



AGENDA

Regular Council Meeting

June 28, 2022

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 June 28, 2022 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

Public input received by the Clerks Department prior to 4:30 pm on the day of the meeting will be read aloud during this portion of the agenda.

Submissions will be accepted via email at clerksoffice@town.stmarys.on.ca or in the drop box at Town Hall, 175 Queen Street East, lower level.

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

5.1. Statutory Public Meeting - 178 Queen Street West

To participate in the public meeting, please join the Zoom Webinar through the following link:

<https://us06web.zoom.us/j/85350709875?pwd=VytMN0NEYIJRcnczK1lk cHR1VTI6Zz09>

Password: 874920

5.1.1. Procedural Comments

5.1.2. Presentation (Town Planner)

5.1.3. Presentation (Applicant and Agent)

5.1.4. Public Comments

5.1.5. Council Questions

5.2. Statutory Public Meeting - Zoning By-law Housekeeping Amendment

To participate in the public meeting, please join the Zoom Webinar through the following link:

<https://us06web.zoom.us/j/85350709875?pwd=VytMN0NEYIJRcnczK1lk cHR1VTI6Zz09>

Password: 874920

5.2.1. Procedural Comments

5.2.2. Presentation (Town Planner)

5.2.3. Presentation (Applicant and Agent)

5.2.4. Public Comments

5.2.5. Council Questions

6. ACCEPTANCE OF MINUTES

6.1.	Special Council - June 13, 2022	14
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RECOMMENDATION

THAT the June 13, 2022 Special Meeting of Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

6.2.	ADHOC CAO Performance Review Committee - June 14, 2022	18
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RECOMMENDATION

THAT the June 14, 2022 ADHOC CAO Performance Review Committee meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

6.3.	Regular Council - June 14, 2022	20
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RECOMMENDATION

THAT the June 14, 2022 regular 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 35-2022 Council Calendar Proposed Revisions	27
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RECOMMENDATION

THAT ADMIN 35-2022 Council Calendar Proposed Revisions report be received; and

THAT Council approve the revised 2022 Council calendar; and

THAT meetings of committees of Council end by October 21, 2022 unless the committee or board is legislated in nature and has a matter requiring review by the members; and

THAT Council direct staff to provide public notice of the revisions.

8.1.2. ADMIN 36-2022 Delegation of Authority Related to Municipal Freedom of Information and Protection of Privacy Act

31

RECOMMENDATION

THAT ADMIN 36-2022 Delegation of Authority Related to *Municipal Freedom of Information and Protection of Privacy Act* be received; and

THAT in accordance with Section 3 and Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act*, Council delegates all its powers and duties as “Head” under the Act to the Clerk; and

THAT Council consider By-Law 70-2022, to delegate authority to the Clerk for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, and

THAT staff report back to Council with an amendment to By-law 20 of 2016 regarding the delegation to the Mayor as the Head of the institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*.

8.1.3. ADMIN 37-2022 Downtown Service Location Review Consulting Services RFP Award

34

RECOMMENDATION

THAT ADMIN 37-2022 Downtown Service Location Review Consulting Services RFP Award be received; and

THAT the procurement for the Downtown Service Location Review be awarded to a+Link Architecture Inc. for the procured price of \$72,400.00, inclusive of all taxes and contingencies; and

THAT Council approves that the balance of the project costs not funded by the Municipal Modernization Phase 3 grant be funded from the 2019 Provincial One-Time Modernization Grant; and

THAT Council consider By-Law 71-2021, authorizing the Mayor and the Clerk to sign a professional services agreement with a+Link Architecture Inc.

8.1.4.	ADMIN 38-2022 Noise By-Law Exemption Request for Army, Navy and Air Force #265	38
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RECOMMENDATION

THAT ADMIN 38-2022 Noise By-law Exemption Request for Army, Navy & Air Force #265 report be received; and

THAT Council provide an exemption to the Noise By-law on July 8, 2022 from 11:00 pm to 12:00 am and July 9, 2022 from 11:00 pm to 12:00 am, to Army, Navy & Air Force #265, subject to the condition of notifying all property owners within a 150m radius.

8.2. Building and Development Services

8.2.1.	DEV 47-2022 175 Queen St. E. (Town Hall) Mould Abatement	40
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RECOMMENDATION

THAT DEV 47-2022 Town Hall Mould Abatement report be received; and

THAT the procurement for mould abatement at Town Hall be awarded to JFM Environmental for the unbudgeted amount of \$19,900.00, exclusive of all taxes and contingencies; and,

THAT Council approve a project contingency of \$7,700; and

THAT Council approve the unbudgeted project costs to be funded from the Facilities Reserve; and

THAT Council consider By-Law 74-2022, authorizing the Mayor and the Clerk to sign a professional services agreement with JFM Environmental.

8.2.2. DEV 48-2022 Application for Zoning By-law Amendment (Z03-2022) for 178 Queen Street West by A. and N.D. Brooke

49

RECOMMENDATION

(If no significant concerns are raised by the public or members of Council at the statutory public meeting)

THAT DEV 48-2022 Application for Zoning By-law Amendment (Z03-2022) by A. and N.D. Brooke for 178 Queen Street West be received;

THAT Council approve the Application for Zoning By-law Amendment (Z03-2022) for 178 Queen Street West; and,

THAT Council consider Zoning By-law Z152-2022 for 178 Queen Street West.

8.2.3. DEV 49-2022 Town of St. Marys Zoning By-law – Housekeeping Amendment

58

RECOMMENDATION

(If no significant concerns are raised by the public or members of Council at the statutory public meeting)

THAT DEV 49-2022 Town of St. Marys Zoning By-law – Housekeeping Amendment report be received; and

THAT Council consider Zoning By-law Z153-2022 for housekeeping amendments to the Town's Zoning By-law.

8.3. Community Services

8.3.1. DCS 31 –2022 Huron Perth and Area Ontario Health Team Partnership Agreement

108

RECOMMENDATION

THAT DCS 31-2022 Huron Perth and Area Ontario Health Team Partnership Agreement report be received; and

THAT Council approves partnership Option #1, to have the Town of St. Marys become a Formal Partner with the Huron Perth and Area Ontario Health Team; and,

THAT Councillor _____ be appointed to represent the Town of St. Marys on the Huron Perth and Area Ontario Health Team Board-to-Board Reference Group as required: and,

THAT Council consider By-law 72- 2022, authorizing the Mayor and the Clerk to sign Schedule B OHT Member Enrollment Form of the Huron Perth and Area Ontario Health Team Collaboration Agreement; and

THAT Council consider By-law 73-2022, amending By-law 95-2018, to appoint a member of Council to the Huron Perth and Area Ontario Health Team.

8.3.2. DCS 32-2022 Racket Courts

150

RECOMMENDATION

THAT DCS 32-2022 Racket Courts be received;

THAT Council approve moving to a cost recovery approach for the racket court operations through the implementation of “exclusive use” fees while maintaining free of charge public drop-in opportunities; and

THAT Council direct staff to work with the two local racket clubs to review possible fee structures and to develop a usage schedule that balances the need for “exclusive use” time and public use time; and

THAT staff report back to Council with a fee recommendation during the annual Fee By-law review.

8.3.3. DCS 33-2022 Teddy's Field Lights Replacement 156

RECOMMENDATION

THAT DCS 33-2022 Teddy's Field Light Replacement report be received; and,

THAT the procurement for the replacement of the lights and stands at Teddy's Field be awarded to Forman Electric Ltd. for the procured price of \$162,856.53, inclusive of a taxes and contingencies; and,

THAT Council consider By-Law 69-2022, authorizing the Mayor and the Clerk to sign the associated agreement.

8.3.4. DCS 34-2022 Ice Allocation Policy 168

RECOMMENDATION

THAT DCS 34-2022 Ice Allocation Policy report be received; and

THAT the amended Ice Allocation Policy be approved, and the operating changes take effect for the 2022-2023 ice season.

8.3.5. DCS 35-2022 Declaration of Compliance 181

RECOMMENDATION

THAT DCS 35-2022 Declaration of Compliance report be received; and

THAT Council authorize the Mayor to sign the Ontario Health Form of Declaration of Compliance Schedule F for the reporting period of April 1, 2021 to March 31, 2022

8.4. Corporate Services

RECOMMENDATION

THAT COR 32-2022 Town Insurance Renewal report be received; and

THAT the Town of St. Marys renew its 2022 insurance contract with Intact Public Entities for the term June 30, 2022 – June 30, 2023; and

THAT the surplus of any insurance expense in 2021 be placed in the Insurance Reserve for future use.

8.5. Public Works

8.5.1. PW 36-2022 Temporary Access Agreements for Wellington Street Reconstruction Project

RECOMMENDATION

THAT PW 36-2022 Temporary Access Agreements for Wellington Street Reconstruction Project report be received; and

THAT Council consider By-law 76-2022, authorizing the Mayor and Clerk to enter temporary access agreements for the Wellington Street reconstruction process with downtown property owners as necessary to create temporary accesses for businesses and residents during the Wellington Street construction project; and

THAT Council delegate authority to the Chief Administrative Officer to add property owners to Schedule A of By-law 76-2022 should the need arise throughout the term of the Wellington Street project and to execute the appropriate right of way agreement with said property owner

- 8.5.2. PW 40-2022 Vacant Lot Lease Agreement – Park Street 212**
- RECOMMENDATION**
- THAT** PW 40-2022 Vacant Lot Lease Agreement - Park Street report be received; and
- THAT** Council consider By-law 64-2022, authorizing the Mayor and Clerk to sign the necessary lease agreement with Forman Electric Ltd. for the use of a vacant lot on Park Street.
- 8.5.3. PW 41-2022 Vacant Lot on Water Street Lease Agreement 222**
- RECOMMENDATION**
- THAT** PW 41-2022 Vacant Lot on Water Street Lease Agreement report be received; and
- THAT** Council consider By-law 75-2022, authorizing the Mayor and Clerk to sign the associated lease agreement with Forman Electric Ltd. for the use of a vacant lot on Water Street South during the summer of 2022 to support summer operations at the Quarry.
- 8.5.4. PW 42-2022 Blue Box Program Transition 233**
- RECOMMENDATION**
- THAT** report PW 42-2022, Blue Box Program Transition be received; and
- THAT** Council endorses Option 2 as recommended within PW 42-2022 report and directs staff to defer any formal procurement of waste and / or recycling services until more information is known regarding the blue box program's transition to producer responsibility; and
- THAT** Council authorize staff to negotiate changes to waste collection contracts as may be necessary through the blue box program transition period; and
- THAT** staff report back as necessary regarding any amendments to the existing municipal waste co-collection agreements.

RECOMMENDATION

THAT report PW 43-2022, Transition of Industrial Waste Surcharge Program be received; and

THAT Council approve the transition of the Industrial Waste Surcharge Program, effective July 1, 2022; and,

THAT Council consider By-law 65-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreement with Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada ULC; and,

THAT Council consider By-law 66-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreement with Saputo Dairy Products Canada G.P.; and,

THAT Council consider By-law 67-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreement with Perth County Ingredients; and,

THAT Council consider By-law 68-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreements with Delmar Foods; and,

THAT By-laws 63-2006 and 76-2017 being by-laws authorizing Agreements with existing program users be repealed in their entirety; and,

THAT the Agreement between the Town of St. Marys and Shepherd Gourmet Dairy dated March 29, 2012 be repealed in its entirety; and,

THAT the Agreement between the Town of St. Marys and Perth County Ingredients dated May 20, 2011 be repealed in its entirety.

8.6. Consent Agenda - Monthly Reports

RECOMMENDATION

THAT consent agenda items 8.6.1 to 8.6.6 be received for information.

8.6.1. ADMIN 34-2022 June Monthly Report (Administration)

8.6.2.	DEV 50-2022 June Monthly Report (Building and Development)	276
8.6.3.	DCS 26-2022 June Monthly Report (Community Services)	290
8.6.4.	COR 31-2022 June Monthly Report (Corporate Services)	294
8.6.5.	FD 07-2022 June Monthly Report (Emergency Services)	300
8.6.6.	PW 55-2022 June Monthly Report (Public Works)	302

9. EMERGENT OR UNFINISHED BUSINESS

10. NOTICES OF MOTION

11. BY-LAWS

RECOMMENDATION

THAT By-Laws 64-2022, 65-2022, 66-2022, 67-2022, 68-2022, 69-2022, 70-2022, 71-2022, 72-2022, 73-2022, 74-2022, 75-2022, 76-2022, Z152-2022 and Z153-2022 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

11.1.	By-Law 64-2022 Agreement with Forman Electric Ltd for land lease of a parcel on Park Street	305
11.2.	By-Law 65-2022 Industrial Waste Agreement with Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada ULC for 304 James Street South and to repeal By-Law 63 of 2006	306
11.3.	By-Law 66-2022 Industrial Water Surcharge Agreement with Saputo Dairy Products Canada G.P for 38 Enterprise Drive	308
11.4.	By-Law 67-2022 Industrial Waste Surcharge with Perth County Ingredients for 20 Thames Road North	309
11.5.	By-Law 68-2022 Industrial Waste Surcharge Agreement with Delmar Foods for 25 South Service Road and repeal By-Law 76 of 2017	310
11.6.	By-Law 69-2022 Agreement with Forman Electric Ltd for Teddy's Field lighting	312
11.7.	By-Law 70-2022 Delegating to the Clerk the authority provided within the Municipal Freedom of Information and Protection of Privacy Act	313

11.8.	By-Law 71-2022 Agreement with a+ Link Architecture Inc for consulting services of downtown service location review	314
11.9.	By-Law 72-2022 Collaborative Agreement within Huron Perth and Area Ontario Health Team and become a Formal Member	315
11.10.	By-Law 73-2022 Amend By-Law 95 of 2018 to appoint a member to a committee or board	317
11.11.	By-Law 74-2022 Agreement with JFM Environmental Ltd for mould abatement at Town Hall	318
11.12.	By-Law 75-2022 Agreement with Forman Electric Ltd for land lease at 478 Water Street South	319
11.13.	By-Law 76-2022 Temporary Access Agreement with various property owners during Wellington Street reconstruction	320
11.14.	Z152-2022 Zoning By-Law Amendment 178 Queen Street West	323
11.15.	Z153-2022 General Housekeeping	326

12. UPCOMING MEETINGS

*All meetings will be live streamed to the Town's YouTube channel

July 19, 2022 - 9:00 am, Strategic Priorities Committee

July 26, 2022 - 6:00 pm, Regular Council

13. CONFIRMATORY BY-LAW 354

RECOMMENDATION

THAT By-Law 77-2022, being a by-law to confirm the proceedings of June 28, 2022 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.

14. ADJOURNMENT

RECOMMENDATION

THAT this regular meeting of Council adjourns at _____ pm.



MINUTES Special Council

June 13, 2022

10:00 am

Town Hall, Council Chambers

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

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk
Conference Line
Grant Brouwer, Director of Building and Development
André Morin, Director of Corporate Services / Treasurer
Mark Stone, Planner

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 10:00 am.

2. DECLARATION OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2022-06-13-01

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT the June 13, 2022 special meeting of Council agenda be accepted as presented.

CARRIED

4. SPECIAL MATTERS OF COUNCIL

4.1 DEV 40-2022 Bill 109 and St. Marys Planning Process

Resolution 2022-06-13-02

Moved By Councillor Pridham

Seconded By Councillor Craigmile

THAT DEV 40-2022 Bill 109 and St. Marys Planning Process report be received; and

THAT Council direct staff to further review potential issues related to the application fee refunding changes under the Planning Act and present findings and initial recommendations to the Planning Advisory Committee, and report back to Council.

CARRIED

4.2 DEV 41-2022 Site Plan Agreement Process Review and By-law Update

Resolution 2022-06-13-03

Moved By Councillor Edney

Seconded By Councillor Pridham

THAT DEV 41-2022 Site Plan Agreement Process Review and By-law Update report be received; and

THAT Council repeal By-law 111-2019 being a by-law to designate a site plan control area within the Town of St. Marys;

THAT Council consider By-law 59-2022 being a by-law to designate a site plan control area within the Town of St. Marys and to repeal By-law 111-2019; and,

THAT staff proceed with updating the Site Plan Control Guide to align with By-law 59-2022.

CARRIED

4.3 DEV 42-2022 St. Marys Housing Strategy – Consultation Summary and Next Steps

Resolution 2022-06-13-04

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT DEV 42-2022 St. Marys Housing Strategy – Consultation Summary and Next Steps report be received;

THAT staff be directed to establish a 'Housing in St. Marys' webpage on the Town's website;

THAT staff be directed to continue with discussions with the UTRCA to identify as many potential residential units that can be established in the Downtown;

THAT staff be directed to complete an evaluation of the Community Improvement Plan as it relates to affordable /attainable housing, with recommendations related to necessary funding levels and any other criteria improvements that will ensure Council's goals for encouraging attainable housing are achieved;

THAT staff be directed to review the Town of St Marys Zoning By-law and make recommendations to Council on mobile homes and how they may fit into the housing strategy; and

THAT Council authorize staff to proceed with retaining of experts / consultants as a priority to:

- provide housing advice and assistance, and
- prepare urban design guidelines for the Town.

CARRIED

5. UPCOMING MEETINGS

June 14, 2022 - 6:00 pm, Regular Council

June 21, 2022 - 9:00 am, Strategic Priorities Committee

June 28, 2022 - 9:00 am, Special Council

June 28, 2022 - 6:00 pm, Regular Council

6. BY-LAWS

6.1 By-Law 59-2022 Site Plan Control and Repeal By-Law 111-2019

Resolution 2022-06-13-05

Moved By Councillor Pridham

Seconded By Councillor Luna

THAT By-Law 59-2022, being a by-law to repeal By-law 111-2019 and to designate a site plan control area, 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

6.2 By-Law 60-2022 Confirming

Resolution 2022-06-13-06

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT By-Law 60-2022, being a by-law to confirm the proceedings of the June 13, 2022 special meeting of Council, 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

7. ADJOURNMENT

Resolution 2022-06-13-07

Moved By Councillor Luna

Seconded By Councillor Winter

THAT this special meeting of Council adjourns at 11:40 am.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk



ADHOC CAO Performance Review Committee

June 14, 2022

9:00 am

Town Hall, Council Chambers

Council Present: Mayor Strathdee (in-person)
Councillor Craigmile (in-person)
Councillor Luna (video conference)

Staff Present: Jenna McCartney, Clerk (in-person)

1. CALL TO ORDER

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

2. DECLARATION OF PECUNIARY INTEREST

None.

3. CLOSED SESSION

Resolution 2022-AD-06-14-01

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT the ADHOC CAO Performance Committee move into a session that is closed to the public at 9:01 am as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

3.1 ADMIN 30-2022 CAO Performance Review

4. RISE AND REPORT

Resolution 2022-AD-06-14-02

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT the Committee rise from a closed session at 9:29 am.

CARRIED

Chair Stratthdee reported that a closed session was held with one matter regarding employee relations being considered. Staff were given direction.

There is nothing further to report.

5. ADJOURNMENT

Resolution 2022-AD-06-14-03

Moved By Councillor Craigmile

Seconded By Councillor Luna

THAT this Committee meeting adjourn at 9:29 am.

CARRIED

Al Stratthdee, Mayor

Jenna McCartney, Clerk



MINUTES Regular Council

June 14, 2022

6:00pm

Town Hall, Council Chambers

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

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk
Conference Line
Sarah Andrews, Library CEO
Stephanie Ische, Director of Community Services
André Morin, Director of Corporate Services / 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 2022-06-14-01

Moved By Councillor Winter

Seconded By Councillor Pridham

THAT the June 14, 2022 regular Council meeting agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

None.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

None.

6. ACCEPTANCE OF MINUTES

6.1 Regular Council - May 24, 2022

Resolution 2022-06-14-02

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT the May 24, 2022 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

CARRIED

7. CORRESPONDENCE

None.

8. STAFF REPORTS

8.1 Library

8.1.1 LIB 01-2022 Pyramid Pickup Report

Resolution 2022-06-14-03

Moved By Councillor Edney

Seconded By Councillor Winter

THAT LIB 01-2022 Pyramid Pickup Report be received; and

THAT Council approve the use of 2019 “one-time” modernization funding for the Pyramid Pickup Project

CARRIED

8.1.2 LIB 02-2022 Memorandum of Understanding

Resolution 2022-06-14-04

Moved By Councillor Luna

Seconded By Councillor Pridham

THAT LIB 02-2022 Memorandum of Understanding report be received; and

THAT the memorandum of understanding be tabled until Town staff can report back to Council at the July 26, 2022 meeting about the details of the document.

CARRIED

8.2 Community Services

8.2.1 DCS 24-2022 Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark

Resolution 2022-06-14-05

Moved By Councillor Pridham

Seconded By Councillor Edney

THAT DCS 24-2022 Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark report be received; and

THAT Council consider By-law 61-2022, authorizing the Mayor and the Clerk to execute the associated Memorandum of Understanding with Super Splash Inflatable Waterpark.

CARRIED

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

Resolution 2022-06-14-06

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT Committee and Board minutes listed under agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.16 be received; and,

THAT the verbal updates provided by Council representatives on those Committee and Board meetings be received.

CARRIED

9.1.1 Bluewater Recycling Association - Coun. Craigmile

9.1.2 Library Board - Coun. Craigmile, Edney, Mayor Strathee

- 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**
- 9.1.6 **Upper Thames River Conservation Authority**
- 9.2 **Advisory and Ad-Hoc Committee Reports**
 - 9.2.1 **Accessibility Advisory Committee - Coun. Hainer**
 - 9.2.2 **Business Improvement Area - Coun. Winter**
 - 9.2.3 **CBHFM - Coun. Edney**
 - 9.2.4 **Committee of Adjustment**
 - 9.2.5 **Community Policing Advisory Committee - Coun. Winter, Mayor Strathdee**
 - 9.2.6 **Green Committee - Coun. Pridham**
 - 9.2.7 **Heritage Advisory Committee - Coun. Pridham**
 - 9.2.8 **Huron Perth Healthcare Local Advisory Committee - Coun. Luna**
 - 9.2.9 **Museum Advisory Committee - Coun. Hainer**
 - 9.2.10 **Planning Advisory Committee - Coun. Craigmile, Hainer**

Resolution 2022-06-14-07

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT Council proceed with a public meeting on June 28, 2022 to consider the application for 178 Queen Street West.

CARRIED

- 9.2.11 **Recreation and Leisure Advisory Committee - Coun. Pridham**
- 9.2.12 **Senior Services Advisory Committee - Coun. Winter**
- 9.2.13 **St. Marys Lincolns Board - Coun. Craigmile**
- 9.2.14 **St. Marys Minor Hockey Association Board - Coun. Craigmile**

**9.2.15 St. Marys Cement Community Liaison Committee - Coun.
Craigmile, Winter**

9.2.16 Youth Council - Coun. Edney

10. EMERGENT OR UNFINISHED BUSINESS

None.

11. NOTICES OF MOTION

None.

12. BY-LAWS

Resolution 2022-06-14-08

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT By-Law 61-2022 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

**12.1 By-Law 61-2022 Memorandum of Understanding with Super Splash
Inflatable Waterpark for provisions of lifeguards**

13. UPCOMING MEETINGS

June 21, 2022 - 9:00 am Strategic Priorities Committee

June 28, 2022 - 9:00 am Special Meeting of Council

June 28, 2022 - 6:00 pm Regular Council, Public Meeting for 178 Queen Street West

14. CLOSED SESSION

Council took a brief break at 6:58 pm.

Mayor Strathdee called the meeting back to order at 7:10 pm.

Resolution 2022-06-14-09

Moved By Councillor Edney

Seconded By Councillor Luna

THAT Council move into a session that is closed to the public at 7:10 pm as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an

identifiable individual, including municipal or local board employees, and (d) labour relations or employee negotiations.

CARRIED

14.1 Minutes CLOSED SESSION

14.2 ADMIN 31-2022 CONFIDENTIAL Update on Various Employee Relations Matters

15. RISE AND REPORT

Resolution 2022-06-14-10

Moved By Councillor Luna

Seconded By Councillor Edney

THAT Council rise from a closed session at 8:01 pm.

CARRIED

Mayor Strathdee reported that a closed session was held with various updates related to employee relations were discussed.

Staff were given direction on one matter.

Council will now consider a resolution regarding the appointment of a Council member for the recruitment of the Director of Human Resources.

15.1 Appointment to Recruitment Committee for Director of Human Resources Position

Resolution 2022-06-14-11

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT Councillor Winter be appointed to participate in the Director of Human Resources recruitment.

CARRIED

16. CONFIRMATORY BY-LAW

Resolution 2022-06-14-12

Moved By Councillor Pridham

Seconded By Councillor Luna

THAT By-Law 62-2022, being a by-law to confirm the proceedings of June 14, 2022 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

17. ADJOURNMENT

Resolution 2022-06-14-13

Moved By Councillor Pridham

Seconded By Councillor Edney

THAT this regular meeting of Council adjourns at 8:04 pm.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jenna McCartney, Clerk
Date of Meeting:	28 June 2022
Subject:	ADMIN 35-2022 Council Calendar Proposed Revisions

PURPOSE

To provide Council with a summary of proposed revisions to the 2022 Council Calendar.

RECOMMENDATION

THAT ADMIN 35-2022 Council Calendar Proposed Revisions report be received; and

THAT Council approve the revised 2022 Council calendar; and

THAT meetings of committees of Council end by October 21, 2022 unless the committee or board is legislated in nature and has a matter requiring review by the members; and

THAT Council direct staff to provide public notice of the revisions.

BACKGROUND

On November 9, 2021 Council passed the following resolution:

THAT ADMIN 48-2021 Council Meeting Calendar for 2022 report be received; and

THAT Council approve the 2022 Council meeting calendar as presented.

Given that 2022 is an election year, staff have noted some opportunities to ensure business continuity prior to a potential restricted act period (lame duck) as well as to reduce the meeting schedule surrounding the election.

REPORT

Staff have completed a review of the remaining meetings for this term of Council. Based on the review, staff are recommending the following amendments to the schedule:

- August 16, 2022 – ~~Strategic Priorities Committee~~ Regular Council at 6:00 pm
- August 23, 2022 – ~~Regular Council~~ Strategic Priorities Committee at 9:00 am
- October 18, 2022 – ~~Strategic Priorities Committee~~ Cancelled
- October 25, 2022 – ~~Regular Council~~ Cancelled

The intent of switching the August Strategic Priorities Committee and Council meeting is to ensure staff have two remaining meetings (July 26 and August 16) in which to present reports to Council with no possibility of Council being limited by a restricted acts period (lame duck). While the June 28 regular Council meeting agenda is abnormally heavy in the number of staff reports, this could be the norm for the next two meetings as there are a few remaining reports are outstanding and may be coming forward

this summer. The earliest that this term of Council may be impacted with a restricted act period is following Nomination Day, August 19, 2022.

The purpose of cancelling the Strategic Priorities Committee meeting on October 18 is to simplify the schedule leading up to the election. The same is the case for the October 25 regular meeting as this is the day immediately following Election Day.

As stated in section 5.11 of the Procedural By-Law the majority of the members must consent to the cancellation of a meeting. Should Council approve of staff's recommendation, public notice will be provided on the Town's official website.

Provided below is a summary of the meetings that are currently scheduled for this term of Council. The recommended revisions are highlighted for reference.

<u>Date of Meeting</u>	<u>Type of Meeting</u>	<u>Revision to Meeting</u>
July 19, 2022	Strategic Priorities Committee	No changes to meeting
July 26, 2022	Regular Council	No changes to meeting
August 16, 2022	Strategic Priorities Committee →	Council
August 23, 2022	Regular Council →	Strategic Priorities Committee
September 13, 2022	Regular Council	No changes to meeting
September 20, 2022	Strategic Priorities Committee	No changes to meeting
September 27, 2022	Regular Council	No changes to meeting
October 11, 2022	Regular Council	No changes to meeting
October 18, 2022	Strategic Priorities Committee	Cancel
October 25, 2022	Regular Council	Cancel
November 8, 2022	Regular Council	No changes to meeting

Further to the proposed changes listed above, staff are recommending that the final date for committees of Council to met is October 21, 2022. The reasoning for the recommendation is to give staff liaisons an opportunity to complete minutes of the final meeting and have the minutes listed on the final meeting of this term of Council, November 8, for receipt.

The exception to this recommendation would involve any legislated committee or board such as the Library Board, Planning Advisory Committee and Committee of Adjustment. If these committees or board have agenda items in the queue, they may continue to meet until November 14, 2022 being the last day of this term of Council.

FINANCIAL IMPLICATIONS

None.

SUMMARY

Council is being presented with a recommendation to amend the 2022 Council calendar to ensure business continuity before a potential restricted act period (lame duck) as well as to reduce the meeting schedule surrounding the election.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Senior Management Team

ATTACHMENTS

Revised 2022 Council Calendar (proposed)

REVIEWED BY

Recommended by the Department



Jenna McCartney
Clerk

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

Revised 2022 Council Calendar

January						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
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30	31					

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30	31					

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25	26	27	28	29	30	31

Regular Council Meeting 6:00 pm
Strategic Priorities Committee 9:00 am – 12:00pm
Budget Meeting 9:00am – 2:30pm
Inaugural Meeting of Council 6:00 pm
ROMA Conference (TBD) (January 23 rd – 25 th)
OGRA Conference (Toronto, ON) (February 27 th -March 2 nd)
OSUM Conference (TBD) (May 4 th -6 th)
FCM Conference (Regina, SK) (June 2 nd -June 5 th)
AMO Conference (Ottawa, ON) (August 14 th -17 th)
Statutory & Public Holidays
Christmas Shut Down

December 2021 DATES

December 7th, 9:00am, Budget
December 14th, 6:00pm, Regular
Council

2022 Election DATES

October 24 – Election Day

November 15 – New term of office
commences

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jenna McCartney, Clerk
Date of Meeting:	28 June 2022
Subject:	ADMIN 36-2022 Delegation of Authority Related to Municipal Freedom of Information and Protection of Privacy Act

PURPOSE

To provide information to Council on the role of the “Head” as per the *Municipal Freedom of Information and Protection of Privacy Act* and to seek a delegation of authority specific to the Town of St. Marys.

RECOMMENDATION

THAT ADMIN 36-2022 Delegation of Authority Related to *Municipal Freedom of Information and Protection of Privacy Act* be received; and

THAT in accordance with Section 3 and Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act*, Council delegates all its powers and duties as “Head” under the Act to the Clerk; and

THAT Council consider By-Law 70-2022, to delegate authority to the Clerk for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*; and

THAT staff report back to Council with an amendment to By-law 20 of 2016 regarding the delegation to the Mayor as the Head of the institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*.

BACKGROUND

The *Municipal Freedom of Information and Protection of Privacy Act* (the “Act”) came into effect on January 1, 1991 with the purposes as stated in Section 1:

- To provide a right of access to information under the control of institutions in accordance with the principles that,
 - Information should be available to the public
 - Necessary exemptions from the right of access should be limited and specific, and
 - Decisions on the disclosure of information should be reviewed independently of the institution controlling the information; and
- To protect the privacy of individuals with the respect to personal information about themselves held by the institution and to provide individuals with the right of access to that information.

This grants the public the right to certain information about municipal government and the information it keeps. As well, it grants the right to correct any personal information the municipality may have, or is afforded through the Act. When the public is interested in accessing or correcting information, they are required to complete a Freedom of Information request and submit to the Clerk.

The role of the “Head” is to provide accountability of compliance for the Act. The following are some of the responsibilities provided within the Act:

- ensure records within the custody of the institution are under control from a retention perspective (Section 4.1)
- disclose records that are of public interest or reveal a grave environmental, health or safety hazard to the public. (Section 5.1)
- provide third-party notice if practicable (Section 5.2)
- forward a request for information to the applicable institution that has care and custody of the requested information when the Town does not (Section 18.(2))
- respond within the legislated timeframe (Section 21.(3))
- make an annual report to the Information Privacy Commissioner including the municipality’s response to requests (Section 26)
- protect personal information in the institution’s possession (Section 31)

The Town of St. Marys had designated all powers and duties of the Head to the Clerk-Administrator by resolution on January 18, 1991. As of October 13, 2003, Council of the day passed by-law 53-2003, delegating the authority of the “Head” to the Mayor. All procedure by-laws since have included this delegation.

REPORT

As outlined in Section 3(1) of the Act;

The members of the council of a municipality may by by-law designate from among themselves an individual or a committee of the council to act as head of the municipality for the purposes of this Act.

Section 49(1) of the Act also provides that;

A head may in writing delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation.

As the process related to the Act may be daunting and time consuming, many municipalities will delegate the authority above to the municipal clerk. By delegating the authority to an administrative position, it increases operational efficiency and reduces the potential for conflict of interest.

The process for completing an access request is legislated within the Act. Details such as timeframe for acknowledging and completing the request, the application fee, information that can and cannot be released, the process for notifying third parties, fees for searching and the appeal process are provided. Once a request has been received along with the application fee, the Head is required to review the application to determine if the requested information is able to be released. After that has been determined, applicable departments are contacted to prepare a list of discovery. Following the Head’s receipt of content, all information must be reviewed to determine whether the information may be released, or if confidential or personal information must be redacted, and to notify third parties if necessary. This process is required to be completed within thirty days of receipt of application and payment.

Between 2015-2019, the average request per year was 2.5. In 2020, the municipality received 5 requests, 13 requests in 2021, and to date for 2022, the municipality has received 13 requests. Staff believe the increase is two-fold; more individuals are moving to St. Marys from larger centres and understand the process for requesting access to information and the second reason is that staff have

committed to the formal request process meaning the Clerk receives a formal request and replies through the official channels.

To maintain the legislated requirements of the Act on the elected officials of a municipality, it is not practical given the time requirement per request. A traditional role of the municipal clerk is to maintain the records of the municipality. By delegating the authority to the clerk, it will ensure operational efficiency and reduce the potential for conflict of interest.

FINANCIAL IMPLICATIONS

None.

SUMMARY

As stated within the Act, Council may designate the 'Head' for the purpose of the Act amongst themselves, and further, that it may delegate the power or duty granted in the head to an officer of the institution. It is staff's recommendation that Council pass a by-law delegating the authority to the Clerk. This decision would be consistent with neighbouring municipalities and ensure an effective and streamlined process.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

None.

ATTACHMENTS

Draft by-law has been provided in the By-law section of the agenda.


REVIEWED BY

Recommended by the Department



Jenna McCartney
Clerk

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

PROCUREMENT AWARD

To:	Mayor Stratthdee and Members of Council
Prepared by:	Brent Kittmer, Chief Administrative Officer
Date of Meeting:	28 June 2022
Subject:	ADMIN 37-2022 Downtown Service Location Review Consulting Services RFP Award

PROJECT DETAILS

This project represents the first step in a multi-phase project which overall aims:

- To create vibrant municipal spaces within the downtown core that are available for the public to access, and that support the Town's strategic goals,
- To create internal capacity, efficiencies, and synergies by grouping common services and staff together, and
- To create efficiencies for patrons accessing Town services in the downtown core.

The goal of this specific project is to complete a review and develop a pre-design master plan that recommends the most efficient deployment of services and programs in each of the Town Hall (lower level and auditorium), Library, Train Station and a newly acquired property located immediately across from Town Hall at 14 Church Street North.

Working with a Steering Committee of key stakeholders, the consultant hired through this RFP award will establish an inventory of what is being offered at each location today; will complete a comprehensive engagement process to gather internal and external feedback perspectives for the uses of each of these municipal locations; and will make recommendations on how best to organize services by location.

The deliverable from this project will be budget projections and conceptual layouts that identify how services and programs are to be organized and deployed out of each municipal location in and around the downtown. This master plan will serve as a pre-design report to be used by the Town to hire a firm in the next phase of this project, which is the final architectural design of the recommended option.

RECOMMENDATION

THAT ADMIN 37-2022 Downtown Service Location Review Consulting Services RFP Award be received; and

THAT the procurement for the Downtown Service Location Review be awarded to a+Link Architecture Inc. for the procured price of \$72,400.00, inclusive of all taxes and contingencies; and

THAT Council approves that the balance of the project costs not funded by the Municipal Modernization Phase 3 grant be funded from the 2019 Provincial One-Time Modernization Grant; and

THAT Council consider By-Law 71-2021, authorizing the Mayor and the Clerk to sign a professional services agreement with a+Link Architecture Inc.

PROCUREMENT SUMMARY

A procurement document was administered for the above noted project. The following is a summary of the procurement results, as well as a recommendation for a successful proponent:

Procurement Information	Details and Results
Procurement Title:	RFP-ADMIN-02-2022
RFP Closing Date:	Wednesday, June 8, 2022
Number of Bids Received:	1
Successful Proponent:	a+Link Architecture Inc..
Approved Project Budget:	\$50,880.00 (MMP3 Grant Funds)
Cost Result – Successful Bid (Inclusive of HST):	\$72,400.00
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$65,198.44
Project Over-budget (Net of HST)	\$14,318.44

The procurement document submitted by a+Link Architecture Inc. was found to be complete, and contractually acceptable. a+Link Architecture specializes in heritage architecture. Staff are familiar with this firm as they served as the Town's expert witness on matters related to heritage and architecture for the 151 Water Street North Ontario Lands Tribunal appeals process. As such, staff recommends award of the project to a+Link Architecture Inc. Ltd.

FINANCIAL IMPLICATIONS

The funding sources for the above noted project are as follows:

Municipal Modernization Fund Grant (Phase 3)	\$50,880.00
Transfer from 2019 Provincial One-Time Modernization Grant	\$14,318.44
Total	\$65.198.44

This project will be funded using \$50,880.00 Municipal Modernization Grant (Phase 3) that was received. It is recommended that the balance of the project costs that are not covered by the MMP Phase 3 grant be funded from the 2019 Provincial One-Time Modernization Grant.

STRATEGIC PLAN

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

- Balanced Growth/Culture and Recreation/Economic Development

Business Attraction, Retention and Expansion

- Identify vacant spaces to host entrepreneurs and create an inventory.
- Use vacant space in the downtown for entrepreneurs.
- Create a shared service centre for new business and to support retention activities.

Downtown Revitalization

- Seasonally, rent storefront space in the core for Tourism and Economic Development Staff.
- Create a permanent tourism hub/office in central location.
- Promote local theatre and arts in the core by making an investment in space and programming.
- Investigate opportunities to invest in space in the core to further promote and expand local arts, culture, and theatre.

Incubators

- Research the possibility of introducing business incubator(s) as part of the industrial strategy, including potential partners, budget, utilizing existing facilities, governance model etc.
- If feasible, create a policy and budget to launch a municipal incubator. Develop a sectorial focus for its activities.

OTHERS CONSULTED

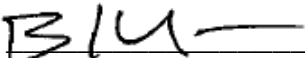
André Morin, Director of Corporate Services / Treasurer

ATTACHMENTS

1. Bid Summary

REVIEWED BY

Recommended by the CAO



Brent Kittmer

Chief Administrative Officer

VENDOR OPENING SUMMARY SHEET

CONTRACT NO: *Admin-31-2022*

TITLE: *Quantum Service Location Review*

NO	VENDOR	DATE	TIME	AMOUNT
1	<i>a+LINK Architecture Inc</i>	<i>6/8/2022</i>	<i>12:41Pm</i>	<i>72,400 (incl Hst)</i>
2				
3				
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9				
10				
11	<i>Opened by: <u>BEU</u></i>			
12				
13	<i>Recorded/Viewed by: <u>Jon M. [Signature]</u></i>			
14				

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jenna McCartney, Clerk
Date of Meeting:	28 June 2022
Subject:	ADMIN 38-2022 Noise By-Law Exemption Request for Army, Navy and Air Force #265

PURPOSE

To present a request to Council from Army, Navy and Air Force #265 for an exemption to the Noise By-law on July 8 and 9, 2022.

RECOMMENDATION

THAT ADMIN 38-2022 Noise By-law Exemption Request for Army, Navy & Air Force #265 report be received; and

THAT Council provide an exemption to the Noise By-law on July 8, 2022 from 11:00 pm to 12:00 am and July 9, 2022 from 11:00 pm to 12:00 am, to Army, Navy & Air Force #265, subject to the condition of notifying all property owners within a 150m radius.

BACKGROUND

A representative with the St. Marys Army, Navy and Air Force #265 has presented a request for an exemption to the Noise By-law related to an alcohol licensed event the organization wishes to hold between July 8 and 9, 2022.

REPORT

St. Marys Army, Navy and Air Force #265 (the "ANAF") has traditionally held an alcohol licensed event during Heritage Festival. The representative has stated that the organization cannot hold the event on July 1 & 2 and is therefore planning for July 8 & 9, 2022.

The event will include live music behind ANAF's building from 8:00 pm to 12:00 am each evening. The event will be licensed to serve alcohol and requires the Town of St. Marys to sign off with a Letter of Non-Objection. A Letter of Non-Objection is not the same as designating an event of municipal significance which resides at the foot of Council to approve. The requirement of the Letter has been fulfilled by the Clerk, as required by the Alcohol and Gaming Commission of Ontario, and the letter has been provided to ANAF.

The event is the biggest fundraiser of the year which provides ANAF to pay their operational bills resulting in the organization to continue to provide community support to minor sports, St. Marys Memorial Hospital, and other charities.

As the timing for the event will exceed the permitted time for noise, the organization is seeking Council's exemption to the Noise By-law from 11:00 pm to 12:00 am, each day of the event.

Should Council approve the exemption, staff will ensure the information is shared with the Stratford Police Service including the Park Patrol staff.

FINANCIAL IMPLICATIONS

None.

SUMMARY

ANAF has sought an exemption to the Noise By-law on July 8 and 9, 2022 for the purpose of holding an alcohol licensed event behind ANAF's building in which live music will be played between 8:00 pm and 12:00 am. Based on the proposed ending times of each day's event, an exemption to the Noise By-law would be required.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

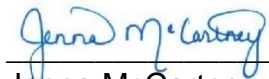
None.

ATTACHMENTS

None.

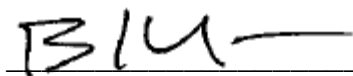
REVIEWED BY

Recommended by the Department



Jenna McCartney
Clerk

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Ray Cousineau, Facilities Manager
Date of Meeting:	28 June 2022
Subject:	DEV 47-2022 175 Queen St. E. (Town Hall) Mould Abatement

PURPOSE

To inform Council of the unbudgeted project of Mould Abatement at Town Hall.

RECOMMENDATION

THAT DEV 47-2022 Town Hall Mould Abatement report be received; and

THAT the procurement for mould abatement at Town Hall be awarded to JFM Environmental for the unbudgeted amount of \$19,900.00, exclusive of all taxes and contingencies; and,

THAT Council approve a project contingency of \$7,700; and

THAT Council approve the unbudgeted project costs to be funded from the Facilities Reserve; and

THAT Council consider By-Law 74-2022, authorizing the Mayor and the Clerk to sign a professional services agreement with JFM Environmental.

BACKGROUND

In October of 2021, mould was detected within one of the vault rooms and the stairwell at Town Hall. Upon inspection, it was found that the roof was leaking where the flashing meets the roof on the west side of the building above the entrance stairs. Roof Tile Management was contracted to perform repairs to the roof areas where the water was gaining entry to the building. Staff removed all visible mould in the vault area.

REPORT

JFM Environmental was contacted to perform indoor testing for mould on the building. Through this testing it was determined that mould abatement is required within the stairwell leading from the 1st floor to the Auditorium stage area.

The abatement work will include the removal of wallpaper material from the stairwell that had visible signs of mould growth and/or were reported in the 2021 work to have “active” mould growth on surfaces tested.

Following removal of the impacted materials the cleaning of all remaining surfaces. The cleaning will entail a three-step process: (a) HEPA vacuuming; (b) damp wiping with a Benefect-water mixture; and (c) a second round of HEPA vacuuming. Where required, they will use a suitable brush on contaminated surfaces as appropriate. Benefect is a botanical disinfectant (anti-fungal biodegradable product) they use to damp wipe surfaces.

Once this process has been completed, JFM will take air samples and tape lift samples to provide verification of the level of success achieved in the cleaning.

The abatement work does not include the re-construction of the stairwell area.

FINANCIAL IMPLICATIONS

JFM Abatement costs:

Professional Fees	\$ 2,000.00
Labour	\$ 8,000.00
Scaffolding Subcontractor	\$ 6,150.00
Analytical Subcontractor	\$ 400.00
Materials	\$ 1,000.00
Disbursements	<u>\$ 2,250.00</u>
Sub-Total	\$19,900.00 (not incl. HST)

Contingency Fund

Second Round of Cleaning	\$ 2,700.00
Re-construction of stairwell	<u>\$ 5,000.00</u>
Total Costs	<u>\$27,600.00</u>

Staff are recommending that the unbudgeted project costs be funded from the Facilities Reserve.

SUMMARY

Staff are recommending that Council approve the unbudgeted project of mould abatement for Town Hall. This is an important health and safety project for the space.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #1: Infrastructure
 - Strategic Priority: Develop a Comprehensive and Progressive Infrastructure Plan
 - Tactic(s): When reviewing priorities of needs for maintenance investments in “discretionary” Town assets, the following Town icons will be considered of most importance: historic Town Hall, historic Water Tower; mill race dam and spillway; Carnegie Library, museum, Water Street bridge, Church Street Bridge, Grand Trunk trail and Sarnia Bridge, and Junction Station.
 - Strategic Priority: Maintenance Prioritization
 - Tactic(s): Prioritize heritage assets, in terms of importance and develop maintenance schedule and budget accordingly. Assess if any assets can be better utilized by others. Implement a seasonal inspection schedule.

OTHERS CONSULTED

1. JFM Environmental
2. Grant Brouwer, Director of Building & Development

ATTACHMENTS

1. JFM Quote

REVIEWED BY

Recommended by the Department

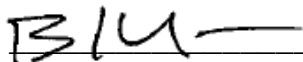


Ray Cousineau
Facilities Manager



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



JFM Environmental Limited
318 Neptune Crescent, Unit No. 1, London ON N6M 1A1 CANADA
Tel: +1 519 951 9191 | Fax: +1 519 452 3089
E-mail: info@jfmel.com

April 12, 2022

Proposal No. 22-2-2204-53-P

The Corporation of the Town of St. Marys
408 James Street South
St. Marys, ON N4X 1B6

Attn: Mr. Ray Cousineau, RRFS
Facilities Supervisor
rcousineau@town.stmarys.on.ca

Dear Mr. Cousineau

RE: Mould Abatement
175 Queen St East, St. Marys, Ontario

This letter follows the completion of indoor testing for mould on October 6 and 14, 2021 within selected rooms of the St. Marys Town Hall (the Site) located at 175 Queen Street East in St. Marys, Ontario. It is our understanding that mould abatement is required within one of the stairwells of the building.

Findings of the indoor testing for mould were provided in a finalized report issued by our firm and dated November 2, 2021, which concluded:

1. Tape lift samples and air sampling determined the presence of mould spores and water damage in various basement and main floor locations.
2. The sources of water damage should be addressed to ensure that conditions capable of producing mould are mitigated.

JFMEL subsequently conducted a Designated Substance Survey on the interior of the Site building. Findings of the Designated Substance Survey were provided in a finalized report issued by our firm dated March 11, 2022. The Designated Substance Survey noted that the Client had reported that the source of the water leakage had been resolved and that other impacted areas within the Site building had been remediated with the exception of the back stairwell walls.

It is understood that the mould abatement work has been requested for internal "due diligence" and to address the findings of the previous indoor air testing for mould.

The purpose of this letter is to confirm our understanding of the proposed scope of work and the nature of the services we will perform.

Scope of Work

Pre-abatement work preparation will include the placement and operation of HEPA air scrubbers in the stairwell area to reduce the elevated concentrations of airborne fungal spores. Two HEPA air scrubbers will be placed in selected areas of the stairwell to immediately reduce the concentration of airborne mould. They will be left in the work-space for the duration of the mould abatement work.

Given the results of air and tape lift samples, the surfaces tested were contaminated with mould (walls). Following the construction of the work-space containment area, the mould abatement work will commence. It will include the removal of wall paper material from the stairwell that had visible signs of mould growth and / or were reported in the 2021 work to have "active" mould growth on surfaces tested.

Following removal of the impacted materials the cleaning of all remaining surfaces within the work-space enclosure will proceed. The cleaning will entail a three-step process: (a) HEPA vacuuming; (b) damp wiping with a Benefect-water mixture; and (c) a second round of HEPA vacuuming. Where required, we will use a suitable brush on contaminated surfaces where appropriate. Benefect is a botanical disinfectant (anti-fungal biodegradable product) we use to damp wipe surfaces.

We will obtain 3 post-remediation air samples for mould analysis. The 2 air samples will be obtained from inside work-space enclosure. The third air sample will be taken from an outdoor location to provide baseline (background) microbial levels. NOTE: the air samples cannot be taken during a rain event because the outdoor baseline sample will be skewed to indicate a lower concentration of outdoor mould). In case rain does occur during the work, the air samples will be taken after a 24-hour period has elapsed to mitigate the impact of the rainfall to the outdoor mould concentrations.

We will also obtain 5 post-remediation "tape lift" sample from cleaned surface throughout the work-space enclosure.

The post abatement air samples and tape lift samples will provide verification of the level of success achieved in the cleaning. For air samples to be acceptable, they must show fungal spores of the same species as those in the baseline sample and concentrations at or less than the base line sample. For the tape lift samples to be acceptable, they must show fungal spores the same as those in the baseline sample and at "no-growth" condition or "no spores" condition.

Once the air samples and tape lift samples meet the criteria described, the work-space enclosure can be removed and the abatement is deemed to be "completed".

If the air tests indicate elevated concentrations or presence of mould spores, the work-space is deemed not be fully remediated, and another round of cleaning and verification sampling will be required. The cost of additional cleaning and verification sampling is not represented in the budgeted cost; included in the

budgeted cost is "one round" of cleaning and sampling. If additional cleaning is required thereafter, each additional round will cost as follows:

\$2,700 + HST

It is not uncommon to undergo one extra round of cleaning following the initial acquisition of the verification samples. Cleaning and verification sampling will continue until the verification samples "clear" the work-space enclosure and deem the abatement work completed.

The abatement work does not include the re-construction of the stairwell area.

The air samples will be obtained using standard air sampling equipment and spore-trap cassettes to determine total airborne fungi concentrations. Tape lift samples will be obtained using clear new cellophane tape suitable for fungi analysis. The methodologies utilized will be consistent with those described in the described in Institute of Inspection, Cleaning and Restoration Certification (IICRC) "S520 Standard and Reference Guide for Professional Mould Remediation" (Standard S520); Guidelines for the Investigation, Assessment & Remediation of Mould in Workplaces (Workplace Safety and Health Division, Manitoba Department of Labour, November 2000) and Fungal Contamination in Public Buildings: A Guide to Recognition and Management (Health Canada, June 1995).

Our observations will be documented and supplemented with laboratory Certificates of Analysis.

These procedures are directed at remediation of the back stairwell within the Site building. It is understood that the work supervised by JFM Environmental Limited and its personnel will not serve to "certify" or "warrant" the environmental condition of the entire Site building.

Schedule

A written report will be issued within approximately 7 working days from the receipt of the laboratory analysis. Verbal confirmation of our findings will be provided following the completion of our fieldwork at the Site. JFMEL anticipates requiring access to the Site for 2 weeks to setup, remove contaminated materials, conduct cleaning, and finally, collect verification sampling with laboratory analysis. Cleaning and verification sampling will continue until the verification samples "clear" the work-space enclosure and deem the abatement work completed. JFMEL will inform the Client of any limitations encountered (e.g. inclement weather, Site accessibility, regulatory delays, etc.), which may result in a delay in reporting.

Budgeted Cost

The abatement work described herein will be completed for a fee of **\$19,900.00** excluding H.S.T. and excluding the costs of analysis. The exact number of bulk samples collected and the

corresponding unit rates previously described will determine the cost of analysis. The cost is based on the following components:

• Professional Fees	\$ 2,000.
• Labour	\$ 8,000.
• Scaffolding Subcontractor	\$ 6,150.
• Analytical Subcontractor Costs	\$ 400.
• Materials	\$ 1,000.
• Disbursements	<u>\$ 2,250.</u>

Sub-Total: **\$ 19,900.** (Excluding H.S.T.)

Should you find these terms acceptable, we ask that you please provide us with the written authorization to access the Site by completing and returning the appended "Schedule A". We also require you to complete "Schedule B" to facilitate project invoicing. For commencement of the work, sign and return the previously referenced Schedules and the *Professional Services Agreement* also appended to this proposal (NOTE: The *Terms and Conditions* for the work are also included herein).

We will require payment in the amount of **\$22,487.00**, representing the total cost including HST and excluding analytical costs, prior to commencement of the work. The analytical costs will be invoiced upon delivery of the draft report.

Thank you for the opportunity to provide you with our services.

Yours very truly,

JFM ENVIRONMENTAL LIMITED



Tyler Travis, B.Sc., G.I.T.
Environmental Technologist
tyler.travis@jfmel.com



Frank C. Colozza, M.Sc., P.Geo., Q.P. *
Principal & Senior Hydrogeologist
frank.colozza@jfmel.com

* "Qualified Person" under O. Reg. 153 / 04

Attachments: (1) Professional Service Agreement
(2) Terms & Conditions

SCHEDULE "A"
AUTHORIZATION FROM PROPERTY OWNER

1. SITE LOCATION

Site Address:	175 Queen St East, St. Marys, Ontario
----------------------	---------------------------------------

2. PROPERTY OWNERS (INCLUDING CORPORATIONS)

Name:	
Address:	
Telephone:	
Fax:	
Email:	
Contact Person, if Corporation:	

3. AUTHORIZATION

I, the property owner (described in Section #2 (above)) or a signing officer of the corporation (described in Section #2 (also above)) that is the property owner, give JFM Environmental Limited authorization to have unencumbered access to the property located at the municipal address described in Section #1 (above) for entering the property and performing work and all other associated activities described in proposal attached hereto. In addition, I also grant authorization to any private, municipal, and / or provincial government agency to provide information requested by JFM Environmental Limited concerning the property described in Section #1 (above).

Signed this _____ day of _____, 2022.	
Authorized Signature:	X
Print Name of Authorizing Signature:	

SCHEDULE "B"

CLIENT INFORMATION

Legal Name of Client:	
Address:	
Telephone:	
Fax:	
Email:	
Contact Person, if a corporation:	
Email of Contact Person:	



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	28 June 2022
Subject:	DEV 48-2022 Application for Zoning By-law Amendment (Z03-2022) for 178 Queen Street West by A. and N.D. Brooke

PURPOSE

The purpose of this report is to: provide an overview of the Application; consider information and comments provided by the Applicant, the Town's Planning Advisory Committee, Town departments, agencies and the public; and consider recommendation(s) with respect to the further processing of the Application.

RECOMMENDATION

(If no significant concerns are raised by the public or members of Council at the statutory public meeting)

THAT DEV 48-2022 Application for Zoning By-law Amendment (Z03-2022) by A. and N.D. Brooke for 178 Queen Street West be received;

THAT Council approve the Application for Zoning By-law Amendment (Z03-2022) for 178 Queen Street West; and,

THAT Council consider Zoning By-law Z152-2022 for 178 Queen Street West.

BACKGROUND

The 682.7 m² (0.17 acre) subject property is located at the southwest corner of Queen Street West and Ontario Street South as shown on the General Location Map (provided as Attachment 1 of this report). The property is zoned "Residential Zone Three (R3)" in the Town of St. Marys Zoning By-law Z1-1997, as amended. The owners have submitted a Zoning By-law Amendment Application (the 'Application'), along with a concept site plan (refer to Attachment 2 of this report) and a planning justification letter (the 'PJL') prepared by Baker Planning Group.

There is an existing residential building on the property containing two dwelling units. According to the PJL, the:

- first unit is located on the main floor and is comprised of 4-bedrooms with an approximate floor area of 120.8 m² (1,300 ft²)
- second unit is located on the second floor and is a one-bedroom unit with an approximate floor area of 55.7 m² (600 ft²)

There are three existing parking spaces provided on the property (2 spaces accessed from Ontario Street and 1 space accessed from Queen Street West).

The owners are proposing to convert the main floor unit into two separate dwelling units. No external alterations to the existing building are proposed however, the owners propose to add one additional off-street parking space with access from Ontario Street.

The purpose and effect of the Zoning By-law Amendment Application is to amend the Town's Zoning By-law to change the zoning of the property to "Residential Zone Four (R4-X) Zone" to permit a converted dwelling with a maximum of three dwelling units, and accessory uses, buildings and structures.

At the May 30, 2022 meeting, the Planning Advisory Committee received a Town Information Report and passed a motion endorsing, in principle, the Application for Zoning By-law Amendment and recommended that Council proceed to a public meeting to consider the Application.

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 this Application.

Section 1.1.1 of the PPS states 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 range and mix of residential, employment, institutional, recreation, park and open space, and other uses to meet long-term needs
- promoting cost-effective development patterns and standards to minimize land consumption and servicing costs

Section 1.1.2 of the PPS states, in part, that sufficient land shall be made available in settlement areas through intensification and redevelopment and, if necessary, designated growth areas. Section 1.1.3.2 states that land use patterns within settlement areas shall be based on densities and a mix of land uses which: efficiently use land, resources, infrastructure, and public service facilities; minimize negative impacts to air quality and climate change, and promote energy efficiency; and support active transportation.

Section 1.1.3.4 states that "appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety".

Section 1.4.3 of the PPS states, in part, that planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents by:

- permitting and facilitating all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs requirements, and all forms of residential intensification, including second units, and redevelopment

- 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
- 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
- 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

Sections 1.6.3 and 1.6.6.1 promote the efficient use and optimization of existing infrastructure and public service facilities.

The proposal represents efficient development that will contribute to the provision of housing options in the Town.

Official Plan

The subject property is designated Residential according to the Town's Official Plan. Goal 2.1.1 of the Official Plan states that "residential areas in St. Marys shall provide a range of housing accommodation suitable for all age groups and household incomes".

The primary use of land in the Residential designation is for a range of dwelling types from single detached dwellings to walk-up type apartments, parks and open spaces, and institutional uses subject to the policies of the Plan. Residential Objectives are provided in Section 3.1.1 as follows:

- "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.
- 3.1.1.9 To maintain at least a 10 year supply of land that is designated and available for residential uses and land with servicing capacity to provide a 3 year supply of residential units zoned to facilitate residential intensification and redevelopment, and in draft and registered plans".

Section 3.1.2.3 of the Official Plan states the following:

"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 considered to permit the proposed development provided that the spirit of this Section is maintained.”

Section 3.1.2.4 states that “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”.

Section 3.1.3.10 states that “the conversion of older single-detached residences to multiple residential use may be permitted through an amendment to the Zoning By-law. In considering an amendment to convert a single-detached residence to multiple residential use, Council may consider the following:

- a) the conversion would be in keeping with the adjacent residential area;
- b) the conversion would not result in changes to the existing exterior of the building proposed for conversion;
- c) the site can accommodate adequate parking for the proposed dwelling units so as not to detract unduly from adjacent single detached residential development, or alternatively, such required parking area can be effectively buffered;
- d) the municipal services are adequate in the immediate area to accommodate the proposed conversion; and
- e) conversions which propose basement residential units will generally be discouraged.

The proposal contributes to the provision of a range of housing options, and no changes to the exterior of the existing building and no new development with the exception of the addition of one parking spaces are contemplated. The proposed conversion does not involve the addition of basement units and there is existing infrastructure to service the proposed use of the site.

Zoning By-law

The subject property is zoned “Residential Zone Three (R3)” in the Town of St. Marys Zoning By-law Z1-1997, as amended.

The purpose and effect of the Zoning By-law Amendment Application is to amend the Town’s Zoning By-law to change the zoning of the property to “Residential Zone Four (R4-X) Zone” to permit a converted dwelling with a maximum of three dwelling units, and accessory uses, buildings and structures and site-specific regulations. The following table provides a summary of proposed site-specific regulations as compared to regulations in the Zoning By-law for three converted dwelling units in a residential building.

Zoning By-law Section	Required	Proposed
Minimum Lot Area (m²)	740	650
Minimum Lot Depth (m)	37	29
Minimum Front Yard (m)	6	5.3 (on Ontario Street)
Minimum Interior Side Yard (m)	1.8	1.1 (south side)
Minimum Exterior Side Yard (m)	6	1.0 (on Queen Street)

Zoning By-law Section	Required	Proposed
Minimum Off-Street Parking	2 per converted dwelling unit	1.25 per converted dwelling unit
Maximum Driveway Width	The lessor of 8 m or 60% of the lot width	Existing on the date of the passing of the proposed by-law
Parking Space Access	From internal driveway if greater than 2 converted dwelling units	Accessed directly from a public road
Parking Space Size	5.5 metres in length by 2.7 metres in width	A maximum of one (1) parking space shall be 5.4 metres in length by 2.7 metres in width.
Daylight Triangle	10.8 x 10.8	Existing on the date of the passing of the proposed by-law

The vast majority of requested changes to zoning regulations are required to recognize the existing situation on the property (i.e. existing building and parking).

COMMUNICATIONS

In accordance with the Planning Act, notice of the public meeting was circulated by first class mail to all landowners within 120 metres of the subject property and any agencies as per the Planning Act, and required notice signage was posted on the property.

The owners of the abutting property to the south (20 Ontario Street South) provided written comments stating the following:

- “At the corner of Ontario St S. and Queen St., when trying to turn onto Queen St., looking west, if a vehicle is parked in the existing driveway on Queen St., the site lines for oncoming traffic are obstructed”.
- “Secondarily we have concerns with the side yard setback of the shed and the drainage pond on Ontario St. S., flooding our driveway and encroaching on our property”.

DISCUSSION

Affordable/attainable Housing

In response to the Town’s requirement for information to assess to what extent proposed development contributes to the provision of affordable and attainable housing, the applicant’s planning justification letter states, in part, the following:

- Approved alternate average market rent (AMR) values as identified through the Stratford, Perth County, and St. Marys Housing and Homelessness Plan (5-year update 2020-2024), for a 1-bedroom apartment is \$1,031 and for a 2-bedroom apartment in the area it is \$1,351.00.

- The proposed rental rates will range between \$1,400 to \$1,800. While this is slightly above the established alternate average market rate, there have been significant increases in housing costs since the preparation of the [Town's] report in 2020.

Parking

The current parking requirement in the Zoning By-law for converted dwelling units is two spaces per unit. The PJL states, in part, the following with respect to the proposed reduction to 1.25 spaces per unit:

- the rate is appropriate to the size and scale of the dwelling units
- a converted dwelling requires two parking spaces per dwelling unit, regardless of the dwelling units size; however, an apartment requires only 1.25 parking spaces per dwelling unit and there is no limit on the size of an apartment or the number of bedrooms
- the dwelling units proposed on the site function similar to an apartment dwelling, as the dwelling units are smaller in size (all less than 900 square feet) and do not exceed 2 bedrooms
- understand that a higher rate for a converted dwelling was established in the St. Marys Zoning By-law, with the belief that converted dwellings would likely be in larger older homes, with inherently larger unit sizes
- the proposed parking solution on the site will provide two parking spaces for the largest unit, and one parking space for the smaller units
- on-street parking is available on Ontario Street to accommodate visitors

Town staff notes that the Town's Parking Study recommended a parking standard of one space per converted dwelling unit and this is being implemented through the ongoing Town-initiated Housekeeping Zoning By-law Amendment.

Queen / Ontario Sight Lines

Concern has been raised regarding sight lines for drivers travelling north on Ontario Street South and turning left onto Queen Street West, if a vehicle is parked on the existing driveway on the Queen Street access to the subject property. Town staff has reviewed the sight lines from this intersection and have not identified any concerns provided a vehicle is parked in the parking stall (south of the sidewalk).

Other

Concern has also been expressed with "the side yard setback of the shed and the drainage pond on Ontario St. S., flooding our driveway and encroaching on our property". There is an existing shed located along the south property line of the subject property. Public Works staff has indicated that the flooding concern appears to be related to the catch basin located in front of the property to the south of the subject property. This is an operational issue that Public Works staff is investigating and is not related to the Zoning By-law Amendment Application before the Town.

FINANCIAL IMPLICATIONS

None known at this time.

SUMMARY

Approval of the Application will permit intensification that provides an additional rental housing unit that utilizes existing infrastructure such as roads and water and sewer services. The Application would support certain objectives and policies in the Official Plan with respect to the provision of a range of housing options through intensification.

The proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement, generally conforms to the Official Plan and represents good planning. It is recommended that Council approve the Zoning By-law Amendment if no significant concerns are raised by the public or members of Council at the statutory public meeting.

A copy of proposed Zoning By-law Z152-2022 is provided in the June 28, 2022 Council agenda.

OTHERS CONSULTED

Town of St. Marys Development Team

ATTACHMENTS

- 1) General location map
- 2) Concept site plan

Recommended by the Department

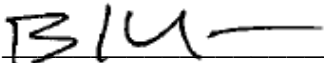


Mark Stone
Planner



Grant Brouwer
Director of Building and Planning

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

GENERAL LOCATION MAP

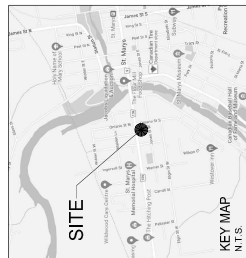
178 Queen Street West
Town of St. Marys



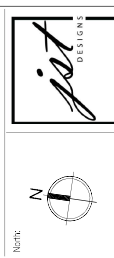
Subject Property



May 2022



SITE DATA:
 ZONE: Residential Zone Three (R3)
 SITE AREA: 682.7m²
 EXISTING BUILDING AREA: 172.5m² (1,857ft²)
 NUMBER OF UNITS: 3 units
 LOT COVERAGE: 25%
 PARKING REQUIRED: 5 spaces (2 per unit)
 PARKING PROPOSED: 4 spaces



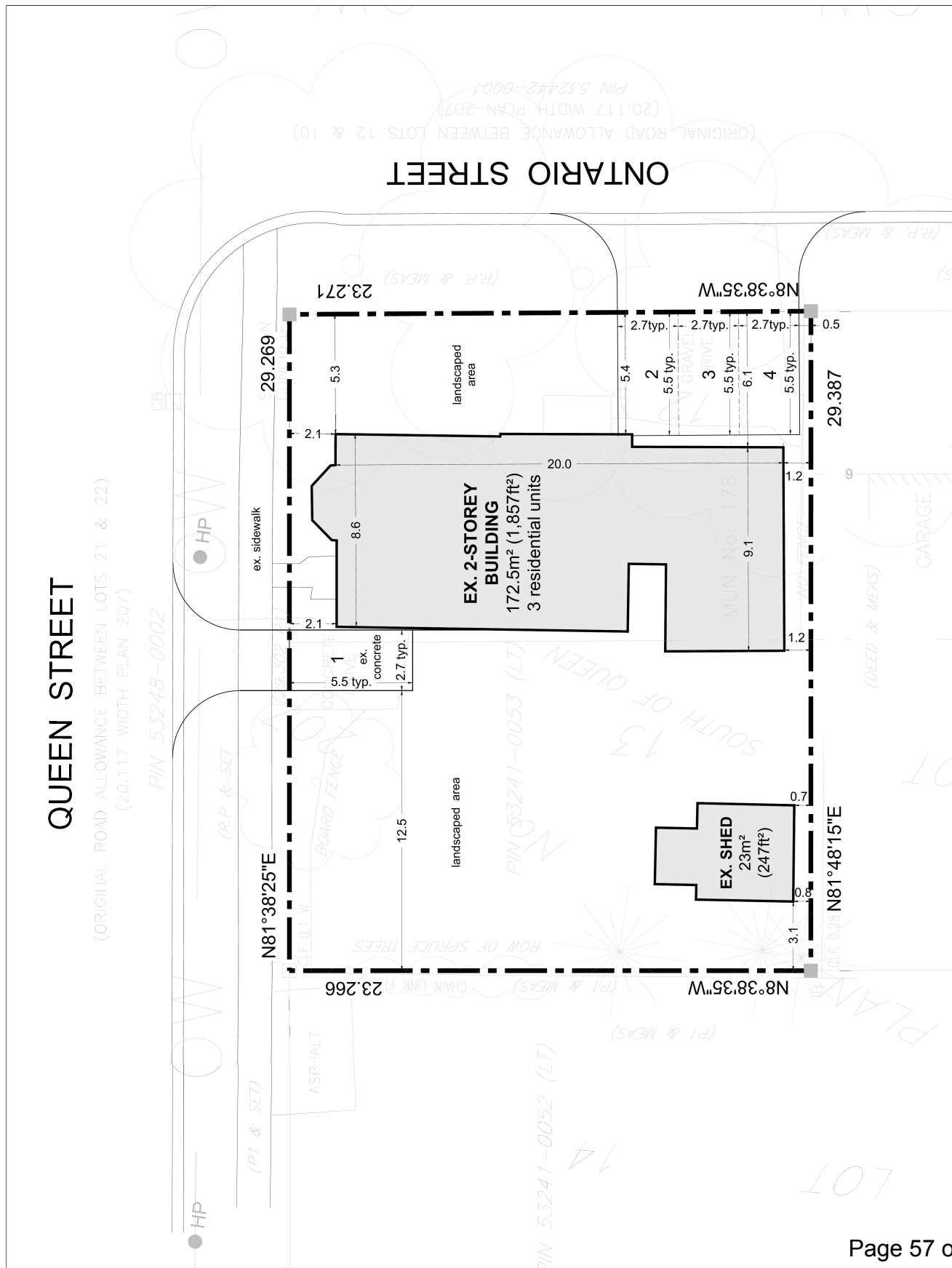
Project Name:
**178 QUEEN ST W
 ST. MARYS**
 PART 1: S.A.O. OF SURVEY OF PART OF LOTS 13
 (SOUTH OF QUEEN REGISTERED PLAN 207)
 IN THE TOWN OF ST. MARYS COUNTY OF PEEH

BAKER
 Planning Group

Sheet Title:
CONCEPTUAL SITE PLAN

DISCLAIMER:
 This plan is a conceptual site plan and is not intended to be used for any other purpose. The design is conceptual and is subject to engineering and municipal confirmation and sign-off.

