

# Municipality of Lakeshore

## Regular Council Meeting Agenda



Tuesday, September 28, 2021, 5:00 PM

Electronically hosted from Council Chambers, 419 Notre Dame Street, Belle River

Pages

1. Call to Order

2. Closed Session

**Recommendation:**

Council move into closed session in Council Chambers at 5:00 PM in accordance with:

- a. Paragraph 239(2)(e), (f) and (k) of the *Municipal Act, 2001* to discuss litigation affecting the municipality, advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, relating to the Amy Croft area;
- b. Paragraph 239(2)(a) of the *Municipal Act, 2001* to discuss the security of the property of the municipality relating to information technology security;
- c. Paragraph 239(2)(d) and (f) of the *Municipal Act, 2001* to discuss labour relations or employee negotiations and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, relating to a mandatory vaccination policy; and
- d. Paragraph 239(2)(d) of the *Municipal Act, 2001* to discuss labour relations or employee negotiations relating to collective agreements relating to a paid holiday.

3. Return to Open Session

4. Moment of Reflection

5. Disclosures of Pecuniary Interest

6. Recognitions

7. Public Meetings under the Municipal Act

**1. Tax Adjustment under the Municipal Act, 2001, s.357**

6

**Recommendation:**

Authorize the reduction of taxes under s. 357 of the *Municipal Act, 2001* totaling \$16,051.16 for adjustments affecting the 2020, 2021 taxation years, as outlined in the report from Finance Services presented at the September 28, 2021 Council meeting.

**8. Public Presentations**

**9. Delegations**

**1. Data Backup and Disaster Recovery – Service Levels**

9

**Recommendation:**

Authorize a first charge in the amount of \$30,000 to the base budget commencing in the 2022 budget to support annualized costs of the proposed data backup and discovery strategy, as presented at the September 28, 2021 Council Meeting.

1. Gary Walker and Peter Daher, Optimus Tech

**10. Completion of Unfinished Business**

**11. Consent Agenda**

**Recommendation:**

Approve minutes of the previous meetings as listed on the Consent Agenda.

**1. September 14, 2021 Regular Council Meeting Minutes**

12

**2. September 16, 2021 Special Council Meeting Minutes**

18

**12. Reports for Information**

**Recommendation:**

Receive the Reports for Information as listed on the agenda.

**1. Drainage Board meeting July 5th, 2021**

29

**2. Recruitment Challenges**

34

**13. Reports for Direction**

- |   |                |
|---|----------------|
| <b>1. Short-term Accommodation Rentals – Results of Public Consultation Process</b>   | <b>41</b>      |
| <br><b>Recommendation:</b><br>Direct Administration to include a provision in the upcoming Zoning By-law Update to restrict short-term rental accommodations to primary residences only; and<br><br>Direct Administration to include resources in the 2022 Budget for education and enforcement relating to noise, parking and property standards by-laws, particularly relating to short-term rental accommodations, as presented at the September 28, 2021 Council meeting. |                |
| <br><b>2. COVID-19 Resilience Infrastructure Stream Grant – Local Government Intake</b>   | <br><b>109</b> |
| <br><b>Recommendation:</b><br>Direct the Clerk to read By-law 84-2021 authorizing the Mayor and Clerk to execute the COVID-19 Resilience Infrastructure Stream transfer payment agreement for \$479,000 during the “Consideration of the By-laws”, as further described in the September 28, 2021 Council meeting report.   |                |
| <br><b>3. A By-law to deem a certain Lot to no longer be a Registered Lot on a Plan of Subdivision (Lot 1, Registered Plan 1568) in the Municipality of Lakeshore</b>   | <br><b>169</b> |
| <br><b>Recommendation:</b><br>Direct the Clerk to read By-law 79-2021 during the “Consideration of By-laws” in order to deem Lot 1 in Registered Plan 1568 in the Municipality of Lakeshore as no longer forming part of a plan of subdivision, as further described in the report presented at the September 28, 2021 Council meeting.   |                |
| <br><b>4. Subdivision Agreement of the Lakeshore New Centre Estates Phase 3B</b>  | <br><b>175</b> |
| <br><b>Recommendation:</b><br>Direct the Clerk to read By-law 78-2021, during the “Consideration of By-laws” to authorize the Mayor and Clerk to execute a Subdivision Agreement with the Owner of Phase 3B of Lakeshore New Centre Estates.  |                |

**5. Tracey Estates Phase 2 Subdivision Agreement 183**

**Recommendation:**

Direct the Clerk to read By-law 77-2021, during the “Consideration of By-laws” to authorize the Mayor and Clerk to execute a Subdivision Agreement with the Owner of Phase 2 of Tracey Estates.

**6. Employee Vaccination Policy for the Municipality 191**

**Recommendation:**

Direct the Clerk to read by-law 83-2021 adopting Council Policy - Employee COVID-19 Vaccination Policy, as presented at the September 28, 2021 Council meeting.

**14. Announcements by Mayor**

**15. Reports from County Council Representatives**

**16. Report from Closed Session**

**17. Notices of Motion**

**18. Question Period**

**19. Non-Agenda Business**

**20. Consideration of By-laws**

**Recommendation:**

By-laws 77-2021, 78-2021, 79-2021, 82-2021, 83-2021 and 84-2021 be read and passed in open session on September 28, 2021.

**1. By-law 77-2021, Being a By-law to authorize the execution of a Subdivision Agreement pertaining to Raymond Joseph Tracey & Deborah Dalane Tracey (Tracey Estates Phase 2) 194**

**2. By-law 78-2021, Being a By-law to authorize the execution of a Subdivision Agreement pertaining to Lakeshore New Centre Estates Ltd. (Phase 3B) 215**

**3. By-law 79-2021, Being a By-law to Deem Certain Lots to no Longer be Registered Lots on a Plan of Subdivision 242**

**4. By-law 82-2021, Being a By-law to Confirm Proceedings of Council for September 14th and September 16th, 2021 244**



- |    |   |     |
|----|---|-----|
| 5. | By-law 83-2021, Being a By-law to Adopt an Employee COVID-19 Vaccination Policy for the Municipality of Lakeshore                                   | 245 |
|    |   |     |
| 6. | By-law 84-2021, Being a By-law to Authorize the Mayor and Clerk to Execute the COVID-19 Resilience Infrastructure Stream Transfer Payment Agreement | 251 |

**21. Adjournment**

**Recommendation:**

Council adjourn its meeting at \_\_\_\_ PM.

# Municipality Lakeshore - Report to Council

## Finance & Technology

## Accounting & Revenue Services



**To:** Mayor & Members of Council  
**From:** Michelle Heslop, Team Leader – Revenue  
**Date:** September 9, 2021  
**Subject:** Tax Adjustment under the Municipal Act, 2001, s.357

---

### Recommendation

Authorize the reduction of taxes under s. 357 of the *Municipal Act, 2001* totaling \$16,051.16 for adjustments affecting the 2020, 2021 taxation years, as outlined in the report from Finance Services presented at the September 28, 2021 Council meeting.

### Background

Under section 357 of the *Municipal Act, 2001*, ratepayers may make application to the municipality for adjustments to property taxes as a result of changes to the property affecting assessment. Such changes may include demolition of structures, assessment office clerical errors, reduced space used for business, properties becoming exempt, etc.

### Comments

Administration has reviewed all applications received and the properties meeting the requirements under s.357 of the *Municipal Act, 2001* to receive property tax adjustments are listed in the attached Schedule "A".

Administration is supportive of the Municipal Property Assessment Corporation's revised assessment amounts and Administration recommends approving the adjustment to taxes.

### Others Consulted

The Municipal Property Assessment Corporation provided assessment information to assist in adjustment calculations.

## Financial Impacts

The tax reduction breakdowns are as follows:

Municipal portion: \$ 7,455.66  
County portion: \$ 5,877.22  
Education portion: \$ 2,718.28

The municipal portion of the cost is charged to the Finance Services budget centre, Property Tax Write-offs Expense account.

## Attachment

Schedule A – s.357 Applications – Properties Eligible for Tax Adjustments.

## Report Approval Details

Document Title:	S.357 Writeoffs.docx
Attachments:	
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Jessica Gaspard

Kristen Newman

Truper McBride

**Properties Eligible for Tax Adjustments**

Roll #	Year	Class	Assessment Amount From	Assessment Amount To	Reduction	Municipal Adjustment	County Adjustment	Education Adjustment	Total Tax Writeoff	Reason
010 000 01502	2021	RT	69000	8000	6100	\$331.15	\$258.47	\$80.80	\$670.42	Demolition
010 000 02001	2020	RT	799000	0	799000	\$4491.49	\$3,572.92	\$1,122.27	\$9,186.68	Class Change
010 000 02001	2020	FT	0	799000	-799000	\$(1,122.85)	\$(893.41)	\$(280.57)	\$(2,296.83)	
110 000 00750	2021	RT	205000	86000	119000	\$451.80	\$352.64	\$110.24	\$914.68	Demolition
200 000 14900	2021	RT	306000	213000	93000	\$503.27	\$392.82	\$122.80	\$1,018.89	Fire
380 000 09600	2021	RT	213000	60000	153000	\$601.92	\$469.81	\$146.87	\$1,218.60	Fire
590 000 01900	2021	RT	246000	155000	91000	\$331.43	\$258.69	\$80.87	\$670.99	Demolition
600 000 05713	2019	IT	20625	0	20625	\$141.62	\$114.51	\$157.45	\$413.58	Class Change
600 000 05713	2019	RT	256375	256090	285	\$1.01	\$0.81	\$0.27	\$2.09	
600 000 05713	2020	IT	20700	0	20700	\$246.22	\$195.84	\$258.75	\$700.81	Class Change
600 000 05713	2020	RT	269300	269000	300	\$1.84	\$1.46	\$0.46	\$3.76	
600 000 05713	2021	IT	95700	0	95700	\$1,165.67	\$909.84	\$842.16	\$2,917.67	Class Change
600 000 05713	2021	RT	228300	26900	-40700	\$(255.21)	\$(199.20)	\$(62.27)	\$(516.68)	
730 000 08700	2021	RT	235000	101000	134000	\$566.30	\$442.02	\$138.18	\$1,146.50	Substantially Unusable
<b>Total</b>						<b>\$7,455.66</b>	<b>\$5,877.22</b>	<b>\$2,718.28</b>	<b>\$16,051.16</b>	

# Municipality of Lakeshore – Report to Council

## Chief Administrative Officer

### Information Management & Technology Solutions



**To:** Mayor & Members of Council  
**From:** Truper McBride, CAO  
**Date:** September 15, 2021  
**Subject:** Data Backup and Disaster Recovery – Service Levels

---

#### Recommendation

Authorize a first charge in the amount of \$30,000 to the base budget commencing in the 2022 budget to support annualized costs of the proposed data backup and discovery strategy, as presented at the September 28, 2021 Council Meeting.

#### Background

The Organizational Review accepted by Council in March 2021 presented a number of recommendations to guide the restructuring of the Information Management and Technology Division over the next five to ten years (Appendix A). The recommendations specifically highlight vulnerabilities to the Municipality's data backup processes as presented below:

##### **Business Continuity/ Disaster Recovery Plan is not in place**

- Business impact analysis and IT risk assessments are not conducted to determine recovery time objectives. As a result, threats and vulnerabilities of IT infrastructure are not being identified and the proper IT controls and security tools are not in place.
- Budget has been allocated for the development of BCP/DR but requires a lead resource and engagement with the business to effectively execute.
- Implications – data quality and reliance is compromised with data exposed to risk of loss and privacy breaches

In August 2021, Administration proceeded with the development of a Business Continuity and Disaster Recovery Plan which is nearly complete. This strategy will guide IT operations should a disaster event be experienced.

Due to near disaster events experienced in August, Administration proceeded to enter a temporary offsite backup agreement with no fees for 60 days. This backup service ensures critical systems are backed up nightly to offsite storage locations in separate geographies to provide redundancy.

On September 15<sup>th</sup> 2021, a disaster event was realized with the Municipality's Exchange Server (Email). The full impact of this disaster event could have been catastrophic with complete loss of email data if the temporary backup solution put in place in August had not been executed.

This report is being brought to Council to recommend increasing levels of service in IT to support a new backup and disaster mitigation program and address significant risk the Municipality.

## **Comments**

### **Data Backup and Disaster Recovery Service Enhancement**

The Municipality's existing backup solution is high risk and requires modernizing. As a result of a series of system outages, work stoppages, and security concerns, experienced in the month of August and September, Administration has developed a new backup solution which will begin storing the Municipality's data in a secure off-site location in the cloud. Administration is recommending moving immediately to an increased level of service in order to address risks and realized vulnerabilities to municipal operations.

This backup solution is considered an industry best practice and significantly shields the Municipality from ransomware attacks and protection of data/privacy as a result of cyber security breaches. Currently the Municipality pays \$25,000 in cybersecurity insurance premiums, which will climb over time should the cybersecurity measures such as this not be put in place.

Should Council chose not to proceed with the recommended action and maintain existing service levels regarding backups, the Municipality will be accepting the risks presented related to privacy, cybersecurity, ransom attacks, and data loss.

## **Others Consulted**

Gary Walker, Optimus SBR.

## **Financial Impacts**

In order to support increased service levels and address the significant risk concerns identified in this report to protection of privacy, Administration is recommending \$30,000 be pre-dedicated to the base of the draft 2022 Budget as an annualized support cost for the new remote cloud backup solution. Administration will manage the support costs for the remainder of 2021 through existing budgets and wage gapping from IT.

Administration is able to fund the \$12,000 cost of the on-site hardware required to support the proposed backup solution through the existing Backup Enhancement budget that was not spent.

## Attachments

Appendix A - IT Review Findings and Recommendations

### Report Approval Details

Document Title:	Data Backup and Disaster Recovery Service Level.docx
Attachments:	
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Jessica Gaspard

Kristen Newman

# Municipality of Lakeshore

## Minutes of the Regular Council Meeting

Tuesday, September 14, 2021, 5:30 PM

Electronically hosted from Town Hall, 419 Notre Dame Street, Belle River



Members Present: Mayor Tom Bain, Deputy Mayor Tracey Bailey, Councillor Steven Wilder, Councillor Len Janisse, Councillor Kelsey Santarossa, Councillor John Kerr, Councillor Kirk Walstedt, Councillor Linda McKinlay

Staff Present: Chief Administrative Officer Truper McBride, Corporate Leader - Growth & Sustainability Tammie Ryall, Corporate Leader - Operations Krystal Kalbol, Corporate Leader - Strategic & Legal Affairs Kristen Newman, Division Leader - Building Services Morris Harding, Division Leader - Civic Affairs Brianna Coughlin, Division Leader - Financial Analysis & Planning Jessica Gaspard, Interim Division Leader - Information Management & Technology Solutions Mark Donlon

---

### 1. Call to Order

Mayor Bain called the meeting to order at 5:34 PM in Council Chambers. All other members of Council participated in the meeting through video conferencing technology from remote locations.

### 2. Closed Session

**274-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Councillor McKinlay

Council move into closed session in Council Chambers at 5:30 PM in accordance with:

- a. Paragraph 239(2)(f) of the *Municipal Act, 2001* to discuss advice that is subject to solicitor-client privilege, including communications necessary for that purpose relating to a property on Comber Road.

In Favour (7): Mayor Bain, Deputy Mayor Bailey, Councillor Janisse, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

**Carried**



Councillor Steven Wilder joined the meeting in closed session at 5:36 PM.

**3. Return to Open Session**

Council returned to open session at 6:25 PM.

**4. Moment of Reflection**

**5. Disclosures of Pecuniary Interest**

**6. Recognitions**

**7. Public Meetings under the Planning Act**

**1. Zoning By-law Amendment (ZBA-1-2021) – 2730 County Road 42**

Mayor Bain called the public meeting to order at 6:25 PM.

Planner Aaron Hair provided a PowerPoint presentation as overview of the application.

Jackie Lassaline was present on behalf of the Applicant and provided a PowerPoint presentation in support of the application.

Mayor Bain closed the public meeting at 6:42 PM.

Ms. Lassaline advised that the Applicant would be supportive of a temporary use by-law if such a by-law can be extended for the maximum three years more than once.

**276-09-2021**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor Kerr

Defer consideration of the zoning by-law amendment and the site plan application and direct Administration to prepare a Temporary Use By-law to allow the use of the parking of the transport trailers.

In Favour (5): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, and Councillor McKinlay

Opposed (3): Councillor Wilder, Councillor Janisse, and Councillor Walstedt

**Carried**

## 2. **Removal of Gross Floor Area Requirement in the Mixed Use Zone**

Mayor Bain called the public meeting to order at 6:59 PM.

Planner Ayusha Hanif provided a PowerPoint presentation as overview of the application.

There were no members of the public registered to speak to the application.

Mayor Bain closed the public meeting at 7:10 PM.

**277-09-2021**

**Moved By** Councillor Walstedt

**Seconded By** Councillor Kerr

Approve Zoning By-law Amendment Application ZBA-25-2021 (By-law 73-2021, Lakeshore By-law 2-2012, as amended), to remove the Maximum Gross Floor Area requirement of 3,000 square metres in the Mixed Use zone under Section 8.6 of Zoning By-law 2-2012.

In Favour (5): Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (3): Mayor Bain, Councillor Wilder, and Councillor Janisse

**Carried**

## 3. **Zoning By-law Amendment ZBA-24-2021 RE 1734 Caille Avenue**

Mayor Bain opened the public meeting at 7:22 PM.

Planner Ayusha Hanif provided a PowerPoint presentation as overview of the application.

Applicants Sue Lachapelle and Scott Furtah were present electronically and available to answer questions relating to the application.

Mayor Bain closed the public meeting at 7:38 PM.

**278-09-2021**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor McKinlay

Approve Temporary Zoning By-law Amendment Application ZBA-24-2021 (By-law 72-2021, Lakeshore By-law 2-2012) to permit a Home Industry as a temporary use at 1734 Caille Avenue for a maximum period of 1 year,

as shown on the Appendix A – Key Map, as presented at the September 14, 2021 Council meeting.

In Favour (7): Mayor Bain, Deputy Mayor Bailey, Councillor Wilder, Councillor Janisse, Councillor Santarossa, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Kerr

**Carried**

## **8. Public Presentations**

### **1. Joe Papineau, 4202414 Canada Ltd - Request for Extension of Building Permit**

Joe Papineau, representing 4202414 Canada Ltd, and agent Daniel Tarasko were present electronically to request an extension of Conditional Building Permit 2015-320.

**279-09-2021**

**Moved By** Councillor Wilder

**Seconded By** Councillor Janisse

Council move into closed session in Council Chambers at 5:30 PM in accordance with:

Paragraph 239(2)(f) of the *Municipal Act, 2001* to discuss advice that is subject to solicitor-client privilege, including communications necessary for that purpose relating to a property on Comber Road.

**Carried Unanimously**

Council returned to open session at 8:45 PM.

Mayor Bain confirmed that no further action would be taken by Council with respect to the request by 4202414 Ontario Limited.

## **9. Delegations**

### **1. Draft Animal Care and Control By-law – Results of Public Consultation**

Resident Patti Davison was present electronically and requested that Council remove the provisions relating to Dangerous Dogs, removing the provisions allowing hens on residential properties and reduce the distance requirement for kennels from 600m to 150m.

Sarah Aubin and Mackenzie Porter were present electronically to represent Better Laws for Paws and provided a PowerPoint presentation outlining recommendations for animal control regulations in Windsor-Essex County.

The meeting was halted at 9:09 PM due to a power outage. Mayor Bain called the meeting back to order at 9:22 PM.

**280-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Councillor Wilder

Extend the meeting past the 9:30 PM deadline.

**Carried Unanimously**

**281-09-2021**

**Moved By** Councillor Walstedt

**Seconded By** Councillor Santarossa

Move to Item 13.4.

**Carried Unanimously**

### **13. Reports for Direction**

#### **4. Tender Award – Denis St. Pierre Water Pollution Control Plant Expansion**

Gary Scanlon and Daryl Abbs were present electronically to answer questions relating to the project.

**282-09-2021**

**Moved By** Councillor Walstedt

**Seconded By** Councillor Santarossa

Award the tender for the Denis St. Pierre Water Pollution Control Plant Expansion Project to North America Construction (1993) Ltd. in the amount of \$43,911,679.00 (plus applicable HST); and

Approve additional funds in the amount of \$2,368,697.60 for the Rourke Line Road Reconstruction to be funded in the 2022 budget from the roads reserve, all as described in the September 14, 2021 Council report.

In Favour (7): Mayor Bain, Deputy Mayor Bailey, Councillor Wilder, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Janisse

**Carried**

**21. Adjournment**

**283-09-2021**

**Moved By** Councillor McKinlay

**Seconded By** Councillor Walstedt

Council adjourn its meeting at 10:00 PM.

**Carried Unanimously**

---

Tom Bain  
Mayor

---

Kristen Newman  
Clerk

# Municipality of Lakeshore

## Minutes of the Special Council Meeting

Thursday, September 16, 2021, 6:30 PM

Electronically hosted from Town Hall, 419 Notre Dame Street, Belle River



Members Present: Mayor Tom Bain, Deputy Mayor Tracey Bailey, Councillor Len Janisse, Councillor Kelsey Santarossa, Councillor John Kerr, Councillor Kirk Walstedt, Councillor Linda McKinlay

Members Absent: Councillor Steven Wilder

Staff Present: Chief Administrative Officer Truper McBride, Corporate Leader - Growth & Sustainability Tammie Ryall, Corporate Leader - Operations Krystal Kalbol, Corporate Leader - Strategic & Legal Affairs Kristen Newman, Division Leader - Roads, Parks & Facilities Jeff Wilson, Division Leader - Community Services Frank Jeney, Division Leader - Financial Analysis & Planning Jessica Gaspard, Division Leader - Civic Affairs Brianna Coughlin, Division Leader - Capital Projects Wayne Ormshaw, Team Leader - Civic Engagement Alex Denonville, Interim Division Leader - Information Management & Technology Solutions Mark Donlon

---

### 1. Call to Order

Mayor Bain called the meeting to order at 6:32 PM in Council Chambers. All other members of Council participated in the meeting through video conferencing technology from remote locations.

### 6. Completion of Unfinished Business

#### 1. Delegations

1. Draft Animal Care and Control By-law – Results of Public Consultation

Sarah Aubin and Mackenzie Porter were present electronically and provided concluding remarks from their presentation that began September 14, 2021.

Mayor Bain advised that Councillor Wilder had been called away on a medical emergency and could not be in attendance.

**284-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Deputy Mayor Bailey

Direct Administration to include provisions in the Animal Care and Control By-law for minimum primary enclosure space requirements that exceed the level of the *Provincial Animal Welfare Act*, and include additional resources for education and enforcement in the 2022 Budget, as presented at the September 14, 2021 Council meeting.

In Favour (6): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Janisse

**Carried**

**285-09-2021**

**Moved By** Councillor Santarossa

Direct Administration to review the minimum distance requirement for kennels to neighbouring properties and present the draft by-law for review.

**Carried Unanimously**

## **2. Consent Agenda**

**286-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Councillor Walstedt

Approve minutes of the previous meetings as amended and receive correspondence as listed on the Consent Agenda.

In Favour (6): Mayor Bain, Deputy Mayor Bailey, Councillor Janisse, Councillor Santarossa, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Kerr

**Carried**

### **1. August 10, 2021 Regular Council Meeting Minutes**

2. August 12, 2021 Special Council Meeting Minutes
3. City of Brantford Actively Participate in the Year of the Garden
4. Howard Armstrong Request Amendment to By-law 67-2017 Off-Road Vehicles on Rural Roads

### **3. Reports for Information**

1. Police Services Board Meeting Minutes – June 28, 2021
2. Property Standards Committee Hearing Minutes – July 21, 2021
3. Committee of Adjustment Meeting Minutes – August 18, 2021
4. Drainage Board Meeting August 9, 2021
5. Rock Rink Air Conditioning – Option 1 Rooftop or West Exterior Wall HVAC Unit

**287-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Councillor Kerr

Bring forward the Rock Rink Air Conditioning project in 2022 Budget.

In Favour (5): Deputy Mayor Bailey, Councillor Janisse, Councillor Santarossa, Councillor Kerr, and Councillor McKinlay

Opposed (2): Mayor Bain, and Councillor Walstedt

**Carried**

6. Unbudgeted Funds Approved by Council in 2021

**288-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Councillor Kerr

Receive the Reports for Information as listed on the agenda.

**Carried Unanimously**

### **4. Reports for Direction**

1. Support for National Day for Truth and Reconciliation



**289-09-2021**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor Santarossa

Whereas the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

And whereas the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

And whereas all Canadians and all orders of government have a role to play in reconciliation;

And whereas Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

And whereas the Federal Government has announced September 30<sup>th</sup> 2021 as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

Therefore be it resolved that the Council of the Municipality of Lakeshore commits to recognizing September 30<sup>th</sup> 2021 as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

Recognize September 30<sup>th</sup> as a paid holiday for all Lakeshore employees.

In Favour (4): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, and Councillor Kerr

Opposed (3): Councillor Janisse, Councillor Walstedt and Councillor McKinlay

**Carried**

2. Tender Award – Railway Avenue Watermain Replacement

**290-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Councillor Janisse

Award the tender for Railway Avenue Watermain Replacement to SheaRock Construction for a total cost of \$1,144,500.00 plus applicable HST, as presented at the September 14, 2021 Council meeting.

