



AGENDA
Strategic Priorities Committee

May 15, 2018

9:00 am

Council Chambers, Town Hall

Pages

1. CALL TO ORDER

2. DECLARATIONS OF PECUNIARY INTEREST

3. AMENDMENTS AND APPROVAL OF THE AGENDA

RECOMMENDATION

THAT the May 15, 2018 Strategic Priorities Committee agenda be accepted as presented.

4. DELEGATIONS AND PRESENTATIONS

5. STRATEGIC PRIORITIES REVIEW

5.1 CAO 16-2018 Farmers' Market Request for Construction of a Washroom and Storage Facility

5

RECOMMENDATION

THAT CAO 16-2018 regarding the request from the St. Marys Farmers' Market Association for a permanent washroom / storage facility be received for discussion.

- 5.2 DCS 10- 2018 Care Coordination Agreement 11**
- RECOMMENDATION**
- THAT** DCS 10- 2018 Care Coordination Agreement report be received for discussion; and
- THAT** Strategic Priorities Committee recommend to Council:
- THAT** the Care Coordination Agreement be approved, subject to insurance provision being satisfied; and
- THAT** the Mayor and the Clerk are authorized to sign the associated agreements.
- 5.3 DEV 20-2018 Sign By-law Update 55**
- RECOMMENDATION**
- THAT** DEV 20-2018 Sign By-law Update be received; and,
- THAT** Staff bring the draft by-law forward to Council with the changes as discussed.
- 5.4 DEV 21-2018 Affordable Housing in St. Marys 82**
- M. Stone will arrive at 10:30am to present.

RECOMMENDATION

THAT DEV 21-2018 regarding Affordable Housing in St. Marys be received; and,

THAT the Strategic Priorities Committee recommend to Council that the Town:

1. Initiate a Town-wide amendment to the Zoning By-law to permit secondary units in single detached, semi-detached and townhouse dwellings subject to specific provisions to regulate potential issues such as parking;
2. Engage in discussions with the development industry with respect to opportunities and potential issues related to implementing inclusionary zoning in St. Marys;
3. Explore opportunities for pre-zoning certain lands for affordable housing following completion of the Official Plan review;
4. Consider alternative development standards, following completion of the Official Plan review, through an update to the Town's Zoning By-law;
5. Support the recommendations of the Official Plan review to consider options to permit standalone residential uses (e.g. low-rise apartment buildings) in the periphery parts of the Central Commercial area, provided such uses do not impact the primary commercial, service and tourism function of the downtown;
6. Staff report back on the financial implications of: Proposed development charges discounts for new multi residential units constructed for a sale price of \$265,650 or rentals of approximately \$850 per month. Amending the multi-residential tax ratio from 1.1 to 1.0 for newly constructed rental apartments of 7 or more units
7. Continue to provide land for affordable housing through the sale or leasing of surplus or underutilized municipally owned land, and consider maintaining a publicly accessible database to assist potential developers seeking to construct affordable housing and tenants seeking affordable housing vacancies.

6. NEXT MEETING

May 28, 2018 - 9:00am, Council Chambers

Planned Topics: Serviced Industrial Land Strategy Discussion

June 19, 2018 - 9:00am, Council Chambers

Planned Topics: Draft Council Code of Conduct, PRC Business Plan, Staff Salary Service Review

7. ADJOURNMENT

RECOMMENDATION

THAT this meeting of the Strategic Priorities Committee adjourn at _____ pm.

FORMAL REPORT

| | |
|-------------------------|--|
| To: | Mayor Stratthdee and Members of Council |
| Prepared by: | Brent Kittmer, CAO/Clerk |
| Date of Meeting: | 15 May 2018 |
| Subject: | CAO 16-2018 Farmers' Market Request for Construction of a Washroom and Storage Facility |

PURPOSE

The purpose of this report is to present Council with a request from the St. Marys Farmers' Market Association to construct a permanent washroom facility at the Jones Street East Parking lot. Council is asked to consider if the Town will permit such a construction; if the Town will contribute to the capital costs of the project; if the Town will support the Association in grant applications, and if the Town will assume long term maintenance of the facility.

RECOMMENDATION

THAT CAO 16-2018 regarding the request from the St. Marys Farmers' Market Association for a permanent washroom / storage facility be received for discussion.

BACKGROUND

The St. Marys Farmers' Market operates out of the Jones Street East municipal parking lot from the Victoria Day long weekend through to Halloween. Late in 2017 the CAO was approached by Ms. Ann Slater, Chair of the Farmers' Market Association, in regards to a proposal to construct a washroom and storage facility at the Jones Street East lot. During the meeting the CAO learned that the Farmer's Market has appreciated the Town's investment in a portable washroom at this location, but is now seeking a more permanent solution. A permanent washroom facility would ensure access to water and washing facilities for the market to better meet public health requirements. A permanent washroom facility would also have the opportunity to provide additional storage space for the market.

From the meeting the CAO agreed to provide some assistance in developing a proposed budget for the construction of the washroom / storage facility. The concept for the building is to be 10 feet by 20 feet, and it will need to be serviced by municipal water and sanitary. The building would consist of a 10 foot by 10 foot washroom space, a 10 foot by 10 foot storage space, with external hose bibs for water access. Staff have considered the costs of servicing and the cost of construction for this building concept and have arrived at a price range of \$105,000 - \$120,000.

Attached to this report is a letter of request from the St. Marys Farmers' Market Association asking the following questions of Council:

1. If Council is willing to have a permanent building erected within the Jones St. East Parking Lot;
2. If Council is willing to allocate some resources, in-kind and cash, towards this project and if so, to what level;
3. If Council is willing to support the Market in any grant applications it may make to foundations or other potential donors, including acting as "Qualified Donee" on behalf of the Market, as required;

4. If such a building is erected, is the Town able to provide ongoing, routine maintenance of the washroom.

REPORT

Council has previously supported a request from the Farmers' Market to fund an accessible portable washroom at the Jones Street Parking lot. The total annual cost for this is \$1,085, which will continue into 2018. This support was provided because the portable washroom is available for use by the general public on days when the market is not in operation. This was viewed as a way to support the Strategic Plan's call for improved access to public washroom's in the downtown core.

The request for a permanent washroom facility is a more substantial request. The purpose of this report is to facilitate a discussion by Council to answer the questions from the Association above.

To assist Council in their consideration of the request there are a number of applicable tactics outlined in the Town's strategic plan. A number of these have been outlined by the Farmers' Market in their letter to Council as they relate the Farmers' Market and its role in making St. Marys an attractive community to visit and live in.

The following strategic priorities and tactics have been identified by staff and may help Council consider this request:

Pillar #1 – Infrastructure

- Priority – Developing a comprehensive and progressive infrastructure plan
 - 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 represent significant service level improvements.

Pillar #4 Culture and Recreation, Pillar #5 Economic Development

- Priority – Downtown Revitalization Plan
 - Investigate the opportunity for new or improved access to public washrooms in the core.
- Priority – Year Round Farmers and Artisans Market
 - Assess the infrastructure needs of creating a year-round, covered Farmers Market facility.
 - Strike a sub-committee of Council and experts to appoint members of a Farmers Market Board.
 - When venue selected, cost out all facility needs (electricity, maintenance, etc.).
 - Establish a reasonable vendor fee.
 - Actively market and promote in tourism literature.
 - Actively grow the market, design it for local residents (retention) and as an attraction (tourism).

Given the competing interests of the Strategic Plan, it is difficult for staff to make a clear recommendation to Council in regards to request. On one hand, the "Infrastructure" pillar of Council's strategic plan would not support this request because it represents the construction of new infrastructure and a service level increase that is not supported by the Town's Asset Management Plan. In addition, any new construction comes with annual maintenance costs, and an increased contribution to the capital reserve to fund lifecycle replacement costs.

On the other hand, the "Culture and Recreation" and "Economic Development" pillars do provide support to this request. Through the Strategic Plan Council has determined it wishes to position culture as a vital economic driver, and focus on downtown revitalization. A centrally located Farmer's Market

certainly contributes to the cultural experience of the downtown core, and is an attractive amenity for residents and visitors.

Additionally, the Strategic Plan guides the Town to make investments for new or improved access to washroom facilities in the downtown. The proposed washroom at the Jones Street East parking lot supports this tactic.

In staff's view there are two key questions for Council to consider when deliberating the request:

- Is construction of a new washroom facility in the downtown core an immediate priority of the Strategic Plan?
- Is the Jones Street parking lot the best / preferred location for this investment in additional washrooms?

If Council decides that investment in new washrooms in the core is an immediate priority, and that the Jones Street East parking lot is the preferred location two possible options to consider are:

1. **Approve the request, and support with cash and in-kind** – in this option Council would be approving the construction and would be supporting the project directly in the form of a cash contribution. The Town would also support the request by providing in-kind services like tendering, construction administration, as well as grant funding application support.

To move this option forward Council would have to approve the project, and determine the capital contribution the Town is willing to make. The project would not proceed until the unfunded balance of the project is raised by the Farmers' Market.

2. **Approve the request, support with in-kind services, no cash support** – in this option Council would be approving the construction, but would not be putting any capital funding towards the project. As in Option #1, the Town could still support the request by providing in-kind services like tendering, construction administration, as well as grant funding application support.

The project would not proceed until the full cost of the project is raised by the Farmers' Market.

If Council decides that new public washrooms in the core are an immediate priority, but that Jones Street East Lot is not the preferred location a possible option to consider is:

3. **Defer the request to 2019 budget consideration, operate as status quo in 2018** – Council could defer the request to the 2019 budget deliberation. This course of action would allow Council to review the request to contribute capital funds to this project against the need for capital spending already identified in the Town's asset management plan.

This course of action would also allow staff the time to review the downtown for other possible areas to create new or improved access to public washroom facilities. As a part of this review, the Farmers' Market Association would be engaged to determine their interest in operating from any of the possible locations that are identified.

If Council decides that new public washrooms in the core are not an immediate priority, possible options to consider are:

4. **Deny the request, offer a new location for the market where washroom facilities already exist** – in this option Council would be deciding against approving a permanent washroom facility at the Jones Street East parking lot. Council could offer to allow the Market to relocate at another Town property where permanent washrooms and storage facilities exist. Within the downtown core, Milt Dunnell field is one option which has a permanent washroom and storage. On the downtown fringe, the revitalized Cadzow Park will have a newly constructed washroom, pavilion, and expanded parking lot that could also be a suitable location. Outside of the downtown core, the Kinsmen Pavilion at the PRC is another location with a washroom and storage facilities.

If this option were to be pursued a discussion would need to be had with the Association to determine what could be suitable locations for them. Council would also need to determine what the Town feels is a suitable location, with proximity to the downtown core being a key consideration.

So that Council is aware, the Farmers' Market Association did broach the topic of relocating the market in the fall of 2016. This discussion was viewed as divisive within the Association. It is important to the Association that the market have a permanent location so that patrons know where and when to attend the market. During the relocation discussion there were concerns about booking conflicts with existing events and functions if a new location was chosen, and how these conflicts might be resolved. Walkability to the market for patrons and being located in the downtown were another key concern of relocating. The disposition of the discussion was that the Board of the Association passed a resolution to stay at the Jones Street East location with a goal to determine how the existing location could be updated.

5. **Deny the request, operate as status quo** – Council has the option of denying the request and asking that the Association continue with the market per the status quo. In this option the market would remain at the Jones Street parking lot, and the Town would continue to provide an accessible portable washroom for the market.

SUMMARY

The purpose of this report is to facilitate a discussion by Council in regards to the request from the Farmers' Market Association for the construction of a permanent washroom/storage facility at the Jones Street East Parking lot.

Given the competing interests of the Strategic Plan, it is difficult for staff to make a clear recommendation to Council in regards to this request. As noted above, to move this request forward Council will need to determine if constructing new washroom facilities in the downtown are an immediate strategic priority, and if the Jones Street parking lot is the preferred location for this investment.

FINANCIAL IMPLICATIONS

The proposed building concept for a permanent washroom is forecasted to cost \$105,000 - \$120,000 if located at the Jones Street East parking lot.

STRATEGIC PLAN

- ☒ Applicable to this report, and as outlined above.

OTHERS CONSULTED

ATTACHMENTS

1. Letter of Request received from the St. Marys Farmers' Market Association.

REVIEWED BY

Recommended by the CAO



Brent Kittmer
CAO / Clerk

St. Marys Farmers' Market Association
Box 1537, St. Marys, ON, N4X 1B9

April 17, 2018

To St. Marys Town Council:

Request to the Town of St. Marys from the St. Marys Farmers' Market
re. permanent building with washroom facilities and storage at the site
of the St. Marys Farmers' Market – Jones St. Parking Lot

The St. Marys Farmers' Market plays a key role within the St. Marys community – both by serving the residents of the Town and by bringing people to the Town from the surrounding community and beyond.

After 25 years of service to the community, the St. Marys Farmers' Market Association is coming to the St. Marys Town Council with a significant, but mutually beneficial, request. The Market wants to improve the facilities at our current location – the Town-owned Jones St. Parking Lot.

Specifically, the Market is approaching Town Council to request support from the Town to erect a 200 square foot permanent building in the Parking Lot. This building would have 100 square ft available for a fully accessible washroom and 100 square ft available for storage space with water access, for the market to use to store market canopies, signs and other market related tools and equipment. Based on communication with Town staff, we understand that the cost to run services to and to construct such a building would be in the range of \$105,000 to \$120,000. If Council is willing to provide support to this project, the St. Marys Farmers' Market is prepared to initiate a fundraising effort to raise a portion of the funds required for this project.

The St. Marys Farmers' Market Association is asking Council:

- 1) If you are willing to have a permanent building erected within the Jones St. Parking Lot;
- 2) If you are willing to allocate some resources, in-kind and cash, towards this project and if so, to what level;
- 3) If you are willing to support the Market in any grant applications it may make to foundations or other potential donors, including acting as “Qualified Donee” on behalf of the Market, as required;
- 4) If such a building is erected, is the Town is able to provide ongoing, routine maintenance of the washroom.

The Market is aware that the Town has identified a number of strategic priorities in its recent Strategic Plan update. The Market believes this request will help the Town address some of these strategic priorities including:

- it provides an investment in an additional public washroom in the Town core, one that is close to the pathway, one that does not require climbing the hill to the Town Hall and one that would be available for use during downtown events like the Heritage Festival;

- the Town is working to strengthen tourism to the Town and Farmers' Markets are seen as playing a key role in promoting Tourism in smaller communities. Having just celebrated our 25th Anniversary, the St. Marys Farmers' Market should be seen as a market that is highly likely to remain within the community for many years to come;
- Town businesses are facing some challenges in attracting employees. A strong, thriving Farmers' Market can be an attraction for working families looking for healthy, local food;
- Downtown revitalization is an identified priority for the Town. A farmers' market plays a key role in bringing and keeping shoppers to the downtown and provides a weekly gathering place for the community.

The St. Marys Farmers' Market is grateful for the ongoing support the Town of St. Marys has provided to the Market. Thank you for your consideration of this request, which we believe will strengthen the market and help ensure the Market continues to be a vital part of the St. Marys community for years to come.

Respectfully,



Ann Slater,
Chair, St. Marys Farmers' Market Association

St. Marys Farmers' Market Association Board:

Ann Slater, Chair

Lynette Geddes, Vice-Chair

Simon Fraser, Secretary

Joel Ceresne, Treasurer

Cherie Thompson

Becky Seaton

Barb Taylor

Melanie Arnhold



FORMAL REPORT

| | |
|-------------------------|--|
| To: | Chair Strathtdee and Members of Strategic Priorities Committee |
| From: | Stephanie Ische, Director of Community Services |
| Date of Meeting: | 15 May 2017 |
| Subject: | DCS 10- 2018 Care Coordination Agreement |

PURPOSE

To provide information to the Committee about the Huron Perth Community Support Services Network Client Centered Care project and receive subsequent approval of the Care Coordination Agreement.

RECOMMENDATION

THAT DCS 10- 2018 Care Coordination Agreement report be received for discussion; and

THAT Strategic Priorities Committee recommend to Council:

THAT the Care Coordination Agreement be approved, subject to insurance provision being satisfied; and

THAT the Mayor and the Clerk are authorized to sign the associated agreements.

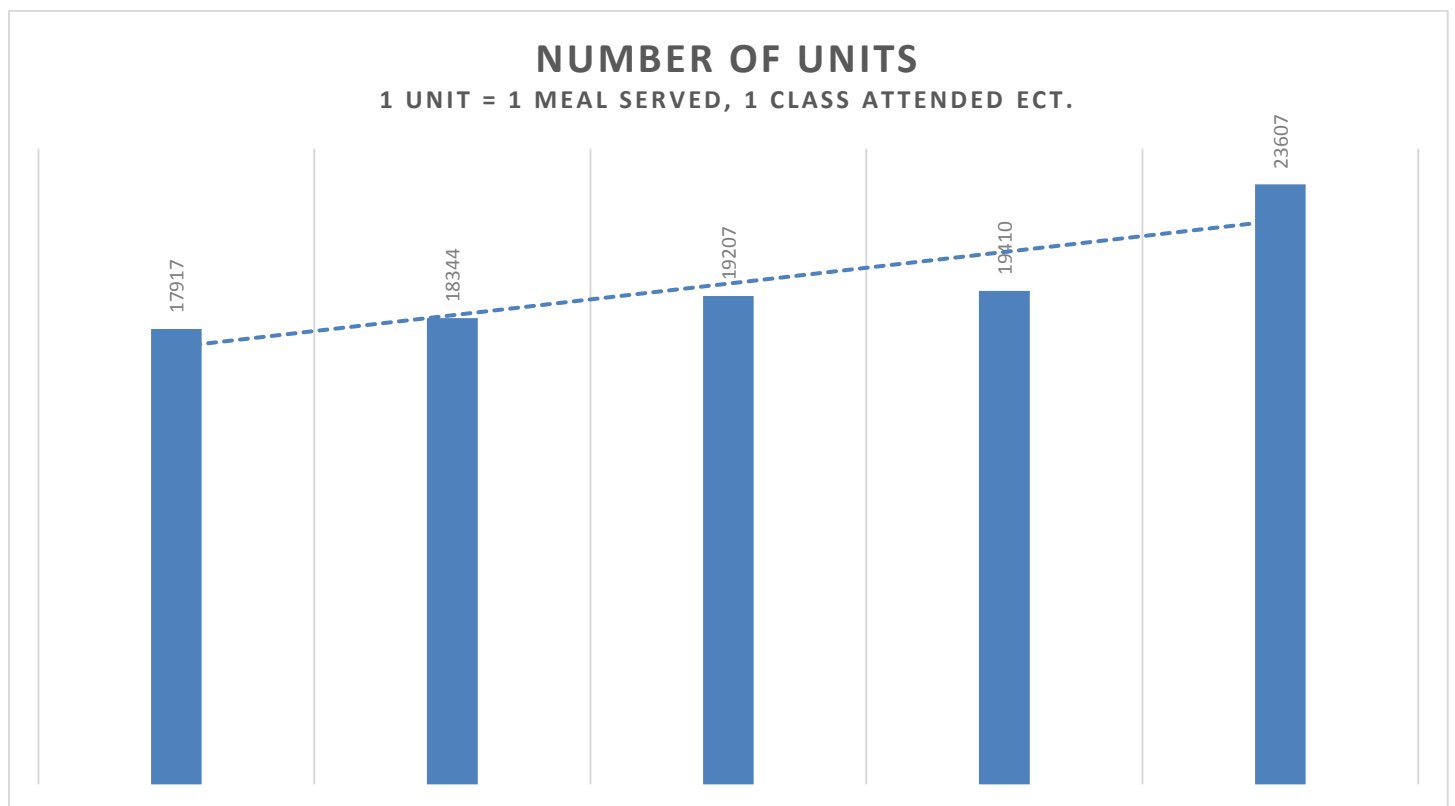
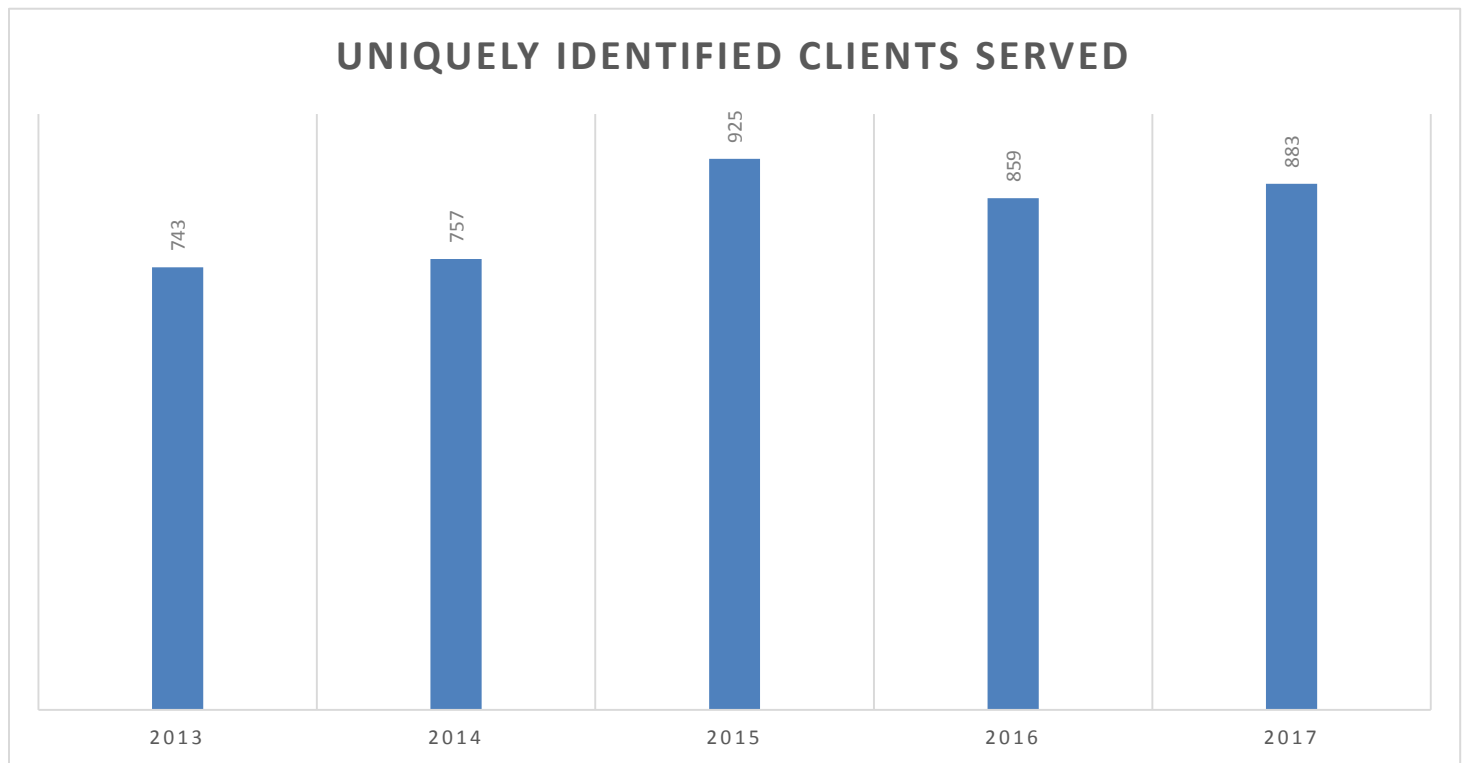
BACKGROUND

Senior Services support the needs of older adults, their care givers and people with varying abilities within in the Town of St. Marys. The Senior Services department operates the Friendship Centre and Home Support Services programs. These programs, which were originally two separate departments where amalgamated in 2010 to create staffing efficiencies within the department while better serving the needs of the community.

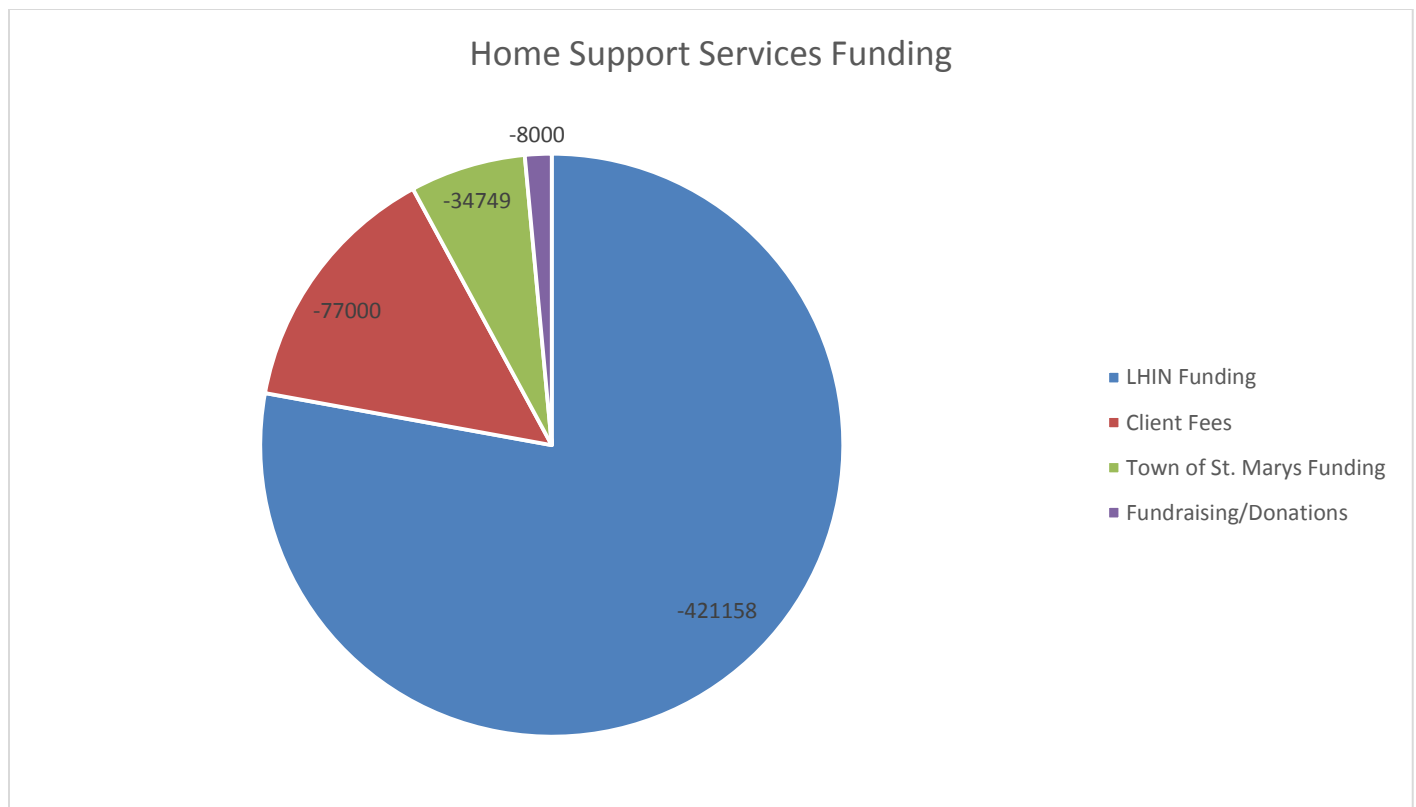
The Friendship Centre is an older adult recreation centre offering various social, educational and recreational programs and many special events. The Friendship Centre started out as a grass roots organization built by the community for the community, to provide a space for older adults to congregate in St. Marys. It was through the development of the Friendship Centre that Home Support Services was established. The two organizations have been connected for over 40 years

St. Marys Home Support Services (Home Support Services) strives to promote wellness and enhance the quality of life for seniors, people recovering from illness or injury and people with varying abilities. Home Support Services provides a variety of services to St. Marys and surrounding area. Programs include; Meals On Wheels, Community Dining, Footcare, Blood Pressure Clinics, Fitness Assessments, Volunteer Visiting, Telephone Reassurance, Falls Prevention and Group Fitness classes, Education and Personal Shopping Services. All of the services offer by Home Support Services are delivered with the support of volunteers.

