



AGENDA

Regular Council Meeting

December 8, 2020

6:00 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Pages

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**
3. **AMENDMENTS AND APPROVAL OF AGENDA**

RECOMMENDATION

THAT the December 8, 2020 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

(Public input received by the Clerk's Department prior to 4:30 pm on the day of the meeting will be read aloud by the Mayor during this portion of the agenda. Submissions will be accepted via email at clerksoffice@town.stmarys.on.ca or in the dropbox at Town Hall, 175 Queen Street East, lower level.)

5. **DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS**

- 5.1. **Ontario Clean Water Agency re: 3rd Quarter Reports**

11

RECOMMENDATION

THAT the delegation from Ontario Clean Water Agency regarding the third quarter reporting be received.

5.2. Family Services Huron Perth re: Available Services

RECOMMENDATION

THAT the delegation from Family Services Huron Perth regarding available services be received.

6. ACCEPTANCE OF MINUTES

6.1. Regular Council - November 24, 2020

30

RECOMMENDATION

THAT the November 24, 2020 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

6.2. Special Council - December 1, 2020

39

RECOMMENDATION

THAT the December 1, 2020 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

7. CORRESPONDENCE

None.

8. STAFF REPORTS

8.1. Administration

8.1.1. ADMIN 69-2020 December Monthly Report (Corporate Wide)

46

RECOMMENDATION

THAT ADMIN 69-2020 December Corporate Update be received for information.

- 8.1.2. **ADMIN 70-2020 St. Marys Emergency Control Group Management** 49
- RECOMMENDATION**
THAT ADMIN 70-2020 St. Marys Emergency Control Group Management report be received; and
- THAT** Council consider By-Law 106-2020 for the purpose of repealing By-Law 58 of 2007 and replacing with current information.
- 8.1.3. **ADMIN 71-2020 Draft Community and Social Wellbeing Plan** 54
- RECOMMENDATION**
THAT ADMIN 71-2020 regarding the draft Community and Social Wellbeing Pan be received for information.
- 8.1.4. **ADMIN 72-2020 Annual Deputy Mayor Appointment** 67
- RECOMMENDATION**
THAT ADMIN 72-2020 Annual Deputy Mayor Appointment report be received; and
- THAT** Council appoint Councillor _____ as Deputy Mayor effective December 9, 2020 through to December 14, 2021.

8.2. Building and Development Services

- 8.2.1. **DEV 75-2020 Applications for Draft Plan of Subdivision and Zoning By-law Amendment (STM01-2020 and Z03-2020) by 2503778 Ontario Incorporated, 187 Wellington Street North Part Lot 16, Concession 17 Blanshard, Town of St. Marys**

69

RECOMMENDATION

THAT DEV 75-2020 Applications for Draft Plan of Subdivision and Zoning By-law Amendments (STM01-2020 and Z03-2020) for 187 Wellington Street North be received; and,

THAT Council approve the Draft Plan of Subdivision (STM01-2020) by 2503778 Ontario Incorporated subject to the conditions shown in Attachment 6 of DEV 75-2020; and,

THAT Council determine that no further public notice and/or public meeting is required for the Application for Zoning By-law Amendment (Z03-2020) in accordance with Section 34(17) of the *Planning Act* since a public meeting was held in accordance with the *Planning Act* and the modifications to the proposed By-law are minor in nature; and,

THAT Council consider enacting Zoning By-law Amendment No. Z141-2020.

- 8.2.2. **DEV 81-2020 Site Plan Agreement for 323 Queen Street W (Heybolt Ontario Ltd.)**

117

RECOMMENDATION

THAT DEV 81-2020 Site Plan Agreement for 323 Queen Street W (Heybolt Ontario Ltd.) be received; and

THAT Council consider By-law 109-2020 to approve the proposed site plan agreement for 323 Queen Street West; and

THAT that the Chief Administrative Officer be delegated the authority to negotiate such changes to bring the agreement to its final form; and

THAT Council authorize the Mayor and Clerk to execute a site plan agreement between the Town of St. Marys and Heybolt Ontario Ltd once the Chief Administrative Officer confirms the agreement to be in final form.

8.2.3.	DEV 82-2020 Thames Crest Farms Subdivision Agreement	135
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RECOMMENDATION

THAT DEV 82-2020 Thames Crest Farms Subdivision Agreement (Phase 2A) be received; and,

THAT that the Chief Administrative Officer be delegated the authority to negotiate such changes to bring the agreement to its final form; and

THAT Council consider By-law 111-2020 to authorize the Mayor and the Clerk to sign a subdivision agreement between the Town of St. Marys and Thames Crest Development Corporation.

8.3. Community Services

8.3.1.	DCS 27-2020 Lawn Bowling Agreement	271
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RECOMMENDATION

THAT DCS 27-2020 Lawn Bowling Agreement report be received; and

THAT Council consider By-Law 107-2020 authorizing the Mayor and the Clerk to execute the associated agreement with the Parks Lawn Bowling Club.

8.3.2.	DCS 28-2020 Renewal for Via Lease Agreement	278
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RECOMMENDATION

THAT DCS 28-2020 Renewal for Via Lease Agreement report be received; and

THAT Council consider By-law 108-2020 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Cameron Porteous.

8.4. Public Works

8.4.1. PW 73-2020 Winter Operations – Sidewalk and Trail System Closures 285

RECOMMENDATION

THAT PW 73-2020 Winter Operations – Sidewalk and Trail System Closures report be received; and

THAT Council approve the proposed winter maintenance reductions for specific sidewalks and trails as outlined in report PW 73-2020; and

THAT Council consider By-law 110-2020 Sidewalk and Trail Temporary Closure for Winter for the purpose of temporarily closing certain sidewalks and trails between November 1, 2020 and April 30, 2021.

9. COUNCILLOR REPORTS

9.1. Operational and Board Reports

RECOMMENDATION

THAT agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.16 be received.

9.1.1. Bluewater Recycling Association - Coun. Craigmile 289

November 19, 2020 Highlights

9.1.2. Library Board - Coun. Craigmile, Edney, Mayor Strathdee 299

November 5, 2020 Minutes

9.1.3. Municipal Shared Services Committee - Mayor Strathdee, Coun. Luna

9.1.4. Huron Perth Public Health - Coun. Luna

9.1.5. Spruce Lodge Board - Coun. Luna, Pridham 303

October 21, 2020 Minutes

9.1.6. Upper Thames River Conservation Authority 307

September 29, 2020 Minutes

9.2. Advisory and Ad-Hoc Committee Reports

- 9.2.1. Accessibility Advisory Committee - Coun. Hainer**
- 9.2.2. Business Economic Support and Recovery Task Force - Mayor
Strathdee, Coun. Edney**
- 9.2.3. Business Improvement Area - Coun. Winter** **314**
November 9, 2020 Minutes
- 9.2.4. CBHFM - Coun. Edney**
- 9.2.5. Committee of Adjustment**
- 9.2.6. Community Policing Advisory Committee - Coun. Winter, Mayor
Strathdee** **320**
November 25, 2020 Minutes
- 9.2.7. Green Committee - Coun. Pridham** **324**
November 25, 2020 Minutes
- 9.2.8. Heritage Advisory Committee - Coun. Pridham** **327**
November 9, 2020 Minutes
- 9.2.9. Huron Perth Healthcare Local Advisory Committee - Coun.
Luna**
- 9.2.10. Museum Advisory Committee - Coun. Hainer**
- 9.2.11. Planning Advisory Committee - Coun. Craigmile, Hainer**
- 9.2.12. Recreation and Leisure Advisory Committee - Coun. Pridham**
- 9.2.13. Senior Services Advisory Committee - Coun. Winter**
- 9.2.14. St. Marys Lincolns Board - Coun. Craigmile**
- 9.2.15. St. Marys Cement Community Liaison Committee - Coun.
Craigmile, Winter**

November 20, 2020 Minutes

10. EMERGENT OR UNFINISHED BUSINESS**11. NOTICES OF MOTION****12. BY-LAWS****RECOMMENDATION**

THAT By-Laws 106-2020, 107-2020, 108-2020, 109-2020, 110-2020, 111-2020 and Z141-2020 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

12.1.	By-Law 106-2020 Establish Emergency Management Program	335
12.2.	By-Law 107-2020 Lease Agreement with Parks Lawn Bowling Club	337
12.3.	By-Law 108-2020 Lease Agreement with Cameron Porteous for 5 James Street North	338
12.4.	By-Law 109-2020 Site Plan Agreement with Heybolt Ontario Ltd. for 343 Queen Street West	339
12.5.	By-Law 110-2020 Sidewalk and Trail Temporary Closure	340
12.6.	By-Law 111-2020 Subdivision Agreement with Thames Crest Development Corp. for Thames Crest Farms (Phase 2A)	342
12.7.	Zoning By-Law Z141-2020 187 Wellington Street North	343

13. UPCOMING MEETINGS

*All meetings are held virtually and will be live streamed to the Town's YouTube channel

January 12, 2021 - 9:00 am, Special Meeting of Council - Developer Roundtable
re: Affordable Housing

January 12, 2021 - 6:00 pm, Regular Council

January 19, 2021 - 9:00 am - 2:30pm, Special Meeting of Council (Budget)

January 26, 2021 - 6:00 pm, Regular Council

14. CLOSED SESSION

RECOMMENDATION

THAT Council move into a session that is closed to the public at _____ pm as authorized under the *Municipal Act*, Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affect the municipality or local board, and (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose, (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization, and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

14.1. Minutes CLOSED SESSION

14.2. FD 12-2020 (CONFIDENTIAL) County Fire Radio and Dispatching Services Program

14.3. Verbal Update - Status of Case Management Conference for 151 Water St. N. LPAT Appeal

15. RISE AND REPORT

RECOMMENDATION

THAT Council rise from a closed session at _____ pm.

15.1. Fire Dispatch Services

RECOMMENDATION

THAT Staff be directed to request Perth County to lead procurement activity for Fire Dispatch Services; and;

THAT Staff be directed to request Perth County to consider assuming the responsibility for the contracting of Fire Dispatch Services.

16. CONFIRMATORY BY-LAW

347

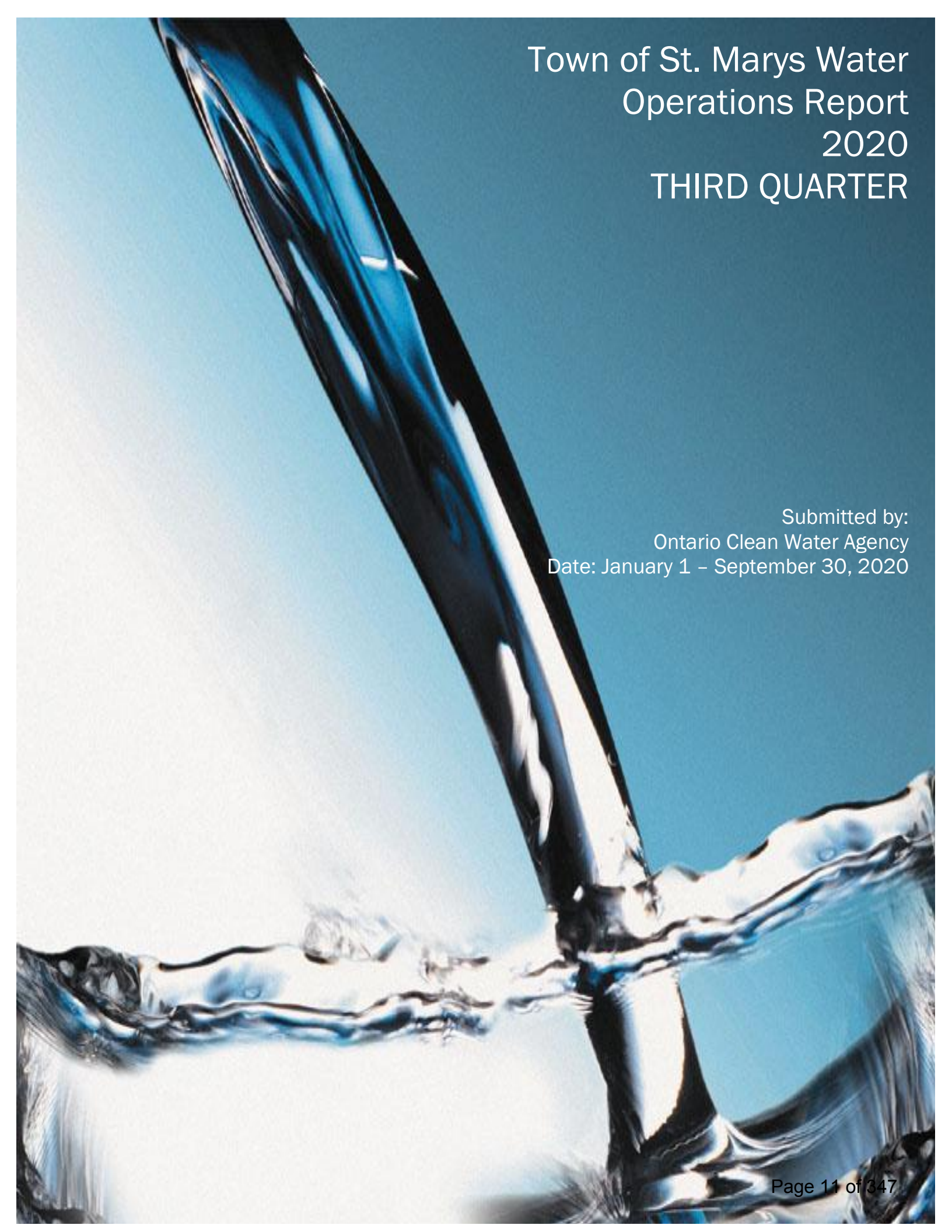
RECOMMENDATION

THAT By-Law 112-2020, being a by-law to confirm the proceedings of December 8, 2020 regular Council meeting be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

17. ADJOURNMENT

RECOMMENDATION

THAT this regular meeting of Council adjourns at _____ pm.



Town of St. Marys Water Operations Report 2020 THIRD QUARTER

Submitted by:
Ontario Clean Water Agency
Date: January 1 – September 30, 2020

Facility Description

Facility Name: St. Marys Water Distribution and Supply
Senior Operations Manager: Adam McClure (519) 274-2156
Business Development Manager: Jackie Muller (519) 643-8660
Facility Type: Municipal
Classification: Class 2 Water Distribution and Supply
Title Holder: The Corporation of the Town of St. Marys

Service Information

Area(s) Serviced: Separated Town of St. Marys
Population Serviced: 7,200

Capacity Information – Well No. 1

Total Design Capacity: 5,184 (m³/day)
Total Annual Flow (2019 Data): 368,489.86 (m³/year)
Average Day Flow (2019 Data): 1,393.93 (m³/day)
Maximum Day Flow (2019 Data): 3,691.54 (m³/day)

Capacity Information – Well No. 2A

Total Design Capacity: 5,184 (m³/day)
Total Annual Flow (2019 Data): 419,958.30 (m³/year)
Average Day Flow (2019 Data): 1,503.03 (m³/day)
Maximum Day Flow (2019 Data): 3,546.18 (m³/day)

Capacity Information – Well No. 3

Total Design Capacity: 5,184 (m³/day)
Total Annual Flow (2019 Data): 348,693.34 (m³/year)
Average Day Flow (2019 Data): 1,305.84 (m³/day)
Maximum Day Flow (2019 Data): 3,312.94 (m³/day)

Capacity Information – Ground Level Reservoir

Total Design Capacity: 1,600 m³

Capacity Information – Elevated Tower (37.9 m)

Total Design Capacity: 1,820 m³

Flow Comparisons (Total monthly flows of Wells 1, 2A and 3 - m3):

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2020	97,779	84,805	95,150	87,706	97,038	107,482	119,072	103,066	97,680			
2019	101,858	84,672	92,745	91,445	90,808	93,813	113,032	101,930	87,478	92,661	92,862	93,805

Operational Description

Each of the Pump Houses No. 1, 2A and 3 houses a vertical turbine pump, each rated at 60L/s capacity. These draw water from the three wells. Water passes through the air release valves, a backflow check valve, pressure gauges, the primary UV light disinfection unit, flow meter, the chlorine gas injection point, and actuator control valve and then into the contact chamber piping located underground.

COMPLIANCE AND EXCEEDANCES SUMMARY:

There have been no compliance or exceedance issues to date.

OCCUPATIONAL HEALTH & SAFETY:

The COVID-19 Pandemic Issue was corporately brought to the attention of all OCWA staff; precautionary protection measures were implemented at all facilities.

- Additional PPE and supplies were sourced as applicable
- The frequency of facility and vehicle cleaning and surface disinfection was increased.
- Staff re-organization was implemented to meet social distancing requirements where applicable
- Facility access to required contractors or delivery personal is closely monitored.

There have been no other health and safety issues reported to date.

GENERAL MAINTENANCE AND PLANT ACTIVITIES:

General maintenance includes monthly generator tests, greasing equipment and preventative maintenance.

FIRST QUARTER

January

06: Well #2A – Annual maintenance of chlorine regulators
09: Well #1 – Reference sensor in for calibration
15: Well #1 – Replaced bulb in UV system
16: Booster Station – Testing with Industries
25: Well #1 – Chlorine gas leak, changed cylinder
28: Sommers on-site for annual generator testing

February

19: Well #2A – Pierce Services on-site to troubleshoot turbidity analyser issues
20: Well #2A – Installed temporary turbidity meter while waiting for new one
21: Tower – Communication failure
24: Well #3 – Communication failure
28: Well #2A – Installation of new mixing valve for eyewash

March

02: Booster Station – Generator failure, Sommers on-site to troubleshoot
02: Well #3 – Install new air valve on chamber at exit as per design line
04: Well #2A – Installed new thermostat in heater
16: Well #3 – Replace broken valve and section of pipe
16: Well #1 – Computer failed, SCADA group fixed program

SECOND QUARTER

April

07: Fibre Line Repair
22: Booster Station testing in coordination with industries
28: Reservoir inspection for internal wall leaks
30: Well #2A cl2 analyzer fitting repair

May

07: Reservoir Inlet valve issues adjustments
09: Well #3 reference sensor calibration
11: Well #1 HMI computer frozen causing SCADA issues
12: All facilities backflow preventer testing
12: All facilities chlorine gas sensor bi-annual calibrations
22: Reservoir chlorine gas detector replacement pump room
26: Well #3 additional garage door lock installation

27: Reservoir packing adjustments on HLP #1, HLP #2, Check valve #1, Check Valve #2
 27: Fibre line repair
 28: Well #1/Well#2a backflow preventer replacements

June

04: Well #3 chlorine gas sensor replacement and calibration
 10: All facilities MCC and VFD electrical panel cleaning
 10: Well #1 VFD cooling fan replacement
 11: Reservoir pH probe removal from the chlorine analyzer
 11: All facilities and handheld devices annual calibrations
 15: Well #1 reference sensor eye cleaning
 17: Reservoir knife gate valve leak repair and reservoir disinfection
 18: All wells bi-annual UV sensor maintenance
 19: Reservoir chlorine analyzer feed line repair
 23: Well #2A chlorine injector repair
 30: Reservoir crack seal injection between HLP cell walls and reservoir disinfection

THIRD QUARTER

July

2: Reservoir Flow meter span adjustment
 9: Well #2A Thermostat replacement
 13: Reservoir Chlorine analyzer feed line repair
 15: Well#2A analyzer drain line replace
 17: Booster Station testing in coordination with industries
 21: Well#2A Alarm dialer board replacement
 21: Water Tower exterior cleaning
 30: Reservoir Chainfall inspections

August

8: Water Tower ROV inspection
 10: Well #3 Hydro meter replacement
 19: Reservoir Chlorine probe repair and calibration
 24: Well #1 Chlorine gas line repair
 28: Well #2A Removed main valve actuator

September

9: All facilities communication failure
 10: Well #1 Phone line repair
 11: Well #2A chlorine analyzer feed line repair
 18: Well #1 Phone line repair
 22: Well #2A Installed New main valve actuator
 23: Well #2A Turbidity analyzer feed line repair
 29: All facilities communication failure

PREVENTATIVE MAINTENANCE WORK ORDERS GENERATED												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
53	42	39	36	34	43	39	37	37				360

All work orders were completed on schedule.

DISTRIBUTION WORK

Location	Date
Service Repair, 214 Elgin Street (Planned/Emergency)	January 20,2020
Water main Repair, 256 Jones Street East (Emergency)	January 20,2020
Water main Repair Jones Street/Ontario Street (Emergency)	February 3, 2020
Water main Repair, 34 Cain Street (Emergency)	March 22, 2020
Hydrant Repair St. George St N	April 8, 2020
Fire Flow Testing St. Marys Hospital	April 29, 2020
Annual Leak Detection, West Side of The Town of St. Marys	April 29,2020
Spring Hydrant Flushing	May 3-22, 2020
Water Service Installation 100 Water St S	May 12, 2020
Fire Flow Testing 485 Queen St W	May 14, 2020
Watermain Break, Egan Ave/ James St N	May 21, 2020
Watermain commissioning Egan Ave, King St N to James St N	May 25-28, 2020
6" Watermain Service Tap for 275 James St S subdivision	May 27, 2020
Watermain Cap Installation Church St N/ Egan Ave	May 28, 2020
Watermain Tie In King St N/ Egan Ave	June 1, 2020
Watermain Tie In James St N/ Egan Ave	June 3, 2020
Service Repair 98 Ingersoll St	June 3, 2020
Watermain Commissioning Egan Ave, Wellington St N to Peel St N	June 2-5, 2020
Watermain Tie in Wellington St N/ Egan Ave	June 8, 2020
Watermain Tie In Church St N/ Egan Ave	June 10, 2020
Watermain Tie In Peel St N/ Egan Ave	June 10, 2020

Water Valve replacement James St N/ Egan Ave	June 11, 2020
Service Repair 104 Robinson St	June 15, 2020
Lead Service Replacements 379 Queen St E/ 383 Queen St E	June 17, 2020
Service Repair 80 Wilson Crt	June 22, 2020
Fire Flow Testing 485 Queen St W	June 26, 2020
Watermain Tie In Maxwell St Subdivision	July 21, 2020
Service Cap 10 Thames Rd	July 23, 2020
Service Repair 229 Queen St E	July 29, 2020
Service Repair 43 Carrol St	July 30, 2020
Service Repair 496 Grahlyn Ave	July 30, 2020
Service Repair 85 Parkhaven Cres	July 30, 2020
Service Repair 35 Milson Crt	Aug 11, 2020
Service Repair 23 Wellington St N	Sept 17, 2020
Service Repair 66 Wilson Crt	Sept 18, 2020
Service Repair 31 Waterloo St S	Sept 29, 2020

ALARMS / CALL-INS

FIRST QUARTER

January

05: Well #3 – Panel alarm
07: Reservoir – Door security alarm
20: 265 Jones St. E. – Watermain break
20: 214 Elgin St. E. – Possible service leak
25: Well #1 – Gas leak alarm

February

05: Well #3 – High turbidity alarm
24: Tower – Communication loss alarm

March

03: Well #3 – Turbidity alarm
15: Well #3 – Low Cl2 alarm

20: 34 Cain Street, water turn on
20: Well #2A – Discharge valve override alarm, pump fault
21: Reservoir and Tower – Door security alarm
23: 34 Cain Street, watermain break
27: Well #2A – Turbidity analyzer alarm
29: Well #3 – Overhead door alarm
30: Tower – Door security alarm

SECOND QUARTER

April

No Alarms/Call-Ins reported

May

15: All Water facilities communication loss

June

13: Power Failure Well#1 and Well#2A
13: All Water facilities communication loss
23: Emergency locate, cable replacement 343 Queen St W
28: All Facilities communication loss

THIRD QUARTER

July

10: Booster Station Alarm- Pump running
10: Booster Station Alarm- Pump running
20: Booster Station Alarm- Power failure
23: Well #3- Turbidity alarm
26: Well #1- UV Alarm

August

16: Well #2A- Communication failure

September

22: Booster Station Alarm- Pump running

COMPLAINTS & CONCERNS

There have been no complaints or concerns reported to date.

DWQMS UPDATE

Management Review – August 13, 2019
Internal Audit – Sept 24, 2020
External Audit – October 18, 2019
Annual Risk Assessment Review – March 11, 2020
36 Month Risk Assessment – March 11, 2020
Accreditation Status – Full Scope Entire Accreditation Expires November 3, 2020

REGULATORY INSPECTIONS

MECP Inspection occurred on July 17, 2020. 100 % rating was received on the St. Marys Water Distribution and Supply System

APPENDIX A – PERFORMANCE ASSESSMENT REPORT

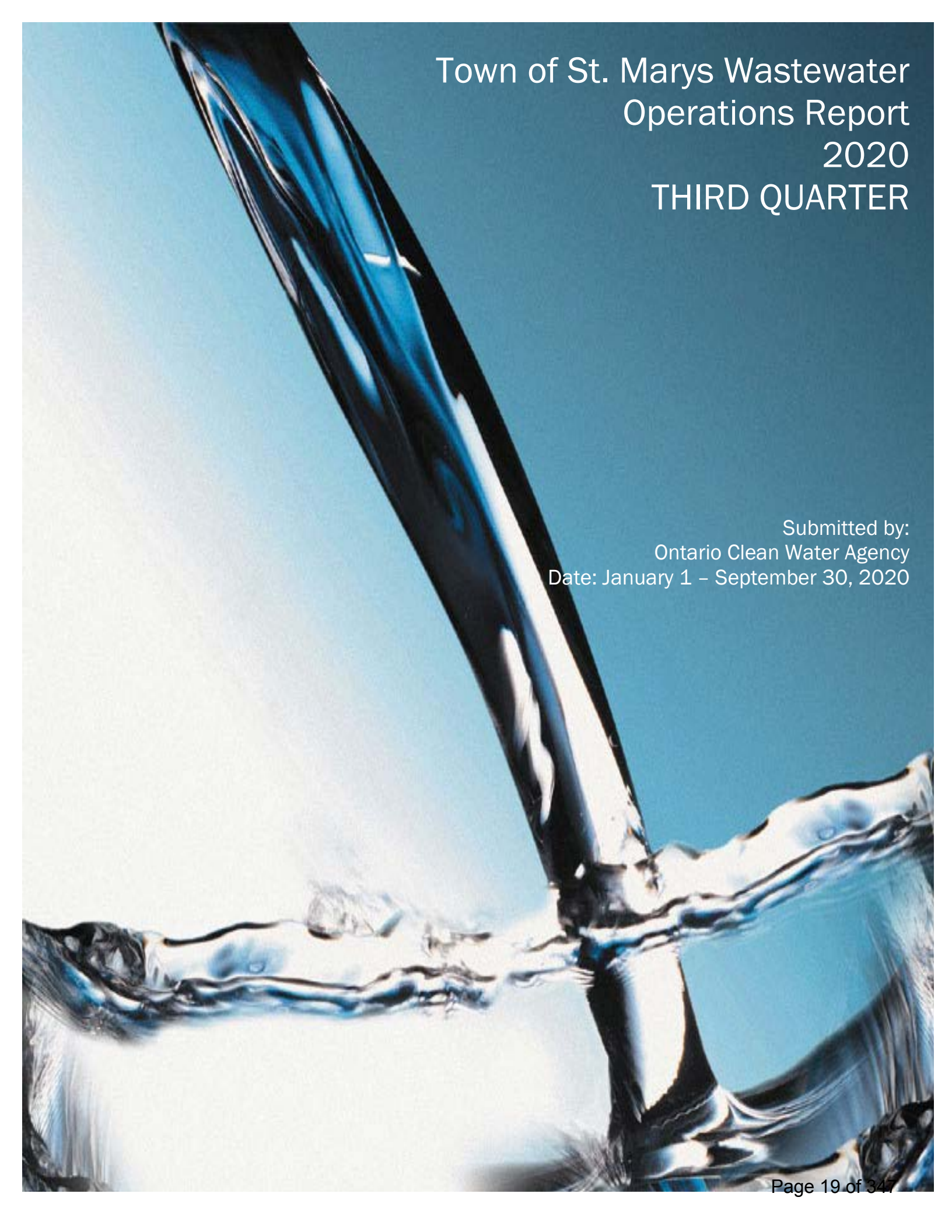
See attached.

Ontario Clean Water Agency
Performance Assessment Report Water

From: 01/01/2020 to 30/09/2020

Facility: [1262] ST MARYS DRINKING WATER SYSTEM
Works: [220000521]

	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	<-Total-->	<-Avg-->	<-Max-->	<-Min-->	<-Criteria-->
Flows:														
Raw Flow: Monthly Total - Well #1 (m³)	19326.48	28586.67	33430.41	20281.49	33006.22	32510.99	49573.82	51848.22	46645.33	315209.63				
Raw Flow: Monthly Total - Well #2 (m³)	40545.06	28545.62	37824.74	42213.89	30773.71	38640.3	30532.36	404.13	13012.48	262492.29				
Raw Flow: Monthly Total - Well #3 (m³)	37907.89	27672.84	23895.27	25210.97	33257.63	36331.11	38966.16	50813.28	38022.06	312077.21				
Raw Flow: Monthly Avg - Well #1 (m³/d)	623.43	985.75	1078.4	676.05	1064.72	1083.7	1599.16	1672.52	1554.84		1148.73			
Raw Flow: Monthly Avg - Well #2 (m³/d)	1307.91	984.33	1220.15	1407.13	992.7	1288.01	984.91	13.04	433.75		959.1			
Raw Flow: Monthly Avg - Well #3 (m³/d)	1222.84	954.24	770.82	840.37	1072.83	1211.04	1256.97	1639.14	1267.4		1137.29			
Raw Flow: Monthly Max - Well #1 (m³/d)	2667.18	2667.05	3082.45	2698.05	3433.02	2868.21	2731.05	3322	3263.76			3433.02		
Raw Flow: Monthly Max - Well #2 (m³/d)	3082.44	2802.58	3037.44	2958.09	3036.91	3452.86	2746.67	177.26	3117.61			3452.86		
Raw Flow: Monthly Max - Well #3 (m³/d)	3422.93	2918.94	2696.57	2972.42	3167.64	2597.66	2787.98	3114.95	2884.98			3422.93		
Raw Flow: Monthly Total - Total Raw Flow (m³)	97779.43	84805.13	95150.42	87706.35	97037.56	107482.4	119072.34	103065.63	97679.87	889779.13				
Raw Flow: Monthly Avg - Total Raw Flow (m³/d)	3154.18	2924.31	3069.37	2923.55	3130.24	3582.75	3841.04	3324.7	3256		3245.13			
Raw Flow: Monthly Max - Total Raw Flow (m³/d)	4171.73	3650.08	3835.88	3362.01	4083.33	4199.63	5579.19	3918.54	3772.3			5579.19		
Turbidity:														
Raw: Max Turbidity - Well #1 (NTU)	0.28	0.55	0.38	0.49	0.33	0.35	0.36	0.39	0.68			0.68		
Raw: Max Turbidity - Well #2 (NTU)	0.33	0.28	0.18	0.35	0.27	0.31	0.38	0.45	0.36			0.45		
Raw: Max Turbidity - Well #3 (NTU)	0.22	0.26	0.19	0.35	0.3	0.35	0.24	0.2	0.33			0.35		
Chemical Parameters:														
Treated: Max Nitrite - Treated Water #1 (mg/L)	0.004			< 0.003			< 0.003					0.004		
Treated: Max Nitrite - Treated Water #2 (mg/L)	< 0.003		< 0.003				< 0.003				< 0.003			
Treated: Max Nitrite - Treated Water #3 (mg/L)	< 0.003		< 0.003				< 0.003				< 0.003			
Treated: Max Nitrate - Treated Water #1 (mg/L)	2.46		3.74				1.49					3.74		
Treated: Max Nitrate - Treated Water #2 (mg/L)	0.787		1.22				0.891					1.22		
Treated: Max Nitrate - Treated Water #3 (mg/L)	0.546		1.21				0.871					1.21		
Distribution: Max THM - Distribution System (µg/l)	10		23				22					23		
Chlorine Residuals:														
Treated: Min Free Cl2 Resid - Treated Water #1 (mg/L)	0.91	0.88	1	1.02	0.99	1.07	1.05	1.01	1.09				0.88	
Treated: Min Free Cl2 Resid - Treated Water #2 (mg/L)	0.97	0.92	0.91	1.02	1.01	0.92	0.98	0.9	0.87				0.87	
Treated: Min Free Cl2 Resid - Treated Water #3 (mg/L)	1.01	0.93	1.03	1.03	1.07	1.05	1.06	1.13	1.01				0.93	
Treated: Max Free Cl2 Resid - Treated Water #1 (mg/L)	1.43	1.41	1.81	1.4	1.5	1.53	1.57	1.58	1.45			1.81		
Treated: Max Free Cl2 Resid - Treated Water #2 (mg/L)	1.33	1.45	1.47	1.37	1.34	1.33	1.32	1.47	1.32			1.47		
Treated: Max Free Cl2 Resid - Treated Water #3 (mg/L)	1.44	1.45	1.42	1.41	1.42	1.44	1.41	1.47	1.43			1.47		
Dist: Min Free Cl2 Resid - Distribution System (mg/L)	0.6	0.51	0.52	0.51	0.5	0.54	0.5	0.46					0.46	
Dist: Max Free Cl2 Resid - Distribution System (mg/L)	1.29	1.41	1.21	1.15	1.16	1.22	1.28	1.14				1.41		
Bacti Samples Collected:														
Raw Bacti: # of samples - Well #1	4	4	5	4	4	5	4	4	5	39				
Raw Bacti: # of samples - Well #2	4	4	5	4	4	5	4	4	2	36				
Raw Bacti: # of samples - Well #3	4	4	5	4	4	5	4	4	5	39				
Treated Bacti: # of samples - Treated Water #1	4	4	5	4	4	5	4	4	5	39				
Treated Bacti: # of samples - Treated Water #2	4	4	5	4	4	5	4	4	2	36				
Treated Bacti: # of samples - Treated Water #3	4	4	5	4	4	5	4	4	5	39				
Dist Bacti: # of samples - Distribution System	16	16	20	16	16	16	16	17	20	157				
Treated Bacti: # of TC exceedances - Treated Water #1	0	0	0	0	0	0	0	0	0	0				
Treated Bacti: # of TC exceedances - Treated Water #2	0	0	0	0	0	0	0	0	0	0				
Treated Bacti: # of TC exceedances - Treated Water #3	0	0	0	0	0	0	0	0	0	0				
Treated Bacti: # of EC exceedances - Treated Water #1	0	0	0	0	0	0	0	0	0	0				
Treated Bacti: # of EC exceedances - Treated Water #2	0	0	0	0	0	0	0	0	0	0				
Treated Bacti: # of EC exceedances - Treated Water #3	0	0	0	0	0	0	0	0	0	0				
Dist Bacti: # of TC exceedances - Distribution System	0	0	0	0	0	0	0	0	0	0				
Dist Bacti: # of EC exceedances - Distribution System	0	0	0	0	0	0	0	0	0	0				



Town of St. Marys Wastewater Operations Report 2020 THIRD QUARTER

Submitted by:
Ontario Clean Water Agency
Date: January 1 – September 30, 2020

Facility Description

Facility Name: St. Marys Wastewater Treatment Plant & Collection System
Senior Operations Manager: Adam McClure 519-284-1354
Business Development Manager: Jackie Muller 519-643-8660
Facility Type: Municipal
Classification: Class 3 WWT & Class 2 WWC
Environmental Compliance Approval: ECA #4934-AH9598 Issued February 24, 2017

Service Information

Population Served: 7,200

Capacity Information

Total Design Capacity: 5,560 m³/day

	Design Values	2016 Flow Data	2017 Flow Data	2018 Flow Data	2019 Flow Data	2020 Flow Data To Date
Average Daily Flow (m ³ /d)	5,560	3,986.99	4,228.26	4,373.87	4,416.46	4228.14
% of Average Daily Design Flow	-	72%	76%	79%	80%	76%

	Design Flow (m ³ /d)	2020 Average Daily Flow (m ³ /d)	2020 % Capacity	2020 Maximum Daily Flow (m ³ /d)	2020 Design Peak Flow (m ³ /d)	2020 % Peak Capacity
January	5,560	6,162.71	110	17,885	14,250	126
February	5,560	4,421.31	79	5,970	14,250	42
March	5,560	5,383.71	97	8,325	14,250	58
April	5,560	4514.37	81	5793.00	14,250	41
May	5,560	4027.45	72	5101.00	14,250	36
June	5,560	3514.93	63	4207.00	14,250	30
July	5,560	3216.35	58	3712	14,250	26
August	5,560	3493.55	63	4354	14,250	31
September	5,560	3318.87	60	3843	14,250	27
October	5,560				14,250	
November	5,560				14,250	
December	5,560				14,250	
Annual Average	5,560					

Operational Description:

Treatment Process

Raw sewage flows by gravity throughout the system to the wastewater treatment plant. Where gravity flow is not possible due to elevation restrictions, raw sewage flows to one of the three pump stations.

Inlet Works:

Sewage flows from the collection system and pump stations into the wet well through automatic bar screens then through a grit tank and comminutor, the grit is conveyed to a bin which is then sent to a landfill. Sewage then flows by gravity to the anoxic tanks.

Anoxic Tanks:

Sewage is split between two circular tanks with submersible mixers.

Aeration Tanks:

Sewage enters an inlet chamber where flows are split to three distribution chambers which feed three aeration basins operating in parallel.

Phosphorus Removal:

Aluminum sulphate is added to the channel of the outlet of the aeration tanks in order to reduce the phosphorus.

Secondary Clarifiers:

Sewage is split in to four centre feed round clarifiers. Waste activated sludge collected here can be transferred from the clarifiers to the aeration, anoxic tanks or waste activated equalization tanks.

Disinfection and Discharge:

Effluent passes through two ultraviolet banks containing a total of 112 lamps. A sodium hypochlorite liquid feed system is provided for backup chlorination in the event of UV failure.

Final effluent is discharged via pipe to a concrete structure on the bank of the Thames River.

Sludge Handling:

Waste activated sludge is transferred to one of the two sludge storage tanks on site. Currently one of the storage tanks is out of service. Digester supernatant can be directed to the aeration or anoxic tanks inlet.

The sludge is dosed with polymer and passes through a rotary drum thickener prior to transfer to the sludge storage tank. The sludge storage is the holding tank for the centrifuge. The dewatered sludge produced by the centrifuge is then run through the Lystek process. Sludge is mixed with potassium hydroxide in a heated mixing tank and processed. Product from the mixing tank is pumped to a sludge storage tank equipped with an odour control system. Sludge is then loaded to a tanker from an overhead fill pipe.

CLIENT CONNECTION MONTHLY CLIENT REPORT

Facility Name: St. Marys Wastewater Treatment Plant & Collection System

ORG#: 5520

COMPLIANCE SUMMARY

There have been no compliance or exceedance issues to date.

OCCUPATIONAL HEALTH & SAFETY

The COVID-19 Pandemic Issue was corporately brought to the attention of all OCWA staff; precautionary protection measures were implemented at all facilities.

- Additional PPE and supplies were sourced as applicable
- The frequency of facility and vehicle cleaning and surface disinfection was increased.
- Staff re-organization was implemented to meet social distancing requirements where applicable
- Facility access to required contractors or delivery personal is closely monitored.

There have been no other health and safety issues reported to date.

INSPECTIONS

The last MECP Inspection occurred on December 7, 2017.

GENERAL MAINTENANCE & PLANT ACTIVITIES

FIRST QUARTER

January

- 06: Fire extinguisher inspections.
- 07: Replaced tubing for auto samplers.
- 17: Replaced waterlines in TWAS building.
- 21: Hetek on-site to replace H2S sensor and O2 sensor.
- 27: Sommers generator bi-annual maintenance.

February

- 02: Queen Street PS – pulled pump #2 to remove rags; pump overloading.
- 10: Issues with raw sewage pump #2.
- 10: Check valve sent away to be prepared.
- 21: Raw sewage pump #1 ground fault, sent pump away for re-build.

March

- 04: Repaired leaky conduit that was damaging Lystek control panel.
- 13: Re-installed re-built raw sewage pump #1.
- 24: Took clarifier #2 out of service and replaced caulking around wire plate.
- 24: Repairs to RAS pump #2, out of service for repairs until March 25.
- 25: Replaced main water valve in the aeration basement potable waterline.
- 27: Troubleshoot centrifuge issues with supplier, all good.

SECOND QUARTER

April

- 04: Blower building heater mount repair
- 08: Drained, cleaned and inspected clarifier #4
- 15: Drained, cleaned and inspected clarifier #3
- 20: Lifting device inspections
- 21: Queen St PS door painted
- 21: Air de-fuser repair WAS tank T-308
- 21: Anoxic tank mixer MX 303 cable replacement
- 24: WAS tank T-309 mixer repair/maintenance
- 29: Drum Thickener poly pump repair/maintenance

May

- 01: 4 Lystek Storage Lids replaced
- 05: Fitting replacements on the drum thickener polymer mixer
- 12: Gas sensor bi-annual calibrations
- 12: Electric Steam boiler/ Gas steam boiler annual inspections
- 19: Final effluent Weir repair
- 21: Camera inspection 621 Queen St E
- 25: Sewer flushing 621 Queen St E

June

- 02: Alum pump discharge hose replacement
- 03: Drained, Cleaned and inspected clarifier #1
- 04: Raw sewage building H2S and O2 sensor replacements
- 10: Turbo blower health check

11: All facilities instrumentation calibrations
22: Check valve replacement on the RAS building potable water line
23: Steam boiler preheat tank water level float replacement
25: Wet well conditions assessments at all SPS
29: Lystek building smoke detector replacement
29: UPS replacement CP-4
29: Lystek building CP-7 communication issues

THIRD QUARTER

July

6: Drum thickener motor replacement
6: Queen St PS pulled pump #1 to remove rags from the impeller
6: Queen St PS New generator alarm wire installed
8: Clarifier #1 drive sandblasting and painting
13: RAS pump #3 mechanical seal replacement
20-31: Collection system manhole inspections
23: Sanitary service cap 10 Thames Rd
27: Aeration DO sensor calibration
30: WAS building vacuum breaker replacement

August

4: Repaired aeration drain pump
4-5: Drained aeration cell#2 and repaired piping
5: Steam boiler water line repair
6: Centrifuge polymer mixer bearing assembly replacement
8: UPS replacement blower building
12: WPCP power failure
12: Lystek product pump 252 VFD repair
13: Anoxic mixers relay replacement
14: Motor replacement Lystek building
17: Waterline removal to pump #2 RAS building
20: Fire system testing
21: Robinson St PS phone line repair
24: KOH feed line repair
28: Queen St PS- Replaced generator battery

September

3: Centrifuge feed pump drive repair
9: Solenoid replacement on the water feed lines to TWAS pumps 250 and 251
10: Clarifier chamber cleanout
10: CP-1 Anybus repair
14: Fire panel replacement Lystek building
18: Aeration sprinkler line repair
18: Clarifier chamber clean out
21: Waterline repair to bar screen hopper
21: Clarifier chamber clean out
22: Solenoid replacement on the water feed line to the drum thickener
28: Clarifier chamber clean out
29: Clarifier chamber clean out
30: Clarifier chamber clean out
30: RAS pump #2 complete installation

ALARMS/CALL-INS

FIRST QUARTER

January

11: Robinson Street – High level alarm, made process adjustments at WPCP to accommodate high flows

12: WPCP – High level alarm

16: WPCP – Power outage

February

No Alarms/Call-ins

March

No Alarms/Call-ins

SECOND QUARTER

April

No Alarms/Call-ins

May

No Alarms/Call-ins

June

20: WPCP- Power outage

27: Industrial waste spill into collection system, operator on-site to ensure no WPCP upsets

THIRD QUARTER

July

19: WPCP- Power outage

24: Queen St PS- Power outage

August

27: All facilities- power outage

September

11: Industrial waste spill into collection system, operator on-site to ensure no WPCP upsets

COMPLAINTS & CONCERNS

June 26 an odor complaint was received for the WPCP from a new resident on Wilson Crt.

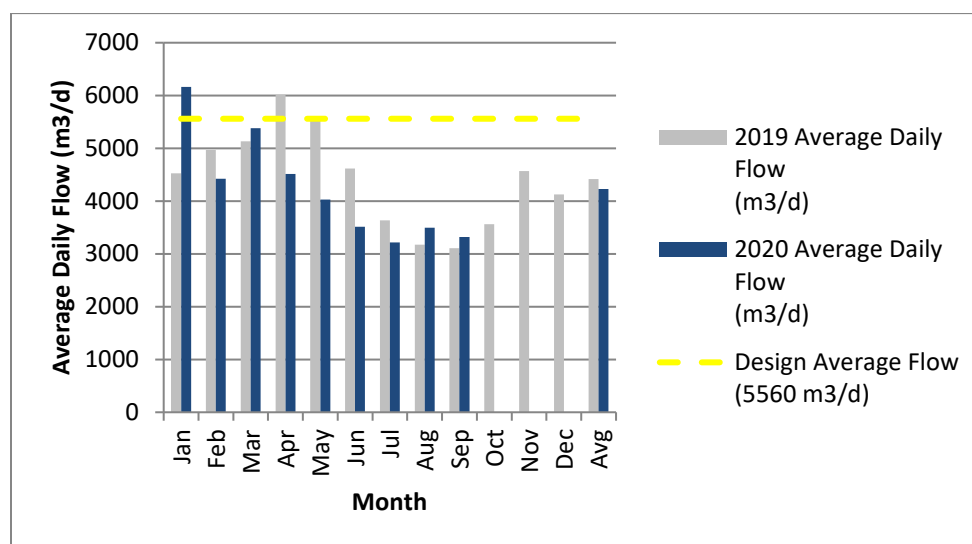
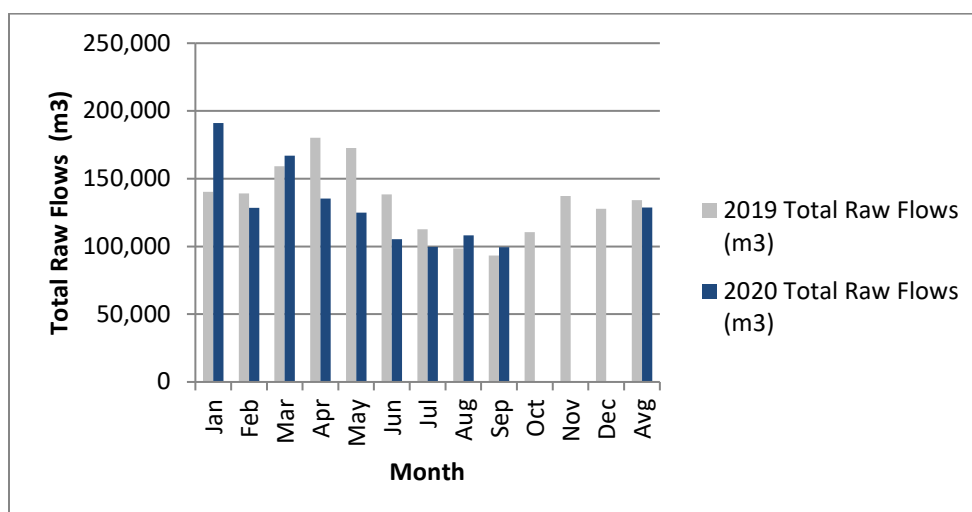
July 7 an odor complaint was received for the WPCP from a resident on Thomas St.

Aug 1 an odor complaint was received for the WPCP from a resident on Thomas St.

Aug 13 an odor complaint was received for the WPCP from a resident on Thomas St.

PERFORMANCE ASSESSMENT REPORT

The average daily flow in 2020 for the January to September reporting period is 4,228.14 m³/day.



Raw sewage samples are collected on a monthly basis following the ECA requirements. The table below shows the raw sewage sample results for 2020. The ECA does not stipulate raw sewage compliance values.

Table 1. Raw Sewage sample results for 2020.

	BOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TKN (mg/L)
January	281.25	644.5	3.108	25.125
February	353.75	450	3.8	27.375
March	236.4	196.4	2.51	18.54
April	304.500	219.750	2.927	21.175
May	315.250	312.500	3.473	24.175
June	326.6	308.8	4.876	28.02

July	365.25	380	5.63	34.425
August	407.25	247.75	4.4	26.225
September	569	477	5.985	40.6
October				
November				
December				

The effluent is sampled on a weekly basis following the requirements of the ECA. The table below summarizes the monthly average results compared against the objectives and limits identified in the ECA. There were no limit exceedances to date for 2020; the dissolved oxygen objective was not consistently met in the months of May, July, August and September of 2020.

Table 2. Effluent sample results for 2020.

	CBOD5 (mg/L)	TSS (mg/L)	TP (mg/L)	TAN (mg/L)	***E. coli (cfu/100mL)	pH	Dissolved Oxygen Min. (mg/L)
January	3.25	9	0.063	0.325	146.87	6.93- 7.88	4.63
February	4	8.5	0.093	0.200	26.054	6.76- 7.68	4.65
March	3	9	0.094	0.220	38.968	6.89- 8.08	4.91
April	4	5	0.445	0.1	8.663	7.12- 7.80	5.32
May	2.25	6.25	0.2	0.1	2.378	7.09- 7.53	3.63
June	3.6	7.4	0.474	0.1	5.404	6.87- 8.50	4.53
July	4.0	9.75	0.330	0.1	2	7.01- 7.59	3.95
August	4.25	11.75	0.270	0.1	2.991	6.62- 7.67	3.87
September	2.0	6.5	0.240	0.1	33.466	6.9 - 7.34	3.91
October							
November							
December							
Annual Average							
ECA Objective	10	10	0.7	2.5	100 / **200	6.0-8.5	4.0
ECA Limit	15	15	1.0	6.0	200	6.0-9.5	NA

*Non-freezing months

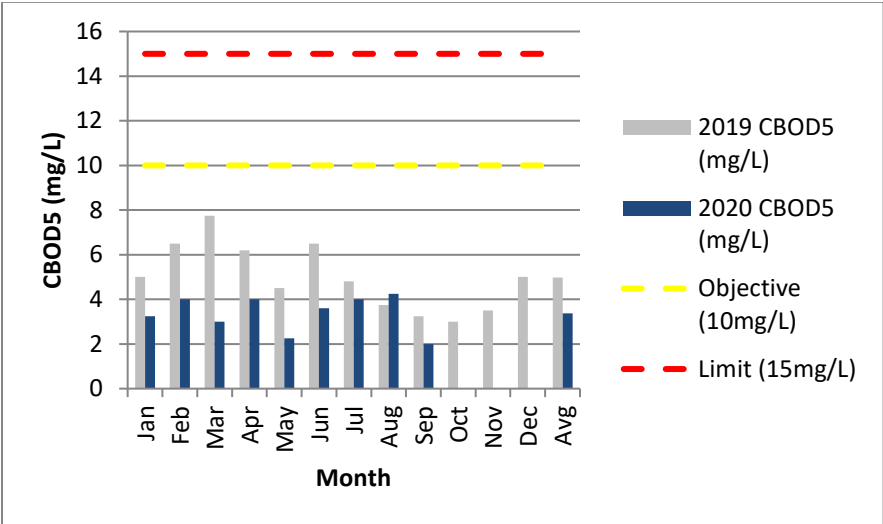
**Freezing months

***Expressed as geometric mean density

Effluent Carbonaceous Biochemical Oxygen Demand (CBOD5) monthly average for January to September of 2020 was < 3.372 mg/L. The maximum monthly CBOD average value of 4.25 mg/L was recorded for

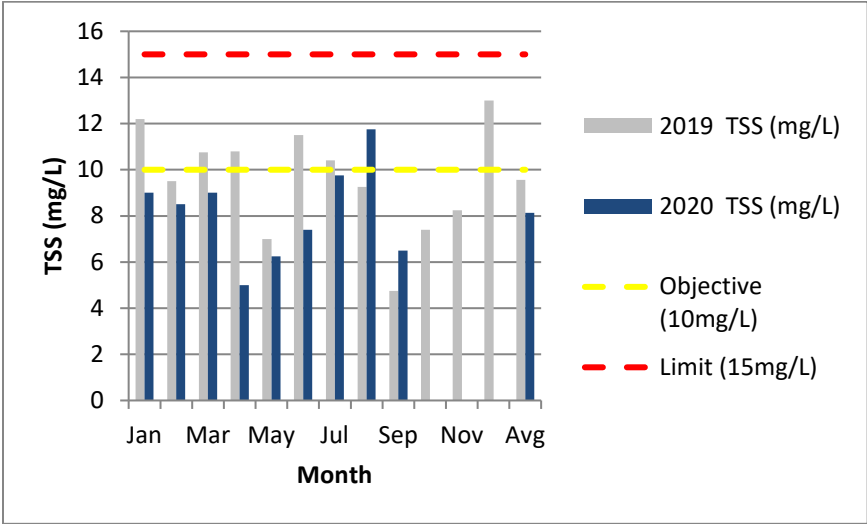
the month of August. Monthly averages met the effluent objective and limit identified in the ECA; see Chart 2 below.

Chart 2. Average Monthly Effluent CBOD5 results for 2020 compared to 2019.



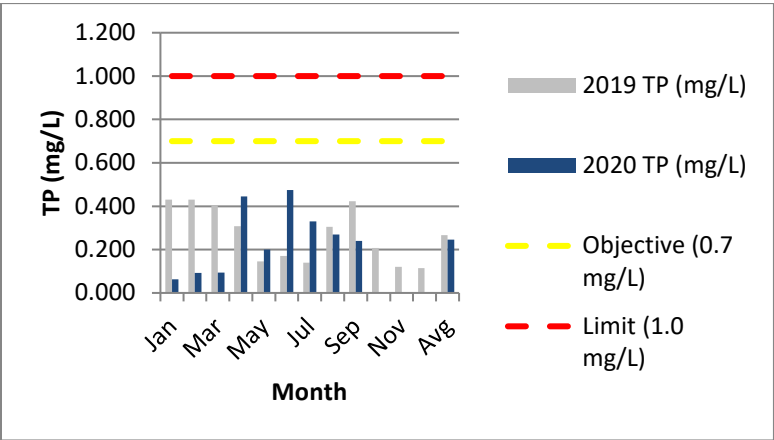
Effluent Total Suspended Solids (TSS) Monthly Average for January to September was 8.128 mg/L. The maximum monthly TSS average value of 11.75 mg/L was recorded for the month of August. Monthly averages met the effluent limit identified in the ECA but did not meet identified objective in the month of August; see Chart 3 below.

Chart 3. Average Monthly Effluent TSS results for 2020 compared to 2019.



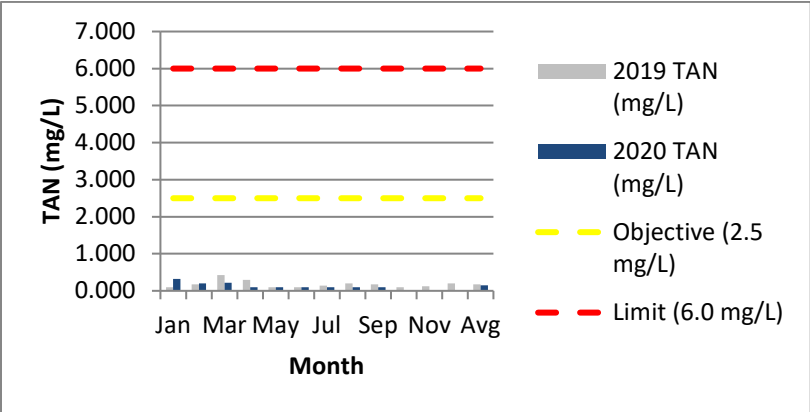
Effluent Total Phosphorus (TP) Monthly Average for January to September was 0.245 mg/L. The maximum monthly TP average value of 0.474 mg/L was recorded for the month of June. Monthly averages met the effluent objective and limit identified in the ECA; see Chart 4 below.

Chart 4. Average Monthly Effluent TP results for 2020 compared to 2019.



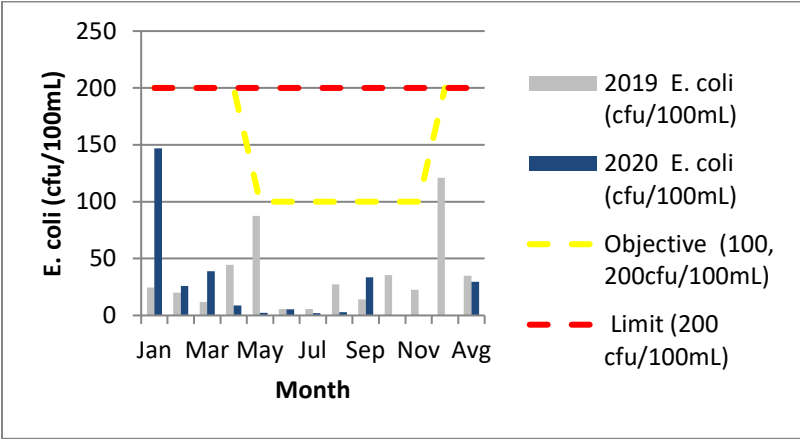
Effluent Total Ammonia Nitrogen (TAN) Monthly Average for January to September was < 0.149 mg/L. The maximum monthly TAN average value of 0.325 mg/L was recorded for the month of January. Monthly averages met the effluent objective and limit identified in the ECA; see Chart 5 below.

Chart 5. Average Monthly Effluent TAN results for 2020 compared to 2019.



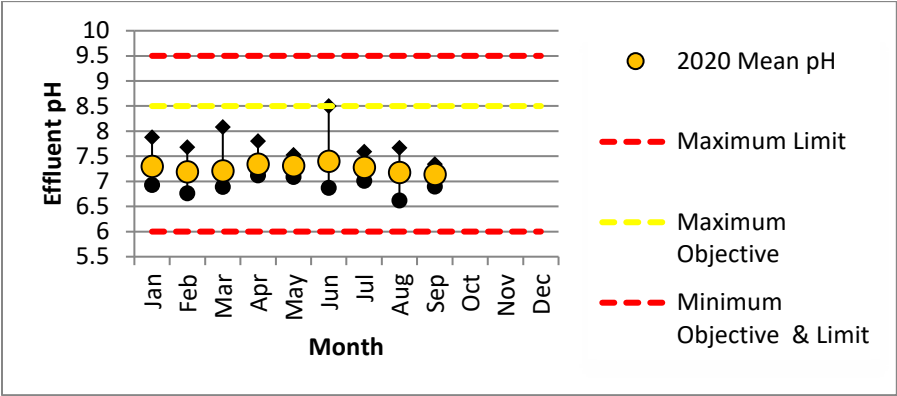
Effluent E. coli 2020 monthly Geometric Mean Density (GMD) for January to September was 29.644 cfu/100 mL. The maximum monthly GMD value of 146.81 cfu/100 mL. was recorded for the month of January. Monthly averages met the effluent objective and limit identified in the ECA; see Chart 6 below.

Chart 6. Effluent E. coli GMD results for 2020 compared to 2019.



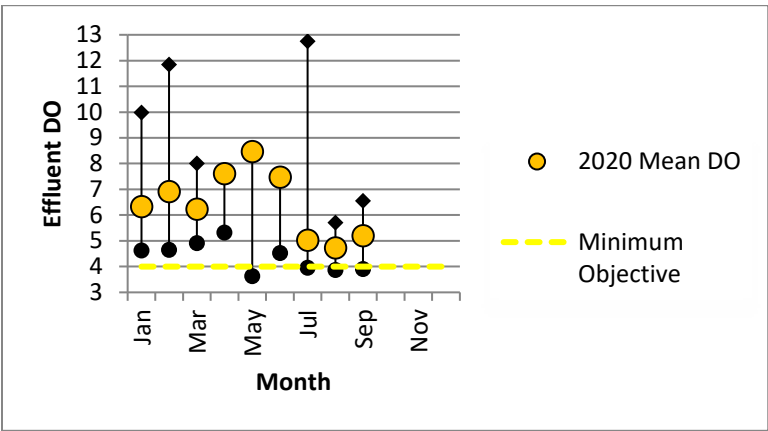
Effluent pH values for January to September met the objectives and limits identified in the ECA. A minimum pH value of 6.62 was recorded in the month of August; a maximum pH value of 8.50 was recorded in the month of June; see Chart 7 below.

Chart 7. Final Effluent pH results for 2020.



Effluent Dissolved Oxygen (DO) values for January to September did not consistently meet the objective identified in the ECA. The minimum DO value of 4.0 mg/L was not maintained in the month of May (3.63 mg/L), July (3.95 mg/L), August (3.87 mg/L) and September (3.91 mg/L); see Chart 8 below.

Chart 8. Final Effluent DO minimum results for 2020.





MINUTES Regular Council

November 24, 2020
6:00pm
Town Hall, Council Chambers

Council Present: Mayor Strathdee (in-person)
Councillor Craigmile (videoconference)
Councillor Edney (videoconference)
Councillor Hainer (videoconference)
Councillor Luna (videoconference)
Councillor Pridham (videoconference)
Councillor Winter (in-person)

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk

Conference Line
Richard Anderson, Director of Emergency Services / Fire Chief
Grant Brouwer, Director of Building and Development
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
Lisa Lawrence, Director of Human Resources
André Morin, Director of Finance / Treasurer

1. CALL TO ORDER

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

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2020-11-24-01

Moved By Councillor Luna

Seconded By Councillor Pridham

THAT the November 24, 2020 regular Council meeting agenda be accepted as presented.

4. PUBLIC INPUT PERIOD

Public input was received from two parties prior to the meeting.

St. Marys Ringette provided the following statement.

When Council deliberates additional restrictions for the PRC tonight St. Marys Ringette would like to offer the following points for consideration:

- *When Council thinks about how best to ensure community health, safety, and wellbeing we all need to ensure that we implement public health measures to prevent the spread, but we also need to ensure there are safe activities for our young people to protect their mental wellbeing. Mental health and wellbeing is now just as important as physical wellbeing and infection control.*
- *St. Marys Ringette believes they have successfully been a leader in implementing strict protocols to ensure the safety of patrons, and believe that they have achieved that balance between protecting physical and mental health.*
- *As Council considers whether or not to limit parents/guardians in the facility, please also consider that allowing them in the facility might be the best option to contain the spread. Parents, especially rural ones, who cannot enter the facility will need to fill their time while their child is on the ice. They will likely do this by running errands in Town meaning they will come into contact with many more people than if they had simply been allowed to remain in the facility and be contained.*

Frank Doyle of St. Marys Independent provided the following two questions.

- Why don't the police issue releases for all incidences in St. Marys.
- Will the new bus service in Town have any impact on VIA.

In response to the first question, Mayor Strathdee stated the Stratford Police Service have been contacted for a response. Staff will report back to Council at a future meeting.

In response to the second question, Brent Kittmer stated that the bus service should not impact VIA, rather enhance the service opportunities.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

None.

6. ACCEPTANCE OF MINUTES

6.1 Regular Council - November 10, 2020

Resolution 2020-11-24-02

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT the November 10, 2020 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

6.2 Special Council - November 17, 2020

Councillor Pridham requested the following amendment be made to minute item 2020-11-17-03 wording:

***THAT** staff report back with more information on expanding to a standalone website, with cost and timeline, first to support Retail and then expanding later, in one or two years to support Tourism and Business.*

Resolution 2020-11-24-03

Moved By Councillor Winter

Seconded By Councillor Luna

THAT the November 17, 2020 special meeting of Council minutes be approved as amended by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

7. CORRESPONDENCE

7.1 UTRCA re: Conservation Authority Act Changes

Resolution 2020-11-24-04

Moved By Councillor Luna

Seconded By Councillor Pridham

THAT the correspondence from Upper Thames River Conservation Authority regarding Conservation Authority Act Changes be received; and

THAT the Town of St. Marys does not support the UTRCA's request for Minister Phillips, Minister Yurek, and Minister Yakabuski to reconsider Schedule 6 of Bill 229 regarding the *Conservation Authorities Act*.

8. STAFF REPORTS

8.1 Administration

8.1.1 ADMIN 66-2020 November Monthly Report (Administration)

Brent Kittmer and Jenna McCartney presented ADMIN 66-2020 report.

Brent Kittmer requested that Council consider some operating direction regarding the PRC while Huron and Perth is within the Orange zone public health restrictions.

As it pertains to parent and guardian access at the Pyramid Recreation Centre for ice use, Council was of the consensus to continue status quo and permit one parent or guardian per child in the facility while the Huron Perth Public Health area's Orange zone restrictions during the pandemic.

As it pertains to facility rentals and game play at the Pyramid Recreation Centre, Council was of the consensus that organizations based outside of the Huron Perth Public Health area will not be permitted while the public health area is within the Orange zone restrictions during the pandemic.

Resolution 2020-11-24-05

Moved By Councillor Edney

Seconded By Councillor Luna

THAT ADMIN 66-2020 November Monthly Report (Administration) be received for information.

CARRIED

8.1.2 ADMIN 67-2020 Council Meeting Calendar for 2021

Jenna McCartney presented ADMIN 67-2020 report.

Resolution 2020-11-24-06

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT ADMIN 67-2020 Council Meeting Calendar for 2021 report be received; and

THAT Council approve the 2021 Council meeting calendar as presented.

CARRIED

8.1.3 ADMIN 68-2020 Appoint Deputy Treasurer

Jenna McCartney presented ADMIN 68-2020 report.

Resolution 2020-11-24-07

Moved By Councillor Edney

Seconded By Councillor Pridham

THAT ADMIN 68-2020 Appoint Deputy Treasurer report be received; and

THAT Council consider By-Law 102-2020 to appoint a Deputy Treasurer for the Corporation.

CARRIED

8.2 Building and Development Services

8.2.1 DEV 80-2020 November Monthly Report (Building and Development)

Grant Brouwer presented DEV 80-2020 report.

Resolution 2020-11-24-08

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT DEV 80-2020 November Monthly Report (Building and Development) be received for information.

CARRIED

8.3 Community Services

8.3.1 DCS 26-2020 November Monthly Report (Community Services)

Stephanie Ische presented DCS 26-2020 report.

Resolution 2020-11-24-09

Moved By Councillor Pridham

Seconded By Councillor Luna

THAT DCS 26-2020 November Monthly Report (Community Services) be received for information.

CARRIED

8.4 Corporate Services

8.4.1 COR 39-2020 October Monthly Report (Corporate Services)

André Morin presented COR 39-2020 report.

Resolution 2020-11-24-10

Moved By Councillor Pridham

Seconded By Councillor Luna

THAT COR 39-2020 October Monthly Report (Corporate Services) be received for information.

CARRIED

8.5 Fire and Emergency Services

8.5.1 FD 11-2020 November Monthly Report (Emergency Services)

Chief Anderson presented FD 11-2020 report.

Resolution 2020-11-24-11

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT FD 11-2020 November Monthly Report (Emergency Services) be received for information.

CARRIED

8.6 Human Resources

8.6.1 HR 12-2020 November Monthly Report (Human Resources)

Lisa Lawrence presented HR 12-2020 report.

Resolution 2020-11-24-12

Moved By Councillor Winter

Seconded By Councillor Luna

THAT HR 12-2020 November Monthly Report (Human Resources) be received for information.

CARRIED

8.7 Public Works

8.7.1 PW 72-2020 November Monthly Report (Public Works)

Jed Kelly presented PW 72-2020 report.

Resolution 2020-11-24-13

Moved By Councillor Craigmile

Seconded By Councillor Pridham

THAT PW 72-2020 November Monthly Report (Public Works) be received for information.

CARRIED

8.7.2 PW 70-2020 Source Water Protection Services – Contract Renewal

Jed Kelly presented PW 70-2020 report.

Resolution 2020-11-24-14

Moved By Councillor Craigmile

Seconded By Councillor Pridham

THAT Report PW 70-2020, Source Water Protection Services – Contract Renewal be received; and

THAT Council direct staff to continue to utilize Risk Management Services from the Upper Thames River Conservation Authority to meet the Town's Clean Water Act requirements; and,

THAT staff bring back the associated agreement at a later date.

CARRIED

9. EMERGENT OR UNFINISHED BUSINESS

None.

10. NOTICES OF MOTION

None.

11. BY-LAWS

Resolution 2020-11-24-15

Moved By Councillor Hainer

Seconded By Councillor Luna

THAT By-Law 102-2020 be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

11.1 By-Law 102-2020 Appoint a Deputy Treasurer

12. UPCOMING MEETINGS

Mayor Strathdee reviewed the upcoming meetings as presented on the agenda.

Council took a brief break at 7:43 pm.

Mayor Strathdee called the meeting back to order at 7:50 pm.

13. CLOSED SESSION

Resolution 2020-11-24-16

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT Council move into a session that is closed to the public at 7:50 pm as authorized under the *Municipal Act*, Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

CARRIED

13.1 Minutes CLOSED SESSION

13.2 151 Water Street North, St. Marys LPAT Appeal Direction

14. RISE AND REPORT

Resolution 2020-11-24-17

Moved By Councillor Edney

Seconded By Councillor Luna

THAT Council rise from a closed session at 8:38 pm.

CARRIED

Mayor Strathdee reported that a closed session was held where one matter related to LPAT appeal direction was considered. Council will now consider a resolution regarding the matter.

14.1 Delegation of Authority

Resolution 2020-11-24-18

Moved By Councillor Hainer

Seconded By Councillor Craigmile

THAT Council delegate authority to the Chief Administrative Officer to take and to direct the taking of all steps the Chief Administrative Officer deems advisable in relation to the appeal brought by 1934733 Ontario Inc., Local Planning Appeal Tribunal Case Number PL200131, and any related proceedings, and to report to Council.

CARRIED

15. CONFIRMATORY BY-LAW

Resolution 2020-11-24-19

Moved By Councillor Pridham

Seconded By Councillor Edney

THAT By-Law 103-2020, being a by-law to confirm the proceedings of November 24, 2020 regular Council meeting be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

16. ADJOURNMENT

Resolution 2020-11-24-20

Moved By Councillor Winter

Seconded By Councillor Luna

THAT this regular meeting of Council adjourns at 8:41 pm.

CARRIED

Al Stratthdee, Mayor

Jenna McCartney, Clerk



MINUTES
Special Meeting of Council

December 1, 2020
9:00 am
Town Hall, Council Chambers

Council Present: Mayor Strathdee (in-person)
Councillor Craigmile (videoconference)
Councillor Edney (videoconference)
Councillor Luna (videoconference)
Councillor Hainer (videoconference)
Councillor Pridham (videoconference)
Councillor Winter (in-person)

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk

Conference Line
Richard Anderson, Director of Emergency Services / Fire Chief
Grant Brouwer, Director of Building and Development
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
Lisa Lawrence, Director of Human Resources
André Morin, Director of Corporate Services / Treasurer
Sarah Andrews, Library CEO

1. CALL TO ORDER

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

2. DECLARATION OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Councillor Hainer requested that the topic "Access to Recreation, Leisure and Mental Health Programs in St. Marys" be added to the agenda.

Councillor Luna requested that the topic "Community Safety and Wellbeing" be added to the agenda.

Mayor Strathdee stated that Brent Kittmer will provide an update on public health orders related to COVID-19 compliance within the portion of "Public Input" in the agenda.

Councillor Craigmile requested that the topic "BRA Holiday Schedule" be added to the agenda.

Resolution 2020-12-01-01

Moved By Councillor Hainer

Seconded By Councillor Craigmile

THAT the December 1, 2020 special meeting of Council agenda be accepted as amended.

CARRIED

4. PUBLIC INPUT

No public input was submitted to the Clerk's Department prior to the deadline.

Brent Kittmer gave an update on the recent orders put in place by Dr. Klassen through the Huron Perth Public Health (HPPH). Mr. Kittmer is waiting for a reply from HPPH regarding the implementation of orders and the process the Town should follow.

Mr. Kittmer also highlighted that there has been an uptick in response to the Town's Community Wellness Program as cases increase throughout the HPPH area.

5. 2021 BUDGET DELIBERATIONS

5.1 Draft Operation Budget Review

5.1.1 Library

Sarah Andrews, St. Marys Public Library CEO, gave an overview of the St. Marys Public Library draft operation budget for 2021 and introduced the Library Board Chair, Cole Atlin.

5.2 Staff Reports

5.2.1 COR 40-2020 Fire Reserve Fund Strategy

André Morin presented COR 40-2020 report.

Resolution 2020-12-01-02

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT COR 40-2020 Fire Reserve Fund Strategy report be received; and

THAT Council provide staff with approval to proceed with the High Priority needs expenditures for the Fire Hall as outlined in COR 40-2020, to be funded from the Fire Hall Upgrades contingency fund; and

THAT Council provide staff with the approval to proceed with the Medium Priority needs expenditures for the Fire Hall as outlined in COR 40-2020, to be funded from the Fire Hall Upgrades contingency fund; and

THAT Council approves the 2021 increase of \$10,000 to the Fire Reserve Fund transfer; and

THAT Council defers the Fire Pumper truck purchase to the 2022 Budget

CARRIED

5.2.2 COR 41-2020 2021 Consolidated Fee By-law

André Morin presented COR 41-2020 report.

Resolution 2020-12-01-03

Moved By Councillor Luna

Seconded By Councillor Pridham

THAT COR 41-2020 2021 Consolidated Fee By-law report be received; and

THAT Council consider By-law 104-2020 being a by-law to establish fees or charges for services or activities provided or done by or on behalf of The Corporation of the Town of St. Marys.

CARRIED

5.2.3 DEV 81-2020 School Partnership for Work on Stone Walls

Grant Brouwer presented DEV 81-2020 report.

Resolution 2020-12-01-04

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT DEV 81-2020 School Partnership for Work on Stone Walls report be received for information.

CARRIED

5.2.4 DEV 84-2020 1221 Water St. S, Landfill Exterior Building Renovation

Grant Brouwer presented DEV 84-2020 report.

Resolution 2020-12-01-05

Moved By Councillor Craigmile

Seconded By Councillor Hainer

THAT DEV 84-2020 1221 Water St. S., Landfill Exterior Building Renovation report be received for information.

CARRIED

5.3 Budget Next Steps

André Morin presented a verbal update on external transfers as it will impact the 2021 municipal budget.

Mr. Morin noted that with the adjustments to external transfers, the 2021 draft budget has improved, but there are expected increases to these services in 2021.

The only concerning risk to the draft budget 2021 budget is the budgeted 2021 assessment growth may be less than projected due to an assessment appeal. Mr. Morin stated that an update on the assessment growth will be presented at the January 2021 budget meeting, and that the draft budget may end up reflecting a 1% increase.

The next budget meeting is January 19, 2021 to review: Community Grants, tax policy, and COVID Relief funds update.

5.4 Access to Recreation, Leisure and Mental Health Programs in St. Marys

Councillor Hainer proposed that the Town should consider a COVID funding stream to support individuals with access to recreation, leisure and mental health programs during the pandemic.

Councillor Hainer put motion # 2020-12-01-06 on the floor.

Resolution 2020-12-01-06

Moved By Councillor Hainer

Seconded By Councillor Pridham

THAT a portion of the COVID relief program be allocated to financial relief for recreation, leisure and mental health programs; and

THAT staff report back with a policy.

CARRIED

5.5 Community Safety and Wellbeing

Councillor Luna inquired whether the Stratford Police Service could be asked about its mental health check policy.

Councillor Winter stated the matter can be added to the next Community Policing Advisory Committee meeting.

Mr. Kittmer provided a brief update on additional funding to support mobile crisis rapid response that has been received by the Stratford Police Service.

Mr. Kittmer stated that staff are prepared to report back to Council at the December 8, 2020 meeting regarding the Town's Community Wellness Plan.

5.6 Bluewater Recycling Association Holiday Schedule

Councillor Craigmile stated that BRA has made provisions within the waste and recycling schedule in the month of December to accommodate for Christmas and New Year's Eve. If resident's recycling and waste collection is regularly scheduled for December 25 and January 1, it will occur the following day on Saturday.

Council took a brief recess at 11:09 am.

Mayor Strathdee called the meeting back to order at 11:20am.

6. CLOSED SESSION

Resolution 2020-12-01-07

Moved By Councillor Luna

Seconded By Councillor Edney

THAT Council move into a session that is closed to the public at 11:20 am as authorized under the *Municipal Act*, Section 239(2)(d) labour relations or employee negotiations.

CARRIED

6.1 HR 13-2020 CONFIDENTIAL Cost of Living Report Back

7. RISE AND REPORT

Resolution 2020-12-01-08

Moved By Councillor Hainer

Seconded By Councillor Edney

THAT Council rise from a closed session at 11:58 am.

CARRIED

Mayor Strathdee reported a closed session was held with one matter being considered. Council will now consider a resolution on the matter.

Councillor Craigmile requested a recorded vote for motion 2020-12-01-09.

Resolution 2020-12-01-09

Moved By Councillor Luna

Seconded By Councillor Edney

THAT the draft 2021 municipal budget be amended to include an increase to the cost of living allowance to 1.46% from 1.17% to adjust for the negative impact that COVID-19 had on the CPI in 2020.

Support (2): Councillor Edney, and Councillor Luna

Oppose (5): Mayor Strathdee, Councillor Craigmile, Councillor Hainer, Councillor Pridham, and Councillor Winter

DEFEATED

8. UPCOMING MEETINGS

Mayor Strathdee reviewed the upcoming meeting as presented on the agenda.

9. BY-LAWS

Resolution 2020-12-01-10

Moved By Councillor Hainer

Seconded By Councillor Craigmile

THAT By-Law 104-2020 be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

10. CONFIRMATORY BY-LAW

Resolution 2020-12-01-11

Moved By Councillor Hainer

Seconded By Councillor Pridham

THAT By-Law 105-2020, being a by-law to confirm the proceedings of the December 1, 2020 special Council meeting, be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

CARRIED

11. ADJOURNMENT

Resolution 2020-12-01-12

Moved By Councillor Edney

Seconded By Councillor Hainer

THAT this special meeting of Council adjourns at 12:07 pm.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Administration

Date of Meeting: 8 December 2020

Subject: ADMIN 69-2020 December Corporate Update

RECOMMENDATION

THAT ADMIN 69-2020 December Corporate Update be received for information.

DEPARTMENTAL HIGHLIGHTS

This collaborative report is presented to Council in place of individual monthly reports. This has been the typical approach for the December meeting for a few years as the last monthly reports by staff were presented to Council only two weeks ago. The updates below represent key updates that have occurred since the last monthly report.

Administration

- Have connected with Family Services Perth Huron (the “FSPH”) regarding a draft MOU for the social worker pilot program. FSPH is finalizing a draft MOU to be circulated to the Town, and we anticipate this will be shared with Council in January. Targeting an end of January start for the position.
- Have received a capital budget request from the Stratford Police Service. After a technical review, they have determined that radio upgrades will be required for their communication system. The St. Marys specific upgrades are forecasted to be \$57,000. A formal budget request will be presented to CPAC for vetting once Stratford City Council has reviewed the draft budget.
- The Stratford Police Services Board has endorsed the use of body cameras on officers. This program is expected to be phased in during 2021. This will cause there to be a small increase to the Town’s policing budget, in the order of \$6,000 per year.
- Concerns have been received from residents regarding what, if any, local impact there will be from a proposed glass factory in Stratford. Staff have been able to confirm that there have been no environmental approvals submitted to the MOECP thus any potential impacts to St. Marys cannot be determined at this time.