**Carried Unanimously**

3. Tender Award – Fire Hall Asphalt Replacement

**291-09-2021**

**Moved By** Councillor Walstedt

**Seconded By** Councillor McKinlay

Award the tender for the Fire Hall Asphalt Replacement to Quinlan Inc. in the amount of \$89,807.50 plus applicable HST for asphalt replacement, as described in the September 14, 2021 Council Report.

**Carried Unanimously**

4. Tender Award – Denis St. Pierre Water Pollution Control Plant Expansion

**292-09-2021**

**Moved By** Councillor Janisse

**Seconded By** Councillor Kerr

Defer consideration until the September 28, 2021 meeting.

**Carried Unanimously**

5. County Wide Active Transportation System (CWATS) 2022 Project, County Rd 2 Lake-9 Segment

**293-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Councillor Janisse

Approve the construction of a paved shoulder (Lake-9) along Tecumseh Road (County Road 2) between the Moison Creek Bridge to Stuart Lane for submission to the CWATS Committee for consideration in 2022; and

Direct Administration to include \$268,857.00 for the construction of the paved shoulder in the 2022 budget, as further described in the September 14, 2021 Council report.

**Carried**

6. Atlas Tube Recreation Centre South East Exit Door

**294-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Councillor Walstedt

Approve the repurposing of the South East exit door at the Atlas Tube Recreation Centre to an accessible door, the cost of which is to be paid from the Facilities Reserve in 2021.

**Carried Unanimously**

7. ATRC Splash Pad – Use, Operations, Lifecycle, Infrastructure

**295-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Deputy Mayor Bailey

Receive the report.

In Favour (3): Deputy Mayor Bailey, Councillor Santarossa, and Councillor Kerr

Opposed (4): Mayor Bain, Councillor Janisse, Councillor Walstedt, and Councillor McKinlay

**Lost**

**296-09-2021****Moved By** Deputy Mayor Bailey**Seconded By** Councillor McKinlay

Bring back a report on the cost to decommission (not remove) the splash pad at the ATRC.

In Favour (6): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Janisse

**Carried**

## 8. 2020 Year End Variance Report

Mayor Bain called a recess at 9:05 PM. Council returned to the meeting at 9:14 PM.

**297-09-2021****Moved By** Deputy Mayor Bailey**Seconded By** Councillor Walstedt

Receive the report regarding the 2020 Year End Variances for the general (taxation funded), wastewater (sanitary sewer) and water funds;

Approve the taxation supported surplus of \$1,578,084 for the year ended December 31, 2020;

Approve a transfer of \$1,375,407 to the Working Funds Reserve;

Approve a transfer to the Legal reserve of \$129,293 representing the 2020 surplus in the Legal expense account budget;

Approve a transfer to the Insurance reserve of \$73,384 representing the 2020 surplus in the overall insurance claims expense account budget;

Approve a transfer of \$283,375 to the Building Services – Operating reserve fund to transfer the 2020 Accumulated Net Surplus per the draft 2020 Building Services Statement;

Approve a transfer of \$491,562 representing a surplus from Wastewater (sanitary sewer) operations for the year ended

December 31, 2020 to the Wastewater (Sanitary Sewer) Reserve Fund; and

Approve a transfer of \$189,600 representing a surplus from Water operations for the year ended December 31, 2020 be transferred to the Water Reserve Fund.

In Favour (5): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Walstedt, and Councillor McKinlay

Opposed (2): Councillor Janisse, and Councillor Kerr

**Carried**

9. 2020 Capital Variance Report

**298-09-2021**

**Moved By** Councillor Walstedt

**Seconded By** Councillor McKinlay

Approve the net capital transfer to/from projects of (\$295,531) as identified in Appendix A of the 2020 Capital Variance Report for the year ended December 31, 2020 and approve the transfer of \$14,861,791 to the encumbrance reserve.

In Favour (6): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Janisse

**Carried**

10. Accessibility Advisory Committee Draft Meeting Minutes, May 4, 2021

**299-09-2021**

**Moved By** Deputy Mayor Bailey

**Seconded By** Councillor Walstedt

Direct Administration to prepare a report for the Accessibility Advisory Committee regarding Evacuation Chairs;

Direct Administration to advertise to replace the two vacancies on the Committee; and

Receive the Accessibility Advisory Committee Meeting Minutes of May 4, 2021.

**Carried Unanimously**

11. Exchange Server Migration

**300-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Councillor Santarossa

Authorize Administration to spend up to \$100,000 from the Working Funds Reserve to undertake the emergency migration of the Exchange Server to Office 365 and the requisite Cloud Strategy to support the work.

**Carried Unanimously**

5. **Consideration of By-laws**

**301-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Deputy Mayor Bailey

By-law 72-2021 be read and passed in open session on September 16, 2021.

In Favor (6): Mayor Bain, Deputy Mayor Bailey, Councillor Janisse, Councillor Santarossa, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Kerr

**Carried**

**302-09-2021**

**Moved By** Councillor Walstedt

**Seconded By** Councillor Santarossa

By-law 73-2021 be read and passed in open session on September 16, 2021.

In Favor (6): Mayor Bain, Deputy Mayor Bailey, Councillor Santarossa, Councillor Kerr, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Janisse

**Carried**

**303-09-2021**

**Moved By** Councillor Santarossa

**Seconded By** Deputy Mayor Bailey

By-law 67-2021 be read a first and second time and provisionally adopted;

By-laws 48-2021, 57-2021 and 58-2021 be read a third and adopted; and  
By-laws 68-2021, 71-2021 and 74-2021 be read and passed in open session on September 16, 2021.

**Carried Unanimously**

1. By-law 48-2021, Being a By-law for the No. 3 Government Drain in the Municipality of Lakeshore
2. By-law 57-2021, Being a By-law for the 3rd Concession Drain - East of little Creek in the Municipality of Lakeshore
3. By-law 58-2021, Being a By-law for the 2nd Concession drain - South Malden Road in the Municipality of Lakeshore
4. By-law 67-2021, Being a By-law for the Brown Drain Enclosure in the Municipality of Lakeshore
5. By-law 68-2021, Being a By-law to Confirm the Proceedings of Council for August 10th and August 12th Meetings
6. By-law 71-2021, Being a By-law to Authorize a Grant to the John Freeman Walls Historic Site & Underground Museum
7. By-law 72-2021, Being a By-law to amend By-law 2-2012, Zoning By-law for the Municipality of Lakeshore (ZBA-24-2021)
8. By-law 73-2021, Being a By-law to Amend By-law 2-2012, Zoning By-law for the Municipality of Lakeshore (ZBA-25-2021)
9. By-law 74-2021, Being a By-law to amend By-law 2-2012, Zoning By-law for the Municipality of Lakeshore (ZBA-01-2021)

**304-09-2021**

**Moved By** Councillor Kerr

**Seconded By** Councillor McKinlay

Extend the meeting past the 9:30 PM deadline.

In Favour (2): Councillor Kerr, and Councillor McKinlay

Opposed (5): Mayor Bain, Deputy Mayor Bailey, Councillor Janisse, Councillor Santarossa, and Councillor Walstedt

**Lost**

**7. Adjournment****305-09-2021****Moved By** Councillor Walstedt**Seconded By** Councillor Santarossa

Council adjourn its meeting at 9:30 PM.

In Favor (6): Mayor Bain, Deputy Mayor Bailey, Councillor Janisse, Councillor Santarossa, Councillor Walstedt, and Councillor McKinlay

Opposed (1): Councillor Kerr

**Carried**

---

Tom Bain  
Mayor

---

Kristen Newman  
Clerk



# Municipality of Lakeshore – Report to Council

## Operations

## Capital Projects



**To:** Mayor & Members of Council  
**From:** Jill Fiorito, Drainage Superintendent  
**Date:** July 15, 2021  
**Subject:** Drainage Board meeting July 5th, 2021

---

### Recommendation

This report is for information only.

### Background

The draft minutes from the July 5<sup>th</sup>, 2021 Drainage Board meeting are attached.

### Comments

Mr. Gerard Rood from Rood Engineering was in attendance to give a brief summary of the drainage reports related to 3<sup>rd</sup> Concession Drain (East of Little Creek) dated June 14<sup>th</sup>, 2021 and the 2<sup>nd</sup> Concession Road Drain South of Malden Road (Gevaert and Cavers Bridges) dated June 22<sup>nd</sup>, 2021.

The Drainage Board recommended that By-law No.'s 057-2021 and 058-2021 be recommended for first and second reading.

### Others Consulted

Essex Regional Conservation Authority (ERCA) has been consulted on these projects.

### Financial Impacts

All costs associated with these works will be assessed out according to the proportions outlined in the engineer's reports.

### Attachment

Draft Drainage Board minutes dated July 5<sup>th</sup>, 2021.

### Report Approval Details

Document Title:	Drainage board minutes July 5th, 2021.docx
Attachments:	- 7 - July. 5 2021 Drainage Board Minutes.docx
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Krystal Kalbol

Jessica Gaspard

Kristen Newman

Truper McBride

## MUNICIPALITY OF LAKESHORE

---

### MINUTES OF THE DRAINAGE BOARD

<b>PRESENT:</b>	Chairman	-	Dave Armstrong
	Board members	-	Horst Schmidt
		-	Maurice Janisse
		-	Norbert Poggio
	Asst. Drainage Superintendent	-	Kyle Emery
	Engineers	-	Gerard Rood

---

**1. CALL TO ORDER AT 5:00 PM**

The Chair called the meeting to order at 5:00 p.m.

**2. DISCLOSURES OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF**

There were no disclosures of conflicts of interest.

**3. APPROVING THE MINUTES OF PREVIOUS DRAINAGE BOARD MEETING**

Drainage Board Meeting Minutes of June 7<sup>th</sup>, 2021.

Board Member Janisse moved and Board Member Schmidt seconded

***That:***

***The Board approve the minutes of the Drainage Board Meeting dated June 7<sup>th</sup>, 2021.***

**Motion Carried**

#### **4 ENGINEERING AND INFRASTRUCTURE SERVICES**

##### **READING OF THE REPORT**

##### **3<sup>rd</sup> Concession Drain – East of Little Creek**

Mr. Gerard Rood, P.Eng was in attendance and briefly outlined the key points of the access bridge in his report dated June 14<sup>th</sup>, 2021.

The Chairman opened the floor for questions.

There were no other concerns.

Board Member Schmidt moved and Board Member Poggio seconded:

***That:***

*The Engineer's considered report prepared by Rood Engineering Inc., dated June 14<sup>th</sup>, 2021 for the 3<sup>rd</sup> Concession Drain – East of Little Creek in the Municipality of Lakeshore, in the County of Essex be adopted and By-Law 057-2021 be recommended for the first and second reading.*

**Motion Carried**

##### **2<sup>nd</sup> Concession Road Drain South of Malden Road – Gevaert & Cavers Bridges**

Mr. Gerard Rood, P.Eng was in attendance and briefly outlined the key points of the access bridges in his report dated June 22<sup>nd</sup>, 2021.

The Chairman opened the floor for questions.

There were no other concerns.

Board Member Janisse moved and Board Member Schmidt seconded:

***That:***

*The Engineer's considered report prepared by Rood Engineering Inc., dated June 22<sup>nd</sup>, 2021 for the 2<sup>nd</sup> Concession Road Drain South of Malden Road – Gevaert and Cavers Bridges in the Municipality of Lakeshore, in the County of Essex be adopted and By-Law 058-2021 be recommended for the first and second reading.*

**Motion Carried**

---

**DAVID ARMSTRONG**  
**CHAIRMAN**

---

**JILL FIORITO**  
**DRAINAGE SUPERINTENDENT**

**NEXT SCHEDULED MEETING**

The next Drainage Board Meeting is scheduled for 5:00 p.m. on August 9<sup>th</sup>, 2021 in the Municipality of Lakeshore.

# **Municipality of Lakeshore – Report to Council**

## **Strategic & Legal Affairs**

### **Workforce Development**



**To:** Mayor & Members of Council  
**From:** Lisa Granger, Division Leader – Workforce Development  
**Date:** September 17, 2021  
**Subject:** Recruitment Challenges

---

### **Recommendation**

This report is for information only.

### **Background**

Lakeshore is experiencing challenges in recruiting and hiring qualified talent. The Municipality has experienced denial of offers of employment made to qualified applicants, lack of qualified and experienced applicants for postings, information and recommendations received through the results of the 2021 organizational review.

In 2021, Council set a goal for Administration to develop Lakeshore as an Employer of Choice in Ontario. A culture review is now underway to support this goal. Part of this review will involve evaluating the current workplace environment as well as employment trends that will support the Employer of Choice initiative endorsed by Council. The results of the review will be presented to Council in a report to Council upon completion of the review.

### **Comments**

### **Results of Organizational Review**

The recent organizational review identified areas where the service delivery requirements were under-resourced with a specific focus on the service delivery in Information Technology (IT) and Human Resources (Workforce Development, WD). The review revealed that there is a broad perception across the Municipality that workloads are high. The results of the 2021 organizational review has informed the planning to address the resourcing gaps of the Municipality. As such, Administration is using the results of the 2021 organizational review as a type of master plan for the future organizational design of the Municipality.

## **Current Attraction Challenges**

The current pandemic has had a significant influence on the traditional workplace as well as on attracting employees. In addition to the challenges caused by the pandemic, the Municipality has been experiencing attraction challenges of talent in the past few years for several reasons. Common themes from information gathered at the time of denials of employment offers are summarized below:

- Low compensation levels and benefits;
- Counter offers from current employers;
- Work burden vs work/life balance;
- Increasing trend of potential employees requesting flexible working arrangements (for example, remote work, flex time).

The widely recognized impact of the baby boomer generation leaving the workforce is creating a volume of retirements occurring industry-wide in the municipal sector that is applying significant pressure on the labour market increasing the need to be competitive in the market.

Additionally, the Municipality is increasingly experiencing challenges (also being experienced throughout the Region) in attracting qualified professionals:

- Reduced labour pool (i.e., not enough planners in the labour pool to satisfy the demand in the Province); and,
- lack of availability of specific qualified and experienced required.

The Municipality has observed several situations where the Municipality needed to post a job opportunity twice or use a recruiter to seek out candidates. These challenges have impacted the Municipality's ability to recruit qualified professionals for vacant positions.

## **Compensation of Non-Union Employees**

For the past several years, the Municipality has been experiencing issues regarding attracting qualified and experienced professionals. The themes of reasons received include:

- 1) Candidates refuse offers because the wage rates on the wage grid are too low. Recently, we had at least 2 offers declined because, as they indicated, they would be taking an \$8,000 - \$10,000 per year loss to transfer to the Municipality of Lakeshore.
- 2) Vacation entitlements are not as high as with other municipalities.
- 3) Their current employer offered them a promotion in order to retain the employee.
- 4) Personal reasons unrelated to the Municipality.
- 5) Changed their decision about moving to the region.

- 6) Requesting option to work remotely for a couple days per week post pandemic.

On September 12, 2017, Council directed Administration to:

- 1) implement the 55<sup>th</sup> percentile as a benchmark for the non-union salary grid
- 2) complete a comprehensive salary review including pay equity every 4 years as a standard practice (for the non-union positions since collective bargaining addresses this need for unionized positions); and
- 3) align annual economic increases for the non-union salary grid with the annual Consumer Price Index (CPI).

The 55<sup>th</sup> percentile only applies to non-union positions. In comparison, historically, Union staff have been compensated at the 65<sup>th</sup> to 80<sup>th</sup> percentile as a result of the bargaining process and Council is compensated at the 60<sup>th</sup> percentile.

The Municipality of Lakeshore cannot compete with other municipalities with the wage demands of the candidates while the Municipality is committed to being at the 55<sup>th</sup> percentile in terms of wages. One of the recommendations arising from the recent organizational review included re-evaluating the 55th percentile target in order to compete with regional neighbours and other comparator municipalities and the desired objective of becoming an employer of choice.

In addition to the compensation percentile target not being competitive, the annual economic increase for Lakeshore non-union positions has not been competitive over the past few years. Annual economic increases in the region are determined differently across the region. Some municipalities align non-union increases with that which was negotiated in respective collective agreements in order to address compression issues between non-union positions and union positions. Some municipalities align non-union increases with the OMERS CPI adjustment.<sup>1</sup> OMERS determines this rate through a number of factors including the rolling average of the CPI rate over the last several years. Other regional municipalities use the average increase throughout the region as its target. There is no one approach utilized throughout the region.

In Lakeshore, the current CPI rate at the time of budget preparation is used for non-union increases. While using this rate aligns with current inflation, it does not address the compression issues between non-union positions and union positions. It also does not support a competitive position with the rest of the region. The annual economic increase in 2021 to the non-union group was .7% in accordance with the CPI from 2020. However, the average annual economic increase in the region ranged from 1.75 to 2%.

To address competitive gaps and comply with the *Pay Equity Act*, the Municipality of Lakeshore has a salary review for non- union group every 4 years. The last salary review in Lakeshore was completed in 2016/17. Currently, Administration is working with a Consultant to complete a salary review in 2021 which should provide

---

<sup>1</sup> This is the CPI adjustment applied to the OMERS pension plan.



recommendations regarding a percentile that will allow the Municipality to be more competitive as well as recommend any salary adjustments required through the pay equity analysis and market wage data analysis portions of the review. The outcome of the salary review will be presented to Council in October. The preliminary outcome of the salary review shows that the wage level for the leadership positions in Lakeshore are below the 50<sup>th</sup> percentile.

### Workload burden challenges vs work/life balance

Overtime: In addition to the overtime worked by unionized staff, it is not uncommon for non-union staff to work through weekends and average working 65 to 70 hours each week to address gaps in service delivery and increased work burdens. Non-union staff are not paid overtime. Non-union staff receive 35 hours of paid time off in lieu of overtime to represent all overtime worked over the year. It is estimated that the average amount of overtime worked by non-union staff exceeds 200 hours of overtime each year. For example, it is estimated that many non-union staff work a minimum of 80 – 100 hours of overtime per year just attending Council meetings alone. This does not include Committee meetings or public meetings requiring after hours attendance. This does not include overtime in completing work to meet deadlines. Therefore, non-union staff are not adequately compensated for the additional effort required to keep the Municipality operating. Administration anticipates reviewing this matter further in the upcoming culture review.

Service/Staffing Gaps: The continued high rate of growth of Lakeshore automatically creates an increase in service delivery demands. In addition, over the past several years, Council has directed increases to service delivery and service delivery levels. As a result, there are a number of Divisions currently experiencing increased levels of sustained levels of stress and/or providing service levels lower than Council expectations. The 2021 organizational review identified Lakeshore to be under-resourced to sustain the service delivery expectations. To support this, Chart A: Regional Comparison of Staffing Levels below shows the staffing comparisons with other local municipalities.

Chart A: Regional Comparison of Staffing Levels

2021	Municipal Populations	Full Time	Part Time	Seasonal/ Students	Volunteer Firefighter	Total approx FTE (not including fire and police)
Lakeshore	37,000	120	232	51	96	166
Leamington	27,595	120	114	30	0	176
LaSalle	30,180	145	46	17	96	168
Amherstburg	21,936	88	51	0	65	112
Town of Essex	20,427	68	88	0	60	98
Tecumseh	23,229	152				152
Kingsville	21,552	56	18	7	60	66

While Lakeshore appears to have the average amount of staffing, in comparing the size of Lakeshore geographically and population as well as the continued rate of growth, the growth in the level of staffing in Lakeshore, in this context, has not been proportionate to growth in order to sustainably deliver the service level demanded of a municipality of this size and rate of growth.

Recommendations from the 2021 organizational review included creating new positions and or adding to existing position complements in order to address workload demands due to growth of the community and increased demand on municipal services. Administration has reviewed all of the recommendations and will be proposing a phased in approach over the next several years through future reports to Council.

Administration expects that the coming years will show that additional investment in resourcing will satisfy the demands of service delivery expected by Council and the public. To address these gaps, Council has approved some positions already. At the Council meeting on August 12, 2021, Council approved the following positions to start October 1, 2021:

- 1) Division Leader – By-Law
- 2) Team Leader – Public Service
- 3) Solicitor/Risk Management
- 4) Team Leader – Flood Protection & Mitigation
- 5) Engineering Tech – Storm & Sanitary

This will take time to materialize. The next set of critical positions required to address the above noted challenges that will be requested for approval from Council include:

- 1) Workforce Advisor
- 2) Corporate Leader – Community Health and Safety
- 3) Financial Analyst
- 4) Water Management Coordinator
- 5) By-law Administrative Assistant

The above list is not the complete list but rather the next set of critical positions to be hired as identified in the organizational review and prioritized by Administration. These positions will be requested in future budgets as pressures allow and/or reports to Council. There will be other positions in addition to the above noted list requested over the next several years through future budgets and/or reports to Council recommended as a result of the 2021 organizational review.

Workload did not permit for preparation of a report regarding the challenges in retention. A report to Council regarding employee retention challenges will be presented at the first meeting in October.

## **Flexible Workplace Arrangements**

The pandemic has changed the way many people think of the workplace in terms of the traditional practices of working location and hours of work for office related positions. Advances in technology can now support working from a variety of locations and at non-traditional hours of work. The view of the post pandemic workplace is changing from the traditional concept of the workplace which includes traditional practices of workplace arrangements. Trends that Professionals in Human Resources are following suggest that the post pandemic workplace will experience an increase of the number of employees requesting more flexibility in workplace arrangements and employees are leaving employers who are not allowing such flexibility. The most common flexible options being requested include:

- 1) a hybrid work location model that includes working in the office for a portion of the work week and working remotely for the other portion of the work week; and,
- 2) working the same total hours of work each week but not always between 8:30 am and 4:30 pm. It is common to have a core set of working hours then be flexible with the rest of the hours to make up the total hours worked in the week.

Administration anticipates that the upcoming culture review will incorporate recommendations to address these new trends.

## **Others Consulted**

Regional Municipalities

2021 Organizational Review.

## **Financial Impacts**

This report is being provided as information. Staffing requests will be brought forward in the 2022 Draft Budget as pressures allow.

## Report Approval Details

Document Title:	Recruitment Challenges.docx
Attachments:	
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Kristen Newman

Jessica Gaspard

Truper McBride

# Municipality of Lakeshore - Report to Council

## Strategic & Legal Affairs

### Civic Affairs



**To:** Mayor & Members of Council

**From:** Brianna Coughlin, Division Leader – Civic Affairs

**Date:** August 4, 2021

**Subject:** Short-term Accommodation Rentals – Results of Public Consultation Process

---

### Recommendation

Direct Administration to include a provision in the upcoming Zoning By-law Update to restrict short-term rental accommodations to primary residences only; and

Direct Administration to include resources in the 2022 Budget for education and enforcement relating to noise, parking and property standards by-laws, particularly relating to short-term rental accommodations, as presented at the September 28, 2021 Council meeting.

### Background

Council received a petition on July 28<sup>th</sup> 2020 with a request to restrict daily vacation rentals in residential areas. Following the presentation of the petition, Council passed resolution #252-07-2020:

Direct Administration to prepare a report for the first meeting in September regarding prohibiting short-term accommodation rentals.

Following this direction, Administration presented a report at the September 1, 2020 meeting (attached as Appendix A). Council considered the report and passed resolution #292-09-2020:

Direct Administration to proceed with Option #1 – public consultation in 2021, as described in the report by the Manager of Legislative Services and Manager of Development Services, presented September 1, 2020.

### Comments

As directed, Administration undertook a public engagement process for short-term rental accommodations in the spring of 2021.

Administration met with members of the public virtually for two separate information sessions relating to short-term rental accommodations. An online survey was also conducted through Placespeak and advertised on the Municipality's website and social media.

## **Stakeholder Meeting**

On April 14, 2021, a stakeholder session was held with local lodging providers and tourism groups. Participants included owners or operators of short-term rental accommodations, bed & breakfasts, motels and hotels, as well as representatives of tourism, business or recreation groups.

The comments received through the stakeholder meeting were overwhelmingly positive in favour of allowing short-term rentals to operate in Lakeshore. While some concern was expressed regarding neighbourhood fit or absentee owners, most participants expressed support of short-term rentals as a way to increase tourism and business to the area.

Most of the participants supported the regulation of short-term rentals, while a majority supported a licensing program.

## **Public Information Session**

Following the stakeholder meeting, a public information session was conducted April 28, 2021. Fifteen people participated in the meeting, with 7 speaking in favour of short-term rentals and 8 against.

For those individuals that spoke in opposition of short-term rentals in Lakeshore, the most common concerns were noise, parties, parking, lack of enjoyment of their own properties (no longer peaceful), do not want to police their neighbours.

The most common benefits identified were tourism, local economic benefits, promotion of local businesses and increased property standards (to attract renters).