Over the past number of years Home Support Services has seen steady growth in those who utilize the services and the frequency of use. The charts provided below present the number of clients served year over year.



The South West Local Health Integration Network (LHIN) funds St. Marys Home Support Services. Home Support Services is accountable to the LHIN through a yearly Multi Sector Service Accountability Agreement. In addition to LHIN funding, Home Support Services receives funds from client fees, fundraising and donations, and municipal funding from the Town of St. Marys.



St. Marys Home Support Services has a long history of working in partnership with various Community Support Services to provide comprehensive supports across Huron and Perth Counties. Partners in care include; OneCare Home and Community Support, St. Marys & Area Mobility Services, Mitchell Community Outreach Service, Milverton Community Outreach, Blue Water Rest Home, and VON Perth- Huron. Through this Community Support Services Network, St. Marys Home Support Services has been successful in obtaining funds to enhance the services delivered.

In 2014, St. Marys Home Support Services was invited by OneCare Home and Community Support (as the Lead Agency) to join them and the four other agencies listed above to participate in a LHIN funded pilot project. The project goal was to develop a “Virtual Organization”- a network of Huron and Perth Community Support agencies. The goal of this Virtual Organization network was to:

1. Reduce client confusion when accessing various services.
2. Allowing every door to be the right door.
3. To enhance the users experience by developing a shared common intake and central access for Community Support Services.
4. Developing shared care coordination for resources, consultation and support for complex clients, planning and advocacy for the highest need clients and coordination of Community Support Service providers with other health service providers in Huron and Perth.

Prior to this time, agencies were servicing clients independently and unaware if they both provided services to the same client. If a St. Marys resident required service from multiple Community Support

providers they would be required to tell their story multiple times. There was little communication or collaborative care planning to ensure that the best services were in place for the client.

In 2015, the pilot evolved and continued to develop with further financial funding from the LHIN to develop a common client database where client records could be shared when services were provided by more than one agency. As well, the partners involved in the coordination of care expanded to include other health providers in Huron and Perth including Family Services Perth Huron, the Alzheimer Society of Huron and Perth, Dale Brain Injury, and Cheshire, with the goal of making the client the centre of their own care across broader community sectors.

In June of 2016, the network was awarded a Quality Award from the South West LHIN at their annual Quality Symposium for their work on the model of seamless integrated community support. The project was also awarded the Ministers Medal honouring Excellence in Health Quality and Safety.

REPORT

Today, there is a legislative requirement for St. Marys Home Support Services to be better connected to other care providers. St. Marys Home Support Services is legislated as a Health Services provider under the *Patients First Act*. Patients First was introduced received royal assent late in 2016 with the goal of giving patients, clients and caregivers integrated, accessible high quality care. Through this new legislation Health Services providers are mandated to be better connected by delivering better coordinated and integrated care in the community, closer to home. To achieve this goal each LHIN was divided into Sub-Regions.

The goals of the Community Support Services Network align with Patients First Goals, and not only are there great benefits for the clients and residents that we serve, but there are also benefits for us as the provider by being aligned and involved in the project. As a participating partner in this project, Home Support Services has been able to leverage existing resources and access newly-shared resources. Through funding from the project, the client database system currently used has been improved, as there is greater ability to produce and analyze data, both for our own reference as well as for reporting purposes, and we have been able to develop efficiencies and work towards consistent service standards. As well, we have been recognized and engaged in the broader health care system. As the project has been adopted by the LHIN and will be rolled out across all regions in the South West, it has become increasingly more important for Home Support Services program to remain a continued partner in the project.

As the project has moved forward, OneCare has developed Data Sharing and Network Sharing agreements on behalf of the Community Support Service Network partners. These agreements pertain to OneCare operating the central intake process, the database system used for the shared record as well as act as a relationship agreement between partners outlining roles and accountabilities for each of the 13 agencies to each other.

Each agency was given an opportunity to provide feedback. During this phase of the project, St. Marys Home Support Services consulted with Corporate Legal and Insurance to vet the agreements. Changes were presented, however at the same time the South West Local Health Integration Network adopted the “pilot” program developed by the Network as the working model for all Sub-Regions within the LHIN. In light of the project being rolled out across all regions the agreements were revised with the changes requested by St. Marys and now encompass all Community Support providers across the entire South West LHIN.

The Huron Perth Community Support Services Network Client Centered Care project is in the process of being rolled out to all Sub-Regions with heavy support from the South West LHIN. While it is not currently mandated, we anticipate that it will become that standard for all Community Support agencies moving forward and participation may be written into the funding agreement between each agency and the LHIN.

St. Marys Home Support Services is currently only partially involved in the project due to the outstanding agreement. By supporting the signing of the Data Sharing and Network Sharing agreement it will enable St. Marys Home Support Services to utilize the technology developed for the project and allowing for stream lined data flow between providers to better service the community.

Our Corporate Legal and Insurance support our participation based on meeting the specified insurance requirements have reviewed the final agreement.

Currently staff are working with Corporate Services and Finance to identify and secure the required insurance specified in the agreements.

SUMMARY

Senior Services has maintained an excellent working relationship with local partners, our funders and the clients we serve. With the new legislation, more emphasis is being placed on community support services to support the aging at home process. The goal of the LHIN is to group regions together so planning and coordination of services can be done at a local level, thus making the client the primary focus in the planning efforts. With Senior Services being an integral partner of this pilot project we have already been included with our region, which has been a benefit to the organization and the clients we serve. The Care Coordination program allow us to better serve the needs of the clients in our local community while complying with the new direction of regional accountability.

FINANCIAL IMPLICATIONS

All costs to date have been covered by the LHIN; however, there will be an increase cost for the insurance coverage. Cost is unknown at this time.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

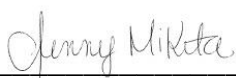
Kim Leis, Home Support Coordinator

ATTACHMENTS

Data Sharing Agreement
Network Sharing Agreement

REVIEWED BY

Recommended by the Department



Jenny Mikita
Senior Services Supervisor



Stephanie Ische
Director of Community Services

Recommended by the CAO

A handwritten signature in black ink, appearing to read 'Brent Kittmer', followed by a horizontal line.

Brent Kittmer
CAO/Clerk

**AMENDED AND RESTATED
COMMUNITY INTEGRATION DATA SHARING AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT is effective as of the 29th day of September, 2017 (the “**Effective Date**”) between the parties named in Schedule “A” to this Agreement, each of which have executed a Participant Agreement in the form of Schedule “B” (herein referred to as the “**Participants**” and each a “**Participant**”).

RECITALS

1. WHEREAS each Participant is a health information custodian as that term is defined under the *Personal Health Information Protection Act, 2004* (Ontario) (“**PHIPA**”);
2. AND WHEREAS each Participant desires to share Personal Health Information (“**PHI**”) for which it is a health information custodian through electronic means, or otherwise for the purposes of providing health care or assisting with the provision of healthcare in accordance with PHIPA (“**Permitted Purpose**”);
3. AND WHEREAS this Amended and Restated Community Integration Data Sharing Agreement (“**Agreement**”) sets out the roles and responsibilities of each Participant with respect to the sharing of PHI and requirements relating to privacy and security;
4. AND WHEREAS a number of the Participants entered into a data sharing agreement having an effective date of April 13, 2015 (“**Original Data Sharing Agreement**”) and wish to enter into this Agreement to amend, restate and replace the Original Data Sharing Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions

In this Agreement:

- (1) “**Agent**”, “**collect**”, “**disclose**”, “**health care**”, “**health information custodian**”, “**information practices**” and “**use**” shall each have the meaning ascribed thereto in PHIPA;
- (2) “**Agreement**” means this Amended and Restated Community Information Data Sharing Agreement including any recitals and schedules hereto;
- (3) “**Applicable Law**” means PHIPA and the regulations made thereunder and any other legislation in force from time to time that is applicable to a Participant and a purpose of which is to protect personal information, including without limitation personal health information;
- (4) “**Business Day**” means any day except Saturday, Sunday or any statutory holiday in the Province of Ontario;
- (5) “**Client**” or “**Patient**” means an individual receiving health care or other services from a Participant and in respect of PHI, the individual to whom it relates;
- (6) “**Defaulting Party**” shall have the meaning ascribed thereto at Section 16;
- (7) “**Dispute**” shall have the meaning ascribed thereto at Section 9;
- (8) “**Effective Date**” means the 29th day of September, 2017;

- (9) “**Indemnified Party**” shall have the meaning ascribed thereto at Section 12(1);
- (10) “**Indemnitor**” shall have the meaning ascribed thereto at Section 12(1);
- (11) “**LHIN**” means the South West Local Health Integration Network;
- (12) “**Network**” means the virtual private network known as Total Health Care supported by ONE CARE to enable Participants to share PHI pursuant to a Network Services Agreement;
- (13) “**Network Participants**” means those Participants that have entered into a Network Services Agreement with ONE CARE;
- (14) “**Network Policies**” means the shared information practices and policies relating to the Network and the collection, use or disclosure of PHI, as may be developed from time to time;
- (15) “**Non-Defaulting Parties**” shall have the meaning ascribed thereto at Section 16;
- (16) “**Notices**” shall have the meaning ascribed thereto at Section 20;
- (17) “**ONE CARE**” means ONE CARE Home and Community Support Services;
- (18) “**ONE CARE Privacy Officer**” means ONE CARE’s Privacy Officer or delegate;
- (19) “**Original Data Sharing Agreement**” shall have the meaning ascribed thereto in the Recitals;
- (20) “**Original Participants**” are those Participants who were parties to the Original Data Sharing Agreement;
- (21) “**Participant(s)**” are the parties listed in Schedule “A” to this Agreement, as amended from time to time;
- (22) “**Personal Health Information**” or “**PHI**” means personal health information as that term is defined by PHIPA, and includes identifying information that is not PHI but that is contained in a record that contains PHI;
- (23) “**Permitted Purpose**” shall have the meaning ascribed thereto in the Recitals;
- (24) “**PHIPA**” means the *Personal Health Information Protection Act, 2004* (Ontario) and regulations thereunder, all as amended from time to time;
- (25) “**Privacy Breach**” means the theft, loss or unauthorized access, collection, use or disclosure and/or destruction of PHI;
- (26) “**Privacy Officer**” shall have the meaning ascribed in Section 4(3); and

2. Relationship of the Participants

It is understood and agreed that:

- (1) in giving effect to this Agreement, no Participant shall be or be deemed to be a partner, agent or employee of another Participant for any purpose and that the relationship of each Participant to the other Participants shall be that of independent contractors and except as expressly set out in this Agreement, no Participant shall have any right to obligate or bind any other Participant in any manner whatsoever. Each Participant

shall ensure that neither it nor any of its agents represents to any third party that it or they have authority to bind any other Participant;

(2) nothing in this Agreement shall constitute a partnership or a joint venture between the Participants;

(3) for the purposes of this Agreement,

(a) each Participant has all of the obligations of a health information custodian under PHIPA in relation to PHI that it collects, uses and discloses pursuant to this Agreement;

(b) making PHI available to another Participant constitutes the disclosure of PHI under PHIPA;

(c) receiving or accessing PHI constitutes the collection of PHI under PHIPA, and for Network Participants, each subsequent viewing constitutes a use of that PHI; and

(d) records of PHI are and shall remain the property of the Participant that creates them and shall be deemed to be within its custody and under its control for the purposes of PHIPA.

3. Permitted Purposes

Participants shall only access, collect, use or disclose PHI (and shall cause their agents to only access, collect, use or disclose such PHI) for the Permitted Purpose, or as otherwise required or permitted by Applicable Law. For greater certainty:

(1) subject to Section 3(2) below, when collecting, using and disclosing PHI, each Participant is assuming that it has the implied consent of the individual for the collection, use or disclosure of PHI for the Permitted Purpose;

(2) to the extent that a Participant has been made aware by a Client or Patient or by another Participant that the Client or Patient has restricted the collection, use or disclosure of PHI, the Participant will not collect, use or disclose such PHI except in accordance with the Client or Patient's instructions, unless otherwise required or permitted by Applicable Law;

(3) without limiting the generality of the preceding, where a Participant has received instructions not to disclose PHI that it considers reasonably necessary for the purpose of providing health care, the Participant will provide notification to the other Participants; and

(4) the Participants shall not disclose PHI to a non-health information custodian without the express consent of the Client or Patient.

4. Obligations of Participants

Each Participant acknowledges and agrees that in connection with this Agreement:

(1) It is a health information custodian under PHIPA and shall comply and shall ensure that its agents comply with Applicable Law, this Agreement and Network Policies, as applicable.

(2) It will ensure that PHI that it discloses under this Agreement is as accurate, complete and up-to-date as required for its own purposes. For clarity, each Participant will take reasonable steps to ensure that the PHI that they are disclosing or using is accurate for the Permitted Purpose and will notify ONE CARE of any limitations in this regard. Notwithstanding the foregoing, no Participant guarantees to any other Participant

the accuracy or completeness of any PHI and each Participant acknowledges that any access by such Participant is at that Participant's own discretion and risk.

- (3) It shall designate a privacy contact or **"Privacy Officer"** as required by PHIPA, to facilitate its compliance with this Agreement and Applicable Law and to carry out the functions set out in Section 7.
- (4) It shall have information practices in place that comply with PHIPA, and that address its practices relating to the collection, use, and disclosure of PHI, and it shall take steps that are reasonable, including without limitation, administrative, technological and physical safeguards, to protect PHI shared under this Agreement against theft, loss and unauthorized access, use, disclosure and destruction.
- (5) It shall promptly report to the ONE CARE Privacy Officer any changes in its information practices or electronic information systems that could have a material effect on this Agreement.
- (6) It shall ensure the integrity, availability and good working order of its electronic information systems (and all related components and interfaces, hardware and software) to the extent that such systems potentially impact on the Network.

5. Obligations of Participants with respect to Personal Health Information

As a condition of being a Participant, each Participant shall:

- (1) Provide training to its agents with respect to its legal obligations relating to privacy and PHI, generally, and as it relates to its obligations under this Agreement.
- (2) Enforce compliance with the Network Policies (as applicable) and the requirements of this Agreement.
- (3) Notify forthwith, and in any event, within a time frame not to exceed forty-eight (48) hours, ONE CARE and the affected Participants of any actual or potential Privacy Breach. Such notice shall include, to the extent available, written particulars thereof. The affected Participants shall work cooperatively to investigate any potential Privacy Breach, to mitigate any risks and to determine who shall be responsible for carrying out any notifications required by PHIPA.
- (4) Promptly notify ONE CARE and any affected Participants with respect to any complaints relating to the collection, use or disclosure of PHI or if it becomes aware of any investigation, audit or inquiry by any privacy regulatory or governmental authority with respect to PHI relating to this Agreement.
- (5) Collaborate and cooperate with other Participants, to the extent reasonably required, to investigate and address any privacy or security breaches that are affecting or that are likely to affect PHI.

6. Requests for Access and Correction of PHI

A Participant that receives a request for access to or the correction of PHI for which it is not the health information custodian shall refer such request to the Participant that is the health information custodian of the PHI.

7. Privacy Officer

Each Participant's Privacy Officer shall be the primary contact in respect of all privacy or security issues arising in connection with the Network and/or this Agreement. ONE CARE's Privacy Officer or delegate shall work with the other Participants' Privacy Officers or delegates to address any issues and to promote compliance with this Agreement and Applicable Law.

8. Audits and Monitoring

Each Participant shall regularly audit and monitor their compliance with their own information practices, this Agreement and Applicable Law.

9. Dispute Resolution

Any disagreement or dispute between the Participants with respect to this Agreement or the interpretation of any provision of this Agreement (“**Dispute**”) shall be resolved as follows:

- (1) all Disputes shall first be referred to the Executive Directors of the affected Participants who shall make all reasonable efforts to resolve the Dispute within thirty (30) Business Days of its referral, or such other period as agreed by the Participants;
- (2) if the Executive Directors of the affected Participants are unable to successfully resolve the Dispute, within fifteen (15) days of reference to them, any party to the Dispute may at any time thereafter refer the matter to arbitration;
- (3) any Dispute that is submitted to arbitration shall be dealt with in accordance with the following requirements:
 - (a) the party seeking to initiate arbitration shall give written notice thereof to the other parties and shall set forth a brief description of the matter submitted for arbitration;
 - (b) within ten (10) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
 - (c) in the event that the parties cannot agree upon a single arbitrator within the period set forth above, then the parties agree to accept an arbitrator appointed by a judge of the Superior Court for the Province of Ontario;
 - (d) any arbitration conducted pursuant to this Agreement shall take place in Huron or Perth County and the parties shall meet with the arbitrator, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of an award by the arbitrator. The parties shall request that the arbitrator provide its decision on the matter in issue within ninety (90) days of the appointment of the arbitrator;
 - (e) the decision of the arbitrator in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties;
 - (f) the costs of the arbitrator, shall be borne between the parties in the manner specified in the arbitrator’s decision or, in the absence of any direction by the arbitrator, such costs shall be borne equally; and
 - (g) except as modified by this Agreement the provisions of the *Arbitration Act, 1991* (Ontario), as amended from time to time, shall govern the arbitration process.

10. Injunctive Relief

Notwithstanding the dispute resolution procedure described in Section 9, any Participant may seek injunctive or other interim relief from a court of competent jurisdiction in the case of a breach of this Agreement by another Participant resulting in a threat to client or patient safety, or where PHI for which the Participant is not the health information custodian is used in a manner or is threatened to be used in a manner that is inconsistent with the terms of this Agreement or Applicable Law.

11. Limitation of Liability

Each Participant acknowledges that it is in no Participant’s interest to seek damages against another or other Participants in connection with a breach of this Agreement. Except as otherwise set out herein, no Participant shall seek recourse against another or other Participants for damages that it may suffer that arise out of or in connection with this Agreement, unless due to the intentional or malicious conduct of the Participant or Participants against which it wishes to seek recourse. The Participants will work with their respective insurance carriers, and with their respective risk managers, to mitigate the risk of any third party claims that could

potentially arise under or in connection with this Agreement. The Participants shall cooperate with one another in the defence of any such action, including providing one another with prompt notice of any such action and the provision of all material documentation. The Participants further agree that they have a right to retain their own counsel to conduct a full defence of any such action.

12. Indemnification

(1) Each Participant, individually and not jointly and severally (an “**Indemnitor**”), agrees to indemnify, defend and hold the other Participants (each an “**Indemnified Party**”) harmless from any and all loss, damages, costs, liabilities, expenses and settlement amounts, which the Indemnified Party may incur or suffer or be required to pay arising out of or in any way relating to any claim by a Participant or any third party made in respect of this Agreement, where the claim is the result of or arises from:

- (a) default by the Indemnitor (which term in this and the following clauses shall be read as including its agents, officers and directors) in the performance of any of its duties or obligations hereunder;
- (b) breach of privacy or confidentiality by the Indemnitor;
- (c) any negligent act or omission of the Indemnitor; or
- (d) statutory offences committed by the Indemnitor.

(2) No Participant shall be liable to the other Participants for:

- (a) A Participant’s inability to access PHI for any reason. Each Participant acknowledges that connectivity, upgrades, routine maintenance, emergencies and other causes may prevent access to the Network from time to time; or
- (b) Any liability resulting from a Participant’s use of its own records of PHI.

(3) The indemnification obligations of the Indemnitor will be subject to the following:

- (a) the Indemnified Party notifying the Indemnitor in writing within ten (10) Business Days after its receipt of notice of any claim, provided that the failure to give prompt notice shall not impair the Indemnified Party’s right to indemnification hereunder to the extent such failure has not prejudiced the Indemnitor;
- (b) the Indemnitor having sole control of the defence and all settlement negotiations and agreements related thereto so long as no unilateral actions are taken by the Indemnitor which are likely to have a material adverse effect upon the Indemnified Party, provided that the Indemnified Party shall have the right to participate in the defence with counsel of its own choosing at the Indemnified Party’s expense; and
- (c) the Indemnified Party providing the Indemnitor with reasonable assistance, information and authority that are necessary to perform its obligations under this Section.

13. Insurance

(1) Each Participant, while a Participant, shall maintain in full force and effect general liability insurance and shall include at least the following:

- (a) Products and completed operations;
- (b) Personal injury;
- (c) Cross liability; and
- (d) Contractual liability.

- (2) The amount of the general liability insurance for each Participant required by Section 13(1) shall be a minimum of \$5,000,000 per occurrence.
- (3) Each Participant, while a Participant, shall maintain insurance in amounts sufficient to support the Participant's indemnification obligations under Section 12(1), and shall include, but not be limited to:
 - (a) Losses resulting from a privacy or security breach;
 - (b) Expenses and costs associated with post-Privacy Breach remediation, which may include notification requirements, public relations efforts, legal, forensics and crisis management;
 - (c) Regulatory proceeding expenses;
 - (d) Losses resulting from the receipt or transmission of malicious code and other security threats;
 - (e) Costs to restore or recover data that is lost, stolen or damaged; and
 - (f) Cyber extortion expenses.
- (4) Each Participant shall give at least thirty (30) days' prior written notice of material changes to, cancellation, or non-renewal of the policies, and shall provide notice to the Participants of insurance upon request.

14. Term

This Agreement shall be effective as of the date all of the Original Participants have executed this Agreement and will terminate: (i) on the day on which all access under this Agreement to PHI by Participants is terminated and, if requested by the health information custodian of any PHI communicated pursuant to this Agreement, such PHI has been copied and provided (or otherwise returned, as appropriate) to such health information custodian; or (ii) at any time upon mutual agreement of each of the Participants; or (iii) upon termination of the Network Services Agreement, as applicable.

15. Termination for Convenience

A Participant may withdraw from this Agreement on ninety (90) days written notice to ONE CARE and the Participants:

- (a) if the Participant no longer receives funding from the LHIN for community support services; or
- (b) with the written permission of the LHIN.

16. Termination for Cause

If a Participant (the "**Defaulting Party**") is in material default of its obligations under this Agreement, the non-defaulting Participants (collectively, the "**Non-Defaulting Parties**") may give notice of default to the Defaulting Party, specifying the nature of the default, and if the Defaulting Party has not within thirty (30) days after receipt of such notice, cured such default, the Non-Defaulting Parties may terminate a Participant for default.

17. Additional Participants

The Participants may elect to add additional parties as Participants, pursuant to the terms and conditions of this Agreement and provided that the Participant meets such terms and conditions. An additional party shall become a Participant upon the execution of a Participant Agreement, in the form attached hereto as Schedule "B", adding

such party as a Participant and shall deliver such form to ONE CARE, on behalf of the Participants. ONE CARE agrees to notify the Participants of changes to Schedule A, as it is amended from time to time.

18. Post-Termination PHI Obligations

Upon termination of this Agreement by a Participant in accordance with the above, access to PHI shall cease. The other Participants shall be entitled to rely upon any PHI collected from the Participant prior to termination.

19. Survival

Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to survive any termination or expiry of this Agreement shall survive any termination or expiry of this Agreement, including without limitation, terms and conditions relating to privacy and security of PHI and indemnification and insurance obligations of the Participants.

20. Notice

All notices, requests, demands or other communications (collectively, “**Notices**”) to be given by a Participant under this Agreement shall be given in writing by personal delivery or by email or facsimile transmission to the address for each Participant or the Privacy Officer provided in Schedule “A” or such other address as may be provided in writing by a Participant or the Privacy Officer to the Participants from time to time. If delivered or transmitted before 4:30 p.m. on a Business Day, Notices shall be deemed to have been received on that Business Day and otherwise at the opening of business on the following Business Day.

21. Assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties, not to be unreasonably withheld, except that any party may without consent assign its rights under this Agreement to a successor entity, or an acquirer of all or substantially all of its assets.

22. Power and Authority

Each party represents and warrants to the others and acknowledges that the other parties are relying on such representations and warranties that:

- (a) it has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Agreement; and
- (b) the entering into and the performance by the party of its obligations under this Agreement are within its powers and have been duly authorized by all necessary action on its part and are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

23. Further Assurances

Each Participant agrees that it shall do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and shall cause the doing of all such acts and the execution of all such further documents as are within its power to cause the doing or execution of, as the other Participants hereto may from time to time reasonably request in writing and as may be necessary or desirable to give effect to this Agreement.

24. Number and Gender

In this Agreement, unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

25. Entire Agreement

This Agreement, and any agreements and other documents to be delivered pursuant to it or referenced herein, constitutes the entire agreement between the Participants pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written, between the Participants. The execution of this Agreement has not been induced by, nor do any of the Participants rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Agreement or in the agreements and other documents to be delivered pursuant hereto.

26. Severability

Should any provision of this Agreement be found to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.

27. Amendments

This Agreement may be amended, modified or supplemented only by written agreement signed by each of the Participants.

28. Governing Law

This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Participants agree to submit to the exclusive jurisdiction of the courts of Ontario in any action or proceeding instituted under this Agreement.

29. Force Majeure

No party shall be liable for any delay or failure in the performance of this Agreement if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such party, or as the result of the failure of a third party to comply with its obligations and responsibilities to provide materials or information as specified within this Agreement. In such event, the affected party shall notify each other party as soon as possible of such force majeure condition and the estimated duration of such condition.