Building and Development

- Virtual Open House for Community Improvement Plan on December 03
- Tailgate with Development Community on December 08
- Virtual Open House for Official Plan on December 10
- Developing a Round Table with Council on January 12. Giving Council a one on one with the Development Community

Community Services

- Staff have held a preliminary discussion about how to implement a local subsidy program for recreation services. At this point in time the scope and scale of the need is not known. To help gauge the need, an expression of interest style application will be issued to get sense of the need that exists.
- Senior Services has been working with the St. Marys Rotary Club and local restaurants to provide weekly delivery of restaurant meals. This program is run by the Home Support Service Congregate Dining program with units of service and numbers of service reported to the South West LHIN. This is a co-pay meal by those who are registered and range from full subsidy to partial subsidy. The program is funded through United Way, SW LHIN and private donations. There are currently 92 individuals receiving this service for a variety of reasons. Senior Services will not be offering a Community Dining take out meal the week of December 21. The United Church has volunteered to serve those who are currently registered with the program to provide a Christmas meal in lieu of the annual meal they would have provided through the Community Supper program.
- Senior Services will be offering a Christmas Lunch for Community members. The department will be working with a local caterer and local business for meal service. This will be a drive thru event with the option for prearranged delivery for anyone with limited access to transportation. Due to limited capacity the department will only have 150 meals available for purchase and this will be first come first serve as in the past.
- Staff are communicating with local restaurants to gauge what holiday meal options are available for those not able to enjoy a meal with friends and family. Staff is currently working on a program to support residents who may have financial barriers to access a holiday meal. The goal would be to provide a voucher for a meal as well as a care kit for the holiday season. Staff will work with local agencies/police service to assist with the distribution of this program.
- Senior Service programs and services continue to run well and at full capacity. The department has added two additional fitness classes as well as virtual participation options through the Zoom platform to accommodate the overflow and ensure participants who wish to stay at home continue to have access to programs for mental and physical wellbeing. The department will begin offering outreach fitness class in the January. Falls Preventions class will be available twice a week at the YMCA targeting frailer, older adults.
- Senior Services/Community Wellness is offering Christmas connection calls for anyone looking to brighten their holidays over the phone.
- Staff continue to work on coordination of volunteers and program ideas for the social telephone programming. It is anticipated that these programs many grow during the winter months and targeting the more isolated residents.
- All Community Services programs are currently operating at full capacity.

Corporate Services

- Business Economic Support and Recovery Task Force meeting scheduled on Dec 3, 2020 to discuss Business grant program outcomes (35 applications received) and potential needs for 2021.
- The shop local Instagram campaign promoting local businesses and shopping through-out the holiday season has been launched. We have featured one a day and the campaign is helping to gain followers and develop new interest in our businesses.
- Transition for our new Communications Manager and Communications Specialist will be begin on December 7, 2020.

Fire / Emergency Services

- During the month of December (13 November – 02 December 2020) the Fire department responded to seven (7) emergency responses most notably:
- 1 CO Alarm, 1 Fire, 1 Automatic Alarm, 3 MVC and 1 VSA.
- The St. Marys Fire Department has responded to 114 calls for service compared to 128 at the same time last year.
- Training has consisted of Ice Water Rescue (Theory) and Maintenance night. Fire Department personnel do not train during the month of December.
- Chief Fire Prevention Officer has completed 2 Requests, 3 Follow up, 3 Routine and 5 site inspections.

Human Resources

- Recruiting for a Finance Clerk. Posting closes December 10, 2020.
- Interviewing for the Community Services Coordinator.
- Onboarding our new Human Resources Generalist, Jacqueline Malison.
- Completing the annual review of the Respect in the Workplace Policy.
- Researching best practices and training opportunities for our Senior Management Team on the topic of managing remote workers.

Public Works

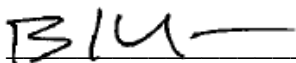
- Church Street South railing replacement completed by Public Works staff (25 year life cycle)
- Perth County Mutual Aid Agreement – Pending (waiting for details from Perth County)
- Completed 2020-2021 winter operations planning and training
- Christmas Tree Drop off at the Municipal Operations Centre until January 8, 2020
- Grinding of brush and wood piles at the MOC and Landfill has started

SPENDING AND VARIANCE ANALYSIS

None to report.

REVIEWED BY

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Todd McKone, CEMC
Date of Meeting:	8 December 2020
Subject:	ADMIN 70-2020 St. Marys Emergency Control Group Management

PURPOSE

To meet the requirements of Emergency Management and Civil Protection Act (EMCPA) compliance administered by Emergency Management Ontario, all Members of the Emergency Control Group (MECG) must attend all meetings when the activation of said group takes place in an Emergency, when available (i.e., not on vacation). In order to be compliant with the EMCPA all MECG members must be municipal employees and must attend and actively participate in training and exercises on an annual basis. Agencies representing industries (or services) that may be required during Emergencies can be called upon by the MECG on an as needed basis by acting as a Supporting Agency.

RECOMMENDATION

THAT ADMIN 70-2020 St. Marys Emergency Control Group Management report be received; and

THAT Council consider By-Law 106-2020 for the purpose of repealing By-Law 58 of 2007 and replacing with current information.

BACKGROUND

The Town of St. Marys current Emergency Management Program By-law, 58 of 2007, was approved by Council on September 25, 2007. The By-law has been amended by By-Law 26-2019. A consolidated version of By-law 58 of 2007 has been attached to this report.

Currently, the Members of the Emergency Control Group (MECG) include the following:

- CAO
- Fire Chief
- Stratford Police Deputy Chief
- Director, Public Works
- Public Works Supervisor
- Environmental Services Supervisor
- Chief Paramedic Services, County of Perth
- Perth County Medical Officer of Health
- Stratford Social services
- Festival Hydro

REPORT

All members of the MCEG shall be municipal employees under Ontario Standards Regulation 380/04, 11.3.(a). All members must attend and actively participate in training and exercises on an annual basis.

Specific groups of interest (Medical Officer of Health, Festival Hydro, Social Services for example) can be summoned into ECG meetings as required, and therefore do not need to sit on the ECG as permanent members.

The CEMC suggests a reconfiguration of the current St. Marys Emergency Control Group to include only the following members, or less:

1. Mayor
2. CAO
3. Director Public Works
4. Fire Chief
5. Police
6. Director of Corporate Services/Treasurer
7. CEMC
8. Alternate CEMC's
9. Director of Human Resources
10. Corporate Communications Manager
11. Director Community Services
12. Director Building/Development
13. Clerk
14. Any other Town of St. Marys staff member that the EOC director feels is necessary depending on the circumstance.

It is also suggested that the Emergency Management Program Committee Members be the same as the Emergency Control Group Members for ease of OFMEM reporting purposes, ease of meeting(s) and full review of the program each year. The Chair of the Emergency Management Program Committee will be the Chief Administrative Officer acting in their role as the EOC director.

Each time the Emergency Response Plan is revised, it must be forwarded to council for approval. However, revisions to the annexes and minor administrative changes can be made without resubmitting the Emergency Response Plan to council each time. (Pg.7 Annual Review, ERP.2020)

FINANCIAL IMPLICATIONS

There are no financial implications from this report.

SUMMARY

For comparison, other municipalities in Perth County operate their Emergency Control Groups between 4 to 7 Municipal Employed Members, with no outside agencies. I recommend to the St. Marys Council to consider revising their membership to municipal employees only. This will streamline the future reporting process, meetings and in-house training as required by the OFMEM compliance requirements.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

None

ATTACHMENTS

By-Law 58 of 2007 Consolidated Version (with By-law 26-2019 amendments)

Draft By-law 106-2020 can be reviewed within the By-Law section of the agenda package.

REVIEWED BY

Recommended by the Department

Signed by Todd McKone

Todd McKone

C.E.M.C

Recommended by the CAO

BK

Brent Kittmer

Chief Administrative Officer

BY-LAW NUMBER 58 OF 2007

OF THE CORPORATION OF THE TOWN OF ST. MARYS

BEING a by-law requiring an emergency management program for the protection of public safety, health, the environment, the critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

~~WHEREAS, the Province of Ontario has passed an Act, which requires the development and implementation of an emergency management program (The Emergency Management and Civil Protection Act, Chapter E9, RSO 1990) by the Council of a municipality;~~
WHEREAS, the Province of Ontario has passed an Act and Regulation which requires the development and implementation of an emergency management program (The Emergency Management and Civil Protection Act, Chapter E9, RSO 1990) by the Council of a municipality;

Commented [JM1]: Amendment by By-law 26-2019

AND WHEREAS, this Act requires the emergency management program to conform to standards promulgated by Emergency Management Ontario in accordance with international best practices, including the five core components of emergency management, namely: mitigation, prevention, preparedness, response and recovery; and also makes provision for the municipality and council to develop and implement an emergency management program to protect public safety, public health, the environment, the critical infrastructure and property, and to promote economic stability and a disaster-resilient community;

AND WHEREAS, this Act makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof, and also provides the Head of Council with authority to take such action or make such orders as he/she considers necessary and not contrary to law, to implement the emergency response plan and respond to an emergency;

AND WHEREAS, the Act provides for the designation of one or more members of council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act;

AND WHEREAS, the Act authorizes employees of a community to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;

NOW THEREFORE, be it resolved:

1. That an Emergency Management Program be developed and implemented in accordance with the standards published by Emergency Management Ontario in accordance with international best practices;
2. That the Head of Council or designated alternate, as provided in the plan, be empowered to declare an emergency and implement the emergency response plan;

~~3. That certain appointed officials or their designated alternates, as provided in the approved emergency response plan are empowered to cause an emergency notification to be issued to members of the Community Control Group, and to respond to an emergency in accordance with the emergency response plan where the emergency exists but has not yet been declared to exist;~~
That certain appointed officials as provided in the approved emergency response plan are empowered to cause an emergency notification to be issued to members of the Municipal Emergency Control Group, and to respond to an emergency in accordance with the emergency response plan where the emergency exists but has not yet been declared to exist;

Commented [JM2]: Amendment by By-Law 26-2019

4. That the following persons be appointed to the Emergency Management Program Committee which will be chaired by the Town of St. Marys Chief Administration Officer / Clerk:

- Community Emergency Management Coordinator (CEMC) or Alternate

Commented [JM3]: Amendment by By-Law 26-2019

- [Director of Public Works or Alternate](#)

~~3.5.~~ That, the Emergency Management Program Committee will cause the emergency management program to be reviewed annually and to recommend changes to the program as considered appropriate and refer recommendations to Council for further review and approval; and

~~4.6.~~ That the emergency response plan attached hereto as Schedule "A" of this ByLaw is hereby adopted with the understanding that Annex 'A' of said schedule shall be updated from time to time under the direction of the CAO/Clerk.

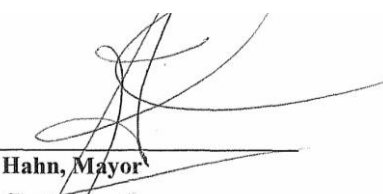
~~5.7.~~ That the Fire Chief be designated as the Primary Community Emergency Management Coordinator for the Corporation of The Town of St. Marys.

~~6.8. That the members of the Emergency Management Program Committee include the Chief Administrative Officer, Fire Chief, St. Marys OPP Sergeant, Director of Public Works, Supervisor of Public Works, Supervisor of Water Works, Perth County Land Ambulance Director, Perth County Medical Officer of Health, Perth County Director of Social Services and Festival Hydro. That the members of the Municipal Emergency Control Group (MECG) include the Chief Administrative Officer, Fire Chief, Stratford Police Deputy Chief, Director of Public Works, Public Works Supervisor, Environmental Services Supervisor, Director / Chief of Paramedic Services Corporation of the County of Perth, Perth County Medical Officer of Health, Stratford Social Services and Festival Hydro~~

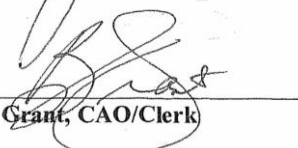
~~7.9.~~ That Bylaw 72 of 2004 is hereby repealed.

Commented [JM4]: Amendment by By-law 26-2019

Read a first and second this 25th day of September 2007. Read a third time and finally passed this 25th day of September 2007.



Jamie Hahn, Mayor



Bruce Grant, CAO/Clerk

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Brent Kittmer, Chief Administrative Officer
Date of Meeting:	8 December 2020
Subject:	ADMIN 71-2020 Draft Community and Social Wellbeing Plan

PURPOSE

Attached to this report Council will find a first draft of the main body of the newly planned Community and Social Wellbeing Plan. The purpose of today's report is to have a check-in with Council before staff move too far along in the plan development. Overall, staff are seeking direction from Council if the overall approach is consistent with Council's goals and feelings on how the social needs in the community should be addressed.

RECOMMENDATION

THAT ADMIN 71-2020 regarding the draft Community and Social Wellbeing Plan be received for information.

BACKGROUND

Traditionally, the Town has not been in the business of directly delivering social services programs. However, the COVID-19 pandemic has such a broad impact on all communities that, without direct intervention by the local municipality, individuals in need may not receive the support they require. In 2020, the Town has directly delivered and/or participated in social services programs generally in the following ways:

- Launched its Community Wellness Plan. The first iteration of the plan was designed to support individuals who may become isolated due to the pandemic. Programs were geared towards those who do not have the necessary supports in their lives to ensure access to essentials like food and medicine. The initial Community Wellness Plan was launched with great success, and the clientele accessing the services provided has primarily been ages 50+.
- Offered other financial assistance programs. Financial support programs for residents have had limited take up, which staff believe is a result of Federal and Provincial financial relief programs being enough to fill the gap. Financial programs for businesses are being vetted by the Business Recovery and Economic Support task force. The recent release of the business support grant received a higher number of applicants than expected, and the Town's business support program appears to be well on its way.
- Completed public engagement to discuss community and social issues with residents and external agencies. Key activities to date include Council's ad-hoc committee for social housing, and a comprehensive engagement program for the Town's community safety and wellbeing plan (community survey and local focus groups).

REPORT

Through our experiences to date it has become clear that additional needs exist in the community that are not being filled. After an internal staff review, it has also been determined that a coordinated internal approach is preferred to ensure that we have an alignment in the programs that are delivered by the individual Town departments. To do this, staff are proposing to leverage the initial successes of the Community Wellness Plan, and to relaunch that plan as a more comprehensive Community and Social Wellbeing Plan.

Attached to this report Council will find a first draft of the main body of the Community and Social Wellbeing Plan. The strategy of the relaunched plan is to broaden the Town's social support approach to be community-wide rather than primarily focused on our existing clientele from the Friendship Centre. The new plan provides for a review of the Town's existing programs. Under this approach we will revise programs as necessary to meet current needs and will propose new tactics to close gaps caused by emerging issues and trends. An internal staff committee has been formed to oversee and administer the Plan. The committee will act as a sub-committee of the Emergency Control Group and will report into that larger group on a monthly basis.

At this point in time, specific tactics have not been developed for each priority area. A key barrier that has been identified is a lack of data to quantify local needs. What would be beneficial is a comprehensive local data collection effort to help define the needs that exist; however, this process will be time intensive. A key initial decision that has been made is we will action the information we have today. Staff's approach recommends rolling out communications and some support programs immediately, rather than wait for a formal process of data collection to be completed. This approach is preferred because we expect there are those that are in need now and cannot afford the time to wait. Under this approach, we plan to be nimble and flexible, and to modify/add/eliminate tactics based on usage trends. We will also complete a parallel process of collecting more formal data on local issues and needs from sources that are available to the Town.

Within the draft plan attached Council will see a plan for an initial communication plan that focuses on informing the community of services that currently exist in St. Marys. Throughout the various public consultation processes conducted in 2020 a consistent message heard was that residents are not aware of the social programs that can be accessed in Town. The goal of the communication's strategy attached is to close the knowledge gap and ensure that those who may need services are aware of how to access them.

FINANCIAL IMPLICATIONS

In 2020 Council has committed \$300,000 for COVID-19 relief programs, funded from reserve. \$100,000 of this was to be directed to programs to support residents.

The draft 2021 budget included \$100,000 for further COVID-19 relief programs. On January 19, 2021 the Director of Corporate Services/Treasurer will provide Council with a status update on the spending to date so that Council can further consider how to best allocate the relief funds.

SUMMARY

If Council agrees to the overall approach that staff are proposing, tactics will next be developed for each priority area. Some initial examples of tactics include:

- Communications
 - Data Collection:
 - Reach out to local agencies and service clubs. Goal is to identify if there are programs and services that they have had to pause due to a lack of funding. This will help to identify what potential service gaps exist in the community.

- St. Marys specific analysis of the raw survey data collected as a part of the CSWB plan project.
- Seek out youth input. Feedback from the CSWB plan project is that survey responses are lacking a youth perspective.
 - Staff will reach out to local schools to connect with principals and administrative staff to gather their perspective on issues and trends they are observing.
- Connect with the UWPH Social Research Planning Council. Goal is to access their existing data and research to help inform plan design.
- Convene a meeting with social service agencies. Goal is to gather data on existing programs and determine if there is an opportunity for alignment. The overall goal will be to see if there is common ground for a streamlined service model.
- Locally, connect with the Happy Valley Health Team with a goal to bring them in as a key stakeholder and partner in the updated Plan.
- Have requested a minister's delegation at the annual ROMA conference to communicate local issues and make recommendations on how the Province can support small communities.
- Financial support, relief, and subsidies
 - Review of existing financial relief programs for residents complete with a communication campaign to remind the community of these programs.
 - Development of relief/subsidy program for recreation/leisure programs to support mental wellness.
 - This is an area where the scale and scope of the need is not well understood. An initial application form will be developed, and individuals interested will be asked to apply and provide data on their need. This will help to mine the data needed to develop a more specific policy and program.
 - Note – we are not intending on rolling the existing business support programs under this plan. The business support programs appear to be functioning well under the current administrative approach of vetting by the Task Force.
- Direct Delivery of Services to Support Residents:
 - Resident Wellbeing
 - The former Community Wellness programs will be reviewed and relaunched with a complimenting communications campaign.
 - Community Developer and Support Worker partnership with United Way Perth Huron to be launched in early Q1 2021.
 - CSWB plan engagement has told us that access to and visibility of police/mental health/addiction services/emergency services/community services (library, cultural, and recreation) will help to promote a feeling of a “safe” community”.
 - Access to Food and Nutrition
 - The former Community Wellness programs are being reviewed and relaunched. These include:

- Working with the St. Marys Rotary Club and local restaurants to provide weekly delivery of restaurant meals under a co-pay system. Funded through UWPH, LHIN, and donations.
 - In place of the annual Senior Services Christmas take-out meal, the United Church has volunteered to serve those who are currently registered with the program to provide a meal in lieu of the annual Community Supper program.
 - Drive through Christmas lunch for community members, with a prearranged option for those who have transportation barriers. Due to limited capacity the department will only have 150 meals available for purchase and this will be first come first serve as in the past.
 - A new program is being developed to provide a voucher for a meal at a local restaurant as well as a care kit for the holiday season. Staff will work with local agencies/police service to assist with the distribution of this program
- Access to Essential Medication
 - The former Community Wellness programs will be reviewed and relaunched with a complimenting communications campaign.
 - Social Connectivity
 - The former Community Wellness programs will be reviewed and relaunched with a complimenting communications campaign.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #2 Balanced Growth
 - Tactic(s): Identify community needs and put in place necessary public services.

OTHERS CONSULTED

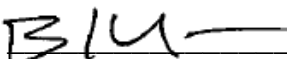
Community and Social Wellbeing staff sub-committee

ATTACHMENTS

1. December 2020 Draft Community and Social Wellbeing Plan

REVIEWED BY

Recommended by the CAO



 Brent Kittmer
 Chief Administrative Officer



Community and Social Wellbeing Plan

December 2020

Introduction:

On March 14, 2020 the Town of St. Marys declared a state of emergency in response to community threats resulting from the COVID-19 pandemic. Immediately following the declaration of emergency, the Town launched its Community Wellness Plan.

The initial plan was designed and implemented to support the needs of residents during the COVID- 19 pandemic, primarily geared to Friendship Centre clientele. The plan included strategies to identify at risk citizens and to identify resources that they may need access to during the pandemic. The first iteration of the plan was designed to support a vulnerable population that was defined as those individuals who may become isolated due to the pandemic because they do not have the necessary supports in their lives to ensure access to the essentials of life. In response, tactics were developed to ensure the provision of essential services such as food delivery, medication, social isolation supports, and safety check-ins with the members of the community who were identified at risk.

Looking Forward:

The initial Community Wellness Plan was launched with great success. The plan has been delivered since March 2020, and the clientele accessing the services provided has primarily been ages 50+.

However, the impacts of the pandemic have been felt by all members of the community in some way. Leveraging our initial success, the Community Wellbeing Plan is being re-launched as a “Community and Social Wellbeing Plan”. The goal is to expand the plan to be a community wide approach to ensure that appropriate supports are in place for the Town’s vulnerable population, and for any resident who has a need.

To do this, an internal staff sub-committee of the Town’s Emergency Control Group was formed. The committee consists of staff from Administration, Community Services, Corporate Services, and Human Resources. In developing the new Community and Social Wellbeing Plan the following steps were taken:

1. Review of emerging issues and trends
2. Reviewing and clarifying the goals of the relaunched plan
3. Clarifying the Town’s role
4. Identifying the stakeholders in the plan
5. Identifying measures of success
6. Developing tactics
 - a. By completing a review of successes and opportunities through staff’s experience delivering the initial Community Wellness Plan; and
 - b. By developing new tactics to address the emerging issues and trends.

This relaunched plan has been developed with an understanding that the Town is currently finalizing its legislated Community Safety and Wellbeing Plan (CSWBP). The creation of this relaunched plan has been done without having access to the final recommendations of the CSWBP. Once the CSWBP is received, the Community and Social Wellbeing Plan will be revised so that both strategic documents are aligned and so that the recommendations of the CSWBP can be actioned and operationalized.

Community and Social Wellbeing Plan Relaunch:

1. Review of Emerging Issues and Trends:

At the time of writing, a formal data collection effort has not taken place to define and quantify local needs. However, since the launch of the initial plan, trends have been observed that are worth considering because they may well dictate new or modified community and social wellness initiatives. At this point in time the approach is to action the information that exists today and implement preliminary community and social supports. A parallel data collection effort will follow to better define and tailor the programs to local needs.

Some of the observed issues and trends include:

Prevalence of Mental, Social, and Addiction Issues

Mental and social wellness and addiction issues in the broader community have become more apparent, with little intervention by the Town. As the prevalence of these issues becomes more obvious, the community's reaction has also become more visible, both positive and negative. Through some initial work by both Council and staff, it has become clear that the Town needs to take an active role in developing supports for those individuals suffering from mental, social and addiction issues. The Town also needs to take a lead role in educating the community on their role in supporting this specific vulnerable population.

Seasonal Change and Second Wave

With the seasonal change and the increasing second wave of the pandemic, social isolation of all vulnerable individuals is concerning. Both the second wave and the upcoming winter months present a risk that the supports our vulnerable population have relied on may no longer be accessible to them. The Town will need to evaluate its existing tactics aimed at reducing social isolation and providing essential services to ensure that they are designed to support the need.

Financial Security

At the same time as launching the Community Wellness Plan, the Town also announced a number of financial relief programs for residents and businesses. This included deferring payments, waiving interest, and providing \$300,000 in relief funds to support residents and businesses respectively. Uptake on financial relief for residents was low, with a working assumption that financial supports provided by the Federal and Provincial governments were enough to support the need.

With the end of CERB, there is a concern that regular cashflow for some of our residents may be at risk. The Town will need to be prepared for a potential uptick in the need for financial support and relief from residents and will need to evaluate if the current financial relief programs are appropriate to address the need.

Food Security

According to Feed Ontario's annual report, food bank usage across Ontario was already increasing in the year leading up to the COVID-19 pandemic. As a result of the pandemic, the number of first-time food bank visitors spiked by 26.5 per cent. Feed Ontario lists a lack of

affordable housing, insufficient social assistance programs, and a growth in precarious employment (like part-time and casual work) as the top three drivers of food bank usage.

In St. Marys, there is uncertainty around the future of the local food bank. The Salvation Army Church has decided to close. Although it appears as though some form of a food bank will remain in the community for the immediate term, the long-term future of the local food bank is uncertain. In addition, operations of the food bank have been complicated by the pandemic due to a lack of volunteers to help manage the hamper program. In response, the Salvation Army food bank will be issuing gift cards in place of hampers.

These changes present two potential issues. First, a closure of the food bank would cause a food security issue for the segment of the population who is currently accessing the service. Secondly, the use of gift cards could create a barrier to food for those individuals who don't have access to transportation. The Town will need to evaluate its existing tactics related to food security and transportation and determine if modifications are necessary to address these potential concerns.

Homelessness/Under Housed

Risk for homelessness or under housed residents appears low at present but may become more prevalent as financial supports from upper levels of government are ended. This will be monitored with support from the City of Stratford, and measures will be put in place to support those most at risk.

Community Safety and Wellbeing Plan

Amendments to the *Police Services Act* require the Town to develop a Community Safety and Wellbeing Plan. Throughout the duration of the pandemic, the Town and its partner municipalities have completed the public engagement and data evaluation portion of the project, and a final report is projected to be available by the end of 2020.

For St. Marys, the preliminary reporting has identified the following as the top local priorities to consider:

- i. Access to Health Care Services
- ii. Adequate and Affordable Housing
- iii. Overall Community Security and Safety
- iv. Food Security and Access
- v. Recreational Activity Opportunities

These community priorities will need to be considered while the Town continues to develop its strategies and tactics to support community and social wellbeing.

2. Goals of the Relunched Plan:

The overarching goals answer the questions of “What is the purpose of the plan? What are we trying to achieve through the plan?” This Community and Social Wellbeing Plan sets out strategies and tactics to achieve the following overarching goals:

- ➔ We want people to feel safe.

- ➔ We want to connect those in need to the services and programs that will support them.
- ➔ We want to communicate to residents that we are aware of issues in the community, communicate that we have a plan, and share specifics on the tactics (i.e. change the narrative from “we have a problem” to “we have a solution”)
- ➔ We want to deploy an interconnected approach, both internally, and with external agencies as well.

3. Town’s Role:

This Plan has been developed to create strategies and tactics to address social issues in the community. Traditionally, the Town has not been in the business of directly delivering social services programs, preferring to contract social services from the City of Stratford. The exception are those services provided by the Community Services department under contract with the Province.

However, municipalities are established to provide services and programs at a service level that is commensurate to the local need. In this instance, the COVID-19 pandemic has had such a broad impact to all communities that, without direct intervention by the local municipality, those individuals in need may not receive the support they require.

With the understanding that the Town needs to take an active role in addressing the community’s need, the Town’s role includes:

- Directly delivering services using own resources.
- Indirectly delivering services by funding a third-party to provide them.
- Taking a lead role in communications to:
 - Facilitate access to services and connect residents to the appropriate providers.
 - Connect service providers to residents in need.
 - Connect service providers to other service providers.
 - Provide data and information about St. Marys specific needs.
 - Educate the community about resources that are available.

4. Who are the Stakeholders:

- All residents, in particular those who have a specific need (the vulnerable population)
- Council
- External agencies (police and social services agencies)

5. Tactics and Action Plan

Through a critical review of the delivery of the initial Community Wellness Plan, and a review of the emerging issues and trends, the following list of priorities was developed to clearly frame the areas in need of action by the Town:

- Communications
- Financial support, relief, and subsidies
- Direct delivery of services to support:
 - Resident Wellbeing
 - Access to Food and Nutrition
 - Access to Essential Medication
 - Social Connectivity

In the following sections, the staff sub-committee have identified various initiatives to be implemented for each priority area to move the plan forward in an effort to meet the identified goals and outcomes.

6. *How Will Success be Measured:*

Throughout implementation of the Community and Social Wellbeing Plan, tactics will continue to be critically analyzed to identify opportunities for improvement and to identify modifications required to respond to new trends. To help guide this analysis, the staff sub-committee has identified measures of success for Plan evaluation purposes.

As the Community and Social Wellbeing Plan moves forward, Council and staff will know the goals and outcomes of the plan are reaching success if:

- The vulnerable population:
 - Feel supported and connected to the resources they need
 - Feel less stigma for their issues, and the impact
 - Feel the services they are connected to are tailored to their needs
- Residents:
 - Feel safe
 - Feel informed
- Council:
 - Sees a reduction in community concerns
 - Feels informed
- External Agencies
 - See a coordinated service delivery approach

Tactics and Action Plan

Priority Area: Communications

Current Context:

Throughout 2020, the Town has completed public engagement to discuss community and social issues with residents and external agencies. This includes Council’s ad-hoc committee for social housing, a comprehensive engagement program for the Town’s community safety and wellbeing plan. Key messages heard include:

- There is a lack of awareness about the social services that exist in St. Marys, and how to access them.
- There is a lack of awareness about which agencies provide which services.
- A hub, or easily navigable “one stop shop” is needed that provides an inventory of services and providers.
- There appears to be a lack of interconnectedness and a lack of data sharing between service providers.
- When residents don’t know who to call, the default agency that is contacted is the Stratford Police Services.
- The Town is currently lacking a youth perspective on issues and trends.
- Access to and visibility of police/mental health/addiction services/emergency services/community services (library, cultural, and recreation) will help to promote a feeling of a “safe” community”.

STRATEGY	TACTIC	ANALYSIS OF INITIAL PLAN	REVISED TASK(S)	TIMING/STATUS
Facilitate access to services and connect residents to the appropriate providers.	NEWSPAPER PROFILES	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Draft profiles for local newspaper highlighting wellness resources available in the community • Important to connect faces to names/services <ul style="list-style-type: none"> ○ Housing ○ Homelessness, evictions ○ Community Safety and Well-being Plan ○ OPP’s Mobile Crisis Rapid Response Team/social worker (expanding program) ○ Town social worker ○ Community Wellness Program – virtual/telephone programs and meal delivery programs (telephone program underutilized) ○ Financial relief ○ Other local services – mental health and addiction report (coming in January) 	December Subsequent articles will be written/released on a monthly basis throughout 2021

			<ul style="list-style-type: none"> • Work with Stratford Social Services on CSWB plan and SPS profiles. 	
	WEBSITE	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Determine central location on Town website for posting wellness resources (separate from Community Wellness Plan?) • Create new page under Living Here (Health & Wellness?) 	Launch in December/January, following release of first article
	SOCIAL MEDIA	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Create social media campaign highlighting various resources in community and what they offer • Launch with new webpage • Use #StrongAsStone 	December/January
	POSTERS	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Create posters listing mental health resources available in community • Post in strategic locations (social housing, Town facilities, churches, Tim Hortons, etc.) 	February
	INSERT/MAILER	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Create postcard/insert and use Independent or Canada Post to distribute • Same content as poster • Print limited copies for Town facilities (especially Library, Adult Learning, Friendship Centre) and other strategic locations 	March
	PRINT ADVERTISING	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Use insert design for print advertising campaign? • Add wellness section to Stonetown Crier column 	Ongoing through 2021
	SIGNAGE	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Use municipal signs to promote webpage with wellness resources (could also leverage non-municipal/private signs) 	Ongoing through 2021
	PUBLIC ENGAGEMENT	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Inbox, helpline, etc. for residents to submit concerns, ask for help, etc. <ul style="list-style-type: none"> ○ Does one already exist? Can we use FC line? ○ Need something more anonymous? ○ Business card to include information 	Ongoing through 2021

KEY MESSAGES

- Mental health issues are a growing concern across the country, especially with the added pressures of COVID-19
- St. Marys is not exempt – but we have resources to help
- We are reminding residents of local resources that are currently available as we prepare for a difficult winter
- We are working with local partners – Stratford Police Service, OPP, City of Stratford Social Service, HPPH(?) to enhance these offerings
 - Police – more proactive policing in community, more visibility
- Taking additional, proactive steps – rolling out Community Safety and Well-being Plan, hiring social worker - to address these issues in a way that that is specific to St. Marys
- “In St. Marys, we are strong as stone. But even the most resilient among us needs a little help to keep our foundations intact. As we all prepare for a long winter, made more challenging by the ongoing COVID-19 pandemic, we’re reminding you of the services available in our community. We’re also working with our local police, public health and social services partners to develop new strategies to assist our most vulnerable residents.”



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jenna McCartney, Clerk

Date of Meeting: 8 December 2020

Subject: **ADMIN 72-2020 Annual Deputy Mayor Appointment**

PURPOSE

To facilitate Council's appointment of a Deputy Mayor for the third year of the 2018-2022 term.

RECOMMENDATION

THAT ADMIN 72-2020 Annual Deputy Mayor Appointment report be received; and

THAT Council appoint Councillor _____ as Deputy Mayor effective December 9, 2020 through to December 14, 2021.

BACKGROUND

The Town's Procedure By-Law 20 of 2016 Section 2.5 explains the process of Council appointing a Deputy Mayor on an annual basis as the electors of St. Marys do not elect a Deputy Mayor.

2.5 Appointment of a Deputy Mayor

A Councillor shall be selected to act as Deputy Mayor for a period of 1 year. Nomination shall be by another Councillor and selection shall be at the first regular meeting of Council in December of each year. The appointment procedure shall be presided over by the Mayor. Election shall be by members of Council. A Councillor may be re-elected to serve as Deputy Mayor.

REPORT

On December 4, 2018, the newly elected Council appointed Councillor Marg Luna as the Deputy Mayor for year one of the new term of Council.

Between October 23, 2019 and February 11, 2020, Councillor Jim Craigmile was appointed as the Deputy Mayor while Councillor Luna became the Acting Mayor during Mayor Strathdee's brief, unpaid absence from office.

Upon Mayor Strathdee's return to office, Council considered staff report CAO 11-2020 and appointed Councillor Craigmile as the Deputy Mayor until December 8, 2020.

As per section 2.5 of By-law 20 of 2016, a Councillor shall be selected to act as Deputy Mayor for a one-year period at the first regular meeting of Council in December of each year.

Mayor Strathdee will open the floor to nominations during the Council meeting of December 8, 2020 for the purpose of appointing a Deputy Mayor for a one-year period.

FINANCIAL IMPLICATIONS

None.

SUMMARY

This report is to facilitate Council's discussion regarding the annual necessity of appointing a Deputy Mayor for year three of its term.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

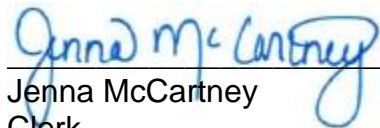
None.

ATTACHMENTS

None.

REVIEWED BY

Recommended by the Department



Jenna McCartney
Clerk

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	8 December 2020
Subject:	DEV 75-2020 Applications for Draft Plan of Subdivision and Zoning By-law Amendment (STM01-2020 and Z03-2020) by 2503778 Ontario Incorporated, 187 Wellington Street North Part Lot 16, Concession 17 Blanshard, Town of St. Marys

PURPOSE

This report follows the statutory public meeting held on September 15, 2020 and provides an overview of the Draft Plan of Subdivision and Zoning By-law Amendment Applications and development proposal; summarizes and discuss Town, agency and public comments received; and provides recommended direction for Council's consideration with respect to the Applications.

RECOMMENDATION

THAT DEV 75-2020 Applications for Draft Plan of Subdivision and Zoning By-law Amendments (STM01-2020 and Z03-2020) for 187 Wellington Street North be received; and,

THAT Council approve the Draft Plan of Subdivision (STM01-2020) by 2503778 Ontario Incorporated subject to the conditions shown in Attachment 6 of DEV 75-2020; and,

THAT Council determine that no further public notice and/or public meeting is required for the Application for Zoning By-law Amendment (Z03-2020) in accordance with Section 34(17) of the *Planning Act* since a public meeting was held in accordance with the *Planning Act* and the modifications to the proposed By-law are minor in nature; and,

THAT Council consider enacting Zoning By-law Amendment No. Z141-2020.

BACKGROUND

Applications for Draft Plan of Subdivision and amendment to the Town's Zoning By-law have been submitted by 2503778 Ontario Incorporated with respect to the subject property located at the northeast corner of Wellington Street North and Egan Avenue, as shown on the General Location Map (refer to Attachment 1 of this report). The property is the site of the former Dresden Factory and is considered a Brownfield site subject to clean-up/remediation requirements.

Application Submission and Planning Advisory Committee Meeting

The owner is proposing a draft plan of subdivision consisting of a total of 52 residential dwelling units as follows:

- 8 semi-detached dwelling units in 4 buildings fronting onto Egan Avenue on Blocks 2 through 5
- 6 street townhouse dwelling units in 2 buildings fronting onto Egan Avenue on Blocks 1 and 8

- 8 dwelling units in 2 'attached duplex' buildings fronting onto Egan Avenue on Blocks 6 and 7
- 30 vacant land condominium townhouse dwelling units in 6 buildings on Block 9 to be accessed via a private street from Egan Avenue

The proposed 'attached duplex' buildings on Blocks 6 and 7 are essentially fourplex buildings to be divided down a common wall to create two attached duplex buildings on two separate lots. A definition of 'attached duplex' is proposed as follows:

Attached duplex shall mean a duplex dwelling, as defined, attached to another duplex dwelling, thereby accommodating four dwelling units in total in one building, but has been divided vertically.

The proposed draft plan of subdivision and layouts of semi-detached, attached duplex and townhouse lots fronting Egan Avenue are provided in Attachment 3 of this report. The layout of the proposed condominium townhouse block is provided in Attachment 4 of this report. All units/lots, with the exception of the 30 vacant land condominium townhouse units, will be directly accessed from Egan Avenue. A private 6 metre wide condominium road will extend from Egan Avenue into Block 9 terminating near Wellington Street North.

The applicant also submitted a Planning Justification Report prepared by Kirkness Consulting and a Serviceability Report prepared by Johnson Engineering Consultants.

On August 4, 2020, the Planning Advisory Committee (PAC) received a staff report (DEV 45-2020) regarding the Applications. The PAC endorsed the Applications in principle and recommended that Council proceed with the statutory public meeting under the Planning Act.

August 2020 Resubmission

In response to comments from the PAC and Town staff, the applicant revised and resubmitted the proposed plans by:

- modifying the alignment/location of the internal condominium road to better align with Peel Street;
- changing the proposed cul-de-sac on the internal townhouse block to a hammerhead design and providing additional on-site visitor parking for a total of 30 visitor spaces (20 along north property line + 10 around new hammerhead); and,
- providing revised plans for the proposed attached duplex lots showing parking in the rear of each lot.

Property Details	
Municipal Address	187 Wellington Street North
Lot Area	2.05 hectares (0.49 acre)
Proposal Details	
Number of Units	<ul style="list-style-type: none"> • 8 semi-detached dwelling units • 6 street townhouse dwelling units • 8 dwelling units in 2 'attached duplex' buildings • 30 vacant land condominium townhouse dwelling units in 6 buildings on Block 9
Density	25.4 units/hectare
Parking Provided	<ul style="list-style-type: none"> • 2 parking spaces for each semi-detached dwelling unit • 2 parking spaces for each street townhouse dwelling unit • 2 rear yard parking spaces for each attached duplex dwelling unit

	<ul style="list-style-type: none"> 2 parking spaces for each condominium townhouse dwelling unit + 30 visitor parking spaces
Official Plan	
Current	Residential
Zoning By-law	
Current	Development (RD)
Proposed	The proposed Zoning By-law Amendment would rezone the subject property from "Development Zone (RD)" to Residential Zone Four (R4-12-H) for attached duplex dwellings on Lots 6 and 7, Residential Zone Four (R4-13-H) for semi-detached dwellings on Lots 2 through 5, and Residential Zone Five (R5-14 a, b and c -H) for townhouse dwelling units on Blocks 1, 8 and 9, with site specific regulations as summarized in the Zoning By-law section of this report.
Surrounding Land Uses	
North	<ul style="list-style-type: none"> Grand Trunk Trail and future Thames Crest Farms plan of subdivision
South	<ul style="list-style-type: none"> Egan Avenue, Holy Name of Mary School playground and low density residential
East	<ul style="list-style-type: none"> Holy Name of Mary School playground
West	<ul style="list-style-type: none"> Low density residential and vacant land

Public Meeting and October 2020 Resubmission

On September 15, 2020, the Town held the statutory public meeting for these Applications. Copies of all written public submissions are provided in Attachment 5 of this report, and a discussion of issues is provided in the Discussion section of this report.

REPORT

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. The purpose of this section is to identify policies in the PPS relevant to these Applications.

Section 1.1.1 of the PPS states, in part, that "healthy, liveable and safe communities are sustained by:

- promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, 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;
- promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs".

Section 1.1.3.2 states, in part, that “land use patterns within settlement areas shall be based on:

- densities and a mix of land uses which: a) efficiently use land and resources; b) 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; and,
- land use patterns within settlement areas shall also be based on 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”.

Section 1.1.3.3 states that “planning authorities shall identify appropriate locations and promote opportunities for transit-supportive development, accommodating a significant supply and range of housing options through 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”.

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 1.4.3 states, in part, that “planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

- b) permitting and facilitating: 1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and 2. all types of residential intensification, including additional residential 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
- f) 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”.

Section 1.7.1(f) states that long-term economic prosperity should be supported by promoting the redevelopment of brownfield sites.

The applicant’s Planning Justification Report states that the proposed development will contribute to intensification, will result in the redevelopment of a former brownfield site, full municipal services are available, and a mix of housing types will be provided contributing to the provision of affordable housing.

Town Official Plan

The subject lands are designated Residential in the Official Plan permitting the development of these lands for a range of residential dwelling types.

The following identifies and discusses relevant Official Plan policies.

SECTION	POLICY
Section 2 – Goals and General Principles	
2.1.1	Residential areas in St. Marys shall provide a range of housing accommodation suitable for all age groups and household incomes.
2.1.2	The Town will endeavour to provide stable, attractive residential areas for all its residents.

The proposed development would contribute to the supply and choice of available housing in the Town in terms of form and affordability.

SECTION	POLICY
Section 2.6 – Healthy Communities	
2.6	<p>Council encourages actions/initiatives that support a healthy community in the Town of St. Marys and healthy living by the residents of the Town. While the ability of an Official Plan document to achieve a healthy community and healthy living in the Town is limited, this Official Plan supports and encourages actions/initiative such as:</p> <p>a) the development of a compact development form in order to encourage and facilitate active transportation (i.e. walking, cycling, etc.);</p>

The proposed development does represent a more compact form of development.

SECTION	POLICY
Section 3.1.1 – Residential Objectives	
3.1.1.1	To encourage the provision of an adequate supply and choice of housing for the existing and future residents of St. Marys in terms of quality, type, location and cost.
3.1.1.2	To promote creativity and innovation in new residential development in accordance with current design and planning principles and constantly evolving energy-saving measures and construction techniques.
3.1.1.3	To maintain and improve the existing housing stock and character of residential areas.
3.1.1.4	To prevent the location of non-compatible land uses in residential areas.
3.1.1.5	To continue to provide an attractive and enjoyable living environment within the Town.
3.1.1.6	To promote housing for Senior Citizens; the handicapped and low income families.
3.1.1.7	To encourage and promote additional housing through intensification and redevelopment.
3.1.1.8	To encourage a diversification and inter mixing of different housing types and forms.

The proposed development would provide additional housing that is diverse and intermixed through this intensification project.

SECTION	POLICY
Section 3.1.2 – Residential Policies	
3.1.2.2	Within the “Residential” designation on Schedule “A”, the primary use of land shall be for a range of dwelling types from single-detached dwellings to walk-up type apartments, parks and open spaces, as well as the institutional uses.
3.1.2.3	Residential infilling type development is generally permitted throughout the “Residential” designation where such development is in keeping with the attributes of the neighbourhood in terms of building type, building form, and spatial separation. When evaluating the attributes of the neighbourhood, regard shall be given to lot fabric (i.e., area, frontage, and depth), and built form (i.e., setbacks, massing, scale, and height). In cases where one or more of the existing zone provisions are not met, an amendment or a minor variance to the zone provisions may be

SECTION	POLICY
	considered to permit the proposed development provided that the spirit of this Section is maintained.
3.1.2.4	Council will favour residential intensification and redevelopment over new green land residential development as a means of providing affordability and efficiencies in infrastructure and public services.
3.1.2.5	<p>When reviewing development or redevelopment proposals, Council shall consider following density targets:</p> <ul style="list-style-type: none"> a) Single-detached dwellings 10-15 units per hectare; b) Semi-detached, duplex dwellings 15-25 units per hectare; c) Townhouse dwellings 25-40 units per hectare; d) Low rise apartments 40-75 units per hectare. <p>Council may moderately increase or decrease these densities dependent upon specific site circumstances, provision of on-site amenities, and capabilities of municipal servicing systems to accommodate any increase.</p> <p>Council will favour those developments with a mixture of lower and higher densities of development over those consisting of only low densities of development.</p>
3.1.2.6	Proposals involving mixed densities of residential types shall also be reviewed under the policies of Section 3.1.2.7.
3.1.2.7	<p>In reviewing proposals for residential development with a net density of more than 18 units per hectare, Council shall consider the impact on municipal capacity, hard services and utilities including sanitary sewer, municipal water supply, storm drainage, service utilities and roadways. Council shall take the following into account prior to enacting an amendment to the Zoning By-law:</p> <ul style="list-style-type: none"> a) That the development will not involve a building in excess of three full stories above average finished grade and designed to be in keeping with the general character of the area; c) That the net density of development shall not exceed 75 units per hectare; d) That the development is serviced by municipal water supply and sewage disposal facilities and that the design capacity of these services can accommodate such development; e) That the proposed development is within 100 metres of an arterial or collector road as defined in Schedule "B" of this Plan; and f) That sufficient on-site parking is provided and adequate buffering, screening or separation distance is provided to protect adjacent areas of lower density housing.
3.1.3.8	Proponents of townhouse and apartment developments are encouraged to provide on-site recreational facilities in keeping with the proposed development.
3.1.2.12	Council intends to monitor the need and demand for various types of housing, including the need for additional senior citizen facilities and those with special needs through bi-annual review of relevant statistical information related to demographics, building permits and types of dwellings constructed.
3.1.3.13	<p>If sufficient demand is demonstrated, Council may endeavour to encourage the provision of senior citizen and assisted family housing through participation in various programs of the senior governments.</p> <p>Council, seeking to provide a balanced mix of housing types, has established targets of 60% lower density single-detached dwellings, 20% medium density attached dwellings and 20% higher density dwellings. These targets are holistic to the Town and it is not Council's intention that every development will meet these objectives.</p>
3.1.2.14	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.
3.1.2.21	Applications to re-develop existing or previously used industrial lands for residential uses shall include best available information about the present and past uses of the property sufficient to identify the likelihood of site contamination. Where this preliminary information indicates the likelihood of contamination, further investigation will be required to determine the extent of contamination and any measures necessary to clean up the site in accordance with Ministry of

SECTION	POLICY
	Environment requirements. The proponent's professional engineer shall affirm that the necessary remedial/clean-up measures have been fully carried out and that the site is suitable for the proposed use prior to Council permitting any such redevelopment.
3.1.2.23	The implementing Zoning By-law shall be the principle tool to execute the policies of this designation through the establishment of zones classification to regulate the development of the various forms of housing types. The Zoning By-law shall address matters such as types of uses, lot characteristic (i.e., lot size, lot area, and lot depth), building form (i.e. yard setbacks, floor area, and height).

The proposed development will provide a range of housing types and densities, and will be in keeping with the attributes of neighbourhood (existing and planned development) in terms of building types and forms, spatial separations, and lot fabric. The overall density of the proposed development is 25.4 units per hectare, no building will exceed three storeys in height, appropriate municipal services are available, the property has frontage onto a collector road (Wellington Street North), and sufficient on-site parking will be provided.

SECTION	POLICY
Section 4.1 – Plans of Subdivision	
4.1.1.2	All proposed plans of subdivision will be carefully examined as to whether they will preclude the satisfactory use, development, or redevelopment of surrounding lands. Any plan of subdivision which precludes the satisfactory use, development, or redevelopment of surrounding lands shall not be approved.
4.1.1.3	All proposed plans of subdivision will be carefully examined as to whether or not they will adversely affect existing amenities and the predominant character of the area in which such proposed subdivision is located. Where there is a potential for conflict between adjoining land uses, adequate landscaping, screening, and buffering provisions may be required in order to alleviate and/or eliminate any conflict.
4.1.1.4	The social aspects of residential development, including the mix of housing types and the density of the development, shall be reviewed.
4.1.1.5	All proposed plans of subdivision will be carefully examined as to their suitability for the intended purposes and their effect on public facilities, utilities, and services.
4.1.1.7	All unique natural assets, including topographic features of vegetation such as groves of trees, and mature individual trees, should be preserved to the greatest extent possible.

SECTION	POLICY
Section 5 – Transportation and Services	
5.3.1.2	The Collector Roads collect traffic from the Local Roads and distribute it to the other Local Roads and to the Arterial Roads. (Schedule "B" of the Official Plan illustrates the roads that are currently classed as Collector Roads.) Collector roads connect to all other roads. All types of traffic utilize these roads although trucks are typically service types. Traffic flow is interrupted by stop conditions and turning at land access points. The right-of-way for Collector Roads is generally 26 metres, with direct access and on street parking regulated. Generally, sidewalks are provided on both sides of the road.
5.3.1.3	The Local Roads collect traffic from lands that are adjacent to the roads. They carry low volumes of traffic (with not set standard) since most of the traffic on a local road will have its origin or destination to be to the lands that lie alongside the road. (Schedule "B" of the Official Plan illustrates the roads that are currently classed as the Local Roads.) Local roads connect primarily Collector roads and other local roads. The traffic flow is interrupted frequently as vehicles are turning into driveways. The right-of-way for Local Roads is generally 20 metres with direct access

SECTION	POLICY
	and on street parking both being permitted. Generally, sidewalks are provided on one side of the road.
5.3.8	All new developments must front on and have access to a public road, which is constructed to meet the minimum standards established by Council. New development or redevelopment proposals of more than thirty (30) dwelling units shall incorporate at least two points of public road access. Council will not approve infilling development in areas served by only one public road if those areas currently exceed thirty (30) dwelling units or where such infilling development will increase the number of dwelling units beyond thirty (30) dwelling units.
5.3.9	Access driveways should not create traffic hazards. The driveways should be limited in number and designed to minimize dangers to pedestrians and vehicles. Council may regulate the number of driveway access as a function of the road classification.
5.3.12	To meet the needs for the growing community, Council may need to extend existing roads or construct new roads or bridges. The location of new or extended roads and proposed roads are shown on Schedule "B". The locations shown on Schedule "B" are to be considered as approximate and not absolute.
5.3.13	In consideration of pedestrian safety, Council had developed guidelines for sidewalk development in the Town. Generally, sidewalks are included on both sides of Arterial and Collector Streets and on one side for Local Streets and cul-de-sacs with higher lot/unit counts.

According to Schedule "B" of the Official Plan, Wellington Street North is classified as a Collector Road and Egan Avenue is classified as a Local Road. All access points (driveway and internal road) are to be located along Egan Avenue. Section 5.38 does not apply to these lands as 30 condominium townhouse units are proposed on Block 9.

In summary, the applicant suggests in the Planning Justification Report that the proposed development:

- consisting entirely of attached low density dwellings would be compatible with surrounding land uses
- would be of a high standard to compliment surrounding residential properties and be much more favourable than the prior industrial use
- would help support local businesses (new residents/customers)
- will be served by the rebuilt Egan Avenue with full municipal services
- is centrally located close to playgrounds, walking trails and within walking distance of the downtown

Town Zoning By-law

The subject lands are currently zoned Development (RD). According to Section 28.3 of the Town's Zoning By-law, only existing uses are permitted on lands zoned RD and the RD symbol "indicates that some form of residential development is contemplated in the future" but that "timing for development and development standards (i.e. housing type and density) have yet to be determined".

The proposed Zoning By-law Amendment Z141-2020 would rezone the subject property to "Residential Zone Four (R4-12-H)", "Residential Zone Four (R4-13-H)", "Residential Zone Five (R5-14a-H)", "Residential Zone Five (R5-14b-H)" and "Residential Zone Five (R5-14c-H)". Only existing uses will be permitted until such time as the Town is in receipt of a Record of Site Condition, prepared in accordance with the Environmental Protection Act and acknowledged by the Ministry of the Environment and Climate Change, confirming that the subject property is suitable for residential land uses, and the holding provisions have been removed by Council. Once holding provisions are removed, the applicable R4 and R5 regulations would apply, along with the site specific regulations summarized below.

Residential Zone Four (R4-12) - Lots 6 and 7

Permitted uses are limited to two dwelling units of one attached duplex on one lot, a home occupation, and accessory uses, buildings and structures. The following definition of 'attached duplex' is provided: "a duplex dwelling, as defined, attached to another duplex dwelling, thereby accommodating four dwelling units in total in one building, but has been divided vertically".

The following regulations for attached duplexes are also provided in the R4-12 Zone:

Lot Area, Minimum	400 m ²
Lot Frontage, Minimum	11.0 metres
Lot Depth, Minimum	35 metres
Front Yard, Minimum	6.0 metres
Interior Side Yard Minimum	1.8 metres on both sides
Rear Yard Minimum	7.5 metres
Building Height, Maximum	10.5 metres
Lot Coverage Maximum	40 percent
Landscaped Open Space, Minimum	30 percent
Required Parking (attached duplex)	2 per dwelling unit

The minimum width of internal driveways shall be 3.0 metres.

Residential Zone Four (R4-13) - Lots 2 through 5

Permitted uses are limited to one semi-detached dwelling unit on one lot, a home occupation, and accessory uses, buildings and structures. Also, the provisions of Sections 11.3.10 and 11.4.10 (gross floor area ratio, maximum) shall not apply to those lands zoned "R4-13".

Residential Zone Five (R5-14 a, b and c) - Blocks 1, 8 and 9

Permitted uses are limited to row or townhouse dwellings, and accessory uses, buildings and structures on those lands zoned "R5-14a", "R5-14b" and "R5-14c".

Notwithstanding the provisions of Section 12.4.1, the lot area minimum on lands zoned "R5-14a" will be 985 m².

Notwithstanding the provisions of Section 12.4.10 and 12.5.1, the following provisions shall apply to those lands zoned "R5-14a", "R5-14b" and "R5-14c":

Lot Coverage Maximum	50 percent
Lot Area, Minimum (corner lot)	430 m ²

Notwithstanding the provisions of Sections 12.5.1 and 12.5.5, the following provisions shall apply to those lands zoned "R5-14a":

Lot Area, Minimum (interior lot)	295 m ²
Side Yard, Minimum (interior lot)	1.8 metres

Notwithstanding the provisions of Sections 3.85, 12.4.2 and 12.4.6, the following provisions shall apply to those lands zoned "R5-14c":

The Egan Avenue frontage is deemed to be the lot frontage of the lot.

Side Yard, Minimum	7.0 metres
--------------------	------------

Lot Frontage, Minimum

38 metres

A copy of proposed Zoning By-law Z141-2020 is provided in the December 8, 2020 Council agenda.

COMMUNICATIONS

Notice of Public Meeting for the Draft Plan of Subdivision and Zoning By-law Amendment Applications was circulated by first class mail to all land owners within 120 metres of the subject properties, to those agencies as prescribed by Regulation and notice signage was also posted on the property. Information, notices and other documents related to these Applications have been provided on the Town's Current Planning / Development Applications webpage throughout the review process.

Department/Agency (Date)	Summary of Comments
Hydro One (July 17, 2020)	<ul style="list-style-type: none">No comments or concerns at this time.
Upper Thames River Conservation Authority (September 21, 2020)	<ul style="list-style-type: none">The subject lands are affected by the Authority's Regulation Limit which includes an area of floodplain (along the north property line). Written approval from the UTRCA is required prior to undertaking any development or site alteration in the regulated area.The UTRCA has no objection to the applications for Draft Plan of Subdivision and Zoning By-law Amendment.
Canada Post (September 23, 2020)	<ul style="list-style-type: none">Canada Post will provide mail delivery service to the subdivision through centralized Community Mail Boxes.Developer requirements/conditions provided.

At the August 4, 2020 PAC meeting, Vanni and Jennifer Azzano who live at 152 Peel Street asked questions regarding planned parking on Egan Avenue. Town staff advised that Egan Avenue has been redesigned to provide temporary on-street parking between King Street and James Street for school bus loading and will permit on-street parking when the bus loading zones are not in use.

The Town received a September 4, 2020 email submission from Ms. Emily Kelly regarding the Applications. In summary, Ms. Kelly commented that:

- there are too many units proposed in Blocks 1 through 8
- the size of homes that are being built will not support the number of bedrooms or parking spaces that families with children will need
- there are concerns with potential conflicts between vehicles exiting via the private condominium road and the nearby school zone
- any building of significant size will cast shadows onto adjacent school play area and Grand Trunk Trail
- Council should refuse the plan of subdivision as submitted and "have the developer come back with a plan that supports families with children, and more detail regarding impact to local schools and trails".

Copies of correspondence are provided in Attachment 5 of this report.

PLANNING COMMENTS

The proposed development supports Provincial and Town policies with respect to encouraging development that efficiently uses land, infrastructure and public service facilities, and that provides a range and mix of housing types and densities to meet the needs of current and future residents. Intensification on Brownfield sites is generally encouraged.

Parking

Two parking spaces are being provided (garage + driveway) with each semi-detached and townhouse unit. Parallel visitor parking for condominium townhouse Block 9 is shown between the proposed internal road and the north property line, and at the terminus of the proposed internal road.

Two parking spaces are proposed for each of the attached duplex units in the rear yards of each lot, accessed by laneways in the interior side yards.

Affordability

In the Application for Plan of Subdivision, the applicant has indicated an estimated selling price of \$340,000 to \$350,000 for all unit types. Recently, Town staff recommended that the Town continue to define attainable ownership based on Provincial affordability definitions and on this basis, the affordable housing threshold for 2020 is \$330,076 (and is expected to rise in 2021).

Provision of Parkland

There have been questions regarding the lack of on-site parkland. There are existing and planned playgrounds and open space/recreational lands in the area, and recommended Draft Plan Condition 15 requires a cash-in-lieu of parkland payment prior to final approval.

Too Many Units/Driveways Fronting Egan Avenue

Staff finds the number of proposed units and driveways along Egan Avenue acceptable based on the size of proposed lots and frontages, intended uses (low density residential), and locations and spacing of proposed driveways.

Safety Concerns with Egan Avenue/Proposed Condominium Road Intersection

Public Works staff has commented that the roadway and intersection design is appropriate for the type and amount of traffic to be generated by the proposed development, and existing conditions in the area. Egan Avenue was designed to accommodate bus loading areas along travel lanes and a narrower road width as a traffic calming measure.

Site Remediation / Record of Site Condition

In 2018 and 2019, the landowner completed multiple investigations, soil removal and remediation. Staff is recommending draft approval of the proposed plan of subdivision and zoning provided development does not occur until a Record of Site Condition is accepted confirming that the property is suitable for residential uses, in accordance with Provincial legislation.

Condition No. 18 of the recommended conditions of draft approval would require that, prior to final approval, the owner shall provide a Record of Site Condition, prepared in accordance with O. Reg. 153/04, as amended, under the Environmental Protection Act and acknowledged by the Ministry of the Environment, Conservation and Parks, confirming that the subject property is suitable for residential land uses, to the satisfaction of the Town of St. Marys.

FINANCIAL IMPLICATIONS

Not known at this time.

SUMMARY

The proposed development supports Provincial and Town policies with respect to encouraging development that efficiently uses land, infrastructure and public service facilities, and that provides a range and mix of housing types and densities to meet the needs of current and future residents. The proposal also encourages a diversification and intermixing of different housing types and forms.

The requested site specific changes to the R4 and R5 Zones are appropriate by permitting a new form of housing (attached duplex) with regulations, removing gross floor area ratio maximums for semi-detached units, increasing the maximum lot coverage maximum for townhouse units and reducing interior side yard minimums to permit more efficient use of land, etc.

It is also recommended that Council determine that no further public notice and/or public meeting is required for the Application for Zoning By-law Amendment since a public meeting was held in accordance with the Planning Act and the modifications to the proposed amendments to the By-law are minor in nature.

On the basis of the above, it is recommended that Council approve the Applications for Draft Plan Approval and Zoning By-law Amendment.

STRATEGIC PLAN

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

- Pillar #6 Housing:
 - Outcome: 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.

OTHERS CONSULTED

Jed Kelly, Director, Public Works; Jeff Wolfe, Engineering and Asset Management Specialist; Dave Blake, Environmental Services Supervisor; Brian Leverton, Fire Prevention Officer.

ATTACHMENTS

- 1) General and Specific Location Maps
- 2) Plan of Subdivision and Zoning By-law Amendment Application Forms
- 3) Proposed Plan of Subdivision, Grading and Servicing Plans
- 4) Proposed Condominium Block Layout, Grading and Servicing Plans
- 5) Correspondence
- 6) Proposed Draft Plan of Subdivision and Conditions of Draft Approval

REVIEWED BY

Recommended by the Department

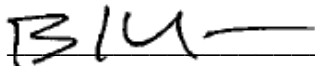


Mark Stone
Planner



Grant Brouwer
Director of Building and Development

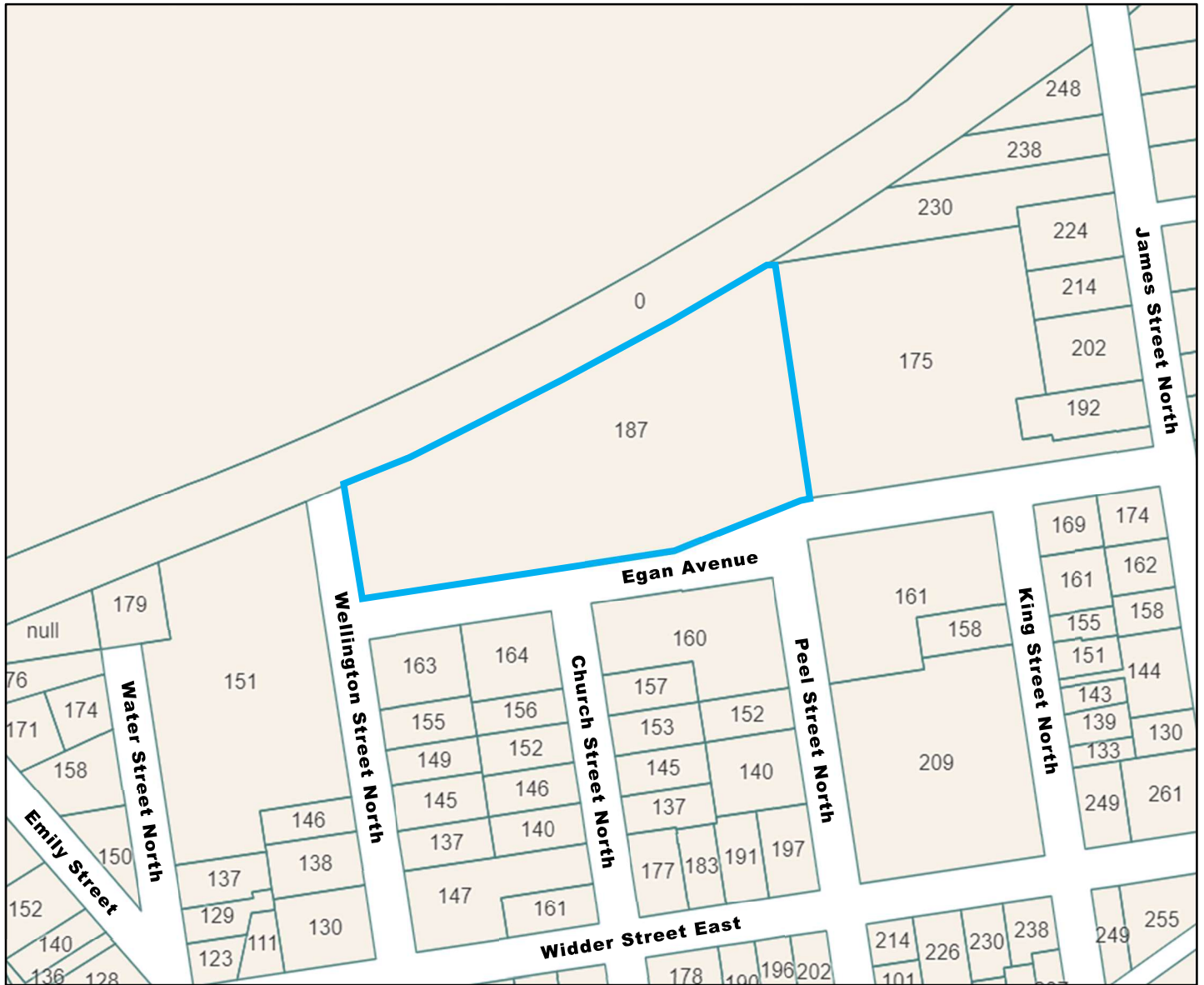
Recommended by the CAO



Brent Kittmer
CAO / Clerk

GENERAL LOCATION MAP

187 Wellington Street North
Part Lot 16, Concession 17 Blanshard
Town of St. Marys



Subject Lands



July 9, 2020

SPECIFIC LOCATION / AERIAL MAP

187 Wellington Street North
Part Lot 16, Concession 17 Blanshard
Town of St. Marys



Subject Lands



July 9, 2020



Corporation
of the Town of St. Marys



Application for Approval of a Plan of Subdivision

(Under Section 51 of the Planning Act)



Condominium Description

(Under Section 50 of the Condominium Act)

Note to Applicants: This form is to be used if the Town of St. Marys is the approval authority for the proposed plan of subdivision or condominium description. In this form, the term "subject land" means the land that is the subject of this application.

Instructions

Become familiar with the Provincial Policy Statement before completing this form and submitting the application.

Table B (Significant Features Checklist) is intended to assist the Town to determine whether significant provincial features or circumstances may be affected by a plan amendment which proposes to change the use of a specific site. It describes potential information needs.

Completeness of the Application

The information in this form that **must** be provided by the applicant is indicated by **black arrows (➤)** on the left side of the section numbers. This information is prescribed in the Schedule to Ontario Regulation 196/96 made under the **Planning Act**. The mandatory information must be provided with the appropriate fee and draft plan. If the mandatory information, including the draft plan and fee are not provided, the Town will return the application or refuse to further consider the application.

The application form also sets out other information (eg. technical information or reports) that will assist the Town and others in their planning evaluation of the development proposal. To ensure the quickest and most complete review, this information should be submitted at the time of application.

In the absence of this information, it may not be possible to do a complete review within the legislated time frame for making a decision. As a result, the application may be refused.

Submission of the Application

The Town of St. Marys needs:

- 5 copies of the completed application form, and
- 20 copies of the draft plan, and
- 2 copies of the draft plan on 8½" x 11" paper, and
- 5 copies of the information/reports if indicated as needed when completing the relevant sections of this form. The nature of the information/reports varies with the type of land uses proposed and the existing land use and topographic features,
- **Digital Mapping Information** - Submit 1 **computer disk** containing the digital plotting of the draft plan, including the textual description of file format, map standards used, scale, contact person and location information such as Lot & Registered Plan No. (AutoCAD .dxf format);
- The applicable fee as indicated on the Town's Fee Schedule; and
- The required plan review fee payable to the Upper Thames River Conservation Authority.

For Help

To help you complete the application form and prepare a good draft plan, please consult the Building Department in the Town Hall. You can also call the Building Department at (519) 284-2340.



Please Print and Complete or (✓) Appropriate Box(es)

1. Application Information

➤ 1.1 Name of Owner(s) An owner's authorization is required in Section 11.1 if applicant is not the owner

Name of Owner(s)	2503778 Ontario Incorporated	Home Telephone No.	519-273-0499	Business Telephone No.	519-273-0499
Address	54 Crawford St. Stratford, ON	Postal Code	N4X 5Y4	Fax No.	519-273-7468

1.2 Agent/Applicant - Name of the person who is to be contacted about the application, if different than the owner.
(This may be a person or firm acting on behalf of the owner.)

Name of Contact Person	Gerry Lang	Home Telephone No.	519-801-0333	Business Telephone No.	519-273-0499
Address	54 Crawford St. Stratford, ON	Postal Code	N4X 5Y4	Fax No.	519-273-7468

2. Location of the Subject Land (Complete applicable boxes in section 2.1)

➤ 2.1 Street No.	187	Name of Street/Road	Wellington St. N.
Concession Number(s)	17	Registered Plan No.	R266194
Lot Number(s)	16	Lot(s)/Block(s)	Lots 2 -7 & Blocks 1, 8 & 9

➤ 2.2 Are there any easements or restrictive covenants affecting the subject land? ☐ Yes ☒ No If yes, describe the easement or covenant and its effect.

2.3 Is a copy of the deed or the PIN description for the subject land attached? ☐ Yes ☒ No

PIN No. 532360010

3. Proposed and Current Land Use

➤ 3.1 Check whether this application is for approval of: ☒ A plan of subdivision or, ☐ A condominium description

➤ 3.2 Complete Table A on Proposed Land Use

Table A - Proposed Land Use

Proposed Land Use	Number of Units	Number of Lots and/or Blocks on the Draft Plan	Area (ha)	Density (Units/Dwellings per ha)	Number of Parking Spaces
Residential Single-Detached	dwelling units				(1)
6 Semi-Detached	12 dwelling units	6 Lots	4,179.5m ²	348.2m ²	2 per unit (1)
2 Multiple Attached	6 dwelling units	2 Blocks	2,141.0m ²	356.8m ²	2 per unit
Apartment	dwelling units				
Seasonal	dwelling units				
Mobile Home	dwelling units				

Other (specify)	dwelling units				
Proposed Land Use	Number of Units	Number of Lots and/or Blocks on the Draft Plan	Area (ha)	Density (Units/Dwellings per ha)	Number of Parking Spaces
Commercial					
Industrial					
Park, Open Space					
Institutional (specify)					
Roads					
Other (specify) not developed		1 Block (9)	14,120.9m ²		
Totals	19	6 lots, 3 Blocks	2.14ha		

(1) Complete only if for approval of condominium description

3.3 What is the current use of the subject land?

Vacant Land

3.4 How is the subject land currently designated in the official plan?

Residential

3.5 Has there been an industrial or commercial use, or an orchard on the subject land or adjacent land? ☒ Yes ☐ No If Yes, specify the uses.

Former Dresden Industries property

3.6 Has the grading of the subject land been changed by adding earth or other material?

Yes ☒No ☐Unknown ☐

3.7 Has a gas station been located on the subject land or adjacent land at any time?

3.8 Has there been petroleum or other fuel stored on the subject land or adjacent land?

3.9 Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?

3.10 What information did you use to determine the answers to the above questions? Information from the Owner, MTE is involved with the site cleanup

3.11 If Yes, to (3.5), (3.6), (3.7), (3.8) or (3.9), a previous use inventory showing all former uses of the subject land, or if appropriate, the adjacent land, is needed. Is the previous use inventory attached?

Yes ☐No ☒**4. Additional Information for Condominium Applications Only**

- 4.1 Has a site plan for the proposed condominium been approved?
- 4.2 Has a site plan agreement been entered into?
- 4.3 Has a building permit for the proposed condominium been issued?
- 4.4 Has construction of the development started?
- 4.5 If construction is completed, indicate the date of completion.
- 4.6 Is this a conversion of a building containing rental residential units?

Yes

No

☐☐☐☐☐☐☐☐

If Yes, indicate the number of units to be converted: _____ units. (If the building to be converted includes one or more rental residential units, this application must be submitted to the Town, as required by the Rental Housing Protection Act.)

5. Status of Other Applications under the Planning Act

5.1 Has the subject land ever been the subject of a previous application for approval of a plan of subdivision or a consent?

☐ Yes☐ No☒ Unknown

If Yes and if Known, indicate the application file number and the decision made on the application.

5.2 Is the subject land also the subject of a proposed official plan or plan amendment that has been submitted for approval?

☐ Yes☒ No☐ Unknown

If Yes and if Known, indicate the file number and the status of the application.

5.3 Is the subject land also the subject of an application for a consent, approval of a site plan, minor variance, zoning by-law or zoning order amendment?

☒ Yes☐ No☐ Unknown

If Yes and if Known, indicate the type of application, the file number and the status of the application.

Zoning By-Law Amendment - application under review

5.4 If the subject land is covered by a Minister's zoning order, what is the Ontario Regulation Number?

5.5 Are the water, sewage or road works associated with the proposed development subject to the provisions of the Environmental Assessment Act? ☐ Yes ☒ NoIf Yes, will the notice of public meeting for this application be modified to state that the public meeting will address the requirements of both the Planning Act and the Environmental Assessment Act? ☐ Yes ☐ No**6. Provincial Policy**

6.1 Briefly explain how this proposal has regard to the principles of the Provincial Policy Statement issued under the Planning Act. (Attach separate sheet)

Convert previously zoned industrial land abutting residential and urban development to better utilize the land for residential development.

The Planning Justification Report will be provided.

6.2 Table B below lists the features or development circumstances of interest to the Province. Complete Table B and be advised of the potential information requirements in noted section.

Table B - Significant Features Checklist

Features or Development Circumstances	(a) If a feature, is it on site or within 500 metres OR (b) If a development circumstance, does it apply?		If a feature, specify distance in metres	Potential Information Needs
	YES (✓)	NO (✓)		
Non-farm development near designated urban areas or rural settlement area		✓		Demonstrate sufficient need within 20-year projections and that proposed development will not hinder efficient expansion of urban or rural settlements
Class 1 industry ¹		✓	_____ m	Assess development for residential and other sensitive uses within 70 metres
Class 2 industry ²		✓	_____ m	Assess development for residential and other sensitive uses within 300 metres
Class 3 industry ³		✓	_____ m	Assess development for residential and other sensitive uses within 1000 metres
Land Fill Site		✓	_____ m	Address possible leachate, odour, vermin and other impacts
Sewage Treatment Plant		✓	_____ m	Assess the need for a feasibility study for residential and other sensitive uses
Waste Stabilization pond		✓	_____ m	Assess the need for a feasibility study for residential and other sensitive uses
Active railway line		✓	_____ m	Evaluate impacts within 100 metres
Controlled access highways including designated future ones		✓	_____ m	Evaluate impacts within 100 metres
Operating mine site		✓	_____ m	Will development hinder continuation or expansion of operations?
Non-operating mine site within 1000 metres		✓	_____ m	Have potential impacts been addressed? Has mine been rehabilitated so there will be no adverse effects?
Airports where noise exposure forecast (NEF) or noise exposure projection (NEP) is 28 or greater		✓		Demonstrate feasibility of development above 28 NEF for sensitive land uses. Above the 35 NEF/NEP contour, development of sensitive land uses is not permitted
Electric transformer station		✓	_____ m	Determine possible impacts within 200 metres
High voltage electric transmission Line		✓	_____ m	Consult the appropriate electric power service
Transportation and Infrastructure corridors	✓			Will the corridor be protected?
Prime agricultural Land		✓		Demonstrate need for use other than agricultural and indicate how impacts are to be mitigated
Agricultural operations		✓	_____ m	Development to comply with the Minimum Distance Separation Formulae
Mineral aggregate resource areas		✓		Will development hinder access to the resource or the establishment of new resource operations?
Mineral aggregate operations		✓	_____ m	Will development hinder continuation of extraction?
Mineral and petroleum resource areas		✓		Will development hinder access to the resource or the establishment of new resource operations
Existing pits and quarries		✓	_____ m	Will development hinder continued operation or expansion?
Significant wetlands south and east of the Canadian Shield		✓	_____ m	Development is not permitted
Significant portions of habitat of endangered and threatened species		✓	_____ m	Development is not permitted
Significant: fish habitat, woodlands south and east of the Canadian Shield, valley lands, areas of natural and scientific interest, wildlife habitat		✓	_____ m	Demonstrate no negative impacts
Sensitive groundwater recharge areas, headwaters and aquifers		✓		Demonstrate that groundwater recharge areas, headwaters and aquifers will be protected
Significant built heritage resources and cultural heritage landscapes		✓		Development should conserve significant built heritage resources and cultural heritage landscapes
Significant archaeological resources		✓		Assess development proposed in areas of medium and high potential for significant archaeological resources. These sources are to be studied and preserved, or where appropriate, removed, catalogued and analysed prior to development
Erosion hazards		✓		Determine feasibility within the 1:100 year erosion limits of ravines, river valleys and streams
Floodplains		✓		Where one-zone flood plain management is in effect, development is not permitted within the flood plain Where two-zone flood plain management is in effect, development is not permitted within the floodway Where a Special Policy Area (SPA) is in effect, development must meet the official plan policies for the SPA
Hazardous sites ⁴		✓		Demonstrate that hazards can be addressed
Rehabilitated mine sites		✓		Application for approval from Ministry of Northern Development and Mines should be made concurrently
Contaminated Sites		✓		Assess an inventory or previous uses in areas of possible soil contamination

1. Class 1 industry - small scale, self-contained plant, no outside storage, low probability of fugitive emissions and daytime operations only.
2. Class 2 industry - medium scale processing and manufacturing with outdoor storage, periodic output of emissions, shift operations and daytime truck traffic.
3. Class 3 industry - indicate if within 1000 metres - processing and manufacturing with frequent and intense off-site impacts and a high probability of fugitive emissions.
4. Hazardous sites - property or lands that could be unsafe for development or alteration due to naturally occurring hazard. These hazards may include unstable soils (sensitive marine clays (Leda), organic soils) or unstable bedrock (Karst topography).

6.3 For applications that include permanent housing complete Table C - Housing Affordability. For each type of housing and unit size, complete the rest of the row. If lots are to be sold as vacant lots, indicate the lot frontage. If additional space is needed, attach on a separate page.

Table C - Housing Affordability

For example: Semi-detached - 10 dwelling units; 93 metres²/5.5 metres, \$119,900

Housing Type	# of dwelling units	Unit Size (m ²) and/or Lot Frontage	Estimated Selling Price/Rent
Single-Detached			
Semi Detached 6	12	110m ² - 160m ²	\$350,000.00
Row or Townhouse 2	6	110m ² - 160m ²	\$350,000.00
Apartment Block			
Other Types or Multiples 1	30	120m ²	\$340,000.00

6.4 Is there any other information which may relate to the Affordability of the proposed housing, or the type of housing needs served by the proposal

☐ Yes ☒ No If Yes, explain in Section 8.1 or attach on a separate page.

7. Servicing

7.1 Indicate in a) and b) the proposed servicing type for the subject land. Select the appropriate servicing type from Table D. Attach and provide the name of the servicing information/reports as indicated in Table D.

➤ a) Indicate the proposed sewage disposal system

➤ b) Indicate the proposed water supply system

c) Name of servicing information/reports

Table D - Sewage Disposal and Water Supply

Sewage Disposal	a) Public piped sewage system <input checked="" type="checkbox"/>	Municipality should confirm that capacity will be available to service the development at the time of lot creation or rezoning
	b) Public or private communal septic	Communal systems for the development of more than 5 lots/units: servicing options statement ¹ , hydrogeological report ² , and indication whether a public body is willing to own and operate the system ³ Communal systems for the development of 5 or less lots/units and generating less than 4500 litres per day effluent: hydrogeological report ²
	c) Individual septic system(s)	Individual septic systems for the development of more than 5 lots/units: servicing options statement ¹ and hydrogeological report ² . Individual septic systems for the development of 5 or less lots/units and generating less than 4500 litres per day effluent: hydrogeological report ²
	d) Other	To be described by applicant
Water Supply	a) Public piped water system <input checked="" type="checkbox"/>	Municipality should confirm that capacity will be available to service development at the time of lot creation or rezoning
	b) Public or private communal well(s)	Communal well systems for the development of more than 5 lots/units: servicing options statement ¹ , hydrogeological report ² and indication whether a public body is willing to own and operate the system ³ Communal well systems for non-residential development where water will be used for human consumption: hydrogeological report ²
	c) Individual well(s)	Individual wells for the development of more than 5 lots/units: servicing options statement ¹ , hydrogeological report ² Individual wells for non-residential development where water will be used for human consumption: hydrogeological report ²
	d) Communal surface water	A "water taking permit" under Section 34 of the Ontario Water Resources Act is necessary for this type of servicing
	e) Individual surface water	Servicing options report
	f) Other	To be described by applicant

Notes: 1. Confirmation that the Town concurs with the servicing options statement will facilitate the review of the proposal
2. Consult with the Town about the type of hydrogeological assessment that is expected given the nature and location of the proposal
3. Where communal services are proposed (water and/or sewage), these services must be owned by the Town

Table E - Storm Drainage, Road Access and Water Access

Storm Drainage	a) Sewers	A preliminary stormwater management report is recommended, and should be prepared concurrent with any hydrogeological reports for submission with the amendment. A storm water management plan will be needed prior to final approval of a plan of subdivision or as a requirement of site plan approval
	b) Ditches or swales	
	c) Other	
Road Access	a) Arterial Road	Detailed road alignment and access will be confirmed when the development application is made
	b) Collector Road	Detailed road alignment and access will be confirmed when the development application is made
	c) Local Road <input checked="" type="checkbox"/>	Subdivision or condominium development is not usually permitted on seasonally maintained roads
	d) Right-of-way	Access by right of ways on private roads are not usually permitted, except as part of condominium

7.2 Indicate in a) and b) the proposed type of storm drainage and access for the subject land. Select the appropriate type from Table E. Attach and provide the servicing information as indicated in Table E.