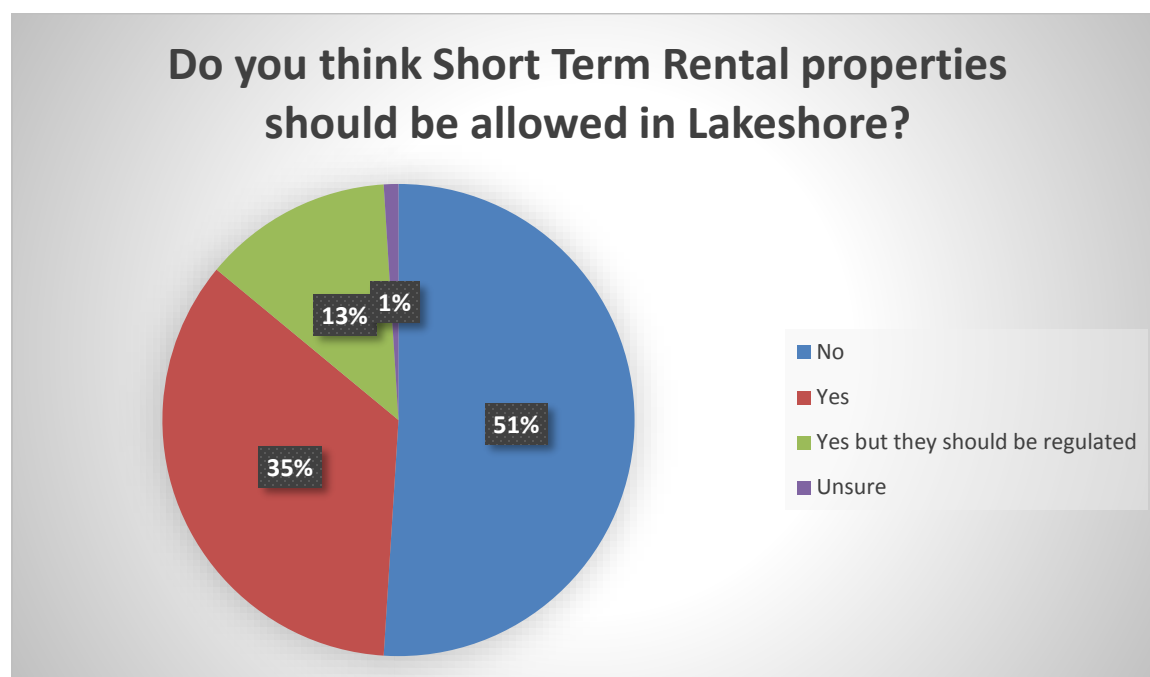
## **Survey**

As part of the consultation process, Administration drafted a survey to gather feedback from members of the public regarding specific questions relating to short-term rental accommodations. This survey was published on Placespeak for 30 days.

Two hundred and fifty-three surveys were submitted through Placespeak and 6 hard copy surveys were submitted. Twenty-two respondents self-identified as STR providers,

while 83 respondents self-identified as STR users (primarily renting entire units rather than individual rooms).

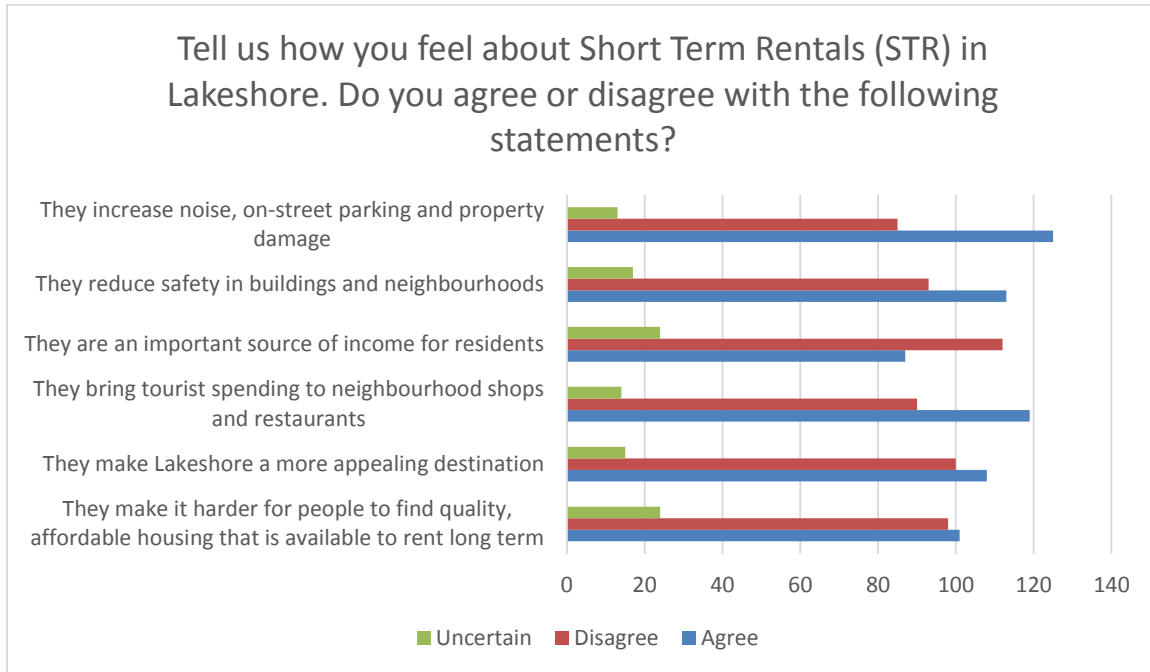
Overall, there was not an overwhelming response for or against short-term rental accommodations. The response to the first question “Do you think Short Term Rental properties should be allowed in Lakeshore?” was split approximately in half between no and yes (included yes with regulation).



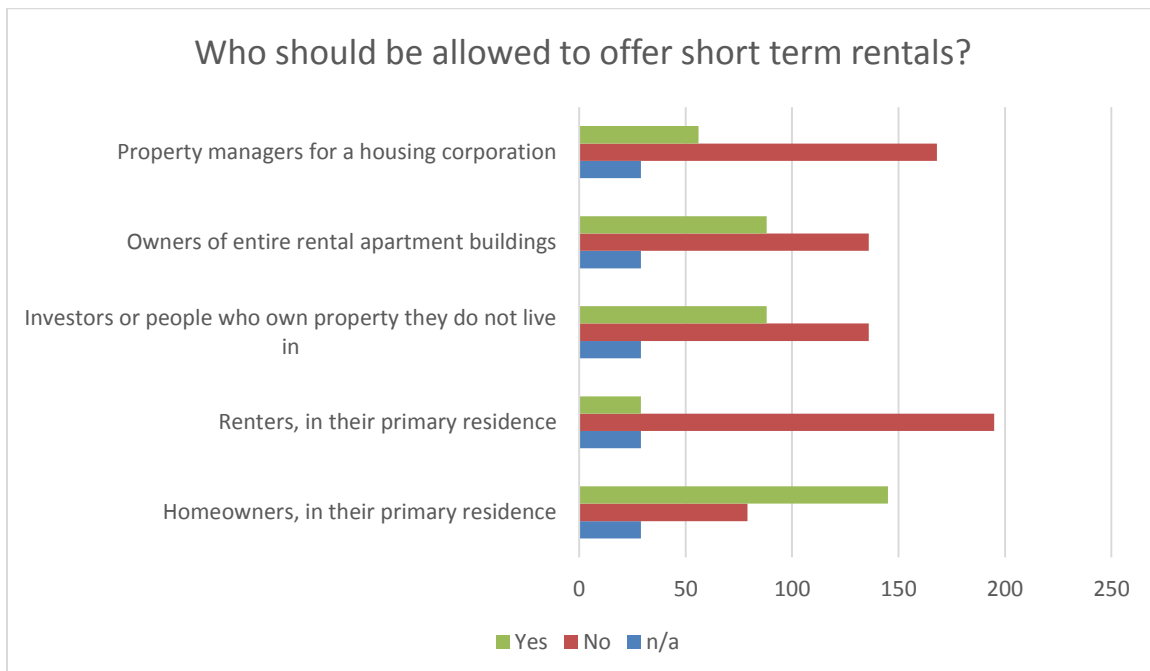
As previously reported to Council, short-term rental accommodations are not currently prohibited or expressly permitted by the Zoning By-law, with the exception of bed & breakfast establishments which are expressly permitted.

It is the opinion of Administration that the results of the public consultation process do not demonstrate an overwhelming public safety concern that cannot already be addressed through the Noise By-law, Property Standards By-law or criminal enforcement measures and with some further minor Zoning By-law amendment.

However, should Council wish to consider prohibiting or regulating short-term rental accommodations, there are some insights from the survey that may help in providing direction to Administration.



Similar to the public information session, the responses received through the survey identify concerns relating to noise and property while also noting the tourism benefits.

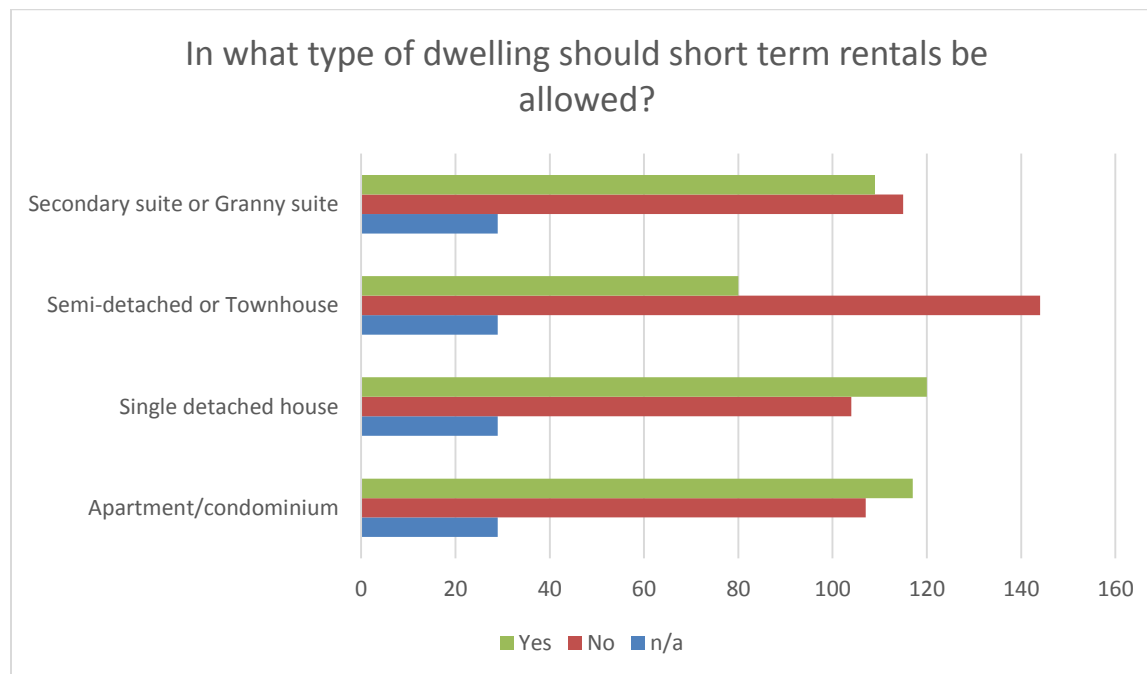


Of all the responses received through the survey, this question provides the most agreement, noting their preference that homeowners could rent their primary residence. Should Council wish to regulate this item, it could be included as part of the update to the Zoning By-law.

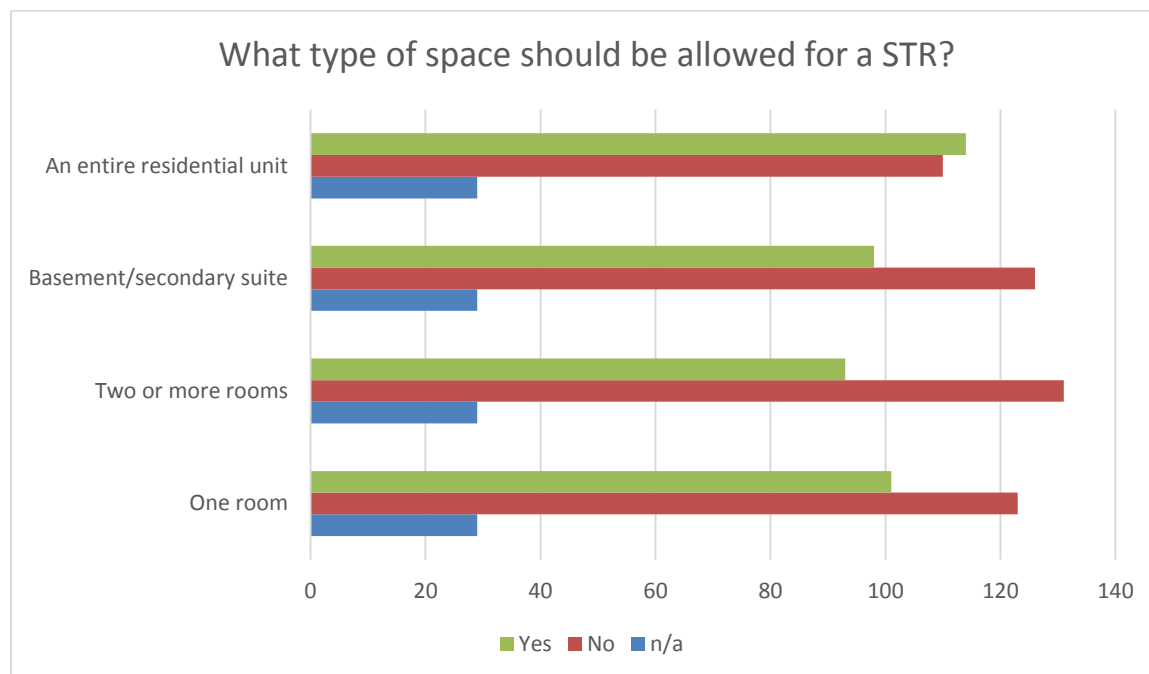


Restricting short-term accommodation rentals to primary residences only would mean that individuals or corporations would not purchase multiple properties for the sole purpose of short-term rentals. This may have the effect of discouraging the purchase of affordable housing for rental purposes, however many short-term accommodations are higher-end homes in desirable locations.

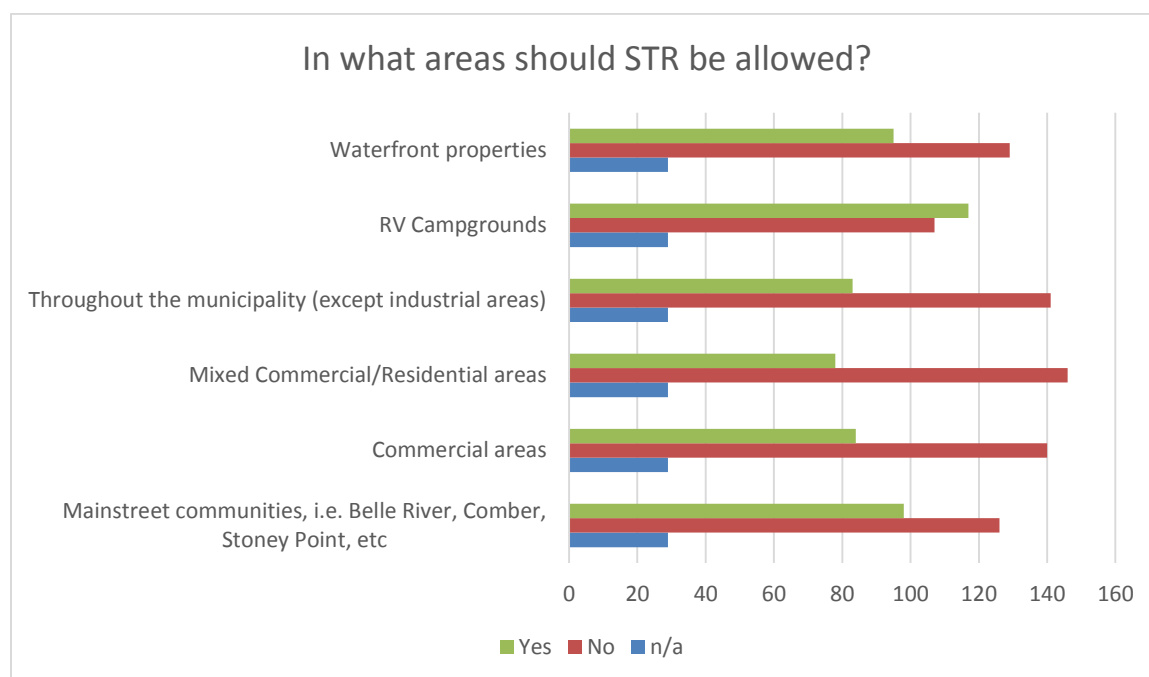
It is important to note that restricting short-term rentals to primary residences only would not prohibit purchasing a property for long-term rentals over 30 days.



The responses received through the survey do not show a marked preference for any type of dwelling, however do indicate a slight resistance relating to semi-detached or townhouse dwellings.

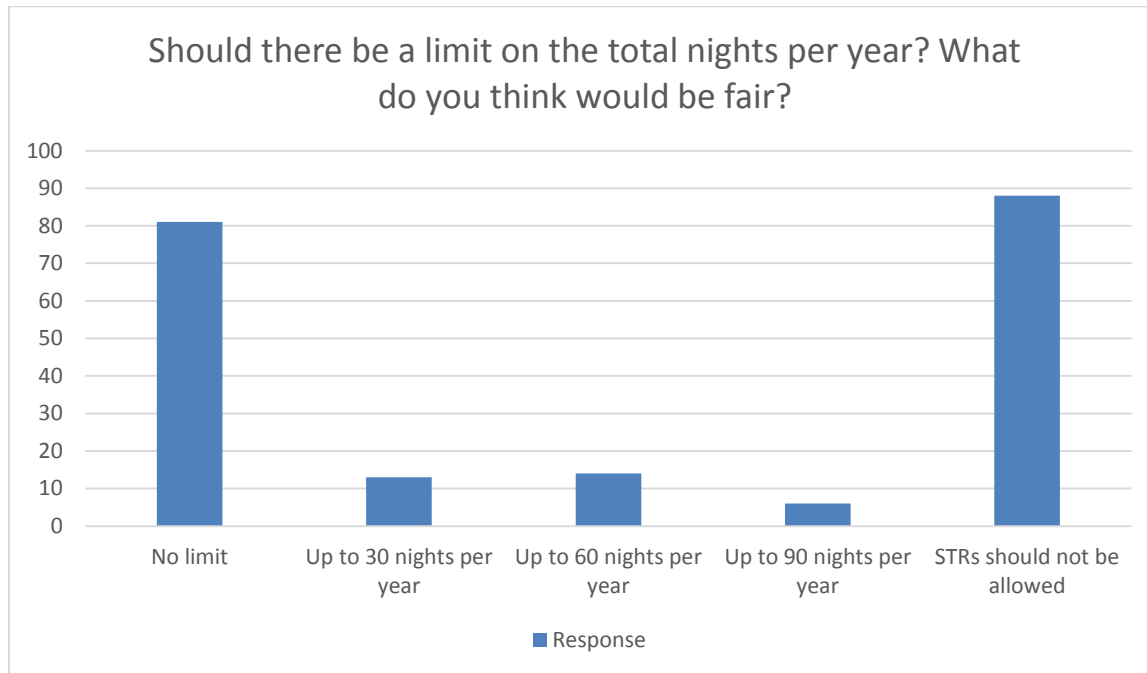


The responses indicate a preference to allowing the rental of entire residential units versus individual or multiple rooms. While a requirement for renting entire units is an option Council could consider, it is not recommended by Administration as it is more difficult to observe and enforce.



The responses show a preference for renting in RV Campgrounds, which is already an established use. Interestingly, there is less preference for allowing rentals in commercial

or mixed commercial/residential areas which tend to accommodate additional parking and noise.



In addition to the questions identified above, the survey also allowed for respondents to provide additional comments. The comments are anonymized and condensed below.

#### Opposed to Short-term Rental Accommodations:

- Opposed to any rental less than a month
- Do not want a commercial venture near or in the residentially zoned area
- Visitors should go to motels/hotels
- Tenants can mistreat property and cause disturbances to neighbours
- Should not be allowed during COVID-19 pandemic
- Lakeshore does not have the resources to deal with complaints and bylaw issues
- Do not want rentals in high-tax or waterfront areas
- Concern with renters trespassing onto neighbouring properties
- Concern with abuse of alcohol/drugs, vulgar language, domestic fights
- Can't relax in own yard with renters next door
- Should not be used as a commercial enterprise
- Should not be allowed unless all neighbours approve a variance
- Should encourage more hotels to be built instead
- Should not allow in areas that need infrastructure improvement
- Will devalue properties
- Should not be allowed in dense areas where houses are close together
- Inflates the price of homes and reduces affordable housing

In Favour of Short-term Rental Accommodations:

- Will bring additional tourists who will buy our groceries, eat at our restaurants, and buy at our local shops
- Need accommodation for family visits
- Opportunities for people to start small business for the seasonal visitors
- Should not compare short-term rentals (general) with Airbnb
- Small communities benefit from short-term rentals
- OPP can control if there are problems
- Should be allowed in main street commercial areas where there is already noise
- Should be allowed subject to site plan restrictions
- Should be classified as a business restricted to commercial areas
- Should have the same regulations as bed & breakfast
- Should be allowed everywhere in Lakeshore, with or without guidelines
- Generates income for owner and small businesses
- Should be allowed at RV campgrounds that have management on site
- Waterfront rentals provide relaxation for tourists and families
- Should limit room rentals to one week
- Should allow up to 60 days per year
- Should allow up to 200 nights per year
- Should be allowed in all seasons
- Preferred rental option for workers coming to the area
- Municipality should licence rentals and host a STR rental website
- There should be regulations and fines for non-compliance
- Supports reinvestment into properties
- Should impose visitor parking passes
- Can help with accommodation and bring special events to Lakeshore

In addition to the STR questions, the survey asked respondents the following question:

A Municipal Accommodations Tax (MAT) is a 4% tax applied to the cost of the room rental on any short term accommodation including hotels, motels, bed and breakfasts, or online booked short term rentals for stays under 30 days. If imposed, revenues from the MAT would go directly to supporting tourism development in Lakeshore and the surrounding region. The imposition of MAT is quite commonplace as most cities in Ontario charge a MAT to visitors. These cities include, but are not limited to: London, Sarnia, Toronto, Ottawa, Sudbury, and many more. Additionally, smaller Municipalities such as Prince Edward County, Kenora, the Town of Marathon and Huntsville also charge a MAT to visitors. Do you think that Lakeshore should impose this MAT on tourists/visitors to our Municipality to help support additional tourism into our area?

One hundred and sixteen responses were received in favour of a MAT and 82 respondents were opposed.

### **Financial Impacts**

Should Council wish to restrict short-term accommodation rentals to primary residences only, it is recommended that this be included in the upcoming Zoning By-law update. There would be no additional cost.

As noted throughout this report, many of the concerns relating to short-term rental accommodations relate to neighbourhood impacts such as noise and parking. It is recommended that Council direct Administration to include resources for public education relating to these by-laws in the 2022 Budget.

### **Attachment**

Appendix A – Short-term Accommodation Rentals report presented September 1, 2020

### **Report Approval Details**

Document Title:	Short-term Accommodation Rentals - Results of Public Consultation Process.docx
Attachments:	- Appendix A Short term Accommodation Rentals.pdf
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Kristen Newman

Jessica Gaspard

Truper McBride

# **The Corporation of the Town of Lakeshore**

## **Report to Council**

### **Legislative & Legal Services**

#### **Legislative Services**



**To:** Mayor & Members of Council

**From:** Brianna Coughlin, Manager of Legislative Services  
Kim Darroch, Manager of Development Services

**Date:** August 19, 2020

**Subject:** Short-term Accommodation Rentals

---

#### **Recommendation**

Direct Administration to proceed with Option #1 – public consultation in 2021, as described in the report by the Manager of Legislative Services and Manager of Development Services, presented September 1, 2020.

#### **Background**

During the Special meeting held July 28<sup>th</sup> 2020, Council received a petition with a request to restrict daily vacation rentals in residential areas. Following the presentation of the petition, Council passed the following resolution #252-07-2020:

Direct Administration to prepare a report for the first meeting in September regarding prohibiting short-term accommodation rentals.

Carried Unanimously

Since that time, Administration has also received communication from residents operating short-term accommodation rentals in various areas of the municipality. These residents are not in favour of a prohibition on short-term accommodation rentals.

## Comments

### Prohibiting or Restricting Short-Term Accommodations

The Province of Ontario conducted public consultation in 2016/2017 relating to home-sharing (short-term accommodation rentals). As a result of this consultation, the Province published *The Home Sharing Guide for Ontario Municipalities* (Appendix A). A high-level overview of the contents of the Guide are outlined in the table below:

Policy Considerations	Regulatory Levers	Stakeholders	Provincial Legislation	Jurisdictional Scan
<b>1. Why might municipalities consider addressing home-sharing?</b>	<b>2. How might municipalities wish to regulate home-sharing?</b>	<b>3. Who might municipalities wish to consult before taking action?</b>	<b>4. What legislation* may be of interest to municipalities considering taking action?</b>	<b>5. What are other municipalities doing?</b>
Issues: <ul style="list-style-type: none"> <li>• Impact on affordable housing</li> <li>• Increased opportunities for tourism</li> <li>• Challenges to existing regulations</li> <li>• Public safety concerns</li> <li>• Economic opportunity</li> <li>• Competitive advantages</li> </ul>	Regulatory levers: <ul style="list-style-type: none"> <li>• License platforms</li> <li>• License/register hosts/operators</li> <li>• Limit rentals to principal residences</li> <li>• Limit maximum number of consecutive days</li> <li>• Limit maximum number of days per year</li> <li>• Limit number of guests</li> <li>• Zoning</li> <li>• Prohibited/Ineligible Building List</li> </ul>	Stakeholders: <ul style="list-style-type: none"> <li>• Advocacy Coalitions</li> <li>• Housing Advocates and Local Residents</li> <li>• Community Groups</li> <li>• Home-owners and Landlords</li> <li>• Platforms</li> <li>• Hosts/Operators</li> <li>• Province of Ontario</li> <li>• Bed &amp; Breakfast and Hotel Industry</li> <li>• Tourism organizations</li> </ul>	Legislation: <ul style="list-style-type: none"> <li>• Accessibility For Ontarians With Disabilities Act</li> <li>• Condominium Act</li> <li>• Fire Protection And Prevention Act</li> <li>• Hotel Registration Of Guests Act</li> <li>• Municipal Act</li> <li>• City Of Toronto Act</li> <li>• Planning Act</li> <li>• Residential Tenancies Act</li> </ul> <p>*There is also other law, such as federal legislation and "judge-made law" ("case law"), which may be of interest to municipalities.</p>	Municipalities: <ul style="list-style-type: none"> <li>• Blue Mountains</li> <li>• Niagara-on-the-Lake</li> <li>• Toronto</li> <li>• Vancouver</li> <li>• New Orleans (USA)</li> <li>• Chicago (USA)</li> </ul>

Administration also conducted an environmental scan of municipalities that prohibit or regulate short-term accommodation rentals in Ontario. From the research conducted to date, there are very few municipalities that prohibit all forms of short-term accommodation rentals; many municipalities choose instead to regulate and/or licence such rentals.

