

## **AGENDA**

### **THE SEVENTIETH MEETING OF THE ONE HUNDRED AND THIRTY-FIFTH COUNCIL OF THE CORPORATION OF THE CITY OF ST. THOMAS**

**COUNCIL CHAMBERS**

**CITY HALL**

**6:00 P.M. REGULAR SESSION**

**DECEMBER 7, 2015**

#### **ROUTINE PROCEEDINGS AND GENERAL ORDERS OF THE DAY**

MOMENT OF SILENCE

DISCLOSURES OF INTEREST

MINUTES

DEPUTATIONS

COMMITTEE OF THE WHOLE

REPORTS OF COMMITTEES

PETITIONS AND COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS

BY-LAWS

PUBLIC NOTICE

NOTICES OF MOTION

ADJOURNMENT

#### **MOMENT OF SILENCE**

#### **DISCLOSURES OF INTEREST**

#### **MINUTES**

Confirmation of the minutes of the meetings held on November 16th, 2015.

#### **PRESENTATIONS**

##### **Province of Ontario Fire Services – Long and Exemplary Service Awards**

Firefighter Scott Brett will be presented with a 25 year Fire Services Long Service Award from the Fire Marshal of Ontario. Also receiving this award is Firefighter Mike Powers.

Platoon Chief Kevin Kernohan, Firefighter Don Udell and Chief Rob Broadbent will be presented with 30 year Exemplary Service Medals from the Governor General of Canada and Fire Services Long Service Bars from the Fire Marshal of Ontario.

#### **DEPUTATIONS**

#### **COMMITTEE OF THE WHOLE**

Council will resolve itself into Committee of the Whole to deal with the following business.

#### **STRATEGIC DIRECTION AND DEVELOPMENT**

#### **UNFINISHED BUSINESS**

## **NEW BUSINESS**

Assignment of Lease – St. Thomas Municipal Airport – Parts 10 and 22, Plan 11-165

Report CC-18-15 of the Airport Superintendent. **Page 8**

CIP Application 2015-084 – Kettle Creek Properties Ltd.

Report ADM-34-15 of the City Manager. **Pages 9-11**

CIP Application 2013-075 Robert Harris

Report ADM-35-15 of the City Manager. **Pages 12**

Masco Canada – Memorandum of Understanding

Report ES-126-15 of the Waste Management Coordinator. **Pages 13-14**

Service Manager Contribution Agreement – A.N. Trad's Furniture Ltd.

Report OW-26-15 of the Acting Director of Ontario Works. **Pages 15-69**

Assumption of Road Widening – Parts 1 and 2, Plan 11R-9724 – Talbot Street and BalACLava Street

Report PD-29-15 of the Planning Assistant. **Pages 70-71**

Municipality of Central Elgin – Notice of Passing - Zoning By-law Amendment – 10194 Turner Road

Notice of passing of a zoning by-law amendment has been received from the Municipality of Central Elgin to permit residential use in support of a development proposal to create an additional three lots at 10194 Turner Road.

Municipality of Central Elgin – Notice of Passing - Zoning By-law Amendment – 400 Sunset Drive

Notice of passing of a zoning by-law amendment has been received from the Municipality of Central Elgin to permit professional offices and accessory uses in the school board building and to permit storage within a former maintenance building at 400 Sunset Drive.

Municipality of Central Elgin – Notice of Passing - Zoning By-law Amendment – 384 George Street

Notice of passing of a zoning by-law amendment has been received from the Municipality of Central Elgin to recognize eight existing detached dwellings at 384 George Street.

Township of Southwold – Public Information Centre – Talbotville Waste Water Treatment Plan Class Environmental Assessment

Notice has been received from the Township of Southwold and Stantec Consulting Ltd. of a Public Information Centre on December 16, 2015 from 6:00 p.m. to 8:00 p.m. at the Keystone Complex, 35921 Talbot Line to review technical alternatives as part of the Class Environmental Assessment process for the provision of waste water treatment services in the Talbotville area.  
**Page 72**

## **BUSINESS CONCLUDED**

## **COMMUNITY ENGAGEMENT AND SERVICES**

## **UNFINISHED BUSINESS**

**NEW BUSINESS**

**BUSINESS CONCLUDED**

**INFRASTRUCTURE AND CIVIC OPERATIONS**

**UNFINISHED BUSINESS**

Police Headquarters

Rail Corridor – Talbot Street and Sinclair Avenue – August 13, 2012

Back Water Valve Installation on Sanitary Building Drains (PDCs) – March 11, 2013

Building By-Law and Fees – August 11, 2014

Community Donation Bins – September 8, 2014

Asbestos in City Buildings – Update – October 6, 2014

**NEW BUSINESS**

Parking Control – Hospital Area and Committee Notice

Report ES-99-15 of the Manager of Roads and Transportation. **Page 73**

2015-16 New Year's Eve Free Transit Service

Report ES-105-15 of the Manager of Roads and Transportation. **Page 74**

Water Meter Reading

Report ES-122-15 of the Director of Environmental Services and City Engineer. **Pages 75-76**

Holiday Waste Collection

Report ES-127-15 of the Waste Management Coordinator. **Page 77**

**BUSINESS CONCLUDED**

**CORPORATE GOVERNANCE AND ADMINISTRATION**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

Closing Meeting Investigator

Report CC-17-15 of the City Clerk. **Page 78**

Emergency Alternatives – Council

Report CC-19-15 of the City Clerk. **Page 79**

Provincial Gas Tax Revenues – Letter of Agreement

Report TR-29-15 of the Director of Finance and City Treasurer. **Pages 80-83**

Capital Project Status Update

Report TR-30-15 of the Director of Finance and City Treasurer. **Pages 84-99**

September 30, 2015 Current Budget Monitoring Report

Report TR-31-15 of the Director of Finance and City Treasurer. **Pages 100-101**

**BUSINESS CONCLUDED**

**REPORTS PENDING**

**COUNCIL**

Council will reconvene into regular session.

**REPORT OF COMMITTEE OF THE WHOLE**

Strategic Direction and Development

Community Engagement and Services

Infrastructure and Civic Operations

Corporate Governance and Administration

A resolution stating that the recommendations, directions and actions of Council in Committee of the Whole as recorded in the minutes of this date be confirmed, ratified and adopted will be presented.

**REPORTS OF COMMITTEES**

Municipal Accessibility Advisory Committee Annual Site Audit Report

Report MAAC-01-15 of the Municipal Accessibility Advisory Committee Chair. **Pages 102-106**

**PETITIONS AND COMMUNICATIONS**

“Canadian Blood Services Wrap It Up Red Holiday Campaign” – December 2nd to 31st, 2015 – Proclamation

A letter has been received from Chris Hardy, Territory Manager, Canadian Blood Services requesting that December 2nd to 31st, 2015 be proclaimed as the “Canadian Blood Services Wrap It Up Red Holiday Campaign” in the City of St. Thomas in support of blood and stem cell donation. **Pages 107-110**

“Thinking Day” – February 16th to 22nd, 2016 - Proclamation and Flag Raising

A letter has been received from Darlene Morphy, Community Guider, St. Thomas requesting that Council proclaim February 22nd, 2016 as “Thinking Day” in the City of St. Thomas and that the World Association for Girl Guides and Girl Scouts be flown at City Hall for the week of February 16th to 22nd, 2016. **Page 111**

United Townships of Head, Clara and Maria – Auto Extrication Services

A copy of a resolution has been received from Jim Gibson, Mayor, United Townships of Head, Clara and Maria advising of the dissolution of that municipality’s auto extrication emergency response unit and requesting that the Province provide financial resources for these services. **Pages 112-115**

Municipality of Neebing - Police Services Act Amendment - Request to Endorse a Resolution

A request to endorse a resolution has been received from Rosalie Evans, Solicitor-Clerk, Municipality of Neebing that the Province amend the Police Services Act to allow for a two-tiered policing system in Ontario. **Pages 116-117**

### Champlain Township – O.P.P. Billing Model – Request to Endorse a Resolution

A request to endorse a resolution has been received from Alison Collard, Clerk, Champlain Township that the Province reconsider the new O.P.P. billing model. **Page 118-120**

### Highway 3 Transportation Needs Assessment Study

A letter has been received from Brent Gotts, Assistant Project Manager, MMM Group requesting a combined meeting with the project team relating to the Highway 3 Transportation Needs Assessment Study. **Pages 121-122**

### Great Lakes International Airshow – June 17th to 19th, 2016

A letter has been received from Jim Banman, President, Great Lakes International Airshow requesting Council's support, in principle, for the 2016 event being held from June 17th to 19th, 2016. **Page 123**

### 2016 Ontario Municipal Partnership Fund

A letter has been received from Charles Sousa, Minister of Finance and Ted McMeekin, Minister of Municipal Affairs and Housing regarding the 2016 Ontario Municipal Partnership Fund. **Pages 124-126**

### Ombudsman Ontario – Public Sector and MPP Accountability and Transparency Act, 2014

A letter has been received from Linda Williamson, Director of Communications, Office of the Ombudsman of Ontario regarding the new role of the Ombudsman's Office effective January 1st, 2016. **Page 127-128**

### Youth Engagement Showcase – Rural Ontario Institute

A letter has been received from Ryan Deska, Project Lead, Rural Ontario Institute regarding nominations for the Rural Ontario Institute Showcase. Nomination forms are available at [www.ruralontarioinstitute.ca/youth\\_engagement\\_showcase](http://www.ruralontarioinstitute.ca/youth_engagement_showcase). **Page 129-132**

### Ministry of Citizenship Immigration and International Trade – Ontario Medal for Young Volunteers and Ontario Volunteer Service Awards

A letter has been received from Michael Chan, Minister, Ministry of Citizenship Immigration and International Trade regarding nominations for the Ontario Medal for Young Volunteers and for the Ontario Volunteer Service Awards. Nomination deadlines are January 15, 2016 and January 25, 2016, respectively. Nomination forms are available at [www.ontario.ca/honoursandawards](http://www.ontario.ca/honoursandawards). **Page 133**

## **UNFINISHED BUSINESS**

### **NEW BUSINESS**

### **BY-LAWS** – Councillor Joan Rymal

### **First, Second and Third Reading**

1. A by-law to confirm the proceedings of the Council meeting held on the 7th day of December, 2015.
2. A by-law to authorize the Mayor and Treasurer to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario. (Dedicated Gas Tax Funds for Public Transportation Program)
3. A by-law to assume certain lands as part of the public highways known as Talbot Street and Balaclava Street. (SPC 11-13 - 877 Talbot Street)

4. A by-law to amend By-Law 50-88, being the Zoning By-Law for the City of St. Thomas. (permit maximum 75% driveway coverage and width at front lot line - affected lots within Plan 11M-208 Orchard Park Phase 2 - File No.: 2-10-15)

5. A by-law to amend By-Law 45-89, being a by-law to revise and consolidate certain by-laws regulating Traffic and the Parking of Motor Vehicles. (Centre Street east parking lot-permit parking; Centre Street west parking lot-public parking; Crocker Avenue parking lot-permit and public parking)

6. A by-law to authorize the Mayor and Treasurer to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and St. Thomas Energy Inc. (restructured promissory note)

7. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and A. N. Trad's Furniture Ltd. (Service Manager Contribution – Investment in Affordable Housing – 560 Talbot Street)

8. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Brac Properties Ltd. (Facade Grant - \$7,500 - Community Improvement Plan - 561-567 Talbot Street)

## **PUBLIC NOTICE**

## **NOTICES OF MOTION**

## **CLOSED SESSION**

A resolution to close the meeting will be presented to deal with two personal matters about identifiable individuals, two matters of a proposed or pending acquisition or disposition of land, a matter of potential litigation and two matters protected under the Municipal Freedom of Information and Protection of Privacy Act.

## **OPEN SESSION**

## **ADJOURNMENT**



Corporation of the

**City of St. Thomas**

Report No.

CC-18-15

File No.

**Directed to:** Mayor Heather Jackson and Members of City Council**Date Authored:**  
November 23, 2015**Meeting Date:**  
December 7, 2015**Department:** City Clerk's**Prepared By:** Dale Arndt, Airport Superintendent**Attachment****Subject:** Assignment of Lease - St. Thomas Municipal Airport - Part 10 and 22, Plan 11-165**Recommendation:**

THAT: Report CC-18-15 be received; and further,

THAT: Council concur with the assignment of lease of Airport Lands (Part 10 and 22, Plan 11-165) at the St. Thomas Municipal Airport from Jay Okkerse and Ian Basson to Ian Basson.

**Origin:**

Request from Jay Okkerse &amp; Ian Basson to transfer the hangar into the name of Ian Basson, 43622 Sparta Line, St. Thomas, Ontario, N5P 3S8.

**Analysis:**

The joint owners, Jay Okkerse and Ian Basson indicated that they wished to transfer the hangar into the name of Ian Basson.

Similar requests have been made by individuals wishing to assign their lease of Airport Lands. The initial term of this lease is 20 years computed from the 16th day of August 1999. (Approximately 3 years 9 months remaining)

**Existing Policy:**

Council has authorized the assignment of lease of airport lands from one hangar owner to another provided that the perspective purchaser has met with Council approval. In this case, one of the two joint lease holders, Ian Basson, will become the sole lease holder.

**Financial Consideration:**

An administration fee of \$200.00 has been charged and received from Mr. Okkerse and Mr. Basson.

Respectfully,

Dale Arndt  
Airport Superintendent

Reviewed By: \_\_\_\_\_

Treasury

Env. Services

Planning

Parks &  
Rec.

Human Resources

Other

  
W.S. GRAVES  
CITY MANAGER



Corporation of the

**City of St. Thomas**

Report No.

ADM-34-15

File No.

Directed to: Mayor H. Jackson and Members of City Council

Date Authored:  
November 30, 2015Meeting Date:  
December 7, 2015

Department: Corporate Administration

Attachment

Prepared By: Wendell Graves, City Manager

Concept sketch

Subject: CIP Application 2015-084 Kettle Creek Properties Ltd.

**Recommendation:**

THAT: Report ADM-34-2015 relating to CIP Application 2015-084 be received for information, and further,

THAT: Council authorize support of CIP Application 2015-084 through the Development Charges Rebate and Property Tax Increment Grant components of the CIP Program as outlined in Report ADM-34-15, and further,

THAT: Upon completion of the approval processes for the project that a by-law be prepared for Council's consideration relating to the CIP grant contributions.

**Background:**

The City is in receipt of CIP Application 2015-084 from Kettle Creek Properties Ltd. relating to the development of a seniors residential community in the area bound by Ross Street, Centre Street, Moore Street and Amelia Street.

The concept proposal for this site includes the creation of 120 seniors residential suites in addition to 10 townhouse style units. This would involve a total redevelopment of the subject lands with an approximate \$35 million dollar investment which when complete would create approximately 100 full and part-time jobs.

This project is eligible for funding support through the CIP Program. Discussions with the Developers have focused the funding support from the CIP Program's Development Charges Rebate and Property Tax Incremental Grant components.

The potential CIP contributions under the two program components can be summarized as follows:

**a) Development Charges Rebate (rates to be adjusted for 2016)**

120 residential care suites X \$2,721 (2015)	\$326,520
10 townhouse style units X \$7,426 (2015)	<u>\$ 74,260</u>
Total potential Development Charges Rebate	\$400,780

**b) Property Tax Incremental Grant**

Annual (estimated) municipal portion of property taxes following development	\$153,000
Less existing current municipal portion of property taxes on the site	\$(20,000)
Subtotal : estimated annual tax rebate ( municipal portion)	\$133,000
Estimated Tax Rebate (municipal portion) over 5 years	\$665,000
<b>Total potential Community Improvement Program support</b>	<b>\$1,065,780</b>

In discussion with the Developers, a goal for consideration of the use of the Community Improvement Funds in part is to recognize the significant site development costs associated with the clean-up of this brownfield area.

As Council may be aware, the authorization for the disposition of CIP funds is predicated upon the annual budget made available for the program. Further, there is no obligation for the City to fund 100% of the eligible program benefits.



With regard to this application, administration have worked with the Developer to frame the following CIP contributions on the basis that the Developer is agreeable to receiving the benefit over a number of years verses having the funding available immediately upon completion of the project:

Development Charges Rebate

50% of the eligible Development Chares rebated over a 10 year period:

50% of \$400,780 = \$200,390 = \$20,039 per year.

The Development Charges Rebate would need to be budgeted in the annual budgets. It is recommended that this amount would be an additional amount to the CIP's existing annual budget.

Property Tax Incremental Grant

This program is required to be managed within the first five years of the project's property assessment.

It should be noted that there would be no negative impact upon the City's taxes for this component of the project due to the fact that this would be a rebate of the new property taxes that are created on the site.

Approximately \$133,000 per year for 5 years = \$665,000

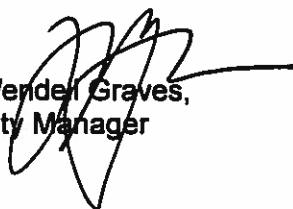
**Total recommended CIP support : \$200,390 + \$665,000 = \$865,390**

At this point in time the project has been approved in principle by the Urban Design Committee. It is subject to the review of the final design.

This project is being brought forward to City Council at this time in order to allow the Developers the opportunity to understand what level of CIP support will be made available. Pending final completion of the development plans and planning matters, the project is scheduled to commence in the spring of 2016.

Finally, it should be noted that this project would represent a very significant investment in the downtown area which would not only provide a valuable residential resource to our seniors, it would represent very positive redevelopment of a brownfield area generating employment and potentially serving as a catalyst for other redevelopment in the commercial core area. Within Council's consideration for the approval of this project, it will be important to bear in mind that the levels and type of funding provided to this project would be transferable for consideration to other eligible projects of this magnitude.

Respectfully,

  
Wenden Graves,  
City Manager

Reviewed By: \_\_\_\_\_

Treasury

Env Services

Planning

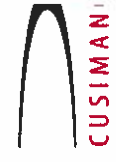
City Clerk

Human  
Resources

Other



**MAS, ON  
INARY CONCEPT DESIGN**





Corporation of the  
**City of St. Thomas**

12

**Report No.**  
ADM-35-15

**File No.**

**Directed to:** Mayor H. Jackson and Members of City Council

**Date Authored:**

November 30, 2015

**Meeting Date:**

December 7, 2015

**Department:** Corporate Administration

**Prepared By:** Wendell Graves, City Manager

**Attachment**

**Subject:** CIP Application 2013-075 Robert Harris

**Recommendation:**

THAT: Report ADM-35-15 relating to CIP Application 2013-075, Robert Harris, 561-576 Talbot Street be received for information, and further,

THAT: Council recognize that the legal ownership of 561-576 Talbot Street has been transferred from Robert Harris to Brac Properties Ltd., and further,

THAT: By-law 124-2015 be repealed and that it be replaced with a new by-law reflecting the change in property ownership from Robert Harris to Brac Properties Ltd.

**Background:**

The CIP project at 561-576 Talbot Street received approval and funding from the City. At the time the property owner was Mr. Robert Harris. Recently Council authorized the Facade Grant for the project upon successful completion. During the process of completing the documentation for the Grant Acknowledgement Agreement it came to administration's attention that there had been a change in the ownership of the property. Upon investigation, it has been determined that while the property is now in the name of Brac Properties Ltd., the principle owner of that business entity remains as Robert Harris.

Within the CIP Program Guidelines a transfer of CIP benefits is not automatic from one property owner to another without Council's approval.

The intent of this report is to advise Council of this matter, to repeal the By-law (124-2015) that had authorized the provision of CIP Grant funds to Robert Harris and to direct those grant funds to Brac Properties Limited.

This matter is viewed as a relatively simple housekeeping matter that requires Council approval.

Respectfully,

  
Wendell Graves,  
City Manager

Reviewed By: 

Treasury

Env Services

Planning

City Clerk

Human  
Resources

Other



Corporation of the

**City of St. Thomas****Report No.**

ES126-15

**File No.****Directed to:** Mayor Jackson and the Members of City CouncilMeeting Date: December 7, 2015  
Date Authored: November 23, 2015**Department:** Environmental Services**Attachment****Prepared By:** Michelle Shannon, Waste Management Coordinator

-Memorandum of Understanding

**Subject:** Masco Canada - Memorandum of Understanding**Recommendation:**

THAT: Report ES126-15 be received for information; and further

THAT: A by-law to execute a the Memorandum of Understanding between Masco Canada Ltd. and the City of St. Thomas be prepared for Council approval

**Background:**

The City's Community Recycling Centre (CRC) is located beside Masco Canada on South Edgeware Road. During the Environmental Compliance Approval application process for the CRC the City was very open in addressing any concerns that the adjacent properties had with the project. Staff met with representatives from Masco and corresponded through email to review each concern and ensure mutually desirable resolutions were found. After being granted the ECA by the MOECC, City staff met with representatives of Masco Canada in April 2015 again to review project details, joint services and any outstanding issues.

**Report:**

John Dewancker, former Director of Environmental Services, Wendell Graves CAO/Clerk and Michelle Shannon, Waste Management Coordinator met with Chris Palmer, Senior Vice President of Masco Canada Operations and Terry Thomson, Facility Manager of Masco Canada. At this meeting Masco expressed a desire for assurance from the City regarding the ownership and operation of the facility. Conversely, while there is an easement agreement relating to underground services registered it does not address the City's interests with respect to joint underground services. It was mutually agreed that each parties concerns could be addressed by a memorandum of understanding. The attached memorandum of understanding has been reviewed and agreed upon by both parties.

Respectfully submitted,

Michelle Shannon  
Waste Management Coordinator, Environmental Services

**Reviewed By:**

Treasury

  
Env Services

Planning

City Clerk

HR

Other

  
W.S. GRAVES  
CITY MANAGER

## 14

The following principles are provided to ensure clarity between the parties:

- Underscoring this MOU is the desire of both the CITY and of MASCO to maintain a positive relationship, to foster open communications, and to respect the rights of each of the parties in the management of their individual properties.

I/we have authority to bind the Corporation





Corporation of the  
**City of St. Thomas**

**Report No.**

OW-26-15

**File No.**

**Date Authored:**

December 1, 2015

**Meeting Date:**

December 7, 2015

**Directed to:** Mayor Heather Jackson and Members of City Council

**Department:** St. Thomas – Elgin Ontario Works

**Prepared By:** Elizabeth Sebestyen, Acting Director

**Subject:** **Service Manager Contribution Agreement – A.N. Trad**

**Attachments**

1. Conditional Letter of Commitment
2. Service Manager Contribution Agreement

**Recommendation**

THAT Report OW-26-15 related to a Service Manager Contribution Agreement with A.N. Trad be received for information; and

THAT Council approves entering into the Service Manager Contribution Agreement attached to Report OW-26-15 with A.N. Trad's Furniture Ltd. to establish mutual responsibilities, obligations, terms, and conditions related to provincial/federal funding in the amount of \$731,925 provided through the Investment in Affordable Housing for Ontario 2014 Extension program; and

THAT a by-law be prepared authorizing the Mayor and Clerk to execute a Service Manager Contribution Agreement with A.N. Trad's Furniture Ltd.

**Background**

On July 13, 2015, Council approved three projects for funding under the Investment in Affordable Housing for Ontario 2014 Extension program – Rental Housing component (Report OW-17-15). The projects were selected as the result of a Request for Proposals competition in the spring of 2015.

The proposal submitted by A.N. Trad's Furniture Ltd. has received a Condition Letter of Commitment for funding by the province (Attachment 1). In accordance with the Council-approved Program Delivery and Fiscal Plan (Report OW-18-15) which outlines how the City will use \$4,513,200 in IAH funding over the six-year program, construction of this project is scheduled to begin in Year 2 (April 1, 2015 to March 31, 2016). To secure IAH Rental Component funds for Year 2, a Service Manager Contribution Agreement must be executed between the City and the proponent before December 31, 2015.