➤ a) Indicate the proposed storm drainage system Sewers

➤ b) Indicate the proposed road access Local roads

c) Is the preliminary stormwater management report attached? ☒ Yes ☐ No If not attached as a separate report, in what report can it be found?

8. Other Information

8.1 Is there any other information that may be useful to the Town in reviewing this development proposal (e.g. efforts made to resolve outstanding objections or concerns)? If so, explain below or attach on a separate page.

9. Affidavit or Sworn Declaration

➤ I, Grady Lark of the Town of St. Marys in the County of Perth make oath and say (or solemnly declare) that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Town of St. Marys

in the County of Perth

this 23rd day of May, 2020

Grant George Brouwer
A Commissioner, etc.,
Province of Ontario, for the 2020
Corporation of the Town of St. Marys.
Expires September 5, 2021

Commissioner of Oaths

Applicant

10. Authorizations

10.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed

➤ Authorization of Owner for Agent to Make the Application

I, _____ am the owner of the land that is the subject of this application for approval of a plan of subdivision (or condominium description) and I authorize _____ to make this application on my behalf.

Date

Signature of Owner

10.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below

Authorization of Owner for Agent to Provide Personal Information

I, _____ am the owner of the land that is the subject of this application for approval of a plan of subdivision (or condominium description) and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize _____, as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date

Signature of Owner

11. Consent of the Owner

11.1 Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

I, _____, am the owner of the land that is the subject of this application for approval of a plan of subdivision (or condominium description) and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

Date

Signature of Owner

12. Acknowledgement

12.1 Complete the acknowledgement concerning third party appeal costs.

With the filing of this application, the applicant is aware of, and agrees, that if the decision of the Council of the Town of St. Marys regarding this application is appealed by a third party (a party other than the applicant), all costs incurred by the Corporation of the St. Marys for legal counsel and other associated costs to represent the Corporation of the St. Marys in defending the decision before the Ontario Municipal Board will be solely the responsibility of, and paid for by the applicant.

Dated at the

Town of St. Marys


in the County/Region of

Perth

this

28

day of

Jan2020

 Signature of Applicant

The Town will assign a File Number for complete applications and this should be used in all communications with the Town.

Applicant's Checklist: Have you remembered to attach:

- | | Yes | | Yes |
|--|--------------------------|---|--------------------------|
| • 5 copies of the completed application form? (Ensure you have a copy for yourself) | <input type="checkbox"/> | • 5 copies of the information/reports as indicated in the application form? | <input type="checkbox"/> |
| • 20 copies, at a minimum, of the draft plan? | <input type="checkbox"/> | • The required fee, either as a certified cheque or money order, payable to the Corporation of the Town of St. Marys? | <input type="checkbox"/> |
| • 2 copies of the draft plan on 8½" by 11" paper? | <input type="checkbox"/> | • The required plan review fee payable to the Upper Thames River Conservation Authority. | <input type="checkbox"/> |
| • <u>Digital Mapping Information</u> - Submit 1 computer disk containing the digital plotting of the draft plan, including the textual description of file format, map standards used, scale, contact person and location information such as Lot & Registered Plan No. (Autocad .dxf). <input type="checkbox"/> | | | |

St. Marys Town Hall
 175 Queen Street East
 PO Box 998
 St. Marys, Ontario N54X 1B6
 Telephone (519) 284-2340 FAX (519) 284-2881



Corporation

of the Town of St. Marys

RECEIVED

JAN 15 2009



Application for Approval of a Official Plan Amendment

(Under Section 22(4) of the Planning Act)

Application for Zoning By-law Amendment
(Under Section 34 or 39 of the Planning Act)Application to Remove a Holding Symbol
(Under Section 34 and 36 of the Planning Act)

202-2019

Instructions

Each application must be accompanied by the application fee in the form of either cash or a cheque payable to the Town. An accurate scaled drawing of the subject land must be submitted.

If the applicant is not the owner of the subject land, a written statement by the owner which authorizes the applicant to act on behalf of the owner as it relates to the subject application, must accompany the application See Section 13.0).

Please bear in mind that additional information may be required by the Town, local and provincial agencies in order to evaluate the proposed Amendment. The required information may include studies or reports to deal with such matters as impacts on: the environment; transportation network; water supply; sewage disposal; and storm water management.

In addition, the applicant may be required to submit a more detailed site plan in accordance with Section 41, of the Planning Act.

Completeness of the Application

The information in this form that must be provided by the applicant is indicated by black arrows (➤) on the left side of the section numbers. This information is prescribed in the Schedule to Ontario Regulation 198/96 made under the Planning Act. The mandatory information must be provided with the appropriate fee and draft plan. If the mandatory information is not provided, the municipality will return the application or refuse to further consider the application.

The application form also sets out other information (eg. technical information or reports) that will assist the approval authority and others in their planning evaluation of the development proposal. To ensure the quickest and most complete review, this information should be submitted at the time of application. In the absence of this information, it may not be possible to do a complete review within the legislated time frame for making a decision. As a result, the application may be refused.

Approval Process

Upon receipt of an application, the required fee and other information (as required) Council will determine whether there is sufficient merit in processing the application further (i.e. circulation of notice and the holding of a public meeting as required by the Ontario Planning Act). The applicant is encouraged to attend a public meeting, to present the proposal. The applicant will be provided notice of any decision made by Council concerning the application. Official Plan Amendments and Zoning By-law Amendment are adopted by St. Marys Council. If no notice of appeal is received within twenty days, the Official Plan Amendment and/or Zoning By-law Amendment is in force.

For Help

To help you complete the application form, please consult the Building Department in the Town Hall. You can also call the Building Department at (519) 284-2340.

Please Print and Complete or (✓) Appropriate Box(es)

1.0 Application Information

➤ 1.1 Name of Owner(s) An owner's authorization is required if applicant is not the owner (See Section 12.0)

Name of Owner(s)

2503778 ONTARIO INCORPORATED

Home Telephone No.

519 801 0333

Business Telephone No.

519 273 0499

Address

54 Crawford St. Stratford

Postal Code

N5A 5Y4

Fax No.

519 273 7468

1.2 Agent/Applicant - Name of the person who is to be contacted about the application, if different than the owner. (This may be a person or firm acting on behalf of the owner.)

Name of Contact Person (and Firm)

Gerry Lang

Home Telephone No.

519 801 0333

Business Telephone No.

519 273 0499

Address

54 Crawford St. Stratford

Postal Code

N5A 5Y4

Fax No.

519 273 7468

➤ 2.0 Location and Size of the Subject Land

Street No.

187

Name of Street/Road

Wellington St. N.

Registered Plan No.

R226194

Lot(s)/Block(s)

Lots 1-8, Blocks 9 & 10

Reference Plan No.

Part Number(s)

Concession Number(s)

Lot Number(s)

Lot Frontage

753.13 ft.

Average Width

Average Depth

Lot Area

231 413.09 ft² (5.313 ac)➤ 2.1 Is there a mortgage or charge in respect of the subject land? ☐ Yes ☒ No If yes, give the names and addresses of any mortgages or charges➤ 2.2 Are there any easements or restrictive covenants affecting the subject land? ☐ Yes ☒ No If yes, describe the easement or covenant and its effect.

➤ 2.3 When were the subject lands acquired by the current owner?

July 25 2016

➤ 3.0 Proposed and Current Land Use

➤ 3.1 What is the proposed use of the subject land?

convert land into semi-Residential; multi residential dwellings; condominium units

➤ 3.2 What is the current use of the subject land?

Vacant Industrial land

➤ 3.3 How is the subject land currently designated in the Official Plan?

Industrial

➤ 3.4 How is the subject land currently zoned in the applicable Zoning By-law?

RD (see attached map)

➤ 3.5 Provide the following details for all buildings, both existing or proposed. (Should be shown on the Site Plan submitted with this Application).

ATTACHMENT 2

	Existing Buildings	Proposed Buildings		Existing Buildings	Proposed Buildings
3.5.1 Front yard	<input checked="" type="checkbox"/>		3.5.5 Height	<input checked="" type="checkbox"/>	
3.5.2 Rear yard	<input checked="" type="checkbox"/>		3.5.6 Dimensions	<input checked="" type="checkbox"/>	
3.5.3 Side Yard	<input checked="" type="checkbox"/>		3.5.7 Gross Floor Area	<input checked="" type="checkbox"/>	
3.5.4 Side Yard	<input checked="" type="checkbox"/>		3.5.8 Date Constructed	<input checked="" type="checkbox"/>	

➤ 4.0 Official Plan Amendment (proceed to Section 5.0 if a Official Plan Amendment is not proposed)

4.1 Does the Proposed Official Plan Amendment:

- 4.1.1 Add a Land Use designation to the Official Plan?
 4.1.2 Change a land use designation in the Official Plan?
 4.1.3 Replace a policy in the Official Plan?
 4.1.4 Delete a policy from the Official Plan?
 4.1.5 Add a policy to the Official Plan?

Yes

☐
☒
☐
☐
☐

No

☒
☒
☒
☒
☒

If applicable, please provide the policy section number to be changed, and suggested policy wording on a separate page.

4.2 What is the purpose of the Official Plan Amendment and land uses that would be permitted by the proposed Official Plan Amendment?

4.3 Explain how this proposal has regard to the principles of the Provincial Policy Statement issued under the Planning Act (attach a separate page if necessary).

➤ 5.0 Zoning By-law Amendment (proceed to Section 6.0 if a Zoning By-law Amendment is not proposed)

5.1 Does the Proposed Zoning By-law Amendment:

- 5.1.1 Add a Zone Category to the Zoning By-law?
 5.1.2 Change a Zone Category in the Zoning By-law?
 5.1.3 Replace a zoning provision in the Zoning By-law?
 5.1.4 Delete a zoning provision from the Zoning By-law?
 5.1.5 Add a zoning provision to the Zoning By-law?

Yes

☐
☐
☐
☐
☐

No

☒
☒
☒
☒
☒

If applicable, please provide the provision section number to be changed, and suggested provision wording on a separate page.

5.2 What is the purpose of the proposed Zoning By-law Amendment and what are the land uses proposed? *Rezone existing RD designation to R4 for Lots 1-8, R5 for Blocks 9 & 10. (See attached proposed plan)*

6.0 Previous Industrial or Commercial Uses

6.1 Has there previously been an industrial or commercial use on the subject land or adjacent land? If Yes, specify the uses and dates. ☒ Yes ☐ No

6.2 Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites? ☒ Yes ☐ No

6.3 What information did you use to determine the answers to the above questions? *PHI, PHIL EBA, Remedial Remediation Report*

6.4 If Yes, to (6.1), (6.2) or (6.3), a previous use inventory showing all former uses of the subject land, or if appropriate, the adjacent land, is needed. Is the previous use inventory attached? ☐ Yes ☒ No

➤ 7.0 Status of Other Applications under the Planning Act

Is the subject land also the subject of an application for a consent, approval of a site plan, minor variance, Zoning By-law Amendment or Zoning Order Amendment? ☐ Yes ☒ No If Yes, indicate the type of application, the file number and the status of the application.

➤ 8.0 Servicing

8.1 Indicate the existing/proposed servicing type for the subject land.

Sewage Disposal	Existing	Proposed	Water Supply	Existing	Proposed
a) Public piped sewage system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a) Public piped water system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Public or private communal septic	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b) Public or private communal well(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) Individual septic system(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	c) Individual well(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	d) Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Storm Drainage	Existing	Proposed	Road Access	Existing	Proposed
a) Sewers			a) Arterial Road		
b) Ditches or swales			b) Collector Road		
c) Other			c) Local Road	✓	✓

9.0 Justification

9.1 Indicate how the proposed use(s)/ zone complies with the relevant portions of the Official Plan - or complete an Official Plan Amendment Application.

9.2 Indicate how the proposed use(s) will be compatible with the surrounding land uses. Currently, the property is a vacant piece of industrial land. The abutting lands are mostly residential. The proposal is to add residential dwellings, such as semi-detached dwellings, 1 3 unit townhouse (greenhold) dwellings, plus future townhouse style condominium units

10.0 Other Information

The lot has been vacant for several years. The proposed development would fit in well with the surrounding mix of residential housing

11.0 Application Drawing

Please submit an accurate, scaled drawing of the proposal showing the following information:

- The subject land, including its boundaries and dimensions, and the location, and nature of any easement or restrictive covenants which affect the subject land;
- The uses of adjacent and abutting land;
- The location of all existing as well as proposed buildings and their dimensions, uses, and setbacks from lot lines;
- The location of all natural and man-made features on the land and the location of these features on adjacent and abutting lands; and
- Scale and north arrow.

12.0 Affidavit or Sworn Declaration

I, Gerry Lark of the CITY OF STAFFORD in the County/Region of Perth make oath and say (or solemnly declare) that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me at the Town of St Marys

in the County/Region of Perth

this 15th day of January, 2019

Susan Louise Luckhardt,
A Commissioner, etc.,
Province of Ontario, for the
Corporation of the Town of St. Marys
Expires September 5, 2021

Commissioner of Oaths

I HAVE THE AUTHORITY TO SIGN THIS APPLICATION

13.0 Authorization of Owner for Agent to Make the Application

I (we), _____ of the _____ in the County/Region of _____

am the owner of the land that is the subject of this application for an Official Plan Amendment/Zoning By-law Amendment and I hereby

authorize _____ to act as my agent in the application.

Date

Signature of Owner

14.0 Acknowledgement

ACKNOWLEDGEMENT

With the filing of this application, the applicant is aware of, and agrees, that if the decision of the Council of the Town of St. Marys regarding this application is appealed by a third party (a party other than the applicant), all costs incurred by the Corporation of the St. Marys for legal counsel and other associated costs to represent the Corporation of the St. Marys in defending the decision before the Ontario Municipal Board will be solely the responsibility of, and paid for by the applicant.

Dated at the Town of St. Marys

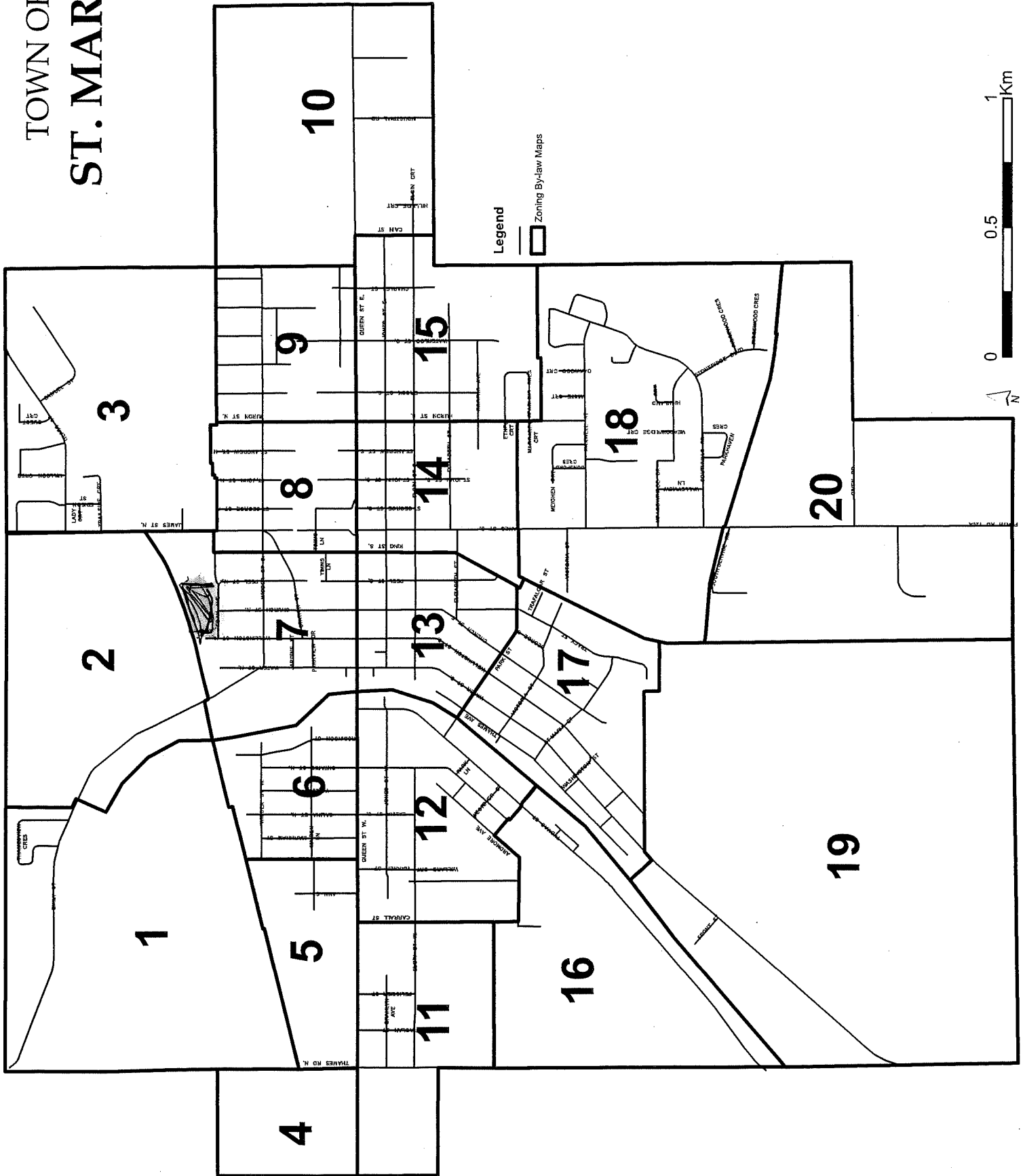
in the County/Region of Perth

this 15th day of January, 2019

Town of St. Marys Official Plan Amendment and Zoning By-law Amendment Application (Rev. March, 2005)

Applicant

TOWN OF
ST. MARYS



THIS IS **KEY MAP 7** OF SCHEDULE "A" TO BY-LAW
NO. OF THE TOWN OF ST. MARYS

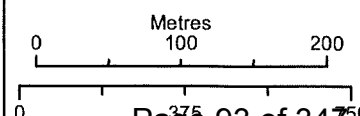
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BY-LAW NO.

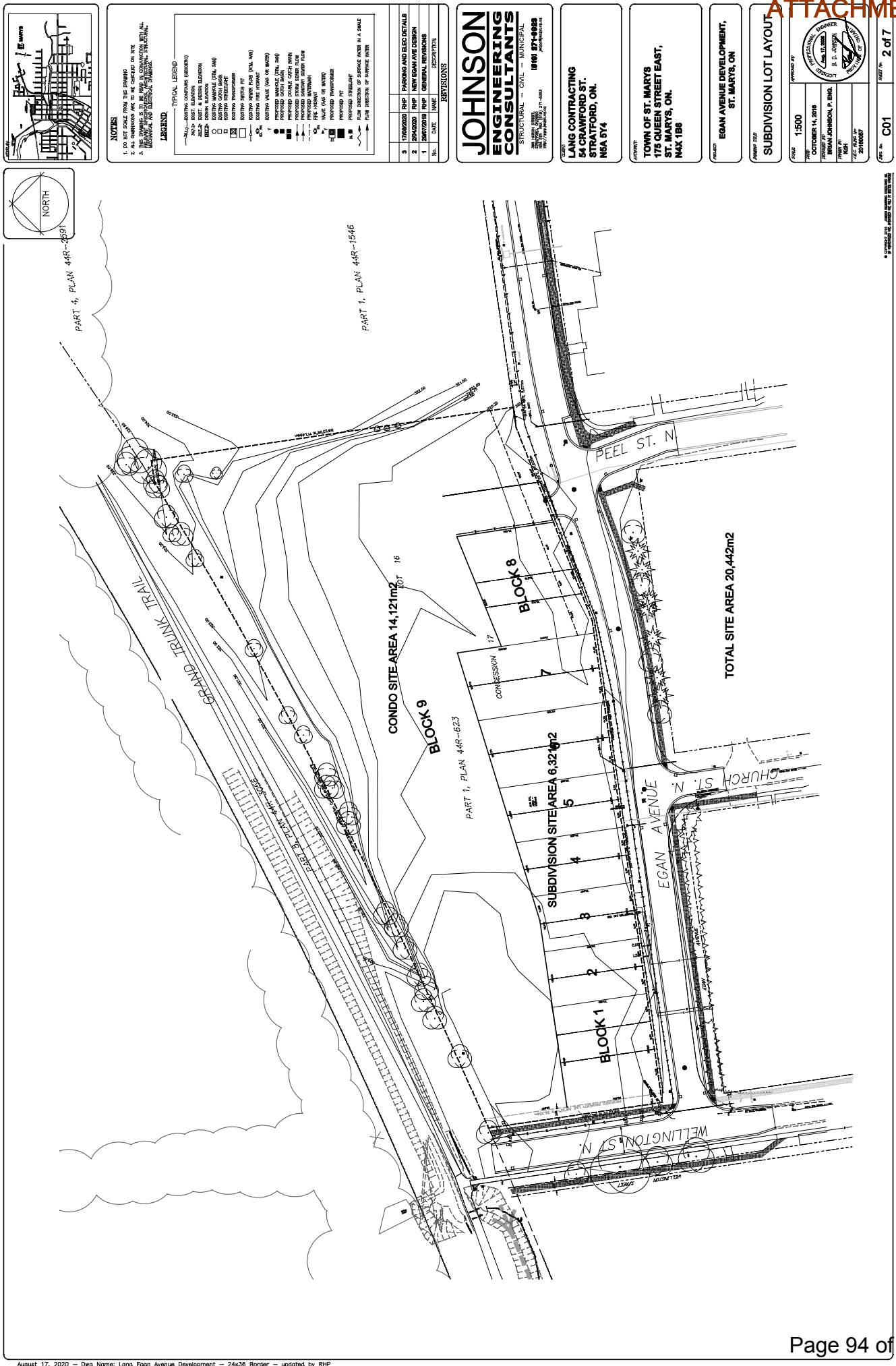


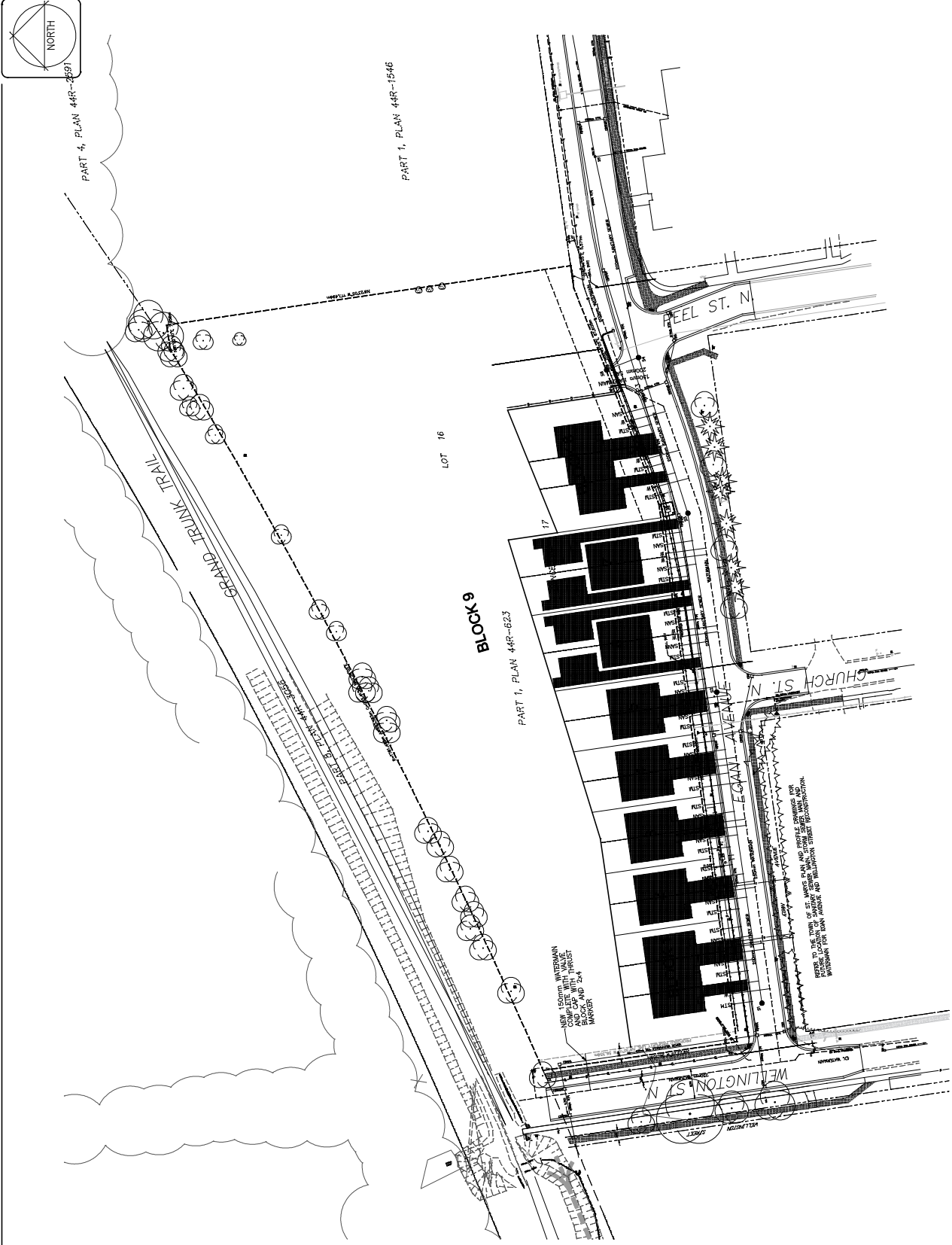
- Parcels
- Zoning By-law Flood Fringe Constraint Area
- Zoning By-law Boundaries
- Heritage Classified

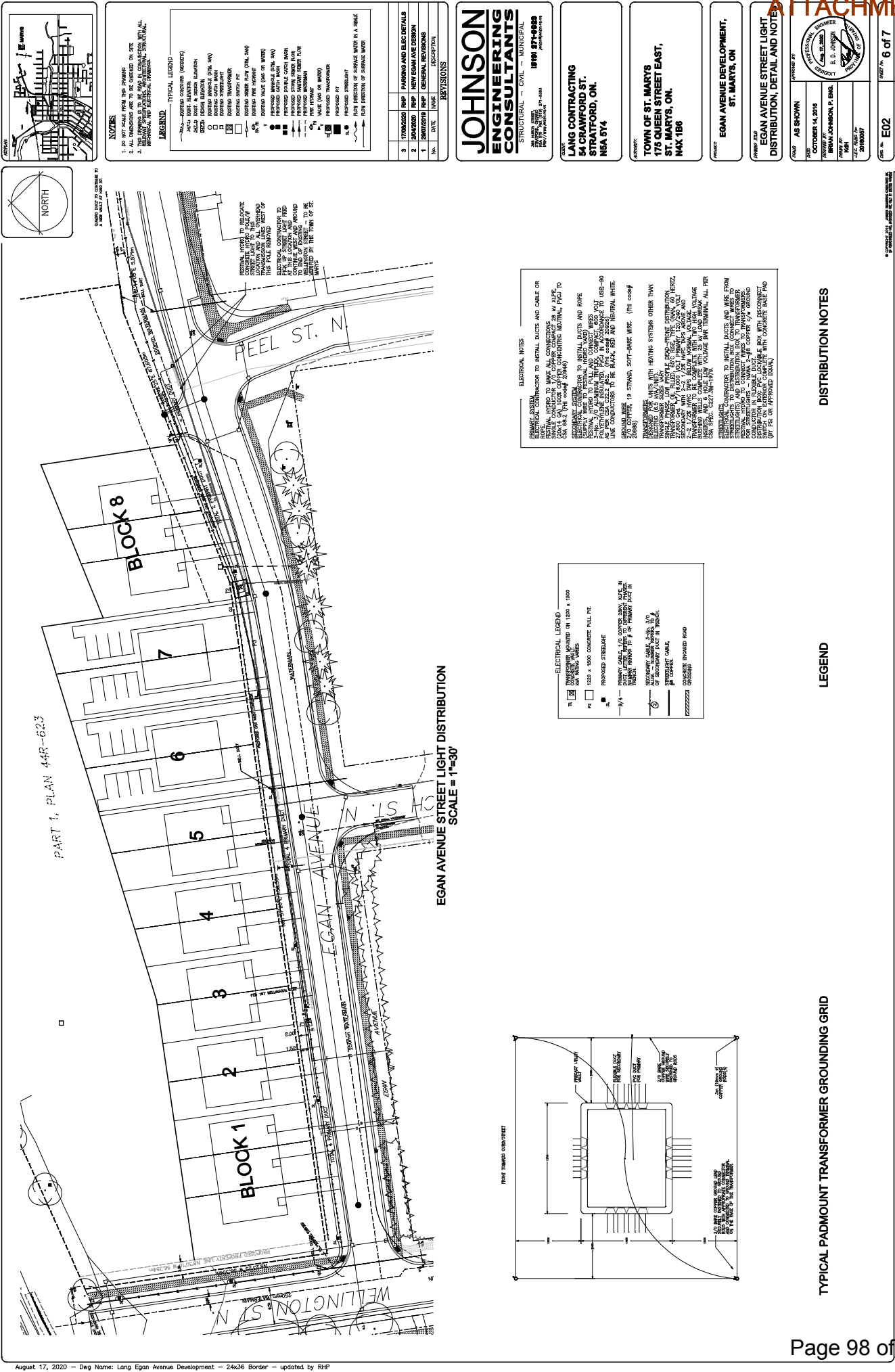
UTRCA Regulation Limit

Last Amended: December 14, 2018
Absolute Scale 1:5,000









NOTES

1. DO NOT SCALE FROM THIS DRAWING
2. ALL DIMENSIONS ARE TO BE CHECKED ON SITE
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT SPECIFICATIONS, ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.

LEGEND

- [illegible]

NO.	DATE	NAME	DESCRIPTION
1	2007/2018	RHP	GENERAL REVISIONS
2	2004/2020	RHP	NEW EGAN AVE DESIGN
3	17/09/2020	RHP	PARKING AND ELEC DETAILS

**JOHNSON
ENGINEERING
CONSULTANTS**

STRUCTURAL — CIVIL — MUNICIPAL

18181 271-9923
jphillips@pcmc-06-04

388 MARION STREET,
STANFORD, CALIFORNIA
94304-5050 FAX (415) 271-5353
<http://www.pcmc.com>

LANG CONTRACTING
14 CRAWFORD ST.
STRATFORD, ON.
5A 5Y4

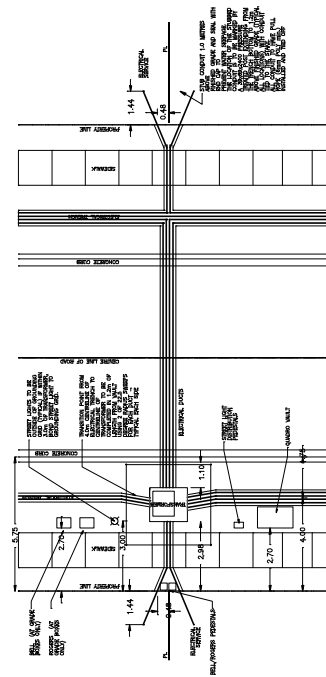
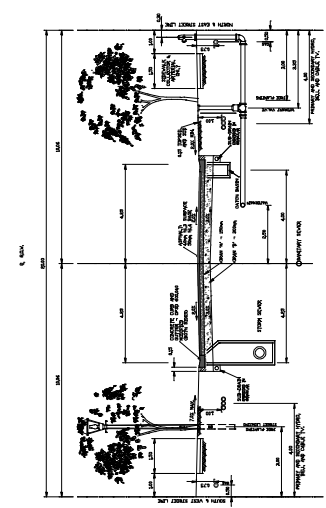
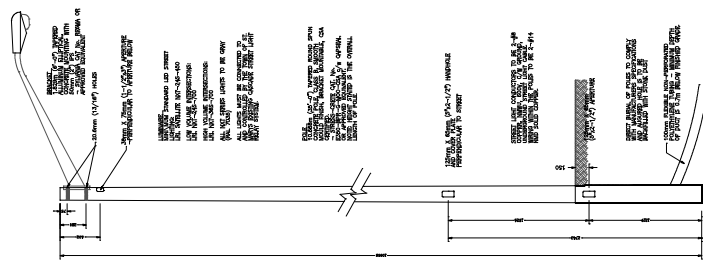
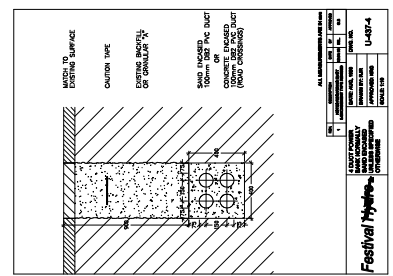
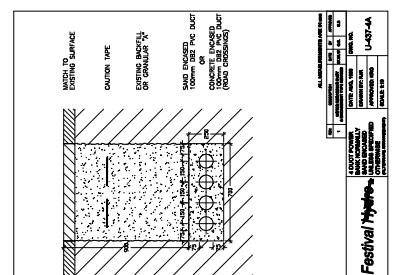
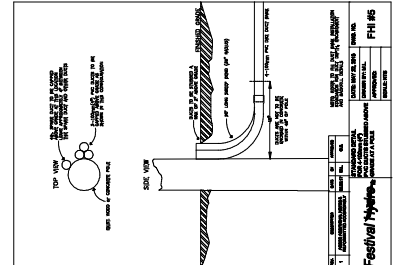
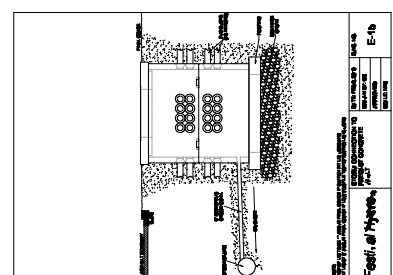
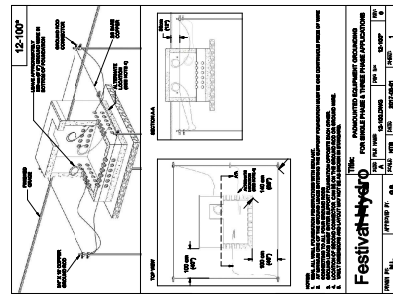
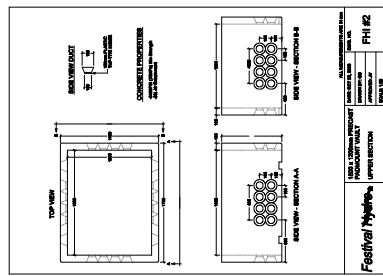
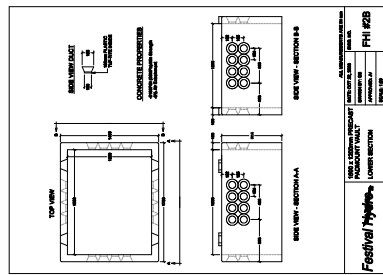
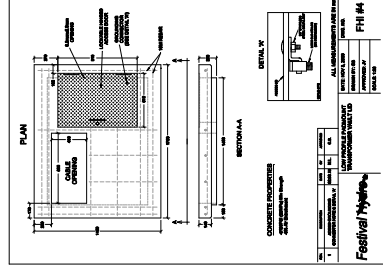
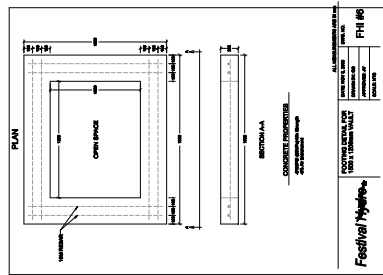
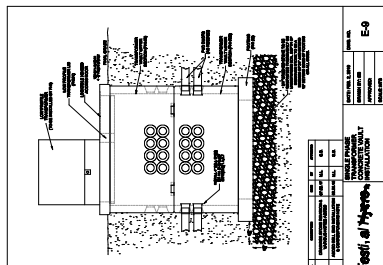
**TOWN OF ST. MARYS
75 QUEEN STREET EAST,
ST. MARYS, ON.**

EGAN AVENUE DEVELOPMENT,

EGAN AVENUE
ELECTRICAL DETAILS

SCALE	1:500
DATE	OCTOBER 14, 2018
DESIGNED BY	BERNARD JOHNSON, P. ENG.
CHECKED BY	
DATE	10/18
PLANTING	

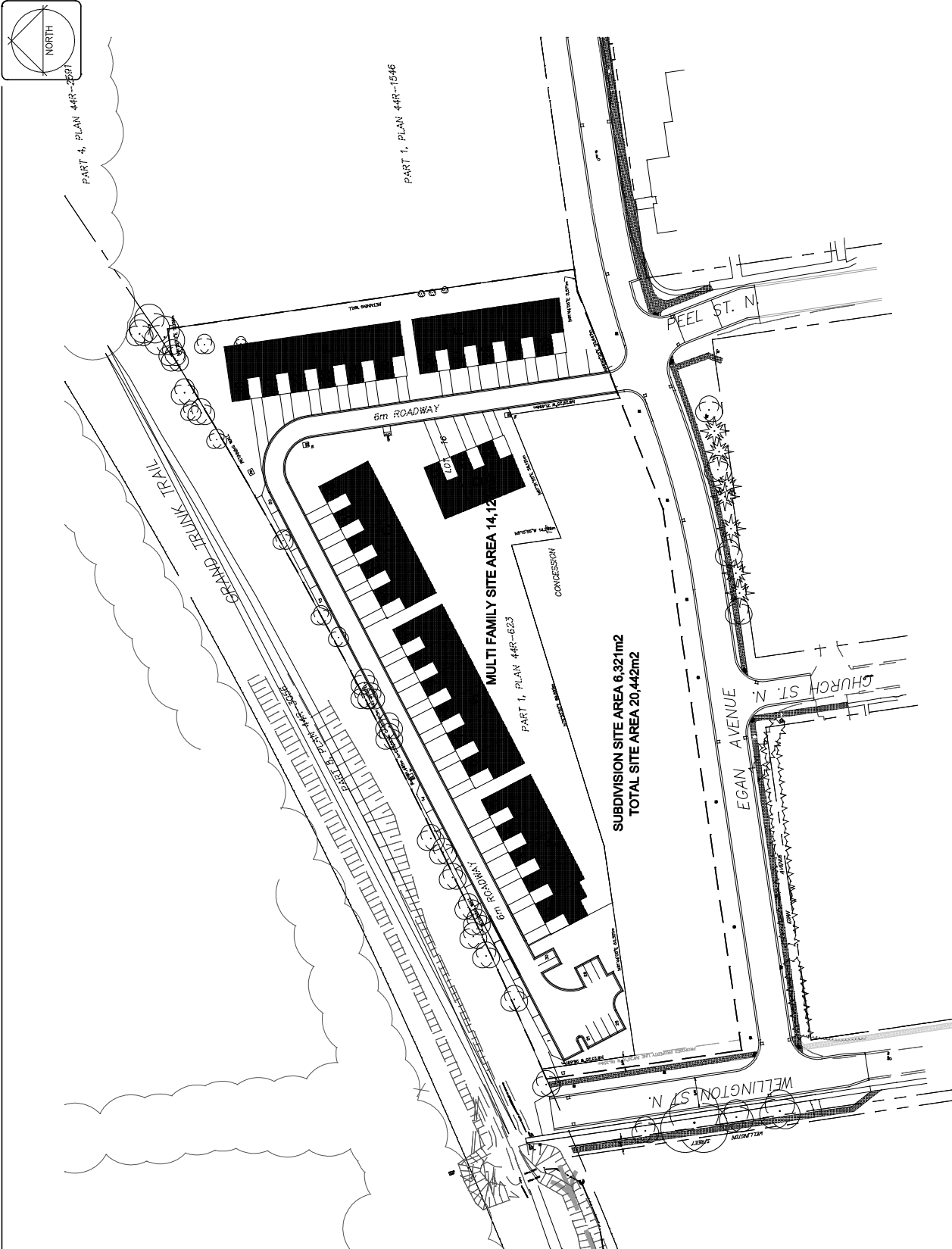
SHEET No. 7 of 7



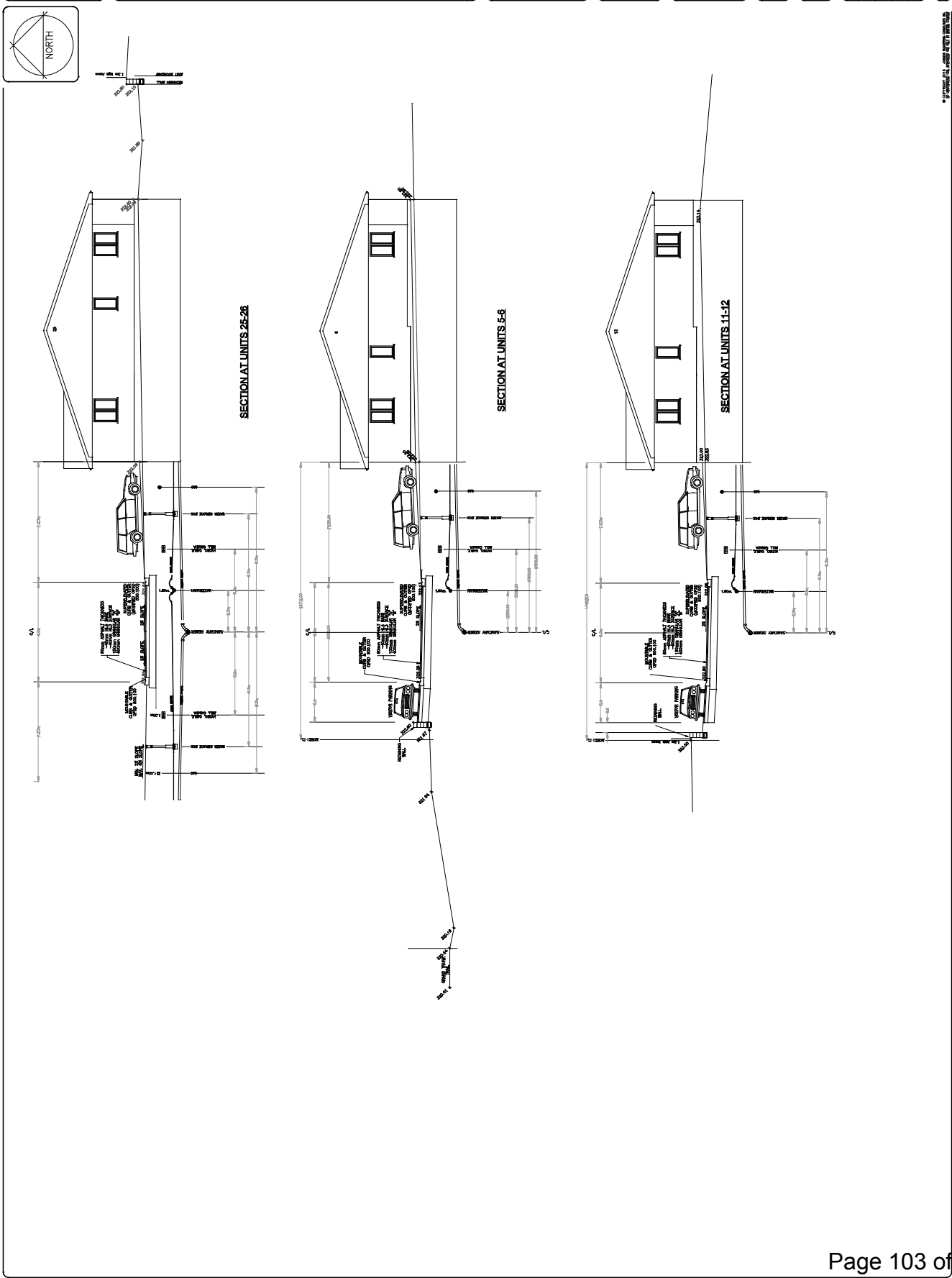
TYPICAL 20.0m RIGHT OF WAY CROSS-SECTION

TYPICAL LED COBRA HEAD STREET LIGHT

TYPICAL STREET PLAN VIEW OF UTILITIES







----- Original message -----

From: Emily Kelly <[REDACTED]>
 Date: 2020-09-04 1:26 p.m. (GMT-05:00)
 To: Brent Kittmer <bkittmer@town.stmarys.on.ca>
 Subject: Concern re Egan Avenue Plan of Subdivision

[EXTERNAL]

Hi Brent-

I hope you've been keeping well over the summer in these "unprecedented times". Getting back to municipal politics actually seems like a welcoming sign of normalcy, I find!

Please accept the rest of this email as a written submission to the Council of the Town of St. Marys regarding the proposed plan of subdivision for Egan St. being discussed at the Sept 15 public meeting.

I have three concerns:

1. There are too many units proposed in block 1 through 8. I have no objection to affordable housing in this area. However, the size of homes that are being built here will not support the number of bedrooms or parking spaces that families with children will need. This underserves the same demographic that needs the affordable housing in the first place.
2. The "private street" to facilitate the condo site area at the rear of the property is a disaster waiting to happen. The town just spent considerable resources engineering Egan Avenue into a safe crossing and bus loading zone for elementary students attending the nearby school. Every weekday morning, 50 cars leaving their condo units will empty into a school zone to compete with buses, children walking to school and a very narrow road. Someone is going to get hurt, and the resulting liability will be considerable.
3. There is not enough detail provided regarding the condominium townhouse dwellings in block 9. Any building of significant size will create shadows over the school play area next door, especially in the winter months when class is in session. It would also negatively impact the trail immediately north of this area, creating shadows and potentially ice on the walking surface.

I would ask council to refuse the proposed plan of subdivision. Have the developer come back with a plan that supports families with children, and more detail regarding impact to local schools and trails.

Thanks very much for listening
 Emily Kelly, MD CCFP

Sent from my iPad



"Inspiring a Healthy Environment"



September 21, 2020

Town of St. Marys
175 Queen Street East
P.O. Box 998
St. Marys, Ontario N4X 1B6

Attention: Mark Stone, MCIP, RPP, Planner (via e-mail: mark@mlsplanning.ca)

Dear Mr. Stone,

Re: Applications for Plan of Subdivision and Zoning By-law Amendment: STM01-2020 & Z03-2020 Subject Property: North Side Egan Avenue, East of Wellington St. North, in the Town of St. Marys, County of Perth

The Upper Thames River Conservation Authority (UTRCA) has reviewed the subject application with regard for policies contained within the *Environmental Planning Policy Manual for the Upper Thames River Conservation Authority (June 2006)*. These policies include regulations made pursuant to Section 28 of the *Conservation Authorities Act*, and are consistent with the natural hazard and natural heritage policies contained in the *Provincial Policy Statement (2014)*. The Upper Thames River Source Protection Area Assessment Report has also been reviewed in order to confirm whether the subject property is located within a vulnerable area. The Drinking Water Source Protection information is being disclosed to the Municipality to assist them in fulfilling their decision making responsibilities under the Planning Act. We offer the following comments:

PROPOSAL

The purpose of the application for Plan of Subdivision is to develop a total of 52 residential dwellings in the form of semi-detached, townhouse and condominiums. The associated application for Zoning By-law Amendment seeks to change the zoning in order to allow for the application of Plan of subdivision.

CONSERVATION AUTHORITIES ACT

As shown on the enclosed mapping, the subject lands **are** affected by the Authority's Regulation Limit which includes an area of floodplain. The UTRCA regulates development within the Regulation Limit in accordance with Ontario Regulation 157/06 made pursuant to Section 28 of the *Conservation Authorities Act*. This regulation requires the landowner to obtain written approval from the UTRCA prior to undertaking any development or site alteration in the regulated area which includes filling, grading, construction, alteration to a watercourse and/or interference with a wetland.

UTRCA ENVIRONMENTAL PLANNING POLICY MANUAL

The UTRCA's Environmental Planning Policy Manual is available online at <http://thamesriver.on.ca/planning-permits-maps/utrca-environmental-policy-manual/>
The policies which are applicable to the subject lands include:

3.2.2 General Natural Hazard Policies

These policies direct new development, and site alteration, away from hazard lands. No new hazards are to be created and existing hazards should not be aggravated. Furthermore, the

Authority does not support the fragmentation of hazard lands through lot creation. This policy is consistent with the Provincial Policy Statement (PPS, 2014) and is intended to limit the number of owners of hazardous land and thereby reduce the risk of unregulated development etc.

3.2.3 Riverine Flooding Hazard Policies

These policies address matters such as the provision of detailed flood plain mapping, uses that may be permitted in the flood plain, one & two zone flood plain policy areas as well as special policy areas.

DRINKING WATER SOURCE PROTECTION

Clean Water Act

The subject lands have been reviewed to determine whether or not they fall within a vulnerable area (Wellhead Protection Area, Highly Vulnerable Aquifer, and Significant Groundwater Recharge Areas). Upon review, we can advise that the subject lands **are** within a vulnerable area. For policies, mapping and further information pertaining to drinking water source protection, please refer to the approved Source Protection Plan at:

<https://www.sourcewaterprotection.on.ca/approved-source-protection-plan/>

RECOMMENDATION

The UTRCA has no objection to the above noted applications for Draft Plan of Subdivision and Zoning By-law Amendment. Should any changes/alteration to the drainage feature to the immediate north of the site be contemplated, please be aware that a permit would be required to do so. The foregoing is provided for the information of the applicant, the Planning Department, and Council.

UTRCA REVIEW FEES

In June 2006, the UTRCA's Board of Directors approved the *Environmental Planning Policy Manual for the Upper Thames River Conservation Authority*. This manual authorizes Authority Staff to collect fees for the review of Planning Act applications including applications for Zoning By-law Amendment (\$275.00 each). An invoice in the amount of **\$275.00** will be sent directly to the applicant under separate cover.

Thank you for the opportunity to comment. If you have any questions, please contact the undersigned at extension 228.

Yours truly,
 UPPER THAMES RIVER CONSERVATION AUTHORITY



Spencer McDonald, MCIP, RPP
 Land Use Planner
 SM/sm

Regulation Limit

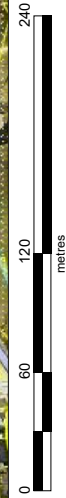
Regulation under s.28 of the Conservation Authorities Act
Development, interference with wetlands, and alterations
to shorelines and watercourses. O. Reg. 157/06, 97/04.

Legend

- UTRCA Watershed (1:10K)
- Assessment Parcel (MPAC)
- Watercourse (UTRCA, 2015)
- Open
- Tied
- Flooding Hazard
- Erosion Hazard
- Regulation Limit 2018

The Regulation Limit depicted on this map schedule is a representation of O. Reg. 157/06 under O. Reg. 97/04.
The Regulation Limit is a conservative estimation of the hazard lands within the UTRCA watershed. In the case of discrepancies between the mapping and the actual features on a property, the text of Ontario Regulation 157/06 prevails and the jurisdiction of the UTRCA may extend beyond areas shown on the maps.
The UTRCA declines explicitly any warranty, representation or assurance of the accuracy, completeness, reliability, fitness for a particular purpose, merchantability or completeness of any of the data depicted and provided herein.
The UTRCA assumes no liability for any errors, omissions or inaccuracies in the information provided herein and further assumes no liability for any decisions made or actions taken or not taken by any person in reliance upon the information and data provided herein.
This map is not a substitute for professional advice. Please contact UTRCA staff for any changes, updates and amendments to the information provided.
This document is not a Plan of Survey.
Source: Base data: 2015 Aerial Photography used under license with the Ontario Ministry of Natural Resources Copyright © Queen's Print for Ontario, City of London.

UPPER THAMES RIVER
CONSERVATION AUTHORITY
Copyright © 2020 UTRCA.



* Please note: Any reference to scale on this map is only appropriate when it is printed landscape on legal-sized (8.5" x 14") paper.

Prepared By: SM
Date: September 21, 2020
Page 08 of 347



September 23, 2020

Grant Brouwer,
St. Marys, Planning
175 Queen Street East
P.O. Box 998
St. Marys, ON N4X 1B6

Reference: # STM 01-2020 – 187 Wellington Street N. - (St. Mary's)

Dear Grant Brouwer,

Thank you for contacting Canada Post regarding plans for a new Condominium development in St. Mary's. Please see Canada Post's feedback regarding the proposal, below.

Service type and location

1. Canada Post will provide mail delivery service to the subdivision through centralized Community Mail Boxes (CMBs).
2. Canada Post will provide mail delivery service to the Apartments through centralized Lock Box Assembly.
3. The development includes plans for (a) multi-unit building(s) with a common indoor entrance(s). The developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post's specifications.

Municipal requirements

1. Please update our office if the project description changes so that we may determine the impact (if any).
2. Should this application be approved, please provide notification of the new civic addresses as soon as possible.

Developer timeline and installation

1. Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin. Finally, please provide the expected installation date(s) for the CMB pads.

If you have any questions or concerns regarding these conditions, please contact me. I appreciate the opportunity to comment on this project.

Please see Appendix A for any additional requirements for this developer.

Regards,

Frances Aparicio
Delivery Services Officer | Delivery Planning
955 Highbury Ave
London ON N5Y 1A3
226-921-0578
frances.aparicio@canadpost.ca

cc.

Appendix A

Additional Developer Requirements:

- The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
- The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - Any required walkway across the boulevard, per municipal standards
 - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
 - A Community Mailbox concrete base pad per Canada Post specifications.

DETAIL 2A
NOT TO SCALE

PROPOSED CONVEYANCES

PROVIDED CONVEYANCE	PROPOSED CONVEYANCE	PROPOSED CONVEYANCE
LOT 1, PLAN 44M-2020	LOT 1, PLAN 44M-2020	LOT 1, PLAN 44M-2020
LOT 2, PLAN 44M-2020	LOT 2, PLAN 44M-2020	LOT 2, PLAN 44M-2020
LOT 3, PLAN 44M-2020	LOT 3, PLAN 44M-2020	LOT 3, PLAN 44M-2020
LOT 4, PLAN 44M-2020	LOT 4, PLAN 44M-2020	LOT 4, PLAN 44M-2020
LOT 5, PLAN 44M-2020	LOT 5, PLAN 44M-2020	LOT 5, PLAN 44M-2020
LOT 6, PLAN 44M-2020	LOT 6, PLAN 44M-2020	LOT 6, PLAN 44M-2020
LOT 7, PLAN 44M-2020	LOT 7, PLAN 44M-2020	LOT 7, PLAN 44M-2020
LOT 8, PLAN 44M-2020	LOT 8, PLAN 44M-2020	LOT 8, PLAN 44M-2020
LOT 9, PLAN 44M-2020	LOT 9, PLAN 44M-2020	LOT 9, PLAN 44M-2020
LOT 10, PLAN 44M-2020	LOT 10, PLAN 44M-2020	LOT 10, PLAN 44M-2020
LOT 11, PLAN 44M-2020	LOT 11, PLAN 44M-2020	LOT 11, PLAN 44M-2020

PLAN 44M-2020

CONVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey plan as filed in my office, and that the same has been examined and found to be correct.

PLAN OF SUBMISSION

THIS PLAN SUBMITTED FOR THE LAND DIVISION OF THE TOWN OF ST. MARYS, ONTARIO, IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY PLAN AS FILED IN MY OFFICE, AND THAT THE SAME HAS BEEN EXAMINED AND FOUND TO BE CORRECT.

Applicant	2503778 Ontario Incorporated (Lang)	Date of Decision	December 8, 2020
File No.	STM 01-2020	Date of Notice	December __, 2020
Municipality	Town of St. Marys	Last Date of Appeal/Referral	tbd
Location	Part of Lot 16, Concession 17, Blanshard, Town of St. Marys		

The Town of St. Marys' conditions and amendments to final plan approval for registration of this Plan of Subdivision are as follows:

No. Conditions

1. This approval applies to the draft plan prepared by MTE Ontario Land Surveyors and signed by Trevor McNeil, OLS on December __, 2020, and signed by Gerry Lang on December __, 2020, consisting of the following:
 - a) 3 blocks for townhouse dwelling development (Blocks 1, 8 and 9);
 - b) 4 blocks for semi-detached dwelling development (Blocks 2, 3, 4 and 5);
 - c) 2 blocks for attached duplex dwelling development (Blocks 6 and 7);
 - d) 1 block (3.0 metre wide) for road widening purposes (Block 10); and,
 - e) 1 block for 0.3 metre reserve (Block 11).

on a total land area of approximately 2.05 hectares.
2. The road allowances included in the draft plan shall be dedicated to the Town as public highways.
3. Prior to final approval, the owner shall enter into a subdivision agreement with the Town of St. Marys to satisfy all servicing, financial and other requirements of the Town. Such requirements include the provision of roads, the installation of sanitary and storm sewage systems, stormwater retention systems, drainage, water supply and distribution systems, sidewalks, street lighting and other development and/or financial requirements specified by the Town. This agreement shall also contain satisfactory provisions to address requirements as determined necessary by other review agencies.
4. The subdivision agreement between the owner and the Town shall contain phasing arrangements to the satisfaction of the Town to indicate the timing and sequence of the development of lots and blocks, site access to each phase, grading, road improvements, infrastructure, servicing capacity and allocation (water and sanitary), etc.
5. The owner shall not undertake any earthworks on the site until the Owner has entered into a site alteration agreement or subdivision agreement with the Town. Site alteration shall only occur in accordance with the Town's Site Alteration By-law.
6. Prior to final approval, such easements as may be required for utilities, including telephone, television cable, gas, electrical, drinking water, sanitary sewer and/or stormwater drainage purposes shall be granted gratuitously to the appropriate authorities. The owner shall enter into any agreements required by any utilities, including telephone, television cable, gas, electrical, drinking water, sanitary sewer and/or stormwater drainage purposes for the installation of these services.

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Location	Part of Lot 16, Concession 17, Blanshard, Town of St. Marys		

7. Prior to final approval, the zoning of the subject lands shall be changed to permit the proposed residential development to the satisfaction of the Town of St. Marys
8. Prior to final approval, the owner shall prepare a detailed construction management plan and agree to implement the Plan's recommendations. The construction management plan shall address approaches to mitigate impacts on the adjacent existing neighbourhood, including a dust control program, interim drainage plan, controls on construction traffic and the period of day on which construction will occur. The construction management plan will also consider impacts to properties within the development itself during construction, especially if construction phasing is implemented. All construction access routes shall be clearly signed and controlled to the satisfaction of the Town of St. Marys. The construction management plan shall be approved by the Town of St. Marys prior to the commencement of any earth moving works.
9. The Owner shall coordinate the preparation of an overall utility distribution plan showing the location and the installation, timing, and phasing of all required utilities (on-grade, below-grade, or above-grade, including on-site drainage facilities and streetscaping) with such plan to be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.
10. Prior to final approval, the owner shall enter into an agreement with Festival Hydro regarding the adequate provision for electrical services for the plan of subdivision.
11. Prior to final approval, the owner shall submit for the review and approval of the Town of St. Marys and the Upper Thames River Conservation Authority, a final stormwater management plan, a final detailed servicing and grading plan, an operations manual and a landscaping plan for the stormwater management blocks.
12. That prior to final approval, the owner shall submit for the review and approval of the Town of St. Marys and the Upper Thames River Conservation Authority, a detailed sediment and erosion control plan. Erosion and sediment control measures should be in place prior to construction works being undertaken and maintained during all phases of construction, to the satisfaction of the Town of St. Marys and the Upper Thames River Conservation Authority.
13. The owner shall not remove trees without written approval by the Town. The owner shall submit a natural features and vegetation plan prepared by a practicing landscape designer. This plan shall include: an inventory of all existing trees and vegetation; existing elevations, drainage and swales; and, the location and species health of all proposed trees and vegetation plantings. The plan shall also demonstrate methods of preservation and how the lot grading plans have been prepared to minimize the loss of trees and natural vegetation.
14. The owner shall agree in the subdivision agreement to erect permanent 1.2 m high

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galvanized chain link fencing or approved equivalent along the limits of the residential lots and blocks that abut walkways, stormwater management ponds and other public green space blocks.

15. The Owner covenants and agrees in the subdivision agreement, that in accordance with the provisions of Section 51.1 of the *Planning Act*, that the Town seeks a cash-in-lieu payment for the provision of parkland based upon 5% of the Plan area.
16. The Owner shall construct a 1.5 metre sidewalk on one side of all local roads in the plan of subdivision, and both sides of the following streets:
 - a) Wellington Street North
17. Prior to final approval, the owner shall provide the necessary easements and/or agreements required by Enbridge Gas Inc. (Union Gas Limited).
18. Prior to final approval, the owner shall provide a Record of Site Condition, prepared in accordance with O. Reg. 153/04, as amended, under the Environmental Protection Act and acknowledged by the Ministry of the Environment, Conservation and Parks, confirming that the subject property is suitable for residential land uses, to the satisfaction of the Town of St. Marys.
19. Prior to final approval, the owner shall complete to the satisfaction of the Town of St. Marys and Canada Post, the installation of Community Mail Box(es): Such installation will detail the location of the Community Mail Box(es), the timing of their installation, notification to prospective purchaser of the location the Community Mail Box(es) and that the home/business mail delivery will be from a designated Centralized Mail Box(es) and that the owner/developer provide the centralized mail facility at its/their own expense.
20. The owner shall enter into an agreement with the Town requiring the owner's completion of the following to the satisfaction of the Town of St. Marys and of Canada Post:
 - a) that the owner include a statement in every offer of sale that will advise the prospective purchaser that the home/business mail delivery will be from a designated Centralized Mail Box(es) and that the owner/developer is responsible for officially notifying the purchasers of the exact Centralized Mail Box location(s) prior to the closing of any lot/home sales;
 - b) that the owner agrees to work with Canada Post to determine and provide a temporary suitable Centralized Mailbox location(s) which may be utilized by Canada Post until the curbs, boulevards, and sidewalks are in place in the remainder of the subdivision;
 - c) that the owner will install a concrete pad in accordance with the requirements of, and in locations approved by, Canada Post to facilitate the placement of Community Mailboxes. The concrete pad(s) will be identified on engineering

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servicing drawings. The pad(s) are to be poured at the time of the sidewalk and/or curb installation;

- d) that the owner shall determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific centralized mail facility locations;
- e) Canada Post's multi-unit policy, which requires that the owner provide the centralized mail facility at its/their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

The above-noted requirements shall be incorporated into the subdivision agreement and registered against the land to which it applies.

- 21. That prior to final approval, the owner shall enter into an undertaking with the Town which stipulates that the subdivision agreement between the owner and the Town of St. Marys will be registered against the lands to which it applies once the plan of subdivision has been registered.
- 22. That the Town of St. Marys be advised in writing by the owner/developer how Conditions 1 through 21 inclusive, have been completed satisfactorily.
- 23. That prior to final approval, the Town of St. Marys be advised in writing by Festival Hydro that Condition 10 has been satisfied.
- 24. That prior to final approval, the Town of St. Marys be advised in writing by the Upper Thames River Conservation Authority how Condition(s) 11 and 12 have been satisfied.
- 25. That prior to final approval, the Town of St. Marys be advised in writing by Enbridge Gas Inc. (Union Gas) how Condition 17 has been satisfied.
- 26. That prior to final approval, the Town of St. Marys be advised in writing by Canada Post how Condition(s) 19 and 20 have been satisfied.

NOTES TO DRAFT APPROVAL

- 1. It is the owner responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town of St. Marys quoting the File No. STM 01-2020.
- 2. Clearance is required from the following agencies:
 - a) Goran Borovickic, Engineering Manager, Festival Hydro, 187 Erie Street, Stratford,

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Location	Part of Lot 16, Concession 17, Blanshard, Town of St. Marys		

Ontario N5A 2M6

519-271-4703

- b) Upper Thames River Conservation Authority, 1424 Clarke Road, London, Ontario N5V 5B9, 519-451-2800
- c) Brian Roberts, Sr. Analyst, Enbridge Gas Inc (Union Gas) 109 Commissioners Road W., London, Ontario, N6A 4P1
brobert@uniongas.com
- d) Delivery Planning Officer, Delivery Planning, Canada Post Corporation, 955 Highbury Avenue, London, Ontario, N5Y 1A3, 226-927-1737

3. We suggest you make yourself aware of the following subsections of the Land Titles Act:
 - a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a lands titles division; and,
 - b) subsection 144(2) allows certain exceptions.
4. All measurements in subdivision/condominium final plans must be presented in metric units.
That draft plan approval for this development is for a period of 3 years from the date of the decision. If final approval is not given to this plan within 3 years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. The owner shall apply for any extension at least 60 days prior to the lapsing date. There is no authority to reactivate the draft approval after the lapsing date. It is the applicant's responsibility to obtain a Council resolution for extension of draft approval if you wish the approval authority to grant an extension of draft approval prior to the lapsing date.
5. We advise that the Upper Thames River Conservation Authority has a technical review fee for the peer review of the final stormwater management and sediment erosion plans. Please consult with the UTRCA to confirm applicable fee(s). We further advise a permit will be required from the UTRCA for any development or construction activity within Regulated areas.

Registration:

6. The final plan approved by the Town of St. Marys must be registered within (30) thirty days or the Town may withdraw the approval under section 51(59) of the Planning Act.



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Morgan Dykstra, Public Works and Planning Services Coordinator
Date of Meeting:	8 December 2020
Subject:	DEV 81-2020 Site Plan Agreement for 323 Queen Street W (Heybolt Ontario Ltd.)

PURPOSE

The purpose of this report is to present a Site Plan Application for 323 Queen Street West and provide a recommendation to approve the proposed site plan agreement. Staff are recommending that Council accept the site plan agreement in its current form, with minor details to be finalized. This approach is recommended to allow the developer to begin work immediately rather than waiting until January 2021.

RECOMMENDATION

THAT DEV 81-2020 Site Plan Agreement for 323 Queen Street W (Heybolt Ontario Ltd.) be received; and

THAT Council consider By-law 109-2020 to approve the proposed site plan agreement for 323 Queen Street West; and

THAT that the Chief Administrative Officer be delegated the authority to negotiate such changes to bring the agreement to its final form; and

THAT Council authorize the Mayor and Clerk to execute a site plan agreement between the Town of St. Marys and Heybolt Ontario Ltd once the Chief Administrative Officer confirms the agreement to be in final form.

BACKGROUND

On May 22, 2020 Heybolt Ontario Ltd. submitted applications for an Official Plan and Zoning By-law Amendments. The applications were reviewed by the Planning Advisory Committee on July 3, 2020. The Committee recommended that Council proceed with the statutory public meeting. The statutory public meeting was held electronically on September 15, 2020 and on October 27, 2020 Council adopted Official Plan Amendment 36 and passed Zoning By-law Z140-2020. The appeal period for the applications closed on November 26, 2020, the Town did not receive an appeal.

Section 41 of the *Planning Act* provides municipalities with the authority to require and approve plans and other supporting information/studies prior to development proceeding. In accordance with Section 41(2) of the *Act*, the Town passed By-law 111-2019 to designate all of St. Marys as a site plan control area.

Heybolt Ontario Ltd. submitted a site plan application to the Town in November 2020 for the purpose of constructing townhouses at 323 Queen Street West. Since the submission, the Town's Development Team, which includes representatives from various departments including Planning and Building, Fire, Public Works, Environmental Services, Clerks and Heritage have reviewed and made comment on the

various submissions to ensure all relevant requirements have been met. Town staff have drafted a site plan agreement for Council's consideration, this report will outline key details related to site plan and the agreement.

REPORT

The subject property is located at the northeast corner of Queen Street West and Ann Street, and is currently vacant. The property is approximately 0.2 hectares (0.49 acres) in size, with 44.46 metres of frontage along Queen Street West, and 50.41 metres of frontage along Ann Street.

As the Official Plan and Zoning By-law Amendment process is now completed, the subject property is designated "Residential" in the Town of St. Marys Official Plan and is zoned "Residential Zone Five (R5-13)" in the Town of St. Marys Zoning By-law Z1-1997, as amended.

The Owner is proposing a development that complies with the R5-13 zoning. The Site Plan includes the following details:

- The Owner is proposing to construct two townhouse buildings with a total of nine units. Both buildings will two storeys in height.
 - Building 'A' with three units' fronts onto Queen Street;
 - Building 'B' with six units' fronts onto Ann Street;
 - Units 1, 2, 5 and 6 will be stacked townhouses
- Each unit will have a minimum of one single-car garage and one driveway parking space. In response to members of the public the Owner has made some design adjustments from their original design to increase the amount of onsite parking (by providing 1 additional parking space for 4 of the units).
- An amenity area shall be installed for resident use.

Final details related to the site plan require minor administrative adjustments, and those areas are highlighted in yellow in the attached draft of the agreement.

The Owner is seeking to leverage the advantageous weather and begin constructing initial works by the end of December. As there are a reduced number of Council meetings in December, staff are requesting that the Chief Administrative Officer be delegated the authority to negotiate such changes to bring the agreement to its final form. Some portions of the Site Plan Agreement are incomplete, staff will update those sections once final drawings have been received.

FINANCIAL IMPLICATIONS

Town to incur an expense of \$550.00 to register the Site Plan Agreement on Title.

SUMMARY

It is recommended that Council authorize the CAO to finalize the Site Plan Agreement, and further authorize the Mayor and Clerk to enter into the proposed Site Plan Agreement with the Owner of the subject property once the agreement is in final form.

STRATEGIC PLAN

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

- Pillar #6 Housing:
 - Outcome: 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.

OTHERS CONSULTED

Town of St. Marys Development Team

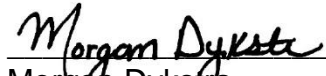
ATTACHMENTS

Attachment A: Site Plan

Attachment B: Site Plan Agreement

REVIEWED BY

Recommended by the Department

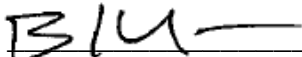


Morgan Dykstra
Public Works & Planning Coordinator



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

GENERAL NOTES:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING.
2. THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR IS TO OBTAIN ALL UTILITY LOCATES. NOT ALL EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY MAY BE SHOWN.
3. ALL WORKS ON THE MUNICIPAL RIGHT-OF-WAY TO BE APPROVED BY THE MUNICIPALITY AND LOCAL ROADS AUTHORITY. THE CONTRACTOR IS RESPONSIBLE FOR THE RESTORATION OF ALL ROULEVARD AREAS.
4. CONTRACTOR TO PROVIDE TRAFFIC CONTROL MEASURES IN COMPLIANCE WITH THE ONTARIO TRAFFIC MANUAL BOOK 7 (LATEST EDITION) FOR ALL WORKS WITHIN THE MUNICIPAL RIGHT-OF-WAY. CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS TO THE MUNICIPALITY/ENGINEER FOR REVIEW PRIOR TO COMMENCING WITH CONSTRUCTION.
5. PLAN TO BE READ IN CONJUNCTION WITH SWM REPORT AND DRAWINGS PREPARED BY MR ENGINEERING AND DESIGN LTD.

SEDMENT AND EROSION CONTROL:

1. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION. PROTECT ALL CATCH BASINS, MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE FABRIC (OR EQUAL).
2. CONTRACTOR TO INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETE AND VEGETATIVE COVER IS ESTABLISHED.
3. SEDIMENT AND EROSION CONTROL MEASURES TO BE IN ACCORDANCE WITH THE MINISTRY OF NATURAL RESOURCES GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES.
4. CONTRACTOR TO CLEAN ROADWAY AND SIDEWALKS OF SEDIMENT RESULTING FROM CONSTRUCTION TRAFFIC FROM THE SITE EACH DAY.
5. FOLLOWING COMPLETION OF THE PROPOSED WORKS, ALL STORM AND SANITARY SEWERS ARE TO BE FLUSHED, AND ALL CATCH BASIN AND MANHOLE SUMPS ARE TO BE CLEANED OF DEBRIS AND SILT.
6. SEE SWM REPORT PREPARED BY MR ENGINEERING AND DESIGN LTD. FOR ONGOING MAINTENANCE RECOMMENDATIONS.

STORM SEWERS AND DRAINAGE:

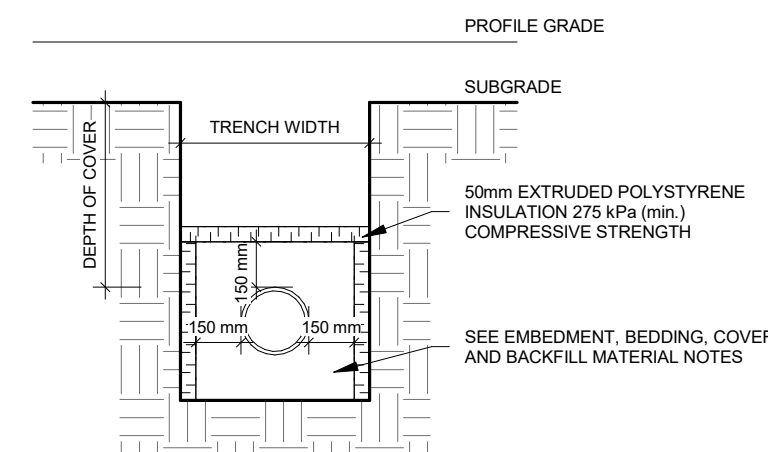
1. ALL FINISHED GRADES TO DIRECT OVERLAND WATER FLOW AWAY FROM ALL STRUCTURES LOCATED ON-SITE. MAINTAIN POSITIVE DRAINAGE TO ALL CATCH BASINS.
2. BUILDING FOUNDATION WEeping TILE DRAINAGE NOT TO BE DIRECTLY CONNECTED TO THE STORM SEWER SYSTEM. WEeping TILE DRAINAGE MAY BE PUMPED TO THE STORM SEWER SYSTEM.
3. CATCH BASINS TO BE 600mm x 600mm PRECAST CONCRETE CATCH BASINS AS PER OPSD 705.030 COMPLETE WITH CAST IRON SQUARE FRAME GRATES AS PER OPSD 400.100.
4. MANHOLES AND MANHOLE CATCH BASINS TO BE 1200mmØ PRECAST CONCRETE WITH ALUMINUM STEPS AT 300mm oc AS PER OPSD 701.010. MANHOLE LIDS TO BE AS PER OPSD 401.010. MANHOLE CATCH BASIN GRATES TO BE AS PER OPSD 400.100.
5. DITCH INLET CATCH BASINS TO BE 600mm x 600mm PRECAST CONCRETE AS PER OPSD 705.030 WITH SLOPE ON GRATES. DITCH INLET CATCH BASIN GRATES TO BE AS PER OPSD 403.010.
6. PROVIDE SPLASH PADS (OR EQUAL) FOR ALL EAVES TROUGH DOWN SPOUTS THAT DISCHARGE AT GRADE.
7. STORM SEWERS, 200mm TO 375mm, SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR33 ASTM-D3034 WITH INTEGRAL BELL AND SPOGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.
8. STORM SEWERS, 200mm TO 375mm, SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR33 ASTM-D3034 OR RIBBED PVC SEWER PIPE CSA B182 4-M00 ASTM-F794 WITH INTEGRAL BELL AND SPOGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS. RIBBED PVC NOT TO BE USED WITHIN RIGHT-OF-WAY.
9. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030, 802.031, OR 802.032. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. COVER MATERIAL TO BE GRANULAR "A" PLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DRY DENSITY.
10. INSULATE STORM SEWER PIPES AS PER OPSD 1109.030 WHERE 1.2m COVER CANNOT BE ACHIEVED.

WATERMANS:

1. WATER SERVICE CONNECTIONS 50mmØ AND SMALLER SHALL BE HOPE SERIES 100 AWWA C901 WITH SERVICE SADDLE.
2. WATERMANS 100mmØ AND LARGER SHALL BE PVC C900 CLASS 150 INSTALLED WITH 1.5m (min.) OF COVER. FITTINGS 100mmØ AND LARGER SHALL BE FC CLASS 150 (DR18) OR CSA B137.3. PIPE JOINTS SHALL BE BELL AND SPOGOT WITH RUBBER GASKETS.
3. WATERMAIN SHALL HAVE 8 GAUGE 7 STRAND COPPER INSULATED TRACER WIRE OR #10 AWG SOLID STEEL CORE SOFT DRAWN HIGH STRENGTH TRACER WIRE STRAPPED TO TOP AT 5.0m INTERVALS. TRACER WIRE SHALL BE BROUGHT TO THE SURFACE AT ALL HYDRANTS AND CAD WELDED TO THE LOWER FLANGE OF THE HYDRANT.
4. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030, 802.031, OR 802.032. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. COVER MATERIAL TO BE GRANULAR "A" PLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DRY DENSITY.
5. SERVICE SADDLE FOR PIPE DIAMETERS LESS THAN 100mm SHALL BE ROBAR 2600 SERIES SERVICE SADDLE WITH T-304 STAINLESS STEEL BOLTS (OR EQUAL). SINGLE LENGTH PIPE FROM MAIN TO CURB STOP AT PROPERTY LINE.
6. TAPPING SLEEVES FOR PIPE DIAMETERS FROM 100mm TO 600mm SHALL BE ROBAR 8606 STAINLESS STEEL TAPPING SLEEVE WITH T-304 STAINLESS STEEL BOLTS (OR EQUAL).
7. WATERMAIN VALVES 100mmØ AND LARGER SHALL BE AS PER AWWA C509 - MUELLER 4280/23 (OR EQUAL) INCLUDING VALVE BOX AND 2.3kg ANODE INCLUDING ANODE PROTECTION INSTALLED AS PER MUNICIPAL STANDARD.
8. WATERMAIN FITTINGS TO BE SUPPLIED WITH MECHANICAL JOINT RESTRAINTS. FOR WATERMAIN PIPE SIZES 100mmØ OR LESS ALL JOINTS TO BE RESTRAINED WITHIN 5.0m FROM ALL FITTINGS IN EACH DIRECTION. FOR WATERMAIN PIPE SIZES LARGER THAN 100mmØ ALL PIPE JOINTS TO BE RESTRAINED WITHIN 10.0m FROM ALL FITTINGS IN EACH DIRECTION. ALL TEES TO HAVE 2.0m (min.) SOLID PIPE LENGTH ON EACH RUN OF THE TEE. OR PROVIDE A THRUST BLOCK AS PER OPSD 1103.010.
9. ALL METALLIC FITTINGS (EXCLUDING CURBMAIN STOP AND BRASS FITTINGS) AND APPURTENANCES ARE TO BE PROTECTED USING AN ANTI-CORROSION PROTECTION SYSTEM, MEETING ISO 9001 STANDARDS, CONSISTING OF PRIMER, MASTIC AND TAPE IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.
10. HYDRANTS SHALL BE MUELLER CANADA VALVE "CENTURY" (OR EQUAL) WITH 2.64mmØ HOSE CONNECTIONS AND 1100mmØ STORGE TYPE PLUMBER CONNECTION INCLUDING 5.5kg ANODE.
11. MAIN STOPS, CURB STOPS AND COUPLINGS SHALL BE AWWA C-800 COPPER TO COPPER FLANGED OR COMPRESSION CONNECTION OR APPROVED EQUIVALENT.
12. LOCAL MUNICIPALITY TO SUPPLY WATER METER. CONTRACTOR TO INSTALL CHAMBER, METER, ALL VALVES, PIPING AND REMOTE METER READOUT AT LOCATION ON BUILDING EXTERIOR ACCEPTABLE TO THE MUNICIPALITY.
13. ALL WATERMAIN TO BE PRESSURE TESTED IN ACCORDANCE WITH OPSD 441. DISINFECT ALL WATERMAIN IN ACCORDANCE WITH AWWA C651-05 INCLUDING CHLORINATION, BACKFLOW PREVENTOR AND 24 HOUR DUPLICATE SAMPLING. ALL TESTING AND DISINFECTION TO BE COMPLETED UNDER THE SUPERVISION OF THE ENGINEER.
14. INSULATE WATERMANS AND SERVICES AS PER OPSD 1109.030 WHERE 1.7m COVER CANNOT BE ACHIEVED.
15. FIRE SERVICE MAINS AND WATER SERVICE PIPES COMBINED WITH FIRE SERVICE MAINS TO BE DESIGNED, CONSTRUCTED AND TESTED IN CONFORMANCE WITH NFPA 24 "INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES".
16. WATER SERVICE TO BE SEPARATED FROM SANITARY/STORM SEWER BY 2.44m (min.). CROSSINGS TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE M.O.E. "DESIGN GUIDELINES FOR DRINKING WATER SYSTEMS".
17. ALL UNDERGROUND SERVICES ARE TO BE CONSTRUCTED IN COMPLIANCE WITH THE LATEST EDITION OF THE ONTARIO BUILDING CODE (2012), (PART 7 - PLUMBING), THE PROVINCIAL STANDARD SPECIFICATIONS (OPSD), AND LOCAL REGULATIONS.