Version No:
1
 Scale: **1/25 METRIC**
 Date: **05/08/2022**
 Drawn By: **J.T. HERT**



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Mark Stone, Planner

Date of Meeting: 28 June 2022

Subject: **DEV 49-2022 Town of St. Marys Zoning By-law – Housekeeping Amendment**

PURPOSE

The purpose of this report is to present a summary of proposed modifications to the Town's Zoning By-law for general housekeeping purposes to be implemented through the Town initiated Zoning By-law Amendment, and to consider information and comments provided by the Town's Planning Advisory Committee, Town departments, agencies and the public; and consider recommendation(s) with respect to the further processing of the Application.

RECOMMENDATION

(If no significant concerns are raised by the public or members of Council at the statutory public meeting)

THAT DEV 49-2022 Town of St. Marys Zoning By-law – Housekeeping Amendment report be received; and

THAT Council consider Zoning By-law Z153-2022 for housekeeping amendments to the Town's Zoning By-law.

BACKGROUND

A Zoning By-law is a legally enforceable document containing regulations and maps, and consists of a series of zones in a range of categories (e.g. residential, commercial, industrial/employment, institutional, agricultural/rural, environmental, etc.). A Zoning By-law is used by municipalities to implement the policies of the Official Plan and control:

- the use of land, buildings and structures
- the type, bulk, height, size, floor area, spacing, character and location of buildings and structures permitted
- minimum and maximum density
- lot sizes and dimensions
- parking and loading requirements

Zoning By-laws are used by a wide variety of people including planners, building officials, by-law enforcement officers, Councillors, residents, agencies, land owners, developers, business owners, lawyers, architects and real estate agents.

The Town of St. Marys Zoning By-law No. Z1-1997 was originally enacted in 1997 and has been subject to several amendments since then as a result of Town initiated amendments to various regulations from time-to-time and the approval of Zoning By-law Amendment Applications initiated by property owners. The Town has consolidated these amendments into the Zoning By-law and with the last consolidation occurring in 2018, staff is finalizing a consolidation for 2022.

This report presents a summary of proposed modifications to the Town's Zoning By-law for general housekeeping purposes to be implemented through this Town initiated Zoning By-law Amendment. The intent of housekeeping amendments is to implement technical updates and to address minor issues or discrepancies.

At the May 30, 2022 meeting, the Planning Advisory Committee received Report DEV 38-2022 and passed a motion recommending that Council initiate a Housekeeping Amendment to the Town's Zoning By-law as described in the Formal Report. A copy of DEV 38-2022 is provided as Attachment 1 of this report.

REPORT

The discussion in Formal Report DEV 38-2022 provides the basis for the proposed amendments to the Zoning By-law. Staff prepared a Summary of Proposed Housekeeping Amendments document that is provided in Attachment 2 of this report. This section of the report does not discuss every proposed change to the Zoning By-law but summarizes the key changes in the proposed Amendment.

1. Format

a) Employ the use of tables and consolidate similar zones throughout the Zoning By-law

Why?

- To display zoning information in a more condensed and clear manner
- Unnecessary text can be eliminated when using tables, leaving only pertinent information
- Allows practitioners and users of the Zoning By-law to compare permitted uses and regulations amongst similar zones

2. Definitions (Section 3)

a) Eliminate numbering of definitions

Why?

- To avoid the need in the future to re-number all definitions when a new definition is added

b) Amend, remove and add definitions

Why?

- Replace terminology that is outdated and/or not consistent with contemporary best practices
- Provide definitions for all land use terms to provide clarity on permitted and prohibited uses, and to reduce interpretation issues
- To implement the recommendations from the Town's Comprehensive Parking Review study related to the addition of new definitions and amendments to existing definitions

3. General provisions (Section 5)

a) Accessory buildings – apply a 10 percent maximum lot coverage for all residential lots and simplify the calculation method (5.1.5A)

The proposed amendment would eliminate subsection 5.1.5A(b) that currently sets out maximum lot coverage requirements in the R1, R2, R3 and R4 Zones based on the lesser of a percentage of lot area or floor area. This change would increase the maximum permitted lot coverage from five to ten percent for most residential lots.

Why?

- To simplify the way the way in which maximum lot coverage is calculated for residential lots
- To provide for a maximum lot coverage requirement based on reviews of minor variances granted by the Town's Committee of Adjustment in recent years for lot coverage and maximum lot coverage requirements in other municipalities

b) Home occupations – increase the number of permitted home occupations from 1 to 2 (5.11)

Why?

- To recognize the historic and anticipated future growth in the percentage of people working from home

Staff note that all other regulations pertaining to home occupations are being maintained and this includes continuing to require that home occupations are secondary to the main residential use, requiring that the residential character and external appearance of dwellings be maintained, and prohibiting certain activities or businesses.

c) Update parking space requirements for certain uses (including accessible and bicycle parking – 5.21.1.1)

Why?

- To implement the recommendations from the Town's Comprehensive Parking Review study

d) Stacking lane requirements for drive-through facilities (new subsection 5.21.14)

Why?

- To implement the recommendations from the Town's Comprehensive Parking Review study with respect to the design and functionality of drive-through facilities
- Set out specific regulations with respect to the size and location of stacking lanes and spaces, minimum separation of stacking lanes from driveways, and minimum number of stacking spaces for various uses

4. Modify setback, coverage and open space requirements in certain zones

a) Increase the maximum lot coverage for single detached dwellings in the R1, R2, R3 and R4 Zones, semi-detached dwellings in the R3 and R4 Zones, and townhouse dwellings in the R5 Zone

b) Reduce the minimum front yard and exterior side yard for apartment buildings in the R5 Zone

- c) Reduce the minimum rear yard for single detached dwellings in the R2, R3 and R4 Zones, semi-detached dwellings in the R3 and R4 Zones, and townhouse dwellings in the R5 Zone
- d) Reduce the minimum open space required for lots with single detached dwellings in the R1, R2, R3 and R4 Zones, semi-detached dwellings in the R3 and R4 Zones, and townhouse dwellings and apartment buildings in the R5 Zone
- e) Increase the maximum lot coverage for permitted uses, buildings and structures in the C2 and C3 Zones
- f) Reduce the minimum front yard for permitted uses, buildings and structures in the C3 Zone

Why?

- To improve built form including requiring buildings to be located close to street frontages instead of large expanses of parking areas
- To permit increased use of properties while maintaining appropriate regulations to control building locations and massing, and maintain open space

5. Modify the Development (D) / RD Zone (Section 28)

- a) Permit the replacement of existing single detached dwellings, additions onto existing single detached dwellings, and new accessory buildings and structures, subject to appropriate regulations

Why?

- Concerns raised regarding the inability to enlarge existing buildings and/or build new accessory buildings or structures
- Restrictions on further development and/or intensification of future development lands are recommended to ensure that maximum flexibility for future development is maintained until there is a planning process when there is the opportunity to ensure planned growth can occur in a logical and well thought out manner

SUMMARY

The proposed housekeeping Amendment to the Zoning By-law to address various identified technical issues, improve the readability and reduce the size of the By-law, address concerns with respect to certain general provisions, modify zone provisions to permit for more efficient use of land and built form, and provide more flexibility in the Development (D) Zone.

It is recommended that Council approve the Zoning By-law Amendment if no significant concerns are raised by the public or members of Council at the statutory public meeting.

A copy of proposed Zoning By-law Z153-2022 is provided in the June 28, 2022 Council agenda.

ATTACHMENTS

- 1) Formal Report DEV 38-2022
- 2) Summary of Proposed Housekeeping Amendments

Recommended by the Department

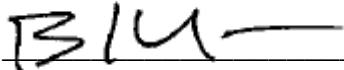


Mark Stone
Planner



Grant Brouwer
Director of Building and Planning

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To: Chair and Members of the Advisory Committee

Prepared by: Mark Stone, Planner

Date of Meeting: 30 May 2022

Subject: **DEV 38-2022 Town of St. Marys Zoning By-law – Housekeeping Amendment**

PURPOSE

The purpose of this report is to present a summary of proposed modifications to the Town's Zoning By-law for general housekeeping purposes to be implemented through a Town initiated Zoning By-law Amendment.

RECOMMENDATION

THAT DEV 38-2022 Town of St. Marys Zoning By-law – Housekeeping Amendment report be received; and

THAT the Planning Advisory Committee recommend that Council initiate a Housekeeping Amendment to the Town's Zoning By-law to:

1. employ the use of tables throughout the Zoning By-law to display zoning information in a more condensed and clear manner;
2. consolidate similar zone sections through the use of tables;
3. update the Zoning By-law list of definitions (without a numbering system) to avoid the need for the complex re-numbering of all definitions any time a definition is added or removed in the future;
4. update definitions to reflect contemporary terminology and provide definitions for all land use terms;
5. increase the allowable lot coverage for accessory buildings and structures on residential lots;
6. modify certain setback, coverage and other regulations to allow for more efficient use of land and improved built form; and,
7. modify the Development (D / RD) Zone to permit the replacement of existing single detached dwellings, additions onto existing single detached dwellings, and new accessory buildings and structures, subject to appropriate regulations.

BACKGROUND

A Zoning By-law is a legally enforceable document containing regulations and maps, and consists of a series of zones in a range of categories (e.g. residential, commercial, industrial/employment, institutional, agricultural/rural, environmental, etc.). A Zoning By-law is used by municipalities to implement the policies of the Official Plan and control:

- the use of land, buildings and structures

- the type, bulk, height, size, floor area, spacing, character and location of buildings and structures permitted
- minimum and maximum density
- lot sizes and dimensions
- parking and loading requirements

Zoning By-laws are used by a wide variety of people including planners, building officials, by-law enforcement officers, Councillors, residents, agencies, land owners, developers, business owners, lawyers, architects and real estate agents.

The Town of St. Marys Zoning By-law No. Z1-1997 was originally enacted in 1997 and has been subject to several amendments since then as a result of Town initiated amendments to various regulations from time-to-time and the approval of Zoning By-law Amendment Applications initiated by property owners. The Town has consolidated these amendments into the Zoning By-law and with the last consolidation occurring in 2018, staff is finalizing a consolidation for 2022.

This report seeks to present a summary of proposed modifications to the Town's Zoning By-law for general housekeeping purposes to be implemented through a Town initiated Zoning By-law Amendment. The intent of housekeeping amendments is to implement technical updates and to address minor issues or discrepancies.

REPORT

This section will identify issues and/or possible areas of improvement in the Zoning By-law with respect to the format of the by-law (i.e. how regulations are presented and organized), definitions,

Format

Zone Sections

The Town's Zoning By-law provides a separate section for each Zone with separate listings of permitted uses, regulations and exceptions, as shown in the Residential Zone One (R1) Zone excerpt to the right. As a result, there are 28 sections in the By-law. There is the need for a large number of distinct zones in the By-law however, the use of tables can improve how zoning regulations are displayed and reduce the overall size of the document.

Use of Tables

For the most part, tables are not utilized to display information in the Town's Zoning By-law. Many municipalities now employ the use of tables to display definitions, general provisions, permitted uses and regulations, and exceptions. Tables can be used to group zones

Excerpt from Town of St. Marys Zoning By-law

SECTION 8 - RESIDENTIAL ZONE ONE (R1)

No person shall within any R1 zone use any land or erect, alter, or use any building or structure for any purpose except in accordance with the following provisions:

8.1 Permitted Uses, Buildings, and Structures

- (a) a bed and breakfast establishment;
- (b) a home occupation;
- (c) a public park;
- (d) one single-detached dwelling on one lot;
- (e) accessory uses, buildings, and structures.

8.2 Requirements for a single-detached dwelling on one lot.

8.2.1 Lot Area, Minimum	Interior Lot	990	square metres
	Corner Lot	1102.5	square metres
8.2.2 Lot Frontage, Minimum	Interior Lot	22.0	metres
	Corner Lot	24.5	metres
8.2.3 Lot Depth, Minimum		45.0	metres
8.2.4 Front Yard, Minimum		7.5	metres
8.2.5 Interior Side Yard, Minimum		3.0	metres on one side and
		2.4	metres on the opposite side (in the case of a corner lot 2.4 metres is required on the interior side.)
8.2.6 Exterior Side Yard, Minimum		7.5	metres
8.2.7 Rear Yard, Minimum		7.5	metres
8.2.8 Building Height, Maximum		10.5	metres
8.2.9 Lot Coverage, Maximum		35.0	per cent
8.2.10 Gross Floor Area, Minimum		125	square metres
8.2.11 Landscaped Open Space, Minimum		30.0	per cent
8.2.12 Parking Requirements			
In accordance with the provisions of Section 5.21.			

by setting out permitted uses and regulations as shown below in examples from the Town of Newmarket Zoning By-law.

Excerpt from Town of Newmarket Zoning By-law

Uses	Zones			
	R1	R2	R3	R4
Apartment			✓(b)	✓(b)
Duplex		✓	✓	
Group or Cluster			✓	✓
Single-Detached	✓(a)	✓	✓	
Semi-Detached		✓	✓	
Townhouse			✓	
Senior Citizen Housing			✓(b)	✓(b)
Retirement Home			✓(b)	✓(b)
Boarding Home		✓(c)	✓(c)	
Nursing Facility			✓(b)	✓(b)
Community Garden	✓	✓	✓	✓

Lot Provisions	R1	R2		
	Single Detached	Single Detached	Duplex	Semi-Detached
Minimum Lot Area (m ²)	1,400	450	550	275
Minimum Lot Frontage (m)	20.0	15.0 (a)	15.0	9.0
Minimum Front Yard (m)	6.0	4.5	4.5	4.5
Minimum Exterior Side Yard (m)	4.5	4.5	4.5	4.5
Minimum Interior Side Yard (m)	2.0	1.2	1.2	1.2 & 0.0
Minimum Rear Yard (m)	7.5	7.5	7.5	7.5
Maximum Height (m)	12.0	12.0	12.0	12.0
Maximum Lot Coverage (bungalow)	20%	45%	Not applicable	45%
Maximum Lot Coverage (other than bungalow)	20%	40%	40%	40%
Minimum Landscaped Open Space	30%	35%	35%	35%
Other provisions				

Using tables allows for a more organized and concise display of information. Unnecessary text can be eliminated when using tables, leaving only pertinent information. This approach also allows practitioners and users of zoning by-laws to compare permitted uses and regulations amongst similar zones.

Recommendation #1

That Council consider the use of tables throughout the Zoning By-law to display zoning information in a more condensed and clear manner.

Using tables, the Town should consider consolidating zone sections to reduce the number of sections and the overall size of the By-law. For example, the By-law has eight separate sections for residential zones (R1, R1A, R2, R3, R4, R5, R6 and R7), whereas the use of tables would allow for the consolidation of all residential zones into one section of the By-law.

Recommendation #2

That Council consider the consolidation of similar zone sections through the use of tables.

Definitions

Definitions are important components of any zoning by-law since they are used to help us understand land uses and regulations, and how each should be implemented. Specifically, definitions:

- are used to assist in the implementation of Provincial and official plan policies
- provide direction for determining property characteristics and measurements (such as number of storeys, building setbacks, yards), and building types (such as primary versus accessory buildings, or single detached dwellings versus secondary suites)
- provide clarity with respect to uses that are permitted by specifying what does and does not constitute a 'use'
- provide clarity with respect to uses that are **not** permitted - if a use is defined in a zoning by-law but not identified as a permitted use in a zone, then that use is not permitted

Definitions are provided in Section 3 of the current By-law. Definitions in the current By-law fall under a range of categories including:

- Land Use – (e.g. 'medical clinic' or 'place of entertainment')
- Regulation Components – often related to a numerical standard (e.g. 'gross floor area' or 'yard')
- Parking Related – (e.g. 'parking area' or 'loading space')
- Legal or Condition – (e.g. 'legal non-conforming use')

Definitions are provided in alphabetical order in the By-law. Some classes of definitions are listed in reverse order based on multiple use of a common term. For example, there are multiple definitions for different types of 'yards'. Instead of listing them alphabetically (e.g. front yard, minimum front yard, rear yard, etc.), the current By-law identifies these terms by identifying the common term first (i.e. 'yard') to group this class of definitions, as shown in the excerpt below.

Excerpt from Town of St. Marys Zoning By-law

3.155 Yard means a space appurtenant to a **building or structure**, located on the same **lot** as such **building or structure**, and which is open, uncovered, and unoccupied from the ground to the sky except as **permitted** otherwise by this By-law.

3.156 Yard, Front means a **yard** extending across the full width of a **lot** between the **front lot line** and the nearest **main wall** or supporting member of any **main building or structure** on the **lot**.

3.157 Yard, Minimum Front means the minimum depth of a **front yard** between the **front lot line** and the nearest **main wall** or supporting member of any **main building or structure** on the **lot**.

3.158 Yard, Rear means a **yard** extending across the full width of a **lot** between the **rear lot line** and the nearest **main wall** or supporting member of any **main building or structure** on the **lot**.

The current approach to numbering definitions necessitates complex amendments to the Zoning By-law (i.e. renumbering of all definitions that follow) any time a definition is added or deleted. The Town

should consider eliminating the existing numbering system for definitions to avoid the need in the future to re-number all definitions when a new definition is added with future amendments. Definitions would simply be listed alphabetically – this is a common approach in many zoning by-laws today.

Recommendation #3

That Council consider updating the Zoning By-law list of definitions (without a numbering system) to avoid the need for the complex re-numbering of all definitions any time a definition is added or removed in the future.

Some other general issues or areas for improvement including:

- a) Due to the age of the existing By-law, some terminology is outdated and not consistent with contemporary best practices. The term 'eating establishment' is currently used in the existing By-law however, a more contemporary term for this use is 'restaurant'.
- b) There are some land uses not defined in the current By-law or definitions are provided for similar land use terms. For example, uses such as 'arena', 'grocery store', 'laboratory or research facility' are listed as permitted uses in certain zones but are not defined in the By-law.

Where existing terminology is outdated, it should be updated based on contemporary terms or best practices, and all uses referenced in the By-law should be associated with a clear definition.

Recommendation #4

That Council consider updating definitions in the Zoning By-law to:

- reflect contemporary terminology
- provide definitions for all land use terms in the By-law

General Provisions

Accessory Uses, Buildings and Structures

Accessory uses, buildings and structures are defined as follows in the Zoning By-law:

3.1.1 Accessory Building or Structure means a **building** or **structure** that is normally incidental, subordinate, and exclusively devoted to the principal **use, building, or structure**, which is separate (detached) from the **main building or structure** and which is located on the same **lot** therewith. No **accessory building or structure** shall be **used** for human habitation.

3.2 Accessory Use means a **use** that is normally incidental, subordinate, and exclusively devoted to the main **use** of the **lot** and which is located on the same **lot** therewith.

Section 5.1A of the By-law sets out provisions to regulate accessory uses as summarized below:

5.1A Accessory Uses

5.1.1A Use

Where this By-law provides that a **lot** may be **used** or a **building** or **structure** may be **erected, altered, or used** for a purpose, that purpose shall include any **accessory building or structure** or **accessory use**, but shall not include:

- (a) any occupation or business for profit conducted within a **dwelling unit** except as may be specifically **permitted** by this By-law; and
- (b) any **building** or **structure used** for human habitation except as may be specifically **permitted** by this By-law.

5.1.2A Time of Establishment

No **accessory use**, **building**, or **structure** shall be **permitted** on any **lot** until such time as the main **use** to which it is **accessory** has been lawfully and physically established on the **lot**.

5.1.3A Location

- (a) all **accessory buildings** and **structures** shall comply with the **minimum front yard** requirement for the **main building** on the **lot** or be located to the **rear** of the front wall of the **existing main building** on the **lot**, whichever is greater;
- (b) all **accessory buildings** and **structures** shall be required to comply with the **side** and **rear yard** requirements for the **zone** in which they are located as set out in this By-law;
- (c) **accessory buildings** and **structures** shall not be structurally attached to a **main building** in any way and they shall be located at a distance of not less than 1.0 metres from the **main building**. The provisions of this Section shall not apply to standby generators or air conditioning/ventilation devices;
- (d) notwithstanding the foregoing, in any Residential Zone One (R1), Residential Zone Two (R2), Residential Zone Three (R3), or Residential Zone Four (R4) a **detached garage** or other **accessory building** may be **erected** and **used** in a **rear yard** provided it is located not less than 1.0 metres from any **lot line**;
- (e) where an **accessory building** or **structure** is built on a **corner lot**, it shall be no closer to the **front lot line** than **permitted** by Clause (a) above and no closer to the **exterior side lot line** than the **minimum exterior side yard** distance required for the **main building** under this By-law.

5.1.4A Height

Except as otherwise provided in this By-law, no **accessory building** or **structure** shall exceed 4.5 metres in **height** or be higher than the **main building** on the **lot**, whichever is the lessor. This provision shall not apply to the Agricultural Zone One (A1).

Amended by By-law No. Z107-2014

5.1.5A Coverage

- (a) The total **lot coverage** of all **accessory buildings** and **structures** on a **lot** shall not exceed 10 per cent of the **lot area**.
 - (b) Notwithstanding the above paragraph (a), the total **lot coverage** of all **accessory buildings** and **structures** on a **lot** in any Residential Zone One (R1), Residential Zone Two (R2), Residential Zone Three (R3), or Residential Zone Four (R4) shall not exceed 10 per cent of the **lot area** or 50 square metres whichever is the lesser.
- In a R1, R2, R3, or R4 **zone** with a **lot area** of 1,050 square metres or more, shall not exceed 5% of the **lot area** or 115 square metres, whichever is the lessor.

For the purpose of Section 5.1.5 (a) and 5.1.5 (b), the area of a **swimming pool** that is not enclosed by a **building** or **structure** shall not be included in the calculation of **lot coverage**.

Between 2017 and April of 2022, there have been six minor variances approved by the Committee of Adjustment related to accessory buildings and structures, as summarized in the table below.

Summary of Approved Minor Variances, St. Marys (2017 to 2022)

Minor Variance Type	Number of Variances	Notes
Maximum Height of Accessory Building	1	<ul style="list-style-type: none"> Increased from 4.5 to 4.652 m
Maximum Lot Coverage for Accessory Building 5.1.5(b) – the lessor of: <ul style="list-style-type: none"> 10% of lot area or 50 m² 5% of lot area or 115 m² on lots >115 m² 	4	<ul style="list-style-type: none"> Increase from 70 m² to 111.94 m² Increase from 5% (=60 m²) to 6% (=72.5 m²) Increase from 5% to 6.7% Increase from 5% to 5.9% Increase from 5% to 7.9%
Minimum Interior Side Yard for Accessory Building	1	<ul style="list-style-type: none"> Reduced from 1.0 to 0.39 metres

Based on a review of the Zoning By-law and analysis of minor variances, staff does not recommend any changes to the regulations related to minimum setbacks or maximum height for accessory buildings and structures. However, staff is of the opinion that two changes are needed as it relates to lot coverage:

1. A simpler way of applying and calculating lot coverage requirements.
2. Increasing the maximum permitted lot coverage. The current five percent maximum lot coverage requirement under 5.1.5A(b) is lower than many of the municipal zoning by-laws surveyed and there have been a number of requests for variances to increase this standard.

Our review of best practices in other municipalities also revealed that many zoning by-laws set out different lot coverage provisions for accessory buildings and structures based on zones and lot sizes. For example, the Township of Centre Wellington and Guelph Eramosa Zoning By-laws permit the following:

- five percent in industrial, commercial, institutional, open space and mixed uses zones
- 10 percent in residential zones

The Municipality of Strathroy-Caradoc sets out the following requirements for accessory buildings and structures:

Zone	Maximum Size
Residential Zones and A2 Zone where the lot size is 1 ha or smaller	15% of the lot coverage but not exceeding 80% of the ground floor area of the dwelling (calculation of floor area shall exclude any attached private garage)
Commercial / Other Zones	Not exceeding the size of the main building
Agricultural / Industrial Zones	No maximum size

Recommendation #5

That Council consider increasing the allowable lot coverage for accessory buildings and structures on residential lots.

Parking

On October 13, 2020 Council procured the services of Paradigm Transportation Solutions Limited to prepare a Comprehensive Parking Review. Strategic Priorities Committee (SPC) reviewed the first draft on August 17, 2021 and on November 30, 2021, the SPC accepted DEV 52-2021 Comprehensive Parking Review but directed staff to report back with an implementation plan, in particular showing how High Priority recommendations will be advanced, as well as the other matters raised by the Committee.

Staff presented a report to SPC on March 15, 2022 which included the proposed implementation plan for the parking study. The following chart summarizes high priority recommendations to be implemented through zoning.

Summary of High Priority Study Recommendations (Zoning Related)

STUDY RECOMMENDATIONS	IMPLEMENTATION THROUGH TOWN INITIATED AMENDMENT TO THE ZONING BY-LAW
Update Section 5.21 of the Zoning By-law to include new residential and non-residential parking rates as contained herein	Proposed amendments to Section 5.21 based on Attachment 1 for Table 6.3: Recommended Minimum Parking Rates from the Comprehensive Parking Review report.
Update Section 5 of the Zoning By-law to include a requirement for all new development (independent of land use) to provide electric vehicle charging station rough-ins for a minimum of 5% of all required parking spaces	Proposed amendments to implement this recommendation by proposing new regulations in Section 5.21.
Update Section 5.21 of the Zoning By-law to include minimum bicycle parking rates as contained herein	Proposed amendments to Section 5.21 based on Attachment 2 for Table 6.4: Recommended Minimum Bicycle Parking Requirements from the Comprehensive Parking Review report.
Adopt the visitor parking rates for select residential land uses as contained herein	Proposed amendments to Section 5.21 based on Attachment 1 for Table 6.3: Recommended Minimum Parking Rates from the Comprehensive Parking Review report.
Update Section 5.21.1 of the Zoning By-law to include the following text related to visitor parking spaces: <ul style="list-style-type: none"> All required visitor parking spaces shall be provided and maintained for each use located on a lot and shall be located on the same lot as the uses requiring the visitor parking spaces; and All required visitor parking spaces shall be clearly identified, demarcated, and reserved at all times 	Proposed amendments to implement this recommendation by proposing new regulations in Section 5.21.
Update Section 5 of the Zoning By-law to include minimum bicycle parking requirements and bicycle parking design guidelines as contained herein	Proposed amendments to implement this recommendation by proposing new regulations in Section 5.21 based on the following Bicycle Parking Design Guidelines in the Town of Carleton's Place Development Permit By-law 15-2015:

STUDY RECOMMENDATIONS	IMPLEMENTATION THROUGH TOWN INITIATED AMENDMENT TO THE ZONING BY-LAW
	<p><i>All required spaces for bicycles or similar vehicles must be provided in accordance with the following design standards:</i></p> <ul style="list-style-type: none"> <i>The minimum dimensions for each space intended for bicycles must be 0.6 metres (2 feet) in width and 1.8 metres (5.9 feet) in length with a 1.2 metre (3.9 feet) clear access aisle and 1.2 metre (3.9 feet) vertical clearance;</i> <i>Bicycle parking spaces shall be secured by a locked door or shall include a securely anchored rack to which the bicycle frame and one wheel can be locked; and</i> <i>Bicycle parking spaces shall be located close to main building entrances</i>
Adopt accessible parking requirements in accordance with the Accessibility for Ontarians with Disabilities Act (AODA)	Proposed amendments to Section 5.21 based on Attachment 3 for Section 6.3, Accessible Parking from the Comprehensive Parking Review report.
Update Section 5.21.1.2 of the Zoning By-law to specify accessible parking spaces are not required for single-detached, semi-detached, duplex, or triplex uses	Proposed amendments to implement this recommendation by proposing new regulations in Section 5.21.
Retain Section 5.12 of the Zoning By-law as it pertains to Loading Space Requirement	No action required
Update Section 3 of the Zoning By-law to include definitions for new land use parking requirements, or reclassification of current land uses as contained herein	Refer to recommended definition changes from Comprehensive Parking Review report.
<p>Adopt definitions for stacking lanes and stacking spaces as follows:</p> <ul style="list-style-type: none"> Stacking Lane: a continuous on-site queuing lane that includes stacking spaces for motor vehicles, which is separated from other vehicular traffic and pedestrian circulation by barriers, markings, or signs; and Stacking Space: a rectangular space that may be provided in succession and is designed to be used for the temporary queuing of motor vehicles in a stacking lane. 	Proposed amendments to implement this recommendation by proposing new definitions in Section 3.
Modify Section 3.13 of the Town's Zoning By-law and remove the current requirement for queuing spaces	Refer to recommended definition changes from Comprehensive Parking Review report.
Adopt a minimum number of stacking spaces for select land uses as contained herein	Proposed amendments to implement this recommendation by proposing new regulations in Section 5.21.

Recommended parking related definition additions from the Comprehensive Parking Review report:

Automobile Washing Establishment means a building or structure containing facilities used or intended to be used primarily for washing vehicles by the use of mechanical devices or by hand. Rate adopted from City of Stratford Zoning By-law 201-2000 and modified based on feedback from Town planning staff;

Conference or Banquet Facility: means a building or part thereof, used for the gathering of groups of persons for specific functions including the consumption of food and drink, Full kitchen facilities shall be provided on the premises. Rate adopted from the City of Burlington. Definition adopted from existing Town of St Marys Zoning By-law for Banquet Hall; and

Service Trade: means an establishment, other than an automotive use, that provides a non-personal service or craft to the public, including, but not necessarily restricted to, the shop of a printer, a plumber, a painter, a carpenter, an electrician, a welder, a furrier, an upholster, a custom engraver, a monument engraver, a merchandise service shop, a battery storage and recharging shop, a small engine repair shop, a workshop for the physically challenged, a catering establishment, a tool or small equipment rental establishment. Rate adopted from City of Stratford Zoning By-law 201-2000.

Recommended parking related definition modifications from the Comprehensive Parking Review report:

Assembly Hall means a building or part thereof, in which facilities are provided for such purposes as meetings for civic, educational, political, religious, or social purposes. An Assembly Hall does not include a Conference or Banquet Facility; and

Automobile Washing Establishment is replaced with the previous noted definition.

These recommended changes have been reviewed by Council and direction has been provided to staff.

Zone Regulations

Provincial policies and the current and proposed new Official Plan are generally supportive of development at densities that will make more economic use of existing infrastructure and use land more efficiently.

There are a number of ways to improve built form including requiring buildings to be located close to street frontages instead of large expanses of parking areas. To achieve this, the Town should consider reducing certain regulations such as the minimum lot frontage and exterior side yard requirements. For example, based on a review of several other municipal zoning by-laws, minimum front yard requirements can be as low as 6 metres (as compared to 15 metres in the current General Industrial M2 Zone).

From a residential perspective, a minimum front yard setback of 6 metres may be appropriate whereas 7.5 metres is required in the current R1 Zone. Also, maximum lot coverages ranging from 40 to 50 percent are more common now for residential development, as compared to a maximum coverage of 35 percent in the current R1 and R2 Zones.

Recommendation #6

That Council consider modifying certain setback, coverage and other regulations to allow for more efficient use of land and improved built form.

Development (D) / RD Zone

Town staff has received concerns regarding the restrictive nature of the Development Zone (D) in the Zoning By-law (Section 28) of the By-law is the Development Zone (D). The D Zone symbol has been applied to some properties designated for non-residential uses under the Official Plan (e.g. Extractive Industrial or Recreational) or to a few smaller properties with development constraints. According to Section 28.1, permitted uses, buildings and structures are limited to:

- (a) **uses, buildings, and structures** lawfully existing on the date of passing of this By-law and additions thereto.
- (b) **agricultural uses**, excluding **buildings** and **structures**.
- (c) **accessory uses, buildings, and structures** lawfully existing on the date of passing of this By-law.

Staff interprets Section 28.1 to mean that the only uses, buildings and structures permitted on lands zoned RD are those that lawfully existing when the Zoning By-law was passed. The only new uses that can occur on a property are agricultural uses provided there are no new buildings or structures. Additions onto existing uses, buildings and structures are permitted but it is unclear to what extent and what regulations should apply. Section 28.2 states that “the **minimum lot area, lot frontage, front yard, interior side yard, exterior side yard, rear yard, and the maximum building height and lot coverage** requirements shall be as they lawfully existed on the date of passing of this By-law”. Staff interpret this to mean that the required regulations have been established based on setbacks, coverage, etc. of existing buildings. On this basis, no additional buildings could be built due to the maximum lot coverage being based on the condition that exists.

Subsection 28.3 provides other types of zone symbols (RD and RD-1). The RD Zone symbol has been applied to several properties in the Town and according to subsection 28.3.1, “some form of residential development is contemplated in the future for the lands within the ‘RD’ zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined”. A review of the Town’s Official Plan reveals that the RD Zone has been applied to undeveloped lands designated Residential. Many of these properties are larger in size providing ‘Greenfield’ type development opportunities in the future. The policies of the Official Plan generally discourage the piecemeal division of these lands by consent since the fragmentation of lands would make it more difficult for future residential development envisioned for these lands. Only existing uses are permitted on lands zoned RD and these on restrictions on further development and/or intensification are intended to ensure that maximum flexibility for future development is maintained until there is a planning process (secondary plan, block plan and/or site specific applications) when there is the opportunity to ensure planned growth can occur in a logical and well thought out manner.

Lands within the RD-1 zone symbol are located within 500 metres of operating or closed landfill sites. Subsection 28.3.2 states that “in accordance with the Environmental Protection Act R.S.O. 1990, agreements shall be entered into specifying any necessary studies and protective measures to the satisfaction of the Town of St. Marys, demonstrating that the development in the form and manner proposed, will not be adversely affected prior to the changing of the ‘RD-1’ symbol”.

There have been a range of concerns expressed regarding the D / RD zones including the inability to build a house on a vacant lot and/or the ability to enlarge existing buildings and/or build new accessory buildings or structures. Staff have identified 5 options for consideration:

Option 1 – Status Quo

- Not recommended

Option 2 – Permit new single detached dwelling on vacant lot

- Not recommended

Option 3 – Permit replacement of existing single detached dwelling

- Recommended but replacement dwellings larger than the original should be restricted

Option 4 – Permit addition onto existing single detached dwelling

- Recommended subject to restrictions

Option 5 – Permit new accessory buildings or structures

- Recommended subject to restrictions

If required, restrictions related to building location, setbacks, coverage, etc. will need to be established by either developing regulations in the D / RD Zone and/or maintaining the approach of using existing established setbacks but requiring a minor variance for any proposed development that goes beyond an existing established footprint.

Recommendation #7

That Council consider modifying the Development (D / RD) Zone to permit the replacement of existing single detached dwellings, additions onto existing single detached dwellings, and new accessory buildings and structures, subject to appropriate regulations.

SUMMARY

It is recommended that the Planning Advisory Committee consider staff's recommendations to advise Council on housekeeping amendments to the Town's Zoning By-law.

ATTACHMENTS

- 1) Recommended Minimum Parking Rates
- 2) Recommended Minimum Bicycle Parking Requirements
- 3) Accessible Parking
- 4) Recommended Minimum Number of Stacking Spaces

REVIEWED BY

Recommended by the Department



Mark Stone

Planner

TABLE 6.3: RECOMMENDED MINIMUM PARKING RATES

Category	Land Use	Rate
Care Facilities	Day Nursery	1 per 40 m ² gross floor area
	Hospital	1 per 4 beds
	Medical Clinic, Veterinary Clinic	5 per practitioner
	Nursing Home	1 per 3 beds
	Group Home	2 per dwelling unit plus 1 per 4 group home residents
	Long Term Care Home/Home for the Aged	1 per 5 beds
	Continuum-of-Care Facility	Non-Assisted Living: 0.5 per dwelling unit (for residents) plus 0.2 per dwelling unit (for visitors and employees) Assisted Living: 0.3 per assisted living unit (for residents), plus 0.2 per assisted living unit (for visitors and employees)
Commercial – Office	Business or Professional Office Support Office	1 per 20 m ² gross floor area
Commercial – Retail	Automobile Repair Establishment/Automobile Service Station/Automobile Sales and Service Establishment	4 plus 1 per repair bay
	Automobile Washing Establishment	1 plus 2 per wash bay, plus 1 per non-drive through car wash bay Automatic Car Wash: 5 per car wash bay, excluding the car wash bay
	Department Store	1 per 20 m ² gross floor area
	Golf Course	8 per hole
	Miniature Golf Course	1.5 per hole
	Personal Service Shop	1 per 20 m ² gross floor area
	Bowling Establishment	3 per bowling lane

Category	Land Use	Rate
	Eating Establishment, Eat-in or Take-out	1 per 10 m ² gross floor area
	Retail Store	1 per 20 m ² gross floor area
	Service Trade	1 per 30 m ² gross floor area
	Supermarket	1 per 20 m ² gross floor area
	Wholesale Establishment	1 per 55 m ² gross floor area
Industrial	Industrial Establishment	3000 m ² or less GFA: 1 per 50 m ² GFA Greater than 3000 m ² GFA: 1 per 50 m ² GFA for the first 3000 m ² and 1 per 100 m ² GFA in excess of 3000 m ² For any office areas, the standards as set out elsewhere in this By-law shall apply.
	Warehouse (including mini-storage)	1 per 150 m ² gross floor area
Overnight Accommodations	Bed and Breakfast Establishment	2 per dwelling unit plus 1 per guest room for rent
	Hotel or Motel	1 space per guest room plus 1 space per 10 m ² GFA devoted to public use such as dining rooms, licensed beverage rooms, banquet rooms and similar uses.
Place of Assembly	Church	The greater of: - 1 per 4 seats (or 3 metres of bench); or - 1 per 10 m ² of gross floor area devoted to public uses where no fixed seating exists
	Conference or Banquet Facility	10 spaces per 100 m ² gross floor area
	Funeral Home	4 plus 1 per 4 persons designed capacity
	Place of Assembly (Assembly Hall, Arena, Theatre)	1 per 5 seats (or 3 metres of bench) of maximum seating capacity; or 1 per 230 m ² of playing field area where no seating exists
	Sports Field	The greater of: - 1 per 5 seats (or 3 metres of bench); or - 1 per 250 m ² of gross field area where no seating exists
Residential	Dwelling, Single-detached Dwelling, Semi-detached	2 per dwelling unit



Category	Land Use	Rate
	Dwelling, Street Townhouse Dwelling, Duplex Dwelling, Triplex	
	Dwelling (Row or Townhouse) Dwelling, Fourplex	Resident: 2 per dwelling unit Visitor: 0.25 per dwelling unit
	Dwelling, Apartment (non Downtown Zone)	Studio: 1 per dwelling unit; One Bedroom: 1 per dwelling unit; Two Bedroom: 1.5 per dwelling unit; Three Bedroom: 1.5 per dwelling unit Visitor: 0.25 per dwelling unit
	Dwelling Apartment (Downtown Zone)	Studio: 1 per dwelling unit; One Bedroom: 1 per dwelling unit; Two Bedroom: 1.5 per dwelling unit; Three Bedroom: 1.5 per dwelling unit Visitor: Not Required
	Dwelling, Accessory Dwelling, Converted	1 per dwelling unit
Schools	School, Elementary	The greater of: - 1.5 per classroom; or - 1 per 3 m ² of assembly area
	School, Secondary or Commercial	The greater of: - 5 per classroom; or - 1 per 3 m ² of assembly area
All Other Non-Residential/Non-Institutional Uses	All Other Non-Residential Uses	1 per 40 m ² gross floor area
All Other Institutional Uses	All Other Institutional Uses	1 per 30 m ² gross floor area

TABLE 6.4: RECOMMENDED MINIMUM BICYCLE PARKING REQUIREMENTS

Land Use	Number of Required Parking Spaces
Apartment Buildings	0.5 space per dwelling unit plus 6 spaces for any development with 20 or more dwelling units
Schools	The greater of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 1 per 20 m² of classroom space, plus 1 per 800 m² of office area
Offices	The lesser of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 4% of required vehicle parking
Commercial Uses (unless otherwise noted), including Restaurants (excluding take-out only)	The greater of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 5% of required vehicle parking
Convenience Store	8 spaces
Cinema, Community Centre, Commercial Sports and Recreation Centre	The greater of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 10% of required vehicle parking
Industrial Use	The lesser of: <ul style="list-style-type: none"> ▶ 4 spaces; or ▶ 4% of required vehicle parking

6.3 Accessible Parking

It is recommended the Town of St. Marys adopt accessible parking standards based on those consistent with the Accessibility for Ontarians with Disabilities Act (AODA) (2005). Regulation 191/11: Integrated Accessibility Standards, Part 5: Design of Public Spaces of outlines the minimum requirements for accessible parking spaces. **Appendix G** contains the AODA accessible parking requirements.

It is also recommended the Town update Section 5.21.1.2 of the Zoning By-law to specify accessible parking spaces are not required for single-detached, semi-detached, duplex, or triplex uses.

Table 6.5 summarizes the minimum number of required accessible parking spaces as outlined in Regulation 191/11.

TABLE 6.5: RECOMMENDED ACCESSIBLE PARKING SPACE REQUIREMENTS

Number of Automobile Parking Spaces	Number of Designated Accessible Parking Spaces
1 – 12	1 Type A
13 – 100 ^a	4% of the total number of automobile spaces
101 – 200 ^a	1 plus 3% of the total number of automobile spaces
201 – 1,001 ^a	2 plus 2% of the total number of automobile spaces
1,000 or greater ^a	11 plus 1% of the total number of automobile spaces

a) If the calculation results in an even number of accessible parking spaces, an equal number of Type A and Type B parking spaces shall be provided. If the calculation results in an odd number of accessible parking spaces, an equal number of Type A and Type B parking spaces shall be provided. The odd-numbered space may be a Type B parking space.

b) Where the calculation of the accessible parking space requirements results in a number that is not a whole number, the number shall be rounded up to the next whole number (e.g., 7.3 spaces would be rounded-up to 8).



- Stacking Lane: a continuous on-site queuing lane that includes stacking spaces for motor vehicles, which is separated from other vehicular traffic and pedestrian circulation by barriers, markings, or signs.
 - Stacking Space: a rectangular space that may be provided in succession and is designed to be used for the temporary queuing of motor vehicles in a stacking lane.
- ▶ Modify Section 3.13 of the Town's Zoning By-law and remove the current requirement for queuing spaces;
 - ▶ Adopt a minimum number of stacking spaces for select land uses as described in **Table 8.3**;
 - ▶ Adopt a requirement for a queuing study for all drive through applications not providing the minimum number of stacking spaces, or where projected traffic volumes are greater than 60 vehicles per hour;
 - ▶ Adopt design guidelines to support the design of drive-through facilities.

TABLE 8.3: RECOMMENDED MINIMUM NUMBER OF STACKING SPACES

Land Use	Minimum Number of Stacking Spaces
Automobile Washing Establishment (automatic)	10
Automobile Washing Establishment (self serve)	2 per washing bay
Bank or Financial Institution	3
Automobile Gas Bar	2 per fueling area
Eating Establishment (Restaurant or Take Out)	13
Retail Store	3

8.3 Recommended Drive Through Zoning By-law Text

It is recommended the Town of St. Marys adopt Stacking Provisions similar to those contained in the respective Zoning By-laws of the Municipality of Meaford, City of Kitchener and the City of London as follows:



- a) Stacking lanes shall not be located within 3 metres of a street line.
- b) Stacking lanes for a drive-through facility shall not be located within a front yard or exterior side yard.
- c) Despite Subsection b), on a corner lot, stacking lanes for a drive through facility may be located in either a front yard, or exterior side yard, but not both.
- d) Entrance ways to stacking lanes shall be separated a minimum travelled distance of 16.5 metres from the closest driveway, measured from the centre point of the closest driveway at the lot line along the route travelled to the last required stacking space in the stacking lane.
- e) Stacking spaces must be wholly contained between the entrance to the stacking lane and the last product pick-up window, fueling area, service window, kiosk, or booth. If there are n cases of multiple service windows, the stacking lane is measured from the stacking lane entrance to the last service window.
- f) A stacking space shall be a minimum of 2.6 metres in width and a minimum of 6.5 metres in length.
- g) A stacking space shall lead both to and from a fueling area, service window, kiosk, or booth in accordance with **Table 8.3**.
- h) Subsections a) through g) shall not apply to existing stacking lanes and existing stacking spaces.



Current Provision with Proposed Amendments	Proposed New Provision
<p><i>Employ the use of tables and consolidate similar zones throughout the Zoning By-law to display zoning information in a more condensed and clear manner.</i></p> <p>Section 3 – DEFINITIONS</p> <ul style="list-style-type: none"> <i>Addition of new definitions, and deletion or amendment of existing definitions as listed in right column</i> <i>Removal of numbering system for all definitions</i> <i>Throughout the By-law, apply bold to all new definitions in Section 3</i> 	<p>3-1-1 Accessory Building or Structure means a building or structure that is normally incidental, subordinate, and exclusively devoted to the principal use, building, or structure, which is separate (detached) from the main building or structure and which is located on the same lot therewith. No accessory building or structure shall be used as a home occupation or for human habitation unless permitted in accordance with Section 5.1.2 or any other applicable sections of this By-law.</p> <p>3-7 Assembly Hall means a building or part thereof, in which facilities are provided for such purposes as meetings for civic, educational, political, religious or social purposes and may include a banquet hall or private club. An Assembly Hall does not include a Conference or Banquet Facility.</p> <p>Assisted Living Unit means a place of residence with one or more habitable rooms containing separate bathroom facilities for private use as a single housekeeping unit and where personal support services may be provided.</p> <p>Attached Duplex means 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.</p> <p>3-13 Automobile Washing Establishment means a building or structure containing facilities used or intended to be used primarily for washing vehicles by the use of mechanical devices or by hand.</p>

Current Provision with Proposed Amendments	Proposed New Provision
	<p>(a) means a building where mechanical equipment is used for washing motor vehicles and the labour is supplied by the patron; and/or</p> <p>(b) means a building containing facilities for washing motor vehicles using an automatic or semi-automatic application of cleaner, brushes, rinse water and drying devices.</p> <p>In either of the above cases, a minimum of 4 spaces shall be made available for the queuing of automobiles.</p> <p>Building Supply Outlet means premises where building supply products such as millwork, cement, siding, roofing, plumbing or electrical supplies, heating, cooling or ventilating construction supplies, fireplaces, windows, paints, wall coverings, and floor coverings are stored for the purpose of wholesale or retail trade.</p> <p>Child Care Centre means premises operated by a person licensed under the Child Care and Early Years Act to operate a child care centre at the premises.</p> <p>Conference or Banquet Facility: means a building or part thereof, used for the gathering of groups of persons for specific functions including the consumption of food and drink, Full kitchen facilities shall be provided on the premises.</p> <p>3.40 Day Nursery means a day nursery in accordance with the Day Nursery Act.</p> <p>Farm Implement Sales and Service Establishment means lands, buildings, or structures used for the purpose of the sale,</p>

Current Provision with Proposed Amendments	Proposed New Provision
	<p>maintenance or repair of farm implements and related equipment, parts and supplies.</p> <p>Feed Mill means a building erected, used or intended for use for the preparation, processing, preserving, grading or storing of agricultural products for eventual consumption by livestock or domestic pets, and may include the retail and wholesale sale of such products.</p> <p>Food Processing Plant means a building in which agricultural products are prepared, processed, preserved, graded or stored for eventual human consumption.</p> <p>3.67 Home for the Aged means a home for the aged as within the meaning of the Homes for the Aged and Rest Homes Act, R.S.O., 1990, as amended from time to time.</p> <p>Landscaping Business and/or Garden Centre means an establishment used primarily for the display and sales of plants, gardening and landscaping supplies and equipment. An outdoor display and sales area is considered a permitted accessory use.</p> <p>Long Term Care Home means a building consisting of assisted living dwelling units, where a broad range of personal care, support and health services are provided for elderly, disabled or chronically ill occupants in a supervised setting licensed pursuant to Provincial legislation, and may include one or more accessory uses, such as common dining, lounging, kitchen, recreational or medical offices.</p> <p>3.69 Hospital means any institution, building or other premises or place established for the purposes of patients and treatment of persons afflicted with or suffering from sickness, disease or injury,</p>

Current Provision with Proposed Amendments	Proposed New Provision
	<p>or for the treatment of convalescent or chronically ill persons that is approved under the Public Hospitals Act as a public hospital.</p> <p>3.70 Hotel means any hotel, tavern, inn, or public house in a building or buildings which is used principally for the purpose of catering to the needs of the public by supplying food and furnishing sleeping accommodation of 4 or more bedrooms, and shall include a hotel within the mean of the Liquor License Act, but does not include a boarding house dwelling or a motel.</p> <p>Machine Shop means a building erected, used, or intended for the servicing or repair of equipment and machinery and/or small engines.</p> <p>Mechanical Penthouse means a room or enclosure on the roof of a building exclusively used for mechanical equipment, a stair or elevator tower, elevator equipment, or any combination thereof.</p> <p>Mini-storage Facility means a building containing individual storage units accessible by the user and used for the storage of goods, wares, merchandise, non-perishable foodstuffs, substances, articles or things but shall not include the storage of fuels, solvents, paints or other inflammable substances.</p> <p>Museum means a building erected, used or intended for use as a repository for historical artifacts, relics or documents which may be periodically placed on display for public viewing.</p> <p>Openings means any window on a building façade which provides clear, unobstructed visibility to goods, exhibits, or the interior spaces of a building through the use of transparent glazing; or any public entrance on a building façade which provides clear access from the outside to the interior spaces of a building, but does not</p>

Current Provision with Proposed Amendments	Proposed New Provision
	<p>include entrances to any stairwell, boiler room, maintenance room, mechanical or electrical or utility room.</p> <p>Postal Outlet means premises for the provision of postal and courier pick-up and drop-off services for letters and small parcels, but does not include a postal or courier distribution or terminal facility.</p> <p>Retirement Home means a building or part thereof designed exclusively to accommodate seniors or other special needs users with central kitchen and dining facilities, common indoor and outdoor amenity areas, consisting of either dwelling units or assisted living units or both.</p> <p>Service Trade means an establishment, other than an automotive use, that provides a non-personal service or craft to the public, including, but not necessarily restricted to, the shop of a printer, a plumber, a painter, a carpenter, an electrician, a welder, a furrier, an upholster, a custom engraver, a monument engraver, a merchandise service shop, a battery storage and recharging shop, a small engine repair shop, a workshop for the physically challenged, a catering establishment, a tool or small equipment rental establishment.</p> <p>Stacking Lane means a continuous on-site queuing lane that includes stacking spaces for motor vehicles, which is separated from other vehicular traffic and pedestrian circulation by barriers, markings, or signs;</p> <p>Stacking Space means a rectangular space that may be provided in succession and is designed to be used for the temporary queuing of motor vehicles in a stacking lane.</p>

Current Provision with Proposed Amendments	Proposed New Provision
	<p>Theatre means premises intended for the production and viewing of the performing arts or the screening and viewing of motion pictures, and consisting of an auditorium with permanently fixed seats intended solely for a viewing audience.</p>
<p>5.1A Accessory Uses</p> <p>5.1.1A Use</p> <p>Where this By-law provides that a lot may be used or a building or structure may be erected, altered, or used for a purpose, that purpose shall include any accessory building or structure or accessory use, but shall not include:</p> <p>(a) any occupation or business for profit conducted within a dwelling unit except as may be specifically permitted by this By-law; and</p> <p>(b) any building or structure used for human habitation except as may be specifically permitted by this By-law.</p> <p>5.1.5A Coverage</p> <p>(a) The total lot coverage of all accessory buildings and structures on a lot shall not exceed 10 per cent of the lot area.</p> <p>(b) Notwithstanding the above paragraph (a), the total lot coverage of all accessory buildings and structures on a lot in any Residential Zone One (R1), Residential Zone Two (R2), Residential Zone Three (R3), or Residential Zone Four (R4) shall not exceed 10 per cent of the lot area or 50 square metres whichever is the lesser.</p>	<p>5.1.1A Use</p> <p>Where this By-law provides that a lot may be used or a building or structure may be erected, altered, or used for a purpose, that purpose shall include any accessory building or structure or accessory use, but shall not include:</p> <p>(a) any occupation or business for profit conducted except as may be specifically permitted by this By-law; and</p> <p>(b) any building or structure used for human habitation except as may be specifically permitted by this By-law.</p> <p>5.1.5A Coverage</p> <p>The total lot coverage of all accessory buildings and structures on a lot shall not exceed 10 per cent of the lot area.</p> <p>The area of a swimming pool that is not enclosed by a building or structure shall not be included in the calculation of lot coverage.</p>



Current Provision with Proposed Amendments	Proposed New Provision
<p>In a R1, R2, R3, or R4 zone with a lot area of 1,050 square metres or more, shall not exceed 5% of the lot area or 115 square metres, whichever is the lesser.</p> <p>For the purpose of Section 5.1.5 (a) and 5.1.5 (b), the area of a swimming pool that is not enclosed by a building or structure shall not be included in the calculation of lot coverage.</p>	
<p>5.11 Home Occupation</p> <p>Where a home occupation is permitted in a zone the following provisions shall apply:</p> <ul style="list-style-type: none"> (a) such home occupation must be clearly secondary to the main use of the dwelling for residential purposes; (b) such home occupation must not change the character of the dwelling as a private residence; (c) such home occupation shall be conducted only by a persons residing permanently in the dwelling; (d) there shall be no external evidence of the home occupation from outside of the dwelling, including window displays, with the exception of a single sign measuring not greater than 0.4 square metres in size. Such sign shall not be internally illuminated and shall be affixed to the facade of the building or ground mounted with a minimum setback of 4.0 metres from any lot line. The maximum height to the top of the sign shall not exceed 1.2 metres; 	<p>5.11 Home Occupation</p> <p>Where a home occupation is permitted in a zone the following provisions shall apply:</p> <ul style="list-style-type: none"> (a) such home occupation must be clearly secondary to the main use of the dwelling for residential purposes; (b) such home occupation must not change the character of the dwelling as a private residence; (c) such home occupation shall be conducted only by a persons residing permanently in the dwelling; (d) there shall be no external evidence of the home occupation from outside of the dwelling, including window displays, with the exception of a single sign measuring not greater than 0.4 square metres in size. Such sign shall not be internally illuminated and shall be affixed to the facade of the building or ground mounted with a minimum setback of 4.0 metres from any lot line. The maximum height to the top of the sign shall not exceed 1.2 metres;

Current Provision with Proposed Amendments	Proposed New Provision
(e) there shall be no external display or storage of goods, materials, wares or merchandise on the lot on which the dwelling containing the home occupation is located;	(e) there shall be no external display or storage of goods, materials, wares or merchandise on the lot on which the dwelling containing the home occupation is located;
(f) no external alteration of the dwelling shall be permitted so as to accommodate a home occupation , such as the inclusion of any specialized structure , ramps, or oversize doorways which will tend to change the character of the dwelling as a private residence;	(f) no external alteration of the dwelling shall be permitted so as to accommodate a home occupation , such as the inclusion of any specialized structure , ramps, or oversize doorways which will tend to change the character of the dwelling as a private residence;
(g) such home occupation shall not create nor become a nuisance or hazard to neighbours by reason of noise, vibration, dust, smoke, fumes, odour, heat, debris, refuse, fire, lighting interference, hours of operation, traffic, or parking;	(g) such home occupation shall not create nor become a nuisance or hazard to neighbours by reason of noise, vibration, dust, smoke, fumes, odour, heat, debris, refuse, fire, lighting interference, hours of operation, traffic, or parking;
(h) no mechanical or other equipment shall be used in conjunction with a home occupation except that which is customarily used in dwelling s for domestic or household purposes;	(h) no mechanical or other equipment shall be used in conjunction with a home occupation except that which is customarily used in dwelling s for domestic or household purposes;
(i) not more than one two home occupations is are permitted in a dwelling unit and the maximum gross floor area dedicated to all no home occupations shall occupy more than not exceed 25 50.0 square metres of floor area or 25 per cent of the gross floor area of the dwelling unit (excluding an attached garage), whichever is lesser. The area of the dwelling unit not being used for home occupation must comply with the applicable gross floor area requirements of this By-law;	(i) not more than one two home occupations is are permitted in a dwelling unit and the maximum gross floor area dedicated to all no home occupations shall occupy more than not exceed 25 50.0 square metres of floor area or 25 per cent of the gross floor area of the dwelling unit (excluding an attached garage), whichever is lesser. The area of the dwelling unit not being used for home occupation must comply with the applicable gross floor area requirements of this By-law;

Current Provision with Proposed Amendments	Proposed New Provision
<p>(j) a home occupation shall be carried on only in the dwelling unit of a single-detached dwelling or in the dwelling unit of a semi-detached dwelling. No home occupation shall be carried on in an accessory building or structure or in an attached garage unless part of the garage is converted to form part of the dwelling unit and can no longer be used as an attached garage;</p> <p>(k) such home occupation shall meet all of the applicable requirements of this By-law, including parking requirements;</p> <p>(l) for greater clarity, a home occupation shall include but not be limited to an office or consulting room for a professional person or agent; an office for a trade such as a builder, a plumber, an electrician; an office for a charitable organization; a workshop for a dressmaker or a tailor; a hairdresser/barber; a dog groomer; a studio for a teacher of music, art, or academic subjects, a photographer or a commercial artist; and any other use of a similar nature which satisfies all of the criteria of this Section of the By-law; but shall not include a kenel, a boarding house, a medical clinic, a retail store, or any workshop, or plant for any trade.</p>	<p>(j) a home occupation shall be carried on only in the dwelling unit of a single-detached dwelling or in the dwelling unit of a semi-detached dwelling. No home occupation shall be carried on in an accessory building or structure or in an attached garage unless part of the garage is converted to form part of the dwelling unit and can no longer be used as an attached garage;</p> <p>(k) such home occupation shall meet all of the applicable requirements of this By-law, including parking requirements;</p> <p>(l) for greater clarity, a home occupation shall include but not be limited to an office or consulting room for a professional person or agent; an office for a trade such as a builder, a plumber, an electrician; an office for a charitable organization; a workshop for a dressmaker or a tailor; a hairdresser/barber; a dog groomer; a studio for a teacher of music, art, or academic subjects, a photographer or a commercial artist; and any other use of a similar nature which satisfies all of the criteria of this Section of the By-law; but shall not include a kenel, a boarding house, a medical clinic, a retail store, or any workshop, or plant for any trade.</p>
<p>5.21 Parking Area and Space Requirements</p>	
<p>5.21.1 Number of Parking Spaces</p> <ul style="list-style-type: none"> Refer to proposed amendments to Section 5.21.1 Number of Parking Spaces in Appendix 1 of this Summary 	

Current Provision with Proposed Amendments	Proposed New Provision
<p>5.21.6 Parking Area Surface</p> <p>5.21.6.3 Industrial Zones</p> <p>Each parking area and driveway connecting the parking area with the street line shall be maintained with concrete, asphalt or other hard surface, and bounded with a barrier curb provided however, crushed stone, crushed brick or tile, paving stones, or cinders having a Portland cement binder may be provided for the parking area and driveways which are located to the rear of the front or exterior side yard building line. No curbing shall be required for parking and driveway areas located to the rear of the front or exterior side yard building line.</p>	<p>5.21.6 Parking Area Surface</p> <p>5.21.6.3 Industrial Zones</p> <p>Each parking area and driveway connecting the parking area with the street line shall be maintained with concrete, asphalt or other hard surface, provided however, crushed stone, crushed brick or tile, paving stones, or cinders having a Portland cement binder may be provided for the parking area and driveways which are located to the rear of the front or exterior side yard building line.</p>
<ul style="list-style-type: none"> <i>Addition of new subsection 5.21.14:</i> <p>5.21.14 Stacking Lane Requirements for Drive-Through Facilities</p> <p>(a) Stacking lanes shall not be located within 3 metres of a street line.</p> <p>(b) Stacking lanes for a drive-through facility shall not be located within a front yard or exterior side yard.</p> <p>(c) Despite Subsection b), on a corner lot, stacking lanes for a drive through facility may be located in either a front yard or exterior side yard, but not both.</p> <p>(d) Entrance ways to stacking lanes shall be separated a minimum travelled distance of 16.5 metres from the closest driveway, measured from the centre point of the closest driveway at the lot line along the route travelled to the last required stacking space in the stacking lane.</p>	<p>5.21.14 Stacking Lane Requirements for Drive-Through Facilities</p> <p>(a) Stacking lanes shall not be located within 3 metres of a street line.</p> <p>(b) Stacking lanes for a drive-through facility shall not be located within a front yard or exterior side yard.</p> <p>(c) Despite Subsection b), on a corner lot, stacking lanes for a drive through facility may be located in either a front yard or exterior side yard, but not both.</p> <p>(d) Entrance ways to stacking lanes shall be separated a minimum travelled distance of 16.5 metres from the closest driveway, measured from the centre point of the closest driveway at the lot line along the route travelled to the last required stacking space in the stacking lane.</p>

Current Provision with Proposed Amendments	Proposed New Provision																												
<p>(e) Stacking spaces must be wholly contained between the entrance to the stacking lane and the last product pick-up window. fueling area, service window, kiosk, or booth. If there are no cases of multiple service windows, the stacking lane is measured from the stacking lane entrance to the last service window.</p> <p>(f) A stacking space shall be a minimum of 2.6 metres in width and a minimum of 6.5 metres in length.</p> <p>(g) A stacking space shall lead both to and from a fueling area, service window, kiosk, or booth in accordance with the following table setting out the minimum number of stacking spaces required for the uses set forth:</p> <table data-bbox="805 1083 1252 1906"> <tr> <th>Land Use</th><th>Minimum Number of Stacking Spaces</th></tr> <tr> <td>Automobile Washing Establishment (automatic)</td><td>10</td></tr> <tr> <td>Automobile Washing Establishment (self serve)</td><td>2 per washing bay</td></tr> <tr> <td>Bank or Financial Institution</td><td>3</td></tr> <tr> <td>Automobile Gas Bar</td><td>2 per fueling area</td></tr> <tr> <td>Eating Establishment (Restaurant or Take Out)</td><td>13</td></tr> <tr> <td>Retail Store</td><td>3</td></tr> </table>	Land Use	Minimum Number of Stacking Spaces	Automobile Washing Establishment (automatic)	10	Automobile Washing Establishment (self serve)	2 per washing bay	Bank or Financial Institution	3	Automobile Gas Bar	2 per fueling area	Eating Establishment (Restaurant or Take Out)	13	Retail Store	3	<p>(e) Stacking spaces must be wholly contained between the entrance to the stacking lane and the last product pick-up window. fueling area, service window, kiosk, or booth. If there are no cases of multiple service windows, the stacking lane is measured from the stacking lane entrance to the last service window.</p> <p>(f) A stacking space shall be a minimum of 2.6 metres in width and a minimum of 6.5 metres in length.</p> <p>(g) A stacking space shall lead both to and from a fueling area, service window, kiosk, or booth in accordance with the following table setting out the minimum number of stacking spaces required for the uses set forth:</p> <table data-bbox="805 134 1263 982"> <tr> <th>Land Use</th><th>Minimum Number of Stacking Spaces</th></tr> <tr> <td>Automobile Washing Establishment (automatic)</td><td>10</td></tr> <tr> <td>Automobile Washing Establishment (self serve)</td><td>2 per washing bay</td></tr> <tr> <td>Bank or Financial Institution</td><td>3</td></tr> <tr> <td>Automobile Gas Bar</td><td>2 per fueling area</td></tr> <tr> <td>Eating Establishment (Restaurant or Take Out)</td><td>13</td></tr> <tr> <td>Retail Store</td><td>3</td></tr> </table>	Land Use	Minimum Number of Stacking Spaces	Automobile Washing Establishment (automatic)	10	Automobile Washing Establishment (self serve)	2 per washing bay	Bank or Financial Institution	3	Automobile Gas Bar	2 per fueling area	Eating Establishment (Restaurant or Take Out)	13	Retail Store	3
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Current Provision with Proposed Amendments	Proposed New Provision
(h) Subsections a) through g) shall not apply to existing stacking lanes and existing stacking spaces .	(h) Subsections a) through g) shall not apply to existing stacking lanes and existing stacking spaces .
5.32 Swimming Pools	5.32 Swimming Pools
A swimming pool is permitted as an accessory use in any zone provided that the following provisions are met:	A swimming pool is permitted as an accessory use in any zone provided that the following provisions are met:
5.32.1 Location	5.32.1 Location
The swimming pool is located as follows:	The swimming pool is located as follows:
(a) in the interior side yard or exterior side yard of a lot , where no part of the swimming pool is located closer to any lot line or street line than the minimum yard distance required by this By-law for the main building on the lot ;	(a) in the interior side yard or exterior side yard of a lot , where no part of the swimming pool is located closer to any lot line or street line than the minimum yard distance required by this By-law for the main building on the lot ;
(b) in the rear yard of a lot , where no part of the swimming pool is located closer than 1.0 metre to any rear lot line .	(b) in the rear yard of a lot , where no part of the swimming pool is located closer than 1.0 metre to any rear lot line .
SECTION 8 - RESIDENTIAL ZONE ONE (R1)	SECTION 8 - RESIDENTIAL ZONE ONE (R1)
8.2 Requirements for a single-detached dwelling on one lot.	8.2 Requirements for a single-detached dwelling on one lot.
8.2.9 Lot Coverage, Maximum 35.0 40.0 per cent	8.2.9 Lot Coverage, Maximum 40.0 per cent
8.2.11 Landscaped Open Space, Minimum 30.0 25.0 per cent	8.2.11 Landscaped Open Space, Minimum 25.0 per cent
SECTION 9 - RESIDENTIAL ZONE TWO (R2)	SECTION 9 - RESIDENTIAL ZONE TWO (R2)
9.2 Requirements for a single-detached dwelling on one lot.	9.2 Requirements for a single-detached dwelling on one lot.
9.2.7 Rear Yard, Minimum 7.5 7.0 metres	9.2.7 Rear Yard, Minimum 7.0 metres
9.2.9 Lot Coverage, Maximum 35.0 40.0 per cent	9.2.9 Rear Yard, Minimum 7.0 metres

Current Provision with Proposed Amendments		Proposed New Provision	
9.2.11	Landscaped Open Space, Minimum 30.0 25.0 per cent	9.2.9	Lot Coverage, Maximum 40.0 per cent
		9.2.11	Landscaped Open Space, Minimum 25.0 per cent
<u>SECTION 10 - RESIDENTIAL ZONE THREE (R3)</u>		<u>SECTION 10 - RESIDENTIAL ZONE THREE (R3)</u>	
10.2	<u>Requirements for a single-detached dwelling on one lot.</u>	10.2	<u>Requirements for a single-detached dwelling on one lot.</u>
10.2.7	Rear Yard, Minimum 7.5 6.0 metres	10.2.7	Rear Yard, Minimum 6.0 metres
10.2.9	Lot Coverage, Maximum 35.0 45.0 per cent	10.2.9	Lot Coverage, Maximum 45.0 per cent
10.2.12	Landscaped Open Space, Minimum 30.0 25.0 per cent	10.2.12	Landscaped Open Space, Minimum 25.0 per cent
10.3	<u>Requirements for Semi-Detached Dwellings on One Lot and Duplex Dwellings On One Lot</u>	10.3	<u>Requirements for Semi-Detached Dwellings on One Lot and Duplex Dwellings On One Lot</u>
10.3.7	Rear Yard, Minimum 7.5 6.0 metres	10.3.7	Rear Yard, Minimum 6.0 metres
10.3.9	Lot Coverage, Maximum 40.0 45.0 per cent	10.3.9	Lot Coverage, Maximum 45.0 per cent
10.3.12	Landscaped Open Space, Minimum 30.0 25.0 per cent	10.3.12	Landscaped Open Space, Minimum 25.0 per cent
10.4	<u>Requirements for One Dwelling Unit of a Semi-Detached Dwelling on One Lot</u>	10.4	<u>Requirements for One Dwelling Unit of a Semi-Detached Dwelling on One Lot</u>
10.4.7	Rear Yard, Minimum 7.5 6.0 metres	10.4.7	Rear Yard, Minimum 6.0 metres
10.4.9	Lot Coverage, Maximum 40.0 45.0 per cent	10.4.9	Lot Coverage, Maximum 45.0 per cent
10.4.12	Landscaped Open Space, Minimum 30.0 25.0 per cent	10.4.12	Landscaped Open Space, Minimum 25.0 per cent

Current Provision with Proposed Amendments		Proposed New Provision
<u>SECTION 11 - RESIDENTIAL ZONE FOUR (R4)</u>		<u>SECTION 11 - RESIDENTIAL ZONE FOUR (R4)</u>
11.2	<u>Requirements for a single-detached dwelling on one lot.</u>	11.2 <u>Requirements for a single-detached dwelling on one lot.</u>
11.2.7	Rear Yard, Minimum 7.5 6.0 metres	11.2.7 Rear Yard, Minimum 6.0 metres
11.2.9	Lot Coverage, Maximum 40.0 45.0 per cent	11.2.9 Lot Coverage, Maximum 45.0 per cent
11.2.12	Landscaped Open Space, Minimum 30.0 25.0 per cent	11.2.12 Landscaped Open Space, Minimum 25.0 per cent
11.3	<u>Requirements for Semi-Detached Dwellings on One Lot and Duplex Dwellings On One Lot</u>	11.3 <u>Requirements for Semi-Detached Dwellings on One Lot and Duplex Dwellings On One Lot</u>
11.3.7	Rear Yard, Minimum 7.5 6.0 metres	11.3.7 Rear Yard, Minimum 6.0 metres
11.3.9	Lot Coverage, Maximum 40.0 45.0 per cent	11.3.9 Lot Coverage, Maximum 45.0 per cent
11.3.12	Landscaped Open Space, Minimum 30.0 25.0 per cent	11.3.12 Landscaped Open Space, Minimum 25.0 per cent
11.4	<u>Requirements for One Dwelling Unit of a Semi-Detached Dwelling on One Lot</u>	11.4 <u>Requirements for One Dwelling Unit of a Semi-Detached Dwelling on One Lot</u>
11.4.7	Rear Yard, Minimum 7.5 6.0 metres	11.4.7 Rear Yard, Minimum 6.0 metres
11.4.9	Lot Coverage, Maximum 40.0 45.0 per cent	11.4.9 Lot Coverage, Maximum 45.0 per cent
11.4.12	Landscaped Open Space, Minimum 30.0 25.0 per cent	11.4.12 Landscaped Open Space, Minimum 25.0 per cent
<u>SECTION 12 - RESIDENTIAL ZONE FIVE (R5)</u>		<u>SECTION 12 - RESIDENTIAL ZONE FIVE (R5)</u>
12.2	<u>Requirements for Apartment Dwellings</u>	12.2 <u>Requirements for Apartment Dwellings</u>
12.2.4	Front Yard, Minimum 7.5 6.0 metres	12.2.4 Front Yard, Minimum 6.0 metres

Current Provision with Proposed Amendments		Proposed New Provision	
12.2.6	Exterior Side Yard, Minimum 7.5 6.0 metres	12.2.6	Exterior Side Yard, Minimum 6.0 metres
12.2.12	Landscaped Open Space, Minimum 35.0 30.0 per cent	12.2.12	Landscaped Open Space, Minimum 30.0 per cent
12.4	<u>Requirements for Row or Townhouse Dwellings</u>	12.4	<u>Requirements for Row or Townhouse Dwellings</u>
12.4.8	Rear Yard, Minimum 7.5 6.0 metres	12.4.8	Rear Yard, Minimum 6.0 metres
12.4.10	Lot Coverage, Maximum 35.0 40.0 per cent	12.4.10	Lot Coverage, Maximum 40.0 per cent
12.4.12	Landscaped Open Space, Minimum 35.0 25.0 per cent	12.4.12	Landscaped Open Space, Minimum 25.0 per cent
12.5	<u>Requirements for One Dwelling of a Row or Townhouse Dwelling on One Lot</u>	12.5	<u>Requirements for One Dwelling of a Row or Townhouse Dwelling on One Lot</u>
12.5.7	Rear Yard, Minimum 7.5 6.0 metres	12.5.7	Rear Yard, Minimum 6.0 metres
12.5.9	Lot Coverage, Maximum 40.0 50.0 per cent	12.5.9	Lot Coverage, Maximum 50.0 per cent
12.5.11	Landscaped Open Space, Minimum 30.0 25.0 per cent	12.5.11	Landscaped Open Space, Minimum 25.0 per cent
<u>SECTION 15 - CENTRAL COMMERCIAL ZONE ONE (C1)</u>		<u>SECTION 15 - CENTRAL COMMERCIAL ZONE ONE (C1)</u>	
15.2.11	Parking Requirements	15.2.11	Parking Requirements
No parking spaces are required for uses permitted in Section 15.1.1 or existing uses permitted in 15.1.3(a). The provisions of Section 5.21 shall apply to those uses permitted in Section 15.1.3.		No parking spaces are required for uses permitted in Section 15.1.1 or existing uses permitted in 15.1.3(a). The provisions of Section 5.21 shall apply to those uses permitted in Section 15.1.3.	