The Town of Collingwood has the most stringent prohibition of short-term rentals, allowing them in hotels, motels and bed and breakfast establishments only. The Town's Zoning By-law defines Short Term Accommodation as:

the use of a dwelling unit, or any part thereof, that is operating or offering a place of temporary residence, lodging or occupancy by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement for any period of 30 consecutive calendar days or less, throughout all or any part of a calendar year.<sup>i</sup>

The Township of Seguin has prohibited short-term accommodation rentals but has received ongoing complaints of underground rental practices that have created enforcement problems. The Township is currently undertaking a public consultation process regarding a change in approach to allow for regulation of short-term accommodation rentals<sup>ii</sup>.

Both the Town of The Blue Mountains and the Town of Niagara-On-The-Lake, identified as examples in *The Home Sharing Guide for Ontario Municipalities*, have chosen to regulate short-term accommodation rentals in specific areas while prohibiting them in others. The Town of The Blue Mountains prohibits short-term accommodation rentals in low density residential areas and traditionally single-family-dwelling neighbourhoods (R1, R2 and R3 zones). The Town of Niagara-On-The-Lake restricts certain types of short-term accommodations to certain zones and requires that the building be occupied as a single detached dwelling for a minimum of 4 years before being eligible for a licence to rent as a short-term accommodation.

The City of Toronto has adopted zoning by-law amendments to permit short-term rentals for all principal residences in the City in all zones, having the effect that short-term rentals are permitted only where the property owner lives. The City has also enacted a licensing and registration of short-term rentals by-law.

It is important to consider the City of Toronto case as the City's zoning by-law amendments were subject to an appeal to the Local Planning Appeal Tribunal (LPAT). The appellants and additional parties in this case were short-term rental operators who did not live on site, rather they wished to allow individuals or companies to purchase or lease properties for the sole purpose of offering short-term accommodations on a full-time basis.

The LPAT dismissed the appeal in November, 2019 and noted the following in its decision:

The provision of housing as places to live for residents is a provincial and City priority. The provision of accommodation as places to stay for visitors must also be addressed, but does not receive the same policy emphasis. In keeping with policy, the ZBAs regulate the primary use of a dwelling unit as a principal residence ("PR") for a household, while also allowing for the provision of accommodation within a PR to travelers and others requiring short-term accommodation.

[...] the ZBAs prohibit the use of dwelling units and secondary suites for STR purposes that are not the PR of the operator. The ZBAs intend to stop persons or companies from purchasing or leasing a dwelling unit for the sole purpose of offering STR accommodations year-round.



[...] Owners and tenants who reside in a unit as their PR may provide STR accommodations under the ZBAs. Residents of a unit may offer STR accommodations while they are present in the dwelling or while they are away. Both arrangements are referred to as “home sharing”<sup>iii</sup>.

The effect of including the provision for rental of principal residences only in the Zoning By-law amendments is that property owners cannot offer short-term rentals of accommodations where they do not reside. In the case of Toronto, this allows residents to lower the cost of their housing by allowing them to supplement their income through home-sharing, while at the same time ensuring that affordable housing is not purchased solely by owners wishing to offer continuous home-sharing as a business.

Along with regulating or prohibiting short-term rentals, some municipalities specifically choose not to do so. The Township of Tiny does not prohibit short or long-term rentals of dwellings, as “Council understands that traditionally many residents seasonally rent their cottage/dwellings or lend them to family and friends during the summer months, which has been the common practice for decades<sup>iv</sup>”. However, this pertains to the entire dwelling only; a room rental is regulated in the Township’s Zoning By-law.

It should be noted that the majority of municipalities that have a short-term accommodation licensing program also have a general business licensing program, which the Town of Lakeshore does not have in place at this time. Introducing a licensing program would require additional resources for coordination of the program, including annual building and fire inspections, as well as additional resources for enforcement and licence appeals. While cost-recovery can be built into the program, the process of licensing requires significant time from all departments involved and would require additional staff.

There are some municipalities that have an accommodation tax in place which offsets some of the costs of regulation, and can be paid directly from the booking company (such as Airbnb) rather than collecting from individual property owners. A separate report on a MAT tax is anticipated to be presented to Council in 2021.

Locally, the City of Windsor recently undertook a public consultation process (March 2020) regarding the potential regulation of short-term accommodation rentals on a city-wide basis. A copy of the 2019 report to City Council has been included as Appendix B.

### Town of Lakeshore Zoning Provisions

As noted above, short-term accommodation rentals are generally defined as rentals of less than 30 days but are different from the traditional bed and breakfast business. Pursuant to the Town’s Zoning By-law, a “bed and breakfast establishment” is defined as:

a single detached dwelling in which no more than three rooms are made available by the residents of the said dwelling for the temporary accommodation

of travelers in the course of which no assistance is offered by any person not residing in the dwelling. This does not include a hotel, motel, or eating establishment, as defined herein.

Bed & breakfast establishments are allowed in the following zones and do not require a site-specific zoning or business licence from the Town:

- R1 – Residential – Low Density
- R2 – Residential – Medium Density
- RW1 – Residential Waterfront - Watercourse
- RW2 – Residential Waterfront – Lake St. Clair
- HR – Hamlet Residential
- HC – Hamlet Commercial
- CA – Central Area
- MU – Mixed Use
- A – Agriculture
- UR – Urban Reserve (existing bed & breakfast establishments only)

The following provisions shall apply to a bed and breakfast establishment, where it is permitted by this By-law:

- a) bed and breakfast establishments are only permitted within a single detached dwelling;
- b) the bed and breakfast establishment has no more than three off-street parking spaces associated with the bed and breakfast establishment, accommodated on the same lot;
- c) the bed and breakfast establishment does not include a liquor licensed premises or other facilities for the servicing of alcoholic beverages to the general public;
- d) the bed and breakfast establishment complies with the Building Code Act and such other by-laws and regulations as may be applicable for the Town;
- e) no portion of a guest room is located below grade or within a basement, walkout basement or cellar;
- f) no portion of a guest room contains facilities for the preparation of meals; and
- g) all other applicable provisions of this By-law shall apply and be complied with.

It should be noted that there is no definition of “short-term rental accommodation” in the Zoning By-law. However, there is a definition for “housekeeping cottage”, defined as:

One or a group of buildings that provides temporary accommodations to overnight guests for a fee and is equipped with a kitchen, which has a common piped water supply with other such buildings.

Housekeeping cottages are permitted in the RW2-7 zone (Residential Waterfront – Lake St. Clair Zone Exception 7). This site-specific zoning is limited to one property on Caille Avenue.

## Analysis

Upon review of local short-term rental accommodation websites, Administration identified short-term rental accommodation listings on websites for 30 properties within the Town of Lakeshore boundaries. Nine of these properties are located within the Rochester Place RV park and two properties are operated as commercial bed & breakfast businesses (Iron Kettle Bed & Breakfast and the Elm Tree Retreat).

Administration also met with a member of the Ontario Provincial Police – Lakeshore Detachment to discuss concerns relating to accommodation rentals and found that short-term rental properties have not been noted by the OPP to be of significant concern in the municipality.

As with other regulatory matters, Administration is hesitant to recommend drafting legislation prohibiting or regulating an activity based on one particular area of complaint. Should Council wish to continue with the status quo, no resolution is needed at this time. Administration would suggest revisiting the matter in five years and actively monitor enforcement complaints to determine if there is an increase in community concern.

However, should Council wish to proceed with exploring such legislation, it is recommended that the Town undertake a public consultation process to encourage discourse with residents and local stakeholders. In light of the above, Administration has developed three options for Council's consideration at this time:

Option 1 – Direct Administration to undertake a public consultation process with residents and local stakeholders in 2021 regarding prohibiting, regulating or licensing short-term rental accommodations in the Town of Lakeshore.

Option 2 – Direct Administration to undertake a public consultation process with residents and local stakeholders in 2021 regarding prohibiting, regulating or licensing short-term rental accommodations in the Town of Lakeshore; and further direct that Administration prepare an interim control by-law to prohibit short-term accommodation rentals in the Town of Lakeshore for a period of one year. An interim control by-law would have the effect of halting short-term accommodation rentals while allowing time for public consultation and further research to occur.

Option 3 – Direct Administration to prepare a Zoning By-law amendment to prohibit short-term accommodations in the Town of Lakeshore.  
(Note: this option is not recommended)

Should Council wish to proceed with public consultation on this matter (Option 1 or Option 2), it is recommended that the process be delayed until such time as the funds are available (2021 budget) and at least one in-person open house can be held safely with social distancing measures.

Administration strongly recommends against prohibiting short-term accommodation rentals through a Town-wide Zoning By-law amendment (Option 3), without first having a public consultation process. The lack of a robust public consultation process would likely be criticized should an appeal be made to the LPAT.

### **Others Consulted**

Ontario Provincial Police – Lakeshore Detachment

### **Financial Impacts**

Should Council choose to prohibit or regulate short-term rental accommodations, it is recommended that public consultation be delayed in order to include the proper resources in the 2021 Budget. The cost for fulsome public consultation on this matter is estimated to be approximately \$6,000.

**Attachment(s):** Appendix A – The Home Sharing Guide for Ontario Municipalities

Appendix B – City of Windsor Report – Regulation of Short Term Rental Housing – City Wide

### **Report Approval Details**

Document Title:	Short-term Accommodation Rentals.docx
Attachments:	- home-sharing-guide-for-ontario-municipalities.pdf - City of Windsor - Short-Term-Rental-Housing-Report.pdf
Final Approval Date:	Aug 26, 2020

This report and all of its attachments were approved and signed as outlined below:

Tammie Ryall

Kristen Newman

Rosanna Pellerito

Truper McBride

---

<sup>i</sup> Town of Collingwood Zoning By-law 2010-40. Found at <https://www.collingwood.ca/town-services/law-enforcement/short-term-accommodations>

<sup>ii</sup> Township of Seguin Short-Term Accommodation and Cottage Rentals. Found at [https://www.seguin.ca/en/township-services/short\\_term\\_accommodation\\_cottagerentals.aspx#](https://www.seguin.ca/en/township-services/short_term_accommodation_cottagerentals.aspx#)

<sup>iii</sup> Local Planning Appeal Tribunal case PL180082, decision issued November 18, 2019. Found at <http://www.omb.gov.on.ca/e-decisions/pl180082-Nov-18-2019.pdf>

<sup>iv</sup> Township of Tiny Short-Term Rental Information. Found at <https://www.tiny.ca/Pages/Short-Term-Rental-Information.aspx>



# **THE HOME-SHARING GUIDE FOR ONTARIO MUNICIPALITIES**



## CONTENTS

<b>INTRODUCTION</b> .....	1
IN THIS GUIDE.....	2
<b>POLICY CONSIDERATIONS</b> .....	4
TABLE 1 – POLICY CONSIDERATIONS.....	5
<b>REGULATORY LEVERS</b> .....	8
SELF-REGULATION.....	10
TAXATION .....	11
TABLE 2 – REGULATORY LEVERS.....	12
<b>STAKEHOLDER CONSULTATIONS</b> .....	16
TABLE 3 – POTENTIAL STAKEHOLDERS .....	17
<b>PROVINCIAL LEGISLATION</b> .....	21
TABLE 4 – PROVINCIAL LEGISLATION .....	23
<b>JURISDICTIONAL SCAN</b> .....	30
TABLE 5 – JURISDICTIONAL SCAN .....	32
TABLE 6 – JURISDICTIONAL SCAN NARRATIVE .....	33
<b>OTHER RESOURCES</b> .....	40

## INTRODUCTION

In Ontario, home-sharing is one of the fastest growing sectors in the sharing economy. The growth of home-sharing in Ontario and around the world has been driven by consumers looking for greater choices, flexibility and lower costs, and the opportunity to earn extra income for hosts.

There is no consensus definition of home-sharing, but it is generally understood to refer to individuals renting out their residence, or part of their residence, for short periods of time through internet-based platforms such as Airbnb, HomeAway and VRBO.

Through consultations in 2016 and 2017, the Government of Ontario heard that home-sharing is a priority sector in the sharing economy for municipalities. The province also heard that local flexibility is key to address home-sharing in ways that allow municipalities to achieve local objectives (e.g., protecting long-term housing stock, attracting tourism, etc.).

Reflecting this feedback, the province has developed these home-sharing guidance materials as an informative resource that municipalities may wish to consult if they are considering regulating home-sharing locally.

The province also recommends that municipalities consult the sharing economy guide developed by the City of Guelph and the Guelph Lab for the Large Urban Mayors' Caucus of Ontario (LUMCO), entitled [Navigating the sharing economy: A 6-decision guide for municipalities](#). The province provided

funding for this handbook to help municipalities respond to the sharing economy in a way that is thoughtful, adaptable and innovative. The LUMCO guide identifies six decision points for municipalities to consider when addressing a sector of the sharing economy such as home-sharing.

Ontario's Home-sharing Guide for Ontario Municipalities has been carefully prepared and is intended to provide a summary of complex matters. It does not include all details and cannot take into account all local facts and circumstances. The guide refers to or reflects laws and practices which are subject to change.

Municipalities are responsible for making local decisions, including decisions in compliance with law such as applicable statutes and regulations. For these reasons, the guide, as well as any links or information from other sources referred to in it, should not be relied upon as a substitute for specialized legal or professional advice in connection with any particular matter. The user is solely responsible for any use or application of this guide. The inclusion of municipal examples in this guide does not imply an endorsement by the Province.

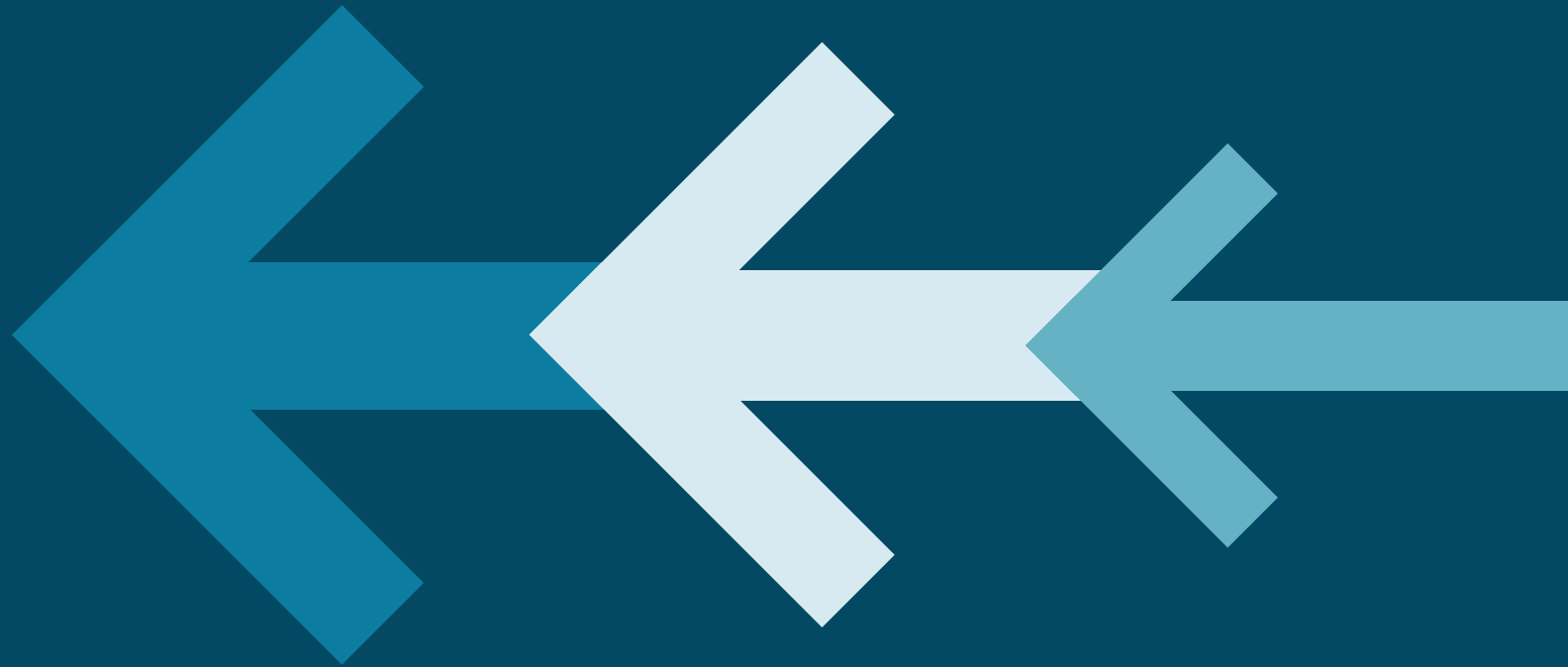


## IN THIS GUIDE

This guide is meant to provide municipalities with resources to help them begin their research about addressing home-sharing in their communities. The guide focusses on five questions municipalities may have about regulating home-sharing. These questions and some highlights are below.

Policy Considerations	Regulatory Levers	Stakeholders	Provincial Legislation	Jurisdictional Scan
<b>1. Why might municipalities consider addressing home-sharing?</b>	<b>2. How might municipalities wish to regulate home-sharing?</b>	<b>3. Who might municipalities wish to consult before taking action?</b>	<b>4. What legislation* may be of interest to municipalities considering taking action?</b>	<b>5. What are other municipalities doing?</b>
Issues: <ul style="list-style-type: none"> <li>• Impact on affordable housing</li> <li>• Increased opportunities for tourism</li> <li>• Challenges to existing regulations</li> <li>• Public safety concerns</li> <li>• Economic opportunity</li> <li>• Competitive advantages</li> </ul>	Regulatory levers: <ul style="list-style-type: none"> <li>• License platforms</li> <li>• License/register hosts/operators</li> <li>• Limit rentals to principal residences</li> <li>• Limit maximum number of consecutive days</li> <li>• Limit maximum number of days per year</li> <li>• Limit number of guests</li> <li>• Zoning</li> <li>• Prohibited/Ineligible Building List</li> </ul>	Stakeholders: <ul style="list-style-type: none"> <li>• Advocacy Coalitions</li> <li>• Housing Advocates and Local Residents</li> <li>• Community Groups</li> <li>• Home-owners and Landlords</li> <li>• Platforms</li> <li>• Hosts/Operators</li> <li>• Province of Ontario</li> <li>• Bed &amp; Breakfast and Hotel Industry</li> <li>• Tourism organizations</li> </ul>	Legislation: <ul style="list-style-type: none"> <li>• Accessibility For Ontarians With Disabilities Act</li> <li>• Condominium Act</li> <li>• Fire Protection And Prevention Act</li> <li>• Hotel Registration Of Guests Act</li> <li>• Municipal Act</li> <li>• City Of Toronto Act</li> <li>• Planning Act</li> <li>• Residential Tenancies Act</li> </ul> <p>*There is also other law, such as federal legislation and “judge-made law” (“case law”), which may be of interest to municipalities.</p>	Municipalities: <ul style="list-style-type: none"> <li>• Blue Mountains</li> <li>• Niagara-on- the-Lake</li> <li>• Toronto</li> <li>• Vancouver</li> <li>• New Orleans (USA)</li> <li>• Chicago (USA)</li> </ul>

At the end of the guide there is a list of other resources municipalities can consult to learn more about home-sharing, its impact on local communities and what other municipalities are doing to address it.



# **POLICY CONSIDERATIONS**

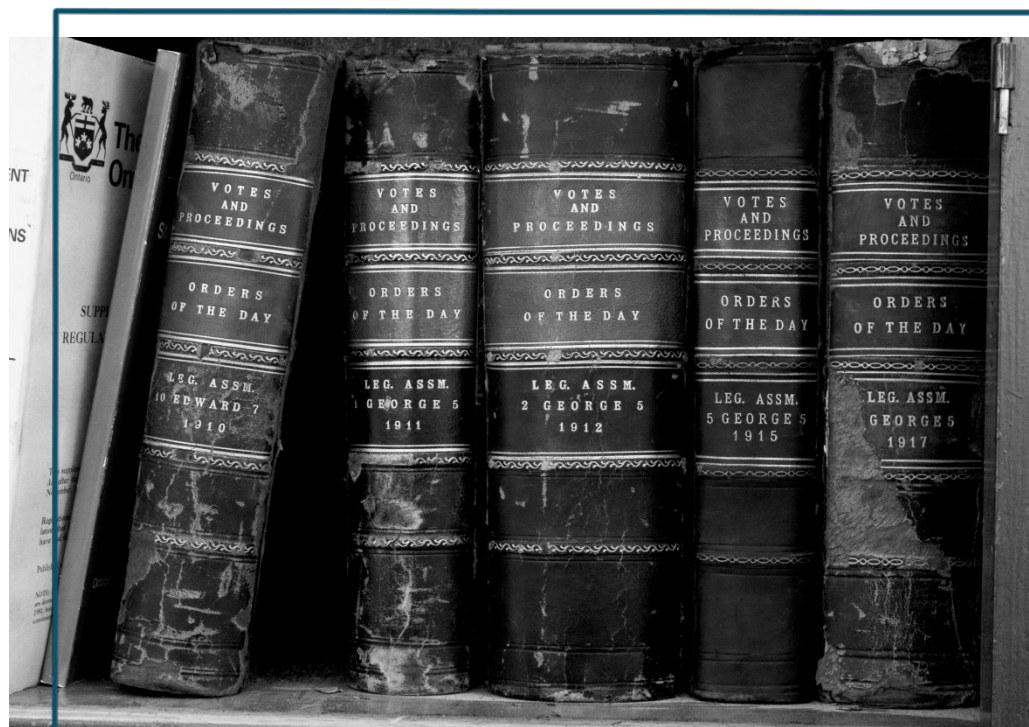
## POLICY CONSIDERATIONS

### Why might municipalities consider addressing home-sharing in their communities?

Home-sharing platforms are present in over 190 countries across the globe and many municipalities are taking action to regulate this activity. As municipalities address home-sharing, they often seek to find a balance between encouraging its growth to promote economic development and placing limits on the scope of activity to preserve the character of local communities. Findings from literature on home-sharing and public opinion research from Ontario in 2016 show support for home-sharing while also acknowledging there is a role for governments to play in regulating this sector.

Part of the research municipalities may wish to undertake when considering regulating home-sharing is to review concerns raised about short-term rental activity, or potential short-term rental activity, across the entire municipality to help verify the scope of issues that may be raised by various stakeholders. Municipalities may hold public consultations and may also wish to consult their legal counsel during policy development.

For more information about home-sharing policy options and considerations, visit the City of Guelph's [Compendium of Resources](#) for information including case studies, policy primers and proposals, and law and regulation resources.



## TABLE 1 – POLICY CONSIDERATIONS

Municipalities may seek to address some of the key issues noted below through home-sharing regulations or policies.