The attached agreement, therefore, sets out the terms of funding in the amount of \$731,925 for the development of ten one-bedroom apartments, including two barrier-free units with elevator access, at 560 Talbot Street in St. Thomas.

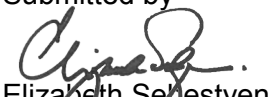
The development is located in the former Capitol Theatre. The proponent intends to install a second floor and construct ten apartment units. Two units will be reserved for clients supported by YWCA St. Thomas – Elgin at monthly rents, including utilities, equivalent to the maximum shelter allowance for Ontario Works recipients (currently \$376). The YWCA will have the option of leasing another two units, as required, at rents of \$509 per month including utilities. The remainder of the units will be made available to the Canadian Mental Health Association, Elgin Branch, at \$509 per month including utilities for the provision of affordable and supported housing for clients at risk of homelessness.

It is anticipated construction will begin within the next month once site plan approvals have been finalized and a building permit has been secured. The targeted occupancy date is July 1, 2016.


The remaining approved projects are scheduled for construction in Year 3 (Apr. 1/16 to Mar. 31/17). Service Manager Contribution Agreements with the proponents will be finalized after April 1, 2016.

Council's approval to enter into the Service Manager Contribution Agreement with A.N. Trad's Furniture Ltd. is respectfully requested.

Submitted by

  
Elizabeth Sebestyen  
Acting Director

  
W.S. GRAVES  
CITY MANAGER

**Reviewed By:** 

Treasury

Env Services

Planning

City Clerk

Human  
Resources

STEOW

**Ministry of  
Municipal Affairs  
and Housing**

**Ministère des  
Affaires municipales  
et du Logement**

Assistant Deputy Minister's Office Bureau du sous-ministre adjoint  
Housing Division Division du Logement  
777 Bay St 14th Floor 777, rue Bay 14<sup>e</sup> étage  
Toronto ON M5G 2E5 Toronto ON M5G 2E5  
Telephone: (416) 585-6277 Téléphone: (416) 585-6277  
Fax: (416) 585-6800 Télécopieur: (416) 585-6800



August 28, 2015

Ms. Elizabeth Sebestyen  
Acting Director, St. Thomas-Elgin Ontario Works  
City of St. Thomas  
423 Talbot Street  
St. Thomas, Ontario N5P 1C1

Dear Ms. Sebestyen:

Re: 560 Talbot Street, St. Thomas, 10 units  
A.N. Trad's Furniture Ltd., City of St. Thomas  
**Investment in Affordable Housing for Ontario Program (IAH) 2014  
Extension – Rental Housing Component – Year 2**

Based upon the recommendation of the City of St. Thomas, the 560 Talbot Street project in the City of St. Thomas has been conditionally approved for funding in the amount of \$731,925 for 10 units under the Rental Housing Component of the Investment in Affordable Housing for Ontario Program (IAH) 2014 Extension.

This funding is conditional upon A.N. Trad's Furniture Ltd. obtaining all required approvals for the project from the City of St. Thomas. It is expected that a Contribution Agreement between the City of St. Thomas and A.N. Trad's Furniture Ltd. will be signed as soon as possible. In addition, the project is required to start construction within 120 days of signing the Contribution Agreement. Projects that do not meet the construction start timelines may have their funding re-allocated.

Funding for the project is also conditional on the fulfillment of the ministry's terms and conditions for the IAH (2014 Extension) and the achievement of specific construction milestones.

Conditions for IAH (2014 Extension) – Rental Housing Component funding include, but are not limited to:

- The province and the Service Manager (SM) for the jurisdiction in which the project will be built signing an Administration Agreement;

- Obtaining any required project-specific Municipal Housing Facilities Bylaws or Agreement or any other required Agreement by the Service Manager and/or other party and the proponent;
- Providing proof of ownership or long term lease to permit the development of the proposed project over the minimum 20 year period;
- Obtaining the first permit that permits the demolition or foundation of the project and/or permits a subsequent phase in the construction process;
- Providing written confirmation of construction start within 120 days of the date of the signing of the Contribution Agreement, as per Appendix D of the Investment in Affordable Housing for Ontario (2014 Extension) Program Guidelines. Any project that does not meet this requirement may have their funding re-allocated;
- Obtaining a Certificate of Insurance (COI) and any required insurance as part of the Contribution Agreement;
- Providing confirmation of required owner equity;
- Obtaining approval of mortgage financing in the form of a mortgage commitment satisfactory to the ministry;
- Service Manager or Ministerial Consent (as applicable) under the *Housing Services Act, 2011*;
- Confirmation in writing of existing support services, if required;
- Confirmation of compliance under the *Canadian Environmental Assessment Act* (CEAA); and,
- Fulfillment of all other conditions precedent to the implementation of the project as set out in the proponent's submission to the procurement process and as outlined in the *Investment in Affordable Housing for Ontario 2014 Extension Program Guidelines*.

Please ensure that A.N. Trad's Furniture Ltd. keeps you informed of the project's progress in meeting these conditions.

SMs are required to report to the province when a Contribution Agreement is signed and comply with the program's guidelines as specified in the Administration Agreement.

Once the Contribution Agreement has been signed and the required conditions have been fulfilled, the ministry will advance IAH (2014 Extension) funding to the SM as per the project's funding schedule. The SM, in turn, will advance the funding to the proponent based on the completion of construction milestones.



Please see the attached preliminary funding schedule for a description and breakdown of the funding for your project.

The province will co-ordinate the official announcement of this funding and will notify the City of St. Thomas in advance.

Thank you once again for your interest and participation in the IAH (2014 Extension).

Yours truly,



Janet Hope  
Assistant Deputy Minister  
Housing Division

Attachment: City of St. Thomas Project Funding Schedule

- c. Mr. Antoine Trad, President, A.N. Trad's Furniture Ltd.  
Tony Brutto, Team Lead, Regional Housing Services, MSO-West

AX2-THO-RS-1-126455515						
SERVICE MANAGER'S FUNDING SCHEDULE						
560 Talbot Street City of St. Thomas IAH-E Year 2						
<i>Project Name</i>	<i># Units</i>	<i>Proponent Type</i>	<i>Federal Funding (68%)</i>	<i>Provincial Funding (32%)</i>	<i>Total IAH Funding</i>	
560 Talbot Street	10	Private Sector	\$497,709.00	\$234,216.00	\$731,925.00	
<i>Payment Number</i>	<i>Milestone</i>	<i>Percent</i>	<i>Federal Funding</i>	<i>Provincial Funding</i>	<i>Total Funding</i>	
1	Signed CA, registered Security, 1st available Building Permit, Construction Start	50	\$ 248,854.50	\$ 117,108.00	\$ 365,962.50	
2	Structural framing complete for new construction or 50% completion for acquisition & rehab projects	40	\$ 199,083.60	\$ 93,686.40	\$ 292,770.00	
3	Occupancy confirmed, Initial Occupancy Report submitted	10	\$ 49,770.90	\$ 23,421.60	\$ 73,192.50	
	<b>TOTAL:</b>	100	\$ 497,709.00	\$ 234,216.00	\$ 731,925.00	

# SERVICE MANAGER CONTRIBUTION AGREEMENT

## Investment in Affordable Housing for Ontario

### Rental Housing Component

### Service Manager Funding Delivery

This Agreement made the \_\_\_\_ day of December, 2015

#### BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(hereinafter called the "City")

- and -

A. N. TRAD'S FURNITURE LTD.

(hereinafter called the "Proponent")

#### WHEREAS:

- A. In order to create a supply of Affordable Housing, Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen In Right of Ontario, as represented by the Minister of Municipal Affairs and Housing entered into a bi-lateral agreement to provide for the Investment in Affordable Housing Program from 2011-2014, effective April 1, 2011 (the "**CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014**").
- B. The purpose of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 is to provide funding for Affordable Housing.
- C. CMHC and the Minister entered into A Supplementary Agreement No. 1, dated August 11, 2014, ("the Supplementary Agreement").
- D. The Supplementary Agreement amends the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- E. The Minister of Municipal Affairs and Housing (the "Minister") is responsible for the Program and The Corporation of the City of St. Thomas (the "City") is responsible for the delivery and administration of affordable housing programs in the City of St. Thomas and County of Elgin.
- F. The Minister has established a Rental Housing Component, pursuant to which the Minister will provide the CMHC funding and provincial funding for the Investment in Affordable Housing for Ontario Program (2014 Extension).

- G. The Proponent has responded to the procurement process (the "Procurement Process") initiated by the City by submitting its proposal dated **June 4, 2015** (the "Proposal") to undertake Development Activities for the Project(s) in return for Funding.
- H. The City and the Proponent have entered into this Agreement for the purpose of establishing the Proponent's obligations with respect to the Program and the City's obligation to provide funding to the Proponent.

NOW THEREFORE, the City and the Proponent agree with each other as follows:

## **1. INTERPRETATION**

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- "Accessible Units" means a unit located in a fully accessible building that provides items such as grab bars, roll-in shower, counter top stove, and lower cabinets as well as provisions for persons with hearing and vision impairments;
- "Affordability Period" means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the City;
- "Affordable Housing" means new, purpose-built, rental housing accommodation Units in any Building or Buildings which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- "Affordable Rent" in respect of a Unit of rental housing means a monthly occupancy cost that does not exceed 80% of the CMHC AMR for that Unit. The Affordable Rent must include at least the unit heat, hot water, fridge, stove and parking;
- "Average Market Rents (AMR)" means the average monthly market rent for St. Thomas for a rental housing unit, by unit type, as published by CMHC (or, should CMHC not publish such information, as determined from time to time by the City, acting reasonably), as adjusted on an annual basis;
- "Barrier-Free Units" means units located in fully accessible buildings and provide ramps, grab bars, wider doorways and/or lower cabinets, as well as provisions for persons with hearing and vision impairments;
- "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- "CMHC" means Canada Mortgage and Housing Corporation;
- "Conditional Letter of Commitment" means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- "Construction Start Date" means the later of the following dates:

(a) the date that the City receives evidence satisfactory to it that all permits or approvals necessary for the construction of the Assisted Affordable Rental Housing portion of the Project in accordance with the Plans and Specifications and the Project Agreements have been obtained from the appropriate municipal, provincial and federal authorities, and that the Project, when completed, will be in compliance with all applicable environmental laws, zoning by-laws and building codes and with the Plans and Specifications;

(b) the date that the City, having received a notarial copy of an agreement with a general contractor satisfactory to the City for the construction of the Assisted Affordable Rental Housing portion of the Project, notifies the Successful Proponent that such contract is satisfactory to the City;

(c) the date that each of the Project Agreements and all related security agreements, statements, certificates, opinions of legal counsel, notices and other documents have been executed and delivered to the City and all conditions precedent to the first advance of any loan or grant to be made by the City to a Successful Proponent under this RFP have been satisfied or waived by the City, and all registrations, filings or recordings necessary or desirable to preserve or protect their security and priority have been completed and are not in default;

- "Contribution Agreement" means an agreement entered into between the City and an approved Proponent for contributions under the Program also called the Service Manager Contribution Agreement;
- "Contribution by Others" means cash or in-kind eligible contributions from municipalities, in accordance with the Program. It does not include contributions from any other Government of Canada sources, including, but not limited to the CMHC - Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent to the extent required in the Procurement Process;
- "Development Activities" means those activities which have been approved for the Project as set out in the approved Plans and Specifications and, generally, activities that are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property;
- "Force Majeure" means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- "Funding Schedule" means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the City;
- "Funds" means Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable;

- "Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- "IAH" means the Investment in Affordable Housing for Ontario Program – Rental Housing Component;
- "Interest Adjustment Date" means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent's permanent financing obligations for the Project, following the completion of construction;
- "Improvements" means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- "Loan" means the total amount of Federal Funds, Provincial Funds and Municipal Funds, if applicable, advanced to the Proponent, in accordance with the Funding Schedule;
- "Occupancy Date" means the date on which occupancy of all Units in a Project is permitted;
- "Parties" means the Proponent and the City and "Party" means either of them, as the context may require;
- "Permitted Encumbrances" means the encumbrances encumbering the Affordable Housing Units listed in Schedule "G", together with such renewals or replacement financing that may be approved by the City, acting reasonably, during the term of this Agreement;
- "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
- "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;
- "Plans and Specifications" means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and as certified by a Quantity Surveyor;
- "Procurement Process" means the request for proposals or procurement process used by the City;
- "Program" means the Rental Housing Component, described in the IAH (2014 Extension) Program Guidelines;
- "Program Guidelines" means the Program for the IAH Components and attached to this Agreement as Schedule "A";

- "Project" means Affordable Housing proposed or approved for the Program, as the context may require on lands described in Schedule "L";
- "Proposal" means the response to the request for proposals or procurement process, submitted to the City pursuant to the Procurement Process;
- "Proponent" means a person or other legal entity that has submitted a Proposal;
- "Quantity Surveyor" means such Architect, Engineer or other professional duly licensed to practice in the Province of Ontario as the Proponent may from time to time appoint to supervise, direct, monitor, inspect or assess the Project or a specific aspect of the Development Activities;
- "Rental Housing Component" means the Rental Housing Component described in the Program Guidelines;
- "Security Documents" means the security documents attached to and forming part of the Contribution Agreement;
- "Service Manager" means The Corporation of the City of St. Thomas";
- "Substantial Completion" means the substantial performance, within the meaning of the Construction Lien Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;
- "Supportive Housing Units" means units that are occupied by households receiving formal support services from Support Service Agencies. Supportive Housing Units may be either intergraded into projects or dedicated to a single Project;
- "Targeting Plan" means the manner in which a Service Manager or a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on waiting lists for social housing;
- "Unit" means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Federal Funds and Provincial Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to "rent" are deemed to include housing charges paid by members of non-profit housing cooperatives and "rental" is deemed to have a corresponding meaning.

1.3 The following Schedules are attached to and form part of this Agreement:

Schedule "A"	-	IAH (2014 Extension) Program Guidelines;
Schedule "B"	-	Funding Schedule;
Schedule "C"	-	Contribution by Others - Agreements;
Schedule "D"	-	Rental Protocol;
Schedule "E-1"	-	Charge/Mortgage of Land;
Schedule "E-2"	-	Assignment of Rents;
Schedule "E-3"	-	Security Agreement;

Schedule "F"	-	Energy Efficiency and Building Design Project Details;
Schedule "G"	-	Permitted Encumbrances;
Schedule "H"	-	Proponent's Initial Occupancy Report;
Schedule "I"	-	Proponent "s Annual Occupancy Report;
Schedule "J"	-	Canadian Environmental Assessment Act Considerations
Schedule "K"	-	Protocol for Non-Compliance
Schedule "L"	-	Legal Description of Property;
Schedule "M"	-	Project Information Form;
Schedule "N"	-	Development Schedule;
Schedule "O"	-	CLC from the Minister to the Proponent;
Schedule "P"	-	Confirmation of Employment of Apprentices.

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

## **2. FUNDING FOR AFFORDABLE HOUSING**

2.1 The Proponent agrees to advance as its equity contribution to the Project the amount of two hundred forty thousand, two hundred and nine dollars (\$240,209), on or before the commencement of Development Activities and provide written confirmation to the City that the equity contribution has been advanced.

2.2 Funding for Affordable Housing is comprised of Federal Funds, Provincial Funds and Municipal Funds, if applicable. Federal Funds, Provincial Funds and Municipal Funds will be advanced to the Proponent in the form of a Loan, during the Development Activities.

2.3 The City agrees to provide to the Proponent as a Loan, upon the terms and subject to the conditions set out in this Agreement, the amount of four hundred ninety-seven thousand, seven hundred, nine dollars [(\$497,709) *Federal Funds*] and two hundred thirty-four thousand, two hundred, sixteen dollars [(\$234,216) *Provincial Funds*] as described in Schedule "M", to be applied by the Proponent only towards the payment of Development Activities for Affordable Housing. Pursuant to the Proposal, the total amount of such loan being seven hundred thirty-one thousand, nine hundred, twenty-five dollars (\$731,925).

2.4 The City shall have the option of withholding from the amount to be disbursed under section 2.3 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the City shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Lien Act* and provided that the *Construction Lien Act* is complied with.

2.5 The Proponent shall use the amount of the Loan and Contribution by Others solely for the purpose of its Development Activities in connection with the Project.

2.6 The City shall disburse the Federal, Provincial and Municipal funds, if applicable in accordance with the Funding Schedule attached as Schedule "B."

2.7 The Proponent may authorize the City to pay Funds to a third party and the City shall permit such authorization.



### 3. SPECIAL CONDITIONS

- 3.1 The Proponent shall provide the City with a revised construction schedule and construction budget for its review and approval four (4) weeks prior to the start of construction. The construction budget shall include soft costs, and the cost of each item of the Project. The Proponent will obtain the City's prior written approval to any material amendment to the construction schedule or construction budget. A material amendment means any single amendment that increases the cost of construction of constructing the Project by amount exceeding \$20,000 or any series of amendments that, in the aggregate, increase the cost of constructing the Project by an amount exceeding \$50,000.
- 3.2 The Proponent is required to submit to the City for approval all change orders that add to or delete from the original scope of work.
- 3.3 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its Proposal.
- 3.4 The Proponent agrees to encourage major trades selected for this project including electrical, mechanical, plumbing and others, where possible, to employ apprentices (Schedule "P").
- 3.5 The Proponent shall, subject to Force Majeure, achieve Substantial Completion in accordance with the Program Guidelines.
- 3.6 Without limiting the condition set out in section 5.1 (b), the Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under sections 2.3 and 2.4.
- 3.7 The Proponent shall not at any time during the term of this Agreement breach any Contribution Agreement respecting the Project that it has entered into by means of a Contribution by Others, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Agreement. All such agreements by means of a Contribution by Other shall be attached as Schedule 'C'. The Proponent shall provide the Minister with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the City.

### 4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule "D" applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006* or any successor legislation.
- 4.2 Prior to occupancy of a unit, the tenant shall be subject to review and approval of the Service Manager for compliance with the Program requirements. The Proponent shall provide written notice to each prospective first tenant regarding the review by the Service Manager.

- 4.3 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule "D" of this Agreement.
- 4.4 The City requires that the Proponent provide ten (10) units for people with disabilities and the working poor in accordance with the support agency(s) agreement(s) attached as Schedule "C."
- 4.5 The City requires that eight (8) units in the project will be rented at 80% or less of the CMHC Average Market Rent as outlined in Schedule "D". Rent increases may follow the *Residential Tenancies Act, 2006* rent increase guidelines but must not exceed 80% of the CMHC Average Market Rent for the term of the agreement. At initial occupancy, the rent for a one bedroom apartment will be \$507.00 per month. All utilities are included in the monthly rent. The Proponent has the option to charge \$50 per month for 4 months if an air condition unit is installed which can be adjusted annually with city approval.
- 4.6 The City requires that two (2) units in the project will not exceed the maximum Ontario Works (OW) shelter allowance for a single person as outlined in Schedule "D". Rent increases may not exceed at any time the OW maximum shelter allowance for a single person. At initial occupancy, the rent for a one bedroom unit will be \$375.00 per month. All utilities are included in the monthly rent. The Proponent has the option to charge \$50 per month for 4 months if an air condition unit is installed which can be adjusted annually with city approval.
- 4.7 The City requires that the Proponent contribute a minimum 4% of rental income annually to a designated reserve fund account and provide account information to the Service Manager annually.

## 5. CONDITIONS

- 5.1 The provision of funding by the City pursuant to sections 2.3, 2.4 and 2.7 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City, and may be waived in full or in part by the City by written notice to the Proponent:
  - (a) the Proponent is the registered owner in fee simple of the lands described in Schedule "L";
  - (b) any Contribution Agreement referred to in section 3.4 remaining in force and the Proponent being in good standing thereunder;
  - (c) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;
  - (d) there being in existence no unregistered lien or statutory claim having priority against the Project;
  - (e) the Proponent's title to the Project being free from any encumbrances other than the Permitted Encumbrances;
  - (f) the Proponent being in good standing under all of the Permitted Encumbrances;
  - (g) there being no work orders issued against the Project by any governmental entity, agency or official;
  - (h) the Proponent having provided the City with the security documents required by section 7 and in accordance with the said section; and

- (i) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been secured by by-law, agreement or otherwise and attached as Schedule "C".

5.2 If any of the conditions contained in section 5.1 have not been fulfilled on the date for the disbursement of the Loan by the City pursuant to sections 2.3 or 2.4 and are not waived by the City pursuant to section 5.1, the City shall be under no obligation to make any advance of the Loan to the Proponent and the City shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the City may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the City in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

5.3 The provision of Funds by the City pursuant to section 2.6 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City, and may be waived in full or in part by the City by written notice to the Proponent:

- (a) any Contribution Agreement referred to in section 3.4 remaining in force and the Proponent being in good standing thereunder;
- (b) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;
- (c) there being in existence no unregistered lien or statutory claim having priority against the Project;
- (d) the Proponent's title to the Project being free from any registered encumbrances other than the Permitted Encumbrances;
- (e) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official;
- (f) the City has approved the information reports required in section 8.1 (c);
- (g) the City has approved the Proponent's Targeting Plan and has advised the City, on an annual basis, that the Proponent is in compliance with the Targeting Plan.

5.4 Not applicable to this Program.

## **6. TERMS OF THE FUNDING**

6.1 The Loan shall have a term of twenty-five (25) years, commencing as of the Initial Occupancy of the Project.

6.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.

- 6.3 On the Interest Adjustment Date, the amount of interest accrued as calculated in section 6.2 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in section 2.
- 6.4 Following the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan that rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance.
- 6.5 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the City the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in section 6.4, so accrued during the previous year; provided, however, if in the opinion of the City, acting reasonably, the Proponent has satisfied, as of such anniversary date, the requirements of this Agreement, the amount of the interest so owing shall automatically be forgiven.
- 6.6 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.
- 6.7 The Proponent shall provide the City with such information respecting the Proponent's Permitted Encumbrances obligations for the Project as the City may require from time to time.

## **7. SECURITY**

- 7.1 Prior to the City disbursing the Loan proceeds to the Proponent pursuant to section 2.4, the Proponent shall provide the City with executed registerable security documents in the form attached hereto as Schedules "E-1", "E-2" and "E-3" (the "Security"), completed in accordance with this Agreement.
- 7.2 The Security shall be collateral to this Agreement. The amount of all contributions from the City shall be included in the Security documents. Any cash contributions from the City shall be included in the Security documents. The amount of any eligible in-kind contributions from the City shall not be included in the Security documents.
- 7.3 Without limiting the Proponent's covenants and the remedies of the City under the Contribution Agreement and the Security, the Proponent agrees that a breach of this Agreement shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.
- 7.4 The City acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured thereunder is payable on demand, the City shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by the City.
- 7.5 The Security shall rank immediately behind the registered security for the Proponent's Permitted Encumbrances obligations for the Project unless the City determines that the Security shall have a lesser priority.

## **8. ACCOUNTABILITY FRAMEWORK**

- 8.1 (a) In the event:
  - (i) the City is advised that the Project will not proceed; or

- (ii) the building permit for the Project is not issued on or before **March 31, 2016** or such longer period of time as the City may determine; or
- (iii) the City determines, acting reasonably, that the Proponent is not proceeding with the construction due to delays likely to cause depreciation or deterioration of the Improvements the Proponent shall return all Funds to the City, forthwith upon demand;
- (iv) the City is of the opinion that the Proponent is not proceeding in an expeditious manner with the Development Activities for which the Funds have been provided;
- (v) the Proponent is not complying with the requirements as set out in section 4 and Schedule "D" during the term of the Agreement;

the Proponent will be in default and shall return all Funds to the City, forthwith upon demand.