Current Provision with Proposed Amendments		Proposed New Provision
<u>SECTION 16 – LIMITED COMMERCIAL ZONE (C2)</u>		<u>SECTION 16 – LIMITED COMMERCIAL ZONE (C2)</u>
16.2	<u>Requirements for Permitted Commercial/Business Uses</u>	<u>Requirements for Permitted Commercial/Business Uses</u>
16.2.10	Lot Coverage, Maximum 40.0 50.0 per cent	16.2.10 Lot Coverage, Maximum 50.0 per cent
<u>SECTION 17 – HIGHWAY COMMERCIAL ZONE (C3)</u>		<u>SECTION 17 – HIGHWAY COMMERCIAL ZONE (C3)</u>
17.2	<u>Requirements for Permitted Uses, Buildings and Structures found in Section 17.1</u>	<u>Requirements for Permitted Uses, Buildings and Structures found in Section 17.1</u>
17.2D	Front Yard, Minimum – for uses, buildings and structures in Section: 17.1.1 45.0 10.0 m 17.1.2 10.0 m 17.1.3 45.0 10.0 m	17.2D Front Yard, Minimum – for uses, buildings and structures in Section: 17.1.1 10.0 m 17.1.2 10.0 m 17.1.3 10.0 m
17.2I	Lot Coverage, Maximum – for uses, buildings and structures in Section: 17.1.1 35 40 % 17.1.2 35 40 % 17.1.3 35 40 %	17.2I Lot Coverage, Maximum – for uses, buildings and structures in Section: 17.1.1 40% 17.1.2 40% 17.1.3 40%
<u>SECTION 28 - DEVELOPMENT ZONE (D)</u>		<u>SECTION 28 - DEVELOPMENT ZONE (D)</u>
No person shall within any D zone use any land or erect, alter, or use any building or structure for any purpose except in accordance with the following provisions:		No person shall within any D zone use any land or erect, alter, or use any building or structure for any purpose except in accordance with the following provisions:
28.1	<u>Permitted Uses, Buildings, and Structures</u>	<u>Permitted Uses, Buildings, and Structures</u>
(a)	uses, buildings, and structures lawfully existing on the date of passing of this By-law and additions	(a) uses, buildings, and structures lawfully existing on the date of passing of this By-law and additions to

Current Provision with Proposed Amendments	Proposed New Provision																								
<p>therefo to existing residential dwellings in accordance with Section 28.2.</p> <p>(b) agricultural uses, excluding buildings and structures.</p> <p>(c) accessory uses, buildings, and structures lawfully existing on the date of passing of this By-law in accordance with Section 5.1A of this By-law.</p>	<p>existing residential dwellings in accordance with Section 28.2.</p> <p>(b) agricultural uses, excluding buildings and structures.</p> <p>(c) accessory uses, buildings, and structures in accordance with Section 5.1A of this By-law.</p>																								
<p>28.2 Site and Building Requirements</p> <p>The minimum lot area, and lot frontage, front yard, interior side yard, exterior side yard, rear yard, and the maximum building height and lot coverage requirements shall be as they lawfully existed on the date of passing of this By-law.</p> <p>The replacement of part or all of an existing single-detached dwelling is permitted provided the replacement occurs in the same location as existed on the lot. An addition onto an existing or replacement single-detached dwelling is permitted provided the addition is no greater than 50 percent of the gross floor area of the dwelling that lawfully existed on the date of the passing of this By-law and complies with the following requirements:</p> <table border="0"> <tr> <td>Front Yard, Minimum</td><td>15 metres</td></tr> <tr> <td>Interior Side Yard, Minimum</td><td>10 metres</td></tr> <tr> <td>Exterior Side Yard, Minimum</td><td>10 metres</td></tr> <tr> <td>Rear Yard, Minimum</td><td>10 metres</td></tr> <tr> <td>Building Height, Maximum</td><td>11 metres</td></tr> <tr> <td>Lot Coverage, Maximum</td><td>Equal to 150 percent of the lot coverage as</td></tr> </table>	Front Yard , Minimum	15 metres	Interior Side Yard , Minimum	10 metres	Exterior Side Yard , Minimum	10 metres	Rear Yard , Minimum	10 metres	Building Height , Maximum	11 metres	Lot Coverage , Maximum	Equal to 150 percent of the lot coverage as	<p>28.2 Site and Building Requirements</p> <p>The minimum lot area and lot frontage requirements shall be as they lawfully existed on the date of passing of this By-law.</p> <p>The replacement of part or all of an existing single-detached dwelling is permitted provided the replacement occurs in the same location as existed on the lot. An addition onto an existing or replacement single-detached dwelling is permitted provided the addition is no greater than 50 percent of the gross floor area of the dwelling that lawfully existed on the date of the passing of this By-law and complies with the following requirements:</p> <table border="0"> <tr> <td>Front Yard, Minimum</td><td>15 metres</td></tr> <tr> <td>Interior Side Yard, Minimum</td><td>10 metres</td></tr> <tr> <td>Exterior Side Yard, Minimum</td><td>10 metres</td></tr> <tr> <td>Rear Yard, Minimum</td><td>10 metres</td></tr> <tr> <td>Building Height, Maximum</td><td>11 metres</td></tr> <tr> <td>Lot Coverage, Maximum</td><td>Equal to 150 percent of the lot coverage as</td></tr> </table>	Front Yard , Minimum	15 metres	Interior Side Yard , Minimum	10 metres	Exterior Side Yard , Minimum	10 metres	Rear Yard , Minimum	10 metres	Building Height , Maximum	11 metres	Lot Coverage , Maximum	Equal to 150 percent of the lot coverage as
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Current Provision with Proposed Amendments		Proposed New Provision
<p>Lot Coverage, Maximum</p> <p>Equal to 150 percent of the lot coverage as lawfully existed on the date of passing of this By-law.</p>		lawfully existed on the date of passing of this By-law.
<p>28.3 Use of Symbols</p> <p>28.3.1 RD</p> <p>The "RD" zone symbol indicates that some form of residential development is contemplated in the future for the lands within the "RD" zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined.</p> <p>Permitted Interim Uses: Existing Uses, buildings and structures in accordance with Sections 28.1 and 28.2.</p> <p>28.3.2 RD-1</p> <p>The "RD-1" zone symbol indicates that some form of residential development is contemplated in the future for the lands within the "RD-1" zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined.</p> <p>Lands within the "RD-1" are situated within 500 metres of operating or closed</p>		<p>28.3 Use of Symbols</p> <p>28.3.1 RD</p> <p>The "RD" zone symbol indicates that some form of residential development is contemplated in the future for the lands within the "RD" zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined.</p> <p>Permitted Interim Uses: Uses, buildings and structures in accordance with Sections 28.1 and 28.2.</p> <p>28.3.2 RD-1</p> <p>The "RD-1" zone symbol indicates that some form of residential development is contemplated in the future for the lands within the "RD-1" zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined.</p>

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<p>landfill sites. In accordance with the Environmental Protection Act R.S.O. 1990, agreements shall be entered into specifying any necessary studies and protective measures to the satisfaction of the Town of St. Marys, demonstrating that the development in the form and manner proposed, will not be adversely affected prior to the changing of the "RD-1" symbol.</p> <p><u>Permitted Interim Uses:</u> Existing Uses.</p>	<p>Lands within the "RD-1" are situated within 500 metres of operating or closed landfill sites. In accordance with the Environmental Protection Act R.S.O. 1990, agreements shall be entered into specifying any necessary studies and protective measures to the satisfaction of the Town of St. Marys, demonstrating that the development in the form and manner proposed, will not be adversely affected prior to the changing of the "RD-1" symbol.</p> <p><u>Permitted Interim Uses:</u> Existing Uses.</p>
<p><i>Amend the By-law Schedule Maps to remove the 'Heritage Classified' zoning layer.</i></p>	

APPENDIX 1 – Proposed Amendments to Section 5.21.1 Number of Parking Spaces

5.21.1 Number of Parking Spaces

5.21.1.1 Parking Requirements

The minimum number of **parking spaces** required for the **uses** and purposes hereinafter set forth shall be as follows:

	Type of Use	Number of Spaces
A	Single-detached, Semi-detached, Street townhouse, Duplex, and Triplex dwellings Converted	2 per dwelling unit
B	Fourplex, Row or Townhouse, and Triplex dwellings	2 plus 0.25 visitor 4.5 per dwelling unit
C	Apartment dwelling and other multiple unit dwellings	1.25 per dwelling unit
		Outside of Downtown Studio: 1 per dwelling unit; One Bedroom: 1 per dwelling unit; Two Bedroom: 1.5 per dwelling unit; Three Bedroom: 1.5 per dwelling unit Plus Visitor: 0.25 per dwelling unit Downtown Studio: 1 per dwelling unit; One Bedroom: 1 per dwelling unit;

Proposed Amendments shown as **Strikeouts** and **Additions**
Descriptions of Proposed General Changes to By-law provided in *Italics*



	Type of Use	Number of Spaces
		Two Bedroom: 1.5 per dwelling unit; Three Bedroom: 1.5 per dwelling unit Plus Visitor: Not Required
D	Accessory dwellings Accessory apartment	1 per dwelling unit
E	Bed and breakfast establishment	2 per dwelling unit plus 1 per guest room for rent
F	Group home dwellings	2 per dwelling unit plus 1 per 4 group home residents
G	Long term care home Home for the aged	1 per 6 beds plus 1 per 3 employees on the largest shift
H	Nursing home dwellings	1 per 4 3 beds plus 1 per 3 employees on the largest shift
H1	Retirement home	Non-Assisted Living: 0.5 per dwelling unit (for residents) plus 0.2 per dwelling unit (for visitors and employees) Assisted Living: 0.3 per assisted living unit (for residents), plus 0.2 per assisted living unit (for visitors and employees)
I	Assembly Hall, Community Centre, Arena, Theatre	1 per 5 seats or 3 metres of bench space of maximum seating capacity, or 1 per 230 square metres of playing field area where no seating exists
I1	Conference or banquet facility, eating establishment, eating establishment-take out	1 per 10 square metres of gross floor area

Proposed Amendments shown as **Strikeouts** and **Additions**
Descriptions of Proposed General Changes to By-law provided in *Italics*

	Type of Use	Number of Spaces
J	Automobile repair establishment, automobile service station, automobile sales and service establishment	4 plus 1 per repair bay plus 1 per 2 employees
J1	Automobile washing establishment	1 plus 2 per wash bay, plus 1 per non-drive through car wash bay Automatic Car Wash: 5 per car wash bay, excluding the car wash bay
K	Bowling establishment	3 per bowling lane
L	Business or Professional Office , department store , personal service shop , retail store, supermarket	1 per 20 square metres of gross floor area
M	Clinic, Animal Clinic, Medical	5 per practitioner
N	Church	1 per 4 persons of maximum designed capacity of the sanctuary The greater of: <ul style="list-style-type: none"> • 1 per 4 seats (or 3 metres of bench); or • 1 per 10 m² of gross floor area devoted to public uses where no fixed seating exists
O	Day Nursery	1 per 40 square metres of gross floor area
P	Eating establishment , restaurant, tavern	1 per 4 persons of maximum designed capacity

	Type of Use	Number of Spaces
Q	Eating establishment, take-out	6 plus 1 per 4 persons of maximum designed capacity
R	Hospital	1 per 4 beds plus 1 per 3 employees
S	Hotel or Motel	1 per every 2 employees plus 1 per guest room plus 1 space per 10 m ² GFA devoted to public use such as dining rooms, licensed beverage rooms, banquet rooms and similar uses.
T	Industrial establishment Largest shift, including office staff	1.25 per employee Gross floor area of 3000 square metres or less: <ul style="list-style-type: none"> 1 per 50 square metres of gross floor area Gross floor area greater than 3000 square metres: <ul style="list-style-type: none"> 1 per 50 square metres of gross floor area for the first 3000 square metres; and, 1 per 100 square metres of gross floor area in excess of the first 3000 square metres. For any office areas, the standards as set out elsewhere in this By-law shall apply.
T1	Warehouse including mini-storage	1 per 150 square metres of gross floor area
U	Retail store, department store, personal service shop Service trade	1 per 30 square metres of retail and/or customer service gross floor area
V	School, Elementary	the greater of 1.5 per classroom or 1 per 3 square metres of auditorium assembly area

Proposed Amendments shown as **Strikeouts** and **Additions**
Descriptions of Proposed General Changes to By-law provided in *Italics*

	Type of Use	Number of Spaces
W	School, Secondary	the greater of 5 per classroom or 1 per 3 square metres of auditorium assembly area
X	Sports Field	the greater of: (i) 1 per 5 seats or 3 metres of bench space of maximum permanent seating capacity, or (ii) 1 per 250 m ² of gross field area where no seating exists
Y	Supermarket , grocery store	1 per 10 square metres of retail floor area
Z	Wholesale establishment	1 per 55 square metres of retail floor area
AA	Uses permitted by this by-law other than those referred to above	1 per 40 square metres of gross floor area

In addition to the minimum number of required parking spaces set forth above, electric vehicle charging station rough-ins shall be provided for a minimum of 5 percent of all required parking spaces. This requirement does not apply to the uses in A, B, D, E, F, G, H, H1 and X above.

5.21.1.2 Accessible Requirements

Accessible **parking spaces** for **persons** with disabilities required by this By-law shall have a minimum width of 4.25 metres and a minimum length of 5.5 metres not including area used for access, maneuvering, **driveway**, or similar purpose. If there are two or more accessible **parking spaces** located beside each other in the same parking aisle, they may share the 2.0 metre aisle, resulting in a reduction in the size of every other such **parking space** (i.e. every second accessible **parking space**). Accessible parking spaces are not required for single detached, semi-detached, duplex or triplex dwellings.

Accessible **parking spaces** shall be:

- (a) hard surfaced and a maximum running slope of 1.5 percent and a maximum crossing slope of 1 percent;
- (b) located near an accessible **building** entrance; and
- (c) identified for **use** by **persons** with disabilities by a sign, which is clearly posted and visible at all times, containing the International Symbol of Accessibility for Disabled Persons. Such **sign** shall be posted in a visible location other than on the parking surface.

The provisions for the number of accessible **parking spaces** are outlined in the following table.

Number of Automobile Parking Spaces	Number of Designated Accessible Parking Spaces
1-12 25	1
13-100 26-50	2 4% of the total number of automobile spaces
101-200 51-100	3 1 plus 3% of the total number of automobile spaces
201-1,000 101-150	4 2 plus 2% of the total number of automobile spaces
1,001 or greater 151-200	6 11 plus 1% of the total number of automobile spaces
201 or greater	6 plus 2% of the total number of spaces over 201.

Where the application of the **parking space** requirements results in a number that is not a whole number, the number shall be rounded-up to the next whole number (e.g. 7.3 spaces would be rounded-up to 8).

5.21.1.3 Bicycle Parking Requirements

The minimum number of bicycle parking spaces required for the **uses** and purposes hereinafter set forth shall be as follows:

Land Use	Number of Required Parking Spaces
Apartment Buildings	0.5 space per dwelling unit plus 6 spaces for any development with 20 or more dwelling units
Schools	<p>The greater of:</p> <ul style="list-style-type: none"> 8 spaces; or 1 per 20 m² of classroom space, plus 1 per 800 m² of office area
Offices	<p>The lesser of:</p> <ul style="list-style-type: none"> 8 spaces; or 4% of required vehicle parking
Commercial Uses (unless otherwise noted), including Restaurants (excluding take-out only)	<p>The greater of:</p> <ul style="list-style-type: none"> 8 spaces; or 5% of required vehicle parking
Convenience Store	8 spaces
Cinema, Community Centre, Commercial Sports and Recreation Centre	<p>The greater of:</p> <ul style="list-style-type: none"> 8 spaces; or 10% of required vehicle parking
Industrial Use	<p>The lesser of:</p> <ul style="list-style-type: none"> 4 spaces; or 4% of required vehicle parking



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jenny Mikita, Senior Services Manager
Date of Meeting:	28 June 2022
Subject:	DCS 31 –2022 Huron Perth and Area Ontario Health Team Partnership Agreement

PURPOSE

To provide Council with information on Huron Perth and Area Ontario Health Team collaboration and present options to Council on how the Town of St. Marys should proceed as a partner with the Huron Perth and Area Ontario Health Team.

RECOMMENDATION

THAT DCS 31-2022 Huron Perth and Area Ontario Health Team Partnership Agreement report be received; and

THAT Council approves partnership Option #1, to have the Town of St. Marys become a Formal Partner with the Huron Perth and Area Ontario Health Team; and,

THAT Councillor _____ be appointed to represent the Town of St. Marys on the Huron Perth and Area Ontario Health Team Board-to-Board Reference Group as required: and,

THAT Council consider By-law 72- 2022, authorizing the Mayor and the Clerk to sign Schedule B OHT Member Enrollment Form of the Huron Perth and Area Ontario Health Team Collaboration Agreement; and

THAT Council consider By-law 73-2022, amending By-law 95-2018, to appoint a member of Council to the Huron Perth and Area Ontario Health Team.

BACKGROUND

What is an Ontario Health Team?

An Ontario Health Team is a new service delivery model designed to integrate care delivery and funding, which will enable patients, families, communities, providers, and system leaders to better work together, innovate, and build on what is best in Ontario's health care system. The goal is to provide better, more connected care across the province.

Ontario Health Teams are groups of providers and organizations that are clinically and fiscally accountable for delivering a full and coordinated continuum of care to a defined geographic population.

Under the Ontario Health Team model, patients, families, caregivers, and health care providers will more actively shape how local health care services are delivered and managed. The approach will make it easier for local health care providers to partner and deliver high-quality, coordinated care for their patients and their communities.

Ontario Health Teams



Becoming an Ontario Health Team

Partners in the Huron Perth and Area Ontario Health Team (HPA-OHT) have an extremely strong history of partnerships and collaboration. Member organizations have worked together advancing integrated care, shared accountability, value-based healthcare and population health.

- **In Spring 2019**, 52+ healthcare organizations in Huron Perth and Area joined together to complete a Self-Assessment to become one of the first Ontario Health Teams. At that time, the Town of St. Marys Home Support Services began meeting and working with fellow health service organizations to explore the possibility of Huron and Perth forming an Ontario Health Team.
- **July 2019** the team received approval to submit a Full Application.
- **September 2019** Town of St. Marys Council approved formally signing as a partner organization of the HPA-OHT Application. At that time, the Town of St. Marys Home Support Services began work as a member of the HPA-OHT to build the foundation of the Ontario Health Team. This included representing our services at the Ontario Health Team table to assist with shaping the strategic priorities and governance structure of the team.
- **October 2019**: Full Application submitted to the Ministry of Health.
- **December 2019** Approval received as one of the first 24 OHTs in the province.
- **July 2020** HPA-OHT Implementation Committee was struck.

HPA-OHT Members

The HPA-OHT is made up of members from various health sectors, including:

- Community Support Services
- Emergency Medical Services
- Home Care
- Hospitals
- Long-Term Care
- Mental Health and Addiction
- Midwifery Services
- Palliative
- Patient/Client Partners

- Primary Care Teams and Providers

HPA-OHT Vision

A sustainable people-driven system that strives to provide a positive experience for all.

HPA-OHT Commitments

- We will embrace change to enrich the lives of citizens and put community health outcomes first
- We will create relationships based on trust and commit organizational resources towards collective improvement
- We will deliver evidence-based, fiscally responsible, and sustainable care
- We will pursue opportunities to eliminate gaps, duplication and provide optimal care
- People will partner together for effective decision-making

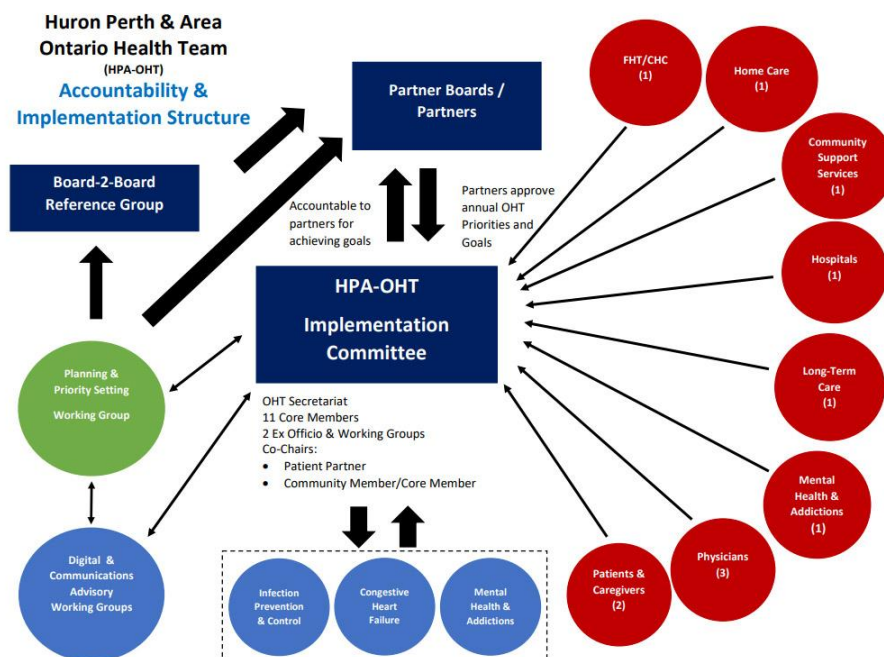
HPA-OHT Target Populations

The Huron Perth and Area Ontario Health Team will continue to provide full care to the over 147,500+ residents in our catchment area and to start, will work together to strengthen efforts around the following three target populations:

- Mental Health and Addictions
- Congestive Heart Failure
- Infection Prevention and Control

In years to come, the Ontario Health Team will advance work on various health related projects, will partner with numerous community organizations, and tackle the various changes to the healthcare system that come our way.

Huron Perth and Area Ontario Health Team Accountability Structure



In 2019, the HPA-OHT was approved as a cohort 1 Ontario Health Team and included over 65 signatories and collaborating partners in support of this localized healthcare model. The following year brought the COVID-19 pandemic and fortunately many of the OHT tables and relationships were leveraged to support Huron Perth Public Health in their enormous efforts to respond to an evolving pandemic situation.

Realizing that the pandemic may have slowed the more formal launch of the Ontario Health Teams, in 2021 the team was strengthened by renewed energy, additional support staff, launching of all governance tables and a stronger project management presence to advance priority populations.

REPORT

The Town of St. Marys Senior Services department is a proud partner with many organizations providing quality services which support the health and wellbeing of the residents of St. Marys. Supporting the advancement of an Ontario Health Team for Huron and Perth as healthcare in Ontario transforms is a strategic move to ensure sustainable Community Support Services for the residents of St. Marys.

As the OHT model grows, a requirement for ongoing ministry support is to have a strong collaborative decision-making model and engagement across the membership.

At this time, the HPA-OHT is looking to organizations to become formal OHT member organizations under a Collaboration Agreement.

The HPA- OHT has put much effort into developing a structure for the team to ensure that all partners have a voice while respecting the varying operating structure and visions of each health service provider. The attached agreement brings together the collective groups vision to formalize the partnership that has grown since its inception in 2019.

Participation by each Health Service Provider is completely voluntary and presents three options for each health service partner. Each partner has been encouraged to determine the partnership that best suits the needs or abilities of their individual organization.

Option #1 Huron Perth Ontario Health Team Formal Member

Becoming a formal member of the HPA-OHT will require Council to endorse the signing of Schedule B “OHT Member Enrollment Form” and thus entering into the Collaboration Agreement included in the report. Option #1 will allow the Town of St. Marys Home Support Services to have a voice for St. Marys residents at the table as Ontario Health changes progress. The Town of St. Marys will have the ability to support planning and decision-making of the OHT while maintaining autonomy and having the ability to opt in on goals applicable to the department and Council’s own strategic direction.

By becoming a formal member of the HPA-OHT the Town of St. Marys is committing to the following.

1. Actively supporting plans and priorities of the HPA-OHT.
2. Approving and supporting the HPA-OHT strategic plan development in accordance with the signed agreement.
3. Comply with the HPA-OHT Brand Standards Guide and other HPA-OHT policies and standards for the OHT as may be established by the Implementation Committee from time to time.
4. Fulfill any accountabilities or expectations required by the Ministry for the HPA-OHT from time to time.
5. Participate in good faith collaboration to advance the implementation and operation of the HPA-OHT.

6. Subject to Council approval, align with HPA-OHT standards of practice, including quality and continuous improvement, as may be approved by the Implementation Committee from time to time.
7. Council will be committing to supporting the Board-to-Board reference group as required. The Board-to-Board reference group will engage governors of organizations in information sharing and advisory input as well as general discussion of governance matters.

Benefits of becoming a Formal Member of the HPA-OHT

- Access to opt in on any resource development that may align with the Corporation.
- Having a vote at the table during the planning and priority setting stages for the Huron and Perth Region.
- Having a vote at the table for future financial planning for the team. Currently all Health Service organizations hold a Multi Sector Services Agreement with Ontario Health. It is anticipated the future agreements will be made with the regional health teams and it is important that Home Support Services is engaged in funding discussions.
- It is important to note that participation in any project is completely voluntary. Should a specific project or priority not align with the priorities of the Council, or the department, engagement is not mandatory.
- Approval of any projects or priorities for the Huron Perth and Area Ontario Health team require 80% of OHT members including a least one OHT member from each sector represented.
- Becoming a formal HPA-OHT member does not pertain to individual OHT member organizational operations or governance, participation, or organizational policies.
- This agreement will be reviewed annually and will continue until terminated by OHT members.

Challenges of Becoming a Formal Member of the HPA-OHT

- A commitment to actively participate is a must. This option will require more human resources than the alternative options outlined in the report. Participation in projects that may not benefit the Corporation directly may be a possibility. An example might be when the OHT as a group participates in discussion or research on a topic that is not applicable to the Corporation such as clinical processes or policy development that is not relevant to the Corporation.

Withdrawing as Formal Member of the HPA-OHT

- Formal Members of the HPA-OHT may give intention to withdraw at any point with ninety (90) days' notice to the OHT Implementation Committee. The OHT member will be responsible for its own expense or reasonable expenses relating to the withdrawal or termination of the agreement.
- Members who choose to withdraw in accordance with the agreement may elect to continue engagement with the HPA-OHT as a Collaborating Partner.

Option #2 Huron Perth Ontario Health Team Collaborating Partner

Becoming a Collaborating Partner of the HPA-OHT will require the Council to endorse the signing of Schedule C "Collaborating Partner – Statement of Intent" of the Collaboration Agreement. Option #2 will declare the Town of St. Marys' intent to collaborate, affiliate and/or coordinate service with the HPA-OHT. As a Collaborating Partner the Town of St. Marys will actively support the plans and priorities of the HPA-OHT when requested.

Signing the Statement of Intent will ensure that the Town of St. Marys receives communications pertinent to Collaborative Partners, however, will remove the ability to have a voice in decision making and strategic priorities.

Benefits for becoming an HPA-OHT Collaborating Partner

- This option offers the opportunity to stay informed with the OHT with less commitment of organizational human resources.
- The Collaboration Agreement is geared towards full OHT partners. Should the Town of St. Marys choose to disengage from the OHT the notice of intent to formally withdraw is not applicable.

Challenges for becoming an HPA-OHT Collaborating Partner

- Collaborating partners will not be involved in the planning or priority setting for the OHT
- Collaborating partners will not have a voice for financial planning within the OHT
- Collaborating partners will not be engaged in Board-to-Board engagement.

Option #3 Dissociation from the Huron Perth Ontario Health Team

In this option the Town of St. Marys chooses not to sign as a Formal OHT Member or Collaborating Partner of the HPA-OHT. Choosing option #3 Council is making the decision to effectively disengage from the HPA-OHT and potentially Ontario Health. The Town of St. Marys Home Support Services will not be part of any communications within the OHT, nor have access to resources developed by the HPA-OHT.

Benefit of Dissociation from the Huron Perth Ontario Health Team

- This option offers no benefit aside from a zero commitment of human resources.

Challenges of Dissociation from the Huron Perth Ontario Health Team

- There is a risk of funding loss for organizations not associated with an OHT
- There will be not communication on the work and progress of projects and priorities of the OHT
- Dissociation will segregate the department from the progress made by health service partners
- Dissociation may have negative long-term effects on the residents who access programs and service offered by the department

FINANCIAL IMPLICATIONS

Option #1

By committing as a formal member of the OHT the Town of St. Marys will be committing staff's time and resources towards the advancement of the HPA-OHT. The OHT acknowledges the different abilities and depth in resources as well as funding among OHT members. This will include a monthly OHT meeting as well as meetings to support projects undertaken by the department.

By committing as a formal member of the OHT the Town of St. Marys will be committing Council's time and human resources as the governing body of St. Marys Home Support Services. This may include participation in planning and Board-to-Board advisory committee meetings.

The Town of St. Marys may make an annual voluntary contribution of financial or in-kind resources to support the implementation and operation of the HPA-OHT for each fiscal year. The historical financial resource allocated to the HPA-OHT by member organizations equaled one tenth of 1 percent of annual Ontario Health funding. In the case of St. Marys this has equated to a \$262.00 contribution.

Option #2

By committing as a Collaborating Partner of the OHT the Town of St. Marys may be asked to commit occasional staff time and resources towards the advancement of the HPA-OHT.

Option #3

Future state of agency specific Ontario Health funding could be placed at risk as Ontario Health transitions Multi Sector Services Agreements to regional Ontario Health Teams. Health Service organizations that are not informed through Ontario Health Teams may not have the ability to lobby for programs and services offered by their individual organizations.

SUMMARY

It is important to note that although engaging as a partner with the Huron Perth and Area Ontario Health Team is not a direct tactic of the Town of St. Marys Strategic Plan it does support the work completed through the Pandemic to strengthen the Municipalities knowledge and priorities with Social Services which is complementary to the goals and vision of the HPA-OHT.

In 2021 the Town of St. Marys worked collaboratively with Stratford, North Perth, West Perth, Perth East, and Perth South and unveiled a joint Community Safety and Well-being (CSWB) Plan. This plan provides a roadmap for coordinating local safety and well-being planning, recognizing that complex social issues cannot be addressed by one sector or organization alone. Ontario Health Teams operate with the same principals by bringing partners of all corners including health service providers and representatives from a broad range of sectors to identify issues and to create a plan to break down barriers. To date, organizations such as St. Marys Mobility Services, Huron Perth Healthcare Alliance and Happy Valley Family Health Teams have engaged as Formal Partners representing the St. Marys community. Local long-term care home Kingsway Lodge and Huron Perth Public Health have engaged as Collaborating Partners.

The current Collaboration Agreement speaks to the current state of the Huron Perth and Area Ontario Health Team. The future state of Ontario Health will require all health services funding under Ontario Health to become a member of an Ontario Health Team to be eligible for funding.

It is staff's recommendation that the Town of St. Marys choose Option #1 to enter into a formal partnership with the Huron Perth and Area Ontario Health Team. The Town of St. Marys is a proven leader in supporting the health, wellness, and social needs of residents. A formal partnership will allow the Town of St. Marys to continue to be informed on trends and changes across Huron Perth which impact the overall health and well-being of residents, while supporting the advancement of health service across the Huron Perth region.

Council will be updated on the ongoing movement and priorities of the HPA-OHT regularly through monthly departmental Council reports.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Stephanie Ische – Director of Community Services

Kim Leis – Home Support Services Coordinator

Lauren Beer – St. Marys Mobility Services Manager

ATTACHMENTS

Huron Perth and Area Ontario Health Team Collaboration Agreement

OHT Member Enrollment Form

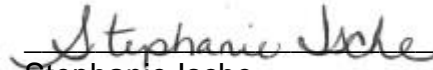
Collaboration Partner Statement of Intent

REVIEWED BY

Recommended by the Department

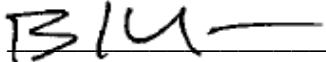


Jenny Mikita
Senior Services Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

HURON PERTH AND AREA ONTARIO HEALTH TEAM

COLLABORATION AGREEMENT

THIS AGREEMENT made this 1st day of April, 2022.

AMONG:

THE OHT MEMBERS LISTED IN SCHEDULE A
each of which has submitted an Enrollment Form in the form of Schedule B
(each an “OHT Member” and collectively the “OHT Members”)

WHEREAS the *Connecting Care Act, 2019* was declared in force on June 6, 2019;

AND WHEREAS under the *Connecting Care Act, 2019* the Minister of Health may designate Ontario Health Teams which will at maturity be clinically and fiscally accountable for delivering a full and coordinated continuum of care to an attributed population in the Province;

AND WHEREAS in December 2019 the Huron Perth and Area Ontario Health Team (“HPA-OHT”) was approved by the Ministry of Health (“Ministry”);

AND WHEREAS the shared objective of the members of the HPA-OHT is to provide a continuum of integrated and co-ordinated care and support services to the population served by the HPA-OHT with a view to achieving the Quadruple Aim (better health outcomes, better patient and family and caregiver experience, better provider experience, better value), all with a commitment to diversity, equity and inclusion;

AND WHEREAS the OHT Members are required by the Ministry to enter into a formal agreement among the OHT Members setting out, among other things, the shared decision-making framework for the Ontario Health Team;

NOW THEREFORE the OHT Members are entering into this Ontario Health Team Collaboration Agreement to set out their mutual understanding and establish a framework for implementation and operation of the HPA-OHT as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the meanings set out below:

- (a) “**Agreement**” means this Ontario Health Team Collaboration Agreement and the Schedules attached;
- (b) “**Applicable Laws**” means all applicable laws, statutes, regulations, orders, rules, policies or guidelines of any Governmental Authority that are applicable to the OHT Members or any one of them, as may be amended, repealed or replaced from time to time;
- (c) “**Board-to-Board Reference Group**” shall have the meaning ascribed to it in section 4.1(a);
- (d) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario;

- (e) **“Collaborating Partners”** shall have the meaning ascribed to it in section 3.3(a);
- (f) **“Digital Health Contact”** shall have the meaning ascribed to it in section 8.3(a);
- (g) **“Effective Date”** means April 1, 2022;
- (h) **“Event of Default”** shall have the meaning ascribed to it in section 11.5(a);
- (i) **“Financial Custodian”** shall have the meaning ascribed to it in section 6.3(a);
- (j) **“Governmental Authority”** means any Crown agency with designated or delegated authority, as applicable, including without limitation, the Ministry of Health, Ministry of Long-Term Care and Ontario Health;
- (k) **“HPA-OHT”** means the Huron Perth and Area Ontario Health Team;
- (l) **“Implementation Committee”** shall have the meaning ascribed to it in section 4.3(a);
- (m) **“Indemnified Party”** shall have the meaning ascribed to it in section 12.1(a);
- (n) **“Indemnifying Party”** shall have the meaning ascribed to it in section 12.1(a);
- (o) **“Intellectual Property”** means all patents, industrial designs, trade-marks, trade-names, copyright, trade secrets, technologies, designs, specifications, drawings, know-how and all other intellectual and proprietary property, as recognized by any jurisdiction and whether registered or not;
- (p) **“Member Governing Authority”** means the Board of Directors, Regional Council or other governing authority of an OHT Member;
- (q) **“Ministry”** means the Ministry of Health;
- (r) **“OHT Central Brand”** shall have the meaning ascribed to it in section 9.1(a);
- (s) **“OHT Confidential Information”** means information developed, known or used by the HPA-OHT or individual OHT Members in connection with the business and affairs of the HPA-OHT, including but not limited to any documentation, contracts, funding proposals, compilation of information, data, program, method, technique or process, present and future information about or relating to the HPA-OHT’s Projects, financial information of all kinds relating its activities and related material, but does not include OHT Member Confidential Information;
- (t) **“OHT Budget”** shall have the meaning ascribed to it in section 6.1(a);
- (u) **“OHT Member Confidential Information”** means materials, information and data relating to an OHT Member’s business including information relating to clients or patients, or to business and financial affairs;
- (v) **“OHT Members”** means all the parties to this Agreement, as listed in Schedule A and **“OHT Member”** means any one of them;
- (w) **“OHT Secretariat”** shall have the meaning ascribed to it in section 4.5(a);

- (x) **“Personal Health Information”** shall have the meaning ascribed to it under the *Personal Health Information Protection Act, 2004*;
- (y) **“Planning and Priorities Committee”** shall have the meaning ascribed to it in section 4.2(a);
- (z) **“Project Working Group(s)”** shall have the meaning ascribed to it in section 5.1(a);
- (aa) **“Project Plan(s)”** shall have the meaning ascribed to it in section 5.2(a); and
- (bb) **“Sector(s)”** shall have the meaning ascribed in 3.1.

ARTICLE 2 – ONTARIO HEALTH TEAM

2.1 OHT Shared Vision and Commitments

- (a) The OHT Members commit to working together through the HPA-OHT towards common goals related to improved health outcomes, patient/client/resident and provider experience, value and with a commitment to diversity, equity and inclusion.
- (b) The shared vision of the HPA-OHT is to establish a sustainable people-driven system that strives to provide a positive experience for all. OHT Members commit to:
 - (i) embrace change to enrich the lives of citizens and put community health outcomes first;
 - (ii) create relationships based on trust and commit organizational resources towards collective improvement;
 - (iii) deliver evidence-based, fiscally responsible and sustainable care;
 - (iv) pursue opportunities to eliminate gaps, duplication and provide optimal care;
 - (v) advance diversity, equity and inclusion; and
 - (vi) partner together for effective decision-making.

2.2 Scope and Authority

- (a) The purpose of this Agreement is to establish the shared decision-making framework and terms and conditions for the implementation and operation of the HPA-OHT. The terms of this Agreement do not pertain to and do not restrict the autonomy of OHT Member operations and initiatives unrelated to the HPA-OHT.
- (b) Nothing in this Agreement or related to the HPA-OHT shall derogate from an OHT Member’s ongoing autonomy of its Member Governing Authority, or its right to safeguard the quality of health services provided by it, or to exercise its respective rights and meet its respective responsibilities under Applicable Laws and any government funding agreements.

ARTICLE 3 – OHT MEMBERS AND COLLABORATING PARTNERS

3.1 OHT Member Sector Designations

- (a) The HPA-OHT shall have the following Sector designations of OHT Members:
 - (i) Community Support Services Sector;
 - (ii) Primary Care;
 - (iii) Home Care Sector;
 - (iv) Hospitals Sector;
 - (v) Long-Term Care Homes Sector; and
 - (vi) Mental Health and Addiction Agencies Sector(each a “**Sector**” and collectively the “**Sectors**”).
- (b) The Sector designation attributed to each of the OHT Members shall be as identified in Schedule A.
- (c) Sector designations may only be changed, amended or added with the approval of the OHT Members.

3.2 OHT Members

- (a) OHT Members shall:
 - (i) actively support the plans and priorities of the HPA-OHT;
 - (ii) approve and support the HPA-OHT strategic plan developed in accordance with this Agreement;
 - (iii) comply with the HPA-OHT Brand Standards Guide and other HPA-OHT policies and standards for the OHT as may be established by the Implementation Committee from time to time;
 - (iv) be committed to jointly fulfilling any accountabilities or expectations required by the Ministry for the HPA-OHT from time to time;
 - (v) participate in good faith collaboration to advance the implementation and operation of the HPA-OHT;
 - (vi) commit to align with HPA-OHT standards of practice, including quality and continuous improvement, as may be approved by the Implementation Committee from time to time, subject to the authority of its Member Governing Authority;
 - (vii) provide continued information sharing and discussion of HPA-OHT plans and priorities at Board of Director and/or Senior Committee meetings; and
 - (viii) provide reporting on matters related to the HPA-OHT as reasonably required by the Implementation Committee or the Ministry.

- (b) Any matters requiring OHT Member approval shall be approved for the HPA-OHT on approval of at least eighty percent (80%) of the OHT Members, which shall include at least one (1) OHT Member from each Sector in support.
- (c) Following the Effective Date, additional organizations or persons may join as OHT Members upon approval of the Implementation Committee, and execution and delivery of the Enrollment Form in the form attached as Schedule B agreeing to be bound by the terms of this Agreement. Upon becoming an OHT Member under this Agreement, the OHT Member shall be added to Schedule A.

3.3 Collaborating Partners

- (a) The HPA-OHT may recognize as HPA-OHT collaborators organizations and/or persons who desire to collaborate, affiliate and/or coordinate services with the HPA-OHT but who are not OHT Members (the “**Collaborating Partners**”) provided that such organizations and/or persons have been approved as a collaborator by the Implementation Committee, and have executed a statement of intent to collaborate in the form of Schedule C.
- (b) Collaborating Partners shall actively support the plans and priorities of the HPA-OHT and provide input to the HPA-OHT when requested.
- (c) Collaborating Partners are not OHT Members and do not have any of the rights and obligations of OHT Members under this Agreement. Collaborating Partners may be engaged by the HPA-OHT from time to time on matters related to integration and coordination of care, subject to such other agreements, documents or policies as determined by the Implementation Committee from time to time.

ARTICLE 4 – OHT DECISION-MAKING FRAMEWORK

4.1 Board-to-Board Reference Group

- (a) The HPA-OHT Board-to-Board Reference Group shall be composed and shall act in accordance with the terms of reference set out in Schedule D (the “**Board-to-Board Reference Group**”).

4.2 Planning and Priorities Committee

- (a) The HPA-OHT planning and priorities committee shall be composed and shall act in accordance with the terms of reference set out in Schedule E (the “**Planning and Priorities Committee**”).
- (b) The strategic plan for the HPA-OHT shall be developed and recommended by the Planning and Priorities Committee for approval by the OHT Members in accordance with section 3.2(b).

4.3 Implementation Committee

- (a) The HPA-OHT implementation committee shall be composed and shall act in accordance with the terms of reference set out in Schedule F (the “**Implementation Committee**”).

4.4 Working Groups

- (a) The Implementation Committee may establish working groups from time to time, subject to terms of reference approved by the Implementation Committee.

4.5 OHT Secretariat

- (a) The HPA-OHT secretariat shall be composed of staff as may be approved by the Implementation Committee from time to time (the “**OHT Secretariat**”). The OHT Secretariat shall support the administration of the HPA-OHT and implementation of HPA-OHT projects under the direction of the Implementation Committee and working groups, as appropriate. The OHT Secretariat shall have the responsibilities and authority set out in Schedule G.

4.6 Advisory Councils

- (a) There shall be a Physician Advisory Council and Patient, Family and Caregiver Advisory Council established and subject to terms of reference approved by the Implementation Committee.
- (b) The Implementation Committee and the Planning and Priorities Committee will seek input from time to time from the Physician Advisory Council and Patient, Family and Caregiver Advisory Council.
- (c) The Implementation Committee will establish and engage additional advisory councils to support the OHT in advancing its shared vision.

ARTICLE 5 – OHT PROJECTS

5.1 OHT Projects

- (a) The Planning and Priorities Committee shall identify and recommend to the Implementation Committee HPA-OHT projects.
- (b) The Implementation Committee may approve HPA-OHT projects and establish HPA-OHT project working groups from time to time (each a “**Project Working Group**”).
- (c) HPA-OHT projects identified, recommended and approved in accordance with this section shall be consistent with the HPA-OHT areas of focus and strategic plan.

5.2 OHT Project Plan

- (a) Each Project Working Group shall develop and approve the terms of participation for the project which shall be approved by the Implementation Committee (each a “**Project Plan**”).
- (b) Each Project Plan will set out, as appropriate:
 - (i) specific strategic objectives and performance measures;
 - (ii) the scope of services to be provided by each OHT Member (and other participants if applicable), and its accountabilities and responsibilities;

- (iii) costs and financial matters including budget, expectations for contribution of funds or in-kind resources consistent with principles as approved by the Implementation Committee from time to time;
 - (iv) human resource considerations;
 - (v) intellectual property rights and responsibilities;
 - (vi) procedures for complaints management and notification of incidents and occurrences;
 - (vii) term, termination and participant admission and withdrawal/termination, and obligations on termination; and
 - (viii) indemnification and insurance requirements.
- (c) Project participation is voluntary and each OHT Member that desires to participate in an HPA-OHT Project will be required to commit their agreements to the terms of the approved Project Plan.
 - (d) On a monthly basis, the Project Working Groups shall provide progress reports to the Planning and Priorities Committee and the Implementation Committee. On a quarterly basis, the Planning and Priorities Committee shall review and evaluate progress, value and achievement of desired outcomes of Project Plans, and provide an evaluation report to the Implementation Committee.

ARTICLE 6 – RESOURCE ALLOCATION

6.1 OHT Budget

- (a) The Implementation Committee shall approve on an annual basis the HPA-OHT budget based upon a March 31 fiscal year end, and in consideration of the funding to be received from the Ministry and/or Ontario Health and the committed OHT Member contributions (the “**OHT Budget**”).
- (b) The OHT Secretariat shall administer the OHT Budget in accordance with direction of the Implementation Committee and in accordance with Ministry and/or Ontario Health funding requirements. The OHT Budget may only be amended by the Implementation Committee.

6.2 OHT Member Contributions

- (a) OHT Members agree to commit time and resources towards the advancement of the HPA-OHT. OHT Members acknowledge the different ability and depth in resources and funding among OHT Members.
- (b) Each OHT Member shall, except as otherwise approved by the Implementation Committee, be responsible for its own costs and expenses incurred in connection with the HPA-OHT and this Agreement.
- (c) Each OHT Member may, make an annual voluntary contribution of financial or in-kind resources to support the implementation and operation of the HPA-OHT for each fiscal year. Each OHT Member shall notify the Implementation Committee of its committed contributions for the following year not less than sixty (60) days

prior to each fiscal year end, being March 31. The OHT Secretariat shall maintain an OHT Member contributions register of all OHT Member contributions and schedule for payment to the Financial Custodian if applicable, which register may be accessed by any OHT Member upon request.

- (d) Without limiting the obligations under section 6.2(a), each OHT Member acknowledges that participation in HPA-OHT projects may be subject to OHT Member contributions as determined by the Project Working Group and set out in the Project Plan. For certainty OHT Member contributions will not be imposed upon any OHT Member and will require the OHT Members agreement to the Project Plan.

6.3 Financial Custodian

- (a) The Huron Perth Healthcare Alliance is hereby designated to serve as the financial custodian for the HPA-OHT and agrees to such appointment (the “**Financial Custodian**”). The Financial Custodian shall, on behalf of the HPA-OHT, receive and hold government funding and OHT Member contributions.
- (b) The Financial Custodian shall enter into Transfer Payment Agreement(s) on behalf of the HPA-OHT to receive government funding and shall complete all required reporting and reconciliations in a timely manner.
- (c) The Financial Custodian shall receive, hold, and disburse the government funding and OHT Member contributions only in accordance with the OHT Budget and directions of the Implementation Committee.
- (d) The Financial Custodian shall maintain and provide to the Implementation Committee monthly financial reporting and records in respect of the HPA-OHT funds as may be required by the Implementation Committee from time to time.
- (e) The Financial Custodian may delegate responsibilities to the OHT Secretariat but shall remain accountable for performance of all obligations of the Financial Custodian under this Agreement.
- (f) The Financial Custodian may, on sixty (60) days’ notice to the Implementation Committee, withdraw as the Financial Custodian of the HPA-OHT. The Implementation Committee may replace the Financial Custodian of the HPA-OHT at any time.
- (g) In the event of withdrawal or replacement, the withdrawing or replaced Financial Custodian shall transfer any remaining HPA-OHT funds and other resources in its possession to its successor and shall do and take all necessary action to transfer interests in any agreements entered into and/or assets acquired for the HPA-OHT in its capacity as the Financial Custodian, at the direction of the Implementation Committee.

ARTICLE 7 – CONFIDENTIALITY

7.1 Confidential Information

- (a) Each OHT Member acknowledges that during the course of this Agreement it may acquire OHT Member Confidential Information of another OHT Member. In addition to and without limiting the terms of any Project Plans, each OHT

Member undertakes to keep and to have all of its representatives, agents, directors, officers, employees and contractors keep all such OHT Member Confidential Information in the strictest confidence and agrees not to disclose such information to any third party, except with that OHT Member's written permission or as may be otherwise permitted under a Project Plan.

- (b) Each OHT Member acknowledges that during the course of this Agreement, it will acquire OHT Confidential Information. Each OHT Member undertakes to keep and to have all of its representatives, agents, directors, officers, employees and contractors keep OHT Confidential Information in the strictest confidence and not to disclose such information to any third party, except with the prior written consent of the Implementation Committee or the Project Working Group, as appropriate, or as may be otherwise permitted under a Project Plan.
- (c) No OHT Member shall have any obligation with respect to any information concerning the business or affairs of the other OHT Members or in relation to the HPA-OHT hereunder that:
 - (i) was known to the recipient prior to its being supplied by the informant, and the recipient can produce reasonable evidence of such prior possession;
 - (ii) is disclosed to the recipient by anyone else who is acting lawfully and independently of this Agreement;
 - (iii) is already in the public domain or becomes so through no breach of the recipient's obligations under this Agreement; or
 - (iv) is otherwise permitted or required to be disclosed by Applicable Law.

7.2 Information Exchange

- (a) Subject to obligations with respect to confidential information in section 7.1, the OHT Members commit to exchange and share with the other OHT Members and OHT Committees and Working Groups, as appropriate, reasonable information to support HPA-OHT planning, and completing submissions and reporting as may be required by the Ministry and/or Ontario Health.

ARTICLE 8 – HEALTH INFORMATION MANAGEMENT AND DIGITAL HEALTH

8.1 Compliance with Privacy Law

- (a) Each OHT Member shall, ensure that all its representatives, agents, directors, officers, employees and contractors strictly comply with the requirements of all relevant privacy and confidentiality legislation.

8.2 Personal Health Information

- (a) Data collection, sharing, access and use of Personal Health Information by the OHT Members shall be governed by Applicable Laws and the terms and conditions under applicable Project Plans, data sharing agreements, or as otherwise approved by the Implementation Committee.

- (b) The OHT Members shall enter into data sharing agreement(s) to facilitate the disclosure and use of Personal Health Information among OHT Members, to inform HPA-OHT system planning, analytics, and population health management, and to authorize the OHT Secretariat to act as agent of the OHT Members to facilitate the same.

8.3 HPA-OHT Digital Health Contact

- (a) The Implementation Committee shall appoint an OHT Member to serve as the HPA-OHT digital health contact who shall represent the HPA-OHT in discussions with any Governmental Authority related to the HPA-OHT digital health plan, as may be directed by the Implementation Committee (the “**Digital Health Contact**”).

ARTICLE 9– CENTRAL BRAND AND COMMUNICATIONS

9.1 OHT Central Brand

- (a) The HPA-OHT central brand shall consist of the name “Huron Perth and Area Ontario Health Team” and such associated logo and tagline as may be approved by the Implementation Committee from time to time (the “**OHT Central Brand**”).
- (b) Each OHT Member may only use the OHT Central Brand in accordance with the HPA-OHT Brand Standards Guide established by the Implementation Committee and as otherwise directed by the Implementation Committee from time to time.

9.2 Communications

- (a) OHT Members may only communicate publically regarding the HPA-OHT and its undertakings in accordance with a communications policy established by the Implementation Committee.

ARTICLE 10 - INTELLECTUAL PROPERTY

10.1 Intellectual Property

- (a) Except as otherwise set out herein or in any Project Plan, the OHT Members shall have a shared joint interest in all Intellectual Property developed or conceived directly or indirectly through or related to the HPA-OHT and any use or disposition shall require the approval of the Implementation Committee or be in accordance with an Intellectual Property policy approved by the Implementation Committee.
- (b) Any Intellectual Property belonging to an OHT Member prior to the Effective Date or developed by the OHT Member following such date but entirely unrelated to the HPA-OHT, shall belong and will continue to belong to the OHT Member. OHT Member’s tradename or trademark may be used in any materials related to the HPA-OHT.

ARTICLE 11 – TERM AND TERMINATION

11.1 Term

- (a) The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by the Implementation Committee.

11.2 Review and Evaluation

- (a) The OHT Members agree that the Implementation Committee shall undertake and complete a formal review and evaluation of this Agreement on an annual basis and provide a report to the OHT Members with recommendations for amendment if any.

11.3 Termination of the Agreement

- (a) This Agreement may be terminated at any time upon approval of the OHT Members in accordance with section 3.2(b).

11.4 OHT Member Withdrawal or Change in Status

- (a) Except as otherwise provided under a Project Plan, any OHT Member may give ninety (90) days' written notice to the Implementation Committee of its intention to withdraw and terminate its rights and obligations under this Agreement at the expiration of the ninety (90) day notice period.
- (b) OHT Members that withdraw in accordance with section 11.4(a) may elect to continue engagement with the HPA-OHT as Collaborating Partners.

11.5 Termination of OHT Members

- (a) Upon the occurrence of an Event of Default, the Implementation Committee may terminate an OHT Member from this Agreement. An “**Event of Default**” means if an OHT Member is in breach of any of its obligations hereunder and such breach has not been cured within ten (10) Business Days following delivery of written notice or, if the breach cannot reasonably be cured within ten (10) Business Days, the breaching OHT Member has not submitted a plan to cure the breach acceptable to the Implementation Committee.

11.6 Obligations of OHT Members on Withdrawal or Termination

- (a) Except as otherwise approved by the Implementation Committee, on the effective date of withdrawal or termination from this Agreement the OHT Member shall be automatically terminated from all Project Plans to which it is a party without further action or formality subject to any surviving obligations thereunder.
- (b) The withdrawing/terminated OHT Member shall work with the remaining OHT Members in good faith, in order to ensure a smooth transition, including cooperating with any service transition plans as may be directed by the Implementation Committee.
- (c) The withdrawing/terminated OHT Member shall be responsible for all its own expenses relating to the withdrawal/termination, and all costs reasonably incurred by the remaining OHT Members under any Project Plan, in relation to or arising from the withdrawal/termination.

- (d) The withdrawing or terminated OHT Member shall:
- (i) be responsible for all its own expenses relating to the withdrawal/termination;
 - (ii) remain responsible for the remainder of its annual OHT Member contribution in accordance with section 6.2(a);
 - (iii) be responsible for all costs reasonably incurred by the remaining OHT Members under any Project Plan, in relation to or arising from the withdrawal/termination;
 - (iv) remain liable for its debts and liabilities pursuant to this Agreement and under any Project Plan arising in relation to the time period prior to withdrawal/termination;
 - (v) cease use, and return, destroy or erase, as applicable, all Member Confidential Information and OHT Confidential Information in its possession; and
 - (vi) transfer any funds received, assets acquired or contracts entered directly for the purposes of the HPA-OHT as directed by the Implementation Committee.

ARTICLE 12 – MUTUAL INDEMNIFICATION

12.1 OHT Member Indemnity

- (a) Each OHT Member (the “**Indemnifying Party**”) shall indemnify and hold harmless the other OHT Members, their directors, officers employees and agents (the “**Indemnified Party**”) from any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the Indemnified Party may pay, sustain, suffer or incur by reason of or in connection with:
- (i) any failure of the Indemnifying Party, its directors, officers, employees or agents, to comply with the terms of this Agreement or any Project Plan;
 - (ii) negligent acts or omissions of the Indemnifying Party, its directors, officers, employees or agents in connection with this Agreement or any Project Plan;
 - (iii) the business or activities of the Indemnifying Party in circumstances where the Indemnified Party is joined as a party to the dispute because of the Indemnified Party's participation in the HPA-OHT; and
 - (iv) the Indemnifying Party's breach of its representations, warranties and covenants under this Agreement or any Project Plan.
- (b) Throughout the term of this Agreement, each OHT Member shall maintain insurance sufficient to satisfy its indemnification obligations set out herein.

ARTICLE 13 – CONFLICTS OF INTEREST AND TRANSPARENCY

13.1 Conflicts of Interest

- (a) Each OHT Member will try to eliminate, minimize, or mitigate any conflict between the HPA-OHT and its other contractual and service obligations and relationships outside of the HPA-OHT.

13.2 Transparency

- (a) If an OHT Member becomes aware of any fact or circumstance that may harm that or another OHT Member's ability to perform its obligations under this Agreement or a Project Plan, it will promptly notify the Implementation Committee of the nature of the fact or circumstance and its anticipated impact so that the Implementation Committee may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

ARTICLE 14 – GENERAL

14.1 Schedules

- (a) The following Schedules attached hereto are incorporated by reference and are deemed to be part hereof:

Schedule A	-	OHT Members
Schedule B	-	OHT Member Enrollment Form
Schedule C	-	Collaborating Partner Statement of Intent
Schedule D	-	Board-to-Board Reference Group
Schedule E	-	Planning and Priorities Committee Terms of Reference
Schedule F	-	Implementation Committee Terms of Reference
Schedule G	-	OHT Secretariat
Schedule H	-	Dispute Resolution

- (b) In the event of any conflict or inconsistency between the provisions of this Agreement and the Schedules, the provisions of the Schedules shall prevail to the extent of any conflict or inconsistency.

14.2 Independent Contractors

- (a) Each of the OHT Members is an independent contractor of the others and the OHT Members are and shall remain independent. Nothing contained in this Agreement shall be construed to create any business arrangement or legal relationship between the OHT Members extending beyond the scope of this Agreement. Except as expressly provided in this Agreement or any Project Plan, no OHT Member shall gain by virtue of this Agreement any authority whatsoever with respect to the property or business of the other OHT Members or the authority to enter into any agreement or to assume or incur any obligation or responsibility for, on behalf of, or in the name of the other OHT Members.

14.3 Authority

- (a) Each of the OHT Members represents, warrants and covenants that it has the full right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that such obligations do not and will not conflict with or constitute a breach of any agreement by which it is bound.

14.4 Process for Dispute Resolution

- (a) Dispute resolution between the Parties shall be conducted in accordance with the process outlined in Schedule H.

14.5 Entire Agreement

- (a) This Agreement and any Project Plan constitute the entire agreement among the OHT Members in respect of the subject matter hereof and supersedes all prior agreements, documentation and discussions.

14.6 Amendments

- (a) No modification of or amendment to this Agreement shall be valid or binding unless approved by the OHT Members in accordance with section 3.2(b). Notwithstanding the foregoing, a Project Plan may be amended upon the terms and conditions set out therein.

14.7 No Assignment or Change of Control

- (a) OHT Members shall provide at least sixty (60) days advanced written notice to the Implementation Committee of intended assignment of this Agreement or change of control of the OHT Member. In the event of any proposed assignment or change of control of an OHT Member, the Implementation Committee may determine any necessary transition requirements related to this Agreement, and/or any Project Plans to which the OHT Member is a party, for continued participation by the OHT Member in the HPA-OHT.

14.8 Survival

- (a) Article 7, Article 9, Article 10, section 11.6 and Article 12 of this Agreement shall survive the withdrawal or termination of an OHT Member from this Agreement and the termination of this Agreement.

14.9 Notices

- (a) Any notices that must be given pursuant to or concerning this Agreement shall be in writing and may be given by personal service, by registered mail or by electronic mail. Any notice, if sent by means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by personal service or registered mail shall be deemed to have been received at the time it is delivered to the applicable address noted in Schedule A to the individual designated therein. Notice of change of address shall also be governed by this section, but shall only be effective on actual delivery.

14.10 Counterparts

- (a) This Agreement may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

SCHEDULE A

OHT MEMBERS AND COLLABORATING PARTNERS

OHT Members

*. Sector designations are in accordance with section 3.1.

Sector	Name of Organization	Address for Notice	Designated Contact
Community Support Services			
Primary Care			
Home Care			
Hospitals			
Long Term Care Homes			
Mental Health and Addiction Agencies			

Collaborating Partners

Name of Organization	Address for Notice	Designated Contact

OHT MEMBER - ENROLLMENT FORM

HURON PERTH AND AREA ONTARIO HEALTH TEAM

On execution of this Enrollment Form, the OHT Member shall be added to Schedule A of the Collaboration Agreement listing all OHT Members and their addresses for notice as follows:

Name of Organization	Address for Notice	Sector Designation
[insert legal name]	[insert address and email for notice]	

Contacts	Email / Phone #
Primary Contact: [insert name/title]	[insert email and phone #]
Alternate Contact: [insert name/title]	[insert email and phone #]
Governance Contact: [insert name/title]	[insert email and phone #]

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[INSERT LEGAL NAME OF OHT MEMBER]

Name:

Title:

Name:

Title:

I/We have the authority to bind

SCHEDULE C

COLLABORATING PARTNER - STATEMENT OF INTENT HURON PERTH AND AREA ONTARIO HEALTH TEAM

Name of Organization/Provider: _____

Address: _____

Primary Contact:

Name and Title: _____

Email address: _____

Telephone number: _____

I declare the intent of the named Organization/Provider to collaborate, affiliate and/or coordinate service with the Huron Perth and Area Ontario Health Team (HPA-OHT) as a Collaborating Partner, and to actively support the plans and priorities of the HPA-OHT and provide input to the HPA-OHT when requested.

I acknowledge that my role as a Collaborating Partner of the HPA-OHT will be subject to approval by the HPA-OHT Implementation Committee and may be subject to such other agreements, documents or policies as determined by the Implementation Committee from time to time.

I consent to the use of the named Organization/Provider's tradename or trademark in any materials related to the HPA-OHT referring to Collaborating Partners.

**[INSERT LEGAL NAME OF
COLLABORATING PARTNER]**

Name of Organization/Provider

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind

SCHEDULE D

BOARD-TO-BOARD REFERENCE GROUP TERMS OF REFERENCE

Background/Context

Vision Statement:

A sustainable people-driven system that strives to provide a positive experience for all

Commitments:

- We will embrace change to enrich the lives of citizens and put community health outcomes first.
- We will create relationships based on trust and commit organizational resources toward collective improvement.
- We will deliver evidence-based, fiscally responsible and sustainable care.
- We will pursue opportunities to eliminate gaps, duplication and provide seamless care.
- People will partner together for effective decision making

Mandate

Board-to-Board Reference Group

The Huron Perth & Area Ontario Health Team (HPA-OHT) Board-to-Board Reference Group provides a forum for the discussion of governance matters of interest to the HPA-OHT and local Health Service Provider governing bodies. Specific issues that will be considered include:

- Approaches for engaging health service provider governors and the broader community in OHT strategic planning and strategy implementation
- Governance perspectives on the current and future state of health and wellness of the HPA-OHT's Attributed Population, and the role and expectations of governors
- In conjunction with the Planning and Priorities Planning Committee, support the organization of twice annual HPA-OHT engagement sessions
- Strategies to support the work of the HPA-OHT; and
- Other matters of relevance to health system governors in the HPA-OHT.

The Board-to-Board Reference Group is for the purposes of information sharing and advisory input to the Planning and Priorities Committee and Implementation Committee. For clarity, it is not the governing body of the HPA-OHT. The Board-to-Board Reference Group shall communicate the outcome of its discussions to the Planning and Priorities Committee and Implementation Committee.

Membership

Membership

The Huron Perth & Area Ontario Health Team Board-to-Board Reference Group will include

(a) two (2) representatives who are Board Directors from each of the HPA-OHT's Sectors, including:

- Community Support Services
- Primary Care
- Home Care
- Hospitals
- Long-Term Care Homes
- Mental Health and Addiction Agencies
- Physician Advisory Council

The representatives will be chosen by Sector Advisory Councils each for a one (1) year term, with the option to renew (as decided by each individual Sector Advisory Council).

(b) Four (4) additional health and social services, municipal and/or education sectors Board Directors from non-HPA-OHT partners will be eligible to sit on the Board-to-Board Reference Group on election by the Board-to-Board Reference Group.

The HPA-OHT Board-to-Board Reference Group will be chaired by a Director annually selected by the Members.

Other Board Directors of OHT Members who are not representatives on the Board-to-Board Reference Group may attend meetings of the Board-to-Board Reference Group but shall not have a vote.

Accountability

The Board-to-Board Reference Group is convened by the OHT Membership to provide an opportunity for informed dialogue and discussion with Health Service Provider governors regarding governance matters of interest in the HPA-OHT. The Terms of Reference of the Board-to-Board Reference Group will be reviewed annually by the OHT Member Boards with any recommended changes to be approved by the Member Boards.

Individual Roles

Individual members will:

- Provide input and advice on OHT strategic planning and strategy implementation.
- Participate fully in the exchange of information and identification of issues of relevance.
- Consider ideas and issues raised and provide guidance and input as appropriate.

- Consider system level and organizational implications and impacts of issues under consideration.

Participate in the development of an annual work plan.

Logistics and Processes

Role of the Chair

The Chair will be responsible for coordinating the development of the meeting agenda. The Chair will ensure that input is solicited from all reference group members when establishing reference group objectives and meeting agendas.