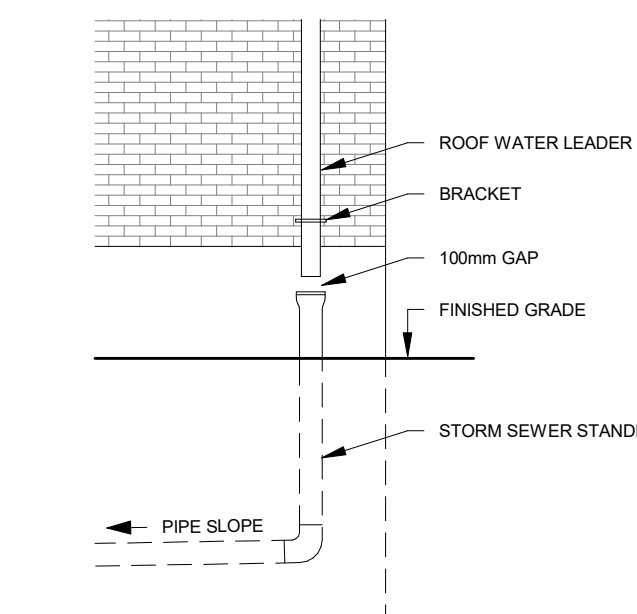
SANITARY SEWERS:

1. SANITARY SEWERS 200mmØ TO 600mmØ SHALL BE POLYVINYL CHLORIDE (PVC) PIPE DR33 ASTM-D3034 WITH INTEGRAL BELL AND SPOGOT UTILIZING FLEXIBLE ELASTOMERIC SEALS.
2. SANITARY SERVICE CONNECTIONS SHALL BE 125mmØ POLYVINYL CHLORIDE (PVC) PIPE DR28, CSA-B182.1, INSTALLED AT A MINIMUM GRADE OF 2.0% TO A MINIMUM DEPTH OF 2.4m UNLESS NOTED OTHERWISE.
3. PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030, 802.031, OR 802.032. PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. COVER MATERIAL TO BE GRANULAR "A" PLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DRY DENSITY.
4. SANITARY SERVICE CONNECTIONS SHALL USE FACTORY MANUFACTURED TEES AND BE IN ACCORDANCE WITH OPSD 1006.020.
5. SANITARY SERVICE PIPE CLEANOUTS TO BE INSTALLED ON MUNICIPAL SIDE OF PROPERTY BOUNDARY.
6. INSULATE SANITARY SEWER PIPES AS PER OPSD 1109.030 WHERE FROST PROTECTION CANNOT BE ACHIEVED.
7. CONTRACTOR IS RESPONSIBLE FOR TESTING OF SANITARY SEWERS IN ACCORDANCE WITH OPSD 410.
8. ALL UNDERGROUND SERVICES ARE TO BE CONSTRUCTED IN COMPLIANCE WITH THE LATEST EDITION OF THE ONTARIO BUILDING CODE (2012), (PART 7 - PLUMBING), THE PROVINCIAL STANDARD SPECIFICATIONS (OPSD), AND LOCAL REGULATIONS.

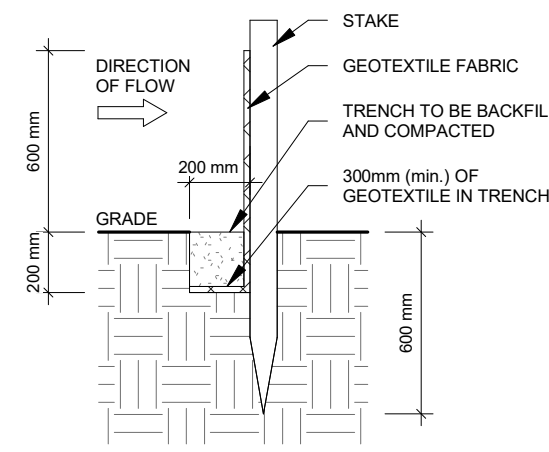


NOTE:
PROVIDE INSULATION FOR SEWERS IN SHALLOW TRENCHES WHERE THE DEPTH OF COVER IS LESS THAN 1.2m.

2 TYPICAL PIPE INSULATION DETAIL
1 : 25

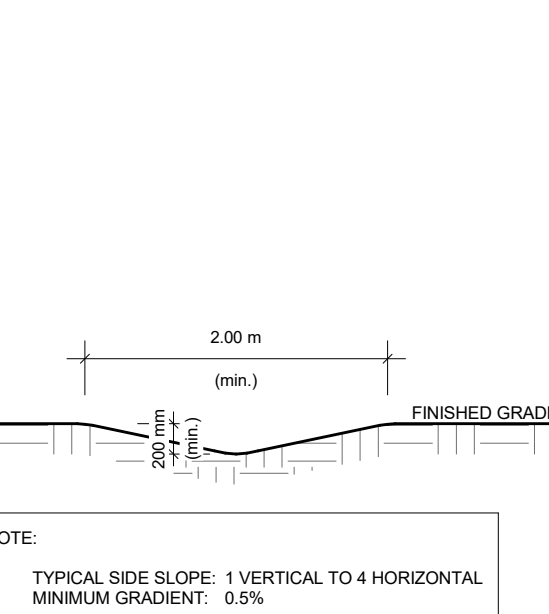


4 TYPICAL RWL TO STORM TRANSITION
1 : 50

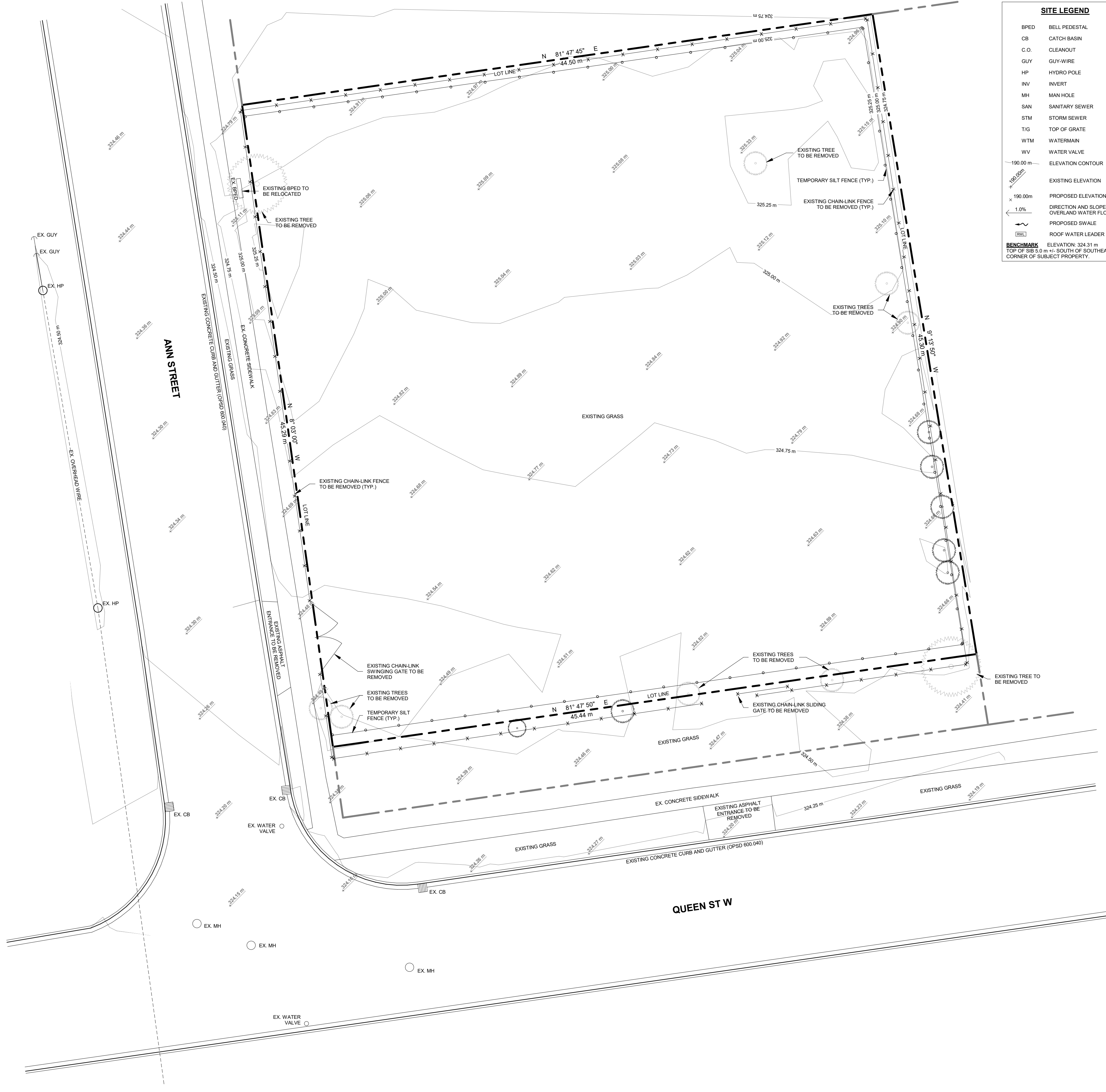


NOTE:
CONTRACTOR TO MAINTAIN SILT FENCE BARRIER UNTIL VEGETATION HAS BEEN ESTABLISHED ON ALL EXPOSED SOILS WITHIN CATCHMENT AREA.

3 TEMPORARY SILT FENCE DETAIL
1 : 25



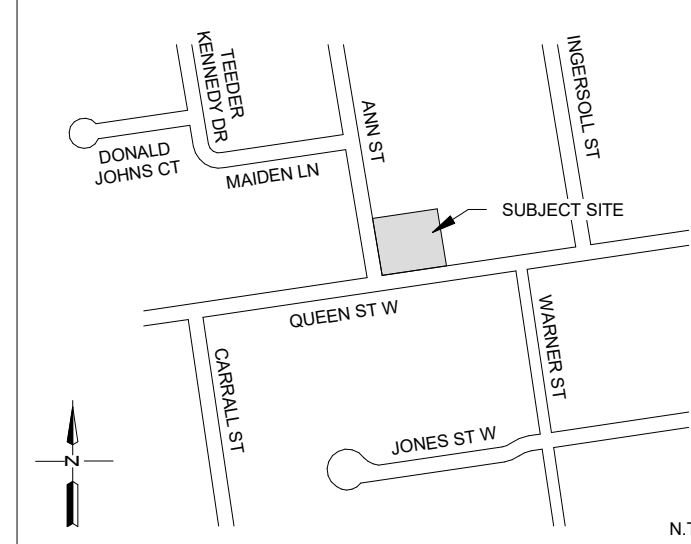
5 TYPICAL DRAINAGE SWALE
1 : 50



SITE LEGEND

- | | |
|------|--|
| BPED | BELL PEDESTAL |
| CB | CATCH BASIN |
| C.O. | CLEANOUT |
| GUY | GUY-WIRE |
| HP | HYDRO POLE |
| INV | INVERT |
| MH | MAN HOLE |
| SAN | SANITARY SEWER |
| STM | STORM SEWER |
| TIG | TOP OF GRATE |
| WTM | WATERMAIN |
| WV | WATER VALVE |
| | ELEVATION CONTOUR |
| | EXISTING ELEVATION |
| | PROPOSED ELEVATION |
| | DIRECTION AND SLOPE OF OVERLAND WATER FLOW |
| | PROPOSED SWALE |
| | ROOF WATER LEADER |
- BENCHMARK** ELEVATION: 324.31 m
TOP OF SIG 5.0 m +/- SOUTH OF SOUTHEAST CORNER OF SUBJECT PROPERTY.

KEY PLAN



DRAWING LIST

- C-1 EXISTING CONDITIONS, REMOVALS AND EROSION CONTROL PLAN
- C-2 SITE PLAN
- C-3 SITE GRADING AND SERVICING PLAN
- C-4 STORMWATER CATCHMENT AREAS

PART LOTS 4, 5 & 6
REGISTERED PLAN No. 210
TOWN OF ST. MARYS
COUNTY OF PERTH

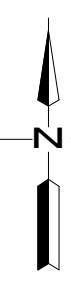
- NOTES:
1. PROPERTY BOUNDARIES FROM LOT GRADING SKETCH, DATED JUNE 6, 2018, BY MTE OLS LTD., ONTARIO LAND SURVEYORS, STRATFORD, ONTARIO.
 2. EXISTING FEATURES FROM TOPOGRAPHIC SURVEY COMPLETED BY MR ENGINEERING AND DESIGN LTD., DATED MARCH 3, 2020.
 3. SITE SKETCH IS CONCEPTUAL. FINAL SITING BY OTHERS.
 4. THIS IS NOT A LEGAL SURVEY.

SCALE 1:150

NOTES:

- | | | | |
|------|-------------------------|-------|-------------------|
| @ | AT | CHD | OVERHEAD DOOR |
| Ø | COMPLETE WITH | PROJ. | PROJECT |
| Ø | DIAMETER | P.T. | PRESSURE TREATED |
| FRR | FIRE-RESISTANCE RATING | R/W | REINFORCED WITH |
| FDN | FOUNDATION | T&G | TONGUE AND GROOVE |
| EX | EXISTING | TO | TOP OF |
| EW | EACH WAY | TYP. | TYPICAL |
| H | HIGH/HORIZONTAL | US | UNDERSIDE |
| HLV | HOUR | V | VERTICAL |
| LVL | LAMINATED VANEER LUMBER | W | WITH |
| max. | MAXIMUM | WWM | WELDED WIRE MESH |
| min. | MINIMUM | | |
| ONC | ONTARIO BUILDING CODE | | |
| OC | ON CENTER | | |

NORTH



DESIGN	TM	No.	REVISION DESCRIPTION	MM/DD/YY	CHKD
DRAWN	TM	1.	ISSUED FOR APPROVAL	11/16/20	MR
CHECKED	MR				
APPROVED	MR				
DATE	NOVEMBER 2020				

CONSULTANT



145 Thames Road, West, Unit 4, Exeter, ON, N0M 1S3
Telephone: (519)-317-0128
Email: admin@mrngdesign.com

CONTRACTOR



323 QUEEN ST W
ST. MARYS, ON
N4X 1C8

HEYBOLT ONTARIO LTD.
RESIDENTIAL DEVELOPMENT

EXISTING CONDITIONS, REMOVALS AND
EROSION CONTROL PLAN

PROJECT No.

MR19-045

SHEET No.

C-1

SCALE

As indicated

2438 mm

1820 mm

2x4 P.T. WOOD TOP PLATE

2-PLY 2x6 P.T. WOOD TOP RAIL

6x6 P.T. WOOD POSTS

1x6 P.T. WOOD FENCE BOARDS

2-PLY 2x6 P.T. WOOD BOTTOM RAIL

FINISHED GRADE

ENCASE WOOD POST w/ 25MPa CONCRETE

1219 mm

NOTE:


1. ALL LUMBER TO BE PRESSURE TREATED.
2. ALL CUT ENDS TO BE TREATED TO RESIST DECAY.
3. ALL FASTENERS AND HANGERS TO BE GALVANIZED.

TOWN OF ST. MARYS ZONING BY-LAW 121-2012 (KEY MAP 5) RESIDENTIAL ZONE 5 (RE-5) - STACKED TOWNHOUSE DWELLINGS			
DETAIL	REQUIRED	PROPOSED	COMMENTS
LOT AREA	1,017.5 m ² (min)	2,036.8 m ²	DENSITY SHALL NOT EXCEED 50 UNITS PER HECTARE
LOT FRONTAGE	45m (min)	45.29 m	29 m FOR FIRST 3 UNITS PLUS 6 m FOR EACH ADDITIONAL UNIT
FRONT YARD	4.5 m (min)	4.6 m	---
EXTERIOR SIDE YARD	4.5 m (min)	4.6 m	---
INTERIOR SIDE YARD	1.5 m (min)	1.6 m	---
REAR YARD	1.5 m (min)	1.6 m	---
LOT COVERAGE	40 % (max)	39.9 %	---
LANDSCAPED OPEN SPACE	30 % (min)	47.1 %	---
PAVING HEIGHT	10.5 m (max)	8 m +/-	---
GROSS FLOOR AREA PER UNIT	55.65 / 75 m ² (min)	66.5 / 83.3 / 129 m ²	1 BEDROOM UNIT / 2 BEDROOM UNIT / 3 BEDROOM UNIT
PARKING SPACES	24 SPACES (min)	24 SPACES	2 PARKING SPACES PER DWELLING UNIT / 1 PER ACCESSORY UNIT

NOTE:

- UNLOCKED PORCHES, STEPS AND PATIOS MAY PROJECT INTO ANY REQUIRED FRONT YARD, REAR YARD OR EXTERIOR SIDE YARD A DISTANCE OF NOT MORE THAN 1.2 METRES PROVIDED THE FLOOR LEVEL OF SUCH STRUCTURES ARE NOT GREATER THAN 1.2 METRES ABOVE THE FINISHED GRADE LEVEL ADJACENT TO THE STRUCTURE.

NORTH



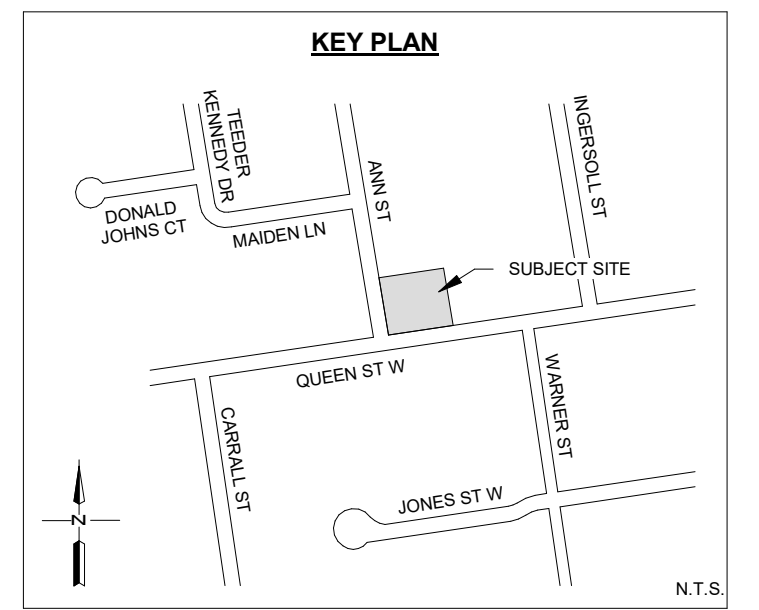
CONSULTANT



MR
**ENGINEERING
AND DESIGN LTD.**
CIVIL • COMMERCIAL • AGRICULTURAL

145 Thames Road, West, Unit 4, Exeter, ON, N0M 1S3
Telephone: (519)-317-0128
Email: admin@mrengdesign.com

<p align="center">HEYBOLT ONTARIO LTD. RESIDENTIAL DEVELOPMENT</p>	<p>PROJECT No.</p> <p align="center">MR19-045</p>
	<p>SHEET No.</p> <p align="center">C-2</p>
	<p>SCALE</p> <p align="center">As indicated</p>



- GENERAL NOTES:**
1. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING.
 2. THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR IS TO OBTAIN ALL UTILITY LOCATES, NOTIFICATIONS AND PERMITS. THE RIGHT-OF-WAY MAY BE SHOWN, BUT NOT GUARANTEED.
 3. ALL WORKS ON THE MUNICIPAL RIGHT-OF-WAY TO BE APPROVED BY THE CITY PLANNING AND LOCAL ROADS AUTHORITY. THE CONTRACTOR IS RESPONSIBLE FOR THE RESTORATION OF ALL BOULEVARD AREAS.
 4. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH THE CITY ENGINEER'S TRAFFIC CONTROL PLAN. THE CONTRACTOR TO SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY ENGINEER FOR REVIEW PRIOR TO COMMENCING WITH CONSTRUCTION.
 5. ALL ADJACENT LIGHTING TO BE CONFINED TO THE BUILDING FACE. LANCES AND PARKING AREAS ARE NOT TO CAST A GLARE ON THE STREET OR ADJACENT PROPERTIES.

① SITE PLAN
1 : 150

**PART LOTS 4, 5 & 6
REGISTERED PLAN NO. 210**

**TOWN OF ST. MARYS
COUNTY OF PERTH**

NOTES:

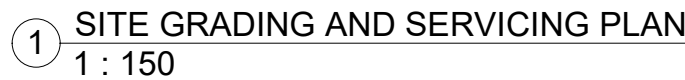
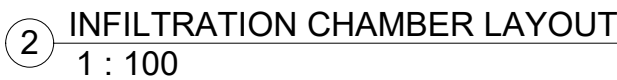
1. PROPERTY BOUNDARIES FROM LOT GRADING SKETCH, DATED JUNE 6, 2018, BY MTE OLS LTD., ONTARIO LAND SURVEYORS, STRATFORD, ONTARIO.
2. EXISTING FEATURES FROM TOPOGRAPHIC SURVEY COMPLETED BY MR ENGINEERING AND DESIGN LTD., DATED MARCH 3, 2020.
3. SITE SKETCH IS CONCEPTUAL, FINAL SITING BY THESE OWNERS.
4. THIS IS NOT A LEGAL SURVEY.

0m 3m 10m

Scale 1:150

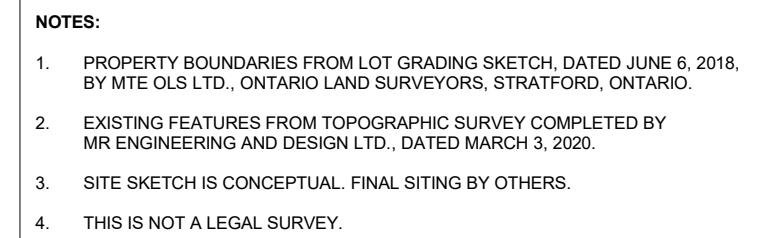
-
- The diagram illustrates a pressure testing assembly for a pipe joint. A horizontal pipe is shown with a joint in the center. The assembly includes a double check valve (DCV) on the left side of the joint, which is connected to a 50mmØ bypass piping. A tee/curb stop and turning for pressure testing and introduction of disinfectant is located on the right side of the joint. An isolation valve (typ.) is also present on the right side. Tap bypass piping is connected into the blind flange. Foam swabs are used to clean the joint. The assembly is supported by timber blocking and a temp. bypass assembly. All mechanical joints are to have joint restraints. A sawcut is made after all successful testing is complete.

4 TYPICAL WATERMAIN CONNECTION DETAIL
1 : 50



- BENCHMARK** ELEVATION: 324.31 m
TOP OF SIB 5.0 m +/- SOUTH OF SOUTHEAST
CORNER OF SUBJECT PROPERTY.

5 CATCH BASIN DETAIL
1 - 25



PART LOTS 4, 5 & 6
REGISTERED PLAN No. 210
TOWN OF ST. MARYS
COUNTY OF PERTH

NOTES:

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2. EXISTING FEATURES FROM TOPOGRAPHIC SURVEY COMPLETED BY MR ENGINEERING AND DESIGN LTD., DATED MARCH 3, 2020.
3. SITE SKETCH IS CONCEPTUAL. FINAL SITING BY OTHERS.
4. THIS IS NOT A LEGAL SURVEY.

ARIO LTD.
VELOPMENT

SITE GRADING AND SERVICING PLAN

PROJECT No.

MR19-045

SHEET No. **C-3**

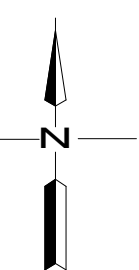
As indicated

NOTES:

@	DIAMETER	OH	OVERHEAD DOOR
Ø	COMPLETE WITH	PROJ.	PROJECTION
Ø	PIER	P.T.	PRESSURE TREATED
FRW	FIRE-RESISTANCE	SG	SLIDE GATE
CON	CONCRETE	R/W	RIGHT OF WAY
EX	EXISTING	T&G	TONGUE AND GROOVE
H	HIGH	TOP	TOP OF
h	HORIZONTAL	Typ	TYPICAL
h	HOURL	U _o	UNDERSIDE
LLV	LONG LEG VERTICAL	V	VERTICAL
LVL	LAMINATED VANEER LUMBER	W	WIDE
MAX	MAXIMUM	W/M	WELDED WIRE MESH
MIN	MINIMUM	W/W	WELDED WIRE MESH
ON	ON-TOOTH BUILDING CODE		
ORC	ON CENTER		

OHd	OVERHEAD DOOR
PROJ.	PROJECTION
P.T.	PRESSURE TREATED
r/w	REINFORCED WITH
SG	SLIDE GATE
T&G	TONGUE AND GROOVE
t/o	TOP OF
TYP.	TYPICAL
u/s	UNDERSIDE
V	VERTICAL
w/	WITH
W	WIDE
WWW	WELDED WIRE MESH

NORTH



DESIGN	TM	No.	REVISION DESCRIPTION	MM/DD/YY	CHK'D
DRAWN	TM	1.	ISSUED FOR APPROVAL	11/16/20	MR
CHECKED	MR				
APPROVED	MR				
DATE NOVEMBER 2020					

CONSULTANT



145 Thames Road, West, Unit 4, Exeter, ON, N0M 1S1
Telephone: (519)-317-0128
Email: admin@mrenodesign.com

CONTRACTOR

323 QUEEN ST W
ST. MARYS, ON
N4X 1C8



AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT, R.S.O. 1990

THIS AGREEMENT made this day of , 202 .

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the “Town”)

OF THE FIRST PART

AND:

HEYBOLT ONTARIO LTD.

(Hereinafter called the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as all of Lot 6, Plan 210, All of Lot 5, Plan 210 and Part Lot 4, Plan 210 as in R166238 all in the Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the “Lands”).

AND WHEREAS the Town has imposed the provisions of Section 41 of the Planning Act, R.S.O. 1990 in respect to the land;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in Subsection 4 of Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS this Agreement shall be registered against “the lands” to this Agreement and the Town is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, any

and all subsequent owners of the land, in accordance with subsection 10 of Section 41 of the Planning Act, R.S.O. 1990;

NOW THEREFORE WITNESSETH that for the sum of TWO DOLLARS (\$2.00) paid to the Town by the Owner (receipt whereof is hereby acknowledged), and in consideration of the Town approving the plans and drawings for the development of “the lands”, the Owner covenants and agrees with the Town to provide, to the satisfaction of and at no expense to the Town, the following:

1. The Owner Agrees:

- a. That all buildings and structures to be erected on the Lands shall be located in accordance with the building locations as shown on the Site Plan attached hereto as part of Schedule “A”;
- b. That if required, private utilities utility services including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances, as shown on the drawings attached hereto as part of Schedule “A”, shall be maintained by the Owner at its expense on an ongoing basis;
- c. That, if required, all municipal utility services to the property line including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances shall be installed under the authority and supervision of the Town of St. Marys. Utility service installations shall be facilitated by the Town, at the request of the proponent. The proponent shall be responsible for any and all costs associated with the required utility

services. Utility services shall be installed and maintained in accordance with the drawings attached hereto as part of Schedule "A";

- d. That all necessary provisions for any service connections of the Lands shall be made to the satisfaction of the Town;
- e. That access to and from the Lands shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on the drawings attached hereto as Schedule "A";
- f. That the internal driveways, vehicle parking areas, vehicle maneuvering areas and pedestrian walkways shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on the drawings attached hereto as part of Schedule "A";
- g. That erosion and sediment controls shall be provided for the site during construction to the satisfaction of the Town;
- h. That final grades and elevations shall be established to the satisfaction of the Town and shall be in accordance with the drawings attached hereto as part of Schedule "A";
- i. That all hydro cables be located underground on the Lands;
- j. That snow storage shall be on the property as shown on the drawings attached hereto as part of Schedule "A";
- k. That the development on the Lands including but not limited to driveways, buildings, structures, paved areas, landscaping and lot

grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;

l. That any and all development on the Lands shall be to Town standards and the provisions of the Town's Zoning By-law in effect at the time of development;

m. That all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town's Zoning By-law Z1-1997, as amended.

2. Schedule "A" consists of the following drawing:

a. Title of Document prepared by Name of Firm dated Month, day, year and revised on Month, day, year;

b. Title of Document prepared by Name of Firm dated month, day, year and revised on month, day, year;

c. Title of Document prepared by Name of Firm dated month, day, year and revised on month, day, year.

3. Schedule "A", as described in paragraph 2 above and attached hereto shall form part of this Agreement.

4. The Owner shall enter into a separate agreement for electricity with Festival Hydro Inc.

5. Entrances to buildings shall be kept clear of any obstructions including snow accumulation at the responsibility of the Owner.

6. The Owner shall be responsible for the cost of any signage and the installation of said signage required for this site.

7. The Owner agrees that the abutting street to be used for access during construction shall be kept in good and usable condition during the said construction and all necessary care will be taken to see that mud and soil is not tracked or pulled onto any public street or sidewalks. If damaged or muddied, such streets or sidewalks shall be restored and/or cleaned up by the Owner at his own expense. The Owner acknowledges that they have the responsibility to correct or clean muddied streets used for access during construction. If the Owner fails to complete said work, then the provision of paragraph 10 of this Agreement shall apply.
8. Minor adjustments to the requirements of this Site Plan Agreement may be made subject to the approval of the Town provided that the spirit and intent of the Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Town is required before such minor adjustments can be made.
9. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.
10. In the event of the failure by the Owner to comply with any of the provisions of this Agreement, the Town, its servants or agents, on seven (7) days' notice in writing to the Owner of its intention and forthwith if the failure is deemed an emergency, or poses a risk to the safety of the public or environment, the Town shall rectify the issue without seven (7) days notice and shall recover the expense incurred by the Town in a like manner as municipal taxes.

11. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner's architect provides a certificate to the Town that the conditions of this Agreement have been completed and any damaged public services have been repaired to the satisfaction of the Town.

Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars (\$5,000.00) for landscaping as outlined in this Agreement and as shown on the drawings attached hereto as Schedule "A". The security deposit shall be refunded without interest or penalty when the Owner's landscape architect or engineer provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

12. If any notice is required to be given by the Town to the Owner in respect to this Agreement, such notice shall be sent by registered mail, registered courier or delivered personally by the Town employee or its agent to:

HEYBOLT ONTARIO LTD.

P.O. BOX 1507

ST. MARYS, ON N4X 1B9

Or to such addresses of which the Owner has notified the Town in writing, and any such notice mailed, sent or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

13. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

14. This Agreement shall be registered against the Lands by the Town and all costs associated with the said registration shall be the responsibility of the Owner. The covenants, agreements, conditions, and understandings herein contained on the part of the Owner shall run with the Lands and shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and assigns.

15. Execution of this Agreement shall be deemed to be authorization by all Parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.

16. The failure of a Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect the first Party's right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

17. The Parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such

further, acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement including any amendments to this Agreement required to effect the registration of this Agreement.

18. The Parties here to acknowledge and agree that this Agreement is further to and does not remove any of the Owner's obligations under any prior Agreements.

19. The Owner agrees on behalf of itself and its heirs, executors, administrators, successors and assigns to indemnify the Town from all losses damages, costs, changes and expenses which may be claimed or recovered against the Town by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to this Agreement.

20. The Owner hereby covenants and agrees to save harmless the Town from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the issuing of a building permit whether final or conditional for any construction on the Lands. This indemnification shall apply to all claims, demands, costs and expenses in respect to the development of the Lands as set out in this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set its hand and seal and the Town
has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

HEYBOLT ONTARIO LTD.

Per: _____
President: John Bolton

(We have the authority to bind the Corporation)

THE CORPORATION OF THE TOWN OF ST. MARYS

Per: _____
Mayor: Al Strathdee

Per: _____
Clerk: Jenna McCartney

(We have the authority to bind the Corporation)

NOTES TO SPA

1. It is the Owner's responsibility to fulfill the obligations contained in this Site Plan Agreement. It is also the Owner's responsibility to submit a request for the refund of deposits in writing when all the work has been completed to the standards of this Site Plan Agreement.
2. The Owner shall enter into a separate agreement for electricity with the Festival Hydro Inc., 1887 Erie Street, P.O. Box 397, Stratford ON N5A 6T5, 519-273-4703.
3. Any sign erected on the subject property shall be in conformity with the Town's current sign by-law. The Owner shall apply for a separate sign permit.

Schedule “A” – Drawings

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	8 December 2020
Subject:	DEV 82-2020 Thames Crest Farms Subdivision Agreement (Phase 2A)

PURPOSE

To present a subdivision agreement for Phase 2A of the Thames Crest Farms plan of subdivision.

RECOMMENDATION

THAT DEV 82-2020 Thames Crest Farms Subdivision Agreement (Phase 2A) be received; and,

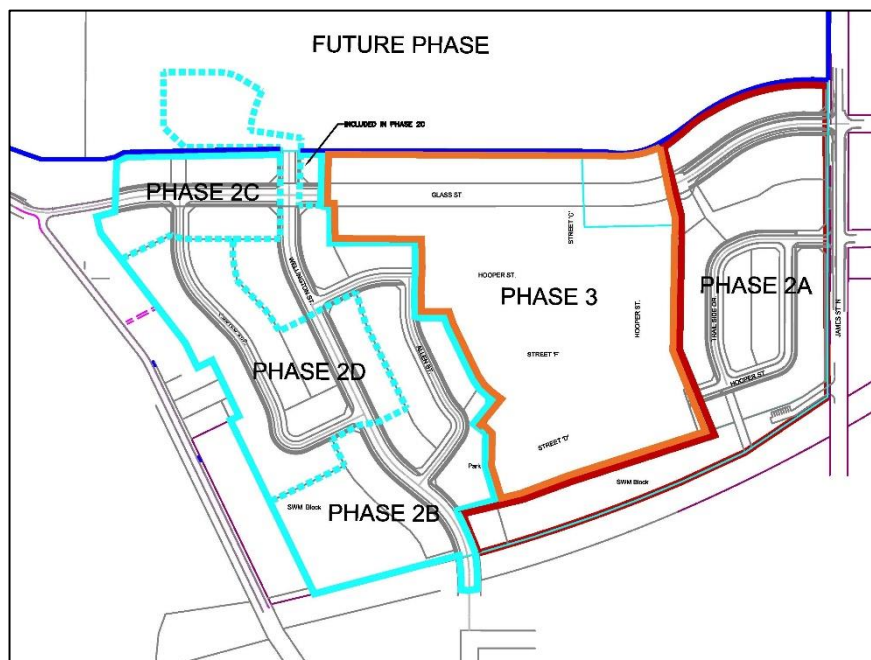
THAT that the Chief Administrative Officer be delegated the authority to negotiate such changes to bring the agreement to its final form; and

THAT Council consider By-law 111-2020 to authorize the Mayor and the Clerk to sign a subdivision agreement between the Town of St. Marys and Thames Crest Development Corporation.

BACKGROUND

On August 27, 2019, Town Council granted draft plan approval to Phase 2 of the Thames Crest Farms development. A copy of the conditions of draft approval are provided as Attachment 1 of this report.

The owner is required to satisfy the conditions of draft plan approval prior to final approval being granted by Council for any phase of development. Condition #4 requires that the owner enter into a subdivision agreement with the Town to satisfy all servicing, financial and other requirements. Such requirements include the provision of road improvements, the installation of storm sewage systems, drainage, water supply and distribution systems, and other development and/or financial requirements specified by the Town. The agreement also contains satisfactory provisions to address requirements as determined necessary by other review agencies.



REPORT

The owner has requested that the Town enter into a subdivision agreement for Phase 2A of the draft approved plan area (draft M-plan provided as Attachment 2 of this report). Phase 2A consists of:

- 45 lots for single detached dwellings
- 3 blocks for townhouse development
- a park block (Block 49) with partial frontage on James Street North
- a parking area for trail users (Block 50) accessed from James Street North
- a stormwater management block (Block 51)

Special conditions have been included in Schedule M of the agreement with respect to the owner's obligations related to the James Street North watermain replacement and the requirement for a cost sharing agreement with the Town. A condition has also been included requiring that the owner pay to the Town the proportionate share of the actual total costs for the Glass Street watermain as set out in the Cost Sharing Agreement between the owner and the Town dated August 23, 2016.

FINANCIAL IMPLICATIONS

The Town and the developer are entering into a cost sharing agreement for infrastructure upgrades on James Street N. The forecasted cost to the Town is \$185,000. The cost sharing agreement will come forward for Council consideration in January 2021.

SUMMARY

It is recommended that Council pass a by-law authorizing the Mayor and Clerk to enter into a subdivision agreement for Phase 2A of the draft plan approved area. A copy of the draft agreement is provided in the December 8, 2020 Council agenda.

STRATEGIC PLAN

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

- Pillar #6 Housing:
 - Outcome: 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.

OTHERS CONSULTED

Jeff Wolfe, Public Works Department

ATTACHMENTS

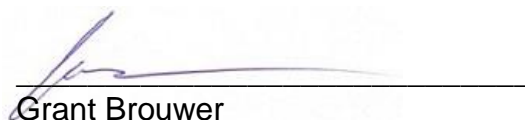
- 1) Conditions of Draft Approval
- 2) Draft M-plan
- 3) Draft By-Law 111-2020 can be found in the By-law section of the agenda package

REVIEWED BY

Recommended by the Department



Mark Stone

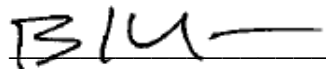


Grant Brouwer

Planner

Director of Building and Planning

Recommended by the CAO

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

Brent Kittmer

Chief Administrative Officer

Applicant	Thames Crest Farms Limited	Date of Decision	August 27, 2019
File No.	STM 01-2019	Date of Notice	September 6, 2019
Municipality	Town of St. Marys	Last Date of Appeal/Referral	September 26, 2019
Location	Part Lots 15 and 16, Concession 17, Town of St. Marys		

The Town of St. Marys' conditions and amendments to final plan approval for registration of this Plan of Subdivision are as follows:

No. Conditions

1. This approval applies to the draft plan prepared by MTE Consultants Inc. and signed by Peter Moreton, OLS on August 20, 2019, and signed by Lloyd Davenport, Thames Crest Farms Limited on August 20, 2019, consisting of the following:
 - a) 168 lots for single detached residential uses (Lots 1 – 168);
 - b) 2 blocks for conveyance to adjacent residential lots on Emily Street (Blocks 169 and 170);
 - c) 3 blocks for townhouse development (Blocks 171, 172 and 173);
 - d) 3 blocks for parkland purposes (Blocks 174, 175 and 176);
 - e) 3 blocks for stormwater management purposes (Blocks 177, 178 and 179);
 - f) 3 blocks for 0.3 metre reserves (Blocks 180, 181 and 182); and,
 - g) Public roads as noted on the draft plan.

on a total land area of approximately 19.8 hectares.
2. The road allowances included in the draft plan shall be dedicated to the Town as public highways.
3. Blocks 169 and 170 will not form part of the final M-plan however, arrangements shall be made to the satisfaction of the Town for the transfer of remnant Blocks 169 and 170 to the owners of 297 Emily Street (Part 4 of 44R-402) and 275 Emily Street (Part 2 of 44R-3863) upon registration of the plan of subdivision, free and clear of any and all encumbrances and a Certificate of Title shall be provided in a form satisfactory to the Town.
4. Prior to final approval, the owner shall enter into a subdivision agreement with the Town of St. Marys to satisfy all servicing, financial and other requirements of the Town. Such requirements include the provision of roads, the installation of sanitary and storm sewage systems, stormwater retention systems, drainage, water supply and distribution systems, sidewalks, street lighting and other development and/or financial requirements specified by the Town. This agreement shall also contain satisfactory provisions to address requirements as determined necessary by other review agencies.
5. The subdivision agreement between the owner and the Town shall contain phasing arrangements to the satisfaction of the Town to indicate the timing and sequence of the development of lots and blocks, site access to each phase, grading, road improvements, infrastructure, servicing capacity and allocation (water and sanitary), etc.

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6. The owner shall not undertake any earthworks on the site until the Owner has entered into a site alteration agreement or subdivision agreement with the Town. Site alteration shall only occur in accordance with the Town's Site Alteration By-law.
7. Prior to final approval, such easements as may be required for utilities, including telephone, television cable, gas, electrical, drinking water, sanitary sewer and/or stormwater drainage purposes shall be granted gratuitously to the appropriate authorities. The owner shall enter into any agreements required by any utilities, including telephone, television cable, gas, electrical, drinking water, sanitary sewer and/or stormwater drainage purposes for the installation of these services.
8. Prior to final approval, the roads shown on the draft plan shall be named to the satisfaction of the Town of St. Marys.
9. Prior to final approval, the zoning of the subject lands shall be changed to permit the proposed residential development to the satisfaction of the Town of St. Marys
10. Prior to final approval, the owner shall prepare a detailed construction management plan and agree to implement the Plan's recommendations. The construction management plan shall address approaches to mitigate impacts on the adjacent existing neighbourhood, including a dust control program, interim drainage plan, controls on construction traffic and the period of day on which construction will occur. The construction management plan will also consider impacts to properties within the development itself during construction, especially if construction phasing is implemented. All construction access routes shall be clearly signed and controlled to the satisfaction of the Town of St. Marys. The construction management plan shall be approved by the Town of St. Marys prior to the commencement of any earth moving works.
11. The Owner shall coordinate the preparation of an overall utility distribution plan showing the location and the installation, timing, and phasing of all required utilities (on-grade, below-grade, or above-grade, including on-site drainage facilities and streetscaping) with such plan to be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.
12. Prior to final approval, the owner shall enter into an agreement with Festival Hydro regarding the adequate provision for electrical services for the plan of subdivision.
13. Prior to final approval, the owner shall submit for the review and approval of the Town of St. Marys and the Upper Thames River Conservation Authority, a final stormwater management plan, a final detailed servicing and grading plan, an operations manual and a landscaping plan for the stormwater management blocks.
14. That prior to final approval, the owner shall submit for the review and approval of the Town of St. Marys and the Upper Thames River Conservation Authority, a detailed sediment and

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erosion control plan. Erosion and sediment control measures should be in place prior to construction works being undertaken and maintained during all phases of construction, to the satisfaction of the Town of St. Marys and the Upper Thames River Conservation Authority.

15. The owner shall not remove trees without written approval by the Town. The owner shall submit a natural features and vegetation plan prepared by a practicing landscape designer. This plan shall include: an inventory of all existing trees and vegetation; existing elevations, drainage and swales; and, the location and species health of all proposed trees and vegetation plantings. The plan shall also demonstrate methods of preservation and how the lot grading plans have been prepared to minimize the loss of trees and natural vegetation.
16. The owner shall agree in the subdivision agreement to implement all recommendations outlined in the Scoped Environmental Impact Study by Biologic Incorporated dated March 21, 2019 to the satisfaction of the Town's Director of Building and Development, and the Upper Thames River Conservation Authority.
17. The owner shall agree in the subdivision agreement to erect permanent 1.2 m high galvanized chain link fencing or approved equivalent along the limits of the residential lots and blocks that abut walkways, stormwater management ponds and other public green space blocks.
18. The owner shall dedicate Park Blocks 174, 175 and 176 as fulfillment of the required parkland dedication for the proposed plan of subdivision.
19. The Owner shall construct a 1.5 metre sidewalk on one side of all local roads in the plan of subdivision, and both sides of the following streets:
 - a) Wellington Street North
 - b) Glass Street
20. The Owner shall submit detailed design drawings for the Grand Trunk Trail pedestrian crossing at Wellington Street North to the satisfaction of the Town's Director of Public Works and agree in the subdivision agreement to complete any required works including but not limited to signage, road or pathway markings/treatments, lighting and barriers.
21. Prior to final approval, the owner shall provide the necessary easements and/or agreements required by Enbridge Gas Inc. (Union Gas Limited).
22. Prior to final approval, the owner shall complete to the satisfaction of the Town of St. Marys and Canada Post, the installation of Community Mail Box(es): Such installation will detail the location of the Community Mail Box(es), the timing of their installation, notification to prospective purchaser of the location the Community Mail Box(es) and that the

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home/business mail delivery will be from a designated Centralized Mail Box(es) and that the owner/developer provide the centralized mail facility at its/their own expense.

23. The owner shall enter into an agreement with the Town requiring the owner's completion of the following to the satisfaction of the Town of St. Marys and of Canada Post:
- a) that the owner include a statement in every offer of sale that will advise the prospective purchaser that the home/business mail delivery will be from a designated Centralized Mail Box(es) and that the owner/developer is responsible for officially notifying the purchasers of the exact Centralized Mail Box location(s) prior to the closing of any lot/home sales;
 - b) that the owner agrees to work with Canada Post to determine and provide a temporary suitable Centralized Mailbox location(s) which may be utilized by Canada Post until the curbs, boulevards, and sidewalks are in place in the remainder of the subdivision;
 - c) that the owner will install a concrete pad in accordance with the requirements of, and in locations approved by, Canada Post to facilitate the placement of Community Mailboxes. The concrete pad(s) will be identified on engineering servicing drawings. The pad(s) are to be poured at the time of the sidewalk and/or curb installation;
 - d) that the owner shall determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific centralized mail facility locations;
 - e) Canada Post's multi-unit policy, which requires that the owner provide the centralized mail facility at its/their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

The above-noted requirements shall be incorporated into the subdivision agreement and registered against the land to which it applies.

24. That prior to final approval, the owner shall enter into an undertaking with the Town which stipulates that the subdivision agreement between the owner and the Town of St. Marys will be registered against the lands to which it applies once the plan of subdivision has been registered.
25. That the Town of St. Marys be advised in writing by the owner/developer how Conditions 1 through 24 inclusive, have been completed satisfactorily.
26. That prior to final approval, the Town of St. Marys be advised in writing by Festival Hydro that Condition 12 has been satisfied.

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27. That prior to final approval, the Town of St. Marys be advised in writing by the Upper Thames River Conservation Authority how Condition(s) 13, 14 and 16 have been satisfied.
28. That prior to final approval, the Town of St. Marys be advised in writing by Enbridge Gas Inc. (Union Gas) how Condition 21 has been satisfied.
29. That prior to final approval, the Town of St. Marys be advised in writing by Canada Post how Condition(s) 22 and 23 have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the owner responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town of St. Marys quoting the File No. STM 01-2019.
2. Clearance is required from the following agencies:
 - a) Goran Borovickic, Engineering Manager, Festival Hydro, 187 Erie Street, Stratford, Ontario N5A 2M6
519-271-4703
 - b) Upper Thames River Conservation Authority, 1424 Clarke Road, London, Ontario N5V 5B9, 519-451-2800
 - c) Brian Roberts, Sr. Analyst, Enbridge Gas Inc (Union Gas) 109 Commissioners Road W., London, Ontario, N6A 4P1
brobert@uniongas.com
 - d) Delivery Planning Officer, Delivery Planning, Canada Post Corporation, 955 Highbury Avenue, London, Ontario, N5Y 1A3, 226-927-1737
3. We suggest you make yourself aware of the following subsections of the Land Titles Act:
 - a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a lands titles division; and,
 - b) subsection 144(2) allows certain exceptions.
4. All measurements in subdivision/condominium final plans must be presented in metric units.
That draft plan approval for this development is for a period of 5 years from the date of the decision. If final approval is not given to this plan within five years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. The owner shall apply for any extension at least 60 days prior to the lapsing date. There is no authority to reactivate the draft approval after the lapsing date. It is the applicant's responsibility to obtain a Council resolution for extension of draft approval if you wish the approval authority to grant an

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extension of draft approval prior to the lapsing date.

5. We advise that the Upper Thames River Conservation Authority has a technical review fee for the peer review of the final stormwater management and sediment erosion plans. Please consult with the UTRCA to confirm applicable fee(s). We further advise a permit will be required from the UTRCA for any development or construction activity within Regulated areas.

Registration:

6. The final plan approved by the Town of St. Marys must be registered within (30) thirty days or the Town may withdraw the approval under section 51(59) of the Planning Act.

SUBDIVISION AGREEMENT

CORPORATION OF THE TOWN OF ST. MARYS

SUBDIVISION AGREEMENT

BETWEEN:

THAMES CREST DEVELOPMENT CORP.

- and -

THE CORPORATION OF THE TOWN OF ST. MARYS

Dated December , 2020

The Corporation of the Town of St. Marys

Address:
P.O. Box 998, 175 Queen St. E.
St. Marys, ON
N4X 1B6

THE CORPORATION OF THE TOWN OF ST. MARYS

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TOWN OF ST. MARYS
SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate on the day of December, 2020

BETWEEN:

THAMES CREST DEVELOPMENT CORP.

(hereinafter called the “Developer”)

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF ST. MARYS

(hereinafter called the “Town”)

of the SECOND PART

WHEREAS the Developer is the owner of the lands described in Schedule “A” attached to this Subdivision Agreement (hereinafter called the “Lands”) and proposes to subdivide the Lands by means of a Registered Plan of Subdivision;

AND WHEREAS the Developer declares that it is the registered owner of the Lands and has applied to the Town, for approval of a Plan of Subdivision (hereinafter called the “Plan”), which is attached hereto as Schedule “B” to this Agreement;

AND WHEREAS the Developer and the Town have agreed to certain matters hereinafter expressed relating to the planning and development of said Plan;

AND WHEREAS this Agreement shall be registered against the Lands and the Town is entitled to enforce the provisions thereof against the Developer and, subject to the provisions of the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the Lands;

AND WHEREAS the Developer agrees, by entering into this Agreement, to satisfy all terms, conditions and obligations, financial or otherwise of the Town, including but not limited to the design and construction of roads, services, utilities, drainage, lot grading, highway restoration and the registration of documents all at the Developer’s sole expense and to the satisfaction of the Town;

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

SECTION 1 – INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“Agreement” means this Agreement titled “Subdivision Agreement” and the Schedules attached hereto;

“As Built” means a revised set of drawings submitted by the Developer upon completion of a project reflecting all changes made in the specifications and working drawings during the construction process, and showing the exact dimensions, geometry and location of all elements of the work completed during construction, as certified by a Professional Engineer;

“Business Day” means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario;

“Certificate of Final Acceptance” means the certificate issued by the Town after the Town accepts all Works and obligations that are constructed, installed, supplied or performed by the Developer pursuant to this Agreement and further referred to in this Agreement;

“Certificate of Inspection Re: Readiness for Occupancy” means the certificate issued by the Town after satisfaction of the conditions identified in Section 9.2 of this Agreement;

“Certificate of Preliminary Acceptance” means the certificate issued by the Town after the Town is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Town, as further referred to in this Agreement;

“Certified Building Lot Site Plan” means a plan showing the drainage, grading, house location etc. on an individual lot in a plan of subdivision as required under Section 9.1 l.) of this subdivision agreement;

“Conservation Authority” means the Upper Thames Conservation Authority and its successors and assigns;

“Council” means the Council of the Town;

“Damage/Lot Grading Deposit” means the amount of \$2000.00 per lot or block required to be paid by the Developer to the Town by way of cash or letter of credit as further described in this Agreement;

“Developer” means, collectively, Thames Crest Development Corp., its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Developer;

“General Plan” means the plan to be submitted to the Town identifying the proposed locations of telephone cables, electrical servicing, gas mains, co-axial television cables as well as watermains, storm sewers and sanitary sewers and as more particularly described in the Municipal Service Standards attached to this Agreement as Schedule “C”;

“Highway” means any public highway or part thereof, any sight triangle, and any area of road widening. The use of “street”, “road” or “road allowance” shall be synonymous with “Highway”

“Insurance” means the insurance described in Section 12.6 of this Agreement;

“Lands” means the real property which is the lands described in Schedule “A” attached to this Subdivision Agreement;

“Maintain” includes operate, repair, replace or reinstate;

“Grading Plan” means a plan showing the overall drainage, grading, house type, etc. in a plan of subdivision described in Schedule “C” attached to this subdivision agreement;

“Municipal Act” means the *Municipal Act*, 2001, S.O. 2001, c.25, as amended;

“Municipal Servicing Standards” means the Municipal Servicing Standards as attached hereto as Schedule “C”;

“Owner” means the Owner of a lot or block and may include the “Developer”;

“Plan” means the plan of subdivision submitted by the Developer for approval relating to the Lands, a draft copy of which is attached hereto as Schedule “B”;

“Professional Engineer” means a person who is granted a licence or a temporary licence by Professional Engineers Ontario;

“Remonumentation” means the surveying and placement of durable magnetic cast iron monuments in place at all government corners of the property boundaries for the purpose of defining the lots.

“Securities” means the securities described in Section 10.4 of this Agreement;

“Town” means the Corporation of the Town of St. Marys, including its successors and assigns or the geographic area as the context requires;

“Town’s Engineer” means the Professional Engineer or engineering firm retained by the Town or his/her designate;

“Town’s Solicitor” means the lawyer or law firm retained by the Town or his/her designate;

“Utilities” includes gas, hydro, cablevision and/or telecommunications services. The singular “Utility” has a similar meaning; and

“Works” includes those services, installations, structures and other related activities, responsibilities and obligations listed in and required by this Agreement and described in Schedule “D” attached to this Agreement.

SECTION 2 – GENERAL PROVISIONS

2.1 Recitals

The Town and the Developer agree that the above recitals are true.

2.2 Lands

The lands to which this Agreement shall apply are those described in Schedule “A” attached hereto (the “Lands”).

2.3 Notice to Purchasers

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan:

- (a) notify each purchaser of all of the payments to be made by the purchaser to the Town;
- (b) pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale;
- (c) provide all notices to purchasers as may be set out in Schedule “N” attached hereto;

- (d) provide notice if home mail delivery will be from a designated centralized mail box and that the owner is responsible for determining the exact location(s) of centralized mail boxes; and,
- (e) notify each purchaser that drainage of surface waters on the Lots and Blocks in the Plan are the sole responsibility of the purchaser.

Further, the Developer shall provide to each and every purchaser of land within the Plan or any part thereof with:

- (a) a list of those services included in the purchase, specifying those installed and those to be installed at no additional cost; and
- (b) a copy of section 9.1 of this Agreement to each purchaser and to extract a covenant from all such purchasers pursuant to same section of this Agreement.

The Developer shall have the purchaser sign an acknowledgement that he/she/it has been advised of the above-noted information. The Developer agrees that the notices set out in Schedule “N” which form part of the Agreement and shall be included in all Agreements of Purchase and Sale for the whole or any part of the Lot or Block on the Plan.

2.4 Conditions of Draft Approval

The Developer acknowledges that the Conditions of Draft Approval attached hereto as Schedule “L” to this Agreement form an integral part of this Agreement.

SECTION 3 - ORDER OF PROCEDURE

3.1 Upon application to the Town for the preparation of an Agreement the Developer shall:

- (a) Pay to the Town the fee required by the Town Fee Schedule By-law.
- (b) Pay to the Town the sum of five thousand (\$5,000.00) dollars as a deposit in respect of the Town’s legal, engineering and administrative costs ; and
- (c) Submit a General Plan outlining the services to be installed.

3.2 Prior to Registering the Agreement the Developer shall:

- (a) Deposit with the Town Securities and Insurance as outlined in the Agreement;
- (b) Pay in full any outstanding; taxes or drainage fees, local improvement charges and charges under the Municipal Act, including outstanding sewer rates and/or water rates and any other fees owed to the Town;
- (c) Mutually agree with the Town on the parcel of land to be dedicated to the Town for parkland, the amount of cash to be given to the Town in lieu of Parkland or the combination of land and cash as the situation may require;
- (d) Pay the amount in lieu of parkland to the Town and/or deposit the Transfers/Deeds of Land for the parkland with the Town as per the Parkland and/or Payment in Lieu of Parkland Calculations as described in Schedule “P” attached hereto;
- (e) Provide a signed postponement agreement from any existing mortgagee which allows the registration of this Agreement to be registered in first priority and provide proof of postponement of any other encumbrances on the Lands as applicable;
- (f) Deposit with the Clerk of the Town, three (3) original signed copies of this Agreement executed by the Developer;

- (g) Deliver to the Clerk of the Town written authorization to register this Agreement or Notice of this Agreement and a cheque in respect of the cost of the said registrations.

3.3 Prior to starting construction on the Services, the Developer shall:

- (a) Have obtained final approval of the Plan from the Town and have obtained and provided a copy to the Town of the Registration of the Plan;
- (b) Have submitted and obtained the written approval of the Town's Engineer for the following all to be done in accordance with the Municipal Servicing Standards of the Town:
 - i. The Grading Plans;
 - ii. The Service Layout Plan for underground electrical services, telephone, and gas;
 - iii. Final approved drawings for all Works required in this Agreement and described in Schedule "D" attached to this Agreement;
- (c) Submit to the Town confirmation of Ontario Ministry of the Environment approval where applicable and including without limitation approvals for the Water Supply and Distribution System, the Sewage Collection System, the Storm Sewer System and the Storm Water Management Works;
- (d) Submit to the Town's Engineer a completed Form 1 and supporting documentation for approval of the Water Distribution System; and,
- (e) Provide written confirmation of having obtained the approval for drainage, road crossings, encroachment(s), and all other matters related to public highways of all road authorities as may be required including without limitation the Town, Conservation Authority, the Ministry of Transportation of Ontario.

3.4 Prior to the issuance of building permits the Developer shall:

- (a) Have complied with all requirements of Section 9.1 and Section 1 of Schedule "M" of this Agreement.

3.5 Prior to any person occupying any building, the Developer shall:

- (a) Have complied with all the requirements of Section 9.2 and Section 1 of Schedule "M" of this Agreement.

SECTION 4 -- INSTALLATION OF SERVICES

4.1 General

Upon approval of the Plan by the Town, the Developer shall design, construct and install all Works as set out in Schedule "D" to this Agreement and as shown on the approved construction drawings. The said Works shall be constructed, installed, maintained and repaired in good workmanlike manner, at the Developer's sole risk and expense and in accordance with engineering specifications approved by the Town including the Municipal Servicing Standards and by-laws. The Developer shall at its expense and to the satisfaction of the Town, arrange for the relocation of all existing services and infrastructure made necessary by the construction of the Works in the Lands.

4.2 Engineering Services

4.2.1 The Developer shall employ Professional Engineers approved by the Town to:

- (a) prepare designs;
- (b) prepare and furnish all required plans, specifications, drawings, calculations, and contours;

- (c) prepare the necessary contract(s);
- (d) obtain the necessary approvals in conjunction with the Town, the Health Unit, Festival Hydro and the Ministry of the Environment, and others as required;
- (e) provide the field layout, the contract documentation and the full time supervision of construction;
- (f) maintain all records of construction and upon completion, to advise the Town's Engineer of all construction changes and to prepare final "as constructed" drawings. Mylar and digital versions of the "as constructed" drawings shall be submitted to the Town prior to the issuance of the Certificate of Final Acceptance;
- (g) act as the representative of the Developer in all matters pertaining to the construction;
- (h) provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town, for all works specified in this Agreement;
- (i) provide certification that the installation of services was in conformance to said plans and specifications; and
- (j) take such other actions as may be required by the Town, acting reasonably, for the completion of the subdivision in accordance with this Agreement and good engineering practices.

4.3 Engineering Obligations

- 4.3.1 The Developer and/or Developer's Professional Engineer shall submit to the Town for review and approval:
- (a) Detailed grading plans;
 - (b) Servicing plans and reports prepared by a Professional Engineer;
 - (c) The service layout plan for underground Utilities;
 - (d) Estimates of the costs of the Works and substantiate same to the Town if requested; and
 - (e) All plans, specifications, drawings, calculations, contours or other information pertaining to the Works, which may be required by the Town and/or this Agreement.
- 4.3.2 Prior to commencing any work, the Developer shall obtain at its own cost such permits as may be required from municipal, conservation or Provincial authorities and shall file copies thereof with the Town.
- 4.3.3 Prior to commencing any work, the Developer shall submit to the Town the Ministry of Environment's Environmental Compliance Approval for the Water Supply and Distribution System, the Sewage Collection System, the Storm Sewer System and the Storm Water Management Works as may be required.
- 4.3.4 The Developer shall prepare and furnish at its own cost, all plans, specifications, drawings, calculations, contours or other information pertaining to the Works, which may be required by the Town and/or this Agreement.

4.4 On-Site Inspection

The Developer shall have competent professional engineering inspection personnel on site at all times during the period of construction to supervise the Works and the Town shall have the right at all times to inspect the installation of the Works. Should it be found, in the sole opinion of the Town that such personnel are not on site, are incompetent in the performance of their duties, or that the said works are not being carried out in accordance with approved plans or specifications and in accordance with good engineering practice, the Town may order all works related to the Lands be stopped, altered, retested, or changed to the satisfaction of the Town. The Town may provide an inspector to inspect all work if, in the opinion of the Town, inadequate consultant engineering staff are on site during construction, all at the sole expense of the Developer.

4.5 Works to be Installed

The Works to be installed are set out in Schedule “D” to this Agreement. This schedule is to set out the works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development, the Town’s Engineer is of the opinion that additional works are necessary to provide adequately any of the public services required by the Plan, the Developer shall, at its sole expense, construct, install or perform such additional works.

4.6 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Town’s Engineer for written endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its Professional Engineers of responsibility for errors in or omissions from such plans, drawings and specifications. In all respects, the specifications used for the Works shall be equivalent to or shall exceed Municipal Servicing Standards and, in all cases, shall be acceptable to the Town.

4.7 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the Plan has been registered and the Developer has provided 72 hours written notice to the Town Clerk of its intent to commence work. Should, for any reason, there be a cessation or interruption of construction, the Developer shall provide 72 hours written notification to the Town Clerk before work is resumed.

4.8 Progress of Works

- 4.8.1 The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule “C”, approved engineering documents and this Agreement. If the Developer fails to do so, having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Town, then upon the Town giving seven (7) days written notice by prepaid registered mail to the Developer, the Town may, without further notice, enter upon the Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Town within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood, in the event that the Town must enter upon the Lands and have works completed or repaired due to situations as outlined above, any or all original mylars and specifications prepared by the Developer’s Engineer must be turned over to the Town for its use should it require same. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Town. The Town, in addition to all other remedies, may refuse to issue building permits until such Works are completely installed in accordance with the requirements of the Town.

- 4.8.2 Without limiting the obligations of the Developer herein, if the Developer shall default on the performance of any term, covenant or provision of this Agreement and if such default shall continue for ten (10) days after the Developer receives written notice of such default by the Town (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Town may perform that obligation on the Developer's behalf and may enter onto the Lands for this purpose. If the Town is compelled or elects to incur any expense in connection with its performance of the Developer's obligations (including any engineering or legal fees incurred in connection with such actions), any reasonable costs so incurred by the Town, together with all interest thereon and any damages incurred, shall be payable by the Developer to the Town and shall be collectible by the Town in like manner as municipal taxes. The Developer also acknowledges and agrees that the Town has the right to draw down any Letters of Credit, cash or other security for the purpose of collecting any such expenses incurred by the Town.

4.9 Scheduling of Works

- 4.9.1 Prior to the start of construction and prior to the issuance of building permits, the Developer shall supply for the approval of the Town's Engineer a Schedule of Works setting out the order in which it considers the various sections of the Works will be built. The Town's Engineer may amend this schedule and the Developer must construct, install or perform the work as the Town's Engineer from time to time may direct.
- 4.9.2 Unless otherwise approved by the Town, the Developer shall install all Works in a timely manner, in accordance with the requirements of this Agreement and as follows:
- (a) The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier;
 - (b) Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1 and Stage 2 services;
 - (c) In any phase, the top coat of asphalt shall be completed not less than twelve (12) months and within twenty-four (24) months of preliminary acceptance of Stage 2 of the services. Where there are limited building starts, and where approved in writing by the Municipality, the top coat installation may be deferred a maximum of an addition twenty-four (24) months;
 - (d) Temporary street name signs and regulatory traffic signage shall be provided and installed by the Developer prior to the issuance of any building permits;
 - (e) Prior to commencement of construction, and for the duration of construction and prior to occupancy of any building, or part thereof, in the Plan, the Developer shall provide and erect or affix, at its expense, temporary municipal number signs in accordance with Section 4.22 of this agreement;
 - (f) Walkways and pathways that front or abut a lot shall be constructed immediately after the completion of rough grading of the lot on which such walkways and pathways front or abut and immediately prior to the placement of fill and topsoil on the said lot;
 - (g) Boulevard and lot sodding and tree planting associated with any lot or block shall be completed as soon after occupancy as possible. The lot grading work shall be completed up to the minimum underside of topsoil elevations on the lot or block prior to occupancy;
 - (h) Landscape buffer/screening shall be constructed prior to occupancy of a unit situated on the lot of block abutting the road where buffers/screening are required. Noise barriers shall be fully constructed upon occupancy of 10% of the adjacent lots/blocks; and

- (i) Immediately following the completion of any of the Works the Developer shall complete all necessary restoration to any and all Highways.

- 4.9.3 Notwithstanding the provisions of this Agreement with respect to time of completion of certain portions of the Works, it is understood that the time limits shall all read “weather permitting”. The Town’s Chief Administrative Officer or his designate shall be the sole authority as to the determination of weather conditions negatively impacting the time to complete the Works, and additional time, if any, required to complete the Works.
- 4.9.4 The Town may apply the most current Municipal Servicing Standards to all Works not completed within five years of the date of registration of the Plan.
- 4.9.5 Failure by the Developer to adhere to the above schedule may result in the Town completing the Works in accordance with section 4.8 of this Agreement.
- 4.9.6 If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five years or as may otherwise be approved by the Town.
- 4.9.7 Failure to commence construction within the time schedule above may result in the Town declaring this Agreement to be null and void, and the Town may deem the property not to be a Plan of Subdivision.

4.10 Contractor

The Works shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Town’s Engineer.

4.11 Utilities

(a) Utility Costs and Charges

The Developer shall deal directly with all Utility companies. It or its Professional Engineer, shall obtain all approvals and permits and pay all fees and charges directly to the appropriate Utility.

(b) Distribution Agreement

The Owner shall enter into a distribution agreement with the appropriate Utility providers for the installation of services to the Subject Property, and for the provision of easements with respect to such installations, at no expense to the Municipality, and in accordance with the terms, conditions and specifications laid down by the Municipality and the Utility providers.

(c) Telecommunication Carriers and Distribution Undertakings ("Telecoms") - Occupation of Streets

The Owner shall by written notice, provide those Telecoms which are regulated by the Canadian Radio-television and Telecommunications Commission, and which are permitted by Agreement with the Municipality to use and occupy Streets, the opportunity to install, repair and maintain equipment in a common Telecom trench within all proposed road allowances.

(d) Installation

Utilities shall only be installed in the corridors established on the municipality’s typical cross section. Road crossings installed after the completion of the base coat of asphalt shall be bored.

(e) Relocation of Utilities

The Owner covenants and agrees to pay all costs associated with the relocation or removal of any existing on-site or adjacent Utility facility to the satisfaction of the

appropriate Utility provider, where the relocation or removal is required as a direct result of development on the Subject Property.

(f) Easements and Maintenance Agreements for Utilities

All easements and maintenance agreements required for Utilities shall be provided and agreed to by the Owner, to the satisfaction of the appropriate Utility provider and the Owner shall ensure that the required easement documents are registered on title immediately following registration of the final Plan and the affected agencies are duly notified.

4.12 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Town's Engineer during the time of construction. This shall include the removal of mud tracked from the Lands as well as dust control. No roadway outside the limits of the Plan may be closed without the prior written consent of the Town. To obtain such consent, the Developer shall advise the Town's Clerk, not later than fourteen (14) days prior to the proposed closure, of the date, time and duration they wish to close a roadway. All costs for advertising the closure and signage shall be borne by the Developer. The Town reserves the right to limit or prohibit the use of any existing access road by the Developer.

4.13 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads located within the Plan, without the written consent of the Town's Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed, the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Municipal Servicing Standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Town.

4.14 Damage to Existing Municipal Property

Where any municipal property, including any Highway, has been damaged as a result of development and any works carried out on the Lands, the Developer shall restore or reconstruct the municipal property to its former state as directed by and to the satisfaction of the Town at the Developer's sole expense.

4.15 Signs

Signs at least 1.2 m x 1.2 m shall be erected by the Developer in locations approved by the Town and at each entrance to the lands within the Plan. The signs shall read as follows:

“Roads **Not** Assumed by Town - Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and shall be removed by the Developer after all the Town has provided the Developer with a Certificate of Final Acceptance for said roads.

4.16 Testing

The Town may, at its sole discretion and at the sole expense of the Developer, have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Town. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice and Municipal Servicing Standards.

4.17 Erosion and Silting Control

The Developer shall take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, and slopes both within the Lands and within any other lands during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all costs resulting therefrom.

4.18 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the land to the satisfaction of the Town's Fire Chief.

4.19 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Town, the Town may give written notice to the Developer or lot Owner. If the Developer or Owner fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Town to do so, the Town may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or Owner forthwith upon demand, which costs shall include all expenses incurred by the Town in carrying out such removal and disposition. The burning of construction refuse, debris of weeds, whether it be from site servicing or house building or any other source related to the development of the site on any lands within the Plan is prohibited.

4.20 Dust Control

At all times prior to the Town providing the Developer with a Certificate of Final Acceptance for all Works, the Developer shall use such reasonable method(s) to prevent any dust problem to traffic or home occupants in a manner that is acceptable to the Town. Should the Developer, in the opinion of the Town, be in default, the Developer shall be notified in writing of such default, failure, neglect or delay, and if action to correct the default, failure, delay, or neglect has not been taken within twenty-four (24) hours after such notice, the Town shall have full authority and power to carry out the necessary works at the expense of the Developer.

4.21 Street Names

- (a) The Developer shall name all streets within the Land forming part of the Plan with names approved by the Town.
- (b) The Developer shall provide for, install and maintain at its expense, all temporary street name signs for any Highway within the Plan.
- (c) The Town shall provide all permanent street signs at the Developer's expense. Permanent street name signage shall be installed by the Town at the Developer's expense in accordance with applicable law and Municipal Servicing Standards.

4.22 Municipal Street Numbers

- (a) All Lot, Block or building numbers for use within the Plan shall be allocated by the Town's Chief Building Official. To obtain such allocation, the Developer shall furnish the Town's Chief Building Official with a copy of the Plan as registered upon which the Chief Building Official will designate the proper numbers for each Lot, Block or building.

- (b) The Developer shall display by means of a legible sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.
- (c) Each Owner shall cause the street number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.
- (d) All costs related to Lot, Block or building numbering shall be the responsibility of the Developer.

4.23 Driveways

The Developer hereby agrees that the driveways for all lots, blocks and buildings located within Plan will be in a location and have a width and design as may be approved by the Town. Without in any way limiting the discretion of the Town, the location and or gradient of the driveways may be further limited by special provision in Schedule "M" of this Agreement. Further, all driveways for all lots in the Plan should be located in a manner that will minimize the amount of snow that will accumulate in the driveway. The location of driveways is particularly important with respect to all corner lots located in the Plan, as these driveways entrances must be located as far as possible from the street corner to minimize the amount of snow that will block these driveways during the Town's efforts to remove snow.

4.24 Contaminants

In the event the Developer discovers any waste, contaminants, pollutants, hazardous substances or any other similar substances that may be detrimental to the environment during the development of the Lands constituting the Plan, the Developer hereby agrees to notify the Town and the Ministry of the Environment immediately and take all necessary steps and remedial efforts required by the Ministry of the Environment and the Town to remove such waste, contaminants, pollutants, hazardous substances or other substances that could be detrimental to the environment. In taking such action, the Developer shall fulfill all legislative requirements for the remediation and clean-up and shall comply with all legislative requirements regulating the removal, transportation and disposal of such waste, contaminants, pollutants, hazardous substances or any other similar substances from the Lands.

4.25 Canada Post

(a) Community Mail Boxes – General

The Developer shall satisfy the requirements of the Canada Post Corporation and Town regarding the location and construction of centralized mailboxes and related works and shall provide such notices to purchasers as may be required regarding same.

(b) Community Specific Requirements

The Developer agrees to complete to the satisfaction of the Town and of Canada Post, the following:

- i. the Owner includes a statement in every offer of sale that shall advise the prospective purchaser that the home mail delivery will be from a designated centralized Mail Box(es) and that the Owner is responsible for officially notifying the purchasers of the exact Centralized Mail Box location(s) prior to the closing of any lot/home sales;
- ii. the Owner agrees to work with Canada Post to determine and provide a temporary suitable Centralized Mail Box location(s) which may be utilized by

Canada Post until the curbs, boulevards, and sidewalks are in place in the remainder of the development on the Lands within the Plan;

- iii. that the Developer agrees to install a concrete pad in accordance with the requirements of, and in locations approved by, Canada Post to facilitate the placement of Community Mail Boxes. The concrete pad(s) shall be identified on engineering servicing drawings. The pad(s) are to be poured at the time of the sidewalk and/or curb installation;
- iv. the Developer shall determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in any sales office(s) showing specific centralized mail facility locations; and
- v. Canada Post's multi-unit policy, which requires the Owner provide the centralized mail facility at its/their own expense, shall be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

SECTION 5 -- ACCEPTANCE OF WORKS

5.1 Stages of Construction and Works

The parties hereto recognize and agree that the Works will be constructed and completed in stages described as follows:

- (a) Stage 1 - all underground Works including storm sewers and storm water management facilities, sanitary sewers, watermain and the completion of Granular "B" road base and a portion of the Granular "A" for a riding surface;
- (b) Stage 2 - the balance of the road works including granular, curbs and gutter, base asphalt, grading of boulevard areas, walkways, installation of street and traffic signs, conduits, piping and facilities for the completion of electrical servicing, street lighting and Utilities;
- (c) Stage 3 - the final coat of asphalt, topsoil and sodding, trees, fencing, sidewalks and any other requirements of this agreement.

5.2 Application of Stages to Phased Subdivision

When development within a Plan is phased, the Stages of Construction and Works as identified above shall apply to the whole of each phase as approved by the Town.

5.3 Inspection and Preliminary Acceptance of the Works

When all of the Works in any stage of Construction and Works as identified above have been completed the Developer may apply to the Town for a Certificate of Preliminary Acceptance of said Works. Such application for a Certificate of Preliminary Acceptance shall require written certification from the Developer's Professional Engineer confirming that such Works have been constructed in each stage in accordance with the approved plans, drawings and specifications in this Agreement.

As soon as possible after the receipt of an application for a Certificate of Preliminary Acceptance of any Works is received by the Town, the Town shall cause the Works to be inspected and the Town shall either furnish the Developer with a list of deficiencies for the Works or issue a Certificate of Preliminary Acceptance with a list of minor deficiencies, if any, for the Works which the Developer must repair. If the Town furnishes the Developer with a list of deficiencies for the Works, the Developer shall correct those deficiencies and the Town shall only issue a Certificate of Preliminary Acceptance upon being satisfied that those deficiencies have been corrected.

Upon the issuance of a Certificate of Preliminary Acceptance, the Works shall then be subject to a guaranteed maintenance period as described in this Agreement. Receipt of a Certificate of Preliminary Acceptance shall not release the Developer from any obligation or constitute final acceptance of any work.

5.4 Final Acceptance of the Works

5.4.1 Subject to the provisions of this subsection of the Agreement, the Developer may apply for a Certificate of Final Acceptance of Works upon the expiry of the Guaranteed Maintenance Period described in the Agreement, which period commences from the date the Certificate of Preliminary Acceptance is issued.

5.4.2 Before applying for a Certificate of Final Acceptance of any Works, the Developer shall furnish the Town with the following:

- (a) formal certification of final completion from the Developer's Professional Engineer certifying that all Works and services have been installed;
- (b) the most current As-Built drawings, engineering statistical information, test results, documents as indicated in the Municipal Servicing Standards, and evidence that benchmarks have been provided on the site to control elevations and that said benchmarks are based on geodetic datum;
- (c) Engineer-stamped as-built drawings for water and sanitary services including curb stop locations;
- (d) all records from any video examination of all sanitary and storm laterals demonstrating there are no blockages or deficiencies within the systems;
- (e) a statutory declaration that all accounts for related to the Works, services and materials supplied have been paid, except any construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such works, services or materials supplied for or on behalf of the Developer;
- (f) written confirmation from a construction trade newspaper, as defined by the *Construction Lien Act*, that a copy of a Certificate of Substantial Performance of the Works have been published in accordance with the requirement of that Act;
- (g) a certificate from the Developer's Professional Engineer, certifying that all the deficiencies have been addressed;
- (h) a certificate from the Developer's Professional Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings as constructed, are operational, and are functioning;
- (i) a Stormwater Management (SWM) Operational Manual for the works specific to the Lands (i.e. Stormceptor);
- (j) the Re-Monumentation Plan;
- (k) where applicable, a certificate by an Ontario Land Surveyor stating that all Standard Iron Bars, for the portions fronting onto Municipal right-of-way, have been found or re-established in accordance with the Plan; and
- (l) for GIS purposes UTM Zone 17 North NAD 83 ESRI Shape File including: single line road network; double line road network; Parcel Fabric; all water servicing information (i.e. valves, hydrants, curb stops, reducers, material type and size); all sanitary servicing information (manholes, pipe size and material, service location); all storm system information (catch basins, culverts, SWM ponds, pipe size and diameter and material); signs (type) sidewalk; street light fixtures and poles.

5.4.3 Before applying for a Certificate of Final Acceptance of any Works, the Developer shall:

- (a) Clean all sewers, manholes, and catchbasins so they are free of road materials, building debris, and other foreign matter, and to clean such materials from the system,

- (b) Provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- (c) Clean and remove any debris and earth deposits from all roadway pavement and the Lands;
- (d) Rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, and roadways; and
- (e) Rectify, clean out, and repair any damages to the stormwater management facilities, and confirm to the Town by a certificate from the Developer's Professional Engineer these facilities are functioning in accordance with the approved stormwater management report and engineering drawings.

5.4.4 Upon receipt of a complete application for a Certificate of Final Acceptance, the Town shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the Town shall furnish the Developer with a list of deficiencies, if any, for the Works or issue a Certificate of Final Acceptance of the Works. If the Town furnishes the Developer with a list of deficiencies for the Works, the Developer shall correct those deficiencies and notify the Town when those deficiencies are to be corrected so that the Town may be in attendance. Upon the rectification of the deficiencies, the Developer may make further application to the Town for Final Acceptance of the Works.