- b) The Proponent shall submit to the City an audited statement with respect to the expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days following the date on which the City is advised that the Development Activities related to the Project have been fully completed or the Project will not proceed.
- c) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the City a completed information report in the form attached hereto as Schedule "H", and annually thereafter shall submit to the City completed information reports in the forms attached hereto as Schedules "I".
- (d) Without limiting the Proponent's obligations under section 8.1 (c), the Proponent, if requested by the City, shall forthwith submit to the City the material required to be submitted to the City pursuant to section 8.1 (c), in addition to any such material that the Proponent may have previously submitted to the City.
- (e) If requested by the City, the Proponent shall submit to the City annual financial statements within ninety days (90) following the Project's fiscal year end.

- 8.2 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the City under this Agreement.
- 8.3 The Proponent shall, on forty-eight (48) hours prior written notice, give the City free access to the Project and to such staff, documents, books, records, and accounts as may be determined by the City, for the purpose of verifying compliance with this Agreement.
- 8.4 The City may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall cooperate with the City and provide free access to the Project and to such staff, documents, book, records and accounts as may be determined by the City.
- 8.5 The provisions of sections 8.1, 8.2, 8.3 and 8.4 shall continue to apply for a period of seven (7) years following the end of the Affordability Period or the date of any early termination of this Agreement.

## **9. COMMUNICATIONS PROTOCOL**

- 9.1 The Proponent acknowledges that it has been informed by the City that under the terms of the CMHC - Ontario Agreement for Investment in Affordable Housing (2014 Extension) all publicity, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the City. The Proponent further acknowledges that it has been informed by the City that the CMHC - Ontario Agreement for Investment in Affordable Housing (2014 Extension) requires the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the City to be in breach of the terms of the CMHC - Ontario Agreement for Investment in Affordable Housing (2014 Extension).
- 9.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the City.
- 9.3 During the period of the Development Activities related to the Project, the Proponent shall erect a sign at a prominent location where there is visible activity related to the approved Project. The sign shall include that it is a CMHC-Ontario-City Investment in Affordable Housing Project, bear a message approved by the three levels of government, and remain in place throughout the construction period. The sign shall be in accordance with specifications issued by the City. The cost of the sign is included in the funding provided by CMHC, Province and City under the IAH.
- 9.4 CMHC, Ontario and the City may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the City.
- 9.5 The Proponent acknowledges that any breach by it of sections 9.2 or 9.3 of this Agreement shall cause the City to be in breach of the CMHC - Ontario Agreement for Investment in Affordable Housing (2014 Extension).

## **10. REMEDIES**

- 10.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
  - (a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within 10 days of receipt of written notice of the "failure" from the City provided the Proponent shall not be deemed to be in default if within the said period of ten (10) days, the Proponent commences the necessary action to remove the "failure" and such action is diligently prosecuted;
  - (b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;
  - (c) any person commences an action, suit or proceeding materially affecting the Project or file a lien against the Property, or any person shall commence an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the City and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the City, acting reasonably;

- (d) the Proponent ceases to carry on business;
- (e) the Proponent:
  - (i) becomes insolvent or unable to pay its debts as they become due; or
  - (ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
  - (iii) makes an assignment for the benefit of creditors under the Bankruptcy Act (Canada) or any other insolvent debtors' legislation; or
  - (iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
  - (v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- (f) any of:
  - (i) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
  - (ii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
  - (iii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the City, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within 15 days after its date;
- (g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the City, detrimentally affect the ability of the Proponent to meet its obligations to the City; and
- (h) if the Improvements shall be entirely destroyed or damaged to such an extent that, in the opinion of the Quantity Surveyor, acting reasonably, they are no longer fit for the purpose for which they were intended and the insurance proceeds, if any, held by the City, in the opinion of the Quantity Surveyor, acting reasonably, insufficient to repair such destruction or damage, and the Proponent has not provided evidence satisfactory to the City of the timely availability of such sufficient funds,

then, at its option, the City may declare the full principal amount of the Loan then advanced, together with all other moneys owing to the City hereunder, due and payable forthwith. In such case, the City may realize upon any and all security pledged to it and may commence such other legal actions or proceedings against the Proponent, the Property or assets of the Proponent as may be permitted hereunder, by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the City's remedies are cumulative and not mutually exclusive.

- 10.2 Complete Construction. If an Event of Default shall occur, then the City may, at its option, in addition to any other remedy available to it, enter upon and take charge of the Project and assume full charge of the Improvements and may complete the Improvements or enter into a

contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be an indebtedness of the Proponent to the City. All such amounts, even though they may, when added to the monies advanced and disbursed under this agreement, exceed the Loan, shall be secured by the Mortgage and other Security Documents

- 10.3 During Term of Agreement. Should the Proponent be in default under the terms of the loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the City shall have the right to declare all or part of the unearned portion of the loan due and payable immediately. Interest will be payable only from the date of default until the loan is paid in full. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the loan default. The amount of the loan that must be repaid is equal to the total amount of the loan less any amount considered forgiven from the first day of the month following full payment of the funds until the default
- 10.4 Assignment of Plans and Specifications. The Proponent hereby assigns to the City and its successors and assigns, the right to possess and use the Plans and Specifications and the Proponent's rights under all construction contracts, for the purpose of completing the Improvements if Proponent defaults subject to any prior assignment to the holder of the First Loan.
- 10.5 Costs and Expenses of Collection. All reasonable costs and expenses of collection (including legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any security created in favour of the City pursuant hereto, shall be for the account of the Proponent and shall be repayable on demand.
- 10.6 In the event the City determines that a Proponent has breached any one (1) or more provisions of the Contribution Agreement, the City shall follow the Protocol for Non-Compliance set out in Schedule "K".
- 10.7 All of the remedies in this Agreement, Schedule "K" and the Security are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 10.8 Notwithstanding any of the terms of this Agreement, Schedule "K" or of the Security, the City shall have the option of waiving any or all of its remedies under this Agreement, Schedule "K" and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

## **11. RENT SUPPLEMENT REQUIREMENT**

- 11.1 The City, at its option, may require the Proponent to enter into a rent supplement agreement at any time during the term of this agreement for a maximum of 30% of the units in the Project.

## **12. REPRESENTATION AND WARRANTIES**

The Proponent represents and warrants to the City that:

- 12.1 The Proponent is a duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all



other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.

- 12.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 12.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the Mortgage will conflict with, or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or (except as contemplated by this Agreement) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 12.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 12.5 Except as previously disclosed in writing to the City, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 12.6 The construction contract is in full force and effect and neither the Proponent nor any other party thereto is in default thereunder.
- 12.7 None of the information, financial or otherwise, provided by the Proponent to the City to induce the City to make the Loan and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

### **13. COVENANTS OF THE PROPONENT**

- 13.1 The Proponent covenants and agrees with the City that, it shall:
  - (a) take all such actions and do all such things required to develop and continuously carry on the construction of the Improvements in a good and workmanlike manner and in accordance with the Plans and Specifications and to complete such construction not later than the date specified in Schedule "N", subject to acts of God and other events which occur for non-financial reasons beyond the control of the Proponent, including, without limitation, strikes, lock-outs or other labour or industrial disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, future valid orders of any regulatory body having proper jurisdiction, wars, riots, sabotage, blockades, embargoes, insurrections, lightning, earthquake, fires, storms, floods and explosions and to pay all costs thereof;

- (b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personal owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
  - (c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the City, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the City with appropriate security;
  - (d) deliver to the City the statements and reports as required by the Contribution Agreement.
- 13.2 The Proponent covenants and agrees with the City that, so long as any obligation is outstanding by the Proponent to the City hereunder the Proponent will not, without the prior written consent of the City, which consent may be unreasonably withheld:
- (a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except the encumbrances created by the following encumbrances (collectively, the "Permitted Encumbrances"):
- 13.2.a.1 the First Mortgage;
  - 13.2.a.2 encumbrances created in favour of or assigned or pledged to the City;
  - 13.2.a.3 inchoate or statutory liens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the City, if requested;
  - 13.2.a.4 inchoate or statutory liens of contractors, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Improvements, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the City contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the City or paid into Court to prevent effectively in the City's opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property; and
  - 13.2.a.5 Other Permitted Encumbrances listed in Schedule "G" hereto.
- (b) become a party, without the prior written consent of the City, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
  - (c) permit any change in the beneficial ownership of the Proponent without prior written consent of the City;

- (d) make any material change in the Plans and Specifications or the Construction Contract which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the City; or
- (e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the City.

#### 14. INDEMNIFICATION

- 14.1 The Proponent shall indemnify and save harmless the City and the Province of Ontario from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent, its officers, directors, employees, agents, volunteers or independent contractors to this Agreement and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this agreement.
- 14.2 The Proponent agrees to purchase and maintain, during the term of this Agreement third party liability insurance in a limit of not less than Five Million Dollars (\$5,000,000.00) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement. This insurance shall include the City as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.
  - 14.2.1 The Proponent further agrees, upon Substantial Completion, to purchase and maintain insurance policies that a prudent manager of similar premises would maintain and, without limiting those types of policies, at least the following:
    - a) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of the Project and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.);
    - b) All risks property insurance (including flood and earthquake) in an amount equal to the full replacement cost of the Project and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.).
- 14.3 In addition, during the design and construction period of the contract the Proponent will obtain and maintain the following policies of insurance:
  - 14.3.1 All risk builder's risk property insurance for the full replacement value of the completed construction project, including boiler and machinery, earthquake and flood based on a stated amount co-Insurance and including a waiver of subrogation and loss payable, as their interest may appear, in favour of the City, and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00) and remaining in effect until the completion of construction
  - 14.3.2 Construction wrap-up liability insurance coverage including owners and contractors protective, broad form products and completed operations, cross liability and severability of interest clauses, blanket contractual, hook liability, employers liability, non-owned automobile liability) and shoring, blasting, excavating, under-pinning, demolition, pile

driving and caisson work, work below and above ground surface, tunnelling and grading, and similar operations associated with the construction work, as applicable; to an inclusive limit of not less than \$5,000,000.00 and in the joint names of the Proponent, City, Designated Consultants, Designated Contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons (including, but not limited to directors, officers, employees, shareholders, legislators and officials involved in the project) which the City reasonably may require to be added as insured parties. (Note: This section is non-applicable if construction cost is under five million dollars (\$5,000,000))

- 14.4 The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent.
- 14.5 The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. Evidence that the insurance described above is in force shall be provided to the City prior to commencement of the Agreement and thereafter once annually at least ten (10) clear days prior to the renewal date of the policy, and that the insurance will not be cancelled or permitted to expire unless the insurer notifies the City in writing at least thirty (30) days prior to such cancellation.
- 14.6 Further, the Proponent shall require all professionals involved with the project to carry professional (errors and omissions) liability insurance in an amount not less than Two Million (\$2,000,000.00) dollars and make reasonable efforts to verify such insurance is in force throughout the period of the work.
- 14.7 The Proponent agrees to obtain for its employees and to require all Designated Consultants, Designated Contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and Insurance Board coverage and to ensure that such coverage continues in effect throughout the period of the work.

## **15. ENERGY EFFICIENCY AND BUILDING DESIGN**

- 15.1 The Proponent agrees that electric heating will not be used for the project.
- 15.2 Energy efficient details for products and materials included in the project must be listed in Schedule "F".
- 15.3 Funding under the IAH is subject to the Canadian Environmental Assessment Act (CEAA). To receive funding under the IAH, housing proponents must confirm that project proposals do not impose adverse impacts that cannot be mitigated. CEAA Considerations are outlined in Schedule "J".

**16. NOTICE**

16.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

- (i) in the case of notice to the City:

The Corporation of the City of St. Thomas  
 Attention: Director, Ontario Works and Social Housing  
 P.O. Box 520  
 545 Talbot Street  
 St. Thomas, ON  
 N5P 3V7

Fax: (519) 633-9019  
 E-mail: [esebestyen@stthomas.ca](mailto:esebestyen@stthomas.ca)

- (ii) in the case of notice to the Proponent:

A.N. Trad's Furniture Ltd.  
 Attention: Antoine Trad  
 560 Talbot Street  
 St. Thomas, ON  
 N5P 1C4

Fax: 519-633-3080  
 E-mail: [tradantoine@hotmail.com](mailto:tradantoine@hotmail.com)

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:20 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

**17. GENERAL**

- 17.1 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the Corporation of the City of St. Thomas, who is hereby specifically authorized in this regard.
- 17.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 17.3 The Proponent represents and warrants that:
- a) it shall preserve the PIPEDA compliance of all PIPEDA protected Information transferred to it by the City;
  - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
  - (c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the City.
- 17.4 The disbursement of Funds by the City to the Proponent pursuant to sections 2.4, 2.5 and 2.7, is subject to the necessary appropriations from the Federal Parliament, the Provincial Legislature and Municipal Council. The City shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations.
- 17.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 17.6 The Proponent acknowledges that CMHC and the Minister are not parties to this Agreement or other agreement relating to any Project.
- 17.7 No member of:
- (a) the House of Commons or Senate of Canada; or
  - (b) the Legislative Assembly of Ontario; or
  - (c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;
- shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.
- 17.8 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Proponent or their respective solicitors on their behalf, who are hereby expressly authorized in this regard.
- 17.9 Any tender of documents or money hereunder may be made by the City or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

- 17.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 17.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 17.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 17.13 This Agreement shall be read with all changes of gender and number required by the context.
- 17.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 17.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the City, in a form satisfactory to the City, to assume all of the Proponent's obligations under this Agreement and to provide the City with Security in accordance with this Agreement.
- (b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the City, which consent shall not be arbitrarily or unreasonably withheld;
- (c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.
- 17.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 17.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 17.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 17.15 restricting the Proponent's ability to assign this Agreement.
- 17.18 The Proponent agrees that the City may cause this agreement to be registered on title on the lands described on Schedule "L".

**IN WITNESS WHEREOF** this Agreement has been executed by the **Parties**.

**THE CORPORATION OF THE CITY OF ST. THOMAS**

\_\_\_\_\_  
Heather Jackson, Mayor

\_\_\_\_\_  
Maria Konefal, City Clerk

**A. N. TRAD'S FURNITURE LTD.**

\_\_\_\_\_  
Antoine Trad, President

\_\_\_\_\_  
Nisrine Trad, Treasurer

I/We have the authority to bind the Corporation



**SCHEDULE "A"**

**IAH (2014 EXTENSION) PROGRAM GUIDELINES**

**SCHEDULE "B"****FUNDING SCHEDULE****1. Federal and Provincial Funds**

<b>Construction Milestones</b>	<b>Progress Payments New Construction</b>
Upper Floor and South Stairwell Completed	30 per cent (less 10% holdback)
50% Certified Complete	30 per cent (less 10% holdback)
Substantial Completion	25 per cent (less 10% holdback)
Occupancy Certificate	15 per cent (less 10% holdback)

No funds shall flow if an order has been issued under subsection 12(2) of the Building Code Act and there has not been compliance with that order.

**2. DISBURSEMENT OF THE LOAN****2.1 Payment – Federal & Provincial Funds**

- (a) The City shall make advances of the loan at the following times upon at least ten (10) days prior notice to the City, provided that the conditions set forth below have been satisfied:
  - (i) an amount equal to 30% of the Federal/Provincial Loan (less 10% holdback) when the upper floor and south stairwell are completed, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Construction Costs provided the funds are, in the opinion of the City, properly secured;
  - (ii) an amount equal to 30% of the Federal/Provincial Loan (less 10% holdback), at 50% completion of the project, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Construction Costs provided the funds are, in the opinion of the City, properly secured;
  - (iii) an amount equal to 25% of the Federal/Provincial Loan (less 10% holdback) upon Substantial Completion as evidenced by the General Contractor's Certificate and expiry of all lien periods under the Construction Lien Act (Ontario), as amended, or successor legislation, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Construction Costs provided the funds are, in the opinion of the City, properly secured;
  - (iv) the balance of the Federal/Provincial Loan upon Occupancy as evidenced by the Occupancy Certificate as provided by the municipal office, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Construction Costs provided the funds are, in the opinion of the City, properly secured.
- (b) the City shall not be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services delivered by them in or upon the Property,

or employed in the construction of the Improvements, or for any debts or claims accruing to any of the parties against the Proponent or against the Property;

- (c) it is distinctly understood and agreed by the parties hereto that there is no contractual relationship either express or implied, between the City and any supplier, contractor, sub-contractor, craftsman, labourer or person supplying any work, services or material to the Improvements. The Proponent is not, and shall not be, the agent of the City for any purpose. There shall be no third party beneficiary of this Agreement, express or implied.

### 3. CONDITIONS

- 3.1 The obligation of the City to make the payment of the loan is conditional upon prior compliance with such of the following conditions precedent as are not previously waived in writing by the City:
  - (a) the Proponent shall have submitted the Project Budget and Project Construction Schedule to the City in a form and content satisfactory to the City;
  - (b) the Proponent shall have delivered to the City evidence satisfactory to the City that the Proponent's Equity has been paid, delivered or pledged;
  - (c) the City shall have received the following documents and materials each of which shall be satisfactory in substance and in form to the City:
    - (i) certificates of incumbency of the persons signing on behalf of the Proponent;
    - (ii) certified copies of such corporate documents of the Proponent as the City may reasonably require including, without limitation, letters patent, articles of incorporation, certified abstracts from by-laws, and certified copies of relevant directors' resolutions;
    - (iii) an opinion of the Proponent's counsel, dated the proposed date for the initial advance and addressed to the City and its counsel:
      - (A) that the Proponent:
        - (a) is a body corporate, duly incorporated and properly organized and validly existing as a corporation under the laws of the jurisdiction in which it was incorporated;
        - (b) is qualified to do business in the Province of Ontario;
        - (c) has all the necessary corporate power and authority to carry on the business to be conducted by it in respect of the development, operation and management of the Project; and
        - (d) has all the necessary corporate power and authority to enter into and perform its obligations under this Agreement and each of the Security Documents to which it is a party in accordance with their respective terms;
      - (B) that this Agreement to which the Proponent is a party have been duly and validly authorized, executed and delivered by the Proponent and are

valid and binding obligations of the Proponent enforceable in accordance with their respective terms;

- (C) that neither the execution and delivery by the Proponent of this Agreement to which it is a party nor compliance by the Proponent with any of their respective terms will contravene the charter documents or by-laws of the Proponent or, to the best of such counsel's knowledge, after having made due enquiry of the Proponent, contravene or result in a default under any other agreement or instrument by which Proponent may be bound or affected;
- (D) that, to the best of such counsel's knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;
- (E) that the Proponent has or will have good and marketable title to the Property, subject only to Permitted Encumbrances, and that the Project complies in all respects with and is not in contravention of any relevant municipal, provincial or federal law, by-law, statute, ordinance or regulation;
- (F) that no instrument containing a charge on any of the undertaking, property or assets of the Proponent, or notice thereof, has been registered in the Province of Ontario other than Permitted Encumbrances;
- (G) that this Agreement and financing statements, notices and other documents relative thereto have been duly registered or filed in all places in Ontario where such registration or filing is required by law or is necessary to make effective, preserve and protect the security which they purport to create; and
- (H) as to such other matters as the City or its counsel may reasonably request.

**SCHEDULE "C"**

**CONTRIBUTION BY OTHERS - AGREEMENTS**

- copy of CMHA agreement attached
- copy of YWCA agreement attached

**SCHEDULE "D"****RENTAL PROTOCOL****1. DEFINITIONS**

1.1 In this Schedule "D, unless the context requires otherwise,

- "Affordability Period" means the *"twenty-five (25) year period"* following the date of the first (1<sup>st</sup>) occupancy of a Unit in the Project;

- "Agreement" means the Agreement to which this Schedule "D" is attached; and

when used in this Schedule 'D', the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Schedule "D", in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

**2. PROJECT RENTS**

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Schedule "D" nor increase any rent charged for a Unit except as permitted in this Schedule "D"

**3. RENTS**

3.1 Initial rents are listed in Schedule "M" and will not be adjusted prior to occupancy.

3.2 Eight (8) of the units which Program Funds have been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rent for St. Thomas, as determined in the most recent CMHC Annual Rental Market Survey. Rent increases will follow the RTA rent increase guidelines and must not exceed 80% CMHC AMR for the term of the agreement. Rent includes all utilities, fridge and stove.

3.3 Two (2) of the units which Program Funds have been utilized shall not exceed the maximum Ontario Works (OW) shelter allowance for a single person. Rent increases may not exceed at any time the OW maximum shelter allowance for a single person. Rent includes all utilities, fridge and stove.

#### 4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
  - (b) since the day the Unit was first rented for the first (1<sup>st</sup>) rental period following the completion of the Development Activities in connection with the Project.

No additional increase is permitted when a unit becomes vacant within 12 months of the annual rent increase.

- 4.2 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule "D".

#### 5. MAXIMUM HOUSEHOLD INCOME

- 5.1 At time of application, total gross household income from all sources for tenants of Affordable Housing can be no greater than five (5) times their Affordable Rent. Proponents will be required to verify incomes for prospective tenants of affordable housing units to ensure compliance with this requirement at initial occupancy ("rent up") and when any new tenants are selected as ensuing vacancies occur during the twenty-five (25) year period following the Project Completion Date. Proponents are required to attach current income verification documentation for each new tenant to Schedule "H", the Initial Occupancy Report, and Schedule "I", the Annual Occupancy Report. Income verification documentation may include recent Income Tax Returns or Notices of Assessment, bank statements showing current income sources, or other such documentation acceptable to the Service Manager. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.

**SCHEDULE "E-1", "E-2", "E-3"**

**SECURITY DOCUMENTS**

- Schedule E-1 - Charge/Mortgage of Land - register in land titles/land registry system
- Schedule E-2 - Assignment of Rents - register in land titles/land registry system and PPSA
- Schedule E-3 - Security Agreement (chattels) - register in PPSA



**SCHEDULE "F"****ENERGY EFFICIENCY AND BUILDING DESIGN PROJECT DETAILS**

- EnergyStar Appliances – fridge, stove, washer, dryer;
- High efficiency central gased fired boiler system;
- Single passenger, keyed access, barrier free elevator will be incorporated into the new west entrance;
- Two tenant laundry rooms with coin operated machines;
- Low volume flush toilets;
- Energystar rated windows;
- LED lighting;
- Sleeves or windows with appropriate openings will be used for unit air conditioners.

**SCHEDULE "G"****PERMITTED ENCUMBRANCES**

*[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]*

1. All mortgages and security collateral thereto-totaling principal amounts which do not exceed \$250,000.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.

**SCHEDULE "H"****PROJECT INITIAL OCCUPANCY REPORT**

IAH - Rental Housing Component  
Service Manager Direct Delivery

**A. Project Information**

Initial Occupancy	
Contribution Agreement Expiry Date	
Project Name	
Project Address	
Proponent	
Contact	
Mailing Address	

**B. Number of Units in Project**

Unit Type	Total IAH Units (A)	Units not Receiving IAH Funding (B)	Total Number of Units (A+B)
Bachelor			
1 BR			
1 BR			
<b>Total</b>			

**C. Depth of Affordability: Rents at Occupancy (IAH Funded Units)**

Establishes "permitted rents" which are used in Schedule "I"

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent 20XX (C)	Actual Project Rents (D)= (A)x(B)	Project Rents as per CMHC AMR (E)=(A)x(C)
Bachelor						
1 BR						
2 BR						
<b>Total</b>						

Notes:

1. For Column (B), actual rent is the net to occupants after all subsidies
2. For Column (C), Alternate e.g. modified Ontario Works Shelter Allowance, ODSP (in the event CMHC AMR does not apply)

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC Average Market Rent:</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(Project Weighted Average Rent ÷ CMHC Weighted Average Rent) x100 =	

**D. Source of Alternate AMR (if alternate AMR is being used)**

**E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR)**

**F. Project Certification**

I certify, to the best of my knowledge that the information provided in Sections B and C in this report are true and correct. I hereby authorize the City of St. Thomas to review the rent roll from appropriate source(s) if deemed necessary.