Delegates

It is expected that members will regularly attend meetings, however, it is recognized that on occasion individual members may need to send a delegate to the meeting due to unavoidable scheduling conflicts. If members are sending a delegate, it is important to ensure consistency in terms of the individual selected to attend as a delegate and the use of delegates should be kept to a minimum to ensure continuity. Permission should be sought from the Chair in advance of sending delegates to a meeting. It is the responsibility of members to ensure that delegates are appropriately briefed and debriefed prior to and following any meetings that they attend.

Frequency of Meetings

The Board-to-Board Reference Group will meet a minimum of four (4) times per year, or at the call of the Chair.

Quorum

Quorum for a meeting of the Board-to-Board Reference Group shall be 50% plus one (1), provided that at least one (1) representative from each Sector is present.

Decision-Making

Decisions of the HPA-OHT Planning and Priorities Committee shall be by consensus of the representatives present at a meeting, in accordance with the HPA-OHT Consensus and Decision-Making Process approved by the Implementation Committee and the Planning and Priorities Committee.

SCHEDULE E

PLANNING AND PRIORITIES COMMITTEE TERMS OF REFERENCE

Background/Context

Vision Statement:

A sustainable people-driven system that strives to provide a positive experience for all

Commitments:

- We will embrace change to enrich the lives of citizens and put community health outcomes first.
- We will create relationships based on trust and commit organizational resources toward collective improvement.
- We will deliver evidence-based, fiscally responsible and sustainable care.
- We will pursue opportunities to eliminate gaps, duplication and provide seamless care.
- People will partner together for effective decision making

Mandate

Role of the Huron Perth & Area Ontario Health Team Planning and Priorities Committee

The Planning and Priorities Committee develops the OHT's DRAFT Strategic Plan for review and approval by the OHT Members. Inherent in the Plan will be specific annual goals and objectives developed in consultation with OHT Members. The Committee shall be responsible for:

- Recommending an overall Strategic Plan for the OHT, including the development of an annual work plan consistent with the Strategic Plan
- Identifying and measuring priority populations for the OHT
- Identifying and recommending to the Implementation Committee specific Projects for inclusion in the Annual Plan
- Ensuring broad community engagement strategies employed in developing Strategic Plan, annual work plan and priority projects
- Engaging with the Board-to-Board Reference Group in developing Plans
- Recommending to the Implementation Committee changes/modifications to HPA-OHT structures/processes/agreements as warranted
- In conjunction with the Board-to-Board Reference Group, coordinating twice annual HPA-OHT engagement sessions
- Providing a forum for discussion on evolving business agendas of each of the OHT Members as they relate to the integration of services and operations through the HPA-OHT;

- Engaging the Digital and Communications Working Groups around priorities;
- Review and evaluate progress of Project Plans on a quarterly basis, and provide evaluation report to Implementation Committee; and
- Other matters of relevance to health system planning and priority setting across the HPA- OHT as requested by the Implementation Committee from time to time.

Membership

Membership

The Huron Perth & Area Ontario Health Team Planning and Priorities Committee will include

(a) two (2) representatives from each of the HPA-OHT's Sectors, including:

- Community Support Services
- Primary Care
- Home Care
- Hospitals
- Long-Term Care Homes
- Mental Health and Addiction Agencies

(b) two (2) representatives from the:

- Physician Advisory Council

The above representatives in (a) and (b) will be chosen by Sector Advisory Councils and will serve a 3-year term, with the option to renew (as decided by each individual Sector Advisory Councils). Representatives shall be responsible for engagement of their Sector Advisory Council and OHT Members in their Sector on matters before the Planning and Priorities Committee.

(c) Two (2) caregivers/patient/resident council partners appointed by the Planning and Priorities Committee

(d) Co-Chairs of the Implementation Committee, to the extent not a representative in (a) or (b) above

(e) Additional members as may be approved by the Planning and Priorities Committee from: Huron Perth Public Health, Municipal Health and Social Services, and area OHT's with regional services supporting HPA-OHT Attributed Population

To ensure not all terms end at once, the terms of appointment will be staggered in consultation with the appointees.

Accountability

The Planning and Priorities Committee is accountable to the OHT Members. The Planning and Priorities Committee shall review its Terms of Reference annually and recommend any changes to be approved by the OHT Members.

Logistics and Processes

Chair

The HPA-OHT Planning and Priorities Committee will be co-chaired by a patient/family/caregiver partner and a Sector representative who shall be elected by the Planning and Priorities Committee for a three (3) year term, ensuring no overlap between the Chair of the Implementation Committee and Planning and Priorities Committee. Support will be provided by the OHT Secretariat.

The Co-Chairs, with the support of the OHT Secretariat, will be responsible for coordinating the development of the meeting agenda. The Co-Chairs will ensure that input is solicited from all committee members and the OHT Secretariat when establishing meeting agendas. The Co-Chairs will ensure that an annual work plan is established by the group.

Delegates

It is expected that members will regularly attend meetings, however, it is recognized that on occasion individual members may need to send a delegate to the meeting due to unavoidable scheduling conflicts. If members are sending a delegate, it is important to ensure consistency in terms of the individual selected to attend as a delegate and the use of delegates should be kept to a minimum to ensure continuity. Permission should be sought from the Chair in advance of sending delegates to a meeting. It is the responsibility of members to ensure that delegates are appropriately briefed and debriefed prior to and following any meetings that they attend.

Quorum

Quorum for a meeting of the HPA-OHT Planning and Priorities Committee shall be 50% plus one (1), provided that at least one (1) representative from each Sector, one (1) representative from the Physician Advisory Council and one (1) representative from the Patient, Family and Caregiver Council is present.

Decision-Making

Decisions of the HPA-OHT Planning and Priorities Committee shall be by consensus of the representatives present at a meeting, in accordance with the HPA-OHT Consensus and Decision-Making Process approved by the Implementation Committee and the Planning and Priorities Committee.

Frequency of Meetings

The Planning and Priorities Committee will meet a minimum of six (6) times per year, or at the call of the Chair.

SCHEDULE F

IMPLEMENTATION COMMITTEE TERMS OF REFERENCE

Background/Context

Vision Statement:

A sustainable people-driven system that strives to provide a positive experience for all

Commitments:

- We will embrace change to enrich the lives of citizens and put community health outcomes first.
- We will create relationships based on trust and commit organizational resources toward collective improvement.
- We will deliver evidence-based, fiscally responsible and sustainable care.
- We will pursue opportunities to eliminate gaps, duplication and provide seamless care.
- People will partner together for effective decision making

Mandate

Role of the Huron Perth & Area Ontario Health Team Implementation Committee

The Implementation Committee shall serve as the leadership for the HPA-OHT and shall approve the Annual Plan and supporting goals and objectives for implementation of the OHT. In achieving this mandate, the Committee identifies the supports necessary to achieve the goals and objectives and works closely with Sector Advisory Councils. The Committee shall be responsible for:

- Overseeing the implementation and operation of the OHT;
- Approving Annual Plan goals and objectives;
- Reviewing and evaluating the HPA-OHT Collaboration Agreement on an annual basis and providing a report to OHT Members with recommendations for amendment, if any;
- Implementing the Strategic Plan recommended by the Planning and Priorities Committee and approved by the OHT Members ;
- Identifying necessary supports to achieve Annual Plan goals and objectives;
- Establishing Working Groups and Advisory Councils, as applicable;
- Developing evaluation criteria for approved plan;
- Reporting on progress to Sector Advisory Councils;
- Identifying communication needs and liaising with Communications Working Group as required;
- Engagement, performance oversight, direction and support of Integration and Accountability Lead for the OHT Secretariat;
- Approving HPA-OHT Budget on an annual basis, and monitoring OHT budget and providing quarterly updates to OHT Members;
- Directing the Financial Custodian on disbursement of government funding and OHT Member contributions in accordance with OHT Budget;
- Identifying and approve OHT Projects and ensure appropriate Project Plans are in place for approved OHT Projects;
- Engaging in oversight and evaluation of OHT Projects;

- Coordinating Special Projects as deemed important by OHT Members i.e. OHT Accreditation;
- Approving the addition of OHT Members to the HPA-OHT and related documentation, as applicable;
- Approving the termination of OHT Members in circumstances of default;
- Approving Collaborating Partners and related documentation, as applicable;
- Exploring opportunities to extend the relationships among the OHT Members and Collaborating Partners or involving other parties with similar goals;
- Developing and approve HPA-OHT-related policies and procedures including in respect of brand use, communications, intellectual property;
- Engaging the Digital and Communications Working Groups around priorities, health information management and privacy frameworks to advance integration within the OHT;
- Appointing an OHT Member to serve as digital health contact; and
- Other matters of relevance to the HPA-OHT in achieving its stated goals and objectives

Membership

Membership

The Huron Perth & Area Ontario Health Team Implementation Committee will include:

(a) representatives from each of the HPA-OHT's Sector, including:

- Community Support Services (x1)
- Primary Care (x1)
- Home Care (x1)
- Hospitals (x1)
- Long-Term Care Homes (x1)
- Mental Health and Addiction Agencies (x1)

(b) representatives from:

- Physician Advisory Council (x3)

These 9 members will be chosen by Sector Advisory Councils and will serve a 3-year term, with the option to renew (as decided by each individual Sector Advisory Councils). Representatives shall be responsible for engagement of their Sector Advisory Council and OHT Members in their Sector on matters before the Implementation Committee.

(c) Two (2) care-givers/patient/resident council partners appointed by the Implementation Committee

(d) Digital Advisory and Communications Working Group representation nominated by the Digital Advisory and Communications Working Group

To ensure not all terms end at once, we will stagger the start time of terms (some considered an April 2020 start, some considered an April 2021 start) in consultation with the appointees.

Accountability

The Implementation Committee is accountable to OHT Members. Terms of Reference shall be reviewed annually by the Implementation Committee with any recommended changes to be approved by the OHT Members.

Logistics and Processes

Chair

The HPA-OHT Implementation Committee will be co-chaired by a Patient Partner/Caregiver and a Sector representative who shall rotate every six (6) months among each of the Sectors as determined by the Implementation Committee (April-September and October-March). Support will be provided by the OHT Secretariat.

The Co-Chairs, with the support of the OHT Secretariat, will be responsible for coordinating the development of the meeting agenda and leading the meeting in a way that ensures advancement of the agenda within the timelines allocated for specific agenda items. The Co - Chairs will ensure that input is solicited from all committee members and the OHT Secretariat when establishing meeting agendas. The Co-Chairs will ensure that an annual work plan is established by the group.

Delegates

It is expected that members will regularly attend meetings, however, it is recognized that on occasion individual members may need to send a delegate to the meeting due to unavoidable scheduling conflicts. If members are sending a delegate, it is important to ensure consistency in terms of the individual selected to attend as a delegate and the use of delegates should be kept to a minimum to ensure continuity.

Permission should be sought from the Chair in advance of sending delegates to a meeting. It is the responsibility of members to ensure that delegates are appropriately briefed and debriefed prior to and following any meetings that they attend.

Quorum

Quorum for a meeting of the HPA-OHT Implementation Committee shall be 50% plus one (1), provided that at least one (1) representative from each sector, one (1) representative from the Physician Advisory Council and one (1) representative from the Patient, Family and Caregiver Council is present.

Decision-Making

Decisions of the HPA-OHT Implementation Committee shall be by consensus of the representatives present at a meeting, in accordance with the HPA-OHT Consensus and Decision-Making Process approved by the Implementation Committee and the Planning and Priorities Committee.

Frequency of Meetings

The Implementation Committee will meet a minimum of ten (10) times per year, or at the call of the Chair.

SCHEDULE G

OHT SECRETARIAT

Description

The OHT Secretariat shall be lead by the HPA-OHT Integration and Accountability Lead and supported by OHT Secretariat staff in accordance with the Budget.

The Integration and Accountability Lead shall manage hiring of new OHT Secretariat staff in accordance with roles set forth in the OHT Budget and manage the OHT Secretariat staff day-to-day work, and performance management.

Reporting Relationship

The OHT Secretariat through the Integration and Accountability Lead shall report to and take direction from the Implementation Committee.

Responsibilities

Ministry Deliverables

- Coordinate and ensure delivery of Ministry of Health requirements in accordance with funding agreement terms.

Strategic Plan

- Providing input on and supporting development of HPA-OHT Strategic Plan

Finances

- Manage the OHT Budget as approved by Implementation Committee
- Administer OHT finances on behalf of the Financial Custodian in accordance with directions of the Financial Custodian and the Implementation Committee
- The Integration and Accountability Lead may approve day-to-day expenditures relating to HPA-OHT work and that fit within the OHT Budget

Support to Implementation Committee, Project Working Groups, Advisory Councils and other Working Groups

- Work with Committee/Working Group Chairs on preparation of agendas and meeting materials
- Support Project Working Groups in the development of Project Plans
- Support onboarding of new OHT Members and Collaborating Partners

Liaise with Provincial Communities of Practice re: Ontario Health Teams

- Keep apprised of provincial Ontario Health Teams developments and requirements
- Engage with provincial communities of practice on Ontario Health Teams, including design, implementation and best practices

Systems Planning

- Perform HPA-OHT system planning, analytics and population health management using Integrated Decision Support (IDS) and other data analytics tools as an agent of the OHT Members

SCHEDULE H

DISPUTE RESOLUTION

If a dispute, controversy or claim arises between the OHT Members relating to this Agreement, or the breach thereof, the OHT Members agree to the following dispute resolution procedure:

- (a) submit the dispute to the Implementation Committee for resolution, who shall acting in good faith seek to resolve the dispute in an amicable and constructive manner. The Implementation Committee shall determine the process that shall be followed in resolving such dispute, but shall provide all OHT Members involved in such dispute with reasonable opportunity to present their evidence and arguments;
- (b) if the Implementation Committee is unable to successfully resolve the dispute or conflict, within thirty (30) days of reference to them, any party to the dispute may at any time thereafter refer the matter to arbitration;
- (c) any dispute that is submitted to arbitration shall be dealt with in accordance with the following requirements:
 - (i) the party seeking to initiate arbitration shall give written notice thereof to the other parties and shall set forth a brief description of the matter submitted for arbitration;
 - (ii) within ten (10) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
 - (iii) in the event that the parties cannot agree upon a single arbitrator within the period set forth above, then the parties agree to accept an arbitrator appointed by a judge of the Superior Court for the Province of Ontario;
 - (iv) any arbitration conducted pursuant to this Agreement shall take place in Huron Perth and Area and the parties shall meet with the arbitrator, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of an award by the arbitrator. The parties shall request that the arbitrator provide its decision on the matter in issue within ninety (90) days of the appointment of the arbitrator;
 - (v) the decision of the arbitrator in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties;
 - (vi) the costs of the arbitrator, shall be borne between the parties in the manner specified in the arbitrator's decision or, in the absence of any direction by the arbitrator, such costs shall be borne equally; and
 - (vii) except as modified by this Agreement the provisions of the *Arbitration Act, 1991* (Ontario), as amended from time to time, shall govern the arbitration process.
- (d) While the dispute resolution process is ongoing under this Schedule G, the Implementation Committee may, in its discretion, impose an interim solution as

may be required for the continued and smooth operation of the HPA-OHT and any Project Plans, and such interim solution shall be binding on all OHT Members until a final decision is reached in relation to such dispute.

OHT MEMBER - ENROLLMENT FORM

HURON PERTH AND AREA ONTARIO HEALTH TEAM

For good and sufficient consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned hereby agrees to become an OHT Member of the Huron Perth and Area Ontario Health Team and party to the attached Collaboration Agreement with an effective date of April 1, 2022 (the “**Collaboration Agreement**”), among the parties listed in Schedule A thereto, entitled to all of the rights and subject to all of the liabilities and obligations imposed upon said OHT Member under the Collaboration Agreement as if the undersigned were an original signatory to the Collaboration Agreement.

On execution of this Enrollment Form, the OHT Member shall be added to Schedule A of the Collaboration Agreement listing all OHT Members and their addresses for notice as follows:

Name of Organization	Address for Notice	Sector Designation

Contacts [Name/Title]	Email / Phone #
Primary Contact:	
Alternate Contact:	
Governance Contact:	

IN WITNESS WHEREOF this Enrollment Form, has been entered into by the OHT Member on this ____ day of _____, 20__.

[illegible]

[INSERT LEGAL NAME OF OHT MEMBER]

Name:

Title:

Name:

Title:

I/We have the authority to bind

**COLLABORATING PARTNER - STATEMENT OF INTENT
HURON PERTH AND AREA ONTARIO HEALTH TEAM**

Name of Organization/Provider: _____

Address: _____

Primary Contact:

Name and Title: _____

Email address: _____

Telephone number: _____

I declare the intent of the named Organization/Provider to collaborate, affiliate and/or coordinate service with the Huron Perth and Area Ontario Health Team (HPA-OHT) as a Collaborating Partner, and to actively support the plans and priorities of the HPA-OHT and provide input to the HPA-OHT when requested.

I acknowledge that my role as a Collaborating Partner of the HPA-OHT will be subject to approval by the HPA-OHT Implementation Committee and may be subject to such other agreements, documents or policies as determined by the Implementation Committee from time to time.

I consent to the use of the named Organization/Provider's tradename or trademark in any materials related to the HPA-OHT referring to Collaborating Partners.

**[INSERT LEGAL NAME OF
COLLABORATING PARTNER]**

Name of Organization/Provider

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Darcy Drummond, Recreation Manager
Date of Meeting:	28 June 2022
Subject:	DCS 32-2022 Racket Courts

PURPOSE

This report presents a recommendation from the Recreation and Leisure Advisory Committee to implement a cost recovery model for the Town's racket Courts. This recommendation has been made by the committee to ensure that the racket courts follow similar operational practices as other outdoor recreational sport facilities owned by the Town of St. Marys.

RECOMMENDATION

THAT DCS 32-2022 Racket Courts be received;

THAT Council approve moving to a cost recovery approach for the racket court operations through the implementation of "exclusive use" fees while maintaining free of charge public drop-in opportunities; and

THAT Council direct staff to work with the two local racket clubs to review possible fee structures and to develop a usage schedule that balances the need for "exclusive use" time and public use time; and

THAT staff report back to Council with a fee recommendation during the annual Fee By-law review.

BACKGROUND

The courts located at 425 Water Street South were resurfaced in the Fall of 2014 thanks to the fundraising efforts of local community members, many of whom are apart of the Tennis Club, a Trillium grant, and financial support from the Town. During the resurfacing, tennis was the only use for the four courts, however, in recent years the sport of pickleball has gained traction and as a result, two of the courts have transitioned into dual purpose use. In 2019 the Pickleball Club provided funding for pickleball lines to be painted on each of the north courts, resulting in 2 pickleball courts for community use. With additional lines painted in 2021, the two north courts can now accommodate either 2 tennis courts or 4 pickleball courts, as two pickleball courts fit into the space of one tennis court and its surrounding area.

The community can access the courts on a first come first serve basis, free of charge, outside of the designated time granted to each of the racket court clubs (Tennis and Pickleball). The designated time provided to both clubs (Monday – Thursday 7pm-9pm), is also free of charge. In 2019 as part of the core services review as approved by Council, the Town implemented a daily charge of \$25 per court for tournaments. At present, tournaments are the only revenue stream for the courts with 1-2 tournaments booked in a year.

The operating cost of the courts can vary year over year depending on the maintenance required. Staffing costs for the court season (set up, upkeep, and closing of the facility), is just over \$5,000.00 per year. The maintenance and repair costs to the courts fluctuates, but it is necessary to maintain the

quality and longevity of the Town asset and enables the clubs to offer a quality program. In the last 6 months the Town has invested \$7,390 with another \$4,000 slated for this year. Beyond these costs, the Asset Management Plan has earmarked fence repairs next year and resurfacing in the next 5-8 years for \$10,000.00 and \$36,550.00 respectively.

REPORT

In 2017 as part of the Recreation and Leisure Master Plan, a population-based needs analysis was completed. As part of this it was determined that one tennis/pickleball court is required per 4,000 to 6,000 residents. Based on this data, we have sufficient courts to meet the needs of the community. The report further recommended that the ability for open play remain so that participants can drop in and play the sport at their leisure. Providing more unstructured programs can facilitate opportunities to participate as casual drop-in activities are often highly desirable. People with busy schedules are increasingly seeking spontaneous, non-programmed forms of activities to fit into their schedules, rather than committing to regularly scheduled programs.

Currently, the two local racket clubs utilize all four courts during their designated evenings time throughout the week (Monday – Thursday 7pm -9pm). Clubs are not charged for their designated time and the public is restricted from accessing the courts during these timeframes. There is “unofficial” regularly promoted play by each club outside of these dedicated times. This additional time could indicate there is either a need for more time on the courts for the clubs, or that members of the clubs may not be able to make the designated time. Although both clubs are willing to move for non-members to play on the courts during the unofficial regularly planned play, the public rarely attends during these times.

Staff support the desire for club growth and recognize both sports have seen a rise in membership, yet staff also understand the value of public drop-in opportunities while operating the courts in a sustainable way. At this time, both clubs have been denied their request to increase their exclusive designated time for 2022. Staff have investigated a cost recovery philosophy (Appendix 1) to have it in place prior to exploring the requests for increases to exclusive use which impacts public drop-in opportunities. Further, as the courts are used more, wear and tear will increase which increased operational costs, and ultimately may impact the lifespan of the asset.

In the Recreation Master and Leisure Plan (RLMP) supporting direction was put forward including:

- Fiscal Sustainability in Recreation and Leisure Services- cost recovery for user groups to a minimum of 50% of annual operating budget
- Develop a policy on core and non-core services and levels of service
- Articulate the costs to provide individual units of service to develop an equitable and fair-minded pricing policy

Because of this direction, staff developed a cost recovery philosophy as approved by Council in 2019. This philosophy represents a decision to generate revenues by setting fees for users to utilize facilities. When developing a cost recovery philosophy, the facility sets the targeted percentage of cost recovery for each service according to a variety of considerations. The recovery may range from 100% of direct costs, to 0% depending on where it falls on the continuum of core vs non-core services. Cost recovery can be supported by user fees, or other applicable funding mechanism such as grants, partnerships, donations, sponsorships, volunteers, or other alternative funding sources exist. Essentially, a cost recovery philosophy determines the level of tax levy subsidy that is appropriate for a program, which ultimately becomes the community’s investment in a recreation service.

A cost structure for court sports varies from municipality to municipality and from court to court. Several centres have private courts that clubs operate out of, where other centres have partnerships and cost recovery structures with clubs balanced with free of charge drop-in opportunities for the public/non-members. Using the cost recovery model as approved by Council in 2019, if implemented in St. Marys

user fees would be established using the prescribed methodology as based on the costs to run the courts. This methodology will also consider allocation of utility costs, operational/maintenance costs, staffing costs, capital/project costs and administrative costs.

Option 1- Free use of Racket Courts

That the racket courts remain free regardless of exclusive or drop-in use, with exception of tournaments. This option provides a limited revenue stream to offset the ongoing operating and maintenance costs, and the capital investments required to maintain the asset.

This option would not be the preferred option as it does not meet the cost recovery methodology as approved by Council.

Option 2-Cost Recovery Approach

This option would allow free play for the resident that would like unstructured play/casual drop-in and would also allow clubs exclusive use. The unstructured play/casual drop-in would be at no charge, whereas exclusive use fees would apply when the courts are booked. Fees will be developed using the core services review and implementing the cost recovery approach as approved by Council. There are a variety of fees charged for all programs/services offered within the Community Services Department, and this option would align the operational practices of rackets courts to other outdoor facilities owned by the Town of St. Marys.

This option meets the recommendations as set out in the RLMP along with the cost recovery methodology as approved by Council.

FINANCIAL IMPLICATIONS

Option 1- Free use of Racket Sports

The operating and maintenance costs would continue to be supported through the tax base. The average 5-year operational cost is \$8,000. As the courts age there is an increased potential for additional investments required to maintain the asset. Capital investments are estimated at \$46,550.00 within the next 8 years.

Option 2-Cost Recovery Approach

As this would fall as an individual/community benefit on the methodology pyramid/cost recovery model, the funding would be primarily user fees with some taxes designated to offer this service. Staff would complete a full cost recovery exercise for this activity before fees are fully set. Capital costs and unexpected maintenance would continue to be incurred by the Town, and potential fundraising efforts by community members

SUMMARY

Recreation and leisure services play an important role in advancing community health and well-being. All our services are delivered with this in mind while recognizing that recreation and leisure investments in St. Marys must work within the financial resources that are available. Both the RLMP along with the cost recovery methodology are in place to effectively prioritize and provide a consistent approach in how fees are set.

Currently, the racket courts are fully supported through the tax levy. This practice is inconsistent with the cost recovery methodology as approved by Council in 2019. Applying a cost recovery philosophy to the racket courts would align with the RLMP and the operational practices of other outdoor sport facilities owned by the Town of St. Marys.

At the June 9, 2022, Recreation and Leisure Advisory Committee this report was presented and approved by the committee with the following recommendations:

Moved by: Candice Harris

Seconded by: Cheslea Coghlin

THAT DCS 28-2022 Racket Courts be received; and

THAT the Recreation and Leisure Advisory Committee endorses the development of a cost recovery approach for the racket court operations through the implementation of exclusive use fees while maintaining free of charge public drop-in opportunities; and

THAT the committee recommend to Council that staff work with the two local racket clubs to review fee structure and allocated time to balance public use with club use.

CARRIED

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #3 Balanced Growth:
 - Outcome: Scale-based demographic growth & targeted immigration and Youth Recruitment and Retention Strategy
 - Tactic(s): Establish proper operational practices to maximize a quality lifespan of the asset to ensuring adequate opportunities for the community. Structure a balance of club use and public use and promote and market lifestyle of wellness to attract and retain residents.
 - This initiative is also supported by the Recreation and Leisure Master Plan:
 - Recommendation 11 – Develop a policy on Core and Non-Core Services and level of services in concert with community groups.
 - Recommendation 12 -Articulate the costs to provide individual units of service to develop an equitable and fair-minded Pricing Policy.

OTHERS CONSULTED

Douglas LaPointe, Recreation Operations Manager

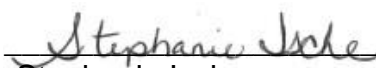
ATTACHMENTS

Cost Recovery Methodology

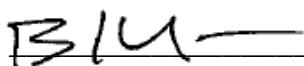
REVIEWED BY

Recommended by the Department

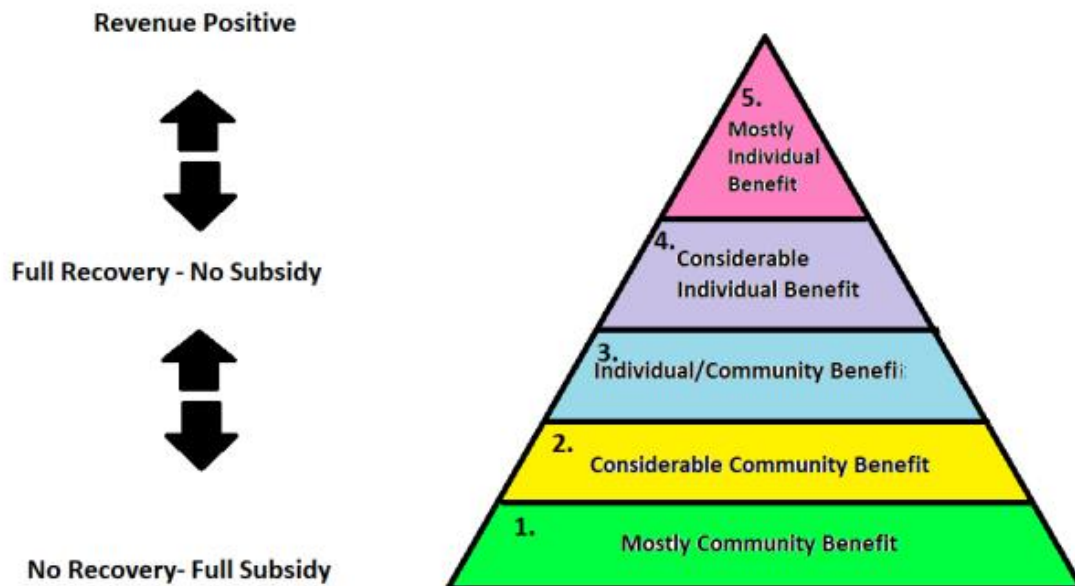

Darcy Drummond
Recreation Manager


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer

The Pyramid Methodology below was adopted to categorize each program and service currently offered. This model is intended to target cost recovery levels and account for all direct and indirect costs, while working toward increasing the cost recovery of many services.



- 1. Mostly Community Benefit**—include community parks, trails system, splash pad, ability to visit facilities on an informal basis, playgrounds, support services etc.
- 2. Considerable Community Benefit**—Facility and park use, therapeutic recreation program and services, recreation leagues, etc.
- 3. Individual/Community Benefit**—camps, after school programs, beginning level instructional, programs and classes, teen programs, tournaments etc.
- 4. Considerable Individual Benefit**—trips, advanced level classes, competitive leagues, etc.
- 5. Mostly Individual Benefit**—private lessons, facility rentals, canteen, restaurant services etc.

Appendix 1

Ultimately, the following matrix was developed to guide the assignment of cost recovery by benefit type:

Who Benefits	Type of Service	Funding Model/Targets
1. Mostly Community Benefit	Public	100% from taxes/significant tax funds, Grants, other Funding (ex: Government)
2. Considerable Community Benefit	Public but some Individual	Primary taxes and some user fees
3. Individual / Community Benefit	Public/Individual	Primary user fees and some taxes
4. Considerable Individual Benefit	Individual but some Public	100% User Fees/significant user fees
5. Mostly Individual Benefit	Individual	100% User Fees/revenue generation

PROCUREMENT AWARD

To:	Mayor Strathdee and Members of Council
Prepared by:	Doug LaPointe, Recreation Operations Manager
Date of Meeting:	28 June 2022
Subject:	DCS 33-2022 Teddy's Field Lights Replacement

PROJECT DETAILS

Installed in 1968, the light stands at Teddy's Field are well overdue for replacement. Electrical service contractors have noted during light bulb and ballast changes that the light fasteners are in poor shape and there is risk of a light falling to the ground below due to rotten wood at the anchor points. To extend the life of the light poles, the lights have already been lowered once by cutting wood to make the light fixtures more secure. Also, the metal halide bulbs cost significantly more to operate and maintain than LED replacements.

Replacement lights will significantly improve playing experience as two light stands will be relocated to the outside of the outfield fence to improve light coverage in the outfield. They include a 10-year limited warranty.

RECOMMENDATION

THAT DCS 33-2022 Teddy's Field Light Replacement report be received; and,

THAT the procurement for the replacement of the lights and stands at Teddy's Field be awarded to Forman Electric Ltd. for the procured price of \$162,856.53, inclusive of a taxes and contingencies; and,

THAT Council consider By-Law 69-2022, authorizing the Mayor and the Clerk to sign the associated agreement.

PROCUREMENT SUMMARY

A procurement document was administered for the above noted project. The following is a summary of the procurement results, as well as a recommendation for a successful proponent:

Procurement Information	Details and Results
Procurement Title:	RFT-DCS-21-2022
Tender Closing Date:	Wednesday, May 25, 2022
Number of Bids Received:	Two (2)
Successful Proponent:	Forman Electric Ltd.
Approved Project Budget:	\$175,000.00
Cost Result – Successful Bid (Inclusive of HST):	\$162,856.53
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$144,120.82
Project Over-budget (Net of HST)	Under Budget

The procurement document submitted by Forman Electric Ltd. was found to be complete, contractually acceptable, and ultimately provided the best value for the municipality. As such, staff recommends award of the project to Forman Electric Ltd.

FINANCIAL IMPLICATIONS

The funding sources for the above noted project are as follows:

General Capital Reserve (budgeted)	\$162,856.53
Total	\$162,856.53

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #1 Infrastructure – Developing a comprehensive and progressive infrastructure plan.
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between regular maintenance and replacement of assets.

OTHERS CONSULTED

André Morin, Director of Corporate Services / Treasurer

ATTACHMENTS

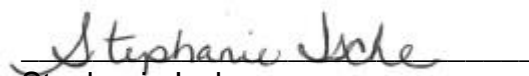
1. Bid Summary
2. Light Specifications

REVIEWED BY

Recommended by the Department

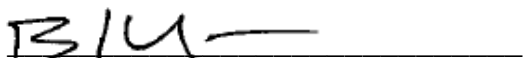


Doug La Pointe
Recreation Operations Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

VENDOR OPENING SUMMARY SHEET

CONTRACT NO: DCS-21-2022-RFT

TITLE: Teddy's Field Light Replacement

MOC May 25 2022 2:30 PM

NO	VENDOR	DATE	TIME	AMOUNT	Site Visit
1	Acuity Brands Lighting				
2	Clark Multi-Trade Contractors Inc.				
3	ERTH (Holdings) Inc.				
4	Forman Electric	May 25/22	11:02am	162,856.53	Yes
5	Hastings Utilities Contracting Ltd.				
6	Motion Electrical Contracting Ltd.				
7	Neptune Security Services Inc.				
8	OES-Inc.				
9	Pfaff Electric Ltd.	May 25/22	1:38pm	200,016.00	Yes
10	Texo Terra Contracting Ltd.				
11	Think Green Solutions				
12	Wharton Sales Company Lighting System				
	Opened By: <i>[Signature]</i>				
	Recorded By: <i>[Signature]</i>				

 4674 Blake Road, Unit 136, London ON N6L 1G7	Description : KSL2-IN-N3-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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SPARTAN
SPORTS LIGHTING

STRATOS

INTEGRAL DRIVER SPORTS LIGHT

At the heart of the Spartan Sports Lighting Assembly is the robust STRATOS Sports Light. With superior performance, custom engineered optics, and multiple wattages, the STRATOS Sports Light delivers uniform light levels across the field of play, ensuring the best player and fan experience.

Coupled with a pre-aimed mounting knuckle, an integral driver box, and an entirely internal wiring design, the STRATOS Sports Light creates a clean solution that is easy to install for any sports field application.




PRODUCT FEATURES

- Proprietary Spartan optics delivering 129-138 lm/W
- Includes a factory aimed mounting knuckle
- Integral driver enclosure
- Robust die cast aluminum housing and knuckle
- Multiple light control options
- Standard 10 year warranty
- ETL Certified

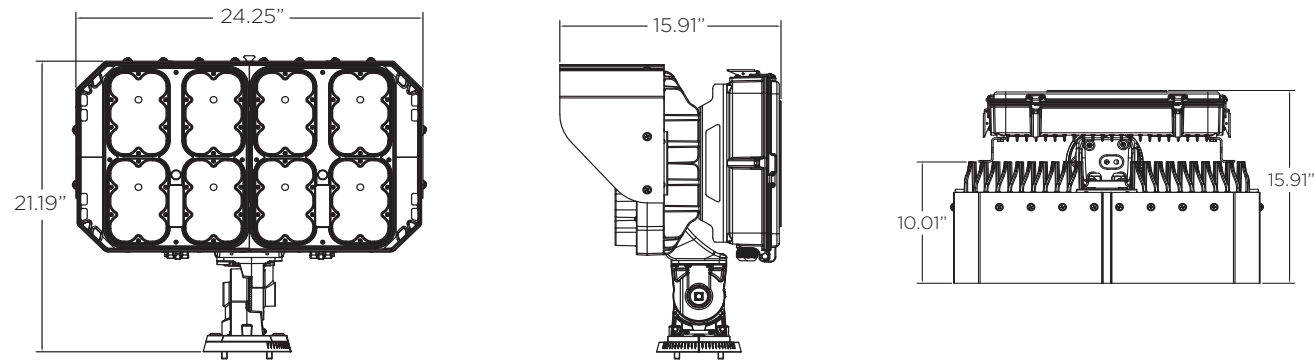
450W, 600W, 750W, 1000W
Replaces up to a 2000W
Metal Halide Fixture

Note: KSL2-IN version shown

 4274 Blake Road, Unit 136, London ON N6L 1P7	Description : KSL2-IN-N3-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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PRODUCT DIMENSIONS

STRATOS INTEGRAL



HOW TO ORDER

Series	Optics	Line Voltage	Paint Color	Aiming
STRATOS KSL1 (1000W, 750W) KSL2 (600W, 450W)	N3 - NEMA 3 N4 - NEMA 4 N5 - NEMA 5	240V 347V 480V	BK - Black GY - Gray *Custom colors available upon request	Laser (1 per assembly) * leave blank if not required.

KLS2	-	IN	-	N3	-	600W	-	240	-	57K	-	BK	-		-	
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Driver	Wattage	CCT	Control Options
R - Remote IN - Integral	1000W 750W 600W 450W	4K - 4000K 5.7K - 5700K	DIM - Dim-to-Off * leave blank if not required

PERFORMANCE DATA

	KSL2		KSL1	
	STRATOS 450	STRATOS 600	STRATOS 750	STRATOS 1000
Efficacy	138 lm/W	131 lm/W	139 lm/W	132 lm/W
System Wattage	450W	600W	750W	1000W
Input Voltage	120-277V or 347-480V			
CRI (Color Rendering Index)	>70			
CCT	4000K or 5700K			
Optics	NEMA 3, NEMA 4, or NEMA 5			
Effective Projected Area (EPA)	1.95 sq. ft.		2.9 sq. ft.	
Approximate Weight	60 lbs *		92 lbs	
Surge Protection	20kV / 10kA			
Certification	ETL Certified			
IP Rating	IP66			

* KSL2 Weight is based on pre-production engineering calculations and are subject to change based on final production.

 4674 Abshire Road, Unit 136, London ON N6L 1S7	Description : KSL2-IN-N3-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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PRODUCT SPECIFICATIONS

STRATOS INTEGRAL

Engine

Light engine shall include an array of 24 or 48 solid state emitter clusters. The emitters shall be mounted to a single, or dual, metal core circuit board assembly. The LEDs and circuit boards shall then be mounted to a high-performance heat sink to provide dynamic airflow for cooling the system.

Optics

External light control shall consist of high precision refractive lenses mounted above the LED emitter arrays in such a way to achieve optimum control. The lenses shall distribute light to comply with a NEMA 3, NEMA 4, or NEMA 5 beam pattern.

Housing

The fixture shall consist of a cast aluminum alloy housing, enclosing the engine and manufactured with adequate thickness to give structural rigidity. The housing is available with a cast laser mount for individual fixture tilt and orientation aiming. A formed aluminum spill shield is also included as a standard option.

Mounting

Mounting knuckle shall consist of an aluminum alloy structure. The aiming range shall consist of a 90° vertical tilt with interlocking cast teeth and a 360° horizontal rotational range on a degree marked mounting plate. Lights to be factory aimed to arrive on-site ready for installation. A locking clip shall also be provided to secure the fixture and knuckle to the mounting plate during installation.

Driver

The LED universal dimmable driver will be class I and capable of 120-277V or 347-480V input voltage, greater than 0.96 power factor, and less than 20% total harmonic distortion. The case temperature of the driver can range from -40°C up to 75°C. Each LED system comes with standard surge protection designed to withstand up to 20kV/10kA of transient line surge. An in-line ferrite choke is utilized to provide protection against EFTs. The driver assembly will be mounted in a NEMA 4X rated driver enclosure on the back side of the light.

Control

Dim-to-off controls are available on individual fixtures or used as full pole assembly shutoffs. A pre-programmed tablet or multi-button switch box is available per site.

Photometrics

Fixtures are tested to IESNA LM79 specifications. These reports are available upon request.

Chromaticity

High output LEDs come standard at 4000K & 5700K (+/- 300K) with a minimum nominal 70 CRI.

Lumen Maintenance

Reported (TM21) and Calculated (L70) reports are available upon request with a minimum calculated value of 100,000 hours.

Wiring

All internal fixture power cables shall be completed so that it will be necessary only to attach the incoming supply connectors to Mate-N-Lok connectors. Internal wire connectors shall be crimp connector only and rated at 1000V and 150°C. All wiring to be CSA certified and/or UL listed, type SFF-2, SEWF-2, or SEW-2 No. 14 gauge, 150°C, 600V, and color coded for the required voltage.

Thermals

Fixtures tested to DOE sanctioned standards to determine the maximum in-situ solder-point or junction-point temperatures of the LED emitters. This report is available upon request.


Finish

Housing is finished with a 13 step KingCoat™ super durable polyester TGIC powder coat. The standard finish is textured black. Other color options available upon request.

WARRANTY

The STRATOS Sports Light comes with a 10 year limited warranty.

Note: Some values (EPA, Weight, Size, Ratings, etc.) are based on pre-production engineering calculations and are subject to change based on final production run testing.

 4674 Blake Road, Unit 136, London ON N6L 1G7	Description : KSL2-IN-N4-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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SPARTAN
SPORTS LIGHTING

STRATOS

INTEGRAL DRIVER SPORTS LIGHT

At the heart of the Spartan Sports Lighting Assembly is the robust STRATOS Sports Light. With superior performance, custom engineered optics, and multiple wattages, the STRATOS Sports Light delivers uniform light levels across the field of play, ensuring the best player and fan experience.

Coupled with a pre-aimed mounting knuckle, an integral driver box, and an entirely internal wiring design, the STRATOS Sports Light creates a clean solution that is easy to install for any sports field application.




PRODUCT FEATURES

- Proprietary Spartan optics delivering 129-138 lm/W
- Includes a factory aimed mounting knuckle
- Integral driver enclosure
- Robust die cast aluminum housing and knuckle
- Multiple light control options
- Standard 10 year warranty
- ETL Certified

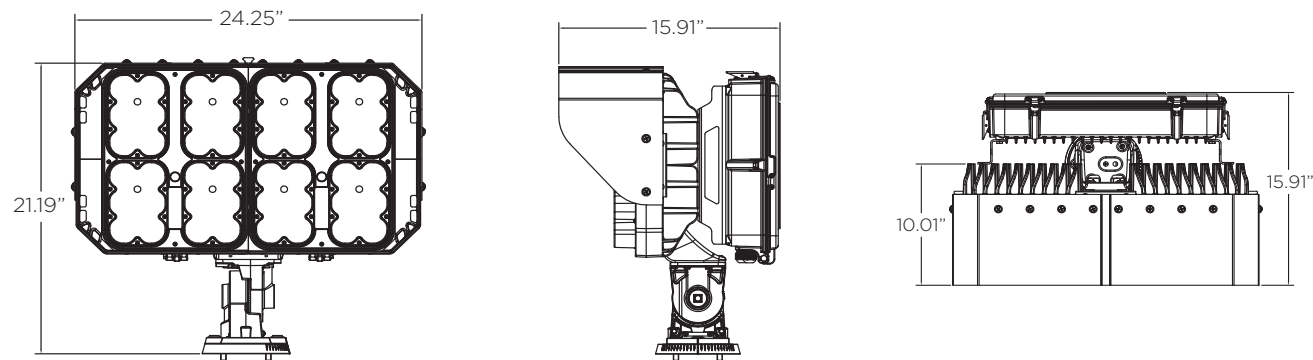
450W, 600W, 750W, 1000W
Replaces up to a 2000W
Metal Halide Fixture

Note: KSL2-IN version shown

 4274 Blake Road, Unit 136, London ON N6L 1P7	Description : KSL2-IN-N4-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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PRODUCT DIMENSIONS

STRATOS INTEGRAL



HOW TO ORDER

Series	Optics	Line Voltage	Paint Color	Aiming
STRATOS KSL1 (1000W, 750W) KSL2 (600W, 450W)	N3 - NEMA 3 N4 - NEMA 4 N5 - NEMA 5	240V 347V 480V	BK - Black GY - Gray *Custom colors available upon request	Laser (1 per assembly) * leave blank if not required.


KLS2	-	IN	-	N4	-	600W	-	240	-	57K	-	BK	-		-	
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Driver	Wattage	CCT	Control Options
R - Remote IN - Integral	1000W 750W 600W 450W	4K - 4000K 5.7K - 5700K	DIM - Dim-to-Off * leave blank if not required

PERFORMANCE DATA

	KSL2		KSL1	
	STRATOS 450	STRATOS 600	STRATOS 750	STRATOS 1000
Efficacy	138 lm/W	131 lm/W	139 lm/W	132 lm/W
System Wattage	450W	600W	750W	1000W
Input Voltage	120-277V or 347-480V			
CRI (Color Rendering Index)	>70			
CCT	4000K or 5700K			
Optics	NEMA 3, NEMA 4, or NEMA 5			
Effective Projected Area (EPA)	1.95 sq. ft.		2.9 sq. ft.	
Approximate Weight	60 lbs *		92 lbs	
Surge Protection	20kV / 10kA			
Certification	ETL Certified			
IP Rating	IP66			

* KSL2 Weight is based on pre-production engineering calculations and are subject to change based on final production.

 4674 Abshire Road, Unit 136, London ON N6L 1S7	Description : KSL2-IN-N4-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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PRODUCT SPECIFICATIONS

STRATOS INTEGRAL

Engine

Light engine shall include an array of 24 or 48 solid state emitter clusters. The emitters shall be mounted to a single, or dual, metal core circuit board assembly. The LEDs and circuit boards shall then be mounted to a high-performance heat sink to provide dynamic airflow for cooling the system.

Optics

External light control shall consist of high precision refractive lenses mounted above the LED emitter arrays in such a way to achieve optimum control. The lenses shall distribute light to comply with a NEMA 3, NEMA 4, or NEMA 5 beam pattern.

Housing

The fixture shall consist of a cast aluminum alloy housing, enclosing the engine and manufactured with adequate thickness to give structural rigidity. The housing is available with a cast laser mount for individual fixture tilt and orientation aiming. A formed aluminum spill shield is also included as a standard option.

Mounting

Mounting knuckle shall consist of an aluminum alloy structure. The aiming range shall consist of a 90° vertical tilt with interlocking cast teeth and a 360° horizontal rotational range on a degree marked mounting plate. Lights to be factory aimed to arrive on-site ready for installation. A locking clip shall also be provided to secure the fixture and knuckle to the mounting plate during installation.

Driver

The LED universal dimmable driver will be class I and capable of 120-277V or 347-480V input voltage, greater than 0.96 power factor, and less than 20% total harmonic distortion. The case temperature of the driver can range from -40°C up to 75°C. Each LED system comes with standard surge protection designed to withstand up to 20kV/10kA of transient line surge. An in-line ferrite choke is utilized to provide protection against EFTs. The driver assembly will be mounted in a NEMA 4X rated driver enclosure on the back side of the light.

Control

Dim-to-off controls are available on individual fixtures or used as full pole assembly shutoffs. A pre-programmed tablet or multi-button switch box is available per site.

Photometrics

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Chromaticity

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WARRANTY

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 4474 Blake Road, Unit 136, London ON N6L 1G7	Description : KSL2-IN-N5-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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STRATOS

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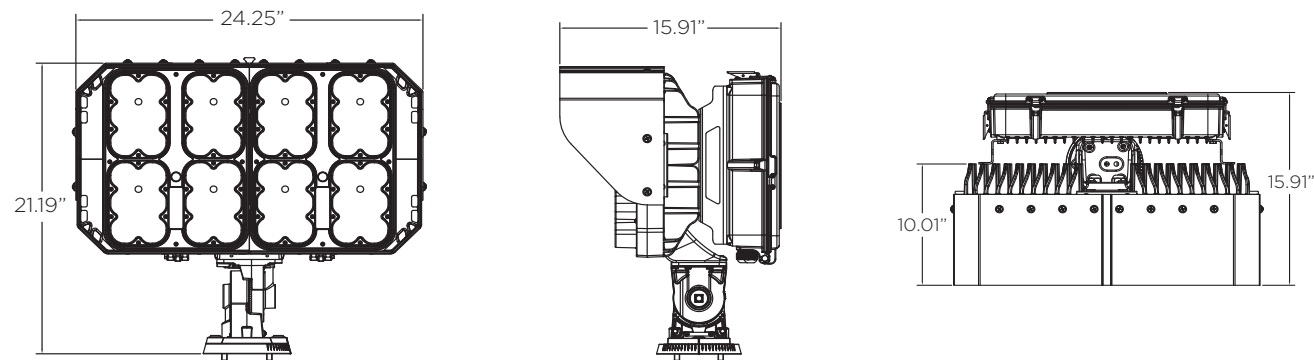
450W, 600W, 750W, 1000W
Replaces up to a 2000W
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Note: KSL2-IN version shown

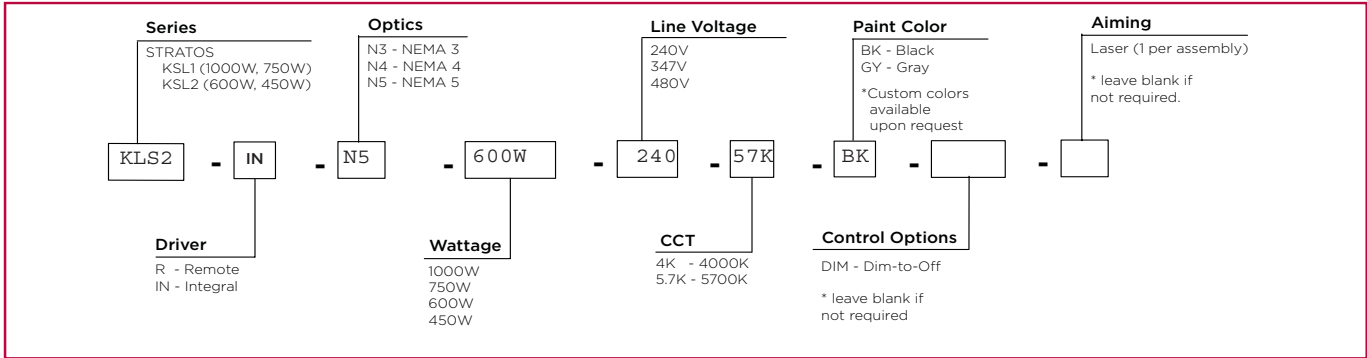
 4274 Blake Road, Unit 136, London ON N6L 1P7	Description : KSL2-IN-N5-600W-240-57K-BK Project Name: TEDDY'S FIELD ST. MARYS Notes:	TYPE:
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FORMAL REPORT

To: Mayor Stratthdee and Members of Council

Prepared by: Doug LaPointe, Recreation Operations Manager

Date of Meeting: 28 June 2022

Subject: **DCS 34-2022 Ice Allocation Policy**

PURPOSE

The purpose of this report is to update the Ice Allocation Policy.

RECOMMENDATION

THAT DCS 34-2022 Ice Allocation Policy report be received; and

THAT the amended Ice Allocation Policy be approved, and the operating changes take effect for the 2022-2023 ice season.

BACKGROUND

The Town established an ice allocation procedure in 2011 shortly after the addition of the second ice pad. An ice allocation policy addresses the demand and supply of ice, the changing demographics and the successful ongoing management of this service. The objectives of this policy are to:

- Establish a fair, transparent, consistent and equitable process for facility allocation, distribution and management in a fiscally responsible manner.
- Ensure that the town's ice facilities are used for the benefit of the entire community.
- Recognize the need for flexibility to effectively respond to changing needs and demands for facility.
- Balance the needs of user groups, casual participants, and those of the town as a whole.

The following guiding principles will be considered with implementing and/or interpreting this policy:

- Efficiency: this policy is to ensure an effective, efficient, and proper use of facility and ice pads.
- Demand: ice allocation will consider both the demand and supply of ice taking into account user groups number of participants in groups requesting ice time.
- Safety: safety issues will be considered when allocation and scheduling ice time to groups.
- Diversity; consideration will be given to a balanced and wide range of leisure and sport opportunities:
- Development: consideration will be given to accommodating learning and educational opportunities, in recognition of the town's important role in sport and leisure development.

The policy applies to all groups or individuals renting ice for the purpose of recreational, educational, athletic or social activities. The Director of Community Services or their designate is responsible for managing, allocating and distributing ice on an annual basis reflecting the policy.

The policy is reviewed annually by staff but has remained similar for many years. However, following the development of the Recreation and Leisure Master Plan, there was a recommendation to look at ways to maximize revenue opportunities by encouraging greater use of available ice, particularly during shoulder and weekend use. It was further identified that other strategies may need to be reviewed.

At the November 26, 2019, Council meeting Council approved amendments to the Ice Allocation policy that aligned the policy with the recommendations of the Recreation and Leisure Master Plan. These amendments were reflective of cost savings decisions made by Council during the 2019 Service Delivery Review. These changes were to take effect for the 2020-2021 ice season.

The most significant changes as approved by Council included:

- One ice pad opens for rentals beginning in Mid-August, second ice pad opens for rentals beginning in Mid-September.
- First ice pad to be removed on or near March 31st; second ice pad remains in as long as there are 30 hours rented concurrently each week, and/or all minor and junior league playoffs have been completed.
- No Body Contact (NBC) Tournament be moved from the Easter Weekend to another long weekend during the year (Thanksgiving or Family Day).

However, as the pandemic started in March 2020, the amended Ice Allocation policy has not had a full year in operation.

REPORT

Policies are reviewed annually to ensure they are consistent and effective. Coming out of the pandemic many of our services and programs are needing modifications to the way staff operate to meet the needs of our residents.

When reviewing the Ice Allocation Policy as we come out of the pandemic there were a few modifications that need to be changed to meet the new normal.

1. The first change pertains to spring ice. In March 2022 staff brought before Council a report to extend spring ice until the end of April. Based on operations this spring, and moving forward, staff are recommending this extension continue. What that means is ice will remain in until April 30 as opposed to the original date of March 31. Based on the demand observed in the Spring of 2022, staff are proposing to keep both ice pads installed until April 30th. All prime-time hours of ice were sold in April of 2022, with excess demand turned away. In addition, this approach ensures that the annual NBC tournament is not affected.

In terms of April ice rates, the “prime time” rates would remain in effect until all associations have concluded their sanctioned seasons and regular bookings. The shoulder rate would be applied for all April bookings after their sanctioned seasons are completed.

If ice is requested after April 30th, the policy requires that at least 30 hours of ice per pad per week must be paid for ice to remain in. After April 30th, higher summer ice rates would apply to offset the higher operating costs that we begin to experience as the weather warms.

2. Staff changed the dates that the clubs need to submit what they require for ice to later in the year to August 1. This is to assist with scheduling and gives the associations more time to determine what they need for the total hours of ice in the upcoming season. The date was chosen because it is after the conclusion of their respective registrations which typically occur in spring. By changing these dates, it allows the associations to develop more accurate ice requests with

less adjustments needed later on, creating efficiencies for staff responsible for inputting schedules.

3. The No Body Contact (NBC) Tournament would return to their traditional Easter Weekend which is in either March or April, but changes yearly. With ice being certain until the end of April, this means their tournament will always be when ice is in.
4. This adjustment would also allow for the Lincoln's to plan for their annual spring camp to be held at the PRC, as the dates for camp are outlined by the Greater Ontario Western Hockey League and take place at the end of April.

FINANCIAL IMPLICATIONS

None

SUMMARY

As this policy is only changing slightly. The impact of this change will affect the way in which users schedule ice as they will have the month of April for tryouts and play-offs. The policy as updated would continue to be in line with other similar municipalities, and follow the Recreation and Leisure Master Plan, the PRC Business Plan, and the Town Strategic Plan, which have all been previously approved by Council.

STRATEGIC PLAN

This initiative is supported by the following priorities, outcomes, and tactics in the Recreation and Leisure Master Plan primarily as it relates to the sale of additional ice.

Recommendation #32

To maximize revenue opportunities by making efficient use of the Town's ice pads by encouraging greater use of available ice, particularly during the shoulder and weekend hours. Other strategies may include, but not limited to, promoting drop-in skating programs during available prime time hours on the weekend and co-ordinating blackout periods with user groups to ensure that it does not negatively impact playing schedules.

OTHERS CONSULTED

N/A

ATTACHMENTS

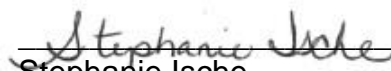
Ice Allocation Policy

REVIEWED BY

Recommended by the Department

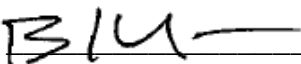


Doug LaPointe
Manager of Recreation Operations



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



Ice Allocation Policy

1.0 Purpose:

The Town of St. Marys has a Recreation and Leisure Master Plan that promotes a range of recreation opportunities for a range of individuals and groups. The Town reserves the exclusive right to set a fair and balanced schedule for all ice users and has the right to schedule and book as needed. This is to ensure all users and associations have access to the facility in a fair and equitable way, in line with the priorities and guidelines included in this policy.

The Town has an inventory of two ice pads.

The purpose of this policy is to:

- Clearly define and communicate how ice will be managed, allocated and distributed
- Serve as a guide for the ice allocation process
- Promote and encourage participation in ice sports to the overall benefit of the community.

The policy identified in this document establishes and clarifies the Town's responsibility for ice allocation, facility administration and its commitment to the management of:

- Fair and equitable ice allocation that maximizes use of the facility;
- Fiscally responsible ice facility operations;
- Processing of tournaments, special events and seasonal ice rentals;
- Special event management;
- General administration requirements;
- Facilitate opportunities for active and healthy lifestyles;
- Safe and accessible services for all people.

2.0 Ice Allocation Responsibility:

The Town of St. Marys has the responsibility to manage the allocation and distribution of ice on an annual basis to reflect population, registration, utilization and participant patterns. The Director of Community Services or their designate will be responsible for the implementation of the policies as outlined.



The Town of St. Marys Community Services Department will responsibly manage its ice resources to ensure optimum usage and programming, to reflect the goals of the Town's Strategic Plan and Recreation and Leisure Master Plan.

While the Town will aim to accommodate preferences, priority will be given to optimum use of available ice.

3.0 Prime and Non-Prime Ice

Ice is divided into prime and non-prime time based on typical demand levels according to the following table:

	Day	Non-Prime	Prime
Fall/Winter Ice			
	Monday to Friday	6:00 a.m. to 4:59 p.m.	5:00 p.m. to Close
	Saturday & Sunday	N/A	Open to Close
	Holidays	N/A	Open to Close

4.0 Ice Rental Fees

Fees for prime and non-prime ice use will be charged in accordance with the Town of St. Marys Fees By-Law.

Each user will be charged on a monthly basis according to the currently approved rates. Payments are to be made on a monthly basis.

5.0 Ice Bookings

Ice bookings must be for a minimum of one hour. Each hour-long ice booking includes 50 minutes of ice time and a mandatory 10-minute ice flood. Ice bookings that are longer than an hour may have more than one ice flood. All ice bookings will start on the hour, half hour, fifteen minute or forty-five-minute dependent on operational requirements as determined by the Town to avoid flood conflicts between the two pads as much as possible.

Customers must adhere to the start and end times of ice bookings as per the rental permit. Each ice booking period includes enough time for ice maintenance so that ice customers can start and finish on time.

When booking ice for tournaments, one (1) hour of contingency time must be booked at the end of each day of the tournament on each ice pad being used. Booking of

Procedure Name: Ice Allocation

Procedure #: HSW-

Issue Date: March 12, 2012

Rev #:

Revision Date: May 16, 2022

Page 2 of 10



contingency time may also be required during playoffs. Contingency time is required to accommodate schedule delays and game overtime. Customers must pay for contingency time even if it is not used.

6.0 Ice Allocation and Distributions

Ice will be allocated utilizing the following order of priority:

1. Municipal Programs
 - Defined as programs offered by the Town of St. Marys to provide an opportunity for community residents (open to the general public), to utilize our facilities through drop-in public skate/shinny hockey, public swim, camps, and other registered programs offered for the Town.
2. Special Events and Tournaments
 - Defined as those which bring recognition to, or increase the public profile of, the Town of St. Marys.
 - International, National, Provincial and Regional multi-sport/recreational event or event which are sanctioned by the appropriate governing body and which bring recognition to or increase the public profile of the Town of St. Marys.
3. Minor Youth and other Non-profit Youth Organizations within the Town
 - Defined as at least having 80% of the registered players being residents of the Town of St. Marys and Perth South and the primary purpose of the organization is to offer, and involve, individuals in recreation, athletic, cultural, or social activities. The Town reserves the right to ask for participant information to confirm this condition is met. The Town will not use this information for any other purpose.
 - One hundred percent of the participants must be 18 years of age or under prior to December 31st of that year's session and/or the age as outlined in the existing provincial or national governing bodies
4. Junior B St. Marys Lincolns
5. Schools
 - A publicly funded school or a "not-for-profit" school recognized by the Province of Ontario as an education institution, located in the Town of St. Marys within the areas subject to the Reciprocal Agreement
6. Adult Non-profit Organizations within the Town
 - Defined as at least having 80% of the registered players being residents of the Town of St. Marys and Perth South and the primary purpose of the



- organization is to offer, and involve, individuals in recreation, athletic, cultural, or social activities.
- The age of the participant is greater than that which qualifies as a youth organization
7. All other Town user groups
 - Defined as any use by an organization or individual where the purpose is to generate activity for the “public good” of the community or to generate funds which will be put to a “public good” in the community.
 8. Non-resident groups
 - Defined as any use by an organization or individual where organization, group, or individual does not reside or operate within the Town of St. Marys.
 9. Commercial Operations
 - Defined as private sector groups or individuals whose primary purpose in booking the facility is to make a profit.

7.0 Historical Precedent

It is recognized that it is advantageous to maintain a reasonable amount of consistency in ice time scheduling from year to year and therefore due consideration will be given to the allocation of ice according to previous years. Significant changes to ice allocation shall be based on significant changes to registration levels and composition or other emerging trends and needs.

8.0 Facility Allocation Time Schedule

- **Arena Ice (September through April)**

All information for ice usage September through April must be submitted as follows:

 - **By April 1st of each year**, the Community Services Department will determine the ice time required for public skating and Department programs for the September through April season and enter then into the draft schedule
 - **By August 1st of each year**, all ice user groups, including the Department, will be required to submit all requests for all tournaments and special events. These will be entered into the draft schedule. The Department will prioritize the requests according to the procedure, limiting the number of tournaments and special events if necessary, in order to establish a season of reasonable length for each organization.



- **By August 15th of each year**, the Department will finalize the tournaments and special events schedule, based on the allocation procedure. Organization will be given confirmation of their tournaments or special events.
- **By August 15th of each year**, all existing user groups will be required to submit their September through April ice requests, including the number of registered participants and teams. The Department will prioritize the requests according to allocation procedure and will enter these requests into the draft schedule. Organizations will be advised if a request cannot be accommodated.
- **By August 30th of each year**, the Department intends to have the ice allocation schedule finalized, based on the allocation procedure and contracts will be sent out to organizations. Contracts must be returned signed by the organization to the Department by **October 1**
- **By October 15th of each year**, all existing groups must confirm the number of registered participants and teams for that season. Based on these numbers, Town staff will review the season's ice allocation based on the procedure's allocation formulas. The Town reserves the right to re-distribute ice allocation if the number of registered participants and teams for that season are substantially different from the previous season's numbers.

9.0 Initial Implementation and Regular Rebalancing of Allocation

For the first three Fall/Winter ice seasons where this policy and procedures is applied, changes (both increase and decrease) in the amount of ice allocated to affiliated community organizations will be adjusted incrementally.

Once the initial implementation is complete, it is anticipated that the allocation process will result in minimal changes from year to year. This approach recognizes the importance of consistency and historical scheduling for ice customers.

Community interests and sport trends will also change over time. In order to respond to these changes, a comprehensive review of ice pad use and community demand will be undertaken every five years following full implementation of the policy, or more often as needed. This review may result in more significant changes than would typically occur during the standard annual allocation process. It may also result in changes to standards of play formulas, the amount of prime available to affiliated community organizations, or the prime time reserved for adult seasonal ice users, commercial ice users and occasional ice users.



The review will aim to rebalance ice allocation among ice customers to best meet needs and efficiently use the ice pads.

Ice customers will be provided with as much notice as possible of the review and opportunities to provide input. Advance notice will be given of schedule changes resulting from the review.

10.0 Cancellations

As per this policy, user groups are not permitted to have facility time booked that is intentionally unscheduled for use by the group. A user groups allocated time that goes unused a total of three weeks in a row will be reassigned. Any time that a user does not plan to use must be cancelled.

The applicant may return ice to the Municipality by providing two weeks written notice. The municipality may then in turn try and rent the ice; however, in the event this is not possible, then the applicant will be responsible to pay for any ice that cannot be re-rented.

11.0 Tournaments & Special Events

The Town of St. Marys supports special programs like tournaments and special events. Tournament ice time for the Fall/Winter season will be allocated separately from core program allocation. Tournaments will need to seek ice allocation each year to be considered for booking. Each non-profit organization will have the ability to provide at least one tournament or special event.

In the scheduling of tournaments and special events, priority will be given to the special events (an event that has been in operation for several years). It is important to note that these events usually fit into time slots with other tournaments and special events in Ontario. Consequently, it is vital to keep the dates “constant” so that planning of the events is made easier. All efforts should be made by organizations planning new tournaments that these events do not coincide with other pre-planned events, as existing events would be given priority.

All organizations are required to book and pay for contingency facility time during tournaments in order that curfew situations for tournaments or delay in rentals after the tournament do not occur. Organizations will be required to book a minimum of 1 additional hour of facility time to accommodate this contingency.

Where “set-up” time is required for an event, this time will be charged back to the organization at the rates approved by Council.



12.0 Returning unwanted ice time

Upon receiving a Fall/Winter ice permit, ice users will have the option of returning any unwanted ice time as per the following:

- Ice time scheduled between September 1 and December 31 can be returned by September 15 at no charge.
- Ice time scheduled between January 1 and March 1 can be returned until December 1 at no charge.
- Outside of these periods, the cancellation procedures will apply.
- The Town encourages organizations to return unneeded ice during the appropriate periods to allow the ice time to be allocated to those groups that have experienced increased registration.
- The Town will monitor returned ice on an annual basis and may use this information in the next year's allocation.

13.0 Unused (Burnt) Ice

Unused ice is defined as ice that is not used but belongs to the Town of St. Marys contract holder or organization. The Town of St. Marys is responsible for ensuring that its resources are effectively and efficiently used and managed. Unused ice results in ice time being underutilized in the Town. It also costs organizations significant amounts of money. Through the application of this procedure, the Town will minimize the hours of unused ice each year and will ensure more effective use of its resources.

- If a group does not use an hour of prime-time ice time the group will be notified by the Community Services Department either by telephone or email and this will serve as a first warning.
- If a group does not use the same prime time hour of ice three times in a ten-week period, that one hour of prime-time floor will be removed from that organizations seasonal contract.
- Town staff will advise facility booking staff and their superior via voice mail or email of groups who burn ice time.

The handing back of ice rentals is permitted after March 1st due to playoff schedule. Notice of at least 3 business days must be provided to the booking Town staff regarding these cancellations, for a credit to apply. User groups will be able to return ice to the municipality incurring a 25% fee of the original ice rate (ex. ice rate is \$100 – fee incurred for canceling is \$25). If proper notice is not provided, regular charges apply.



14.0 Curfewed Ice

The Town of St. Marys reserves the right to curfew games, including tournaments, to maintain the schedule contracts and will consider the cancellation of any or all permits if the user does not cooperate. Town facility staff will enforce facility time allocations for all age groups in order to keep efficient scheduling and fairness for all user groups.

15.0 Shoulder Ice

Ice operations will be as follows:

One ice pad opens for rentals beginning in Mid-August, second ice pad opens for rentals beginning in Mid-September. First ice pad to be removed on or near March 31st; second ice pad remains in as long as there are 30 hours rented concurrently each week, and/or all minor and junior league playoffs have been completed. Shoulder ice applies only while by both pads are in and ends March 31st each year.



Schedule “A”

FACILITY BOOKING REGULATIONS

In order to provide for a “balance” of prime time between user groups, it is recommended as a working principle that adults be assigned priority for time after 9:30 p.m. on weekdays and from approximately 9:00pm to 12:00am on Sundays and that the municipality attempt to provide for their own programs prior to 5:00 pm except on weekends. This would leave the remaining prime time ice for youth. Each group will be targeted to have fair share of the ice.

All user groups and all users will be required to show proof of two-million-dollar liability insurance, naming the Town of St. Marys as an additional insured. Failure to provide this documentation will result in immediate denial of facility use.

All groups who rent facility time from the Town must sign a rental agreement. Within this agreement, municipal standards, guidelines, and by-laws will be identified such as Code of Conduct, damage to facilities, Rzone.

The user groups must abide by other municipal by-laws regarding smoking, alcohol, etc.

All groups must provide their own First Aid Kits at the facilities for all the hours they are renting the facility.

Organizations that do not comply with policies (i.e. Code of Conduct Policy, RZONE etc.) may have their contract cancelled.

Once the facility time allocation has been distributed and agreements have been finalized, user groups will not be able to cancel their time. An organization will be responsible to pay all contracted facility time for the period specified in the contract (including early morning ice). An organization may occasionally return ice to the Department by providing 2 weeks written notice but will be responsible to pay for any facility time that is not rebooked by the Department.



In the event of cancelled ice, the Guest Service Coordinator will email the four major users about available ice. The email will be directed to one point of contact for each group. These groups have 36 hours to reply.

If your reply has not been received after the 36 hours, an email will be sent out to the ice distribution list for anyone to rent the specified ice time.

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jenny Mikita, Senior Services Manager
Date of Meeting:	28 June 2022
Subject:	DCS 35-2022 Declaration of Compliance

PURPOSE

To obtain Council's authorization to sign the Ontario Health Form of Declaration of Compliance.