5.4.5 When the Town is satisfied that all applicable Works have been completely installed, repairs and maintenance work to all applicable Works have been completed, all deficiencies, if any, have been corrected, that all Town accounts have been paid, and that all financial requirements as herein provided have been met, the Town shall provide a Certificate of Final Acceptance of the Works.

5.5 Acceptance During Winter Months

The Town will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works is impractical due to snow cover or other adverse conditions.

5.6 Use of Works by Town

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Town, or other authorized persons for the purposes for which such Works were designed;
- (b) Such use shall not be deemed an acceptance of the Works by the Town; and
- (c) Such use shall not in any way relieve the Developer of its obligations in respect of the construction and maintenance of the Works so used.

5.7 Replacement of Survey Bars

Prior to the final acceptance by the Town, the Developer shall deliver to the Town's Clerk a statement from an Ontario Land Surveyor approved by the Town that after the completion of the work, he has found or replaced all survey monuments and iron bars as shown on the registered Plan.

5.8 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the services described therein shall vest in the Town and the Developer shall have no

claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed and the Town shall pass a by-law assuming the services once the Certificate of Final Acceptance is issued.

SECTION 6 -- MAINTENANCE OF WORKS

6.1 Maintenance of Works

The Developer shall be responsible for the repair and maintenance of all Works installed pursuant to this Agreement, including without limitation hydro costs for street lights, until a Certificate of Final Acceptance for said Works is issued by the Town. This maintenance period shall extend for two (2) years from the date the Certificate of Preliminary Acceptance is issued for the applicable Works (“Guaranteed Maintenance Period”).

6.2 Water Works

Notwithstanding any provisions in this Agreement to the contrary, operational responsibility for the water distribution system shall be transferred to the Town once watermains are flushed, swabbed, disinfected and tested by the Developer in accordance with Schedule “C”. All costs associated with repair and maintenance of the water distribution system during the maintenance period shall be charged back to the Developer and the Developer shall pay all such amounts to the Town forthwith upon receiving the associated invoices. If the Developer fails to pay the Town within thirty (30) days of the date of billing then the money owing may be deducted from any deposited securities. In the event of the Developer’s failure to pay, any amount owing to the Town may be collected in like manner as municipal taxes.

6.3 Remedy for Failure to Maintain

If during the Guaranteed Maintenance Period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of notice of the failure from the Town, then the Town shall have full authority and power to purchase such materials, tools and machinery and to employ such workers as in its opinion are required for the proper maintenance of the Works at the cost of the Purchaser and may, without further notice, undertake such maintenance work and the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Town within thirty (30) days of the date of billing then the money owing may be deducted from any deposited securities. In the event of the Developer’s failure to pay, any amount owing to the Town may be collected in like manner as municipal taxes. Nothing in this clause shall require the Town to carry out any such maintenance whatsoever. Any entry upon the Lands for purposes of this clause shall not constitute a Final Acceptance of any Work by the Town.

6.4 Maintenance of Vacant Land

The Developer shall maintain any vacant land within the Plan in a condition acceptable to the Town. The maintenance of the vacant land shall include, but is not limited to, leveling, grading for the provision of proper drainage, seeding, the prevention of standing water, the cutting of grass and vegetation and the removal of noxious weeds all in accordance with approved grading plan.

6.5 Flooding

The Developer shall respond to any drainage issues/flooding occurring throughout the Lands and provide the necessary works required to alleviate the drainage issues/flooding.

6.6 Road Maintenance

The Developer shall maintain and be responsible for roads within and adjoining the lands within the Plan until final acceptance, being limited to Glass Street, Trail Side Drive and Hooper Street.

The Developer shall provide road maintenance within and adjoining the lands within the Plan in a manner that is acceptable to the Town and which allows access for all residents as well as for Town services (i.e. garbage collection and emergency services). Year round maintenance of roads shall include grading, dust control and general clean-up of the site. Winter road maintenance shall include all plowing, sanding and salting to assure proper vehicular access within the lands within the Plan.

In the event that proper road maintenance including without limitation snow removal is not provided by the Developer to the satisfaction of the Town, the Town, through its servants, contractors or agents shall have full authority and power to carry out the necessary works at the expense of the Developer and may provide maintenance and/or remove snow without notice to the Developer. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. In the event of the Developer's failure to pay, any amount owing to the Town may be collected in like manner as municipal taxes. Nothing in this clause shall require the Town to carry out any such maintenance whatsoever. The Developer further agrees that any work done by the Town pursuant to this Agreement before the roads are accepted by the Town shall not be deemed in any way, to be an acceptance by the Town of the roads in the said Plan upon which such work is done. The Developer acknowledges that the Town, in providing maintenance or during snow removal, may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Town that it might have arising therefrom and covenants that it will make no claim against the Town for such interference or damage. Representation may be made requesting that the Town consider entering into a separate Agreement with the Developer to undertake the winter road maintenance within the Plan.

The Developer shall regulate and enforce temporary access routes and shall not permit streets adjacent to the lands within the Plan to be used by construction vehicles, without written permission of the Town. The Town may designate points of access for construction vehicles to the lands within the Plan during the period of construction of any Works and buildings. The Town may require the Developer to erect, at the Developer's expense and at location(s) determined by the Town, barricades or signage to prevent construction vehicles from using roads other than designated roads.

The developer shall provide adequate parking facilities, adjacent to the access road, for construction personnel employed on the site to park their vehicles during working hours.

6.7 Emergency Repairs

Employees or agents of the Town may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Town or an assumption by the Town of any liability in connection therewith or a release of the Developer from any of its obligations under this Agreement.

SECTION 7 -- DRAINAGE AND LANDSCAPE DESIGN

7.1 Drainage

- (a) The Developer and any and all subsequent Owners shall construct all Works necessary to provide proper drainage of all lands included in the Plan and any adjacent lands that drain through the lands included in the Plan and/or receive drainage flow from the lands within the Plan all in accordance with the approved Grading Plans. The Grading Plans shall bear the signature and seal of a Professional Engineer or a Registered Ontario Land Surveyor who certifies thereon that the site grading plan generally conforms to the Grading Plans. It is understood and agreed

by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Plan to a sufficient outlet in accordance with the approved engineering drawings. It is further understood and agreed by the parties hereto that drainage outlets may be located outside of the Lands.

- (b) The Developer shall not interfere with any existing drain or watercourse, without written permission of the Town. Such permission shall be provided through the approval of the plans of the Works. Granting such permission shall not relieve the Developer of responsibility for any damage caused by such interference and the Developer shall indemnify the Town against any claims against the Town relating to such damage.

7.2 Preservation of Trees

The Developer must preserve all healthy trees within the limits of the Plan. Except for the actual area of roadway construction and installation of services, no trees whether on the road allowance, or on the parkland, or on the individual lots, shall be removed without the Town's written permission.

7.3 Tree Planting in Boulevard

The Developer agrees to Plant a minimum of one (1) hardwood tree in the boulevard in front of each dwelling unit lot in the Plan according to the Municipal Servicing Standards as set forth in Schedule "C".

7.4 Lots Unsuitable for Building

Any lot which will require special attention in order to be serviced will be listed in the List of Lots Unsuitable for Building Purposes attached hereto as Schedule "F" to this Agreement. Prior to the issuance of a building permit for any lot listed in Schedule "F", the Developer's Professional Engineer must submit a letter to the Town outlining the measures to be taken to correct the problems on the lots. This proposal must be approved by the Town prior to applying for a building permit.

7.5 Lot Grading

All lands shown within the Plan shall be graded in general conformity with the Grading Plans, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Town's Engineer. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall grading plan is functional until the Lands are fully developed.

(a) Obligation to Grade According to Grading Plans

The lands included in the Plan shall not be graded except in general conformity with the grades and elevations shown on the accepted Grading Plans. The Plan shall bear the signature and seal of a Professional Engineer.

(b) Certified Building Lot Site Plan

Subject to Section 9.1 herein, no building shall be constructed on a Lot or Block within the Plan until a Certified Building Lot Site Plan certified by a Registered Ontario Land Surveyor or Professional Engineer has been filed with and approved by the Town's Chief Building Official. The Certified Building Lot Site Plan shall show:

- i. the proposed finished elevation of these lands at each corner of the lot or block and intermediate points of grade change;

- ii. the proposed finished elevation of these lands at the front and rear of the building;
- iii. the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- iv. the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed finished height of the foundation of the building;
- v. the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
- vi. that there is no discharge of water from eavestrough or sump pumps to the sideyard that will negatively impact another property;
- vii. the location of eavestrough downspouts and, whenever possible, no downspouts will be allowed to discharge in a sideyard between residences;
- viii. any abrupt changes in the proposed finished elevation of these lands; and,
- ix. the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

The Developer hereby agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise in writing by the Town.

The Developer shall complete such other actions as may be required by the Town, acting reasonably, to ensure that the subdivision is developed in accordance with the terms of this Agreement and good engineering practices.

(c) Final Grading Certificate

- i. If occupancy occurs and an Owner's Final Grading Certificate is not filed prior to occupancy with the Town's Chief Building Official, then the Owner shall provide the Town's Chief Building Official with a written undertaking to file the said Owner's Final Grading Certificate with the Town's Chief Building Official within twelve (12) months.
- ii. If and when the Owner's Final Grading Certificate is accepted by the Town's Chief Building Official confirming that the applicable lands generally conform with the Grading Plans and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in this Agreement is returnable to the Owner subject to this Section and Section 10.8 of this Agreement.
- iii. The Owner's Final Grading Certificate shall be in the form attached hereto as Schedule "G" to this Agreement.
- iv. The Developer agrees that, should drainage rectification become necessary in the absolute discretion of the Town, and the Developer fails to make such rectification when so instructed by the Town, the Town may, at its option, undertake the correction of such drainage and all costs over and above the deposit shall be charged back to the Developer. A management fee of 15% of the cost of labour and material shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Developer agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the Land except in accordance with grading plans approved by the Town.

(d) Obligation to Maintain Grading

After the building or Block is graded in accordance with the Grading Plans and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Grading Plans for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block.

(e) **Prevention of Surface Water Flow**

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Grading Plans, the Grading Plans or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means.

(f) **Erosion Control**

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from any development or works on the lands within the Plan to ensure that dust, mud, silt, and other construction debris does not adversely affect abutting properties, all to the satisfaction of the Town.

(g) **Real Property Report**

Upon completion of foundations walls, the Developer agrees to submit to the Town Building and Zoning Department a certified copy of the "Surveyor's Real Property Report" which report shall confirm that the location and elevation of the top of foundation wall are in compliance with the accepted site grading plans. No framing work shall proceed until the above reports are submitted and approved.

7.6 Maintenance of Lot Grading

The facilities and works required by Section 7 of this Agreement shall be provided and maintained by the Developer or subsequent owner of each lot and/or block from time to time at such party's sole risk and expense.

Should, for any reason, the Developer or subsequent Owner fail to maintain the lot grading, the Developer acknowledges that the Town shall have full authority and power to purchase such materials, tools and machinery and to employ such workers as in its opinion are required for the proper correction of such drainage and the Town may, or in the case of a subsequent Owner, the Town or the Developer may enter onto said property to correct any drainage issues. The cost for any such correction completed by the Town will be at the expense of the Developer. The full amount shall be paid by the Developer or subsequent Owner forthwith upon demand by the Town. If the Developer or subsequent Owner fails to pay the Town within thirty (30) days of the date on the bill, the Town may recover such expense by the Developer or its successors and assigns (including subsequent Owners) in like manner as municipal taxes.

SECTION 8 – LANDS TO BE CONVEYED

8.1 Lands for Municipal Purposes

The Developer at its expense shall transfer to the Town the lands described in Schedule "H" attached hereto and also to transfer to the Town, the zero decimal three (0.3) metre reserves, road widening's and other lands as may be required by the Town or agreed to herein. The transfers/deeds for the said lands shall be in a form satisfactory to the Town's Solicitor. The cost for preparation and registration of the said deeds shall be paid by the Developer.

8.2 Parkland Dedication

The Developer at its expense shall:

- (a) transfer to the Town the Parklands described in Schedule “P” attached hereto;
- (b) pay to the Town the full amount of cash in lieu of Parkland as described in Schedule “P” attached hereto; or
- (c) transfer to the Town the Parklands and pay to the Town the full amount of cash in lieu of Parkland as described in Schedule “P” attached hereto.

Any transfers/deeds that may be required pursuant to this section of the Agreement shall be in a form satisfactory to the Town’s Solicitor. The cost for preparation and registration of the said deeds shall be paid by the Developer.

8.3 Easements

The Developer agrees to grant at his expense all such easements and rights-of-way as may be required for the installation and supply of services to the Lands including without limitation the Easements described in Schedule “H” of this Agreement. Easement and maintenance agreements required for said services shall be provided and agreed to by the Developer, to the satisfaction of the Town’s solicitor. The Developer shall ensure that the required easement documents are registered on title immediately following registration of the final Plan and the Town and any other affected agencies are duly notified and provided with a copy of the registered documents at the time of registration.

8.4 Turning Circles

The Town may require the installation of temporary turning circles. Where such are required, the Developer shall convey the appropriate blocks to the Town for the purposes of providing the Town with sufficient land to construct said turning circle(s). The block(s) conveyed to the Town shall only constitute that portion of land required by the Town for the actual roadway of the turning circle. The temporary turning circle shall be constructed in accordance with Schedule "C" of this Agreement. The Developer and the Town acknowledge that the block(s) conveyed to the Town for turning circles shall be reconveyed to the owners in the event that the street is connected in the future. Such conveyance and reconveyance of the block(s) shall be completed at no expense to the Town. A list of said blocks is included in Schedule "H" of this Agreement.

SECTION 9 – BUILDING AND ZONING RESTRICTIONS

9.1 Requirements for Building Permits

The approval of the Plan by the Town or the acceptance by the Town of the Works shall not be deemed to give any assurance that Municipal building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until all requirements hereinafter set out have been carried out to the satisfaction of the Town. It is agreed that a copy of this Section of the Agreement shall be delivered by the Developer to each and every Purchaser of Land within the Plan and to each and every Builder obtaining a Building Permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such Purchasers and Builders. The Town shall have the right to refuse any such application until:

- (a) Preliminary Acceptance has been granted for Stage 1 servicing for that phase of the Plan;
- (b) The Developer has provided sufficient documentation to the Town’s Engineer confirming that electrical distribution and street lighting and the remaining underground services, telephone, cable television, and gas are being scheduled for

installation; and will be completed within six (6) weeks of the date of issuance of the building permit;

- (c) Approval of the Town has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;
- (d) A certificate has been given by the Town’s Chief Building Official that the building location is in compliance with the zoning by-law of the Town;
- (e) Submission to the Town with every application for a building permit a Site Plan indicating the location of the proposed building and driveway, including driveway gradient (not to exceed 8%) on the site and indicating that the Consulting Engineer retained by the Owner agrees that the proposed building and lot will comply with the Grading Plans. The Certified Building Lot Site Plan will also indicate the elevation of the top of the foundation wall of the proposed building. Rain water leaders are to discharge directly on to the ground surface. No building permits will be issued until the Certified Building Lot Site Plan has been approved by the Town. Upon completion of foundation walls, submission of a certified copy of the “Surveyor’s Real Property Report” which is to include confirmation that the location and elevation of the top of foundation walls are in compliance with the approved Grading Plans. No framing work shall proceed until the above reports are submitted to the satisfaction of the Town.
- (f) The signs denoting “Unassumed Roads” have been installed at the entrances to the lands within the Plan;
- (g) All dead trees within the limit of the Plan have been removed;
- (h) All street identification and regulatory signs required by this Agreement have been installed and are in place;
- (i) Payment by the Builder to the Town of the Damage/Lot Grading Deposit as described in this Agreement;
- (j) With respect to repair of damage to the Works, in the event that the Developer fails to repair the damage to the Works when so instructed by the Town’s Chief Building Official or the Town’s Works Superintendent, the Town may, at its option, undertake the repair of such damage and all costs over and above the deposit shall be charged back to the Owner. A management fee of 15% of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out and shall be payable forthwith;
- (k) Payment to the Town by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Town at the date of application for a building permit; and
- (l) A Certified Building Lot Site Plan has been filed with the Chief Building Official of the Town pursuant to the requirements in this Agreement.

The Developer agrees that the preceding requirements as set out above are in addition to and not in substitution of the requirements of the *Ontario Building Code Act* 1992, S.O. 1992, c.23, as amended and regulations thereunder (“*Ontario Building Code Act*”) with respect to the issuance of Building Permits.

9.2 Requirements for Occupancy

No building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Town’s Chief Building Official and the said Certificate shall not be issued until:

- (a) Preliminary Acceptance has been granted for Stage 2 servicing for the phase of the Plan including the Lot or Block;

- (b) The electrical distribution plant has been installed and is ready for service as approved by Festival Hydro; and the street lights have been installed and are operational;
- (c) The traffic and street signs have been installed and approved by the Town;
- (d) The final grading plan of the Lot or Block is in conformance with the requirements of Section 7.5(c) of this Agreement;
- (e) The telephone lines, cable television and gas mains have been installed and approved by the Town;

The Developer agrees that the requirements as set out above are in addition to and not in substitution of the requirements of the *Ontario Building Code Act* with respect to certificates for occupancy.

9.3 Special Building Permits / Model Homes

Building permits are not obtainable until certain services are installed and approved by the Town. The Town agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in this Agreement, a permit may be issued provided the Developer or builder has executed a No-Occupancy Agreement in the form attached hereto as Schedule "I". The Town may require a deposit or Letter of Credit in the amount of Five Thousand Dollars (\$5,000) per dwelling unit as a guarantee of no-occupancy. In the event that the Developer fails to meet all the requirements for any building permit that is issued pursuant to the Developer's delivery of a No-Occupancy Agreement, the Developer hereby acknowledges and agrees that the deposit shall be immediately forfeited to the Town. Such failure to meet the requirements for any building permit shall constitute a breach of this Agreement and the Town may immediately draw down any security held under this Agreement to complete any work required or fulfill any other requirements for any model home that was built pursuant to this provision of the Agreement.

SECTION 10 – FINANCIAL PROVISIONS

10.1 Town's Legal and Engineering Costs

- (a) The Developer agrees to pay the Town's reasonable legal, engineering and administrative costs related to this Agreement and any of the Works related hereto. The legal, engineering and administrative costs to be paid by the Developer shall include but are not limited to the preparation and registration of this agreement, the checking of plans and specifications and supervision and inspection on behalf of the Town or as otherwise set out in Schedule "O" to this Agreement.
- (b) The Developer shall be invoiced regularly by the Town for all reasonable legal, engineering and administrative costs incurred by the Town with respect to this Agreement.
- (c) The Developer shall reimburse the Town for all reasonable legal, engineering and administrative costs incurred by the Town as referred to herein, within thirty (30) days of each billing, failing which the Town and its agents shall cease all work with respect to the review of the Plan.
- (d) The Developer agrees to deposit with the Town the amount of twenty-five thousand dollars (\$25,000.00) and maintain this to a minimum of five thousand (\$5,000.00) as deposit in respect of the Town's legal, engineering and administrative costs. Payment shall be made in the form of cash deposits with the Town. The deposit shall be retained by the Town as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer upon the final issuance of the Certificate of Final Acceptance of the Plan by the Town and the Town being satisfied, in its discretion, that all reasonable legal, engineering and

administrative costs referred to herein and any contingencies with respect to the Plan have been paid in full.

- (e) The Developer shall pay to the Town, on thirty (30) days written notice from the Town, such amount as is necessary to maintain the deposit referred to herein for legal, engineering and administrative costs at the sum of twenty-five thousand dollars (\$25,000.00), failing which the Town and its agents shall cease all work with respect to the review of the Plan.

10.2 Cash-in-lieu of Parkland

The Developer agrees to pay to the Town the amount, if any, specified in Schedule “P” attached hereto as a cash deposit in respect of cash-in-lieu of parkland in accordance with the provision of section 51.1 of the *Planning Act*, R.S.O. 1990 c. P.13, as amended.

10.3 Development Charges, Drainage and Local Improvement Charges

Development Charges shall be paid in accordance with the current Development Charges By-law of the Town at the time of application for each building permit.

The Developer agrees to pay for all arrears of taxes outstanding against the Lands forthwith and before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the Lands on the basis and in accordance with assessment and collector’s roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector’s Roll according to the Registered Plan.

Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, the Local Improvement Act, and the Municipal Act, including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the property on the Plan. Before the Plan is approved the Developer agrees to commute and pay the Town’s share of any charges made under the said Drainage Act, the said Local Improvement Act and the said Municipal Act presently servicing this property and assessed against it.

10.4 Securities

- (a) Prior to registering this Agreement, the Developer agrees to deposit with the Town the amount of one hundred percent (100%) of the estimated cost of all of the Works net of HST as described in the Itemized Estimate of Costs of Construction of Each Part of the Works set out in Schedule “E” attached hereto as security for the due performance of the Developer’s requirements and obligations set out in this Agreement.
- (b) The security deposit referred to above shall be in the form of cash deposits with the Town, irrevocable letters of credit or a combination of cash and Letter(s) of Credit. Performance Bonds are not accepted as securities.
- (c) All Irrevocable letters of credit that may be used as security as set out in this Agreement shall be issued by a Canadian Chartered Bank operating and having substantial presence in the province of Ontario in form and content acceptable to the Town expressed to be pursuant to this Agreement and payable to the Town at any time or in part from time to time upon delivery of a certificate by the Town that the Developer or its successor or permitted assigns is in default under this Agreement and shall be for a minimum guaranteed period of one (1) year or such longer time as the Town may decide. All letters of credit referred to in this Agreement shall contain the following clause:

“It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify

you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”

- (d) Unless each and every Letter of Credit is renewed as noted above, the Town shall have the absolute right to refuse to issue building permits and to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

The amount of security required by the Town is based on the estimated costs as provided by the Developer's Professional Engineer and described in Schedule "E" attached hereto. Prior to depositing the securities, the Developer's Professional Engineer shall submit an estimate of the cost of the Works to the Town for approval. When the cost estimate has been approved by the Town it will be set out in Schedule "E" of this Agreement and will become the basis for the amount of these securities.

- (e) The Town reserves the right to review the quantity of securities on the value of work remaining for the current or any subsequent phases and require an adjustment in securities based upon changes in site condition or expected construction costs.

10.5 Reduction and Release of Securities

- (a) Upon issuance of a Certificate of Preliminary Acceptance of any Work or part thereof by the Town, the Developer may file a written application to the reduction of the security on deposit and the application shall be submitted in the form described as the Application for Reduction of Security attached hereto in Schedule "J".
- (b) An application for the reduction of the security on deposit with the Town pursuant to this Agreement may be made no earlier than thirty (30) days after the commencement of construction of the Works and the Town may reduce the securities proportionally when parts of the Works required to be installed hereunder are completed and once the Town has granted the Preliminary Acceptance Certification of the Works.
- (c) An application for the reduction of the security on deposit with the Town shall include written confirmation from the Developer's Professional Engineer:
 - i. describing the Works constructed as at the date of the application and a calculation of the cost thereof;
 - ii. confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
 - iii. describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (d) The value of the reduction shall be determined by the Town's Engineer in his sole discretion who, upon receiving a completed application shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Town.
- (e) The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application. The Town reserves the right to limit the amount of security reduction to that of one hundred percent (100%) of the total cost of all outstanding or incomplete Works and that at no such time would the Town hold less security than the cost of completing the Works.
- (f) Subject to any outstanding deficiencies or contingencies, the Town throughout the maintenance period shall hold as security the greater of ten percent (10%) of the

estimate of the cost of all of the Works as set out in Schedule “E” or twenty thousand dollars (\$20,000.00).

- (g) Upon final acceptance of the Works by the Town and upon the Town being satisfied there are no construction liens affecting any of the Works, the Developer shall be entitled to have released all financial security then held by the Town under this Agreement. It is understood that the Developer shall not be entitled to receive final acceptance of any Road until a Certificate of Final Acceptance has been issued by the Town for the services under such road.

10.6 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services, it shall supply the Town with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Lands.

10.7 *The Construction Lien Act, R.S.O. 1990 c. C.30*

The Developer agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the *Construction Lien Act*, R.S.O. 1990, c. C.30, and will otherwise indemnify and save harmless the Town against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demands of the Town’s Solicitor will forthwith take such steps to immediately discharge all Liens upon the services.

Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said *Construction Lien Act*, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Town to draw on any or all of the security referred to in this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

10.8 Damage/Lot Grading Deposit

The Owner agrees to deposit with the Town at the time of building permit application, the amount of two thousand dollars (\$2,000.00) per dwelling unit on the lands within the Plan as a damage deposit related to lot grading compliance. Payment shall be made in the form of cash deposits with the Town or irrevocable letters of credit in form and content acceptable to the Town issued by a Canadian Chartered Bank operating and having substantial presence in the province of Ontario expressed to be pursuant to this Agreement and payable to the Town at any time or in part from time to time upon delivery of a certificate by the Town that the Developer or its successor or permitted assigns is in default under this Agreement. The security, less the sum of \$100.00, which is non-refundable and shall be retained by the Town, shall be released when the building has been constructed and occupied, an Owner’s Final Grading Certificate has been filed with and accepted by the Town’s Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject lot have been repaired to the satisfaction of the Town.

SECTION 11 – SPECIAL PROVISIONS

11.1 Acknowledgement of Special Provisions

The Developer and the Town agree that the provisions described as Special Provisions and set forth in Schedule “M” attached hereto form an integral part of this Agreement.

SECTION 12 – ADMINISTRATION

12.1 Partial Release

The Town has enacted Bylaw No. 73-89 which provides that the C.A.O / Clerk shall execute a partial release of this Agreement, which partial release shall be in the form described as Partial Release and attached hereto as Schedule “K”. The completion and registration of such partial release shall constitute a full and final release of the obligations of the Developer, with the exception of any exceptions specifically listed in the Partial Release and the lot grading requirements included in Section 7 of this Agreement, as established hereunder with respect to the lot named therein.

Notwithstanding the foregoing, the Town’s Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

12.2 Voiding Agreement

In the event that the Plan is not registered within one year from the date of the signing of this Agreement, the Town may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Town pursuant to this Agreement or any other agreement between the Developer and the Town referred to herein.

12.3 Developer’s Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Town”, unless specifically stated otherwise.

12.4 Phasing

- (a) The Town may instruct the Developer to construct the Works in particular phases suitable to the Town and the Developer must comply. If the Town does not so instruct the Developer, before commencement of any of the Works, the Developer may request the Town’s permission to divide the area into convenient phases.
- (b) If the construction of the Works is to be phased, then in lieu of furnishing securities as required by this Agreement for the whole of the Works, the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s).
- (c) Before proceeding with an additional phase the Developer shall obtain the written approval of the Town and no Works shall be permitted to be constructed or installed and no building permits issued until said approval has been given in writing by the Town.
- (d) Subject to Section 4.9 herein, commencement of construction within subsequent phases of the subdivision on the Lands, or other subdivisions of the Developer within the Town, may not proceed.

12.5 Developer’s Liabilities

Until the Town has issued the Certificate of Final Acceptance for the Works, the Developer on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, hereby covenants and agrees to indemnify and saves harmless the Town from all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the actions, performance, negligence or non-performance of the Developer, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant and project manager during the development of the lands within the Plan (the Lands) and the construction,

maintenance or the improper or inadequate construction, installation and/or maintenance of the Works or any act or omission of said parties while undertaking the Plan.

12.6 Insurance

- (a) The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Town Clerk. The form and content shall be subject to the approval of the Town.
- (b) The Developer shall provide and maintain Commercial General Liability insurance subject to limits of not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury, death and damage to property, including loss of use thereof. Such policy or policies shall be issued in the joint names of the Developer and the Town.
- (c) The Developer shall provide and maintain liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property include loss of use thereof.
- (d) During construction and maintenance periods the Developer shall ensure any person providing professional service in connection with the lands within the Plan, including its professional consultants, architects, planners and Professional Engineers, provide and maintain Professional Liability insurance coverage until Final Acceptance of Works has been granted by the Town and for five (5) additional years following Final Acceptance of Works. The Town reserves the right to request the Developer to provide the Town with evidence of such insurance coverage.
- (e) Such insurance policies shall include a provision that requires the insurance company to provide the Town with thirty (30) days' notice of termination of such policy.
- (f) The policies shall be in effect for the period of this Agreement including the two year period of guaranteed maintenance.
- (g) The issuance of such policies of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which it may be held responsible.
- (h) As determined by the Town, the Developer may be required to provide and maintain additional insurance coverage(s), which are related to the development of the lands within the Plan.
- (i) The Developer shall provide the Town with a Certificate of Insurance evidencing such insurance coverage prior to the execution of the Agreement. If requested by the Town, the Developer shall provide Certified Copies of the referenced insurance policies from time to time as may be requested.

12.7 Notice

Any notice required to be given herein shall be in writing and may be delivered personally or by registered mail and, if to the Town, shall be addressed to the Office of the Town Clerk at 175 Queen Street East, P.O. Box 998, St. Marys, Ontario, N4X 1B6 or at such other address at which the Town offices are located in future and, if to the Developer or its agent, at the addresses as the Developer may advise the Town and if no address is provided by the Developer to the Developer at his principal place of business and shall be effective as of the date of personal delivery or forty-eight (48) hours after it is deposited in the Post Office.

12.8 Registration

This Agreement may be registered at the sole discretion of the Town against the Lands and all costs associated with the said registration shall be the responsibility of the

Developer. The covenants, agreements, conditions and understandings herein contained on the part of the Developer shall run with the land and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

12.9 Deemed Authorization

Execution of this Agreement shall be deemed to be authorization by all parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.

12.10 Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer, including but not limited to any Charges, to the extent of their interest in the Lands so that notice of this Agreement shall be registered in priority to any such charge.

The Developer further agrees to ensure that the encumbrancers enter into a Postponement Agreement and consent to the registration of same against the title to the Lands as applicable, the said Agreement to be in a form acceptable to the Town in the Town's sole discretion. The steps required to obtain said Postponement Agreement and the cost of the preparation and registration of said Postponement Agreement shall be the sole responsibility of the Developer.

12.11 Right to Enter into an Agreement

The Developer for itself and its successors and assigns, covenants and agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded by the Town as a complete and conclusive estoppel of any such right against the Developer in any action or proceedings.

The Developer acknowledges that the Town is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Town is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the Owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Town may lawfully change them.

12.12 No Municipal Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called "such person"), any rights against the Town or the Town's Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Town to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

The only duty and responsibility of the Town's Engineer arising out of this Agreement is to the Town and this Agreement. Any work or services done or performed by the Town's Engineer under this Agreement do not in any way create any liability on the part of the Town's Engineer to the Developer or any person acquiring any interest in the land within the Plan.

12.13 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Town, which consent may not be unreasonably withheld.

12.14 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Town's Chief Administrative Officer or designate shall decide which provisions shall prevail.

12.15 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

12.16 Amendment

Without in any way limiting the rights of the Town, the Developer agrees that the Town may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

12.17 Changes to Agreement in Writing

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Developer and the Town pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Developer and the Town as fully and to the same extent as if set out herein.

12.18 Subsequent Parties and Gender

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Developer are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

12.19 Schedules

Schedules "A" through "P" as described in the index to this Agreement and as attached hereto form part of this Agreement.

12.20 Paragraph Headings

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

12.21 Prior Agreements

The parties hereto agree that this Agreement is further to and does not replace or revoke any prior agreements.

12.22 Authorities

Nothing in this Agreement constitutes a waiver of the obligation of the Developer to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town, or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.

12.23 Further Assurances

The Developer agrees that it shall and will, on the request of the Town, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

12.24 Right to Contest

The Developer shall have the right to contest the reasonableness of the amount of any of the Municipality's expenses in respect of which the Developer is required to reimburse the Municipality pursuant to this Agreement provided that such right must be exercised by written notice to the Municipality within six (6) months after the Developer has been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefore. A court of competent jurisdiction shall determine which party shall pay the costs associated with any such challenge.

SECTION 13 – SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

SIGNED, SEALED AND DELIVERED

(THAMES CREST DEVELOPMENT CORP.
(
(_____
(Name: XXXXXX
(Title: XXXXXX
(Date of Signature: _____
(I have the authority to bind the Corporation.

(THE CORPORATION of THE TOWN OF
(ST. MARYS
(
(_____
(Al Strathdee, Mayor
(Date of Signature: _____
(
(_____
(Jenna McCartney, Clerk
(Date of Signature: _____
(We have authority to bind the Corporation

THAMES CREST DEVELOPMENT CORP. CONTACT INFORMATION:

Contact Person: XXXXXX

Address: XXXXXX

Telephone: XXXXXX

Cell: XXXXXX

Facsimile: XXXXXX

Email: XXXXXX

SCHEDULE “A” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

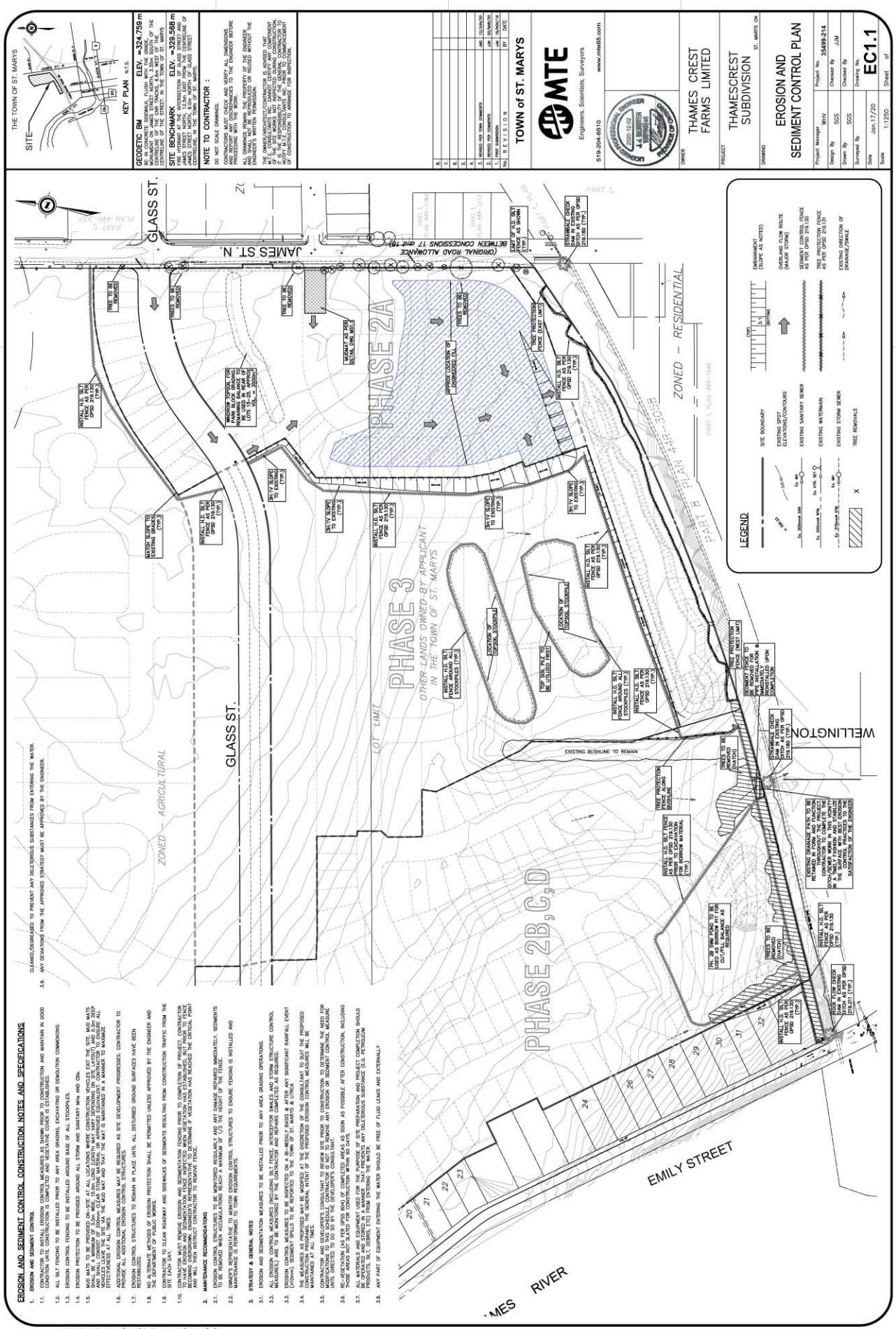
DESCRIPTION OF LANDS BEING SUBDIVIDED

All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Town of St. Marys, in the County of Perth and Province of Ontario and being composed of Part of Lots 15 and 16, Concession 17 (Blanshard), Town of St. Marys.

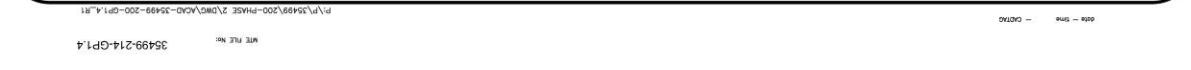
Property Identifier Numbers (PIN): part of PIN’s 53235-0443(LT) and 53235-0445(LT)

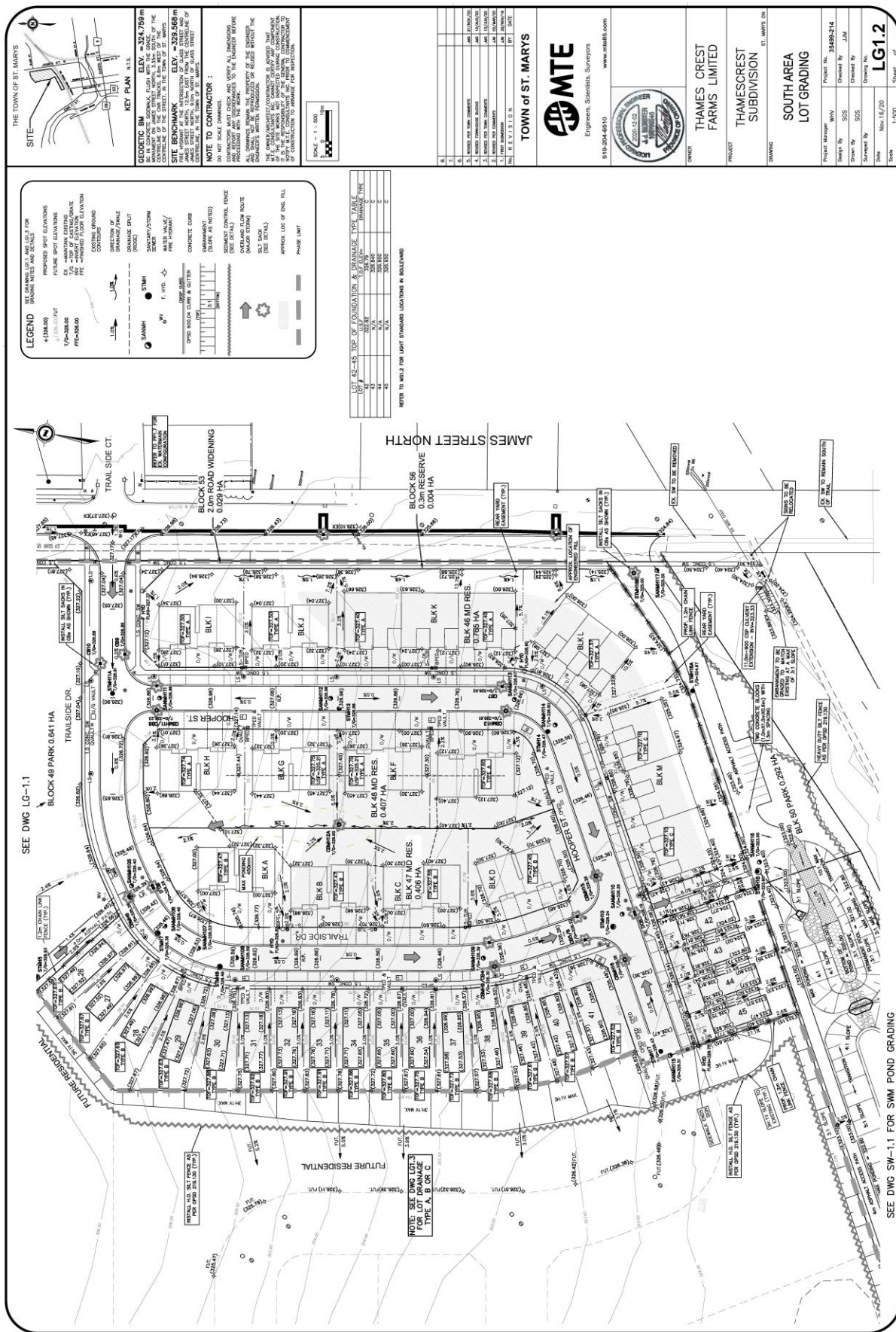
SCHEDULE “C” OF THE AGREEMENT

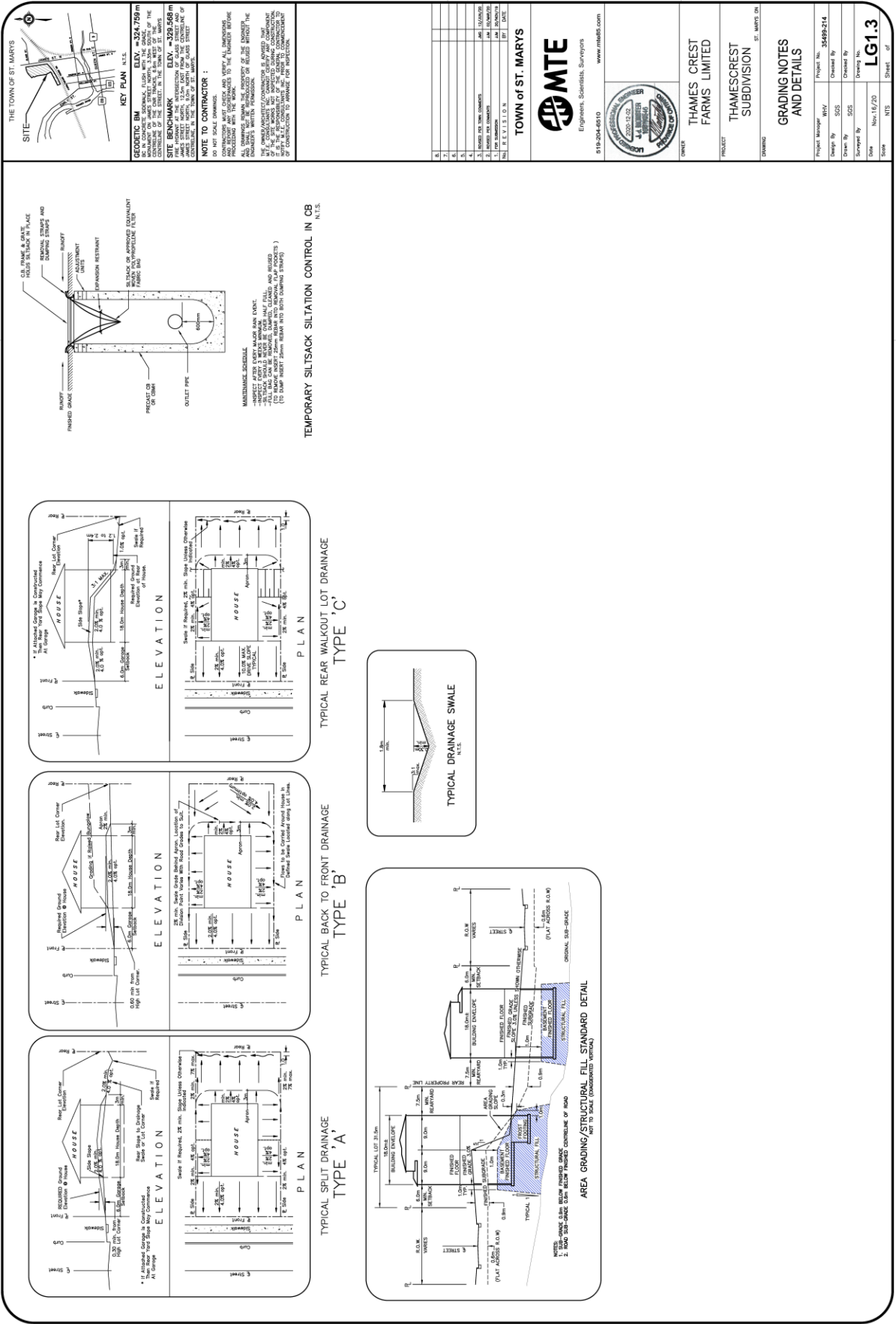
Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.



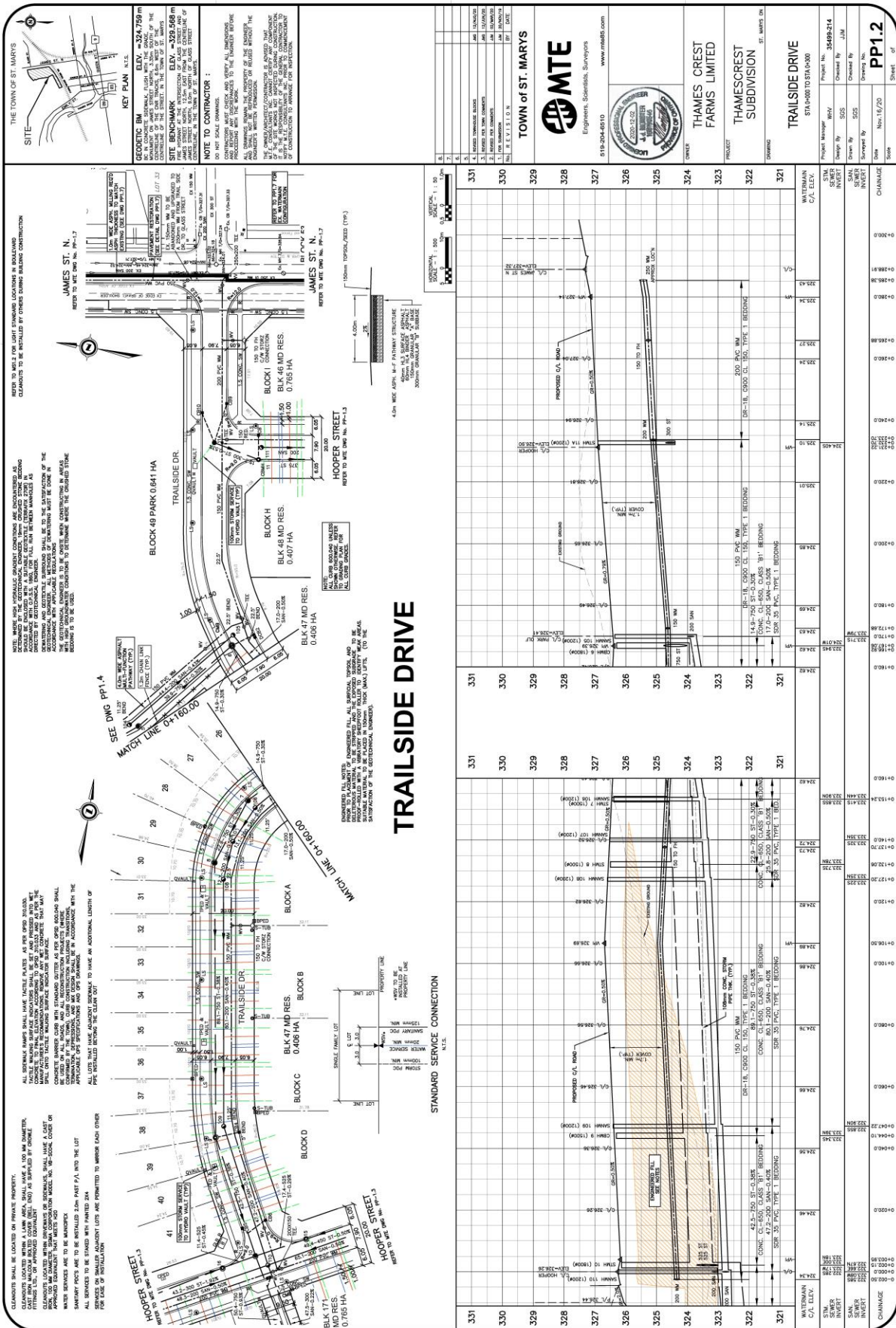
Thames Crest Ph2 - Sub Agree FINAL (Dec 3, 2020)

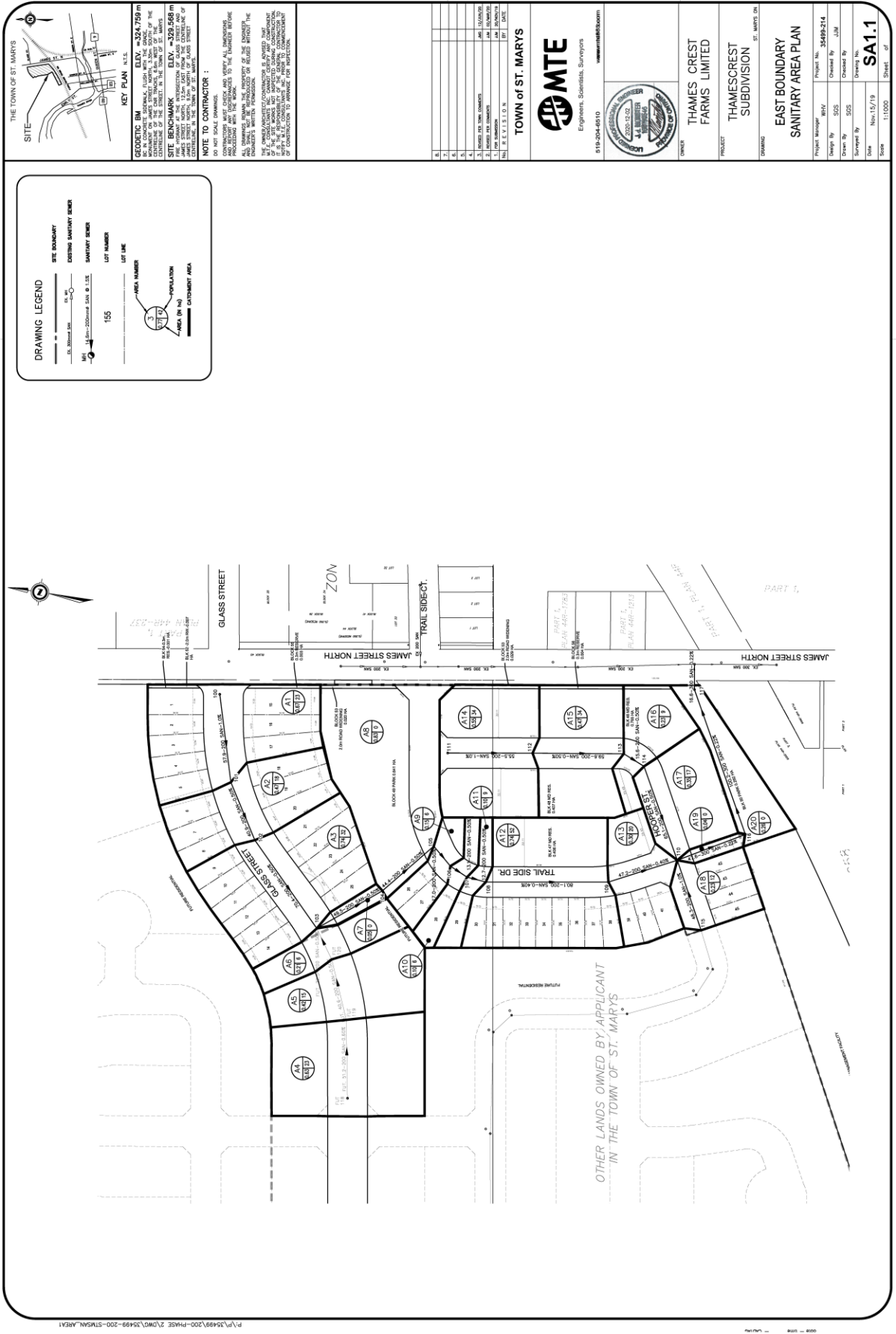


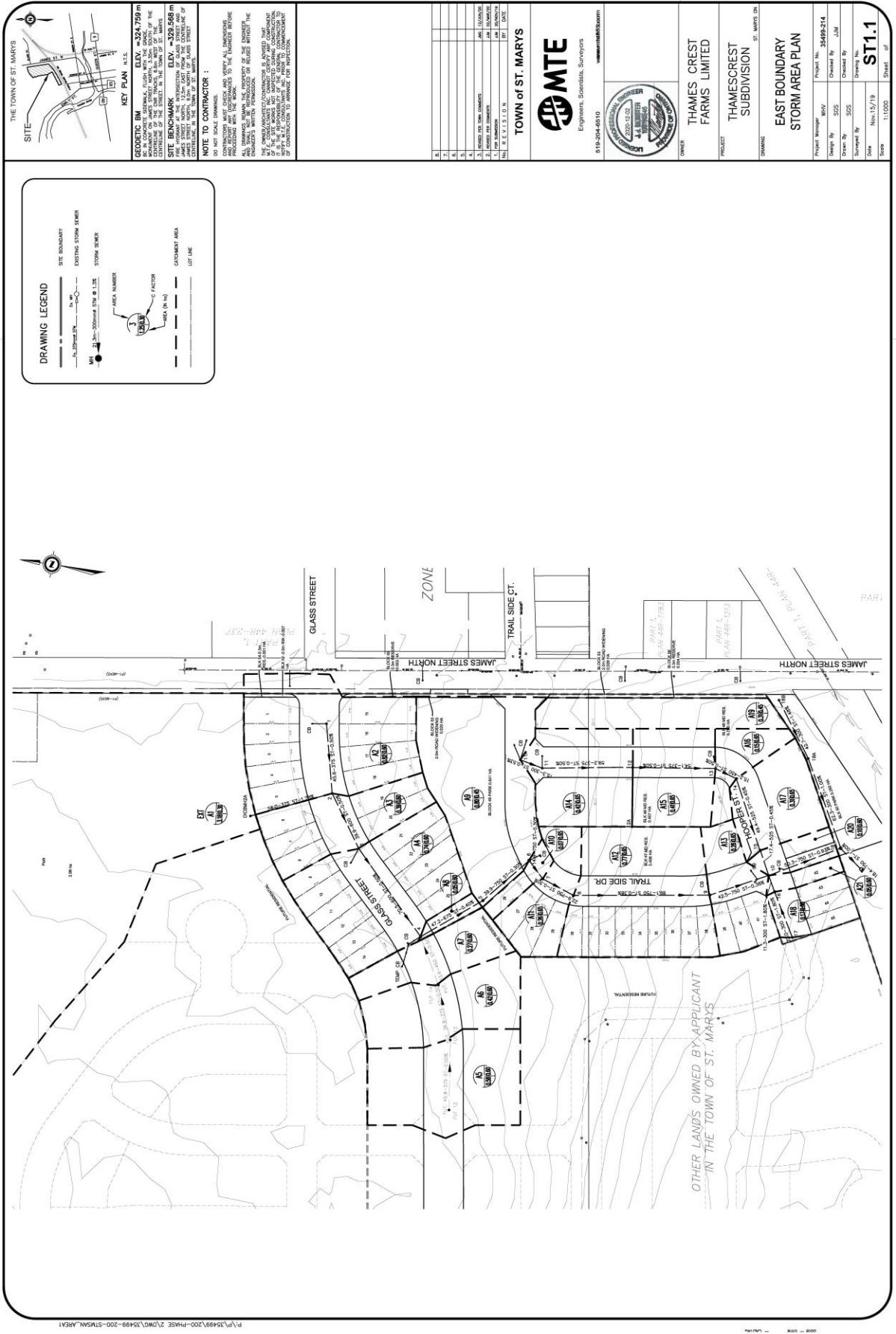


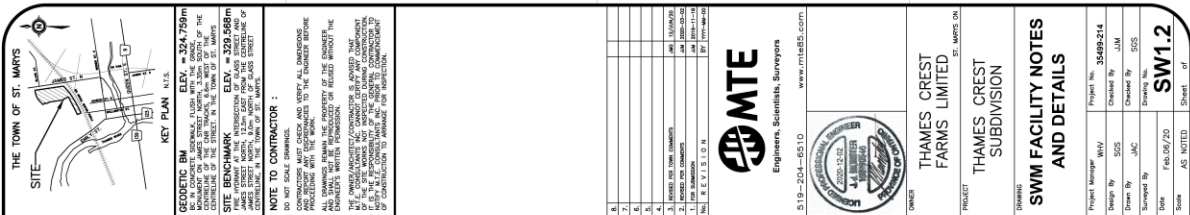


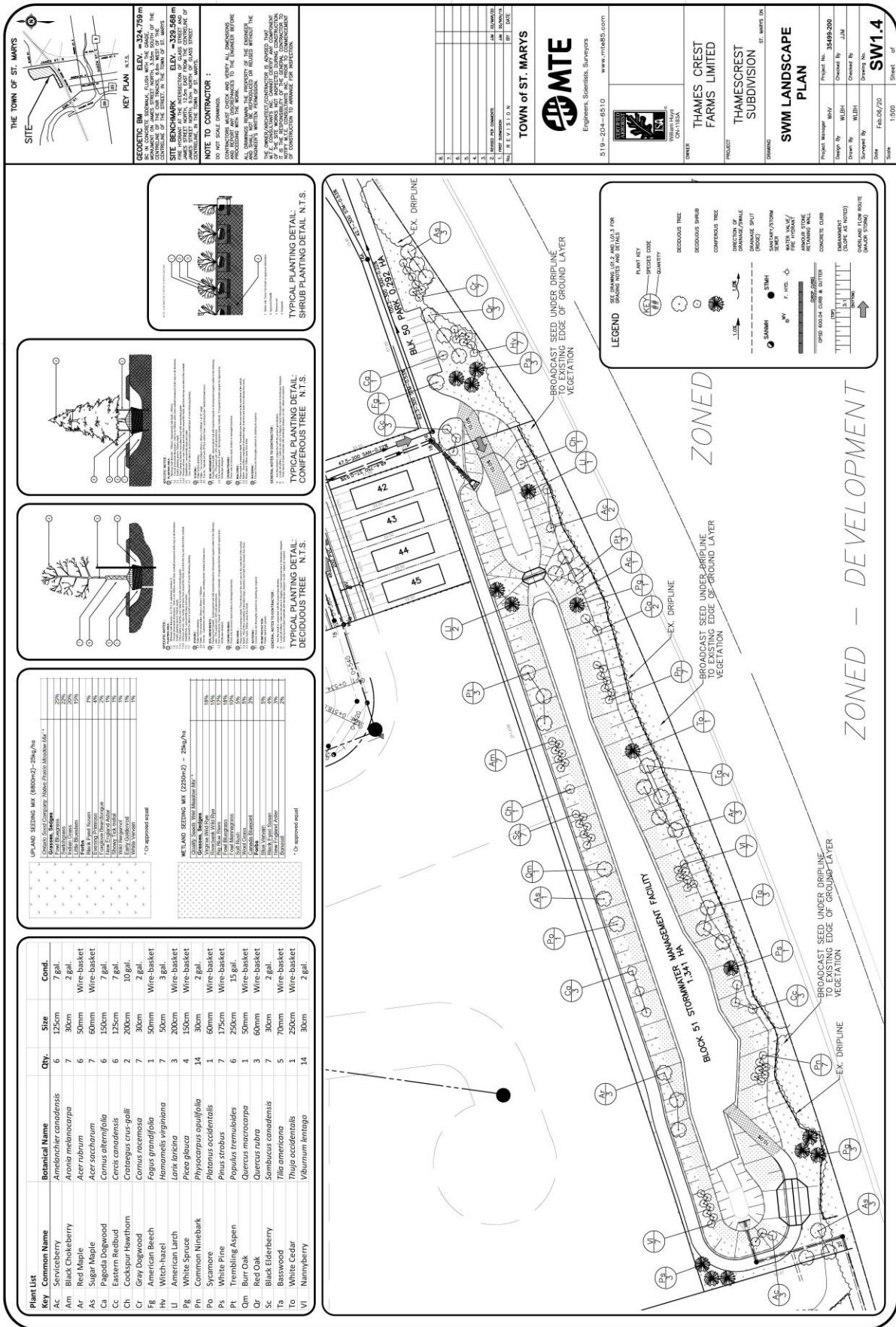
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THE CORPORATION OF THE TOWN OF ST. MARYS

ENGINEERING DESIGN GUIDELINES AND SUPPLEMENTAL SPECIFICATIONS FOR MUNICIPAL SERVICES

Municipal Operations Centre
408 James Street South, P.O. Box 998
St. Marys, ON N4X 1B6

Revision No.: 1.2
May 3, 2017

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GENERAL INFORMATION

INTRODUCTION

The purpose of this document is to outline the minimum design requirements, and to facilitate the design and construction of municipal services by engineers, developers, and contractors who work on both existing and future municipal road allowances, municipally owned property, and municipal infrastructure within the Town of St. Marys (Town).

These standards should be read in conjunction with the standard engineering practice as established by the Ministry of Environment and Climate Change (MOECC) and the Ministry of Transportation (MTO) together with regulations, the current drinking water license, drinking water works permit, design manuals and guidelines of the Municipal Engineer's Association. Unless superseded by the Town's Design Guidelines specific standard drawings and specifications from the Ontario Provincial Standards Specifications and Ontario Provincial Standard Drawings shall be used as reference for individual details (OPSS, OPSD).

Specifications and design criteria may be revised from time to time as considered necessary by the Town. It is the responsibility of the engineer responsible for the design to ensure that such design complies with the latest revision of the Town's "Engineering Design Guidelines". The Engineer responsible for the design shall familiarize themselves with the Town's requirements and supplemental specifications.

A pre-consultation meeting with Engineering and Planning staff to discuss preliminary concerns prior to commencement of the engineering design is strongly encouraged.

ENGINEERING REQUIREMENTS FOR DRAFT PLAN APPROVAL

Functional Servicing Report

A Functional Servicing Report (FSR) shall be submitted to the Town for review and acceptance. The FSR shall be presented in a readable, comprehensive and professional manner. The FSR shall be prepared, signed, and sealed by a professional engineer licensed in the Province of Ontario. The objective of an FSR is to demonstrate the adequacy of the existing and proposed servicing systems to satisfy the demands of a proposed development. The FSR shall provide the conceptual framework for water distribution, sanitary sewers and storm drainage for the proposed development and include, but may not be limited to, the following:

- a) Description of proposed development
- b) Water Supply
 - Existing Conditions

- Proposed Conditions – A preliminary water distribution analysis to verify that the proposed watermain extension will not adversely affect the Town system's ability to maintain a minimum residual pressure of 140 KPa under maximum day demand plus fire flow conditions.
- c) Sanitary Sewers
 - Existing Conditions
 - Proposed Conditions – Preliminary calculations for sanitary sewer effluent
- d) Conceptual Storm Water Management (SWM) Plan
 - Existing Conditions
 - Proposed storm drainage and preliminary storm water management plan
 - Pre and post development grading plans including flood lines and overland flow routes
- e) Utilities
 - The FSR shall confirm that the proponent has held preliminary discussions with the various utility providers to confirm that sufficient infrastructure and capacity is available for extension to the area.
- f) Transportation
 - Preliminary road profile information.
- g) Conclusions

As a minimum, two (2) hard copies and one (1) electronic copy of the FSR are to be submitted along with the following information:

- a) Draft Plan
 - The Draft Plan shall be in accordance with the Town's Planning Department requirements. A reduced copy of the draft plan as well as a full size copy (folded) shall be included in the FSR.
- b) Contour/Drainage Plan
 - This plan shall be at a scale of no larger than 1:1000 showing contour lines at sufficient intervals to permit the assessment of existing surface drainage patterns. This plan is to extend to the limits of the drainage area to be served by the proposed sanitary and storm sewer systems, including a minimum of 30m beyond the boundaries of the subdivision, or as required by the town. All elevations and coordinates are to refer to Georeferenced Datum (NAD83, Zone 17).
- c) Conceptual Grading Plan
 - This plan shall be at a scale no larger than 1:1000 showing a general outline of proposed grading, including overland flow routes.
- d) General Servicing Plan
 - This plan shall be at a scale no larger than 1:1000 showing the proposed municipal services and their connection to existing systems, including outlets. Direction of flow shall be indicated on all sewers. This plan is to be accompanied by preliminary engineering calculations indicating the quantity of flows at the connection to existing systems and/or at proposed outlets.
- e) Functional Traffic Study (FTS)
 - Unless an exemption is provided by the Town, a FTS shall assess the potential effects of traffic caused by the proposed development on the transportation network and shall identify the total transportation improvements needed to ensure that the transportation system will operate at an acceptable level of service upon completion of the proposed development. The study should also evaluate the proposed internal network and shall provide information on estimated AADT for road segments, warrants for all-way stops and traffic signals on internal intersections, analysis of on-street and off-street parking, and description of opportunities for traffic calming. The study shall also clarify daylight triangle dimensions for the varying hierarchy of intersections.
- f) Soils Report/Geotechnical investigation
 - This report shall examine subsurface conditions such as soil type, groundwater levels, depth of bedrock, soil bearing capacity and infiltration rates for percolation (when applicable). The report shall recommend pavement structure. The report shall address the suitability of native soils, excavated and/or imported materials for roadway construction, trench backfill and building foundation construction. The report shall be accompanied by a scale plan of the subdivision showing the test pit or borehole locations.
- g) Tree Inventory and Preservation Report
 - When requested by the Town, a Tree Inventory and Preservation Report shall be prepared by a certified arborist or licensed landscape architect. This report shall clearly identify the species, quantity, size, height, and condition of all existing plant material exhibiting a diameter of 50mm or greater. The location of the existing plant material is to be surveyed and located on the plan. The extent of the Survey shall be minimum of 10m beyond the limits of the site. Specifications for the construction and post-construction preservation of plant material shall be provided.

h) Additional Reports

- Additional reports may include studies regarding acoustic/noise issues, environmental matters, and archeological assessments.
- All drawings submitted with FSR shall identify scaling and provide scale bar.

ENGINEERING REQUIREMENTS FOR FIRST SUBMISSION

Engineering submission packages are to be submitted in **full** to the Town along with the completed application form and all applicable fees in accordance with the Town's current fees and charges. The engineering submission shall contain the following information:

- A declaration from the Developer's Engineer showing that they have been retained to design and review the construction of the works,
- Two copies of the approved Draft Plan,
- Two copies of the proposed plan for registration showing all blocks, easement locations, and lots,
- Two complete sets of engineering drawings. All plans must be complete, legible, and concise regarding the materials, methods and details of construction. A complete set of drawings includes the following:
 - Cover Page
 - General Notes
 - General Plan of Services
 - Plan/Profile for each Street
 - Grading Plans
 - Lot Grading Details
 - Erosion and Sediment Control Plan
 - Erosion and Sediment Control Details
 - Storm Drainage Area
 - Stormwater Management Plan
 - Landscape and streetscape Plan
 - Utility Coordination Plan
 - All other drawings pertinent to the design
 - All plans submitted shall be digitally prepared and printed on standard size 600 mm by 900 mm (24"x36") sheets.
- Two copies of the following engineering reports:
 - Water Supply and Distribution Report – providing calculations to support the design of the supply and distribution works including main sizes, fire flows and anticipated flows from domestic and other uses in support of a MOECC Form 1
 - Sanitary and storm sewer calculations on standard design sheets
 - Stormwater Management Report and related Operations & Maintenance Manual
 - Soil report/geotechnical investigation
 - Transportation and Traffic Impact Study as required
 - Noise and Vibration Report as required
 - Tree Inventory, Assessment and Preservation Plans as required
- Two copies of any additional study or report deemed necessary to support the design of the works.
- All drawings are to include a scale bar

OTHER APPROVALS

Depending on the nature and location of the development proposal within the Town, the developer may be required to obtain additional approvals from a number of agencies including but not limited to the Ministry of the Environment and Climate Change, Upper Thames River Conservation Authority, Ministry of Transportation, Ministry of Natural Resources, Department of Fisheries, Health Unit, Town of St. Marys Risk Management Official for Source Water Protection and the County. It is the responsibility of the developer to provide the Town with written documentation detailing its application to the various authorities and copies of approval documents from these regulatory agencies.

Additionally, the developer shall provide a complete MOECC Form 1 – Record of Watermains for any addition to, or alteration of Town owned water distribution systems.

PREPARATION OF DEVELOPMENT AGREEMENT

The developer shall be required to enter into a Subdivision or Development Agreement with the Town. A standard form of that agreement is available from the Town for any developer's review. Certain fees, deposits, and charges will apply and will be outlined within the agreement.

Upon initiating the agreement process, the Developer shall provide the Town with the following:

- Current PIN for applicable property
- A written request to finalize agreement including any associated fees.
- MOECC Environmental Compliance Approval (ECA) for Town services to be constructed for the proposed subdivision and any other permits and approvals required by other agencies, if required.
- Name of the person, company and mortgagees with whom the Development Agreement will be executed.
- Legal description of the subdivision based on the Draft Plan.
- Two full size and two legal size copies of the proposed final plan for registration complete with street names, lot numbers, surveyor's certificate, owner's certificate, and all other pertinent information required by the Registry Office.
- Two full size and two legal size copies of the registered Reference Plans for any easement to be granted to the Town.
- Digital copies of all plans for registration
- Two copies of a detailed cost estimate of all services to be constructed for the subdivision. The estimate shall be used as a basis for calculation of the security to be posted for the development. The cost estimate shall be signed and sealed by a professional engineer. The estimate shall include cost of services and landscaping, all miscellaneous expenditures, and allowances for contingencies and engineering fees. The estimate must be supported by a suitable breakdown including estimated quantity, unit price, and total under the following headings:
 - Roads (to top of base course, surface course, and curbing)
 - Storm Sewer System
 - Water Distribution System
 - Sanitary Sewer System
 - Streetlights
 - Signs/Barricades
 - Sidewalks
 - Fencing
 - Boulevard Landscaping
 - Grading
 - Parkland improvements
 - Tree Planting
 - Engineering and Inspection
 - Contingency allowance
- A proposed timetable for construction of services and proposed staging plans.
- Two full size and two legal size copies of all approved engineering plans for the works to be constructed.
- Financial security in a form satisfactory to the Town. Specific requirements related to release of securities will be identified in the development agreement.

The engineering drawings shall be approved by the Town prior to the finalization of the Development Agreement Schedules. The final agreement will be prepared by the Town and will be signed and executed only after receipt of all required payments and securities to the satisfaction of the Town.

COMMENCEMENT OF CONSTRUCTION

The following shall be considered pre-requisites to the commencement of construction:

- All construction permits/approvals in place,
- Delivery of the approved engineering, landscaping, and electrical drawings,
- Delivery of all forms of consent, securities and payments as provided for in the development agreement,
- Execution of all deeds and easements for lands to be given to the Town and other public agencies,
- Delivery of one copy of the signed contract between Contractor and Owner including construction specifications and prices.
- Registered Draft Plan
- The scheduling of a preconstruction meeting will be completed. Prior to the meeting, the Developer shall ensure that the Town is in receipt of the following information:
 - a. The names of the proposed contractor and any sub-contractors,
 - b. The Contractor's list of suppliers,
 - c. The required Letter of Credit must be posted with the Town,
 - d. Proof of insurance in a format acceptable to the Town,

- e. Any other information as required by the Town or as specified in the Development Agreement.

PRELIMINARY ACCEPTANCE OF THE WORKS

Unless defined otherwise in the Development Agreement, the term “Preliminary Acceptance” shall be used to describe the date when the services are complete and acceptable to the Town subject to the maintenance requirements pursuant to the terms and conditions of the agreement.

Preliminary Acceptance must be requested by the Developer in writing. The dates for all certificates shall be established by the Town.

When the services are completed and cleaned to the satisfaction of the Developer’s Engineer, he/she shall advise the Town, in writing, that the work is completed and shall request an inspection be completed by the Town. Additionally, the developer shall provide the Town with the following:

- As-recorded full size set of plans for the subdivision, together with digital copies thereof including NAD83 ESRI Shape files, PDF files and AutoCAD;
- A statutory declaration that all accounts for material, labour and equipment employed for installation of the services are paid in full;
- Testing and construction review reports as requested; and
- A certificate from the Consulting Engineer, certifying that the services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Town subject to any variation or amendment as approved in writing by the Town.
- CCTV inspection of sewers

As soon as possible after the receipt of an application for Preliminary Acceptance of any Works, the Town shall inspect the services, and shall either furnish the Developer with a list of the deficiencies, if any, or shall provide Preliminary Acceptance in writing. If the Town furnishes the Developer with a list of deficiencies for the works, the Developer shall correct those deficiencies and notify the Town when those deficiencies are being corrected so the Town may be in attendance. The Town shall only give the works Preliminary Acceptance upon being satisfied that those deficiencies have been corrected. When all deficiencies have been corrected to the satisfaction of the Town, a report shall be forwarded to Council (“Preliminary Acceptance”) recommending a date for the commencement of the maintenance period.

MAINTENANCE OF WORKS

The Developer shall maintain at its sole risk and expense all works installed until Final Acceptance is given including the following:

- Vacant land within a Plan of Subdivision is left in the condition acceptable to the Town;
- Respond to any drainage issues/flooding occurring throughout the Subdivision and provide the necessary works required to alleviate the drainage issues/flooding; and
- Reinstate any faulty workmanship or materials or any damage to the services occurring during the construction of works or buildings on the lands.

FINAL ACCEPTANCE

The Developer may apply for Final Acceptance of the services upon the expiry of the two-year warranty period following from the date of Preliminary Acceptance of the services. Before applying for Final Acceptance, the Owner shall:

- Clean all roads, sidewalks, sewers, manholes, and catchbasins so they are free of sediment, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- Rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to retaining walls, curbs, water boxes, sidewalks, roadways, walkways.
- Rectify, clean out, and repair damages to the stormwater management facilities, and confirm to the Town these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- Comply with and pay all outstanding work orders that the Town may have concerning repairs.

When the Developer is satisfied that the work is complete and acceptable, he/she shall advise the Town, in writing, and request a final inspection by the Town. When all work is completed to

the satisfaction of the Town, a report shall be forwarded to the Council recommending “Final Acceptance” of the works.

In addition to the requirements set out above, prior to final acceptance the Developer shall provide the Town with the following:

- Copy of a statutory declaration that all accounts for works related to the Public Services, services and materials supplied have been paid, except any construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such works, services or materials supplied for or on behalf of the Developer;
- Written confirmation from a construction trade newspaper, as defined by the Construction Lien Act, that a copy of a Certificate of Substantial Performance of the Works have been published in accordance with the requirement of that Act.;
- A certificate from the Developer’s Consulting Engineer, certifying that all works (i.e., SWM, servicing, structures and retaining walls, etc.) have been constructed in general conformity to the plan and are structurally sound;
- A SWM Operational Manual for the works specific to the Lands;
- A monumentation plan and a certificate by an Ontario Land Surveyor stating that all Standard Iron bars have been found or re-established and that there are no encroachments into Town right-of-ways or municipal easements;
- All CCTV inspections of all sewer lines including colour video record in CD format and a printed report.

FORMAL ASSUMPTION

“Assumption” of a subdivision shall be the date on which the Council of the Town of St. Marys agrees by By-Law that all the conditions of the subdivision agreement have been fulfilled and all maintenance requirements have been completed.

ROADWAYS

CLASSIFICATION

In general, all roadways in new developments shall be classified according to the traffic volume expected and to the intended use of the roadway with consideration given to the current Official Plan. Roadways shall be classified as either Local or Collector but may include arterial. The proposed classification of all streets shall be confirmed with the Town prior to the commencement of the design and typically prior to finalization of the draft plan.

Design criteria for Local and Collector roads is provided below. For arterial roadways, design criteria shall be based on discussions with the Town.

GEOMETRIC DESIGN ELEMENTS

The typical road allowance cross-section shall be designed and constructed as per the appropriate standard drawing. Geometric design elements of the roadway shall generally comply with the following:

Geometric Detail	Local Road	Collector Road
Right-Of-Way Width	20 m	26 m
Design Speed	50 km/hr	60 km/hr
Minimum Safe Stopping Distance	65	85
Minimum Visibility Curves on Crest - K	12	15
Minimum Visibility Curves in Sag - K	8	12
Minimum Centerline Radii	90 m	115 m
Pavement width (face to face of curbs)	8.5 m	10.0 m
Pavement Crossfall	2%	2%
Minimum Grade	0.5%	0.5%
Maximum Grade	6.0%	6.0%
Maximum Grade for Through Roads at Intersections	3.5%	3.0%
Intersection Angle	70°-90°	70°-90°

Minimum Tangent Length Between Reverse Curves	30 m	30 m
Minimum Tangent Length for Intersection Approaches	30 m	45 m

Horizontal Curves and Vertical Curves

Horizontal alignment is to conform to the requirements as outline above. In general “right angle bends” will only be permitted on local streets.

All grade changes in excess of 1.0% shall be designed with vertical curve as outline in the current Ministry of transportation – Ontario publications. The minimum visibility curves to be use are outline in the geometric details elements for each roadway classification. The minimum tangent length of any road grade shall be 9 m.

Back Slope at Intersecting Streets

At all street intersections the normal cross-fall of the major street shall not be interrupted by the crown of the minor street. A two or three percent back slope shall be provided on the minor street at the street intersections, except those controlled by traffic signals. This back slope shall continue to the end of the curb return radii to facilitate proper drainage of the intersection. Overland flow routing of storm drainage though the intersection must be maintained.

Geometric Intersection Design

Property day lighting at all intersection quadrants shall be included in the road allowances in accordance with the following dimensions:

Road Classification	Intersecting Road Class	Daylighting Triangle Dimensions	Curb Radii (m)
Local	Local	5.0	9.0
	Collector	7.5	9.0
	Arterial	15.0	10.0
Collector	Local	7.5	9.0
	Collector	10.0	12.0
	Arterial	15.0	15.0

Cul-de-Sac and Bulbs

Permanent cul-de-sacs shall be constructed in accordance with the details provided on the Town’s standard drawing. Minimum gutter grades of 1% shall be maintained along the flow line of the gutters around the cul-de-sac. The design of the road grade shall be such that the drainage is directed away from the end of the cul-de-sac and towards the beginning of the bulb area where catch basins are to be located. The minimum radius for any cu-del-sac shall be 15m measured to the edge of pavement.

Location of Utilities and Community Mail Box Requirements

The location of utilities within the road allowance shall be as detailed on the Town’s typical cross-section. Utility drawings shall be submitted to the Town for review and acceptance of the proposed utility locations.

All utility wiring is to be housed underground or direct buried. Hydro transformers are to be housed in suitable enclosures and mounted on transformer pads installed at the final elevation of the adjacent ground. The location of transformer pads shall be based on discussions with the Town with consideration to the Town’s standards.

In general, community mail centres and/or individual super mailbox sites shall be placed in locations specified by Canada Post. These locations are to be indicated on the engineering drawings.

ROAD PAVEMENT DESIGN

All pavement design shall be supported by a Geotechnical Report prepared by a Professional Engineer. The report shall include a recommended pavement design, as required to support the anticipated traffic loading, and be based on results of subsurface soil testing.

Pavement design shall not be less than the Town’s minimum standard as shown in the following table:

Road Classification	OPSS Granular “B” Sub-Base (mm depth)	OPSS Granular “A” Base (mm depth)	HL4 Asphalt Base Course (mm depth)	HL3 Asphalt Surface Course (mm depth)
Local	300	150	40	40
Collector	375	150	50	40
Arterial	450	150	100	40

Prior to the placement of asphalt after November 1st of any calendar year, the developer shall obtain specific approval from the Town on a day to day basis.