\_\_\_\_\_  
Signed by Proponent

Date: \_\_\_\_\_

Proponent Name  
Position  
Company/Organization

\_\_\_\_\_

\_\_\_\_\_  
Signed by Service Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
[Print name of Service Manager]

**NOTE:** This Schedule is required to be submitted by the Proponent to the City of St. Thomas, for approval, before receiving the final Federal/Provincial payment. The "permitted rents" must be consistent with the formula for determining the initial rents, set out in Schedule "D" Rental Protocol.

**SCHEDULE “H”****PROPONENT'S INITIAL OCCUPANCY REPORT – PART 2**

IAH - Rental Housing Component  
Service Manager Direct Delivery

**A. Project Information**

Initial Occupancy	
Contribution Agreement Expiry Date	

Project Name	
Project Address	
Proponent	
Contact	
Mailing Address	

**B. Household Income of All Tenants**

Unit Number	Unit Type	Tenant Name(s) and Dependent(s)	Total Gross Household Income	Tenant Move-In Date

**C. Project Certification**

I certify, to the best of my knowledge, that the information provided in Section B of this report is true and correct. I hereby authorize the City of St. Thomas to review the rent roll from appropriate source(s) if deemed necessary.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Proponent Name  
Position  
Company/Organization

*Note: Proponents are required to attach current income verification documentation for each new tenant to this report. Income verification documentation may include recent Income Tax Returns or Notices of Assessment, bank statements showing current income sources, or other such documentation acceptable to the Service Manager. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.*

**SCHEDULE "I"****PROJECT ANNUAL OCCUPANCY REPORT**

IAH - Rental Housing Component  
Service Manager Direct Delivery

**A. Project Information**

Reporting Period	
Initial Occupancy	
Contribution Agreement Expiry Date	

Project Name	
Project Address	
Proponent	
Contact	
Mailing Address	

**B. Actual Rents at Year End**

Unit Type	IAH Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month (%) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D)=(A)-(C)	CMHC AMR (E)	
Bachelor							
1 BR							
2 BR							
Total							

**C. Depth of Affordability: Rents during year of reporting (IAH Funded Units)**

Unit Type	Unit Size	Number of Units (A)	Actual rent to be Charged per Month (B)	CMHC AMR 20XX (C)	Actual Project Rents (D)= (A)x(B)	Project Rents as per CMHC AMR (E)=(A)x(C)
Bachelor						
One Bedroom						
Two Bedroom						
<b>Total</b>						

## Notes:

1. For Column (B), actual rent is the net to occupants after all subsidies
2. For Column (C), Alternate e.g. modified Ontario Works Shelter Allowance, ODSP (in the event CMHC AMR does not apply)

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC Average Market Rent:</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(Project Weighted Average Rent ÷ CMHC Weighted Average Rent) x100 =	

**D. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR)**


---

**E. Project Certification**

I certify, to the best of my knowledge that the information provided in Sections B and C in this report are true and correct. I hereby authorize the City of St. Thomas to review the rent roll from appropriate source(s) if deemed necessary.

\_\_\_\_\_  
Signed by Proponent

Date:\_\_\_\_\_

Proponent Name  
Position  
Company/Organization

---

\_\_\_\_\_  
Signed by Service Manager

Date:\_\_\_\_\_

\_\_\_\_\_  
[Print name of Service Manager]

**SCHEDULE "I"****PROPONENT'S ANNUAL OCCUPANCY REPORT – PART 2**

IAH - New Rental Housing Component  
Service Manager Direct Delivery

**A. Project Information**

Reporting Period	
Initial Occupancy	
Contribution Agreement Expiry Date	
Project Name	
Project Address	
Proponent	
Contact	
Mailing Address	

**B. Household Income of New Tenants**

Unit Number	Unit Type	Tenant Name(s) and Dependent(s)	Total Gross Household Income	Tenant Move-In Date

**C. Project Certification**

I certify, to the best of my knowledge, that the information provided in Section B of this report is true and correct. I hereby authorize the City of St. Thomas to review the rent roll from appropriate source(s) if deemed necessary.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Proponent Name, Position  
Company/Organization

*Note: Proponents are required to attach current income verification documentation for each new tenant to this report. Income verification documentation may include recent Income Tax Returns or Notices of Assessment, bank statements showing current income sources, or other such documentation acceptable to the Service Manager. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.*



**SCHEDULE “J”****CANADIAN ENVIRONMENTAL ASSESSMENT ACT (CEAA)  
CONSIDERATIONS**

The Proponent confirms that the project complies with the Canadian Environmental Assessment Act (CEAA) 2012 as per CMHC requirements:

1. The project will not be carried out on federal lands\*;
2. The project has not been specifically identified by the Minister of the Environment in an Order Designating Physical Activities.

\*NOTE: “federal lands” includes lands that belong to, or that may be disposed of by Her Majesty in right of Canada but does not include lands under the administration and control of the Commissioner of Yukon, the Northwest Territories or Nunavut.

**SCHEDULE "K"****PROTOCOL FOR NON-COMPLIANCE**

IAH (2014 Extension) - Rental Housing Component

**1. BACKGROUND**

- 1.1 This guideline addresses the obligations to indemnify and obligations of IAH participants to recover funding from affordable housing projects which may encounter difficulties within the relationships described below:
- (a) Province - Canada Mortgage and Housing Corporation ("CMHC");
  - (b) Service Manager ("SM") - Province;
  - (c) Proponent - Service Manager; and
  - (d) Proponent - Province.
- 1.2 It is expected that all Rental Housing projects will be required to obtain CMHC insurance for the first mortgage since this is a condition of funding under the Ontario Mortgage and Housing Partnership Initiative.
- 1.3 While these guidelines pertain to the Rental Housing Component of the IAH program, the same set of underlying principles and requirements could accommodate other program components with minor adjustments.
- 1.4 The undertakings and commitments contained in this guideline are consistent with and do not supersede any agreements between the Governments of Canada and Ontario as per the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 (the "IAH Agreement").

**2. CONSULTATION**

- 2.1 When the Service Manager becomes aware of a failure of a Proponent to observe or perform a material condition in the Contribution Agreement, the Service Manager shall notify the Province, which shall, in turn, notify CMHC. The Province and the SM shall each appoint one person to an ad hoc committee for the purpose of assembling information relating to the project in difficulty and determining a course of action for rectifying the difficulty. CMHC shall be invited to participate and will determine the extent of its involvement on the committee. Terms of reference for the ad hoc committee shall be developed and agreed to by all three parties.

**3. BEST EFFORTS**

In determining what course of action may be undertaken to rectify a project in difficulty, the parties shall use their best efforts to work together co-operatively with an aim to maintaining, to the greatest extent possible in the circumstances, the affordability of the rents for the project as determined by the Contribution Agreement. The parties acknowledge that the interests of the tenants shall be considered in determining what course of action may be most suitable for a project in difficulty.

#### 4. ADVANCE NOTICE

- 4.1 Neither CMHC, the Province or the SM shall substantially modify the terms of any project-specific agreement, including the Contribution Agreement, or the advance of funds or the security documentation associated with the advance of funds, with the exception of a CMHC insured first mortgage, without providing written notice to the other parties and a reasonable opportunity for the other parties address the implications of such action,
- 4.2 The obligation to indemnify or the distribution of a recovery of funds from a project in difficulty will require the Service Manager and/or Proponent to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims, seeking indemnification from insurance policies, if any, that may afford coverage for a particular loss and/or recovering funds from bonding companies or other third parties who, at law, may be responsible for the losses of a project in difficulty.

#### 5. INDEMNITY

##### 5.1 Province - CMHC

- (a) As per the IAH Agreement, Ontario will indemnify CMHC as the result of third party "claims" arising out of the implementation of the Agreement. "Claims" is defined as any legal action against CMHC in connection with the IAH Agreement.
- (b) Federal-Provincial indemnity provisions on Project Development Funding and environmental claims remain as per the IAH Agreement.
- (c) Where CMHC has insured a proponent's first mortgage and a default occurs on the insured mortgage, the Province is not required to indemnify CMHC for any losses related to the mortgage insurance as per the IAH Agreement.
- (d) The IAH "capital" funds and the circumstances dealing with the recovery of these funds are dealt with in subsequent sections of these guidelines.

##### 5.2 SM - Province

- (a) It is proposed that the SM indemnify the Province for any third party claims against the Province, unless the claims are in any way, directly or indirectly, attributable to the negligence, bad faith or willful misconduct of the Province.
- (b) Subject to the preceding paragraph, during the construction phase of a project, it is proposed that the Service Manager indemnify the Province for 100% of federal IAH project funding, as a result of any third party "claims" against the Province, subject to certain exceptions as per the IAH Agreement, including:
  - (i) Maximum liability is limited to the total amount of federal-provincial funding advanced at the time of the loss-giving rise to the claim for indemnification;
  - (ii) 50% share of provincial liability for losses in relation to Project Development Funding (i.e. 25% of the total claim);
  - (iii) 50% share of provincial liability for losses as a result of environmental and pollution claims (i.e. 25% of the total claim);

- (iv) no indemnification for losses covered by CMHC or other insurance.
- (c) Following completion of construction, it is proposed that the Service Manager will indemnify the province for any third party 'claims' on a 50% basis for CMHC, with respect to the federal portion of IAH funding, and on a 100% basis for the Province, subject to same exceptions as indicated above.

### 5.3 Proponent - SM

- (a) The proponent would be required to indemnify the province for any claims against the Province or CMHC in accordance with the Contribution Agreement.
- (b) The SM should also request full indemnification from the proponent for any claims against the SM.

### 5.4 Proponent - Province

- (a) Where there is a direct relationship between the Province and a proponent, the Province will require 100% indemnity of CMHC and provincial funds paid in the event of a claim against the province or CMHC.
- (b) Indemnification of CMHC will be required during the construction and occupancy period of a project. Indemnification of the province will be required throughout the period during which provincial affordability payments are made.

## 6. **RECOVERY OF FUNDS**

### 6.1 Under the IAH, a number of circumstances could arise which could make a project "non-compliant". Examples include:

- (a) Construction Failures - increased construction costs, bankruptcy;
- (b) Environmental considerations - with the exception of those identified and recorded in advance of an IAH funding commitment;
- (c) Program compliance violations - project fails to remain affordable or does not maintain its affordability target for the full 20 years, or funds are misused.

### 6.2 Province - CMHC

- (a) CMHC would not expect full repayment of federal capital by the Province if the province confirms that "best efforts" were made to collect the funds.
- (b) Best efforts would involve adherence by the SM to the "risk sharing protocols" in order to minimize occurrence of failure. Furthermore, the parties will need to explore all available remedies with SMs, proponents and CMHC, and implement the best remedy to the extent possible.
- (c) If efforts lead to a recovery of capital funding, CMHC would expect a repayment of "a pro rata portion" of the federal funding. It is reasonable to propose that all three funding partners should share in any proceeds recovered, in proportion to their contributions.

- (d) A sliding scale for CMHC forgiveness is set at 5% per year over 20 years. Under certain circumstances, the Province will share this forgiveness with SMs and proponents, otherwise the Province will collect these funds for recycling in other projects.
- (e) Federal funding could either be repaid by the Service Manager to the Province and recycled in new commitments before March 31, 2009 or refunded directly to CMHC after this date.
- (f) In the event that auditors discover misuse of federal funding as per the IAH Agreement, CMHC would expect a refund from the Province where applicable. The amount owing could be reduced based on earned forgiveness of the principal amount during the period of project compliance.

### 6.3 SM - Province

- (a) In the event a project ceases to be an IAH project for reasons related to negligence, misuse or non-compliance, the Province will expect to be repaid for provincial contributions advanced during the period of non-compliance.
- (b) In the event a project ceases to be compliant due to the negligence of the SM, the Province would expect the SM to repay the Province 100% of CMHC funds, less any earned forgiveness of the principal amount, during the period of project compliance.

### 6.4 Proponent - SM

- (a) It is required that the SM would adopt a similar position if a project terminates under reasonable circumstances. That is, best efforts can be made to recover government contributions, but if there were no proceeds available, repayment would not be expected.
- (b) In situations of non-compliance due to misuse or negligence, the SM is expected to take remedies available to recover government contributions.

### 6.5 Proponent - Province

- (a) In situations of non-compliance due to misuse or negligence, the province would expect 100% repayment of federal and provincial funds from the proponent.
- (b) If a project ceases to operate as an IAH project, under reasonable circumstances, the provincial affordability payment would end and best efforts will be made to recover the provincial contributions paid during any period of non-compliance. In the event no proceeds were available, repayment would not be expected.

**SCHEDULE “L”**

**LEGAL DESCRIPTION OF PROPERTY**

Number of Units: 10 affordable units under IAH

Street Address: 560 Talbot Street, St. Thomas

PIN: 35223-0013 LT

Description: LT 4 BLK A PL 3 ST. THOMAS; PT LT 5, 3 BLK A PL 3 ST. THOMAS as in E434220  
St. Thomas

**SCHEDULE “M”****PROJECT INFORMATION FORM**

Investment in Affordable Housing for Ontario (IAH) – Rental Housing Component

**Service Manager – City of St. Thomas****Project Name:** 560 Talbot**Official Name of Proponent:** A. N. Trad's Furniture**Proponent Address and Contact Information:** 560 Talbot Street, St. Thomas, On N5P 1C4

Phone: 519-633-8090 Cell: 519-319-8613 Fax: 519-633-3080 Email: tradantoine@hotmail.com

**Proponent Type:**

☒ private sector    ☐ municipal non-profit    ☐ co-operative    ☐ partnership  
☐ private non-profit, charitable corporation    ☐ other

**Project Information****Number of Affordable Units Created:** New Supply: 10 IAH units**Type of Construction:** Apartment ☒**Included in Rent:** Parking ☐ Heat ☒ Electricity ☒ Hot Water ☒ Water ☒**Total Number of Units in Project:** 12 (10 IAH and 2 existing Market) plus 5 existing retail units.**Client Type:** single, couples, persons with disabilities, working poor. Agreement(s) with CMHA, Elgin and YWCA St. Thomas-Elgin**Anticipated First Occupancy Date:** April 1, 2016

	Total Number of Units	Number of Affordable Units	Unit Sizes	Affordable Rents (includes utilities)
1 bedroom	6	8	48.9 m <sup>2</sup>	\$507.00/ month
1 bedroom Barrier Free	2	2	52.2 m <sup>2</sup>	\$507.00/ month
1 bedroom	2	2	48.9 m <sup>2</sup>	\$375.00/ month
<b>Total</b>	<b>10</b>			

**Approvals**

Date of Council Approval of Project: July 13, 2015

Date of MMAH Approval of Project: August 28, 2015

**Project Funding****1. Municipal Contributions**

CIP Grant	\$ 40,000
CIP Rebate DC/Permit	\$ 34,478
CIP Loan (interest free)	\$ 40,000

**2. Contributions from other sources**

Owner Equity	\$ 240,209
--------------	------------

**3. Provincial Funding** \$ 234,216**4. Federal Funding** \$ 497,709**5. CMHC SEED** \$ 10,000**6. HST Rebate** \$ 59,514**TOTAL FUNDING AND FINANCING** **\$1,156,126****Amount of Rental Housing Component Funding (3+4)** **\$ 731,925****Total Capital Costs of Project**

Soft Costs (legal, architecture, engineering, insurance, taxes, fees, etc)	\$ 71,758
Land Costs (allocated to IAH units)	\$ 136,298
Construction or Hard Costs (labour, construction materials, equipment)	\$ 750,000
Furniture and appliances	\$ 16,000
Contingency	\$ 73,000
HST (Net)	\$ 109,070
<b>Total Capital Costs (10 IAH units)</b>	<b>\$1,156,126</b>



**Operating Budget (Year 1- IAH Units Only)**

<b>Revenues</b>	<b>Affordable</b>	<b>Market/ Commercial</b>	<b>Combined</b>
8 - one bedroom @ 80% CMHC AMR (\$509 x 8 x 12)	\$48,864		\$48,864
2 – one bedroom @ OW Shelter Rate (\$375 x 2 x 12)	9,000		9,000
One bedroom Market (Existing)		\$ 6,600	6,600
Two bedroom Market (Existing)		7,800	7,800
Retail (3 spaces)		92,400	92,400
Laundry Income	<u>600</u>	<u>          </u>	<u>600</u>
<b>Total Revenue</b>	<b>\$58,464</b>	<b>\$106,800</b>	<b>\$165,264</b>
Less: Vacancy Loss 2.5%	1,415	2,670	4,085
Less: Reserve Fund 4%	<u>2,339</u>	<u>          </u>	<u>2,339</u>
<b>Net Revenue</b>	<b>\$54,710</b>	<b>\$104,130</b>	<b>\$158,840</b>
<b>Expenses</b>			
1. Building Maintenance	\$ 4,000	\$ 2,000	\$ 6,000
2. Utilities (heat, water, electricity)	20,000	12,500	32,500
3. Garbage	2,500		2,500
4. Snow Removal	840	1,500	2,340
5. Insurance	4,000	4,000	8,000
6. Audit	2,000	2,000	4,000
7. Municipal Taxes	10,000	6,000	16,000
8. Legal, Banking, Office	1,000	1,000	2,000
9. CIP Loan (Principal Only 5 Years)	8,000		8,000
10. Mortgage (PI)	<u>          </u>	<u>16,185</u>	<u>16,185</u>
<b>Total Expenses</b>	<b>\$ 52,340</b>	<b>\$ 45,185</b>	<b>\$97,525</b>
<b>Surplus (Shortfall)</b>	<b>\$ 2,370</b>	<b>\$58,945</b>	<b>\$61,315</b>

**SCHEDULE “N”****DEVELOPMENT SCHEDULE**

Site Acquired	June 1, 2010
Site Plan Approval	November 30, 2015
Mortgage Commitment	June 1, 2010
Building Permit	January 15, 2016
Construction Start	January 15, 2016
50% Completed	March 15, 2016
Substantial Completion	May 15, 2016
Lien Publication	May 20, 2016
Occupancy	July 1, 2016

Capital Audit Report – Must be submitted within 90 days of construction completion

**SCHEDULE “O”**

**Conditional Letter of Commitment from Minister to the Proponent**

**SCHEDULE “P”****Confirmation of Employment of Apprentices**

IAH (2014 Extension) - Rental Housing Component

Required for Each Rental Housing Project

This is to confirm that the affordable housing project located at 1166 Hamilton Road, London has employed a total of \_\_\_\_\_ [number of] apprentices throughout the development and construction of the project.

The apprentices employed during project construction have received training in the following trades:

- 1.
- 2.
- 3.
- 4.

The following initiatives/activities were used to promote or support apprentices in the Project:

- 1.
- 2.
- 3.
- 4.

A. N. Trad's Furniture Ltd. agrees to provide appropriate documentation in support of the above information.



**The Corporation of the  
City of St. Thomas**

**Report No.:** PD-29-2015

**File No.:** SPC 11-13

**Directed to:** Mayor Jackson and Members of City Council

**Report Date:** November 25<sup>th</sup>, 2015  
**Meeting Date:** December 7<sup>th</sup>, 2015

**Subject:** Assumption of Road Widening - Parts 1 and 2 on Plan 11R-9724 – Talbot Street and Balaclava Street

**Department:** Planning & Building Services Department  
**Prepared by:** Crystal Penney, Planning Assistant

**Attachments:**  
- Copy of Plan 11R-9724

**RECOMMENDATION:**

**THAT:** Report PD-29-2015 be received for information;

**AND THAT:** Council approve a By-law to assume the 3.048 metre road widening described as Parts 1 and 2 on Plan 11R-9724, as part of the public highways known as Talbot Street and Balaclava Street within the City of St. Thomas.

**Background**

Council approved a site plan agreement with Devcor Developments Inc. (SPC 11-13) at the meeting of December 2<sup>nd</sup>, 2013 for development of the property at 877 Talbot Street. The development is now complete.

Section 36 of the site plan agreement stipulates that the owner will convey, at no expense to the City of St. Thomas, a 3.048 metre wide parcel of land along the lot frontage of the lands for the future widenings of Talbot Street and Balaclava Street.

In order to confirm that the purpose of the land is to form part of the roads, a By-law is required to assume Parts 1 and 2 on Plan 11R-9724 as part of the public highways.

The By-law has been included on the agenda.

Respectfully submitted,

  
Crystal Penney  
Planning Assistant



**Reviewed By:**

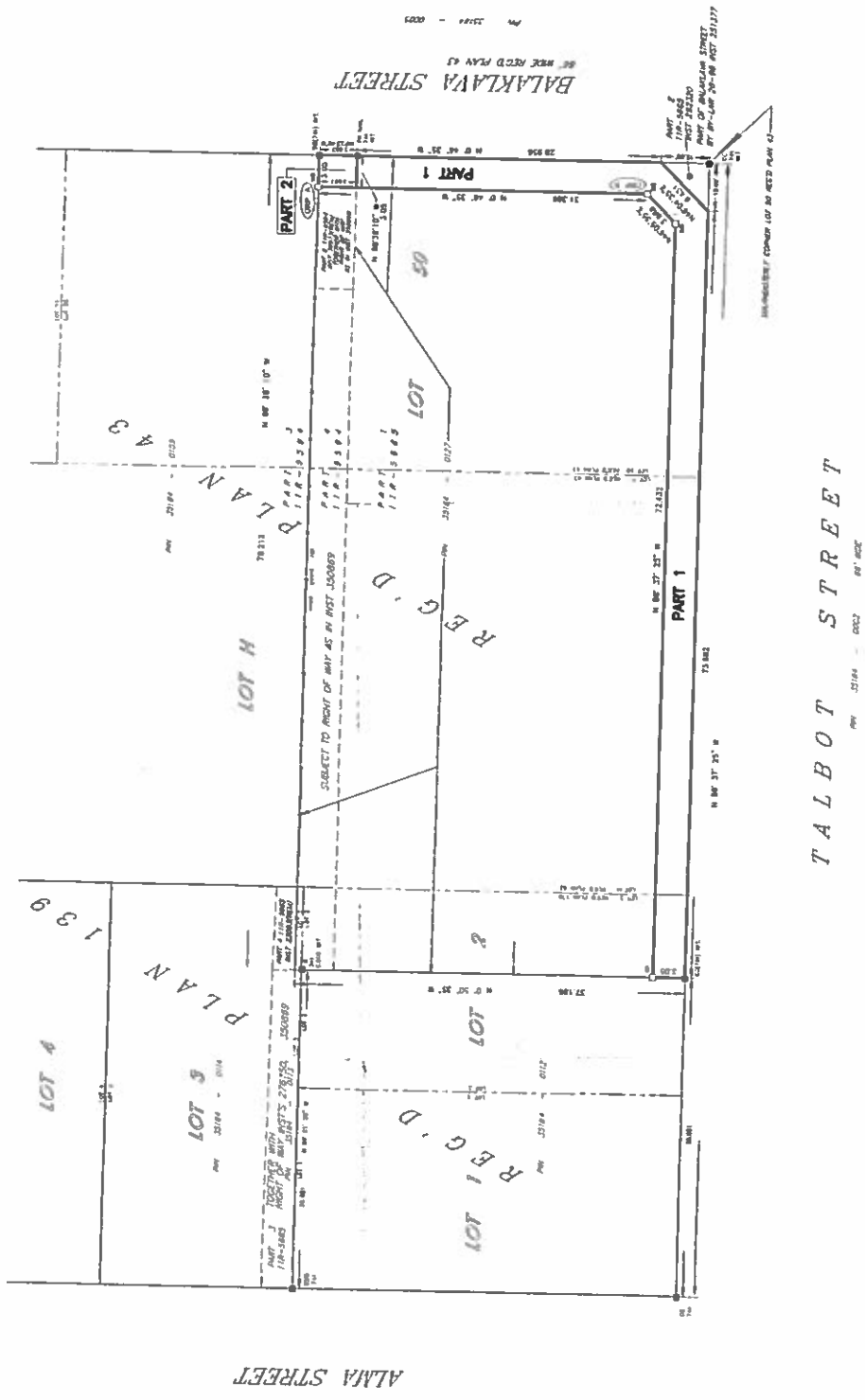
  
W.S. GRAVES  
CITY MANAGER

Env. Services

Treasury

City Clerk

Other



**METRIC**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAY  
ARE IN METRES AND CAN BE CONVERTED TO FEET  
BY DIVIDING BY 0.3048

### LEGEND AND NOTES:

[illegible]

<p>INDICATED REFERENCE POINTS ARE DERIVED FROM GPS OBSERVATIONS USING THE CANADIAN CANAL-NEUTRALITY NETWORK AND ARE REFERRED TO UTM ZONE 17 (80) DATUM 1983 WGS84 (EPSG 31470)</p>					
<p>COMPONENTS IN VARIOUS ALPHAS ARE ACCORDING WITH EQUATION 14.4 OF IERS 1992</p>					
POINT ID	NORTHING	EASTING			
CAP A	4754319.87	4954513.4			
COR B	-4754218.49	-4954517.81			

COORDINATES CANNOT BE USED  
TO RE-ESTABLISH CORNERS SHOWN  
ON THIS PLAN

[illegible]

**HOUGHTON + HOUGHTON INC.**  
ONTARIO LAND SURVEYORS  
15 ST. CATHARINE ST. ST. THOMAS ONT.  
N5P 2V7 PH. (519) 631-2212 FAX (519) 631-1343



## TOWNSHIP OF Southwold

### NOTICE OF COMMENCEMENT & PUBLIC INFORMATION CENTRE #1 TALBOTVILLE WWTP CLASS EA

The Township of Southwold is a small, rural municipality immediately west of the City of St. Thomas. The Township recently completed a Master Servicing Plan for Talbotville and Ferndale to improve development opportunities within its settlement areas. This study was conducted as a Master Plan (Phases 1 and 2) under the Municipal Class Environmental Assessment process (Municipal Engineer's Association, October 2000, as amended in 2007 and 2011).