RECOMMENDATION

THAT DCS 35-2022 Declaration of Compliance report be received; and

THAT Council authorize the Mayor to sign the Ontario Health Form of Declaration of Compliance Schedule F for the reporting period of April 1, 2021 to March 31, 2022

BACKGROUND

The Town of St. Marys Senior Services department is funded \$427,000 annually through a Multi Sector Services Agreement with Ontario Health for the Home Support Services programs provided by the department. As part of the Multi Sector Services Agreement with Ontario Health, the Town of St. Marys Senior Services department is required to submit an annual Declaration of Compliance indicating that the funded agency (Home Support Services) has fulfilled all obligations under the services accountability agreement and has complied with required legislations.

Senior Services is required to submit annual and quarterly financial and statistical reports to Ontario Health. It is through this process that any obligations which fall outside of acceptable corridors of 10 percent above or below the budgeted financial or statistical amount are reported. Obligations that have not been met by year end are to be reported under Appendix 1 of Schedule F of the Form of Compliance Declaration.

REPORT

The Declaration of Compliance states:

"That the Health Service Provider (Senior Services Home Support Services) had fulfilled the obligations under the services accountability agreement (M-SAA) in effect during the Applicable Period. Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the M-SAA concerning applicable procurement practices;*
- (ii) The Local Health System Integration Act, 2006*

In 2021 the Town did not meet budgeted targets for service. 2021 targets were set in 2019 prior to the pandemic. The Town has recently submitted the annual report required by the Ministry, and they are aware of the missed targets.

The following functional centres fell outside the 2021-2022 budget corridor. Each of these are noted on the Declaration of Compliance attached to this report.

Functional Centre Health Promotion / Education & Development

The Health Promotion / Education & Development functional centre captures the Blood Pressure Screening program, health promotion education, as well as registered health and wellness programs. Service Recipient Interactions and Individuals Served are both below the corridor for 2021-2022. Targets fell below budget due to the department's inability to provide usual levels of service for a portion of the reporting year due to the COVID 19 Pandemic.

Traditionally, Blood Pressure Clinics are hosted monthly at 5 locations within the community. To date only 2 of the 5 locations have re-opened at participants request. Blood Pressure Clinics are currently open at the Friendship Centre as well as the Rotary Apartment complex. Work is being done with the 3 existing sites to re-open for 2022-2023.

Prior to the COVID -19 pandemic, health promotion education sessions were held at 4 community locations at various times monthly. Educational sessions have been offered virtually throughout the pandemic; however, this method of programming has not attracted the same participation as in-person education. Staff will continue to offer various options for education to encourage participation and engagement. Work is being completed to return to regular in-person opportunities in September 2022.

Functional Centre Social and Congregate Dining

The Social and Congregate Dining functional centre captures the Fall Prevention and Group Fitness as well as Community Dining programs. Individuals Served and Attendance Days are both below the corridor for 2021-2022. Targets fell below budget due to the department's inability to provide usual level of service for a portion of the year.

Prior to the COVID-19 pandemic, the department offered 26 weekly Falls Prevention Group Fitness classes at 8 locations within the community. To date only 4 of the 8 fitness locations have re-opened. Work is being completed to re-open 2 more outreach locations for September 2022. We have maintained a takeout dining program during the pandemic and this has remained quite popular.

Functional Centre Meal Delivery

The Meal Delivery functional centre captures the Hot Meals on Wheels program as well as the Frozen Meals on Wheels program. The meals served metric falls below the corridor for reporting while the individuals served are over the corridor for reporting which suggests that more people need the program, however, are utilizing it less frequently. An example of this may be a meal client opts to have meal service 2 days weekly instead of the traditional 5 days weekly.

It is staff's plan to develop a marketing plan to further promote the services.

FINANCIAL IMPLICATIONS

None

SUMMARY

In summary, this report provides Council with Home Support Services Declaration of Compliance. This agreement is brought to Council annually for approval, and reporting continues throughout the year so that Home Support can demonstrate their compliance in providing services to residents of St. Marys and area.

As noted, in 2021 the Town did not meet several targets for service. 2021 targets were set in 2019 prior to the pandemic. The Town has recently submitted the annual report required by the Ministry, and they are aware of the missed targets.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

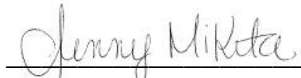
Kim Leis – Home Support Service Coordinator

ATTACHMENTS

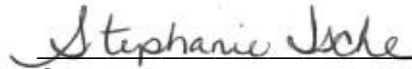
Schedule F – Form of Compliance Declaration
Appendix 1 – Exceptions.

REVIEWED BY

Recommended by the Department

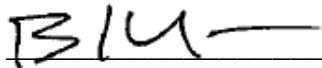


Jenny Mikita
Senior Services Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

SCHEDULE F – DECLARATION OF COMPLIANCE

DECLARATION OF COMPLIANCE

Issued pursuant to the MSAA effective April 1, 2021

To: The Board of Directors of the [Ontario Health (West)] Attn: Board Chair.

From: The [Corporation of the Town of St. Marys Municipal Council]; (the “Board”) of the [Town of St. Marys Home Support Services] (the “HSP”)

Date: [June 28, 2022]

Re: April 1, 2021 – March 31, 2022 (the “Applicable Period”)

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the Ontario Health Region and the HSP effective April 1, 2021.

The Board has authorized me, by resolution dated [June 28, 2022], to declare to you as follows:

After making inquiries of the [Senior Services Manager] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board’s knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the “MSAA”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the MSAA concerning applicable procurement practices; and,
- (ii) the *Connecting Care Act, 2019*.

[Al Strathadee], Mayor

SCHEDULE F – DECLARATION OF COMPLIANCE

Appendix 1 - Exceptions

[Please identify each obligation under the MSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

Functional Centre Health Promotion / Education & Development

Service Recipient Interactions and Individuals Served are both below the corridor for 2021-2022. Targets fell below budget due to the department's inability to provide usual levels of service for a portion of the reporting year due to the COVID 19 Pandemic.

As an example, traditionally, Blood Pressure Clinics are hosted monthly at 5 locations within the community. To date only 2 of the 5 locations have re-opened due to participants' preference. Work is being done with the 3 existing sites to re-open for 2022-2023. While we did offer virtual education events – these did not attract the same number of participants as in person events normally would have.

Functional Centre Social and Congregate Dining

Individuals Served and Attendance Days are both below the corridor for 2021-2022. Targets fell below budget due to the department's inability to provide usual level of service for a portion of the year.

Prior to the COVID-19 pandemic, the department offered 26 weekly Falls Prevention Group Fitness classes at 8 locations within the community. To date only 4 of the 8 fitness locations have re-opened. Work is being completed to re-open 2 more outreach locations for September 2022. We do continue to offer a take- out dining program until in person dining is resumed which will possibly be later this year.

Functional Centre Meal Delivery

The meals served metric falls below the corridor for reporting while the individuals served are over the corridor for reporting which suggests that more people need the program, however, are utilizing it less frequently. An example of this may be a meal client opts to have meal service 2 days weekly instead of the traditional 5 days weekly.

It is staff's plan to develop a marketing plan to further promote these services.

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FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: André Morin, Director of Corporate Services / Treasurer

Date of Meeting: 28 June 2022

Subject: **COR 32-2022 Town Insurance Renewal**

PURPOSE

This report summarizes the 2022/2023 insurance renewal for Council consideration. The recommendation is that the Town renew with Intact Public Entities (formerly Frank Cowan Company).

RECOMMENDATION

THAT COR 32-2022 Town Insurance Renewal report be received; and

THAT the Town of St. Marys renew its 2022 insurance contract with Intact Public Entities for the term June 30, 2022 – June 30, 2023; and

THAT the surplus of any insurance expense in 2021 be placed in the Insurance Reserve for future use.

BACKGROUND

Previously the town purchased its insurance through Frank Cowan Company. The Town went to market in 2019 with Frank Cowan Company being the successful bidder. On August 15, 2019, Frank Cowan Company was purchased by Intact Public Entities (Intact), and the renewal insurance is quoted through Intact. The Town's insurance contract expires on June 30, 2022.

The Town's current coverage includes general liability of \$15M plus \$5M excess liability. The policy also includes general owned automobile and non-owned automobile coverages of \$15M each. Property insurance providing physical coverage of \$112M for all the Town's facilities and buildings, including contents. The Town also has further coverages including crime, accident, conflict of interest, and legal expense. Intact provides many risk management services and training complimentary to the Town as value added services.

The Town's current deductible for liability insurance is \$15,000 for liability claims and \$10,000 for most other coverages.

The Town's total insurance costs (including taxes) over the last 10 years has been:

YEAR	PREMIUM (at renewal) including tax	CHANGE
2012	\$171,657	
2013	\$231,278	34.7%
2014	\$235,452	1.8%

2015	\$240,887	2.3%
2016	\$231,065	-4.1%
2017	\$235,897	2.1%
2018	\$237,401	0.6%
2019	\$217,871	-8.2%
2020	\$236,325	8.5%
2021	\$248,245	5.0%
	\$2,286,078	

REPORT

Staff have met with Intact regarding a renewal of the insurance contract. The service being provided by Intact continues to be excellent. As the Town went through a competitive process in 2019, there would likely be little benefit received from going to market in 2022; but staff is preparing to be in a position to go to market in 2023. The insurance market is currently considered a “hard” market. In a “hard” market, insurers are much more selective with the risks they are willing to take on and ultimately underwrite. Intact has released a discussion paper on “Escalating Costs of Municipal Claims” which is attached to this report.

The total insurance premium cost for the 2022/2023 period will be **\$287,194.68** – this represents a 15.7% increase from the prior year. All of our specific coverages have increased – Liability and Property being our largest premiums increased by 15% and 18% respectively. Our total property coverage has increased from \$98M to \$112M based on additional facilities (ex. Fire Hall) and adjusted values due to inflation. Through discussions with our provider, the Town’s risk management efforts continue to be good, and our claim history is exceptional – the increase is all based on the current municipal insurance market.

The insurance market cycle is cyclical, and has not been classified as a “hard” market since the early 2000’s. A hard market is typically short in duration – approximately 3 years and soft markets are typically much longer. In the interim period of this hard market, the municipality needs to continue their efforts to attack the root cause of claims to reduce their frequency and severity. The Town of St. Marys has been very successful in this process, and since June 2012 the town has reported 13 claims, with currently two open claims. Over the last 10 years, the Town of St. Marys “loss ratio” is 9.32%. This loss ratio is calculated by dividing the net claims incurred (claims paid, reserves, and expenses less deductible collected) by the total amount of premiums paid (without taxes) from June 2012 – June 2022. In other words, in 10 years the Town has paid insurance premiums that exceeded the claim costs by over \$1,900,000.

Deductibles:

One option to decrease insurance premiums is to increase our insurance deductibles – in effect, self insuring up to a larger amount. This concept was reviewed as part of the 2019 service delivery review and was recommended – however, the hard market resulted in less savings from increasing deductibles and the cost/benefit no longer was viable. This remains the same now – an increase in the Town’s liability deductible from \$15k to \$25k only results in a premium savings of \$2,378. Our deductible on our property insurance is also worth considering when the market softens. The current property deductible is \$10,000 – an increase to \$100,000 only results in savings of \$5,500; however, the Town has not had a property claim in at least 10 years. Furthermore, the Town has sufficient reserves to deal with facility related claims – as an example the recent water issues at Town Hall.

Staff is not recommending current changes to deductibles, but we are actively monitoring and will be recommending changes once the market softens or we go out to market.

In the meantime, building our insurance reserve is a good practice to allow us to increase our deductibles in the future when the benefit can be realized – changes to the insurance reserve policy will help in this regard.

Opportunity:

While completing 2021-year end procedures, one area that has been overlooked in the past has been the prepaid insurance amount. The Town's premium is paid each June/July for a one-year term from July 1st to June 30th of the following year. Half of the payment should be classified as "Prepaid" and posted to a balance sheet account versus the insurance expense as it is an expense for the following year. This needs to be rectified, but it will result in an understatement of insurance expenses in 2021 resulting in a surplus of approximately \$125,000. At some point in time in history, the insurance expense would have been overstated in the first year this accounting error was made. The opportunity this provides is to transfer the surplus from this accounting adjustment into the insurance reserve in 2021. It would normalize the 2021 expenses and increase the insurance reserve; providing a potential ability to take advantage of increasing deductibles in the future or balancing against large, unexpected claims. Staff have recommended this approach in the proposed resolution.

Next Steps:

Insurance premiums continues to be a concern to Ontario municipalities with associations like AMO and MFOA continuing to lobby the government for changes. Internally, staff have gathered some initial information from our peers and the data shows varied results. As such, staff are going to gather more data and best practices which will serve two purposes. Firstly, we will use this information to prepare a strong RFP process to go to market in 2023. Secondly, we will provide this data to our municipal associations to assist with their recommendations to the Province for reform.

A summary of the "Liability" insurance premiums per capita for 46 municipalities is attached. This is only a very high-level summary – many aspects are taken into account when determining liability insurance premiums (claims history, risk profile, liability limits, risk management processes, amenities provided, deductibles, etc.); however, it does show that premiums are highly volatile, and there may be opportunities to reduce our premium costs.

FINANCIAL IMPLICATIONS

The 2022 Budget for insurance is \$292,000 which is sufficient to cover the premium increase but will not leave much room for paid claims and deductibles. There will be a need to increase the budget in the 2023 by likely 10 to 15% - more analysis will be done prior to budget recommendations.

The Town has \$80,000 in reserves to protect against an increase in claims and deductibles.

SUMMARY

The Town of St. Marys has received its renewal quote from Intact for annual insurance premiums. The increase is 15.0% over the previous year.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Intact Public Entities


ATTACHMENTS

Escalating Cost of Municipal Claims 2022

Liability Per Capita

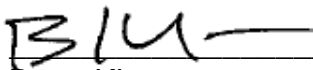
REVIEWED BY

Recommended by the Department



Andre Morin
Director of Corporate Services/Treasurer

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

Escalating Cost of Municipal Claims 2022

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Introduction

At Intact Public Entities (IPE), we are concerned about recent and historical trends affecting the cost of municipal insurance. Municipal claims costs continue to escalate. At a time when municipalities are facing considerable pressure managing their budgets due to increasing economic challenges, increasing claims costs creates additional financial pressure since it affects all municipalities and their insurance providers. We believe it is important you understand why.

This report was created to help municipal clients understand the changing landscape. The information was compiled based on analysis conducted by IPE using industry data, as well as real claims from our own database that contains years of information collected over our long history in the municipal insurance business. This report provides an overview of the major trends influencing claims costs, and then looks closer at some of the primary drivers, including:

- Climate Change
- Cyber Liability
- Class Actions
- Joint and Several Liability (The 1% Rule)
- Changing Legal Landscape (social inflation)
- Future Care Costs
- Transit Claims

There is clearly an increase in a number of areas that impact the cost of municipal claims. All of the insurers of municipal governments are being impacted by this increasing cost of claims and will need to respond in order to ensure that premiums are adequate to pay for these claims.

These cost factors are the fundamental reasons why the municipal sector is currently in a hard market. The cost of claims drive premiums.

Overview - Claims are Driving Premiums

One of the most significant factors in the pricing of insurance is the “long tail” nature of municipal liability claims. An incident may occur in a given policy year, but the claim may not be presented until many years later. Then the claim may take several years to settle. Forecasting what the courts may award a plaintiff several years, if not decades, in the future is very challenging.

Over the past few years, there has been a rise in the number of factors impacting municipal claims – factors that are driving up claims, which, in turn, are driving up the cost of insurance. These trends will likely never reverse.

What has changed?

Property losses are more frequent and severe. Climate change has resulted in a substantial increase in property losses and catastrophic losses. Regardless of whether this has impacted a municipality directly, the substantial escalation in the cost of claims has increased both property insurance and reinsurance rates worldwide. Accessing adequate property capacity is becoming increasingly harder across Canada. Cyber liability claims have risen dramatically in the last three years. More important, it is anticipated that these claims will continue to grow at an exponential rate. A number of cyber carriers are exiting the market and in addition, many of those remaining will not insure government entities.

Class action lawsuits are increasing in frequency because the certification process is now much easier and there are more plaintiff lawyers who pursue this type of claim. Municipalities have a growing exposure here. Even though a municipality may be innocent of the allegations, class actions are much more difficult

and costlier to defend. COVID-19 claims have recently triggered a number of class action suits for municipalities.

Joint and several liability (the 1% rule) is a significant concern for municipalities in Ontario. The Association of Municipalities of Ontario (AMO) has created a number of working groups over the years with the goal of reforming this law. As the severity of awards increases, so too does the exposure to those who have deep pockets. The Province of Ontario has recently initiated a consultation process regarding the joint and several principle. Although recent initiatives have not generated change, they have increased awareness and IPE will continue to assist the municipal sector in lobbying for relief. Although joint and several liability has had an impact on municipalities, it is only one of many cost drivers. A change in joint and several liability that favours municipalities will not absorb or offset the impacts of the current hard market.

The changing legal landscape. There is a continuing trend that shows we, as a society, have become more litigious and demonstrate less personal accountability resulting in a higher frequency and severity of claims. In response, judges have awarded more contributory negligence to municipalities versus plaintiffs. Although the municipal sector has recognized this trend for some time, recently the term social inflation describing the changing landscape has emerged across the insurance sector.

Damage awards are substantial. A number of years ago it was alarming to hear about a \$5M liability award. Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. Claims that may have settled for \$5M ten years ago are now settling for \$12M - \$18M. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance.

The cost of defending a claim is going up. Individual claims are more complex to defend resulting in more time to manage the claim with more detailed investigation, more experts and more legal time involved in the process – at ever-increasing rates.

Transit claims are increasing in severity. Operating a transit system has inherent exposures attached since urban municipalities can serve a large number of riders. When buses have accidents, claims can be filed by all occupants resulting in very significant awards. Recent transit claims have put tremendous pressure on auto policy premiums.

The Insurance Market Cycle

Insurance is a cyclical business. It has been historically defined as being either hard or soft. A soft market typically exhibits low rates, generous terms, abundance of capital and more competition. A hard market is the opposite - higher rates, restrictive terms, reduced levels of capital and less competition.

This insurance cycle impacts all lines of business (property, liability, automobile, for example) across commercial and personal lines. Over the past five decades, there have been four hard markets: one in the mid 70's, mid 80's, early 2000's and the one we are in right now. It's been 15 years since the last hard market, consensus was we were overdue. One consistent observation is that the hard market is usually short in duration - around 3 years. A soft market usually lasts much longer, the last one being 15 years. The current hard market began in 2019 and continues in 2022.

How is the current hard market impacting municipal premiums and terms? The municipal sector is affected in much the same way as others in the commercial insurance space. Double digit premium increases were typical for municipalities in 2020, 2021 and 2022. Property capacity is challenging

especially for municipalities with large property schedules. In certain cases, restrictive terms have been applied. In addition, competition has been reduced. Historically Ontario municipalities usually have up to four bidders participate on a municipal insurance RFP. Over the past two years that level of participation has dropped and in some cases only one bidder is quoting.

The question most are asking is when the hard market will end? It's difficult to predict when the current hard market will end but insurance professionals expect it will continue through 2022. However, the industry has begun to describe the commercial hard market as: softening, thawing, past its peak or tapering off. Various commercial segments will climb out of the hard market at different times. Those segments that have their fundamentals in place may exit sooner, higher risk segments will be slower. The financial sector may soften before transportation and public sector, for example, while other challenging lines such as Directors and Officers or Cyber will last much longer.

Finally, there are a number of factors at play that may cause the hard market to continue: high inflation (driving up the cost of claims), costly reinsurance, social inflation, COVID -19 (impact of class action suits) and geopolitical uncertainty.

The commercial insurance space is making solid strides in improving their underwriting performance, a soft market is on the horizon. In time Municipalities will once again enjoy the stability that a soft market provides.

What Can Municipalities Do?

Municipalities must increasingly rely on an insurance provider that keeps abreast of emerging issues and provides best-in-class risk management and claims services. It is further recommended that in order to help reduce the total cost of claims, municipalities should leverage initiatives implemented by their insurers to help drive efficiencies such as insurer internalization and utilization of the insurers preferred vendors and rates.

Think of insurance as a service, not a commodity.

Make sure your provider has superior tailored risk management and claims services. Municipalities can't rely on the provincial government to provide relief - they must take matters into their own hands. A Total Cost of Risk (TCoR) approach must be employed to ensure your insurance program is cost effective and efficient. A TCoR methodology is a tailored approach that mitigates local exposures (risk management) and implements best practices in claims management.

Ask how long your service provider has been part of their insurance program.

Municipal insurance operates in a long tail claims environment. Some service providers compete on price and shed their municipal insurance markets regularly to ensure they can continue to offer low premiums. This approach is not sustainable. Constantly changing markets results in poor claims service with multiple insurers providing claims services from different countries and lines. Your partners need to be committed to the municipal insurance space. It is important to ask how long your service provider has had their markets, specifically liability.

With the described escalation in the cost of claims, it is necessary to ensure that premiums are adequate to recover the cost of claims. What was viewed as a problem historically has become a full-blown urgent situation today, especially in a highly specialized area such as municipal liability.

Based on this history of what is driving claims costs, there has been a strong upward response in insurance premiums. It is recognized that this has caused increased pressure on the finances of

municipalities over the past two years. We believe, however, that the need to offset the ever-increasing cost of claims with premium adjustments cannot be ignored. We trust that our clients will continue to value our expertise based on our past experience and insight in order to be assured of long-term sustainability in their insurance program.

In the interim, municipalities must continue their efforts to attack the root causes of this problem by working to reduce both the frequency and severity of claims. Wondering where to start?

Developing risk management plans and strategies can seem overwhelming. Consider taking it one step at a time. Work with your broker or insurer on a claims analysis – where are your claims coming from? Look at both the frequency and severity. If the majority of your claims are coming from sidewalk trip and falls for example, start by reviewing your sidewalk maintenance policy and make sure it follows MMS guidelines. If your severity (those large dollar losses) is coming from MVA's, look for any patterns. Are they in the same area or at the same intersection? Are they caused by snow and ice, or is there a common issue of improper signage? You may find trends in these claims that can point you to an area that needs attention.

Risk management needs to be integrated into municipal culture at all levels – from Council to front-line employees. A Risk Manager can put together excellent policies, procedures and guidelines for every department – but if no one is following them, they aren't helpful.

Here are some practical places to start your risk management journey:

1. Claims analysis – do you know where your claims coming from?
2. Incident reports – gain valuable information on where there is possible exposure and fix the problem before it becomes a claim.
3. Education – educating everyone from Council to staff on the importance of risk management is a great way to increase buy-in. Have your insurer present on the current municipal claims environment and risk management strategies.
4. Contracts – contracts should transfer unnecessary liability, but only if they are properly written and include insurance requirements and indemnity. Have your insurer and legal council review for proper risk transfer.
5. Leverage your relationship with your insurer – look at what value added services are offered. Are there fleet reviews available? Do they inspect your properties for valuation, or can they also inspect for liability hazards?

IPE has been working with municipalities for over 95 years. We understand municipal liability and we are here to assist you in addressing your various risks. We believe the best way to keep your total insurance costs low is by preventing claims before they happen. As an IPE client, you have unrestricted access to our risk management services – at no extra charge. These include educational sessions, consultation services and on-site inspections. Our experts can analyze your operational policies and procedures, identify exposures and risks in your facilities, and consult with municipal workers on risk management topics.

The balance of the article is dedicated to explaining the cost drivers of municipal insurance premiums. It is important to note that fundamentally claims experience drives premiums. There are a number of factors outlined below that are driving up the cost of claims. These factors have evolved over the ten or so years and have culminated in triggering the current hard market.

The critical takeaway from this article is to focus on the factors that a municipality can control. It is more important than ever for municipalities to manage their risk. Reducing exposures and mitigating risk will reduce the frequency and severity of claims. Lower claim costs = lower premiums.

Drivers of Escalating Claims Costs

Climate change

The average global surface temperature in 2021 was the sixth highest since global records began in 1880 and the 45th consecutive year with temperatures, at least nominally, above the 20th century average. Globally, the frequency and severity of catastrophic property losses are on the rise. No one can argue that our weather patterns have not changed. What was deemed to be a “100-year storm” years ago now occurs with increasing frequency. Municipalities must pivot to climate adaptation.

According to Munich Re, overall losses from worldwide natural catastrophes (cat losses) in 2021 totaled \$350 billion dollars. The third highest level in almost four decades. Canada’s total was \$2 billion, our 5th highest year on record. Nationally in 2021, there were 14 catastrophes, which ties with 2011 for second place. Canada is not immune to catastrophic property losses. The severe weather events in Canada in 2021 included rain, fires, windstorms and flooding. Western Canada was particularly hard hit with wildfires (Lytton) and the flooding (Abbotsford, Merritt) in Q4. The 2016 Fort McMurray wildfire event was the single largest cat loss in Canadian history. Prior to Fort McMurray, the largest single cat loss event was the Alberta floods of 2013. Eight of top 10 highest loss years on record occurred in the last decade.

Simply put, property and reinsurance rates continue to rise.

Cyber Attacks

Cyber liability claims have risen dramatically in the last three years. In December of 2021, the Federal Government reported:

- Canada is among the top countries impacted by ransomware.
- The frequency of ransomware attacks around the world increased 151% from 2020 to 2021.
- The average ransom payment worldwide is around \$200,000 CAD.
- The average cost of recovery from ransomware worldwide has more than doubled in the past year from \$970,722 CAD in 2020 to \$2.3M CAD in 2021.

With both the frequency of claims/attacks on the rise coupled with the 151% increase in the cost of claims, premiums are increasing at rapid rates. Some industry experts are speculating that this exposure might become uninsurable.

The cyber insurance market is very volatile and insurance providers are constantly revising their requirements for coverage. Cyber markets are exiting geographies or certain insurance segments (government).

The frequency of municipal cyber attacks reported in the media is alarming. According to a recent poll, cyber-attacks in Canada increased by 50% in 2021 (personal and commercial). In addition, Canada is 3rd in the world in cyber-attacks per million of population behind the UK and US.

Cyberhackers are attacking municipalities daily using sophisticated tactics. A town in Florida (population 15,000) had its water system hacked – the assailant was attempting to increase the levels of lye.

At one time the perception regarding cyber-attacks was equivalent to NIMBY – not in my backyard; now it’s a question of when. Municipalities must increase their protection, ensure they are adequately insured and implement best practices. Hackers prey on the underprepared resulting in the greater probability of a damaging cyber event.

In recent years, a number of smaller Ontario municipalities reported cyber-attacks to the point where the OPP issued a warning. Since then, a number of high-profile events have emerged. A larger Western

municipality responded to a significant phishing scam resulting in a seven-figure initial payment. In Atlantic Canada, a large municipality had to deal with a significant ransomware attack costing millions to rebuild with a massive impact on service levels. On October 25th 2021, a small city in Eastern Ontario was attacked and as of early December the municipality was still unable to process pre-authorized payments for taxes, water and sewer as well as daycare services.

Joint & Several Liability (The 1% Rule)

Joint and several liability is legislated in many Canadian provinces. In Ontario, the governing statute is *The Negligence Act*. This legislation directs that a person injured by two or more wrongdoers may collect full damages from one of the wrongdoers regardless of the proportion of their liability. In our opinion, given that municipalities carry high limits, the legislation has a very negative impact on municipalities.

Severe injuries are most common in road maintenance cases. People that become injured in road accidents, bring actions against the at fault driver of the vehicle as well as the municipality, alleging poor road maintenance or design.

Due to the high value of severe injuries, the limits of insurance on the vehicle are generally not enough to satisfy the judgment. Therefore, due to joint and several liability, the municipality's insurer must pay the balance, even if the municipality is only 1% liable.

For over a decade IPE has participated in a number of initiatives with AMO and the Provincial government to solicit change to the 1% rule for municipalities and relieve them of this unfair burden. In 2014, the Ontario government (Attorney General's Office) was considering the Saskatchewan model of proportionate joint and several liability. Unfortunately, the provincial election resulted in a newly appointed Attorney General and the proposal was abandoned. Early in 2019, the province initiated a consultation process regarding the joint and several liability principle.

Regulatory changes to the Statutory Accident Benefit Schedule could expose municipalities to a higher frequency of joint and several claims allegedly arising due to poor road conditions. For claims arising out of accidents that occurred on or after June 1st, 2016, the maximum benefits available under the Statutory Accident Benefit Schedule to 'catastrophically impaired' persons have been reduced from \$2 million (\$1 million in medical and rehabilitation plus \$1 million in attendant care benefits) to a total of \$1 million (i.e. a 50% reduction). This benefit reduction only impacts new claims for accidents occurring on or after June 1st, 2016. This represents a significant change and that shortfall in available coverage under the Statutory Accident Benefits Schedule for claimants who did not purchase optional benefits must be addressed by the at-fault auto defendant thereby eroding their liability limits quicker. Given that the majority of auto liability policy limits are \$1 million, municipalities will likely see an increase in the frequency of joint and several claims from injured claimants.

IPE handled numerous joint and several exposure claims. Here are two examples:

A two-car collision at a city intersection in 2007 resulted in serious injuries. Lawsuits were brought forward which were finally resolved in 2019. The claims against the City were for non-repair of the intersection. The trial judge found one driver liable for 50%, the second driver 25% and the City liable for 25% of damages. The City was liable due to the absence of a stop line at the stop sign which constituted a state of non-repair. All of the defendants appealed the trial decision. The Court of Appeal dismissed the action against the second driver and increased the proportion of liability for the City to 33.33%. The damages awarded were \$15.5 million inclusive of PJI; exclusive of Third Party Costs, Disbursements and HST. The City should have only been responsible for \$5.166 million in damages plus their proportional share of Third Party Costs, Disbursements and HST. Since the at fault driver only had \$1 million in auto limits,

as a result of joint and several liability, the City was responsible to pick-up the shortfall. In the end, the City's exposure to the claim increased to \$14.5 million plus \$480,496 in Third Party Costs, Disbursements and HST. This represented approximately 93.5% of the total damages awarded.

A second example from 2015 involves a child who was severely injured when struck by a vehicle at a city cross section. The claim against the City was threefold:

1. Did the crossing guard leave before the assigned time?
2. Was the City negligent for operating a crossing guard program that provided for the guard to leave ten minutes before classes start?
3. Did the City fail to fulfil its statutory duty to keep the intersection in good repair – should the loss location have had a reduced speed limit?

The quantum of damages was agreed upon before trial at \$7.85 million plus expenses. The trial was required to apportion liability among the three parties. The initial ruling was that the plaintiff received no apportionment while the driver and City were each assessed 50% contributory negligence. Again, the driver only had \$1 million in auto limits and the City was required to absorb an additional \$3.9 million plus expenses. The City's final proportion of costs equated to 87%.

There are numerous examples where municipalities have a strong liability defence, however they face significant risk of joint and several damages. Many of these claims are settled out of court to avoid these excessive joint and several costs. Quantifying the impact of joint and several damages on municipalities is very challenging since the objective in many cases is cost avoidance.

Although joint and several liability has had a significant impact on municipalities, it is only one of many cost drivers. A change in joint and several liability that favours municipalities will not absorb or offset the impacts of the current hard market.

Class Actions

When a large group of people are collectively harmed they can collectively bring an action before the Court. Class actions are an economical way of bringing suit because the expenses are shared among many parties. In addition, where the group can't afford the expenses to bring a class action forward, a government fund has been created to assist them. It has become increasingly difficult to successfully oppose class certification in all jurisdictions. Courts are more readily willing to certify class actions. Recent examples of class actions include: 1) Claims against a Health Department for negligent inspection of a public swimming pool which led to infectious disease of claimants. 2) Claims against a municipality by charitable organizations for the collection of taxes for which the municipality did not have the authority to impose. 3) Claims against municipalities related to property damage arising from flooding following a rain event and the legal risk associated with stormwater management.

If liability is found against the municipality, the damage award can be significant depending upon the number of people in the group. However, more importantly, the cost of defending class actions is very high. For example, a recent class action claim commenced against a municipality for breach of privacy had 85,000 potential claimants as per the pleadings. Through the legal process it was finally determined that there were only 40 claimants. After careful review of all the submissions by claimants, the claim was settled. All but one of the claims were rejected for a total damage payout of \$113.04. Third-party legal costs, defence costs and expenses totaled approximately \$1,335,000.

Municipalities traditionally have provided Long Term Care (LTC) services. COVID-19 has resulted in a number of class actions suits filed against municipal LTC homes. This recent development adds another challenge to the municipal sector in terms of additional drivers regarding the rising cost of claims.

Although some provinces have implemented protections against these class actions, fundamentally these impacts will take a long time to materialize as these cases will be resolved through the court systems.

Changing Legal Landscape (Social Inflation)

IPE has for some time recognized that societal changes have increased the cost of claims. Presently this phenomenon is impacting all segments in the insurance space. The term to describe this is social inflation.

Court decisions have shown a reluctance to assign contributory negligence to claimants that have been catastrophically injured. For example, consider *Stephen Campbell et al. vs. the Municipal Corporation of the County of Bruce*.

This was an occupier's liability claim in which the claimant cyclist was advancing over a "free fall" apparatus at the municipality's adventure park, when he fell off the obstacle, rendering him a quadriplegic.

The plaintiff testified that he was a relatively active middle-aged man with extensive experience road and mountain biking. He knew there were risks of injury associated with mountain biking, he understood the rating system used at the bike park and that it was an unsupervised, non-fee-paying facility. The plaintiff observed the signs requiring him to ride within his own abilities and risk and to wear a helmet, although he did not do so on the first day. With respect to the incident itself, the trial judge noted that the plaintiff "overestimated his abilities and underestimated his skill required to successfully ride this teeter-totter". The trial judge noticed that Campbell "acknowledged that his exit strategy off of free fall was incorrect". Despite all this, the trial judge concluded that the plaintiff bore no contributory negligence in this case.

Recently, the Financial Services Commission of Ontario contracted an independent research company to collect statistics on motor vehicle accident claims. Here is a highlight of some of the findings and comparisons to their last study:

- 91% of the claimants had some type of legal representation (a 37% increase since last reported).
- 83% of claimants ultimately commenced legal action (an increase of 60% since the last report).

Damage Awards are Substantial

Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance. Listed below are the key drivers that contribute to the escalating cost of claims.

Future Care Costs

Future care costs address the medical and non-medical needs of a person who has suffered a catastrophic injury. Future care takes into account the person's future needs that will enhance the person's life. Consideration is given to medications, rehabilitative needs, nursing, home renovations, orthotics, assistive devices, transportation, social outings, educational or vocational needs, housekeeping and personal care services, recreational activities and future medical complications.

Future care costs are by far the largest component of a serious bodily injury claim. Providing future care is extremely expensive. People with severe brain injuries, spinal cord injuries and multiple orthopedic injuries are living longer. Coupled with rising healthcare costs, the cost of future care has ballooned over the past five years.

Brain injury cases are the types of cases where future care awards are the most significant. In the past 10 years, IPE has seen a dramatic increase in the number of brain injury cases reported.

Examples of Future Care Awards

IPE handled a claim in which a teenager was catastrophically injured when hit by a car in an intersection. The case was settled mid-way through trial for \$8,300,000. Future care accounted for \$5,000,000 of the settlement.

In *MacNeil vs. Bryant*, the Court awarded an \$18,427,207 judgement to a 15-year-old female who received a severe head injury as a result of a motor vehicle accident. Over \$15,000,000 of the award was for future care.

In *Sandhu vs. Wellington Place Apartments*, a severe head injury was sustained by a child who fell from an apartment window. The Court awarded a \$17,000,000 settlement which included \$11,000,000 for future care.

In *Marcoccia vs. Gill*, a 20-year-old male received catastrophic injuries as a result of an automobile accident. The Court award was in the range of \$15,500,000 as plaintiff counsel argued he would need 24/7 attendant care for the rest of his life.

In *Morrison and Gordon vs. Greig*, Gordon was rendered a paraplegic and Morrison sustained a catastrophic brain injury. Morrison was awarded \$11,500,000 and Gordon \$12,600,000.

As outlined in the cases above, future care costs ranged from \$5,000,000 to \$15,000,000 which had an immense impact on the total cost of these claims.

What Factors are Impacting Future Care Assessments?

Attendant Care

Attendant care, private duty nursing or a personal support worker is often required/demanded in the most serious cases. To help illustrate how these costs can escalate quickly, imagine a young person with a brain injury who has a 50-year life expectancy requiring 24/7 care. Attendant care for that person could easily cost millions. There are other providers of future care services including services such as: housekeeping, nanny services, lawn and home maintenance, speech therapists, psychological counseling, occupational therapy, personal support worker and employment counseling.

Inflation on Medical Expenses

Statistics have shown that medical expenses inflate at a higher rate than average. Statistics Canada published inflation rates demonstrate that Health Care Services inflation exceeds CPI by 23.3% over the last 15 years. In the case of *MacNeil vs. Bryant*, the Court accepted the expert evidence that medical costs will inflate at a higher rate than average. Our medical system is currently strained and with no future relief in sight and medical service costs will increase as demand exceeds supply which could increase future care costs significantly.

Management Fees

Awards for future care must be managed to ensure the capital provided lasts a lifetime and often neither the plaintiff nor the plaintiff's family is capable or experienced in managing a large sum of money. The Courts realize that a professional guardian needs to be hired to ensure the funds are properly invested and managed. Management fees are approximately 5% of the futures award but in *Sandhu vs. Wellington Place Apartments*, the management fee alone was well above at 15%.

Interest Rate and Discount Rate Impact

Current interest rates are low. When a claim for future care is settled an insurer is paying a large sum of money today for an expense into the future. A discount rate, which is tied to interest rates, is used by Courts to assess the current value of this future expense. Until 2003, the rate was 2.5% on all damage awards for future losses. Since then, the rate was lowered to 0.1% for the first fifteen years of the future award and 2.5% thereafter. This change has resulted in a minimum increase of 18% on these awards.

Additional Heads of Damage

Loss of competitive advantage was introduced in the early 1980's. It was argued that a person, with even the most minor injury, was entitled to damages in the case of a job loss and/or the fact that a prospective employer may not hire a "damaged person". In 1980, this head started at a \$5,000 award. Today, it can be valued at \$100,000 or more.

Loss of Interdependent Relationship (LOIR) was first pleaded in the early 2000's. The damages are based on the fact a severely injured person may never have a spousal relationship, and benefit from the ability of two people living cheaper than one. When first pleaded this award was less than \$100,000 and has subsequently doubled.

Municipal Claims Inflation

Claims inflation should not be confused with the Consumer Price Index (CPI).

CPI is an indicator of the changes in consumer prices experienced by Canadians. These items include food, shelter, transportation and clothing. The CPI is frequently used to estimate the extent to which purchasing power of money changes, so it is widely used as a measure of inflation. Since the onset of COVID-19 the cost of claims has been impacted due to increased material costs and supply chain issues.

Inflation on municipal claims is a very different concept. Actuaries refer to this concept as trending. Actuaries take a measurement of claims trending on a large book of business, such as Ontario municipal liability, and will use this information to determine appropriate rate adjustments. To determine the level of trending in the municipal portfolio the actuary considers trends related to both claims severity and claims frequency. This is a predictive measure used to estimate future expected values by analyzing historical data and other relevant information. They also take into consideration jury awards, court decisions, changes to legislation, emerging trends that may impact the claims as well as any professional fees for lawyers, adjusters, and experts.

IPE has a large statistically relevant municipal database established over 95 years of working with our clients. Taking all factors into account, our actuaries estimate that municipalities have a claims cost trend that is well above CPI.

Emerging Issues: Frequency of building inspection E&O claims

We are presently seeing an influx of E&O inspection claims and are closely monitoring this development. Specifically, we have experienced a 21% increase in number of annually reported new claims in the 5 year period leading up to 2022.

The Big Picture

Over the course of our nine decades of successful and continuous business in Canada, IPE has watched as new insurers have entered and exited the municipal insurance sector. Many have underestimated the long tail nature of municipal liability claims. They thought they could deliver coverage to the marketplace

at a discount, only to find out within a few years that they lacked sufficient premium to pay the cost of claims. The only solutions available at that point was to either raise their clients' premiums to the appropriate level or exit the business, sometimes leaving municipalities without insurance coverage.

In 2016, OMEX discontinued underwriting operations. As reported in Canadian Underwriter in 2016, OMEX "has struggled in recent years to grow in an extremely soft insurance market and a highly competitive business environment. This low pricing environment combined with the impact of joint and several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments." Insurance providers that do not have a long-term perspective will not survive.

IPE's long-term, sustainable model has stood the test of time. Some brokers in the municipal insurance space frequently change insurers so that they can continue to offer deeply discounted premiums at the expenses of other critical elements of a value proposition. Due to the hard insurance market, some brokers are struggling to find a market that will offer insurance to municipalities.

IPE partners with insurance companies that understand the high risk and the long tail nature of municipal liability claims. Together, we recognize that as the cost of claims continues to rise, premiums must adjust accordingly. We validate pricing decisions with actuarial reviews that ensure the long-term sustainability of our product and the continued ability to provide broad insurance coverage and our top quality, local risk management and claims services. Our actuarial studies are based on decades of data from the experience of hundreds of Canadian municipalities.

The rising cost of claims and the impact on insurance premiums is a critical issue to manage as part of an organization's overall risk management plan. We believe it is very important for all clients to understand the factors that are driving up the cost of claims and the long-term dangers if municipalities and insurers are not managing this risk proactively. While there may be opportunities in the marketplace where some insurers are prepared to underprice their product, it must be understood that this eventually leads to realistic premium levels as the impact of claims is realized.

Municipalities need to be certain they have the appropriate insurance protection for their assets and liabilities on an ongoing basis. The purchase of sustainable and appropriately priced insurance and a robust risk management program must remain at the core of their insurance program.

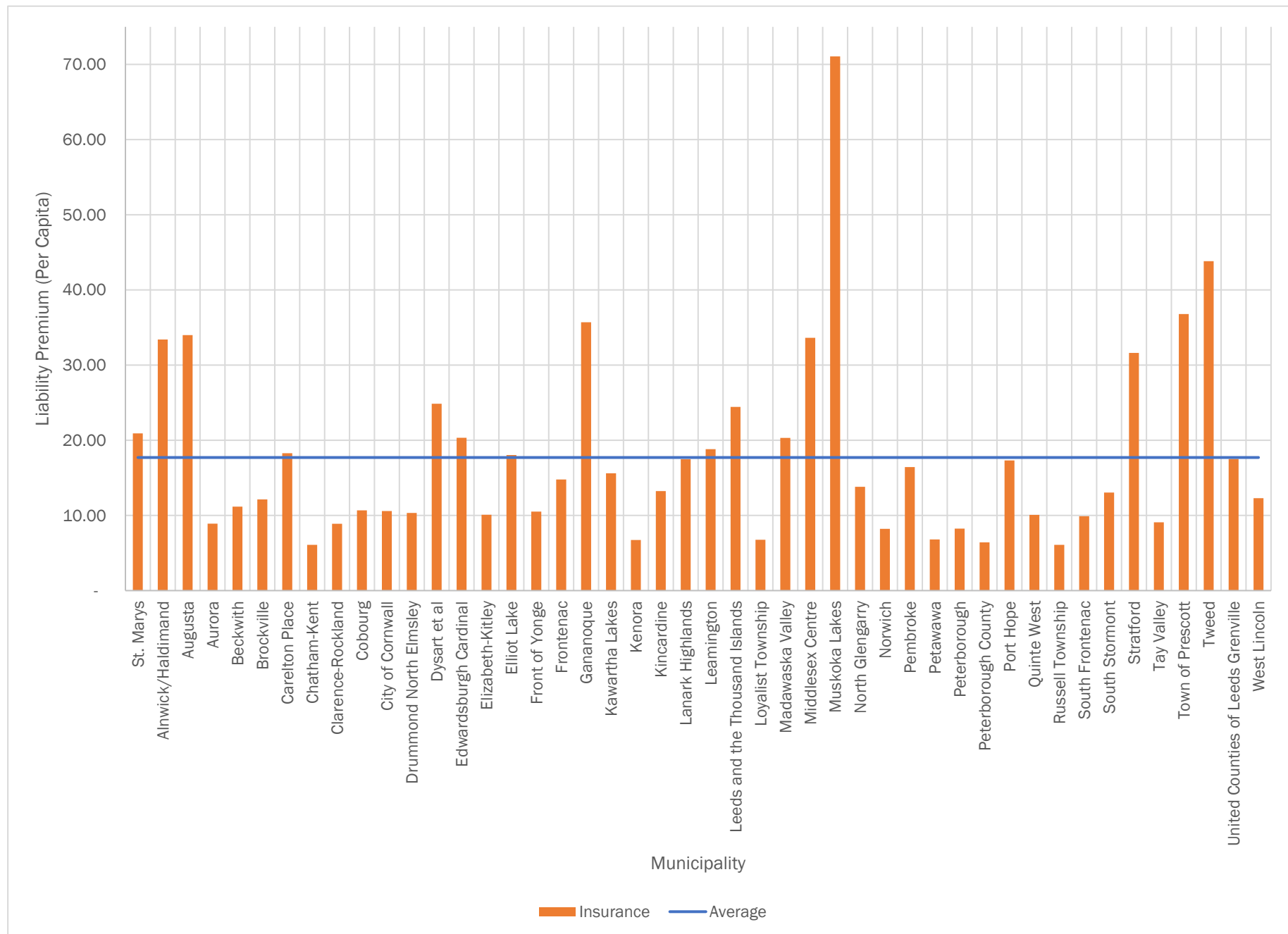
Each municipality must be informed of how their insurer provides risk management and claims services. Ask questions about claims management:

- How does your insurer manage claims?
- Are all primary lines serviced by one Canadian provider under "one roof" or by multiple insurers in various countries?
- Does your insurance provider utilize best practices to manage their claims volume?
- What is the cycle time of claims?
- Are older claims increasing in proportion?
- Is the legal spend being managed appropriately?
- Some municipalities have large deductibles – can your insurance provider assist with implementing a best practice environment in your municipality?
- In some municipalities the cost of claims below the deductible is the largest expenditure of the insurance program. Is the cost of consulting services covered by the premium or does your insurance provider charge additional fees?

Municipalities have long tail claims – managing claims properly will reduce municipal expenses.

Ask questions about risk management:

- What risk management services does your insurer provide?
- Do they utilize a tailored approach or are the risk management services generic and not industry/geographically specific?
- Can their staff perform a road review, MMS review, inspect a toboggan hill, playground equipment or trail?
- Does your insurance company provide you with the tools to mitigate risks?
- Municipalities must do everything they can to protect systems from hackers and social engineers. Implementing cyber security standards and routine education for staff on the latest 'fraud' techniques' can help. Insurers are now requiring organizations to have minimum security standards in place **before** cyber insurance can be considered, including:
 - Multi Factor Authentication (MFA)
 - Disaster Recovery Plan and Business Continuity Plan
 - Annual phishing training
 - Email filtering systems
 - Regular security software updates
- Is the cost of the risk management services covered by the premium or does your insurance provider charge additional fees?





FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jeff Wolfe, Infrastructure Services Manager
Date of Meeting:	28 June 2022
Subject:	PW 36-2022 Temporary Access Agreements for Wellington Street Reconstruction Project

PURPOSE

The Town of St. Marys 2022 Capital Plan includes reconstruction of several blocks of Wellington Street through the downtown core. There are several alley entrances that will be blocked for periods of time as construction occurs and alternative access is desirable during that time to allow residents and businesses to continue parking and receiving deliveries in the rear alleys. Temporary access agreements are required to accomplish this.

RECOMMENDATION

THAT PW 36-2022 Temporary Access Agreements for Wellington Street Reconstruction Project report be received; and

THAT Council consider By-law 76-2022, authorizing the Mayor and Clerk to enter temporary access agreements for the Wellington Street reconstruction process with downtown property owners as necessary to create temporary accesses for businesses and residents during the Wellington Street construction project; and

THAT Council delegate authority to the Chief Administrative Officer to add property owners to Schedule A of By-law 76-2022 should the need arise throughout the term of the Wellington Street project and to execute the appropriate right of way agreement with said property owner

BACKGROUND

The Wellington Street Reconstruction project is underway and will result in some alleys being inaccessible for periods of time this summer between Jones Street and Trout Creek. These alleys are used by residents for accessing their apartments as well as businesses accessing their stores for staff and deliveries. In 2016 when the Town reconstructed Queen Street East from Thomas Street to Peel Street, a similar situation existed where storefronts were inaccessible, and the Town entered temporary access agreements with property owners to allow patrons and staff to access business from rear alleys.

REPORT

The Wellington Street reconstruction project has been delayed as resources were relocated to Huron Street for sanitary repairs. However, it is expected that heavy construction activities resume at the end of June or early July during the next phase of Wellington Street between Elgin Street and Queen Street.

There are two alleys in this next phase used by residents and business owners to access their units. The entrances to the alleys will be blocked for periods of time when underground infrastructure is installed in the area and when concrete curb and sidewalk is being poured/cured. In the final phase of

construction from Queen Street to Trout Creek, there are again two alleys that will be blocked at times. The alley off Wellington Street North from Wellington Street to Water Street already has access agreements or is owned by the Town so no additional agreements are required. The locations of the necessary temporary accesses are shown in Attachment 1.

Staff have discussed the potential for having temporary accesses with all the property owners involved and has received verbal confirmation that all would be willing to enter an agreement to help their neighbours with access during construction. The main reason for formalizing the arrangement with a written agreement (Attachment 2) is to ensure the neighbouring property owners do not take on additional liability as a result of providing the temporary accesses during the Town project. The Town would take on liability associated with use of the accesses through its commercial general liability policy. There were minor grading improvements required to ensure the temporary access functioned properly. These minor modifications will be returned to their previous state or left depending on the property owner's wishes at the end of the project.

FINANCIAL IMPLICATIONS

There are no immediate financial implications associated with the agreement. The agreements will allow the contractor to work faster not having to worry about residents needing in and out of the accesses off Wellington Street which has the potential to save time on construction. If a claim was submitted as a result of the use of the temporary access, it could cost the Town its policy deductible and potentially impact future insurance rates. Staff will inspect the temporary accesses regularly to ensure no hazards or unnecessary risks exists in the access locations.

SUMMARY

The Town is reconstructing Wellington Street and rear alley accesses will be blocked for extended periods of time. Adjacent property owners have agreed to allow temporary access across their properties during construction. A right of way agreement is required to formalize the arrangement.

STRATEGIC PLAN

☒ Not Applicable to this report.

OTHERS CONSULTED

Cowan Insurance

Downtown property owners

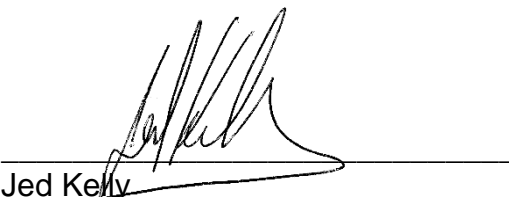
ATTACHMENTS

1. Map showing location of temporary accesses
2. Right of Way Agreement template

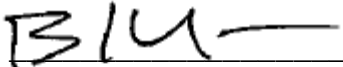
REVIEWED BY

Recommended by the Department


Jeff Wolfe
Infrastructure Services Manager

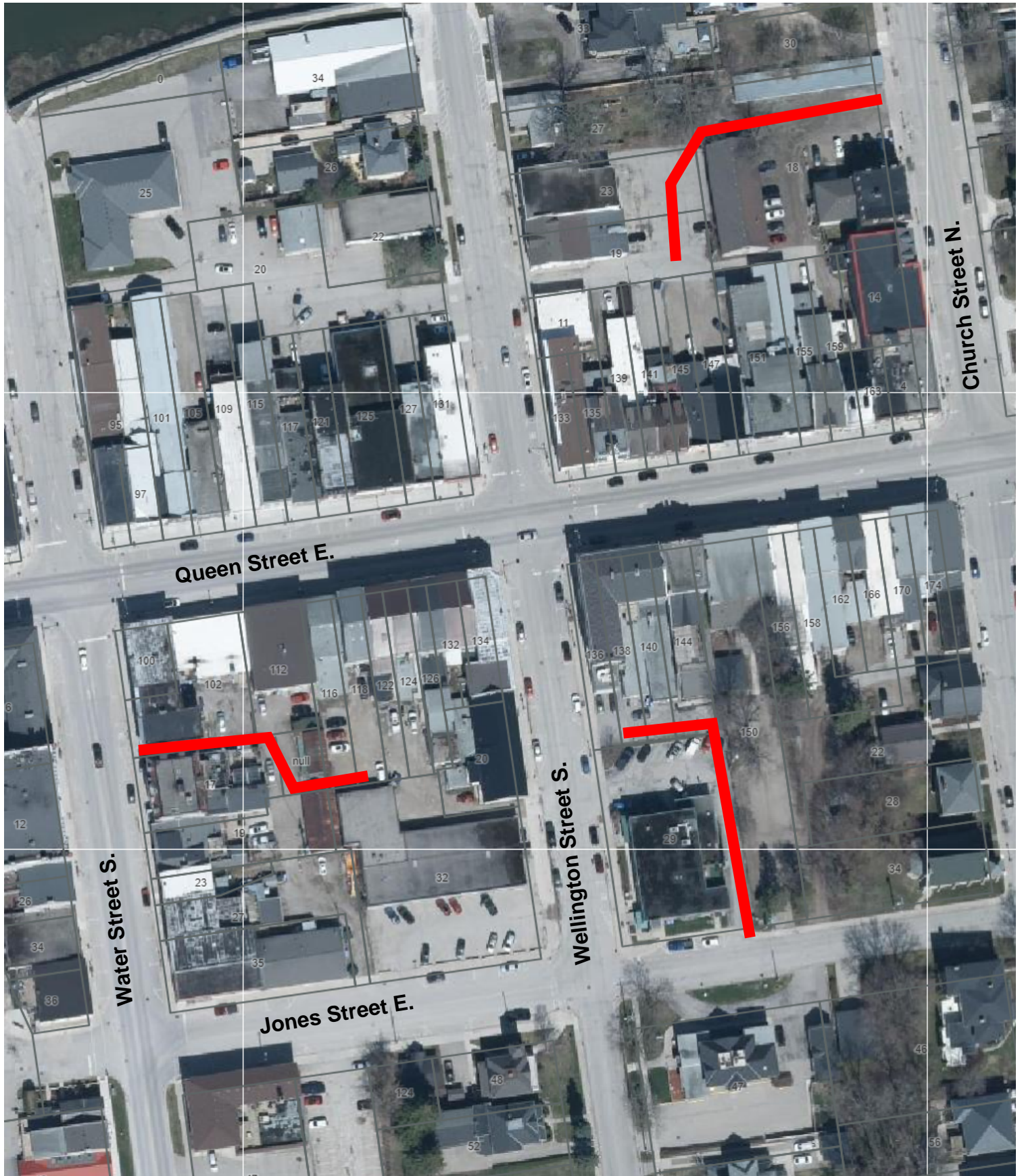

Jed Kelly
Director of Public Works

Recommended by the CAO

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

Brent Kittmer, Chief Administrative Officer

Attachment 1: Locations of Temporary Access Easements



RIGHT OF WAY AGREEMENT

This Agreement for parking made this ____ day of _____, 20____.

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

(hereinafter referred to as the "Town")

AND

ONTARIO LIMITED

(hereinafter referred to as the "Owner")

WHEREAS the Owner represents that it is the owner of the right of way outlined in Schedule "A" attached hereto ("Right of Way");

AND WHEREAS the Town requires use of the Right of Way in order to provide alternate access for the public, for construction vehicles and/or for construction materials and equipment as described herein in the downtown area of St. Marys during the Wellington Street reconstruction project;

AND WHEREAS the Town has requested and the Owner has agreed to provide access within the Right of Way upon the terms and conditions set out herein;

NOW, THEREFORE in consideration of the privilege to use the Right of Way, the sum of TWO DOLLARS (\$2.00), of lawful money of Canada now paid by the Town to the Owner (the receipt and sufficiency of which is hereby acknowledged) and in consideration of the promises, and other good and valuable consideration and the covenants and agreements hereinafter to be performed, the parties agree as follows:

1. The Owner represents that it has the authority and permission to permit use of the Right of Way as described in this Agreement.
2. The Owner hereby permits the Town to use the Right of Way described herein on the terms and subject to the conditions as set out in this agreement.
3. This agreement is for the use of the Right of Way by the Town for a pedestrian thoroughfare to be located through the Right of Way as indicated at any and all days of the week and at any time of each day.
4. The Town may erect signs within the Right of Way to advertise the public access available through the Right of Way.
5. The Town may remove signs within the Right of Way that may dissuade or prevent the intended use of the Right of Way as described in this Agreement. The Town shall reinstall any signs that are removed when the Term expires or earlier if requested by the Owner.
6. Subject to earlier termination and other conditions as provided in this Agreement, this Agreement shall be for a term of fifteen (15) weeks starting on the 28th day of June, 2022. (the "Term").
7. The Town may terminate this Agreement by notice in writing to the Owner at any time. Upon the Owner receiving written notice of such termination, this Agreement shall be at

an end and the parties shall have no further obligations hereunder.

8. In the event of default by the Town in respect of any material obligation created under this Agreement and provided that the Town (i) has received prior written notice of such default from the Owner and (ii) has been given a reasonable period of time and has failed to cure such default, the Owner may terminate this Agreement by notice in writing to the Town at any time.
9. The Owner assumes no responsibility for any damage to persons or property arising out of the use of the Right of Way by the Town as described in this Agreement.
10. The Town agrees to defend, indemnify and save harmless the Owner from and against any and all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings, for loss or damage resulting from bodily injury including death to any person or persons and for loss or damage to any property arising from the use of the Right of Way by the Town as described in this Agreement.

This clause shall survive the termination of this agreement.

11. The Town at its expense, shall arrange for, obtain and maintain liability insurance for the Term of this agreement with an insurance company licensed to conduct business in the Province of Ontario. During the Term of this agreement the Town shall ensure that the insurance required herein fully covers any and all persons and property in connection with the Town's use of the Right of Way referred to in this Agreement. The issuance of such policies of insurance shall not be construed as relieving the Town from responsibility for other or larger claims, if any, for which it may be held responsible. Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to liability of any kind in relation to the Right of Way referred to in this Agreement.
12. The Town shall not be responsible for liability associated with negligence of the Owner.
13. The Town covenants with the Owner that if there is any damage to the Right of Way caused by the use by the Town as described in this agreement during the Term, the Town will restore the surface of the Right of Way, as far as practicable, to the same condition as it was immediately prior to the commencement of the Term.
14. The Owner hereby grants to the Town, including its servants, agents, contractors, and sub-contractors. the right to access and carry out works on the Right of Way for the purpose of removing or erecting signs, repairing damages, and otherwise using the Right of Way as permitted by this Agreement.

The right of access and to carry out works with respect to signs and repairing damages shall survive the termination of this agreement.

15. This agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the laws of Canada.
16. This agreement constitutes the entire agreement between the parties with respect to the Town's use of the Right of Way and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
17. This agreement grants a privilege to the Town to use the Right of Way and therefore, cannot be sublet, assigned or transferred.

IN WITNESS WHEREOF the TOWN by its duly authorized representatives has executed and

delivered this Agreement as of the ____ day of _____, 20__

per: _____
Mayor

per: _____
Clerk

We have authority to bind the Corporation.

IN WITNESS WHEREOF the Owner has executed and delivered this agreement as of the ____ day
of _____, 20__

per: _____
Name:
Title:

per: _____
Name:
Title:

I/We have authority to bind the Corporation.



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jeff Wolfe, Infrastructure Services Manager
Date of Meeting:	28 June 2022
Subject:	PW 40-2022 Vacant Lot Lease Agreement – Park Street

PURPOSE

This report presents information related to the renewing of a lease agreement with Forman Electric for the exclusive use of a vacant lot owned by the Town of St. Marys adjacent to Park Street and King Street for the purpose of parking support for the adjacent commercial land use.

RECOMMENDATION

THAT PW 40-2022 Vacant Lot Lease Agreement – Park Street report be received; and

THAT Council consider By-law 64-2022, authorizing the Mayor and Clerk to sign the necessary lease agreement with Forman Electric Ltd. for the use of a vacant lot on Park Street.

BACKGROUND

A section of the Park Street road allowance between King Street and James Street S. was previously closed by the Town of St. Marys. The Town's Transportation Master Plan calls for the eventual re-opening of the historical section of Park Street but currently the land along the west side of the CN Railway remains vacant and unused. This vacant land has historically been leased by the adjacent business owner for additional parking. The previous lease has expired and is due for renewal.

REPORT

The Town owns a vacant lot adjacent to intersection of Park Street and King Street. This lot will eventually form part of the Park Street extension contemplated in the Town's transportation master plan. Until that time it remains unused for Town operations. The adjacent business owner has historically leased the vacant lot for the purpose of staff parking. The previous lease has expired, and a new lease is required for 2022.

FINANCIAL IMPLICATIONS

The land is leased for \$1,200 per year. This is incorporated into the Town's Economic Development miscellaneous revenue.

SUMMARY

The Town has a vacant lot adjacent to Park Street that has historically been leased to the adjacent business for staff parking. Staff are recommending renewal of this agreement for a one-year term at a cost of \$1,200/yr.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

Foreman Electric

Andre Morin – Director of Corporate Services / Treasurer

ATTACHMENTS

Attachment 1: Draft Lease agreement for Parking Lot with Forman Electric Ltd.

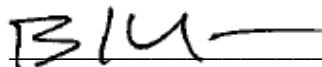
REVIEWED BY

Recommended by the Department


Jeff Wolfe
Infrastructure Services Manager


Jed Kelly
Director of Public Works

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer



Land Lease Agreement

This Lease made this _____ day of _____, 20_____.

BETWEEN

THE CORPORATION OF THE TOWN OF ST. MARYS
(Hereinafter called the "Corporation")

- and -

Forman Electric Ltd.
(Hereinafter called the "Lessee")

IN CONSIDERATION of the rents, covenants and agreements contained in this Lease, and in the spirit of mutual understanding and security, the parties to this agreement (this "**Lease**") agree as follows:

1. LEASED PROPERTY

- a. The Corporation hereby confirms that it is the legal owner of property legally described as PLAN 219 LOT 4 PT LOT 5 S/S; ELIZABETH E/S KING, with a roll number 3116-000-060-09500-0000, in the Town of St. Marys, and is comprised of 0.1457 acres, herein referred to as "Park Street".
- b. The Corporation hereby agrees to lease to the Lessee the property at Park Street, in the Town of St. Marys (the "**Leased Property**") and more fully described in Schedule "A", and the Lessee agrees to lease the leased property.

2. TERM OF THE LEASE

- a. The Lease shall commence on the 1st day of January 2022 (the "Commencement Date") and end on the 31st day of December 2022 (the "Termination Date") unless terminated earlier in accordance with the provisions of this Lease.

3. LEASE FEE

- a. The Lessee shall pay to the Corporation \$100 per month of the leased properties for a total of \$1,200 plus HST on or about July 1, 2022.
- b. The Lessee shall not be responsible for the payment of property taxes, which shall be the responsibility of and paid for by the Corporation.

4. CONDITION OF THE LANDS

- a. The Lessee acknowledges and agrees that it is leasing the Leased Property in its current condition "as is" and the Lessee has conducted all inspections and performed its own due

diligence to determine the suitability of the Leased Property for the Lessee's use. The Lessee acknowledges that the Corporation has made no representation or warranty and provides no covenant, representation or warranty concerning soil conditions, the existence of any items below the surface, and/or the environmental status of the Leased Property at any time. The Lessee acknowledges having inspected the property prior to signing this Lease and has relied upon its inspection regarding the suitability, condition, and state of repair of the Leased Property. The Lessee further acknowledges that it has conducted its own due diligence as the size of the Leased Property and the size of the arable part of the Leased Property and has not relied upon any representation or warranty of the Corporation. The Lessee acknowledges that they shall not submit any claim for rent repayment if size of the arable land is less than as set out in this Lease.

5. USE OF LAND

- a. The Lessee shall use the land for staff parking for the employees of Forman Electric Ltd.

6. ALTERATIONS BY LESSEE

- a. The Lessee may from time to time at its own expense make changes, additions and improvements to the Leased Property to better adapt the same to its business, provided that any change, addition or improvement shall be made only after obtaining written consent of the Corporation which consent may not be unreasonably withheld and shall be carried out in a good and workmanlike manner and only by persons selected by the Lessee and reasonably approved in writing by the Corporation.

7. TERMINATION AND/OR CANCELLATION

- a. If the Lessee should neglect to execute the work properly or fail to perform any provisions of this Lease, the Corporation after three (3) business days written notice to the Lessee, may, without prejudice to any other remedy in existence, make good such deficiencies and may include the cost thereof to any payment then and thereafter due to be paid by the Lessee to the Corporation. Continued failure of the Lessee to execute the work properly shall result in a termination of the Lease.
- b. The Corporation may terminate this lease Agreement at any time. If the Corporation wishes to terminate the lease without clause, it shall provide written notice of the termination. The Lessee shall not demand claim or plead any damages, costs, monies or further compensation from the Corporation of any kind whatsoever except as specifically provided for in this Agreement. The Lessee waives any and all claims, damages, and/or losses for future income, profits or monies due to the termination of this Lease agreement. If the Lease is terminated for breach or default of the Lessee, then at the Corporation's option the lease shall be at an end and the Lessee shall not be entitled to any compensation.

8. INDEMNITY

- a. The Lessee shall indemnify and hold harmless the Corporation, its officers and employees from and against any and all liabilities, claims, demands, loss and cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the use of the Leased Property attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or

omissions of the Lessee, its officers, agents, employees or other persons for whom the Lessee is legally responsible.

9. INSURANCE

- a. The Lessee shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements:
 - i. Commercial General Liability insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for bodily injury, property damage and personal injury and shall include but not be limited to:
 - A limit of a liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000.
 - The Corporation shall be added as an additional insured with respect to the operations of the Named insured.
 - The policy shall contain a provision for cross liability in respect if the Named insured.
 - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage.
 - Products and completed operations coverage.
 - Broad Form Property Damage.
 - Contractual Liability.
 - The policy shall provide 30 days prior notice to cancellation.
 - ii. A standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle.

10. SUB-CONTRACTS

- a. The Lessee acknowledges and agrees that this Lease cannot be sub-contracted to any other party without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

11. ASSIGNMENT OF AGREEMENT

- a. The Lessee acknowledges and agrees they shall not assign transfer, convey, sublet, or otherwise dispose of this Lease or their right, title, or interest therein, or their power to execute such Lease, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

12. PROTECTION OF PROPERTY

- a. The Lessee agrees it will be responsible for any damage that may occur relative to the execution of all operations arising from this Lease. Any damage done to the leased property must be made good to the satisfaction of the Corporation.

13. OVERHOLDING (“ROLLING LEASE”)

- a. If the Lessee continues to occupy the Leased Property with the written consent of the Corporation after the expiration or other termination of the Lease, then, without any further agreement, the Lessee shall be a lessee from year to year unless stated explicitly otherwise in the written consent of the Corporation, and subject always to all of the other provisions in this Lease; provided that if the Lessee continues to occupy the Leased Property without prior written consent, then the Lessee shall be a tenant at will and shall pay to the Corporation, as liquidated damages and not as rent, an amount equal to the amount the Lessee would otherwise be liable to pay under the terms of the Lease if it had not expired or otherwise been terminated, accruing from day to day and adjusted pro rata accordingly and subject always to all provisions of this Lease insofar as they are applicable to a tenancy at sufferance, and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Corporation from taking action for recovery of possession of the Leased Property.

14. GENERAL

- a. Workplace Safety Insurance Act
 - i. The Lessee shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account, and that their account is in good standing as part of an executed Land-Lease Agreement. The Lessee acknowledges and agrees to maintain their WSIB accounting in good standing throughout the agreement period
 - ii. If the Lessee does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Corporation at time of execution of the Agreement.
- b. Occupational Health and Safety
 - i. The Lessee’s attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Lessee acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work.
- c. Freedom of Information
 - i. The Corporation is subject to the Municipal Freedom of Information and Protection of Privacy Act as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Corporation by the Lessee pursuant to this Lease may be available to the public unless the party submitting the information request that it be treated as confidential.
- d. Relationship of the Parties
 - a. The parties hereto expressly disclaim any intention to create, and nothing in this Lease shall be deemed to create, a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.

e. Access

- a. An incoming Lessee, purchaser, or the Corporation shall have the right to enter upon the Leased Property to examine, inspect and show the Leased Property for the purposes of leasing, sale or financing.
- b. The Corporation or its agents or employees, at all times for all purposes, shall have full and free access to the Leased Property upon the provision of a reasonable notice to the Lessee.

f. No Transfer on Bankruptcy

- a. Neither this Lease nor any interest of the Lessee herein nor any estate hereby created will pass or ensure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Lessee or other by operation of law.

g. Amendments to the Lease

- a. No alteration or amendment of this Lease shall take effect unless the same is in writing duly executed by each of the parties in the same manner as this Lease.