30. Consent to Breach not Waiver

No provision of this Agreement shall be deemed to be waived and no breach shall be deemed to be excused unless such waiver or consent is in writing and signed by the party said to have waived or consented. No consent by a party to, or waiver of, a breach of any provision by another party shall constitute consent to, or waiver of, any different or subsequent breach.

31. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement and notwithstanding their date of execution shall be deemed to be executed on the date first written above. The delivery of an executed counterpart copy of this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

32. Schedules

The following schedules are attached to and incorporated into this Agreement by reference and deemed to be part hereof:

Schedule A – Participants, Designated Contact Persons and Privacy Officers

Schedule B – Participant Agreement

IN WITNESS WHEREOF each of the parties has executed and delivered this Agreement by its duly authorized representative who has authority to bind the party to this Agreement.

SCHEDULE A
PARTICIPANTS, DESIGNATED CONTACT PERSONS AND PRIVACY OFFICERS

| Participant | Address for Notice and Designated Contact Person | Privacy Officer |
|--|---|---|
| ONE CARE Home and Community Support Services | PO Box 222, 317 Huron Street Clinton, Ontario Kathy Scanlon Executive Director 1-877-502-8277 ext 2209 Fax: 519-273-4832 Email: kscanlon@onecaresupport.ca | Susan Underwood Supervisor, Property & Procurement 1-877-502-8277 ext 2112 Fax: 519-357-2506 Email: sunderwood@onecaresupport.ca |
| St. Marys and Area Mobility Service | 317 James St. South Box 2918 St. Marys, ON, N4X 1A6 Lauren Beer, Manager Phone: 519-284-0261 E-mail: lbeer@town.stmarys.on.ca Fax: 519-284-0261 Jim Aitcheson <i>Chairman</i> | Lauren Beer, Manager Phone: 519-284-4010 E-mail: lbeer@town.stmarys.on.ca Fax: 519-284-0261 |
| Knollcrest Lodge | PO Box 453, 50 William Street. Milverton, Ont. N0K 1M0 Susan Rae, CEO 519-595-8121 ext 102 | Heather Weir Phone: 519-595-8121 ext. 120 Fax: 519-595-8199 hweir@knollcrestlodge.com |
| Blue Water Rest Home | West Huron Care Centre / Blue Water Rest Home 37792 Zurich-Hensall Road, RR3 Zurich, Ontario N0M 2T0 Angie Dunn Chief Executive Officer Tele: 519.236.4373 ext. 630 Fax: 519.236.7685 Cell: 519.955.2117 www.bwrh.ca | Patty Groot Privacy Officer Phone: 519-236-4373 x631 Fax: 519-236-7685 p.groot@bluewaterresthome.com www.bwrh.ca |
| Ritz Lutheran Villa | Road 164 - #4118A RR#5 Mitchell, ON N0K 1N0 Jeff Renaud, Administrator | Jeff Renaud Privacy Officer 519-348-8612 ext. 223 jrenaud@ritzlutheranvilla.com |
| Alzheimer Society Huron County Inc. | PO Box 639, 317 Huron Road Clinton, Ontario N0M 1L0 Cathy Ritsema, Executive Director and Philip McMillan, President 1-800-561-5012 Fax: 519-482-8692 Email: cathy@alzheimerhuron.on.ca | Amber Riehl Family Support Counsellor Phone: 519-482-1482 Fax: 519-482-8692 Email: amber@alzheimerhuron.on.ca |

| Participant | Address for Notice and Designated Contact Person | Privacy Officer |
|---|---|---|
| Alzheimer Society Perth County | 1020 Ontario St., Stratford, Ontario N5A 6Z3 Debbie Deichert Executive Director 1-888-797-1882 Fax: 519-271-1231 Email: ddeichert@alzheimperthcounty.com | Madeline Smith msmith@alzheimperthcounty.com Phone: 519-271-1910 |
| Victorian Order of Nurses for Canada-Ontario Branch | VON Canada 2315 St. Laurent Blvd, Suite 100 Ottawa, ON K1G 4J8 Brian Lyons | Michele Lawford General Counsel and Chief Privacy Officer Phone: 613-875-1237 Fax: 613-230-4376 |
| Cheshire Homes of London Inc. | 1111 Elias Street – Unit #2 London, ON N5W 5L1 Judi Fisher, Executive Director 519-439-4246 ext. 226 judi.Fisher@cheshirelondon.ca | Justyna Borowiec Director of Community Support Phone: (519) 439-4246 ext. 228 Fax: 519-439-4815 Email: justyna.borowiec@cheshirelondon.ca |
| Dale Brain Injury Services Inc. | 815 Shelbourne Street London, ON N5Z 4Z4 Sue Hillis, Executive Director 519-668-0023 ext. 101 shillis@daleservices.on.ca | Cassandra Taylor Phone: 519-668-0023 ext. 119 cassiet@daleservices.on.ca |
| Family Services Perth-Huron | 142 Waterloo Street South Stratford, ON N5A 4B4 Susan Melkert, Executive Director Nick Forte, Board President | Steve Malcho Phone: 519-273-1020 Fax: 519-273-6993 smalcho@fsph.ca |
| Spruce Lodge Home Assistance Corporation | 643 West Gore Street Stratford, ON N5A 1L4 Peter Bolland, Administrator | David Schlitt, Business Manager Email: davids@sprucelodge.on.ca Phone: 519-271-4090 ext 2220 |
| The Corporation of the Town of St. Marys | PO Box 998 317 James St South St Marys, ON N4X 1B6 Brent Kittmer, CAO/Clerk | Trisha McKibbin, Director of Corporate Services/Deputy Clerk 175 Queen Street East, PO Box 998 St Marys, ON N4X 1B6 Phone: 519-284-2340 ext 241 Fax: 519-284-2881 tmckibbin@town.stmarys.on.ca |

SCHEDULE B

PARTICIPANT AGREEMENT

For good and sufficient consideration (the receipt of which is hereby acknowledged), the undersigned hereby agrees to become a party to the attached Amended and Restated Community Integration Data Sharing Agreement effective as of the ____ day of _____, 20__ (the “**Data Sharing Agreement**”) entitled to all of the rights and subject to all of the liabilities and obligations imposed upon a Participant thereto.

On execution of this Participant Agreement, the Participant shall be added to Schedule “A” of the Data Sharing Agreement listing all Participants and their addresses for notice, designated contact person and privacy officer as follows:

| Participant | Address for Notice and Designated Contact Person | Privacy Officer |
|-------------|--|-----------------|
| | | |

IN WITNESS WHEREOF, this Participant Agreement has been executed by the Participant on this ____ day of _____, 20__:

)
) **[Insert name of Participant]**
)
)
) Per: _____
) Name:
) Title:
)
)
)
) Per: _____
) Name:
) Title:
) I/We have the authority to bind the corporation

PARTICIPANT AGREEMENT

For good and sufficient consideration (the receipt of which is hereby acknowledged), the undersigned hereby agrees to become a party to the attached Amended and Restated Community Integration Data Sharing Agreement effective as of the 29th day of September, 2017 (the “**Data Sharing Agreement**”) entitled to all of the rights and subject to all of the liabilities and obligations imposed upon a Participant thereto.

On execution of this Participant Agreement, the Participant shall be added to Schedule "A" of the Data Sharing Agreement listing all Participants and their addresses for notice, designated contact person and privacy officer as follows:

| Participant | Address for Notice and Designated Contact Person | Privacy Officer |
|--|--|--|
| ONE CARE Home and Community Support Services | PO Box 222, 317 Huron Street Clinton, Ontario Kathy Scanlon Executive Director 1-877-502-8277 ext 2209 Fax: 519-273-4832 Email: kscanlon@onecaresupport.ca | Susan Underwood Supervisor, Property & Procurement 1-877-502-8277 ext 2112 Fax: 519-357-2506 Email: sunderwood@onecaresupport.ca |

IN WITNESS WHEREOF, this Participant Agreement has been executed by the Participant on this 8th day of September, 2017:

ONE CARE Home and Community Support Services

Per:

Name: Kathy Scanlon

Title: Executive Director

Per:

Name: Bob Cook

Title: Chair, Board of Directors

I/We have the authority to bind the corporation

AMENDED AND RESTATED NETWORK SERVICES AGREEMENT

This Amended and Restated Network Services Agreement (“**Network Services Agreement**”) is made as of the 29th day of September, 2017 (the “**Effective Date**”) between **ONE CARE Home and Community Support Services (“ONE CARE”)** and the parties described in Schedule A to this Network Services Agreement, each of which have entered into a Participant Agreement in the form of Schedule B (hereinafter referred to as the “**Participants**” and each a “**Participant**”).

RECITALS

WHEREAS the Participants provide health, community support and related services;

AND WHEREAS the Participants have agreed that where two or more of them provide health care services to a client or patient they will make the Personal Health Information (“**PHI**”) of that client or patient available electronically to such other Participants for the purposes of providing or assisting in the provision of health care to that client or patient in accordance with a Data Sharing Agreement as described herein;

AND WHEREAS the South West Local Health Integration Network (“**LHIN**”) has approved ONE CARE to provide information management and network services to facilitate the sharing of PHI by the Participants pursuant to the Data Sharing Agreement;

AND WHEREAS in connection with its provision of such services, ONE CARE is a Health Information Network Provider (“**HINP**”) and/or an Agent under the *Personal Health Information Protection Act, 2004* (PHIPA) and the Parties wish to enter into this Agreement to comply with the requirements under PHIPA and Ontario Regulation 329/04 (the “**Regulation**”) and to otherwise satisfy their obligations under PHIPA;

AND WHEREAS the provision of such services is not in the ordinary course of ONE CARE’s business and is being undertaken in support of community health care coordination;

AND WHEREAS in order to receive such services, ONE CARE requires each Participant to enter into this Network Services Agreement;

AND WHEREAS a number of the Participants entered into a network services agreement having an effective date of April 13, 2015 (“**Original Network Services Agreement**”) and wish to enter into this Network Services Agreement to amend, restate and replace the Original Network Services Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - INTERPRETATION

1.1 Definitions

- (1) “**Additional Service(s)**” is defined in Section 2.3;
- (2) “**Agency Authority**” is defined in Section 8.1(a);
- (3) “**Agent**” means an agent as defined by PHIPA;
- (4) “**Applicable Laws**” means any and all applicable laws, by-laws, regulations or statutes as are in existence on the Effective Date or come into existence during the currency of this Network Services Agreement, as

the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor to any of the foregoing;

- (5) “**Authorization**” means a written and signed direction or authorization as it relates to PHI given to ONE CARE by a Participant, which direction or authorization may be given electronically;
- (6) “**Authorized Persons**” means the employees, agents and any Subcontractors of ONE CARE who have a need for access to PHI in order for ONE CARE to perform the Services;
- (7) “**Business Day**” means any day except Saturday, Sunday, or any statutory holiday in the Province of Ontario;
- (8) “**Confidential Information**” is defined in Section 7.1;
- (9) “**Custodian Participant**” means, with respect to any PHI, the Participant that has custody or control of PHI and, where any PHI is in the custody or control of two or more Participants, means all of such Participants collectively;
- (10) “**Data Sharing Agreement**” means the Data Sharing Agreement pursuant to which the Participants exchange and provide access to Personal Health Information for the purposes of providing health care and other services to individuals as such agreement may be amended or restated from time to time;
- (11) “**Disclosing Party**” is defined in Section 7.1;
- (12) “**Effective Date**” means the date first above written;
- (13) “**Health Information Custodian**” or “**Custodian**” means a “Health Information Custodian” as that term is defined by PHIPA;
- (14) “**Health Information Network Provider**” means a “Health Information Network Provider”, as defined by the regulations under PHIPA;
- (15) “**LHIN**” means the South West Local Health Integration Network;
- (16) “**Ministry**” means the Ministry of Health and Long-Term Care for the Province (Ontario);
- (17) “**Network**” is defined in Schedule C;
- (18) “**Network Services Agreement**” means this Network Services Agreement, and includes any amendments, supplements, schedules, exhibits or appendices attached, referencing this Network Services Agreement, or expressly made a part hereof;
- (19) “**ONE CARE Parties**” is defined in Section 15.1;
- (20) “**Original Participants**” are those Participants who were parties to the Original Network Services Agreement;
- (21) “**Participant**” means any organization that has entered into a Participant Agreement in the form attached as Schedule B and “**Participants**” shall mean all of them collectively;
- (22) “**PHI**” or “**Personal Health Information**” means personal health information as such term is defined by PHIPA, and includes identifying information that is not PHI but that is contained in a record that contains PHI;

- (23) “**PHIPA**” means the *Personal Health Information Protection Act, 2004* (Ontario) and the regulations thereunder, all as amended from time to time;
- (24) “**Privacy Breach**” means the theft, loss or unauthorized access, collection, use or disclosure and/or destruction of PHI;
- (25) “**Privacy Officer**” is defined in Section 12.1;
- (26) “**Receiving Party**” is defined in Section 7.1;
- (27) “**Services**” is defined in Section 2.2;
- (28) “**Subcontractor**” means any person engaged by ONE CARE for the purpose of fulfilling any obligation of ONE CARE under this Network Services Agreement and includes, without limitation, ONE CARE’s agents, representatives and subcontractors, and the successors and assigns of each of the foregoing, but does not include any employee or officer of ONE CARE; and
- (29) “**User(s)**” shall mean the employees, independent contractors or agents of the Participant who have been authorized to access the Network, subject to the terms and conditions set out herein.

1.2 Number and Gender

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 References to Legislation

Any reference to a statute in this Network Services Agreement shall mean the statute in force as at the Effective Date together with all regulations made thereunder and interpretation bulletins, guidelines and policy statements published or issued in respect thereof, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute or regulation thereto, unless otherwise expressly provided.

1.4 Headings and Table of Contents

The division of this Network Services Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Network Services Agreement.

1.5 Schedules

The current Schedules that form part of this Network Services Agreement are listed as follows:

Schedule A - Participants and Addresses for Notice

Schedule B - Participant Agreement

Schedule C – Services

Schedule D – Plain Language Description of Network Services and Security

Schedule E – Agency Authority Form

Schedule F – User Agreement

1.6 Order of Precedence

In the event of any conflict between any of the provisions of the Schedules hereto and the body of this Network Services Agreement, the provisions in the body of this Network Services Agreement shall govern.

ARTICLE II - PROVISION OF SERVICES

2.1 Conditions Precedent

As conditions precedent to this Network Services Agreement and in order to be a Participant under this Network Services Agreement and to receive the Services as set out hereunder, a party must:

- (a) be a party to the Data Sharing Agreement and provide to ONE CARE a copy of said agreement executed by the party prior to entering into this Network Services Agreement;
- (b) maintain its participation in the Data Sharing Agreement in good standing throughout the term of this Network Services Agreement, and shall provide immediate notice to ONE CARE of any suspension or termination of its participation in the Data Sharing Agreement;
- (c) in the event that the Data Sharing Agreement is amended or restated during the term of this Network Services Agreement, provide to ONE CARE an executed copy of said amended and restated Data Sharing Agreement prior to its effective date; and
- (d) be a Health Information Custodian as that term is defined under HIPA.

2.2 Services

Subject to the terms and conditions of this Network Services Agreement, ONE CARE agrees to provide to the Participants the information systems, information management and information technology services as set out in Schedule C (the “**Services**”).

2.3 Additional Services

ONE CARE and the Participants may agree in writing to the provision of additional services by ONE CARE to the Participants together with such additional terms and conditions as may be applicable to such additional service (each an “**Additional Service**” and together the “**Additional Services**”). Each Additional Service agreement shall be appended as a schedule to this Network Services Agreement.

ARTICLE III - FUNDING FOR THE SERVICES

3.1 Funding

The Participants acknowledge and agree that ONE CARE shall be compensated for its provision of the Services by way of funding from the LHIN satisfactory to ONE CARE. In the event that the costs to perform the Services exceed the funding provided by the LHIN to ONE CARE, ONE CARE shall not be obliged to perform and may on ninety (90) days’ notice to the Participants limit, alter or suspend the Services for which it is not fully funded.

3.2 Obligations Conditional

Each Participant acknowledges and agrees that the obligations of ONE CARE to provide the Services and to perform its other obligations hereunder are subject to the receipt by ONE CARE of funding or compensation satisfactory to it in connection with such obligations.

3.3 No Breach

Each Participant acknowledges and agrees that the failure of ONE CARE to perform any of its obligations hereunder as a result of funding deficiency or delay, shall in no way operate or be construed as a breach by ONE CARE of, or a failure by ONE CARE to perform, such obligations.

ARTICLE IV – STATUS OF PARTIES UNDER PHIPA

4.1 The Participants

It is acknowledged and agreed that each of the Participants, including ONE CARE as it relates to its participation in this Agreement, is a Health Information Custodian as that term is defined under PHIPA and shall comply with its respective obligations under this Agreement, the Data Sharing Agreement and Applicable Laws.

4.2 ONE CARE as Agent

In connection with providing certain of the Services, ONE CARE is an Agent of the Participant for the purposes of PHIPA and for no other purpose. ONE CARE acknowledges and agrees that it shall only collect, use or disclose PHI in accordance with this Network Services Agreement, or as it may be authorized or directed by a Participant pursuant to an Authorization and shall not acquire any right, title or interest in or to any such PHI.

4.3 ONE CARE as HINP

The Participants and ONE CARE acknowledge and agree that ONE CARE is a HINP to the extent that it is hosting the network solution and providing Services to enable the Participants to disclose PHI to one another.

ARTICLE V – OBLIGATIONS OF ONE CARE AS HINP

5.1 Privacy Breach Notification

To the extent it is providing the Services, ONE CARE will:

- (a) notify every applicable Participant at the first reasonable opportunity if it;
 - (i) accessed, used, disclosed or disposed of PHI other than in accordance with this Agreement; or
 - (ii) an unauthorized person accessed PHI.

5.2 Access and Transfer Logs

ONE CARE shall maintain electronic records of accesses to and transfers of PHI in accordance with PHIPA.

5.3 Threat and Risk Assessments and Privacy Impact Assessments of the Services

ONE CARE shall perform and provide each Participant with a written copy of the results of an assessment of the Services with respect to:

- (a) threats, vulnerabilities and risks to the security and integrity of the PHI; and
- (b) how the Services may affect the privacy of the individuals who are the subject of the PHI.

Any updates to these assessments shall be at the discretion of ONE CARE as it may deem appropriate to identify continuing risks to privacy resulting from such Services and to review the steps taken to address risks to

privacy identified in the initial assessments and to assess the effectiveness of such steps, and shall be subject to available funding.

5.4 Plain Language Description of Services and Security Safeguards

A plain language description of the Services that is appropriate for sharing with the individuals to whom the PHI relates, including a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of PHI is attached as Schedule D .

ONE CARE has adopted security safeguards in accordance with industry standards that are reasonable in the circumstances to ensure that PHI is protected against theft, loss and unauthorized use or disclosure and unauthorized copying, modification and disposal.

ONE CARE shall ensure that any Agent or Subcontractor it retains to assist in providing Services to the Participants agrees to comply with the restrictions and conditions that are necessary to enable ONE Care to comply with its obligations as a HINP.

ARTICLE VI - PROTECTION OF PHI AND CONFIDENTIAL INFORMATION

6.1 Security Standards and Procedures

ONE CARE shall protect and ensure the confidentiality of PHI and any Confidential Information in accordance with ONE CARE's internal physical, organizational and technological safeguards and security standards and procedures.

6.2 Policies and Procedures

Upon request, ONE CARE will provide a Participant with a copy of its policies and procedures for the security and protection of PHI.

6.3 Changes Affecting Security

No Participant shall implement any change to, or introduce any new hardware that may impact its security systems, standards or policies and procedures that may, in the reasonable opinion of ONE CARE, have an adverse effect on the provision of Services or on the security of any PHI without the express agreement of ONE CARE.

6.4 Privacy Breach Procedure

In the event of a Privacy Breach, ONE CARE will, as soon as practicable and in any event within forty-eight (48) hours of becoming aware of a Privacy Breach, send written notice of such breach to each applicable Participant, that includes to the extent available:

- (a) the date and time of the Privacy Breach;
- (b) a description of the PHI affected by the Privacy Breach;
- (c) the circumstances of the Privacy Breach, including the persons who accessed, disclosed and received the affected PHI; and
- (d) the actions being taken to contain the Privacy Breach.

6.5 Access and Third Party Requests for PHI

Each Participant shall be responsible for addressing requests for access or disclosure of PHI in accordance with PHIPA. ONE CARE shall refer all requests for access or disclosure of PHI received by ONE CARE to the Participant or Participants that is the HIC in respect of that PHI. ONE CARE shall only disclose

PHI to third parties (other than Authorized Persons), with the prior written consent of the applicable Participant or Participants or as required by Applicable Laws. Such prior written consent may be subject to conditions or limitations reasonably imposed by the applicable Participant or Participants. In each circumstance in which ONE CARE is authorized pursuant to this Network Services Agreement to disclose PHI, it shall disclose only such PHI as strictly is necessary in connection with such authorized disclosure.

6.6 Retention of PHI

Both during the term of this Network Services Agreement and after any termination or expiry thereof, ONE CARE shall retain all PHI governed by this Network Services Agreement for such period of time as is necessary to satisfy the requirements of Applicable Laws, acknowledging that each Participant is responsible for creating and maintaining custody or control of its own records of PHI. For greater certainty, the provisions of this Section 6.6 shall survive any termination or expiry of this Network Services Agreement.

6.7 Compliance with Applicable Laws

Without restricting the foregoing provisions of this Article VI, in the course of providing Services, ONE CARE shall comply with all Applicable Laws relating to the protection of the PHI, including without limitation, the provisions of PHIPA and the regulations thereunder.

ARTICLE VII – CONFIDENTIALITY AND PRIVACY

7.1 Definitions

For purposes of this Network Services Agreement, “Confidential Information” means all records, data and other information whatsoever, in any form or medium (including without limitation, PHI, personal information, financial information, books and records, policies and procedures, copyright and any other intellectual property rights, and other data) relating to the operations of a party hereto (the “**Disclosing Party**”) which is made known to another party hereto or its authorized representative (the “**Receiving Party**”) as a result of the relationship of the parties under this Network Services Agreement or the provision of the Services by ONE CARE to the Participants, but does not include any information or documents or other items in tangible form which at the time in question:

- (a) have become generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party;
- (b) were available to the Receiving Party on a non-confidential basis prior to disclosure to the Receiving Party; or
- (c) are required by Applicable Laws to be disclosed.

7.2 Confidentiality Obligations

The Receiving Party shall:

- (a) hold in strictest confidence all Confidential Information of a Disclosing Party using at least the same means that it uses, or would reasonably be expected to use, to protect the Receiving Party’s own confidential information of a similar nature as the Disclosing Party’s Confidential Information;
- (b) not disclose or use or allow to be disclosed or used in any manner whatsoever, other than as expressly contemplated by this Network Services Agreement or as may be required to carry out the terms of this Network Services Agreement or as may be required for ONE CARE to perform the Services, and then only on a need-to-know basis, any Confidential Information of a Disclosing Party, either during the

term of this Network Services Agreement or at any time thereafter, except with the prior written consent of such Disclosing Party;

- (c) ensure that all personnel of the Recipient that have access to Confidential Information of the Disclosing Party are informed of the confidential nature of the Disclosing Party's Confidential Information in order for such personnel to know to keep such information confidential and not use it for any purpose except as permitted pursuant to this Network Services Agreement; and
- (d) notify the Disclosing Party promptly in writing in the event of any loss or inability to account for the Disclosing Party's Confidential Information.

7.3 Obligations on Termination or Expiry

Following the termination or expiry of the Network Services Agreement, the Receiving Party shall forthwith upon demand by a Disclosing Party, forward to such Disclosing Party all copies of any tangible items, if any, which are or which contain Confidential Information of such Disclosing Party or, if directed by the Disclosing Party, destroy any such tangible items. Contemporaneously with such return or destruction, the Receiving Party shall provide the Disclosing Party with a certificate of a senior officer of the Receiving Party attesting to such return or destruction.

7.4 Privacy

Each Participant agrees to comply with Applicable Laws, including as they relate to confidentiality and privacy.

ARTICLE VIII - ACCESS TO NETWORK

8.1 Access to Network

- (a) Each Participant shall deliver to ONE CARE a completed Agency Authority form identifying those individuals who are authorized by the Participant to manage user access to the Network in the form attached as Schedule E (the "Agency Authority").
- (b) Each Participant is responsible for determining its Users authorized to access PHI through the Network which User access shall be managed through the Agency Authority.
- (c) ONE CARE shall not grant access to a User unless or until the User has been approved by the Agency Authority and has signed the User Agreement, in the form of Schedule F, as may be amended from time to time by ONE CARE.

ARTICLE IX - SUBCONTRACTORS

9.1 Requirement to Comply with Restrictions and Conditions

ONE CARE agrees that each Subcontractor that it retains to assist in providing the Services to the Participants in connection with this Network Services Agreement shall be required to comply with the restrictions, conditions and security safeguards applicable to the processing of PHI and to Confidential Information contained in this Network Services Agreement as if it were a party hereto.

ARTICLE X - CONTINGENCY PLAN

10.1 Contingency Plan

- (a) Each Participant is solely responsible for ensuring that it has a contingency plan in place for access to PHI in the event the Network is unavailable.
- (b) ONE CARE shall communicate its contingency plan for the Services with the Participants for informational purposes.

ARTICLE XI - RESPONSIBILITIES OF THE PARTICIPANTS

11.1 Access and Accuracy of Information

- (a) ONE CARE does not warrant that the Services will run uninterrupted, error-free or completely secure.
- (b) ONE CARE does not warrant the completeness or accuracy of any data or information processed by ONE CARE in the provision of the Services under this Network Services Agreement.

11.2 Assistance from Participants

Each Participant shall provide ONE CARE with such information and other assistance as ONE CARE may reasonably require in order to perform the Services and meet its obligations under this Network Services Agreement. Without limiting the generality of the foregoing, each Participant shall give access to its premises, systems, databases and networks to ONE CARE, and to ONE CARE's Subcontractors as is reasonably required, in order for ONE CARE to perform the Services. If ONE CARE is unable to render the Services because of a failure of a Participant to provide required information, assistance and/or access, that shall in no way operate or be construed as a breach by ONE CARE of, or a failure by ONE CARE to perform, such obligations.