Currently, no municipal wastewater collection or treatment infrastructure exists within Talbotville. Existing development within the settlement area is serviced by private on-site septic systems. A number of wastewater collection and treatment alternatives for Talbotville were developed as part of the Master Servicing Plan. Through the completion of the Master Servicing Plan, the construction of a new municipally owned and operated wastewater treatment plant in Talbotville to service both existing and future development was selected as the preferred alternative.

A new wastewater treatment plant would prompt the completion of a Schedule C Class Environmental Assessment (EA). The Schedule C Class EA would build upon the findings of the Master Servicing Plan and would complete Phase 3 (Alternate Design Concepts) and Phase 4 (Environmental Study Report) of the Municipal Class EA process. The Schedule C Class EA will provide the basis for the selection of the preferred treatment technologies and will undertake further determination of the preferred plant location.

A Public Information Centre to review technical alternatives will be held on:

**Date:** Wednesday, December 16, 2015  
**Time:** 6:00pm to 8:00pm (open house format)  
**Location:** Keystone Complex, 35921 Talbot Line, Shedden ON

If you have any questions, comments or concerns, please contact:

**Ken Loveland**  
 CAO/Clerk  
 Township of Southwold  
 35663 Fingal Line  
 Fingal ON N0L 1K0  
 Email: cao@southwold.ca

**Cameron Gorrie, P.Eng.**  
 Project Manager, Water  
 Stantec Consulting Ltd.  
 171 Queens Avenue, Suite 600  
 London ON N6A 5J7  
 Email: cameron.gorrie@stantec.com

Interested parties wishing to be added to the project mailing list should also contact one of the above. Following the Public Information Centre, further comments are invited for incorporation into the planning and design of this project and will be received until January 6, 2016.

*Personal information collected and recorded at the Public Information Centre or submitted in writing on this subject is collected under the authority of the Municipal Act, 2001 and will be used by members of Council and Township staff in their review of this study.*

***If you do not require further correspondence with respect to this project, if you would prefer to receive future correspondence by email only, or if your current contact information requires updating, please contact Cameron Gorrie at the email address listed above.***



Corporation of the  
City of St. Thomas

73

Report No

ES99-15

File No.

Directed to: Mayor Jackson and  
Members of City Council

Meeting Date: December 7, 2015  
Date Authored: November 27, 2015

Department: Environmental Services

Attachments

Prepared By: Dave White, C. Tech, CRS  
Manager of Roads & Transportation  
Service Area

Subject: Parking Control – Hospital Area & Committee Notice

**Recommendation:**

THAT: Report ES99-15, Parking Control – Hospital Area, be received for information.

**Origin:**

On September 8, 2015 a meeting was held between Environmental Services staff and St. Thomas Elgin General Hospital staff to discuss the details of a STEGH Community Liaison Committee and the potential impacts of hospital construction on neighbouring streets.

**Analysis:**

The STEGH Community Liaison Committee will consist of a public neighbour representative, STEGH personnel, City personnel and representation from the contractor. Their purpose is to meet every month to communicate issues and coordinate concerns throughout the construction project.

A number of parking concerns and options were discussed at the first meeting. It is expected that there will be approximately (100) construction vehicles around the site at any given time. Within the construction bidding process options for parking may include, parking in the STEGH parking lots and paying the parking rates or utilizing surrounding Church properties for contractor employee parking.

Additional concerns have come from the public regarding STEGH customers, clients or staff parking on surrounding roads indicating that they may be doing this instead of paying for parking in the Hospital parking lot. Staff will continue to observe the area for any required improvements.

A review of the existing By-laws and posted signs revealed the requirement for a measure of housekeeping to match the By-law schedule.

The area is currently signed as shown below.

Signs will be changed to match the By-law as shown below.



Respectfully Submitted,

Dave White, C. Tech, CRS  
Manager of Roads and Transportation Service Area

W.S. GRAVES  
CITY MANAGER

Reviewed By: \_\_\_\_\_  
Treasury \_\_\_\_\_ Env. Services \_\_\_\_\_ Planning \_\_\_\_\_ City Clerk \_\_\_\_\_ HR \_\_\_\_\_ Other \_\_\_\_\_





Corporation of the  
City of St. Thomas

74

Report No

ES105-15

File No.

**Directed to:** Mayor Jackson and  
Members of City Council

**Meeting Date:** December 7, 2015  
**Date Authored:** November 30, 2015

**Department:** Environmental Services

**Attachments**

**Prepared By:** Dave White, C. Tech, CRS  
Manager of Roads & Transportation

**Subject:** 2015 / 2016 New Years Eve Free Transit Service

**Recommendation:**

THAT: Report ES105-15, 2015 / 2016 New Years Eve Free Transit Service, be received for information; and further

THAT: Council approve free transit service on New Year's Eve from 8:15 p.m. on Thursday December 31, 2015 to 3:15 a.m. Friday January 1, 2015; and further

THAT: The transit bus service be absorbed in the approved 2015 operating budget in the amount of \$1,273.86 plus HST to fund the cost of the 2015 / 2016 New Years Eve free Transit Service.

**Origin:**

In previous years funding for the New Year's Eve free transit service was provided through a not for profit organization. Staff was just advised that the organization cannot provide funding for the 2015/2016 service.

The goal of providing free transit service on New Year's Eve is to raise public awareness related to the issue of drinking and driving. All drivers are reminded to plan ahead for a safe ride home and never to drive impaired. To get home safely from New Year's Eve festivities, drivers should plan on taking public transit, calling a cab, ride with a designated driver or stay overnight. Recent ridership is shown in the chart below.

Service Year	Riders Utilizing the Transit Service
2012/2013	186
2013/2014	162
2014/2015	180

**Analysis:**

The free transit service consists of (5) Conventional buses on the standard transit routes taking anyone on the system through the transfer point, and (1) Parallel transit bus taking advance reservations from registered parallel clients and their attendants.

The hours of service will be 8:15 p.m. on Thursday December 31, 2015 to 3:15 a.m. Friday January 1, 2016. Reservations for the Parallel Transit service will be taken by Voyageur Transportation Services staff on the St. Thomas Transit phone number (519) 631-0001.

**Financial Considerations:**

The cost for the free New Year's Eve transit service is \$1,273.86 plus HST for the provision of 42 hours of service using City vehicles.

Respectfully Submitted,

Dave White, C. Tech, CRS  
Manager of Roads and Transportation

Reviewed By:

Treasury

Env. Services

Planning

City Clerk

HR

W.S. GRAVES  
CITY MANAGER



Corporation of the  
**City of St. Thomas**

**Report No**

ES122-15

**File No.**

**Directed to:** Mayor Jackson and  
Members of City Council

**Meeting Date:** December 7, 2015  
**Date Authored:** November 27,  
2015

**Department:** Environmental Services

**Attachments**

**Prepared By:** Justin Lawrence  
Director, Environmental Services and City Engineer

**Subject:** Water Meter Reading

**Recommendation:**

THAT: Report ES122-15, Water Meter Reading, be received for information.

THAT: The water rate based funds from capital account 56-3-01-9, containing \$2,000,000 be released as part of the 2015 capital budget monitoring process.

**Origin:**

During the last five years, significant analysis and reporting has been undertaken to study new technologies to read water meters through wireless methods. A trial was conducted including 2 dozen meters of two technologies known as AMI and AMR.

**Analysis:**

The in-field trials compared 46 separate factors under the categories of hardware, software, data integration, data conversion, and financial considerations. St.Thomas Energy, primarily through Gary Tobin, has provided extensive review and met with the City numerous times to conduct this analysis in partnership with the City. Each of the technologies showed some positive and negative aspects.

In terms of industry comparisons, both the hydro market and natural gas market have similar networks which include transmission lines, services, and then individual meters for each user. The hydro market in Ontario was mandated to convert to smart meters over the last decade and added remote reading. Consequently, the cost of upgrading to remote reading was not done based on return on investment but rather as a mandated solution. The gas market in our region has generally maintained foot meter reads due to the quickly changing meter communication technology and resulting low return on investment of converting.

During the span of this meter reading technology comparison, each of hardware, software, and communication technology has changed.

**Financial Considerations:**

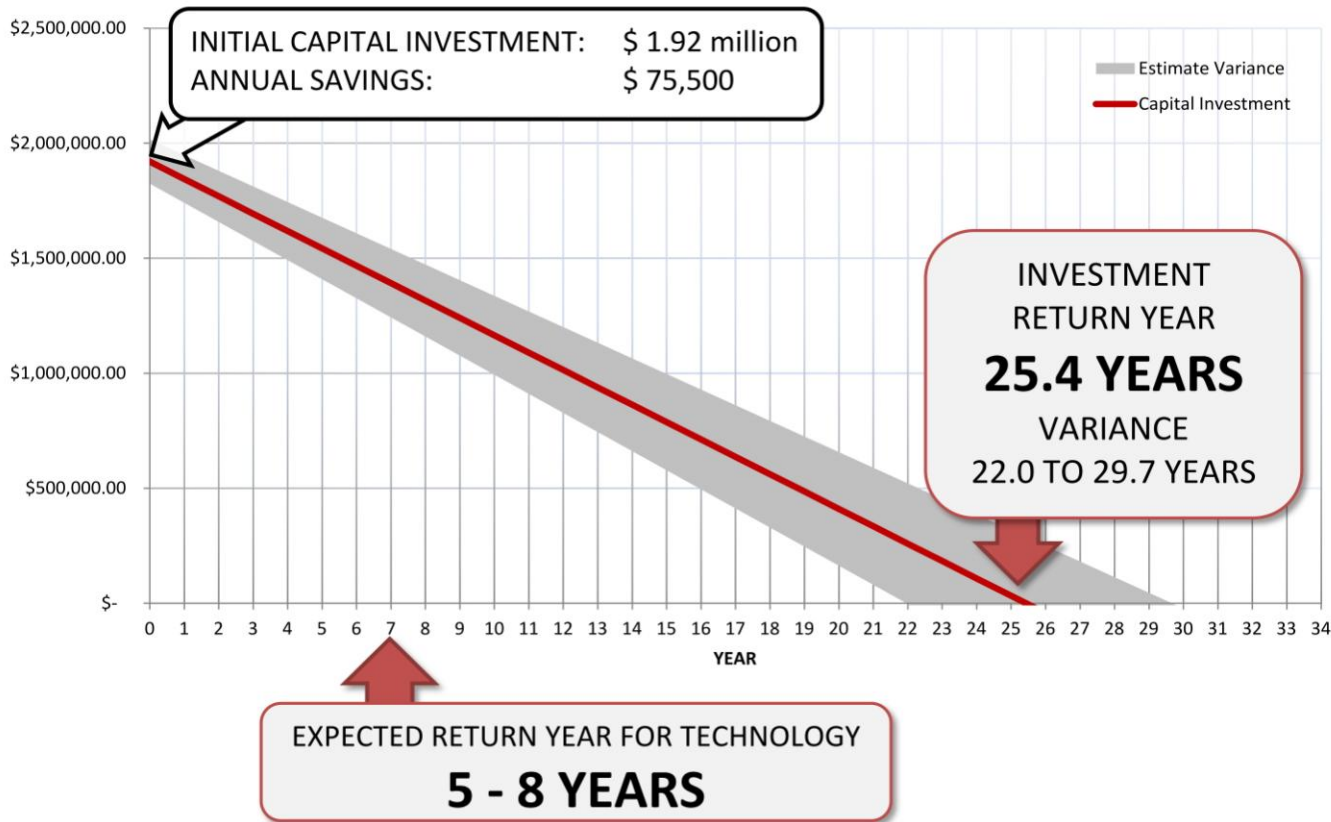
Technology investments are usually considered as a business case in terms of their return period or the number of years it would take the annual savings to pay off the initial investment. The expected return period range is normally between 5 and 8 years for technology. This short period is because hardware, software, and communication technology changes at a rapid pace and results in obsolescence or communication gaps.

The known capital cost of implementing an automated meter reading technology averages \$1,920,000 including hardware, software, contingency, and outsourced set up fees. That amount does not include the likely internal costs that would be incurred by STEI or City staff during the transition period.

The cost of providing foot meter reads, billing integration, and billing support is approximately \$120,000 per year. It has been estimated that approximately \$44,500 of those costs would be necessary even with wireless meter reading so the annual savings would be \$75,500.

The chart on the following page shows an initial investment reduced each year by an annual savings. Without taking into consideration life cycle costing, the return period is within a range of 22 to 29.7 years. To analyze the sensitivity of the estimate, both the capital cost and annual savings were adjusted.

WATER METER READING  
RETURN ON INVESTMENT



**Conclusion:**

This technology investment has a very long investment return year. It is likely that technology will change several times before the investment can create a positive return.

It is recommended that City staff monitor the metering and communication industry going forward. Wireless technology is developing rapidly and if a new meter reading system is developed that is a better economical fit for St. Thomas, then a new analysis and report should be completed.

Respectfully Submitted,

Justin Lawrence, P.Eng.  
Director, Environmental Services and City Engineer

W.S. GRAVES  
CITY MANAGER

Reviewed By: David Christine Treasury                         Env. Services                         Planning                         City Clerk                         HR                         Other



Corporation of the  
**City of St. Thomas**

Report No.  
ES127-15  
File No.

Directed to: Mayor Jackson and Members of City Council

Meeting Date: December 7, 2015  
Date Authored: November 23, 2015

Department: Environmental Services

Attachment

Prepared By: Michelle Shannon, Waste Management Coordinator

Subject: Holiday Waste Collection

**Recommendation:**

THAT: Report ES127-15, Holiday Waste Collection be received for information.

**Origin:**

Please note, there will be no collection of garbage, organics or recyclable material on Christmas Day, Boxing Day and New Year's Day.

**Analysis:**

To accommodate the holidays there will be a temporary change to the collection schedule.

Regular Collection Day	Rescheduled Collection Day
Tuesday December 22, 2015	Monday December 21, 2015
Wednesday December 23, 2015	Tuesday December 22, 2015
Thursday December 24, 2015	Wednesday December 23, 2015
Friday December 25, 2015	Thursday December 24, 2015
Tuesday December 29, 2015	No Change
Wednesday December 30, 2015	No Change
Thursday December 31, 2015	No Change
Friday January 1, 2016	Saturday January 2, 2016

A notice of the holiday collection change will be advertised in the St. Thomas Times Journal, the Weekly News as well as on MyFM and the City's website and Facebook page. Residents who have downloaded the city's MyWaste app will receive direct notification of the temporary holiday collection schedule. The My Waste app is free and available from download to any smart phone or tablet. Additionally, a notice is included with the 2016 Waste Management Calendar that will be mailed to each household starting December 11, 2015.

**Curbside Christmas Collection**

Christmas trees will be collected at the curb by the City's waste management contractor, GFL during the weeks of January 5-8<sup>th</sup> and January 12 -15<sup>th</sup> 2016. Residents are asked to have trees at the curb by 7am on their waste collection day each week. Please remember to remove all decorations, lights and stands. Do not wrap your tree in plastic to put it out at the curb. This collection is for natural Christmas trees only; artificial trees will NOT be collected.

Respectfully submitted,

Michelle Shannon  
Waste Management Coordinator

Reviewed By:

Treasury

Env Services

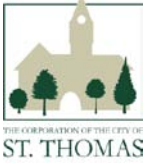
Planning

City Clerk

HR

W.S. GRAVES  
CITY MANAGER

Other



Corporation of the

**City of St. Thomas**

Report No.

CC-17-15

File No.

**Directed to:** Mayor Heather Jackson and Members of City Council**Date Authored:**

November 2nd, 2015

**Meeting Date:**

November 9th, 2015

**Department:** City Clerk's**Attachment****Prepared By:** Maria Konefal, City Clerk**Subject:** Closed Meeting Investigator**Recommendation**

THAT: Report CC-17-15 relating to the Closed Session Investigator be received for information; and further,

THAT: Mr. John Maddox, JGM Consulting be retained as the City's Closed Session Investigator for the year 2015; and further,

THAT: A by-law be prepared to appoint Mr. John Maddox, JGM Consulting, as the City's Closed Session Investigator.

**Background**

Mr. John Maddox has served as the Closed Session Investigator since 2007 and has agreed to continue in this role for the 2016 year at the same terms and conditions.

The service fees include an annual retainer of \$1,000 and an hourly rate of \$100.00 per hour for actual time spent on files, as they occur.

Mr. Maddox is also the Closed Session Investigator for the County of Elgin and its lower tier municipalities.

It is being recommended that Mr. Maddox be appointed as the City's Closed Session Investigator for 2016.

Respectfully submitted,

Maria Konefal  
City Clerk

**Reviewed By:** \_\_\_\_\_

Treasury

Env.  
Services

Planning

City  
ManagerHuman  
ResourcesParks  
Recreation

Other

W.S. GRAVES  
CITY MANAGER



Corporation of the  
**City of St. Thomas**

Report No.  
CC-19-15  
File No.

<b>Directed to:</b> Mayor Heather Jackson and Members of City Council		<b>Date Authored:</b> November 26th, 2015 <b>Meeting Date:</b> December 7th, 2015
<b>Department:</b>	City Clerk's	<b>Attachment</b>
<b>Prepared By:</b>	Maria Konefal, City Clerk	
<b>Subject:</b>	<b>Emergency Alternatives - Council</b>	

**Recommendation**

THAT: Report CC-19-15 relating to Emergency Alternatives be received for information; and further,

THAT: Council establish the following roster of Council members to serve as an alternate to the Mayor for the year 2016 in the event of a municipal emergency, should the Mayor not be available:

- January: Councillor Burgess
- February: Councillor Clarke
- March: Councillor Kohler
- April: Councillor Rymal
- May: Councillor Stevenson
- June: Councillor Tinlin
- July: Councillor Wookey
- August: Councillor Burgess
- September: Councillor Clarke
- October: Councillor Kohler
- November: Councillor Rymal
- December: Councillor Stevenson

**Background**

In accordance with the City’s Emergency Response Plan, the Mayor, as Head of Council, is a member of the Municipal Control Group, which has various responsibilities in case of a municipal emergency.

The Emergency Response Plan requires the designation of an alternate contact person for each member of the Municipal Control Group.

On an annual basis, Council develops a roster to identify members serving as an alternate to the Mayor, should the Mayor not be available.

The alternate member is identified on Council’s meeting calendar for each month.

Respectfully submitted,

Maria Konefal  
City Clerk

<b>Reviewed By:</b>	_____	_____	_____	_____	_____	_____	_____
	Treasury	Env. Services	Planning	City Clerk	Human Resources	Parks Recreation	Other

**W.S. GRAVES**  
**CITY MANAGER**





Corporation of the  
**City of St. Thomas**

**Report No.**

TR 29-15

**File No.**

**Directed to:** Mayor Heather Jackson and Members of City Council

**Date Authored:** 11/30/15

**Meeting Date:**  
12/07/15

**Department:** Treasury

**Prepared By:** David G. Aristone, Director of Finance and City Treasurer

**Attachment:**

Letter of Agreement

**Subject:** **Provincial Gas Tax Revenues – Letter of Agreement**

**Recommendation:**

THAT: Council receive Report TR 29-15 for information; and further,

THAT: Council direct that a by-law be prepared authorizing the Mayor and Treasurer to sign a Letter of Agreement with the Ministry of Transportation for the transfer of Provincial gas tax revenues to the City.

**Report:**

Background and Comments

Since October 2006 the Province of Ontario has provided 2 cents per litre of gas tax funds to municipalities as a long-term, stable and predictable transit funding source.

The current program funding year is for the period of April 1, 2015 to March 31, 2016. The amount allocated to the City for this period will be \$378,223.

A municipality receiving dedicated gas tax funds must ensure that all funds are used exclusively for the provision of public transportation service (conventional and parallel). Provincial gas tax revenues are to support municipal public transportation expenditures beyond the City's baseline spending levels and are not to reduce or replace current levels of municipal public transportation funding. It also provides funding to replacement conventional and parallel transit vehicles.

In order to initiate the flow of provincial gas tax funds to the City for 2015-2016 program year, we are required to sign the attached "Letter of Agreement" with the Ministry of Transportation. Accordingly the execution of a by-law authorizing the Mayor and Treasurer to enter into such an agreement is required.

Respectfully submitted,

David G. Aristone, CPA, CA  
Director of Finance and City Treasurer

W.S. GRAVES  
CITY MANAGER

**Ministry of  
Transportation**

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
416-327-9200  
www.ontario.ca/transportation

**Ministère des  
Transports**

Bureau du ministre

Édifice Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
Toronto (Ontario)  
M7A 1Z8  
416-327-9200  
www.ontario.ca/transports



November 12, 2015

Her Worship Heather Jackson  
Mayor  
City of St. Thomas  
PO Box 520, 545 Talbot Street  
St. Thomas, ON N5P 3V7

Dear Mayor Jackson:

**RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of St. Thomas (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")**

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This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax is provided to municipalities for public transportation expenditures.

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2015/2016 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to



\$378,223 in accordance with, and subject to, the terms set out in this Letter of Agreement and the guidelines and requirements, with \$283,667 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law(s), and any remaining payment(s) payable thereafter.

2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2015/2016 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, liability, penalty or costs upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose, and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.

9. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
10. The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
11. The invalidity or unenforceability of any provision of the Letter of Agreement will not affect the validity or enforceability of any other provision of the Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
12. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
13. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation  
 Division Services and Program Management Office  
 27<sup>th</sup> Floor, Suite #2702  
 777 Bay Street,  
 Toronto, Ontario M7A 2J8

Once the Ministry has received the signed copies of this Letter of Agreement and a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Steven Del Duca  
 Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

**City of St. Thomas**

Per: \_\_\_\_\_  
 Mayor

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
 Chief Financial Officer/Treasurer

Date: \_\_\_\_\_



Corporation of the  
City of St. Thomas

Report No.

TR 30-15

File No.

**Directed to:** Mayor Heather Jackson and Members of City Council

Date Authored: 11/30/15

Meeting Date: 12/07/15

**Department:** Treasury

**Attachments:**  
Schedules "A" – "M"  
Open Projects

**Prepared By:** David G. Aristone, City Treasurer

**Subject:** Capital Project Status Update

**Recommendation:**

THAT: Council receive Capital Project Status Update Report TR-30-15 for information.