15. MISCELLANEOUS

- a. The Lessee shall not at any time register notice of or a copy of this Lease on title to the Lands or any part thereof without consent of the Corporation.
- b. This Lease constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representation or other agreements between the parties in connection with subject matter hereof, except as specifically set forth herein.
- c. The Lease shall not call on or demand the Corporation to perform any repairs or renovations prior to or after it obtain possession of the Leased Property.

16. NOTIFICATION

17. Any notice or other communication required or permitted to be given shall be directed to the following addresses:

If to the Corporation:

The Corporation of the Town of St. Marys
Attn: Clerk
175 Queen Street East
P.O. Box 998
St. Marys, Ontario
N4X 1B6
clerksoffice@town.stmarys.on.ca

If to the Lessee:

Forman Electric Ltd.
185 King St. S.
P.O. Box 1801
St. Marys, ON
N4X 1C2



IT IS HEREBY declared and agreed that the expressions of the parties hereto wherever used in the indenture shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators, successors or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.



SIGNED, SEALED AND DELIVERED

In the presence of:

THE CORPORATION OF THE TOWN OF ST.MARYS

Al Strathdee, Mayor

Jenna McCartney, Clerk

FORMAN ELECTRIC LTD.

Andy Forman, Lessee



0 10 20 m



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Jeff Wolfe, Infrastructure Services Manager
Date of Meeting:	28 June 2022
Subject:	PW 41-2022 Vacant Lot on Water Street Lease Agreement

PURPOSE

This report presents information related to a vacant piece of land that staff would like to lease for the summer of 2022 on Water Street South to support the Quarry summer operations and the anticipated influx of motorists over the summer months.

RECOMMENDATION

THAT PW 41-2022 Vacant Lot on Water Street Lease Agreement report be received; and

THAT Council consider By-law 75-2022, authorizing the Mayor and Clerk to sign the associated lease agreement with Forman Electric Ltd. for the use of a vacant lot on Water Street South during the summer of 2022 to support summer operations at the Quarry.

BACKGROUND

The Town of St. Marys has entered an agreement to have Super Splash Waterpark operate an inflatable waterpark at the Town's quarry swimming facility starting in the summer of 2022. The parking at the quarry has historically been insufficient during peak use and the introduction of the new waterpark is expected to exacerbate that issue. The Town was not interested in over-constructing parking facilities in the lead up to the launch of the waterpark, and rather chose to see what the uptake was with the waterpark usage prior to making permanent parking improvements.

REPORT

The Town is preparing for a busy season at the quarry and discovered that a parking lot owned by Forman Electric Ltd., just south of the quarry could be made available for the Town during the summer months as construction is not expected to start on that site until the fall of 2022. Town staff had discussions with the property owner and negotiated a lease price for the Town to utilize during July and August in 2022. The lease cost is \$1,200 and is equivalent to the lease value of a vacant piece of land that the Town leases to Forman Electric for staff parking on Park Street. Staff felt that having the flexibility during the first season with the inflatable park was of great value and would allow the quarry parking to flex without the need for immediate construction of a new parking lot on Town property. The lot can accommodate 40 vehicles and is roughly 180m (3-minute walk) from the quarry. For reference, Attachment 2 depicts the various overflow parking locations available this summer for the quarry.

The leased parking lot, as well as the other overflow parking areas (CBHF and downtown municipal lots), will be signed with temporary signage for the summer until the Wayfinding Signage project progresses and installs permanent signs.

FINANCIAL IMPLICATIONS

The cost of the lease from late June to early September is \$1,200 + HST. This would be paid from the Recreation budget. The Town is required to maintain an insurance policy with the property owner as an additional insured. There is no increased liability related to the use of this vacant lot for parking when compared to any of the other Town parking lots.

It is expected that the proposed approach will allow the Town to avoid the construction of a new parking lot in 2022. The vacant lot will not be available after the 2022 season so a project is expected in the 2023 capital plan to further address the quarry parking if patronage to the water park requires it.

SUMMARY

Staff have arranged for the Town to lease a parking lot near the Quarry for the summer of 2022 to help with peak traffic and additional vehicles anticipated as a result of the inflatable waterpark. A lease agreement is required to formalize the arrangement.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #1 Infrastructure
 - Partner with the Community Services Department and Public Works Department to move forward initiatives that overlap between the Culture & Tourism Strategy and the Recreation and Leisure Master Plan.
 - Pillar # 3 Tourism
 - Strength the local economy, with a focus on businesses that can cater to tourism.
 - Leverage the local culinary, heritage, recreation and agriculture sectors as a key differentiator and driver for tourism visits.
 - Pillar # 4 Enhance Cultural Offerings
 - Opportunities for visitors to interact with St. Marys residents should be encouraged.

OTHERS CONSULTED

Andy Forman – Property owner

Stephane Ische – Director of Community Services

ATTACHMENTS

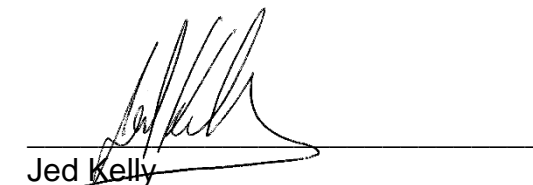
Attachment 1: Lease Agreement with Forman Electric Ltd.

Attachment 2: Parking Locations for Quarry during Summer of 2022

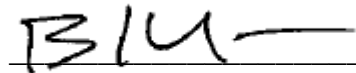
REVIEWED BY

Recommended by the Department


Jeff Wolfe
Infrastructure Services Manager


Jed Kelly
Director of Public Works

Recommended by the CAO

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

Brent Kittmer

Chief Administrative Officer



Land Lease Agreement

This Lease made this _____ day of _____, 20_____.

BETWEEN

THE CORPORATION OF THE TOWN OF ST. MARYS
(Hereinafter called the "Lessee")

- and -

Forman Electric Ltd.
(Hereinafter called the "Lesser")

IN CONSIDERATION of the rents, covenants and agreements contained in this Lease, and in the spirit of mutual understanding and security, the parties to this agreement (this "**Lease**") agree as follows:

1. LEASED PROPERTY

- a. The Lesser hereby confirms that it is the legal owner of property legally described as BLANSHARD CONCESSION THAMES PT LOT 35 RP 44R5755 PARTS 4 TO 6, municipally known as 478 Water Street South with a roll number 3116-000-070-21803-0000, in the Town of St. Marys, and is comprised of 1.299 acres, herein referred to as "478 Water Street S."
- b. The Lesser hereby agrees to lease to the Lessee the property at 478 Water Street S., in the Town of St. Marys (the "**Leased Property**") and more fully described in Schedule "A", and the Lessee agrees to lease the leased property.

2. TERM OF THE LEASE

- a. The Lease shall commence on the 30th day of June 2022 (the "Commencement Date") and end on the 15th day of September 2022 (the "Termination Date") unless terminated earlier in accordance with the provisions of this Lease.

3. LEASE FEE

- a. The Lessee shall pay to the Lesser of the leased properties a total of \$1,200 plus HST on or about July 1, 2022.
- b. The Lessee shall not be responsible for the payment of property taxes, which shall be the responsibility of and paid for by the Lesser.

4. CONDITION OF THE LANDS

- a. The Lessee acknowledges and agrees that it is leasing the Leased Property in its current condition "as is" and the Lessee has conducted all inspections and performed its own due diligence to determine the suitability of the Leased Property for the Lessee's use. The Lessee acknowledges that the Lesser has made no representation or warranty and provides no covenant, representation or warranty concerning soil conditions, the existence of any items below the surface, and/or the environmental status of the Leased Property at any time. The Lessee acknowledges having inspected the property prior to signing this Lease and has relied upon its inspection regarding the suitability, condition, and state of repair of the Leased Property. The Lessee further acknowledges that it has conducted its own due diligence as the size of the Leased Property and the size of the arable part of the Leased Property and has not relied upon any representation or warranty of the Lesser. The Lessee acknowledges that they shall not submit any claim for rent repayment if size of the arable land is less than as set out in this Lease.

5. USE OF LAND

- a. The Lessee shall use the land for patron and staff parking for the Town of St. Marys Lind Sportsplex and Quarry.

6. ALTERATIONS BY LESSEE

- a. The Lessee may from time to time at its own expense make changes, additions and improvements to the Leased Property to better adapt the same to its business, provided that any change, addition or improvement shall be made only after obtaining written consent of the Lesser which consent may not be unreasonably withheld and shall be carried out in a good and workmanlike manner and only by persons selected by the Lessee and reasonably approved in writing by the Lesser.

7. TERMINATION AND/OR CANCELLATION

- a. If the Lessee should neglect to execute the work properly or fail to perform any provisions of this Lease, the Lesser after three (3) business days written notice to the Lessee, may, without prejudice to any other remedy in existence, make good such deficiencies and may include the cost thereof to any payment then and thereafter due to be paid by the Lessee to the Lesser. Continued failure of the Lessee to execute the work properly shall result in a termination of the Lease.
- b. The Lesser may terminate this lease Agreement at any time. If the Lesser wishes to terminate the lease without clause, it shall provide written notice of the termination. The Lessee shall not demand claim or plead any damages, costs, monies or further compensation from the Lesser of any kind whatsoever except as specifically provided for in this Agreement. The Lessee waives any and all claims, damages, and/or losses for future income, profits or monies due to the termination of this Lease agreement. If the Lease is terminated for breach or default of the Lessee, then at the Lesser's option the lease shall be at an end and the Lessee shall not be entitled to any compensation.

8. INDEMNITY

- a. The Lessee shall indemnify and hold harmless the Lesser, its officers and employees from and against any and all liabilities, claims, demands, loss and cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the use of the Leased Property attributable to bodily injury, sickness, disease or death

or to damage to or destruction of tangible property caused by any acts or omissions of the Lessee, its officers, agents, employees or other persons for whom the Lessee is legally responsible.

9. INSURANCE

- a. The Lessee shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements:
 - i. Commercial General Liability insurance satisfactory to the Lesser and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for bodily injury, property damage and personal injury and shall include but not be limited to:
 - A limit of a liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000.
 - The Lesser shall be added as an additional insured with respect to the operations of the Named insured.
 - The policy shall contain a provision for cross liability in respect if the Named insured.
 - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage.
 - Products and completed operations coverage.
 - Broad Form Property Damage.
 - Contractual Liability.
 - The policy shall provide 30 days prior notice to cancellation.
 - ii. A standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle.

10.SUB-CONTRACTS

- a. The Lessee acknowledges and agrees that this Lease cannot be sub-contracted to any other party without the previous consent, in writing, of the Lesser's officials, which consent shall not be unreasonably withheld.

11.ASSIGNMENT OF AGREEMENT

- a. The Lessee acknowledges and agrees they shall not assign transfer, convey, sublet, or otherwise dispose of this Lease or their right, title, or interest therein, or their power to execute such Lease, to any other person, company or lesser, without the previous consent, in writing, of the Lesser's officials, which consent shall not be unreasonably withheld.

12.PROTECTION OF PROPERTY

- a. The Lessee agrees it will be responsible for any damage that may occur relative to the execution of all operations arising from this Lease. Any damage done to the leased property must be made good to the satisfaction of the Lesser.

13. OVERHOLDING ("ROLLING LEASE")

- a. If the Lessee continues to occupy the Leased Property with the written consent of the Lesser after the expiration or other termination of the Lease, then, without any further agreement, the Lessee shall be a lessee from year to year unless stated explicitly otherwise in the written consent of the Lesser, and subject always to all of the other provisions in this Lease; provided that if the Lessee continues to occupy the Leased Property without prior written consent, then the Lessee shall be a tenant at will and shall pay to the Lesser, as liquidated damages and not as rent, an amount equal to the amount the Lessee would otherwise be liable to pay under the terms of the Lease if it had not expired or otherwise been terminated, accruing from day to day and adjusted pro rata accordingly and subject always to all provisions of this Lease insofar as they are applicable to a tenancy at sufferance, and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Lesser from taking action for recovery of possession of the Leased Property.

14. GENERAL

- a. Workplace Safety Insurance Act
 - i. The Lessee shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account, and that their account is in good standing as part of an executed Land-Lease Agreement. The Lessee acknowledges and agrees to maintain their WSIB accounting in good standing throughout the agreement period
 - ii. If the Lessee does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Lesser at time of execution of the Agreement.
- b. Occupational Health and Safety
 - i. The Lessee's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Lessee acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work.
- c. Freedom of Information
 - i. The Lesser is subject to the Municipal Freedom of Information and Protection of Privacy Act as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Lesser by the Lessee pursuant to this Lease may be available to the public unless the party submitting the information request that it be treated as confidential.
- d. Relationship of the Parties
 - a. The parties hereto expressly disclaim any intention to create, and nothing in this Lease shall be deemed to create, a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.
- e. Access

- a. An incoming Lessee, purchaser, or the Lesser shall have the right to enter upon the Leased Property to examine, inspect and show the Leased Property for the purposes of leasing, sale or financing.
- b. The Lesser or its agents or employees, at all times for all purposes, shall have full and free access to the Leased Property upon the provision of a reasonable notice to the Lessee.
- f. No Transfer on Bankruptcy
 - a. Neither this Lease nor any interest of the Lessee herein nor any estate hereby created will pass or ensure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Lessee or other by operation of law.
- g. Amendments to the Lease
 - a. No alteration or amendment of this Lease shall take effect unless the same is in writing duly executed by each of the parties in the same manner as this Lease.

15. MISCELLANEOUS

- a. The Lessee shall not at any time register notice of or a copy of this Lease on title to the Lands or any part thereof without consent of the Lesser.
- b. This Lease constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representation or other agreements between the parties in connection with subject matter hereof, except as specifically set forth herein.
- c. The Lease shall not call on or demand the Lesser to perform any repairs or renovations prior to or after it obtain possession of the Leased Property.

16. NOTIFICATION

17. Any notice or other communication required or permitted to be given shall be directed to the following addresses:

If to the Lessee:

The Corporation of the Town of St. Marys
Attn: Clerk
175 Queen Street East
P.O. Box 998
St. Marys, Ontario
N4X 1B6
clerksoffice@town.stmarys.on.ca

If to the Lesser:

Forman Electric Ltd.
185 King St. S.
P.O. Box 1801
St. Marys, ON
N4X 1C2



IT IS HEREBY declared and agreed that the expressions of the parties hereto wherever used in the indenture shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators, successors or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.



SIGNED, SEALED AND DELIVERED

In the presence of:

THE CORPORATION OF THE TOWN OF ST.MARYS

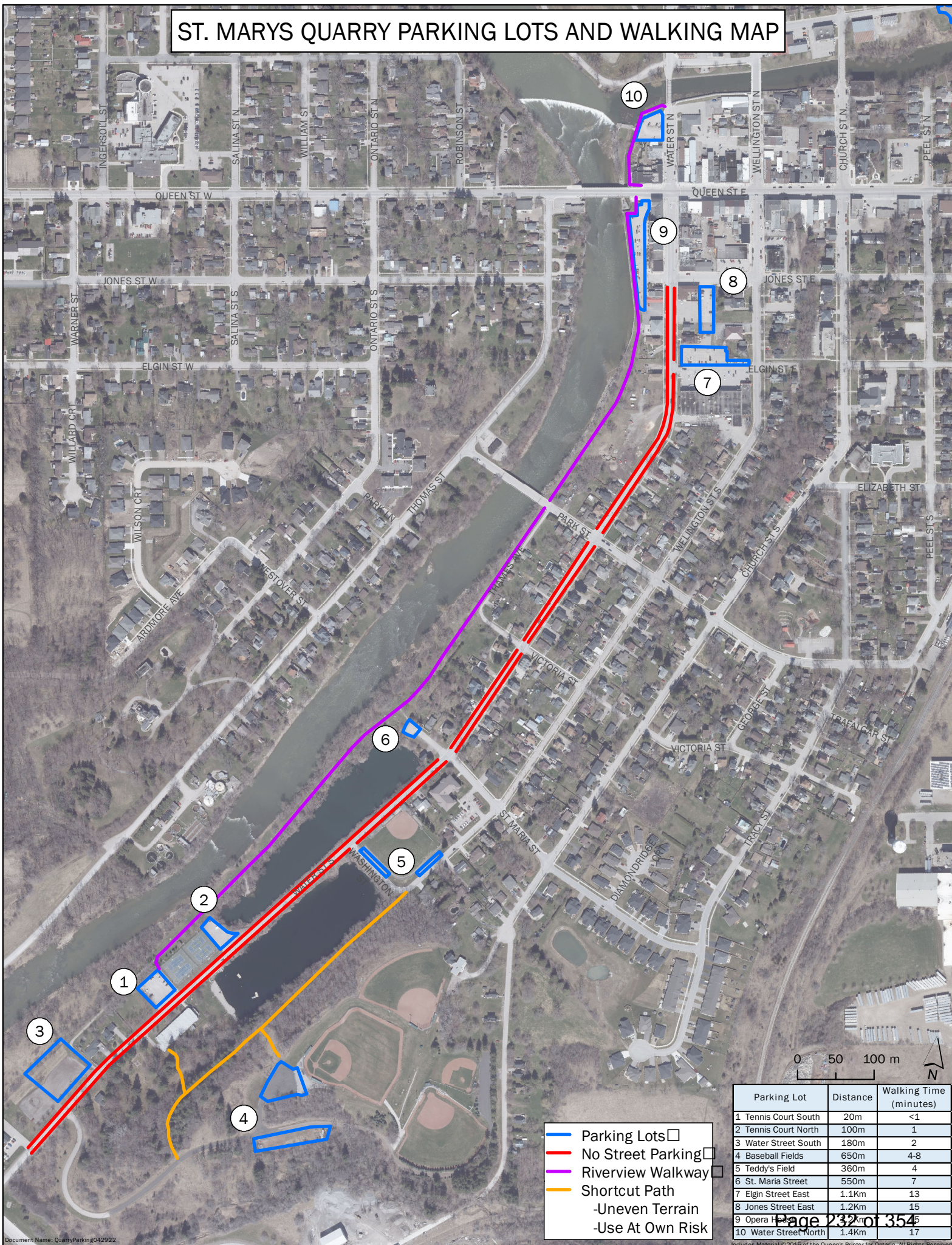
Al Strathdee, Mayor

Jenna McCartney, Clerk

FORMAN ELECTRIC LTD.

Andy Forman, Lesser

ST. MARYS QUARRY PARKING LOTS AND WALKING MAP



Parking Lot	Distance	Walking Time (minutes)
1 Tennis Court South	20m	<1
2 Tennis Court North	100m	1
3 Water Street South	180m	2
4 Baseball Fields	650m	4-8
5 Teddy's Field	360m	4
6 St. Maria Street	550m	7
7 Elgin Street East	1.1Km	13
8 Jones Street East	1.2Km	15
9 Opera House	1.3Km	15
10 Water Street North	1.4Km	17

- Parking Lots
- No Street Parking
- Riverview Walkway
- Shortcut Path
- Uneven Terrain
- Use At Own Risk



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Manager
Date of Meeting:	28 June 2022
Subject:	PW 42-2022 Blue Box Program Transition

PURPOSE

This report is to provide Council with information on the current status of the transition of the blue box program in Ontario and what may be expected as the program transition moves forward.

RECOMMENDATION

THAT report PW 42-2022, Blue Box Program Transition be received; and

THAT Council endorses Option 2 as recommended within PW 42-2022 report and directs staff to defer any formal procurement of waste and / or recycling services until more information is known regarding the blue box program's transition to producer responsibility; and

THAT Council authorize staff to negotiate changes to waste collection contracts as may be necessary through the blue box program transition period; and

THAT staff report back as necessary regarding any amendments to the existing municipal waste co-collection agreements.

BACKGROUND

In June 2021, the Ministry of Environment, Conservation and Parks (MECP) released the Blue Box Regulation that will transition responsibility for the current Blue Box program (Curbside Recycling Services) from Municipalities to producer responsibility.

The regulation included a "transition schedule" that indicated all Ontario municipalities would transition to a producer responsible framework between July 1st, 2023 and December 31st, 2025. The Town, as a member municipality of the Bluewater Recycling Association (BRA), was included along with all other member municipalities for transition on April 1, 2024.

This report is to provide Council with an update on the current state of the program's transition as well as what may be expected as the program transition continues to evolve and unfold.

REPORT

Throughout the Blue Box program transition, BRA has been in discussions with various stakeholders to understand and to be involved with the program's transition development. The current understanding is that the Blue Box program is anticipated to remain unchanged at the transition date of April 1, 2024 and through to the end of 2025 as producers have indicated an interest in maintaining existing collection services infrastructure through the transition period. Financial compensation from producers for services through this transition has yet to be determined. However, producer compensation is unlikely to cover "non-obligated" collection services such as from Industrial, Commercial and Institutional (ICI)

sources. Over the years, ICI has been included or incorporated into the curbside collection program, and as such, continued service delivery models and funding impacts will need to be determined.

The following provides a brief summary of current known information related to the current Blue Box transition and expectations moving forward:

- As a member of BRA with automated co-collection (i.e. solid waste and recycling), waste collection agreements may need to be amended and aligned with any applicable changes through the blue box program transition as the waste collection agreement relies on the recycling services.
- Once the program transition has been completed (circa 2026), it is likely that service changes will occur as producers become fully responsible for the system and its ongoing management. Today, changes (if any) are yet to be known, however may include:
 - Changes to acceptable materials;
 - Changes to collection frequency or methods;
 - Changes to, or potential elimination of, convenience depots;
 - Potential impacts or changes to service providers;
 - Ineligible sources such as Industrial, Commercial and Institutional (IC&) will no longer be collected along with residential material and will need to be managed separately.
 - Possible impacts to collection days and / or impacts to “co-collection” service delivery availability.

**For more information, please refer to Attachment No. 1 to this report.*

As the rules for the program transition are unknown at this time, the exact nature of the transition details and impacts to existing program delivery models are yet to be realized. At this time, BRA has indicated that they believe producer’s will elect to use BRA through the transition period (i.e. 2025). In the event that producer’s choose not to use BRA for Blue Box material collection, the producer’s would be responsible for sourcing and securing their own service providers for residential collection. If this were to occur, the Town would have two (2) options for consideration:

1. Issue procurement documents for new waste collection contracts to begin April 1, 2024.
2. Be prepared to amend existing waste collection services agreements with BRA as needed, and delay the procurement process for waste collection services for up to two (2) years to allow the transition program to be developed and better known and understood.

As indicated within the attached update, BRA and staff are recommending Option 2 above. This approach would allow the Town to avoid issuing procurement documents while terms and conditions on the program transition are being developed. This approach would work to better streamline transition from the municipality to producers while also working to maintain existing service delivery through the transition period.

FINANCIAL IMPLICATIONS

There are no financial implications at this time.

SUMMARY

Based on information known at the time of this report, it is staff’s recommendation that Council endorse Option 2, where any formal procurement on waste and / or recycling services be deferred until more information is known on the blue box program’s transition to Producer Responsibility. Under this approach, it is like that the Town and BRA will need to amend existing municipal waste co-collection agreements as necessary. The goal of this approach is to maintain existing service delivery methods

into and through the transition period to mitigate any uncertainties around contract procurement while the transition program is developed.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

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

ATTACHMENTS

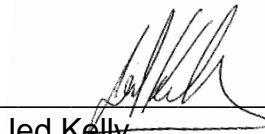
Attachment No. 1 – Blue Box Program Transition Update, May 2022

REVIEWED BY

Recommended by the Department

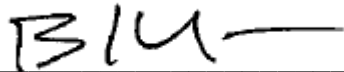


Dave Blake, C.E.T.
Environmental Services Manager



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



BLUE BOX PROGRAM TRANSITION UPDATE MAY 2022

WHAT TO EXPECT WITH UPCOMING TRANSITION

This report outlines where we are in the blue box transition to producer responsibility and what is expected to come next so everyone can be prepared to take action.

WHAT YOU NEED TO KNOW

The final outcome of the new regulation is yet to be determined. Based on the numerous meetings we have had with the stakeholders and our knowledge of the current state of affairs of the industry, here is what we expect will happen.

The producers understand that the supply chain is not what it used to be. They know that it takes 18-24 months to procure vehicles for example which makes it virtually impossible to go through a procurement process to establish new service providers to meet their needs. As such, they understand that it is in everyone's best interests to use the existing infrastructure until the transition period is complete on December 31, 2025 as a mitigation measure to support a seamless transition.

At that time, post transition, the producer's obligations change and with it will be the need for new and/or different infrastructure. They have time to plan and procure what they need for 2026 and beyond.

In the meantime, their plan is to continue with existing collection services during transition period while each PRO will receive its share of collected materials and will make its own arrangements for post-collection that may or may not include the Association's Material Recovery Facility (MRF).

The producers have a preference for municipalities to continue to provide collection services through the transition period to reduce risk of service disruption. Producers are expected to offer to contract the Association to continue residence and facility collection services until December 31, 2025. Contract will be based on continuing existing services. Current residences and facilities, accepted materials, number of streams, collection container, continuation of co-collection if applicable, continuation of commingling of materials from eligible and non-eligible sources. Contract will include methodology to calculate quantity collected from non-eligible sources to deduct costs for collection and management from payment due. They are also expected to offer nominal compensation for administration costs and local promotion and education.

After 2026, opportunity to continue to deliver collection services where we are willing to execute the collection their Request For Proposal that will include a detailed Master Service Agreement (MSA) and the Scope of Work (SoW). Interest of continuing beyond 2025 will depend on the terms offered at the time.

TRANSITION PERIOD - NOW TO END OF 2025

1. The Municipal obligations to report has been and will continue to be satisfied by the Association so your staff does not have to worry about these reports.
2. We believe that our member municipalities will not be identified as a producer, which is consistent with similar current requirements.
3. The current blue box program is expected to remain unchanged at the transition date of April 1, 2024 through to the end of 2025. This means that you can expect the Association to continue to provide the same service you have been accustomed to over the last 30 years with the same:
 - a. Collection frequency
 - b. Materials collected
 - c. Collection container to be used (wheelie bin and/or convenience bin)
 - d. Sources of materials to be collected (residential, institutional, commercial, industrial, convenience depots, and public spaces, where applicable)
 - e. Collection day (subject to operational changes as a result of growth for example)
 - f. Collection truck with co-collection services on the same day, where applicable.
 - g. Collecting the materials in a single stream.
 - h. Wheelie bin management system including inventory, repairs, exchanges, and new deliveries.
4. We expect that the PRO's will contract the Association to provide the current services until the end 2025.
5. The financial compensation offer from the PRO's to provide the services is expected to generally cover the cost of residential service. From experience, we know they will want to exempt themselves of any non-obligated services. In other words, they will not pay for non-obligated sources such as ICI services, and any non-obligated materials.
6. Existing Automated Co-Collection agreements will be amended and aligned with any changes applicable as a result of the recycling program changes because of the integrated nature of the services.

POST TRANSITION PERIOD - 2026 AND BEYOND

Once all the municipalities in Ontario have fully transitioned to the producer responsibility system, their obligations change and with it you can expect service changes but they will be beyond your control as the producers will be fully responsible for the system and its management.

1. Change in collected materials. Collection of all Blue Box Material defined in the regulations as packaging, paper product, packaging-like product. Some of those materials may be collected through other channels such as return to retail or at depot facilities. This depot approach was used in BC for plastic film, glass, and polystyrene.
2. Possible change in collection frequency. The curbside collection obligation is limited to biweekly collection. It is expected that if you currently have weekly recycling collection service that it will be reduced to biweekly as of January 1, 2026.
3. They may shift some communities to two stream from the current single stream to align all communities in a collection catchment area to facilitate receiving facility logistics.
4. Contamination penalties. Services are expected to include a 4% contamination threshold limit with corrective improvement plans needed and financial penalties for failure to meet this requirements. The 4% level is virtually impossible to reach using the current system.
5. Ineligible sources (ICI) will no longer be collected with the residential material. They will have to be collected and managed separately.
6. Convenience depots service will likely be dropped since curbside service is provided.
7. Co-collection services will be more difficult as a result of the procurement process. This will lead to other issues such as having different collection days for waste and recycling and increase the number of vehicles on the road, while increasing local municipal cost.
8. Compensation will be based on bid price for comparable eligible communities in collection RFP process plus an allowance for contract administration. The contract will use a Master Service Agreement (MAS) and a common Scope of Work (SoW).
9. They must service one public recycling bin per 800 people (as per s. 28 of the regulation).
10. They will have to meet the performance targets outlined in the regulation.

BACKGROUND

On June 3, 2021, the Ministry of the Environment, Conservation and Parks (MOECP) released the Blue Box regulation (Ontario Regulation 391/21) that transitions the current Blue Box Program to full producer responsibility.

More information on the “blue box” road that began in 1981 to the variations of shared responsibility models leading to this change is discussed in the accompanying report titled Blue Box Regulation Primer.

The transition schedule released by the MOECP, as an attachment to the Blue Box regulation, indicates that all Ontario municipalities will transition between July 1, 2023 and December 31, 2025. All Bluewater Recycling Association member municipalities will transition to full producer responsibility on April 1, 2024.

During the transition period (July 1, 2023 to December 31, 2025), producers of products and/or packaging will be required to make best efforts to implement or continue operation of the recycling programs as established in each municipality (e.g., maintain the collection frequency and collected materials as they were in place in the municipality before transition) for eligible sources and public spaces as defined by the regulation.

As of January 1, 2026, producers are required to implement a standardized Provincial Blue Box Program (the common collection system) across Ontario that meets the regulatory requirements set by the province. It is expected that obligated producers will enlist the services of Producer Responsibility Organizations (PROs) to meet their regulatory requirements under the Blue Box Program on their behalf. A PRO would provide collection, management and administrative services to assist producers in meeting their regulatory obligations.

PROs are currently in the process of developing rules for the new producer-led Blue Box Program that must be submitted to and accepted by the Resource Productivity and Recovery Authority (RPRA), the agency of the Province responsible for program oversight under the Regulation. The Rules must be submitted by July 1, 2022. There are no timeline for RPRA to accept or reject the rules.

MUNICIPALITY'S OBLIGATIONS UNDER THE BLUE BOX REGULATION

DATA SUBMISSION REPORTS

Municipalities must provide the Resource Productivity and Recovery Authority (RPRA) with information regarding their individual established waste and recycling collection systems through an Initial Report and a Transition Report. The Initial Report was submitted by the Bluewater Recycling Association (BRA) staff to RPRA by the September 30, 2021 deadline. The Transition Report, which includes additional details, will be submitted by BRA staff to RPRA by the August 31, 2022 deadline.

The information collected as part of the Initial Report and Transition Report will help producers and their delegated PROs understand existing municipal recycling programs that will need to be replicated as part of their responsibility under the Blue Box regulation during the transition period. It will also help PROs as they collaborate to determine how they will collectively service all eligible sources and public spaces in transitioned municipalities.

MUNICIPALITIES AS A PRODUCER

Under the Blue Box regulation, the Municipality could meet the definition of a producer for the paper-type correspondence and information distributed to its residents, such as water bills, Municipal services handouts, and other notices. If this is the case, the Municipality may also need to fulfill the requirements of a producer, including collection, management, and promotion and education requirements related to the paper products supplied to its residents.

The Blue Box regulation exempts producers that:

1. Generate less than \$2 million gross annual revenue from products and services in Ontario; and/or
2. Supply less than 9,000 kilograms per year of paper.

Of interest, these criteria would capture many municipalities across Ontario, along with provincial ministries, agencies and Crown corporations, colleges and universities, as well as other not-for-profit organizations. Should it be determined that the Municipality is a producer and therefore required to meet collection, management, and promotion and education requirements set out in the Blue Box regulation, obtaining the services of a PRO to help meet producer requirements would need to be considered, in addition to registering as a producer.

AMO is continuing discussions with the MOECP and RPRA on behalf of Ontario municipalities on the interpretation of this requirement and the potential exemption of municipalities and will provide further guidance as more information is obtained.

DEVELOPMENT OF THE NEW BLUE BOX PROGRAM

A full understanding of the potential opportunities and impacts to the Municipality's current recycling program will not be known until the rules are established. The rules must be submitted to RPRA by July 1, 2022 and will set out how PROs will manage collection services for all municipalities throughout Ontario. Until then, it will be difficult to understand how collection will be undertaken for residents or which PRO to enter into discussions with about the provision of blue box collection services. Currently, three PROs are working to establish the rules: Circular Materials, Resource Recovery Alliance and Ryse Solutions Ontario Inc. At the writing of this report, the PROs have not reached agreement on the rules.

AMENDMENTS TO BLUE BOX REGULATION

The amendments will not impact your municipality. Residents will continue to receive the same services throughout the transition period and transition timelines will continue to be met. The amendments do not change the materials collected or the communities that receive collection. Nor do they impact collection requirements or diversion outcomes.

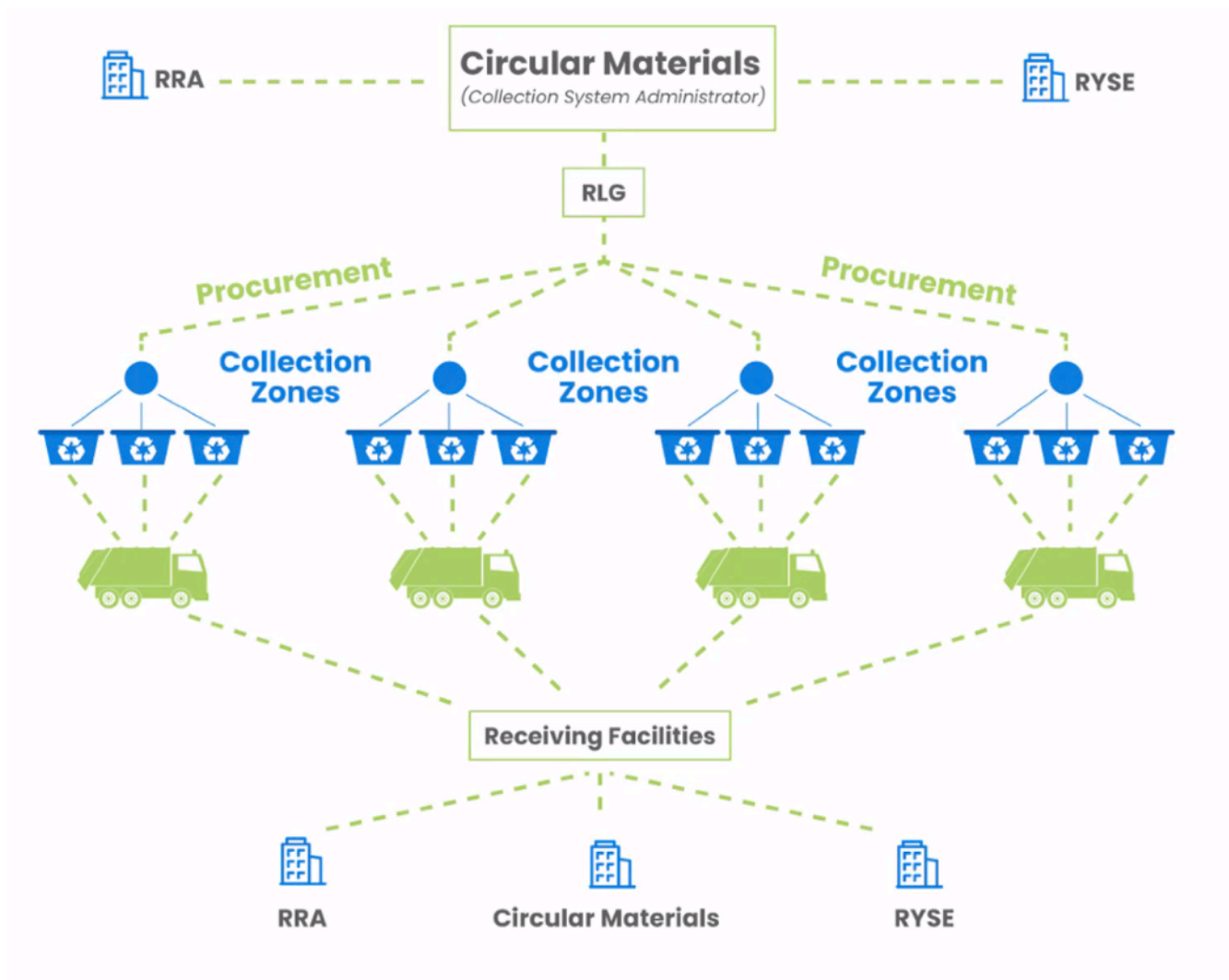
MOECP made these changes to the regulation to clarify the process for creating the collection system and to ensure that a smooth transition to full producer responsibility can begin on July 1, 2023 as planned.

These changes will minimize impact to business and ensure residents who currently receive blue box services will continue to receive blue box services. Specifically, they:

- Removed the allocation rules and allocation table from the regulation.
- Made every producer responsible for providing a province-wide collection network.
- Made it easier for producers and PROs to collaborate on a province-wide common collection system that will service all collection locations and eligible communities.
- Require PROs that represent producers that supply more than 66% of Blue Box tonnes to submit an operational plan for how they will operate the system by July 1, 2022. The report is to include
 - How the PROs intends to establish and operate a collection system, including with other PROs
 - How the PROs will make collected blue box material available for processing,
 - How it will be processed, and location of receiving facilities in Ontario
 - A description of how the PROs intends to comply with P&E requirements

- Exempted newspaper publishers from collection, management, and promotion and education requirements.
- Maintained newspaper collection so residents can continue to recycle newspaper in the Blue Box system.

Circular Materials and Ryse Solutions are in discussions to establish a commercial agreement to underpin the Initial Report due to RPRA by July 1, 2022. Subject to these discussions, Circular Materials is planning to utilize its existing service provider RLG to manage the collection system. The diagram below outlines their vision of the system.



ISSUES AND POSSIBLE IMPACTS OF BLUE BOX REGULATION

CO-COLLECTION SERVICE

Co-collection services such as those offered by the Association are an efficient way of providing collection service in a rural area. In fact, it is a recommended best practice by the U.S. Environmental Protection Agency. However, it is not a practice that is conducive to extended producer responsibility since different parties are responsible for different waste streams. With a shared service it is difficult to segregate and allocate the costs for each stream. Early indications are that the producers will propose to continue status quo through the transition period ending December 31, 2025. The producers are expected to want to procure collection services through competitive procurement using collection catchments area in 2026 to meet their obligations. If the terms are acceptable at that time we may be able to submit a proposal for the collection of blue box collection that coincides with the required local waste/organics collection services.

WASTE COLLECTION AGREEMENTS

Since the Regulation was announced, the Association staff has continued to consult with external stakeholders such as PROs and the AMO in

order to better understand potential impacts the new Blue Box Program will have on the Association's integrated waste management system and associated policies and programs. Progress on key considerations and deliverables for the successful transition of the Blue Box Program for the Municipality is described below.

The Association staff met with all three PROs and gained an understanding of their vision for the new Blue Box Program but must await confirmation of the rules before proceeding with the step of formal negotiations. In discussions with the PROs, all three expressed a desire to enter into an agreement with the Association to provide collection services utilizing existing arrangements, at least during the transition period and perhaps beyond if agreement can be reached on terms.



However, as noted above, the Association staff cannot begin negotiations with PROs until after the rules for common collection system are established (i.e., after July 1, 2022). Accordingly, it is forecasted that the rules will be set and the Association will commence negotiations with the PROs in the latter half of 2022 to confirm the Association's role in the delivery of Blue Box recyclables collection.

All of the Association's waste collection agreements are based on the provision of recycling services because they are integrated and provided with the same vehicle at the same time. The provision of waste collection service as an add-on to recycling collection is less costly than utilizing a separate collection vehicle in most cases. Without recycling services all waste collection agreements would terminate on April 1, 2024.

If the PROs choose not to utilize the Association for blue box collection, the PROs would be responsible for securing their own service provider(s) for residential blue box collection (and for providing containers, promotion and education, and customer service). In this scenario, the members would have two broad options for collection of the waste streams:

1. Issue procurement documents in the first half of 2022 for new collection contracts to begin in April 2024. Since it is not yet known if the PROs will ultimately utilize the Association for blue box collection services, in either the short or long term, a procurement issued at this time would need to include a provisional item for blue box collection or early terminations, both of which are expected to result in increased prices.
2. Be prepared to amend the agreements, if needed, to remove blue box collection from eligible sources, which would allow the Municipality to delay any procurement process for up to two years. This approach may result in price adjustments, however annual total municipal costs will decrease. This approach has the benefit of knowing with certainty if the PROs will utilize the Association for blue box collection in both the short and long term before initiating a procurement process.

The Association is recommending the second approach to amend the Municipal waste collection agreement, if necessary, including price adjustments to reflect the possible removal of recyclables collection services and to amend the term to bring its end date in line with the end of 2025. This would allow for the possibility of issuance of procurement documents in 2023 or 2024, with new collection contracts beginning in 2026, if needed.

The extension agreement would provide the time necessary for the PROs to organize themselves and for negotiations between the Association and the PROs to occur. This approach will facilitate a seamless transition from the municipality to a producer-controlled program.

COLLECTION OF BLUE BOX RECYCLABLES FROM INELIGIBLE SOURCES

The Blue Box regulation lists a number of eligible sources, from which producers must collect Blue Box recyclables including single-family homes, multi-residential buildings, publicly operated long-term care and retirement homes, schools, and some public spaces (parks, playgrounds, transit stations and sidewalks).

Sources that are not eligible for collection by producers after transition and that are currently serviced under the Association's recycling program are outlined in the table below. The exact cost to continue to service (collection and processing) these locations will not be known until negotiations with the PRO's have concluded. If the Association continues to provide the residential service, no changes in cost are expected but that portion of the cost to service ineligible sources would continue to be a Municipal responsibility. In most municipalities, ineligible sources consist of between 5 to 10% of all services.

During the transition period, the producers are proposing to continue commingling of blue box material from eligible and non-eligible sources on residential collection routes. They plan to use methodology to calculate the quantity of materials collected from non-eligible sources and to deduct it from total material collected to yield residential material collected. They will then invoice eligible municipalities for the costs to collect and manage material from non-eligible sources.

After 2026, commingling adds administrative and material tracking costs and introduces data uncertainty for enforceable performance targets. They propose that collection from non-eligible sources be segregated as of 2026.

INSTITUTIONAL	COMMERCIAL	INDUSTRIAL
Municipal Buildings Community Centres Arenas Libraries Police Stations Fire Halls Hospitals Banquet Halls Funeral Homes Post Offices Museums Airports	Office Buildings Small Retailers Big Box Retailers Restaurants Taverns Fuel Station Auto Dealerships Banks Hotel/Motel Private Campgrounds Golf Courses Marinas	Saw Mills Grain Elevators Heavy Manufacturing Cement/Asphalt Plants Foundries Breweries Abattoirs Food Processing Plants Cold Storage Facilities Warehousing Truck Terminals Water Treatment Plants

CONVENIENCE DEPOTS

In addition to the collection of Blue Box recyclables from eligible sources, producers are also obligated to collect from depots. During the initial transition period (July 1, 2023 - December 31, 2025), PROs are required to operate or service at least as many depot collection sites for Blue Box recyclables as there are currently. Based on discussions with the PROs, it is anticipated that they will seek to utilize the Association's convenience depot to fulfil this obligation. Negotiations with the PROs for the use of the convenience depots are also anticipated to occur in the latter half of 2022.

It should be noted that starting in 2026, the producers will not be obligated to service secondary depots. Secondary depots are defined as convenience depots in a municipality serviced with curbside collection. It is unknown whether they will service them or not but the expectation is that they will not because service is already provided at curbside and convenience depot can be more expensive to service and the quality of the material recovered is usually lower.



PUBLIC SPACE DEPOTS

While not a wide spread application in our member municipalities, the use of public space recycling bins is one of the items outlined in the new regulation. Producers are required to service a certain number of bins that generally equates to one per 800 people in each community but they must be paired with a waste bin. In our area, where provided they are usually serviced by the public works crew and the materials collected are placed in a convenience depot at the works yard that is then serviced by the Association. While many have tried over the years to implement such a program, most have failed because of the level of contamination that is found in those containers. As a result, most of the material collected is diverted to the waste bin.

Nevertheless, the producers are responsible to provide the service. During the transition period they intend to have the municipalities continue to service the existing containers but the payment to provide that service is yet to be established. They hope to use the data from a costing study to be completed in coming months. After the transition they will have to establish public space depots in line with the regulation requirements and they hope the municipalities will continue or start to service them.

CONTAMINATION

When producers are responsible for all the costs to manage a blue box program they have a propensity to minimize all unnecessary costs and all un-obligated costs. Contamination is an easy target as it is materials that are not part of the program and if they were not present the cost to manage them would be eliminated and the overall system costs would be lower. As such, it has been used in other jurisdictions to squeeze costs out of the system by making other parties responsible to eliminate this unnecessary costs. Unfortunately, this responsibility falls on the Municipality to “educate” their resident to use the system properly.

Blue box material is defined in the Blue Box Regulation as packaging, paper product, and packaging-like product. Contamination examples include hard cover books, toys, electronics, textiles, garden hoses, pots and pans, etc. as well as items designated under another regulation such as containers designated under HSP Regulation e.g., paint cans.

In BC, the producers set the allowable contamination rate at 3% which is well below industry standards at 10% for dual stream and 20% for single stream systems. Early proposals aim at an aspirational target of 4% non-blue box material in material collected from residences and facilities and at depots in Ontario.

During the transition, municipalities that exceeds 4% non-blue box material in inbound material over rolling 6-month period would be expected to develop and implement an improvement plan to gradually reduce non-blue box material through continuous improvement. The improvement plan would have to address the source and type of contamination, typically involving the modification and/or focused P&E efforts, supported by P&E developed for common collection system.

After 2026, a similar approach for improvement plans would be expected but their terms would also include service level failure credits, in other words financial penalties for not meeting their standard.

The Association’s audit work reveal that our contamination levels are lower than industry average but nevertheless much higher than the producers aspirational target. We expect that the penalty levels outlined in any agreement after 2026 will play a role in our decision to proceed with any work at that time.



NEXT STEPS

Once producers and producer responsibility organizations (PROs) finalize the rules for the new producer led Blue Box Program (expected to occur around mid-2022), negotiations will need to take place immediately with PROs to confirm the Association and Municipality's role in the collection of Blue Box recyclables under the new Regulation to ensure a smooth transition on the Municipality's transition date of April 1, 2024.

It is important to note that PROs are operating under a severely constricted timeline to have services in place in time for the transition. Accordingly, any agreement(s) negotiated between the Association and PROs may require expedited execution to ensure the Municipality's and residents' best interests are protected. To ensure a successful and smooth transition to the new program, the Association is recommending that delegated authority be given to the appropriate staff to execute any such agreements in case there is not sufficient time to report to Council for approval. Information will be brought forward to Council expeditiously as more details are known and when agreements are reached, if applicable.

Once the rules for the new producer led Blue Box Program are established, the Association will negotiate and finalize agreements with PROs to provide blue box collection services on their behalf from April 2024 until December 2025 and execute such agreements with each member municipality.

The Association will negotiate and finalize amendments to the waste collection agreements to reflect the possible full or partial removal of recyclables collection services and to bring its end date in line with the end date of the curbside collection services as described in this report.

Municipalities through the supply of paper products to residents (e.g., water bills, Municipal services handouts, and other notices) may meet the definition of a producer under the Blue Box regulation and be required to meet management requirements outlined in the regulation.

The Association will continue to monitor the development and implementation of the new Blue Box Program and identify learnings from those municipalities scheduled to transition in 2023.

Councils may want to discuss whether they want to continue to provide blue box services to ineligible sources (institutional, commercial, and industrial establishments) beyond 2025.

RISK CONSIDERATIONS

If the Municipality chooses to end its current waste collection contracts on their current transition date of April 1, 2024, the procurement documents for the new collection contracts, which would commence on April 1, 2024 would need to be issued this spring to give the successful vendor(s) sufficient time to procure collection vehicles. Carrying out a procurement process this spring presents risks since producers and PROs will not have finalized the rules for the new producer led Blue Box Program or finalized negotiations with the Association with respect to the provision of blue box collection services in time to inform the development of the Municipality's new post-transition collection contracts. This would mean the procurement documents would need to include assumptions and provisional items that would increase cost and risk.

To mitigate this risk, the Association is recommending that the Municipality amend existing waste collection service agreements and delay the procurement process for any new collection contracts. This will allow for a seamless transition and provide the time necessary for the PROs to inform the Municipality's new post-transition collection contracts.

The Association will endeavour to negotiate agreements with PROs to provide collection of Blue Box recyclables on their behalf but there is a risk that a reasonable agreement may not be reached. The above noted amendments and delay to the procurement process for the Municipality's next waste collection contract will mitigate this risk and avert any impacts on the Municipality's collection program of residential waste.

FINANCIAL IMPLICATIONS

There are no direct or immediate financial implications associated with this report. Any financial implications arising from the transition to full producer responsibility will be communicated to the Municipality throughout the transition process and will be presented for approval as part of the annual budget process in the appropriate year.

OUR TEAM IS AT YOUR SERVICE!



CONTACT INFORMATION:

Phone: 519.228.6678

E-mail: bluebox@bra.org

URL: www.bra.org

Address: 415 Canada Avenue
Huron Park, ON N0M 1Y0



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Manager
Date of Meeting:	28 June 2022
Subject:	PW 43-2022 Transition of Industrial Waste Surcharge Program

PURPOSE

The Industrial Waste Surcharge Program is administered for the wastewater system in accordance with Section 15.1.1 of Municipal By-law 46-2014. This report is presented to Council to consider the Transition of the Industrial Waste Surcharge Program to the new program model for implementation July 1, 2022.

RECOMMENDATION

THAT report PW 43-2022, Transition of Industrial Waste Surcharge Program be received; and

THAT Council approve the transition of the Industrial Waste Surcharge Program, effective July 1, 2022; and,

THAT Council consider By-law 65-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreement with Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada ULC; and,

THAT Council consider By-law 66-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreement with Saputo Dairy Products Canada G.P.; and,

THAT Council consider By-law 67-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreement with Perth County Ingredients; and,

THAT Council consider By-law 68-2022, authorizing the Mayor and Clerk to enter into the Industrial Waste Surcharge Agreements with Delmar Foods; and,

THAT By-laws 63-2006 and 76-2017 being by-laws authorizing Agreements with existing program users be repealed in their entirety; and,

THAT the Agreement between the Town of St. Marys and Shepherd Gourmet Dairy dated March 29, 2012 be repealed in its entirety; and,

THAT the Agreement between the Town of St. Marys and Perth County Ingredients dated May 20, 2011 be repealed in its entirety.

BACKGROUND

The Industrial Waste Surcharge Program is a program administered by the Town which allows the Town to “lease” unused, or uncommitted capacity at the Water Pollution Control Plant (WPCP) to program users. It permits sanitary discharges above standard by-law limits, up to a maximum limit defined within Agreement(s). The program is intended to be a cost recovery program for the Town by

recovering any increased expenses incurred at the WPCP as a result of treating the higher strength material.

The program also allows the industry to operate at a more economically viable state by permitting manageable, elevated sanitary discharges to the Town's system whereas the cost to meet standard by-law limits may otherwise be detrimental to operations.

On February 20, 2018, Staff presented the Strategic Priorities Committee (SPC) with *report PW 07-2018, Wastewater Industrial Waste Surcharge Program* for discussion. Through this report and subsequent discussion, Staff was provided with direction to proceed with transitioning the surcharge program towards a new delivery model to standardize and streamline the program as a whole. Since that time, staff has been working with internal and external stakeholders through consultation efforts to develop and finalize the updated program.

This report is presented to Council for consideration as the final stage for the program transition.

REPORT

The Town of St. has allowed for Industrial Waste Surcharge Agreements (IWSA) to be administered in relation to the sanitary sewer system dating back to around 1993. However, it was not until the mid to late 2000's when the program use shifted, and industrial uptake increased. Currently, there are three (3) active participants within the program which have been allocated a portion of excess, or unused capacity from the WPCP.

Over the years, as industrial facility users closed, opened, expanded, etc., the allocated capacity through the program increased and Agreements were absorbed into day-to-day operations. Today, program users rely on their Agreements under the program to continue their daily operations, and use the program to fully or partially subsidize their own pre-treatment requirements.

With the transition to a new model, the program will maintain a similar administration process as to the current program with many of the changes being implemented around the Agreements, capacity allotments, costing and compliance. With the transition, it will update and standardize all Agreements to ensure program users are all under the same structure. In addition, the program will move away from the current "flow and loading" based model to a simpler daily loading model. This change results in two (2) benefits with the first being program users are no longer limited to pre-determined flow thresholds allowing for growth and expansion while also delivering a simpler and easier program to follow.

The program will still be administered by maintaining third party processes in data acquisition and reporting. Samples will continue to be collected by the Operating Authority in accordance with approved Standard Operating Procedures and laboratory analysis will continue to be completed by a licences and accredited laboratory. Final results are then provided to Town Staff for determination of surcharge costing.

Reserve Loading Allocations:

The following capacity presents the daily loading allotments proposed under the program:

User	Maximum Allowable Concentration [Per sample – mg/L]				Overall Daily Loading [Kg/Day] ¹			
	BOD	TSS	P	O/G	BOD	TSS	P	O/G
Saputo	1,050	1,250	10	150	353	420	3	50
Perth County Ingredients	1,050	1,250	10	150	171	204	2	24
Delmar Foods	1,050	1,250	10	150	90	106	1	13
Cascades	1,050	1,250	10	150	23	38	1	11

Notes:

1. Flow limits are no longer incorporated into the program, which removes any uncertainty a program user may have with growth. Existing effluent flows have been utilized to determine reasonable daily loading limits (Kg/day).

The above allocations have been reviewed between individual program users and Town staff based on current utilization and needs plus a projected 15% growth provision. The allocations above regarding surcharge parameters works within the existing design objectives for the WPCP regarding incoming effluent and excess reserve daily loadings.

Non-Compliant Discharges – [Effective: January 1, 2023]

Enforcement has been one of the most difficult aspects of the program which has resulted in effluent loadings in excess of both permitted allocations and the design limits for the WPCP. In an effort to improve compliance, the program will now incorporate pre-defined factors for non-compliant discharges into each Agreement to incentivise compliant discharges.

This provision will come into effect and force on January 1, 2023 to allow existing program users to continue to review and address compliance challenges.

Stakeholder Consultation:

Currently, there are three (3) existing program users and one (1) pending program user. All existing and pending program users were provided with several opportunities to review and comment on the new program through various consultation initiatives over the last several years. Staff have worked closely with many users through a collaborative effort to ensure that the program transition would be successful and supportive for all parties. By providing those stakeholders with an opportunity to be engaged throughout this process and have their comments, along with Town concerns heard resulted in a better program to all parties and will help achieve the needed buy-in for those users moving forward.

Term of Agreement(s):

The term for the Agreements will be from July 1, 2022 through December 31, 2026. This will provide a level of certainty to program users that the terms and conditions of the Agreement are unlikely to change during this time so that investments and initiatives can be reviewed to ensure compliance objectives are met or improving.

At this time, and based on information detailed within this report, staff recommends that the Industrial Waste Surcharge Program transition to the new model July 1, 2022. All existing surcharge Agreements will be repealed in their entirety and replaced with new Agreements as attached with this report.

FINANCIAL IMPLICATIONS

It is difficult for staff to project the financial implications in relation to the program update. The program is designed to be relatively cost neutral, only recovering costs incurred at the WPCP as a result of treating elevated strength effluent from industrial sources. Actual costs recovered vary depending on the volume and strength of the effluent received. The more an industry pre-treats their effluent or doesn't pre-treat their effluent can have significant impacts to the financial recovery needed or required under the program.

The following table identifies historical revenue generation under the program for consideration:

	2019		2020		2021	
	Budget	Actual	Budget	Actual	Budget	Actual
Cost Recovery	\$70,000	\$147,487	\$70,000	\$201,618	\$100,000	\$265,000

As designed, under full compliance, the program would result in an estimated 30% reduction in revenue recovered under the program when compared to the existing program delivery model as surcharge

costs have been updated and realigned to better reflect actual costs incurred to treat higher strength effluent. Industrial users would therefore also see a potential reduction in program costs compared to the current model.

Any instances of non-compliance under the program would trigger built-in provisions that act similar to “penalties or fines” that are tied to the surcharge metrics that would be enforced and are not accounted for in the above financial implications.

SUMMARY

Based on information detailed within this report, and the completion of consultation efforts with program users, it is staff’s recommendation that the Industrial Waste Surcharge Program transition to the new program model as detailed within the attached Agreements for program users, effective July 1, 2022. This will enable the program to be streamlined and standardized in its delivery while also simplifying the overall program for users. It will also entice compliance through potential cost savings for program users while also having built-in non-compliance metrics.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar # 2 – Communication, Marketing and Engagement:
 - Outcome: St. Marys is committed to engaging and informing residents and stakeholders in key decisions.
 - Tactic(s): Conduct internal and external surveys as necessary
- Pillar # 3 & 5 – Balanced Growth and Economic Development, Industrial Strategy:
 - Outcome: Industry has played, and continues to play, a key role in the life of the Town in providing employment and economic stability. Seeking new opportunities to attract small, medium and large industry is in the Town’s best interest as part of its growth strategy.
 - Tactic(s): Align industrial strategy with both positioning, strategy and marketing / promotions plan. Ensure strategy is up to date with changing and new trends.
- Pillar # 3 & 5 – Balanced Growth and Economic Development, Business attraction, retention & expansion program:
 - Outcome: A key to growth is to ensure a vibrant and sustainable commercial sector. Economic development needs to rest on three pillars, beyond the traditional business attraction. It should also focus attention and resources to ensure both business retention and expansion.
 - Tactic(s): Encourage existing businesses to optimize on their existing buildings / spaces.
- Pillar # 3 & 5 – Balanced Growth and Economic Development, Incubators:
 - Outcome: Future industrial success will require the ability to create and grow local businesses as well as attracting new enterprises to the community.
 - Tactic(s): Research the possibility of introducing business incubator(s) as part of the industrial strategy, including potential partners, budget, utilizing existing facilities, governance model, etc.

OTHERS CONSULTED

- Jed Kelly, Director of Public Works – Town of St. Marys
- Saputo Dairy Products Canada G.P.

- Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada ULC
- Perth County Ingredients
- Delmar Foods

ATTACHMENTS

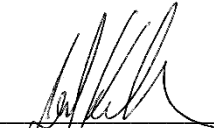
Attachment No. 1 – Example Agreement – Industrial Waste Surcharge Program – Saputo Dairy Products Canada G.P.

REVIEWED BY

Recommended by the Department



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



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

Industrial Waste Surcharge Agreement

This Agreement made this _____ day of _____, 2022.

BETWEEN:

The Corporation of the Town of St. Marys
Hereinafter called the "TOWN"

OF THE FIRST PART

And

Saputo Dairy Products Canada G.P.
Hereinafter called the "COMPANY"

OF THE SECOND PART

BEING an Agreement to regulate the discharge of wastewater (sewage) from the Company to the municipal wastewater collection system;

AND WHEREAS the Company agrees to compensate the Town for extra strength effluent loadings as per this Agreement;

AND WHEREAS the current sewage discharge from the Company to the Town of St. Marys Sewage Treatment Plant can no longer be sustained and the situation requires a solution;

AND WHEREAS the Company is required to take action to remedy the sewage discharge problems that have been created by this situation;

AND WHEREAS the Council for the Town enacted By-law No. 46 of 2014 on the 21 day of October, A.D., 2014 regulating the discharge of sewage and land drainage in the Town of St. Marys, and any revisions to the bylaw hereafter, shall be hereinafter referred to as "the By-law";

AND WHEREAS the said By-law prohibits the discharge or deposit of sewage containing certain substances in quantities in excess of the limits set by the By-law but provided that the Town may permit the discharge of sewage which would otherwise be prohibited by the said By-laws to an extent fixed by agreement with the Town under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment;

AND WHEREAS a person who has entered into such an agreement shall not be prosecuted under the By-laws for discharge or deposit of sewage in accordance with the terms of the agreement;

AND WHEREAS the Company carries on an industrial activity within the Town at premises municipally known as 38 Enterprise Drive, St. Marys, Ontario (the "Premises") which activity produces a sewage discharge in which the quantity of one or more of Suspended Solids, Biochemical Oxygen Demand (hereinafter referred to as B.O.D.), Oil and Grease

(animal/vegetable) or, Total Phosphorus is above the permissible limits set out in said By-law which results in materially adding to the cost of treatment at the municipal sewage treatment plant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agrees as follows:

1.0 COVENANTS OF THE TOWN

1.1 Responsibility

The Town shall not be responsible for the removal or treatment of any non-biodegradable or other priority pollutants contributed by the Company from the Premises that may pass through the treatment plant and their subsequent discharge to the receiving stream. If such discharge is in violation of any existing or future requirements of the *Canadian Environmental Protection Act*, *Federal Fisheries Act*, *Ontario Water Resources Act*, or any other applicable Act or Regulation, the Company shall be responsible for the removal or treatment of said pollutants prior to their discharge to the Town's sewage treatment plant.

1.2 Care and Control

The Town agrees to use reasonable care to regulate the industrial waste discharge from the Company in a manner similar to any other industrial user and in accordance with the provisions of the Town's By-law and this Agreement, however, the Town shall not be held liable for any discharge above and beyond those limits expressed herein and within the By-Law due to failure to comply by the Company.

2.0 COVENANTS OF THE COMPANY

2.1 By-Law Conformity

Except as otherwise expressly provided in this Agreement, the Company shall conform to the provisions of the said By-law of the Town relating to the discharge of sewage and in the event of termination of this Agreement the Company shall conform to the provisions of the said By-law.

2.2 Compensation Requirements

The Company agrees to pay to the Town the Surcharge Fee, as determined in accordance with Section 6.1 of this Agreement, bi-monthly.

2.3 Reporting Requirements

The Company agrees to provide to the Town a daily flow statement for every month within 15 days after the end of each month.

2.3 Indemnification of the Town

For the purposes of this section, "Town" means The Corporation of the Town of St. Marys, as well as any and all of its elected officials, representatives, officers, employees, servants, consultants, agents and contractors and "Company" means

the Company as well as any officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, contractor of the Company or of any person permitted or allowed by the Company to engage in any of the activities of the Company under this Agreement.

The Company agrees at all times to defend, indemnify and save the Town harmless from and against any and all claims that are caused to or incurred by, sustained or suffered by, occasioned to or imposed upon or made or instituted against, any of them or to which any of them may be liable by reason or default on the part of the Company Group under this Agreement or by reason of the Company Group carrying out or failing to carry out any obligation or responsibility to which it is subject under this Agreement, or by reason of any breach, violation or non-performance of any covenant, term, warranty, condition or provision in this Agreement by the Company Group, except to the extent that the same are caused by the gross negligence or deliberate wrong-doing of the Town.

The right to indemnity provided for in this Agreement and, in particular, this section shall survive the expiration or any termination of this Agreement.

3.0 DISCHARGE LIMITATIONS

3.1 Maximum Allowable Concentrations (MAC)

During the term of this Agreement only, the quality of the sewage discharged by the Company from the Premises to the sanitary sewer or combined sewer system may exceed the limits set by the By-law with respect to the quantity of Suspended Solids (TSS), Biochemical Oxygen Demand (B.O.D.), Oil and Grease (animal/vegetable) and, Phosphorus (collectively, the “**By-law Limits**”), provided that they shall not exceed the limits as stipulated in “Schedule A” to this Agreement (the “**Agreement Limits**”). Other than the discharge limits for Suspended Solids, Biochemical Oxygen Demand, Oil and Grease and Phosphorus, all discharge limits set out in Schedule “E” to the By-law continue to apply.

3.2 Contravention of Agreement – Discharge Limits

The discharge of sewage by the Company from the Premises containing Suspended Solids (TSS), Biochemical Oxygen Demand (B.O.D.), Oil and Grease (animal / vegetable) and, Phosphorus in excess of the limits expressed in Schedule A to this Agreement shall constitute a contravention of this Agreement and of the By-law.

3.3 Right to Revise – Discharge Limits

The Company agrees that the Town shall have the right to revise the requirements of this Agreement, including the By-law Limits and the Agreement Limits at any time during the term of this Agreement. Written notice of any proposed changes or modifications shall be issued to the Company by the Town at least 12 months prior to the effective date of the change.

3.4 Calculation of Surcharge Fee

The Company agrees that, subject to Section 3.5 of this Agreement, for every bi-monthly period the Town shall calculate the Surcharge Fee owed by the Company to the Town based on the actual flow submitted by the Company under Section 2.3 herein and analytical results received from the lab for the parameters as set in the Agreement. If the Company fails to submit the flow statement on due time, the Town will notify the Company in writing. If ten (10) days following receipt of such notice by the Company, the Town still hasn't received the flow statement, then the Town will have the right to estimate the flow data based on data obtained from the water supply meter for the Premises. The Company shall be estopped from disputing the Town's estimate of the actual flow and shall pay the Surcharge Fee calculated on that basis in the event that the Company fails to provide the information required in due time following receipt of the notice provided herein.

3.5 Sample Acquisition

In the Town's sole discretion, the Town may use samples collected by the Town or its designate in calculating the Surcharge Fee using the sample collection process set out in Section 7 of this Agreement.

3.6 Payable Surcharge Fee

The Company agrees to pay the Surcharge Fee bi-monthly within 30 days following receipt of the invoice from the Town.

3.7 Federal and Provincial Limitations – Discharge Limits

In the event that any applicable Federal or Provincial standards shall be enacted that are more stringent than the By-law Limits or the Agreement Limits, the Town shall notify the Company of the more stringent standards and solely if necessary, the parties shall agree to modify this Agreement to achieve compliance with the more stringent standards within the time period specified in the compliance schedule for the applicable standards. The Town will make reasonable efforts to notify the Company of any changes to Federal or Provincial standards that are enacted.

4.0 PRE-TREATMENT REQUIREMENTS

4.1 Requirement for Pre-treatment

The Company shall pre-treat its wastewater if and to the extent required to ensure that the Company's discharge complies with the Agreement Limits.

4.2 Pre-treatment Maintenance

The Company agrees to provide the necessary maintenance on any Pre-Treatment facility, as documented on the manufacturer's specifications. Maintenance documents, work orders, etc. shall be available to the Town, within 15-days upon request.

4.3 Pre-treatment Record Retention

The Company agrees to maintain records pertaining to the pre-treatment facility for a period of no less than 5-years. Records shall be made available to the Town, within 15-days upon request.

5.0 MONITORING AND REPORTING

5.1 Monitoring Access Location(s)

The Company agrees to install and maintain, at the Company's own expense, sampling, measuring, monitoring and observation facilities, in accordance with plans approved by the Town, consisting of, a suitable control manhole (or manholes) designated as "Control Manhole No. 1" (etc.), located on the Premises which connects to the Town's sanitary collection system. Such manhole(s) shall provide suitable access to the Company's wastewater stream for collecting representative samples of discharge flow.

5.2 Monitoring Equipment

The Company agrees to install and maintain, at the Company's own expense, sampling, measuring, monitoring and observation equipment, in accordance with plans approved by the Town, consisting of equipment capable of continuously monitoring and recording the Company's discharge flow from the Premises. Should the Company decide not to install continuous monitoring and recording equipment to monitor said discharge flow, the Town will base the Surcharge Fee on 100% of the incoming flow of water to the Premises. Total flow will be obtained from daily water meter(s) readings, provided by the Company on a monthly basis.

5.3 Monitoring Equipment – Maintenance and Calibration(s)

The Company shall arrange to have any flow metering equipment or other required monitoring instruments inspected and calibrated at the Company's own expense, on an annual basis by a person or persons qualified in the calibration of such meters and approved by the Town. A copy of the inspection and calibration service, or work order, certified by such person or persons, shall be forwarded to the Town. Upon three (3) business day prior written notice to the Company, the Town or their designate shall have access to and the right to inspect such meters at their discretion while being accompanied by a representative of the Company.

5.4 Reporting Requirements

The Company agrees to submit to the Town the self-monitoring data as required by this Agreement. Monitoring data shall be summarized on a monthly basis, in the form of a monthly discharge monitoring report, in a form approved by the Town. Monitoring data shall be recorded daily within the report. A discharge monitoring report, properly completed and signed by an authorized representative of the Company, must be submitted within 15 days after the end of each monthly reporting period.

5.5 Spill Reporting

The Company shall give immediate notice, and written notice with complete details thereof, to the Town of any spill or escape of any waste or contaminant not covered by this Agreement, originating from its Premises, which has entered or may enter the Town's wastewater system, including its sewage and stormwater systems.

6.0 SURCHARGE CALCULATION

6.1 Surcharge Calculation

The Town shall calculate the Surcharge Fee using the following formula and input data:

$$C = Rn \times \frac{(A - B)}{B} \times Q$$

Formula Notes:

For the purpose of Section 6.1, parameter(s) refers to any of Total Suspended Solids, Biological Oxygen Demand, Total Phosphorus and Oil & Grease (Animal/Vegetable).

Exceedance is calculated using the following formula:

$$\% \text{ Exceedance} = \frac{(\text{Measured Concentration} - \text{By-law Limit})}{\text{By-law Limit}} \times 100.$$

No credit is given for actual concentrations less than the By-law Limit.

C: Surcharge Fee incurred in dollars as a result of exceeding the By-Law Limit of at least one parameter. The parameter used in the calculation is the parameter with the greatest % Exceedance.