11.3 Data Standards

Each Participant shall at all times comply with the minimum data standard requirements as determined by ONE CARE from time to time. Each Participant further covenants and agrees to work in good faith with the other Participants to harmonize its policies and procedures to ensure compliance with such data standards, subject to the Data Sharing Agreement and this Network Services Agreement

11.4 Network Integration

- (a) Each Participant shall be responsible to ensure its connection to the Network. Each Participant shall ensure that its information technology vendors/suppliers provide such support and assistance as may be required by the Participant to connect to the Network, including collaborating with ONE CARE as necessary.
- (b) To the extent that Participant intends to make significant changes to its information technology or systems that may impact or affect the functioning of the Network, it shall, at its sole cost, conduct such technical assessments or privacy impact assessments as recommended by ONE CARE. ONE CARE shall have the right, acting reasonably, to refuse to permit such changes in which case the Participant may withdraw from this Agreement in accordance with Section 14.3.
- (c) Each Participant shall provide ONE CARE with at least six (6) months written notice of any significant changes to its information technology or systems that may impact its connection to the Network.
- (d) Each Participant shall be solely responsible for its Network connection costs, unless such costs are otherwise funded.

ARTICLE XII - ADMINISTRATION

12.1 Privacy Officers

Each of the parties hereto shall designate a privacy officer, or other officer acting in a similar capacity ("Privacy Officer") as set forth in Schedule A, to act as a single point of contact for such party in connection with all matters concerning the performance by the parties of their respective obligations under this Network Services Agreement.

12.2 Duties and Powers of Privacy Officers

The Privacy Officer of each party shall be responsible for:

- (a) co-ordinating and overseeing the timely performance of the obligations of such party under this Network Services Agreement; and
- (b) all administrative matters such as arranging meetings, visits and consultations among all parties, transmitting and receiving information, and invoicing (if applicable). Notwithstanding any other term of this Network Services Agreement, under no circumstances shall a party's Privacy Officer be deemed to have authority to waive, alter, amend, modify or cancel any provision or provisions of this Network Services Agreement, unless such authority is provided to the other parties in writing, signed by an authorized signing officer of the party to be bound.

ARTICLE XIII – ADDITION OF PARTICIPANTS

13.1 Addition of Participants

Any organization that may from time to time become a party to the Data Sharing Agreement may also, subject to Section 2.1, become a party to this Network Services Agreement upon the execution of a Participant Agreement in the form attached hereto as Schedule B.

ARTICLE XIV - TERM AND TERMINATION

14.1 Term

This Network Services Agreement shall be effective as of the date all of the Original Participants have executed this Network Services Agreement and shall remain in effect for as long as any Services are provided by ONE CARE to any Participants provided that this Network Services Agreement may be terminated in accordance with the terms and conditions of this Article XIV.

14.2 Termination by ONE CARE

ONE CARE may terminate this Network Services Agreement on:

- (a) six (6) months written notice to the Participants; or
- (b) a date specified in a written notice to Participants from One Care that the LHIN intends to cease funding ONE CARE for the Services.

14.3 Participant Withdrawal

A Participant may withdraw from this Network Services Agreement on ninety (90) days written notice to ONE CARE:

- (a) if the Participant no longer receives funding from the LHIN for community support services; or
- (b) with the written permission of the LHIN.

14.4 Termination by Participants for Cause

The Participants, collectively but not severally, may terminate this Network Services Agreement immediately by giving notice of termination to ONE CARE in the event of:

- (a) any material breach by ONE CARE of, or any material failure of ONE CARE to perform substantially and in good faith, any of its material obligations to the Participants under this Network Services Agreement,

and ONE CARE has not commenced taking steps to rectify such breach or failure within thirty (30) days after the giving of written notice thereof by the Participants; and

- (b) the bankruptcy or insolvency of ONE CARE, or otherwise where: (i) ONE CARE makes an assignment for the benefit of creditors, files any notice or a petition in bankruptcy or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada) or otherwise; ONE CARE admits the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding; (ii) ONE CARE petitions or applies to any court, tribunal or governmental agency of competent jurisdiction for the appointment of any receiver, trustee, liquidator or the like of it or all or a substantial part of its assets; (iii) ONE CARE commences a proceeding pursuant to the *Companies Creditors Arrangement Act* (Canada) or otherwise files any proceedings seeking reorganization or an arrangement with creditors; or (iv) ONE CARE takes any action for the purpose of effecting any of the foregoing.

14.5 Termination of Participants for Cause

- (a) ONE CARE may terminate a Participant from this Network Services Agreement if the Participant is in material breach of this Network Services Agreement and has not commenced taking steps to remedy the breach as are satisfactory to ONE CARE within thirty (30) days of receiving written notification of the breach from ONE CARE.

14.6 Obligations on Termination/Withdrawal

- (a) On termination or withdrawal of a Participant from this Network Services Agreement, that Participant shall be responsible for:
 - (i) all its own costs relating to the termination;
 - (ii) all costs incurred by ONE CARE and the remaining Participants in relation to or arising from the termination or withdrawal of the Participant; and
 - (iii) all costs related to the copying of the Participant's PHI from the Network to the Participant at the request of the Participant.
- (b) The Participants recognize that there is a need to provide for continuity of client service in the event of a termination or withdrawal of a Participant from this Network Services Agreement. For greater certainty, the Participants agree that any PHI stored on the Network at the date of termination or withdrawal of a Participant from this Network Services Agreement shall remain on the Network, unless the reason for the termination of the defaulting Participant is the reliability of the PHI.
- (c) A participant may receive a copy of the PHI for which the Participant is a HIC from the Network, if the Participant provides One Care with a written request not less than ninety (90) days in advance.

ARTICLE XV - LIMITATION OF LIABILITY

15.1 Disclaimer

- (a) The Participants acknowledge that ONE CARE's role as the Services provider is not in the ordinary course of its business and is being undertaken by ONE CARE in support of community support service care coordination. As such, the Participants agree that ONE CARE, its directors, officers, employees, volunteers or Subcontractors (the "**ONE CARE Parties**") shall not be held liable in relation to this Network Services Agreement except in circumstances where ONE CARE or the ONE CARE Parties have engaged in malicious conduct or has been grossly negligent in the delivery of the Services. In no event shall the ONE CARE Parties be liable regardless of the form of action, for any indirect, special, economic, incidental, exemplary or consequential damages (including without limitation lost profits, loss of business revenue or earnings, lost data, damages caused by delays or a failure to realize expected savings) suffered by any

Participant as a result of Services performed or not performed under this Network Services Agreement, whether or not the possibility of such loss or damages was disclosed to or reasonably could have been foreseen by ONE CARE. Each Participant acknowledges and agrees that the limitations, exclusions and disclaimers in this Network Services Agreement constitute an essential element of the Services.

- (b) ONE CARE and the ONE CARE Parties have no responsibility as to the accuracy of any data or information, including but not limited to any PHI, provided to it by any Participant.
- (c) In no event shall ONE CARE or the ONE CARE Parties be liable to any Participant for any theft or loss of PHI or any use, disclosure or access to PHI by or to unauthorized persons, unless due to ONE CARE's malicious conduct or gross negligence.
- (d) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS NETWORK SERVICES AGREEMENT WILL APPLY WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THE SERVICES.
- (e) Each Participant shall indemnify and hold harmless ONE CARE and the ONE CARE Parties from and against all claims, demands, losses, damages, expenses, costs, actions, suits or proceedings that arise out of or are attributable to any acts or omissions, negligence of or breach of this Network Services Agreement by the Participant, its directors, officers, employees, volunteers and/or agents.

15.2 Application of Provisions

The foregoing provisions of this section shall apply in any cause of action including, without limitation, breach of contract, misrepresentation, negligence or other tort, whether or not there shall have been a fundamental breach or a breach of any fundamental provision of this Network Services Agreement by either party.

ARTICLE XVI - NOTICE

16.1 Required or Permitted Communications

Any demand, notice, direction or other communication required or permitted to be given hereunder or for the purposes hereof to a party hereto shall be in writing and shall be sufficiently made or given if delivered personally or by courier, or if sent by first class prepaid registered mail or if transmitted by facsimile or other similar means of electronic communication, addressed to the respective parties as set forth in Schedule A.

16.2 Deemed Receipt

Any communication, if delivered personally or by courier, shall be conclusively deemed to have been given and received on the date on which it was delivered at such address, provided that if such day is not a Business Day, or such delivery was not made within normal business hours, then the communication shall be conclusively deemed to have been given and received on the Business Day next following such day. Any communication mailed as aforesaid shall be conclusively deemed to have been given and received on the fourth Business Day following the date of its mailing in Canada, provided that if at the time of mailing or within four (4) Business Days thereafter, there occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by other means provided for in this section. Any communication given by facsimile or similar form of electronic communication shall be conclusively deemed to have been given and received on the date of its transmission, provided that if such day is not a Business Day or if it is not received within normal business hours on the date of its

transmission, then it shall be conclusively deemed to have been given and received on the first Business Day next following transmission thereof. Any party hereto may change any particulars of its address at any time and from time to time by written notice given to the other parties in accordance with this section.

ARTICLE XVII - GENERAL

17.1 Entire Agreement

With respect to its subject matter, this Network Services Agreement, including the Schedules hereto, contains the entire understanding of the parties and supersedes and replaces all previous Network Services Agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

17.2 Modifications, Amendments, Waivers and Forbearance

No waiver, alteration, amendment, modification, or cancellation of any of the provisions of this Network Services Agreement shall be binding upon the parties unless made in writing and duly signed by the parties.

17.3 Power and Authority

Each party represents and warrants to the others and acknowledges that the other parties are relying on such representations and warranties that:

- (a) it has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Network Services Agreement; and
- (b) the entering into and the performance by the party of its obligations under this Network Services Agreement are within its powers and have been duly authorized by all necessary action on its part and are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

17.4 Further Assurances

Each of the parties hereto shall at its own expense and upon the request of another party hereto at any time and from time to time, promptly execute and deliver, or cause to be executed and delivered, all such further acknowledgements, consents, assurances and other documents, and promptly do, or cause to be done, all such further acts and things as that other party may reasonably request in order fully to effect the purposes of this Network Services Agreement.

17.5 Independent Contractor

The relationship of the parties hereunder shall be independent contractors. Nothing in this Network Services Agreement shall be construed so as to constitute a partnership between or joint venture of the parties nor shall any party be deemed the agent of another (except to the extent that ONE CARE is an Agent pursuant to this Network Services Agreement), or have the right to bind another party in any way without the prior written consent of such party.

17.6 Severability

If any term or condition of this Network Services Agreement or the application thereof, to any person or circumstances is to any extent invalid, illegal or unenforceable in any respect, the remainder of this Network

Services Agreement shall not be affected by the invalidity, illegality or unenforceability of the particular term or condition or the application thereof.

17.7 Governing Law

This Network Services Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Participants agree to submit to the exclusive jurisdiction of the courts of Ontario in any action or proceeding instituted under this Network Services Agreement.

17.8 Assignment and Integration

- (a) No party shall sell, assign, convey or transfer, by operation of law or otherwise, this Network Services Agreement or any of its rights or obligations hereunder, without the prior written consent ONE CARE, such consent not to be unreasonably withheld or delayed. Any such attempted sale, assignment, conveyance, transfer in violation hereof shall be void and of no force or effect.
- (b) Without limiting the generality of the foregoing, if a Participant intends to engage in an integration of its operations with another Participant or a non-Participant pursuant to the *Local Health System Integration Act, 2006* (LHSIA), the Participant shall provide ninety (90) days' notice to ONE CARE of its intention to integrate, or such lesser period as may be agreed by ONE CARE, and comply with any integration transition requirements prescribed by ONE CARE in relation to the Network. For greater certainty, nothing in this section shall limit or alter the obligations of the parties pursuant to Section 11.4.

17.9 Enurement

This Network Services Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

17.10 Injunctive Relief

Any party hereto shall be entitled to injunctive relief to prevent breaches of the provisions of Articles VI and VII hereof and to specifically enforce such provisions in addition to any other remedy to which the such party may be entitled at law or in equity.

17.11 Survival

Articles VI (Protection of PHI and Confidential Information), VII (Confidentiality and Privacy), Article XV (Limitation of Liability) and Section 14.6 (Obligations on Termination/Withdrawal) of this Network Services Agreement shall survive the termination of a Participant from this Network Services Agreement and the termination of this Network Services Agreement.

17.12 Force Majeure

No party shall be liable for any delay or failure in the performance of this Network Services Agreement if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such party, or as the result of the failure of a third party to comply with its obligations and responsibilities to provide materials or information as specified within this Network Services Agreement. In such event, the affected party shall notify each other party as soon as possible of such force majeure condition and the estimated duration of such condition.

17.13 Counterparts

This Network Services Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one and the same agreement and notwithstanding their date of execution shall be deemed to be executed on the date first written above. The delivery of an executed counterpart copy of this Network Services Agreement by facsimile or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

IN WITNESS WHEREOF each of the parties has executed and delivered this Network Services Agreement by its duly authorized representative who has authority to bind the party to this Network Services Agreement.

)
) **ONE CARE HOME AND COMMUNITY**
) **SUPPORT SERVICES**
) Per: 
) Name: Kathy Scanlon
) Title: Executive Director
)
)
) Per: 
) Name: Bob Cook
) Title: Chair, Board of Directors
) I/We have the authority to bind the corporation

SCHEDULE A

PARTICIPANTS AND ADDRESSES FOR NOTICE

| Participant | Address for Notice and Contact Person for Notice | Privacy Officer |
|--|---|---|
| St. Marys and Area Mobility Service | 317 James St. South Box 2918 St. Marys, ON, N4X 1A6 Lauren Beer, Manager Phone: 519-284-0261 E-mail: lbeer@town.stmarys.on.ca Fax: 519-284-0261 Jim Aitcheson <i>Chairman</i> | Lauren Beer, Manager Phone: 519-284-4010 E-mail: lbeer@town.stmarys.on.ca Fax: 519-284-0261 |
| Knollcrest Lodge | PO Box 453, 50 William Street. Milverton, Ont. N0K 1M0 Susan Rae, CEO 519-595-8121 ext 102 | Heather Weir Phone: 519-595-8121 ext. 120 Fax: 519-595-8199 hweir@knollcrestlodge.com |
| Blue Water Rest Home | West Huron Care Centre / Blue Water Rest Home 37792 Zurich-Hensall Road, RR3 Zurich, Ontario N0M 2T0 Angie Dunn Chief Executive Officer Tele: 519.236.4373 ext. 630 Fax: 519.236.7685 Cell: 519.955.2117 www.bwrh.ca | Patty Groot Privacy Officer Phone: 519-236-4373 x631 Fax: 519-236-7685 p.groot@bluewaterresthome.com www.bwrh.ca |
| Ritz Lutheran Villa | Road 164 - #4118A RR#5 Mitchell, ON N0K 1N0 Jeff Renaud, Administrator | Jeff Renaud Privacy Officer 519-348-8612 ext. 223 jrenaud@ritzlutheranvilla.com |
| Alzheimer Society of Huron County Inc. | PO Box 639, 317 Huron Road Clinton, Ontario N0M 1L0 Cathy Ritsema, Executive Director and Philip McMillan, President 1-800-561-5012 Fax: 519-482-8692 Email: cathy@alzheimerhuron.on.ca | Amber Riehl Family Support Counsellor Phone: 519-482-1482 Fax: 519-482-8692 Email: amber@alzheimerhuron.on.ca |

| Participant | Address for Notice and Contact Person for Notice | Privacy Officer |
|---|--|---|
| Alzheimer Society of Perth County | 1020 Ontario St., Stratford, Ontario N5A 6Z3 Debbie Deichert Executive Director 1-888-797-1882 Fax: 519-271-1231 Email: ddeichert@alzheimperthcounty.com | Madeline Smith msmith@alzheimperthcounty.com Phone: 519-271-1910 |
| Victorian Order of Nurses for Canada-Ontario Branch | VON Canada 2315 St. Laurent Blvd, Suite 100 Ottawa, ON K1G 4J8 Brian Lyons | Michele Lawford General Counsel and Chief Privacy Officer Phone: 613-875-1237 Fax: 613-230-4376 |
| Cheshire Homes of London Inc. | 1111 Elias Street – Unit #2 London, ON N5W 5L1 Judi Fisher, Executive Director 519-439-4246 ext. 226 judi.Fisher@cheshirelondon.ca | Justyna Borowiec Director of Community Support Phone: (519) 439-4246 ext. 228 Fax: 519-439-4815 Email: justyna.borowiec@cheshirelondon.ca |
| Dale Brain Injury Services Inc. | 815 Shelbourne Street London, ON N5Z 4Z4 Sue Hillis, Executive Director 519-668-0023 ext. 101 shillis@daleservices.on.ca | Cassandra Taylor Phone: 519-668-0023 ext. 119 cassiet@daleservices.on.ca |
| Family Services Perth-Huron | 142 Waterloo Street South Stratford, ON N5A 4B4 Susan Melkert, Executive Director Nick Forte, Board President | Steve Malcho Phone: 519-273-1020 Fax: 519-273-6993 smalcho@fsph.ca |
| Spruce Lodge Home Assistance Corporation | 643 West Gore Street Stratford, ON N5A 1L4 Peter Bolland, Administrator | David Schlitt, Business Manager Email: davids@sprucelodge.on.ca Phone: 519-271-4090 ext 2220 |
| The Corporation of the Town of St. Marys | PO Box 998 317 James St South St Marys, ON N4X 1B6 Brent Kittmer, CAO/Clerk | Trisha McKibbin, Director of Corporate Services/Deputy Clerk 175 Queen Street East, PO Box 998 St Marys, ON N4X 1B6 Phone: 519-284-2340 ext 241 Fax: 519-284-2881 tmckibbin@town.stmarys.on.ca |

SCHEDULE B

PARTICIPANT AGREEMENT

This Participant Agreement is entered into by **[insert name]** ("Participant") as of the 29th day of September, 2017 (the "**Effective Date**").

The undersigned confirms that:

(a) it is a party to the Data Sharing Agreement (as defined in the Amended and Restated Network Services Agreement) and has provided to ONE CARE an executed copy of the Data Sharing Agreement; and

(b) it is a Health Information Custodian in accordance with PHIPA.

For good and sufficient consideration (the receipt of which is hereby acknowledged), the undersigned hereby agrees to become a party to the attached Amended and Restated Network Services Agreement effective as of the 29th day of September, 2017 (the "**Network Services Agreement**") entitled to all of the rights and subject to all of the liabilities and obligations imposed upon a Participant under the Network Services Agreement.

On execution of this Participant Agreement, the Participant shall be added to Schedule A of the Network Services Agreement listing all Participants and their addresses for notice.

IN WITNESS WHEREOF, this Participant Agreement has been executed by the Participant as of the Effective Date:

) **[Insert name of Participant]**
)
)
) Per: _____
) Name:
) Title:
)
)
) Per: _____
) Name:
) Title:
) I/We have the authority to bind the corporation
)

SCHEDULE C SERVICES

Network Services

ONE CARE shall provide the following Network Services:

- (a) providing a virtual private network known as Total Health Care to enable the Participants to communicate PHI and other data to and from ONE CARE and between each other and providing secure facilities for communication of PHI to and from ONE CARE and third parties (the “**Network**”); and
- (b) as specifically agreed, providing computer hardware and software facilities to receive, store and transmit data including PHI.

Other Services

ONE CARE shall provide the following services as Agent for Participants:

- (a) maintaining database files on behalf of each Participant with respect to the PHI under that Participant’s custody or control;
- (b) prepare and communicate to Participants aggregate analyses and reports respecting the services provided to clients or patients of the Participants; and
- (c) as specifically directed by a Custodian Participant, communicate PHI under its custody or control to one or more other Participants and/or to their service providers and/or other Health Information Custodians.

SCHEDULE D

PLAIN LANGUAGE DESCRIPTION OF NETWORK SERVICES AND SECURITY

Network Services

As required in connection with the Services, ONE CARE shall provide the following information systems, information management and information technology services to enable the Participants to disclose PHI to one another and to third parties:

- providing a virtual private network to enable the Participants to communicate PHI and other data to and from ONE CARE and between each other and providing secure facilities for communication of PHI to and from ONE CARE and third parties; and
- as specifically agreed, providing computer hardware and software facilities to receive, store and transmit data including PHI.

Other Services

ONE CARE shall provide the following services as Agent for Participants:

- maintaining database files on behalf of each Participant with respect to the PHI under that Participant's custody or control;
- prepare and communicate to Participants aggregate analyses and reports respecting the services provided to clients or patients of the Participants; and
- as specifically directed by a Custodian Participant, communicate PHI under its custody or control to one or more other Participants and/or to their service providers and/or other Health Information Custodians.

It is ONE CARE Policy to:

- Ensure, to the best of our abilities collectively and individually, apply the principles of the CIA (Confidentiality, Integrity and Availability) triad to the information and services we provide.
- Demand individual accountability for unauthorized or inappropriate use, access, disclosure, destruction, modification, or interference with the normal operations and data flows of any service offered or owned by ONE CARE. Any person whom violates this policy, including employees, contractors, or managers may be disciplined up to and including immediate dismissal or termination of contract.
- Establish policies, procedures, and guidelines that will enable safeguards around PHI or other personal information, and ensure that ONE CARE adheres with HIPA regulations and principles.
- Protect data and services that are part of business processes throughout their lifecycle.
- Establish and support an Information Security Management System that adheres to well-known standards and best practices.

SCHEDULE E



Total Health Care Agency Authority Form

IT-G-30011

The only official version of ONE CARE documents is the on-line version.

Purpose of this Form:

Individuals listed on this form need to be authorized by their agency, to allow them to manage user access to Total Health Care and support ongoing Total Health Care operations. This form is used to add, change, and remove information related to the agency's User Authority and Privacy Officer roles.

Agency Authority Definitions:

User Authority (UA) – is responsible to authorize additions/deletions/changes to User Accounts. Requests password resets and reactivations.

Privacy Officer (PO) – individual who is identified as the privacy contact on the Data Sharing Agreement (DSA) and has the same responsibilities as the UA.

Two User Authorities must be named.

SECTION A: AGENCY INFORMATION

Agency Name:

Agency ID:

Address:

SECTION B: REQUEST TYPES

| | | |
|----------------------------|--------------------------------------|--------------------|
| 1 <input type="checkbox"/> | Add Individual(s) | Complete Section C |
| 2 <input type="checkbox"/> | Update Information for Individual(s) | Complete Section D |
| 3 <input type="checkbox"/> | Remove Individual(s) | Complete Section E |

SECTION C: ADD INDIVIDUAL(S) TO AGENCY AUTHORITY ROLE(S)

| Add Individual | Name | Email | Telephone |
|-----------------------------|------|-------|-----------|
| <input type="checkbox"/> UA | | | |

| | | | |
|--|-----------------------------|------------------------|--|
| UA Signature: | | | |
| <input type="checkbox"/> UA | | | |
| UA Signature: | | | |
| <input type="checkbox"/> PO | | | |
| PO Signature: | | | |
| SECTION D: UPDATE INFORMATION FOR INDIVIDUAL(S) | | | |
| Contact Information Type | Previous Information | New Information | |
| Agency Authority Role | | | |
| Name | | | |
| Email Address | | | |
| Telephone | | | |
| Signature (Required for Name Change) | | | |

| | | | |
|---|-------------|--------------|------------------|
| SECTION E: REMOVE INDIVIDUAL(S) | | | |
| Authority Role | Name | Email | Telephone |
| | | | |
| | | | |
| AGENCY SIGNATURES REQUIRED | | | |
| Where addition(s), change(s) or removal(s) are made with respect to the UA, the PO must sign to authorize the change. | | | |
| PO Name | | | |
| PO Email | | | |
| PO Telephone | | | |
| PO Signature | | | |
| Date | | | |

All other changes can be made by the UA

UA Name

UA Email

UA Telephone

UA Signature

Date

Please complete this form , have it signed and submit this form electronically to

THCAccess@onecaresupport.ca

SCHEDULE F

USER AGREEMENT

A user account with Total Health Care (“**THC**”) allows authorized personnel to access data on the THC database housed by ONE CARE. This agreement outlines the responsibilities that accompany THC access. Possession of a user account entails responsibility for all users whose data is accessible through THC.

You acknowledge that you have been granted access to the THC in connection with your responsibilities and duties. In being granted access to the THC, you may have access to certain health records relating to clients of one or more health information custodians (“**custodians**”) which are now or may hereafter be participating in the THC.

In consideration of being granted access to personal health information (“**PHI**”) of clients through the THC by your employer, you agree that:

1. You will comply with all relevant laws, including the *Personal Health Information Protection Act, 2004*.
2. You will access and use personal information and PHI from THC only for the purposes of providing health care (or assisting in the provision of health care) to the individual to whom the PHI belongs (the “**Client**”). Furthermore, you will limit any access and use, to what is necessary for these purposes. You will not access the PHI of your family members, friends or colleagues.
3. You will maintain the confidentiality of all data in THC, and will not communicate this data to any other person except within the “circle of care” for the Client.
4. You will ensure that you have express consent of the Client before collecting and using personal information or PHI from an agency that is not a custodian or disclosing PHI to an agency that is not a custodian.
5. If you become aware that the Client (or the Client's substitute decision-maker) has withheld or withdrawn consent for the collection, use or disclosure of the Client's PHI, you will cease all access, use and disclosure of this PHI. You will advise your employer's Privacy Officer, immediately.
6. If you transcribe, print or duplicate a Client's record (or any portion of it) from THC you will ensure that this information is either:
 - a) maintained in the hard copy health record of the Client, or
 - b) disposed of in a secure manner in accordance with your employer's procedures.
7. You will not disclose your user name or password. You will not use any other person's user name or password.
8. You will keep your computer access codes (user name and password) or access devices secure and will not share them with others. You will promptly log out of the THC when leaving your work station. You will not circumvent the security features designed into the system.
9. You will access THC in accordance with these Terms and Conditions and any other conditions, policies and procedures that are required by your employer.
10. You understand that in agreeing to these Terms and Conditions, you are entering into a binding legal agreement with your employer and each of the Participants in the THC.

YOU UNDERSTAND that each and every access to the THC is electronically captured and logged. Random, as well as targeted audits are conducted on a regular basis. Should a potential breach of the privacy policies be suspected, a formal breach investigation will be initiated and your access rights to the THC may be temporarily

suspended pending the outcome of the investigation. You understand that one of the other custodians may undertake an investigation and the results of the investigative activities may be shared with my employer.

In the event that you breach any of the provisions of this agreement, you may be subject to disciplinary and/or legal actions up to (and including) dismissal. If these actions result in the suspension or revocation of your right to access Personal Information and PHI in THC as an Authorized User, the health care organizations participating in the THC arrangement will be advised of the actions, as well as the rationale behind them.