Issue	Description	Potential Responses <i>See Table 2 for more information about regulatory levers</i>
<b>Impact on affordable housing</b>	Home-sharing platforms may allow individuals to make more money renting on the short-term market than on the long-term market, which can deplete available stock of long-term rentals and raise market rents.	Limit home-sharing to principal residences. Limit the number of days a unit can be rented so that long-term rentals are more profitable than short-term rentals.
<b>Tourism</b>	Home-sharing has the potential to increase the number of visitors to Ontario, provide a wider selection of accommodations, allow a visitor to live like a local and can make travel more affordable for Ontarians.  Short-term vacation rentals already provide an important source of tourism activity in communities across Ontario. Smaller communities that lack sufficient tourist lodging can increase short-term vacation accommodations through home-sharing.  Commercial operators may make use of home-sharing platforms to attract visitors.	Consider how new regulations could increase the costs to both guests and hosts/operators or create barriers to new entrants, and aim to limit those costs or barriers.  Allow home-sharing in some parts of the community but not others through zoning.
<b>Challenges to existing regulations</b>	People involved in home-sharing may be currently subject to local by-laws (e.g., property tax, zoning and licensing by-laws, and the governing documents of a condo corporation (e.g. declarations, by-laws or rules). Home-sharing hosts may be knowingly or unknowingly violating municipal rules, and/or condominium corporation rules.	Educate residents about existing by-laws and policies, and how they relate to home-sharing. Advise potential hosts to check their condominium corporation governing rules. Explore partnerships with platforms to share information about by-laws. Collect data from platforms to facilitate enforcement.
<b>Public safety concerns</b>	Residents in some jurisdictions have raised concerns about having an influx of short-term renters in their communities who may:	Limit home-sharing to principal residences. Require licenses or registration for

Issue	Description	Potential Responses <i>See Table 2 for more information about regulatory levers</i>
	<ul style="list-style-type: none"> <li>not respect communal property (e.g., litter the neighbourhood);</li> <li>bring a party atmosphere to the community; or</li> <li>be involved in criminal behaviour.</li> </ul> <p>Concerns have also been raised about safety issues such as fire safety in condominiums (renters may not be aware of exit plan) and water safety in beachfront communities (renters may not be aware of proper precautions for water activities).</p>	<p>hosts/operators (include documents to ensure that the unit meets the municipality's health and safety requirements).</p> <p>Partner with platforms to communicate relevant by-laws to hosts/operators.</p>
<b>Economic opportunity</b>	<p>People can generate additional income by renting out their homes or rooms in their homes, making it more affordable to live in their own residence.</p> <p>Short-term vacation rentals allow individuals to supplement their income, and thereby offset the cost of their vacation property.</p>	<p>Consider how new by-laws could increase the costs to guests and reduce opportunity for hosts/operators or create barriers to new entrants. Aim to limit those costs or barriers.</p>
<b>Competitive advantages</b>	<p>The traditional accommodation industry may raise concerns that individuals, businesses, or platforms involved in home-sharing may be taking advantage of different rules to operate in the accommodations sector with a lower operating cost.</p> <p>Displacing the existing hospitality and accommodation industry may result in job losses, lower wages and lost tax revenues.</p>	<p>Consider ways to harmonize new by-laws with by-laws for traditional accommodations, such as including B&amp;Bs in the home-sharing by-laws or vice versa.</p>



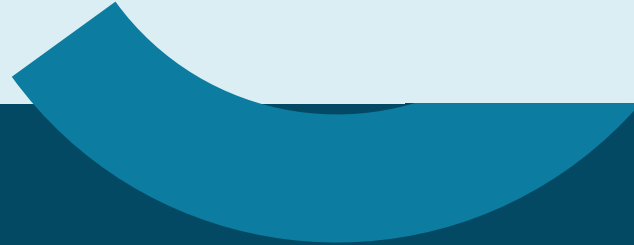
# REGULATORY LEVERS



## REGULATORY LEVERS

### How might municipalities wish to address home-sharing?

*The province recognizes municipalities as responsible and accountable governments that are in the best position to address matters within their jurisdiction. Through the Municipal Act and the City of Toronto Act, municipalities have broad powers respecting certain matters (subject to certain limits), which they may wish to consider using to regulate certain aspects of home-sharing platforms and hosts/operators. Under the Planning Act, municipalities have the authority to make local planning decisions that determine the future of communities, including whether and where home-sharing is allowed through their municipal official plan policies and zoning by-laws.*



## REGULATORY MODERNIZATION:

The Province has adopted regulatory modernization principles when designing regulations to reduce burden on business. Municipalities could consider these principles when designing home-sharing regulations. The seven regulatory modernization principles adopted by the Province are:

**1. Focus on the user by writing regulations in plain language and creating a single point of contact for business to access information or government services.**



**2. Use international industry standards (e.g. ISO) where available/appropriate to eliminate redundant reporting requirements.**



**3. Move to risk-based inspections: reduce the enforcement burden on businesses with a strong safety and compliance record, using accreditation to distinguish good actors from high-risk targets; better coordinate inspections among ministries and agencies.**



**4. Create a “Tell Us Once” culture where all ministries that interact with business use the Business Number so businesses do not provide the same information to government repeatedly.**



**5. Apply a small business lens by setting different compliance paths to achieve desired outcomes, rather than using a one-size-fits-all approach.**

**6. Go digital by delivering simple and straightforward digital services and products that will modernize public service delivery and make government work better for businesses.**



**7. Facilitate equivalent means of regulatory compliance where a business can demonstrate an alternative approach that meets or exceeds the requirement of the regulation.**





## SELF-REGULATION

One common impetus for regulation is to protect the public interest. Self-regulation pursues this goal but places the burden on the participants in the transaction.

Governments may conclude that internal feedback mechanisms on sharing economy platforms are sufficient to enable markets to regulate themselves.



## TAXATION

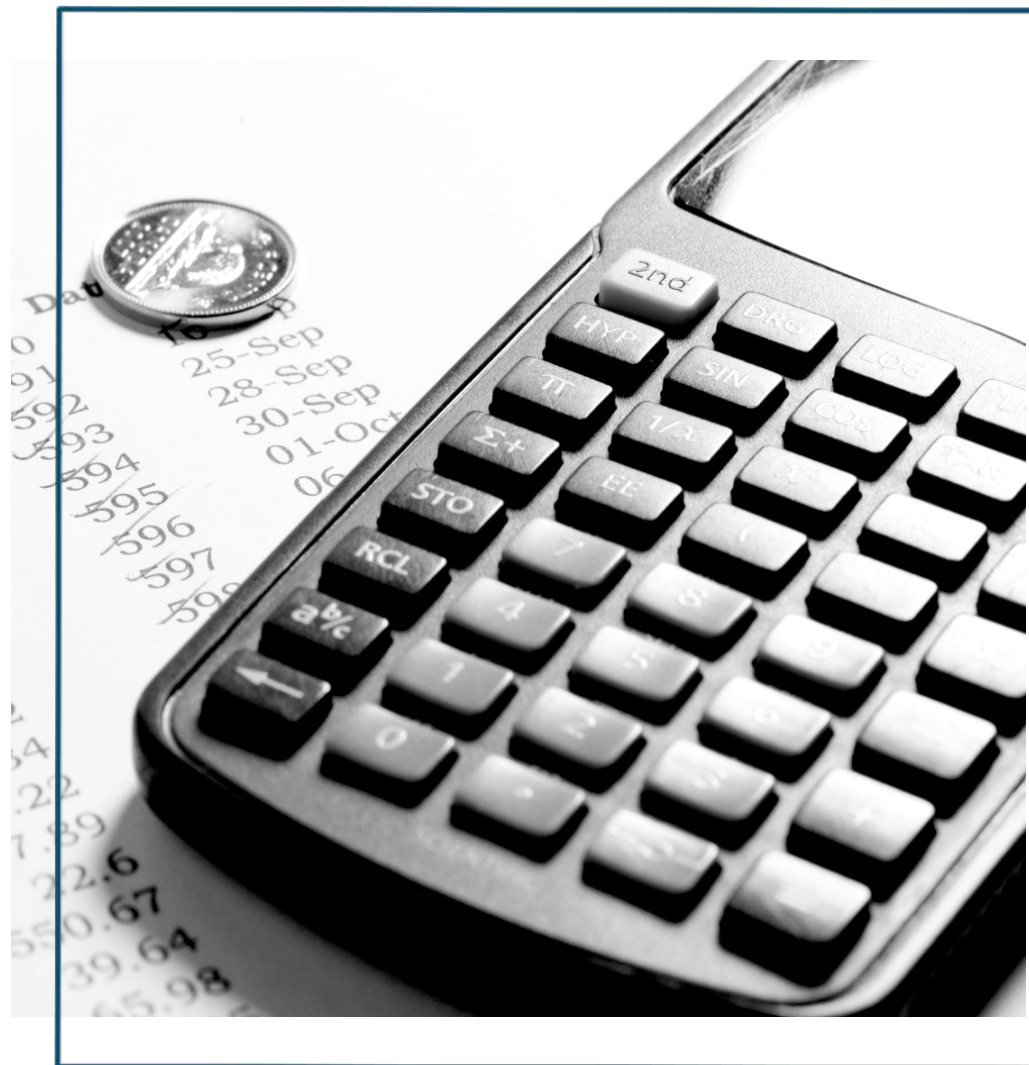
In the 2017 Budget, the government announced that it would provide the City of Toronto and all single-tier and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation (often referred to as a “hotel tax”). Legislative amendments to the Municipal Act, 2001 and the City of Toronto Act, 2006 that provide the City of Toronto and all single and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation came into force on December 1, 2017.

Under these amendments, municipalities have the flexibility to decide whether or not to implement a hotel tax, and also have the ability to determine the types of transient accommodation to which the tax would apply, the rate that would be charged, and other details about the tax.

A municipality would be responsible for setting out the application of the tax in a municipal by-law.

A municipality could choose to apply a municipal hotel tax to home-sharing arrangements, and may determine the applicable tax rate.

Regulations prescribing required revenue sharing with not-for-profit tourism organizations by municipalities that choose to implement a hotel tax also came into force on December 1, 2017.



## TABLE 2 – REGULATORY LEVERS

Regulating home-sharing in the context of home-sharing platforms, such as Airbnb, HomeAway and VRBO, is a relatively new practice. There are no proven best-practices established at this time, but the following are regulatory levers that municipalities have implemented to address home-sharing in their communities.

### Regulatory levers

#### License platforms

Municipalities may license platforms (subject to certain limits). Municipalities may wish to consider the feasibility of obtaining information (e.g. from platforms) and sharing information to assist with enforcement or future policy development.

#### Considerations

Very few jurisdictions around the world currently license home-sharing platforms; many only license the hosts/operators.

#### License/Register hosts/operators

Municipalities may wish to consider the feasibility of licensing or registering hosts/operators, creating databases of short-term rentals in their municipalities, and collecting other data relevant to enforcing home-sharing by-laws. Municipalities may wish to consider how licensing/registration systems might help address compliance with the municipality's health and safety requirements.

Incorporating traditional short-term rentals (e.g., Bed & Breakfasts) into one licensing/registration regime along with home-sharing could provide the municipality with an opportunity to update current short-term rental licensing/registration regimes if they already exist.

Creating different types of licenses based on zoning or types of accommodations could be explored to help achieve desired policy outcomes, such as limiting home-sharing in residential areas to maintain the character of neighbourhoods while encouraging it in tourist areas.

#### Considerations

Municipalities may wish to consider other options, such as permits to track short-term rentals and may wish to consider the regulatory burden on hosts/operators and the municipal resources required to enforce these options.

#### Limit rentals to principal residences

Several jurisdictions have imposed restrictions on second units to curb commercial activity (the use of investment properties for short-term rentals), to protect the availability of long-term rental stock.

While limiting home-sharing to principal residences may curb commercial activity, it may also interfere with individuals who want to rent out vacation properties for part of the year.

## Regulatory levers

### Definitions of principal residence

**Toronto:** A principal residence is a dwelling unit owned or rented by an individual person, alone or jointly with another person, where he or she is ordinarily resident.

**Vancouver:** The dwelling where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills.

**Chicago:** A dwelling unit: (1) that is occupied by its owner on a daily basis at least 245 days in the applicable calendar year; and (2) for which the owner has claimed a Cook County homeowner exemption.<sup>1</sup>

#### **Canada Revenue Agency:**

A property qualifies as your principal residence for any year if it meets **all** of the following **four** conditions:

- It is a housing unit, a leasehold interest in a housing unit, or a share of the capital stock of a co-operative housing corporation you acquire only to get the right to inhabit a housing unit owned by that corporation.
- You own the property alone or jointly with another person.
- You, your current or former spouse or common-law partner, or any of your children lived in it at some time during the year.
- You designate the property as your principal residence.

### Considerations

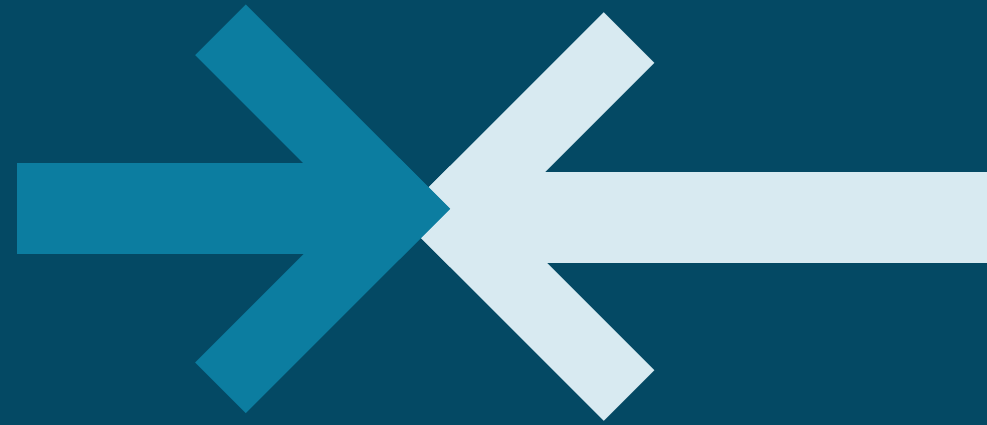
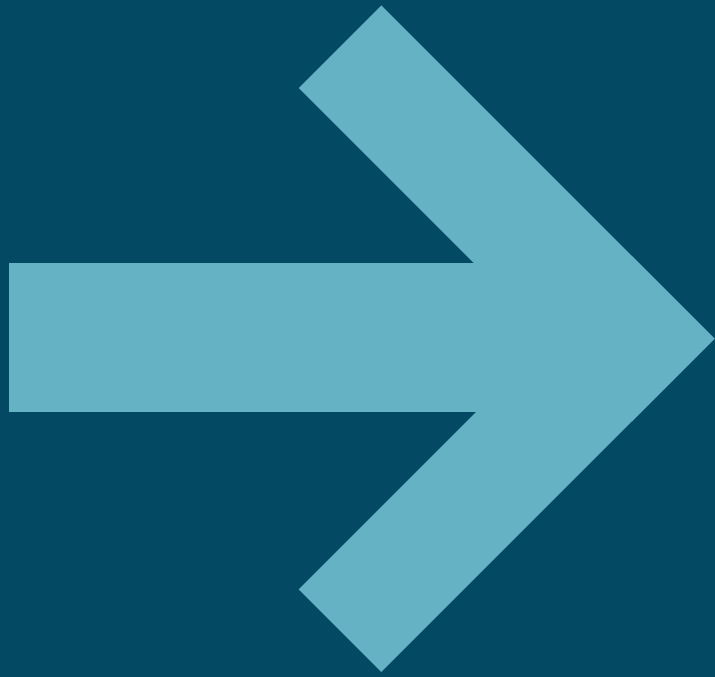
If a municipality limits rentals to principal residences, it will need to determine what proof of residence it will require and how that proof will be submitted (e.g., through a registration process, only when asked, etc.).

Municipalities will also need to consider whether secondary suites are included in the definition of primary residence, or if they will be excluded from home-sharing.

---

<sup>1</sup> A program administered by the Cook County Assessor's Office that allows taxpayers whose single-family home, townhouse, condominium, co-op or apartment building (up to six units) is their primary residence to save \$250 to \$2,000 per year, depending on local tax rates and assessment increases. The Homeowner Exemption is available to people who own or have a lease or contract which makes them responsible for the real estate taxes of the residential property. It must also be used as their principal place of residence for the year in question.

Regulatory levers	
<b>Maximum number of consecutive days</b>	<p>Municipalities may wish to explore the option of establishing a cap on the number of <b>consecutive</b> days a unit can be rented in order to distinguish short-term rentals from long-term rentals. For example, many municipalities define short-term rentals as rentals that last fewer than 30 days.</p> <p><b>Considerations</b></p> <p>Municipalities may wish to consider the feasibility of proactively monitoring and enforcing this option. For example, in the City of Vancouver’s policy licensing report, Regulating Short Term Rentals in Vancouver (July 5, 2017), it is stated that even though renting units for less than 30 days is prohibited, short-term rentals supply approximately 29 per cent of Vancouver’s accommodations for tourists and other transient guests.</p>
<b>Maximum number of days per year</b>	<p>Municipalities may wish to consider the option of restricting the number of days per year a unit can be rented out on a short term basis, in order to encourage homes to retain a ‘private use’ component. Municipalities adopting this approach may wish to explore arrangements with home-sharing platforms to remove listings in violation of local restrictions.</p> <p><b>Considerations</b></p> <p>Municipalities may wish to consider the feasibility of enforcing restrictions on the maximum number of days. For example, this could require tracking individuals/addresses over several different platforms.</p>
<b>Number of guests</b>	<p>Municipalities may wish to consider restricting the number of guests allowed in a unit (e.g., two per bedroom). For example, this may help address home-sharing units being used as “party houses”.</p> <p><b>Considerations</b></p> <p>Municipalities may wish to consider the feasibility of enforcing limits on the number of guests and how complaints about activity in the rental unit would be addressed.</p>
<b>Zoning</b>	<p>Where a municipality has determined that home-sharing is a discrete land use, the municipality may wish to consider limiting the use to certain areas (e.g., residential or mixed-use zones), or certain building types (e.g., six units or less) to achieve the desired policy goals, such as encouraging tourism, preserving the character of neighbourhoods, protecting housing stock, etc.</p>
<b>Ineligible and Prohibited Building Lists</b>	<p>Municipalities may wish to consider creating lists of buildings that are ineligible to participate in home-sharing for various reasons, e.g., repeated by-law infractions, repeated fire code violations, by request of a condo corporation, etc.</p> <p>Municipalities could explore the possibility of working with home-sharing platforms to help enforce these rules.</p>



# STAKEHOLDER CONSULTATIONS



## STAKEHOLDER CONSULTATIONS

### Who might municipalities wish to consult before taking action?

Photo looking down at two women and two men seated at a circular table. As noted in the Large Urban Mayors' Caucus of Ontario's sharing economy guidebook, *Navigating the sharing economy: A 6-decision guide for municipalities*, consulting with stakeholders is a crucial part of municipal decision-making.

The following is a list of potential stakeholders municipalities may want to consult when addressing home-sharing. This list provides examples and is not meant to be exhaustive.



**TABLE 3 – POTENTIAL STAKEHOLDERS**

Group	Description/Interest (highlights based on the groups' websites linked below)
<b>Advocacy Coalitions</b>	<p><b>Fairbnb.ca:</b> <a href="http://Fairbnb.ca">Fairbnb.ca</a></p> <ul style="list-style-type: none"> <li>• A national coalition of homeowners, tenants, tourism businesses and labour organizations bringing together groups from the regulated hotel and B&amp;B industry with property owners, property renters and other concerned citizens.</li> <li>• Calling for a robust, nationally-consistent policy framework to ensure home-sharing complies with fair, safe and respectful legislation – drawing on the experience of other countries and other cities.</li> <li>• Released a report about Airbnb in Toronto, entitled <i><u>Squeezed Out: Airbnb's Commercialization of Home-Sharing in Toronto.</u></i></li> </ul>
<b>Bed &amp; Breakfast and Hotel Industry</b>	<p><b>Federation of Ontario Bed &amp; Breakfast Accommodation:</b> <a href="https://www.fobba.com/">https://www.fobba.com/</a></p> <ul style="list-style-type: none"> <li>• The professional association representing the Bed &amp; Breakfast industry in Ontario.</li> <li>• Members voluntarily agree to adhere to a high set of consistent standards defining cleanliness, comfort, quality, safety and hospitality.</li> <li>• Represents approximately 280 B&amp;Bs, and has approximately 100 direct B&amp;B members and three local association members (Fergus/Elora, Stratford and Niagara-on-the-Lake).</li> </ul> <p><b>The Hotel Association of Canada:</b> <a href="http://www.hotelassociation.ca/home.asp">http://www.hotelassociation.ca/home.asp</a></p> <ul style="list-style-type: none"> <li>• Represents more than 8,178 hotels, motels and resorts that encompass the \$18.4 billion Canadian hotel industry which employs 304,000 people across Canada.</li> </ul> <p><b>The Ontario Restaurant Hotel &amp; Motel Association:</b> <a href="http://www.orhma.com/home.aspx">http://www.orhma.com/home.aspx</a></p> <ul style="list-style-type: none"> <li>• Has over 4,000 members, representing more than 11,000 establishments across the province.</li> </ul> <p><b>UNITE HERE:</b> <a href="http://unitehere.org/industry/hotels/">http://unitehere.org/industry/hotels/</a></p> <ul style="list-style-type: none"> <li>• Labour union that represents 270,000 working people across Canada and the United States, including workers in the hotel industry.</li> </ul> <p><b>Unifor:</b> <a href="https://www.unifor.org/en">https://www.unifor.org/en</a></p>



Group	Description/Interest (highlights based on the groups' websites linked below)
<b>Housing and Tenant Advocates and Local Resident/Community Groups</b>	<ul style="list-style-type: none"> <li>• Unifor represents 17,600 members working in the diverse hospitality and gaming sector. One-third of their membership work in hotels - including major chains (like Fairmont, Radisson and Delta) and stand-alone facilities.</li> </ul> <p><b>Housing Help Association of Ontario:</b> <a href="https://findhousinghelp.ca/">https://findhousinghelp.ca/</a></p> <ul style="list-style-type: none"> <li>• Provides a list of coalitions, advocacy groups and organizations across Canada that are working on housing and homelessness issues.</li> </ul> <p><b>Federation of Metro Tenants' Associations (FMTA):</b> <a href="https://www.torontotenants.org/">https://www.torontotenants.org/</a></p> <ul style="list-style-type: none"> <li>• A non-profit organization which advocates for better rights for tenants.</li> <li>• FMTA has over 3,000 members, including affiliated tenant associations and individuals.</li> </ul> <p><b>Advocacy Centre for Tenants Ontario (ACTO):</b> <a href="http://www.acto.ca/">http://www.acto.ca/</a></p> <ul style="list-style-type: none"> <li>• Works to better the housing situation of Ontario residents who have low incomes including tenants, co-op members and people who are homeless.</li> <li>• ACTO works with legal clinics, tenant associations and other groups and individuals concerned about housing issues.</li> </ul>
<b>Landlords</b>	<p><b>Federation of Rental Housing Providers of Ontario (FRPO):</b> <a href="https://www.frpo.org/">https://www.frpo.org/</a></p> <ul style="list-style-type: none"> <li>• Represents those who own, manage, build and finance, service and supply residential rental homes.</li> <li>• FRPO represents over 2,200 members who own or manage over 350,000 household across Ontario.</li> </ul> <p><b>Landlord's Self-Help Centre (LSHC):</b> <a href="https://landlordselfhelp.com/">https://landlordselfhelp.com/</a></p> <ul style="list-style-type: none"> <li>• A non-profit community legal clinic funded by Legal Aid Ontario and mandated to support Ontario's small-scale landlord community exclusively.</li> </ul> <p><b>Greater Toronto Apartments Association (GTAA):</b> <a href="https://www.gtaaonline.com/">https://www.gtaaonline.com/</a></p> <ul style="list-style-type: none"> <li>• Represents the interests of Toronto firms participating in the multifamily rental housing industry.</li> <li>• The GTAA represents over 240 property management companies that own and operate 160,000 apartment units.</li> </ul> <p><b>Ontario Landlords Association:</b> <a href="http://ontariolandlords.org/">http://ontariolandlords.org/</a></p>

Group	Description/Interest (highlights based on the groups' websites linked below)
	<ul style="list-style-type: none"> <li>• A network of landlords who promote and protect the interests of landlords and help landlords succeed through education, news and networking.</li> </ul> <p><b>Canadian Apartment Properties Real Estate Investment Trust:</b> <a href="https://www.caprent.com/">https://www.caprent.com/</a></p> <ul style="list-style-type: none"> <li>• One of Canada's largest residential landlords</li> </ul>
<b>Hosts/Operators</b>	<p>If home-sharing is already taking place in your municipality, there may be a community of hosts/operators you can engage with to understand their experiences and how potential regulations may impact them. Municipalities could target hosts/operators through events such as town halls that are advertised for people involved in the short-term rental market.</p>
<b>Platforms</b>	<p>There are several home-sharing platforms operating in Ontario. Some have a larger presence in certain municipalities than others. The following are some of the major platforms in Ontario.</p> <p><b>Airbnb</b></p> <ul style="list-style-type: none"> <li>• Has listings in more than 65,000 cities and 191 countries.</li> <li>• The most popular home-sharing platform in Ontario.</li> <li>• Partnered with the Ontario Government and the Canada Revenue Agency to educate Ontarians who engage in home-sharing about their rights and responsibilities.</li> <li>• Has engaged with municipalities and the Province of Ontario to address home-sharing.</li> </ul> <p><b>HomeAway</b></p> <ul style="list-style-type: none"> <li>• Has more than 2 million unique places to stay in 190 countries.</li> <li>• Part of the Expedia, Inc. family of brands, including VRBO and travel mob.</li> </ul> <p><b>Flipkey</b></p> <ul style="list-style-type: none"> <li>• Has more than 830,000 properties in 190 countries.</li> <li>• Part of TripAdvisor Rentals</li> </ul>
<b>Province of Ontario</b>	<p>In October 2015, the Province established the Sharing Economy Advisory Committee (SEAC) with representation from key ministries to oversee Ontario's approach and to harness the opportunities presented by the sharing economy, including home-sharing. In 2016 and 2017, SEAC has been researching the sharing economy, has consulted a wide range of industry, community and municipal stakeholders, and conducted public polling of Ontarians about their use and perception of the sharing economy. If you have questions for SEAC, please send an email</p>

## Group

## Description/Interest (highlights based on the groups' websites linked below)

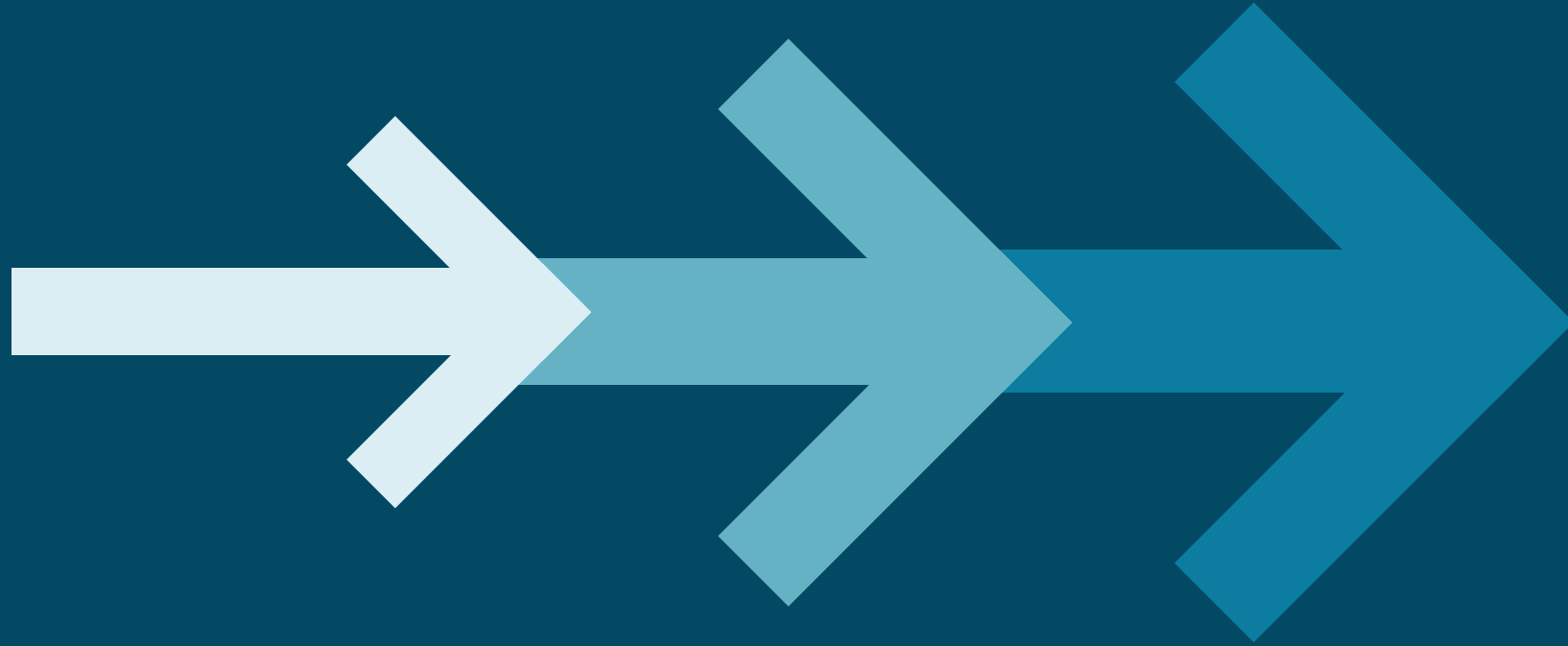
to: [sharingeconomy@ontario.ca](mailto:sharingeconomy@ontario.ca).