Rn: Cost factor in \$/m³. Costs per cubic metre treated incurred directly and indirectly as a result of exceeding the Compliance Limit are to be calculated each year based on the previous three years' average treated volumes. Direct costs to be applied are 100% of Hydro, Biosolids, and estimated chemical usage. Indirect costs to be applied are 30% of Maintenance and Service, Contract Services, and R&M Equipment rental costs as well as 50% of Salaries, Benefits and Engineering Fees, all as established in the annual budget for the

Wastewater Treatment Plant. The flow through the Town's sewage treatment plant shall be the Total Annual flow.

A: Actual concentration in milligrams per litre for the parameter with greatest % exceedance of the By-law Limit.

B: By-law Limit in milligrams per litre for the parameter with greatest % exceedance of the By-law Limit.

Q: Volume of sewage in cubic metres since previous sample.

6.2 Assurances of Surcharge Calculation

The calculations provided herein are standard in nature, and as such, apply to any and all industrial premises, within the Town, with a signed industrial waste surcharge agreement.

7.0 INSPECTION, SAMPLING AND NON-COMPLIANCE

7.1 Authority of the Town for Inspection and Sampling

The Company agrees that the Town, or its designate, shall have the right to obtain a sample, at their discretion from the monitoring manhole in order to determine the actual quality of the sewage discharged from the Premises into the wastewater collection system of the Town.

7.2 Sample Collection

Samples collected for surcharge determination shall typically be 24 hour composite samples obtained from the identified sample location as indicated in Schedule B to this Agreement. Samples shall typically be collected once per week, however the Town reserves the right to vary collection days from week to week. Draw frequency used to compile a composite sample shall be at the sole discretion of the Town.

Sample collection shall generally be obtained in accordance with the Industrial Sampling Standard Operating Procedure as indicated in Schedule C to this Agreement.

Grab samples may be used in Surcharge Fee determination where, in the discretion of the Town or its designate, acting reasonably, an emergency situation or abnormal discharge is presumed or observed to be occurring as detailed in Schedule C herein.

7.3 Analytical Results

In the event that the Company also submits analytical reports for parameters set out in this Agreement on a frequent basis, the Surcharge Fee will be based on the

maximum concentration indicated by the test results for samples collected by the Town and the Company, whichever is higher.

7.4 Non-Compliant Discharges

In the event the Company fails to adhere to the Agreement Limits and / or requirements set out in Schedule “A” to this Agreement it is mutually agreed by all parties that the Rn Value shall be multiplied by a factor of 1.5 for every day where the sample result, used in calculating the Surcharge Fee exceeds the Agreement Limit(s).

Section 7.4, Non-Compliance Discharges shall only come into force and effect on January 1, 2023.

8.0 AGREEMENT DURATION, RENEWAL, TRANSFERABILITY AND TERMINATION

8.1 Term of Agreement

This Agreement shall remain in force from July 1, 2022 until December 31, 2026.

8.2 Renewal

This Agreement may be extended by agreement in writing executed by both parties.

8.3 Non-Transferability

The Company agrees not to assign or transfer this Agreement to any new owner, new user, different premises, or a new or changed operation or process without written approval from the Town, which approval may be unreasonably withheld.

8.4 Termination

This Agreement may be terminated by the Town at any time following thirty (30) days written notice sent by registered mail addressed to the Company, if:

- 8.4.1** The sewage discharged by the Company from the Premises (the “Premises Sewage”) is causing a health or safety hazard to a sewage works employee;
- 8.4.2** The Premises Sewage is causing material damage to the sewers, materially increasing their maintenance costs or causing a dangerous condition;
- 8.4.3** The Premises Sewage is causing material damage to the sewage treatment process or causing a dangerous condition in the treatment works;
- 8.4.4** The Premises Sewage is causing the sludge from the sewage works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural lands under the current applicable regulations;
- 8.4.5** The Premises Sewage is causing the sewage works effluent to contravene any requirements by or under the *Ontario Water Resources Act*, R.S.O. 1990, C. 0.40, as amended, repealed or replaced from time

to time, or the *Environmental Protection Act* (Ontario), R.S.O. 1990, c.E.19 as amended, repealed or replaced from time to time;

8.4.6 The Premises Sewage is causing a safety or environmental hazard to any person, animal, property or vegetation; or

8.4.7 The Premises Sewage is contrary to the said By-Law in any way other than as provided herein;

8.4.8 The Town effluent discharge parameters change and the Town no longer has the ability to affectively treat the sewage as provided.

8.5 Suspension in an Emergency

This Agreement may be suspended by the Town at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters. Once the emergency situation has been resolved, performance of this Agreement shall recommence.

8.6 Termination by Company

This Agreement may be terminated by the Company at any time on three (3) months written notice sent by registered mail addressed to the Town.

8.7 Termination for Failure to Pay

If the Company has failed for more than two (2) consecutive months to pay an overdue amount under this Agreement, the Town will notify the Company in writing. If after thirty (30) days following delivery of such notice to the Company, the Town still hasn't received payment of any undisputed amount, then the Town has the right to terminate this Agreement. Such termination shall not relieve the Company from its liabilities to make such payment.

9.0 GENERAL

9.1 This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario and the Laws of Canada. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

9.2 This Agreement shall be read with such changes of gender and number as the context requires and all shall be construed to be several as well as joint.

9.3 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

9.4 Schedules A, B and C, attached hereto, are hereby incorporated into and form part of this Agreement.

9.5 This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all

prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, expressed or implied, collateral, statutory or otherwise, relating to the subject matter of this Agreement except as provided in this Agreement.

- 9.6** No amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, even if similar in nature, unless otherwise expressly provided.
- 9.7** Any notice required to be given to the Town or the Company under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

<u>Town of St. Marys Address:</u>	<u>Company Address:</u>
Town Hall 175 Queen Street East P.O. Box 998 St. Marys, ON N4X 1B6 Attention: Clerk	38 Enterprise Drive St. Marys, ON Attention: Wayne Naykalyk, Plant Manager With a Copy to: Saputo Inc. 6869 Métropolitain Blvd. East Saint-Léonard, Québec H1P 1X8 Attention: Senior Vice President, Legal Affairs, Operating Divisions

- 9.8** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 9.9** Any and all previous agreements in effect between the parties with respect to the same subject matter are hereby terminated by mutual agreement as of the effective date of this Agreement.

THIS AGREEMENT shall ensure to the benefit of, and be binding upon heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of each party.

SIGNED, SEALED AND DELIVERED

in the presence of:

THE CORPORATION OF THE TOWN OF ST. MARYS

Al Strathdee, Mayor

Jenna McCartney, Clerk

**SAPUTO DAIRY PRODUCTS CANADA G.P., BY
ITS MANAGING PARTNER, SAPUTO FOODS
LIMITED**

By:

Position:

By:

Position:

**I/We have authority to bind the general
partnership**

Schedule A
Industrial Waste Surcharge Agreement

Authorized Maximum Concentration and Loading Limits under this Agreement

Parameter	MAC for Single Sample	Maximum Permitted Daily Loading
Biological Oxygen Demand (BOD):	1,050 mg/L	353 Kg/Day
Total Suspended Solids (TSS):	1,250 mg/L	420 Kg/Day
Total Phosphorus (P):	10 mg/L	3 Kg/Day
Oil & Grease (Animal and Vegetable):	150 mg/L	50 Kg/Day

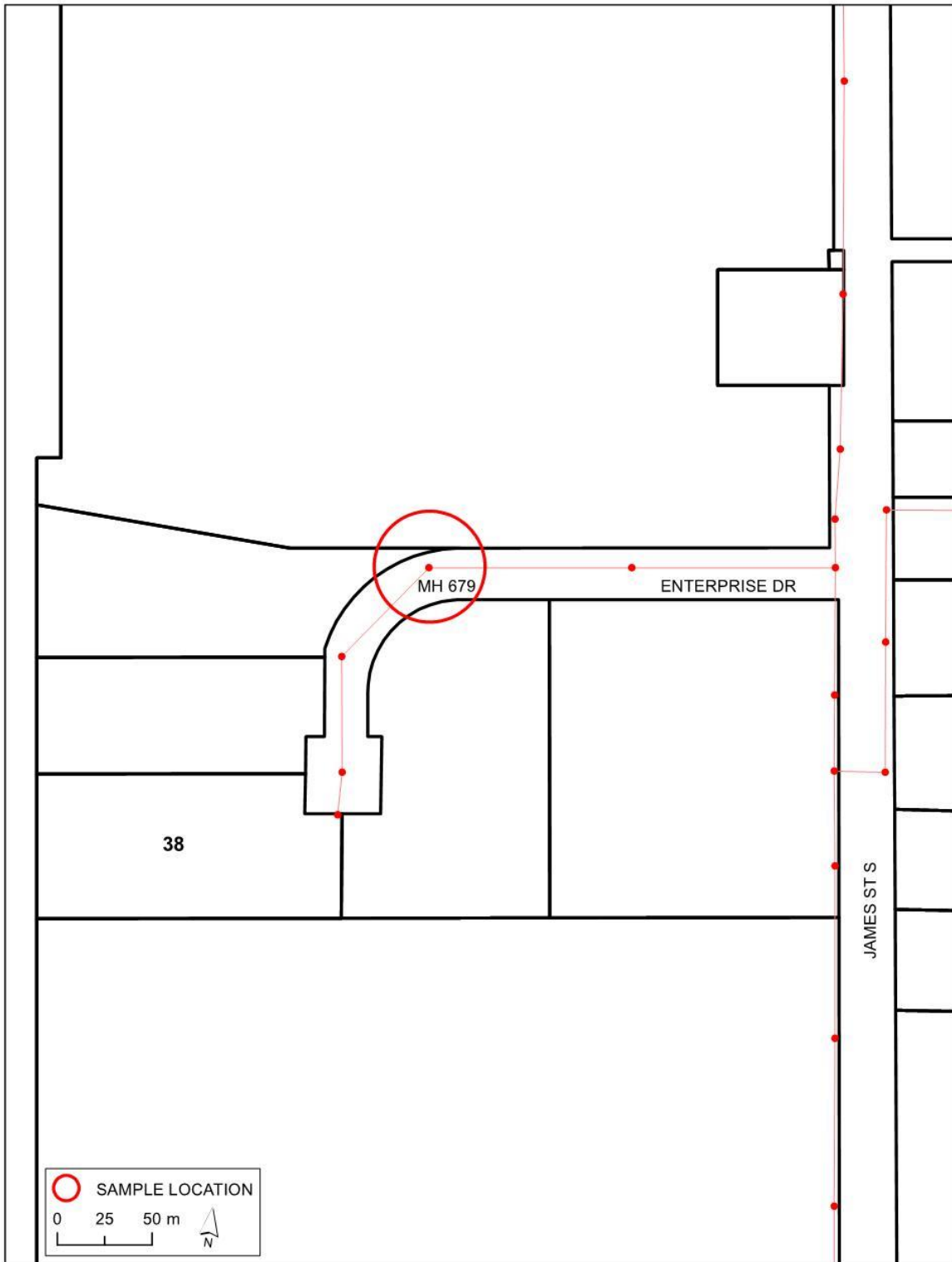
Notes:

MAC – Maximum Allowable Concentration

mg/L – Milligrams per litre

Maximum Permitted Daily Loading – The daily loading limit per parameter that may be discharged to the Town under this Agreement.

Schedule B
Sample Acquisition Location



Schedule C

Sample Collection Procedure

Samples collected under this Agreement shall be collected in general accordance with the below procedure, as amended.

1.1 Sample Location

- Ensure the sample acquisition location is representative of the specific industry with no other services tied into that sewer main that may cause sample contamination.
- Samples are to be collected at a point of thorough mixing with no excessive turbulence and at a point away from walls or surfaces of a pipe or channel that may cause insufficient mixing due to currents and eddies.
- Run auto sampler to clear lines and also rinse the sample bottle with the sample taken.
- Set auto sampler for a 24 hour cycle sampling once every hour with each sample being approximately 100 ml. Sample frequency, duration and volume may be changed at the discretion of the Town in order to obtain a suitable, representative sample.

1.2 Timing of Sample Collection/Frequency

- Samples shall be taken as per the sample calendar posted in the Town's sewage treatment plant laboratory. The sample frequency may be modified at the discretion of the Town and as conditions warrant.
- Samples will be composite when possible consisting of a 24 hour cycle with one sample every hour with each sample being 100 ml.
- Grab samples may be taken if there is an unusual discharge observed by the operator that may affect the wastewater treatment plant process or when an emergency situation occurs.
- When the sample is taken, ensure the temperature and pH of the sample is taken and recorded on the chain of custody.
- Special precaution shall be taken to ensure samples do not sit in a shipping warehouse over the weekend if possible.
- Samples should be submitted for analyses to the laboratory as soon as possible after the collection of the sample.

1.3 Sample Containers/Preservation/Sample Size and Type

- Storage time shall be defined as the end of the 24 hour composite sampling period or at time of sample collection / retrieval.

- A separate container is not required for each parameter requested by the laboratory. If the container type and preservation are the same, and the total volume of each sample required for each parameter does not exceed the container capacity, then more than one parameter can be analyzed from the same container. Sample bottles are to be supplied by third party laboratory.
- Gently mix sample ensuring even composition within the composite container used within the auto sampler and then transport sample into laboratory supplied bottles, and then seal all sample containers well.
- Pack samples carefully in a transport cooler provided by the laboratory.
- The chain of custody must be included in the shipping cooler. It is best if it is put in a plastic baggie to prevent any damage to the paperwork.
- Follow SGS Laboratory “Sampling and Preservation Guide for Drinking Waters, Waste Waters and Sewage Waters”
- If samples are not being shipped immediately, they must be stored in the refrigerator at the Town’s sewage treatment plant to keep them cool. Samples should be maintained at temperatures above the freezing point of the wastewater and all attempts shall be made to maintain a temperature under 10°C with minimal exposure to light.

1.4 Sample Preservation

- Ensure type of sample is noted on the chain of custody- grab vs composite. Ship samples to accredited laboratory attempting to keep sample temp below 10°C during shipping.

1.5 Lab Accreditation

- Samples must be analyzed by a laboratory that is accredited by CALA (Canadian Association for Laboratory Accreditation)

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Administration

Date of Meeting: 28 June 2022

Subject: ADMIN 34-2022 June Monthly Report (Administration)

RECOMMENDATION

THAT ADMIN 34-2022 June Monthly Report (Administration) be received for information.

DEPARTMENTAL HIGHLIGHTS

1. CAO

Strategic Planning and Projects

- Downtown Service Location Review
 - Project Consultant Procurement
 - RFP Closed on June 8, 2022 with one submission.
 - Report to award the contract included on the June 28, 2022 Council agenda.
 - Interior Demolition of 14 Church Street North
 - Target is to release the tender late summer.
 - It is anticipated that the interior demolition work will be a Winter 2023 project.
- Community Developer Pilot Program
 - Position has closed, and interviews with applicants are pending
- Corporate Diversity, Equity, Inclusion and Belonging (DEIB) Policy
 - Draft framework for the policy has been created and reviewed by the SMT.
 - The process of training and educating staff on DEIB principles has begun with voluntary being issued to all staff.
 - Expectation is that mandatory training will begin in 2023.
- Community Transportation Project:
 - No update was provided by the City of Stratford or the County of Perth in time for this report.

Land Sales

- 275 Victoria Street
 - Reference plan has been created and is in the process of being deposited by Land Registry.
 - Town real estate solicitor is drafting the agreement of purchase and sale to affect the transfer of land.
- 20 Thames Road North
 - Lease negotiations under way for Town owned lands adjacent to the western trailhead of the Grand Trunk Trail.

Other

- Refreshment Vehicle By-Law
 - Fees survey of other municipalities underway as directed by Council.
 - Target for a report back is July/August.

2. Clerks

By-Law Enforcement

- To date, 193 parking infractions have been issued compared to 99 tickets issued in the first half of the year in 2021.
- Provided below is a breakdown of the type of infractions issued:

<u>Parking Infraction</u>	<u>Number of Tickets Issued</u>
Parking on Highway between 2:00am and 6:00am from November 1 until April 30	118
Parked more than three hours (Downtown)	63
Other infractions	12

- Staff are working with the Public Works department to gather and provide information to Council regarding the option of permitting off road vehicles on municipal roadways.
- Stratford Police stats for May 2022:

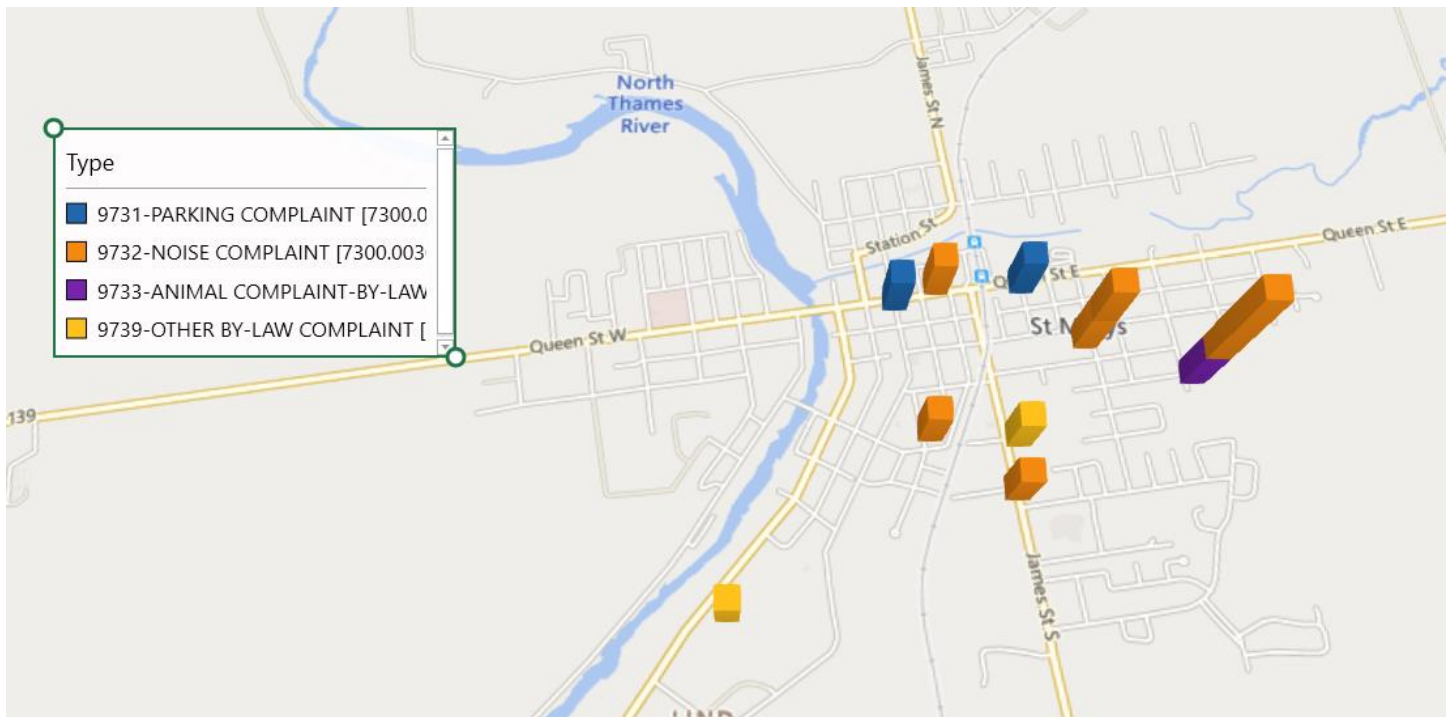
Table 1 - Total Complaints by Complaint Basis

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Table 2 – Total Complaints by Month

Bylaws	Count
Jan	12
Feb	12
Mar	13
Apr	12
May	14
Grand Total	63

Table 3 – Total Complaints by Location



Committees of Council

- Implemented return to in-person committee member attendance since mid-May.
- Staff liaisons completed training related to holding meetings at Town Hall and how to conduct a hybrid meeting utilizing new equipment.
- General consensus that those who have returned in-person are happy to be back.
- Staff will present a report to SPC in July with a review of all committees and boards, seeking a resolution from the Committee of which committees and boards to advertise for the 2022 – 2026 term.
- Staff will be recommending to Council at the June 28 meeting under a separate report, that most committees of Council wrap up this term's meetings by October 21, 2022.

3. Human Resources

Recruitment

- Director of Human Resources Recruitment
 - Posting closed June 23.
- Job postings, reposts, interviews, offers prepared for:
 - Water Safety Educator
 - Backup Headguard (internal recruit)
 - Public Works Operator B
 - Lifeguards – Paid ads in St. Marys Independent and Facebook following arrangement of Super Splash contracting TownLifeguards to staff inflatable at Quarry
 - Fire Lieutenant (internal recruit)
 - Facilities Labourer (Contract)
 - Tourism Coordinator (Contract)

HR Systems/ Admin.

- ERP – HR Team has begun project implementation meetings with Corporate Services.
- Conducted electronic timesheet training for new staff. Sessions have returned to the Adult Learning classroom space.

Health & Safety/ Training

- New Hire Orientation – May 25th

Staff Engagement

- STEAM meeting – May 26th
- Town Hall Reno meeting – May 30th

Payroll and Benefits

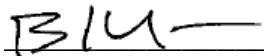
- Processed Records of Employments for staff who have resigned
- Continue to work on the 2023 Payroll Budget sheets
- Participated in a compensation survey for Town of Shelburne who considered the Town as one of their comparators in their market review
- Organized the Catch-up Luncheon for milestones missed over the past two years due to Covid
- Completed Benefits Consortium Absenteeism and LTD monitoring – Q1 2022
- Completed Annual Occupation & Earnings Audit as requested by Equitable Life to ensure levels of coverage and position titles are accurate

SPENDING AND VARIANCE ANALYSIS

None to report.

REVIEWED BY

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Building and Development
Date of Meeting:	28 June 2022
Subject:	DEV 50-2022 June Monthly Report (Building and Development)

RECOMMENDATION

THAT DEV 50-2022 June Monthly Report (Building and Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Building

- Please see Attachment B – Building Statistics

Planning – Applications

Miscellaneous	
Pre-Consultation for Planning Applications	<ul style="list-style-type: none"> • One (1) pre-consultation meeting held between May 13, 2022, and June 17, 2022. A total of twelve (13) pre-consultation meetings have been facilitated by the Department. • Significant support being provided to several applications who have completed the pre-consultation process and are working towards submitting a planning application.
Zoning Compliance Letters	<ul style="list-style-type: none"> • Two (2) Zoning and Compliances letters issued between May 13, 2022, and June 17, 2022.
Minor Variances	
469 Queen Street West (A02-2022)	<ul style="list-style-type: none"> • Minor Variance approved by the Committee of Adjustment on June 1, 2022. • Appeal period closes on Tuesday, June 21, 2022.
Severances	
323 Elgin Street West and 331 Elgin Street West (B01-2022)	<ul style="list-style-type: none"> • Lot conveyance approved by the Committee of Adjustment on April 20, 2022 • Appeal period has closed, Applicant has one year from the date of the decision to meet the requirements set out in the approval.

Official Plan (OPA) and Zoning By-law (ZBLA) Amendments	
752 Queen Street East (Z05-2021)	<ul style="list-style-type: none"> • Application to permit an additional use “Pet retail” • Planning Advisory Committee (PAC) on April 4, 2022 • Zoning By-law Amendment approved by Council on May 24, 2022. • Appeal period closes on Tuesday, June 21, 2022.
478 Water Street South (Z02-2022)	<ul style="list-style-type: none"> • Application to permit an additional use “contractor’s yard / shop” • Planning Advisory Committee (PAC) on May 2, 2022; PAC endorsed the Application in principle • Zoning By-law Amendment approved by Council on May 24, 2022. • Appeal period closes on Monday, June 20, 2022.
178 Queen Street West (Z03-2022)	<ul style="list-style-type: none"> • Application to add an additional dwelling unit (from two to three dwelling units) • Application deemed complete • Planning Advisory Committee (PAC) on May 30, 2022; PAC endorsed the Application in principle. • Statutory Public Meeting scheduled for June 28, 2022.
Site Plan Agreement	
665 James Street North (Apartment Building)	<ul style="list-style-type: none"> • Application for Site Plan Agreement received on September 21, 2021; Town Staff distributed comments to the Applicant on October 13, 2021. • Second submission received on June 6, 2022, Town staff comments to be returned to the Applicant the week of June 20, 2022.
925 Queen Street East (Storage Building)	<ul style="list-style-type: none"> • Application for Site Plan Agreement received. • Comments returned to the Applicant the week of February 14, 2022.
347 James Street South (Townhouse)	<ul style="list-style-type: none"> • Application received on May 5, 2022; Town staff returned comments to the Applicant on June 10, 2022.
20 Thames Road (Building Expansion)	<ul style="list-style-type: none"> • Application for Site Plan Agreement received on June 1, 2022, Town staff comments to be returned to the Applicant the week of June 20th or 27th.
Subdivision Agreements	
187 Wellington Street North	<ul style="list-style-type: none"> • Subdivision Agreement brought forward to Council on May 10, 2022. • Working with the Developer to execute the Subdivision Agreement requirements.

Community Improvement Plan (CIP)	
Pre-Consultations for Community Improvement Plan:	<ul style="list-style-type: none"> Five (5) pre-consultation meetings held between May 13, 2022, and June 17, 2022.
Submission Checklists Issued (and applications not yet received):	<ul style="list-style-type: none"> King Street (Eligible for Building and Site Improvement Grant, and Design and Study Grant) Queen Street East (Eligible for Sidewalk and Outdoor Patio Grant, ineligible for Façade and Signage Improvement Grant, Building and Site Improvement Grant, Planning Application and Building Permit Fee Rebate Grant) Queen Street East (Downtown Rental Housing Unit Grant, and Building and Site Improvement Grant) Queen Street East (Façade and Signage Improvement Grant) Queen Street East (Sidewalk Café and Outdoor Patio Grant) Queen Street East (Façade and Signage Improvement Grant) Queen Street East (Downtown Rental Housing Grant) Water Street South (Downtown Rental Housing Grant and Building and Site Improvement Grant) Park Street (Accessory Dwelling Unit Grant) Peel Street (Accessory Dwelling Unit Grant) Water Street South (Façade and Signage Improvement Grant) Queen Street East (Downtown Rental Housing Grant)
Approved CIP Applications:	<p>47 Water Street South (CIP-01-2022)</p> <ul style="list-style-type: none"> Grant request approved for (a) Building and Site Improvement Grant, (b) Commercial Conversion and Expansion Grant and (c) Design and Study Grant <p>145 Queen Street East (CIP-02-2022)</p> <ul style="list-style-type: none"> Grant request approved for Sidewalk Café and Outdoor Patio Grant <p>84 Water Street South (CIP-03-2022)</p> <ul style="list-style-type: none"> Grant request approved for Building and Site Improvement Grant <p>163-167 Queen Street East (CIP-04-2022)</p> <ul style="list-style-type: none"> Grant request approved for Façade and Signage Improvement Grant <p>130 James Street North (CIP-05-2022)</p> <ul style="list-style-type: none"> Grant request approved Accessory Dwelling Unit Grant
Allotment	As of June 17, 2022, \$39,677.49 of \$50,000 (\$10,323 remaining) has been allotted to CIP and Heritage projects, and \$0.00 been issued.

Planning – Strategic Projects

- Official Plan
 - Staff have forwarded the notice and package to the Province. There is no appeal period related to the Town's adoption; the appeal period will follow Provincial approval. Staff is expecting comments back mid-summer.
- Affordable Housing Strategies
 - As per Council's direction on June 13, 2022, Town staff are:
 - Proceeding to retain experts/consultants to provide housing advice and assistance and prepare urban design guidelines for the Town
 - Re-evaluating the CIP as it relates to affordable/attainable housing with recommendations related to necessary funding levels
 - Review mobile homes and how they may fit into the housing strategy.
- Property File Digitization Project
 - Two (2) File Clerks are currently executing the project, progress is slower than originally anticipated, however efficiencies have already been realized on completed files.
- Housekeeping Zoning By-law Amendment
 - Last By-law Consolidation completed in December 2018. Town staff are compiling all Zoning By-law amendments that have been approved since January 2019. This will also include the zoning maps to be updated as well.
 - Draft Amendment being presented to the Planning Advisory Committee on May 30, 2022. Amendments include:
 - Incorporation of revised parking rates as per the Parking Study, permitted uses for properties zoned "Residential Development (RD)".
 - Various housekeeping matters including formatting, and word clarification
 - Statutory Public Meeting scheduled for June 28, 2022
- Bill 109, More Homes for Everyone Act, 2022
 - Link to Bill 109: [Bill 109, More Homes for Everyone Act, 2022 - Legislative Assembly of Ontario \(ola.org\)](https://www.ola.org/bills/bills-101-110/bill-109)
 - Site Plan Agreement By-law, By-law 11-2019 repealed and replaced with By-law 59-2022 at the June 13th, 2022, Special Council Meeting to comply with July 1, 2022 legislative requirements.
 - CAO will transition to approving Site Plan Agreements (information will continue to be provided to Council via monthly reports)
 - Town staff are revising the site plan control guide to reflect the changes made as per By-law 59-2022
 - Town website to be updated to reflect current processes
 - Town staff continue to map out the planning processes for all other planning applications. Anticipate bringing forward possible recommendations to the Planning Advisory Committee in August.
- Community Improvement Plan – Promotional Campaign
 - Over 30 inquiries have been received in 2022 – generally positive feedback from those interested, there are some delays in returning information due to number of inquiries. Some changes to process have been made to increase efficiency. Staff time required to administer the CIP Grant program continues to increase due to interest.
 - Incorporating CIP comments into the planning application pre-consultation stream when applicable
 - The Façade and Signage Improvement Grant, Building and Site Improvement Grant, Accessory Dwelling Unit Grant continue to be popular.
 - Uptake in Downtown Rental Housing Unit Grants for existing units that require improvements.

- Buck slips promoting the CIP Programs will be inserted into the next property tax bills.

Facilities – Operational

- Town Hall – a Designated Substance Survey was completed at Town Hall. Report has been delivered by JFM and is being approved by staff. Awaiting scheduling of remediation
- Museum – Technology Room floor replacement. Scheduling work.
- St. Maria Pumphouse Exterior painting - acquiring pricing.
- Town Hall Queen Street Steps – repairs to front steps scheduled for early July
- Town Hall – Roof Tile Management will be onsite to repoint the stonework outside the second-floor window (Church St side) More work than anticipated. Awaiting pricing before we proceed.
- Teddy's Field – Mold issue has been remediated
- Milt Dunnell Field - Grit Engineering Inc. was onsite to perform a topographic survey. Survey is performing final reviewed by Grit Engineering and is expected to be delivered this week.
- Fire Hall – Total Power has been scheduled to perform generator inspections and test
- MOC – doors and door frames have been painted by staff to match new flooring
- Town Hall Lower Level – door frames will be painted by staff to match new flooring
- Town Hall Lower Level– basement lobby will be painted to match new flooring and door frames
- Lind Sportsplex – Super Splash would like to install a sign. Town staff will install the sign to the south of the entrance walkway once the sign has been supplied.

Facilities – Capital


- MOC – MOC Window replacement, completed.
- MOC & Town Hall – Floor Replacement RFQ work completed at MOC. Town Hall work completed, awaiting a few deficiency repairs.
- Lind Sportsplex – Lobby Door work completed.
- Museum Retaining Wall RFQ – pricing received Roof Tile Management \$70,500. Budget of \$38,000. Council Report awarded project on March 22 Council Meeting. Project to commence July 4 (weather permitting.)
- Library Retaining Wall RFQ – project completed
- Library Southside Exit Door Replacement - RFQ released, three (3) site tours completed, closed April 6. There were 2 bids on the project. Professional Service Agreement is completed. Heritage Committee Report to be submitted this month
- Lind Sportsplex Canteen Upgrades - RFQ released, three (3) site tours completed, closed April 6. There were 2 bids on the project. Professional Service Agreement is completed. Project scheduled September
- Library Church Street Door refinishing – project to be awarded June 28, 2022.
- Town Hall First Floor Renovation – staff have met with Architects to acquire pricing for design drawings. Staff have developed three (3) committees to help with the design phase of the project. Council Committee to review Council's needs, Staff Committee to review staff's needs and the Technical Committee to review technical requirements for the project. The rough layout and design have been established by the Committees

SPENDING AND VARIANCE ANALYSIS

- Mold testing and remediation, costing received. Council Report submitted for June 28, 2022.

REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



Attachment B: Building Department Monthly Summary

Building and Development Services Department

Table 1. Monthly Totals (as of May 2022)

Yearly Dwelling Unit Break Down

Year	Building Permits	Year to Date	Dwelling Units for the Month	Year to Date	Single Family Dwelling	Semi Detached	Townhouse Unit	Accessory Dwelling Units	Apartment unit
2022	23	71	12	34	11		21	1	1
2021	162	162	0	72	20	4	42	6	0

Table 2. Annual Totals

Year	Building Permits	Dwelling Units	Construction Value
2022	71	34	\$ 16,468,038.00
2021	162	72	\$ 42,174,405.00
2020	166	72	\$ 38,801,203.00
2019	134	52	\$ 16,751,000.00
2018	172	53	\$ 22,875,651.00
2017	168	36	\$ 18,825,719.00
2016	120	38	\$ 14,244,002.00

There were **172** appointments made this month from the Building Department.

The Building Department presently has **3** permits waiting for payment.

The Building Department presently has **4** permits under review.

The Building Department presently has **15** new permit applications waiting to be transferred to "in review" (Permits in this section have outstanding documentation)



Attachment A: Complaints and Issues Matrix

Building and Development Services Department

Last Updated: June 17 2022

#	Street	Starting Date	Subdepartment	Issues	Action	Status
1	Southvale Rd.	10-Dec-20	Property Standards	Complaints received regarding the dumpster located on the property (foul odours and pests), and the stability of the perimeter fencing.	Letter created on December 10 2020 and delivered to property owner on December 11 2020. Property owner emailed on December 14 2020 letting Staff know that they are working on solutions. Staff and property owner have emailed back and forth regarding fence and garbage. Summer of 2021 emails and meetings discussing options for dumpster. The Building Department sent an email on April 22, 2022 asking for an update and property owner is still waiting on funds and a company to do back flow testing. Director of Building and Development met with 2 board members and maintenance person to figure out a solution on May 3, 2022 in person at the property. They are going to figure out a plan and touch base with the Building Department on May 20 2022. The Board had a meeting and approved work to be completed, the meeting happened around May 13 2022 and work to be started in the Summer of 2022. Building Department drove by on June 4 2022 and the work was not complete yet.	Ongoing due to lack of funding to complete in a timely manner.
2	Queen St. E.	06-Jun-21	Planning	37 trees were removed from a property under site plan control that were not to be removed	Site Plan Agreement Amendment approved by Council on February 8, 2022. Agreement has been signed and securities have been retained for tree replacement. Property Owner emailed on April 26, 2022 that they will get a landscaping work schedule and will send to the Building Department so they are aware of the plan. Tree re-planting scheduled to take place the week of June 20, 2022.	Ongoing

#	Street	Starting Date	Subdepartment	Issues	Action	Status
3	Warner St.	15-Sep-21	Property Standards	Complaint received regarding vehicles being parked on front lawn and care of the front yard.	<p>Property Standards letter delivered to property owner on October 6, 2021, conversations with the property owner have taken place in person and via phone.</p> <p>Site inspection completed on October 20, 2021; property standards contraventions not resolved. On November 1, 2021 an Order to Remedy letter was sent by registered by mail and received on November 2, 2021.</p> <p>On November 30, 2021 Property Owner requested an extension. Site inspection on December 15, 2021, follow up with Property Owner regarding outstanding contraventions.</p> <p>The file remains open until Spring 2022 when the outstanding items can be completed (i.e., levelling of ruts in front yard).</p>	<p>Ongoing, Property owner had mentioned damage from the town during construction in 2017. The did an inspection and determined it was not from construction. The Town will contact the Property Owner.</p>
4	Queen St. E	08-Nov-21	Building	Outdoor porch canopy built without a building permit.	<p>On December 14 2021, Town staff presented the Owner with two options under the Ontario Building Code:</p> <p>Option #1 – 3.1.16 of the Ontario Building Code applies to your situation. The material the is used in your application is required to meet CAN/ULC-S109. If you are going for a three season structure, you will need to be designed under Part 4 of the OBC for all items around that. (Roof Loading, Uplift etc.).</p> <p>Option #2 – 3.1.16 of the Ontario Building Code still applies, Material needs to meet Can/ULC-S109. The Structure requirements are to be designed under Part 4 of the OBC (Snow load, roof loading, up lift etc.). Property Owner provided documentation on June 16, 2022 to the Building Department and Staff currently reviewing documentation.</p>	Ongoing

#	Street	Starting Date	Subdepartment	Issues	Action	Status
5	Edison St.	12-Nov-21	Property Standards	Property owner of Edison St. emailed about the water behind her property pooling in one spot.	Town Staff performed a site inspection on November 15, 2021. Property is adjacent to a Perth South property. Meeting held between St. Marys and Perth South staff on January 5/2022 to discuss possible solutions regarding standing water and drainage along the municipal boundary. A follow up meeting is being scheduled. Information has been provided to the complainant regarding the status of this file. As of June 6 2022 the Building Department is still working with Perth South on a solutuion for this issue. Staff came up with a solution aggreable to both parties, property owner to install drainage tile.	Ongoing
6	James St. S	02-Dec-21	Building	Neighbouring property concerned about residential development lighting plan. Inquired if the installed lighting will spillover to neighbouring properties, and whether there are regulations that prevent flood lighting.	Town staff are reviewing the lighting plan, engineers have confirmed that if the lights have been installed as per the approved specifications in the lighting plan then there should be no spillover. If there is spillover, a site meeting and light metering assessment will take place. Lights energized on December 22, 2021, Staff have asked the complainant whether there is spillover - a response has not been received from the complainant. The electrical contractor has been in to change the lighting direction. The only thing left is installing the light shield on the post next to the abutting property. The shield has been on order for awhile, and the developer confirmed that the electrical contractor has a deliver date the week of Apri 10. They have not been delevered as of this email, but should arrive anytime based on the correspondence of the supplier. Once in, the developer has said they will be installed immediately. Shield was installed on May 9 2022.	Completed

#	Street	Starting Date	Subdepartment	Issues	Action	Status
7	St. John St. N	23-Feb-22	Property Standards	Complaint received about storm water going onto neighbour property and damaging the lawn	Letter created to property owner to re-direct storm water and not having it go on adjacent properties. Letter mailed on March 4 2022. Property owner was given 3 business days to contact the office to talk about a resolution. Property Owner did not reach out to Building Department so Order to Remedy Letter was created and taken to Post office on March 25, 2022 and put in as registered mail. The property owner has till April 11, 2022 to Appeal the matter and has till April 18, 2022 to resolve the issue. Building Department talked to the Property Owner's son on April 25, 2022 and they are planning on having the issue fixed in 30 days. A sketch of the plan will be coming to the Building Department for review. Property owner's son contacted the Building Department on May 25 2022 and they were going to dig in the Big-O on May 25th. The Building Department went and inspected on May 31 2022 and took pictures. The work has been completed and the Building Department will send a Letter noting closure of this property standard to the complainant and the property owner. Letters were sent out on June 2 2022 and this property standards issue is now closed.	Completed
8	St. Andrew St. S	30-Mar-22	Property Standards	Complaint received regarding 7 non running vehicles stored on property and on lawn. Engine motor hanging from a tree by a chain.	Letter created and dropped off to property owner on April 12, 2022. No response to the letter so Order to Remedy Letter created and taken to post office as registered mail on April 29 2022. Clean up to be done by May 13, 2022 or Appeal by May 18, 2022 as per letter. Property Owner did not contact Building Department so inspection done on May 24 2022 and nothing cleaned up. Building Department went to go talk to property owner on May 31 2022 and the owner left abruptly during conversation. The Building Department visited on June 2 2022 to start the clean up with a local contractor and the majority of the property had already been cleaned up. The property standards issue is still not closed but clean up has started.	Ongoing

#	Street	Starting Date	Subdepartment	Issues	Action	Status
9	Queen St E	04-Mar-22	Planning	Head lights being cast on abutting properties from commercial business	Informed property owner. Screening has been installed. Further discussion with the abutting owner, the screen has not been installed in the proper location and lights are still geeing through. Staff will disccus with peopretry owner and have the screening adjusted. The Building Department emailed the property owner regarding another complaint about the screening and location of it. The property owner responded on April 26, 2022 with they are going to further extend the fence along the drive-thru curb. As of June 17, 2022 the screen has not been installed.	Ongoing
10	Trailside Crt.	22-Mar-22	Building	Property owner called in to complain about Townhouse being built beside their property and had an issue with the dirt piles	Building Department advised them to reach out to the builder and let them know their complaint and figure out a solution with the builder.	Completed
11	Elgin St W	22-Mar-22	Building	Complaint about a lot of surface water onto their property since the Wilson Subdivision went in.	Setting up a meeting with abbuting property owner and developer to discuss options. Building Department is dealing with it through Subdivision close out.	Ongoing

#	Street	Starting Date	Subdepartment	Issues	Action	Status
12	Waterloo St. S	11-Apr-22	Property Standards	Complaint about animal feces on property.	Letter created and dropped off to property owner on April 12, 2022. Owner called on April 14th, 2022, letting staff know that the animal feces has been picked up. Inspection was done on Friday, April 22, 2022 and all animal feces was picked up so property standards issue now closed. Complainant emailed on April 29, 2022 stating that the issue was not fully dealt with and there was still animal feces. The building department determined that they would re-open the property standards and delivered another letter in person on May 6 2022. The building department met with the property owner on site on May 6 2022 and discussed the complaint. Inspections were done by the building department on May 19th, May 24 and May 27th. Complainant send another email on June 6 2022 with more pictures; Building Department responded on June 8 2022 letting complainant know they recieved the pictures and have added it to the file and will do an inspection. Building Department recieved a complaint by email on June 16 2022 from original complainant with further information.	Completed/ Re-opened
13	James St. S	09-May-22	Property Standards	Uncontrolled weeds/Long Grass	The complaint contained pictures from last year (2021) so the Building Department went and inspected the property on May 24, 2022 and took pictures. Mailed Letter on June 9 2022 to property owner to cut the grass. No response to the letter so Building Department is laying an order to remedy on the property.	Ongoing
14	Glass St/Emily St.	24-May-22	Property Standards	Uncontrolled weeds	Received 2 complaints regarding long grass. Building Department emailed the letter on June 13 2022. The property owner responded by email on June 13 2022 and they are working on getting the grass cut.	Ongoing
15	Maxwell St.	30-May-22	Property Standards	Items from abutting property going across property line.	Emailed letter to complainant and followed up with a phone call on June 9 2022 letting them know that the issue is not a Property Standards Issue.	Completed
16	Church St.S	31-May-22	Property Standards	Unctonrolled weeds/long grass	Property owner cut the grass on June 4 2022. Letter sent on June 9 2022 thanking property owner on cutting grass and reminding them on the By-Law.	Completed

#	Street	Starting Date	Subdepartment	Issues	Action	Status
17	Wellington St. N	31-May-22	Property Standards	Long grass and water on abutting property	Complaint came into Building department regarding long grass and water being directed on abutting property. Building Department took pictures and did inspection on May 31 2022. It was determined to create a letter and send to property owner to resolve. Letter sent on June 9 2022 about water and grass needing to be cut. The Building Department will be laying an order as there was no response to the letter.	Ongoing
18	Queen St. E	09-Jun-22	Property Standards	Long grass	Complaint received June 9 2022 and letter sent June 9 2022. Grass has been cut since the letter was sent.	Completed
19	Queen St. E	08-Jun-22	Property Standards	Complaint came in about person living in basement of the house and making unsafe conditions.	Building Department sent the complaint to Social Services and St. Marys Fire as it is not a Property Standards Complaint. Social Services is dealing with the issue.	Completed

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Community Services

Date of Meeting: 28 June 2022

Subject: DCS 26-2022 June Monthly Report (Community Services)

RECOMMENDATION

THAT DCS 26-2022 June Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Grant Funding:

- Curatorial Assistant and Archives Assistant began their 16-week work contracts on May 16. Both positions are funded through Young Canada Works.

Programming/Wellness:

- Museum:
 - Museum created a small display to commemorate Pride Month, which opened on June 1.
 - Guided heritage kayak tours are scheduled for June 10 and June 24. If successful, staff plan to offer more throughout the summer.
 - Plans underway to support Canada Day/Homecoming/Heritage Festival weekend in several ways: open all weekend with special exhibits, downtown vendor tent, heritage bus tours, seminar at Broken Rail, BIA exhibit, historic photos and PowerPoint for Homecoming dance.
 - Museum has upcoming field trips scheduled with Camp PRC and the Library Summer Reading Program.
 - Melodies at the Museum concerts are confirmed for Wednesday evenings, August 3-24.
- Childcare:
 - EarlyON will be using a variety of outdoor spaces for the summer programming including Solis Park, PRC, Library, and Milt Dunnell.
 - EarlyON programming will continue throughout July & August including a Saturday morning program.
 - EarlyON programs continue to gain new families and have record attendance of up to 45 people attending.
 - EarlyON and Library collaboration of a Play & Read program on Wednesday mornings has gone very well.
 - EarlyON has been displaying flag from Ukraine that says Welcome to invite all those new families from Ukraine into our programs.
 - EarlyON has ordered change tables for both washrooms to be installed at PRC. This will help make diaper changing more convenient and inclusive.

- Child Care Centre will be offering summer programs at Holy Name School for those entering kindergarten in the fall, already in kindergarten and Grade 1/2. These summer programs are very popular, and staff are collaborating with Kiersten Walsh at the Library for weekly visits and programming.
- Child Care Centre will be increasing enrollment over the summer months inviting 14 new children into the program and off the waitlist! In September we welcome 6 more.
- City of Stratford has sent the new Canada Wide Early Learning Child Care Agreement to their lawyers to be vetted and once staff receive it back it will be brought to council for final approval and signature. It is anticipated that families will see their reimbursement (retroactive to April 1, 2022) by end of December 2022. This way it will be one lump sum and starting Jan 2023, fees will be set with the reduction already calculated and there will be no need for further reimbursements.
- Child Care Centre hosted an invite only Open House on Wednesday June 15th. It was for all families that currently attend as well as those joining us this summer. This Open House was invite only to control the amount of people attending and be mindful of COVID still in the community. Staff hope to host another Open House for the public in the fall.
- Recreation:
 - In partnership with St. John's Ambulance, the Home Alone and Babysitting courses are running at the PRC June 25 and June 26. Registration is open until June 17 and there are still a few spots available for both programs.
 - Camp PRC is 75% full and is still accepting registrations. Planning for the camp is well underway with exciting programming collaborations such as the Museum, Library, Fire Services, Village Craft and Candle, and the Stratford Police.
 - Senior Services will be restarting the Volunteer Visiting program over of the Summer. This program offers older adult residents, those recovering from illness or injury, and those with varying abilities the opportunity to connect with volunteer in their homes or mutually agreed location.
 - Senior Services is in the restarting the In-Home Exercise Volunteer program. The In-Home volunteer program offers 1 on 1 support to perform 10 simple exercises for a resident who is unable to attend a group fitness class.
 - Senior Services has been tracking a decrease in the participants in virtual programs and will be pausing the telephone and virtual fitness program for July and August due to a decrease in numbers. These programs will be reassessed for the Fall and will be based on need. Telephone program participants be referred to the In-Home Exercise Programs to offer an alternative level of service for the telephone option and to the PRC Facebook page to browse the library of virtual fitness programs to offer an alternative level of service for the zoom-based program.
 - Senior Services has worked with the Lind Shufflers to re-start play at the Lind Sportsplex. Due to the increase traffic expected at the Quarry, shuffle play will be moved to the morning to ensure parking is not an issue. Play will be once a week beginning July 7 and ending September 15.
 - Summer swimming lesson registration opens June 20.
 - Quarry set up is on track and running smoothly.
 - Quarry opens June 25 and will be open daily until September 5. With two swims per day 11 a.m. - 3:00 p.m. and 3:15 p.m. to 7:30 p.m.
 - Ten of our new lifeguards completed National Lifeguard Waterfront qualifications.

Facility Projects:

- Radius Contracting came to the Skatepark for their first site visit. It was determined that the community engagement completed in the winter by the committee and staff provides enough relevant information to proceed to the design phase of the project.

- Pending fundraising efforts, the contractor has Spring 2023 held for the expansion.

Impact/Feedback:

- Hi there, my name is (redacted) and I grew up in St. Marys. I was looking through Pride Day events and saw your awesome display of queer history in St. Marys... I am queer and to see this sort of support in my hometown of great. Thank you for what you do!
- I fell and broke my shoulder in the Winter. My doctor told me might be years before I fully recover from my injury. I am back months later because of the activities I participate in at the Friendship Centre which helped me have a quick recovery.
- The St. Marys Museum has brought in \$91 more so far in 2022 using its admission by donation policy than it would have charging set admission fees.

Committee/Partnerships:

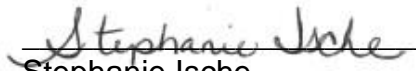
- Cultural Services Manager has attended three on-site meetings with Building/Planning Department and downtown property owners re: CIP and Heritage Grant.
- The Youth Council ran their Composting and Flowerpot Painting event at the Farmer's Market on June 28. Klomps donated the soil for the event and the Seed Library provided the seeds. The event was a success with all the seeds and pots being handed out.

Program Statistics:

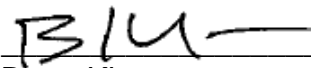
Friendship Centre Program Stats				
Program	March Units of Services 2021	March Clients Serviced 2021	March Unit of Services 2022	March Clients Served 2022
Group Fitness	622 classes attended	71 unique individuals served	909 classes attended	138 unique individuals served
Meals on Wheels	366 meals delivered	18 unique individuals served	323 meals delivered	26 unique individuals served
Telephone Check in Calls	291 calls made	22 unique clients served	110 calls made	18 unique clients served
Grocery Shopping	23 Shopping trips provided	12 unique clients served	56 Shopping trips provided	15 unique clients served
Community Dining	318 Meals served (1 meal weekly)	76 unique people fed	189 meals served (2 meals monthly)	243 unique people fed

REVIEWED BY

Recommended by the Department


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Corporate Services

Date of Meeting: 28 June 2022

Subject: COR 31-2022 June Monthly Report (Corporate Services)

RECOMMENDATION

THAT COR 31-2022 June Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Strategic Projects:

ERP Project:

- Data collection for finance system underway
- Kick-off meeting for the GIS/Asset management component held June 1, 2022
- Kick-off meeting for HR/Payroll held for June 16, 2022

Wayfinding Project:

- Kick-off meeting with Fast Signs held on June 13th
- Preparing implementation process

Heritage Festival Revisioning Project:

- Kick-off meeting 1 and 2 with Bannikin held on June 7th and June 14th
- Project implementation schedule being confirmed

DC Study:

- Full day meeting with consultant and departments to review background material held on June 17, 2022
- Project is behind, but a revised project schedule is being developed and will confirmed over the next week

Finance:

- Reconciled 12 bank accounts
- Issued 98 cheques/EFTs
- Set up new families in EZCare
- Staff attended HST webinar
- Positive experience collecting property taxes at the St. Marys Public Library, May 30 & 31st.
- Entered rolls and legal descriptions for two townhouse blocks: Trailside Drive and Hooper Street.
- Prepared Q2 Education and BIA remittances.

- Tax Collector attended MFIPPA (Municipal Freedom of Information and Protections of Privacy Act) webinar, prepared synopsis for manager. Staff will review disclosure of property information standard operating procedures in the future.
- Configured BMO cheque scanner upgrade with BMO tech in Chicago and St. Marys I.T. department
- Service Ontario Transactions:

	Month	MTC #	DRV #	OPC #	HEALTH #	Total	Avg/day
1	Oct 2021	276	63	6		345	25
2	Nov 2021	872	128	11		1011	48
3	Dec 2021	744	199	7		950	50
4	Jan 2022	711	146	3		860	45
5	Feb 2022	586	121	4		711	37
6	Mar 2022	735	160	16		911	40
7	Apr 2022	863	150	7		1020	54
8	May 2022	894	183	3		1080	51

Information Technology:

- Started the Daycare software changeover to ProCare from EZCare
- Created new users and continued with IT orientation
- Created redundant/failover WIFI network for staff computers
- Testing OWL camera for ongoing committee meetings
- Tech inventory for Adult Learning Programs for both hardware and software are almost completed
- Manager attended MISA (Municipal Information Systems Association) conference

Communications:

Media Relations

Total # of Media Releases (Stories sent to news outlets)	Total # of Media Mentions (Stories, photos, etc. published by news outlets)	Total # of Media Outlets (Newspapers, radio and television stations, websites, etc., that covered St. Marys stories)
17	15	4
<ul style="list-style-type: none"> • Topics included: Huron Street sanitary sewer replacement, attainable housing, facility/road closures, Pride Month 		

Traditional Advertising

Total # of Print Ads/Publications	Total # of Radio Ads
14	-
<ul style="list-style-type: none"> • Continued Weekly Stonetown Crier column • Other ads: <ul style="list-style-type: none"> ○ Spring ice rentals ○ Election ○ Tourism (feature in Globe & Mail) 	

Digital Advertising

Total # of Digital Ads (Facebook, Instagram, Google, etc.)	Total # of Users Reached by Ads (Number of users that saw the ad at least once)	Total # of Engagements/Outcomes (Likes, comments, link clicks, direct messages etc.)
2		
Ice rentals (Facebook/Instagram)	20,672	380 link clicks
Lifeguard recruitment (Facebook/Instagram)	9,700	204 link clicks

Website (townofstmarys.com)

Total # Website Visits	Most Visited Pages*
96,714	<ol style="list-style-type: none"> 1. Library 2. Aquatics Centre 3. Swimming Quarry 4. Current Opportunities (Jobs) 5. Pyramid Recreation Centre
*Excludes home page	

Social Media

Platform - Owner	Total # of New Followers	Total Followers
Facebook – Town of St. Marys	47	6,292
Facebook – Pyramid Rec Centre	12	3,430
Facebook – Friendship Centre	19	581
Twitter – Town of St. Marys	10	2,374
LinkedIn – Town of St. Marys	21	256
Instagram – Town of St. Marys	35	1,960
Instagram – Youth Centre	1	294

Current/Ongoing Communications Campaigns

Topic	Tactics							
	Web updates	News release	Social media	Print ads	Digital ads	Posters	Newsletter	Signage
Huron Street sanitary sewer replacement	✓	✓	✓				✓	
Community Improvement Plan		✓	✓					
Facility closures	✓	✓	✓					✓
Pride Month	✓	✓	✓			✓		
Election	✓		✓	✓				
Skate Park expansion	✓							
Yak Shak opening		✓	✓					✓
Ice rentals	✓		✓	✓				

Recruitment			✓	✓	✓			
Youth programs			✓	✓				

Additional Departmental Highlights

- Corporate e-newsletter:
 - The e-newsletter has been created and soft-launched with an article in the St. Marys Independent
 - A full promotional plan has been developed to encourage subscribers; this will be rolled out mid-June and will continue throughout the summer
- Commemoration policy:
 - Communications staff are coordinating with the Clerks Department to develop a comprehensive commemoration policy that will help the Town determine how/when it commemorates special events

Tourism and Economic Development

- Launched the Yak Shack; prepared kayaks and did required maintenance and replaced missing parts, two were missing the hull plug and one bungee cord.
- First bookings opened the week following the long weekend to launch Ontario Tourism Week.
- Attended the opening for the Art of Ideas Gallery in St. Marys.
- Filled the Tourism Coordinator contract position – start date was June 13, 2022

Events

- Planning for the Homecoming-Heritage event
- Fundraising for the Homecoming-Heritage events and organizing recognition
- Assisted with the launch of the Yak Shack – filmed a Happy Moments with The Mayor for the launch
- Promoted the Yak Shack on Town social media

VIA/GO Service

- Total phone Calls/travel Inquiries = 56. 2

GO:

- Total GO passengers = 81 (40 departing, 41 arriving)
- Total GO tickets sold/ printed = 0

VIA:


- Total VIA passengers = 199 (114 departing, 85 arriving)
- Total VIA tickets sold/ printed = 5

SPENDING AND VARIANCE ANALYSIS

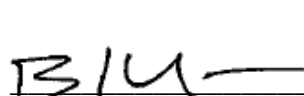
Attached 2022 Tender Variances

REVIEWED BY

Recommended by the Department


 André Morin
 Director of Corporate Services/Treasurer

Recommended by the CAO


 Brent Kittmer
 Chief Administrative Officer

2022 PROJECT TENDERS AND RFPs
Updated - June 16, 2022

#	COUNCIL AWARD REPORT	PROJECT DESCRIPTION	STATUS	PROPONENT	APPROVED PROJECT BUDGET	COST (Net of HST Rebate)	VARIANCE \$	VARIANCE %	# of Bids	High Bid (Inclusive of HST)	COMMENTS
1		MOC Boiler Replacement	Awarded	Cubberly Plumbing, Heating & Air Conditioning	\$34,000.00	\$27,742.61	\$6,257 ▲	-18.40%	3	\$42,657.50	
2	PW-11-2022	Wellington St. Reconstruction	Awarded	Lavis Contracting Co. Ltd.	\$2,181,000.00	\$2,319,475.13	-\$138,475 ▼	6.35%	3	\$2,846,283.61	
3		Equipment Roster	Awarded					#DIV/0!			Various companies.
4		Road Condition Assessment	In Development					#DIV/0!			
5		Church Street Retaining Wall	In Development					#DIV/0!			
6		Wellington St. Engineering	In Development					#DIV/0!			
7		Water St. Bridge Repairs	In Development					#DIV/0!			
8	PW-12-2022	Queen St. E Guide Rail Replacement	Awarded	Royal Fence Ltd.	\$60,000.00	\$88,404.00	-\$28,404 ▼	47.34%	2	\$102,146.35	
9	PW-13-2022	Pavement Markings	Awarded	Provincial Road Marking Inc.	\$19,000.00	\$28,952.36	-\$9,952 ▼	52.38%	3	\$271,534.13	Total cost includes \$3,000 for separate centreline painting contract. Successful bid = \$25,952.36.
10	DEV-14-2022	Town Hall & MOC Floor Replacement	Awarded	Adias Impex Ltd. O/A Carpet Plus	\$57,000.00	\$59,204.99	-\$2,205 ▼	3.87%	6	\$139,450.91	
11	n/a	MOC Window Replacement	Awarded	Nirvana Interior Inc.	\$38,000.00	\$36,259.00	\$1,741 ▲	-4.58%	2	\$55,645.72	
12	PW-17-2022	Turf Maintenance Activities	Awarded	St. Marys Landscaping	\$100,000.00	\$148,609.27	-\$48,609 ▼	48.61%	3	\$3,445,493.60	2022 values only; total cost net of HST = \$478,491.42 over 3 years. Future budget amounts TBD later after service delivery review.
13		Single Axle Plow Truck	Awarded		\$35,000.00	\$36,271.66	-\$1,272 ▼	3.63%			
14	PW-18-2022	Grand Trunk Trail Staircase	Awarded	VanDriel Excavating Inc.	\$89,000.00	\$123,908.52	-\$34,909 ▼	39.22%	3	\$182,148.47	Expected Donations to assist with costs
15		ERP - Pre-Qualification	Awarded		\$250,000.00	\$250,000.00		0.00%	6		Original Scope increased, final scope to be finalized but will be under budget
15	n/a	Lind Sportsplex Retaining Wall	Awarded	Luckhardt Landworks Ltd.	\$15,000.00	\$18,243.53	-\$3,244 ▼	21.62%	2	\$21,162.64	
16		Lind Sportsplex Lobby Door	In Development		\$13,000.00	\$6,223.67	\$6,776 ▲	-52.13%	1		Originally \$8,000, added \$5,000 to budget for auto door opener for total of \$13,000.
17		Library Southside Exit Door Repl.	Awarded	JSB	\$5,000.00	\$1,864.50	\$3,136 ▲	-62.71%			
18		Pride Banners	Awarded		\$3,000.00	\$2,359.61	\$640 ▲	-21.35%			

2022 PROJECT TENDERS AND RFPs
Updated - June 16, 2022

#	COUNCIL AWARD REPORT	PROJECT DESCRIPTION	STATUS	PROPONENT	APPROVED PROJECT BUDGET	COST (Net of HST Rebate)	VARIANCE \$	VARIANCE %	# of Bids	High Bid (Inclusive of HST)	COMMENTS
19		RTU-ACS-1 HVAC Replacement	Awarded	Black & McDonald Ltd.	\$200,000.00	\$159,850.00	\$40,150 ▲	-20.08%	5	\$189,333.79	
20	DCS 19-2022	Evaporative Condenser Replacement	Awarded	CIMCO	\$115,000.00	\$128,846.32	-\$13,846 ▼	12.04%	2		
21		Teddy's Field Light Replacement	Closed							#DIV/0!	
22		Friendship Centre Engineered Air HVAC Units (3) Repl.	In Development							#DIV/0!	
23		Painting Lind Sportsplex	Open							#DIV/0!	CANCELLED - Deferred
24		Skate Park Expansion	Awarded		\$15,000.00	\$16,281.60	-\$1,282 ▼	8.54%	2		RFP
25		Wayfinding Implementation	Closed		\$245,300.00	\$182,053.87	\$63,246 ▲	-25.78%	1		RFP
26		Lind Canteen Upgrades	Awarded	JSB	\$15,000.00	\$15,633.39	-\$633 ▼	4.22%			
27		Museum Retaining Wall	In Development		\$38,000.00	\$71,740.80	-\$33,741 ▼	88.79%			Budgetted amount was miscalculated
28		Library Retaining Wall	In Development		\$51,500.00	\$47,318.40	\$4,182 ▲	-8.12%			
29		Stonetown Heritage Festival Review	Closed	n/a						#DIV/0!	no bids, looking at alternative procurement
1		Vote Tabulators	Closed	n/a							no bids, looking at alternative procurement
30		Columbarium	In Development							#DIV/0!	
31		Downtown Service Location Review	Closed		\$50,880.00	\$65,198.44	-\$14,318 ▼	28.14%	1		
					\$3,578,800.00	\$3,769,243.24	-\$190,443 ▼	5.32%			



MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Emergency Services / Fire Department

Date of Meeting: 28 June 2022

Subject: FD 07-2022 June Monthly Report (Emergency Services)

RECOMMENDATION

THAT FD 07-2022 June Monthly Report (Emergency Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Emergency Responses

During the month of June (13 May – 17 June 2022) the Fire Department responded to 11 emergency responses most notably:

- Automatic alarms – 3 St. Marys
- Medical – 1 Perth South
- VSA – 1 St. Marys
- Unauthorized Open-Air Burning - 2 St. Marys, 1 Perth South
- Fire – 1 St. Marys
- CO Alarm – 1 St. Marys
- Standby - Helicopter Operations – 1 St. Marys

Average attendance of firefighters - 17

Fire Chief attended 01 calls alone.

St. Marys Fire Department has responded to 61 calls for service (01 January – 17 June 2022) compared to 52 (01 January – 17 June 2021)

Helicopter Operations

15 June – The Fire Department provided two vehicles and 14 personnel divided on a rotational schedule for standby during the helicopter operations for hot refuelling operations and the placement of 55 x 900 lb cement blocks into the swimming quarry.

This was a coordinated effort between Stratford Police, Fire Department, Public Works, Great Lakes Helicopter Corp, Community Services and Corporate Communications.

Fire Prevention

During the month of June (13 May – 17 June 2022) the Chief Fire Prevention Officer accomplished the following:

Inspections

- 16 Routine
- 3 Follow up & ongoing
- 6 Requests
- 2 Complaints
- 1 Safety Concern
- 1 home visit – Smoke alarm/CO detector replacement

Total - 29

Public Education

- Water Safety Day in St. Pauls was a success.
- Over 150 students from schools in St. Marys, Perth South and Perth East were in attendance.
- Staff set up a display of our departments water rescue equipment and reviewed water safety tips.

Training

- Pump operations – Two practical and theory training sessions
- Inspections & Maintenance of vehicles and equipment
- General meeting night – Annual policy review
- Traffic Control/Low Slope Rescue Exercise

SPENDING AND VARIANCE ANALYSIS

- One set of Bunker Gear - \$4,179.87
- CVI Inspection Tanker 3 - \$1,043.46
- 2 x 2.5" Nozzles & 6" Holley Tube - \$4,880.92
- 1 x 2.5" Foam Eductor - \$1,816.00
- 6 x AR - AFFF foam - \$1,908.00
- Annual Bunker Gear Cleaning - \$1,298.60

REVIEWED BY

Recommended by the Department



Richard Anderson
Director of Emergency Services / Fire Chief

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Public Works

Date of Meeting: 28 June 2022

Subject: PW 55-2022 June Monthly Report (Public Works)

RECOMMENDATION

THAT PW 55-2021 June Monthly Report (Public Works) be received for information.

DEPARTMENTAL HIGHLIGHTS

General Administration

- Green Committee
 - At the May 25, 2022 meeting the Committee discussed the results of the Curbside Collection Survey, and an in depth financial analysis regarding curbside collection contracts, current diversion initiatives and implementation of an organics program. The Committee discussed options for at-home organics diversions, and asked Town staff to follow up with options for their consideration.
 - At the June 22, 2022 meeting the Committee will consider the report back regarding at home organics options.
- Traffic and Parking
 - Background work for St. Marys Road Safety Plan – paused while staff respond to emergency infrastructure repairs and planning files
 - Public Works Operators deployed no-parking signage, and additional signage has been ordered for the installation of new stop signs (phased approach).
 - Public Works Department collaborating with the Clerks Department to draft a By-law Amendment regarding the use of off-road vehicles.
- Corporate Climate Change Action Plan (CCAP)
 - Next step is to create a second draft of CCAP that includes the identification of short-term, mid-term, and long-term initiatives to help mitigate and adapt to climate change. This project has been paused while staff respond to emergency infrastructure repairs and planning files.
 - CCAP continues to be a priority for the Department, once the emergency response is complete, Town staff will work towards completing the second draft of CCAP.
- Road Occupancy Requests
 - Department is receiving an influx of road occupancy requests for both construction projects and events; all forms are being submitted electronically.
- Event Assistance
 - Providing assistance to various departments regarding various matters including events (i.e. Homecoming/ Heritage), and projects like the installation of the Super Splash park

Environmental Services (Water, Wastewater, Solid Waste Collection, Management and Landfill)

- Two (2) watermain breaks repaired
- One (1) water service repaired
- Sanitary sewer and watermain replacements on Huron Street ongoing
- DRAFT Amended Environmental Assessment submitted to the Ministry of Environment, Conservation and Parks for review and comment on June 14, 2022

Public Works Operations

- Increasing resident inquiries and requests that are being completed as time permits
- PRIDE Banners installed the first week of June, to be removed the first week of July and replaced with “Strong as Stone” banners.
- Various equipment breakdowns. PW Operators performing repairs where possible, and in other cases, equipment is being sent away for significant repairs
- Public Works Operators completing sidewalk inspections, as required by Minimum Maintenance Standards. Tracking GPS data, and deficiencies are logged in work order system.
- Streetlight inspections, as required by Minimum Maintenance Standards. Deficiencies are logged in work order system and forwarded to vendor for repair.
- Assist with burials at the cemetery
- Install small retaining walk at the Grand Trunk Trail staircase
- Sweep parking lots
- Replacement of signs due to the theft and reflectivity inspection fails
- Started maintenance of Glass Street stormwater management pond – Brush removal, silt excavation pending

Parks, Trails, Tree Management, Beautification

- Garbage removed twice a week
- Splashpad inspections every day
- Playground inspections weekly/monthly
- Grooming trails weekly
- Internal and contracted turf maintenance is ongoing
- Contracted services have planted all flower beds and urns, and downtown flower baskets have been hung
- Tree maintenance at Thamesview Crescent stormwater pond
- Stump grinding is ongoing
- Aid at the quarry for new summer set up
- Pollinator garden prepped and planted (with the assistance of UTRCA and Little Falls Grade 5 classes), over 960 planted in the expansion, totally nearly 2,000 plants.
- Equipment maintenance
- When time permits, new trail to be installed at Meadowridge Park

Capital Projects and Engineering

- Park Street Bridge Rehab nearing completion
 - To be completed by June 29th
- Grand Trunk Trail staircase construction completed; staircase open.
 - Decommissioning of Legacy stairs pending
- Wellington Street road reconstruction


- Area South of Foodland entrance, curbing completed
- Final road base pending
- Base asphalt installation June 22-29th
- Removals of areas south of Wellington Street bridge to Jones Street scheduled after July 1st weekend
- Asphalt resurfacing project is planned to commence June 20th – July 1st
 - Millings from the project will be placed at St. Marys cemetery to be reground before reuse in parking lots
 - Roads to remain open during project with local traffic control, sections of Queen St. W, Water St S and Waterloo St. (North of Elgin St.)
- Huron St.
 - Sanitary replacement completed from Queen Street to Elgin Street
 - Final grading in prep for asphalt base coat ongoing
 - Spot repairs to curb to improve noted drainage issues – ongoing
 - Asphalt expected to start in sections after June 27th

SPENDING AND VARIANCE ANALYSIS

- Leachate collection system blockage at the landfill site caused an overflow into the stormwater management system. Remedial response was undertaken that has restored normal system function:
 - Budget variance will be incurred to pump and flush impacted sewer lines via contracted services
 - Excavation contractor services to ditch impacted stormwater management swales
 - Excavation contractor services to dredge stormwater management pond B

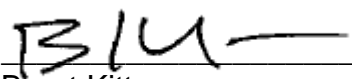
REVIEWED BY

Recommended by the Department



 Jed Kelly
 Director of Public Works

Recommended by the CAO



 Brent Kittmer
 Chief Administrative Officer

BY-LAW 64-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between the Corporation of the Town of St. Marys and Forman Electric Ltd. for the provision of land lease on Park Street in the Town of St. Marys and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** The Corporation of the Town of St. Marys authorized a lease agreement on April 15, 2016 for the purpose of leasing property legally described as PLAN 219 LOT 4 PT LOT 5 S/S; ELIZABETH E/S KING, to provide parking for an adjacent commercial land use owned by Forman Electric (the "Lease");
- AND WHEREAS:** The Corporation of the Town of St. Marys is desirous of executing a new lease agreement with Forman Electric Ltd. for the intended purposes of the Lease which Council subsequently approved on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Forman Electric Ltd. 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 the Agreement on behalf of the Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Forman Electric Ltd.
 2. That the Agreement is hereby authorized and approved, and is attached hereto this By-law, and to affix 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 65-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada ULC for 304 James Street South and to repeal By-Law 63 of 2006.