SUBDRAINS

In general, 150 mm diameter pipe sub-drain shall be provided under all curbs and gutters. Deviation from this standard may be considered by Town’s staff if supported by a report from a qualified soil consultant. Sub-drains shall be perforated, corrugated, polyethylene Big “O” Boss 2000, or Corrugated Steel Pipe with geotextile other than the 2m section of sub-drain immediately upstream of all structures, which shall be non-perforated pipe. Filter wrap shall be non-woven type Class 1 with Filter Opening Size (FOS) of 130-100um. Sub-drains shall be bedded in a 300 mm x 300 mm granular trench below the underside of the Granular ‘B’ at each edge of the subgrade.

CONCRETE CURB AND GUTTER

Concrete barrier curb with standard gutter as per OPSD 600.040 shall be used on all roads, and all reconstruction projects (where confirmed by the Town). Curb Construction including transitions, termination, depressions, and mix design shall be in accordance with the applicable OPS specifications and OPS drawings.

If curb and gutter is installed before surface coat of asphalt, all curb and gutter is to be protected from damage from heavy equipment and vehicles. Prior to final acceptance, all curb blemishes will be rectified by removing and replacing an appropriate section of curb to the nearest joint (at the discretion of the Town).

Concrete curb at catch basins to be installed as per Catch Basin Lid Support and Curb Detail standard drawing.

Two stage curb will not be permitted.

SIDEWALKS AND WALKWAYS

All sidewalks are to be with a minimum of 1.5 m wide 140 mm thick concrete (exposure class C-2), constructed in accordance with the appropriate OPS specifications. Wider Sidewalks may be required in high pedestrian areas and/or where required by the Town. The location of the sidewalk(s) shall be confirmed with the Town prior to commencing the detailed design and in general sidewalks shall be located on the “Downtown side of the street” and the exterior side for crescents. All local streets and cul-de-sacs (more than 12 lots) shall have a sidewalk on one side with all other streets requiring sidewalk on both sides and are to be continuous through all driveways including industrial, commercial and institutional driveways. Walkways are to extend through sidewalk and terminate at curb depression.

Sidewalk ramps are to be installed in accordance with the appropriate OPS drawings and all designs must satisfy the requirements of the applicable provincial legislation for accessibility. The crossfall for all sidewalks shall be a minimum of 2% and a maximum of 4%, with no steps allowed. Entrance tactile plates shall be clay red in colour and shall be cast iron. Tactile Walking Surface Indicators shall comply with O. Reg. 191/11 Accessibility for Ontarians with Disabilities Act, 2005, OPSD 310.039 and meet the following requirements.

Standard	Property	Minimum Result
ASTM A 8	Tensile Strength	Class 30B
ASTM C 1028	Slip Resistance	Dry 0.8 min, wet 0.65 min
ASTM C 501-84	Wear Resistance	Wear Index: >15

The truncated domes shall be of uniform size and shape. Units shall be uniform in texture, be free from pouring faults, sponginess, cracks, blowholes, and other defects, and have clean-cut and well-defined edges. All surfaces shall be uniform and free of flaking rust or mounts of rust or

debris. Tactile walking surface indicators shall have ribs cast to the underside of the unit, have vent holes, and have a minimum plate thickness of 5 mm.

Installation

Tactile walking surface indicators shall be set and pressed into wet concrete to final elevation according to OPSD 310.033 and as per the manufacturer’s recommendations. Remove any wet concrete that may spill onto tactile walking surface indicator surface.

Walkways as shown on the approved Engineering Drawings are to be constructed with concrete sidewalks on a compacted base, per the standards for sidewalks.

Walkways within park areas shall be located as directed by the Town.

The Town requires that all concrete walkways be constructed as indicated on the approved Engineering Drawings, prior to preliminary acceptance.

DRIVEWAY DESIGN AND APPROACHES

The Developer is responsible for the grading, graveling and paving of all driveways from the back of the curb to the face of the garage, or to the dwelling. All driveways in any land use area are to be fully paved. The width and location of driveway depressions in the curb for residential single family dwellings, commercial, industrial and apartments shall be as per discussions with the Town, current zoning bylaw and the appropriate OPS drawings.

The minimum consolidated depth requirements for the granular base and asphalt in driveway shall be as follows:

Road Classification	Granular “B” Sub-Base (mm)	Granular “A” Base (mm)	HL4 Asphalt Base (mm)	HL3 Asphalt Surface (mm)
Residential	N/A	200	N/A	50
Light Industrial, Commercial, Apartments, Residential/Condo	225	150	50	40
Heavy Industrial	300	150	75	40

All driveways are to have a minimum longitudinal grade of 2.0% and a maximum longitudinal grade of 7.0%.

BOULEVARDS

All boulevards are to be graded to a minimum of 2% as shown on the typical cross-section. The grade of the boulevard is to be constant from the back of the curb to property line and in no case will terracing be permitted. The final grade of the sod shall match and not exceed the finished grade of the top of the sidewalk. Clean weed free topsoil shall be placed on all boulevard areas that are to be sodded. The minimum depth of topsoil shall be 100 mm. No. 1 Nursery Sod shall be used for all boulevard areas.

OPEN CHANNELS AND DITCHES

Where approved by the Town the following design criteria shall apply to open channels and ditches:

- Slope shall not exceed 4:1;
- Maximum depth 1.2 m below centerline grade unless otherwise approved by the town;
- Minimum depth 150 mm below subgrade of the road;
- Minimum grade shall be 1%;
- Maximum grade 6%. When ditch grade exceeds 6%, erosion protection shall be used;
- Restoration is to be with clean, weed free topsoil to a minimum depth of 100 mm;
- Invert is to be sodded to a minimum of 2.0 m wide with seed and mulch elsewhere.

CULVERTS

In general, road crossing culverts are to be designed to reflect the upstream drainage area. The minimum size shall be 600 mm diameter with a minimum of 0.6 m of cover and minimum wall thickness of 2.0 mm. Entrance culverts shall be corrugated steel pipes with a minimum size of 400 mm in diameter with a minimum of 0.45 m of cover and minimum wall thickness of 1.6 mm.

All culverts require some form of end protection as approved by the Town and in accordance with standard engineering practices.

PAVEMENT MARKINGS

Paving marking for traffic control shall be provided and conformed to the current standards of the Ontario Traffic Manual. All markings are to be completed with approved materials in accordance with OPS specifications.

ROAD OCCUPANCY PERMIT

A road occupancy permit is required from the Town whenever it is necessary to complete any excavation or construct works within an existing Town right-of-way. Before making detours, a traffic control plan is to be provided and permission is required from the Town. In all cases, residents in the development area and all emergency services must be notified by the Developer or his Contractor.

STREET LIGHTING

Street lighting design shall be completed in consultation with the Town to confirm the fixture and pole type for the development. The minimum standard for street lighting shall be LRL Satellite NXT-24S-450 street light set on 9 m poles with 1.8 m arms, or as directed by the Town.

For low volume intersections the standard shall be LRL NXT-24S-700 and LRL NXT-36S-700 for high volume intersections. All design criteria shall be in accordance with, or exceed current I.E.S. standards. Particular care shall be taken to adequately illuminate the intersections and cul-de-sacs. All finish of NXT series lights Gray (RAL 7035)

Each light must be connected to and controlled by towns existing cascade relay system street light control system.

The lights shall generally be placed to the outside of curved roads. The maximum allowable spacing along the street between the lights shall be 50 m. The poles must be installed at the location as shown on the Town's typical cross-section.

For decorative applications the following LED lighting shall be used:

Luminaire Specifications:

- K118R-RAAR-III-75(SSL) 5000-120-K16-SST-HE4 manufactured by King Luminaire
 - Globe Mounting: Rotolock
 - Optical System: Refractive Array Acrylic Rippled
 - IES LTG. Class: Type III
 - Input Watts: 75W (5000 Series): Solid State Lighting
 - Input Voltage: 120V
 - Pole Adaptor: K16 C/W Removable Slip Fitter
 - Paint: Textured Black
 - Options: Spun Alum. Top

Pole Specifications:

- KCC15-G-S11 c/w 140-35/40 Octagonal Eclipse Polished with Flared bottom
 - Section: Octagonal
 - Colour: Eclipse
 - Finish: Polished
 - Pole Top: 4" FL/FL
 - Pole Butt: 8 1/4" FL/FL
 - Pole Length 19' 7"
 - Approx. weight 740 lbs
 - Min Raceway 1 1/8"

OR

- E225-APH-G-S11 C/W 140-30/40 Hexagonal Eclipse
 - Section: Hexagonal
 - Colour: Eclipse
 - Finish: Polished

- Pole Top: 4" FL/FL
- Pole Butt: 8 ¼" FL/FL
- Pole Length 22' 6"
- Approx. weight 690 lbs
- Min Raceway 1 1/8"

EASEMENTS

Where underground services (including sewers, watermains, and utilities) are placed outside road allowances and blocks of land under the ownership of the Town, permanent easements are required. Easements are required to ensure municipal infrastructure is properly installed and maintained. An easement provides the right to use private land for a specific purpose which is in the public's interest.

Utility easements shall be located on one side of the common lot line between adjacent lots. Pipes shall be centered on the easement. Where two pipes are located in one easement, the width of the easement shall be the width of required for the larger pipe plus ½ the width required for the small pipe.

The minimum width of an easement for storm sewers, sanitary sewers, and watermains shall be 4.0 m however the final width is to be determined in consultation with the Town and based on the depth of cover from the ground to the invert of the pipe, soil type, and pipe size.

All maintenance holes located within easements require surface access.

The pipe/utility shall be centered on the easement.

TREE PLANTING

A tree shall be planted on each lot within 1 year of the date of occupancy. Trees shall be 50 mm dia. measured 500 mm above the ground. All trees shall be No. 1 nursery stock. The type of trees shall be approved by the Town.

FENCING

Fencing is to be installed along property line between development lots and walkways, stormwater management ponds and other public green space blocks. Fencing to be 1.2m tall, 9 gauge galvanized chain link (50mm mesh) with 90mm dia. end posts, 60mm dia. intermediate posts and 42mm top rail.

Fencing to be installed prior to development of adjacent lots.

WATERMAINS AND APPURTENANCES

GENERAL

All water distribution systems for subdivisions shall be designed by the Developer's Engineer. The Current MOECC "Design Guidelines for Drinking Water Systems" and "Watermain Design Criteria for Future Alterations Authorized under a Drinking Water Works Permit" shall be referenced in the design of water distribution systems.

A hydraulic analysis of the watermain shall be required as part of the design review process. The hydraulic analysis shall consider the system demand conditions including average day, peak hours, and maximum day plus fire flow. All watermains shall be sized to meet the greater of the maximum daily flow plus fire flow or the maximum hour demand.

The developers Engineer shall provide a complete MOECC FORM 1 – Record of Watermains, and all supporting information and calculations, for any addition to, or alteration of the Town owned water distribution system.

All connections to Town watermains shall be undertaken in the presence of Town staff and/or the Operating Authority.

SYSTEM PRESURES

The normal operating pressure range should be between 350 kPa and 550 kPa (50 to 80 psi) under a condition of maximum daily flow. The maximum pressures in the distribution system should, in general, not exceed 700 kPa (100 psi). If localized areas have pressures above this level, the homes affected should be provided with individual pressure-reducing valves on their services.

Under normal conditions of maximum hour demand, the pressure shall not drop below 275 kPa (40 psi) at any point within the system and under conditions of simultaneous maximum day and fire flow demands, the pressure shall not drop below 140 kPa (20 psi) at any point within the system.

FLOW DESIGN

The Hazen-Williams formula in accordance with the current Ministry of Environment design criteria shall be used for the design of water distribution systems. The following coefficient of roughness values shall be used:

- C = 100 for 150 mm watermain
- C = 110 for 200 mm and 250 mm watermain
- C = 120 for 300 mm watermain

Fire Demands

Fire demands and flows are to be determined based on the most recent publication of the Fire Underwrites Survey of the Insurance Bureau of Canada, or, per AWWA Manual M31 – Distribution System Requirements for Fire Protection.

Domestic Demand

Domestic water demand shall be calculated on the basis of an average day consumption rate of 280 Litres/capita/day or as directed by the Town.

The maximum daily demand factor shall be determined from the current MOE design guidelines; however, a minimum of 1.5 is to be used. Peaking factors of 3.5 are to be used. Population densities are to be determined based on the information provided for sanitary sewer sizing.

Industrial, Commercial and Institutional (ICI) Demands

ICI demands shall be as per MOECC design guidelines.

Material

Watermain material shall be Polyvinyl chloride PVC-C-900 Class 150 (DR18), CSA B1317.3. The PVC pipe shall be bell and spigot with elastomeric gasket conforming to ASTM D3139.

Minimum Sizes

Watermains shall be sized adequately to provide fire protection with the following minimum sizes:

- Residential 150 mm, 200 mm dia. for single feeds
- Commercial 250 mm
- Industrial 250 mm

If chlorine residual concerns exist on unavoidable dead ends, Town may consider smaller diameter watermain.

Location and Identification

Watermains shall be located according to the Town’s standard cross section.

Tracer wire (#8 multi-strand copper or approved equivalent) shall be provided along the top of all watermains to permit field tracing of the watermain. The wire is to be secured to the top of the watermain at every fitting and at appropriate intervals to ensure no shifting of the wire. Tracer wire shall be brought up and looped inside each valve box so that continuity of the wire shall be maintained.

Depth of Cover

The nominal cover on the watermains, hydrant branches and services shall be 1.7 m at all locations.

Horizontal Separation between Sewers and Watermains

Under normal conditions and in accordance with MOECC guidelines, watermains shall be laid with at least 2.5 m of horizontal separation from any sewer, sewer manhole, catch basin, or other sewer appurtenances.

Watermain Crossing Sewer and Other Utilities

Watermain shall normally cross above sewers and service piping with sufficient vertical separation to allow for proper bedding of the watermain (i.e., 300 mm minimum).

When it is not possible for a watermain to cross over the sewer or service, the watermain shall pass under the infrastructure in accordance with MOECC guidelines. In addition, a minimum 5.0 m length of water pipe shall be centred at the point of crossing so that the watermain joints will be equidistant and as far as possible from the sewer or service.

Joint Restraint

Watermain pipe joints shall be mechanically restrained (epoxy coated) on both sides of all fittings, bends, valves, termination points and changes of direction or pipe size. Restrained lengths are to be calculated as per section 3.8.

LOOPING OF WATERMAIN/SUPPLY REDUNDANCY

Water distribution systems shall be design in grid patterns and looped. Dead-end watermains are to be avoided whenever possible. Where it cannot be avoided, the maximum length of a permanent dead-end watermain shall be 150 m.

A fire hydrant shall be located at the end of cul-de-sacs and other permanent dead-end for flushing purposes. Temporary dead-ends on watermains that are to be extended in the future shall be equipped with a temporary fire hydrant at the end of the watermain. Automatic flushing devices may be required to be installed at the developer's expense.

VALVES

Valve spacing along watermains shall not exceed 250 m and shall be installed at the intersection of street lines in sufficient number to allow the isolation of each section of watermain between intersections and unidirectional flushing of hydrants. All valves at points of termination of a stage of construction shall be braced with two additional lengths of watermain pipe beyond the gate valve. Watermain pipe terminations shall be plugged and braced complete with a minimum 50 mm blow off.

Valves shall be resilient-seated, wedge gate valves by McAvity, AVK or Mueller Canada Valve in accordance with AWWA C509. Main line valves and hydrant valves to be mechanical joint (MJ) type with standard 50 mm operating nut. All valves are to be supplied with "O" ring packing for water use and shall **open clockwise**.

Valve boxes shall be "D" slide type with No. 6 base, Bibby VB4000.

FITTINGS

All fittings shall be ductile iron, cement mortar lined, MJ type with adapters to suit other materials, where necessary. Fittings must be suitably anchored with epoxy coated mechanical restraints. All valves and fittings shall be restrained for (2) full pipe lengths each direction.

FIRE HYDRANTS

Type

Fire hydrants shall be Mueller Canada Valve "Century" type with MJ boot. Hydrant specifications as follows:

- 2-64 mm hose connections (Ontario standard thread)
- 100mm 33-B "STORZ" type pumper connection painted black
- Hydrants shall open **counter-clockwise (left)**
- Colour shall be YELLOW
- Operating nut shall be 32 mm (1 1/4")
- Hydrant length shall be such that the bottom of the upper barrel shall be 150 mm above finished grade
- Lead cover depth of 1.7 m.

- Trace wire to be terminated with test station appropriate for surrounding surface material
- Drain ports shall be required as requested by the Town

Dry-barrel fire hydrants shall be in accordance with AWWA C502.

Spacing

Hydrants shall be spaced at a maximum distance of 150 m in residential areas and 90 m in commercial and industrial areas and shall be placed at the end of every cul-de-sac and dead end street with a maximum distance of 15 m from a sanitary manhole for maintenance and flushing purposes.

Location of Hydrants

Hydrants shall be 1.5 m minimum distance from the edge of any driveway or house service location. Other above ground utilities such as light standards, transformers or street signs shall not be located any closer than 3.0 m to a hydrant. Hydrant connection at intersections shall be located within intersection valve network.

Fire Hydrant on Private Property

Fire Hydrants shall be installed at grades such that they are readily accessible to the fire department and in accordance with NFPA 24.

THRUST RESTRAINT

Epoxy coated mechanical thrust restraint shall be provided at all fittings, bends, tees, valves, crosses, reducers, and plugged or capped dead ends.

All thrust restraints shall be designed to adequately provide the minimum amount of pipe/joint restraint required by mechanical restraint device alone.

For DI pipe refer to AWWA C600 – Section 3.8. For PVC pipe refer to UNI-BELL, AWWA M-23 and ASTM F1674.

Hydrants shall have thrust blocks as per OPSD 1105.010.

Tie rods, washers and bolts are to be a minimum of 19mm (3/4”) stainless steel type 304.

For mains larger than 300mm diameter or installation situations not included in the table, the restrained length shall be shown on the shop drawings as recommended by the pipe manufacturer.

Diameter of Main	Min No. of Steel Rods	Minimum Length to be Restrained on Each Side of Fittings(m)				
		11¼°	22½°	45°	90°	Valves and Dead Ends
Mm						
100	2	4.0	4.0	4.0	4.0	20
150	2	4.0	4.0	4.0	5.5	20
200	2	4.0	4.0	4.0	7.0	20
250	4	4.0	4.0	4.0	8.5	30
300	4	4.0	4.0	4.0	10.0	30

1. Steel Rods are to be a minimum of 20mm in diameter
2. If any joint is encountered in the above restrained length it must be restrained
3. 5° Bends (bell & spigot fitting). Must be restrained at joints.

For watermain larger than 300mm or installation situations not included in the above, the restrained lengths shall be shown on the shop drawings as recommended by the pipe manufacture and reviewed and or approved by the Water Engineering Division.

WATER SERVICES

Each housing unit shall have a separate water service from the main perpendicular to the property line. Each dwelling unit in a detached, semi-detached, townhouse or row house block must be serviced with a separate water service connected to a watermain or private watermain. Water

services must front the dwelling unit they service unless otherwise approved. Single services for one unit shall be located at a 3.0 m offset from the side lot line and should not be in conflict with driveways or front yard tile beds.

On private property, adequate water required for fire protection shall be determined in accordance with the Section 3.2 of the Ontario Building Code. Fire flow and hydraulic calculations shall be reviewed by the Town.

The Developer will be responsible for water service sizing with a minimum residential water service size of 19 mm diameter (ID) and a minimum industrial/commercial/institutional water service size of 25 mm diameter (ID). The Town should be consulted for available pressures and flow at the hydrants so that the required size can be confirmed.

All water services shall be MUNICIPEX plastic tubing certified to CSA B137.5 with #8 tracer wire and installed according to the appropriate OPS drawings. Water service fittings shall be as follows or approved equal:

- Main stops – Model No. H15008 by Mueller, Model No. F-1000 by Ford, or Cambridge Brass Successor. C.C. thread inlet/compression joint outlet.
- Curb stops – Model No. H-15209 “E.Z. Turn” by Mueller, Model No. B-44-333 P.J. ball valve by Ford or Cambridge Brass Successor c/w No. 8 Service box and stainless steel rod.
- Service saddles – All service connections to PVC main shall be made using stainless steel, broad band service saddles. The band width is to be equal to or greater to the diameter of the watermain.
- The Town, at their discretion, may require the use of stainless steel service boxes if aggressive soil conditions exist

Underground service line valves and fittings shall be in accordance with AWWA C800 and model numbers shall be stamped on all valves and materials.

All watermain pipe materials shall be capped by the supplier at time of delivery and shall remain capped until installation.

WATERMAIN INSTALLATION

Work Plan

Prior to site activities, the Contractor shall submit a Work Plan for review by the Operating authority. The Work Plan shall be on a form approved by the Town and provide the following construction details:

- connection point(s) between existing and new watermains;
- source water connection(s);
- cross-connection prevention procedures and equipment;
- temporary watermains, if any;
- swabbing details;
- hydrostatic pressure test details;
- disinfection details;
- dechlorination details;
- flushing water disposal details;
- details of final connection to existing watermain.
- Conductivity testing tracer wire upon completion

The Contractor shall allow two weeks for the review and approval of the Work Plan and shall be submitted no later than at the Preconstruction Meeting. No site work shall proceed until the Work Plan has been approved by the Town, in writing.

Watermain Construction

The Contractor shall obtain the approval of the Operating Authority for the proposed disruption of service to make all connections to the existing distribution system. The Contractor shall provide the Operating Authority at least 48 hours advance notice when a change in control of the water is required. All necessary water supply interruptions shall be scheduled in co-operation with the local operating authority.

The watermain construction shall be staged so as to minimize water service disruption to residences. Property owners shall be informed by the Contractor a minimum of 24 hours in advance, as to when these disruptions will occur.

Only authorized personnel shall operate valves, shut down, or charge any section of existing watermains for the purpose of controlling water.

Cathodic Protection

Non-metallic (i.e., PVC) watermain piping shall be protected as per the appropriate OPS drawing. Appurtenances shall be protected as follows:

- | | |
|---------------------------------------|---|
| • Up to and including 300 mm diameter | 5.5 kg anode |
| • Greater than 300 mm diameter | 5.5 kg anode |
| • Hydrants | 2 - 5.5 kg anode |
| • Valves | Sacrificial zinc nuts |
| • Steel pipe encasement | 11.0 kg anode, one at each end |
| • Fittings (epoxy coated) | Sacrificial zinc nuts |
| • Fittings (no coating) | One anode per each or sacrificial zinc nuts |

Sacrificial zinc nuts shall be of the Protecto-Cap type and installed on each bolt.

Anodes for Cathodic Protection

Zinc anodes shall be supplied for installation on ductile iron, steel valves, fittings, and hydrants. If water related appurtenances are epoxy coated, anodes are not required but sacrificial zinc nuts are to be provided.

Anodes shall consist of a zinc casting, conforming to ASTM B418-73 Type II, with a galvanized steel core, packaged in a cardboard or cloth bag with a minimum diameter of 100 mm. An insulated copper wire, 2 m minimum length, shall be brazed to the core wire. Duratron Model DZP-550-12 zinc anodes satisfy the above requirements.

For buried anodes, connect the anode copper lead wire to the appurtenance with a “cadweld” type connection. Connect to main stops or curb stops with the electrical ground connections supplied. Place anode in trench a minimum of 500 mm from pipe, valve, fittings, etc. Complete installation shall conform to anode manufacturer’s recommendations.

Bedding and Backfill

Depending on the soil type, bedding shall either be as per OPSD 802.010, 802.013, or 802.014 for **flexible pipe**. Bedding material shall be Granular ‘A’ where conditions permit. Cover material shall be approved granular material to 300 mm above the top of pipe.

Backfill shall be approved selected native material compacted to a minimum dry density of 95% or granular material compacted to a minimum dry density of 100%.

All bedding, cover and backfill material shall be placed in layers prior to compacting in accordance with the appropriate OPS specifications.

Laying and Jointing - P.V.C.

The laying and jointing of pipe shall conform to the OPS specifications and shall also include the supply and the installation of a tracer wire (#8 stranded copper) for providing electrical continuity with all fittings and services. The tracer wire shall be laid along the top of the pipe, strapped every 5 m, and rise to ground level at all valve boxes. The wire shall be looped at every valve, fitting, hydrant and service. The tracer wire shall be secured within the chambers to 300 mm below final grade with a minimum 600 mm of loose wire.

Installation of Services

For connections to existing service tubing, the excavation for the curb stop shall not be backfilled until the new service has been connected to the existing. The operating authority may direct the Contractor to backfill certain services before the connection is made.

At each service location, the Contractor shall provide service tubing extensions extending above the ground surface to accommodate flushing of the services following the disinfection operations. At vacant lot locations, these extensions shall be cut off and crimped below ground as directed.

Where services are installed to vacant lots, the ends of all services shall be marked by a 38 mm x 89 mm wood post extending from the service to 300 mm above the surface of the ground and the top section of the post painted blue.

All water services are to be installed to the property line, where possible. The new curb stop is to be installed on the property line and the new service pipe is to be installed to the property line.

The service lines shall be as straight as possible running perpendicular to the street and/or watermain. "S" bends or deviations of more than 45 degrees will not be permitted.

Adjusting Service Boxes

The service box shall be adjusted to final grade prior to backfilling.

Curb boxes are to be shortened by cutting off and re-flaring the lower end of the pipe or cutting off the upper end of the pipe and re-threading the same to accommodate the threaded service box top. Curb boxes are to be extended by removing the threaded service box top, installing a threaded coupling and a threaded nipple of the required length, and reinstalling the threaded service box top. The correct length of operating rod shall be installed so as not to interfere with the raising and lowering of the service box to final grade.

No set screw couplings or set screw service box tops of any nature are to be used.

Conductivity Test

Prior to the final connection to the existing main, the Contractor shall demonstrate the integrity of the new underground tracer wire by applying a conductivity signal and confirming the signal correlation on all watermains and services. Operating Authority personnel must witness the conductivity test(s).

Testing, Flushing and Disinfection of New Watermain and Services

Temporary connections, testing, flushing, swabbing and disinfection of **watermains, services, and fittings** shall be in accordance with the appropriate OPS Specification for pressure testing, and AWWA C651-14 for disinfection and connection to waterworks system.

The new watermain shall be isolated from the existing distribution system using a physical separation until satisfactory bacteriological testing has been completed and accepted by the Contract Administrator and the Operating authority. Water required to fill the new main for hydrostatic pressure testing, disinfection, and flushing shall be supplied through a temporary connection between the existing water system and the new main. The temporary connection shall include an appropriate cross-connection control device consistent with the degree of hazard (a double check valve assembly (used above or below ground level) or a reduced pressure principle backflow preventer (used above ground level **ONLY**)). The cross-connection control device operation shall be in accordance with CAN/CSA-B64 Series Manual and disinfected prior to installation. The backflow preventer shall be disconnected (physically separated) from the new main during the hydrostatic pressure test. It will be necessary to re-establish the temporary connection after completion of the hydrostatic pressure test to swab, chlorinate and flush out the disinfectant water (managed and disposed of in accordance with OPS specifications) prior to connection of the new main to the waterworks system.

Swabbing is required prior to pressure testing, disinfection and commissioning of the main. A minimum of two (2) new swabs shall be passed through each section of main line pipe to ensure that there is no blockage or debris in the main. Swabs shall be polyurethane with a density of 24.7 kg/m³ and shall have a minimum diameter 50 mm larger than the diameter of the watermain and have a minimum length of 1.5 times the diameter of the watermain to be swabbed. Swabs shall be propelled through the watermain at a speed of 0.5 to 1.0 m/s using potable water. The Contractor shall discharge water to an approved outlet ensuring all required erosion, sediment control and dechlorination measures are followed. The swabbing shall continue until the discharge water runs clear within ten seconds of the last swab exiting the discharge point. The Contractor shall mark, number and demonstrate to the Operating Authority that all swabs, or parts thereof, have been retrieved. The Contractor shall be liable for costs associated with damage caused by and retrieving all swabs.

The service connection piping shall be disinfected at the same time as the main line. Connection shall not be made to the water user until the chlorine residual and bacteriological testing requirements have been satisfied.

Pressure testing shall be in accordance with the OPS specifications and completed under the supervision of the Operating Authority.

Following disinfection of the watermain, services and appurtenances, two consecutive sets of water samples, taken at least 16 hours apart, shall be collected for every 350 metres of watermain and additional samples taken at all dead-ends and branches off the main line.

The minimum requirements for acceptability of bacteriological tests are:

• E.coli (Fecal Coliform)	Not Detectable
• Total Coliform	Not Detectable
• Heterotrophic Plate Count	> 500 CFU

Dechlorination

In all cases, the wasted water must be neutralized to provide a total chlorine residual of less than 2 micrograms/litre (0.002 ppm) at the outfall where detrimental effects may be suffered by plants and/or animals in the natural environment.

Connection to Existing Main

After the pressure, leakage, chlorine residual and bacteriological tests have passed; the Contractor shall obtain written approval from the operating authority to make the watermain connection to the existing watermain distribution system.

The Operating Authority shall be contacted 48 hours prior to the connection to determine if any special measures must be taken and/or an appropriately licensed Operating Authority employee is required to oversee the works. The Contractor will be liable for all costs for call outs of Operating Authority staff if the Contractor fails to notify the Operating Authority that the connection will not take place.

The Operating Authority and the Developer's engineer shall be present to witness the connection process of the new watermain to the existing water distribution system.

Watermains shall be cut back to remove all temporary taps. The Contractor shall disinfect the watermain and shall, using all means possible, dewater the watermains and trench in a controlled manner to prevent backflow into the watermains. The Operating Authority at its discretion may require the Contractor to flush water through a nearby fire hydrant to remove water with elevated chlorine residual. If trench water, dirt or debris has entered the watermain during the connection, the watermain shall be aggressively flushed and additional bacteriological samples shall be taken as directed by the Operating Authority. The operating authority reserves the right to request flushing and bacteriological samples at any time during the connection process.

The new piping, fittings and valves required for the connection shall be spray-disinfected and swabbed with a minimum 1% and maximum 5% solution of chlorine just prior to being installed.

During the connection, the Contractor shall connect new tracer wire to the existing tracer wire (where it exists).

Interim As-builts are to be submitted to the Town within 5 working days of connection of new watermain to municipal drinking water system.

SANITARY SEWERS

CONFIRMATION OF CAPACITY

Prior to commencement of any design for sanitary sewage works within the municipality and in conjunction with the FSR, the Developer shall confirm with the municipality that adequate external trunk sewer and treatment plant capacity is available for the proposed development.

NON-PERMITTED FLOWS

Connections from foundations, weeping tile drainage or roof drainage are not permitted to enter the sanitary sewer system in accordance with the Town of St. Marys By-Law number 07-2012.

LOCATION AND ALIGNMENT

Generally sanitary sewers are to be located in front of, or are in locations accessible to each lot and block facing a Town's Street. Sanitary sewers are to be located in accordance with the Town's standard cross section.

SANITARY DRAINAGE PLAN

The sanitary drainage plan shall be drawn to a scale suitable to show all the tributary areas that are referenced in the sewer design sheet.

PIPE WORK

Design Criteria

Sanitary sewer design flows are to be determined using the following design criteria:

Residential

- Single-detached dwellings, low density 10-15 Units/ha 2.84 ppu
- Semidetached-duplex dwellings, low density 10-15 Units/ha 2.84 ppu
- Townhouse dwellings, medium 25-40 Units/ha 2.10 ppu
- Low rise apartments, high density 40-75 Units/ha 1.56 ppu
- Residential Average Flow 0.35 m³/capita/day
- Infiltration allowance 0.2 L/s/ha
- Peaking factor based on Harmon formula

Industrial, commercial and institutional

- Commercial Average Flow 28 m³/ha/day
- Light Industrial Average Flow 35 m³/ha/day
- Heavy Industrial Average Flow 55 m³/ha/day
- Peaking factor 3
- Infiltration allowance 0.2 L/s/ha

Minimum Pipe Size

The minimum sanitary sewer size for new development shall be 200 mm.

Manning's Roughness Coefficient

The value of "n" to be used in the Mannings' formula shall be 0.013 for plastic and concrete pipe.

Pipe Grading

The minimum grade for 200 mm sanitary sewer pipe shall be 0.50%, subject to achieving the minimum acceptable velocity at the design flow. The minimum grade for the first reach of permanent dead-end sewers shall be 1%. For sanitary sewers larger than 200 mm, the pipe grade shall be based on minimum velocities.

Flow Velocities

The minimum permitted velocity for sanitary sewer mains is 0.6 m/sec and the maximum permitted is 3.0 m/sec under peak flow conditions.

Pipe Depth

The minimum depth of a sanitary sewer shall be 2.7 m as measured from the finished road profile to the pipe obvert.

Crossing Clearances

When crossing over or under a storm sewer, 0.25 m clearance is required.

When crossing over a watermain, 0.50 m clearance is required.

When crossing under a watermain, 0.30 m clearance is required.

Curved sewers

The use of radius or deflected pipe is not permitted.

Limits

All sanitary sewers shall terminate at the subdivision limits.

Pipe Materials

Approved sanitary sewer pipe material:

- Polyvinyl Chloride (PVC): Circular PVC pipe and fittings complete with bell and spigot joints, rubber gaskets, lubricant and all other necessary appurtenances shall be manufactured in conformance with OPSS 1841 and shall be certified to CSA B182.2 for PVC Sewer Pipe and Fittings or CSA B182.4 for Profile PVC Sewer Pipe and Fittings. PVC pipe shall have a minimum stiffness of 320 kPa. Mainline to be SDR 35 and PDCs to be SDR28.
- Reinforced Concrete Pipe: Circular concrete pipe and fittings shall conform to OPSS 1820 and shall be manufactured at a plant certified under the Ontario Concrete Plant

Prequalification Program. Reinforced concrete pipe shall be according to CSA A257.2. Precast concrete manhole shall be according to CSA A257.4. Joints and gaskets shall be according to CSA A257.3.

Testing

Infiltration and/or exfiltration shall be completed on all sewers and house service connections in accordance with the OPS specifications. Deflection testing of the sewers shall also be completed.

All new sanitary sewers shall be flushed and CCTV inspected following completion of all other testing. A report and video record shall be provided to the Town in an acceptable format.

MAINTAENANCE HOLES

Location

A maintenance hole shall be located at all junctions, changes in grade, material, size, or alignment and at termination points of sewers.

Maximum spacing

The maximum spacing between maintenance holes shall be as follows for the sewer diameters indicated:

Pipe Diameter	Maximum Allowable Spacing
200 – 450 mm	90 m
450 – 900 mm	120 m
Over 900 mm	140 m

Type

Maintenance holes 3000 mm and smaller shall be precast concrete. All maintenance holes shall be installed according to the appropriate OPS drawings.

Drop Inlet Structures

A drop inlet maintenance hole will be required if a drop in excess of 0.6 m occurs between any invert and the lowest invert in the maintenance hole. The minimum drop pipe size is 200 mm. For pipes larger than 250 mm, the drop pipe shall be one size smaller than the inlet pipe.

Both internal and external drop structures are acceptable and shall be installed in accordance with the appropriate OPS drawing.

Sizing Criteria

All sizing of precast sanitary maintenance holes are to be based on incoming and outgoing pipe sizes and shall be sized accordingly.

Frame and Cover

Maintenance hole frame and closed covers are required for all maintenance holes and shall conform with OPSD 401.010.

Watertight Lids

Watertight lids are required when sanitary maintenance holes are located within overland storm flow routes, flood plain areas, easements and/or open space area.

Flow Direction Changes

Changes in direction of flow through a maintenance hole greater than 90° will not be permitted.

Safety Landings

Maintenance hole safety landings are required at the mid-point depth of the maintenance hole, when the depth of the maintenance hole is between 5.0 m and 10.0 m. Incoming pipes are to be below safety landing, where possible.

Benching

All maintenance holes require benching conforming to the appropriate OPS drawing. Benching height should be increased to obvert to increase hydraulic benefit as required.

Adjustment Units

Maintenance hole adjustment units are required on all maintenance holes to ensure that proper grade is provided between the top of the maintenance hole and the maintenance hole lid as per the appropriate OPS drawing. Adjustment units shall be Moduloc or approved equivalent. Clay brick shall not be allowed for use as maintenance hole adjustment units.

Sampling/Inspection Maintenance Holes

Sampling/inspection maintenance holes are required where institutional, commercial and industrial developments outlet to sanitary sewers owned and maintained by the Town. The structure shall be a minimum 1200 mm diameter and are to be located on private property as close as possible to the property line, or in locations approved by the Town. Structures that have more than one inlet sewer shall be of appropriate size to ensure that there is a minimum of 0.9 m of benching length downstream of all sewers.

PRIVATE DRAIN CONNECTION (PDC)

Location

The proposed location of the PDC shall be shown on the plan and profile drawings and shall be installed perpendicular to the main wherever practical. PDCs to town housing, row housing, apartments, commercial and industrial blocks shall be connected to a maintenance hole in the R.O.W.

Size and Grades

The minimum/preferred sanitary PDC pipe size and grade are noted below. The actual size of the PDC required for multi-family, commercial, and industrial blocks is to be determined based on anticipated flows. In no case should the PDC grade exceed 8%.

- The minimum diameter and grade of a PDC for residential, single family and semi-detached lots shall be 125 mm and 2.0%, respectively.
- The minimum diameter and grade of a PDC for residential multi-family blocks shall be 150 mm and 2.0%, respectively.
- The minimum diameter and grade of a PDC for commercial and industrial blocks shall be 150 mm and 2.0%, respectively.
- The minimum diameter and grade of a PDC for an institutional block shall be 200 mm and 1.0%, respectively.

Depth

The sanitary sewer service invert at property line shall be minimum of 2.5 m and maximum of 3.0 m below the finished grade.

Connection to main

Shop manufactured "Tee" connections shall be used for house connections to the main sewer. 125 mm to 150 mm PDCs shall be connected to the main sewer and 200 mm diameter PDCs and larger shall be connected to a maintenance hole. Connections to maintenance holes shall enter the structure no higher than 0.5 m above the lowest inverts.

Each service lateral shall be completed with a manufactured water tight end cap and marked by a 50 mm x 100 mm wood post painted green at the top of the post. A 300mm length of 19mm rebar shall be installed vertically above the location of the endcap, 75mm below final grade. "

Cleanouts are to be installed on private property at the time of house construction, 600mm from property line.

Cleanouts located within a lawn area, shall be buried 200mm below final grade and have a cast iron Malcolm Bolted Cover (Bell end) as supplied by Crowle Fittings Ltd., or approved equivalent. The 300mm length of 19mm rebar shall be re-installed vertically beside the cleanout.

Cleanouts located within driveways or sidewalks, shall have a cast iron, Sigma Corporation Model No. VB-SCO4L cover or approved equivalent that meets H20 Loading Standards and be buried 200mm below grade until such time that the hard surface is installed. When hard surface material is installed, cleanout will be brought to final grade.

STORM SEWER COLLECTION SYSTEM

Storm sewer systems may consist of one or any combination of pipes, culverts, open channels and storm water management facilities that carry storm water flows.

All new developments must incorporate drainage systems with a ‘minor’ and ‘major’ flow component. The minor system, typically storm sewers, should be designed to convey the 1:5 Year Storm. A spreadsheet will be required which documents the sewer catchments, the accumulative 5 Year flow to the catchment and the pipe characteristics. When requested, a hydraulic grade line analysis shall be completed and submitted to the Town for review.

The major system (roads, overland flow routes, easements, and right-of-ways) must convey all flows in excess of the storm sewer capacity, up to the 1:250 Year Storm. All flows must be taken to a sufficient outlet, without flooding private properties.

When the storm sewer system outlets directly to a watercourse or storm water management facility, the storm sewer should outlet above the 1:5 Year flood elevation.

Minor water courses, associated culverts and structures shall be designed for the 1:25 year storm frequency unless otherwise required by the Town, Conservation Authority, County, or the Ministry of Transportation.

The requirement for inlet control devices shall be determined by the design engineer to ensure a sufficient level of protection is provide against potential basement flooding due to surcharge of the minor system during a 250 year storm event.

DRAINAGE/SUB-DRAINAGE AREA PLANS

Drainage/sub-drainage area catchments for which sewers are to be designed for are to contain and follow the lot/block lines to the proposed maintenance holes located on the R.O.W. All areas and runoff coefficients are to be shown for each individual catchment.

EXTERNAL WATERSHED LIMITS AND DRAINAGE AREAS

When the design abuts undeveloped areas, the external watershed limits are to be identified and included in the design. All areas, runoff coefficients and time of concentration values are to be shown.

PEAK FLOW CALCULATIONS

All storm sewers shall be designed using the rational method and related formula.

Rainfall Data

Rainfall intensity-duration-frequency (IDF) parameters for the Town are available on the Upper Thames River Conservation Authority’s (UTRCA) website. It is noted that the rainfall data is from the City of Stratford’s rain station but is applicable to the Town of St. Marys. The proponent should confirm with the UTRCA that the parameters are current.

Time of concentration

The time of concentration for residential areas at the upstream end of a system shall be 19.0 minutes.

Runoff Coefficients

Design values for runoff coefficient “C” are as follows:

- | | |
|--|------|
| • Commercial areas | 0.80 |
| • Industrial areas | 0.75 |
| • Schools, churches, institutions | 0.70 |
| • Apartments, townhouses, med. density | 0.65 |
| • Single family residential | 0.60 |
| • Parks, cemeteries, recreation | 0.30 |

Where required, appropriate runoff coefficients may also be determined based on detailed calculations using the following values:

- | | |
|---------------------------|------|
| • Sodded area, < 7% slope | 0.22 |
| • Sodded area, > 7% slope | 0.35 |
| • Impervious areas | 0.95 |

• Gravel areas	0.60
• Roof areas	0.95
• Bricked areas	0.85

Pipe Size

Storm sewer pipe sizing is to be based on the Manning's equation. A coefficient of 0.013 is to be used for all concrete and PVC pipe sized 300 mm to 1650 mm. A coefficient of 0.011 is to be used for all pipes sized 1800 mm or greater.

The minimum size storm sewer pipe permitted is 300 mm and the minimum size for rear lot catchbasin leads is 250 mm.

Flow Velocity and Minimum Grade

The minimum permitted velocity in storm sewers is 1.0 m/s. The maximum permitted velocity is 4.5 m/s for 300 mm to 825 mm diameter sewers, and 6.0 m/s for storm sewers 875 mm and greater.

The minimum grade on a 300mm diameter storm sewer is 0.54%. The minimum grade on all other sewer sizes will be established based on the minimum permitted velocity.

Sewer Alignment

All storm sewers shall be laid in a straight line between maintenance holes.

Pipe depth and bedding material

The minimum depth of a storm sewer shall be 1.6 m from the finish ground elevation to the pipe obvert. Where minimum depths cannot be achieved, frost protection is to be provided.

The maximum allowable cover permitted on concrete pipe is to be based on OPSD 807.010, 807.030, 807.040 and 807.050.

The maximum allowable cover permitted on flexible pipe is dependent on soil type and pipe size. The design engineer is to provide technical support for flexible pipe installed with cover exceeding 4.5 m.

Pipe crossings

All sewers and connections shall have a minimum horizontal separation of 2.5 m, where running parallel, and a vertical clearance at crossing of 0.5 m from all watermain and appurtenances. A minimum clearance of 0.25 m shall be provided between the outside of pipes barrels at all points of sewer crossings. In any event, the minimum separation distance requirements shall comply with the current MOECC policy.

Pipe Bedding and Backfill

The class of pipe and the type of bedding shall be selected to suit loading and proposed construction conditions in accordance with the appropriate OPS drawing.

Where engineered fill is required beneath sewers it shall be completed based on the recommendations of a geotechnical engineer.

Pipe Materials

Approved storm sewer pipe material:

- Polyvinyl Chloride (PVC): Circular PVC pipe and fittings complete with bell and spigot joints, rubber gaskets, lubricant and all other necessary appurtenances shall be manufactured in conformance with OPSS 1841 and shall be certified to CSA B182.2 for PVC Sewer Pipe and Fittings or CSA B182.4 for Profile PVC Sewer Pipe and Fittings. PVC pipe shall have a minimum stiffness of 320 kPa. PVC is acceptable up to 600 mm dia. pipe.
- Reinforced Concrete Pipe: Circular concrete pipe and fittings shall conform to OPSS 1820 and shall be manufactured at a plant certified under the Ontario Concrete Plant Prequalification Program. Reinforced concrete pipe shall be according to CSA A257.2. Precast concrete manhole shall be according to CSA A257.4. Joints and gaskets shall be according to CSA A257.3. Concrete pipe is acceptable for sizes 450 mm dia. and greater.

MAINTENANCE HOLES

Types

All maintenance holes are to be supplied as precast concrete structures. The type, size and depth of all maintenance holes shall be indicated on the Plan & Profile engineering drawings. The minimum sized maintenance hole is to be 1200 mm in diameter. The standard maintenance hole details as shown on the Ontario Provincial Standard Drawings shall be used for maintenance holes. Precast maintenance holes shall conform to CSA A257.4 specifications.

In cases where the standard drawings are not applicable, the maintenance holes shall be individually designed and detailed on the drawings.

Safety gratings shall be provided in all maintenance holes in accordance with the appropriate OPS drawing, when the depth of the maintenance hole exceeds 5.0m.

When the difference in elevation between the invert of the inlet and outlet pipes exceeds 0.9m, an internal drop structure shall be placed on the inlet pipe, as per the applicable OPS drawing.

All storm sewers maintenance holes shall be benched.

Location

Maintenance holes shall be located at each change in alignment, grade or pipe material, at all pipe junctions and at intervals along the pipe to permit entry for maintenance of the sewer.

Spacing

The following spacing limitations shall not be exceed:

Pipe Diameter	Maximum Allowable Spacing
300 – 975 mm inclusive	100 m
1050 – 1350 mm inclusive	120 m
1500 – 1800 mm inclusive	150 m
Over 1800 mm	210 m

Sizing Criteria

The sizing of pre-cast storm maintenance holes shall be based on incoming and outgoing pipe sizes in accordance with the appropriate OPS drawing.

Frames and Covers

Maintenance hole frames and covers are required for all maintenance holes and shall conform with OPSD 401.010. All maintenance holes located within the travelled portion of a roadway shall have the rim elevation set flush to the base course of asphalt and adjusted when the final asphalt lift is placed. Concrete modular rings are allowed to a maximum total thickness of 300 mm. Neither steel or plastic adjusting rings will not be permitted.

Head Losses

Suitable drops shall be provided across maintenance holes to compensate for the loss in energy due to the change in flow velocity and for the difference in the depth of flow in sewers. In order to reduce the amount of drop, the designer shall, wherever possible, restrict the change in velocity between the inlet and outlet pipes to 0.6 m/s. The obvert of the outlet pipe should not be higher than the obvert of the inlet pipe at any maintenance hole location.

The minimum drops across maintenance holes shall be as follows:

Change of Direction	Minimum Drop
0°	0.030 m
1° to 45°	0.050 m
46° to 90°	0.080 m

CATCH BASINS

Catch Basin Location and Spacing

Catch basins shall be selected, located and spaced in accordance with the conditions of the design. The design of the catch basin location and type shall take into consideration lot areas, lot

grades, pavement widths, road grades and intersection location. No catch basins shall be located in a walkway.

Rear lot catch basins and leads shall be located 0.6 m from the property line, entirely on one lot or block and shall be situated to drain the lesser of 0.2 Ha or 8 rear yards.

On-street catch basins shall be located in such a way to avoid conflicts with driveways and lot servicing and shall be located upstream of sidewalk crossings at intersections and upstream of all pedestrian crossings.

Double catch basins shall be used at sag curves where drainage is received from two directions.

The maximum spacing for catch basins as measured between catch basins and from the high point of the crest curve shall be as follows:

Road Grade	Maximum Spacing for 8.0m Pavement Width
0.5 – 3.0%	95 m
3.0 – 4.0%	90 m
4.0 – 6.0%	75 m

Catch Basin Types

Catch basins shall be of the precast concrete type in accordance with the appropriate drawing.

Non-standard catch basins and inlet structures shall be fully designed by and detailed. In situations where inlet control catch basins are required, detailed calculations related to flow and hydraulic grade line are to be provided.

Catch Basin Leads

The minimum catch basin lead pipe size shall be as follows:

Type of Connection	Minimum size of Lead	Minimum Grade
Single Catch Basin	250 mm	1.0%
Double Catch Basin	300 mm	1.0%
Rear Lot Catch Basin	250 mm	1.0%

Depth of Cover

The minimum depth of cover over a catch basin lead is to be 1.6 m within the road allowance and 1.3 m off the road allowance. Where minimum depths cannot be achieved and therefore frost protection is warranted, insulation is required.

Catch Basin Frame and Grate

The frame and grate for catch basins shall be in accordance with OPSD 400.100. Frames shall be set to finished grade and ramped with asphalt until the top course of asphalt is place.

Allowable Ponding

No surface ponding is permitted to develop under a 5 year design storm event. Ponding during major storm events and within overland flow routes is allowed up to 300 mm on street catch basins and 450 mm on rear yard catch basins.

False graded profiles must slope in a cascade that allows major storm flows (Overland Flows) to drain along the road or lots to an acceptable outlet.

Requirements for Lengths of Leads

Catch basins within 9.0 m of a storm maintenance hole (structure) are to have their leads connected into the structure directly. Where catch basins are between 9.0 m and 15.0 m away from a structure they may have their leads connected into the main sewer. Where catch basin leads are between 15.0 m and 30.0 m away from a structure they are to connect to the structure or a sewer 900 mm and larger. For all other situations (i.e. lengths exceeding 30 m) a catch basin maintenance hole will be required at the upstream end.

Catch Basin Subdrains

Pipe subdrains shall be provided on both sides of all catch basins installed under road surfaces.

PRIVATE DRAIN CONNECTIONS

Each residential property will be serviced with a 100mm polyvinyl chloride (PVC) SDR-28 storm sewer private drain connection (PDC).

Depth

The depth of storm sewer service invert at property line shall be 1.2 m below finished grade.

Connection to Main

Service connections shall be as per OPSD 1006.010 for rigid main pipe sewer and OPSD 1006.020 for flexible main pipe sewer. Service tees for use with flexible mainline sewer pipe shall be factory manufactured tees. Service tees for use with rigid mainline sewer to be factory installed “Inserta” tees or approved equal. Inserta tees to be the same diameter or larger than the servicing piping

Cleanout

Cleanouts shall be located on private property.

Cleanouts located within a lawn area, shall have a 100 mm diameter, cast iron Malcolm Bolted Cover (Bell end) as supplied by Crowle Fittings Ltd., or approved equivalent

Cleanouts located within driveways or sidewalks, shall have a cast iron, 100 mm diameter, Sigma Corporation Model No. VB-SCO4L cover or approved equivalent that meets H20 Loading Standards.

All services shall include an end cap and the ends of all services shall be marked by a 50 mm x 100 mm wood post extending from the service to 300 mm above the surface of the ground with the top section painted white.

Direct connections to PDC from foundation drains and/or roof leaders shall not exist. Overland relief ports shall be provided for sump pump discharge lines.

INLET AND OUTLET STRUCTURES – HEADWALLS

Inlet and outlet structures shall be in accordance with OPS drawings and specifications. Grates shall be provided on all inlet and outlet structures and shall be designed and detailed when standard drawings are not appropriate.

Inlet and outlet structures shall be fully designed and detailed on the Engineering Drawings.

Gabions, rip-rap, concrete or other erosion protection shall be provided at all inlet and outlet structures to prevent erosion and to channel flow to the inlet structure.

Safety railings in accordance with the appropriate OPS drawing shall be provided along the top of the headwalls 0.9 m in height or greater. Railings may also be required along shorter headwalls where a risk to pedestrian safety has been identified.

STORMWATER MANAGEMENT

The Developer is required to produce an overall storm drainage and SWM plan that meets the objectives and requirements of the Town. Where possible, SWM facilities should be designed to service the largest area possible (i.e., Communal) to ensure optimal performance and to minimize the maintenance responsibilities of the Town.

The recommended strategy for SWM is to provide an approach to water management that is premised on controlling runoff at the source. The hierarchy of preferred Stormwater Management practices is:

- a) Stormwater lot level controls
- b) Stormwater conveyance controls
- c) End of pipe Stormwater Management Facilities

The objectives of Stormwater Management in the Town are:

- a) Water quality control
- b) Flooding control (minimized health hazard, loss of life and property damage)
- c) Enhance groundwater recharge conditions
- d) Minimized alteration of the local groundwater system and maintain base flows in receiving watercourses
- e) Reproduce pre-development hydrological conditions
- f) Further, the Stormwater Management solutions should be economically efficient to construct and maintain.

GEOTECHNICAL INVESTIGATION

The results of a Geotechnical investigation shall identify soil and groundwater conditions that could affect the structural design of sewers, headwall, outlet structures, earth berms, and related SWM facilities. These investigations and recommendations are necessary to ensure that the subsurface conditions will support the proposed SWM approach selected.

STORMWATER MANAGEMENT DESIGN CRITERIA

In addition to the Town's requirements, proponents are to ensure that any SWM Plan for new developments satisfies the requirements of the most current version of the MOECC Stormwater Management Planning and Design Manual, Upper Thames River Conservation Authority (UTRCA) and if applicable the Ministry of Natural Resources and the Federal Department of Fisheries and Oceans.

Temporary and permanent SWM facilities are required to be located on lands that the proponent shall dedicate to the Town of St. Marys. The planning and design of each pond shall focus on opportunities to integrate the pond with the surrounding topography and land uses. Ponds are to be created as public amenity features and are to be safe, significantly visible and accessible to the general public. Opportunities for linkages through the use of trails to larger open space, floodplain areas or other SWM facilities are to be maximized.

Quality Control

The Town requires "Enhanced" Level of treatment as defined in the MOECC design manual.

Major/Minor Conveyance

All new developments shall incorporate drainage systems with a "minor" and "major" flow component.

Quantity Control (Erosion)

In-stream erosion control shall conform to the MOECC design manual. The detention time will depend on the stability of the receiver and will be determined in conjunction with the Town and the UTRCA.

Quantity Control (Flooding)

The regulatory event observed for the Town of St. Marys is the 1:250 Year event. All new developments are expected to control runoff for the 1:2 through 1:250 Year events to predevelopment level.

Special Policy Areas

There are special policy areas (SPA's) within the town of St. Marys which are urban areas prone to flooding. While development within the floodplain is not generally accepted, the Town may make exceptions. Any exemption will be based on UTRCA recommendations.

External Drainage

All storm drainage systems within a proposed development must consider drainage from all external lands, in either the current state or in a developed condition. The Town shall determine if the external areas have development potential and, if so the type of land use permitted and to be accounted for in the design. The external drainage areas must be delineated and shown on the storm Drainage Plan. All underground services must be sized accordingly and overland conveyance systems designed to meet the ultimate drainage condition.

Hydrologic Modeling

Hydrologic models acceptable to the Town include SWMHYMO, MIDUSS, and PCSWMM. Detailed modeling output for pre-development and post-development conditions must be provided

as supporting documentation to any design report. All storm events, from 1:2 year through 1:250 year must be controlled. The derivation of parameters such as time of concentration, curve number (CN), percent impervious, etc., should be documented in the stormwater management design report.

Water Balance/Infiltration Analysis

Every attempt should be made to maintain pre-development infiltration volumes, on an annual basis. The water balance assessment should generally follow the procedure outlined in the MOECC design manual.

End-Of-Pipe SWM Facilities

The End-of-pipe facility shall be part of a treatment train approach to ensure that flows and sediment release to the facility resemble pre-development conditions to the extent possible. Preferably, stormwater management facility designs shall include a sediment forebay and permanent pool.

Access routes must be provided to all areas of the facility requiring inspection and/or maintenance. Access routes should be 4m wide and constructed with a suitable hard surface treatment (i.e., permeable pavers, asphalt).

A gravity drain pipe shall be provided to allow the municipality to remove excess water, without reliance on a pump, for sediment clean-outs.

A stormwater management facility located within public lands shall require Planting Plans prepared by a qualified Landscape Architect and shall be submitted with engineering drawings for approval.

Monitoring Plans shall be incorporated into the SWM report and shall address the type and frequency of monitoring in order to determine the effectiveness of measures in meeting SWM objectives for the development.

A comprehensive Operations and Maintenance (O&M) Manual describing how all of the elements of the SWM system need to be maintained in order to operate efficiently.

A Homeowner's Guide for all residents in vicinity of any new facility is to be prepared and circulated. Examples of typical Homeowner's Guides are available through the UTRCA.

Sediment and Erosion Control

Developments sites are most vulnerable to erosion during construction phases. All efforts shall be taken to discourage the release of sediment to the natural environment during all phases of construction. For Catchment areas larger than 5 ha, sediment basins shall be required.

COMMISSIONING CONSIDERATIONS

Maintenance and monitoring of any SWM facility(s) prior to Town's assumption, shall be carried out by the Developer to demonstrate the performance of these facilities and to ensure that all landscape materials are maintained in a healthy state in accordance with the approved landscape plan.

GRADING

Grading in a plan of subdivision, site plan, or infill lots is to be designed by a Professional Engineer. All lot drainage shall conform to applicable SWM reports and Town standards.

GENERAL

- Lot grading in a Plan of Subdivision, site plan and infill lots are to be designed, signed and stamped by a Professional Engineer or Ontario Land Surveyor (OLS).
- Grading around houses and buildings shall direct the water away from the structure.
- Drainage flows which are carried around houses are to be confined in defined swales located as far from the house as possible and shall not drain to abutting lands.
- All lots in a new subdivision shall conform to an approved Grading Plans.
- Boulevards and front yards of all residential lots shall be graded to drain toward the street.
- Driveways shall not be used as outlets for any swales.

- All existing ground elevations at the common property lines of a new development shall remain undisturbed. Existing drainage of abutting lands is not to be disturbed, or obstructed, unless written permission is granted by the affected land owner.
- Residential lots shall be sodded with No.1 nursery sod. Seeding of lots is not acceptable.
- All multi-family, commercial and institutional block drainage shall be self-contained.
- All infill lot drainage shall be self-contained.

LOT GRADING DESIGN

- Yard surfaces shall have a minimum slope of 2% and a maximum slope of 10%.
- Driveways shall have a minimum positive grade of 2% and a maximum positive grade of 7%.
- Minimum boulevard cross section slope shall be 2%.
- Exterior foundation walls shall be extended not less than 150 mm above finished ground level.
- The minimum requirement for “fall” from the finished ground elevation at the house to the side property line is 150mm.
- The maximum side yard, embankment, and terrace slope shall be 3:1.
- The minimum requirement for “fall” from the finish ground elevation at the house to the first 3m (back yard break point) shall be 150 mm.
- The minimum swale slope shall be 2% with a minimum depth of 150 mm and a maximum depth of 300mm.
- The maximum depth of rear yard swales shall be 500 mm.
- The maximum length of a rear yard swale shall be 80 m.
- Rear yard catch basins and outlet pipes shall be located on the same lot and they shall be owned and maintained by the owner of the lot.
- Should a retaining wall be required, the top of the wall elevations shall be set 150mm above the proposed side yard swales.

MASTER GRADING PLAN

In general the drawing size shall be 900 mm x 600 mm and be provided at a scale between 1:500 and 1:250 depending on the size of the drainage area. The drawing should incorporate the following information:

- The north arrow.
- A key plan.
- Existing and proposed lot and block numbers.
- Existing contours at maximum 0.5 m intervals. Contours are to extend sufficiently beyond the limit of the development.
- Existing spot elevations at all lot/block corners along the boundary of the development, and along major overland flow routes.
- Existing and proposed centre line road elevations at 20 m stations along all roads within and abutting the subdivision. Also, grade changes indicating the direction of slope.
- The direction of the surface run-off by means of arrows.
- Proposed bottom of swale elevations at pertinent intervals, and at property lines.
- Proposed elevations along the boundary of all blocks abutting single family and semi-detached lots in the subdivision.
- Specified house grades – including top of foundation wall, underside of footing and finish floor elevation.
- Proposed elevations for all lot corners and intermediate points of grade change. On large blocks, a proposed elevation shall be shown at 15 m intervals along the frontage of the block and at reasonable intervals along the sides and rear of the block to clearly illustrate the grading of the block in relation to the surrounding lands and house type.
- Proposed rear catch basins along with the top elevations and inverts.
- Above ground infrastructure, including but not limited to driveways, curbs, sidewalks, catch basins, maintenance holes, valves, hydrants, super-mailbox locations, transformers, fencing, entry gates, plantings, and easements shall be shown on the Grading Plans (location and dimensions).
- Embankments and terraces along with elevations.
- Proposed top and bottom retaining wall elevations.
- Proposed easements.

GRADING NOTES

The following notes are to be include on the Grading Drawings:

- Existing drainage of abutting lands is not to be disturbed.

- Localized surface drainage from abutting properties to be developed in future may be discharged onto the proposed lots in this subdivision.
- Basement openings to be minimum 300 mm above centerline of road unless otherwise approved by Town's Engineering Department.
- Ground elevations at houses abutting overland flow routes are to be sufficiently above the 1:250 year water elevation.
- Retaining walls, 1 metre high or greater, are to be designed by and constructed to the specifications of a registered professional engineer in accordance with the Ontario Building Code.
- Sump pump discharge must be directed away from driveways, sidewalk, and pathways.

INDIVIDUAL MASTER GRADING PLANS

Approval

Three (3) scaled hard copies of the Master Grading Plan for each lot shall be prepared, signed and stamped by a professional engineer or an Ontario land surveyor and submitted for acceptance along with the application for the building permit. Individual Master Grading Plans shall contain the following information:

- Lot and Plan identification included all dimensions, setbacks, and house location.
- Lot grades at all corners and at intermediate locations as required to clearly define the grading of the lot.
- Location and elevation of all drainage swales showing the flow direction.
- Elevations at 3m away from the foundation wall where applicable.
- Arrows indicating the direction of all surface drainage and swales.
- Finished floor, top of foundation wall, and underside of footing elevations and driveway sill grades.
- All exterior entrances, decks, and risers including the proposed grades at same.
- All yard catchbasins with rim elevations.
- Driveway location, and grade (expressed as a percentage).
- Rear yard grade (expressed as a percentage).
- All 3 to 1 slopes.
- Existing and or proposed major plantings (i.e. trees to be retained) and lot grades at same.
- Retaining walls, fencing, and all above ground utilities to ensure clearance from driveways.
- Location of sidewalks (if applicable), sanitary and water services at property line including invert of sewer pipe.
- Easements.

Deposits

Lot grading deposits are required prior to building permit issuance and for infill lots damage and ramp deposits shall be required to ensure no damage is caused to the assumed municipal infrastructure and a hard surface is installed from the back of the curb to the property line at the driveway location.

HOUSE CONSTRUCTION

Before house construction proceeds beyond the basement level the Consulting Engineer or a Certified Ontario Land Surveyor shall provide the Town's Building Official with a certificate confirming that the building foundations are:

- In conformity with the footing and top of foundation wall elevations shown on the approved grading plan.
- Sited entirely on the correct lot and conforming to the applicable zoning By-Law. Site surveys are to be attached to the certificate.

Foundation Drainage

The underside of footing elevation must be a minimum of 0.3 m above the seasonal high ground water table as determined through a Geotechnical Investigation.

Foundation drains shall be constructed in accordance with the Ontario Building Code and connected to a sump pump which is to discharge to an at-grade splash pad overland.

Foundation drains shall not be connected to the storm or sanitary sewers.

Roof Leaders

Roof leaders are to discharge to the ground surface and directed away from the building in such a way as to prevent ponding or seepage into weeping tile. They also, shall be constructed in a manner so as to not interfere with adjacent properties.

Roof leaders at the front of the house must drain towards the street.

No connections are to be installed directly to storm or sanitary sewers.

Final Certifications

After the house is constructed and lot grading is completed/sodded, the builder/owner/applicant shall submit to the Engineering Department a hard copy of the as-built Grading Plans (showing final/finished ground elevations) and a certification prepared by a professional, certifying that grading on the lot is in general conformance with the registered Grading Plans and the Town standards.

If the final Grading Plans differ from the approved plan(s), the variance shall be justified and confirmed on the plan that the final lot grading meets the intent of the original concept and provides satisfactory drainage to the lot and abutting areas.

Once the final Grading Plans are accepted by the Engineering Department, lot grading securities will be released.

SCHEDULE “D” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

CHECKLIST OF WORKS TO BE CONSTRUCTED

- | | | |
|-----|---|-----|
| 1. | Roads complete with asphalt paving and curb and gutter | _√_ |
| 2. | Storm Water Management Plan, and storm sewer system | _√_ |
| 3. | Sanitary sewers and building connections to the lot line | _√_ |
| 4. | Water distribution system, fire protection and building connections to the lot line | _√_ |
| 5. | Grading and requirements of a site grading plan | _√_ |
| 6. | Underground electrical distribution system and an electrical service | _√_ |
| 7. | Street lighting | _√_ |
| 8. | Utility obligations – telephone, cable t.v., gas service | _√_ |
| 9. | Sidewalks | _√_ |
| 10. | Topsoil and sod on boulevard from property line to curb | _√_ |
| 11. | Pedestrian walkways. | _√_ |
| 12. | Vegetation retention and Tree Planting plan. | _√_ |
| 13. | Lot house number signs. | _√_ |
| 14. | Street name signs. | _√_ |
| 15. | Traffic signs, as required. | _√_ |

Note: Works Required Denoted by ☒

SCHEDULE “E” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

COSTS OF CONSTRUCTION SUMMARY

Section	Description	Total
A.1.0	PROJECT START UP & REMOVALS	\$ 83,257.50
1.0	AREA GRADING	\$ 34,399.25
2.0	SANITARY SEWERS	\$ 255,917.00
3.0	STORM SEWERS	\$ 476,903.00
4.0	WATERMAIN	\$ 193,050.00
5.0	SERVICE CONNECTIONS	\$ 351,750.00
6.0	STORMWATER MANAGEMENT POND	\$ 648,468.50
7.0	PRIMARY ROADWORKS	\$ 301,181.80
8.0	PROVISIONALS	\$ 50,450.00
	SUB-TOTAL	\$ 2,395,377.05
	ENGINEERING ALLOWANCE (10%)	\$ 239,537.71
	CONTINGENCY (10%)	\$ 239,537.71
	SUBTOTAL w/ ENGINEERING & CONTINGENCY	\$ 2,874,452.47
	Net HST Rebate (1.76%)	\$ 50,590.36
	TOTAL CONSTRUCTION & ENGINEERING COST	\$ 2,925,042.83
	TOTAL SECURITY REQUIRED (100 %)	\$ 2,925,042.83

A.1.0 PROJECT START UP & REMOVALS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
A.1.1		Provide 50% Performance and Maintenance Bond and 50% Materials and Labour Bond.	1.0	L.S.	\$ 15,000.00	\$ 15,000.00
A.1.2		Advertise for Substantial Completion	1.0	L.S.	\$ 600.00	\$ 600.00
A.1.3	1.7	Mobilization/Demobilization	1.0	L.S.	\$ 8,000.00	\$ 8,000.00
A.1.4		Provide & Maintain Site Office	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
A.1.5	1.9	Contractor Layout	1.0	L.S.	\$ 15,000.00	\$ 15,000.00
A.1.6	1.9	Post Stripping Survey	1.0	L.S.	\$ 3,500.00	\$ 3,500.00
A.1.7	1.9	Post Grading Survey	1.0	L.S.	\$ 3,500.00	\$ 3,500.00
A.1.14		Supply & Install Strawbale Check Dams (OPSD 219.180)	2.0	Each	\$ 350.00	\$ 700.00
A.1.15		Supply & Install Rock Check Dams (OPSD 219.211)	1.0	Each	\$ 975.00	\$ 975.00
A.1.16		Supply & Install Silt Sacks	31.0	Each	\$ 85.00	\$ 2,635.00
A.1.17		Remove Existing Sidewalk (Drawing LG1.2)	65.0	m2	\$ 14.00	\$ 910.00
A.1.18		Relocate Existing Signs (Drawing LG1.2)	2.0	Each	\$ 425.00	\$ 850.00
A.1.19		Remove Existing Tar & Chip Roadway on Glass Street and Dispose Off-Site	1925.0	m2	\$ 4.50	\$ 8,662.50
A.1.20		Excavate and Stockpile Existing Granular B on Glass Street (Provisional)	815.0	m3	\$ 6.00	\$ 4,890.00
A.1.21		Remove Existing Edge of Pavement Markers	26.0	Each	\$ 35.00	\$ 910.00
A.1.22		Remove Existing Silt Fence	175.0	m	\$ 5.00	\$ 875.00
A.1.23		Remove & Dispose of Existing Field Tiles as Encountered (Locations shown on DWG LG1.1)	1.0	L.S.	\$ 10,000.00	\$ 10,000.00
A.1.24		Supply & Install 150mm Hickenbottom on Existing Field Tile as per Dwg. LG1.1	1.0	Each	\$ 1,250.00	\$ 1,250.00
TOTAL PROJECT START UP & REMOVALS						\$ 83,257.50

1.0 AREA GRADING

1.1 TOPSOIL

Item to include the stripping of all topsoil, stockpiling of topsoil in designated area, placement in designated areas as directed by the engineer and double handling of materials (if necessary).
NOTE: There will be no additional payment for work completed during 'Winter Conditions' including but not limited to Frost Ripping, Stockpiling, Reloading as required and snowplowing.

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
1.1.1		Place 450mm Topsoil in Block 49 Park including Fine Grading. Topsoil to be Used From the On-Site Stockpile.	2833.0	m3	\$ 7.25	\$ 20,539.25
TOTAL TOPSOIL						\$ 20,539.25

1.2 MISCELLANEOUS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
1.2.1		Supply & Place Standard Hydroseed to Block 49 Park	6930.0	m2	\$ 2.00	\$ 13,860.00
TOTAL MISCELLANEOUS						\$ 13,860.00

TOTAL AREA GRADING						\$ 34,399.25
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2.0 SANITARY SEWERS

Provide and install sanitary pipe as specified on the contract drawings, with Class "B" bedding including excavation, trench support, laying of pipe, backfill, compaction of trenches (95% SPD). Provide all material, labour and equipment to complete the work . All work to be constructed as per the current Town of St. Marys Specifications. **Any associated dewatering costs shall be included in the unit prices.**

2.1 PIPES

Item No.	Spec No.	Description	Dia (mm)	Depth (m)	Est. Qty	Unit	Unit Price	Total
GLASS DRIVE								
2.1.1		MH100 - MH101	200	3.2	57.9	m	\$ 140.00	\$ 8,106.00
2.1.2		MH101 - MH102	200	3.2	40.9	m	\$ 140.00	\$ 5,726.00
2.1.3		MH102 - MH103	200	3.2	70.4	m	\$ 140.00	\$ 9,856.00
2.1.4		MH103 - Proposed Cap	200	3.2	8.0	m	\$ 140.00	\$ 1,120.00
BLOCK 174 PARK								
2.1.5		MH103 - MH104	200	3.2	49.5	m	\$ 140.00	\$ 6,930.00
2.1.6		MH104 - MH105	200	2.9	44.4	m	\$ 140.00	\$ 6,216.00
TRAILSIDE DRIVE								
2.1.7		MH105 - MH106	200	2.9	17.0	m	\$ 140.00	\$ 2,380.00
2.1.8		MH106 - MH107	200	3.1	13.1	m	\$ 140.00	\$ 1,834.00
2.1.9		MH107 - MH108	200	3.3	12.7	m	\$ 140.00	\$ 1,778.00
2.1.10		MH108 - MH109	200	3.5	80.1	m	\$ 145.00	\$ 11,614.50
2.1.11		MH109 - MH110	200	3.6	47.2	m	\$ 145.00	\$ 6,844.00
HOOPER STREET								
2.1.12		MH110 - MH115	200	3.4	48.3	m	\$ 140.00	\$ 6,762.00
2.1.13		MH115 - Proposed Cap	200	2.9	4.0	m	\$ 140.00	\$ 560.00
2.1.14		MH110 - MH114	200	3.6	65.1	m	\$ 145.00	\$ 9,439.50
2.1.15		MH114 - MH113	200	3.6	15.6	m	\$ 145.00	\$ 2,262.00
2.1.16		MH113 - MH112	200	3.5	59.6	m	\$ 145.00	\$ 8,642.00
2.1.17		MH112 - MH111	200	3.3	55.5	m	\$ 140.00	\$ 7,770.00
BLOCK 175 PARK								
2.1.18		MH110 - MH116	200	2.6	47.6	m	\$ 135.00	\$ 6,426.00
2.1.19		MH116 - MH117	200	2.3	100.2	m	\$ 135.00	\$ 13,527.00
2.1.20		MH117 - Exist. MH	200	3.0	16.6	m	\$ 140.00	\$ 2,324.00
TOTAL PIPES							\$	120,117.00

2.2 SANITARY MANHOLES

Precast concrete manholes complete, including drop shafts, safety grates, steps, benching and casting adjusted to base asphalt grade.

Item No.	Spec No.	Description	Dia (mm)	Depth (m)	Est. Qty	Unit	Unit Price	Total
GLASS DRIVE								
2.2.1		MH100	1200	3.2	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.2		MH101	1200	3.2	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.3		MH102	1200	3.3	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.4		MH103	1200	3.2	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
BLOCK 174 PARK								
2.2.5		MH104	1200	3.2	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
TRAILSIDE DRIVE								
2.2.6		MH105	1200	2.7	1.0	L.S.	\$ 5,800.00	\$ 5,800.00
2.2.7		MH106	1200	3.1	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.8		MH107	1200	3.2	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.9		MH108	1200	3.4	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.10		MH109	1200	3.5	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
HOOPER STREET								
2.2.11		MH110	1200	3.7	1.0	L.S.	\$ 6,250.00	\$ 6,250.00
2.2.12		MH111	1200	2.9	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.2.13		MH112	1200	3.5	1.0	L.S.	\$ 6,250.00	\$ 6,250.00
2.2.14		MH113	1200	3.6	1.0	L.S.	\$ 6,250.00	\$ 6,250.00
2.2.15		MH114	1200	3.6	1.0	L.S.	\$ 6,250.00	\$ 6,250.00
2.2.16		MH115	1200	2.9	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
BLOCK 175 PARK								
2.2.17		MH116	1200	1.5	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
2.2.18		MH117	1200	3.0	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
TOTAL SANITARY MANHOLES								\$107,800.00

2.3 MISCELLANEOUS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
2.3.1		Connect new sanitary to existing manhole including removal of existing benching and new benching.	1.0	Each	\$ 7,500.00	\$ 7,500.00
2.3.2		Upon completion of the sanitary sewer installation, provide all labour, materials and equipment to flush clean and complete a CCTV inspection, mandrel (pig) test and provide reports to the Engineer.	1.0	L.S.	\$ 6,000.00	\$ 6,000.00
2.3.3		Upon completion of the sanitary sewer installation, provide all labour, materials to complete an air test to the satisfaction of the Engineer.	1.0	L.S.	\$ 2,000.00	\$ 2,000.00
2.3.4		Construct Concrete Cut -Off Collars as per Detail (Provisional)	10	Each	\$ 1,250.00	\$ 12,500.00
TOTAL MISCELLANEOUS						\$ 28,000.00

TOTAL SANITARY SEWERS						\$ 255,917.00
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3.0 STORM SEWERS

Provide and install storm pipe as specified on the contract drawings, with Class "B" bedding including excavation, trench support, laying of pipe, backfill, compaction of trenches (95% SPD). Provide all material, labour and equipment to complete the work . All work to be constructed as per the current Town of St. Marys Specifications. **Any associated dewatering costs shall be included in the unit prices.**

3.1 PIPES

Item No.	Spec No.	Description	Dia (mm)	Depth (m)	Est. Qty	Unit	Unit Price	Total
GLASS STREET								
3.1.1		DICBMH2A - STMH2	375	2.3	58.0	m	\$ 180.00	\$ 10,440.00
3.1.2		STMH2 - CBMH1	375	2.9	45.6	m	\$ 180.00	\$ 8,208.00
3.1.3		STMH2 - CBMH3	600	3.2	39.9	m	\$ 275.00	\$ 10,972.50
3.1.4		CBMH3 - DCBMH4	600	3.0	70.5	m	\$ 275.00	\$ 19,387.50
3.1.5		DCBMH4 - PROPOSED CAP	600	2.9	4.9	m	\$ 275.00	\$ 1,342.00
BLOCK 174 PARK								
3.1.6		DCBMH4 - STMH5	675	2.9	47.2	m	\$ 350.00	\$ 16,520.00
3.1.7		STMH5 - DCBMH6	750	2.6	39.9	m	\$ 400.00	\$ 15,960.00
TRAILSIDE DRIVE								
3.1.8		DCBMH6 - STMH7	750	2.5	14.9	m	\$ 400.00	\$ 5,960.00
3.1.9		STMH7 - STMH8	750	2.7	22.9	m	\$ 400.00	\$ 9,160.00
3.1.10		STMH8 - CBMH9	750	2.9	89.1	m	\$ 400.00	\$ 35,640.00
3.1.11		CBMH9 - STMH10	750	3.5	42.5	m	\$ 425.00	\$ 18,062.50
HOOPER STREET								
3.1.12		STMH10 - CBMH16	300	3.5	11.3	m	\$ 150.00	\$ 1,695.00
3.1.13		CBMH16 - STMH17	300	2.7	31.9	m	\$ 140.00	\$ 4,466.00
3.1.13		STMH17 - PROPOSED STUB	300	2.5	4.0	m	\$ 140.00	\$ 560.00
3.1.14		STMH10 - CBMH15	525	3.6	17.4	m	\$ 230.00	\$ 4,002.00
3.1.15		CBMH15 - STMH14	525	3.3	49.4	m	\$ 230.00	\$ 11,362.00
3.1.16		STMH14 - CBMH13	450	3.3	15.2	m	\$ 250.00	\$ 3,800.00
3.1.17		CBMH13 - STMH12	375	3.2	54.1	m	\$ 210.00	\$ 11,361.00
3.1.18		STMH12 - CBMH11	375	2.8	59.2	m	\$ 210.00	\$ 12,432.00
3.1.19		STMH12 - RYCBMH12A	300	2.6	37.6	m	\$ 185.00	\$ 6,956.00
3.1.20		CBMH11 - STMH11A	300	2.6	15.3	m	\$ 185.00	\$ 2,830.50
BLOCK 175 PARK								
3.1.21		STMH10 - STMH18	750	3.0	50.4	m	\$ 465.00	\$ 23,436.00
3.1.22		STMH18 - STMH18A	300	2.1	62.3	m	\$ 150.00	\$ 9,345.00
3.1.23		STMH18A - CBMH18B	300	2.0	42.7	m	\$ 150.00	\$ 6,405.00
TOTAL PIPES							\$250,303.00	

3.2 MANHOLES

Precast concrete manholes complete, including drop shafts, safety grates, steps, back arches, benching, orifices and casting adjusted to base asphalt grade.