### Tourism Industry

**Tourism Association of Ontario:** <http://www.tiaontario.ca/cpages/home>

- Advocates for the importance of tourism as an economic driver and job creator in order to serve the interests of Ontario's diverse tourism industry and business community.
- Recognized as the umbrella government advocacy organization serving Ontario's diverse tourism industry and facilitating conversations between industry and government to affirm the economic value of tourism.





# PROVINCIAL LEGISLATION

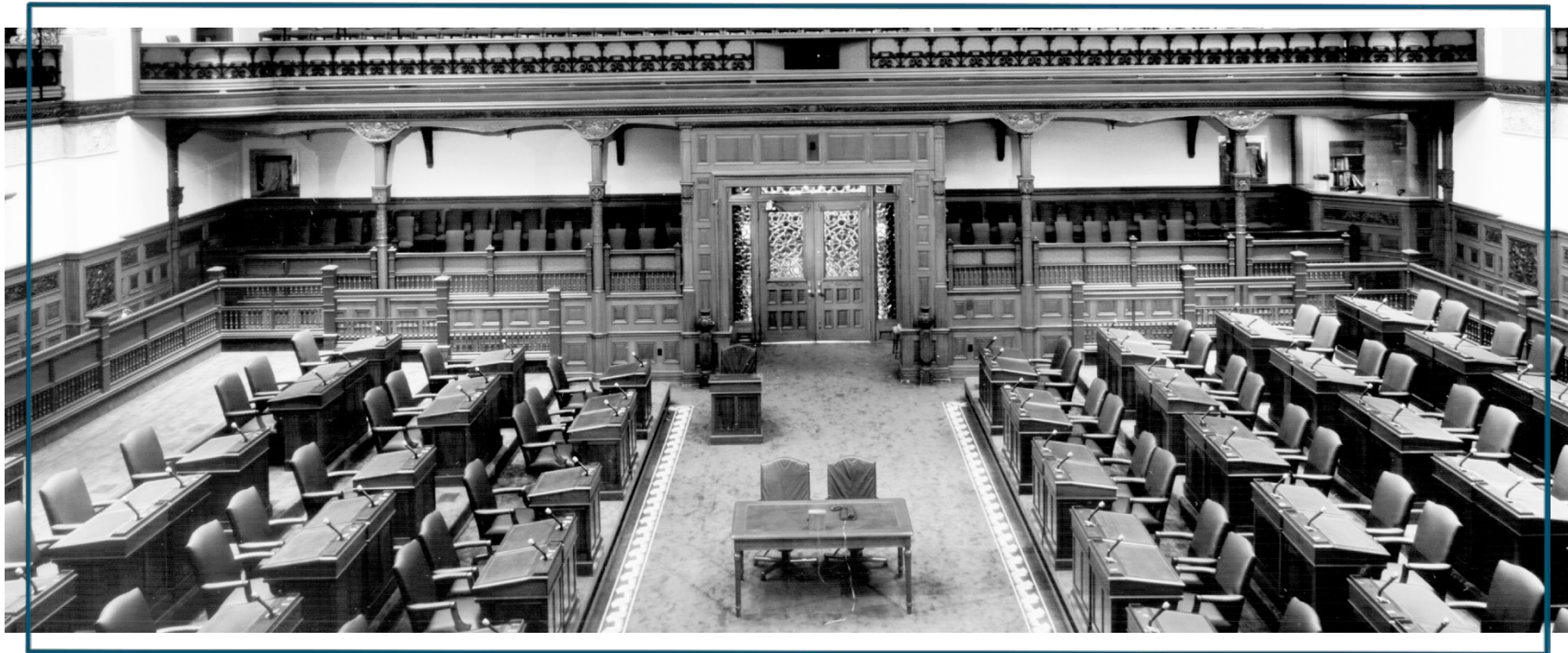
## PROVINCIAL LEGISLATION

### What provincial legislation may be of interest to municipalities considering taking action?

The Municipal Act provides municipalities with broad powers to introduce by-laws and govern activities within their jurisdiction, which may include some aspects of home-sharing. The Planning Act provides municipalities with the authority to regulate the use of land, buildings and structures through zoning. A municipality can regulate the locations and development standards that could apply to a specific use of land based on the planning impacts. The

following table describes some provincial legislation that may be of interest to municipalities considering regulating home-sharing.

The law is complex and municipalities should consult their solicitors whenever any legal issue is in question. This list provides examples and is not meant to be exhaustive. There is also other law, such as federal legislation and “judge-made law” (“case law”), which may be of interest to municipalities.





## TABLE 4 PROVINCIAL LEGISLATION

### Provincial Act

[ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 \(AODA\)](#)

[INTEGRATED ACCESSIBILITY STANDARDS REGULATION \(IASR\), O. Reg. 191/11](#)

Ontario has laws to improve accessibility for people with disabilities. The Accessibility for Ontarians with Disabilities Act (AODA) is a law that sets out a process for developing and enforcing accessibility standards.

Accessibility standards are laws under the Integrated Accessibility Standards Regulation that government, businesses, non-profits and public sector organizations must follow to become more accessible. They help organizations identify and remove barriers to improve accessibility for people with disabilities in 5 areas of daily life in the areas of transportation, customer service, employment, information and communications and in the design of public spaces.

#### **Application**

The AODA and its related accessibility standards applies to every person or organization that provides goods, services or facilities to the public or other third parties and that has **at least one employee in Ontario**. Accessibility requirements and deadlines depend on the type and size of your organization.

If an organization has one or more employees, the organization must adhere to the accessibility requirements under the AODA and its standards. Sole proprietors or self-employed individuals who do not have employees are exempt from having to comply with the AODA and its accessibility standards.

**Accessibility requirements for organizations can be found at the government's accessibility website at:**

<https://www.ontario.ca/page/accessibility-laws>.

## CONDOMINIUM ACT

The Condo Act provides for the registration and creation of condominiums and gives owners the tools to run their condominium corporations with minimal government involvement.

Hierarchy of a condominium's governing documents

Governing document	What it does	Threshold for change	Other limitations
1. Declaration	Considered to be like the "constitution" of the condo – can include restrictions on the use and occupation of the units and common elements, etc.	Currently, the owners of 80 per cent or 90 per cent of units must consent to a change	Need not be reasonable; must be consistent with the Condo Act and the declaration would be subject to any other act (such as the Human Rights Code) that has primacy over the Condo Act or the declaration.
2. By-laws	Condo by-laws can set occupancy standards that are either: 1) the same as municipal by-laws where the condominium is located or, 2) subject to the regulations, not more restrictive than the standards that are in accordance with the maximum occupancy for which the condo building is designed (based on the Building Code).	Currently, owners of a majority of units must vote to approve a change	Must be reasonable and consistent with the declaration and the Condo Act
3. Rules	Govern the use of units and common elements to: <ul style="list-style-type: none"><li>• promote safety, security and welfare, or</li><li>• prevent unreasonable interference with use and enjoyment of the property</li></ul>	Made by the board Can be overturned by a majority vote at a meeting of owners	Must be reasonable and consistent with the by-laws, the declaration, and the Condo Act

- The declaration may contain conditions or restrictions with respect to the occupation and use of the units or common elements.
- The content of a condo corporation's governing documents is ultimately up to the board and owners. The Condominium Act does not specifically address short-term rentals.  
The planning authority can require that the description contain certain conditions, before the developer registers the description to create the condo corporation.
- Generally, if a condo's governing documents are more restrictive than the municipality's by-laws, owners and occupiers of the condo must still comply with the condo's governing documents. For example, if a municipality permits short-term rentals but a condo corporation's governing documents prohibit or restrict short-term rentals, the restriction or prohibition of the condo corporation's governing documents would still apply.

## Provincial Act

### FIRE PROTECTION AND PREVENTION ACT (FPPA)

The FPPA reflects the principle that municipalities are in the best position to determine their own needs and circumstances.

One of the intents of the FPPA is to establish municipal responsibility for fire protection and makes fire prevention and public education mandatory. It serves to clarify the role of municipalities in providing fire services and establish the minimum level of fire protection without imposing significant costs on municipalities.

Municipalities are responsible for conducting a risk assessment of their jurisdiction, and identifying what fire protection services are necessary to mitigate those risks to an acceptable level. This would include assessing risks related to home-sharing in their community and home-sharing regulations they may be contemplating. While municipalities are responsible to ensure that this is done, they may request assistance from the Office of the Fire Marshal, or contract the necessary consulting services to actually conduct the assessment.

When regulating home-sharing, municipalities should consider fire and life safety criteria for compliance with the Ontario Fire Code.

### HOTEL REGISTRATION OF GUESTS ACT

This act is not directly relevant to regulating home-sharing at a municipal level; however, the definition of hotel may be useful for distinguishing between hotels and short-term accommodations. The act requires every hotel to keep a register of guests and it contains a number of offences relating to the keeping of a register. In addition, the room rates are to be posted in each room, failure of which is also an offence.

**“Hotel”** means a separate building or two or more connected buildings used mainly for the purpose of catering to the needs of the travelling public by the supply of food and also by the furnishing of sleeping accommodation of not fewer than six bedrooms as distinguished from any other building or connected buildings used mainly for the purpose of supplying food and lodging by the week or otherwise commonly known as “boarding houses” or of furnishing living quarters for families and having a dining room or restaurant commonly known as “apartment houses” or “private hotels”.



## MUNICIPAL ACT

### CITY OF TORONTO ACT

Under the Municipal Act and the City of Toronto Act municipalities have broad powers (subject to certain limits) that allow them to make decisions in a number of areas to address local circumstances and interests. Some of these broad powers include:

- Economic, social and environmental well-being of the municipality, including respecting climate change;
- Health, safety and well-being of persons; and
- Protection of persons and property, including consumer protection.

It is up to municipalities to make local decisions, such as providing local programs and services, and interpreting their powers.

Generally, municipalities are under no obligation to inform the province about local decisions. Interested persons often raise their concerns with the municipality.

## PLANNING ACT

Municipal councils, landowners, developers, planners and the public play an important role in shaping a community. Community planning is aimed at identifying common community goals and balancing competing interests of the various parties. The central activity in the planning of a community is the making of an official plan, a document which guides future development of an area in the best interest of the community as a whole. The Planning Act sets out the ground rules for land use planning in Ontario and describes how land uses may be controlled, and who may control them. It provides for a land use planning system led by provincial policy, promotes sustainable economic development, and recognizes the decision-making authority and accountability of municipal councils in land use planning.

Under the Planning Act, municipalities:

- make local planning decisions that will determine the future of communities
- prepare planning documents, such as:
  - an official plan, which sets out the municipality's general planning goals and policies that will guide future land use
  - zoning by-laws, which set the rules and regulations that control development as it occurs. The Planning Act also gives planning boards in northern Ontario the power to adopt official plans and pass zoning by-laws for unorganized territory within their planning areas
- ensure planning decisions and planning documents are consistent with the Provincial Policy Statement which sets the policy foundation for regulating the development and use of land, and conform or do not conflict with provincial plans such as the Growth Plan for the Greater Golden Horseshoe and the Greenbelt Plan.

The Planning Act does not explicitly address home-sharing or the sharing of land between individuals. It would be up to the municipality through its zoning by-laws to determine if sharing a residential dwelling constitutes a use of land, whether it changes the use of land from residential to another use (e.g. commercial), and whether the change in use is permitted by municipal zoning by-laws. Alternatively, municipalities could consider home-sharing as a home business which is regularly permitted in residential zones in many municipal zoning by-laws.

## RESIDENTIAL TENANCIES ACT

The Residential Tenancies Act, 2006 (RTA) sets out the rights and responsibilities of landlords and tenants for most residential rental properties in Ontario.

“The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish the framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.” 2006, c. 17, s. 1.

### **Application of the Act**

While the RTA applies to residential rental units despite any other legislation, agreement or waiver to the contrary, certain types of accommodation are exempt. For example, the RTA does not apply to accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel, bed and breakfast vacation establishment, or certain other types of facilities. As well, the RTA does not apply where the occupant is required to share a bathroom or kitchen with the owner.

In situations where it may be unclear, a landlord or tenant can make an application to have the Landlord and Tenant Board (LTB) determine whether all or part of the RTA applies to a rental unit or residential complex. It is up to the Member to determine whether or not the RTA applies in any situation, depending on the facts of the case.

### **Tenancy Agreement**

Where a rental unit is subject to the RTA, a landlord and tenant enter into a tenancy agreement. A tenancy agreement is a written, oral or implied agreement between a landlord and a tenant for occupancy of a rental unit. In the contract, the tenant agrees to pay rent to live in a rental unit provided by the landlord.

The landlord and tenant can agree to a fixed term tenancy which lasts for a specific period of time. Most fixed term tenancies are for one year, but the RTA does not mandate minimum rental periods. When a tenancy agreement expires, the tenancy does not end – it continues under the same terms and conditions as before, because landlords and tenants have to give each other proper notice to end a tenancy.

### **Subletting**

A sublet occurs when a tenant moves out of the rental unit, lets another person live there for a period of time, but returns to live in the unit before the tenancy ends.

A tenant must have the landlord’s consent to sublet the unit, but the landlord must have a good reason to refuse. If a tenant sublets without the landlord’s consent, the landlord can apply to the Landlord and Tenant Board (LTB) for an eviction order to terminate the original tenancy and evict the unauthorized occupant. If the tenant thinks that the landlord is being unreasonable in withholding their consent to sublet to a specific person, the tenant can file an application with the LTB.

A tenant who sublets a rental unit cannot:

charge a rent that is greater than the rent that is lawfully charged by the landlord for the rental unit;

collect any additional fee for subletting a rental unit; or

require an individual to pay for goods or services as a condition for the subletting in addition to the rent the person is lawfully required to pay to the tenant or landlord.

In a sublet, all of the terms of the original tenancy agreement stay the same. The tenant is liable to the landlord for any breaches in their lawful obligations under the tenancy agreement, while the sub-tenant is liable to the tenant.

## **Eviction**

Under the Act, in certain cases a tenant can be evicted if the tenant, tenant's guest or someone else who lives in the rental unit does something they shouldn't do. Grounds for eviction include, but are not limited to:

- wilfully or negligently causing damage to the rental property
- substantially interfering with the reasonable enjoyment or another lawful right of other tenants or the landlord
- seriously impairing the safety of others
- allowing too many people to live in the rental unit in contravention of health, safety or housing standards ("overcrowding")

A landlord can end a tenancy only for the reasons allowed by the Act.

The first step is for the landlord to give the tenant notice in writing that they want the tenant to move out. The proper forms a landlord must use for giving a notice to end the tenancy are available from the LTB.

If the tenant does not move out after receiving the notice, the landlord can ask the LTB to end the tenancy by filing an application. The LTB will decide if the tenancy should end after holding a hearing. Both the landlord and the tenant can come to the hearing and explain their side to a member of the LTB.

## **Landlord and Tenant Board**

The LTB resolves disputes between residential landlords and tenants and provides information/brochures about the RTA.

**Contact the LTB: Toll free:** 1-888-332-3234

**Toronto area:** 416-645-8080

**TTY:** Bell Relay Service at 1-800-268-9242

**Website:** <http://www.sjto.gov.on.ca/ltb/>





# JURISDICTIONAL SCAN

## JURISDICTIONAL SCAN

### What are other municipalities doing?

The following is a high-level scan of how municipalities in Ontario and the United States are, or are not, utilizing some common home-sharing regulatory levers.

The chart below is a summary for reference purposes.

For further details, refer directly to the links below in Table 6 – Jurisdictional Scan Narrative.

The inclusion of municipal examples in this guide does not imply an endorsement by the Province.



**TABLE 5 JURISDICTIONAL SCAN**

Regulation	The Blue Mountains	Niagara-on-the-Lake	Toronto	Vancouver	New Orleans (USA)	Chicago (USA)
License home-sharing platform			✓			✓
License/Register hosts/operators	✓	✓	✓	✓	✓	✓
Limit rentals to principal residences			✓	✓		✓
Maximum number of consecutive days	✓	✓	✓	✓	✓	
Maximum number of days per year					✓	
Number of guests	✓				✓	
Zoning	Certain areas of the Town are zoned to allow for Commercial Resorts Units; these do not need to be licenced for short term rentals.	Zoning restrictions are based on the type of short-term rental, e.g., cottage rental, vacation apartment, etc.	Short-term rentals to be added as a permitted use for all zones where dwelling units are permitted	Short-term rentals to be allowed in all residential dwelling units across certain zoning districts.	The Comprehensive Zoning Ordinance allows specific short-term rental types in specific zoning districts.	Zoning used to restrict home-sharing in some residential areas.
Ineligible or Prohibited Building List						✓
Tax on transient accommodation			Under review	Under review	✓	✓

## TABLE 6 JURISDICTIONAL SCAN NARRATIVE

The following table provides a more detailed look at the approaches to regulating home-sharing in several municipalities in Ontario and the United States. For further details, please refer to the links below.

### JURISDICTIONAL APPROACHES

#### TOWN OF THE BLUE MOUNTAINS

<http://www.thebluemountains.ca/sta-consult.cfm>

##### Goal

The Town of Blue Mountains is aiming to balance the needs of property owners with those of residents looking for safe, adequate and properly maintained short-term accommodation (STA) premises.

The accommodation of recreational visitors is critical to the economy of the Town and to employment in the many recreational businesses and activities located there. Short-term accommodations, including the rental of private houses, chalets and condominium units, are important to tourism in the area.

##### Definition

[BY-LAW NO. 2009-04](#)

"SHORT TERM ACCOMMODATION (STA)" means a dwelling or structure of any part thereof that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, license, rental agreement or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year. Short term accommodation shall not mean or include a motel, hotel, bed and breakfast establishment, tourist cabin or cottage, hospital, commercial resort unit or similar commercial or institutional use.

##### Key Points

- Generally, a newly established STA is not permitted in a low density residential zone.
- Short term (less than 30 days) accommodation uses are NOT permitted in any traditionally single-family-dwelling neighbourhoods, zoned R1, R2 and R3.
- The maximum number of occupants within a dwelling that is being operated as a short term accommodation shall not exceed a total number based upon 2 persons per bedroom plus an additional 2 persons.



- The number of non-occupying guests permitted at a short term accommodation premises must not be such that it may conflict with the residential neighbourhood or amenity.
- Short term accommodation renters are not to host commercial functions.
- So called "party houses" conflict with residential amenity and are not permitted.
- Any gathering, celebration or entertainment at a short term rental accommodation premise must not conflict with residential amenity and must comply with all the other requirements of this Code and the Town of The Blue Mountains by-laws.
- An STA Licence is only required if you rent for periods of less than 30 days.
- There are certain areas of the Town where owners do not require a license to rent for short term periods but they must meet other requirements. Certain areas of the Town are zoned to allow for Commercial Resorts Units (CRU) and these do not need to be licensed for short term rental periods at this time.
- Consequences can include fines if an owner is found to be in violation of the bylaw.
- A license is valid for a period of 2 years from date of issuance.

## **NIAGARA-ON-THE-LAKE**

### **Definition**

#### **[BY-LAW NO. 4634-13](#)**

SHORT TERM RENTALS means the use of a building for overnight guest lodging for a period of not more than 28 days and includes Bed and Breakfast Establishment, Cottage Rentals, Villas, County Inns and Vacation Apartments.

### **Key Points:**

- Short-term rentals include:
  - Bed and Breakfasts – no more than three guestrooms
  - Villas – four or more bedrooms
  - Cottages – up to three bedrooms
  - County Inns – more than three rented rooms.
- Only the registered owner or the lessee of a residential building, who has explicit permission from the owner, may apply for and hold a license to operate a short-term rental.
- In the case of a corporation, any of the largest shareholders can apply.
- The lessee of a commercially zoned property may apply.

- No person shall use or operate a short-term rental unless they hold a valid license.
- Only buildings that have been occupied as a single detached dwelling for a minimum of 4 years shall be eligible for a license. Any additions placed on the building that expand the number of rooms will not be available to rent until that portion of the addition/extension has been occupied for 4 years.
- All municipal taxes, building permits, water and hydro accounts for the property must be current and not outstanding before a license will be issued.
- Short term rentals must front a public road, have parking, be fully serviced by water and sewage, in compliance with all by-laws, zoning, official plan, proof of liability insurance, fire and health and safety codes.
- All guests must leave registration information with the licensee and the licensee is required to keep daily records for inspection.
- A Municipal Law Enforcement Officer may require access to the licensed premises to inspect and verify compliance.
- A Special Occasion permit is required if a licensee wishes to hold a more commercial gathering or wedding or large reception.
- License infringements will get 72 hours to correct an issue. If the Town must correct the violation it will be at the expense of the Owner. License may also be revoked.
- License fee is \$108 per licensed guest room per year.
- Fine for operating a short term rental without a current license is \$500.

## **TORONTO**

<https://www.toronto.ca/city-government/public-notices-bylaws/public-notices/proposal-to-establish-a-new-municipal-code-chapter-for-short-term-rentals/>

### **Goal**

The City of Toronto's regulations are intended to maximize the benefits of short-term rentals and contain their negative impacts in a manner that is also consistent with the principles in the City's official plan and the overall objectives to promote consumer protection, public safety, and the economic, social and environmental health of the City.

### **Definition**

A short-term rental is all or part of a dwelling unit in the City of Toronto used to provide sleeping accommodations for any rental period that is less than 28 consecutive days in exchange for payment. This includes existing bed and breakfasts and excludes hotels and motels and accommodations where there is no payment.

### Key Points

- Short-term rentals are permitted across the city in all housing types
- People can host short-term rentals in their principal residence only – both homeowners and tenants can participate
- People can rent up to three bedrooms or entire residence
- People who live in secondary suites can also participate, as long as the secondary suite is their principal residence
- An entire home can be rented as a short-term rental if owner/tenant is away - to a maximum of 180 nights per year
- People who rent their homes short term must register with the City and pay \$50
- Companies such as Airbnb must become licensed and pay a fee of \$5,000, plus \$1/night booked through the platform

### VANCOUVER

<http://vancouver.ca/doing-business/short-term-rentals.aspx>

#### Definition

“A short-term rental (STR) is a home, or a room in a home, that is rented for less than 30 days at a time.”

#### Goal

Through its short term rental regulations, the City of Vancouver is seeking to accomplish the following:

- **Long Term Rental Supply:** Protect the supply and affordability of long term rental housing for Vancouver residents.
- **Health and Safety:** ensure residential space rented as tourist accommodation meets Building Bylaw and Property Use standards.
- **Neighbourhood Fit:** Maintain quality of life and safety in residential neighbourhoods and buildings.
- **Tax and Regulatory Equity:** Treat accommodation providers equitably from a tax and regulatory perspective.
- **Supplemental Income:** allow residents to earn income from renting their home occasionally.
- **Tourism:** Support growth in tourism and Vancouver’s ability to support peak tourism season and to host major events.
- **Compliance:** design a regulatory, licensing and enforcement system that is easy to understand, inspires high levels of voluntary compliance and has effective means of preventing unlawful behaviour.