- WHEREAS:** The Corporation of the Town of St. Marys has historically administered an Industrial Waste Surcharge Program whereby industry may request to discharge elevated sanitary effluent to the collection system above standard by-law limits, but within approved surcharge limits;
- AND WHEREAS:** The Corporation of the Town of St. Marys previously entered into an agreement with Norampac Inc. by By-Law 63 of 2006 and deems it appropriate to repeal the by-law at this time;
- AND WHEREAS:** The Corporation of the Town of St. Marys has amended the Industrial Waste Surcharge Program (the “Program”), effective July 1, 2022, and is desirous of repealing and replacing the terms and conditions of the program (the “Agreement”) which was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada ULC for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Program;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
- 1.** That By-Law 63 of 2006 is hereby repealed.
 - 2.** That the Mayor and the 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 Cascades Containerboard Packaging St. Marys, A Division of Cascades Canada
 - 3.** That the Agreement is hereby authorized and approved and 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.
 - 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 28th day of June 2022.

Mayor Al Strathee

Jenna McCartney, Clerk

BY-LAW 66-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Saputo Dairy Products Canada G.P for 38 Enterprise Drive.

WHEREAS: The Corporation of the Town of St. Marys has historically administered an Industrial Waste Surcharge Program whereby industry may request to discharge elevated sanitary effluent to the collection system above standard by-law limits, but within approved surcharge limits;

AND WHEREAS: The Corporation of the Town of St. Marys has amended the Industrial Waste Surcharge Program (the “Program”), effective July 1, 2022, and is desirous of executing the terms and conditions of the program with Saputo Dairy Products Canada G.P. (the “Agreement”) which was subsequently approved by Council on June 28, 2022;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Saputo Dairy Products Canada G.P for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Program;

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 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 Saputo Dairy Products Canada G.P.
2. That the Agreement is hereby authorized and approved and 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 67-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Perth County Ingredients for 20 Thames Road North.

WHEREAS: The Corporation of the Town of St. Marys has historically administered an Industrial Waste Surcharge Program whereby industry may request to discharge elevated sanitary effluent to the collection system above standard by-law limits, but within approved surcharge limits;

AND WHEREAS: The Corporation of the Town of St. Marys has amended the Industrial Waste Surcharge Program (the “Program”), effective July 1, 2022, and is desirous of executing the terms and conditions of the program with Perth County Ingredients (the “Agreement”) which was subsequently approved by Council on June 28, 2022;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Perth County Ingredients for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Service;

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 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 Perth County Ingredients.
- 2.** That the Agreement is hereby authorized and approved and 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 28th day of June 2022.

Mayor Al Strathdee

Jenna McCartney, Clerk

BY-LAW 68-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Delmar Foods for 25 South Service Road and repeal By-Law 76 of 2017.

- WHEREAS:** The Corporation of the Town of St. Marys has historically administered an Industrial Waste Surcharge Program whereby industry may request to discharge elevated sanitary effluent to the collection system above standard by-law limits, but within approved surcharge limits;
- AND WHEREAS:** The Corporation of the Town of St. Marys previously entered into an agreement with Delmar Foods by By-Law 76 of 2017 and deems it appropriate to repeal the by-law at this time;
- AND WHEREAS:** The Corporation of the Town of St. Marys has amended the Industrial Waste Surcharge Program (the “Program”), effective July 1, 2022, and is desirous of repealing and replacing the terms and conditions of the program (the “Agreement”) which was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Delmar Foods for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Service;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
- 1.** That By-Law 76 of 2017 is hereby repealed.
 - 2.** That the Mayor and the 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 Delmar Foods.
 - 3.** That the Agreement is hereby authorized and approved and 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.
 - 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 28th day of June 2022.

Mayor Al Strathee

Jenna McCartney, Clerk

BY-LAW 69-2022

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 Forman Electric Ltd. 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:** The Corporation of the Town of St. Marys authorized the procurement for replacement of the exterior lights at Teddy's Field (the "Project") and received a proposal from Forman Electric Ltd. which was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Forman Electric Ltd. (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town of St. Marys;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. 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 Forman Electric Ltd.
 2. That the Agreement is hereby authorized and approved, and is attached hereto this By-law, and to affix 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 70-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to delegate to the Clerk the authority provided within the *Municipal Freedom of Information and Protection of Privacy Act*.

WHEREAS: Section 3 of the *Municipal Freedom of Information and Protection of Privacy Act* ("Act"), R.S.O. 1990, enables members of the council of a municipality may by by-law designate from among themselves an individual or a committee of council to act as the head of the municipality for the purposes of the Act;

AND WHEREAS: Section 49 of the Act enables that a Head may in writing delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation;

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

1. That Council delegates the authority as provided within the *Municipal Freedom of Information and Protection of Privacy Act* as the Head.
2. That Council delegates all powers and duties granted or vested in the Head to the Clerk
3. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of June 2022.

Mayor Al Strathdee

Jenna McCartney, Clerk

BY-LAW 71-2022

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 a+Link Architecture Inc. for consulting services of the downtown service location review 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;
- WHEREAS:** The Corporation of the Town of St. Marys released RFP-ADMIN-02-2022 for the purpose of obtaining consulting services of the downtown service location review (the "Project");
- AND WHEREAS:** A proposal for the Project was submitted by a+Link Architecture Inc. which was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with a+Link Architecture Inc. (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Project;
- 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 Mayor and the 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 a+Link Architecture Inc.
 2. That a copy of the said Agreement is attached hereto 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 72-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize The Corporation of the Town of St. Marys to execute a Collaboration Agreement as a Formal Member within the Huron Perth and Area Ontario Health Team.

- 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;
- WHEREAS:** The Council for The Corporation of the Town of St. Marys authorized the Mayor to sign the Huron Perth Ontario Health Team application by resolution at its September 24, 2019 meeting and further, that staff continue work with the respective partnership agencies to develop the Huron Perth Ontario Health Team;
- WHEREAS:** The Ministry of Health approved the Application in December 2019, and since, the respective partners have continued to develop a Collaborative Agreement that will clarify and delineate the respective rights, obligations and of the delivery of the project;
- AND WHEREAS:** An offer for The Corporation of the Town of St. Marys to join as a Formal Member was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Collaboration Agreement as a Formal Member for the Huron Perth and Area Ontario Health Team (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the project;
- 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 Mayor and the Clerk are hereby authorized to execute a Collaborate Agreement on behalf of The Corporation of the Town of St. Marys within the Huron Perth and Area Ontario Health Team.
 2. That the Mayor and the Clerk are hereby authorized to execute the Ontario Health Team Member Enrollment Form with the intention of joining the Huron Perth and Area Ontario Health Team as a Formal Member and to be listed within Schedule A of the Collaborative Agreement.
 3. That the Agreement is hereby authorized and approved, and 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 28th day of June 2022.

Mayor Al Strathee

Jenna McCartney, Clerk

BY-LAW 73-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to amend by-law 95-2018, appointing persons to committees, advisory committees, ad-hoc committees, special purpose committees, boards, commissions and other organizations.

WHEREAS: The Council of the Corporation of the Town of St. Marys has the authority under Section 238 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended and Procedure By-law 20 of 2016, to appoint members to advisory committees and boards as deemed appropriate;

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to amend by-law 95-2018;

THEREFORE: The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

1. That Schedule 26, Huron Perth and Area Ontario Health Team, be added to the By-law.
2. That Schedule 26, Huron Perth and Area Ontario Health Team, be amended to include _____.
3. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 74-2022

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 JFM Environmental Ltd. for the abatement of mould at Town Hall 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;
- WHEREAS:** The Corporation of the Town of St. Marys contracted JFM Environmental to perform indoor testing for mould at Town Hall in October 2021 and JFM Environmental Ltd. reported that as a result of the testing, mould abatement was required (the "Project");
- AND WHEREAS:** A proposal for the Project was submitted by JFM Environmental Ltd. which was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with JFM Environmental Ltd. (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Project;
- 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 Mayor and the 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 JFM Environmental Ltd.
 - 2.** That the Agreement is hereby authorized and approved, and is attached hereto this By-law, and to affix 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 75-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between the Corporation of the Town of St. Marys and Forman Electric Ltd. for the provision of land lease on Water Street South in the Town of St. Marys and to authorize the Mayor and Clerk to execute the Agreement.

WHEREAS: The Corporation of the Town of St. Marys is desirous of executing a lease agreement with Forman Electric Ltd. for the purpose of leasing land legally described as Blanshard Concession Thames Pt Lot 35 RP 44R5755 PARTS 4 TO 6, municipally known as 478 Water Street South, (the "Lease") which was subsequently approved on June 28, 2022;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Forman Electric Ltd. 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 the Agreement on behalf of the Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Forman Electric Ltd.
- 2.** That the Agreement is hereby authorized and approved, and is attached hereto this By-law, and to affix 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 76-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of temporary right of way agreements between the Corporation of the Town of St. Marys and various property owners for the Wellington Street reconstruction project and to authorize the Mayor and Clerk to execute the agreements.

- 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:** The Corporation of the Town of St. Marys requires use of the right of way in order to provide alternate access for the public, for construction vehicles and for construction materials and equipment in the downtown area of St. Marys during the Wellington Street reconstruction project (the "Project");
- AND WHEREAS:** The Corporation of the Town of St. Marys is desirous of executing individual right of way agreements with various property owners as identified on Schedule A to the By-law, which was subsequently approved by Council on June 28, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into individual right of way agreements with various property owners for the purpose of clarifying and delineating the respective rights and obligations of the Agreement;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That Schedule A to the By-law shall provide the names of individual property owners to which The Corporation of the Town of St. Marys shall execute a right of way agreement with.
 2. That the Mayor and the Clerk are authorized to execute the Agreements on behalf of the Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and various property owners as identified on Schedule A to the By-law.
 3. That the Chief Administrative Officer is delegated the authority to add property owners to Schedule A should the need arise throughout the term of the Wellington Street project and to execute the appropriate right of way agreement with said property owner.
 4. That the Agreements are hereby authorized and approved, and is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
 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 28th day of June 2022.

Mayor Al Strathee

Jenna McCartney, Clerk

The Corporation of the Town of St. Marys
Schedule A to By-law 76-2022

1. Robert Smeenck
2. Swaminarayan Property Inc
3. Burt Damen
4. 860611 Ontario Inc.
5. Douglas Patterson
6. Adam Skinner
7. Jamie Pickel
8. Robert Edney
9. 533497 Ontario Ltd.
10. John Forster
11. Chantal Lynch
12. Naylor Nine Holdings Ltd.
13. M G W Management Ltd.
14. Army, Navy & Air Force Inc.
15. B. Fitzsimmons
16. James Murphy

BY-LAW NO. Z152-2022

4. All other provisions of By-law No. Z1-1997, as amended, shall apply.
5. 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.
6. 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 28th day of June 2022.

Mayor Al Stratthdee

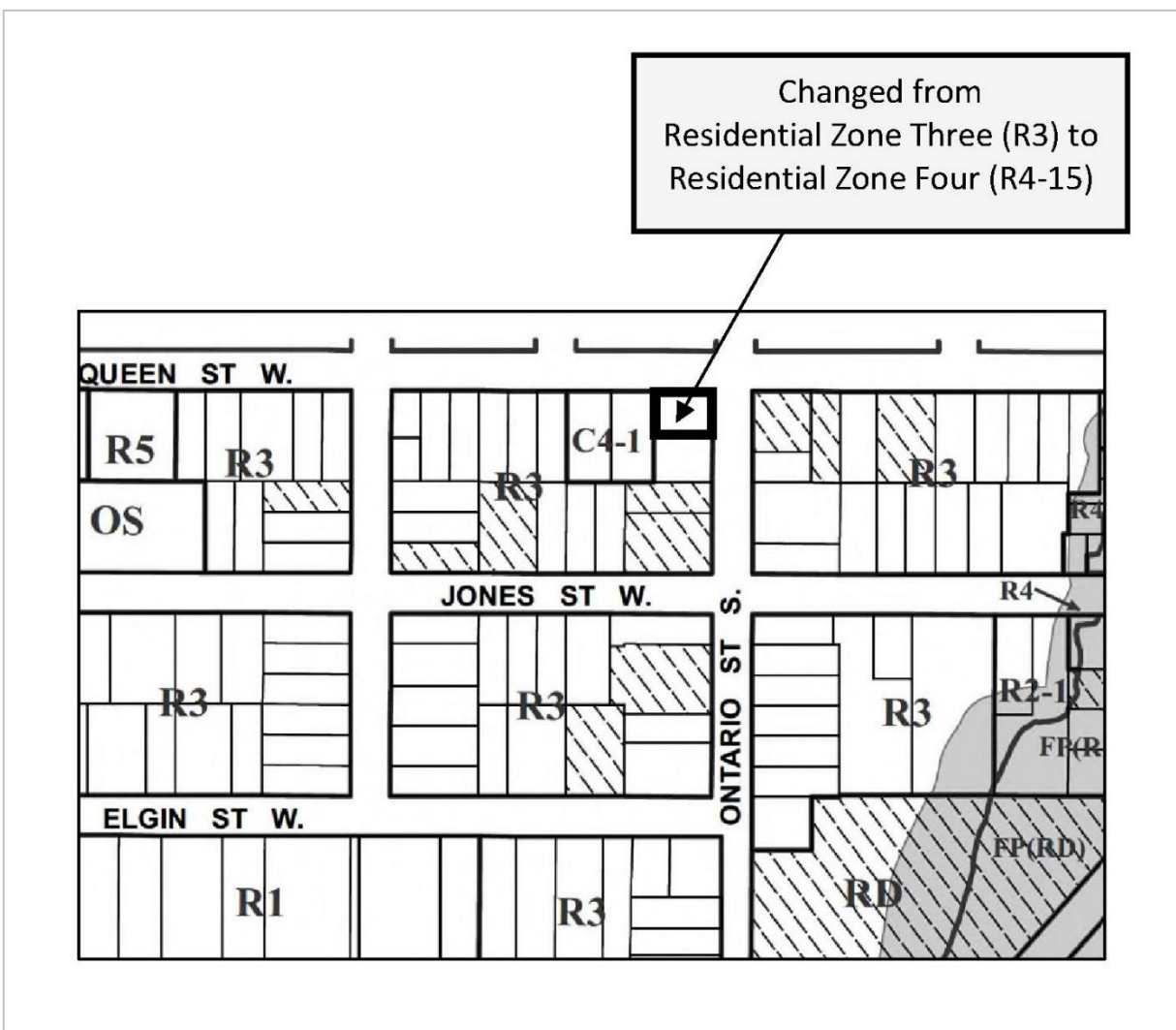
Jenna McCartney, Clerk

THIS IS SCHEDULE "A"
TO BY-LAW NO. Z152-2022
OF THE CORPORATION OF THE TOWN OF ST. MARYS
PASSED THIS 28th DAY OF JUNE 2022

Al Stratthdee, Mayor

Jenna McCartney, Clerk

AREA AFFECTED BY THIS BY-LAW



THE CORPORATION OF THE TOWN OF ST. MARYS
BY-LAW NO. Z153-2022

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 all lands located 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. That Section 3 of By-law No. Z1-1997 is hereby amended by removing the section numbering associated with each definition.
2. That Section 3 of By-law No. Z1-1997 is hereby amended by adding the following definitions:

Assisted Living Unit means a place of residence with one or more habitable rooms containing separate bathroom facilities for private use as a single housekeeping unit and where personal support services may be provided.

Attached Duplex means 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.

Building Supply Outlet means premises where building supply products such as millwork, cement, siding, roofing, plumbing or electrical supplies, heating, cooling or ventilating construction supplies, fireplaces, windows, paints, wall coverings, and floor coverings are stored for the purpose of wholesale or retail trade.

Child Care Centre means premises operated by a person licensed under the Child Care and Early Years Act to operate a child care centre at the premises.

Conference or Banquet Facility: means a building or part thereof, used for the gathering of groups of persons for specific functions including the consumption of food and drink, Full kitchen facilities shall be provided on the premises.

Farm Implement Sales and Service Establishment means lands, buildings, or structures used for the purpose of the sale, maintenance or repair of farm implements and related equipment, parts and supplies.

Feed Mill means a building erected, used or intended for use for the preparation, processing, preserving, grading or storing of agricultural products for eventual consumption by livestock or domestic pets, and may include the retail and wholesale sale of such products.

Food Processing Plant means a building in which agricultural products are prepared, processed, preserved, graded or stored for eventual human consumption.

Landscaping Business and/or Garden Centre means an establishment used primarily for the display and sales of plants, gardening and landscaping supplies and equipment. An **outdoor display and sales area** is considered a permitted **accessory use**.

Long Term Care Home means a building consisting of assisted living dwelling units, where a broad range of personal care, support and health services are provided for elderly, disabled or chronically ill occupants in a supervised setting licensed pursuant to Provincial legislation, and may include one or more accessory uses, such as common dining, lounging, kitchen, recreational or medical offices.

Machine Shop means a building erected, used, or intended for the servicing or repair of equipment and machinery and/or small engines.

Mechanical Penthouse means a room or enclosure on the roof of a **building** exclusively used for mechanical equipment, a stair or elevator tower, elevator equipment, or any combination thereof.

Mini-storage Facility means a building containing individual storage units accessible by the user and used for the storage of goods, wares, merchandise, non-perishable foodstuffs, substances, articles or things but shall not include the storage of fuels, solvents, paints or other inflammable substances.

Museum means a building erected, used or intended for use as a repository for historical artifacts, relics or documents which may be periodically placed on display for public viewing.

Openings means any window on a **building** façade which provides clear, unobstructed visibility to goods, exhibits, or the interior spaces of a **building** through the use of transparent glazing; or any public entrance on a **building** façade which provides clear access from the outside to the interior spaces of a building, but does not include entrances to any stairwell, boiler room, maintenance room, mechanical or electrical or utility room.

Postal Outlet means premises for the provision of postal and courier pick-up and drop-off services for letters and small parcels, but does not include a postal or courier distribution or terminal facility.

Retirement Home means a **building** or part thereof designed exclusively to accommodate seniors or other special needs users with central kitchen and dining facilities, common indoor and outdoor amenity areas, consisting of either **dwelling units** or **assisted living units** or both.

Service Trade means an establishment, other than an automotive use, that provides a non-personal service or craft to the public, including, but not necessarily restricted to, the shop of a printer, a plumber, a painter, a carpenter, an electrician, a welder, a furrier, an upholster, a custom engraver, a monument engraver, a merchandise service shop, a battery storage and recharging shop, a small engine repair shop, a workshop for the physically challenged, a catering establishment, a tool or small equipment rental establishment.

Stacking Lane means a continuous on-site queuing lane that includes stacking spaces for motor vehicles, which is separated from other vehicular traffic and pedestrian circulation by barriers, markings, or signs;

Stacking Space means a rectangular space that may be provided in succession and is designed to be used for the temporary queuing of motor vehicles in a stacking lane.

Theatre means premises intended for the production and viewing of the performing arts or the screening and viewing of motion pictures, and consisting of an auditorium with permanently fixed seats intended solely for a viewing audience.

3. That Section 3 of By-law No. Z1-1997 is hereby amended by amending the following definitions to read as follows:

Accessory Building or Structure means a **building** or **structure** that is normally incidental, subordinate, and exclusively devoted to the principal **use, building, or structure**, which is separate (detached) from the **main building or structure** and which is located on the same **lot** therewith. No **accessory building or structure** shall be **used** as a **home occupation** or for human habitation unless permitted in accordance with Section 5.1.2 or any other applicable sections of this By-law.

Assembly Hall means a **building** or part thereof, in which facilities are provided for such purposes as meetings for civic, educational, political, religious or social purposes and may include a **banquet hall** or **private club**. An **Assembly Hall** does not include a **Conference or Banquet Facility**.

Automobile Washing Establishment means a building or structure containing facilities used or intended to be used primarily for washing vehicles by the use of mechanical devices or by hand

Hospital means any institution, **building** or other premises or place established for the purposes of patients and that is approved under the Public Hospitals Act as a public **hospital**.

Hotel means any **hotel, tavern, inn, or public house** in a **building or buildings** which is **used** principally for the purpose of catering to the needs of the public by supplying food and furnishing sleeping accommodation of 4 or more bedrooms, but does not include a **boarding house dwelling** or a **motel**.

4. That Section 3 of By-law No. Z1-1997 is hereby amended by deleting the definition for 'Day Nursery'.
5. That all references to '**Day Nursery**' throughout By-law No. Z1-1997 shall be replaced with '**Child Care Centre**'.
6. That Section 4.2 of By-law No. Z1-1997 is hereby amended by deleting the last paragraph that starts with "The Key Maps which are attached...." and ends with "...is for information purposes only".
7. That Section 5.1.1A(a) of By-law No. Z1-1997 is hereby amended by deleting "within a dwelling unit" to read as follows:
 - (a) any occupation or business for profit conducted except as may be specifically **permitted** by this By-law; and"
8. That Section 5.1.5A(a) of By-law No. Z1-1997 is hereby amended by deleting Subsection (b) and "For the purpose of Section 5.1.5 (a) and 5.1.5 (b)" to read as follows:

5.1.5A Coverage

The total **lot coverage** of all **accessory buildings** and **structures** on a **lot** shall not exceed 10 per cent of the **lot area**.

The area of a **swimming pool** that is not enclosed by a **building** or **structure** shall not be included in the calculation of **lot coverage**.

9. That Subsections 5.11 (i) and (j) of By-law No. Z1-1997 are hereby amended to read as follows:

- (i) not more than two **home occupations** are **permitted** in a **dwelling unit** and the maximum gross floor area dedicated to all **home occupations** shall not exceed 50.0 square metres or 25 per cent of the **gross floor area** of the **dwelling unit** (excluding an **attached garage**), whichever is lesser. The area of the **dwelling unit** not being **used** for **home occupation** must comply with the applicable **gross floor area** requirements of this By-law;
- (j) a **home occupation** shall be carried on only in the **dwelling unit** of a **single-detached dwelling** or in the **dwelling unit** of a **semi-detached dwelling**. No **home occupation** shall be carried on in an **accessory building** or **structure** or in an **attached garage** unless part of the garage is converted to form part of the dwelling unit and can no longer be used as an attached garage;

10. That Section 5.21.6.3 of By-law No. Z1-1997 is hereby amended to read as follows:

5.21.6.3 Industrial Zones

Each **parking area** and **driveway** connecting the **parking area** with the **street line** shall be maintained with concrete, asphalt or other hard surface, provided however, crushed stone, crushed brick or tile, paving stones, or cinders having a Portland cement binder may be provided for the **parking area** and **driveways** which are located to the rear of the **front** or **exterior side yard building** line.

11. That Section 5.21.1 of By-law No. Z1-1997 is hereby amended to read as follows:

5.21.1 Number of Parking Spaces

5.21.1.1 Parking Requirements

The minimum number of **parking spaces** required for the **uses** and purposes hereinafter set forth shall be as follows:

	Type of Use	Number of Spaces
A	Single-detached, semi-detached, street townhouse, duplex and triplex dwellings	2 per dwelling unit
B	Fourplex and row or townhouse dwellings	2 plus 0.25 visitor per dwelling unit
C	Apartment dwelling and other multiple unit dwellings	<u>Outside of Downtown as defined by Central Commercial designation in Official Plan</u> Studio: 1 per dwelling unit One Bedroom: 1 per dwelling unit Two Bedroom: 1.5 per dwelling unit

	Type of Use	Number of Spaces
		Three Bedroom: 1.5 per dwelling unit Plus Visitor: 0.25 per dwelling unit <u>Downtown as defined by Central Commercial designation in Official Plan</u> Studio: 1 per dwelling unit One Bedroom: 1 per dwelling unit Two Bedroom: 1.5 per dwelling unit Three Bedroom: 1.5 per dwelling unit Plus Visitor: Not Required
D	Accessory dwelling Accessory apartment Converted dwelling	1 per dwelling unit
E	Bed and breakfast establishment	2 per dwelling unit plus 1 per guest room for rent
F	Group home dwelling	2 per dwelling unit plus 1 per 4 group home residents
G	Long term care home, home for the aged	1 per 5 beds
H	Nursing home	1 per 3 beds
H1	Continuum-of-care facility, retirement home	Non-Assisted Living: 0.5 per dwelling unit (for residents) plus 0.2 per dwelling unit (for visitors and employees) Assisted Living: 0.3 per assisted living unit (for residents), plus 0.2 per assisted living unit (for visitors and employees)
I	Assembly hall, community centre, arena, theatre	1 per 5 seats or 3 metres of bench space of maximum seating capacity, or 1 per 230 square metres of playing field area where no seating exists
I1	Conference or banquet facility, eating establishment restaurant, eating establishment-take out, tavern	1 per 10 square metres of gross floor area
J	Automobile repair establishment, automobile service station, automobile sales and service establishment	4 plus 1 per repair bay

	Type of Use	Number of Spaces
J1	Automobile washing establishment	1 plus 2 per wash bay, plus 1 per non-drive through car wash bay Automatic Car Wash: 5 per car wash bay, excluding the car wash bay
K	Bowling establishment	3 per bowling lane
L	Business or professional office, department store, personal service shop, retail store, supermarket, support office	1 per 20 square metres of gross floor area
M	Clinic, Animal Clinic, Medical	5 per practitioner
N	Church	The greater of: <ul style="list-style-type: none"> • 1 per 4 seats (or 3 metres of bench); or • 1 per 10 square metres of gross floor area devoted to public uses where no fixed seating exists
O	Day nursery	1 per 40 square metres of gross floor area
P	Warehouse including mini-storage facility	1 per 150 square metres of gross floor area
Q	Golf course	8 per hole Miniature golf course: 1.5 per hole
R	Hospital	1 per 4 beds
S	Hotel or Motel	1 per guest room plus 1 space per 10 square metres gross floor area devoted to public use such as dining rooms, licensed beverage rooms, banquet rooms and similar uses.
T	Industrial establishment	Gross floor area of 3000 square metres or less: <ul style="list-style-type: none"> • 1 per 50 square metres of gross floor area Gross floor area greater than 3000 square metres: <ul style="list-style-type: none"> • 1 per 50 square metres of gross floor area for the first 3000 square metres; and,

	Type of Use	Number of Spaces
		<ul style="list-style-type: none"> 1 per 100 square metres of gross floor area in excess of the first 3000 square metres. <p>For any office areas, the standards as set out elsewhere in this By-law shall apply.</p>
U	Service trade	1 per 30 square metres of gross floor area
V	School, Elementary	the greater of 1.5 per classroom or 1 per 3 square metres of assembly area
W	School, Secondary	the greater of 5 per classroom or 1 per 3 square metres of assembly area
X	Sports Field	the greater of: (i) 1 per 5 seats or 3 metres of bench space of maximum permanent seating capacity, or (ii) 1 per 250 m ² of gross field area where no seating exists
Y	Grocery store	1 per 10 square metres of retail floor area
Z	Wholesale establishment	1 per 55 square metres of gross floor area
AA	All other institutional uses	1 per 30 square metres of gross floor area
BB	Uses permitted by this by-law other than those referred to above	1 per 40 square metres of gross floor area

In addition to the minimum number of required parking spaces set forth above, electric vehicle charging station rough-ins shall be provided for a minimum of 5 percent of all required **parking spaces**. This requirement does not apply to the uses in A, B, D, E, F, G, H, H1 and X above.

5.21.1.2 Accessible Requirements

Accessible **parking spaces** for **persons** with disabilities required by this By-law shall have a minimum width of 4.25 metres and a minimum length of 5.5 metres not including area used for access, maneuvering, **driveway**, or similar purpose. If there are two or more accessible **parking spaces** located beside each other in the same parking aisle, they may share the 2.0 metre aisle, resulting in a reduction in the size of every other such **parking space** (i.e. every second accessible **parking space**). Accessible parking spaces are not required for single detached, semi-detached, duplex or triplex dwellings.

Accessible **parking spaces** shall be:

- hard surfaced and a maximum running slope of 1.5 percent and a maximum crossing slope of 1 percent;
- located near an accessible **building** entrance; and

- (c) identified for **use** by **persons** with disabilities by a sign, which is clearly posted and visible at all times, containing the International Symbol of Accessibility for Disabled Persons. Such **sign** shall be posted in a visible location other than on the parking surface.

The provisions for the number of accessible **parking spaces** are outlined in the following table.

Number of Automobile Parking Spaces	Number of Designated Accessible Parking Spaces
1-12	1
13-100	4% of the total number of automobile spaces
101-200	1 plus 3% of the total number of automobile spaces
201-1,000	2 plus 2% of the total number of automobile spaces
1,001 or greater	11 plus 1% of the total number of automobile spaces

Where the application of the **parking space** requirements results in a number that is not a whole number, the number shall be rounded-up to the next whole number (e.g. 7.3 spaces would be rounded-up to 8).

5.21.1.3 Bicycle Parking Requirements

The minimum number of bicycle parking spaces required for the **uses** and purposes hereinafter set forth shall be as follows:

Land Use	Number of Required Parking Spaces
Apartment Buildings	0.5 space per dwelling unit plus 6 spaces for any development with 20 or more dwelling units
Schools	The greater of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 1 per 20 m² of classroom space, plus 1 per 800 m² of office area
Offices	The lesser of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 4% of required vehicle parking
Commercial Uses (unless otherwise noted), including Restaurants (excluding take-out only)	The greater of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 5% of required vehicle parking
Convenience Store	8 spaces
Cinema, Community Centre, Commercial Sports and Recreation Centre	The greater of: <ul style="list-style-type: none"> ▶ 8 spaces; or ▶ 10% of required vehicle parking
Industrial Use	The lesser of: <ul style="list-style-type: none"> ▶ 4 spaces; or ▶ 4% of required vehicle parking

12. That Section 5 of By-law No. Z1-1997 is hereby amended by adding the following section:

5.21.14 Stacking Lane Requirements for Drive-Through Facilities

- (a) **Stacking lanes** shall not be located within 3 metres of a street line.
- (b) **Stacking lanes** for a drive-through facility shall not be located within a **front yard** or **exterior side yard**.
- (c) Despite Subsection b), on a corner lot, **stacking lanes** for a drive through facility may be located in either a **front yard** or **exterior side yard**, but not both.
- (d) Entrance ways to **stacking lanes** shall be separated a minimum travelled distance of 16.5 metres from the closest driveway, measured from the centre point of the closest driveway at the **lot line** along the route travelled to the last required **stacking space** in the **stacking lane**.
- (e) **Stacking spaces** must be wholly contained between the entrance to the **stacking lane** and the last product pick-up window, fueling area, service window, kiosk, or booth. If there are no cases of multiple service windows, the **stacking lane** is measured from the **stacking lane** entrance to the last service window.
- (f) A **stacking space** shall be a minimum of 2.6 metres in width and a minimum of 6.5 metres in length.
- (g) A **stacking space** shall lead both to and from a fueling area, service window, kiosk, or booth in accordance with the following table setting out the minimum number of stacking spaces required for the uses set forth:

Land Use	Minimum Number of Stacking Spaces
Automobile Washing Establishment (automatic)	10
Automobile Washing Establishment (self serve)	2 per washing bay
Bank or Financial Institution	3
Automobile Gas Bar	2 per fueling area
Eating Establishment (Restaurant or Take Out)	13
Retail Store	3

- (h) Subsections a) through g) shall not apply to existing **stacking lanes** and existing **stacking spaces**.

13. That Subsection 5.32.1(a) of By-law No. Z1-1997 is hereby amended to read as follows:

- (a) in the **interior side yard** or **exterior side yard** of a **lot**, where no part of the **swimming pool** is located closer to any **lot line** or **street line** than the minimum **yard** distance required by this By-law for the **main building** on the **lot**;

14. That Sections 8.2.9, 9.2.9 and 12.4.10 of By-law No. Z1-1997 are hereby amended by replacing “35.0” with “40.0”.

15. That Sections 8.2.11, 9.2.11, 10.2.12, 10.3.12, 10.4.12, 11.2.12, 11.3.12, 11.4.12 and 12.5.11 of By-law No. Z1-1997 are hereby amended by replacing “30.0” with “25.0”.
16. That Section 9.2.7 of By-law No. Z1-1997 is hereby amended by replacing “7.5” with “7.0”.
17. That Sections 10.2.7, 10.3.7, 10.4.7, 11.2.7, 11.3.7, 11.4.7, 12.2.4, 12.4.8 and 12.5.7 of By-law No. Z1-1997 are hereby amended by replacing “7.5” with “6.0”.
18. That Section 10.2.9 of By-law No. Z1-1997 is hereby amended by replacing “40.0” with “45.0”.
19. That Sections 10.3.9, 10.4.9, 11.2.9, 11.3.9 and 11.4.9 of By-law No. Z1-1997 are hereby amended by replacing “40.0” with “45.0”.
20. That Section 12.4.12 of By-law No. Z1-1997 is hereby amended by replacing “35.0” with “25.0”.
21. That Sections 12.5.9 and 16.2.10 of By-law No. Z1-1997 are hereby amended by replacing “40.0” with “50.0”.
22. That Section 15.2.11 of By-law No. Z1-1997 is hereby amended to read as follows:

15.2.11 Parking Requirements
No **parking spaces** are required for **uses permitted** in Section 15.1.1 or existing uses permitted in 15.1.3(a). The provisions of Section 5.21 shall apply to those **uses permitted** in Section 15.1.3.
23. That Subsections 17.1.1 and 17.1.3 of Section 17.2D of By-law No. Z1-1997 are hereby amended by replacing “15.0” with “10.0”.
24. That Subsections 17.1.1, 17.1.2 and 17.1.3 of Section 17.2I of By-law No. Z1-1997 are hereby amended by replacing “35” with “40”.
25. Sections 8.1 and 8.2 of By-law No. Z1-1997 are hereby deleted and replaced with the following:

“SECTION 8 - RESIDENTIAL ZONES

No **person** shall within any R1, R2, R3, R4, R5, R6 or R7 **zone use** any **land** or **erect, alter, or use** any **building or structure** for any purpose except in accordance with the following provisions:

8.1 Permitted Uses, Buildings, and Structures

Uses permitted in a Residential Zone are denoted by the symbol ‘✓’ in the column applicable to the Zone and corresponding with the row for a specific permitted use in Table 8A. A number(s) following the symbol ‘✓’ or identified permitted use indicates that one or more special provisions apply, which are listed below Table 8A.

Table 8A Residential Zones – Permitted Uses							
Use	R1	R2	R3	R4	R5	R6	R7
Apartment dwellings					✓		
Bed and breakfast establishment	✓	✓	✓	✓			

One boarding or lodging house dwelling on one lot				✓ (5)	✓ (5)		
Continuum-of-care facility						✓	
One converted dwelling on one lot			✓ (2)	✓ (3)	✓ (4)		
One duplex dwelling on one lot			✓	✓			
One fourplex dwelling on one lot				✓			
Group homes							✓
Home for the aged dwellings						✓	
Home occupation	✓	✓	✓(1)	✓(1)			
Nursing home dwellings						✓	
Row or townhouse dwellings					✓		
One semi-detached dwelling on one lot			✓	✓			
One dwelling unit of a semi-detached dwelling on one lot			✓	✓			
Senior citizen dwellings						✓	
One single detached dwelling on one lot	✓	✓	✓	✓			
One triplex dwelling on one lot				✓			
Public park	✓	✓	✓	✓	✓	✓	
Accessory uses, buildings and structures	✓	✓	✓	✓	✓	✓	✓

Table 8A Additional Regulations:

- (1) Only permitted in a **single detached dwelling** or **semi-detached dwelling unit**
- (2) **Converted dwelling** can contain not more than two **dwelling units**
- (3) **Converted dwelling** can contain not more than four **dwelling units**
- (4) **Converted dwelling** can contain between five and seven **dwelling units**
- (5) **Boarding or lodging house dwelling** can contain accommodation for not more than four tenants

8.2 Requirements for Permitted Uses, Buildings, and Structures

A number(s) following the Zone standards, Zone heading, or the standard, indicates that one or more special provisions apply, which are listed below in Tables 8B, 8C, 8D, 8E and 8F.

Table 8B Residential Zone Standards – R1, R2, R6 and R7				
Standard	R1	R2	R6 (5)(6)	R7 (5)
Lot Area, Minimum (m ²) (Interior lot)	900.0	666.0	(4)	666.0
Lot Area, Minimum (m ²) (Corner lot)	1,102.5	795.5	(4)	666.0
Lot Frontage, Minimum (m) (Interior lot)	22.0	18.0	20.0	18.0
Lot Frontage, Minimum (m) (Corner lot)	24.5	21.5	20.0	18.0
Lot Depth, Minimum (m)	45.0	37.0	37.0	37.0
Front Yard, Minimum (m)	7.5	6.0	7.5	6.0
Interior Side Yard, Minimum (m)	(1)	(2)(3)	6.0	(2)
Exterior Side Yard, Minimum (m)	7.5	6.0	7.5	6.0
Rear Yard, Minimum (m)	7.5	7.0	10.5	7.5
Building Height, Maximum (m)	10.5	10.5	13.5	10.5
Number of Storeys, Maximum	N/A	N/A	3	N/A
Lot Coverage, Maximum (%)	40.0	40.0	35.0	35.0
Gross Floor Area, Minimum (m ²)	125.0	100.0	N/A	N/A
Landscaped Open Space, Minimum (%)	25.0	25.0	30.0	35.0

Table 8B Additional Regulations:

- (1) 3.0 metres on one side and 2.4 metres on the opposite side (in the case of a **corner lot** 2.4 metres is required on the interior side)
- (2) 2.4 metres on one side and 1.2 metres on the other side for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where an **attached garage** or **carport** is provided or within the **main building**, the **interior side yards** may be reduced from 2.4 metres to 1.2 metres for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.
- (3) Where an **attached** deck is provided to the rear of a **dwelling**, the **interior side yards** for the deck shall be reduced to 1.2 metres.
- (4) 550.0 square metres for the first **unit** plus 90.0 square metres for each additional **unit**.
- (5) A **planting strip** shall be required in accordance with the provisions of Section 5.25 where an **interior side or rear lot line** of a **lot** being developed abuts a **lot** that is:
 - (a) in a Residential **Zone** or a Residential (-H) **Zone**.

- (b) **used** for residential purposes;
 - (c) **used** for a non-residential purpose and on which no **planting strip** exists adjacent to the mutual **lot line**.
- (6) No ingress or egress **driveway** shall be located closer than 1.5 metres to any **side** or **rear lot line**.
- (7) **Separation Distance Between Group Homes**
- No **group home** shall be located within 450 metres of any other **group home**. The 450 metre distance is to be measures from nearest **lot line** to nearest **lot line**.

Maximum Number of Residents

The maximum number of **group home** residents shall be the number of residents that were lawfully established and residing in the **group home** on the day of adoption of this By-law.

Table 8C Residential Zone Standards – R3				
Standard	Single Detached Dwelling	Semi-Detached or Duplex Dwelling on One Lot	One Dwelling Unit of a Semi-Detached Dwelling on One Lot	Converted Dwellings (5)
Lot Area, Minimum (m ²) (Interior lot)	555.0	666.0	333.0	666.0
Lot Area, Minimum (m ²) (Corner lot)	666.0	832.5	495.5	666.0
Lot Frontage, Minimum (m) (Interior lot)	15.0	18.0	9.0	18.0
Lot Frontage, Minimum (m) (Corner lot)	18.0	22.5	13.5	18.0
Lot Depth, Minimum (m)	37.0	37.0	37.0	37.0
Front Yard, Minimum (m)	6.0	6.0	6.0	6.0
Interior Side Yard, Minimum (m)	(1)	(2)	(2)	(3)
Exterior Side Yard, Minimum (m)	6.0	6.0	6.0	6.0
Rear Yard, Minimum (m)	6.0	6.0	6.0	7.5
Building Height, Maximum (m)	10.5	10.5	10.5	10.5
Lot Coverage, Maximum (%)	45.0	45.0	45.0	35.0
Gross Floor Area Ratio, Maximum (%)	70.0	70.0	70.0	N/A
Gross Floor Area, Minimum (m ²)	85.0	85.0	85.0	55.0 (4)

Table 8C Residential Zone Standards – R3				
Standard	Single Detached Dwelling	Semi-Detached or Duplex Dwelling on One Lot	One Dwelling Unit of a Semi-Detached Dwelling on One Lot	Converted Dwellings (5)
Landscaped Open Space, Minimum (%)	25.0	25.0	25.0	35.0

Table 8C Additional Regulations:

- (1) 2.4 metres on one side and 1.2 metres on the other side for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where an **attached garage** or **carport** is provided or within the **main building**, the **interior side yards** may be reduced from 2.4 metres to 1.2 metres for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.

- (2) Semi-detached Dwelling

1.2 metres plus 0.6 metres for each additional or partial **storey** above the first where an **attached garage** or **carport** is provided.

2.7 metres is required where no **attached garage** or **carport** is provided.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.

No **side yard** is required on the **attached** side of the **dwelling** (for one dwelling unit of a semi-detached dwelling on one lot)

Duplex Dwelling

2.4 metres on one side

1.2 metres on the other side for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where an **attached garage** or **carport** is provided or within the **main building**, the **interior side yards** may be reduced from 2.4 metres to 1.2 metres for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.

- (3) 1.2 metres plus 0.6 metres for each additional or partial **storey** above the first where an **attached garage** or **carport** is provided.

2.7 metres on one side of the **dwelling** where no **attached garage** or **carport** is provided and 1.2 metres plus 0.6 metres for each additional or partial **storey** above the first on the opposite side.

When determining which **side yard** requirement should apply, the maximum **building height** of that part of the **dwelling** nearest the **side lot line** shall prevail.

- (4) Per dwelling unit.

- (5) Additions to **existing buildings** for the purpose of accommodating the conversion of **existing dwellings** shall not be **permitted**.

Any additional external stairways beyond those that existed prior to the conversion shall be provided in the **rear yard** of the **lot** and no closer to the **rear lot line** than **minimum rear yard** required for the **dwelling**.

Table 8D Residential Zone Standards – R4			
Standard	Single Detached Dwelling	Semi-Detached or Duplex Dwelling on One Lot	One Dwelling Unit of a Semi-Detached Dwelling on One Lot
Lot Area, Minimum (m ²) (Interior lot)	360.0	540.0	270.0
Lot Area, Minimum (m ²) (Corner lot)	480.0	675.0	405.0
Lot Frontage, Minimum (m) (Interior lot)	12.0	18.0	9.0
Lot Frontage, Minimum (m) (Corner lot)	16.0	22.5	13.5
Lot Depth, Minimum (m)	30.0	30.0	30.0
Front Yard, Minimum (m)	6.0	6.0	6.0
Interior Side Yard, Minimum (m)	(1)	(2)	(2)
Exterior Side Yard, Minimum (m)	6.0	6.0	6.0
Rear Yard, Minimum (m)	6.0	6.0	6.0
Building Height, Maximum (m)	10.5	10.5	10.5
Lot Coverage, Maximum (%)	45.0	45.0	45.0
Gross Floor Area Ratio, Maximum (%)	70.0	70.0	70.0
Gross Floor Area, Minimum (m ²)	65.0	65.0	65.0
Landscaped Open Space, Minimum (%)	25.0	25.0	25.0

Table 8D Additional Regulations:

- (1) 2.4 metres on one side and 1.2 metres on the other side for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where an **attached garage** or **carport** is provided or within the **main building**, the **interior side yards** may be reduced from 2.4 metres to 1.2 metres for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.

(2) Semi-detached Dwelling

1.2 metres plus 0.6 metres for each additional or partial **storey** above the first where an **attached garage** or **carport** is provided.

2.7 metres is required where no **attached garage** or **carport** is provided.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.

No **side yard** is required on the **attached** side of the **dwelling** (for one dwelling unit of a semi-detached dwelling on one lot)

Duplex Dwelling

2.4 metres on one side

1.2 metres on the other side for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where an **attached garage** or **carport** is provided or within the **main building**, the **interior side yards** may be reduced from 2.4 metres to 1.2 metres for the **first storey** plus 0.6 metres for each additional or partial **storey** above the first.

Where the floor level of the **first storey** is 1.2 metres or more above the **finished grade level**, an additional 0.3 metres shall be required in addition to the above requirements.

Table 8E Residential Zone Standards – R4				
Standard	Triplex Dwellings	Fourplex Dwellings	Converted Dwellings (6)	Boarding or Lodging Houses
Lot Area, Minimum (m ²)	777.0	777.0	(3)	666.0
Lot Frontage, Minimum (m)	21.0	21.0	(4)	18.0
Lot Depth, Minimum (m)	37.0	37.0	37.0	37.0
Front Yard, Minimum (m)	6.0	6.0	6.0	6.0
Interior Side Yard, Minimum (m)	(1)	3.5	(5)	(5)
Exterior Side Yard, Minimum (m)	6.0	6.0	6.0	6.0
Rear Yard, Minimum (m)	7.5	7.5	7.5	7.5
Building Height, Maximum (m)	10.5	10.5	10.5	10.5
Lot Coverage, Maximum (%)	35.0	35.0	35.0	35.0
Gross Floor Area, Minimum (m ²)	55.0 (2)	55.0 (2)	55.0 (2)	9.0 (7)
Landscaped Open Space, Minimum (%)	35.0	35.0	35.0	35.0

Table 8E Additional Regulations:

- (1) 3.5 metres except that where an **attached garage** or **carport** is provided, the **minimum interior side yard** next to the **attached garage** or **carport** shall be 2.7 metres.
- (2) Per dwelling unit.
- (3) Lot area minimum for a:

2-unit building	666.0	square metres
3-unit building	740.0	square metres
4-unit building	795.5	square metres
- (4) Lot frontage minimum for a:

2-unit building	18.0 metres
3-unit building	20.0 metres
4-unit building	21.5 metres
- (5) 1.2 metres plus 0.6 metres for each additional or partial **storey** above the first where an **attached garage** or **carport** is provided.
 2.7 metres on one side of the **dwelling** where no **attached garage** or **carport** is provided and 1.2 metres plus 0.6 metres for each additional or partial **storey** above the first on the opposite side.
 When determining which **side yard** requirement should apply, the maximum **building height** of that part of the **dwelling** nearest the **side lot line** shall prevail.
- (6) Additions to **existing buildings** for the purpose of accommodating the conversion of **existing dwellings** shall not be **permitted**.
 Any additional external stairways beyond those that existed prior to the conversion shall be provided in the **rear yard** of the **lot** and no closer to the **rear lot line** than **minimum rear yard** required for the **dwelling**.
- (7) Per bedroom.

Table 8F Residential Zone Standards – R5					
Standard	Apartment Dwellings (3)(4)(5)	Converted Dwellings (3)(4)(8)	Row or Townhouse Dwellings (3)(4)(11)	One Dwelling Unit of a Row or Townhouse Dwelling on One Lot (4)	Boarding or Lodging Houses (4)
Lot Area, Minimum (m ²)	(1)	(6)	(9)	(12)	666.0
Lot Frontage, Minimum (m)	25.0	27.5	(10)	(13)	18.0
Number of Attached Dwelling Units, Maximum	N/A	N/A	8	N/A	N/A
Lot Depth, Minimum (m)	37.0	37.0	37.0	37.0 (14)	37.0
Front Yard, Minimum (m)	6.0	7.5	6.0	4.5	6.0

Table 8F Residential Zone Standards – R5					
Standard	Apartment Dwellings (3)(4)(5)	Converted Dwellings (3)(4)(8)	Row or Townhouse Dwellings (3)(4)(11)	One Dwelling Unit of a Row or Townhouse Dwelling on One Lot (4)	Boarding or Lodging Houses (4)
Interior Side Yard, Minimum (m)	6.0	(7)	4.5	(15)	(16)
Exterior Side Yard, Minimum (m)	7.5	6.0	6.0	6.0	6.0
Rear Yard, Minimum (m)	12.0	7.5	6.0	6.0	7.5
Building Height, Maximum (m)	13.5	13.5	10.5	10.5	10.5
Number of Storeys, Maximum	3	N/A	N/A	N/A	N/A
Lot Coverage, Maximum (%)	35.0	35.0	40.0	50.0	35.0
Gross Floor Area per Dwelling Unit, Minimum	(2)	55.0	(2)	N/A	(17)
Gross Floor Area Ratio, Maximum (%)	N/A	N/A	N/A	N/A	N/A
Gross Floor Area, Minimum (m ²)	N/A	N/A	N/A	65.0	N/A
Landscaped Open Space, Minimum (%)	35.0	35.0	25.0	25.0	35.0

Table 8F Additional Regulations:

- (1) 900.0 square metres for the first **dwelling unit** plus 90.0 square metres for each additional **dwelling unit**.
- (2) **Dwelling Unit Gross Floor Area, Minimum for:**

Bachelor unit	35.0 square metres
1 bedroom unit	55.0 square metres
2 bedroom unit	65.0 square metres
3 bedroom unit	75.0 square metres
Additional bedrooms beyond 3	9.0 square metres per bedroom
- (3) A **planting strip** shall be required in accordance with the provisions of Section 5.25 where an **interior side or rear lot line** of a lot being developed abuts a lot that is:
 - (a) in a Residential **Zone** or a Residential (-H) **Zone**.
 - (b) **used** for residential purposes;
 - (c) **used** for a non-residential purpose and on which no **planting strip** exists adjacent to the mutual **lot line**.

- (4) No ingress or egress **driveway** shall be located closer than 1.5 metres to any **side** or **rear lot line**.
- (5) More than one **apartment dwelling** may be **erected** on a **lot** provided that the following provisions are met:
 - (a) The **minimum lot area** requirement shall be calculated on the basis of the provisions of Section 12.2.1 above.
 - (b) The **minimum lot frontage** requirement shall be 30.5 metres.
 - (c) The **front, side, and rear yard** requirements as set out in Sections 12.2.4, 12.2.5, 12.2.6, and 12.2.7 above shall be applied.
 - (d) Notwithstanding the provisions of Clause (c) above, where internal vehicular access to a **lot** being developed or **used** for an **apartment dwelling development** is provided through an **interior side yard**, that **side yard** shall have a minimum width of 7.5 metres.
 - (e) Setbacks between **buildings** within an **apartment dwelling** project shall be as follows:
 - (i) the minimum distance between two exterior walls of different **buildings** facing each other, neither of which is an end wall, where either or both of the exterior walls contain a living room window, shall be 21.0 metres.
 - (ii) the minimum distance between two exterior walls of different **buildings** facing each other, neither of which is an end wall, where either or both of the exterior walls contain windows to **habitable rooms** other than living room windows, shall be 15.0 metres.
 - (iii) the minimum distance between an exterior wall containing a living room window in one **building** and the end wall of another **building**, which end wall contains no windows to **habitable rooms**, shall be 10.5 metres.
 - (iv) the minimum distance between an exterior wall containing a window to a **habitable room**, other than a living room window, and the end wall of another **building** containing no windows to **habitable rooms** shall be 7.5 metres.
 - (v) the minimum distance between two end walls of different **buildings**, where neither end wall contains windows to **habitable rooms**, shall be 4.5 metres.
- (6) Lot area minimum for a:

5-unit building	1,017.5 square metres
6-unit building	1,107.5 square metres
7-unit building	1,197.5 square metres
- (7) 3.5 metres on one side and 4.5 metres on the opposite side
- (8) Additions to **existing dwellings** for the purpose of accommodating the conversion of **existing dwellings** shall be **permitted** provided that the following provisions are met:
 - (a) the addition shall have a ground floor area of not greater than 50 per cent of the ground floor area and a total floor area of not greater than 50 per cent of the total floor area of the **dwelling** prior to the conversion.
 - (b) any addition that is **erected** for the purpose of accommodating a conversion must be constructed so as to fit in with the character and design of the **existing dwelling**.

Any additional external stairways beyond those that existed prior to the conversion shall be provided in the **rear yard** of the **lot** and shall be no closer to the **rear lot line** than the **minimum rear yard** required for the **dwelling**.

- (9) 1017.5 square metres for each **Row or Townhouse dwelling**; however the gross density shall not exceed 50 units per hectare.
- (10) **Interior Lot:** 27.5 metres for the first three units plus 6.0 metres for each additional dwelling unit
Corner Lot: 29.0 metres for the first three units plus 6.0 metres for each additional dwelling unit
- (11) More than one **row or townhouse dwelling** may be **erected** on a **lot** provided that the following provisions are met:
- (a) The **minimum lot area** requirement shall be calculated on the basis of the provisions of Section 12.4.1 above.
 - (b) The **minimum lot frontage** requirement shall be calculated by applying the **minimum lot frontage** provisions of Section 12.4.2 above to the **row or townhouse** which faces the **front lot line** or the **townhouse** with the greatest number of **dwelling units**, whichever results in the greatest requirement but in no case shall the **minimum lot frontage** be less than 27.5 metres.
 - (c) The **front, side, and rear yard** requirements as set out in Sections 12.4.5, 12.4.6, 12.4.7, and 12.4.8 above shall apply to the **development** as a whole.
 - (d) Notwithstanding the provisions of Clause (c) above, where internal vehicular access to a **lot** being developed or **used** for a **row or townhouse development** is provided through an **interior side yard**, that **side yard** shall have a minimum width of 7.5 metres.
 - (e) Separation distances between **buildings** within a **row or townhouse** project shall be according to all applicable requirements of the Ontario Building Code, as amended.
- (12) **Lot Area, Minimum**
- | | |
|---------------------|----------------------|
| Interior Lot | 222 square metres |
| End Unit | 397.75 square metres |
| Corner Lot | 453.25 square metres |
- (13) **Lot Frontage, Minimum**
- | | |
|---------------------|--------------|
| Interior Lot | 6.0 metres |
| End Unit | 10.75 metres |
| Corner Lot | 12.25 metres |
- (14) Where an **interior lot** has a **lot frontage** of 9.0 metres or more, the minimum required **lot depth** shall be reduced to 30.0 metres.
- (15) No **side yard** is required on the **attached** side(s) of the **dwelling unit**. 4.5 metres is required on the side of the **dwelling unit** not **attached** to another **dwelling unit**.
- (16) 1.2 metres plus 0.6 metres for each additional or partial **storey** above the first where an **attached garage** or **carport** is provided.
2.7 metres on one side of the **dwelling** where no **attached garage** or **carport** is provided and 1.2 metres plus 0.6 metres for each additional or partial **storey** above the first on the opposite side.

When determining which **side yard** requirement should apply, the maximum **building height** of that part of the **dwelling** nearest the **side lot line** shall prevail.

(17) **Gross Floor Area** per Bedroom, Minimum: 9.0 square metres

26. Sections 9.1 to 9.6, 10.1 to 10.9, 11.1 to 11.12, 12.1 to 12.8, 13.1 to 13.4, 14.1 to 14.3 of By-law No. Z1-1997 are hereby deleted.
27. Sections 9.7, 10.10, 11.13, 12.9, 13.5 and 14.4 of By-law No. Z1-1997 are hereby moved to Section 8.7 and renumbered accordingly.
28. By-law No. Z1-1997 is hereby amended with the addition a new Section 9 as follows:

“SECTION 9 - COMMERCIAL ZONES

No **person** shall within any C1, C2, C3 and C4 **zone** **use** any **land** or **erect, alter, or use** any **building** or **structure** for any purpose except in accordance with the following provisions:

9.1 Permitted Uses, Buildings, and Structures

Uses permitted in a Commercial Zone are denoted by the symbol ‘✓’ in the column applicable to the Zone and corresponding with the row for a specific permitted use in Tables 9A and 9B. A number(s) following the symbol ‘✓’ or identified permitted use indicates that one or more special provisions apply, which are listed below Table 9A and 9B.

Table 9A Commercial Zones C1, C2 and C4 – Permitted Uses			
Use	C1	C2	C4
Assembly hall	✓		
Antique store	✓		
Artisan’s establishment	✓		
Automobile gas bar	✓(1)	✓	
Automobile parts supply store	✓		
Bakery	✓		✓
Bank or a financial institution	✓		✓
Barber shop or a hairdresser shop	✓		✓
Beer parlour or a cocktail bar or a tavern	✓		✓
Boutique	✓		
Bowling alley	✓		✓
Bus station			✓
Business or professional office	✓		✓
Church			✓
Convenience or variety store	✓	✓	
Convenience business services establishment	✓		
Clinic, medical	✓		✓
Club, private	✓		✓
Club, commercial	✓		✓
Commercial use, excluding adult entertainment parlours, billiards parlours and video arcades	✓		

Community centre or a banquet hall or a dance hall or an auditorium	✓		✓
Day Nursery	✓		
Department store	✓		
Dressmaking or tailor shop	✓		✓
Dry cleaning outlet	✓		✓
Dry cleaner's establishment	✓		✓
Dwelling units (only permitted in the upper portion or upper floor levels of a commercial building)	✓(2)		✓(2)
Eating establishment, restaurant	✓	✓	✓
Eating establishment, take-out	✓		✓
Fire hall			✓
Farmer's market	✓		
Florist shop	✓		
Funeral home	✓		
Government administrative office	✓		✓
Grocery store	✓		
Home decorating store	✓		
Home improvement store	✓		
Hotel	✓		✓
Laundromat	✓		
Library	✓		
Liquor, beer or wine store	✓		
Movie video rental and sales business	✓		
Office	✓		
Office, business	✓		
Office, medical/dental	✓		
Office, service	✓		
Office, support	✓		
Parking lot			✓
Parking lot, commercial	✓		
Personal service shop	✓	✓	
Pet shop	✓		
Pharmacy	✓		
Place of entertainment	✓		
Photographic studio	✓		✓
Police station	✓		✓
Postal outlet	✓		
Printing and/or publishing establishment	✓		
Public library	✓		✓
Public park	✓		✓
Rental shop	✓		
Repair shop	✓		
Retail store	✓		✓
Service commercial centre	✓		
School, commercial	✓		

Shopping centre	✓		
Shopping plaza	✓		
Supermarket	✓		
Studio	✓		
Taxi stand and office	✓		
Theatre	✓		✓
Accessory uses, buildings and structures	✓	✓	✓

Table 9A Additional Regulations:

(1) Existing only.

(2) **Dwelling Unit Gross Floor Area, Minimum**

(a) Bachelor unit	40.5	square metres
(b) 1 bedroom unit	54.0	square metres
(c) 2 bedroom unit	72.0	square metres
(d) 3 bedroom unit	90.0	square metres
(e) Additional bedrooms beyond 3	9.0	square metres per bedroom

Table 9B Commercial Zones C3 – Permitted Uses			
Use	C3 (Column A)	C3 (Column B)	C3 (Column C)
Assembly hall	✓		
Auction Establishment	✓		
Automobile gas bar			
Automobile parts supply store	✓		
Automobile rental establishment	✓		
Automobile repair establishment	✓ (1)	✓	
Automobile sales and service establishment			✓
Automobile service station		✓	
Automobile washing establishment		✓	
Bowling alley	✓		
Building supply outlet	✓		✓
Bus depot	✓		
Convenience or variety store	✓		
Convenience business services establishment	✓		
Clinic, animal	✓		
Department store			✓
Eating establishment, restaurant	✓		
Eating establishment, take-out	✓		
Farm implement sales and service			✓
Farmer's market	✓		
Funeral home	✓		
Fuel pump island		✓	
Golf course, miniature	✓		

Greenhouse, commercial	✓		
Home decorating store			✓
Home improvement store			✓
Hotel or motel	✓		
Landscaping business and/or garden centre	✓		✓
Liquor, beer or wine store	✓		
Office, business			✓
Office, medical/dental			✓
Parking lot, commercial	✓		
Place of entertainment			✓
Recreational commercial use	✓		
Rental shop	✓		
Repair shop	✓		
Self-storage establishment	✓		
Service commercial centre	✓		✓
Supermarket			✓
Taxi stand and office	✓		
Tire sales establishment	✓		
Accessory uses, buildings and structures	✓	✓	✓

Table 9A Additional Regulations:

(1) Excluding body and fender **repair shops**

9.2 Requirements for Permitted Uses, Buildings, and Structures

A number(s) following the Zone standards, Zone heading, or the standard, indicates that one or more special provisions apply, which are listed below in Tables 9C and 9D.

Table 9C Commercial Zone Standards – C1, C2 and C4			
Standard	C1 (2)(3)	C2 (3)	C4 (3)(6)
Lot Area, Minimum (m ²)	225.0	900.00	450.0
Lot Frontage, Minimum (m)	7.5	30.0	15.0
Lot Depth, Minimum (m)	30.0	30.0	30.0
Front Yard, Minimum (m)	0.0	6.0	6.0
Interior Side Yard, Minimum (m)	(1)	6.0	0.0 (5)
Exterior Side Yard, Minimum (m)	1.5	6.0	6.0
Rear Yard, Minimum (m)	6.0	9.0	9.0
Building Height, Maximum (m)	13.5	10.5	10.5

Table 9C Commercial Zone Standards – C1, C2 and C4			
Standard	C1 (2)(3)	C2 (3)	C4 (3)(6)
Lot Coverage, Maximum (%)	75.0	50.0	40.0
Gross Floor Area, Minimum (m ²)	N/A	250	
Landscaped Open Space, Minimum (%)	N/A	20	20.0

Table 9C Additional Regulations:

- (1) No **interior side yard** is required except where a "C1" **zone** abuts a Residential **zone** in which case a **minimum side yard** of 3.0 metres is required.
- (2) No **parking spaces** are required with the exception of new **dwelling units** and hotels in accordance with Section 5.

Notwithstanding the provisions of Section 5.6 and Section 5.24.8 of this By-law, the following provisions shall apply with respect to **daylight or sight triangles** in the "C1" **zone**:

- (a) a **daylight or sight triangle** with distances of 6.0 metres measured along the **lot lines** abutting the **streets** shall be required.
- (b) Clause (a) above shall not apply so as to prevent the projection of a second or higher **storey** of a **building** or **structure** into the required **daylight or sight triangle** provided that a vertical height of 3.0 metres measured vertically above **finished grade level** is kept free of any **buildings** and **structures**.
- (c) Clause (a) above shall not apply so as to prevent the **erection** of one structural support column, with a maximum diameter of 450 mm, in the required **daylight or sight triangle** provided that the column is required for the structural support of the second or higher **storey** of a **building** or **structure**.
- (d) Clause (a) above shall not apply to those **buildings** on **lots** at the at the following intersections:
 - (i) Queen Street E. and Water Street;
 - (ii) Queen Street E. and Wellington Street;
 - (iii) Queen Street E. and Church Street.

The **outdoor display and sale areas** for goods or materials shall not be **permitted** in the **front yard**.

- (3) A **planting strip** shall be required in accordance with the provisions of Section 5.25 where an **interior side or rear lot line** for a **lot** being developed for commercial purposes abuts a **lot** that is in a Residential **Zone** or a Residential (-H) Holding **Zone**.
- (4) The outdoor storage of goods or materials shall not be permitted.
Fuel pumps and canopies over a **pump island** shall not be located closer than 3.0 metres to any **street line** or within a radius of 15.0 metres of the corner of intersecting **street lines** on a **corner lot**.
Fuel storage tanks shall not be located closer than 4.5 metres to a **front, interior side, exterior side, or rear lot line**.
- (5) Except where a "C4" **zone** abuts a Residential **zone** in which case a **minimum interior side yard** of 6.0 metres is required.

- (6) No ingress or egress **driveway** shall be located closer than 1.5 metres to any **side** or **rear lot line**.

Table 9D Commercial Zone Standards – C3			
Standard	Column A Uses	Column B Uses	Column C Uses
Lot Area, Minimum (m ²)	900.0	1350.0	4000.0
Lot Frontage, Minimum (m)	30.0	45.0	45.0
Lot Depth, Minimum (m)	30.0	30.0	45.0
Front Yard, Minimum (m)	10.0	10.0	10.0
Interior Side Yard, Minimum (m)	3.0 is required except where a "C3" zone abuts a Residential zone in which case a minimum interior side yard of 7.5 is required.	7.5 or one half the building height, whichever is greater.	10.0 or one half the building height, whichever is greater.
Exterior Side Yard, Minimum (m)	6.0	7.5	7.5
Rear Yard, Minimum (m)	4.5 is required except where a "C3" zone abuts a Residential zone in which case a minimum rear yard of 7.5 is required.	7.5	10.0
Building Height, Maximum (m)	10.5	10.5	13.5
Lot Coverage, Maximum (%)	40.0	40.0	40.0
Planting Strip Requirement	A planting strip shall be required in accordance with the provisions of Section 5.25 where an interior side or rear lot line for a lot being developed for commercial purposes abuts a lot that is in a Residential Zone or a Residential (-H) Holding Zone.		
Landscaped Open Space, Minimum (%)	20	20	20
Notwithstanding any provisions of this By-law, a landscaped open space strip with a minimum width of <u>3.0 metres</u> shall be required for all lands zoned "C3" with a front or side lot line along Queen Street or James Street.			
Outdoor Storage	The outdoor storage of goods or materials shall be permitted in accordance with the provisions of Section 5.19.		
Outdoor Display and Sales Area	An outdoor display and sale area shall be permitted in accordance with the provisions of Section 5.20.		

29. Sections 15.1 to 15.5, 16.1 to 16.2, 17.1 to 17.3, and 18.1 to 18.5 of By-law No. Z1-1997 are hereby deleted.
30. Section 15.6 is hereby moved to new Section 9 and renumbered to 9.3.

- 31. Sections 16.3, 17.4 and 18.6 are hereby moved to new Section 9.3 and renumbered accordingly.
- 32. All remaining sections are renumbered accordingly.
- 33. That new Sections 20.1, 20.2 and 20.3 of By-law No. Z1-1997 are hereby further amended to read as follows:

- 20.1

Permitted Uses, Buildings, and Structures

(a)

uses, buildings, and structures

lawfully existing on the date of passing of this By-law and additions to existing residential dwellings in accordance with Section 20.2.

(b)

agricultural uses,

excluding buildings and structures.

(c)

accessory uses, buildings, and structures

in accordance with Section 5.1A of this By-law.

- 20.2

Site and Building Requirements

The minimum lot area and lot frontage requirements shall be as they lawfully existed on the date of passing of this By-law.

The replacement of part or all of an existing single-detached dwelling is permitted provided the replacement occurs in the same location as existed on the lot. An addition onto an existing or replacement single-detached dwelling is permitted provided the addition is no greater than 50 percent of the gross floor area of the dwelling that lawfully existed on the date of the passing of this By-law and complies with the following requirements:

Front Yard, Minimum

15 metres

Interior Side Yard, Minimum

10 metres

Exterior Side Yard, Minimum

10 metres

Rear Yard, Minimum

10 metres

Building Height, Maximum

11 metres

Lot Coverage, Maximum

Equal to 150 percent of the lot coverage as lawfully existed on the date of passing of this By-law.
- 20.3

Use of Symbols

20.3.1

RD

The "RD" zone symbol indicates that some form of residential development is contemplated in the future for the lands within the "RD" zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined.

Permitted Interim Uses:

Uses, buildings and structures in accordance with Sections 28.1 and 28.2.

20.3.2

RD-1

The "RD-1" zone symbol indicates that some form of residential development is contemplated in the future for the lands within the "RD-1" zone; however timing for development and development standards (i.e. housing type and density) have yet to be determined.
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Permitted Interim Uses: Uses, buildings and structures in accordance with Sections 20.1 and 20.2.

34. That Key Maps 1 through 20 of By-law No. Z1-1997 are hereby amended by removing the Heritage Classified layer and Heritage Classified from all Maps and Map legends.
35. That By-law No. Z1-1997 is hereby amended by updating all cross references in sections accordingly.
36. All other provisions of By-law No. Z1-1997, as amended, shall apply.
37. 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.
38. 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 28th day of June 2022.

Mayor Al Strathee

Jenna McCartney, Clerk

BY-LAW 77-2022

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 June 28, 2022

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 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 28th day of June 2022 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 28th day of June 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk