will be provided or done by or on behalf of it after the fees and charges imposed.

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to amend By-law 46-2014.

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to repeal By-law 69-2017.

NOW THEREFORE: The Council of the Town of St. Marys hereby enacts as follows;

1. Utility Charges

The Corporation of the Town of St. Marys does hereby impose the following utility charges, to be read, calculated and invoiced monthly:

2. Water Supply and Wastewater Discharge

Definition of Billing Tier's

Tier	Water Quantity Used (cubic meters, monthly)
Tier 1	0-250
Tier 2	251-750
Tier 3	751 or greater

Rate Charge – Water

- Tier 1 (0 to 250 cubic metres), base rate charge of \$14.63 per metered connection, with a consumption fee of \$1.55 per cubic metre of water used.
- Tier 2 (251 to 750 cubic metres), based rate charge of \$56.28 per metered connection, with a consumption fee of \$1.41 per cubic metre of water used.
- Tier 3 (greater 750 cubic metres), base rate charge of \$225.11 per metered connection, with a consumption fee of \$1.12 per cubic metre of water used.

For cases of ownership change during a monthly billing period the applicable Base Rate Charge Water shall be prorated with the proportions based on time of premises ownership during the billing period.

Rate Charge – Wastewater

- a) Tier 1 (0 to 250 cubic metres), base rate charge of \$19.47 per connection, with a wastewater discharge fee of \$1.30 per cubic metre of water used.
- b) Tier 2 (251 to 750 cubic metres), based rate charge of \$64.88 per connection, with a wastewater discharge fee of \$1.30 per cubic metre of water used.
- c) Tier 3 (greater 750 cubic metres), base rate charge of \$227.09 per connection, with a wastewater discharge fee of \$1.30 per cubic metre of water used.

For cases of ownership change during a monthly billing period the applicable Base Rate Charge Wastewater shall be prorated with the proportions based on time of premises ownership during the billing period.

All Wastewater unit rates are to be based on Water used as indicated by the Water Meter on the Water supply line(s) to the premises.

The remaining Sections of “Schedule A” of By-Law 46 of 2014 shall remain in force, in their entirety.

- 3. These rates shall come into force and effect with the billing cycle commencing in January 2018 and that By-law 46-2016 be amended and that By-law 69-2016 be repealed.

Read a first and second time this 28nd day of November, 2017.

Read a third and final time and passed this 28nd day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 101 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a capital contribution agreement between The Corporation of the Town of St. Marys and the St. Marys Lions Club.

- WHEREAS:** The Corporation of the Town of St. Marys has a capital plan for the revitalization of Cadzow Park (the “Project”);
- AND WHEREAS:** The St. Marys Lions Club would like to financially contribute to a component of the Project;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Capital Contribution Agreement with the St. Marys Lions Club for the purpose of clarifying and delineating the respective rights, obligations, payments and for delivery of the Project;
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and the St. Marys Lions Club; and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule “A” to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Strathdee

Brent Kittmer, CAO / Clerk

BY-LAW 102 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-Law to Delegate Authority to the Director of Building & Development for the purpose of executing Heritage Conservation and Maintenance Agreements on behalf of the Corporation.

WHEREAS: Section 23.1 of the *Municipal Act, 2001, S. O. 2001, c. 25*, as amended, (the "Act") provides the Council of a municipality the general power to delegate its powers and duties under the Act to subject to the restrictions set out in the Act;

THEREFORE: The Council of the Corporation of the Town of St. Marys enacts:

1. That Council delegate authority to the Director of Building & Development, or their designate, to execute Heritage Conservation and Maintenance Agreement on behalf of the Corporation in relation to all Heritage Property Tax Rebate Program Applications.
2. This by-law comes into force on the final passing thereof.

Read a first and second time this 14th day of November, 2017.

Read a third and final time and passed this 14th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 103-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a single tenant industrial lease agreement between The Corporation of the Town of St. Marys and Cameron Porteous.

WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a Single Tenant Industrial Lease Agreement with Cameron Porteous;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows;

1. That the Mayor and the CAO / Clerk are authorized to execute a Single Tenant Industrial Lease Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Cameron Porteous; and further
2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 104-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a single tenant industrial lease agreement between The Corporation of the Town of St. Marys and Reed Needles.

WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a Single Tenant Industrial Lease Agreement with Reed Needles;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows;

1. That the Mayor and the CAO / Clerk are authorized to execute a Single Tenant Industrial Lease Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Reed Needles; and further
2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 105 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Meadowridge Properties Ltd.

- WHEREAS:** The Corporation of the Town of St. Marys has entered into a Subdivision Agreement for Diamondridge Subdivision with Meadowridge Properties Ltd. (the “Developer”) and as such the Developer maintains infrastructure year round to the Town’s satisfaction;
- AND WHEREAS:** The Corporation of the Town of St. Marys wishes to delineate the expectations, of the Corporation to the Developer, associated with winter maintenance;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Meadowridge Properties Ltd.;
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the CAO / Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Meadowridge Properties Ltd.; and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule “A” to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 106 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and 2231872 Ontario Inc.

- WHEREAS:** The Corporation of the Town of St. Marys has entered into a Subdivision Agreement for Northridge Subdivision with 2231872 Ontario Inc. (the “Developer”) and as such the Developer maintains infrastructure year round to the Town’s satisfaction;
- AND WHEREAS:** The Corporation of the Town of St. Marys wishes to delineate the expectations, of the Corporation to the Developer, associated with winter maintenance;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with 2231872 Ontario Inc.;
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the CAO / Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and 2231872 Ontario Inc.; and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule “A” to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 107 OF 2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and 2416987 Ontario Inc.

- WHEREAS:** The Corporation of the Town of St. Marys has entered into a Subdivision Agreement for Westover Place Subdivision with 2416987 Ontario Inc. (the “Developer”) and as such the Developer maintains infrastructure year round to the Town’s satisfaction;
- AND WHEREAS:** The Corporation of the Town of St. Marys wishes to delineate the expectations, of the Corporation to the Developer, associated with winter maintenance;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with 2416987 Ontario Inc.;
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the CAO / Clerk are authorized to execute an Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and 2416987 Ontario Inc.; and further
 2. That a copy of the said Agreement is attached hereto and designated as Schedule “A” to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk

BY-LAW 108-2017

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to confirm all actions and proceedings of the Council of the Corporation of the Town of St. Marys at its regular meeting held on November 28, 2017.

WHEREAS: The *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Section 5(3), as amended, provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law;

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

THEREFORE: The Council of the Town of St. Marys enacts:

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 28th day of November, 2017 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
2. This by-law comes into force on the final passing thereof.

Read a first and second time this 28th day of November, 2017.

Read a third and final time and passed this 28th day of November, 2017.

Mayor Al Stratthdee

Brent Kittmer, CAO / Clerk