### Key Points

- Short-term rentals are allowed starting April 2018 – but not before.
- Homeowners and renters will only be allowed to list their principal residences, defined as where you live most of the year, pay

your bills, cook your meals, and receive government mail.

- Vancouver residents will not be permitted to apply for licences to list secondary suites like basement apartments or laneway homes, or second homes (unless they are the person's principal residence).
- Annual licensing fee of \$49 each year; anyone operating a short-term rental must list the licence number in online advertisements.

## **NEW ORLEANS (USA)**

<https://www.nola.gov/short-term-rentals/>

### **Definition**

“‘Short term residential rental’ means a dwelling unit located within the city that is rented as, or held out as being used as, a shared housing unit, bed-and-breakfast establishment or vacation rental.”

### **Key Points**

- There are three license categories:
  - Accessory – rooms in principle residence or secondary unit; no limit on number of days it can be rented in a year; maximum of three guests per bedroom, with a maximum of six guests in total.
  - Temporary – entire residence; can be rented for a maximum of 90 days per year; maximum of two people per bedroom, with a maximum of ten guests in total.
  - Commercial – entire unit in non-residential district; no limit on the number of days it can be rented in a year; maximum of ten guests.
- The license placard provided by Safety and Permits must be prominently displayed on the front facade of the structure in a location clearly visible from the street during all periods of occupancy.
- Airbnb must collect taxes from their hosts.
- Short-term rentals are banned in the tourism centric French Quarter.
- Short-term rentals are not permitted outdoors, in an accessory structure (e.g. shed, garage, etc.), or in a recreational vehicle.
- Only one party of guests are permitted per short-term rental
- Use of the short-term rental for any commercial or social events is prohibited.

- The short-term rental shall outwardly appear as a residential dwelling.
- Short-term rentals shall not adversely affect the residential character of the neighborhood nor shall the use generate noise, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of his or her residence.

## Chicago (USA)

Shared Housing Ordinance:

<https://www.cityofchicago.org/content/dam/city/depts/bacp/ordinances/sharedhousingordinanceversionfinal.pdf>

### Definitions

**“Shared housing host”** means an owner or tenant of a shared housing unit who rents such unit to guests.

**“Shared housing unit”** means a dwelling unit containing 6 or fewer sleeping rooms that is rented, or any portion therein is rented, for transient occupancy by guests. The term “shared housing unit” shall not include: (1) single-room occupancy buildings; (2) hotels; (3) corporate housing; (4) bed-and-breakfast establishments, (5) guest suites; or (6) vacation rentals.

### Goal

To strengthen protections for consumers and quality of life while generating new revenue to invest in supportive services and housing for the homeless.

### Key Points

- Chicago has created two categories of platforms and has different requirements for each:
  - “intermediaries” (e.g., Airbnb) that primarily list shared housing units registered with the City on the company’s platform; and
  - “advertising platforms” (e.g., HomeAway) that primarily list licensed vacation rentals or bed-and-breakfasts on the company’s platform, and do not receive rental or revenue data from hosts.
- Chicago limits short-term rentals in the different types of units as follows, though hosts can seek exemptions from these rules from the city:
  - **single-family homes**: only primary residences can be rented;
  - **multi-family homes** (i.e. 2-4 units): only primary residences can be rented and a limit of one rental unit per building will apply; and
  - **multi-unit buildings** (i.e. 5+ units): a limit of one-quarter of the total number of dwelling units in the building or 6 rental units, whichever is less, will apply.

- Primary residence is defined as a dwelling unit: (1) that is occupied by its owner on a daily basis at least 245 days in the applicable calendar year; and (2) for which the owner has claimed a Cook County homeowner exemption
- There is a “one-strike-and-you’re-out” rule for certain “egregious conditions” (e.g. violent acts, drug trafficking, gang-related activity, improper commercial activity including large parties) and a “three-strikes-and-you’re out” rule for units that cause a disturbance due to certain incidents (e.g. noise, public drunkenness, harassment of passersby, loitering, overcrowding).
- The City will establish an “**ineligible list**” and ensure that these units are not allowed to operate. This list will prohibit the properties of problem landlords, building code scofflaws, and units that are subject to an order to vacate or that have been deemed a public nuisance from being listed on the site.
- Cooperative buildings, condominium buildings, and buildings governed by a homeowner’s association, regardless of size, along with owners of buildings with five or more units are able to request to be added to a “**prohibited buildings**” list to establish short-term rental activity as illegal in their buildings. The City screens unit registrations to determine if any are located in these buildings and, if so, take enforcement action to remove the units from the registry.
- The legal voters of any precinct within the City that contains residentially zoned property may petition their local alderman to introduce an ordinance establishing that precinct as a restricted residential zone, with different levels of restriction available.

## RESOURCES

### Ontario by-laws

Town of The Blue Mountains: [BY-LAW NO. 2009-04](#)

Town of Niagara-on-the-Lake: [BY-LAW NO. 4634-13](#)

### Other jurisdictions

New Orleans, USA: [Short Term Rentals](#); [Licensing Ordinance](#); [Zoning Ordinance](#)

Chicago, USA: [Ordinance](#), [Summary](#)

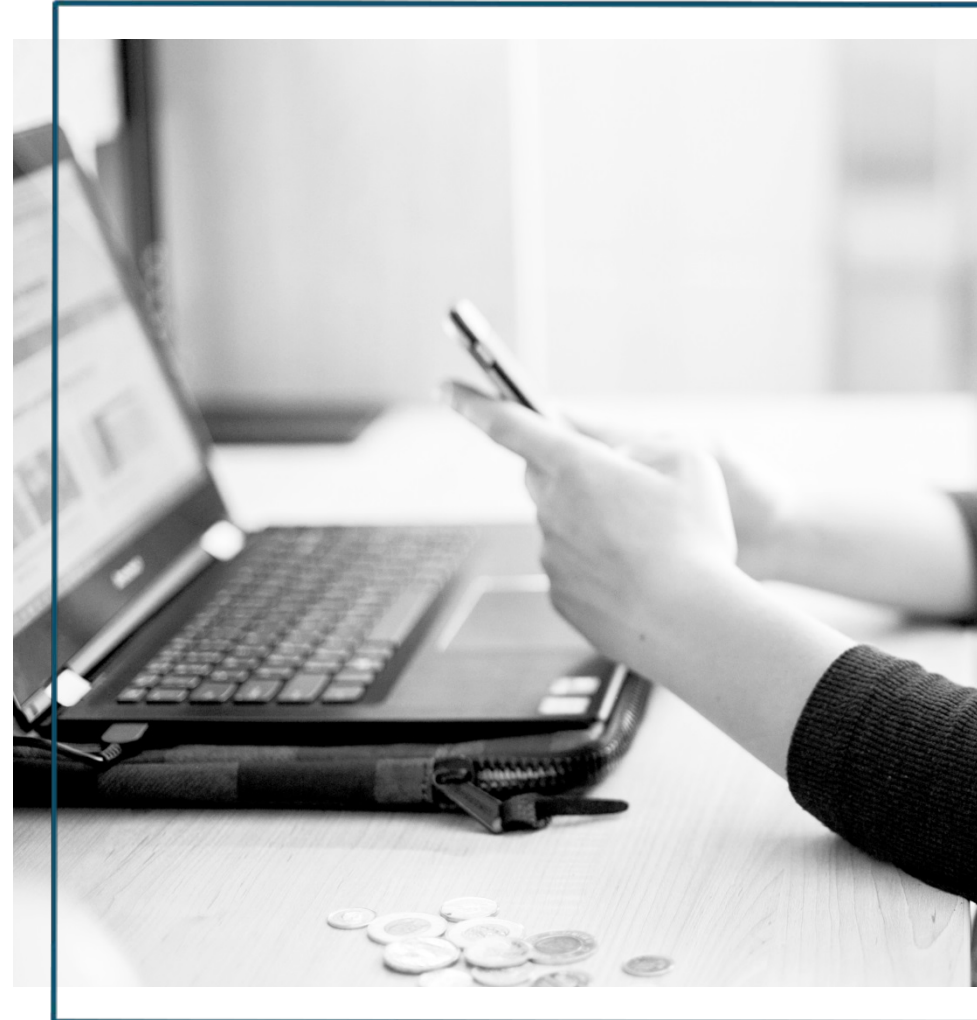
### Mowat Centre Research

[What to do about Airbnb? Four things Ontario should consider in the move to regulate home-sharing](#)

[Regulating Disruption: Governing in an era of rapid technological change](#)

### Canadian Centre for Policy Alternatives

[Regulating Airbnb and the Short-Term Rental Market](#)



## THE HOME-SHARING GUIDE FOR MUNICIPALITIES



Ministry of Finance  
2018

ISBN 978-1-4868-1277-6 (Print)  
ISBN 978-1-4868-1278-3 (PDF)



**Subject: Response to CQ19/2017 – Regulation of Short Term Rental Housing - City Wide**

**Reference:**

Date to Council: May 6, 2019

Authors:

Katherine Donaldson

Corporate Policy Coordinator

519-255-6100 ext. 6533

[kdonaldson@citywindsor.ca](mailto:kdonaldson@citywindsor.ca)

Greg Atkinson

Planner III - Economic Development

519-255-6543 ext. 6582

[gatkinson@citywindsor.ca](mailto:gatkinson@citywindsor.ca)

Policy, Gaming, Licensing & By-Law Enforcement

Report Date: April 12, 2019

Clerk's File #: AF/11247

**To:** Mayor and Members of City Council

**Recommendation:**

- I. THAT Council Report No. C72/2019 responding to CQ19-2017 regarding licensing and zoning for short term rental accommodations **BE RECEIVED FOR INFORMATION**; and,
- II. Should Council wish to give further consideration to a regulatory regime for short term rental accommodations:
  - a. THAT Council **PROVIDE DIRECTION** to Administration to monitor the outcome of the appeal currently before the Local Planning Appeal Tribunal regarding short term rental housing in the City of Toronto; and,
  - b. THAT Council **DIRECT** Administration:
    - i. to hold any necessary public consultations with stakeholders,
    - ii. to report back to Council with the results of the Toronto appeal and the public consultations, and
    - iii. Provide further recommendations for moving forward with a regulatory regime.

## **Executive Summary:**

N/A

## **Background:**

The Short Term Rental (STR) housing market is one of the fastest growing sectors in the worldwide travel/tourism industry. Various companies provide platforms for homeowners to advertise their STR properties to renters, including – but not limited to – airbnb, VRBO and HomeAway.

At the May 8, 2017 Meeting of Council, Councillor Gignac asked the following question of Administration (CQ19-2017):

*“Asks Administration to prepare a report on how we will license and zone for Air B & B’s in the City.”*

It should be noted that during the preparation of this report, a group of concerned citizens reached out to Administration regarding a property being used as a STR in their neighbourhood. Administration met with these citizens in order to determine the nature of their complaints. They shared concerns including increased traffic – both vehicular and pedestrian – as well as potential safety concerns related to the number of different renters utilizing the property on a rotational basis. The concerned residents have submitted a petition to council, originally brought forward at the January 7, 2019 meeting. That petition is attached as ‘Appendix A’

While CQ19-2017 asks for a report on how the City will license and zone for STRs it’s important to first understand the local context, review what other municipalities are doing, and consult local stakeholders. Accordingly, the following is provided for informational purposes in response to the Councillor’s Question.

## **Discussion:**

Consumers who are looking for more choice, flexibility and often lower cost while travelling have driven the rapid growth of the STR market. Those offering properties for rent, commonly referred to as Hosts, are drawn by the prospect of earning extra income in a relatively simple manner through the renting of rooms in their homes or renting out an entire dwelling/property. In recent years, the growth of this industry has prompted municipalities to research and implement various methods of regulation and taxation of the STR industry.

## **What is currently permitted?**

STRs are generally rented for less than thirty days, which differentiates them from traditional monthly rental accommodations. This distinction is highlighted in the City’s existing definition of ‘Bed & Breakfast’, which refer to the travelling public. Currently, any dwelling unit within the City can be rented on a monthly basis by up to three lodgers under separate agreements. More than three lodgers would require zoning and licence for a ‘Lodging House’. This does not include scenarios wherein 3 or more individuals are renting as a single party (e.g. a family unit or unrelated group of persons), only

when each lodger is renting under a different agreement. This is an important fact as the decision to permit, prohibit, or regulate STRs will not affect the ability of homeowners to rent rooms or the entire dwelling on a monthly basis.

### **Statistics in Windsor**

For informational purposes, airbnb has provided a snapshot of the STR presence in the City of Windsor as indicated by their platform. The following information is representative of Windsor in 2017:

- 150 active hosts rented their spaces for an average of 56 nights each.
- Hosts earned \$5,500 in extra income on average with a near 50-50 split on those renting out entire homes, or just rooms within their primary residence.
- Overall, 11,800 guests used the service staying an average of 2.8 nights per visit.
- The top 5 cities that guests visited from were Toronto, London, Ottawa, Hamilton as well as renters from within Windsor.

These numbers reflect the 2017 presence of one platform in the City.

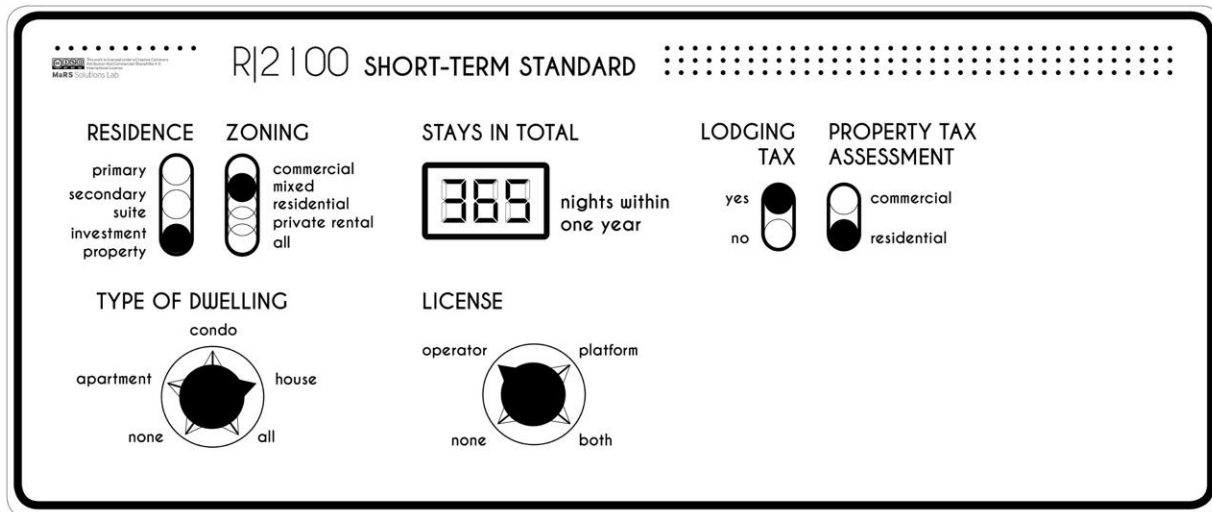
### **Decision Framework**

Should Council wish to pursue regulation of STRs it is recommended that a wide range of stakeholders be consulted, which include but is not limited to:

- The B&B and Hotel Industry;
- Housing and tenant advocacy organizations;
- Affordable housing providers;
- Landlord associations;
- Existing STR operators/hosts;
- STR platform companies;
- Business Improvement Associations;
- Tourism Windsor Essex Pelee Island;
- The Windsor Essex Economic Development Corporation; and
- Ontario's Sharing Economy Advisory Committee.

Before considering the regulation of STRs it's important to define which issues are most important in Windsor (e.g. impact on affordable housing, tourism, public safety, and economic development). Once the key opportunities and concerns are identified Administration can recommend an appropriate regulation regime.

To understand the complex range of regulatory options, the following diagram was developed by the MaRS Solutions Lab in Toronto. It displays regulatory options as a dashboard control panel with a variety of settings, where each control is not independent of the other but operate in combination to achieve the objectives identified by the community.



Short-Term Standard Regulatory Dashboard, MaRS Solutions Lab 2017

- The above figure shows the number of different variables that are necessary to consider when planning and implementing a STR regulatory regime.

## Municipal Licensing

STRs are not currently licensed in Windsor. The table included in 'Appendix B' outlines a number of municipalities which have enacted regulation or have attempted to, and what they have accomplished thus far. 'Appendix B' also outlines a great deal of information on STR legislation provided by the Provincial government. Licensing STRs has been explored using a number of different methods, with a few consistent factors to consider. Licensing fees and renewal timelines vary across municipalities, based on the presence of STRs and how in-depth the licensing procedure is.

The cost for a business licence in the City of Windsor varies based on the purpose of the business but the average amount is \$300, which often includes the cost of various inspections. In some municipalities, fees similar to business licensing fees have been levied on the Hosts. Others have opted for a lower licensing fee and a self-declaration that the property meets all requirements outlined by the platform and the municipality.

The STR market is a piece of the larger 'Sharing Economy', a concept gaining more prevalence in the mainstream as time goes on. In 2016 Council decided to regulate another company in the Sharing Economy – Uber. In this example the platform itself was licensed and they had the ultimate responsibility to ensure their drivers comply with requirements set forth by the municipality and the platform itself. The licensing fee paid by Uber is based on the number of active drivers using the platform, and uses a sliding scale to ascertain the amount paid for licensing each year. Licensing of a platform instead of the 'users' as shown in the Uber example above, can be successful.

In systems where the Hosts are responsible for licensing, the larger platforms such as HomeAway and airbnb have worked with municipalities to assist in ensuring licensing

regimes are followed. In order for a Host to advertise their property in a City with a regulatory system in place, they must first obtain the license from the City and show proof of licensing. They then list the license number in a specific area when registering, without which they cannot continue the process.

The enforcement of the licensing regime is a major consideration in this matter, as the City's by-law, fire and building officers are operating at full, or over, capacity. The ability to create any regulatory regime relies on the ability to inspect and enforce compliance at a given point; with the current compliment of staff in the three main enforcement areas, the necessary staff time cannot be dedicated. Should Council decide to pursue regulation, these costs will be calculated in detail but will likely add a significant amount of necessary funding to ensure staff and other resources are able to appropriately regulate and enforce the regime. Another difficulty in enforcement is the lack of entry rights given to officers. Most rentals are in private dwellings which, in most cases, require explicit permission (judicial or from the homeowner) to enter and inspect. This creates yet another barrier to enforcement that must be considered in any regulatory regime.

## **Land Use**

There are three main approaches municipalities have employed with respect to zoning for STRs.

1. The first involves prohibiting STRs geographically, often within areas that are already inundated with tourism, hotels and entertainment facilities. In New Orleans, LA, STRs are not permitted in the popular French Quarter District, but are allowed in all other areas of the city. The zoning ordinance is enforced in conjunction with a licensing regime.
2. Some municipalities have opted to permit STRs only in certain land use classifications or zones. The Town of the Blue Mountains does not permit STRs within low density residential zones but does permit STRs in areas which are zoned for commercial resort units. In Jersey City, New Jersey STRs are permitted as an accessory use in all zoning districts where residential uses are permitted.
3. The last approach common among municipalities broadly permits STRs subject to limits of use. For example, in Philadelphia, Pennsylvania, anyone can participate in the STR market for up to 90 days per year. Once a host is in excess of 90 rental days per year they would be required to apply for a special ordinance to allow for STR use in their zoning district.

The regulation of STRs through land use planning works best paired with a licensing component to allow for greater compliance and enforceability. For example, the Zoning By-law cannot regulate how many days STR are rented for in a year.

Few Ontario municipalities have made a decision regarding STRs as they are taking a 'wait and see' approach while monitoring what others do. Those who have enacted regimes, as per 'Appendix B', have generally opted for a more flexible system to allow Hosts to continue operating without much hardship. In early 2018 Toronto City Council passed a comprehensive system of STR regulation including the following:

- short-term rentals are permitted across the city in all housing types
- people can host short-term rentals in their principal residence only – both homeowners and tenants can participate
- people can rent up to three bedrooms or entire residence
- people who live in secondary suites(basement or loft apartments and the like) can also participate, as long as the secondary suite is their principal residence
- an entire home can be rented as a short-term rental if owner/tenant is away – to a maximum of 180 nights per year
- the owner must notify their neighbours of the intended use
- people who rent their homes short term must register with the City and pay \$50

Shortly after the passing of the above regulations, an appeal was filed to the Local Planning Appeal Tribunal. The appeal was brought forward by a number of individuals, as well as companies, who currently participate in the STR market as hosts. The group of appellants take issue with regulations preventing them from renting out multiple properties or self-contained suites as well as potential related changes to the zoning by-law. This appeal will not be heard until August 26, 2019 and municipalities across Ontario recognise the precedent that this appeal may set. It is recommended that Council wait for this hearing to be decided before making a decision regarding regulation of STRs.

Administration will continue to enforce existing by-laws that may assist in the mitigation of some issues associated with STRs. Issues brought forward by residents include; potential parking disruptions, noise complaints, issues regarding the maintenance of properties and concern regarding the amount of people coming and going from a given residence and, in some cases, the quality of residence they are receiving. Respectively, the Parking By-law, Noise By-law, Property Standards By-law, Zoning By-law and Vital Services By-law work to address these issues. It should be noted that there have only been a limited number of complaints in regards to STRs specifically, however Administration will continue to ensure that these matters are dealt with appropriately in the context of the existing systems.

### **Bed and Breakfast Establishments**

The City of Windsor currently regulates bed and breakfast establishments (B&Bs) through its licensing and zoning by-laws. A B&B is referred to as a 'Tourist Home' in the Zoning By-law No. 8600, which is defined as *an ancillary use that:*

1. *is located in a single unit dwelling that is the principal residence of the tourist home operator;*
2. *provides sleeping accommodation to the travelling public; and*
3. *may include the provision of meals.*

A tourist home is a permitted use within the Commercial Districts 1.3, 2.1, and 2.2. There are also a limited number of properties that have site-specific zoning permitting a tourist home.

The City's Business Licensing By-law No. 395-2004 refers to B&Bs as a 'Bed and Breakfast' or 'Guest House', which are defined as *a home-based business for the temporary accommodation of the traveling public located within a single detached dwelling which is occupied on a full-time basis by the owner... and shall contain at least one (1) bedroom for the exclusive use of the owner and at least two (2) accessory guest rooms for use in the Bed and Breakfast or Guest House operation...*

It should be noted that Windsor has experience and precedent regulating traditional B&Bs, which are a type of STR accommodation. Any regulation of STRs would have to consider the existing regulation of traditional B&Bs and repeal or harmonize the existing regulations.

### **Risk Analysis:**

One of the highest profile challenges when dealing with STRs on a Municipal level is in relation to affordable housing stock. Some critics of STRs argue that the rental stock is adversely affected by those participating in the STR market – as more vacant homes or apartments are rented for short term rather than long term tenancies. This may negatively impact the amount of affordable housing available to the residents of a given municipality and some argue that it has a tendency to drive existing rents up.

Another recurring issue is based in the thought that STRs can create quality of life concerns in urban/densely populated areas. This includes a wide range of issues such as parking concerns and other by-law infractions. This matter also encompasses the concern regarding 'ghost hotels', or homes in vibrant neighbourhoods being used as hotels, with a limited presence of the actual property owner and constant revolving occupancy. There have also been well documented cases in cities like New York wherein the rentals are small apartments housing 25 air mattresses as shared accommodations.

### **Financial Matters:**

It should be noted that in Windsor the largest STR platform, airbnb, will be paying the municipal accommodation tax commensurate with the amounts paid by hotels in the city. They have been open to working with the City and prove to be generally amicable with municipal regulatory and taxation practices.

Other financial matters to consider involve the cost of enforcement resources, both staff and other, should council direct administration to create a regulatory regime before the outcome of the Toronto appeal. At this time staff does not have the capacity to effectively enforce this additional workload and staff would have to be hired

### **Consultations:**

The Planning and Building, Licensing, By-law Enforcement, Finance, and Fire Departments were consulted in the preparation of this report. Administration has also met with residents in relation to these matters.

### **Conclusion:**

At this time there are many options for the creation of a STR regulatory regime. A general consensus of various communities is that greater compliance is achieved with a more 'bare bones' approach. Further direction and consultation are required to discern what level of regulation is necessary for Windsor, and what those regulations will require of homeowners as well as City Administration. The STR appeal currently in queue in Toronto may also set a precedent and framework to be used by municipalities in Ontario once decided. In the interim, Administration will continue to effectively enforce and uphold the standards set forth in the Parking, Noise, Property Standards, Zoning, and Vital Services By-Laws.

### **Approvals:**

<b>Name</b>	<b>Title</b>
Katherine Donaldson	Corporate Policy Coordinator
Greg Atkinson	Planner III - Economic Development
Michael Cooke	Manager of Planning Policy
Gary Cian	Deputy License Commissioner/Senior Manager of Policy, Gaming, Licensing and By-Law Enforcement
Thom Hunt	City Planner
John Revell	Chief Building Official
Valerie Critchley	City Clerk
Onorio Colucci	Chief Administrative Officer

### **Appendices:**

- 1 APPENDIX A - Resident Petition
- 2 APPENDIX B - Home Sharing Guide



# Municipality of Lakeshore – Report to Council

## Finance & Technology

### Financial Planning & Analysis



**To:** Mayor & Members of Council

**From:** Jessica Gaspard, Division Leader – Financial Analysis & Planning

**Date:** September 22, 2021

**Subject:** COVID-19 Resilience Infrastructure Stream Grant – Local Government Intake

---

### Recommendation

Direct the Clerk to read By-law 84-2021 authorizing the Mayor and Clerk to execute the COVID-19 Resilience Infrastructure Stream transfer payment agreement for \$479,000 during the “Consideration of the By-laws”, as further described in the September 28, 2021 Council meeting report.