**Report:**

Council members previously requested a capital project status update. Schedules A to M have been provided for Council's review. Financial information for each open capital project has been provided by year of approval.

The following chart summarizes the total approved budget for projects, by year, and the corresponding total actual and unspent amounts:

Function	Total Program (\$)	Total Unspent (\$)	Final Accounting (\$)	Transfer 2016	Project in Progress (\$)	Project in Planning (\$)
Corporate Admin	15,749,314	12,142,684	(199,146)	-	12,220,696	121,134
Facilities	719,806	226,530	175,102	-	51,428	-
IT	553,752	350,217	350,217	-	-	-
Fleet	2,098,388	455,097	53,877	-	81,220	320,000
Police	154,500	11,657	(5,365)	-	-	17,022
Fire	87,000	55,479	26,479	-	29,000	-
Parks & Recreation	3,600,605	1,303,345	110,680	-	1,192,665	-
Library	80,000	5,803	(1,522)	-	7,325	-
Planning	322,293	69,968	(1,878)	-	71,846	-
Transit	100,000	100,000	100,000	-	-	-
Airport	182,221	127,293	-	-	63,737	63,556
ES Department	50,356,274	27,111,971	2,551,112	237,081	16,225,106	8,098,672
Valleyview	280,959	83,989	5,144	-	78,845	-
<b>Total</b>	<b>74,285,111</b>	<b>42,044,033</b>	<b>3,164,700</b>	<b>237,081</b>	<b>30,021,868</b>	<b>8,620,384</b>

The balance of unspent funds of \$42,044,033 is comprised of seven major items which are in the progress of being completed as follows:

2015 Police Services Building	\$ 12,174,091
2015 Talbot Street – Metcalfe to William	2,996,585
2014 Street Light Efficiency Improvement	2,497,458
2014 Community Recycling Centre	1,878,902
2014 Water Meter Replacement Program	1,919,362
2012 Edward-Burwell Intersection	1,264,797
2011 Automated Water Meter Reading	1,982,465
	<u>\$ 24,713,660</u>

Respectfully submitted,

David G. Aristone, CPA, CA  
Director of Finance and City Treasurer

W.S. GRAVES  
CITY MANAGER

Reviewed By: \_\_\_\_\_

Project Name		Original Budget	Additional Funding / clwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2016	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	L&PS Drainage	45,000	55,332	100,332	53,727	46,605	Ongoing				46,605	
2015	Police Services New Building Construction	12,775,000	-438,136	12,336,864	162,773	12,174,091	Ongoing				12,174,091	
2014	DC Study				61,526	-61,526	Study Complete / DC Collections pending			-61,526		
2012	Third Ave Ext to Talbot St. - FGT	250,000		250,000	128,866	121,134	Plan of Subdivision Pending					121,134
2011	Southblock DC Study	21,000		21,000	23,638	-2,638	Study Complete / DC Collections pending			-2,638		
2011	Dalewood DC Study	45,000		45,000	21,553	23,447	Study Complete / DC Collections pending			23,447		
2009	Courthouse Parking	3,500,000	-503,882	2,996,118	3,154,547	-158,429	Pending transfer of DC's			-158,429		
		16,636,000	-886,686	15,749,314	3,606,630	12,142,684		0		-199,146	12,220,696	121,134

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project In Planning/Design Phase
2015	Public Works Service Centre Ventilation System	75,000		75,000	33,072	41,928	Close pending holdback			41,928		
2015	PWSC Main Building Back Wall Repairs	100,000		100,000	71,236	28,764	Close pending holdback			28,764		
2015	Fire Station 1 Main Washroom Renewal/Upgrade	90,000	88,806	178,806	127,378	51,428	Ongoing				51,428	
2014	Fire Station Fire Detection System - Station 1 & 2	30,000		30,000	13,695	16,305	Complete	16,305				
2014	Main Fire Station #1 Capital Improvements	161,000		161,000	78,507	82,493	Complete	82,493				
2014	Colin McGregor Justice Building - Sewage System Improvement	75,000		75,000	86,641	-11,641	Complete	-11,641				
	Wellington Block - Roof Repairs	100,000		100,000	82,747	17,253	Complete	17,253				
		631,000	88,806	719,806	493,276	226,530		104,410	0	70,692	51,428	0

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Information Technology	450,000	67,470	517,470	167,253	350,217	In progress				350,217	
2014	Network Backup Solution	38,900	-2,618	36,282	36,282	0	Complete					
		488,900	64,852	553,752	203,535	350,217		0	0		350,217	0

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer	Work Completed Final Accounting Pending	Tender Awarded or Project In Progress	Project in Planning/Design Phase
2015	Replace Club Car Golf Cart PK07-491 (2007 model year) (Parks)	15,000		15,000	14,323	677	Complete	677				
2015	Replace Pickup PK04-311 (2004 model year) (Parks)	45,000		45,000	31,998	13,002	Complete	13,002				
2015	Replace Foreman Pickup PW06-156 (2006 model year) (Roads)	45,000		45,000	36,101	8,899	Need to order GPS unit.				8,899	
2015	Replace Patrol Pickup PW07-153 (2007 model year) (Roads)	45,000		45,000	35,661	9,339	Need to order GPS unit.				9,339	
2105	Replace 1 Ton Pickup/Dump/Plow PW06-283 (2006 model year) (Roads)	55,000		55,000	55,679	-679	Complete	-679				
2015	Replace Jet Rodder PW02-250 (2002 model year) (Waste Water)	320,000		320,000		320,000	To be tendered in 2016					320,000
2015	New - 1 Ton Pickup/Dump/Plow (Roads)	55,000		55,000	55,246	-246	Complete	-246				
2015	New - Two Sidewalk Plows & Attachments (Roads)	270,000		270,000	275,800	-5,800	Complete	-5,800				
2015	New - Vehicle and Equipment (Parks)	102,100		102,100	39,118	62,982	Ongoing				62,982	
2014	Replace Tanker 8 (Fire)	240,000	86,288	326,288	326,288	0	Complete	0				
2014	Replace Grasshopper Riding Mower 52" -PK06-404 (Parks)	20,000		20,000	293	19,707	Complete	19,707				
2014	Replace International Crew Cab - PW02-236 (Sewer)	150,000		150,000	141,398	8,602	Complete	8,602				
2014	Replace 4 Conventional 2008 Transit Buses	880,000	-300,000	580,000	566,157	13,843	Complete	13,843				
2014	New - Fleet Equipment (Fleet)	10,000		10,000	12,022	-2,022	Complete	-2,022				
2013	Total Station Survey Equipment Replacement	60,000	0	60,000	53,207	6,793	Training ongoing			6,793		
		2,312,100	-213,712	2,098,388	1,643,291	455,097		47,084	0	6,793	81,220	320,080

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2015	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Replacement - Mobile Data Terminals	75,000		75,000	83,429	-8,429	Complete	-8,429				
2014	911 Conversion - Upgrade	19,500		19,500	2,478	17,022	Ongoing - complete by Spring of 2016					
2014	X2 Tasers	60,000		60,000	56,936	3,064	Complete	3,064				17,022
		154,500	0	154,500	142,843	11,657		-5,365	0	0	0	17,022





Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Memorial Arena Dressing Room Air Conditioning Upgrade to Existing. . . .	60,000	60,000	120,000	16,815	103,185	Ongoing				103,185	
2015	Lake Margaret - Jim Waite Park Trail Repalcement	100,000	-50,000	50,000	33,198	16,802	Ongoing				16,802	
2015	Drainage Improvement at Gorman Rupp Field	20,000		20,000	17,170	2,830	Complete	2,830				
2015	Optimist Park Outdoor Fitness Exercise Equipment	100,000		100,000	101,100	-1,100	Complete	-1,100				
2015	Optimist Park Multi-Purpose Asphalt Trail	150,000		150,000	84,148	65,852	Ongoing				65,852	
2015	NYC Ball Diamond Lighting Proposal	200,000	50,000	250,000	114,021	135,979	pending final billing			135,979		
2015	Centennial Sprouts Complex Baseball Diamond Facility (Sauve Ave)	70,000		70,000	19,877	50,123	Ongoing				50,123	
2015	Skateboard Park Development	600,000		600,000	12,015	587,985	Ongoing				587,985	
2015	Pinaofre Park Accessible Comfort Station	75,000		75,000	7,101	67,899	Ongoing				67,899	
2014	Memorial Arena - East Parking Lot Repairs and Water Diversion	150,000		150,000	163,889	-13,889	Complete - awaiting final invoices close			-13,889		
2014	Timken Community Centre - Copper Pipe Replacement	40,000	2,138	42,138		42,138	Ongoing				42,138	
2014	Timken Community Centre - Retiling Shower Floors	50,000	3,541	53,541	61,197	-7,656	Complete	-7,656				
2014	Memorial Arena - Dressing Room Retro Fit	53,800	6,239	60,039	27,919	32,120	Work in progress				32,120	
2014	Timken Community Centre - Ventilation Review & Dressing Room . .	180,000		180,000	104,064	75,936	Work in progress				75,936	
2014	Timken Community Centre Flat Roof Reseal	75,000		75,000	30,152	44,848	Ongoing				44,848	
2014	Multi-Purpose Recreational Trail (Parkside Dr to Wellington St. along . . .	600,000	10,000	610,000	519,913	90,087	Ongoing				90,087	
2014	Dance (West) Pavilion Restoration from 2011 Building Audit	50,000	51,640	101,640	107,124	-5,484	Complete	-5,484				
2012	Timken Enabling Accessibility Fund Small Project	60,000	-11,280	48,720	45,829	2,891	Ongoing				2,891	
2012	Memory Garden - Pinafore Park Waterfall Project	500,000	304,509	804,509	804,509	0	Complete					
2011	Multi Purpose Trails	20,000	20,018	40,018	27,218	12,799	Ongoing				12,799	
		3,153,800	446,805	3,600,605	2,297,259	1,303,345		-11,410	0	122,090	1,192,665	0

Project Name		Original Budget	Additional Funding / ctwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2015	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	New Integrated Library System	50,000		50,000	42,675	7,325	In progress				7,325	
2014	Skylight Replacement				5,393	-5,393	Costs incurred after project closed	-5,393				
2012	Library Phone System	30,000		30,000	26,128	3,872	Complete	3,872				
		80,000	0	80,000	74,197	5,803		-1,522	0	0	7,325	0

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2015	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Retail Market Demand Analysis	50,000		50,000	8,935	41,065	Completion March 2016				41,065	
2014	Cmap Mobile Mapping Application	17,000		17,000	19,334	-2,334	Complete	-2,334				
2014	St Thomas Railway Corridor Area Study	35,000		35,000	32,120	2,880	Completion December 2015				2,880	
2013	Population & Housing Projections	15,000		15,000	14,544	456	Complete	456				
2006	Official Plan	79,250	126,043	205,293	177,392	27,901	Completion Early 2016				27,901	
		196,250	126,043	322,293	252,325	69,968		-1,878	0	0	71,846	0

Project Name		Original Budget	Additional Funding / clwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2015	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
	2013 Transit Automated Call Out & Display (PGT)	100,000		100,000	0	100,000	Installation done but needs to be tested and no invoice provided as of yet.			100,000		
		100,000	0	100,000	0	100,000			0	100,000		0

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Design and Engineering Plan for Reconstruction of Runway 31-15	40,000		40,000	31,141	8,859	Completion December 2015				8,859	
2013	Airport Fed/Prov Zoning	66,000	-33,779	32,221	14,933	17,288	Ongoing				17,288	
2012	Airport Bulk Water Meter - FGT	65,000		65,000	1,444	63,556	Completion fall 2016					63,556
2011	Airport-Fire Protection Hydro System	45,000		45,000	7,410	37,590	Ongoing				37,590	
		216,000	-33,779	182,221	54,928	127,293		0		0	63,737	63,556

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2016	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Queen Street - Centre Street to Wellington Street	40,000		40,000	12,443	27,557	Ongoing					
2015	Manor Road - Wellington to Highview	660,000		660,000	1,901	658,099	Ongoing				27,557	
2015	Street Light Efficiency Project	1,250,000		1,250,000	1,647	1,248,353	Ongoing				658,099	
2015	Burwell Road and Access to Burwell Park - Midblock Intersection Ped...	150,000		150,000	3,521	146,479	Ongoing				1,248,353	
2015	Sidewalk Replacement and Pedestrian Safety Improvements	300,000		300,000	134,176	165,824	Ongoing				146,479	
2015	Annual Pavement Structure and Curb/Gutter Replacement Program	520,808		520,808	104,774	416,034	Ongoing				165,824	
2015	Annual Road Rehabilitation Program	200,000		200,000	11,783	188,217	Ongoing				416,034	
2015	Annual Road Maintenance Crack Sealing & Durapatch	50,000	22,267	72,267	41,904	30,363	Complete	30,363			188,217	
2015	First Avenue CN Track Crossing Rehabilitation	90,000		90,000	63,938	26,062	Complete	26,062				
2015	Community Recycling Centre (Phase 2 of 2)	1,300,000		1,300,000		1,300,000	Completion 2016					
2015	Pump Rebuild										1,300,000	
2015	Edward Street/Burwell Road Intersection	760,000		760,000	97,094	-97,094	Ongoing				-97,094	
2015	Stanley Street - William Street to Sunset Drive	105,000		105,000	17,709	742,291	Ongoing				742,291	
2015	Hydrant Flow Testing	50,000		50,000	26,505	78,495	Ongoing				78,495	
2015	Annual Lead and Galvanized Water Service Replacement Program	50,000	49,217	99,217	38,231	50,000	Complete	11,769				
2015	Elm Street - First to Meehan Abandon 200mm Main	200,000		200,000		200,000	Ongoing				99,217	
2015	Annual Watermain Rehabilitation Program	455,000	678,509	1,133,509	943,710	189,799	Ongoing				200,000	
2015	Annual SCADA Upgrades System Wide	82,000		82,000	33,948	82,000	Ongoing				189,799	
2015	Centrifuge Replacement at WPCP	360,000	268,550	628,550	14,898	613,652	on hold until biosolids handling determined				48,052	
2015	Decommission of Plant 1	150,000		150,000	143,446	6,554	Complete	6,554			613,652	
2015	Talbot Street - Stanley Street to Metcalfe Street	2,650,000	346,585	2,996,585	20	2,996,565	Ongoing				2,996,565	
2015	Hughes Street - Barwick Street to Highway #3	220,000		220,000		220,000	Ongoing				220,000	
2015	Annual WPCP Improvements	375,000	405,828	780,828	240,060	540,768	Ongoing				540,768	
2015	Annual Pumping Station Upgrades and Cleaning	125,000	265,043	390,043	27,450	362,593	Ongoing				362,593	
2015	Annual Inflow and Infiltration (I&I) Monitoring Program	70,000		70,000	14,941	55,059	Ongoing				55,059	
2015	Annual Mainline Sewer (Full Length and Spot Repair) and Private Drain...	300,000	384,272	684,272	6,529	677,743	Tender Awarded				677,743	
2015	Disconnection of Weeping Tiles from Sanitary Sewer Prevent Basement...	400,000		400,000	29,841	370,159	Ongoing				370,159	
2015	Culvert Outfall Remediation	100,000		100,000		100,000	Ongoing				100,000	
2015	L&PS Corridor Drainage Issue (Elmdale Cemetery)	60,000		60,000	4,255	55,745	Ongoing				55,745	
2015	Annual Maintenance Hole Lining and Benching Program in Cul-De Sacs...	30,000	92,351	122,351		122,351	Ongoing				122,351	
2015	Engineering Drawing Filing Cabinet Replacement	30,000		30,000		30,000	Project for use in 2016					
2015	Annual Sewer Video Inspections - Streets and Ravines	100,000	257,101	357,101	47,695	309,406	Tender Awarded					30,000
2014	ASWSS Financial Plan Update		48,440	48,440		0	Complete	0				
2014	Fairview Avenue - Elm to Southdale - Class Environmental Assessment	30,000	-16,311	13,689	4,640	9,049	Complete	9,049				
2014	Elmينا Street Culvert Repair				1,984	-1,984	Complete	-1,984				
2014	Public Works Service Centre Upgrades	400,000		400,000	67,492	332,508	Work in progress Waiting for MTO permit				332,508	
2014	Coulter Avenue Connection to Wellington Street (Inter-Municipal Conn.)	194,000		194,000	2,936	191,064	In progress pending invoices from MCE				191,064	
2014	Wellington St. - Hedges Ct. To Centennial Ave. (Inter-Municipal Connection)	365,000		365,000	16,112	348,888	In progress pending invoices from MCE				348,888	
2014	Talbot Street Streetscape Improvements - Final Design for Two Street Blocks	180,000		180,000	168,667	11,333	Consultant awarded - design ongoing					
2014	Talbot Street East Sanitary Sewer Installation	250,000		250,000	6,794	243,206	2015 completion after PIC funding invoices from MCE				11,333	
2014	Community Recycling Centre (Phase 1 of 2)	800,000		800,000	221,098	578,902	Design consultant hired - Trust Fund grant pending				243,206	
2014	Annual Water Meter Replacement Program	400,000	1,519,362	1,919,362		1,919,362	Installation pending AMR proposal award				578,902	
2014	Annual Water Conservation Program	50,000	46,431	96,431		96,431	Consultant awarded - 2016 completion					1,919,362
2014	Water Circulation Pumps for 3 Looped Arcus	45,000		45,000		45,000	Complete	45,000				96,431
2014	Water Sampling Stations Installation	25,000		25,000		25,000	Complete	25,000				
2014	WP/CP - New Standby Power Provision	100,000		100,000	22,875	77,125	Construction 2016				77,125	
2014	WP/CP - Decommissioning Plant #3	200,000		200,000	200,000	0	Complete	0				
2014	Street Light Efficiency Improvement (Phase 1 of 4)	1,250,000		1,250,000	895	1,249,105	Construction 2016					1,249,105
2014	Public Works Service Centre Storage Building Upgrades	60,000		60,000	97,298	-37,298	Complete	-37,298				
2014	Hughes Street - Barwick Street to Highway 3 Storm Sewer Replacement	370,000		370,000	47,070	322,930	Construction 2016					322,930
2014	Erie Street - Ross Street to Smith Avenue (Phase 1 of 3)	952,000	119,250	1,071,250	1,355,498	-284,248	Deficiencies 2016				-284,248	
2014	Annual Traffic Signal Maintenance Program	110,000	80,120	190,120		190,120	Complete	190,120				
2014	Annual Street Light Maintenance Program	20,000	94,388	114,388	64,840	49,548	Complete	49,548				
2014	Bridge and Culvert Rehabilitation - BR010 Sunset Over Kettle Creek ...	2,500,000		2,500,000	1,207,121	1,292,879	Tender awarded - 2015 completion				1,292,879	
2014	WP/CP - Digester Design	350,000		350,000	80,797	269,203	Study of options is progress by consultant				269,203	

[illegible]



2011	Class EA Dalewood Bridge	65,000	27,131	92,131	76,796	15,335	Consultant awarded - study in progress						15,335
2011	Class EA Elm Street (Wilson - First)	100,000		100,000	30,155	69,845	Consultant RFP pending						69,845
2011	Fifth Ave Watermain Replacement & Lining	32,000		32,000	10,973	21,027	Complete		21,027				
2011	Design-Lake Margaret Water Quality Mgmt	58,600		58,600	107,027	-48,427	Complete		-48,427				
2011	Sewer Needs & Financial Study	120,000		120,000	61,692	58,308	Consultant awarded - study in progress					58,308	
2011	Watermain Looping - Inkerman to Balachava	89,000		89,000	13,107	75,893	MTO easement pending before consturion 2015						
2011	Waste Water PCP CSO Improvements	140,000		140,000	19,555	120,445	Ongoing					120,445	
2011	Waste Water PCP CSO Improvements	80,000		110,000	103,319	6,681	Complete		6,681				
2011	Automated Water Meter Reading Program	2,000,000	30,000	2,000,000	17,535	1,982,465	AMR proposal award pending						1,982,465
2011	AMR Installation	15,000		15,000		15,000	AMR proposal award pending						15,000
2010	In-House Federal Gas Tax Expenditures	45,000											
2010	Re-wire Traffic Signals-Burwell/South Edgeware & Fifth	17,000	65,000	110,000	70,813	39,187	Complete						
2010	Hepburn Ave (Elm-Cliddon) Water/Sewer Design	40,000		17,000	4,016	12,984	Complete		39,187				
2010	Route Patrol Manager (part of CMMS)	100,000		40,000	16,607	23,393	Complete		12,984				
2010	Piping in Chamber Maintenance	7,500	35,000	100,000	76,910	23,090	Close and move to 2016 Route Patrol IT capital project.		23,393				
				42,500	15,762	26,738	Ongoing		23,090			26,738	
2009	Edward/Burwell Intersection	30,000	14,286	44,286	78,131	-33,845	Complete						
2009	Chestnut St (Ross-Fifth)	1,593,000	135,390	1,728,390	1,628,390	100,000	Complete awaiting final invoicing		-33,845				
2009	Design -Alexandria Ave (Talbot -Redan)	35,000		35,000	36,197	-1,197	Complete		-1,197				
2008	Wellington St. Design	40,000		485,708	374,526	111,182	Complete						
2008	Inkerman St. (Edward - Hwy #3)	342,000	30,979	372,979	305,277	67,702	Complete - Fees Bylaw - awaiting final invoices		111,182				
2008	Elm St/Peachtree Blvd Intersection - Con & Sanitary Sewer Install	598,000	558,860	1,156,860	994,792	162,068	Complete - Fees Bylaw - cost sharing MCE				67,702		
2008	Elgin/Gladstone/Ravine (FGT)	2,100,000	610,239	2,710,239	2,744,846	-34,607	Complete		-34,607		162,068		
2006	Erosion Control-Chestnut at Mill Creek	168,000	30,000	198,000	4,842	193,158	Capitai project in 2016			193,158			
		42,251,081	8,105,193	50,356,274	23,244,303	27,111,971		1,536,442		237,081	1,014,671	16,225,106	8,096,671

Project Name		Original Budget	Additional Funding / cfwd from prev yr	Revised Budget	Actual Cost Oct/15	Actual Surplus (Deficit) Oct/15	Comments as at October 31, 2015	Work Completed Close Project	Transfer to 2016	Work Completed Final Accounting Pending	Tender Awarded or Project in Progress	Project in Planning/Design Phase
2015	Dishwasher Repalcement	65,000		65,000	54,964	10,036	Complete	10,036				
2015	Resident Lifting (Mechanical Lifts, Overhead Lifts and Slings)	45,000		45,000	47,518	-2,518	Complete	-2,518				
2015	Medical Equipment - Nursing	19,000		19,000	6,896	12,104	Ongoing				12,104	
2015	Permanent Canopy	18,000		18,000	10,380	7,620	Ongoing				7,620	
2015	Activation Projects-Counsell Estate	20,000	6,959	26,959		26,959	Ongoing				26,959	
2014	Workforce Management Scheduling and Time/Attendance System	40,000		40,000	30,769	9,231	Completion July 2016				9,231	
2014	Furniture Replacement	25,000		25,000	2,069	22,931	Completion March 2016				22,931	
2014	Disinfectors (2)	16,000		16,000	8,801	7,199	Complete	7,199				
2014	Building Restoration	26,000		26,000	27,849	-1,849	Complete	-1,849				
	Community Room Redesign				5,571	-5,571	Costs incurred after project closed	-5,571				
	Courtyard Revitalization				2,153	-2,153	Costs incurred after project closed	-2,153				
		274,000	6,959	280,959	196,970	83,989		5,144	0	0	78,845	0



Corporation of the  
City of St. Thomas

Report No.  
TR 31-15  
File No.