Name of Authorized User (Print)

Signature of Authorized User Date

Sign above and forward to THCAccess@onecaresupport.ca along with completed User Account Management Request Form. Retain a copy for agency records.

FORMAL REPORT

To: Chair Stratthdee and Members of Strategic Priorities Committee

Prepared by: Grant Brouwer, Director of Building and Development

Date of Meeting: 15 May 2018

Subject: **DEV 20-2018 Sign By-law Update**

PURPOSE

The purpose of this staff report is to provide the Strategic Priorities Committee with an update on the draft Sign By-law based on the comments received from the consultation with downtown property owners, business owners, Heritage Committee and the BIA in regards to the Sign By-law infractions and enforcement issues.

RECOMMENDATION

THAT DEV 20-2018 Sign By-law Update be received; and,

THAT Staff bring the draft by-law forward to Council with the changes as discussed.

BACKGROUND

At the March 21, 2017 regular Council meeting Council received a letter from the St Marys Heritage Committee outlining the Committee's dissatisfaction with the current enforcement of the Town's Sign By-law. Council directed staff to report back to Council with further information.

Resolution 2017-03-21-05

THAT staff report back with an education campaign of the Sign By-law Enforcement.

At the April 25, 2017 regular Council meeting, Council received DEV 10-2017 which outlined information related to sign by-law enforcement in the Town of St. Marys. Highlights from this report include:

- Unless there is an apparent health and safety concern, staff has historically enforced the Sign By-law through a complaint driven process, and has reacted to these complaints through a written process, much like the Town's Property Standards By-law.
- Staff conducted a tour of the Central Commercial District (CCD) on March 23, 2017 and cataloged all of the current signs. The CCD has approximately 84 signs of different shapes and forms;
 - of the 84 signs, only 33 have had permits issued
 - of the 84 signs, only 11 were installed prior to the sign by-law being in force in 2005
 - With the 51 signs that have no record of permits being issued, approximately 50% of them would pass the current bylaw leaving approximately 25 signs that would need to be replaced or a variance issued by Council. Common issues observed included:
 1. The business owner may have had a sign permit at one location, moved to a different address, and installed the same sign without applying for a permit
 2. Signs in, on, or behind windows

3. All sidewalk signs (mainly not entering into an agreement with the Town)

Due to the high number of signs not compliant with the Town's Sign By-law, staff recommended in the report that the Town move to a proactive enforcement model. To address current non-compliances staff proposed a grace period to allow the Town to establish an information campaign to ensure each property and business owner understood the status of their sign and allow them time to apply for a sign permit.

Council received the report and provided the following direction to staff:

Resolution 2017-04-25-20

THAT Staff consult with the downtown property owners, business owners, and the BIA in regards to the Sign By-law infractions and enforcement issues with a report back to Council; and,

THAT Staff report back on an alternative approval process for sandwich boards.

Staff prepared DEV 36-2017 which was discussed at Strategic Priorities Committee on Tuesday November 21, 2017.

At that meeting the Committee passed the following resolution:

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.

Along with the above direction, the Committee wanted Staff to investigate the Town's liability regarding sandwich boards in the absence of an easement agreement. Council also provided direction to staff to work out the appeal process within the Sign By-law and present the information to Council at a future meeting.

REPORT

Staff has reviewed the by-law and has attached a marked-up version of the by-law to this report. The following chart captures the suggested changes:

| | <u>Paragraph</u> | <u>Title</u> | <u>Wording</u> | <u>Addition or Removal</u> | <u>Reasoning</u> |
|---|------------------|--------------|---|----------------------------|---|
| 1 | 1.0 | Definitions | "Heritage Conservation District" mean the collection of buildings, streets, landscapes and open space that has been designated under Part V of the Ontario Heritage Act and specifically defined within Town of St. Marys Bylaw 62-2012. | Addition | to give clarity to the Heritage Conservation District |
| 2 | 1.0 | Definitions | "Heritage Conservation District Plan" means the document which provides guidelines for residents and property owners regarding the appropriate conservation, restoration and alteration activities within the Heritage Conservation District. | Addition | to give clarity to the Heritage Conservation District |

| | | | | | |
|---|--------|---|--|------------------|---|
| 3 | 4.1 | Sign not Requiring a Permit | (xxi) and sidewalk signs | Addition | to remove the requirement for sidewalk signs requiring a permit |
| 4 | 5.1. | Sign Permit Information | (xii) evidence of insurance as stipulated in Section 19.0(h), 20.0(b) and 21.4(iv), if applicable. | Removal | removing the requirement for an easement for awning signs and sidewalk signs. |
| 5 | 5.4. | Inflatable and Sidewalk Sign Permit Information | removal of "Sidewalk Sign" from the title | Removal | removing the requirement for a permit for sidewalk signs |
| 6 | 9.0(e) | Central Commercial District | (e) The owners of the existing signs that do not conform to the requirements of this By-law on the date the By-law is passed shall (are encouraged to) bring such signs into conformity with this By-law within five (5) years of the date of passing the By-law or sooner where such sign is altered or requires repair or maintenance; | wording adjusted | to help bring conformity of the bylaw with a specific time frame, remove of encouraged and replaced with shall. |
| 7 | 9.0(g) | Central Commercial District | (g) All applications for signs shall be reviewed by the Town Heritage committee for comments prior to the issuance of a sign permit. | Removal | only one committee will review sign permit applications, looking to streamline the process. |
| 8 | 9.0(h) | Central Commercial District | (h) Notwithstanding Sections 13.0 and 15.0, ground signs in the Central Commercial District shall be restricted to 1.4 metre in height by 2.0 metres in width and shall be located a minimum of 3.0 metres behind the property line; | Removal | often not permitted due to location and construction type |

| | | | | | |
|----|---------------|-----------------------------|---|----------|--|
| 9 | 9.0(ii) | Central Commercial District | (i) In addition to 9.0 a-i, those properties within the Central Commercial District which fall within the Heritage Conservation District are required to follow the principles, practices and guidelines contained with the Heritage Conservation District Plan. This includes submitting a heritage permit for all sign relocations, alterations and new signs to the Building and Development Department. | Addition | to help bring clarity to the process |
| 10 | 9.0(j) | Central Commercial District | (j) In addition to 9.0 a-i, those properties within the Central Commercial District which fall within the Heritage Conservation District are required to follow the principles, practices and guidelines contained with the Heritage Conservation District Plan. This includes submitting a heritage permit for all sign relocations, alterations and new signs to the Building and Development Department. | Addition | to help give clarity to the process |
| 11 | 13.0. Table 4 | Commercial Signs | removal section 9.1 (viii) | Removal | as per item 5 |
| 12 | 20.0(b) | Awning Signs | (b) No person shall erect or maintain any sign which shall wholly or partially project onto any public road allowance, or any sign that if it were to fall would fall onto any public street, without first entering into an agreement with the Town indemnifying the Town from and against all manner of claims for damage, loss, expense or otherwise, arising from the erection, maintenance, removing or falling of such projecting sign or part thereof. | Removal | agreement with the Town no longer required |
| 13 | 21.3(vi)(g) | Portable Signs | vi) (g) a portable sign shall not be in colours other than black and white, and sign characters in fluorescent, neon, day glow or day bright colours are prohibited. | Removal | to keep up with the industry standard |

| | | | | | |
|----|-----------|------------------|--|---------|---|
| 14 | 21.4(iii) | Sidewalk Signs | (iii) No person shall erect or maintain any sidewalk sign on any public street without first consulting and entering into an Agreement with Town indemnifying the Town from and against all manner of claims for damage, loss, expense or otherwise, arising from the erection, maintenance, removing or falling of such sign or part thereof. | Removal | removing the requirement for the need for entering into an agreement with the Town. |
| 15 | 21.9(xi) | Inflatable Signs | (xi) Before being issued a sign permit for an inflatable sign, the applicant shall provide confirmation to the Town that a minimum of \$2,000,000.00 of valid comprehensive general liability insurance is in effect. | Removal | removing the requirement for the need insurance. |

In addition, staff have spoken briefly with the Town's insurer and they are looking into the question about removing the encroachment agreement for sidewalk and awning signs.

As for variances and appeals, Staff would like to be the champions of this process for signs of short duration such as the Quilt Show, Community Players, and the banner for the Canadian Baseball Hall of Fame and Museum to streamline the approval process. For permanent signs that require a variance, staff would still bring these forward to Council for approval.

Staff, through the Economic Development department, is currently working on a Welcome Package for new and existing businesses to help them understand different processes that happen within the Town.

SUMMARY

The proposed amendments to the Sign By-Law intend to capture the comments collected internally, and from the public and merchants through the formal open house and subsequent discussions. Staff is seeking direction to bring forward an amended by-law for Council's approval reflecting the changes noted above.

FINANCIAL IMPLICATIONS

None

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar # 3 Balanced Growth:
 - Outcome: A key to growth is to ensure a vibrant and sustainable commercial sector.
 - Tactic(s): Create a welcome wagon program for new businesses; website development; process of downtown revitalization
 - Pillar #4 Culture and Recreation and Pillar #5 Economic Development
 - Priority: Downtown Revitalization Plan

- Tactics:
 - Investigate options for incentivizing or enforcing standards for heritage properties after the review of the HCDP
 - New development should conform to the existing heritage aesthetic as per either the Heritage Conservation District Plan or the new cultural initiatives approach
- Pillar #5 Economic Development
 - Outcome: Emphasize culture as a key economic driver for the community.
 - Tactic(s): Provide an attractive and well-functioning streetscape in the downtown core.

OTHERS CONSULTED

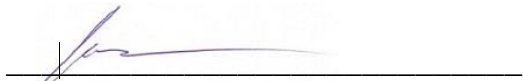
St. Marys Heritage Committee
Trisha McKibbin, Director of Cooperate Services
Jed Kelly, Director of Public Works

ATTACHMENTS:

None

REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
CAO / Clerk

THE CORPORATION OF THE TOWN OF ST. MARYS

BY-LAW No.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;

WHEREAS Section 11.1 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, herein referred to as the “Act”, provides that a single-tier municipality may pass by-laws respecting matters within its spheres of jurisdiction;

AND WHEREAS Structures and signs are within the sphere of jurisdiction of The Corporation of the Town of St. Marys;

AND WHEREAS Section 99.2 of the Act provides that a municipality may, by by-law prohibit and regulate the message, content and nature of signs, advertising and advertising devices, including any printed matter, oral or other communication or thing, promoting adult entertainment establishments, and to pass by-laws with respect to any other business or person;

AND WHEREAS Section 99.3 of the Act provides for a municipality to enter land and pull down or remove an advertising device, at the expense of the owner of the advertising device, if it is erected or displayed in contravention of the by-law;

AND WHEREAS Section 99.4 of the Act provides that the By-law does not apply to an advertising device that was lawfully erected or displayed on the day the by-law comes into force if the advertising device is not substantially altered, and the maintenance and repair of the advertising device or a change in the message or contents displayed shall be deemed not in itself to constitute a substantial alteration.

AND WHEREAS Section 99.5 of the Act authorizes a municipality to approve minor variances from the by-law if in the opinion of the municipality the general intent and purpose of the by-law are maintained;

AND WHEREAS Schedule “A” and Schedule “B” attached hereto shall form part of this By-law;

NOW THEREFORE the Council of The Corporation of the Town of St. Marys hereby enacts the following:

This By-law may be commonly referred to as the “Sign By-law”.

1.0 Definitions

The following words shall have the following meanings in this By-law:

“**Abandoned sign**” means a sign located on property which becomes vacant and unoccupied for a period of 90 days or more, or any sign that pertains to a time event or purpose that no longer applies.

“**Abandoned Non-applicable Sign**” means any sign, which advertises or publicizes an activity or business no longer conducted on the property upon which such sign is maintained.

“**Address Sign**” means a fascia or ground sign on which the copy is limited to the name and addresses of a place, building, business, organization, person, or occupancy of the premises it identifies but does not include a sign that only contains the numerical municipal address.

“**Address Sign–Residential Development**” means an address sign that identifies a residential development including a subdivision, vacant land condominium or townhouse development.

“**Advertising Device**” means any device or object erected or located so as to attract public attention to any goods or services or facilities or events and includes flags, banners, pennants and lights.

“**Agricultural Sign**” means a sign denoting agriculture or agricultural products.

“**Alter or Alteration**” means any change to the sign structure or the sign face with the exception of the re-arrangement of numerals, letters or copy applied directly to the face of a sign and specifically designed and intended to be periodically rearranged, the repair and maintenance of a sign, and a change in sign copy.

“**Animated Sign,**” means a sign with a sign face that moves in whole or in part and includes a flashing or a rotating sign, but does not include a clock, a time, date or temperature display or an electronic message display.

“**Area of a Sign**” means the number of square metres of the surface of the sign including the border and frame.

“**Awning**” means a space frame system, moveable or fixed, covered with fabric, metal or like material attached and projecting from a building or structure, but not forming an integral part thereof and includes a canopy.

“**Awning Sign**” means a sign with copy painted or affixed flat to the surface of an awning, which does not extend vertically or horizontally beyond the limits of such awning.

“**Banner Sign**” means a sign or advertising device made from cloth, plastic or a similar lightweight non-rigid material.

“**Bed & Breakfast Establishment**” means a single-detached dwelling where guest room/rooms are made available within the said dwelling for temporary accommodation of the traveling or vacationing public and within which breakfast may be provided to those persons temporarily residing therein. A bed and breakfast use must be clearly secondary to the main residential use of the dwelling.

“**Billboard Sign**” means an outdoor sign that advertises goods, products, or services that are not sold or offered on the property where the sign is located, and is either single faced or double faced.

“**Box Fascia Sign**” means an internally illuminated sign attached to a building façade or the sloping portion of a mansard roof.

“**Building Code**” means the regulation called the Ontario Building Code made under the Ontario Building Code Act, as amended from time to time.

“**Building Façade**” means an exterior building wall facing a road allowance and any other building wall, which does not face a road allowance, but through which the main entrance for the public passes or which faces a parking lot.

“**Bulletin Board Sign**” means a board for posting bulletins, posters and announcements, etc., by a non-commercial organization and shall contain an area of less than 2.97 square metres.

“**Business Sign**” means a sign erected and maintained by a person, firm, corporation, business commercial service or industrial enterprise upon which space is displayed the name of the business and/or a description of the product or service made, produced, assembled, sold or stored by such business.

“**Candidate**” shall have the same meaning as in the Canada Elections Act, the Election Act (Ontario) or the Municipal Elections Act, 1996, as applicable, and shall be deemed to include a person seeking to influence other persons to vote for or against any question or by-law submitted to the electors under Section 8 of the Municipal Elections Act, 1996.

“**Cemetery**” means land that is used or intended to be used as a place for the interment of the dead or in which human bodies have been buried, and includes an animal or pet cemetery.

“**Changing Copy Sign**” means a sign constructed so that the message or copy can be changed by manual, electronic, or electro-mechanical means.

“**Channel Lighted Sign**” means Channel lighting is back lighting of individually cut out letters which are themselves opaque.

“**Chief Building Official**” means the Chief Building Official for the Town appointed under the Building Code Act.

“**Commercial Sign**” see “**Business Sign**”.

“**Construction Site Sign**” means a temporary sign that:

- a) Includes, in whole or in part, information identifying or promoting a development and may identify component parts of such building or structure and the persons involved in its design and construction.
- b) relates to or advertises the construction or sale of development or part thereof.

“**Copy**” means the graphic content of a sign surface in either permanent or removable letter, pictorial, symbolic, or numeric form.

“**Corner Sign**” means a sign facing more than one (1) road allowance and/or more than one (1) primary building façades.

“**Council**” means the Council of the Town.

“**Curb**” means the edge of the traveled portion of the highway or roadway.

“**Daylight Triangle**” means a triangular-shaped area formed by measuring from the point of intersection of lot lines abutting a road allowance on a corner lot, the distance required in the Town Zoning By-law, along each such lot line abutting the road allowance and joining such point with a straight line.

“**Designated Light Standard**” means a light standard owned by the Town or Festival Hydro.

“**Directional Sign**” means a sign on the property that gives directions or instructions for the control of vehicular or pedestrian traffic and shall include an entry and exit sign.

“**Display Surface**” means the surface made available by the structure, either for direct mounting of letters and decorations or for the mounting of facing material intended to carry the entire advertising message.

“**Double-faced Sign**” means a ground sign having two (2) sign faces of equal area and proportions which are located exactly opposite each other on the sign structure.

“**Election Sign**” means a sign advertising, promoting or relating to the election of a political party, candidate for public office in a federal, provincial or municipal election, or an authorized question on the ballot.

“**Electronic Media Sign**” means a video monitor or other medium for displaying electronic animated images.

“**Erector**” means anyone who does anything or allows anything to be done or causes anything to be done in the erection, maintenance, repair, installation or placement of any sign.

“**Fascia Sign**” means a sign attached to, marked or inscribed on, erected or placed against a building façade, or supported by or through a building façade and having the exposed face thereof on a plane approximately parallel to the plane of such façade and includes a painted wall and awning sign. A fascia sign shall not include any other sign defined in the By-law unless otherwise stated.

“**Finished Grade**” means the elevation of the finished surface of the ground adjoining the base of all exterior **building façades** or the elevation of the finished surface of the ground at the base of a structure, exclusive of any artificial embankment at the base of such building or structure.

“**Flashing Sign**” means a luminous or illuminated sign, fixed or rotating upon which the source or artificial light is not stationary or the intensity or colour is not constant but does not include signs indicating time and/or temperature nor does it include electronic signs.

“**Garage Sale Sign**” means a sign advertising the sale of personal merchandise in a private garage sale held on a property zoned residential.

“**Gas Bar Canopy**” means an open and permanent roof structure, free standing or attached to a building, erected for the purpose of sheltering gasoline pumps.

“**Ground Sign**” means a sign directly supported from the ground without the aid of any other building or structure other than the sign structure.

“**Height of Sign**” means the actual distance from the finished grade to the highest point of the sign.

“**Heritage Conservation District**” mean the collection of buildings, streets, landscapes and open space that has been designated under Part V of the Ontario Heritage Act and specifically defined within Town of St. Marys Bylaw 62-2012.

“**Heritage Conservation District Plan**” means the document which provides guidelines for residents and property owners regarding the appropriate conservation, restoration and alteration activities within the Heritage Conservation District.

“**Home Occupation**” means an occupation and/or profession conducted entirely within a dwelling unit in a single-detached dwelling or a semi-detached dwelling by a person residing permanently in the unit.

“**Illuminating Device**” means any device employing artificial lighting intended to draw attention to a sign whether designed to function internally or externally in reference to a sign.

“**Industrial Sign**” means a sign, which advertise goods or the manufacture of goods.

“**Inflatable Sign**” means a sign or advertising device designed to be airborne and tethered to the ground or any other structure and shall include balloons and any other inflatable advertising device.

“**Institutional Sign**” means any sign pertaining to government departments and agencies, hospital, churches, schools, service clubs and similar organizations.

“**Lot**” means a parcel of land, described in a registered deed or other document legally capable of being conveyed:

- a) **Lot, Corner** means a lot where a front lot line and an exterior side lot line intersect at a corner, and may include a through lot.
- b) **Lot, Interior** means any lot, other than a corner lot, which abuts a street.
- c) **Lot, Through** means any interior lot having at least two (2) street lines.

“Lot frontage” means the horizontal distance between the side lot lines of a lot measured along the front line of the said lot. Where it is corner lot, horizontal distance between the side lot line and the street line.

“**Marquee Sign**” shall mean a sign attached to any roof-like structure or overhang constructed as a permanent part of a building over the entrance to the building, which structure or overhang projects more than 0.3 metre from the exterior wall of the building.

“**Menu Board**” means a sign erected as part of a drive-through facility and used to display and order products and services available in association with drive-through business.

“**Multi-faced Sign**” means a sign having more than two faces.

“**Official Sign**” means a sign required by or erected under any statute or by-law or other directive of any federal, provincial or municipal government or agency thereof or any board or commission and shall include a permanent sign erected on a public road allowance to inform the public of the location of public buildings, hospitals, public libraries, institutions, places of worship, parks, recreational or educational facilities, traffic regulations, parking regulations, street identification or Town identification including T.O.D.S. signs.

“**On-Premise sign**” means a sign relating in its copy to the premises on which it is located.

“**Open House Directional Sign**” means a temporary portable sign intended to direct traffic to a residence for sale or lease.

“**Owner**” means the registered owner of the property.

“**Painted Wall Sign**” means any sign painted, applied as paint, or film or any other covering including mural to any building façade or other integral part of a building without the use of independent supports or frames.

“**Permit**” means a document granting permission to do something.

“**Person**” means an individual, business, firm, corporation, association or partnership.

“**Point of Sale Sign**” means a sign erected and maintained upon which there is displayed advertising copy describing products or services which are made, produced, assembled, sold, stored or available from the property upon which the sign is erected.

“**Pole Sign**” means a sign directly supported from the ground without the aid of any other building or structure other than the sign structure.

“**Portable Sign**” means a sign not permanently affixed to the ground and designed in such a manner as to be capable of being moved from place to place but does not include a sidewalk sign.

“**Poster**” means a printed notice conveying information intended to be displayed for a temporary period of time and includes but is not limited to a bill, handbill, leaflet, notice, placard and election sign.

“**Pre-Menu Board**” means a sign erected as part of a drive-through facility and only used to display products and services available in association with a drive-through business.

“**Premises**” see definition of “**Property**”.

“**Produce Sign**” means a sign advertising seasonal locally grown produce for sale.

“**Projecting Sign**” means a type of sign hanging perpendicularly from a building façade.

“**Property**” means a parcel of land including all buildings and other structures thereon having specific boundaries and being capable of legal transfer.

“**Property Line**” means any boundary that divides a lot from another lot or road allowance or highway.

“**Public Property**” means property owned by all levels of the Government.

“**Pump Island Sign**” means a sign on top of gasoline service pumps or on the columns of a gas bar canopy, on guard posts or freestanding on a gasoline pump apron.

“**Readograph**” means a sign on which a copy is changed manually with letters on pictorial panels.

“**Real Estate Sign**” means a sign that advertising property or premises for sale, lease or rent.

“**Religious Institution**” means a building or structure used by a congregation or organization dedicated to worship and related religious, social and charitable activities, with or without an auditorium, convent or monastery, or clergy residence as uses accessory thereto.

“**Repair or Maintenance**” means anything done to preserve the condition of a sign or to prevent the deterioration of the sign and includes the restoration of a sign by removing or replacing worn out, missing, damaged or broken parts.

“**Residential Property**” means property zoned residential in accordance with relevant Zoning By-law of the municipality.

“**Road Allowance**” means that portion of public property allowed for a highway established by the Town.

“**Roof Sign**” means a sign, which is erected, constructed or supported on or above a roof of a building.

“**Shopping Centre**” means a building designed, constructed, operated or maintained as a unit containing at least five (5) physically separate and independent retail stores which may be connected by a common corridor and which is provided with common parking areas, driveways, landscaped open space and other shared accessory facilities and services and which is held under single ownership, condominium ownership, co-operative or similar arrangement.

“**Sidewalk Sign**” means a free standing sign placed on but not permanently anchored to the ground, consisting of signs commonly referred to as A-frame, T-frame and sandwich boards but shall not mean or include any other sign defined in this By-law.

“**Sidewalk**” means that portion of a road allowance between the curb and property line designed and constructed with the hard surface primarily to facilitate the movement of pedestrians.

“**Sight Triangle**” see definition of “**Daylight Triangle**”.

“**Sign**” means any surface, structure and other component parts, which are used or capable of being used as a visual medium to attract attention to a specific subject matter for identification, information or advertising purposes and includes an advertising device or notice. A window display shall be deemed not to be a sign for the purposes of this bylaw.

“**Sign Area**” means the entire area of a sign face.

“**Sign Face**” means that portion of a sign, excluding the sign structure, upon which, as part of, against or through which the message of the sign is displayed.

“**Sign Owner**” means the owner or lessee of a sign, or his/her agent. Where there is no owner, lessee or agent for a sign or such person cannot be determined with certainty, the sign owner shall be deemed to be the person or business having the use or major benefit of the sign, or if such person or business is unknown, the sign owner shall be deemed to be the owner of the property upon which the sign is situated.

“**Sign Structure**” means anything used to support or brace a sign face and which is attached to the ground or a building or structure.

“**Storey**” means that portion of a building, other than attic, basement or cellar, which is situated between any floor and the ceiling or roof next above it.

“**Storey, First**” means the storey with its floor closest to the finished grade level and having its next floor level 2.0 metres or more above the finished grade level.

“**Street Line**” means the limit of the road allowance and is the dividing line between a lot and a street.

“**Subdivision Sign**” shall mean a sign permitted through a subdivision agreement under Section 51 of the Planning Act, R.S.O. 1990.

“**Temporary Directional Sign**” means a sign erected to advertise the location of a newly established business, such business having been operational for a period not exceeding six months and such a sign is permitted for not more than thirty (30) days.

“**Town**” means The Corporation of the Town of St. Marys.

“**Traffic Sign**” means a sign, marking or device placed for the purpose of regulating or prohibiting traffic.

“**Utility Pole**” means a pole that supports utility services such as electricity, telephone or cable T.V.

“**Unsafe**” when used with respect to a sign or sign structure means a condition that is or could be hazardous.

“**Visual Obstruction**” means a sign which when so erected impairs the views of the public as may be determined by the Town.

“**Wall Sign**” means a sign, which is attached directly to a building façade.

“**Window Sign**” means a sign posted, painted, placed or affixed in or on a window exposed to public view, and shall include an interior sign that faces a window exposed to public view and located within one (1) metre of a window.

“**Zone**” means the area of a defined land use zone in the Town Zoning By-law passed under the Planning Act, 1990, R.S.O. 1990, Chapter P.13, or any predecessor or successor thereof.

“Zoning By-law” means any by-law regulating the use of lands or the character, location and the use of the buildings and structures in the Town and passed pursuant to the Planning Act.

2.0 Administration

This By-law shall be administered by the Chief Building Official and/or Director of Public Works and/or their designate. For those signs on private property the Chief Building Official or their designate shall administer this by-law. For those signs on public road allowance the Director of Public Works or their designate shall administer this by-law.

3.0 Interpretation

Words importing the singular number or the masculine gender may include more persons, parties or things of the same kind than one, and females as well as males in the converse.