Item No.	Spec No.	Description	Dia (mm)	Depth (m)	Est. Qty	Unit	Unit Price	Total
LOT 128/129								
3.2.1		DICBMH2A (Birdcage Frame as per OPSD 400.12)	1200	1.9	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
GLASS STREET								
3.2.2		CBMH1	1200	2.6	1.0	L.S.	\$ 5,250.00	\$ 5,250.00
3.2.3		STMH2	1200	3.2	1.0	L.S.	\$ 5,500.00	\$ 5,500.00
3.2.4		CBMH3	1200	3.1	1.0	L.S.	\$ 5,500.00	\$ 5,500.00
3.2.5		DCBMH4 incl. drop structure	1500	2.9	1.0	L.S.	\$ 11,000.00	\$ 11,000.00
BLOCK 174 PARK								
3.2.6		STMH5	1500	2.8	1.0	L.S.	\$ 7,500.00	\$ 7,500.00
TRAILSIDE DRIVE								
3.2.7		DCBMH6	1800	2.4	1.0	L.S.	\$ 10,750.00	\$ 10,750.00
3.2.8		STMH7	1500	2.6	1.0	L.S.	\$ 7,500.00	\$ 7,500.00
3.2.9		STMH8	1500	2.8	1.0	L.S.	\$ 7,500.00	\$ 7,500.00
3.2.10		CBMH9	1500	3.0	1.0	L.S.	\$ 7,500.00	\$ 7,500.00
HOOPER STREET								
3.2.11		STMH10	1800	4.0	1.0	L.S.	\$ 12,000.00	\$ 12,000.00
3.2.12		CBMH16	1200	2.9	1.0	L.S.	\$ 5,250.00	\$ 5,250.00
3.2.13		STMH17	1200	2.5	1.0	L.S.	\$ 5,250.00	\$ 5,250.00
3.2.14		CBMH15	1200	3.3	1.0	L.S.	\$ 5,500.00	\$ 5,500.00
3.2.15		STMH14	1200	3.3	1.0	L.S.	\$ 5,500.00	\$ 5,500.00
3.2.16		CBMH13	1200	3.2	1.0	L.S.	\$ 5,500.00	\$ 5,500.00
3.2.17		STMH12	1200	3.1	1.0	L.S.	\$ 5,500.00	\$ 5,500.00
3.2.18		RYCBMH12A	1200	1.8	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
3.2.19		CBMH11	1200	2.6	1.0	L.S.	\$ 5,250.00	\$ 5,250.00
3.2.20		STMH11A	1200	2.5	1.0	L.S.	\$ 5,250.00	\$ 5,250.00
BLOCK 175 PARK								
3.2.21		STMH18	1800	2.1	1.0	L.S.	\$ 8,500.00	\$ 8,500.00
3.2.22		STMH18A	1200	2.1	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
3.2.23		CBMH18B	1200	1.9	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
TOTAL MANHOLES								\$ 151,500.00

3.3 SINGLE CATCHBASINS

Complete - including lead, bends (if required), tee or connection to manholes, 0.6m sump, castings adjusted to base asphalt grade and leads on Class "B" bedding. All as per the current Town of St. Marys Specifications.

Item No.	Spec No.	Description	Lead size (mm)	Lead Length (m)	Est. Qty	Unit	Unit Price	Total
GLASS STREET								
3.3.1		CB1	250	9.5	1.0	L.S.	\$ 2,500.00	\$ 2,500.00
3.3.2		CB2	250	10.5	1.0	L.S.	\$ 2,500.00	\$ 2,500.00
3.3.3		TEMP CB3	250	15.0	1.0	L.S.	\$ 3,500.00	\$ 3,500.00
TRAILSIDE DRIVE								
3.3.4		CB4	250	7.5	1.0	L.S.	\$ 2,750.00	\$ 2,750.00
3.3.5		CB5	250	2.5	1.0	L.S.	\$ 2,250.00	\$ 2,250.00
3.3.6		CB6	250	7.0	1.0	L.S.	\$ 2,750.00	\$ 2,750.00
HOOPER STREET								
3.3.7		CB7	250	8.0	1.0	L.S.	\$ 2,750.00	\$ 2,750.00
3.3.8		CB8	250	7.5	1.0	L.S.	\$ 2,750.00	\$ 2,750.00
3.3.9		CB9	250	13.0	1.0	L.S.	\$ 3,500.00	\$ 3,500.00
3.3.10		CB10	250	10.5	1.0	L.S.	\$ 3,000.00	\$ 3,000.00
TOTAL SINGLE CATCHBASINS								\$ 28,250.00

3.4 DOUBLE CATCHBASINS

Complete - including lead, bends (if required), tee or connection to manholes, 0.6m sump, castings adjusted to base asphalt grade and leads on Class "B" bedding. All as per the current Town of St. Marys Specifications.

Item No.	Spec No.	Description	size (mm)	Length (m)	Est. Qty	Unit	Unit Price	Total
GLASS STREET								
3.4.1		DCB1	300	9.0	1.0	L.S.	\$ 4,250.00	\$ 4,250.00
TRAILSIDE DRIVE								
3.4.2		DCB2	300	8.5	1.0	L.S.	\$ 4,250.00	\$ 4,250.00
HOOPER STREET								
3.4.3		DCB3	300	3.0	1.0	L.S.	\$ 4,000.00	\$ 4,000.00
TOTAL DOUBLE CATCHBASINS								\$ 12,500.00

3.5 MISCELLANEOUS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
3.5.1		Supply & Install Identifying Sign for DICBMH	1.0	Each	\$ 450.00	\$ 450.00
3.5.2		Connect to existing 900mm CSP (DWG. LG1.2)	1.0	Each	\$ 750.00	\$ 750.00
3.5.3		Supply & Install 900mm CSP (DWG. LG1.2)	11.0	m	\$ 250.00	\$ 2,750.00
3.5.4		Construct Ditch at new CSP (DWG. LG1.2)	1.0	L.S.	\$ 2,500.00	\$ 2,500.00
3.5.5		Supply & Install Riprap at new CSP outlet (DWG. LG1.2)	4.0	m2	\$ 100.00	\$ 400.00
3.5.6		Supply & Install Hickenbottom Drain c/w connection to storm sewer (provisional)	1.0	Each	\$ 1,250.00	\$ 1,250.00
3.5.7		Block G - 150mm subdrain with 19mm clear stone and geotextile wrap	30.0	m	\$ 75.00	\$ 2,250.00
3.5.8		Upon completion of the storm sewer installation (including leads), provide all labour, materials and equipment to flush clean and complete a CCTV inspection, mandrel (pig) test and provide reports to the Engineer.	1.0	L.S.	\$ 6,500.00	\$ 6,500.00
3.5.9		Upon completion of the storm sewer installation, provide all labour, materials to complete an infiltration and exfiltration test to the satisfaction of the Engineer.	1.0	L.S.	\$ 5,000.00	\$ 5,000.00
3.5.10		Construct Concrete Cut -Off Collars as per Detail (Provisional)	10	Each	\$ 1,250.00	\$ 12,500.00
TOTAL MISCELLANEOUS						\$34,350.00

TOTAL STORM SEWERS						\$476,903.00
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4.0 WATERMAINS

Provide and install watermain as specified including all fittings, removal and installation of necessary plugs, connection to existing mains, valves, blow off, valve boxes and hydrants; excavation, supporting trenches, blocking of fittings, laying of pipes, Class "B" bedding and backfill to be compacted (95% Standard Proctor), with a minimum 1.7m cover. All work to be constructed as per the current Town of St. Marys Specifications. **All dewatering costs to be included in the unit prices.**

4.1 MAINS (Including all fittings except hydrant tees).

Item No.	Spec No.	Description	Size (mm)	Est. Qty	Unit	Unit Price	Total
4.1.1		BLOCK 174 PARK	150	100.0	m	\$ 130.00	\$ 13,000.00
4.1.2		TRAILSIDE DRIVE	150	232.0	m	\$ 130.00	\$ 30,160.00
4.1.3		TRAILSIDE DRIVE	200	53.0	m	\$ 170.00	\$ 9,010.00
4.1.4		HOOPER STREET	200	258.0	m	\$ 185.00	\$ 47,730.00
TOTAL MAINS							\$99,900.00

4.2 VALVES

Including valve box complete to finished binder asphalt grade. All as per the current Town of St. Marys Specifications.

Item No.	Spec No.	Description	Size (mm)	Est. Qty	Unit	Unit Price	Total
4.2.1		BLOCK 174 PARK	150	1.0	Each	\$ 1,850.00	\$ 1,850.00
4.2.2		TRAILSIDE DRIVE	150	2.0	Each	\$ 1,850.00	\$ 3,700.00
4.2.3		TRAILSIDE DRIVE	200	1.0	Each	\$ 2,500.00	\$ 2,500.00
4.2.4		HOOPER STREET	200	3.0	Each	\$ 2,500.00	\$ 7,500.00
TOTAL VALVES							\$15,550.00

4.3 HYDRANTS

Including main tee, 150 mm valve and box, lead pipe and barrel extensions as required. All as per the current Town of St. Marys Specifications.

Item No.	Spec No.	Description	Tee Size (mm)	Est. Qty	Unit	Unit Price	Total
4.3.1		TRAILSIDE DRIVE	200X150	1.0	Each	\$ 6,200.00	\$ 6,200.00
4.3.2		TRAILSIDE DRIVE	150	1.0	Each	\$ 5,500.00	\$ 5,500.00
4.3.3		HOOPER STREET	200X150	2.0	Each	\$ 6,200.00	\$ 12,400.00
TOTAL HYDRANTS							\$ 24,100.00

4.4 MISCELLANEOUS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
4.4.1		Connect to new 250mm watermain on James Street North complete with all required bends, fittings & appurtenecies	1.0	Each	\$ 9,500.00	\$ 9,500.00
4.4.2		Connect to existing 200mm watermain on Glass Street with cut in 200x150 tee complete with all required bends, fittings & appurtenecies. Contractor to excavate as required to ensure proper joints restraints in place.	1.0	Each	\$ 6,500.00	\$ 6,500.00
4.4.3		Cut in new 200mm valve on existing 200mm watermain on Glass Street complete with all required fittings & appurtenecies. Contractor to excavate as required to ensure proper joints restraints in place.	1.0	Each	\$ 7,500.00	\$ 7,500.00
4.4.4		Cut in new hydrant on existing 200mm watermain on Glass Street including main tee, 150 mm valve and box, lead pipe, barrel extensions complete as required. Contractor to excavate as required to ensure proper joints restraints in place.	1.0	Each	\$ 12,500.00	\$ 12,500.00
4.4.5		Supply & Install 200mm Pipe-to-Pipe Restraint on Existing Watermain (Provisional)	4.0	Each	\$ 500.00	\$ 2,000.00
4.4.6		Install 200mm cap with 50mm blowoff complete	1.0	Each	\$ 1,650.00	\$ 1,650.00
4.4.7		Conduct Hydrant Flow Test	4.0	Each	\$ 400.00	\$ 1,600.00
4.4.8		Provide all Labour, equipment and materials to pressure test, swab, chlorinate, de-chlorinate and two (2) bacteriological tests (24 hours apart) the watermain to satisfy the testing procedures by the Town of St. Marys including backflow preventor valves, temporary and final connections to mains. A copy of the Contractor's Watermain Commissioning Plan is to be submitted to the engineer for review and approval prior to testing.	1.0	L.S.	\$ 11,500.00	\$ 11,500.00
4.4.9		Provide equipment, labour and material to carry out a conductivity test on the watermain tracer wire.	1.0	L.S.	\$ 750.00	\$ 750.00
TOTAL MISCELLANEOUS					\$	53,500.00

TOTAL WATERMAINS							\$193,050.00
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5.1 SANITARY CONNECTIONS (125 mm dia. pipe)

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
5.1.1		GLASS STREET	25.0	Each	\$ 1,100.00	\$ 27,500.00
5.1.2		TRAILSIDE DRIVE	32.0	Each	\$ 1,100.00	\$ 35,200.00
5.1.3		HOOPER STREET	48.0	Each	\$ 1,100.00	\$ 52,800.00
TOTAL SANITARY SERVICE CONNECTIONS						\$ 115,500.00

5.2 STORM CONNECTIONS (100mm dia. pipe)

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
5.2.1		GLASS STREET	25.0	Each	\$ 1,100.00	\$ 27,500.00
5.2.2		TRAILSIDE DRIVE	32.0	Each	\$ 1,100.00	\$ 35,200.00
5.2.3		HOOPER STREET	48.0	Each	\$ 1,100.00	\$ 52,800.00
TOTAL STORM SERVICE CONNECTIONS						\$ 115,500.00

5.3 WATER CONNECTIONS (19mm dia. pipe)

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
5.3.1		GLASS STREET	25.0	Each	\$ 1,150.00	\$ 28,750.00
5.3.2		TRAILSIDE DRIVE	32.0	Each	\$ 1,150.00	\$ 36,800.00
5.3.3		HOOPER STREET	48.0	Each	\$ 1,150.00	\$ 55,200.00
TOTAL WATER SERVICE CONNECTIONS						\$ 120,750.00

TOTAL SERVICE CONNECTIONS						\$ 351,750.00
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6.0 STORMWATER MANAGEMENT POND

6.1 STORM SEWER

Provide and install storm pipe as specified on the contract drawings, with Class "B" bedding including excavation, trench support, laying of pipe, backfill, compaction of trenches (95% SPD). Provide all material, labour and equipment to complete the work . All work to be constructed as per the current Town of St. Marys Specifications. **Any associated dewatering costs shall be included in the unit prices.**

PIPES

Item No.	Spec No.	Description	Dia (mm)	Depth (m)	Est. Qty	Unit	Unit Price	Total
6.1.1		STMH18 - HW1	750	2.2	18.4	m	\$ 425.00	\$ 7,820.00
6.1.2		HW2 - SPMH17	600	2.0	13.8	m	\$ 300.00	\$ 4,140.00
6.1.3		SPMH19 - SPMH20	600	3.4	29.1	m	\$ 300.00	\$ 8,730.00
6.1.4		SPMH20 - Fut MH (Temp Connection)	600	2.1	55.8	m	\$ 300.00	\$ 16,740.00
6.1.5		Fut MH (Temp Connection) - Outlet Ditch	800 CSP	2.00	42.0	m	\$ 315.00	\$ 13,230.00
6.1.6		DICBMH21 - Ex. MH20	750	5.80	79.4	m	\$ 540.00	\$ 42,876.00
6.1.7		DICBMH21 - Prop. Stub including plug	975	4.70	2.4	m	\$ 950.00	\$ 2,280.00
TOTAL PIPES								\$95,816.00

6.2 STRUCTURES

Precast concrete manholes complete, including drop shafts, safety grates, steps, back arches, benching, orifices and casting adjusted to finished grade.

Item No.	Spec No.	Description	Dia (mm)	Depth (m)	Est. Qty	Unit	Unit Price	Total
6.2.1		SPMH19	1800	3.1	1	LS	\$ 11,200.00	\$ 11,200.00
6.2.2		All internal components of SPMH17 complete as per Drawing SW1.3			1	LS	\$ 20,750.00	\$ 20,750.00
6.2.3		SPMH20	1200	2.4	1	LS	\$ 5,250.00	\$ 5,250.00
6.2.4		DICBMH21 (Interior Overflow Weir & Benching Completed in Future Phase)	3000	4.8	1	LS	\$ 34,900.00	\$ 34,900.00
6.2.5		1200mm x 600mm DICB on top of SPMH19 including Inlet Flat Cap OPSD 706.040			1	LS	\$ 6,500.00	\$ 6,500.00
6.2.6		HW1 (804.04 Modified) c/w Grate and Handrail			1	LS	\$ 21,000.00	\$ 21,000.00
6.2.7		HW2 (804.03) c/w Grate and Handrail			1	LS	\$ 6,500.00	\$ 6,500.00
TOTAL STRUCTURES								\$106,100.00

6.3 MISCELLANEOUS

Item No.	Spec. No.	Description	Est. Qty	Unit	Unit Price	Total
6.3.1		Connect to Ex. MH20 with all required connections, parging, removal of benching and rebenching of the structure complete	1	LS	\$ 5,000.00	\$ 5,000.00
6.3.2		Supply & Install Non-Shrink Grout to Close Void Area from 600mm Concrete Storm Pipe to 800mm Temporary CSP Pipe	1	LS	\$ 2,000.00	\$ 2,000.00
6.3.3		Supply & Install 800mm CSP Rodent Grate	1	Each	\$ 1,250.00	\$ 1,250.00
6.3.4		Upon completion of the storm sewer installation, provide all labour, materials and equipment to flush clean and complete a CCTV inspection, mandrel (pig) test and provide reports to the Engineer.	1	LS	\$ 1,750.00	\$ 1,750.00
6.3.5		Upon completion of the storm sewer installation, provide all labour, materials to complete an infiltration and exfiltration test to the satisfaction of the Engineer.	1	LS	\$ 2,000.00	\$ 2,000.00
TOTAL MISCELLANEOUS						\$12,000.00

6.4 POND WORKS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
6.4.1		Supply & Install 4.0m wide CC45 Cable Concrete Access Mat as per SW1.1 and Detail on SW1.2 complete (i.e. Excavation, 450mm Granular B, 150mm Granular A, 50mm Bedding Sand, Edge Restraints, Topsoil & Sod Plugs)	270	m ²	\$ 140.00	\$ 37,800.00
6.4.2		Supply & Install Turfstone Bottom in Locations Specified on DWG SW1.1 and SW1.2. Turfstone to be Installed with 0.2m of Granular A compacted to 100% SPMDD, Terrafix 270R geotextile and infilled with Topsoil and Wetland Seed mix	810	m ²	\$ 32.00	\$ 25,920.00
6.4.3		Supply & Install 300mm Thick Gabion Mats Underlay by Geotextile. Void Spaces to be Backfilled with Topsoil & Seed	215	m ²	\$ 80.00	\$ 17,200.00
6.4.4		Construct 5.0m Concrete Forebay Weir as per Detail 2 on DWG SW1.2.	1	L.S.	\$ 7,500.00	\$ 7,500.00
6.4.5		Construct 15.0m Emergency Overflow Weir as per Detail 1 on SW1.2	1	L.S.	\$ 22,500.00	\$ 22,500.00
6.4.6		Supply & Install Class 1 Rip Rap 400mm Thick at Headwalls as per DWG SW1.1 including Geotextile	80	m ²	\$ 60.00	\$ 4,800.00
6.4.7		Supply & Install Class 1 Rip Rap 400mm Thick at Temporary Swale as per DWG SW1.3 including Geotextile	15	m ²	\$ 60.00	\$ 900.00
6.4.8		Construct Asphalt Access Road as per Drawing PP1.5 & SW1.1 including All Excavation, 300mm Granular B, 150mm Granular A and 75mm HL3 Asphalt.	2580	m ²	\$ 60.00	\$ 154,800.00
6.4.9		Supply & Place 600mm Thick Clay Liner in SWM Facility	3700	m ²	\$ 18.00	\$ 66,600.00
6.4.10		Place 100mm Topsoil for the Pond including Fine Grading. Topsoil to be Used From the On-Site Stockpile.	1900	m ²	\$ 5.50	\$ 10,450.00
6.4.11		Place 100mm Topsoil & Upland Seeding Mix as per Drawing SW1.4 including Fine Grading. Topsoil to be Used From the On-Site Stockpile.	5500	m ²	\$ 6.75	\$ 37,125.00
6.4.12		Place 100mm Topsoil & Wetland Seeding Mix as per Drawing SW1.4 including Fine Grading. Topsoil to be Used From the On-Site Stockpile	2450	m ²	\$ 6.75	\$ 16,537.50
6.4.13		Supply & Install Flexterra HP-FGM Slope Stability Matting	550	m2	\$ 5.00	\$ 2,750.00
6.4.14		Supply & Place Precast Concrete Blocks (1.0m x 1.0m x 0.6m) with 1.5m Spacing	2	Each	\$ 450.00	\$ 900.00

MTE-T-11-18/1810-154-FT-14						
PLANTINGS (Drawing SW1.4)						
6.4.15		Serviceberry (Ac) Amelanchier canadensis (125cm, 7 gal.)	6	Each	\$ 115.00	\$ 690.00
6.4.16		Black Chokeberry (Am) Aronia melanocarpa (30cm, 2 gal.)	7	Each	\$ 30.00	\$ 210.00
6.4.17		Red Maple (Ar) Acer rubrum (50mm, Wire Basket)	6	Each	\$ 600.00	\$ 3,600.00
6.4.18		Sugar Maple (As) Acer saccharum (60mm, Wire Basket)	7	Each	\$ 660.00	\$ 4,620.00
6.4.19		Pagoda Dogwood (Ca) Cornus alternifolia (150cm, 7 gal.)	6	Each	\$ 175.00	\$ 1,050.00
6.4.20		Eastern Redbud (Cc) Cercis canadensis (125cm, 7 gal.)	6	Each	\$ 185.00	\$ 1,110.00
6.4.21		Cockspur Hawthorn (Ch) Crataegus crus-galli (200cm, 10 gal.)	2	Each	\$ 700.00	\$ 1,400.00
6.4.22		Gray Dogwood (Cr) Cornus racemosa (30cm, 2 gal.)	7	Each	\$ 30.00	\$ 210.00
6.4.23		American Beech (Fg) Fagus grandifolia (50mm, Wire Basket)	1	Each	\$ 750.00	\$ 750.00
6.4.24		Witch-hazel (Hv) Hamamelis virginiana (50cm, 3 gal.)	7	Each	\$ 45.00	\$ 315.00
6.4.25		American Larch (Ll) Larix laricina (200cm, Wire Basket)	3	Each	\$ 550.00	\$ 1,650.00
6.4.26		White Spruce (Pg) Picea glauca (150cm, Wire Basket)	4	Each	\$ 335.00	\$ 1,340.00
6.4.27		Common Ninebark (Pn) Physocarpus opulifolia (30cm, 2 gal.)	14	Each	\$ 30.00	\$ 420.00
6.4.28		Sycamore (Po) Platanus occidentalis (60mm, Wire Basket)	1	Each	\$ 625.00	\$ 625.00
6.4.29		White Pine (Ps) Pinus strobus (175cm, Wire Basket)	7	Each	\$ 375.00	\$ 2,625.00
6.4.30		Trembling Aspen (Pt) Populus tremuloides (250cm, 15 gal.)	6	Each	\$ 250.00	\$ 1,500.00
6.4.31		Burr Oak (Qm) Quercus macrocarpa (50mm, Wire Basket)	1	Each	\$ 600.00	\$ 600.00
6.4.32		Red Oak (Qr) Quercus rubra (60mm, Wire Basket)	3	Each	\$ 625.00	\$ 1,875.00
6.4.33		Black Elderberry (Sc) Sambucus canadensis (30cm, 2 gal.)	7	Each	\$ 30.00	\$ 210.00
6.4.34		Basswood (Ta) Tilia americana (70mm, Wire Basket)	5	Each	\$ 625.00	\$ 3,125.00
6.4.35		White Cedar (To) Thuja occidentalis (250cm, Wire Basket)	1	Each	\$ 425.00	\$ 425.00
6.4.36		Nannyberry (Vi) Viburnum lentago (30cm, 2 gal.)	14	Each	\$ 30.00	\$ 420.00
TOTAL PONDWORKS						\$ 434,552.50
TOTAL STORMWATER MANAGEMENT POND						\$ 648,468.50

7.0 PRIMARY ROADWORKS

7.1 FINE GRADING

Shape to correct cross-section, fine grade and compact (95% Standard Proctor) the sub-grade of the roads, R.O.W. including boulevards, and the backfilling of the curbs.

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
7.1.1		GLASS STREET	6631.6	m²	\$ 1.25	\$ 8,289.50
7.1.2		TRAILSIDE DRIVE	5347.0	m²	\$ 1.25	\$ 6,683.75
7.1.3		HOOPER STREET	5064.0	m²	\$ 1.25	\$ 6,330.00
TOTAL FINE GRADING						\$ 21,303.25

7.2 GRANULAR "B"

Supply, place, shape and compact (100% Standard Proctor) Granular B sub base to a final thickness of 350mm, extending 300 mm behind the back of curb.

Item No.	Spec No.	Description	Final Depth (mm)	Est. Qty	Unit	Unit Price	Total
7.2.1		LOAD, TRUCK, PLACE & COMPACT STOCKPILED GRANULAR B ON GLASS STREET (PROVISIONAL)	350	815.0	m3	\$ 8.00	\$ 6,520.00
7.2.2		GLASS STREET	350	1779.1	Tonne	\$ 11.00	\$ 19,570.10
7.2.3		TRAILSIDE DRIVE	350	2296.1	Tonne	\$ 11.00	\$ 25,257.10
7.2.4		HOOPER STREET	350	2061.8	Tonne	\$ 11.00	\$ 22,679.80
TOTAL GRANULAR "B"						\$	74,027.00

7.3 GRANULAR A

Supply, place, shape and compact (100% Standard Proctor) Granular "A" gravel base to a final thickness of 150mm.

Item No.	Spec No.	Description	Depth (mm)	Est. Qty	Unit	Unit Price	Total
7.3.1		GLASS STREET	150	653.4	Tonne	\$ 14.00	\$ 9,147.60
7.3.2		TRAILSIDE DRIVE	150	833.0	Tonne	\$ 14.00	\$ 11,662.00
7.3.3		HOOPER STREET	150	741.1	Tonne	\$ 14.00	\$ 10,375.40
TOTAL GRANULAR "A"						\$	31,185.00

7.4 CURB AND GUTTER

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
7.4.1	OPSD 600.04	GLASS STREET	384.8	m	\$ 36.00	\$ 13,852.80
7.4.2	OPSD 600.04	TRAILSIDE DRIVE	580.1	m	\$ 36.00	\$ 20,883.60
7.4.3	OPSD 600.04	HOOPER STREET	519.9	m	\$ 36.00	\$ 18,716.40
TOTAL CURB AND GUTTER						\$ 53,452.80

7.5 BINDER ASPHALT

Supply, place and compact hot mixed, hot laid, binder coarse asphalt (HL8, PGAC 58-28) to a final thickness of 50mm, including temporary asphalt curb at all catchbasins.

Item No.	Spec No.	Description	Final Depth (mm)	Est. Qty	Unit	Unit Price	Total
7.5.1		GLASS STREET	50	226.9	Tonne	\$ 82.50	\$ 18,719.25
7.5.2		TRAILSIDE DRIVE	50	289.3	Tonne	\$ 82.50	\$ 23,867.25
7.5.3		HOOPER STREET	50	257.3	Tonne	\$ 82.50	\$ 21,227.25
TOTAL BINDER ASPHALT							\$ 63,813.75

7.6 SURFACE ASPHALT

Supply, place and compact hot mixed, hot laid, binder coarse asphalt (HL3) to a final thickness of 40mm.

Item No.	Spec No.	Description	Final Depth (mm)	Est. Qty	Unit	Unit Price	Total
7.6.1		GLASS STREET	40	181.5	Tonne	\$ 120.00	\$ 21,782.40
7.6.2		TRAILSIDE DRIVE	40	231.4	Tonne	\$ 120.00	\$ 27,772.80
7.6.3		HOOPER STREET	40	205.8	Tonne	\$ 120.00	\$ 24,700.80
TOTAL SURFACE ASPHALT							\$ 74,256.00

7.7 STREET LIGHTING

Supply & Install Street Light Standards in Locations shown on Dwg GP1.5

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
7.7.1		GLASS STREET	5.0	Each	\$ 2,000.00	\$ 10,000.00
7.7.2		TRAILSIDE DRIVE	9.0	Each	\$ 2,000.00	\$ 18,000.00
7.7.3		HOOPER STREET	8.0	Each	\$ 2,000.00	\$ 16,000.00
TOTAL STREET LIGHTING						\$ 44,000.00

7.8 MISCELLANEOUS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
7.8.1		Supply & Install 1.2m High Black Vinyl Chain Link Fence, 38mm Mesh	555.0	m	\$ 80.00	\$ 44,400.00
7.8.2		Supply & Install Dead End Barricade	2.0	Each	\$ 2,250.00	\$ 4,500.00
7.8.3		Supply & Install 150mm Subdrains c/w connection to CB/DCB/CBMH/DCBMH (Provisional)	78.0	m	\$ 100.00	\$ 7,800.00
7.8.4		Supply and Install "Sidewalk Ends" Signs. (Provisional)	2.0	Each	\$ 350.00	\$ 700.00
TOTAL MISCELLANEOUS						\$ 57,400.00

TOTAL ROADWORKS						\$ 301,181.80
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8.0 PROVISIONALS

Item No.	Spec No.	Description	Est. Qty	Unit	Unit Price	Total
8.1		Supply all labour and equipment to place water for dust control on site as directed by the Engineer. (Provisional)	500.0	m³	\$ 11.50	\$ 5,750.00
8.2		Sub-excavation of Roadway including off-site disposal	500.0	m³	\$ 18.00	\$ 9,000.00
8.3		Supply, Place and Compact Granular B for Sub-excavated areas.	1100.0	tonne	\$ 12.00	\$ 13,200.00
8.4		Supply and Install 'T' Bars posts at property bars as directed by the Contract Administrator (Provisional)	100.0	each	\$ 25.00	\$ 2,500.00
8.5		Supply and Install Utility Crossing at proposed locations as per Dwg. CU1.1 and Detail	4.0	each	\$ 5,000.00	\$ 20,000.00

TOTAL PROVISIONALS						\$ 50,450.00
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SCHEDULE “F” OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES

None.

SCHEDULE “G” OF THE AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

OWNER'S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to the Corporation of the Town of St. Marys (the “Town”) that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO. STREET

TOWN

LOT/BLOCK _____ REGISTERED PLAN NO. _____

Have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Town) referred to in the Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Town that a field survey has been completed by the undersigned and that:

1. The final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Agreement.
2. The grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. The above lot has been graded to provide positive drainage in the front, rear and sideyard and that there is no area of the property which is subject to ponding of water; and
4. That in all cases, the final grading conforms to the intent of the grading plan.

This certificate is given and delivered to the Town in full knowledge that the Town relies on this certification in providing a release of the applicable Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 202____.

Signature of OLS/Professional Engineer

NOTE: Copies of this Owner's Final Grading Certificate are available at the Town's Building Department.

SCHEDULE “H” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWN

Blocks as shown on the attached Schedule “B” shall be held for future development or conveyed to the Town as further described below:

- Blocks 49 and 50 shall be conveyed to the Town to be used as park blocks.
- Blocks 52 and 53 shall be conveyed to the Town for road widening purposes.
- Block 51 shall be conveyed to the Town as a stormwater management facilities upon final acceptance by the Town of St. Marys and approval of Upper Thames River Conservation Authority of the said facility as per the Final Stormwater Management Plan for the development.

LIST OF EASEMENTS TO BE GRANTED TO THE TOWN

Easements as shown on the attached Schedule “B” and further described below shall be registered on title before the issuance of any Building Permit:

- Storm water easements between Lots 5 and 6, and Blocks F and G as shown on the Plan attached hereto as Schedule “B”
- Blocks 54, 55, 56 and 57 shall be conveyed to the Town as 0.3 metre reserves

SCHEDULE “I” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

NO OCCUPANCY AGREEMENT

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada, the Parties hereto mutually covenant and agree as follows:

- 1. In consideration of the Corporation of the Town of St. Marys issuing a building permit to the Owner for

_____, the Owner
covenants and agrees that it will not apply for an occupancy permit until the above referred to services have been installed to the satisfaction of the Town;

- 2. The Town hereby acknowledges that it has a cash deposit from the Developer in the sum of _____ and will use its best efforts to see to it that the above referred to services are completed by_____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
This day of , 202 ____.

(
(
(_____
(DEVELOPER (NAME OF DEVELOPER)
(
(THE CORPORATION OF THE
(TOWN OF ST. MARYS
(
(_____
(Mayor
(
(_____
(Clerk
(We have authority to bind the Corporation.

SCHEDULE “J” OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

APPLICATION FOR REDUCTION OF SECURITY

To: Town of St. Marys

Developer: _____

Agreement Date: _____

Legal Description of Property: _____

File Application No.: _____

The undersigned, (Name of Developer’s Engineer) being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Agreement between the Developer and the Town.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Town with full knowledge that the Town and the Town will rely upon the information contained herein in granting a reduction of the security held by the Town pursuant to Section 9.2 of the said Agreement affecting the above property.

DATED at _____ , Ontario this _____ day of _____, 202 ____.

Signature of Developer’s Engineer

Name of Developer’s Engineer

SCHEDULE "K" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF: _____, Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of the Corporation of the _____ of _____ under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE the Corporation of the Town of St. Marys releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 7.5 in said Instrument No. _____, as amended, and certifies that all other provisions of that Agreement, as amended, are no longer binding with respect to the said lands. The lands released hereby are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the _____ of _____, County of _____ and being composed of Lot _____ Registered Plan _____, the _____ of _____ has, by Bylaw _____, registered in the said registry office as Instrument No. _____, provided that this Partial Release shall be executed by the Clerk and sealed with its seal.

DATED this _____ day of _____, 20____.

C.A.O / Clerk

SCHEDULE "L" OF AGREEMENT – CONDITIONS OF DRAFT APPROVAL

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

Applicant	Thames Crest Farms Limited	Date of Decision	August 27, 2019
File No.	STM 01-2019	Date of Notice	September 6, 2019
Municipality	Town of St. Marys	Last Date of Appeal/Referral	September 26, 2019
Location	Part Lots 15 and 16, Concession 17, Town of St. Marys		

The Town of St. Marys' conditions and amendments to final plan approval for registration of this Plan of Subdivision are as follows:

No. Conditions

1. This approval applies to the draft plan prepared by MTE Consultants Inc. and signed by Peter Moreton, OLS on August 20, 2019, and signed by Lloyd Davenport, Thames Crest Farms Limited on August 20, 2019, consisting of the following:
 - a) 168 lots for single detached residential uses (Lots 1 – 168);
 - b) 2 blocks for conveyance to adjacent residential lots on Emily Street (Blocks 169 and 170);
 - c) 3 blocks for townhouse development (Blocks 171, 172 and 173);
 - d) 3 blocks for parkland purposes (Blocks 174, 175 and 176);
 - e) 3 blocks for stormwater management purposes (Blocks 177, 178 and 179);
 - f) 3 blocks for 0.3 metre reserves (Blocks 180, 181 and 182); and,
 - g) Public roads as noted on the draft plan.
 on a total land area of approximately 19.8 hectares.
2. The road allowances included in the draft plan shall be dedicated to the Town as public highways.
3. Blocks 169 and 170 will not form part of the final M-plan however, arrangements shall be made to the satisfaction of the Town for the transfer of remnant Blocks 169 and 170 to the owners of 297 Emily Street (Part 4 of 44R-402) and 275 Emily Street (Part 2 of 44R-3863) upon registration of the plan of subdivision, free and clear of any and all encumbrances and a Certificate of Title shall be provided in a form satisfactory to the Town.
4. Prior to final approval, the owner shall enter into a subdivision agreement with the Town of St. Marys to satisfy all servicing, financial and other requirements of the Town. Such requirements include the provision of roads, the installation of sanitary and storm sewage systems, stormwater retention systems, drainage, water supply and distribution systems, sidewalks, street lighting and other development and/or financial requirements specified by the Town. This agreement shall also contain satisfactory provisions to address requirements as determined necessary by other review agencies.
5. The subdivision agreement between the owner and the Town shall contain phasing arrangements to the satisfaction of the Town to indicate the timing and sequence of the development of lots and blocks, site access to each phase, grading, road improvements, infrastructure, servicing capacity and allocation (water and sanitary), etc.

Applicant	Thames Crest Farms Limited	Date of Decision	August 27, 2019
File No.	STM 01-2019	Date of Notice	September 6, 2019
Municipality	Town of St. Marys	Last Date of Appeal/Referral	September 26, 2019
Location	Part Lots 15 and 16, Concession 17, Town of St. Marys		

6. The owner shall not undertake any earthworks on the site until the Owner has entered into a site alteration agreement or subdivision agreement with the Town. Site alteration shall only occur in accordance with the Town's Site Alteration By-law.
7. Prior to final approval, such easements as may be required for utilities, including telephone, television cable, gas, electrical, drinking water, sanitary sewer and/or stormwater drainage purposes shall be granted gratuitously to the appropriate authorities. The owner shall enter into any agreements required by any utilities, including telephone, television cable, gas, electrical, drinking water, sanitary sewer and/or stormwater drainage purposes for the installation of these services.
8. Prior to final approval, the roads shown on the draft plan shall be named to the satisfaction of the Town of St. Marys.
9. Prior to final approval, the zoning of the subject lands shall be changed to permit the proposed residential development to the satisfaction of the Town of St. Marys
10. Prior to final approval, the owner shall prepare a detailed construction management plan and agree to implement the Plan's recommendations. The construction management plan shall address approaches to mitigate impacts on the adjacent existing neighbourhood, including a dust control program, interim drainage plan, controls on construction traffic and the period of day on which construction will occur. The construction management plan will also consider impacts to properties within the development itself during construction, especially if construction phasing is implemented. All construction access routes shall be clearly signed and controlled to the satisfaction of the Town of St. Marys. The construction management plan shall be approved by the Town of St. Marys prior to the commencement of any earth moving works.
11. The Owner shall coordinate the preparation of an overall utility distribution plan showing the location and the installation, timing, and phasing of all required utilities (on-grade, below-grade, or above-grade, including on-site drainage facilities and streetscaping) with such plan to be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable.
12. Prior to final approval, the owner shall enter into an agreement with Festival Hydro regarding the adequate provision for electrical services for the plan of subdivision.
13. Prior to final approval, the owner shall submit for the review and approval of the Town of St. Marys and the Upper Thames River Conservation Authority, a final stormwater management plan, a final detailed servicing and grading plan, an operations manual and a landscaping plan for the stormwater management blocks.
14. That prior to final approval, the owner shall submit for the review and approval of the Town of St. Marys and the Upper Thames River Conservation Authority, a detailed sediment and

Applicant	Thames Crest Farms Limited	Date of Decision	August 27, 2019
File No.	STM 01-2019	Date of Notice	September 6, 2019
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Location	Part Lots 15 and 16, Concession 17, Town of St. Marys		

erosion control plan. Erosion and sediment control measures should be in place prior to construction works being undertaken and maintained during all phases of construction, to the satisfaction of the Town of St. Marys and the Upper Thames River Conservation Authority.

15. The owner shall not remove trees without written approval by the Town. The owner shall submit a natural features and vegetation plan prepared by a practicing landscape designer. This plan shall include: an inventory of all existing trees and vegetation; existing elevations, drainage and swales; and, the location and species health of all proposed trees and vegetation plantings. The plan shall also demonstrate methods of preservation and how the lot grading plans have been prepared to minimize the loss of trees and natural vegetation.
16. The owner shall agree in the subdivision agreement to implement all recommendations outlined in the Scoped Environmental Impact Study by Biologic Incorporated dated March 21, 2019 to the satisfaction of the Town's Director of Building and Development, and the Upper Thames River Conservation Authority.
17. The owner shall agree in the subdivision agreement to erect permanent 1.2 m high galvanized chain link fencing or approved equivalent along the limits of the residential lots and blocks that abut walkways, stormwater management ponds and other public green space blocks.
18. The owner shall dedicate Park Blocks 174, 175 and 176 as fulfillment of the required parkland dedication for the proposed plan of subdivision.
19. The Owner shall construct a 1.5 metre sidewalk on one side of all local roads in the plan of subdivision, and both sides of the following streets:
 - a) Wellington Street North
 - b) Glass Street
20. The Owner shall submit detailed design drawings for the Grand Trunk Trail pedestrian crossing at Wellington Street North to the satisfaction of the Town's Director of Public Works and agree in the subdivision agreement to complete any required works including but not limited to signage, road or pathway markings/treatments, lighting and barriers.
21. Prior to final approval, the owner shall provide the necessary easements and/or agreements required by Enbridge Gas Inc. (Union Gas Limited).
22. Prior to final approval, the owner shall complete to the satisfaction of the Town of St. Marys and Canada Post, the installation of Community Mail Box(es): Such installation will detail the location of the Community Mail Box(es), the timing of their installation, notification to prospective purchaser of the location the Community Mail Box(es) and that the

Applicant	Thames Crest Farms Limited	Date of Decision	August 27, 2019
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home/business mail delivery will be from a designated Centralized Mail Box(es) and that the owner/developer provide the centralized mail facility at its/their own expense.

23. The owner shall enter into an agreement with the Town requiring the owner's completion of the following to the satisfaction of the Town of St. Marys and of Canada Post:
- a) that the owner include a statement in every offer of sale that will advise the prospective purchaser that the home/business mail delivery will be from a designated Centralized Mail Box(es) and that the owner/developer is responsible for officially notifying the purchasers of the exact Centralized Mail Box location(s) prior to the closing of any lot/home sales;
 - b) that the owner agrees to work with Canada Post to determine and provide a temporary suitable Centralized Mailbox location(s) which may be utilized by Canada Post until the curbs, boulevards, and sidewalks are in place in the remainder of the subdivision;
 - c) that the owner will install a concrete pad in accordance with the requirements of, and in locations approved by, Canada Post to facilitate the placement of Community Mailboxes. The concrete pad(s) will be identified on engineering servicing drawings. The pad(s) are to be poured at the time of the sidewalk and/or curb installation;
 - d) that the owner shall determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific centralized mail facility locations;
 - e) Canada Post's multi-unit policy, which requires that the owner provide the centralized mail facility at its/their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

The above-noted requirements shall be incorporated into the subdivision agreement and registered against the land to which it applies.

24. That prior to final approval, the owner shall enter into an undertaking with the Town which stipulates that the subdivision agreement between the owner and the Town of St. Marys will be registered against the lands to which it applies once the plan of subdivision has been registered.
25. That the Town of St. Marys be advised in writing by the owner/developer how Conditions 1 through 24 inclusive, have been completed satisfactorily.
26. That prior to final approval, the Town of St. Marys be advised in writing by Festival Hydro that Condition 12 has been satisfied.

Applicant	Thames Crest Farms Limited	Date of Decision	August 27, 2019
File No.	STM 01-2019	Date of Notice	September 6, 2019
Municipality	Town of St. Marys	Last Date of Appeal/Referral	September 26, 2019
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27. That prior to final approval, the Town of St. Marys be advised in writing by the Upper Thames River Conservation Authority how Condition(s) 13, 14 and 16 have been satisfied.
28. That prior to final approval, the Town of St. Marys be advised in writing by Enbridge Gas Inc. (Union Gas) how Condition 21 has been satisfied.
29. That prior to final approval, the Town of St. Marys be advised in writing by Canada Post how Condition(s) 22 and 23 have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the owner responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town of St. Marys quoting the File No. STM 01-2019.
2. Clearance is required from the following agencies:
 - a) Goran Borovickic, Engineering Manager, Festival Hydro, 187 Erie Street, Stratford, Ontario N5A 2M6
519-271-4703
 - b) Upper Thames River Conservation Authority, 1424 Clarke Road, London, Ontario N5V 5B9, 519-451-2800
 - c) Brian Roberts, Sr. Analyst, Enbridge Gas Inc (Union Gas) 109 Commissioners Road W., London, Ontario, N6A 4P1
brobert@uniongas.com
 - d) Delivery Planning Officer, Delivery Planning, Canada Post Corporation, 955 Highbury Avenue, London, Ontario, N5Y 1A3, 226-927-1737
3. We suggest you make yourself aware of the following subsections of the Land Titles Act:
 - a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a lands titles division; and,
 - b) subsection 144(2) allows certain exceptions.
4. All measurements in subdivision/condominium final plans must be presented in metric units.
That draft plan approval for this development is for a period of 5 years from the date of the decision. If final approval is not given to this plan within five years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. The owner shall apply for any extension at least 60 days prior to the lapsing date. There is no authority to reactivate the draft approval after the lapsing date. It is the applicant's responsibility to obtain a Council resolution for extension of draft approval if you wish the approval authority to grant an

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extension of draft approval prior to the lapsing date.

5. We advise that the Upper Thames River Conservation Authority has a technical review fee for the peer review of the final stormwater management and sediment erosion plans. Please consult with the UTRCA to confirm applicable fee(s). We further advise a permit will be required from the UTRCA for any development or construction activity within Regulated areas.

Registration:

6. The final plan approved by the Town of St. Marys must be registered within (30) thirty days or the Town may withdraw the approval under section 51(59) of the Planning Act.

SCHEDULE "M" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

SPECIAL PROVISIONS

The following special provisions apply to this Agreement:

1. That the owner/developer agrees, to the satisfaction of the Town and the Upper Thames River Conservation Authority, to implement all recommendations outlined in the:
 - (a) Scoped Environmental Impact Study by Biologic Incorporated dated March 21, 2019, including that any tree removal shall be prohibited between April 1 and September 30 (i.e. the active season for listed bat species); and,
 - (b) tree preservation reports dated December 12, 2019 and September 10, 2020.
2. That the owner/developer agrees to construct and install all Works as set out on Drawing No. PP1.7 "James Street North Watermain Replacement" in Schedule "B" to this Agreement and as shown on the approved construction drawings. The said Works shall be constructed, installed, maintained and repaired in good workmanlike manner, at the Developer's sole risk and expense and in accordance with engineering specifications approved by the Town including the Municipal Servicing Standards and by-laws. The Developer shall at its expense and to the satisfaction of the Town, arrange for the relocation of all existing services and infrastructure made necessary by the construction of the Works in the Lands.
3. That the owner/developer agrees to enter into a cost sharing agreement with the Town as it relates to the replacement of the James Street watermain. The cost sharing agreement shall be fully executed by the Town and the owner/developer no later than March 31, 2021.
4. That the owner/developer agrees to pay to the Town the proportionale share of the actual total costs for the Glass Street watermain as set out in the Cost Sharing Agreement between the owner and the Town dated August 23, 2016.

SCHEDULE "N" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

NOTICE TO PURCHASERS

The Notices to Purchasers for File No. TCF-2020 for the Corporation of the Town of St. Marys as attached hereto.

The Developer agrees that it will give notice by including in all agreements of purchase and sale or lease for the whole or any part of a lot or Block on the Plan of Subdivision as follows:

- It is the sole responsibility of the Developer to provide and keep in repair the services required and that the Town is not in any way responsible to such purchasers until said services have been assumed by the Town;
- The home mail delivery will be from a designated centralized Mail Box(es) and that the owner is responsible for officially notifying the purchasers of the exact Centralized Mail Box locations(s) prior to the closing of any lot/home sales;
- A homeowners information guide shall be provided to all property owners advising of the natural features on their property and how to protect and maintain them.

The Developer agrees to place in the deed, transfer or conveyance for every Lot a restrictive covenant in favour of the remaining land affected by this Agreement that the purchaser or transferee will not alter the drainage on the land in any way as to adversely affect the drainage pattern established by the Grading Plans as amended and approved by the Town. That restrictive covenant shall run with the land and shall state that the Owner will not do, or cause to be done, any activity that alters the drainage on the land including, but not limited to, constructing a building or structure, placing fill, planting trees, or landscaping without the approval of the Town's Chief Building Official.

SCHEDULE "O" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town’s Agreement.

OTHER COMPENSATION TO THE TOWN

Other Compensation to the Town for File No. DR-2013for the Corporation of the Town of St. Marys as attached hereto.

Pursuant to Section 10.1 of this agreement the Developer agrees to pay the Town’s legal, engineering and administrative costs related to this Agreement and any of the Works related hereto. The legal, engineering and administrative costs to be paid by the Developer shall include but are not limited to the preparation and registration of this agreement, the checking of plans and specifications and supervision and inspection on behalf of the Town.

The following are the estimated hourly rates for Town’s Staff Time, Town’s Engineering fees and for review of plans and specifications as well as services provide by the Town in relation to the acceptance of the grading on individual lots created by the application. These rates are subject to change from year to year and are based on a fully cost recovery calculation.

CLASSIFICATION	2013 RATES / HOUR
Senior Engineer	\$164.00
Project Engineer	\$135.00
Senior Design Technologist	\$105.00
Senior Technologist/Technician	\$ 85.00
Technologist/Technician	\$ 70.00
Senior Inspector	\$ 76.00
CAO	\$110.00
Senior Manager/Department Head	\$ 90.00
Coordinator/Technical	\$ 55.00

SCHEDULE "P" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

PARKLAND AND/OR PAYMENT IN LIEU OF PARKLAND CALCULATIONS

The parkland provided in this plan of subdivision is intended to satisfy the five percent requirement under the Planning Act and the Town's Official Plan. The parkland provided in this subdivision is also intended to satisfy the five percent requirement for the Emily Street plan of subdivision (44M-64) registered in 2017.

The total applicable land area for the calculation of parkland requirement for this draft approved plan of subdivision and the Emily Street plan of subdivision is 23.1 hectares (19.8 + 3.3 hectares). Based on the five percent requirement, 1.2 hectares of land is required for parkland dedication. A total of 1.58 hectares of parkland is provided in this phase of the plan of subdivision and therefore represents an over dedication that can be applied to future plan(s) of subdivision on these lands.



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	8 December 2020
Subject:	DCS 27-2020 Lawn Bowling Agreement

PURPOSE

To renew the Lease Agreement with the Parks Lawn Bowling Club.

RECOMMENDATION

THAT DCS 27-2020 Lawn Bowling Agreement report be received; and

THAT Council consider By-Law 107-2020 authorizing the Mayor and the Clerk to execute the associated agreement with the Parks Lawn Bowling Club.

BACKGROUND

The current lease with Parks Lawn Bowling Club (formally known as the St. Marys Lawn Bowling Club) expires the end of 2020. The original agreement has been in place for 10 years.

REPORT

Direction from Council has been received previously that all leases of Town space to external recreation clubs should follow a consistent approach, with the Curling Club lease being the model. Staff investigated implementing this approach with the Parks Lawn Bowling Club (the "Club") and found that it may result in the club folding.

The Club has struggled over the past number of years with a decline in memberships. Prior to COVID-19 the group was working on an implementation strategy to build memberships. Due to the declining memberships, the Club does not have the finances to contribute to additional items. The focus of the Club moving forward after COVID-19 is to focus on building the membership base.

As recommended in the Recreation and Leisure Master Plan, the Community Services Department will take an active role in assisting the Club by including them in shared resources for marketing and to better understand the group's total market penetration. The vision is to build the membership base by attracting new members, promote the sport and form relationships with the existing executive and members.

The updated lease agreement has been developed to mimic the Curling Club lease that was approved by Council in 2016. Some of the key changes to this agreement include:

- This agreement is for 10 years, with an opportunity for 2 five-year renewals if mutually agreed upon.
- The payment agreement remains the same from the previous agreement with the Town paying \$2,500 annually for the costs to cut the greens. This remains the same to assist the Club due to their financial difficulties.

- Section 8.0 Inspections has been added to give the Town the ability to inspect the facility at any point for safety concerns.

FINANCIAL IMPLICATIONS

The operations will continue to operate as they have over the past 10 years. The Town will continue to cover the cutting of the greens for a total of \$2,500 annually.

SUMMARY

Town staff and Parks Lawn Bowling Club worked together to draft this lease. The Parks Lawn Bowling Club has reviewed this document and approve all terms and conditions as set out.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

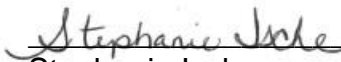
Parks Lawn Bowling Executive

ATTACHMENTS

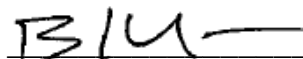
Draft Lawn Bowling Agreement

REVIEWED BY

Recommended by the Department


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer

LEASE

THIS LEASE agreement made as of this day of XXXX, 2021.

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS
(Hereinafter called the “Town”)

OF THE FIRST PART

And

PARKS LAWN BOWLING
(Hereinafter called the “Lessee”)

OF THE SECOND PART

1.1 Premises

The Town hereby leases to the Lessee those certain areas within the premises known as the right to use the portion of Milt Dunnell Field as shown on the drawing attached hereto as Schedule ‘A’ and consisting of a lawn bowling green, club house and accessory buildings (hereinafter collectively referred to as the Lawn Bowling Facilities) for the sole purpose of operating a Lawn Bowling Club.

2.0 Use

The Town hereby grants permission to the Lessee to non-exclusive use of the Premises as follows:

- (a) Solely for lawn bowling uses;
- (b) The Club shall not carry on or permit to be carried on any other business or trade at the Lawn Bowling Facilities.

The Town is permitted the use of the Lawn Bowling Facilities provided it gives the club thirty (30) days’ notice, and provided there are no conflicting tournament commitments. The Town shall be responsible for all clean up, repairs and supervision during all times that it is using or is permitting the use of the Lawn Bowling Facilities to any part other than the Club.

The Club is not permitted to assign this agreement or permit the use of the whole of any part of the Lawn Bowling Facilities to any other party without prior written approval from the Town.

3.0 Term

- (a) To have and to hold the Leased Premises for a Term of ten (10) years from the date of commencement of the Term of this Lease (“Lease Commencement Date”)

computed from the 1st day of April 1, 2021 and to be completed the end of the regular lawn bowling season 2031.

(b) With an opportunity for 2 five year renewals if mutually agreed upon.

4.0 Covenants of Town

1. The Town will pay for the water and waste water for the club house building;
2. The Town will maintain the grounds surrounding the Lawn Bowling Facilities;
3. The Town will pay reasonable costs to maintain the greens (\$2,500);
4. The Town will maintain the public washrooms (inside and out); and
5. The Town will not charge a fee to the Club during the term of this agreement.

5.0 Covenants of Club

1. The Club will be responsible for all services including hydro for the Lawn Bowling Facilities and public washrooms except for water and waste water;
2. The Club will maintain the bowling green;
3. The Club will maintain the club house building (inside and out) except for the public washrooms which will be maintained by the Town;
4. The Club will offer three hours per week of free lawn bowling to anyone interested and advertise as such;
5. The Club will maintain the accessory buildings and all of the equipment required for the operation of the Lawn Bowling Facilities; and
6. The Club will provide and maintain all furniture and effects in the club house and any accessory buildings.

6.0 Club Responsibilities

The Club, at its sole discretion, cost, and expense, shall ensure that the Lawn Bowling Facilities are properly maintained at all times throughout the term of this agreement which shall include:

1. Routine maintenance of the lawn bowling green including by not limited to grass cutting and watering;
2. Seasonal opening and closing lawn bowling green maintenance including but not limited to, clean up, fertilizing, top dressing, sanding, and disease control application;
3. Regular cleaning of the club house and accessory buildings;
4. Regular set-up and take down of program equipment.

The Club shall be responsible for all operating expenses including but not limited to telephone and any supplies required for the interior club house washroom facilities such as toilet paper, paper towels and soap.

The Club shall ensure that the Lawn Bowling Facilities are properly secured at all times which shall include the locking of all doors at the end of a program and/or event.

The Club shall be responsible for the cost of repairing any damage resulting from its use of the Lawn Bowling Facilities and shall permit the Town to enter the Lawn Bowling Facilities including the interior of the club house at any time.

7.0 Indemnification and Insurance

The Club shall maintain insurance in force throughout the term of this agreement and any extension period thereto and shall deliver to the Town evidence of:

- a) Public liability insurance coverage for personal injury and property damage in a minimum amount of \$2,000,000.00; and
- b) Comprehensive liability insurance including premises and operation liability, product and/or completed operations liability, liability with respect to all operations including sub-contractors and automobile liability.

The insurance coverage shall name the Town as an additional insured. A copy of the Clubs insurance will be provided to the Town annually.

And shall not be cancelled unless thirty (30) days written notice to the Town has been given. In the event of threatened or actual cancellation of any such insurance coverage the operation of the Lawn Bowling Facilities shall cease until such time as further proof of said insurance coverage is delivered to the Town.

The Club hereby releases and discharges the Town and covenants and agrees to indemnify and save the Town completely harmless from any and all claims, demands, actions, liabilities, costs, charges or expenses whatsoever, including legal expenses, (collectively referred to as "Claims") whether at law or in equity which may arise directly or indirectly from the operation or use of the Lawn Bowling Facilities by the Club, its users, servants, agents, representatives, employees or any others for whom the Club is in law responsible. The provisions of this section shall survive the expiration or termination of this Agreement.

The Town shall not be responsible for any loss or damage occasioned by fire, burglary or any cause whatsoever to the Lawn Bowling Facilities or to the Club's fixtures, equipment, inventory or other property at or in the Lawn Bowling Facilities during the term of this Agreement, and any proceeds from any claim pursuant to the insurance coverage thereon shall forthwith be applied toward replacement and restoration of the Lawn Bowling Facilities and such fixtures, equipment, inventory or other property.

8.0 Inspections

The premises may be inspected at any time by the Town, or any representative thereof, or by any representative of Public Health, Fire Department, Building Department, and any other law enforcement agency.

9.0 Notices

All notices, demands, request, consents, approvals or questions which more or are required to be given in pursuant to this Agreement shall be in writing and shall be delivered in person, or sent by email, or mailed by prepaid registered post addresses to:

Town:

The Corporation of the Town of St. Marys
c/o Community Services Director
P.O. Box 998
St. Marys, Ontario N4X 1B8
Tel: 519-284-2340

Lessee:

Parks Lawn Bowling Club
c/o President
P.O. Box 357
St. Marys, Ontario N4X 1B2

10. Amendments, Termination and Renewal of Agreement

Any amendments to this agreement or matters which might arise that have not specifically been covered herein may be incorporated upon mutual agreement of the parties hereto, by means of a written supplementary agreement signed.

This Agreement may be terminated by the written agreement of the parties at any time.

This Agreement may be terminated by the Town at any time by written notice to the Club if the Club abandons or ceases to operate all or any part of the Lawn Bowling Facilities as required pursuant to this Agreement or if an circumstance (s) or event (s) transpires of such serious nature as in the sole discretion and determination of the Town requires and warrants the termination of this Agreement. Upon termination in accordance with this section the Club may be removed from possession of the Lawn Bowling Facilities and shall not be entitled to any claim against the Town for such removal nor to any compensation for any loss, damage, anticipated profit, unperformed services or lost opportunity and the Town shall not bear any liability for any damages which the Club may suffer or occur in this regard.

The Club hereby agrees to advise the Town, in writing on or before October 31, 2030, its intention of renewing this agreement for the said premises, after which the parties hereto may enter into a renewal of this agreement for a further period and upon such terms and conditions as are mutually agreed upon.

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of each of the parties hereto and if the Club is more than one party, the obligations of the Club shall be joint and several.

IN WITNESS WHEREOF the parties have executed the Lease as of the day and year first above written.

THE CORPORATION OF THE TOWN OF ST. MARYS

Al Strathee – Mayor

Jenna McCartney - Clerk

We have the authority to bind the Corporation

PARKS LAWNBOWLING CLUB

We have the authority to bind the Corporation



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	8 December 2020
Subject:	DCS 28-2020 Renewal for Via Lease Agreement

PURPOSE

To renew Cameron Porteous' Lease Agreement from January 1, 2021 to December 31, 2021 within the St. Marys Via Station.

RECOMMENDATION

THAT DCS 28-2020 Renewal for Via Lease Agreement report be received; and

THAT Council consider By-law 108-2020 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Cameron Porteous.

BACKGROUND

In the summer of 2015, the Town began to lease space in the St. Marys Train Station. The first tenant of this space was Reed Needles. He currently occupies the sitting area/north office and is going into year 2 of his current 3-year lease agreement with the Town.

In 2016 Cameron Porteous began his lease with the Town in the South office of this facility.

REPORT

The success of both businesses and the addition of the Station Gallery has created a cultural hub within this space. Because of their success, and their connections with culture, they continue to receive positive comments.

Cameron Porteous would like a one-year renewal. The lease agreement will remain the same except for an annual increase.

There are currently no issues with the existing agreement and no reason to not extend the lease.

FINANCIAL IMPLICATIONS

Rental revenue for the St. Marys Train Station is \$9,000 annually.

SUMMARY

Staff have presented this report to renew the lease agreement with Cameron Porteous at the St. Marys Train Station for one year from January 1, 2021 to December 31, 2021.

STRATEGIC PLAN

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

OTHERS CONSULTED

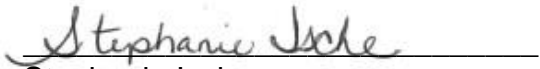
Cameron Porteous

ATTACHMENTS

Draft Lease Agreement

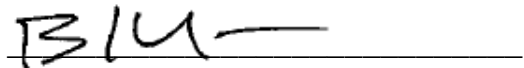
REVIEWED BY

Recommended by the Department

A handwritten signature in cursive script, appearing to read "Stephanie Ische", written over a horizontal line.

Stephanie Ische
Director of Community Services

Recommended by the CAO

A handwritten signature in block letters, appearing to read "Brent Kittmer", written over a horizontal line.

Brent Kittmer
Chief Administrative Officer



THIS LICENSE AGREEMENT is made the ____ day of _____ 20____

BETWEEN

THE CORPORATION OF THE TOWN OF ST.MARYS

(Hereinafter called the “Municipality”)

OF THE FIRST PART

AND

CAMERON PORTEOUS

(Hereinafter called the “Tenant”)

OF THE SECOND PART

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

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

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

1. The Municipality hereby grants leave and license and full permission and authority to the Tenant to enter upon, occupy, use and enjoy the licensed premises for the specific purposes of as Art Studio in accordance with the terms set out herein.
 - a. Rentable area of premises (two spaces including): 235 square feet and 190 square feet (as shown in Schedule “A”)

2. TERM OF LICENSE

The term of this License shall be for one (1) years, commencing January 1, 2021 and expiring December 31, 2021, with an option to renew, subject to approval of both parties.

3. UTILITY AND CLEANING COSTS

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

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

4. RENTAL FEE

The license fee for 2021 for the use of the licensed premises is \$190.00 plus applicable taxes per month. The License fee is to offset the annual utility costs.

5. INSURANCE

The Municipality shall provide liability insurance on the building and appurtenances.

The Tenant shall maintain insurance in force throughout the term of this agreement and shall deliver to the Town evidence of:

- a) Public liability insurance coverage for personal injury and property damage in a minimum amount of \$2,000,000.00; and
- b) Comprehensive liability insurance veering premises and operation liability, produce and/or completed operation liability, liability with respect to all operations including sub-contractors.
- c) The insurance coverage shall name the Town as an additional insured.

6. BUILDING MAINTENANCE

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

7. SIGNAGE

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

8. POSSESSORY INTEREST

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

9. MODIFICATIONS TO THE BUILDING

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

10. GENERAL CONDITIONS

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

11. ADDITIONAL RENTAL SPACE

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

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

12. NOTICE OF TERMINATION

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

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

Attention: Stephanie Ische, Director of Community Services

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

Cameron Porteous
171 Emily Street
St. Marys, ON N4X 1A9

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

13. INDEMNITY

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

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

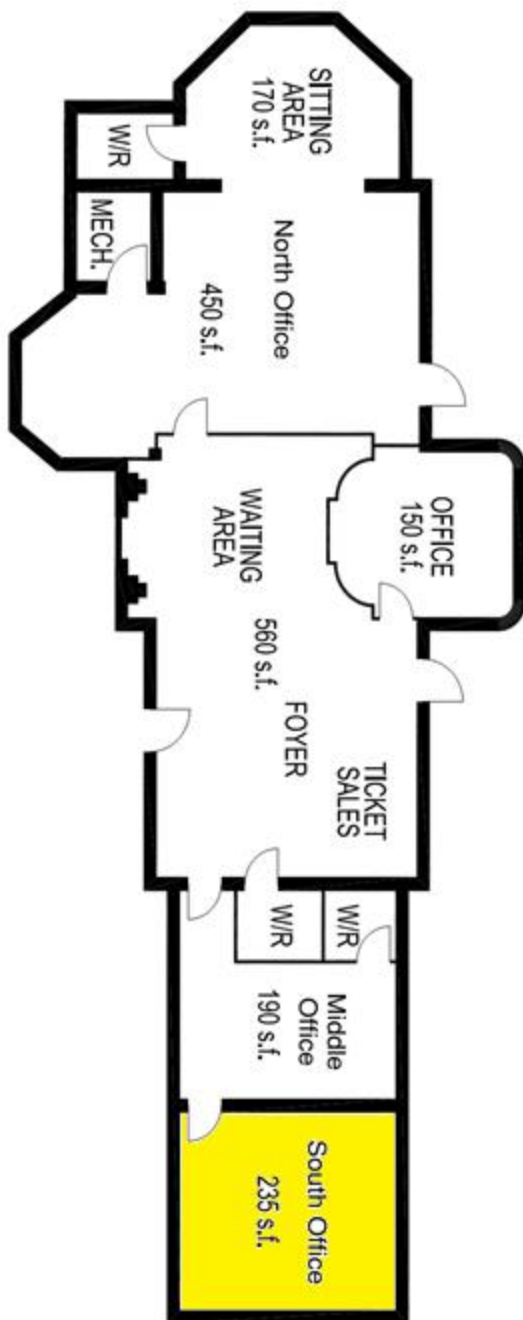
SIGNED, SEALED AND DELIVERED
In the presence of

Cameron Porteous

THE CORPORATION OF THE
TOWN OF ST. MARYS

Mayor Al Stratheed

Jenna McCartney, Clerk



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Morgan Dykstra, Public Works and Planning Services Coordinator
Date of Meeting:	8 December 2020
Subject:	PW 73-2020 Winter Operations – Sidewalk and Trail System Closures

PURPOSE

To request that Council approve a by-law to close certain sections of the municipal sidewalk and trail system between November 1, 2020 and April 30, 2021.

RECOMMENDATION

THAT PW 73-2020 Winter Operations – Sidewalk and Trail System Closures report be received; and

THAT Council approve the proposed winter maintenance reductions for specific sidewalks and trails as outlined in report PW 73-2020; and

THAT Council consider By-law 110-2020 Sidewalk and Trail Temporary Closure for Winter for the purpose of temporarily closing certain sidewalks and trails between November 1, 2020 and April 30, 2021.

BACKGROUND

On November 12, 2019, the Public Works Department presented PW 62-2019 Snow Removal – Sidewalks & Trail System to Council. The report provided an update to Council regarding existing snow removal operations for the sidewalk network and trail system.

The report identified locations where staff had previously discontinued snow removal services and proposed additional areas for closure for the 2019 to 2020 winter season. The justification for closing certain sections is due to surface conditions, width of access for machine use, and safety concerns. At the time Council agreed to the service level changes.

As per the Town's insurer, to eliminate winter maintenance on Town-owned infrastructure, the Town must pass a by-law to close those sections, and sign those sections stating that there is no winter maintenance. As such, Council passed By-law 96-2019 to close certain sidewalk and trail sections, and Town staff installed "No Winter Maintenance" signage.

REPORT

By-law 96-2019 closed specific sections of the municipal sidewalk and trail network from November 1, 2019 to April 30, 2020, therefore, Staff require Council's authorization to pass a new by-law to close certain sections of the sidewalk network and trail system for the 2020-2021 winter maintenance period.

The overall goal of the proposed winter maintenance service reductions is to maintain a functional pedestrian network during the winter months without increasing the existing staffing or equipment levels. It should be noted that staff have been tasked with internalizing snow removal for areas that

were previously completed using contracted services. This has been done through optimization of equipment and through investigation and review of service delivery.

For the 2020-2021 winter season staff are proposing that the same locations with some minor adjustments be closed:

- a) Elgin Street East Stairs, connecting Wellington Street South to Church Street South
- b) King Street North, east sidewalk from Queen Street East to Timms Lane
- c) Peel Street North, east sidewalk from Queen Street East to Trout Creek
 - o Note: Amended from Timms Lane to Trout Creek. In 2020 a hydro box was installed along the east sidewalk, therefore inhibiting machine access along the east sidewalk.
- d) Peel Street South, east sidewalk from Jones Street East to 50 meters northerly
- e) St. George Street South, east sidewalk from Jones Street East to 26 meters northerly
- f) St. George Street North, east sidewalk from Widder Street East to 25 metres northerly
- g) St. George Street Walking Path, from Widder Street East to 25 metres northerly
- h) St. George Street Walking Path, from Widder Street East to 140 metres southerly (55 St. George Street South)
- i) Water Street North, east sidewalk from Emily Street to north end of street
- j) Eric Taylor Trail, from Station Street at Rotary Park to St. George Walking Path Bridge
- k) Grand Trunk Trail Stairs, connecting the Grand Trunk Trail to Milt Dunnell Field
- l) Grand Trunk Trail, from Ingersoll Street to Thames Road
- m) Loop Trail from 452 Water Street South to James Street South
- n) Loop Trail from James Street South to Ridgewood Crescent
- o) Loop Trail from Stoneridge Boulevard to Southvale Road through Meadowridge Park
- p) Riverview Walkway, from Queen Street East to Wellington Street North
- q) Riverview Walkway, from Queen Street East to Park Street.

Please see **Attachment A: Winter Maintenance Review Map** for further clarification.

During the 2019-2020 season few complaints were received regarding most of the changes. However, the Town did receive some complaints related to the closure of the Riverview Walkway from Queen Street East to Park Street. Staff will endeavor to clear this section of the Riverview Walkway once a snow event has ended and staff time is freed up. This section is challenging because certain sections do not permit machine access, therefore manual shovelling is required to clear the walkway area. Operators will be deployed to manually shovel once all main road and sidewalk arteries have been completed.

Staff are requesting that the above closures be approved due to width of access for machine use, safety concerns, and winter maintenance optimization. The overall intent is to ensure the pedestrian network is efficiently well-maintained and safe during the winter months.

FINANCIAL IMPLICATIONS

Public Works operational staff have been able to meet the MMS requirements for municipal sidewalks, and roads, as well as complete winter maintenance on municipal parking lots and trails in the absence of contractors. Staff have also been able to accommodate development growth without additional

resource allocations. This has been accomplished by seasonal closure of some areas to reduce the resources required to provide winter maintenance services.

As a result of the proposed changes, staff are projecting annual savings to contracted services in the realm of \$3,000. These savings have been included in the 2021 draft budget submission.

SUMMARY

In 2019 staff recommended that certain sections of the municipal sidewalk and trail network be closed between November 1, 2019 and April 30, 2020. Council passed a by-law authorizing those closures. Staff are recommending that the sections originally closed for the 2019/2020 winter season continue for the 2020/2021 winter season with some slight adjustments due to infrastructure upgrades and public comments.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Todd Thibodeau, Public Works Supervisor

Public Works Operators

ATTACHMENTS

Attachment A: Winter Maintenance Review Map

REVIEWED BY

Recommended by the Department

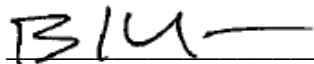


Morgan Dykstra
Public Works and Planning Coordinator



Jed Kelly
Director of Public Works

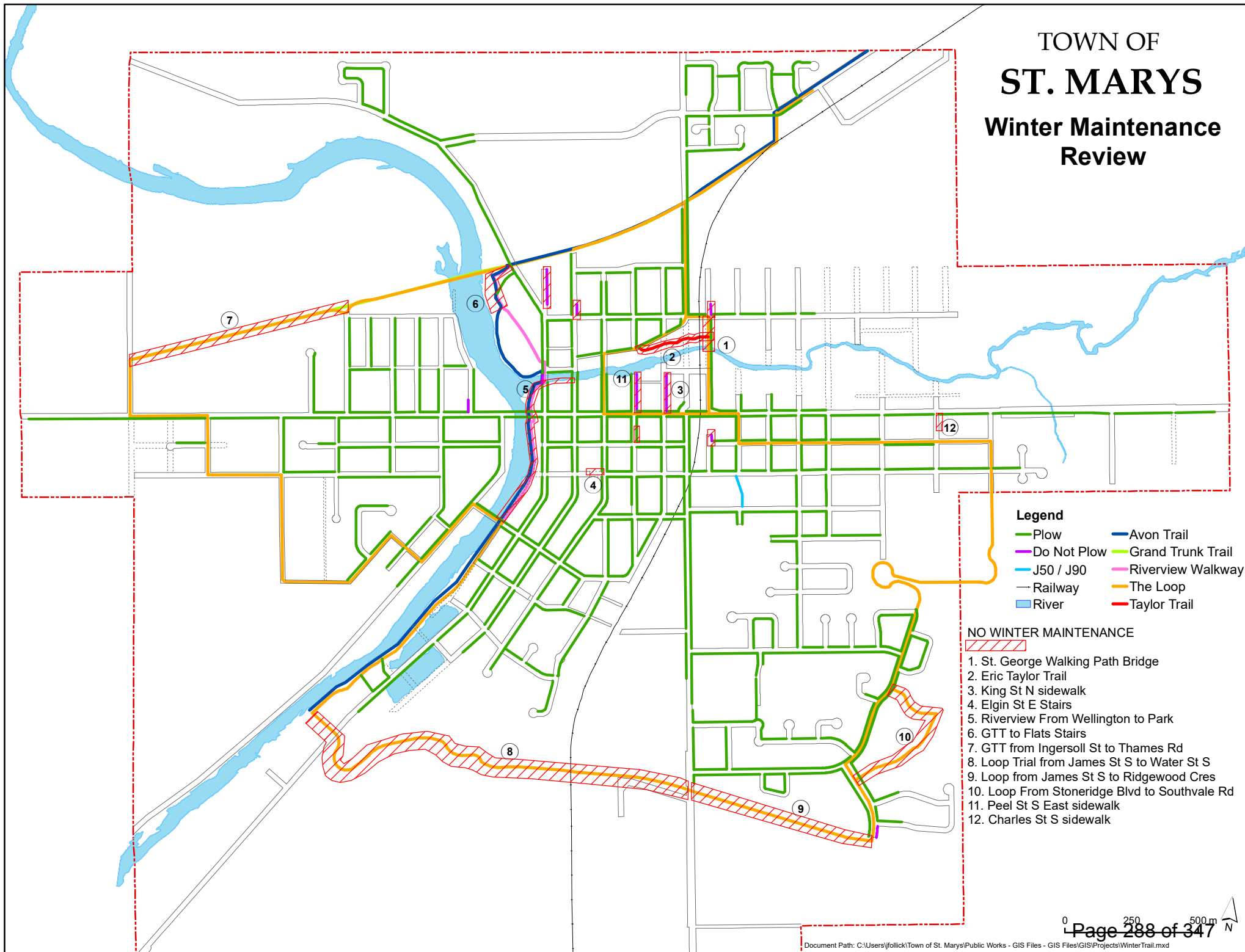
Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

TOWN OF ST. MARYS

Winter Maintenance Review



Board of Directors Meeting Highlights
Held on November 19, 2020 at 8:30 AM
as a Virtual Meeting



2021 Budget

For the last three years we have had to adapt our operations to succeed in a Post-China world as they removed themselves from the commodity market. Their doors will finally close in 2021. During that time the US exchange rate has doubled our capital costs. The labour market continues to be difficult as the population ages and the younger workforce is not interested in careers in our industry. As we conquered each challenge, the world delivered us COVID-19 just to keep things interesting.

In 2020, the per share cost will rise to \$64.40 which represents 1% increase on recycling fees. Waste automated rates are based on the CPI rate of 0.6% based on the September rates as published by Statistic Canada. Commodity revenue for 2020 is based on current tonnages and the current prices. Grants are based on what was approved for this year which is actually \$131,000 less than originally projected as a result of a new model introduced by RPRA.

	2020 Budget	2020 Projection	2021 Budget	\$ Diff.	%
Sales					
Commodity Revenue	1,306,000	1,427,000	1,475,000	48,000	3.4%
Grants	2,621,000	2,517,000	2,517,000	0	0.0%
Municipal Levy	4,338,000	4,349,000	4,601,000	252,000	5.8%
Co-Collection Revenue	3,635,000	3,629,000	3,818,000	189,000	5.2%
Containerized Services	1,454,000	1,493,000	1,500,000	7,000	0.5%
Other	821,000	1,103,000	837,000	-266,000	-24.1%
Total Sales	14,175,000	14,518,000	14,748,000	230,000	1.6%
Total Cost of Goods Sold	2,004,000	1,872,000	1,795,000	-77,000	-4.1%
Gross Profit	12,171,000	12,777,000	12,985,000	208,000	1.6%
Operating Expenses					
<i>Total Administration Expenses</i>	955,000	1,026,000	1,053,000	27,000	2.6%
<i>Total Collection Expenses</i>	6,114,000	5,993,000	6,484,000	491,000	8.2%
<i>Total Processing Expenses</i>	2,460,000	2,582,000	2,468,000	86,000	3.3%
Total Operating Expenses	9,529,000	9,601,000	10,205,000	604,000	6.3%
Operating Income	2,642,000	3,176,000	2,780,000	-396,000	-12.5%
Total Nonoperating Expense	2,613,000	2,591,480	2,577,000	-14,480	-0.6%
Net Change in Cash Position	29,000	453,520	171,000	-282,520	-62.3%
Share Charge	\$63.75	\$63.75	\$64.40	\$0.65	1.02%

Government Releases Proposed Blue Box Regulation For Comment

The Government of Ontario has posted its proposed Blue Box Regulation under the Resource Recovery and Circular Economy Act, 2016 for public consultation. When finalized, the regulation will support the transition of Ontario's Blue Box Program to a new framework for waste diversion and resource recovery that makes producers individually accountable and financially responsible for their products and packaging when consumers are finished using them. The government is seeking feedback on the proposed regulation until December 3, 2020

Electronics And Batteries Producers Have Until January 31, 2021 To Register

Producers of information technology, telecommunications, audio-visual equipment (ITT/AV) or batteries now have until January 31, 2021 to register with the Authority. The Authority's Registrar will not require producers to meet the November 30, 2020 registration deadline referenced in the Batteries and Electrical and Electronic Equipment regulations. The registration deadline for ITT/AV haulers, refurbishers and processors remains November 30, 2020.

Government proposes RPRA deliver Excess Soil Registry

The Government of Ontario is currently consulting on proposed changes to regulations under the *Environmental Protection Act* that will, among other changes, allow the Authority to establish and operate the Excess Soil Registry. The proposed changes would also allow the registry's purpose to be expanded beyond filing notices to include integration with other third-party systems supporting reuse of excess soil. The deadline to submit feedback is November 20, 2020.

RPRA's Pat Moran to Step Down December 31, 2020

The Resource Productivity and Recovery Authority's Registrar, Pat Moran, has announced his resignation effective December 31, 2020.

Pat was appointed Registrar on June 20, 2017, and has been an instrumental member of the Authority's founding executive team. Under his leadership, the Authority successfully implemented extended producer responsibility requirements for tires under the Tires Regulation, including launching the Tires Registry. He has also overseen the implementation of extended producer responsibility requirements for batteries and electronics as outlined in the Batteries Regulation and Electrical and Electronic Equipment Regulation. He has overseen preparations to start building, in 2021, the Registry systems for Batteries and Electronics, as well as the Registry and digital reporting system for the Hazardous Waste Program. Pat has spoken and presented at numerous OWMA events and seminars.

Noah Gitterman, the Authority's General Counsel has been appointed Registrar effective January 1, 2021, pending the outcome of an executive search for a permanent Registrar.

Government Investment to Reduce Food Waste

The Ontario government is investing \$5 million to help over 30 different food rescue organizations, First Nation and Indigenous organizations purchase refrigerated trucks, freezers, storage space, and kitchen equipment so they can safely collect, preserve, and distribute unused food from places like grocery stores and restaurants to those in need during COVID-19 and beyond

Ontario Developing a Stronger, More Effective Blue Box Program

Province consulting on plan to increase recycling in more communities and help divert more waste from landfills

Ontario kicked off Waste Reduction Week by unveiling regulations to improve the blue box program. The enhancements include expanding the items that can be recycled and making producers of products and packaging fully responsible for the waste they create.

The proposed new Blue Box regulation will:

- Standardize and increase the list of materials accepted in the blue box including paper and plastic cups, wraps, foils, trays, and bags and other single use items such as stir sticks, straws, cutlery and plates.
- Transition the costs of the program away from municipal taxpayers by making the producers of products and packaging fully responsible for costs, resulting in an estimated savings of \$135 million annually for municipalities.
- Expand blue box services to more communities, such as smaller, rural and remote communities, including those under 5,000 people.
- Set the highest diversion targets in North America for the various categories of waste producers are expected to recycle such as paper, glass, beverage containers and rigid and flexible plastic, encouraging innovation such as better product design and the use of new technologies for better environmental outcomes.

The province will also expand blue box services to facilities such as apartment buildings, long-term care homes, schools and municipal parks in 2026 to provide the people of Ontario with more opportunities to recycle and keep their communities clean.