<b>Directed to:</b>	Mayor Heather Jackson and Members of City Council	<b>Date Authored: 12/01/15</b> <b>Meeting Date: 12/7/15</b>
<b>Department:</b>	Treasury	<b>Attachments</b>  <b>Schedule “A”</b>
<b>Prepared By:</b>	David G Aristone, Director of Finance and City Treasurer	
<b>Subject:</b>	<b>September 30, 2015 Current Budget Monitoring Report</b>	

**Recommendation:**

THAT: Council receive Report TR 31-15 for information

**Background and Comments:**

At its August 16, 2004 meeting, Council directed Administration to provide a June 30 and September 30 current budget monitoring report each year.

Pursuant to Council’s direction, we have developed a current budget monitoring report using financial information as at September 30, 2015. The Report uses financial information and other knowledge available to staff as at the reporting date to project the operating surplus/deficit for the year.

**September 30, 2015 Current Budget Monitoring Report**

Attached Schedule “A” identifies projected operating surplus and deficit information by functional area for 2015 as provided by departments. It is noted that functional areas not identified on the Schedule are predicted to be in line with approved budget estimates. At this time we forecast a 2015 operating surplus of \$102,661.

We will update our projection early next year with the 2015 year end reporting.

Respectfully submitted,

David G. Aristone, CPA, CA  
Director of Finance and City Treasurer

**Reviewed By:**

Treasury      Env Services      Planning      City Clerk      HR      Other

W.S. GRAVES  
CITY MANAGER

Schedule A			
September 30, 2015 Current Budget Monitoring Report			
Department	Surplus (Deficit)	Description of Surplus (Deficit) Item	
Parks and Rec - Property Maintenance	(17,000)	Justice Building - electrical repairs.	
Airport	(31,500)	Various items in maintenance and repairs	
Human Resources	(23,000)	Workers Compensation, legal fees.	
Building Services	149,161	Building permit fees are higher than estimated. (repay City for 2014 deficit)	
Ontario Works	75,000	Various line items in Ontario Works and Housing	
Health Services	(50,000)	Grant to Cemetery	
Total Surplus/(Deficit)	<u>102,661</u>		
<b>Note:</b>			
Functional areas not shown in the above are projected to have no surplus or deficit for 2015.			



Corporation of the

**City of St. Thomas**Report No.  
MAAC- 01-15

File No.

Directed to: Mayor Heather Jackson and Members of Council

Meeting Date:  
December 7, 2015  
Date Authored:  
November 30, 2015

Department:

Prepared By: Ed McLachlan, Chair,  
Municipal Accessibility Advisory CommitteeAttachment  
• Site Audit Reports 2015Subject: **Municipal Accessibility Advisory Committee Annual Site Audit Report – 2015****Recommendation:**

THAT: Municipal Accessibility Advisory Committee Annual Site Audit Report MAAC-01-15 be received for information; and further

THAT: Report MAAC-01-15 be referred to the Accessibility Technical Committee.

**Origin:**

Under the Ontarians with Disabilities Act, Ontario government ministries, municipalities, hospitals, school boards, colleges, universities and public transportation organizations are required to develop annual Accessibility Plans to make policies, practices, programs, services and buildings more accessible to people with disabilities.

The Act also requires the City to establish a Municipal Accessibility Advisory Committee. Part of the Committee's duty is to complete annual Site Audit Reports for all City owned facilities and provide accessibility recommendations to City Council.

**Analysis:**

The annual Site Audit Report updates Council on successful completion from prior years documented deficiencies, continuing deficiencies from prior years, and new accessibility deficiencies. The Site Audit Reports are incorporated into the City's annual Accessibility Plan, which is subsequently submitted to the Province.

The Committee has completed the Site Audit Reports for 2015 and is providing them to Council for information.

**Financial Considerations:**

As a result of completed Site Audit Reports where accessibility needs are identified, deficiencies are prioritized by staff, and are either funded from departmental Operating Budgets, or they may be considered during the Capital Budget process.

Respectfully Submitted,

Ed McLachlan  
Chair  
Municipal Accessibility Advisory Committee

Reviewed By: \_\_\_\_\_  
Treasury      Env Services      Planning      City Clerk      HR      Other

**PINAFORE PARK**

**Parking:** There are 21 Disabled Parking Spaces located throughout the park.

- 3 outside Emslie Field; 1 missing vertical sign
- 15 spaces along Ernie Higginbottom Way
- 4 spaces at the Dance Pavillion
- 4 spaces at the Lakeside Pavillion
- 2 spaces opposite the Memorial Gardens

**Picnic Tables:** Signage indicating wheelchair accessible tables is not visible at a distance. The signage is affixed to the top surface of the tables.

- There are NO wheelchair accessible picnic tables at the Dance Pavillion.
- ...Lakeside Pavillion
- ...Ernie Higgin pavilion

**Washroom Accessibility:** There is only one wheelchair accessible washroom for all of Pinafore Park and it is limited in the times it is open – 'Open Summer Weekends, weather permitting.' There are several concerns:

- Its location at the M. F. Jones Bandshell is at the furthest point from the park entrance.
- There are no signs indicating its location
- Its hours of operation.
- There are no wheelchair accessible washrooms within Emslie Field

**WATERWORKS PARK**

**Parking:** 7 Disabled Parking Spaces – 6 in main parking lot, 1 within complex

- 2 spaces available by splash-pad/washroom area. However the spaces are gravel and could pose mobility and safety issues.
- No disabled parking spaces allocated in the parking area near the reservoir.

**Picnic Tables:** There are NO wheelchair accessible picnic tables at Waterworks Park.

**DOUG TARRY BASEBALL COMPLEX**

**Parking:** 7 Disabled Parking Spaces – 6 in main parking lot, 1 within complex

- 2 spaces without proper signage (only markings on the pavement) in the main lot.

**Picnic Tables:** Signage indicating wheelchair accessible is not visible at a distance. The signage is affixed to the top surface of the tables.

- Recommend painting the ends/edges of wheelchair accessible tables blue in order to be visible from a distance.

**Safety/Mobility Issues:**

- Wheelchair access to sidewalk from roadway behind diamond #5 is beside a storm drain and approximately a 3 inch rise from the drain to the bottom of the curb. (Photos 1, 2)
- Several wide cracks between sections of walkway concrete. The most significant being behind diamond #1 (Photos 3, 4 Pictured with ruler to provide reference to their width)
- Several sections of the walkways have significant slopes to them that could pose a problem to those with vision difficulties or unsteady gaits if not made more visible. Recommend marking areas with yellow striping so inclines are more visible. (Photo 5)

**LIBRARY**

- Parking lot at east end – some cracks but area will be reviewed once status of existing Police Building is determined
- Review water fountain as to possibly increasing number and type
- Suggest contrast tape for edge of stairs for stairway in centre of building
- Review concrete pillars for use of objects to help identify edges of pillars
- No use of flashing lights at exits but not sure if there are required as per Fire Code.
- 2014 issues all complete & progressing well with 2015 plans.

**TOURISM BUILDING**

- Parking lot – poor surface, lack of signage to direct visitors – No disability parking spot
- No accessible automatic door into building
- One exit door needs an exit sign (east north door)
- Not all exits accessible from inside building to get out as there is a drop to get down when outside

**TIMKEN CENTRE**

- Suggest colour contrast on edge of stairs in center of building
- Suggest grab bar for both of urinals – 1 per each washroom
- Check large accessible washroom doors for any problems with opening as some doors don't swing easily
- Community Kitchen in Doug Tarry area – check if lower cabinets with plumbing should have a cover
- Main ice pad – stairs well marked and large space available for wheel chairs.

**Photo 1****Photo 2****Photo 3****Photo 4****Photo 5**







## You have the power to Give Life. Wrap It Up Red this Holiday Season.

Dear Mayor Jackson,

This holiday season, you have the power to Give Life.

From **December 2 through to December 31** we are asking mayors from coast to coast to wrap their communities up in red in support of blood donation. To a hospital patient and their family, there is no better gift. This is the time of year where collecting blood is a challenge; yet patient need is ongoing.

**This December, more than 125,000 appointments are needed across Canada... that's 125,000 opportunities to Give Life.**

There are so many ways to get involved and lead your community, empowering them to help and change the life of a loved one or a complete stranger. **We are here to make it easy.**

Enclosed is a **special campaign package** that includes all the tools to inspire your community to take action:

- ♣ General information about the Wrap It Up Red campaign
- ♣ Wrap It Up Red social media and key messages
- ♣ A Wrap It Up Red Proclamation statement
- ♣ Give Life stickers
- ♣ A Give Life door decal for your office
- ♣ Information about local Blood Donor Clinics

When you sign up, we will post your participation on our website [www.blood.ca/wrapitupred](http://www.blood.ca/wrapitupred) page. As communities sign on from coast to coast, you can see who has joined the movement to Give Life.

In addition to blood donation, there are other ways your communities can get involved, they can register to donate stem cells or cord blood or they can commit today to donate organs, eyes or tissues in the future.

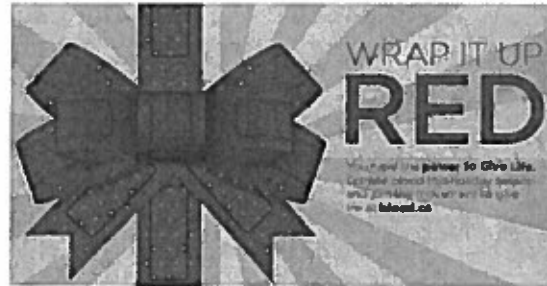
St. Thomas has two clinics this December and we are really looking for your support in getting the word out about our December 23<sup>rd</sup> clinic. With this clinic so close to the holiday, much of the blood collected in St. Thomas will be used over the holiday period. During the December 23<sup>rd</sup> clinic we will also be running a One Match Stem Cell registration event. Another way people in the community can give back this holiday season.

Thank you in advance for your support!

Chris Hardy  
Territory Manager  
Canadian Blood Services  
[chris.hardy@blood.ca](mailto:chris.hardy@blood.ca)  
519-690-3989



Canadian Blood Services  
*it's in you to give*



### **Mayoral Notes Wrap It Up Red – to be customized**

---

This December, St. Thomas you have the power to wrap it up red and Give Life.

This is Heather Jackson mayor of the city of St. Thomas and this holiday I am challenging everyone in St. Thomas to give a gift that can't be bought, to Give Life by donating blood and stem cells. To our local hospital patients and their family, there is no better gift.

It's a busy time of year, but the need for blood and stem cell donations doesn't take a holiday.

With 100 appointments needed to be filled at the December 23<sup>rd</sup> St. Thomas Clinic and stems cells transplants waiting to happen, it's time to book your appointment or to register to become a stem cell donor. Go to [blood.ca](http://blood.ca) today and wrap up the St. Thomas community in red.

Ask your friends, family, and coworkers to join you. Post, Tweet, Share.... St. Thomas you have the power to help spread the word.

---

### ***Prepopulated tweets for the Mayors to share:***

- 💧 Donate blood this holiday season and #GiveLife
- 💧 100 appointments in St. Thomas need to be filled in December @itsinyoutogive #GiveLife
- 💧 Wrap it up red this holiday season by donating blood #GiveLife @itsinyoutogive
- 💧 This holiday, give a gift that can't be bought. Donate blood and stem cells #GiveLife @itsinyoutogive



Canadian Blood Services  
*it's in you to give*



## **PROCLAMATION**

### **CANADIAN BLOOD SERVICES' WRAP IT UP RED HOLIDAY CAMPAIGN DEC. 2-31, 2015**

**WHEREAS:** This December, new donors are needed to donate blood in St. Thomas to Give Life; and

**WHEREAS:** There is a constant need for blood in our community for lifegiving surgeries and medical treatments; and

**WHEREAS:** Canadian Blood Services' national Wrap It Up Red holiday campaign is calling on Canadians to fill 125,000 appointments in December to donate blood to ensure patients have the blood and blood products they need over the holiday season

**THEREFORE, I,** Heather Jackson, mayor of St. Thomas, do hereby proclaim that Dec. 2 to 31, 2015, be known as:

**“CANADIAN BLOOD SERVICES' WRAP IT UP RED HOLIDAY CAMPAIGN”**

in the city of St. Thomas

---

Heather Jackson  
Mayor

DATED THIS     DAY OF                      2015.

110



Canadian Blood Services  
*it's in you to give*



City of St. Thomas  
Received

NOV 30 2015

City Clerks Dept.

**Your Worship, Heather Jackson, Mayor of St. Thomas:**

During the month of December, Canadian Blood Services is calling upon mayors from across Canada to wrap their communities up in red in support of blood, stem cell, cord blood and organ donations. To hospital patients and their families, there can no better gift than giving life.

This is the time of year when collecting blood is a challenge. This December, 125,000 appointments need to be filled. As mayor, you have the power to raise awareness in your communities. Please help us save lives in your region and across the country.

We hope we can count on your support this holiday season.

Leah Hollins  
Chair, Canadian Blood Services

## Lead the movement ...

Find Canadian Blood Services on Facebook, Twitter or Instagram and encourage your community to #GiveLife and share a bandage pic. A sample shot is included in this package. You can help inspire others by sharing your own story on how blood donations have touched your life or the life of someone you love.



/itsinyoutogive



/itsinyoutogive



/itsinyoutogive

**Make a proclamation at city council or share these messages on your website or in your newsletters:**

- ◆ This holiday, give a gift that can't be bought: Give Life. Wrap it up red this December!
- ◆ You can give the perfect gift to make someone's holidays unforgettable. You can Give Life.
- ◆ This December, more than 125,000 appointments need to be filled. You have the power to Give Life and fill one.

**Get involved in a blood donor clinic and encourage others to join you by sponsoring a clinic, donating blood or visiting and thanking donors at a clinic near you.**

**[www.blood.ca/wrapitupred](http://www.blood.ca/wrapitupred)**

City of St. Thomas  
Received

NOV 25 2015

City Clerks Dept.

November 23, 2015

City of St. Thomas  
c/o Heather Jackson  
P.O. Box 520, 545 Talbot St.  
St. Thomas, ON N5P 3V7


Dear Heather,

On February 22, 2016 we will once again mark Thinking Day for WAGGGS (World Association for Girl Guides and Girl Scouts).

It has been a traditional event to fly the WAGGGS flag at City Hall during Thinking Day week and we are inviting you to join us to raise the flag. We are requesting that this take place on Tuesday February 16<sup>th</sup> at 4:00 pm. We will also have some of our guiding members to stand proud and represent their level of guiding.

Please send confirmation to the address below.

Yours in guiding,



Darlene Morphy  
Community Guider  
St. Thomas

6 Caldwell St.  
St. Thomas, ON  
N5R 5J1  
519-633-0999



*From the Office of the Mayor*

**THE CORPORATION OF THE UNITED TOWNSHIPS OF  
HEAD, CLARA & MARIA**  
15 Township Hall Road  
STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: [twpshcm@xplornet.com](mailto:twpshcm@xplornet.com), Mayor Gibson: [hcmjimg@gmail.com](mailto:hcmjimg@gmail.com)

Honourable Kathleen Wynne, Premier  
Legislative Building – Room 281  
Queen's Park  
Toronto ON M7A 1A1

City of St. Thomas  
Received

NOV 13 2015

City Clerks Dept.

**Re: Dissolution of Local Emergency Response Board and Request for Services**

---

Dear Premier Wynne

At its meeting of Saturday, August 29, 2015 the Council of the United Townships of Head, Clara & Maria decided after considerable debate and public consultation to discontinue its agreement with neighbours for the provision of auto-extrication along the Trans-Canada Highway 17 which divides our municipality.

Although this was council's decision, the option had essentially been taken from us by the partner members of the North Renfrew Emergency Response Unit Board. It is our understanding that due to limited municipal resources and conflicting demands on those resources a number of fire departments are beginning to limit the services they are able to provide to their neighbours. This is a disconcerting trend; particularly when the services being provided are in fact provincial responsibility.

Although multi-faceted, one component of the on-going debate was the point that the highway is a provincial asset, owned and maintained in all other respects by the province and/or its contractors? Why and how did the provision of auto-extrication services as a result of motor vehicle accidents become the responsibility of local municipalities?

During public consultation Council promised as part of the decision making process to notify the province of the dissolution of this board and the now unprotected span of provincial

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.  
HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.

highway throughout our municipality. We were further tasked with requesting that the province take the steps necessary to provide for the health, welfare and safety of the travelling public through our municipality and in fact across the province by making accommodation for the provision of this service.

We respectfully request that the province take a serious look at filling this void throughout the province and allocate the resources necessary to provide this potentially lifesaving service in a timely manner.

Sincerely

Jim Gibson, Mayor

mr

Cc: Hon. Steven Del Duca, Minister of Transportation  
Mr. Jim Wilson, MPP, Leader, Official Opposition  
Ms. Andrea Horwath, Leader of the New Democratic Party of Ontario  
John Yakabuski, MPP Renfrew-Nipissing-Pembroke  
Ontario Municipalities for Support

Enclosure: Minutes of Council meeting of August 29, 2015



**THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA****Minutes August 29, 2015**

Minutes of a special meeting of Council held on Saturday, August 29, 2015 at 11:18 h. in the Municipal Hall.

**1. Call to Order and Moment of Silent Reflection**

**2. ROLL CALL**

The following were present Mayor Gibson Councillors: Dave Foote, Debbi Grills.

Staff: Melinda Reith, Clerk/CAO, member of the public.

Absent: Councillor Bob Reid.

Regrets/Excused: Councillor Calvin Chartrand.

Late: n/a

**3. Recital of the Municipal Mission and Vision**

**4. DISCLOSURE of PECUNIARY INTEREST & GENERAL NATURE THEREOF**

Pecuniary Interest applies to you if it applies to clubs/organizations you are involved in, your employer, or activities of your children, parents or spouse; - None

Resolution #29/08/15/001

Moved by Councillor Foote and Seconded by Councillor Grills

**WHEREAS** the North Renfrew Emergency Management Board met in June of 2015 and unanimously proposed to dissolve the NRERU Board and agreement with instructions to bring the decision back to each individual municipality;

**AND WHEREAS** the towns of Deep River and Laurentian Hills have already resolved to dissolve the board and unit;

**AND WHEREAS** it is a fact that providing emergency rescue services along the Trans Canada Highway 17 throughout Head, Clara & Maria is a provincial responsibility;

**AND WHEREAS** HCM has completed its due diligence and is satisfied that there is no legal obligation or liability in disbanding this agreement;

**AND WHEREAS** continuation in the agreement is not likely even if HCM fronted the requested \$30,000 for equipment as Deep River and Laurentian Hills do not wish to continue and can withdraw from the agreement with 60 days notice;

**THEREFORE BE IT RESOLVED THAT** after careful consideration and public consultation the Council of the Municipality of the United Townships of Head, Clara & Maria does hereby formally declare its interest to join with the towns of Deep River and Laurentian Hills and jointly dissolve the North Renfrew Emergency Rescue Unit service, board and agreement effective September 1, 2015.

**AND FURTHER THAT** as per the board's recommendation the Auto Extrication Unit ownership be transferred to the Town of Laurentian Hills.

**AND FURTHER THAT** the balance of the operating and capital reserve funds be divided and returned at 80% to the Town of Deep River and 20% to the United Townships of Head, Clara & Maria.

**AND FURTHER THAT** the staff of HCM are authorized to contact the province through the premier's office and the Ontario Ministry of Transportation informing them of Council's decision and requesting that they take the steps necessary to obtain adequate safety and protective services for the travelling public for our section of the Trans Canada Highway 17 and other under serviced areas of the province.

Carried Unanimously

**Action:** Clerk to send notice and a copy of the resolution to CAOs of Laurentian Hills and Deep River.

**5. QUESTIONS AND ANSWERS – none**

- i. Clerk – resolution for next meeting following decision to change time
- ii. Councillor Foote – contact province about emergency services – resolution to be circulated for support

**6. CONFIRMATION OF PROCEEDINGS**

Resolution # 29/08/15/002

Moved by Councillor Grills and Seconded by Councillor Foote

**BE IT RESOLVED THAT** By-Law 2015 -16 being a by-law to confirm proceedings of the Council of the United Townships of Head, Clara & Maria at its special meeting held on Saturday, August 29, 2015 be read a first time short and passed.

Carried Unanimously

**7. ADJOURNMENT**

Resolution # 29/08/15/003

Moved by Councillor Foote and seconded by Councillor Grills

**WHEREAS** with the last meeting of Council being held in June there is a substantial volume of material to be discussed at the meeting of September 11 it is recommended that the meeting start earlier than the regular time of 14:00h;

**THEREFORE BE IT RESOLVED THAT** this meeting adjourn at 11:24 h. to meet on Friday, September 11, 2015 at 13:00 h.

Carried Unanimously

---

Mayor – Jim Gibson

---

Clerk – Melinda Reith



# Municipality of Neebing

4786 Highway 81

Neebing, Ontario P7L 0B5

TELEPHONE (807) 474-5331

FAX (807) 474-5332

E mail – neebing@neebing.org

Rosalie Evans,  
Solicitor-Clerk  
Erika Kromm,  
Treasurer

Councillors  
Erwin Butikofer  
Curtis Coulson  
Bill Lankinen  
Mike McCooye  
Roger Shott  
Brian Wright

Mayor Ziggy Polkowski

October 9, 2015

Open Letter to All Municipal Councils in Ontario

City of St. Thomas  
Received

NOV 18 2015

City Clerks Dept.

**Attention: Municipal Clerk**  
(for inclusion in the agenda for a meeting of your Council)

**Re: Consultation on the Police Services Act**

Dear Municipal Council of an Ontario Municipality:

The Council of The Corporation of the Municipality of Neebing considered and passed the enclosed resolution at its meeting held on September 16<sup>th</sup>, 2015.

As you can see, the Council is seeking support for its position from other Ontario Municipalities.

Together, we should be able to achieve a positive result for our constituents.

Thank you for your consideration.

Yours truly,

Rosalie A. Evans  
Solicitor-Clerk  
On behalf of Mayor Ziggy Polkowski

Moved by: Councillor Coulson;

Seconded by: Councillor Lankinen

WHEREAS the Province has begun a process of public consultation relating to the Police Services Act;

AND WHEREAS The Corporation of the Municipality of Neebing continues to have significant concerns and objections to the amount of money that the Provincial Government expects Municipalities to pay for either having its own police service, for contracting with the Ontario Provincial Police, or for employing the Ontario Provincial Police through the 'default' provisions of the Police Services Act;

AND WHEREAS the consultation statement issued by the Province indicates that the Province is seeking input on (among other matters) how to "clarify police duties, modernize training programs and deliver services using a range of public safety personnel";

AND WHEREAS Ontario's provincial and municipal police forces are among the highest paid police services in Canada;

AND WHEREAS the residents of Canada deserve appropriate and affordable police protection:

THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Municipality of Neebing is urging all municipalities in Ontario, whether or not they have municipal police forces, to participate in the consultation process;

AND FURTHER THAT the Council of The Corporation of the Municipality of Neebing believes that effective community policing can be undertaken without the use of uniformed police officers through the use of a two-tiered system that would allow municipalities to recruit non-uniformed safety personnel for day to day policing, relying on uniformed officers only for significant high-level criminal investigations and/or matters requiring particular expertise or specialized equipment;

AND FURTHER THAT such a system would be delivering "services using a range of public safety personnel";

AND FURTHER THAT such a system should allow Ontario's municipalities to utilize uniformed police services on a fee-for-service basis at the times when the services are required;

AND FURTHER THAT this would allow highly trained and specialized police officers to utilize their skills and abilities where required, focusing on higher-order criminal activity;

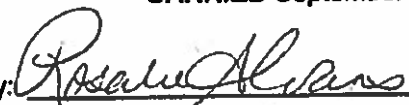
AND FURTHER THAT this would save significant taxpayer dollars at both the municipal and provincial orders of government without causing a deterioration in public safety and protection;

AND FURTHER THAT the Police Services Act should be amended to allow such a system to operate in Ontario;

AND FURTHER THAT the Council of The Corporation of the Municipality of Neebing seeks support for this position from other Ontario municipalities.