4.0 General Provisions

- a) No person shall erect, display, alter or allow the erection, display, or alteration of any sign within the Town on publicly or privately owned property without obtaining a permit under this By-law, save and except the provisions of Section 4.1 below.
- b) Except for an official sign or a sign otherwise permitted in this By-law or authorized by the Town, no sign is permitted on, over, partly on or over a road allowance.
- c) No person shall erect a sign in a location, which may interfere with or damage any above or below ground municipal or utility services, which have been lawfully placed at the location or on a tree on Town property.
- d) No person shall attach, affix or display any sign or advertising device on a vehicle or trailer, which is parked or located for the primary purpose of displaying said sign or advertising device.
- e) No person shall attach, affix or display any sign or advertising device on a tree on public owned property.
- f) Illumination shall be subdued in a manner not to interfere with the quiet enjoyment of any neighbouring properties.

4.1 Signs Not Requiring a Sign Permit

Notwithstanding Section 4.0 (a) and (b), a sign permit is not required for the following signs and all such signs shall comply with all other requirements of this By-law:

- (i) official signs or signs pertaining exclusively to public safety;
- (ii) election signs, erected in accordance with Section 21.2;
- (iii) a non-illuminated trespassing, safety or other warning sign not exceeding 0.5 square metres in sign area;
- (iv) an address sign not exceeding 0.2 square metres in sign area unless otherwise provided for in this By-law;
- (v) flags of corporations, government, educational, or religious organizations;
- (vi) emblems or insignia of patriotic, civic, educational, or religious organizations;
- (vii) commemorative plaque or cornerstone of a non-advertising nature;
- (viii) a directional sign in accordance with Section 17.0;
- (ix) a construction site sign on a construction site in all zones in accordance with Section 21.6;
- (x) a sign other than an on-premises ground sign or fascia sign, erected, displayed or stored on the business premises of a sign manufacturer or contractor;
- (xi) a poster sign;
- (xii) a sidewalk sign in accordance with Section 21.4;
- (xiii) a real estate sign in accordance with Section 21.5;
- (xiv) a garage sale sign in accordance with Section 21.7;
- (xv) an open house directional sign in accordance with Section 21.8;
- (xvi) a banner installed by the Town;
- (xvii) a sign for a contractor undertaking landscaping, home repairs or renovations, provided such sign is erected no more than 2 days prior to the commencement of the project and is removed from the property immediately after the project is completed;
- (xviii) a fund raising sign, for a charitable or non-profit organization provided only one sign is erected per lot frontage and the sign is erected only for the duration of the event and is located on the property use by the organization;
- (xix) a subdivision sign in accordance with Section 21.10;
- (xx) ~~and~~ a pump island sign.
- (xxi) ~~and sidewalk signs~~

4.2 Prohibited Signs

Any sign not expressly permitted by this By-law is prohibited and without limiting the generality of the foregoing, the following signs are specifically prohibited:

- (i) abandoned sign;
- (ii) abandoned non-applicable sign;
- (iii) a banner other than a banner located within a public road allowance and approved by the Town;
- (iv) flashing or animated sign;
- (v) projecting sign except as provided for in Section 19.0;
- (vi) a marquee sign;
- (vii) a roof sign;
- (viii) a sign located so as to create a visual obstruction for any pedestrian or motor vehicle driver so as to create an unsafe condition;
- (ix) a sign interfering with or creating a visual obstruction an authorized traffic sign, traffic signal, or official sign or any sign capable of being confused with such a traffic sign, traffic signal or official sign;
- (x) a sign located within a daylight triangle;
- (xi) a sign advertising a business, materials and/or services that are not situated on the same property as the sign;
- (xii) a sign advertising a use that is not permitted under the Town's Zoning By-law as amended;
- (xiii) a billboard sign; and
- (xiv) an electronic media sign.

5.0 Sign Permits

- a) All signs shall comply with all other applicable Town By-laws and all other applicable law. All signs shall be erected and designed in accordance with the requirements of the Ontario Building Code Act, as amended.
- b) Every applicant for a sign permit shall complete a sign permit application provided by the Building and Zoning Department, submit all necessary plans and drawings, and pay all applicable fees as set out in Schedule "A" to this By-law.
- c) If the matters mentioned in any application for a permit, or if the drawings, specifications or plan of survey submitted with the application indicate to the Chief Building Official that the work proposed to be done will not comply in all respects with the provisions of this By-law, the Building Code, the Zoning By-law and all other applicable regulations, the Chief Building Official shall refuse to issue a permit therefore, and no permit shall be issued.
- d) Where the sign permit application meets all the requirements of this By-law and any other applicable laws, a sign permit shall be promptly issued by the Chief Building Official or his/ her designate.

5.1 Sign Permit Information

All plans and drawings accompanying a sign permit application for a permanent sign shall be provided in duplicate and shall contain the following information:

- (i) a site plan drawn to scale showing all measurements in metric;
- (ii) the municipal address and legal description of the property;
- (iii) the existing or proposed use of the property;
- (iv) the zoning category of the property;
- (v) the location of all existing buildings and their entrances;
- (vi) the location of all driveways and parking areas on the property;
- (vii) the location and dimensions of the frontage and all boundaries of the property on which the sign is proposed to be erected;
- (viii) the location of the proposed sign on the property;
- (ix) details of the sign drawn to scale, including dimensions, materials, colours, text, graphics, sign area and any other information as may be required to determine compliance with this By-law;
- (x) other information as determined by the Chief Building Official with respect to the building including architectural and structural drawings as may be necessary to determine if the building is structurally capable, under the Ontario Building Code, of supporting the sign or advertising device;
- (xi) authorization of the owner of the property on which the sign is to be erected or displayed; and
- (xii) ~~evidence of insurance as stipulated in Section 19.0(h), 20.0(b) and 21.4(iv), if applicable.~~

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5.2 Fascia Sign Permit Information

In addition to the information required under Section 5.1, all plans and drawings accompanying an application for a fascia sign permit shall contain the following information for a building or unit in a multi-unit complex:

- (i) the dimensions of the building, wall or unit on which the fascia sign is to be affixed;
- (ii) the location of all building or unit entrances;
- (iii) the names of the occupants of each unit which is the subject of the application; and
- (iv) identification of any existing sign on the building or unit

5.3 Ground Sign and Construction Site Sign Permit Information

In addition to the information required under Section 5.1, all plans and drawings accompanying an application for a ground sign or a Construction Site Sign permit shall contain the following information:

- (i) the location of any existing structures, parking areas, walkways, driveways, loading areas, vehicular access and egress points and existing ground signs on the property;
- (ii) the identification by location, description, dimension and ownership of any existing or proposed easements or rights of way over the land and property;
- (iii) the location of all landscaped areas adjacent to the sign; and
- (iv) the setback of the proposed sign from the property line.

5.4 Inflatable and Sidewalk Sign Permit Information

In addition to the information required under Section 5.1, all plans and drawings accompanying an application for an inflatable sign or sidewalk sign permit shall contain the following information:

- (i) the location of the sign;
- (ii) the dimensions of the sign drawn to scale and the sign area;
- (iii) the distance from the sign to the nearest street line, sidewalk, driveway, ground sign, inflatable sign, landscaping features, planting beds and/or street furniture; and
- (iv) engineered drawing indicating the method of securing the inflatable sign.

6.0 Expiration of a Sign Permit

Subject to the provisions of Section 7.0 below, every permit issued by the Town shall expire six (6) months from the date of issuance unless the sign is erected or displayed for its intended purpose and the permit shall become null and void upon the removal of the sign.

7.0 Renewal of a Sign Permit

Where a permit has been issued and before it has expired, an application may be made to extend the permit for one further period of six (6) months at no extra charge.

8.0 Revocation of a Sign Permit

The Chief Building Official may revoke a sign permit, prior to the sign being erected, under the following circumstances:

- a) where the permit has been issued in error by the Town; or
- b) where the permit has been issued as the result of false, mistaken, incorrect, or misleading statements, or undertakings on the application.

9.0 Central Commercial District

Notwithstanding any other Section of this By-law, the following provisions shall apply in the Central Commercial District as shown in Schedule "B".

- a) The following signs are prohibited in the Central Commercial District:
 - box fascia signs
 - internally illuminated signs
 - flashing signs
 - animated signs
 - roof signs
 - billboard signs
 - electronic media signs
 - inflatable signs
- b) Sign material such as sheet plaster, Plexiglass, aluminum, vinyl or other synthetic material is discouraged unless the applicant for a permit can demonstrate that the material application is appropriate to and does not detract from the age and style of the building or neighbouring buildings;

- c) No sign shall obstruct the significant architectural features of a building and surrounding buildings, including, but not limited to, windows, brackets, sills, decorative masonry and cornice;
- d) Replacement of an existing sign(s) shall conform to the provisions of this By-law.
- e) The owners of the existing signs that do not conform to the requirements of this By-law on the date the By-law is passed ~~are encouraged to shall~~ bring such signs into conformity with this By-law within five (5) years of the date of passing the By-law or sooner where such sign is altered or requires repair or maintenance;
- f) Special consideration for signage variances will be given during special events, for historical significance or where precedents exist;
- g) ~~All applications for signs shall be reviewed by the Town Heritage committee for comments prior to the issuance of a sign permit.~~
- h) ~~Notwithstanding Sections 13.0 and 15.0, ground signs in the Central Commercial District shall be restricted to 1.4 metre in height by 2.0 metres in width and shall be located a minimum of 3.0 metres behind the property line;~~
- i) ~~i) Painted wall signs may only be address signs and must not exceed the size restriction for a fascia sign set out in Section 11.0.~~
- ii) ~~In addition to 9.0 a-i, those properties within the Central Commercial District which fall within the Heritage Conservation District are required to follow the principles, practices and guidelines contained with the Heritage Conservation District Plan. This includes submitting a heritage permit for all sign relocations, alterations and new signs to the Building and Development Department.~~

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10.0 Permitted Sign Types By Sign Class

The sign types listed in Column 1 of the chart below shall only be permitted in the property class as indicated by an asterisk (*) in Column 3 of the chart below. The By-law section applicable to each sign type listed in Column 1 of the chart below is shown in Column 2 of the chart below.

- RES Residential Signs
- COM Commercial Signs
- IND Industrial Signs
- INS Institutional Signs

TABLE 1

| Column #1 | Column #2 | Column #3 | | | |
|------------------------|-----------|-----------|----------------------------------|------|-----|
| Sign Type | Section | RES | COM | IND | INS |
| Awning Sign | 20.0 | | Central Commercial District Only | | |
| Banner | 21.1 | | * | * | * |
| Construction Site Sign | 21.6 | * | * | * | * |
| Directional Sign | 17.0 | | * | * | * |
| Election Sign | 21.2 | * | * | * | * |
| Fascia Sign | 16.0 | * | * | * | * |
| Ground Sign | 15.0 | * | * | * | * |
| Inflatable Sign | 21.9 | | * | * | * |
| Menu Board Sign | 13.0 | | * | Note | |
| Portable Sign | 21.3 | | * | * | * |
| Pre-menu Board Sign | 13.0 | | * | Note | |
| Projecting Sign | 19.0 | | Central Commercial District Only | | |
| Real Estate Sign | 21.5 | * | * | * | * |
| Sidewalk Sign | 21.4 | | Central Commercial District Only | | |
| Subdivision Sign | 21.10 | * | | * | |
| Window Sign | 18.0 | | * | * | |

Note – Menu Boards and Pre-menu Boards for permitted uses in industrial zones shall comply with the requirements of Section 13.0.

11.0 Residential, Institutional and Park Signs

No person shall erect, display, alter, maintain or allow the erection, display, alteration, or maintenance of any type of sign listed in Column 2 below in conjunction with the uses listed in Column 1 below unless the sign complies with the regulations and standards applicable to that sign type in Column 2 below and with any other provisions of this By-law.

TABLE 2

| Column #1 | Column #2 | | | | |
|---|---------------------|---|------------|----------------------|---|
| | Address Sign Fascia | Address Sign Ground | | | Number |
| | Max Sign Area | Max Sign Area | Max Height | Min St. Line Setback | |
| Single Detached Dwelling, Semi Detached Dwelling, Duplex Dwelling, Triplex Dwelling, Fourplex Dwelling, Townhouse Dwelling, Street Townhouse Dwelling, Group Home, Home Occupation, Boarding House, Bed & Breakfast Establishment | 0.4 m ² | 0.4 m ² | 1.2 m | 2.0 m | 1 address sign – fascia or 1 address sign – ground sign per property 1 business and/or address sign for Group Home, Home Occupation, Bed & Breakfast Establishment |
| Apartment, Senior's Apartment, School, Hospital, Religious Institution, Long-term Care Facility | 1.5 m ² | 1.5 m ² for an Address Sign only | 2.0 m | 2.0 m | 1 address sign – fascia and 1 address sign - ground per property |
| Parks and All Other Uses | 1.5 m ² | 1.5 m ² | 2.0 m | 2.0 m | 1 address sign – fascia or 1 address sign - ground per property |

12.0 Address Signs - Residential Development

- a) A maximum of 1 address sign – residential development is permitted per entrance to the development. (see Table 2)
- b) In instances where an address sign – residential development constitutes a fascia sign, the sign shall have a maximum face area of 0.4 square metres. [Notwithstanding any other Section of this by-law, where an address sign-residential development constitutes a fascia sign, it shall be permitted on a fence or gate.]
- c) In instances where an address sign – residential development constitutes a ground sign, the sign shall have a maximum face area of 0.4 square metres, shall have a maximum height of 1.2 metre and shall have a minimum street line set back of 2.0 metres.

13.0 Commercial Signs

No person shall erect, display, alter, maintain or allow the erection, display, alteration, or maintenance of any type of sign listed in Column 2 below in conjunction with the uses listed in Column 1 below unless the sign complies with the regulations and standards applicable to that sign type in Column 2 below and with any other provisions of this By-law. (See Table 3 through Table 5)

TABLE 3

| Column #1 | Column #2 | | | | | |
|--|--------------------------|--------------------------------------|------------|--------------------------|--------------------|------------|
| Land Use | Number | Permitted Sign Type & Specifications | | | | |
| | | Menu Board | | Pre-Menu Board | | |
| | | Max Sign Area | Max Height | Number | Max Sign Area | Max Height |
| Restaurant | 1 per drive through lane | 2.5 m ² | 2.5 m | 1 per drive through lane | 2.0 m ² | 2.5 m |
| Restaurant Accessory to Gas Bar or Motor Vehicle Service Station | 1 per drive through lane | 2.0 m ² | 2.5 m | Not Permitted | N/A | N/A |
| Car Wash Accessory to a Gas Bar or Motor Vehicle Service Station | 1 per car wash | 2.0 m ² | 2.5 m | Not Permitted | N/A | N/A |
| Car Wash | 1 per car wash | 2.0 m ² | 2.5 m | Not Permitted | N/A | N/A |

TABLE 4

| Column #1 | Column #2 | | | |
|---|--------------------------------------|----------------------------------|-----------------|--------------------------|
| Land Use | Permitted Sign Type & Specifications | | | |
| | Ground Sign | | | |
| | Number | Max. Sign Area | Max Sign Height | Min. Street line Setback |
| All Commercial Uses except Central Commercial District See Section 9.1(viii) | 1 per lot frontage | 6.0 m ² per sign face | 7.5 m | 1.0 m |

TABLE 5

| Column #1 | Column #2 |
|--|--|
| Land Use | Permitted Sign Type & Specifications |
| | Maximum Sign Area |
| | Fascia Sign |
| All Commercial Uses save and except for those listed below | 20% of the building façade of the first storey for each occupancy |
| Retail Store or Restaurant Accessory to Gas Bar or Motor Vehicle Service Station | 20% of a building façade facing a street line or gas pumps |
| Car Wash or Service Bay Accessory to Gas Bar or Motor Vehicle Service Station | 15 % of a building façade with an entrance and 10% of a building façade with an exit or facing gas pumps |
| Gas Bar Canopy Accessory to Gas Bar or Motor Vehicle Service Station | 20% maximum canopy face |

14.0 Industrial Signs

No person shall erect, display, alter, maintain or allow the erection, display, alteration, or maintenance of any type of sign listed in Column 2 below in conjunction with the uses listed in Column 1 below unless the sign complies with the regulations and standards applicable to that sign type in Column 2 below and with any other provisions of this By-law. (see Table 6 through Table 8)

TABLE 6

| Column #1 | Column #2 | | | | |
|---|---|----------------|--------------------|------------|--------------------------|
| Land Use | Permitted Sign Type & Specifications | | | | |
| | Fascia Sign | Directory Sign | | | |
| | Max Sign Area for Each Occupancy | Number | Max Sign Area | Max Height | Min. Street Line Setback |
| Individual Free Standing Industrial Establishment | 15% of the building façade of the first storey for each occupancy | N/A | N/A | N/A | N/A |
| Multi Occupant Industrial Establishment | 15% of the building façade of the first storey for each occupancy | 1 | 5.0 m ² | 4.0 m | 7.5 m |

TABLE 7

| Column #1 | Column #2 | | | |
|--|-----------------------------------|------------|--------------------------|--------------------|
| Land Use | Ground Sign | | | |
| | Max Sign Area | Max Height | Min. Street Line Setback | Number |
| Individual Free Standing Industrial Establishment with under 30m of Lot Frontage OR Multi Occupant Industrial Establishment with under 30m of Lot Frontage | 10.0 m ² | 7.5 m | 1.0 m | 1 per lot frontage |
| Individual Free Standing Industrial Establishment with 30m of Lot Frontage or more OR Multi Occupant Industrial Establishment with 30m of Lot Frontage or more | 10.0 m ² per sign face | 7.5 m | 1.0 m | 1 per lot frontage |

TABLE 8

| Column #1 | Column #2 | | | | | |
|--|--------------------------------------|--------------------|------------|----------------|---------------|------------|
| Land Use | Permitted Sign Type & Specifications | | | | | |
| | Number | Menu Board | | Pre-Menu Board | | |
| | | Max Sign Area | Max Height | Number | Max Sign Area | Max Height |
| Car Wash Accessory to a Gas Bar or Motor Vehicle Service Station | 1 per car wash | 2.0 m ² | 2.5 m | Not Permitted | N/A | N/A |
| Car Wash | 1 per car wash | 2.0 m ² | 2.5 m | Not Permitted | N/A | N/A |

15.0 Ground Signs

- a) The maximum total sign area for a ground sign that is a double-faced sign or a multi-faced sign shall be double the area permitted for one sign face. (see Table 4 and Table 7)
- b) Where a ground sign contains up to three (3) sign faces but is not a double-faced sign, the maximum total sign area shall be double the area permitted for one sign face and each sign face shall be attached to the adjacent sign face at an angle no greater than 90 degrees. (see Table 4 and Table 7)
- c) A ground sign in a commercial or industrial zone shall display the municipal address in numerals and letters that are a minimum of 15 cm in height.
- d) A ground sign shall not be located within 3.0 metres of a driveway entrance or exit.

16.0 Fascia Signs

- a) A fascia sign may project out from a building façade not more than 15 cm in the Central Commercial District and not more than 30 cm in any other area. Where the sign project on to a road allowance or over a sidewalk or any other pedestrian walkway, the height to the bottom of the projection shall not be less than 2.5 metres.
- b) A fascia sign shall be attached to the building façade used to calculate the maximum sign area of the sign. (see Table 5)
- d) A fascia sign shall generally be erected no higher than the upper limit of the first storey of a building, unless otherwise permitted in this By-law, but this shall not apply to an enclosed shopping centre.

17.0 Directional Signs

A directional sign shall have a maximum sign area of 0.75 square metres and shall have a maximum height of 1.2 metres.

18.0 Window Signs

The maximum sign area of any permitted window sign shall not cover more than 25% of any single window, or 25% of the entire surface area of a group of windows and shall not block the clear view of exits or entrances and shall maintain visibility into the interior of the building at all times.

19.0 Projecting Signs

- a) A projecting sign shall have a minimum clearance of 2.7 metres and the maximum height of 3.4 metres to the top of the sign or sign supporting structure above the sidewalk grade or pedestrian walkway.
- b) A projecting sign including the sign structure attached to a building in the Central Commercial District that abuts a public road allowance shall not extend more than 1.2 metres beyond such building façade.
- c) A projecting sign including the sign structure attached to a building in the Central Commercial District that does not abut a public road allowance shall not extend more than 1.2 metres beyond such building façade.
- d) The sign face excluding the supporting structure shall not be more than 0.6 square metres in area.
- e) No projecting sign shall be constructed as a swing sign.
- f) Only one sign assembly shall be permitted where two or more businesses share the same entrance.
- g) Projecting signs shall be located as close as possible to the horizontal centre of the building, except in the case of a building on a corner lot, in which case a projecting sign may be located at the corner of the building in lieu of one sign on each building façade.
- h) No person shall erect or maintain any sign which shall wholly or partially project onto any public road allowance, or any sign that if it were to fall would fall onto any public road allowance, without first entering into an agreement with the Town indemnifying the Town from and against all manner of claims for damage, loss, expense or otherwise, arising from the erection, maintenance, removing or falling of such projecting sign or part thereof.

20.0 Awning Signs

- a) One (1) awning sign per business frontage. Sign copy shall be restricted to the skirt of the

awning and shall not exceed 0.15 metre in height. The bottom edge of the awning sign shall be minimum of 2.0 metres above finished grade.

- b) ~~No person shall erect or maintain any sign which shall wholly or partially project onto any public road allowance, or any sign that if it were to fall would fall onto any public street, without first entering into an agreement with the Town indemnifying the Town from and against all manner of claims for damage, loss, expense or otherwise, arising from the erection, maintenance, removing or falling of such projecting sign or part thereof.~~

21.0 Temporary Signs

21.1 Banner sign

No person shall install a banner sign sooner than thirty (30) days before the event and shall remove such sign no more than two (2) days after the event.

21.2 Election Signs

- i) No person shall affix, erect or otherwise display an election sign or permit an election sign to be affixed, erected or otherwise displayed:
 - a) on any property designated as a park and/or abutting any road allowance;
 - b) on a tree or on any official sign or official sign structure;
 - c) within a daylight triangle;
 - d) upon the property whereupon a voting poll is situated;
 - e) on a concrete or masonry noise attenuation wall; and f) at any location where the election sign:
 - create a visual obstruction for any pedestrian or driver of a motor vehicle, or obstructs the visibility of any traffic sign or traffic device, or where it could interfere with vehicular traffic so that it could endanger any person;
 - obstructs openings required for light, ventilation, ingress, egress or firefighting; or
 - constitutes a danger or hazard to the general public.
- ii) No person shall affix, erect or otherwise display an election sign or permit an election sign to be erected, affixed, or otherwise displayed prior to the issuance of writs for a provincial or federal election or until a candidate has filed all required documents and paid the required fee in support of their candidacy for municipal office;
- iii) An election sign shall not display a Town logo, crest, seal or other Town identification;
- iv) An election sign which is a fascia sign may be affixed to the face of the building or building unit which is used as a candidate's campaign headquarters provided such fascia sign complies with the provisions of this By-law for a fascia sign; and
- v) An election sign shall be removed within forty-eight (48) hours immediately following 11:59 p.m. of the day of the election.

21.3 Portable Signs

- i) A portable sign shall be located completely on private property;
- ii) Only one portable sign may be erected or displayed on a property at any one time;
- iii) A maximum of six (6) portable sign permits per calendar year may be issued to each business at a municipal address.
- iv) A portable sign shall not be erected or displayed for more than twenty-one (21) consecutive days from the date the permit is issued.
- v) No business shall be issued a permit or erect or display a portable sign unless a minimum period of twenty-one (21) consecutive days has passed since the expiry date endorsed on a previous portable sign permit issued at a location.
- vi) A portable sign shall:
 - a) contain no more than two (2) sign faces, and each sign face shall have a maximum area of 3.6 square metres;
 - b) not be located within 1.5 metres of a sidewalk or property line, whichever is greater;
 - c) not be located within 3.0 metres of a driveway entrance or exit;
 - d) not be located within 50.0 metres of a traffic signal standard;
 - e) not be located within 15.0 metres of the paved portion of an intersection;
 - f) not be located within 10.0 metres of a ground sign or 10.0 metres of a portable sign on an abutting property; and

- g) ~~a portable sign shall not be in colours other than black and white, and sign characters in fluorescent, neon, day glow or day bright colours are prohibited.~~

21.4 Sidewalk Signs

- i) Businesses are limited to one (1) sidewalk sign per lot frontage.
- ii) A sidewalk sign:
 - a) shall have a maximum height of 1.0 metre, a maximum of two sign faces and any sign face shall not exceed 0.55 square metres in area;
 - b) shall be displayed only between sunrise and sunset only on business days and shall be removed at all other times;
 - c) shall not be located within 3.0 metres of a driveway entrance;
 - d) shall be located no more than 1.0 metre from the curb in front of municipal property nearest and parallel to the curb in front of the premise being advertised by the said sign; and
 - e) shall not obstruct pedestrian or vehicle traffic.
- iii) ~~No person shall erect or maintain any sidewalk sign on any public street without first consulting and entering into an Agreement with Town indemnifying the Town from and against all manner of claims for damage, loss, expense or otherwise, arising from the erection, maintenance, removing or falling of such sign or part thereof.~~

21.5 Real Estate Signs

- i) One (1) real estate sign for each company shall be permitted for each lot frontage of the property on which the sign is erected.
- ii) The sign face of a real estate sign shall not exceed 0.5 square metres if erected on a property zoned residential and shall not exceed 4.0 square metres if erected on a property zoned industrial or commercial.
- iii) The sign shall be located on private property at a minimum distance of 1.0 metre from the property line.
- iv) The sign may be displayed in or on the window.

21.6 Construction Site Signs

- i) A construction site sign for the development of multiple residential units on one parcel of land shall be non-illuminated with a sign area not exceeding 10.0 square metres, shall be set back 7.5 metres from the street line and shall be removed from the construction site within sixty days of substantial completion of the project.
- ii) A construction site sign for the development of a residential unit on one parcel of land shall be non-illuminated with a sign area not exceeding 1.5 square metres, shall be set back 1.0 metre from the street line and shall be removed from the construction site within sixty days of the substantial completion of the project.

21.7 Garage Sale Signs

- i) A garage sale sign may be located in the untravelled portion of the road allowance, but not in a manner as to create a visual obstruction.
- ii) No person shall place or locate a garage sale sign before 5:00 p.m. of the day immediately before the garage sale and all such signs shall be removed by no later than 7:00 p.m. of the same day immediately following the garage sale.

21.8 Open House Directional Signs

- i) An open house directional sign shall have a maximum height of 1.0 metre and a maximum sign area of 0.4 square metres per sign face.
- ii) An open house directional sign may be erected on that portion of a street located between the curb or edge of the traveled roadway and the sidewalk, or where no curb exists, such sign may be erected on the untravelled portion of the right-of-way closest to the outer edge of the traveled roadway, provided that the sign does not interfere with pedestrian or vehicular traffic and does not create a visual obstruction.