The draft Blue Box regulation will be posted for 45 days for public feedback, ending December 2, 2020.

Reducing plastic waste and litter and making producers responsible for managing the full life-cycle of their products is a key part of the Made-in-Ontario Environment Plan commitment to balance a healthy economy, a healthy environment and keep Ontario clean and beautiful.

Atlantic Packaging Products Expands Recycled Paper Production

The company is adding a 100-percent-recycled paper machine in Whitby, Ontario, to produce light-weight medium and liner.

Atlantic Packaging Products Ltd., a Toronto-based manufacturer of containerboard and corrugated packaging products, says it will add a recycled paper machine in Whitby, Ontario, to produce 400,000 tons per year of light-weight medium and liner. Production is scheduled to begin in the first quarter of 2022, according to a news release from the company.

The new paper machine will be Atlantic's second recycled paper machine in Whitby. It is being built adjacent to the current machine, which has been operational since the 1990s. Atlantic describes the new machine as one of the most technologically advanced machines in North America.

Atlantic Packaging Products reopened the Whitby mill in 2013 after converting production from newsprint to light-weight medium for use in the production of corrugated containers.

Ontario: New E-Waste Stewardship Regulations

The Government of Ontario recently released final electronic stewardship regulations for the province. (The Electrical and Electronic Equipment (EEE) Regulation under the Resource Recovery and Circular Economy Act, 2016, was filed on September 21, 2020.

As a next step, The Ontario Government is making EEE producers fully responsible for managing their products by transitioning the existing Waste Electrical and Electronic Equipment (WEEE) program to Ontario Regulation 522/20.



This transition will put in place a new framework that:

- makes individual EEE producers responsible for the collection and end-of-life management of EEE they supply into Ontario
- will give EEE producers more control over how they safely manage their EEE and improve environmental outcomes

New requirements for EEE

The EEE regulation requires producers of information technology, telecommunications and audio visual (ITTAV) equipment and lighting to:

- establish free collection networks for consumers
- achieve management requirements through reduction, reuse and/or recycling activities
- provide promotion and education materials until the end of 2022 for ITTAV and the end of 2024 for lighting to increase consumer awareness
- register, report, keep records, and undertake audits related to management activities

Producers of ITTAV equipment are required to register by November 30, 2020 and their collection and management obligations will begin on January 1, 2021. For lighting, producers are required to register by November 30, 2022 and begin their collection and management obligations on January 1, 2023.

Similar to the batteries regulation, the EEE regulation makes individual producers legally responsible for meeting the requirements. However, to facilitate an efficient delivery model and allow for economies of scale, producers would have the flexibility to meet their obligations individually, or collaboratively with other producers, by retaining service providers.

Most service providers (e.g. producer responsibility organizations, haulers, processors and specified refurbishers) will be required to register, report and keep records. Collectors are only required to keep records.

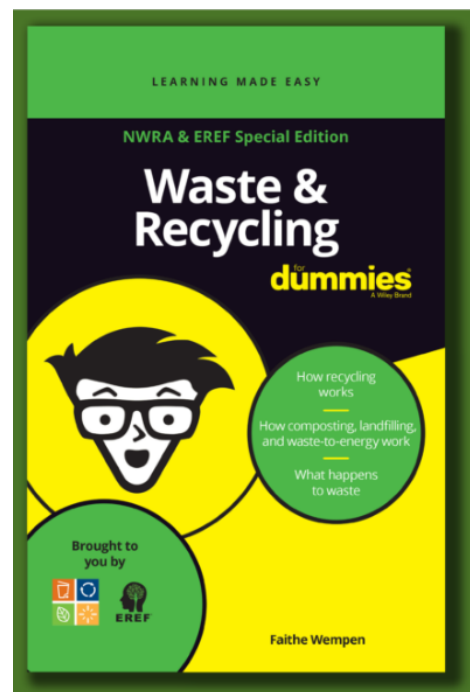
NWRA, EREF Publish 'Waste & Recycling For Dummies'

The National Waste & Recycling Association (NWRA) and the Environmental Research & Education Foundation (EREF) have partnered to produce *Waste & Recycling For Dummies*, an informative and educational book for industry professionals, government officials, students and consumers.

While many have a basic understanding (or some assumptions) about the waste and recycling industry, NWRA and EREF unveil a clearer picture of how the entire industry works in *Waste & Recycling For Dummies*, hoping that readers take a look at their own actions and see what they can do to leave the world in a better place than they found it.

As readers turn the pages of the book, they will learn the importance of the industry and how managing waste properly can help protect human health and the environment. Without proper waste management, our air, land and water can become polluted, and our climate can change for the worse. Recycling helps preserve our natural resources for future generations.

This book also includes insights from many industry subject matter experts (SME). NWRA and EREF express their gratitude for the SMEs' help putting this book together for publication.



ISRI's Recyclability Protocol for Packaging Products Proceeds to Next Phase

Following the launch of its new, one of a kind venture to provide clarity of what products are or are not truly recyclable, the Institute of Scrap Recycling Industries (ISRI) announced that its Recyclability Protocol & Certification program for fiber-based packaging is moving forward to its next stage of development, which includes a confidential survey.

Launched in June of this year, ISRI's Recyclability Protocol and Certification Program is designed to help solve the ongoing confusion in the marketplace over what products are or are not truly recyclable. During this upcoming phase contractor Moore & Associates, on behalf of ISRI, will administer a confidential survey to Materials Recovery Facilities (MRFs) nationwide to gain an inventory of packaging that is recycled from the standpoint of materials and shape/size as well as regional variances in technology and capacity.

The results from the confidential survey will help shape the Protocol & Certification, leading in the future to fiber-based packaging that is designed with the intent to be recyclable based on both technical and market demand criteria. This will lead to more recyclables that meet ISRI Specifications for Paper Stock and thus, greater capture rates for the materials passing through MRFs.

ISRI expects to complete the development of the Protocol & Certification early in 2021. Once complete, the final protocol will incorporate data on the technical recyclability of packaging based on existing technologies and capacity as well as market demand data for the materials. The protocol and certification will assist packaging manufacturers, packaging designers, and brand owners in understanding what is and what is not recyclable, especially in the design stage, as fostered by ISRI's Design for Recycling® initiative. Furthermore, the program will inform consumers that their effort to choose recyclable fiber-based packaging for their products is the sustainable choice. Once developed, the protocol will be expanded to other products made from recyclable commodities.

Huron County Rolls Out Single-Use Item Reduction Strategy

The federal Minister of Environment and Climate Change has announced plans to achieve zero plastic waste by 2030. In response, the County of Huron launched a corporate-wide, single-use item reduction strategy with the goal of improving sustainability.

Single-use or disposable items are products and materials that are designed for one use and are then thrown away. This includes plastic straws and cutlery, disposable beverage cups, plastic shopping bags and takeout containers.

While these items seem affordable and convenient, their continued daily use can result in the generation of more waste, creating a negative impact on the environment.

The Single-Use Item Reduction Strategy will be used as a guideline to help reduce the purchase, use and disposal of single-use items at the organization level, unless deemed necessary for health and safety of staff and community to use such items.

By reducing single-use items employees across all of County of Huron departments will help to minimize the county's environmental impact and improve the sustainability of the corporation.

When a feasible alternative exists the county aims to do its part to eliminate unnecessary use of single-use items from corporate operations and services by using more environmentally sustainable options. This could include replacing single-use items with reusable or recyclable alternatives, and when avoidable, minimizing the use of single-use items and ensuring proper disposal.

Additionally, as a result of funding from the Federation of Canadian Municipalities through the Municipalities for Climate Innovation Program, the county developed a climate change adaptation plan.

The plan identifies what climate change looks like in the county and the County of Huron's vision to address climate change. This includes identifying priority areas for action, including infrastructure, health and safety, and engagement with partners.

Through this plan, the County has committed to being a leader in taking action to reduce, respond to and recover from impacts of climate change.

Given that municipalities play a vital role in supporting communities and are often responsible for responding to impacts of climate change, the County recognizes the importance of taking action.

In recent years the county has seen more extreme weather events, localized flooding and variable weather patterns, which are only a few examples of events expected to increase in severity with climate change.

It is increasingly important that the County prepares for future changes and ensures strategies and resources are in place to address these crises.

The climate change plan combines knowledge from staff and the community to put forth strategies that will be implemented over the next five years. The aim of the strategies is to improve the resiliency of the county's services, operations and assets to the impacts of climate change.

For more information on the reduction strategy visit: <https://www.huroncounty.ca/climate-change-energy/> or contact the County's Planning Department: planning@huroncounty.ca

For more information on the climate change adaptation plan visit <https://connectedcountyofhuron.ca/corporate-climate-change-adaptation-plan>

Tim Hortons Teams Up With TerraCycle To Test Reusable, Returnable Food Packaging Program

Tim Hortons is partnering with TerraCycle's zero-waste platform, Loop, to pilot a program that will give guests the option of paying a deposit and receiving reusable and returnable cups or food containers with their order so they can help us on our mission to reduce single-use waste.



When guests are finished their drink or meal, they can return their reusable cups or food containers at a participating restaurant and have their deposit refunded. The reusable cups and food containers are then professionally cleaned and sanitized by Loop so they can be reused again and again. It's anticipated that over time, the Loop platform would have a growing number of drop-off locations — both at Tim Hortons restaurants and elsewhere — that would make the program even more convenient for guests to participate in.

The pilot test is expected to start in 2021 at select Toronto restaurants.

In February, Tim Hortons announced plans to give away nearly two million reusable cups as part of a 10-year commitment to change consumer perceptions and habits towards using reusable cups. That plan was paused due to the pandemic, but will be relaunched when possible.

Other sustainability initiatives Tim Hortons has announced during Waste Reduction Week include:

Significant improvements have been made to paper napkins, which guests will see in restaurants in early 2021. The new napkins are made with 100 percent recycled fibre and use 25 per cent less material. The change to the new napkins is expected to save 900 tonnes of paper each year.

Tim Hortons is taking another significant step toward cutting its use of plastics by preparing to rollout new paper-based wrappers for sandwiches and bagels that are fully recyclable, while also cutting the use of paper by 17 percent annually. The new packaging, expected to be in restaurants in January, is estimated to reduce more than 460 tonnes of plastic over the next year.

Tim Hortons announced the shift to paper straws, which is estimated to eliminate the use of about 300 million plastic straws over the next year.

Tim Hortons restaurants in Canada will stop the practice of double-cupping and will instead be offering guests a recyclable cardboard sleeve for their hot drinks. The move is expected to eliminate the unnecessary use of more than 200 million cups per year - or the equivalent of wrapping half the circumference of the planet with Tim Hortons cups.

Swedish Giant Ikea To Buy Back Used Furniture

Flat-pack furnishings retailer Ikea said Tuesday that it will offer to buy back thousands of pieces of used Ikea furniture in 27 countries, for resale, recycling or donation to community projects.

The Swedish giant said that its Black Friday event will be “an opportunity to meet customers’ needs in ways that contribute to a circular economy.” It will run from Nov. 24 to Dec. 3.

Anyone selling used Ikea furniture will get a voucher that could be worth as much as 50 per cent of the original price, to buy new items.

The company did not say in what condition the used furniture should be or whether it should be dismantled. The group said it was currently looking into how to best prolong the life of products for reuse, refurbishment, remanufacturing, and recycling.

Later this year Ikea will open its first second-hand store, in a shopping centre west of Stockholm.

As of next year, Ikea will have dedicated destinations in every store where people can sell back their old furniture and find repaired or refurbished furniture.

Ikea was founded by Ingvar Kamprad, who turned a small-scale mail order business started on his family’s farm into a furniture empire by letting customers piece together his simple and inexpensive furniture themselves, in 1943.

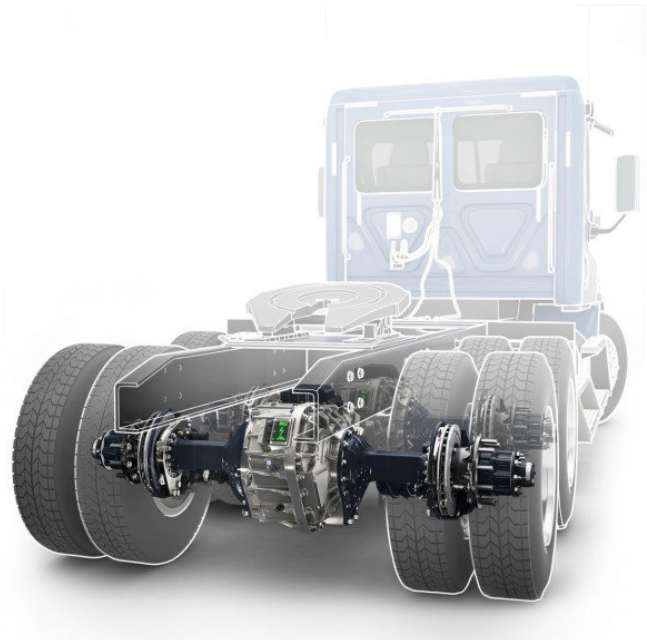
Allison Transmission Launches Series Of Fully Integrated Zero-Emission Electric Axles

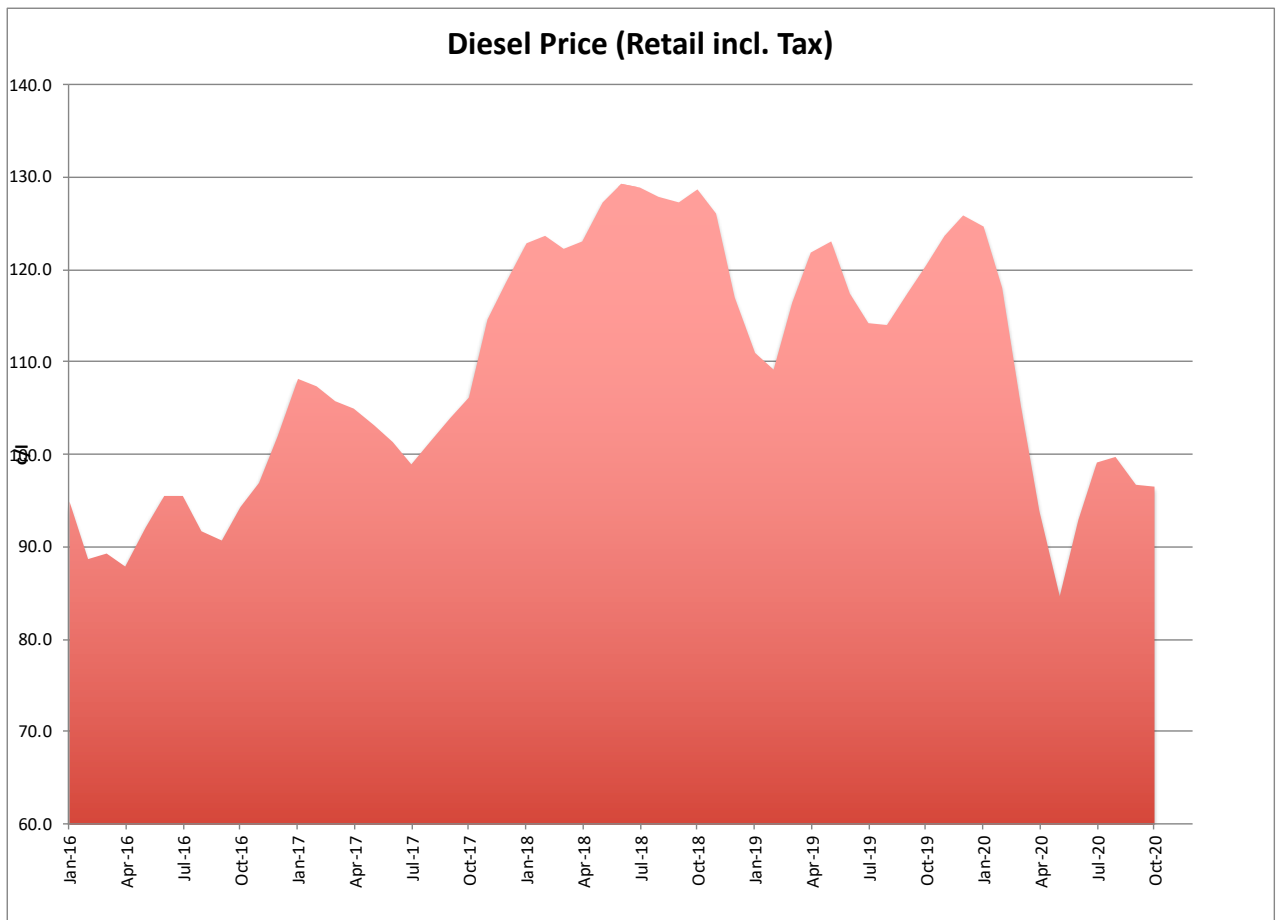
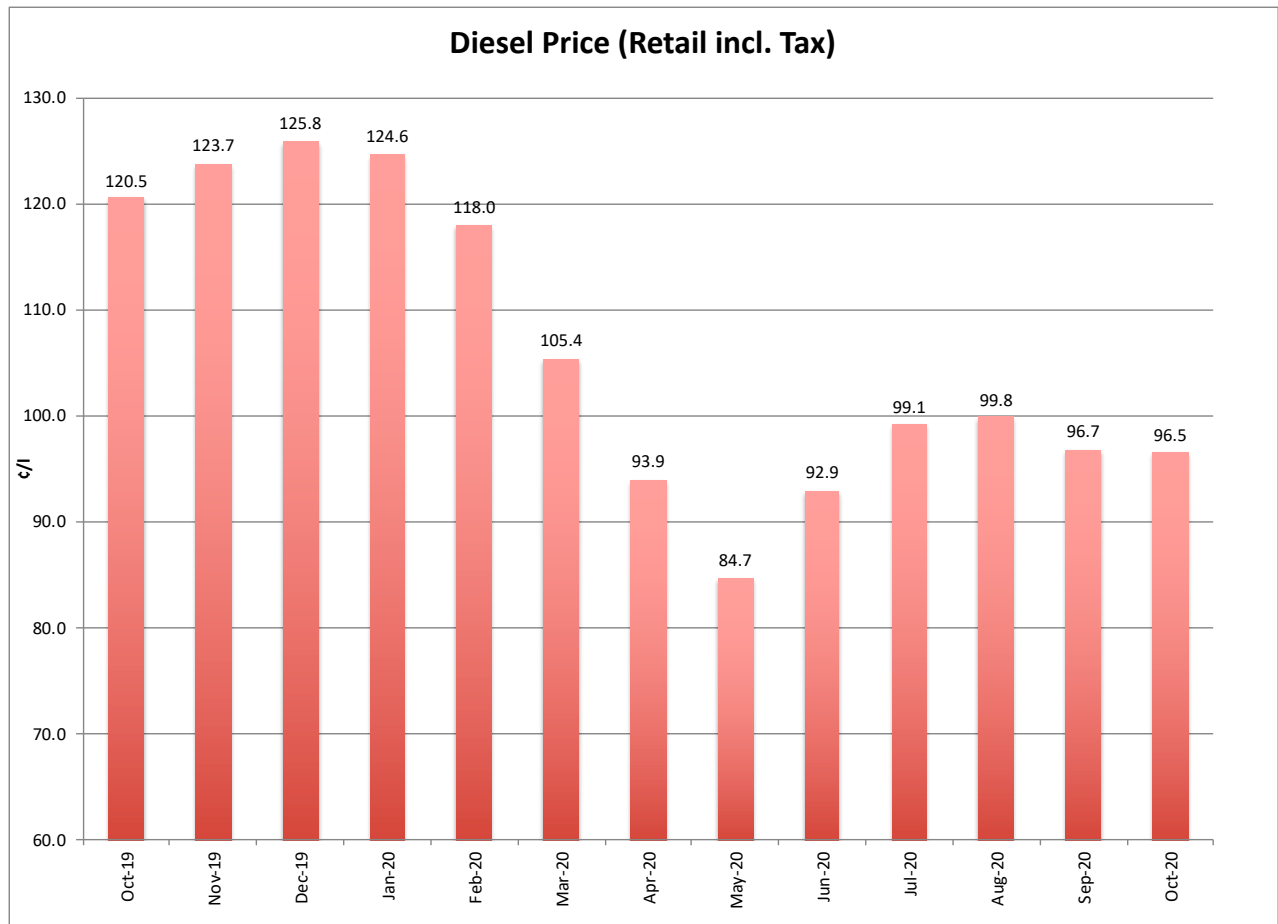
Allison Transmission has launched eGen Power, Allison's new series of fully integrated zero emission electric axles.

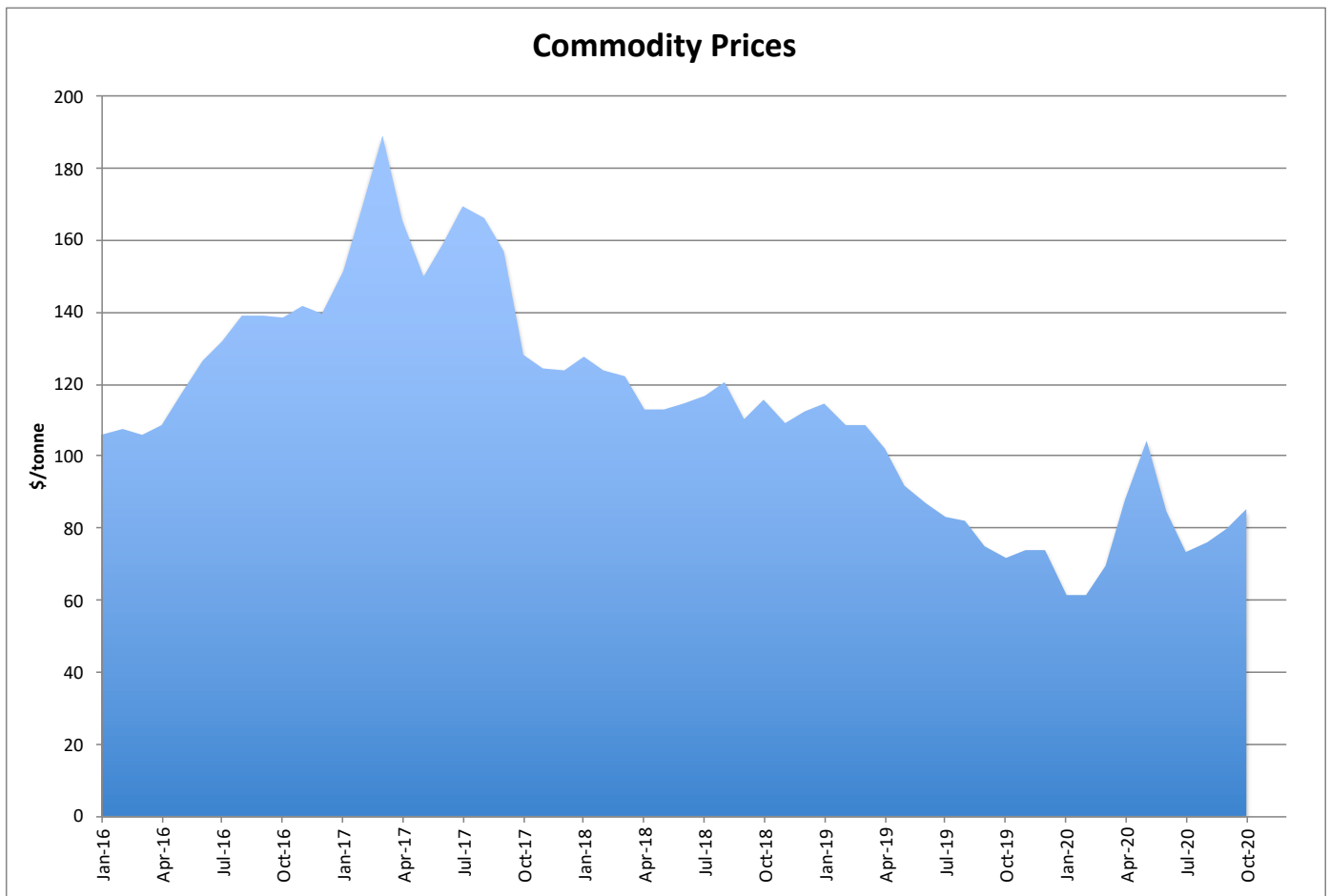
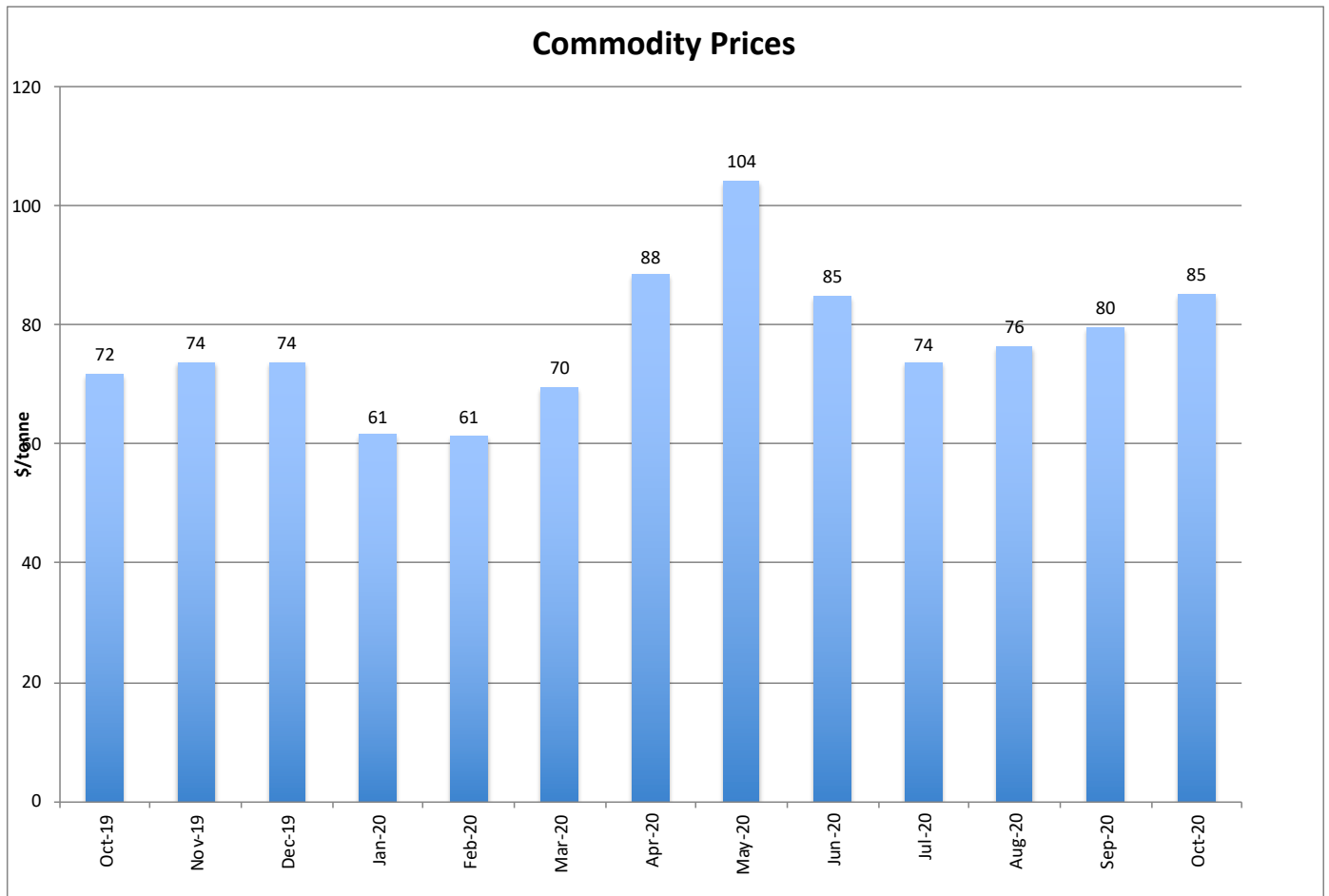
The eGen Power product family will be the second product offering under the recently announced Allison eGen portfolio of fully electric and electric hybrid propulsion solutions. Allison will launch the eGen Power 100D, capable of a 23,000 lb GAWR, as the first electric axle variant within the eGen Power series of products.

The eGen Power 100D features two electric motors capable of generating 200 kW of continuous power each, or 400 kW in total, with a peak combined power of 550 kW. The eGen Power 100D also integrates a two-speed transmission into the central housing. The two-speed transmission facilitates a high starting gradeability, top speed and efficiency as well as an optional differential lock. This efficiency advantage translates to increased range capability or a reduction in battery pack size, optimizing the economic value the eGen Power electric axles deliver.

Hino Trucks and Hexagon Purus chose to integrate the Allison eGen Power 100D into the Hino XL7 truck, most recently showcased during the "Project Z" zero emission vehicle development program announcement by Hino Trucks.









Minutes

Library Board

November 5, 2020

6:30 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Member Present Mayor Strathdee, Councillor Craigmile, Councillor Edney,
Barbara Tuer, Cole Atlin, Melinda Zurbrigg, Reg Quinton, Joyce
Vivian

Staff Present Rebecca Webb, Staff Liaison, Sarah Andrews, Library CEO

1. CALL TO ORDER

Meeting was called to order at 6:32pm by Vice Board B. Tuer.

2. DECLARATION OF PECUNIARY INTEREST

None declared.

3. AMENDMENTS AND APPROVAL OF AGENDA

Moved By Joyce Vivian

Seconded By Councillor Craigmile

That the agenda of the November 5th, 2020 Annual General Meeting be approved as presented.

Carried

4. DELEGATIONS

Vice Chair B. Tuer welcomes Lorraine Miletic from the Friends of the St. Marys Public Library.

5. CONSENT AGENDA

Moved By Reg Quinton

Seconded By Councillor Edney

Motion to accept consent agenda items 5.1. through 5.3. as presented.

Carried

5.1 Acceptance of Minutes

5.2 Library Statistics

5.3 Financial Report

6. DISCUSSION ITEMS

6.1 Annual General Meeting Presentations

CEO S. Andrews gave members gave a presentation detailing the highlights of the 2020 year for both Adult Learning Programs of Perth and the St. Marys Public Library.

Lorraine Miletic, Chair of the Friends of the Library made a presentation about the groups activities from the previous year.

6.2 Circulation and Services Policy revision

The Board received information from staff that Wi-Fi hotspots are now being loaned. The Board will be reviewing the Circulation and Services Policy at the next scheduled revision and making the necessary updates.

That the addition of the loan limit, loan period, fines and fees to the Circulation and Services Policy for the newly implemented Wi-Fi Hotspots be approved.

Defeated

6.3 Friends of the Library Report

Nothing further to report beyond Lorraine Miletic's report as part of the AGM presentations.

7. ROUNDTABLE DISCUSSION

A question was received from a member of the public regarding masks and DVD catalogue descriptions.

It was noted that there are masks for sale in the Library from Friends of the Library.

CEO S. Andrews noted that there was an incident at the Adult Learning Centre this past week wherein a wild animal broken into the centre through a window. Damage did occur and is being dealt with accordingly.

Mayor Strathdee queried the CEO about potential funding opportunities for Adult Learning.

It was noted that those interested in volunteering for the Friends of the Library can contact the group through Facebook and the Library. Donations for book sales are currently not being accepted due to space constraints.

8. UPCOMING MEETINGS

The next regular meeting of the Library Board will take place on December 3, 2020 at 6:45pm.

9. ADJOURNMENT

Moved By Joyce Vivian

Seconded By Reg Quinton

That the November 5, 2020 Annual General meeting of the St. Marys Public Library be adjourned.

Carried

Chair

Board Secretary

SPRUCE LODGE

Board of Management Meeting

October 21st, 2020

Present: *Peter Bolland, David Schlitt, and Jennifer Facey*

Councillors: *Jim Aitcheson, Rhonda Ehgoetz, Danielle Ingram, Marg Luna, Fern Pridham, Kathy Vassilakos*

Regrets:

Guests:

Chairperson Councillor Kathy Vassilakos brought the meeting to order.

Moved by Councillor Luna
Seconded by Councillor Aitcheson

That the agenda for October 21st, 2020 be approved as presented.

CARRIED

➤ Declaration of pecuniary interest.

Approval of Minutes:

Moved by Councillor Ingram
Seconded by Councillor Luna

That the minutes of September 16th, 2020 be approved as presented.

CARRIED

Business Arising: *None noted.*

New Business:

Ratification of Accounts:

Moved by Councillor Luna
Seconded by Councillor Aitcheson

That the September 2020 accounts in the amount of \$311,666.78 to be ratified.

CARRIED

Financial Report:

The Business Manager presented the financial report for the 8 month period ending August 31st, 2020 for review and discussion. The reconciliation process with the resident revenue adjustments will be completed. Increased funding amounts are now reflected.

The Business Manager distributed the COVID Containment – Summary of Revenue and Expenditures for information.

Moved by Councillor Aitcheson
Seconded by Councillor Ingram

To accept the Spruce Lodge Revenue and Expenses for the 8 month period ending August 31st, 2020 as presented.

CARRIED

SPRUCE LODGE - Continued

Board of Management Meeting

October 21st, 2020

Administrator's Report:

Pandemic Pay:

When pandemic pay ended, absenteeism levels increased with record overtime. There are currently 12 vacant PSW lines, and there continues to be a shortage of PSW staff. An effort will be made to address self-scheduling in bargaining.

The earlier proposal approved to include the leadership team in the pandemic pay anticipated ten (10) staff, although there were twelve (12). The Elderly Persons Centre (EPC) staff was not covered under the specifications as well as only half (½) of the RAI co-ordinator /Support Services Co-ordinator position.

Moved by Councillor Luna

Seconded by Councillor Ingram

**To amend the previous recommendation that all staff,
and contracted service staff receive pandemic pay.**

CARRIED

Snow Removal:

Due to increased insurance premiums, Liedtke Parking lot Maintenance is no longer providing snow removal. Bosco Pool & Spa and EMA submitted quotes. Bosco quoted salt per ton quote, and EMA who currently services the hospital quoted salt per application.

The Administrator asked if any board members were familiar with either company, and it was indicated that Bosco services the down town core.

COVID Update:

A Thanksgiving update was sent to resident family members.

Spruce Lodge remains COVID free with no symptomatic tests pending.

We have restricted day trip outing over Thanksgiving with no issues from families, and may introduce approval for day outings on a case by case basis.

The Province has introduced requested outings.

Absenteeism is up, overtime is up, and recruitment remains a challenge.

The Government introduced paid education programs, on line learning, placement in homes in which they are working. A \$3.00 wage increase for PSWs in the community and Long Term Care, and a \$2.00 wage increase for PSWs in hospitals. This increase is back dated to October 1st, 2020, but no details have yet been received.

We are currently looking at a different staffing model for Nursing. Currently PSWs are performing kitchen duties. Although they assist in getting residents up, and address call bells, most of their time is spent in the kitchen. Level of care and clientele has changed since this model was introduced.

The focus has been on infection control. Spruce Lodge and other homes in the area have hired non-PSWs to support PSW staff in a Home Support Assistant (HAS) role. Some of the screeners at Spruce Lodge have taken the HSA position. This is a combined support worker role with housekeeping. Efforts are in place to eliminate staff from working in more than one unit. There are currently four (4) Dietary Students assigned to specific units. This will increase to seven (7) in order to have one per unit.

SPRUCE LODGE - Continued

Board of Management Meeting

October 21st, 2020

The new model would cause a significant increase to the funding level with an approximate 2.5% increase, but a 25% increase to the levy. It would be difficult to stagger this new approach. Minor capital fund could help to fund the first year's implementation. A separate budget will be completed for comparison.

Municipalities would need to be notified soon if more funding is necessary. There is concern that municipalities are trying to maintain status quo. The budget deadline to Municipal Shared Services is November 19th, 2020. Although municipalities need to acknowledge the need for increased funding, the province has to as well. We need to ask municipalities to advocate to province.

Moved by Councillor Ingram

Seconded by Councillor Luna

To issue a letter to the province advocating for funding.

CARRIED

Spruce Lodge continues to carry a six (6) month of personal protective equipment (PPE) with an additional eight (8) week supply supplied at no charge.

Although we have had week off with communications, they are still being sent out weekly to both staff, and family members.

Critical Incident Inspection:

There were no findings, and the inspectors were very complementary and supportive.

C.U.P.E. Negotiations:

We are attempting to get some dates set for bargaining.

CARF Accreditation:

The Accreditation process will start on Monday. A full day Zoom meeting will take place with half day spent with leadership and the other half with Nursing. This will extend our accreditation to next year.

Moved by Councillor Luna

Seconded by Councillor Aitcheson

To accept the Administrator's report as presented.

CARRIED

Correspondence: *None presented.*

Other Business: None reported

Moved by Councillor Ingram

That the meeting be adjourned.

CARRIED

SPRUCE LODGE - Continued

Board of Management Meeting

October 21st, 2020

Date & Time of Next Meeting:

Wednesday, November 18th, 2020 at 5:00 p.m.

***– COVID Care Unit - Griffith Auditorium
(NO ON-SITE PRESENCE)***

Councillor Vassilakos
Chairperson

Jennifer Facey
Secretary

Date

MINUTES
BOARD OF DIRECTORS' MEETING
Virtual Meeting Due to COVID-19 Pandemic
TUESDAY, SEPTEMBER 29, 2020

Members Present:	M.Blosh A.Dale A.Hopkins T.Jackson S.Levin – Chair N.Manning H.McDermid	P.Mitchell A.Murray B.Petrie J.Reffle J.Salter M.Schadenberg
Regrets:	D.Edmiston	A.Westman
Solicitor:	G.Inglis	
Staff:	T.Annett F.Brandon-Sutherland D.Charles M.Fletcher C.Harrington E.Heagy J.Howley B.Mackie	K.Maaskant C.Saracino J.Schnaithmann A.Shivas C.Tasker M.Viglianti – Recorder I.Wilcox K.Winfield

1. Approval of Agenda

The Chair confirmed the mover and seconder for approval of the agenda were willing to let their names stand.

Mover: B.Petrie

Secunder: J.Reffle

THAT the Board of Directors approve the Agenda as posted.

Carried.

2. Declaration of Conflicts of Interest

The Chair inquired whether the members had any conflicts of interest to declare relating to the agenda. There were none.

3. Minutes of the Previous Meeting

August 25, 2020

The Chair confirmed the mover and seconder were willing to let their names stand.

Mover: J.Salter

Secunder: M.Schadenberg

THAT that the UTRCA Board of Directors approve the Board of Directors' minutes dated August 25, 2020, including any closed session minutes, as posted on the Members' web-site.

Carried.

4. Business Arising from the Minutes

There was no business arising from the minutes.

5. Delegations

There were no delegations.

6. Business for Approval

6.1 UTRCA 2021 Draft Budget Concepts Memo

(Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Staff introduced the report. In response to questions staff clarified that while the 2020 Current Value Assessment (CVA) values are being phased in for property owners in terms of municipal taxation, adjustments provided by the Ministry of Natural Resources and Forestry (MNRF) for 2021 will be based on the 2019 CVA and that no phase-in is applied to the provincial formula for Conservation Authority levy allocations to municipalities.

Minister Yurek spoke at the recent Conservation Ontario Council meeting and confirmed that legislative and regulatory changes to the Conservation Authorities Act are expected by the end of the fall legislative

session. Staff are moving forward in creating the 2021 Draft budget under the assumption that the changes to levying powers set forth by Bill 108 will not come into effect until the 2022 budget year.

The staff recommended 0.6% inflationary increase was discussed and some members questioned the number, what it was based on, and expressed concerns it was too low. It was confirmed the UTRCA has a policy stating staff are to use the April to April prior year Consumer Price Index (CPI) as a guide to help the Board determine the yearly inflationary increase. Concerns were raised around the impact of underfunding on the existing hazard management efforts as outlined in number 9 of the report. Staff clarified underfunding is not a new issue, and while the Authority has managed to deliver the service effectively due to aggressively pursuing other sources of revenue, it is not sustainable over the long term and could result in levy increases in the future if Provincial funding support for Flood Control continues to decrease. Board members raised additional concerns regarding the inflationary cost of construction materials for planned capital projects.

Board members questioned the drivers behind the increased insurance costs. Staff explained that property and liability insurance is provided through Conservation Ontario group buying to minimize costs, and the UTRCA will be going to market in 2021 for the group benefits plan with the expectation that costs will be reduced. Members felt the additional value of group benefits should be considered when discussing the 0.6% levy increase.

Questions were also raised around the impact of deferring the final levy increase for the Environmental Targets Strategic Plan another year including our ability to meet Targets within the time specified. Staff agreed that deferring the final increase for Targets funding and the impacts of Bill 108 may require the Targets or their timelines to be revised. The Board also cautioned against self-inflicted budget cuts.

Mover: J.Reffle

Secunder: M.Blosh

THAT the Board of Directors approve the recommendations as presented in the report.
Carried.

6.2 Fanshawe & Pittock Dam Safety Review (Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Mover: A.Dale

Secunder: H.McDermid

THAT the Board of Directors approve the recommendation as presented in the report.
Carried.

6.3 Update to Hearing Guidelines for Conducting Hearings Pursuant to Section 28 of the Conservation Authorities Act (Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Staff confirmed the attached changes to the Hearing Guidelines were approved at the Conservation Ontario Council meeting yesterday with no further amendments needed. Staff will require additional training before Hearings can resume.

Due to Hearings being considered adjourned if a Committee member is disconnected for more than fifteen minutes, the importance of Committee members connecting to a Hearing from a location with a strong internet connection was expressed.

Staff confirmed the UTRCA has Standard Operating Procedures in place for site visits, and would be provided to Committee members should a site visit during a Hearing be requested.

Mover: A.Hopkins

Secunder: T.Jackson

THAT the Board of Directors approve the recommendation as presented in the report.

Carried.

7. Business for Information

7.1 Section 28 Status Report (Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Mover: N.Manning

Secunder: H.McDermid

THAT the Board of Directors receives the report as presented.

Carried.

7.2 Blue Green Algae – Wildwood Conservation Area Reservoir (Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Staff confirmed the beach at Wildwood was closed for the season and that algae blooms are a reoccurring issue. There were no reports of the algae bloom having a negative impact on reservoir fisheries this summer.

Mover: P.Mitchell

Seconded: A.Murray

THAT the Board of Directors receives the report as presented.
Carried.

7.3 Tender Award – West London Dyke Reconstruction Phase 7
(Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Staff confirmed that Robuck has a long history of bidding on these types of jobs with the UTRCA, and while interest was expressed by other companies, no other bids were received. Staff confirmed the bid was slightly higher than budget, but within the acceptable range.

Mover: B.Petrie

Seconded: J.Reffle

THAT the Board of Directors receives the report as presented.
Carried.

7.4 Wildwood Dam Motor Control Cabinet
(Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Mover: J.Salter

Seconded: M.Schadenberg

THAT the Board of Directors receives the report as presented.
Carried.

8. September 2020 For Your Information Report

The September FYI was presented for the Member's information.

9. Other Business (Including Chair and General Manager's Concluding Remarks)

The Board was informed a limited number of staff have returned to the Watershed Conservation Centre (WCC), with the majority of staff continuing to work from home. Conservation Area staff have continued to work from UTRCA work places throughout the pandemic. The WCC continues to be closed to the public. The UTRCA COVID team continues to meet weekly to monitor public health recommendations and to adapt policies accordingly.

The remainder of the 2020 Board meetings will be held electronically and it is very likely the Annual General Meeting will be in this format. The Board was asked to pass-on any ideas or advice for improving the electronic meeting format to staff.

10. Closed Session – In Camera

The Chair confirmed the mover and seconder were willing to let their names stand.

There being matters to follow up on the August discussion regarding the plan to be applied to negotiations,

Mover: H.McDermid

Secunder: M.Blosh

THAT the Board of Directors adjourn to Closed Session – In Camera
Carried.

10.1 Plan to be Applied to Negotiations – Follow Up #2

Progress Reported

The second follow up report regarding the plan to be applied to negotiations regarding UTRCA owned buildings in Motherwell, requested at the August meeting in closed session, was reviewed and discussed.

The Board rescinded a motion from June 23rd that provided staff direction regarding a plan to be applied to negotiations with a prospective renter.

The Board discussed and voted on the following deferred motion from the September 29, 2020 meeting.

Mover: T.Jackson

Secunder: N.Manning

THAT the Board of Directors approve the recommendations as presented in the closed session report.
Carried.

11. Adjournment

The Chair confirmed the mover was willing to let their name stand. There being no further business, the meeting was adjourned at 11:25 am on a motion by N.Manning.

A handwritten signature in cursive script, appearing to read 'Ian Wilcox', is written over a horizontal line.

Ian Wilcox
General Manager
Att.

Minutes

St. Marys Business Improvement Area (BIA) Board Meeting

Date: November 9, 2020

Time: 6:00 pm

Live Stream:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

1. CALL TO ORDER

St. Marys Business Improvement Area Board: Lanny Hoare (Chair), Gwendolen Boyle (Vice-Chair), Amie Rankin (Secretary), Kyle Burnside (Treasurer), Councillor Tony Winter

The Chair called the meeting to order at 6:01 pm.

2. DECLARATION OF PECUNIARY INTEREST / CONFLICT OF INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Moved By: Gwendolen Boyle

Second: Amie Rankin

THAT the November 9, 2020 St. Marys Business Improvement Area Board agenda be approved.

Carried

4. ACCEPTANCE OF MINUTES

Moved By: Gwendolen Boyle

Second: Kyle Burnside

THAT the October 5, 2020 St. Marys Business Improvement Area Board meeting minutes be approved by the Board and signed by the Chair and the Secretary.

5. BUSINESS ARISING FROM MINUTES

5.1 Board Member Nomination Discussion

No expressions of interest were received for additional BIA Board Members. This topic will be revisited in 2021 after the holiday shopping season.

5.2 Budget 2021 Discussion

Changes and adjustments to the 2021 BIA budget will be completed after consultation with the BIA membership. The December BIA Board Meeting will include a webinar format to facilitate this. A draft budget will be distributed prior to this and a call to the membership for submission of projects will be done.

6. DELEGATIONS

6.1 Leonard Hawkins re: St. Marys Shopping Bag Promotion

Leonard Hawkins presented on behalf of the Rotary Club of St. Marys. Previously, a St. Marys shopping bag project was done as a collaboration between Rotary and the BIA. Rotary financed the project, provided storage and delivery, and finalized details with the supplier. This occurred approximately 10 years ago and was a successful campaign.

This project may be implemented again and is a potential marketing opportunity to promote shopping locally. It may be done in collaboration with Rotary or done independently by the BIA and the Town of St. Marys. More information on sourcing and cost will be completed and this topic will be revisited at a future meeting.

6.2 Stephanie Potter re: Transportation Project

Stephanie Potter from City of Stratford presented on Perth County Connect, the intercity transportation bus service. This bus service will be launching on Monday, November 16, 2020 with scheduling and

information available online. It will connect St. Marys to other municipalities including Stratford, London, Waterloo, and more.

Adjustments to service were made due to the COVID-19 pandemic and the initial launch will have some restrictions. These transportation routes will enable people from larger communities to shop in smaller communities and hours of service during the holidays will allow for local shopping.

7. CORRESPONDENCE

A letter from Chantal Lynch was received by the BIA Board that noted some concerns over COVID-19 tracking in stores. The current guidelines under the Retail Council of Canada were discussed and showed that there is currently no legal requirement to screen. There are additional privacy issues when acquiring personal information from customers.

8. REPORTS

8.1 Council Report

Councillor Winter provided the Board with highlights from Council discussions. These included; changes to Town of St. Marys staffing, the launch of Perth County Connect, COVID-19 relief funds and budget 2021 details.

Moved By: Councillor Tony Winter

Second: Gwendolen Boyle

THAT the verbal Council report be received.

Carried

8.2 Treasurer's Report

Moved By: Amie Rankin

Second: Gwendolen Boyle

THAT the October 2020 Treasurer's report be accepted as presented.

Carried

9. OTHER BUSINESS

9.1 Downtown Gift Card Program

Kelly Deeks-Johnson presented on a potential gift card program for the BIA. The BIA has previously run a program called Downtown Dollars that had some administrative issues.

Kelly reached out to Downtown Moncton BIA to learn about their pre-paid gift card program. This program is a closed-loop system that uses pre-paid cards that can be run through stores' POS systems. When this type of card is used, money is automatically put into a store's account and may be used online. Members could choose to participate and advertise this. A program like this and the associated costs and suppliers will be investigated.

9.2 Governance Committee and Constitution Talks

Gwendolen Boyle discussed creating a Governance Committee to finalize the BIA Constitution.

Moved By: Gwendolen Boyle

Second: Amie Rankin

THAT the BIA accept applications for the Governance Committee that will be enacted in January 2021.

Carried

9.3 Business Economic Support & Recovery Task Force Updates

9.3.1 Town of St. Marys Business Grant Program

Andre Morin, Director of Finance/Treasurer, Town of St. Marys, discussed the creation of a business grant program. The Business Economic Support & Recovery Task Force has decided to move forward with a local grant program to give up to \$3000 to businesses that have been negatively impacted by COVID-19. Parameters for the grant will be created and applications will be launched soon.

9.3.2 Development of a Tourism Microsite and Business Directory

Kelly Deeks-Johnson discussed the creation of a tourist-focused "microsite." This is a project from the Business Economic Support & Recovery Task Force that will create a subsite on the Town of St. Marys corporate site that focuses on tourism information. It will include a business directory, information about events, and more. A grant-funded student position was hired to help with the microsite and promotions during the holidays.

9.4 Beautification Committee Update

Gwendolen Boyle discussed putting a call out for applications for the Beautification Committee.

Moved By: Gwendolen Boyle

Second: Councillor Tony Winter

THAT the BIA accept applications for the Beautification Committee that will be enacted in January 2021.

Carried

10. UPCOMING MEETINGS

The next Board meeting will be held on Monday, December 14, 2020 at 6:00 pm
- Location TBD, potentially in a webinar format.

Agenda items for the upcoming meeting includes:

- Small Business Tax Category - requirements and categorizations
- Additional Board Member expressions of interest
- Governance Committee and Beautification Committee applications

2020 BIA Board Meeting Dates

January 20	February 10	March 9	April 6
May 11	June 8	July 20	August 17
September 14	October 5	November 9	December 14

11. ADJOURNMENT

Moved By: Gwendolen Boyle

Second: Councillor Tony Winter

THAT this meeting of the St. Marys Business Improvement Area Board adjourns at 7:31 pm.

Carried

Chair

Committee Secretary



MINUTES
Community Policing Advisory Committee

November 25, 2020
9:00 am
Video Conference

Committee Members Present: Councillor Winter
Mayor Strathdee
Doug Diplock
Jacqueline Hibbert

Committee Members Absent: Paul Dunseith

Stratford Police Services Present: Chief Greg Skinner
Deputy Chief Foster
Community Resources Officer Nick Keating
Community Resources Officer Aaron Mounfield

Staff Present: Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk

1. CALL TO ORDER

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

2. DECLARATION OF PECUNIARY INTEREST

None.

3. ADDITIONS TO THE AGENDA

Chair Winter requested an addition to the agenda, under "Other Business" titled "Police Media Releases on All Occurrences".

Moved By Jacqui Hibbert

Seconded By Doug Diplock

THAT the November 25, 2020 Community Policing Advisory Committee agenda be accepted as amended

CARRIED

4. ADOPTION OF MINUTES FROM PREVIOUS MEETING

Moved By Doug Diplock

Seconded By Jacqui Hibbert

THAT the October 21, 2020 Community Policing Advisory Committee meeting minutes be approved by the Committee and signed by the Chair and the Secretary.

CARRIED

5. BUSINESS ARISING FROM MINUTES

None.

6. DELEGATIONS

6.1 Constable Aaron Mounfield - Introduction to the Committee and Transition of Community Liaison Duties (2021)

Chief Skinner thanked Constable Keating for his service to St. Marys as the Community Liaison Officer over the past two years.

Chief Skinner introduced Constable Mounfield as the St. Marys Community Liaison Officer who will be transitioning to the role in January 2021.

6.2 Mobile Crisis Rapid Response Team - Macgregor Austin-Olsen

Chief Skinner provided an overview of the mobile crisis rapid response team that has been implemented throughout Huron and Perth Counties over the last year.

Chief Skinner introduced Macgregor Austin-Olsen to the Committee. Mr. Austin-Olsen is the member of the mobile crisis rapid response team that works with the Stratford Police Service in addition to the Perth and Huron detachments of the OPP.

Mr. Austin-Olsen gave a brief overview of the program's priorities over the last year and highlighted the expectations as the program continues into the future.

7. REPORTS

7.1 POLICE MONTHLY STATISTICS

Deputy Chief Foster presented the October 2020 police report.

In response to an inquiry about the number of hours police spend on an overdose occurrence, Deputy Chief Foster stated an average of two hours.

Moved By Doug Diplock

Seconded By Mayor Strathdee

THAT the October 2020 Police Monthly Statistics report be received.

CARRIED

7.2 CRIME STOPPERS REPORT

Chief Skinner presented the October 2020 Crime Stoppers report.

In response to an inquiry about the type of precautions police take when responding to crime stoppers' tips, Chief Skinner stated that police are trained for the job although complacency can lead to dangerous results.

Moved By Doug Diplock

Seconded By Jacqui Hibbert

THAT the October 2020 Crime Stoppers report be received.

CARRIED

8. CORRESPONDENCE

None.

9. OTHER BUSINESS

9.1 Police Media Releases on All Occurrences

In response to an inquiry from the St. Marys Independent that was received by Council at its regular meeting on November 24 regarding why the police do not issue releases for all incidents that occur in St. Marys, Chief Skinner stated that the police service has a policy on the type of information released to the public. An overview of the policy includes that information tends not to be released if it leads to stigmatizing individuals involved in occurrences. Chief Skinner stated that occurrences involving domestic violence are not reported.

10. UPCOMING MEETINGS

Chair Winter reviewed the upcoming meetings as presented on the agenda.

11. ADJOURNMENT

Moved By Doug Diplock
Seconded By Jacqui Hibbert

THAT this meeting of the Community Policing Advisory Committee adjourns at 9:37 am.

CARRIED

Chair Winter

Brent Kittmer, Chief Administrative Officer



Minutes

Green Committee

November 25, 2020

5:30 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Member Present	Katherine Moffat, Chair Lynette Geddes Councillor Pridham Fred Stam John Stevens David Vermeire
Staff Present	Jed Kelly, Director of Public Works Morgan Dykstra, Committee Secretary

1. CALL TO ORDER

The Chair called the meeting to order at 5:30 p.m..

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution: GC-2020-06-01

Moved By John Stevens

Seconded By Lynette Geddes

THAT the November 25, 2020 Green Committee Agenda be accepted as presented.

Carried

2. DECLARATION OF PECUNIARY INTEREST

None.

4. DELEGATIONS

None.

5. ACCEPTANCE OF MINUTES

Resolution: GC-2020-06-02

Moved By Fred Stam

Seconded By Councillor Pridham

THAT the September 23, 2020 Green Committee minutes be approved and signed by the Chair and the Committee Secretary.

Carried

6. STRATEGIC ITEMS - PROGRESS UPDATE

Morgan Dykstra, Committee Secretary spoke to the Strategic Items - Progress Update and responded to questions from the Committee.

Jed Kelly, Director of Public Works also provided an update related to the transition to a producer pay model for recycling, and possible implications for the Town of St. Marys.

Resolution: GC-2020-06-03

Moved By Lynette Geddes

Seconded By John Stevens

THAT the November Green Committee Strategic Priorities Status Table be received for information.

Carried

7. REPORTS

None.

8. OTHER BUSINESS

Morgan Dykstra advised the Committee that she had received a request to consider hosting online panel discussions with experts to discuss how St. Marys residents can make St. Marys greener.

The Committee discussed how the panels could be advertised, how they are offered, possible topics and who might participate in the panels.

The Committee was of the consensus that the Bluewater Recycling Association should be featured on a panel to discuss what is recyclable and what is not recyclable. Town Staff will reach out to the Association to determine if they have an interest in a participating in a panel discussion.

Committee Member John Stevens left the meeting at 6:08 PM and returned to the meeting at 6:12 PM.

9. UPCOMING MEETINGS

The Committee reviewed the proposed meeting dates for 2021, small clerical corrections need to be made to the calendar. Town staff will re-distribute the calendar once the corrections have been made.

Resolution: GC-2020-06-04

Moved By Fred Stam

Seconded By Councillor Pridham

THAT the Green Committee approve the 2021 Green Committee meeting calendar as presented.

Carried

10. ADJOURNMENT

Resolution: GC-2020-06-05

Moved By John Stevens

Seconded By David Vermeire

THAT this meeting of the Green Committee be adjourned at 6:18 pm.

Carried

Katherine Moffat, Chair

Morgan Dykstra, Committee Secretary



MINUTES

Heritage Advisory Committee

November 9, 2020

6:15 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-d0YKteFQ>

Members Present Mayor Al Strathdee
 Councillor Pridham
 Barbara Tuer
 Clive Slade
 Janis Fread
 Michael Bolton
 Michelle Stemmler
 Paul King
 Sherri Winter-Gropp
 Stephen Habermehl

Staff Present Amy Cubberley, Cultural Services Supervisor

1. **CALL TO ORDER**

Chair Habermehl called the meeting to order at 6:14pm.

2. **DECLARATION OF PECUNIARY INTEREST**

None declared.

3. **AMENDMENTS AND APPROVAL OF AGENDA**

Paul King suggested that CHO Report be removed from the agenda.

Resolution

Moved By Clive Slade

Seconded By Michelle Stemmler

THAT the November 9, 2020 Heritage Advisory Committee agenda be accepted as amended.

CARRIED

4. DELEGATIONS

None.

5. CORRESPONDENCE

None.

6. AMENDMENT AND ACCEPTANCE OF MINUTES

Resolution

Moved By Clive Slade

Seconded By Sherri Gropp

THAT the October 19, 2020 Heritage Advisory Committee minutes be accepted as presented.

CARRIED

7. BUSINESS ARISING FROM MINUTES

None.

8. REGULAR BUSINESS

8.1 Heritage Conservation District Update

No update.

8.2 Municipal Register, Part 1 - Designations/designated property matters

8.2.1 345 Wellington Street South Update

Staff updated the Committee that they are moving forward with the Part IV designation of 345 Wellington Street South. It received preliminary approval from Council to move forward with the designation process in March 2020, but was put on hold due to the pandemic and Provincial state of emergency.

8.3 Municipal Register, Part 2 - List of Significant properties

The Committee and staff reviewed the proposed changes for all wards. Staff will compile a list of new properties to consider adding to the list and begin supplementary research to accompany the properties up for consideration.

8.4 Properties of interest or at risk (not necessarily designated)

None.

8.5 Homeowner/Property owner letters

Staff will provide Paul King with the mailing address for 239 Wellington Street South, once it has been confirmed.

9. COUNCIL REPORT

Councillor Pridham and Mayor Strathdee updated the Committee on the 2021 budget process, cemetery wildflower garden, attainable housing project, and 2020 Remembrance Day plans.

10. OTHER BUSINESS

None.

11. UPCOMING MEETINGS

December 14, 2020 at 6:15pm.

12. ADJOURNMENT

Resolution

Moved By Councillor Pridham

Seconded By Janis Fread

THAT the November 9, 2020 Heritage Advisory Committee meeting adjourn at 8:09 pm.

CARRIED

Chair

Committee Secretary



Minutes

Youth Council

November 20, 2020

4:00 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Member Present Lauren Partridge, Sam Truax, Councillor Edney, Allison Kennedy-Edney, Cate Poulton, Megan Richardson, Meghan Hymus, Jess Hammond, Paytien Truax, Kirsten Pabillano

Member Absent Izzy Edwards

Staff Present Amy Cubberley, Cultural Services Supervisor
Brittany Petrie, EarlyON Coordinator

1. CALL TO ORDER

Chair Truax called the meeting to order at 4:06pm

2. DECLARATION OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Moved By Lauren Partridge

Seconded By Allison Kennedy-Edney

THAT the November 20, 2020 Youth Council agenda be accepted as presented.

Carried

4. DELEGATIONS

None.

5. ACCEPTANCE OF MINUTES

Moved By Lauren Partridge

Seconded By Allison Kennedy-Edney

THAT the October 23, 2020 Youth Council minutes be accepted as presented.

Carried

6. BUSINESS ARISING FROM MINUTES

6.1 Final Details- Christmas Parade and Toy Drive

Council members made final arrangements for the Christmas Parade and Toy Drive on November 21. All Council members can attend.

- Brittany is ordering pizza from Skippy's
- Sam is purchasing decorations and bringing decorations from home, will confirm power outlets and gather extension cords, and will look after supplying music
- Megan is bringing lights
- Allison is bringing a PA system and disco lights

7. NEW BUSINESS

7.1 New Council Members

Moved By Lauren Partridge

Seconded By Megan Richardson

THAT the St. Marys Youth Council accept the nomination of Meghan Hymus,

and;

THAT the St. Marys Youth Council recommends to Town Council that Meghan Hymus be appointed to the Youth Council.

Carried

Moved By Lauren Partridge

Seconded By Allison Kennedy-Edney

THAT the St. Marys Youth Council accept the nomination of Kirsten Pabillano,

and;

THAT the St. Marys Youth Council recommends to Town Council that Kirsten Pabillano be appointed to the Youth Council.

Carried

7.2 The Coldest Night

Councillor Edney updated Council on the Coldest Night of the Year event. It is a 2km and 5km fundraising walk for the United Way in February 2021. Allison will be the liaison between the Youth Council and the United Way. She will bring a report forward at the next meeting.

7.3 Wilmot Youth Forum 2020

Sam informed the Council about the invitation to the Wilmot Youth Forum. It is virtual and will take place on December 5 from 1:00-4:00pm. Sam will send the link and all Council members are encouraged to join. The focus is on rural youth issues.

8. OTHER BUSINESS

Councillor Edney has identified a new potential Council member. He will attend the next meeting.

9. UPCOMING MEETINGS

December 4, 2020 at 4:00pm via Zoom (informal meeting)

10. ADJOURNMENT

Moved By Lauren Partridge

Seconded By Allison Kennedy-Edney

THAT the November 20, 2020 Youth Council meeting adjourn at 4:31pm.

Carried

Chair

Committee Secretary

BY-LAW 106-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to establish an emergency management program for the protection of public safety, health, the environment, the critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

- WHEREAS:** The Province of Ontario has passed an Act and Regulation which requires the development and implementation of an emergency management program (The Emergency Management and Civil Protection Act, Chapter E9, RSO 1990) by the Council of a municipality;
- AND WHEREAS:** The Act requires the emergency management program to conform to standards promulgated by Emergency Management Ontario in accordance with international best practices, including the five core components of emergency management, namely: mitigation, prevention, preparedness, response and recovery; and also makes provision for the municipality and council to develop and implement an emergency management program to protect public safety, public health, the environment, the critical infrastructure and property, and to promote economic stability and a disaster-resilient community;
- AND WHEREAS:** This Act makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof, and also provides the Head of Council with authority to take such action or make such orders as he/she considers necessary and not contrary to law, to implement the emergency response plan and respond to an emergency
- AND WHEREAS:** The Act provides for the designation of one or more members of council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act;
- AND WHEREAS:** The Act authorizes employees of a community to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
1. That an Emergency Management Program be developed and implemented in accordance with the standards published by Emergency Management Ontario in accordance with international best practices.
 2. That certain appointed officials as provided in the approved emergency response plan are empowered to cause an emergency notification to be issued to members of the Municipal Emergency Control Group, and to respond to an emergency in accordance with

the emergency response plan where the emergency exists but has not yet been declared to exist;

3. That the Emergency Management Program Committee (EMPC) will review annually the Emergency Management Program and the Emergency Management Plan and will recommend changes as considered appropriate and refer recommendations to Council for further review and approval.
4. The EMPC membership will consists of the members who are known as the Municipal Emergency Control Group (or MCEG). The chair of this group will be the Chief Administrative Officer.
5. That the emergency response plan attached hereto as Schedule "A" of this By-Law is hereby adopted with the understanding that Annex 'A' of said schedule shall be updated from time to time under the direction of the Chief Administrative Officer.
6. That the members of the Municipal Emergency Control Group (MCEG) include the Mayor, Chief Administrative Officer, Fire Chief, Director of Public Works, Director of Corporate Services / Treasurer, Police (Stratford Police Service), CEMC, Alternate CEMC(s), Director of Human Resources, Director of Community Services, Director of Building and Development, Corporate Communications Manager and Municipal Clerk.
7. That By-laws 58 of 2007 and 26-2019 are hereby repealed.
8. That this by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Stratheed

Jenna McCartney, Clerk

BY-LAW 107-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a lease agreement between The Corporation of the Town of St. Marys and Parks Lawn Bowling Club.

- WHEREAS:** The Corporation of the Town of St. Marys hereby leases to the Parks Lawn Bowling Club those certain areas within the premises known as a portion of Milt Dunnell Field and consisting of a lawn bowling green, club house and accessory buildings for the sole purpose of operating a Lawn Bowling Club;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Lease Agreement with Parks Lawn Bowling Club for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the lease;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
- 1.** That the Mayor and the Clerk are authorized to execute a Lease Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Parks Lawn Bowling Club.
 - 2.** That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
 - 3.** This By-Law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 108-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a lease agreement between The Corporation of the Town of St. Marys and Cameron Porteous.

WHEREAS: The Corporation of the Town of St. Marys has leased space to Cameron Porteous at 5 James Street North since 2016 on an annual basis;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a one-year Lease Agreement with Cameron Porteous;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows;

- 1.** That the Mayor and the Clerk are authorized to execute a Lease Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Cameron Porteous.
- 2.** That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
- 3.** This By-Law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 109-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize a site plan agreement between The Corporation of the Town of St. Marys and Heybolt Ontario Ltd. for 323 Queen Street West.

WHEREAS: Heybolt Ontario Ltd. intends to develop, under site plan agreement, the lands legally described as all of Lot 6, Plan 210, All of Lot 5, Plan 210 and Part Lot 4, Plan 210 as in R166238 all in the Registry Office for the Land Titles Division of Perth (No. 44) and having the municipal address of 323 Queen Street West;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a site plan agreement (the "Agreement") with Heybolt Ontario Ltd. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the site plan development;

THEREFORE: The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

1. That the Chief Administrative Officer be delegated the authority to negotiate such changes as may be necessary to bring the Agreement to its final form prior to signing.
2. That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Heybolt Ontario Ltd once the Chief Administrative Officer confirms the Agreement is in final form.
3. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
4. Enactment of this By-law shall be deemed to be authorized to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
5. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 110-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to close parts of the municipal sidewalk and trail network from November 1 to April 30, 2021.

- WHEREAS:** The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, section 10 provides that a single-tiered municipality may pass by-laws respecting its highways;
- AND WHEREAS:** O. Reg. 366/18 of The *Municipal Act, 2001*, S.O. 2001, c.25, sets out minimum standards for road and highway maintenance for all municipalities in Ontario including but not limited to closing highways;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to clarify which municipal sidewalks and trails it will not maintain minimum standards over the course of the winter period;
- AND WHEREAS:** A sidewalk is considered to be a part of a highway;
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

1. That the Town of St. Marys temporarily close sections of the municipal sidewalk and trail network listed below from November 1, 2020 until April 30, 2021:
 - a. Elgin Street East Stairs, connecting Wellington Street South to Church Street South
 - b. King Street North, east sidewalk from Queen Street to Timms Lane
 - c. Peel Street North, east sidewalk from Queen to Trout Creek
 - d. Peel Street South, east sidewalk from Jones Street East to 50 meters northerly
 - e. St. George Street South, east sidewalk from Jones Street East to 26 meters northerly
 - f. St. George Street North, east sidewalk from Widder Street East to 25 metres northerly
 - g. St. George Street Walking Path, from Widder Street East to 25 metres northerly
 - h. St. George Street Walking Path, from Widder Street East to 140 metres southerly (55 St. George Street South)
 - i. Water Street North, east sidewalk from Emily Street to north end of street
 - j. Eric Taylor Trail, from Station Street at Rotary Park to St. George Walking Path Bridge
 - k. Grand Trunk Trail Stairs, connecting the Grand Trunk Trail to Milt Dunnell Field
 - l. Grand Trunk Trail, from Ingersoll Street to Thames Road
 - m. Loop Trail from 452 Water Street South to James Street South
 - n. Loop Trail from James Street South to Ridgewood Crescent

- o. Loop Trail from Stoneridge Boulevard to Southvale Road through Meadowridge Park
 - p. Riverview Walkway, from Queen Street East to Wellington Street North
 - q. Riverview Walkway, from Queen Street East to Park Street.
2. This by-law comes into forces and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Strathdee

Jenna McCartney, Clerk

BY-LAW 111-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and Thames Crest Development Corp. and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** Section 5(3) of the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;
- AND WHEREAS:** Thames Crest Development Corp. intends to develop the lands legally described as being composed of Part of Lots 15 and 16, Concession 17 (Blanshard), Town of St. Marys and identified as part of PIN's 53235-0443(LT) and 53235-0445(LT) and to be known as Thames Crest Farms (Phase 2A);
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a subdivision agreement (the "Agreement") with Thames Crest Development Corp. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Agreement;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** That the Chief Administrative Officer be delegated the authority to negotiate such changes as may be necessary to bring the Agreement to its final form prior to signing.
 - 2.** That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Thames Crest Development Corp.
 - 3.** That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
 - 4.** This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Stratthdee

Jenna McCartney, Clerk

THE CORPORATION OF THE TOWN OF ST. MARYS

BY-LAW NO. Z141-2020

BEING a By-law pursuant to the provisions of Section 34 of the Planning Act, to amend By-law No. Z1-1997, as amended, which may be cited as “The Zoning By-law of the Town of St. Marys” affecting land located on Part of Lot 16, Concession 17, Blanshard, in the Town of St. Marys.

WHEREAS the Council of the Corporation of the Town of St. Marys deems it necessary in the public interest to pass a By-law to amend By-law No. Z1-1997, as amended;

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

1. The areas shown on the attached map, Schedule “A”, and described as Part of Lot 16, Concession 17, Blanshard, in the Town of St. Marys shall be removed from the “Development Zone (RD)” of By-law No. Z1-1997 and shall be placed in the “Residential Zone Four (R4-12-H)”, “Residential Zone Four (R4-13-H)”, “Residential Zone Five (R5-14a-H)”, “Residential Zone Five (R5-14b-H)” and “Residential Zone Five (R5-14c-H)” of By-law No. Z1-1997, in accordance with Key Map 7 of Schedule “A” to By-law No. Z1-1997, as amended.
2. Notwithstanding the provisions of Sections 11.1 and 12.1, only existing **uses** shall be **permitted** on the lands located within the “R4-12-H”, “R4-13-H”, “R5-14a-H”, “R5-14b-H” and “R5-14c-H” **zones** as shown on Key Map 7 of Schedule “A” to this By-law, until such time as the Town of St. Marys in receipt of a Record of Site Condition, prepared in accordance with O. Reg. 153/04, as amended, under the Environmental Protection Act and acknowledged by the Ministry of the Environment and Climate Change, confirming that the subject property is suitable for residential land uses, and this Holding Provision has been removed by By-law.
3. That Section 11.13 of By-law No. Z1-1997 is hereby amended by adding the following special provision:

11.13.12 R4-12

- (a) Location: Part of Lot 16, Concession 17, Key Map 7
- (b) Notwithstanding the provisions of Section 11.1, permitted uses are limited to two **dwelling units** of one **attached duplex** on one lot, a **home occupation**, and **accessory uses, buildings and structures**.
- (c) An “attached duplex” shall mean a duplex dwelling, as defined, attached to another duplex dwelling, thereby accommodating four dwelling units in total in one building, but has been divided vertically.
- (d) Notwithstanding the provisions of Section 11, the following provisions shall apply to those lands zoned “R4-12”:
 - i. **Lot Area**, Minimum 400 m²
 - ii. **Lot Frontage**, Minimum 11.0 metres
 - iii. **Lot Depth**, Minimum 35 metres
 - iv. **Front Yard**, Minimum 6.0 metres
 - v. **Interior Side Yard** Minimum 1.8 metres on both sides
 - vi. **Rear Yard** Minimum 7.5 metres
 - vii. **Building Height**, Maximum 10.5 metres
 - viii. **Lot Coverage** Maximum 40 percent

- ix. **Landscaped Open Space**, Minimum 30 percent
- x. **Required Parking (attached duplex)** 2 per dwelling unit
- (e) Notwithstanding the provisions of Section 5.21.5, the minimum width of internal driveways shall be 3.0 metres.
- (f) All other provisions of this By-law, as amended, shall apply.

4. That Section 11.13 of By-law No. Z1-1997 is hereby amended by adding the following special provision:

11.13.13 R4-13

- (a) Location: Part of Lot 16, Concession 17, Key Map 7
- (b) Notwithstanding the provisions of Section 11.1, permitted uses are limited to one **semi-detached dwelling unit** on one lot, a **home occupation**, and **accessory uses, buildings and structures**.
- (c) The provisions of Sections 11.3.10 and 11.4.10 (gross floor area ratio, maximum), shall not apply to those lands zoned "R4-13".
- (d) All other provisions of this By-law, as amended, shall apply.

5. That Section 12.9 of By-law No. Z1-1997 is hereby amended by adding the following special provision:

12.9.14 R5-14a, R5-14b, and R5-14c

- (a) Location: Part of Lot 16, Concession 17, Key Map 7
- (b) Notwithstanding the provisions of Section 12.1, permitted uses are limited to **row or townhouse dwellings**, and **accessory uses, buildings and structures** on those lands zoned "R5-14a", "R5-14b" and "R5-14c".
- (c) Notwithstanding the provisions of Section 12.4.1, the following provisions shall apply to those lands zoned "R5-14a":
 - i. **Lot Area**, Minimum 985 m²
- (d) Notwithstanding the provisions of Section 12.4.10, the following provisions shall apply to those lands zoned "R5-14a", "R5-14b" and "R5-14c":
 - i. **Lot Coverage** Maximum 50 percent
- (e) Notwithstanding the provisions of Section 12.5.1, the following provisions shall apply to those lands zoned "R5-14a", "R5-14b" and "R5-14c":
 - i. **Lot Area**, Minimum (corner lot) 430 m²
- (f) Notwithstanding the provisions of Sections 12.5.1 and 12.5.5, the following provisions shall apply to those lands zoned "R5-14a":
 - i. **Lot Area**, Minimum (interior lot) 295 m²
 - ii. **Side Yard**, Minimum (interior lot) 1.8 metres
- (g) Notwithstanding the provisions of Sections 3.85, 12.4.2 and 12.4.6, the following provisions shall apply to those lands zoned "R5-14c":
 - i. The Egan Avenue frontage is deemed to be the **lot frontage** of the lot.
 - ii. **Side Yard**, Minimum 7.0 metres

iii. **Lot Frontage, Minimum** 38 metres

6. Schedule "A", attached hereto, shall form part of this By-law.
7. All other provisions of By-law No. Z1-1997, as amended, shall apply.
8. The Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this By-law in accordance with the Planning Act, as amended, and to Regulations thereunder.
9. This By-law shall come into force on the day it was passed pursuant to the Planning Act, and to the Regulations thereunder.

Read a first, second and third time this 8th day of December 2020.

Mayor Al Stratthdee

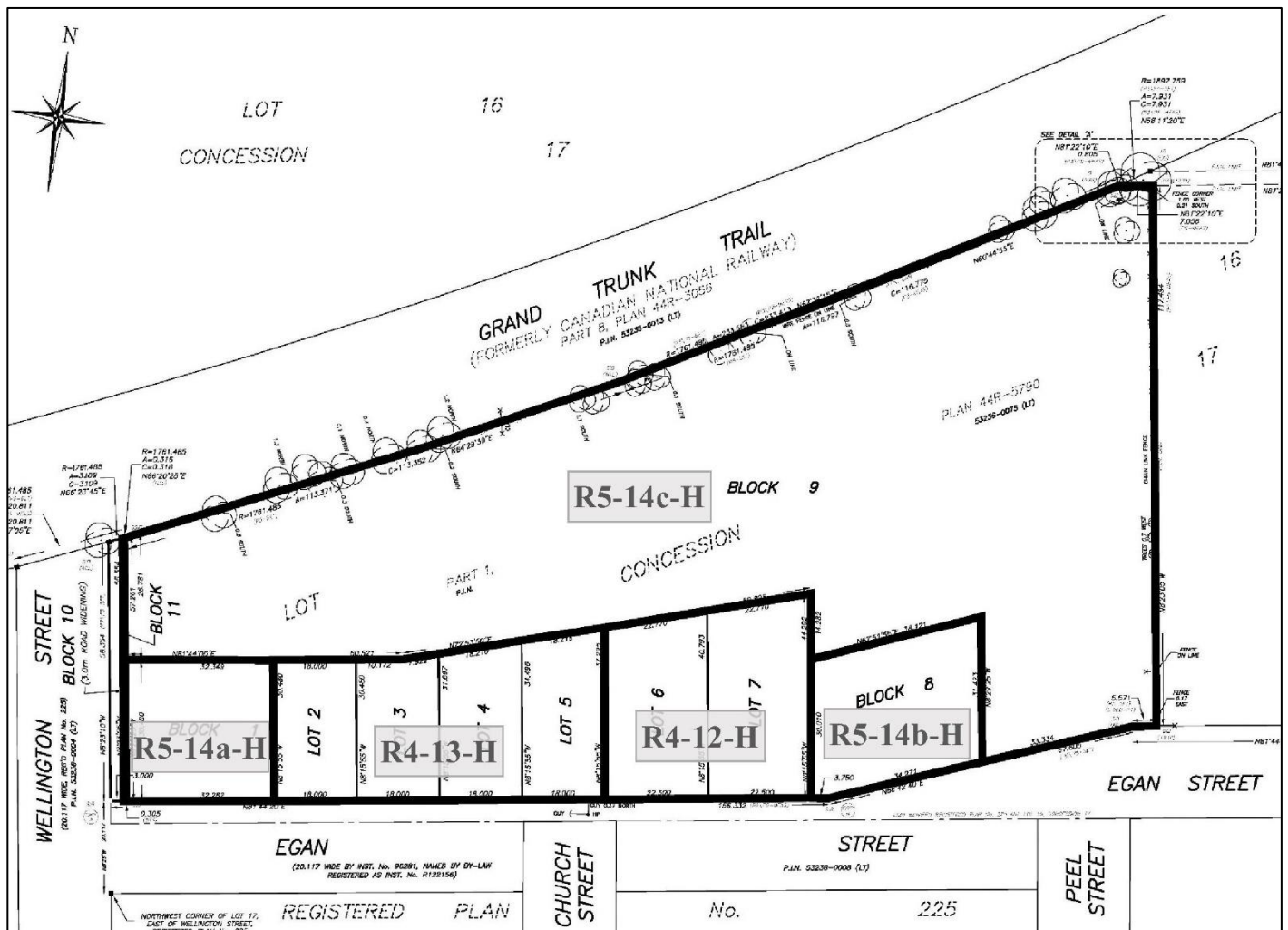
Jenna McCartney, Clerk

THIS IS SCHEDULE "A"
TO BY-LAW NO. Z141-2020
OF THE CORPORATION OF THE TOWN OF ST. MARYS
PASSED THIS 8th DAY OF DECEMBER, 2020

Al Stratthdee, Mayor

Jenna McCartney, Clerk

AREA AFFECTED BY THIS BY-LAW



BY-LAW 112-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to confirm all actions and proceedings of the Council of The Corporation of the Town of St. Marys at its regular meeting held on December 8, 2020.

WHEREAS: The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents, and its powers shall be exercised by by-law;

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

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

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 8th day of December, 2020 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
2. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 8th day of December 2020.

Mayor Al Stratheedee

Jenna McCartney, Clerk