Resolution No. 2015-09-339  
CARRIED September 16, 2015

Certified as a true copy:

  
Rosalie A. Evans, Solicitor - Clerk

LA CORPORATION DU / THE CORPORATION OF

CANTON DE **CHAMPLAIN** TOWNSHIP

BUREAU ADMINISTRATIF / ADMINISTRATION OFFICE  
 948 est, chemin Pleasant Corner Road East  
 Vankeek Hill, Ontario (K0B 1R0)

613-678-3003  
 (fax) 613-678-3363

November 16, 2015

The Honourable Yasir Naqi  
 Minister of Community Safety and  
 Correctional Services  
 25 Grosvenor Street, 18<sup>th</sup> Floor  
 Toronto, ON M7A 1Y6

City of Champlain  
 Received

NOV 16 2015

City Clerk Dept.

**RE: Review of the new OPP billing model**

At its meeting held on November 11, 2015, Council for Champlain Township passed resolution 2015-438 requesting that the Minister of Community Safety and Correctional Services (MCSCS) review and reconsider the new OPP billing model and implement a more equitable formula including an in-depth review of the current expenditures in order to reduce the cost per household.

A copy of Council's resolution 2015-438 dated November 11, 2015 is attached for your consideration.

Yours truly,

A handwritten signature in cursive script, appearing to read "Alison Collard".

Alison Collard  
 Clerk

cc: The Honourable Kathleen O. Wynne  
 The Honourable Charles Sousa  
 Gary McNamara, AMO President  
 Grant Crack, M.P.P. Glengarry-Prescott-Russell  
 Ontario Municipalities served by the OPP

Enc.

**TOWNSHIP OF CHAMPLAIN**

ITEM NO.	7.3.4
DATE	November 11, 2015
RESOLUTION NO.	2015-438

**MOVED BY** ☐ Troy Carkner ☐ Paul Emile Duval  
☐ Jacques Lacelle ☐ Helen MacLeod  
☒ Gérard Miner ☐ Pierre Perreault  
☐ Normand Riopel ☐ Marc Séguin

**SECONDED BY** ☐ Troy Carkner ☒ Paul Emile Duval  
☐ Jacques Lacelle ☐ Helen MacLeod  
☐ Gérard Miner ☐ Pierre Perreault  
☐ Normand Riopel ☐ Marc Séguin

**WHEREAS** the Minister of Community Safety and Correctional Services (MCSCS) announced at the August 2013 meeting of the Association of Municipalities of Ontario that, in response to municipal concerns, the OPP and the Ministry were developing a new, simplified billing model for OPP municipal police services;

**WHEREAS** this proposed new billing model would be based on principles of fairness and transparency with the intent to provide fair and transparent cost recovery;

**WHEREAS** the mandate to develop this new billing model did not include examination and review of expenditures in order to reduce the costs of OPP services per household;

**WHEREAS** the new billing model was implemented in 2015 and will be phased in over a three (3) year period;

**WHEREAS** the Township of Champlain's 2015 OPP Services invoice was \$1,387,765, an increase of \$167,249 over 2014;

**WHEREAS** the 2016 OPP invoice for Champlain Township increases another \$196,769 to a total of \$1,584,534;

ITEM NO.	7.3.4
DATE	November 11, 2015
RESOLUTION NO.	2015-438

**BE IT RESOLVED THAT** the Township of Champlain request that the Minister of Community Safety and Correctional Services (MCSCS) review and reconsider the new OPP billing model and implement a more equitable formula including an in-depth review of the current expenditures in order to reduce the cost per household.

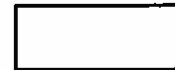
**BE IT FURTHER RESOLVED THAT** this Resolution be forwarded the Premier of Ontario, Minister of Community Safety and Correctional Services, Ministry of Finance, AMO, Grant Crack, MPP Glengarry-Prescott-Russell, and to all municipalities serviced by the OPP.



**Carried**



**Carried  
as amended**



**Defeated**

**Gary J. Barton, Mayor**

MMM Group Limited  
2655 North Sheridan Way, Suite 300  
Mississauga, ON Canada L5K 2P8  
t: 905.823.8500 | f: 905.823.8503  
  
www.mmm.ca

City of St. Thomas  
Received

NOV 13 2015

City Clerks Dept.

November 10, 2015

Mr. Wendell Graves  
CAO  
Corporation of the City of St. Thomas  
545 Talbot Street, P.O. Box 520  
St. Thomas, ON N5P 3V7

**RE: HIGHWAY 3 TRANSPORTATION NEEDS ASSESSMENT STUDY,  
ST. THOMAS TO ALYMER**

**Our File: 3215046**

---

Dear Mr. Graves,

MMM Group Limited has been retained by Elgin County to undertake a Transportation Needs Assessment Study for Highway 3 from St. Thomas to Aylmer. The purpose of the study is to identify short-, medium-, and long-term needs of the Highway 3 corridor from St. Thomas to Aylmer.

The study will review the existing highway corridor in terms of traffic operations, safety, and geometry. A strategy for the Highway 3 corridor will be developed to address future needs based on traffic growth, land use/development, and other factors that will affect traffic volumes and patterns. The need for and/or timing of the Highway 3 By-pass will be a key consideration of the study.

The Ontario Ministry of Transportation is involved in the study, and the project team will report findings to municipal Councils at key milestones in the future. The study is currently in its initial phases, and we anticipate completion in 2016.

As part of the study, we will consult with stakeholder municipalities to gain their input and their perspective on the existing and future needs of the corridor. To that end, we would like to invite you to meet with the project team in late November. We propose to have a combined meeting with representatives from the Township of Southwold, the City of St. Thomas, and the Municipality of Central Elgin. We will contact you via e-mail to arrange a meeting date and time. The meeting will be held at the County Building.





Yours truly,



Copies: Clayton Watters, Elgin County  
Danuta Mahabir, Ministry of Transportation  
Michael Chiu, MMM Group

REFERRED TO  
J. LAWRENCE  
P. KEENAN



123

Special Events Committee  
c/o Clerk's Dept.  
P.O. Box 520, City Hall  
St. Thomas, ON N5P 3V7  
Att: Councilor Steve Wookey

November 1, 2015

City of St. Thomas  
Received  
NOV 16 2015  
City Clerks Dept.

RE: GREAT LAKES INTERNATIONAL AIRSHOW 2016

Dear Sir

Please find attached the SPECIAL EVENT APPLICATION for our airshow charity fundraiser to be held at the St. Thomas Municipal Airport June 17-19, 2016.

The Great Lakes International Air Show (GLIAS) is held every other year at the St. Thomas Municipal Airport in St. Thomas, Ontario. This premier event showcases some of the world's most advanced aircraft and attracts local and international attendees. Funds raised benefit the St. Thomas Elgin Hospital Foundation, the Military Family Resource Centre (London), St. John Ambulance (St. Thomas), and the Air Cadets.

Since it's inception in 2006, the show attracted approximately 100,000 visitors and raised more than \$150,000 for charity. Expected performers once again include the world renowned Royal Canadian Air Force Snowbirds. As in 2011 and 2013, to avoid congestion our proven plan which included free busing of show patrons will be continued and improved to provide seamless parking and transportation for all, including those with accessibility issues.

As in past shows, we ask that the municipality endorse this community based family friendly event on behalf of our named charities. We are asking for permission to utilize the municipal airport for this aerial event. We have been working closely over the past months with airport Superintendent Dale Arndt to ensure this will once again be a safe and enjoyable event for everyone. Set-up for the show commences on or about Monday June 13th with removal of all show related material from the site by Tuesday June 21st. We have also sent communications to the police and fire services as well as the public health unit informing them of our plans. We are once again consulting with Central Elgin, the County, and OPP on matters related to their areas of interest.

As in the past we will independently secure event insurance in the amount of \$20,000,000, and name the City of St. Thomas as an additional insured. We understand that approval of this event is contingent on securing insurance, however, in the meantime while we await response from the underwriter, we ask that the committee approve this application 'in principal' as soon as possible (subject to insurance) so that we might move ahead with planning. Trusting that the information contained in this application meets the committee's needs, if further information is required please contact me at your earliest convenience.

Respectfully,

Jim Banman

A handwritten signature in blue ink, appearing to read "Jim Banman", written over a horizontal line.

President

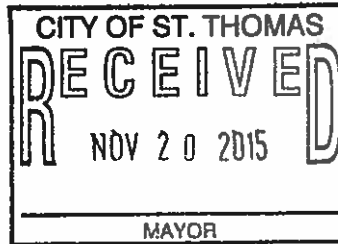
info@glias.ca

**Ministry of Finance**

Office of the Minister  
7<sup>th</sup> Floor  
Frost Building South  
7 Queen's Park Cr  
Toronto ON M7A 1Y7  
Tel (416) 325-0400  
Fax (416) 325-0374  
www.fin.gov.on.ca

**Ministry of  
Municipal Affairs and Housing**

Office of the Minister  
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777 Bay Street  
Toronto, ON M5G 2E5  
Tel (416) 585-7000  
Fax (416) 585-6470  
www.mah.gov.on.ca



November 17, 2015

City of St. Thomas  
Received

NOV 26 2015

Dear Head of Council:

City Clerks Dept.

We are writing to announce the release of the Ontario Municipal Partnership Fund (OMPF) program allocations for 2016.

In 2016, the Province will provide a total of \$505 million in unconditional funding through the OMPF to 388 municipalities across the province. This funding, combined with the municipal benefit resulting from the provincial uploads, will total more than \$2.3 billion in 2016. This is nearly four times the level of funding provided in 2004.

As you know, 2016 is the final year of the phase-down of the OMPF program that was announced in 2012, and was part of our 2008 upload agreement with the Association of Municipalities of Ontario (AMO) and other municipalities. The redesigned program, introduced in 2014, supports municipalities with limited property assessment; recognizes the unique challenges of northern and rural municipalities; and better targets funding to northern and rural municipalities with more challenging fiscal circumstances.

Over the past year, the Province has continued to consult with AMO and other municipal representatives to further refine the design of the OMPF to ensure that the program meets the long-term priorities of municipalities. The 2016 OMPF reflects the core objectives of the redesigned program, while balancing the range of views expressed by municipalities through this year's consultations.

As announced in the 2015 Ontario Budget, to further support northern municipalities, the Northern Communities grant component of the OMPF will be enhanced to \$84 million in 2016, increasing the total 2016 OMPF to \$505 million rather than the \$500 million previously planned for 2016.

The 2016 program will further target funding to northern and rural municipalities with more challenging fiscal circumstances by increasing the Northern and Rural Fiscal Circumstances Grant to \$67 million from \$55 million in 2015.

Also beginning in 2016, the Rural Communities Grant, which continues to support rural farming communities, will be enhanced to \$143 million. This funding increase will be targeted to municipalities with the highest levels of farm land, in recognition of their unique challenges.

.../cont'd

Through the consultation process, we have heard that ensuring a manageable transition to the redesigned program continues to be an important focus for many municipalities. In response to this feedback, the 2016 minimum funding guarantees for municipalities in southern Ontario will be increased to at least 85 per cent of their 2015 OMPF allocation. Northern municipalities will continue to receive at least 90 per cent of their 2015 OMPF allocation. These minimum levels of support will be further enhanced up to 100 per cent for municipalities with more challenging fiscal circumstances.

The Ministry of Finance's (MOF) Provincial-Local Finance Division will be providing your municipal Treasurers and Clerk-Treasurers with further details on the 2016 OMPF. This information and other supporting materials will be posted in both English and French on the MOF website: <http://www.fin.gov.on.ca/en/budget/ompf/2016>

We are also pleased to continue our commitment to the phased upload of Ontario Works (OW) benefit and court security and prisoner transportation costs. This builds on the Province's previous uploads of Ontario Drug Benefits (ODB) and Ontario Disability Support Program (ODSP).

As a result of the uploads, municipalities will benefit from more than \$1.8 billion in reduced costs in 2016 alone. Combined with the OMPF, this is the equivalent of 13 per cent of municipal property tax revenue in the province.

Despite the phase-down of the OMPF, our commitment to the provincial uploads means that overall support to municipalities will continue to increase, with the provincial uploads more than offsetting the reduction to the program.

Our government has a very strong record of supporting and working with municipalities. In 2016, municipalities will benefit from more than \$3.8 billion in ongoing support through the OMPF, provincial uploads, and other provincial initiatives – an increase of \$2.7 billion from the level provided in 2003.

Our significant investments in municipal infrastructure are supporting communities across Ontario.

Ontario is making the largest infrastructure investment in Ontario's history with more than \$130 billion over ten years. These investments will benefit municipalities across the province, whether it's a new school, repairs to provincial highways or funding to help a municipality make critical repairs to a local bridge.

.../cont'd

Included in this plan is Moving Ontario Forward – the Province's plan to invest \$31.5 billion in transit, transportation and other priority infrastructure across Ontario 10 years. As part of Moving Ontario Forward, the permanent \$100 million per year Ontario Community Infrastructure Fund (OCIF) is supporting the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities. Also included as part of this plan is the \$15 million annual investment for the new Connecting Links program beginning in 2016.

We look forward to continuing to work with our municipal partners to ensure the design of the OMPF continues to reflect the long-term priorities of municipalities.

Sincerely,

A black ink signature, likely of Charles Sousa, consisting of a series of loops and a long horizontal stroke.

Charles Sousa  
Minister  
Ministry of Finance

A blue ink signature, likely of Ted McMeekin, featuring a large loop at the top and a horizontal stroke at the bottom.

Ted McMeekin  
Minister  
Ministry of Municipal Affairs and Housing



City of St. Thomas  
Received

DEC 01 2015

City Clerks Dept.

November 30, 2015

Greetings,

With the New Year fast approaching, our Office would like to provide you with information about the expansion of the Ombudsman's jurisdiction to municipalities. As of January 1, 2016, the Ombudsman can begin accepting, resolving and investigating complaints about municipalities under the *Public Sector and MPP Accountability and Transparency Act, 2014*. The Ombudsman's jurisdiction will extend to municipalities, local boards and municipally-controlled corporations, with some exceptions as set out in regulation.

The Ontario Ombudsman is an independent officer appointed by the Legislative Assembly of Ontario to conduct impartial investigations into individual and systemic issues relating to the administrative conduct of public bodies. The Ombudsman's services are available to anyone free of charge.

As we do with the tens of thousands of provincial complaints we handle every year, we will work to resolve complaints about municipalities wherever possible. We resolve most complaints without the need for an investigation or report.

We are an office of last resort, meaning individuals should exhaust any available appeal mechanisms (such as the Ontario Municipal Board) before complaining to the Ombudsman. The Ombudsman also strongly encourages municipalities to resolve local issues at the local level, and to create their own complaint resolution mechanisms, which may include appointing accountability officers such as integrity commissioners, ombudsman and auditors general.

If internal complaint mechanisms are unable to resolve the problem and the Ombudsman determines that an investigation is warranted (either into an individual complaint issue or a broader systemic one), relevant municipal sector entities will be notified by our Office and required to co-operate with our investigation. The Ombudsman may report findings and recommendations publicly. However, the Ombudsman cannot overturn any decisions of a municipal sector entity, and recommendations are not binding.

The Ombudsman's Office has 40 years of experience in resolving and investigating administrative problems throughout the provincial government. We handle more than 23,000 complaints each year by applying alternate dispute resolution strategies – resolving over half of all cases in less than two weeks.

At the same time, almost all of the Ombudsman's recommendations for systemic change have been accepted by the government in the past 10 years, resulting in administrative improvements that have positively affected millions of Ontarians (e.g., expansion of newborn screening, a more secure lottery system, better monitoring of unlicensed daycares). We have always received excellent co-operation from the public bodies we oversee.

We have recently reached out to the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario and other stakeholders to share information about our Office's role. Today, we are also inviting you to complete a brief online survey (information attached) that will help us in responding to any complaints we may receive about your municipality. Please note



that we are seeking contact information for officials who have direct responsibility for areas related to complaint resolution, as opposed to protocol officers or communications staff. Although we are happy to deal with these officials for communications-related matters, when we make inquiries about complaints, we communicate directly with staff who have the most relevant information about the matter at issue.

For more information about how we work and our new mandate with respect to municipalities, you might wish to review our Frequently Asked Questions at <https://ombudsman.on.ca/About-Us/MUS-FAQ.aspx> and our new brochure, *Complaints about Municipalities*, at <http://www.ombudsman.on.ca/Resources/Brochure.aspx>.

We also have an Open Meeting Law Enforcement Team which deals with complaints that municipal meetings have been improperly closed to the public under the *Municipal Act*. For more information on the activities of the Open Meeting Law Enforcement Team, please see our OMLET Annual Report here: <https://ombudsman.on.ca/Investigations/Municipal-Meetings/Municipal-Annual-Reports.aspx>.

Our latest Annual Report, published in July for the 2014-2015 fiscal year, also provides a good overview of our work. It can be found online here: <https://ombudsman.on.ca/Resources/Reports/2014-2015-Annual-Report.aspx?lang=en-CA>. You can also receive information about our office monthly by subscribing to our e-newsletter at <https://ombudsman.on.ca/Newsroom/E-Newsletter.aspx>.

My team and I would be happy to answer questions, provide copies of our publications, or connect you with our colleagues who will be working on municipal cases. Please contact us by emailing [thewatchdog@ombudsman.on.ca](mailto:thewatchdog@ombudsman.on.ca), or call our Communications Officers: Laura Nadeau (416-586-3402) or Cynthia McQueen (416-586-3525).

Sincerely,

Linda Williamson  
Director of Communications, Office of the Ombudsman of Ontario

Encl.

NOV 12 2015

City Clerks Dept.

**From:** Ryan Deska [mailto:[rdeska@ruralontarioinstitute.ca](mailto:rdeska@ruralontarioinstitute.ca)]  
**Sent:** November-10-15 9:47 AM  
**Subject:** Nominations Open for ROI's Youth Engagement Showcase

Attention Clerks: This email is intended for Mayors and Councillors. Thank you for passing it along.

**Which young leaders are taking charge and tackling important local issues in your community? The Rural Ontario Institute would like to hear from you.**

Starting November 2<sup>nd</sup>, 2015 you have the opportunity to nominate an Engaged Rural Youth – or young adult (under 29) – from your community to be profiled in the Rural Ontario Institute's *Youth Engagement Showcase*.

Through this initiative ROI is looking to:

1. Profile compelling stories of youth engagement
2. Highlight the impact youth can have in their local communities
3. Demonstrate how communities of all shapes and sizes, are successfully engaging and supporting youth in addressing local challenges.

From these nominations, a selection committee will identify 4-8 compelling stories to be profiled through short video documentaries (3-4 minutes each) to be filmed in each nominee's hometown.

These documentaries will showcase these individuals' accomplishments and the community of support around them. In addition to these showcase stories, other strong nominations will be considered for ROI's online blog.

For more details on this initiative, and for nomination criteria, please visit the link below.

**Nominate an Engaged Rural Youth Now!**

Note: While our focus is on gathering stories of individual youth, we are also interested in hearing about programs or organizations that have successfully promoted/enabled youth engagement in rural Ontario.

For more details, please contact:

Ryan Deska  
Project Lead| Youth Engagement Showcase  
Rural Ontario Institute  
[rdeska@ruralontarioinstitute.ca](mailto:rdeska@ruralontarioinstitute.ca)  
519-826-4204

Nomination Link: [http://www.ruralontarioinstitute.ca/youth\\_engagement\\_showcase.aspx](http://www.ruralontarioinstitute.ca/youth_engagement_showcase.aspx)



## Youth Engagement Showcase

Thank you for your interest in nominating an Engaged Rural Youth in your community.

Through this initiative, with a focus on rural Ontario, ROI is looking to:

Profile compelling stories of youth engagement

Highlight the impact youth can have in their local communities

Demonstrate how communities of all shapes and sizes, are successfully engaging and supporting youth in addressing local challenges.

ROI will select 4–8 compelling stories from these nominations to be profiled. Particularly strong nominations will also be considered for ROI's online blog. Each story will be told through a short video documentary (3–4 minutes) to be filmed in their hometown. These documentaries will showcase the individual's accomplishments as well as the community of support around them.

To best capture the contributions of this individual, and the local programs/organizations in which they are involved, we encourage you to consider the criteria listed below.

### About Your Nominee: What to include in your nomination

When considering final selections for the Youth Engagement Showcase, nominations will be evaluated on the following three categories:

**Story:** Tell us a compelling story about your nominee – what kinds of activities have they been involved in, and why could their story be an inspiration to other rural youth?

**Impact:** Identify any tangible success stories/outcomes stemming from their engagement. How have they improved the community(s) they have been working in?

**Programming & Organizations:** List any programming and/or organizations they have been involved in and describe how these have supported or inspired civic engagement.

*\*Note: if you would like to nominate an organization or a program that has had a significant impact on youth engagement in your community, please do, but please also include an individual that exemplifies its success.*

### What Qualifies for Rural Youth Engagement?

In order to qualify, the following criteria will be considered:

**Geography:** We are looking to showcase youth engagement taking place in rural communities. Please try to identify the nature of the geography(s) at play.

**Age:** Youth is considered to be individuals 29 and under.

**Activities:** Civic engagement, for the purpose of this initiative, encapsulates a wide variety of activities aimed at community betterment. Some examples of civic engagement include, but are not limited to:

- Local volunteering
- Youth Advisory Committees
- Fundraising
- Formal political involvement
- Recreational event planning
- Advocacy on local issues

## Nomination Form: Youth Engagement Showcase

\* indicates required field.

### Nominee Contact Information

First Name:\*

Last Name:\*

Email:\*

Phone:

Address:\*

Town:\*

Postal Code:\*

Age:\*

*If nominee is under 18 years of age*

Parent/Guardian Name:

Parent/Guardian Email:

Parent/Guardian Phone:

Is your nominee and/or their parent/guardian aware of this nomination?\*

☐ Yes ☐ No

About Your Nominee

Using the criteria listed above (story, impact, programming & organizations) please provide a detailed summary as to why you think your nominee should be featured in the Rural Ontario Institute’s Youth Engagement Showcase)

*Please Note: All personal information collected is for the sole purpose of establishing consent for participation in this project and for the internal selection of featured stories. Nominees will be contacted prior to any release of information in accordance with Ontario privacy legislation. All nominees have the option to decline participation. For those under the age of 18, signed consent from a parent or legal guardian must be obtained prior to participation.*

Ministry of Citizenship,  
Immigration and International  
Trade

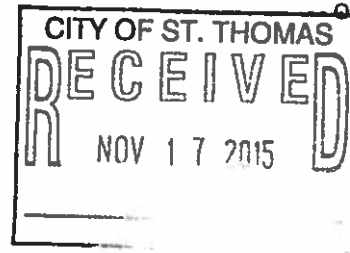
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Ministère des Affaires civiles,  
de l'Immigration et du Commerce  
international

Ministre

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Télec.: (416) 325-6195



City of St. Thomas  
Received

NOV 24 2015

City Clerks Dept.

November, 2015

Dear Friends:

I am pleased to invite you to participate in two of Ontario's volunteer recognition programs for 2016.

The Ontario government recognizes volunteers from all sectors through the following programs:

**The Ontario Medal for Young Volunteers** - presented to young volunteers between the ages of 15 and 24 for their actions and dedication to improve the quality of life in their communities and beyond.

Deadline for nominations is **January 15**

**The Ontario Volunteer Service Awards** - in recognition of continuous years of service to a single community organization.

Deadline for nominations is **January 25**

**Here is what you need to do to submit a nomination:**

- Visit [ontario.ca/honoursandawards](http://ontario.ca/honoursandawards);
- Click on the icon for the specific award program for which you wish to submit a nomination;
- Download the appropriate PDF form;
- Read the eligibility criteria and instructions carefully; and
- Fill out the form and submit it on or before the deadline date.

Instructions for submitting your package can be found on the website.

If you have any questions please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391.

Thank you for participating.

Yours truly,

Michael Chan  
Minister