21.9 Inflatable Signs

- i) No person shall erect an inflatable sign without a permit and an inflatable sign shall be erected in the specific location as shown on a plan approved for such purposes by the Chief Building Official and Director of Public Works.
- ii) An inflatable sign shall only be permitted on a property with a minimum frontage of 15.0 metres.
- iii) An inflatable sign shall be located:
 - a) a minimum of 3.0 metres from any property line;
 - b) a minimum of 3.0 metres from any driveway entrance and/or exit;
 - c) a minimum of 10.0 metres from any ground sign or portable sign on the same property or abutting property;
 - d) a minimum of 90.0 metres measured in a straight line from a residential property; and
 - e) a minimum of 50.0 metres from a traffic signal standard.
- iv) An inflatable sign shall have a maximum height of 7.0 metres and a maximum width of 6.0 metres.
- v) No more than one inflatable sign shall be permitted on a property at any one time.
- vi) Sign permits to erect or display inflatable signs shall be issued for periods of a maximum twenty-one (21) consecutive days. No more than three permits shall be issued for a single business on the property on which the sign is to be displayed, in a calendar year.
- vii) No business shall be issued a permit or erect or display an inflatable sign unless a minimum of twenty-one (21) consecutive days has passed since the expiry date endorsed on a previous inflatable sign permit issued on the same property.
- viii) Sign permits for inflatable signs shall be issued only for businesses or uses currently on the property on which the sign is to be displayed.
- ix) All inflatable signs shall be properly secured to the satisfaction of the Chief Building Official.
- x) All inflatable signs shall require the approval of the Festival Hydro.
- xi) ~~Before being issued a sign permit for an inflatable sign, the applicant shall provide confirmation to the Town that a minimum of \$2,000,000.00 of valid comprehensive general liability insurance is in effect.~~

21.10 Subdivision Signs

- i) A subdivision sign shall not exceed 9.0 square metres sign area and must be in good repair;
- ii) Maximum of two (2) signs shall be permitted for each registered subdivision;
- iii) The location of subdivision signs shall be determined by the Town through a subdivision agreement;
- iv) Subdivision signs shall contain the following information:
 - a) the plan of subdivision as registered, including street patterns, and the proposed use of each parcel of land therein, and;
 - b) the name and address of the owner; and
- v) Subdivision signs shall be removed when 85% of lots in the subdivision are sold or leased.

22.0 Maintenance of Signs

- a) The owner of any sign, shall maintain or cause such sign to be maintained in a proper state of repair, so that such sign remains completely operative at all times and does not become unsafe, defective or dangerous.
- b) Maintenance or repairs using materials identical to the materials of the component being maintained or repaired does not constitute an alteration and does not require a permit to be issued.

23.0 Penalties and Enforcement

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- a) Every person who contravenes any provisions of this By-law is guilty of an offence. Pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c.P.33, as amended, upon conviction a person is liable to a fine of not more than \$5,000.00 exclusive of costs.
- b) Where a sign is erected or displayed in contravention of this By-law, the Chief Building Official or his or her designate may immediately pull down or remove any sign that the Chief Building Official or his or her designate determines constitutes a safety hazard or a concern. Such removal is to be at the expense of the owner or the occupant and the expense therefore may be collected in like manner as municipal taxes.
- c) Where any sign does not comply with this By-law, the Chief Building Official or his or her designate may forward a notice by registered mail or hand delivered to the owner. Such notice shall outline the nature of the contravention and the Section of the By-law so contravened and may require the owner of the sign to:
 - repair the sign;
 - pull down or remove the sign; or
 - make the sign comply with the provisions of this By-law,

not later than 14 days from mailing the notice. The notice may advise that if the sign is not so removed or made to comply within the specified period of time, then the Town may remove the sign without any further notice.

- d) If the notice as set out in Section 23.0 (c) is not complied with within the specified period of time, the Chief Building Official may direct the Town employees or an independent contractor to enter upon the land or premises to pull down and remove the sign. Such removal is to be at the expense of the owner or the occupant and the expense therefore, may be collected in like manner as municipal taxes.
- e) Notwithstanding Subsections a), b), c) and d) of this Section, portable signs, sidewalk signs, real estate signs, construction site signs, garage sale signs, open house directional signs and inflatable signs that are erected or displayed contrary to this by-law shall be removed by the owner immediately after a notice is served from the Town advising that such sign or other advertising device is in contravention of this by-law. Such notice shall be served in the manner provided in Subsection c) of this Section. Such notice shall outline the nature of the contravention and the Section of the By-law so contravened.
- f) If such sign or other advertising device has not been removed by the owner as required herein, the Chief building Official or his or her designate may cause such sign to be removed at the expense of the owner of the sign and any costs incurred by the Town may be recovered in like manner as municipal taxes on the property where the sign was located or may be recovered by action pursuant to Section 427 of the Municipal Act 2001, S.O. 2001, c.25. The remedies provided for hereby may be proceeded with prior to and notwithstanding that no prosecution and conviction has been obtained under Section 23 of this by-law.
- g) Where the Town has removed a sign and stored it for a period of fourteen (14) days and the sign has not been redeemed, the Town may then destroy or otherwise dispose of the sign without notice or compensation to the owner of the sign or his or her agent.
Any costs incurred may be recovered by the Town in like manner as municipal taxes.
- h) Any banner installed without the approval of the Town will be removed by the Town without notice and, further, may be destroyed or otherwise disposed of without further notice or compensation to the owner of the banner or his or her agent.
Any costs incurred may be recovered by the Town in like manner as municipal taxes.
- i) Notwithstanding Subsections a), b), c), d), f), and g) of this Section, the removal of election signs shall be as follows:

- i) the Chief Building Official or his or her designate is authorized to takedown or remove or cause to be removed immediately without notice and at the risk of its owner, an election sign that is placed in contravention of this by-law;
 - ii) an election sign removed pursuant to this by-law shall be stored by the Town for a period of fifteen (15) days during which time the owner or agent may retrieve the election sign.
 - iii) where an election sign has been removed by the Town and stored for a period of 15 days and such sign has not been retrieved, the election sign may be destroyed or otherwise disposed of by the Town without any notice or compensation to the owner of the sign or his or her agent.
- Any costs incurred may be recovered by the Town in like manner as municipal taxes.
- j) None of the foregoing shall limit the Town from enforcing the provisions of this By-law by any other action or remedy permitted in law.

24.0 Variances

- a) An application for variance shall be made on the appropriate form to the Town and shall be accompanied by the appropriate fee, as set out in Schedule "A". The application shall be delivered or mailed to the office of the Chief Building Official.
- b) The Chief Building Official in consultation with Director of Public Works shall prepare a report for the consideration of the Council setting out the reasons for the variance and a recommendation.
- c) The Chief Building Official shall notify the applicant once a hearing date has been set and if the applicant does not attend at the appointed time and place, the Council may proceed in the absence of the applicant and the applicant will not be entitled to further notice in the proceeding.
- d) In considering an application for a variance, the Council shall have regard for:
 - (i) Special circumstances or conditions applying to the land, building or use referred to in the application;
 - (ii) Whether strict application of the provisions of this By-law in the context of the special circumstances applying to the land, building, or use, would result in practical difficulties or unnecessary and unusual hardship for the applicant, inconsistent with the general intent and purpose of this By-law;
 - (iii) Whether the special circumstances or conditions are pre-existing and not created by the owner or the applicant; and;
 - (iv) Whether the sign that is the subject of the variance will alter the essential character of the area.

25.0 Nonconforming Signs

- a) Any sign lawfully erected or displayed, before the day this Bylaw shall come into force, may remain and be maintained notwithstanding that it does not conform to this By-law, provided that no such sign shall be substantially altered, unless the same shall either conform or be made to conform in all respects with this By-law.
- b) The maintenance and repair of the sign or advertising device or a change in the message displayed shall not be deemed in itself to constitute an alteration.

26.0 Conflict with other By-laws

- a) Where there is conflict or contradiction between this By-law and any other By-law of the Town, the provisions of this By-law shall prevail.
- b) Where there is conflict or contradiction between this by-law and any Provincial Regulations, the provisions of the Regulation shall prevail.

27.0 Materials and Structural Requirements

27.1 Material

- i) All materials incorporated into a sign shall comply with the relevant requirements of the Ontario Building Code.
- ii) Every sign shall comply with all governing requirements of Hydro One and Festival Hydro, whichever has jurisdiction.

27.2 Structural

Signs and their structural members shall be designed to have structural capacity to resist safely and effectively all effects of loads and influence from environment to which they may be exposed and shall in any case satisfy the requirements of the Ontario Building Code.

28.0 Validity

If a Court of competent jurisdiction declares any Section or part of a Section of this By-law invalid, it is the intention of Council that the remainder of the By-law shall continue to be in force.

29.0 Preceding By-law

By-law 16-1972 and any other By-law, or portion thereof, of the Town of St. Marys addressing the same matters addressed in this By-law are hereby repealed.

BY-LAW No.33-2005
SCHEDULE "A"

FEES:

The following fees shall be paid to the Town of St. Marys at the time of application for a sign permit:

- a) All signs except Portable Signs: \$45.00 for the application plus \$15.00 for each metre squared.
- a. Portable Signs – Mobile: \$50.00 for each occasion.
- b. Application fee where installation of a sign has been carried out without a permit:
Application fee plus 30% of application fee.
- c. Refunds: Permit application fees are not refundable.
- d. Sign By-law Variance Application: No charge.

FORMAL REPORT

To: Chair Stratthdee and Members of Strategic Priorities Committee

Prepared by: Mark Stone, Planner

Date of Meeting: 15 May 2018

Subject: **DEV 21-2018 Affordable Housing in St. Marys**

PURPOSE

The purpose of this report is to provide Committee with an overview of the current state of housing in St. Marys, discuss key housing objectives and provide options to achieve these objectives. This report has been prepared at the request of Council based on the following resolution:

Resolution 2017-11-28-14

THAT Council direct staff to prepare a report back to Council by May 2018 regarding policies and approaches the Town can take to encourage attainable housing.

This report presents a large suite of policy tools and options for the Committee to consider as it relates to encouraging the development of attainably priced housing in St. Marys. A number of these have been captured by the Official Plan review, and these will be pointed out during the presentation of the report.

A number of the policy tools require consideration outside of the Official Plan review. That consideration will be the primary focus of this staff report. It is staff's goal that the Committee will identify those policies and options that they wish to have further investigation into.

RECOMMENDATION

THAT DEV 21-2018 regarding Affordable Housing in St. Marys be received; and,

THAT the Strategic Priorities Committee recommend to Council that the Town:

- a) Initiate a Town-wide amendment to the Zoning By-law to permit secondary units in single detached, semi-detached and townhouse dwellings subject to specific provisions to regulate potential issues such as parking;
- b) Engage in discussions with the development industry with respect to opportunities and potential issues related to implementing inclusionary zoning in St. Marys;
- c) Explore opportunities for pre-zoning certain lands for affordable housing following completion of the Official Plan review;
- d) Consider alternative development standards, following completion of the Official Plan review, through an update to the Town's Zoning By-law;
- e) Support the recommendations of the Official Plan review to consider options to permit standalone residential uses (e.g. low-rise apartment buildings) in the periphery parts of the Central Commercial area, provided such uses do not impact the primary commercial, service and tourism function of the downtown;
- f) Staff report back on the financial implications of:

- i. Proposed development charges discounts for new multi residential units constructed for a sale price of \$265,650 or rentals of approximately \$850 per month.
 - ii. Amending the multi-residential tax ratio from 1.1 to 1.0 for newly constructed rental apartments of 7 or more units
- g) Continue to provide land for affordable housing through the sale or leasing of surplus or underutilized municipally owned land, and consider maintaining a publicly accessible database to assist potential developers seeking to construct affordable housing and tenants seeking affordable housing vacancies.

REPORT

Housing is a critical factor when considering the quality of life and attractiveness of a community. Communities that can provide a variety of housing options in terms of type, form and affordability also see positive social, economic and health benefits as a result.

This report identifies and discusses options for achieving or implementing housing related strategic priorities and initiatives in the Town's Strategic Plan, and policies in the Provincial Policy Statement and the Town's Official Plan.

Given the wide variety of options and tools available to municipalities in Ontario, it is recommended that the Town consider as many opportunities to achieve community objectives with respect to housing. It is also important to recognize that not all options and tools are appropriate for each municipality in the province. The purpose of this report is to assist the Town in identifying possible options that are appropriate in the St. Marys context.

PLANNING CONTEXT

Provincial Policy Statement

Section 3 of the Planning Act requires that decisions affecting planning matters shall be consistent with policy statements issued under the Act. The Provincial Policy Statement (PPS) was issued under the authority of Section 3 of the Act. The PPS provides policy direction on matters of provincial interest related to land use planning and development, including the protection of resources of provincial interest, public health and safety, and the quality of the natural and built environment. Excerpts of sections of the PPS relevant to this report are provided as Attachment 1.

Section 1.1.1 of the PPS states that healthy, liveable and safe communities are sustained by promoting efficient development and land use patterns, accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), and promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.

Section 1.1.2 of the PPS states, in part, that sufficient land shall be made available in settlement areas through intensification and redevelopment and, if necessary, designated growth areas. Section 1.1.3.2 states that land use patterns shall be based on densities and a mix of land uses which: efficiently use land, resources, infrastructure and public service facilities; minimize negative impacts to air quality and climate change, and promote energy efficiency; and support active transportation. Section 1.1.3.4 states that "appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety".

Section 1.4 sets out specific policies related to housing. To provide for an appropriate range and mix of housing types and densities to meet projected needs, Subsection 1.4.1 states that planning authorities maintain at all times the ability to accommodate residential growth for a minimum of 10 years through residential intensification and redevelopment and, if necessary, lands designated for residential development. This subsection also requires that planning authorities maintain land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.

Section 1.4.3 also requires that planning authorities establish and implement minimum targets for the provision of housing which is affordable to low and moderate income households. The PPS defines 'low and moderate income households as:

- a) In the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the regional market area; or
- b) In the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the regional market area.

Town Strategic Plan

In 2017, the Town updated the Strategic Plan to meet new public needs and expectations. Key priorities of the Town are reflected in six key strategic pillars: Infrastructure, Communication and Marketing, Balanced Growth, Culture and Recreation, Economic Development, and Housing.

Strategic Pillar 6, Housing, states that "the recent County labour market survey indicates an acute shortage of skilled workers, particularly in the 'blue collar' and agricultural sectors. The one barrier to supplying that labour is housing options. There need to be housing options that are affordable, attainable and even include rentals. This solution might also partially encourage youth and cultural practitioners to consider St. Marys as the place to live, work and play".

The following table provides a summary of strategic priorities, outcome statements and initiatives under the Housing Strategic Pillar relevant to the topics discussed in this report.

Table 1. Town of St. Marys Strategic Plan – Summary of Housing Strategic Pillar

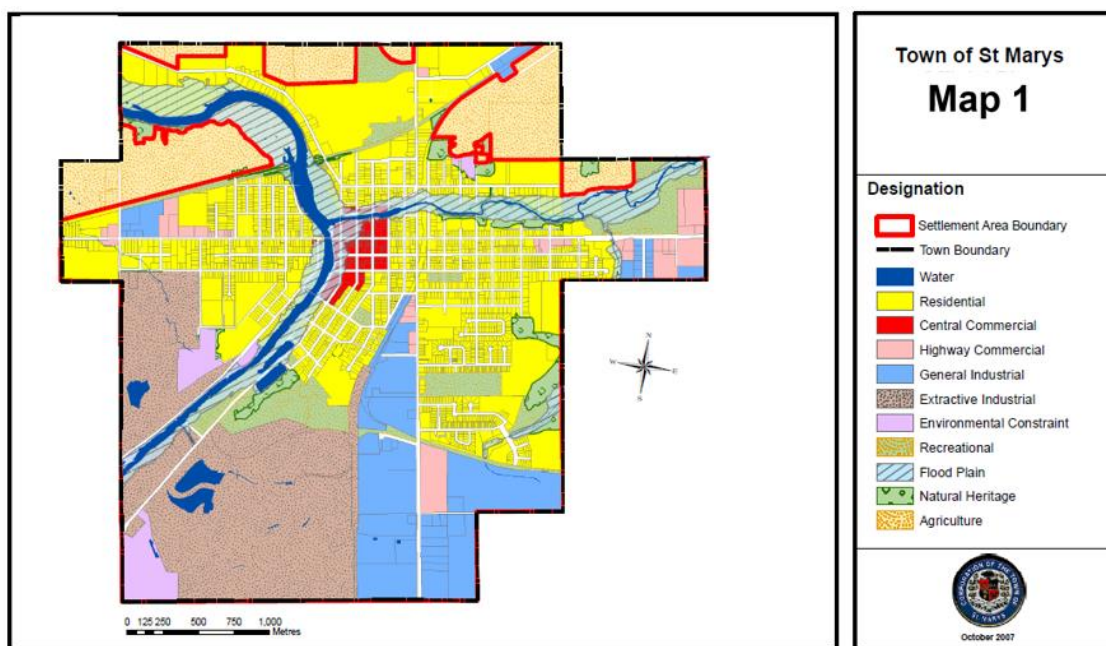
| Strategic Priority | Initiatives (Short-term) | Initiatives (Mid-term) |
|---|---|---|
| <i>Outcome Statement</i> | | |
| Attainable & mixed-use housing <i>In order to get the "right demographic mix" for St. Marys, it will be essential to ensure housing stock is flexible and attractive for youth, workers, immigrants and persons of all abilities.</i> | <ul style="list-style-type: none"> Identify in the Official Plan development areas that would be key growth areas among targeted demographics. Encourage businesses to convert second-storey spaces into rentals. Investigate the prospect of medium density housing in the downtown and surrounding areas (infill and new development spaces: "building in and building up"). | <ul style="list-style-type: none"> Create direct municipal investments to assure that housing that is affordable is created in the community. |
| Explore alternative forms of housing <i>To ensure affordability, new forms of housing styles should be investigated; for example amongst millennials, smaller "tiny houses" are becoming a popular alternative.</i> | <ul style="list-style-type: none"> Review municipal policies to allow for non-traditional and alternative housing models, including accessible homes. Investigate environmentally sustainable housing types as a pilot. | <ul style="list-style-type: none"> Align land use policy to encourage new housing types and approaches. |
| Seek public-private partnership models <i>New approach to housing may require a different form of initial financial investment to get established.</i> | <ul style="list-style-type: none"> Investigate and develop a range of possible approaches to launch a renewed housing strategy, designed to meet the current affordability and demographic challenges. | <ul style="list-style-type: none"> Establish policy and budget parameters to enable new approaches to meeting the housing affordability challenges based on research findings. |

| Strategic Priority | Initiatives (Short-term) | Initiatives (Mid-term) |
|---|--|---|
| Outcome Statement | | |
| | | <ul style="list-style-type: none"> Seek partnerships from other levels of government to realize this action. |
| Prioritize Town-owned property assets <i>Given the large number of Town-owned lands and properties, funding for many of the other initiatives in this revised Strategic Plan may require the sale or lease of these assets.</i> | <ul style="list-style-type: none"> Given the large number of Town-owned lands and properties, funding for many of the other initiatives in this revised Strategic Plan may require the sale or lease of these assets. | <ul style="list-style-type: none"> Develop a short-list of essential versus non-essential Town-owned assets and make key decisions about their future. Explore options for those assets deemed non-essential (sale, lease, partnerships, etc.). |

Strategic Pillar 3, Balanced Growth speaks to youth and newcomers as two demographic groups that will further the vibrancy and culture of the Town. Short term initiatives to achieve balanced growth includes identifying infrastructure needs (e.g. affordable housing) required to attract/retain these groups.

Current Official Plan and Official Plan Review

The Residential designation in the Official Plan applies to large areas of land located throughout the Town. It is the designation which consumes the greatest amount of land in Town as approximately 400 hectares or 33 per cent of the Town's land base is designated Residential. The locations of these lands are shown in yellow on Map 1 below.



The Residential designation permits a range of dwelling types from single detached dwellings to walk-up type apartments, parks and open spaces, and institutional uses subject to the policies of the Plan. The objectives of the Residential designation support many of the strategic priorities of the Town's Strategic Plan, and Provincial policy, including:

- encouraging the provision of an adequate supply and choice of housing for residents in terms of quality, type, location and cost (3.1.1.1)

- maintaining and improving the existing housing stock and character of residential areas (3.1.1.3)
- promoting housing for senior citizens, the handicapped and low income families (3.1.1.6)
- encouraging and promoting additional housing through intensification and redevelopment (3.1.1.7)
- encouraging a diversification and inter mixing of different housing types and forms (3.1.1.8)

The Official Plan permits residential infilling throughout the Residential designation provided such development “is in keeping with the attributes of the neighbourhood” (Section 3.1.2.3). Section 3.1.2.14 of the Official Plan states that “Council will encourage the development of affordable housing with 30% of the new housing units created being considered by Council as affordable to households with incomes in the lowest 60 per cent of income distribution for Perth County households”. Section 3.1.2.1 of the Official Plan states that Council:

- shall designate sufficient land within the Residential designation to meet the housing needs of the community for up to 20 years; and,
- encourage residential development and redevelopment by designating sufficient land to provide the marketplace with sufficient alternatives to accommodate growth for a minimum of 10 years and Council will make available sufficient servicing to provide at least a 3 year supply of residential units.

RESIDENTIAL LAND SUPPLY, AFFORDABLE HOUSING AND HOUSING FOR SENIORS

Residential Land Supply

According to draft Residential Official Plan Review Discussion Paper #4 (dated March 19, 2018), there would appear to be a 21.4 year supply of residential units in St. Marys today and therefore, the amount of land within the Residential designation is sufficient to meet the Town's needs over the 20 year planning horizon. It is noted that the Residential Paper and others are draft documents and will subject to further review and possible revisions as the Official Plan Review project continues.

Affordable Housing

Draft Discussion Paper #4 also includes a detailed examination of affordability in St. Marys for both the ownership and rental markets. As previously stated, the PPS requires the Town to establish and implement minimum targets for the provision of housing which is affordable to low and moderate income households. Again, the PPS defines ‘low and moderate income households as:

- In the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the regional market area; or
- In the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the regional market area.

For the purposes of St. Marys, the regional market area is Perth County and the 60th household income percentile is \$84,200 from the latest Census data. Therefore, 60 percent of all household’s pre-tax income in the regional market area are at or below this value.

In the PPS, affordable is measured 4 ways, 2 scenarios for home ownership and 2 scenarios for rental housing as described below:

Home ownership – the least expensive of housing for which the purchase price:

- results in annual accommodation costs which do not exceed 30 percent of gross annual household income for low and moderate income households; or,
- is at least 10 percent below the average purchase price of a resale unit in the regional market area.

Rental housing – the least expensive of a unit for which the rent:

- a) does not exceed 30 percent of gross annual household income for low and moderate income households; or,
- b) is at or below the average market rent of a unit in the regional market area.

The analysis in Draft Discussion Paper #4 concluded that affordable home ownership equates to approximately \$265,650 and rental housing equates to approximately \$850 per month.

Other data from draft Discussion Paper #4 (based on 2016 Census) respecting housing affordability in St. Marys includes:

- Approximately 19 percent of owner occupied households in St. Marys spend 30 percent or more of household income on shelter costs, and this more than doubles to 41 percent for renters in St. Marys. These affordability indicators for St. Marys compares to 20 and 36 percent, respectively, in all of Perth County.
- 79 percent of housing units in St. Marys are owner occupied with 59 percent carrying mortgages. The rate of home ownership in St. Marys is higher when compared to the rest of Perth County (72 percent owner occupied).

A sufficient supply of rental housing is important since such housing is affordable compared to home ownership and it provides housing options for those seeking lower maintenance requirements, in particular for seniors. There are affordability issues for renters in particular, as demonstrated by the Census data indicating that over 40 percent of renters in St. Marys are spending more than 30 percent of household income on shelter costs.

Housing for Seniors

There is the need to ensure our communities can respond to the needs of seniors, and provide quality of life and options for seniors to remain in their neighbourhood and community throughout their lifetimes. To fulfil these objectives, it is important to provide a variety of housing options that are affordable, comfortable and accessible.

According to findings in Official Plan Review Draft Discussion Paper #1 (Population) and Paper #4 (Residential):

- The number of seniors in Ontario aged 65 and over is projected to more than double from 1.8 million (or 13.7% of population) in 2009 to 4.2 million (or 23.4%) by 2036 - nearly one quarter of Ontario's population.
- According to Census data, 23.1 percent of the population of St. Marys in 2016 was aged 65 years and over. This compares to 18.6 percent for Perth County in 2016.
- Of St. Marys residents aged 65 years and over in private occupied dwellings, 78.8 percent reside in single detached or semi-detached dwellings, 17.1 percent in apartment buildings and 4.1 percent in townhouse or duplex dwellings. Based on the age of the primary household maintainer, 84 percent of residents 65 years of age and older in St. Marys own their homes versus 16 percent who rent.
- According to the CMHC 2017 Seniors' Housing Report, the vacancy rate for all seniors' housing in Ontario has declined to 10.3% (lowest rate since 2001) since demand has outpaced supply. Perth County is cited as one of several markets where there is pent-up demand and very low or even no new supply in the pipeline.
- Vacancy rates for standard spaces in Perth County decreased from 11.3 percent in 2016 to 8.5 percent in 2017. According to the CMHC, standard spaces are spaces where the resident does not receive high-level care (that is, the resident receives less than 1.5 hours of care per day) or is not required to pay an extra amount to receive high-level care.
- Vacancy rates for heavy care spaces in southwest Ontario decreased from 12.3 percent in 2016 to 5.8 percent in 2017. Heavy care spaces are spaces where the resident is paying an extra amount to receive high-level care (1.5 hours or more of care per day). Examples

of conditions that could require high-level care include Alzheimer's, dementia and reduced mobility.

- According to the South West Local Health Integration Network (SWLHIN), there are 28 long-term care homes with 2,100 spaces in Perth, Huron and Oxford Counties (as of January 2018). In St. Marys, the Wildwood Care Centre provides 60 long-term care beds, 24 retirement home beds and 2 short stay care beds. There are 33 people on the Wildwood's waiting list with approximately 2 beds becoming available each month. The Kingsway Lodge has 63 long-term care beds and 36 people on the waiting list for these beds with approximately 1 bed becoming available each month.
- According to 2017 data, the SWLHIN is targeting a bed ratio of 80 to 110 beds per 1,000 people for people aged 75+ consistently throughout the LHIN. The SWLHIN indicates that there is an oversupply of long-term care beds when examining bed availability and population within 10, 15 and 25 kilometres of St. Marys.

ANALYSIS

Based on a review of Provincial policy and the Town's Strategic Plan and Official Plan, there is the need for the Town to consider options for the Town to:

- encourage and support the provision of an appropriate supply and range of residential housing forms in the Town, including affordable housing and housing for seniors
- promote more compact residential development to minimize land consumption and servicing costs, and minimize negative impacts to air quality and climate change
- prioritize Town-owned property assets

This section identifies options, tools and implementation measures in the following categories:

Municipal Policies and Regulations

- Secondary units
- Inclusionary zoning
- Pre-zoning
- Alternative development standards
- Height and density bonusing
- Housing in the downtown

Financial Incentives

- Development charges
- Fees and taxes
- Community Improvement Plans

Land Based Initiatives

- Demolition control
- Surplus land

Municipal Policies and Regulations

Secondary Units

Secondary units are private, self-contained units with kitchen and bathroom facilities within dwellings or accessory structures, and typically take the form of basement apartments or apartments above garages. The Planning Act requires municipal official plans to authorize, and zoning by-laws to implement, second units in detached, semi-detached and row houses if an ancillary building or structure

does not contain a second unit; and in a building or structure ancillary to these housing types provided that the primary dwelling does not contain a second unit.

| Advantages | Disadvantages |
|---|---|
| <ul style="list-style-type: none"> • Provides an additional housing option in the community • Assists the Town in meeting affordable housing and intensification requirements • Supports the creation of diverse neighbourhoods with a range of income levels, age groups, etc. • Provides opportunities for additional income for homeowners • Allows for more efficient use of existing infrastructure (e.g. roads, sewer systems, etc.) | <ul style="list-style-type: none"> • Potential to create issues in neighbourhoods (e.g. on-street parking problems) • Concerns with respect to potential impacts on neighbourhood character |

The Town's current Official Plan contains policies regarding affordable housing and the Town has zoned a significant portion of the Town to permit residential conversions. The draft Residential Official Plan Review Discussion Paper #4 recommends the inclusion of policies to permit the establishment of secondary units in the Residential designation and on lands where a single-detached, semi-detached or rowhouse dwelling is specifically zoned as a permitted use, and:

- a) A secondary unit shall only be permitted within a single-detached, semi-detached or rowhouse dwelling if no building or structure ancillary to the single-detached, semi-detached or rowhouse dwelling contains a residential unit;
- b) A secondary unit shall only be permitted within a building or structure ancillary to a single-detached, semi-detached or rowhouse dwelling if the single-detached, semi-detached or rowhouse dwelling contains a single residential unit;
- c) A maximum of one secondary unit is permitted per primary dwelling unit. Where other supplementary housing (e.g. a garden suite, a mobile home etc.) exists that complements the primary dwelling, a secondary unit is not appropriate and shall not be permitted; A secondary unit shall only be created and used in accordance with the zoning provisions as set out in the Zoning By-law, as amended. Furthermore, it is the intent of Council and this Plan that any deviation from the zoning provisions regulating secondary units shall not be permitted;
- d) the Zoning By-law shall contain regulations to permit secondary units and shall govern matters such as dwelling unit size for both the primary dwelling and the secondary unit, license provisions, alterations to the exterior of the primary dwelling, and parking;
- e) A secondary unit shall be connected to municipal water and sanitary services. Such services shall be adequate in the immediate area of the secondary unit location to accommodate the secondary unit in terms of supply, pressure, and capacity;
- f) A secondary unit shall comply with all applicable health and safety standards, including but not necessarily limited to those set out in the Ontario Building Code and Ontario Fire Code;
- g) A secondary unit shall comply with Ontario Regulation under the Conservation Authority Act as they relate to development within lands affected by flooding; and,
- h) A secondary unit cannot be the host of a home occupation.

The Town's Zoning By-law must be updated to implement the Official Plan and establish appropriate regulations related to setbacks, parking, etc. It is recommended that the Town initiate an amendment to the Zoning By-law to permit secondary units in single detached, semi-detached and townhouse dwellings subject to specific provisions to regulate potential issues such as parking.

Concurrent with the implementation of secondary suite policies and regulations, it is also recommended that the Town consider providing educational information regarding the benefits of and rules related to secondary suites, and also to address common concerns related to this type of housing.

Inclusionary Zoning

Inclusionary zoning is a new land-use planning tool that allows municipalities to require the inclusion of affordable housing units as part of residential developments of 10 units or more. On April 12, 2018, changes to the Planning Act, and associated regulations, came into effect. To implement inclusionary zoning, a municipality must:

- Prepare an assessment report that would outline requirements for inclusionary zoning in Official Plan policies. The assessment report is prepared to understand local demographics and incomes, housing supply and demand (including types and sizes), average housing market prices and rents, and potential impacts of implementing inclusionary zoning locally.
- Have Official Plan policies authorizing inclusionary zoning must set out the minimum size of development where inclusionary zoning applies, permitted locations (site specific or area wide), housing types and sizes, how incentives and affordable prices and rents would be determined, etc.
- Update the Zoning By-law to implement Official Plan policies through regulations such as the number of units to be set aside for affordable housing units, the length of time in which affordable housing units are to be kept as affordable, and requirements and standards relating to the affordable housing units (for example, external design standards, number of bedrooms).
- Require land owners to enter into an agreement with the Town that could be registered against the land and enforced against subsequent owners, to ensure that the units remain affordable over time.
- Establish procedures for monitoring to ensure affordable housing units are maintained during the affordability period.
- Meet reporting requirements every two years and these reports must be made publicly available.

Inclusionary zoning official plan policies or zoning bylaws cannot be appealed to the Local Planning Appeal Tribunal, except by the Minister.

According to the Province, “housing generated through this tool usually falls within the ‘market rental and home ownership’ category of Ontario’s range of housing choices that include temporary housing (emergency housing and transitional housing) and permanent housing (supportive housing, social/affordable rental housing, market rental and home ownership housing)”.

| Advantages | Disadvantages |
|---|---|
| <ul style="list-style-type: none"> • Provides an additional housing option in the community • Assists the Town in meeting affordable housing requirements • Potential to provide housing for households that don't earn enough to afford market housing but earn too much to receive social assistance | <ul style="list-style-type: none"> • Development industry may cite concerns with mandatory requirement to provide affordable housing |

The Province also notes that inclusionary zoning “tends to work best in locations experiencing rapid population growth and high demand for housing, accompanied by strong economies and housing markets. It is a tool that can be adapted to a wide range of local circumstances, but it may not be suitable for all communities. Municipal councils should carefully assess whether IZ is the best tool to meet local affordable housing needs”.

It is recommended that Council direct staff to engage in discussions with the development industry to discuss opportunities and potential issues of inclusionary zoning in St. Marys.

Pre-zoning

The Town can consider pre-zoning lands that may be appropriate for affordable housing. Pre-zoning involves the municipally-led rezoning of a property or properties in advance of a proposed development initiated by a land owner. The intent behind pre-zoning is to facilitate the development of desired uses and/or built form. Often areas are pre-zoned to support redevelopment, revitalization, or economic development initiatives in communities, including downtown or industrial areas in a manner that conforms to applicable Official Plan designations and policies.

| Advantages | Disadvantages |
|---|---|
| <ul style="list-style-type: none"> Eliminates significant risk and reduces time and costs for developers Development activity is encouraged by providing some certainty to property owners or developers Reduces the potential for appeals to the LPAT | <ul style="list-style-type: none"> Rezoning not subject to the usual public process where Council and the community can review and provide input on site-specific applications Issues that may be identified through the site-specific process may be missed through the more general pre-zoning approach |

It is appropriate for the Town to consider options for pre-zoning certain lands in the Town to encourage more affordable housing. Such a review will be based, to a great extent, on the land use designations and policies of the Official Plan. Therefore, it is recommended that the Town undertake this review following completion of the ongoing Official Plan review.

Alternative Development Standards

The Town can consider implementing reduced lot and frontage requirements, right-of-way width and parking requirements to reduce land costs per unit. This can be facilitated through Official Plan policies that encourage innovative and flexible design standards through the Town’s Zoning By-law to permit more efficient development of affordable housing. The Town can also consider reduced Zoning By-law parking requirements in recognition of lower car ownership rates and/or lower car ownership usage in downtown or more walkable areas.

| Advantages | Disadvantages |
|---|---------------|
| <ul style="list-style-type: none"> Reduces overall land and servicing costs which can translate into more affordable housing costs and municipal services More efficient use of land reduces impacts on environment | |

Similar to the recommendation regarding pre-zoning, it is recommended that the Town undertake such a review based on the policies of the updated Official Plan.

Height and Density Bonusing

Affordable housing as an eligible community benefit in exchange for increased heights and densities than what is permitted in the Zoning By-law (Section 37 of the Planning Act). Consideration may be given to density bonuses where affordable housing units or special care housing units are provided. The use of Section 37 provisions is much more common in high growth centres.

| Advantages | Disadvantages |
|--|---|
| <ul style="list-style-type: none"> Track record of providing affordable housing successfully in many municipalities | <ul style="list-style-type: none"> Can involve challenging negotiations Important to ensure that approved bonus densities still represent good planning |

The Town’s Official Plan provides policy direction with respect to bonusing as follows:

7.23 BONUS BY-LAWS

Prior to Council passing a Bonus Zone By-law they should consider if the bonus will achieve the following objectives:

- a) affordable housing;
- b) esthetically attractive development in keeping with architectural heritage of the area using similar building materials and colours. The development be enhanced with landscaped features;
- c) provision of open space in addition to the parkland dedication requirements;
- d) daycare facilities;
- e) preservation of structures or districts identified as architecturally, culturally, or historically significant; or
- f) environmental sensitive development that protects natural features, promotes energy conservation, encourages construction techniques that minimize waste and promote water conservation.

The Zoning By-law may contain bonus zoning for all types of development. Where bonus provisions are provided, the provisions will describe the facilities, services or matters that qualify. It will also include the height and density increases that would be acceptable. The developer must enter into an agreement prior to the passing of the Bonus By-law.

Housing in the Downtown

The Central Commercial designation in the Official Plan applies to St. Mary's downtown area. The Central Commercial area is the "primary area of culture, trade and commerce within the Town" (Section 2.1) and is viewed as an integral component of the community's well-being. To support this function, a wide range of uses are permitted including retail and personal service commercial facilities, professional administration and business offices, hotels, restaurants, places of entertainment, and residential uses if located above the first floor of buildings.

In draft Commercial and Highway Commercial Official Plan Review Discussion Paper #10 (dated January 8, 2018), it is recommended that the Town maintain policies prohibiting residential uses on the first floor of buildings in order to continue to support the commercial and service function and vitality of the downtown. However, the Town's Strategic Plan promotes the consideration of medium density housing in the downtown and surrounding areas. It is also recognized that a residential population in and around the downtown can help support businesses and contribute to its vitality. Because of this, it is recommended in Paper #10 that the Town consider options to permit standalone residential uses (e.g. low-rise apartment buildings) in the periphery parts of the Central Commercial area, provided such uses do not impact the primary commercial, service and tourism function of the downtown.

Financial Incentives

Incentives to encourage the development of affordable housing can take the form of adjustments to development charges, reductions to Planning Act fees, the collection of funds through linkage fees and property tax rate reductions. It is recognized that, as a smaller municipality, the Town is more limited in terms of resources for incentives.

Development Charges

The Town's current development charges (DC) are shown below:

Schedule of Development Charges - January 1, 2018

| Service | Residential: Single and Semi-Detached Dwelling | Residential: Apartments 2 Bedrooms+ | Residential: Apartments Bachelor & 1 Bedroom | Residential: Multiple Dwellings | Non-Residential (per ft2 of Gross Floor Area) |
|-------------------------------|--|-------------------------------------|--|---------------------------------|---|
| Services Related to a Highway | 1,425 | 848 | 587 | 974 | - |
| Fire Protection Services | 381 | 227 | 157 | 260 | - |
| Police Services | 79 | 47 | 33 | 54 | - |
| Library Services | 999 | 594 | 411 | 683 | - |
| Administration | 203 | 120 | 83 | 139 | - |
| Child Care | 83 | 49 | 34 | 57 | - |
| Waste Diversion | 7 | 4 | 3 | 5 | - |
| Wastewater Services | 4,220 | 2,511 | 1,738 | 2,883 | |
| Water Services | 1,063 | 632 | 438 | 726 | |
| Total | 8,460 | 5,032 | 3,484 | 5,781 | - |

To reduce the costs of developing new housing, an option available to the Town is to consider full or partial exemptions to development charges based on unit sizes (since development charges are typically applied based on type of dwelling vs. size of dwelling).

In the Town's former Development Charges By-law, semi-detached dwellings were identified as a separate category with a DC rate of approximately 85% of a single dwelling. In reviewing the history of this discount, the concept of affordability was the rationale for the DC discount for semis as a policy approach for Council to encourage more affordable housing to be built in St. Marys.

During the review of the updated Development Charges By-law Council reconsidered providing this discount. This reconsideration was due to the following observations:

- Council's policy to provide a discount on semi-detached construction resulted in an uptake in the construction of semis, but
- Many semis that are constructed in St. Marys are priced for sale well in excess of \$300,000.
- There is no means to measure whether the discount is in fact passed onto the initial buyer and, if so, once it is resold the benefit ends.

Upon review, Council questioned if the discount strategy was achieving Council's goal of having more housing on the market that is attainably priced. Council also found that the program was not necessarily targeted to those in need nor was there a target price point for these homes set by Council.

Ultimately Council decided to eliminate the discount for semi-detached dwellings in the new Development Charge By-law. Council also asked for this staff report to be presented with options to consider.

An option Council could consider is to establish a policy to provide a development charges discount for a multi-residential construction only for those units that are sold within what would be considered an "attainable" price range. As noted above, the Official Plan review has determined that affordable home ownership in St. Marys equates to approximately \$265,650 and rental housing equates to approximately \$850 per month.

Fees and Taxes

Another option is to waive or reduce levies, application fees and charges. These may include Planning Act application fees, building permit fees, engineering review fees, and water/sewer connection fees.

- Linkage fees are funds generated for affordable housing through levies on particular types of development (e.g. commercial development). Such levies can be paid into a housing trust fund which can be used in combination with grants received from upper levels of government.
- Property tax reductions encourage rental apartment development by establishing new tax classes for multi-residential (generally includes rental apartments with 7 or more units) which is generally higher than the tax rate for the residential class which includes condominiums and single detached dwellings. In St. Marys, multi-residential units are taxed at 1.1 times the rate of lower density residential units. Other communities (City of Stratford and the County of Perth) have amended their tax ratios so that new multi-residential constructions are taxed at the 1.0 ratio of single-detached dwellings.
- A municipality may allocate funds for affordable housing through a reserve fund for affordable housing lending for example. Reserve funds can also be used to lend to non-profit providers of affordable housing to assist in the maintenance of existing housing. It is important for the municipality to clearly set out how the reserve fund is funded and allocated. In addition, if the Town were to grant full or partial exemptions from development charges, there is the need that the funding of growth related infrastructure can still be achieved, without increasing development charges on other types of development to cover the shortfall.

When considering reductions or exemptions from fees and charges, it is important to also consider the legality of such measures and potential impacts on the finances of the Town.

Case Study – City of Ottawa

Ottawa provides an exemption from development charges for not-for-profit housing providers or charitable developers who are building new affordable rental housing. The city requires these developers to provide proof of their non-profit or charitable status in order to receive this development charge exemption. The city's development charges by-law provides for the exemption as follows:

"The following lands are exempt from development charges:

(ix) A residential use building erected and owned by non-profit housing, provided that satisfactory evidence is provided to the Treasurer that the residential use building is intended for persons of low or modest incomes and that the dwelling units are being made available at values that are initially and will continue to be below current market levels in the city "

Developers of affordable housing in Ottawa who qualify for the development charges exemption are still required to pay the transit component of the city's development charges.

Source: Municipal Guide for Facilitating Affordable Housing

| Advantages | Disadvantages |
|---|--|
| <ul style="list-style-type: none"> • Provides incentives to developers of affordable housing by reducing costs • Tax reductions reduce costs for rental housing • Fees geared to unit sizes may provide incentive for development of smaller sized units | <ul style="list-style-type: none"> • Need to consider legislative restrictions on reducing or exempting development charges on a selective basis • Reduced fees and taxes may have impacts on municipal revenues |

Community Improvement Plans

Under the Planning Act, a Community Improvement Plan (CIP) allows municipalities to offer incentives to support rehabilitation and investment in defined areas. In most cases community improvement project areas are identified for specific areas in a municipality (e.g. downtowns). However, a municipality also has the option to designate the entire municipality as a community improvement project area. Community improvement project areas are designated by by-law and a CIP can be used to allow municipalities to provide grants and loans for affordable housing. These funds can be used to support the creation of new housing stock or improvements to existing stock.

The Town will be required to consider policies in the Official Plan to ensure there is the basis for CIPs for affordable housing. The Town would also need to consider which incentives should be provided.

| Advantages | Disadvantages |
|--|---|
| <ul style="list-style-type: none"> Provides opportunity for Town to offer loans and grants to encourage investment in affordable housing May encourage re-investment in existing housing stock | <ul style="list-style-type: none"> Requires municipal investment to provide loans and grants |

Case Study – City of Peterborough

In 2011, the city created Ontario's first Affordable Housing Community Improvement Plan (CIP) to stimulate the development of affordable housing, including housing for seniors. The plan encourages the creation of affordable units by offering financial incentives to residential builders. Affordable housing can be created through new development, redevelopment, or conversion from a non-residential use. Affordable housing projects must be located within a defined CIP Project Area, which covers the majority of the city.

There are a number of financial incentive programs that are part of the city's affordable housing CIP, including:

- the Municipal Incentive Program: The City of Peterborough provides relief from planning application fees
- the Affordable Housing Tax Increment Based Program: The city reimburses a portion of the municipal property tax increase resulting from higher assessment to owners of redeveloped properties. For the first five years, the grant is generally equivalent to 100 % + of the municipal tax increase with the owner gradually paying an increasing amount for the next five years

Source: Municipal Guide for Facilitating Affordable Housing

Land Based Initiatives

Demolition Control

The Town can consider the enactment of a by-law to prohibit or regulate the demolition or conversion of residential properties (under Section 99.1 of the Municipal Act and Section 33 of the Planning Act). This can be an effective tool to preserve existing housing stock however, a municipality must also consider instances where demolition of existing housing may be beneficial due to health and safety issues of an existing development. The by-law can discourage or prevent the conversion to non-rental housing.

| Advantages | Disadvantages |
|--|--|
| <ul style="list-style-type: none"> Preserves existing affordable housing Preservation of existing housing stock is generally less expensive than providing through new development | <ul style="list-style-type: none"> Preventing demolition may not be in the best interests of the community if there are significant health and safety issues with an existing housing development |

Surplus Land

The Town should continue to provide land for affordable housing through the sale or leasing of surplus or underutilized municipally owned land. The Town's sale of 121 Ontario Street South is expected to provide additional supply of rental housing consisting of one, two and three-bedroom units. The owner of the property estimates that the proposed units will be rented in the range of \$700 - \$900 per month which will help to fill the current gap in the local market.

The Town can also maintain data to assist potential developers and tenants of affordable housing.

| Advantages | Disadvantages |
|--|--|
| <ul style="list-style-type: none"> Provides land to affordable housing sector at a reduced cost | <ul style="list-style-type: none"> Eliminates opportunity to generate municipal revenues through sale of property at market rates |

SUMMARY

In support of the Town's objectives with respect to providing affordable housing, it is recommended that the Strategic Priorities Committee recommend to Council that the Town:

- a) Initiate a Town-wide amendment to the Zoning By-law to permit secondary units in single detached, semi-detached and townhouse dwellings subject to specific provisions to regulate potential issues such as parking;
- b) Engage in discussions with the development industry with respect to opportunities and potential issues related to implementing inclusionary zoning in St. Marys;
- c) Explore opportunities for pre-zoning certain lands for affordable housing following completion of the Official Plan review;
- d) Consider alternative development standards, following completion of the Official Plan review, through an update to the Town's Zoning By-law;
- e) Support the recommendations of the Official Plan review to consider options to permit standalone residential uses (e.g. low-rise apartment buildings) in the periphery parts of the Central Commercial area, provided such uses do not impact the primary commercial, service and tourism function of the downtown;
- f) Staff report back on the Financial implications of:
 - i. Proposed development charges discounts for new multi residential units constructed for a sale price of \$265,650 or rentals of approximately \$850 per month.
 - ii. Amending the multi-residential tax ratio from 1.1 to 1.0 for newly constructed rental apartments of 7 or more units
- g) Continue to provide land for affordable housing through the sale or leasing of surplus or underutilized municipally owned land, and consider maintaining a publicly accessible database to assist potential developers seeking to construct affordable housing and tenants seeking affordable housing vacancies.

FINANCIAL IMPLICATIONS

Not known at this time.

STRATEGIC PLAN

- ☒ This initiative is supported by the priorities, outcomes, and tactics in the Plan, as summarized in Table 1 of this report.

OTHERS CONSULTED

Susan Luckhardt, Planning Coordinator

ATTACHMENTS

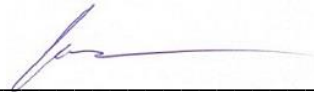
- 1) Provincial Policy Statement excerpts

REVIEWED BY

Recommended by the Department

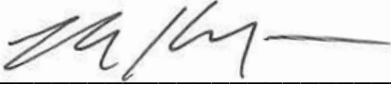


Mark Stone
Planner



Grant Brouwer
Director Building and Planning

Recommended by the CAO



Brent Kittmer, CAO / Clerk

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- d) avoiding development and land use patterns that would prevent the efficient expansion of *settlement areas* in those areas which are adjacent or close to *settlement areas*;
- e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;
- f) improving accessibility for persons with disabilities and older persons by identifying, preventing and removing land use barriers which restrict their full participation in society;
- g) ensuring that necessary *infrastructure*, electricity generation facilities and transmission and distribution systems, and *public service facilities* are or will be available to meet current and projected needs; and
- h) promoting development and land use patterns that conserve biodiversity and consider the impacts of a changing climate.

1.1.2 Sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 20 years. However, where an alternate time period has been established for specific areas of the Province as a result of a provincial planning exercise or a *provincial plan*, that time frame may be used for municipalities within the area.

Within *settlement areas*, sufficient land shall be made available through *intensification* and *redevelopment* and, if necessary, *designated growth areas*.

Nothing in policy 1.1.2 limits the planning for *infrastructure* and *public service facilities* beyond a 20-year time horizon.

1.1.3.2 Land use patterns within *settlement areas* shall be based on:

- a) densities and a mix of land uses which:
 - 1. efficiently use land and resources;
 - 2. are appropriate for, and efficiently use, the *infrastructure* and *public service facilities* which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
 - 3. minimize negative impacts to air quality and climate change, and promote energy efficiency;
 - 4. support *active transportation*;
 - 5. are *transit-supportive*, where transit is planned, exists or may be developed; and
 - 6. are *freight-supportive*; and
- b) a range of uses and opportunities for *intensification* and *redevelopment* in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.

1.1.3.3 Planning authorities shall identify appropriate locations and promote opportunities for *intensification* and *redevelopment* where this can be accommodated taking into account existing building stock or areas, including *brownfield sites*, and the availability of suitable existing or planned *infrastructure* and *public service facilities* required to accommodate projected needs.

Intensification and *redevelopment* shall be directed in accordance with the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.

1.1.3.4 Appropriate development standards should be promoted which facilitate *intensification*, *redevelopment* and compact form, while avoiding or mitigating risks to public health and safety.

1.1.3.5 Planning authorities shall establish and implement minimum targets for *intensification* and *redevelopment* within built-up areas, based on local conditions. However, where provincial targets are established through *provincial plans*, the provincial target shall represent the minimum target for affected areas.

1.1.3.6 New development taking place in *designated growth areas* should occur adjacent to the existing built-up area and shall have a compact form, mix of uses and densities that allow for the efficient use of land, *infrastructure* and *public service facilities*.

1.4 Housing

1.4.1 To provide for an appropriate range and mix of housing types and densities required to meet projected requirements of current and future residents of the *regional market area*, planning authorities shall:

- a) maintain at all times the ability to accommodate residential growth for a minimum of 10 years through *residential intensification* and *redevelopment* and, if necessary, lands which are *designated and available* for residential development; and
- b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate *residential intensification* and *redevelopment*, and land in draft approved and registered plans.

1.4.2 Where planning is conducted by an upper-tier municipality:

- a) the land and unit supply maintained by the lower-tier municipality identified in policy 1.4.1 shall be based on and reflect the allocation of population and units by the upper-tier municipality; and
- b) the allocation of population and units by the upper-tier municipality shall be based on and reflect *provincial plans* where these exist.

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the *regional market area* by:

- a) establishing and implementing minimum targets for the provision of housing which is *affordable* to *low and moderate income households*. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;
- b) permitting and facilitating:
 - 1. all forms of housing required to meet the social, health and well-being requirements of current and future residents, including *special needs* requirements; and
 - 2. all forms of *residential intensification*, including second units, and *redevelopment* in accordance with policy 1.1.3.3;
- c) directing the development of new housing towards locations where appropriate levels of *infrastructure* and *public service facilities* are or will be available to support current and projected needs;
- d) promoting densities for new housing which efficiently use land, resources, *infrastructure* and *public service facilities*, and support the use of *active transportation* and transit in areas where it exists or is to be developed; and
- e) establishing development standards for *residential intensification*, *redevelopment* and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

1.6.3 Before consideration is given to developing new *infrastructure* and *public service facilities*:

- a) the use of existing *infrastructure* and *public service facilities* should be optimized; and
- b) opportunities for adaptive re-use should be considered, wherever feasible.

1.6.6 Sewage, Water and Stormwater

1.6.6.1 Planning for *sewage and water services* shall:

- a) direct and accommodate expected growth or development in a manner that promotes the efficient use and optimization of existing:
 - 1. *municipal sewage services and municipal water services*; and
 - 2. *private communal sewage services and private communal water services*, where *municipal sewage services and municipal water services* are not available;
- b) ensure that these systems are provided in a manner that:
 - 1. can be sustained by the water resources upon which such services rely;
 - 2. is feasible, financially viable and complies with all regulatory requirements; and
 - 3. protects human health and the natural environment;
- c) promote water conservation and water use efficiency;
- d) integrate servicing and land use considerations at all stages of the planning process; and
- e) be in accordance with the servicing hierarchy outlined through policies 1.6.6.2, 1.6.6.3, 1.6.6.4 and 1.6.6.5.