### Background

In October 2020, the Province of Ontario announced up to \$250 million in federal-provincial funding through the COVID-19 Resilience Infrastructure stream under the Investing in Canada Infrastructure Program (ICIP) to build or renovate health and safety-related projects in municipalities that will help respond to the impacts of COVID-19 and address the critical local infrastructure needs.

In November 2020, the province informed Administration that the Municipality’s allocation was \$479,000.

This announcement included a high level description of related criteria that would be considered for potential approval. The Office of the Minister of Infrastructure would review each municipal application to determine its eligibility.

In May 21<sup>st</sup>, Lakeshore received confirmation that our proposed projects were approved. Once Administration acknowledged support for allocating the grant funding to the projects identified below, steps can continue to secure the funds through the Transfer Payment Agreement process.

### Comments

Administration has worked throughout the pandemic to identify challenges, issues and opportunities related to workflow disruptions and staff health and safety. Through those discussions, touchless upgrades to restrooms have been identified as a high priority

upgrade that could provide the most benefit to the organization and the public. The cost of the project has been quoted at \$240,000, Administration is proposing this as candidate project for the COVID-19 Resilience Infrastructure Stream Grant for all Lakeshore facilities. The facilities included park shelters with restrooms, 5 fire halls, 2 OPP stations, 4 marina buildings, 2 public works yards, the water distribution building, town hall and the Comber Community Centre. The touch-less upgrades would limit touch points that may contribute to the spread of viruses. The COVID pandemic has made the use of levers, handles and buttons problematic in the efforts to control the spread of the virus. Upgrading the fixtures will allow Administration to address concerns by both residents and staff with using parks and recreation facilities.

Investing in disaster mitigation and adaptation infrastructure was eligible as a part of this grant. Administration's priority is to undertake projects that would assist in mitigating the risk of flooding as a result the remaining \$239,000 was decided to fund the West Beach Grading and Belle River Dredging Project that was approved in the 2021 Capital Budget. The dredging will mitigate floods because it will improve the hydraulic efficiency and mitigate the potential of formation of an ice jam at the river mouth. Grading the beach will eliminate the nuisance flooding and water impoundments.

### **Financial Impacts**

The Municipality applied for the COVID-19 Resilience Infrastructure Stream – Local Government Intake pursuant to the authority delegated to the Director of Finance under By-law 93-2019.

The West Beach Grading and Belle River Dredging Project was approved in the 2021 budget for \$240,000 and was intended to be funded from Park Development reserve fund. Since the application was successful this will allow the Municipality to redirect unspent funds to other projects.

### **Attachments**

Transfer Payment Agreement - COVID-19 Resilience Infrastructure Stream – Local Government Intake

## Report Approval Details

Document Title:	ICIP - COVID-19 Resilience Infrastructure Stream - Local Government Intake Stream Projects.docx
Attachments:	- ICIP COVID Transfer Payment Agreement - Municipality of Lakeshore.pdf
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Kristen Newman

Truper McBride

<p style="text-align: center;"><b>TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE</b></p>
---

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of The Town of Lakeshore**

**(CRA# 870728490)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

### **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of

the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### **3.0 EXECUTION, DELIVERY AND COUNTERPARTS**

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
  - (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
  - (iv) any other means with the other Party’s prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
- (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario); and
  - (h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**



The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE TOWN OF LAKESHORE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

**“Total Financial Assistance”** means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

(e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:

(i) To support COVID-19 response and economic recovery efforts.

(f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete each Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

**A.3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0

(Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2023.

#### A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
  - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;



- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;

- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

- A.4.10 **Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).
- A.4.11 **Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).
- A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

#### **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

- A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:
- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
  - (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.
- A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.
- A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:
- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded; and
  - (b) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

**A.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of

Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

#### **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the



Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility

requirements of the program under which the Province provides the Funds;

- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A.15.0 NOTICE**

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself

in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

- A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
  - (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

- A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

- A.22.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
  - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

- A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of

the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise



specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

## **A.28.0 ABORIGINAL CONSULTATION**

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the

establishment of a committee to oversee the Agreement (the “Committee”).

- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
    - (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

- (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iii) any other Reports requested by the Province in the format specified; and
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
  - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments).

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”**  
**SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

**B.1.1 Expiration date.** The Expiration Date is **December 31, 2024.**

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**B.3.0 ADDRESSEES**

**B.3.1 Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Chief Administrative Officer <b>Address:</b> 419 Notre Dame Street/Rue, ON, Belle River, N0R1A0 <b>Email:</b> tmcbride@lakeshore.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”**  
**PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for any Project does not occur by September 30, 2023, the Province may cancel such Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for that Project.

**C.2.0 PROJECT STANDARDS**

**C.2.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”  
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

<b>Project ID</b>	<b>Project Title</b>	<b>Federal Approval Date (MM/DD/YYYY)</b>	<b>Total Eligible Expenditures of the Project (\$)</b>	<b>Canada's Maximum Contribution (\$)</b>	<b>Percentage of Federal Support (%)</b>	<b>Ontario's Maximum Contribution (\$)</b>	<b>Percentage of Provincial Support (%)</b>
2021-01-1-1474395700	COVID-19 Resilience for Lakeshore Facilities	05/03/2021	\$240,000.00	\$192,000.00	80%	\$48,000.00	20%
2020-11-1-1464869844	Belle River Dredging and West Beach Grading	05/28/2021	\$239,000.00	\$191,200.00	80%	\$47,800.00	20%

## **(b) Project Description**

- (i) Project - COVID-19 Resilience for Lakeshore Facilities, Case # 2021-01-1-1474395700.
- a. Will:
- This project will invest in municipal facilities serving the residents and staff at Lakeshore. Upgrading fixtures will allow Lakeshore to address concerns by both residents and staff with using parks and recreation facilities.
  - The project activities include upgrading 91 tank toilets to touch-less flush tank toilets, 76 faucets to touch-less stream, 35 urinal flush valves to touch-less flush valves, and 35 hand dryers to touch-less hand dryers.
  - The increased protection of staff and residents using public facilities as the upgrade to touch-less flush tank toilets, valves, and hand dryers will decrease the possibility of spread of germs as there will be limited touch of shared surfaces.
- (ii) Project - Belle River Dredging and West Beach Grading, Case # 2020-11-1-1464869844.
- a. Will:
- This project will dredge, grade and restore the mouth of Belle River in Lakeshore, Ontario to improve water flow in winter and summer seasons, which will improve the availability of West Beach by reducing stagnant water.
  - Project activities include detailed design and contract drawing preparation, stripping the sand and preparing the decant area, mobilization and demobilization of hydraulic dredge, dredge setup and teardown, dredging for one week, and restoration of beach. Also project activities include improved hydraulic efficiency of the river mouth, mitigation of the potential formation of an ice jam, reduced local flood risk, restored shoreline and greater access to West Beach and reduced flooding and stagnant water impoundment which could breed fecal bacteria growth. In addition, patronage will increase and depths of the river and clear waterways will be preserved.

**[SCHEDULE “D” – REPORTS FOLLOWS]**



## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to each Project:
  - (i) Estimated total Eligible Expenditures;
  - (ii) Total Eligible Expenditures to date;
  - (iii) Progress tracker (e.g. percent completed);
  - (iv) Construction Start and end dates (forecasted/actual); and
  - (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been incurred in accordance with the Agreement.

- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
  - (i) a detailed breakdown of invoices that are being claimed for reimbursement;
  - (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and

(iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D1.1(a), if such submission complies with all other terms and conditions of the Agreement.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
- (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,
  - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an

independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2023;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;
- (e) Costs related to developing a business case or proposal or application for funding;

- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure;
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;  
and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.



- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

**G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

**G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

**G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

**G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

**G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

**G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

**G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

**“Asset Disposal Period”** means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

#### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**

## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

### **J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

### **J.3.0 PAYMENTS OF FUNDS**

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);



- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

#### **J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.4.1 **Timing.** The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

#### **J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.6.0 HOLDBACK**

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.7.0 FINAL PAYMENT**

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

# Municipality of Lakeshore – Report to Council

## Growth & Sustainability

### Community Planning



**To:** Mayor & Members of Council

**From:** Ian Search, Planner I

**Date:** September 8, 2021

**Subject:** A By-law to deem a certain Lot to no longer be a Registered Lot on a Plan of Subdivision (Lot 1, Registered Plan 1568) in the Municipality of Lakeshore

---

### Recommendation

Direct the Clerk to read By-law 79-2021 during the “Consideration of By-laws” in order to deem Lot 1 in Registered Plan 1568 in the Municipality of Lakeshore as no longer forming part of a plan of subdivision, as further described in the report presented at the September 28, 2021 Council meeting.

### Background

The subject property is located at 429 Russell Woods Road (Appendix 1), in the Community of Maidstone. The subject property is designated “Residential”, “Lake St. Clair Floodprone Area”, and is zoned Residential Type 1 Zone Exception 10 (R1-10) which permits single detached dwellings and accessory uses. It is located in the Essex Region Conservation Authority (ERCA) Limit of Regulated Area, and the applicant has obtained approval from ERCA for the single detached dwelling currently under construction.

In June of this year, provisional consents (B-22-2021 & B-23-2021) were granted through the Committee of Adjustment to sever two lot additions from adjacent properties to be added to the subject property. The applicant has submitted a survey for the consents (Appendix 3), with the subject property indicated as Part 5 on the survey. One of the lot additions (B-22-2021, indicated as Part 3) is a strip of land added from 431 Russell Woods Road (indicated as Part 4) located east of the subject property consisting of 1.219 metres (4 feet) of frontage and an overall area of 43.3 m<sup>2</sup> (466 ft<sup>2</sup>). The other lot addition (B-23-2021, indicated as Part 1), is an area of land added from 428 Old Tecumseh Road (indicated as Part 2) located south of the subject property consisting of an overall area of 278.7 m<sup>2</sup> (3000 ft<sup>2</sup>). ERCA was circulated the consent applications and had no objection to the proposal.

One of the conditions imposed on the approval of B-23-2021 by the Committee of Adjustment was that a deeming by-law be passed by Council to deem Lot 1 no longer part of a plan of subdivision (Registered Plan 1568, Appendix 2). Currently, the subject

property consists of part of Lot 1 on the plan of subdivision, but following lot addition B-22-2021 it will consist of the whole of Lot 1. Lot addition B-23-2021 subsequently adds additional land to the subject property.

The purpose of the deeming by-law is to ensure that the land identified as Lot 1 on Plan 1568 merges into one parcel with Part 1 on the survey, thus preventing it from being separately conveyed without approval through the *Planning Act*.

### **Comments**

If Council approves the deeming by-law, Lot 1 in Registered Plan 1568 will be deemed to no longer be a plan of subdivision within the meaning of the *Planning Act*, pursuant to subsection 50(4) of that Act. In accordance with subsection 50(4) of the *Planning Act*, a plan or part of a plan may be deemed not to be a plan of subdivision, provided that it has been registered for eight years or more. Plan 1568 was registered in 1956.

The deeming by-law will be registered in the land registry office in accordance with subsection 50 (28) of the *Planning Act*. The deeming by-law (By-law 79-2021) will ensure one contiguous property, and will bring the property into compliance with the minimum lot area in the Zoning By-law for residential use.

### **Others Consulted**

No notice or hearing is required prior to the passing of a by-law under subsection 50(4) of the *Planning Act*, but Council shall give notice of the passing of the by-law within 30 days to the owner(s) of land to which the by-law applies. Within 20 days of the mailing of the Notice of Passing the owner(s) has the opportunity to make representations respecting the amendment or repeal of the by-law. Copy of the deeming by-law will be forwarded to the County of Essex in accordance with subsection 50 (26) of the *Planning Act*.

### **Financial Impacts**

There are no financial impacts resulting from the recommendation.

### **Attachments**

Appendix 1-Key Map  
Appendix 2-Registered Plan 1568  
Appendix 3-Plan of Survey

## Report Approval Details

Document Title:	Deeming By-law - Lot 1, Registered Plan 1568.docx
Attachments:	- Appendix 1-Key Map.pdf - Appendix 2-Plan 1568.pdf - Appendix 3-Plan of Survey.pdf
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Aaron Hair

Tammie Ryall

Jessica Gaspard

Kristen Newman

Truper McBride





**SUBJECT PROPERTY**  
**429 RUSSELL WOODS RD**



IN THE  
**MAP OF MAIDSTONE**  
 Scale 1 inch = 50 feet

REF: PLAN 2442 1000000

I, Maurice Armstrong, an Ontario Land Surveyor, certify that

- (a) I was present and did personally superintend the survey represented by this plan.
- (b) The plan is in the manner in which the land is surveyed and is so indicated by the word "surveyed" (legally in red) have been surveyed and subdivided by me.
- (c) Every angle of the exterior boundary of the plan defined thereon is correctly measured and is indicated by the angle of each street intersection shown on the plan.
- (d) I have indicated on the plan the position and form of each of the monuments.
- (e) The monuments conform in all respects to the requirements of Section 15 of the Survey Act.
- (f) The survey was made on or between the 10th day of Jan., 1985 and the 31st day of Aug., 1985.
- (g) The survey has been accurately made in accordance with the provisions of the Survey Act and the Registry Act relating thereto.

Dated at Windsor Ontario the 16 day of Aug. A D 1956

*Maurice Armstrong*  
Ontario Land Surveyor.

Lots 1 to 15 inclusive within the boundaries edged in red have been laid out in accordance with our instructions and the streets and lanes within the said boundaries are hereby dedicated as public highways.

Witness John J. Jones Owner - John J. Jones a

County of Essex  
To wit:

1. That I, John A. Hines,  
of the County of Essex, State of Massachusetts,  
do hereby certify and make oath and say  
(1) That I was personally present and did see this  
plan and duplicate duly signed by  
John A. Hines  
(2) That the said plan and duplicate were signed by  
the said parties of Massachusetts  
(3) That I know the said parties  
(4) That I am a subscribing witness to the said signing

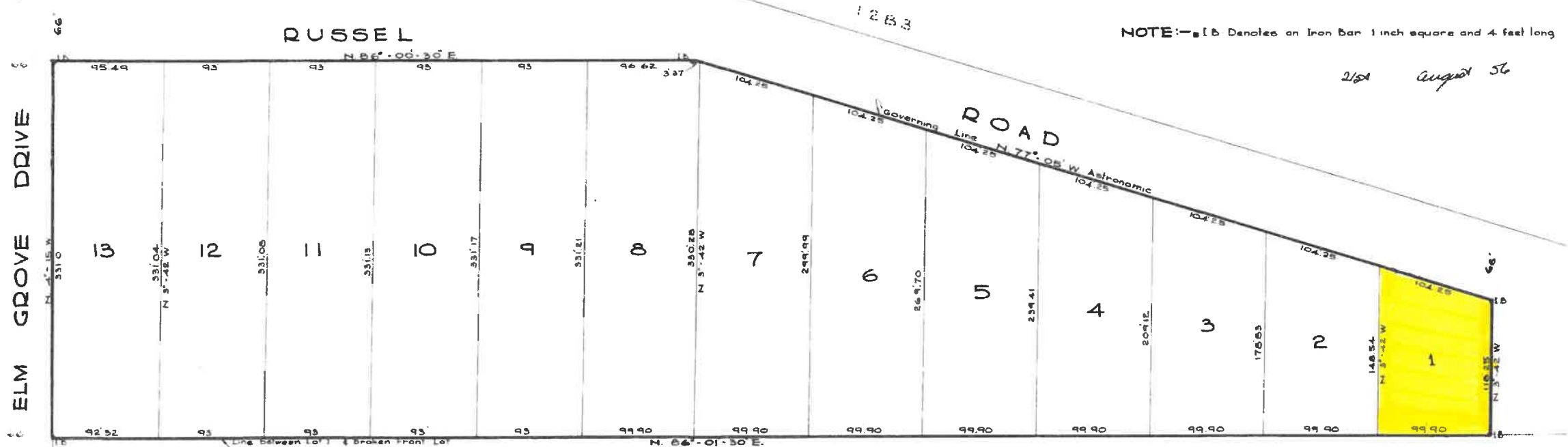
Sworn before me at Mendota, Tenn. - County of Essex  
 this 10 day of Aug. A.D. 1956  
Gordon Bennett Ellis -- George Leonard  
 A Commissioner, etc  
 (Dec. 1958)

heraby consent to the registration, of this plan

Witness \_\_\_\_\_ Mortgagee \_\_\_\_\_

NOTE:- 1b Denotes an Iron Bar 1 inch square and 4 feet long

2/51 August 56



T-130/72

NNN - 217

LEGEND AND NOTES

BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99985595



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GPS OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (1997.0). COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O. REG. 216/10		
POINT ID	NORTHING	EASTING
ORP-A	N15375064.704	E1146890.523
ORP-B	N15374916.139	E1146881.218
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

PARTS SCHEDULE

PART	LOT	PLAN	P.I.N.	AREA (Sq.Ft.)
1	PART OF LOT 1	CONCESSION EAST OF PIKE CREEK	ALL OF 75000-0492	3000
2				43,452
3	PART OF LOT 1	REGISTERED PLAN 1568	ALL OF 75000-0470	466
4	PART OF BROKEN FRONT LOT		ALL OF 75000-0471	27,808
5	PART OF LOT 1			12,877

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.	
DATE	
ANDREW S. MANTHA ONTARIO LAND SURVEYOR	

PLAN 12R- RECEIVED AND DEPOSITED	
DATE	
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)	

PLAN OF SURVEY

OF  
PART OF LOT 1,  
REGISTERED PLAN 1568  
PART OF THE BROKEN FRONT LOT  
CONCESSION EAST OF PIKE CREEK  
PART OF LOT 1,  
CONCESSION EAST OF PIKE CREEK  
GEOGRAPHIC TOWNSHIP OF MAIDSTONE  
NOW IN THE  
TOWN OF LAKESHORE  
COUNTY OF ESSEX, ONTARIO  
VERHAEGEN LAND SURVEYORS



- LEGEND
- SM DENOTES SURVEY MONUMENT FOUND
  - SM SET DENOTES SURVEY MONUMENT SET
  - SSIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - PB DENOTES PLASTIC BAR
  - WIT DENOTES WITNESS
  - MEAS DENOTES MEASURED
  - JDB DENOTES J.D. BARNES LIMITED
- ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O. REG. 525/91.
- (S/P) DENOTES SET PROPORTIONALLY (OU) DENOTES ORIGIN UNKNOWN  
(P) DENOTES PLAN  
(1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - THIS SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF JULY, 2021.

DATE \_\_\_\_\_  
ANDREW S. MANTHA  
ONTARIO LAND SURVEYOR



**VERHAEGEN**  
LAND SURVEYORS  
A DIVISION OF J.D. BARNES LTD.  
944 OTTAWA STREET, WINDSOR, ON, N8X 2E1  
T: (519) 258-1772 F: (519) 258-1791 www.jdbarnes.com

SURVEYING  
MAPPING  
GIS

DRAWN BY: A.J.M. CHECKED BY: A.S.M. REFERENCE NO.: 21-47-332-00

FILE: 21-47-332-00.dwg E-1568-0 CAD Date: July 29, 2021 4:13 PM CAD File: 21-47-332-00.dwg

# Municipality of Lakeshore – Report to Council

## Growth & Sustainability

### Community Planning



**To:** Mayor & Members of Council

**From:** Aaron Hair, Planner III

**Date:** September 10, 2021

**Subject:** Subdivision Agreement of the Lakeshore New Centre Estates Phase 3B

---

### Recommendation

Direct the Clerk to read By-law 78-2021, during the “Consideration of By-laws” to authorize the Mayor and Clerk to execute a Subdivision Agreement with the Owner of Phase 3B of Lakeshore New Centre Estates.

### Background

The site is located on the south side of Oakwood Avenue, east of Renaud Line Road (See Appendix 1).

The residential plan of subdivision was draft approved on April 8, 2019 by the County of Essex for a total of 288 residential units, consisting of 181 single detached dwellings, 8 semi-detached dwellings and 99 townhouse dwellings. One of the conditions of draft approval is that the owner / developer enter into a subdivision agreement with the municipality to satisfy all the requirements financial or otherwise, concerning the provision of roads and services, sidewalks, fencing, stormwater, lighting etc.

On October 21, 2019 Lakeshore Council authorized the execution of the subdivision agreement for Phase 3A. Phase 3A consisted of 47 Single detached dwellings, 6 semi-detached dwellings, and 48 townhouse dwellings.

The draft subdivision agreement for Phase 3B covers ninety-two (92) lots, being Lots 1 to 92 of the subdivision plan for single detached dwellings, in addition to internal roadways and .3 m reserves, as shown on the legal 12M-Plan, prepared by Roy A. Simone, O.L.S., in June 2021.

This residential development will ultimately be serviced by the Denis St. Pierre Water Pollution Control Plant located on Rourke Line. On March 24, 2003 the Town of Lakeshore entered into a Sanitary Trunk Sewer Agreement, with several developers, including the developer for Lakeshore New Centre Estates. In this agreement Lakeshore agreed to reserve sanitary sewage treatment capacity at its treatment plant for a period of 20 years.

Section 3.3 of the Subdivision Agreement for Phase 3B, states that the Owner agrees that Lakeshore shall not be obligated to provide any additional sanitary treatment capacity at Denis St. Pierre Pollution Control Plant beyond Lakeshore New Centre Estates 3B, until such time as the plant expansion has been completed and additional treatment capacity is available.

The following is background information concerning the application:

Subject Property to eventually be Developed	Overall Area: 23.76 hectares Existing Use: Vacant Residential Proposed Use: Residential Subdivision – townhomes (99), semi-detached (8), single detached dwellings 181 (Total 288 units – all 4 phases) Access: Oakwood Avenue Services: Full Municipal Services
Official Plan	Residential
Zoning By-law	R1 Zone

### Adjacent Land Uses

North	Oakwood Avenue, Residential
South	CPR Rail ROW, Hydro One Lands , Agriculture Lands
West	Residential, Renaud Line Road
East	Residential

### Comments

The proposed subdivision development is consistent with the applicable policies of the PPS. The subject lands are located within an identified Settlement Area. Although it can be stated that the proposal supports and implements many of the document's policies, I would like to specifically highlight the following important policies which the project supports:

- Section 1.1.3.1, Settlement Areas, of the PPS states "Settlement areas shall be the focus of growth and development"
- Section 1.1.3.2(a), Settlement Areas, of the PPS states "Land use patterns...efficiently use land and resources"
- Section 1.1.3.2(b), Settlement Areas, of the PPS states "Land use patterns...are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion"
- Section 1.4.3, Housing – this section speaks to planning authorities providing for a range of housing options and densities, and this entire section is applicable.

## **County Official Plan**

The application conforms to the County Official Plan and is designated as a Settlement Area, which permits residential developments of this nature.

## **Lakeshore Official Plan**

The subject property is designated 'Residential' in the Lakeshore Official Plan. Therefore the proposal conforms to the basic land use policies of the local official plan.

## **Zoning By-law**

The subject lands are zoned R1, Residential - Low Density. This zone currently permits single detached dwellings.

## **Plan of Subdivision**

A plan of subdivision is a legal survey (12M Plan) that divides a parcel of land into smaller lots or blocks and secures the developer's obligations through a subdivision agreement (See Appendix 2). The developer / owner is required to sign a subdivision agreement with the Municipality prior to construction. Once final servicing plans are approved, lots in the subdivision can be sold (legally transferred to the purchaser) and building permits issued.

The subdivision agreement will outline the developer's obligations to the Municipality, including but not limited to:

- Provision of performance and maintenance securities to guarantee satisfaction of the developer's obligations under the subdivision agreement;
- Provision of a mud deposit to keep Lakeshore's roads and other lands free from dirt and debris during construction;
- Provision of a payment for boulevard trees to enhance the streetscape;
- Payment of any outstanding taxes and other accounts (i.e. legal and engineering fees);
- Provision of public liability and property insurance during the period of construction;
- Installation of all stormwater management measures, including land conveyance for the pond and access road;
- Allocation of sanitary sewage treatment capacity for the plan
- Conveyance of .3 m reserves

- Compliance with the Lakeshore Development Manual for the construction of roads, sewers, watermain, stormwater, parks, sidewalks, lighting, fencing and other services in the subdivision;
- Requirement to post on all road frontages, a subdivision map to show the lotting pattern, land uses, roadways, sidewalks etc.; and
- Requirement to submit a Construction Management Plan.

### **Others Consulted**

Administration has reviewed the proposed residential development and implementing subdivision agreement and supports the residential proposal, subject to the recommendation set forth in this report.

### **Conclusion**

Detailed plans and specifications for the residential development will be required to be submitted to the Municipality and to be reviewed by Administration and or other agencies prior to the Municipality giving clearance to the County of Essex for final registration of the 12M-Plan.

All conditions of draft approval must be met, including the execution of the agreement with the Municipality before any lots can be sold or permits issued for construction.

Based on the foregoing, administration supports the recommendation in this report and recommends that Council move forward with the executed subdivision agreement.

### **Financial Impacts**

None.

### **Attachments:**

Appendix 1: Key Map  
Appendix 2: 12M Plan  
Appendix 3: Phasing Plan

## Report Approval Details

Document Title:	Subdivision Agreement LNCE Phase 3B.docx
Attachments:	- Appendix 1 - Key Map.pdf - Appendix 2 12M Plan.pdf - Appendix 3 Phasing Plan.pdf
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Tammie Ryall

Jessica Gaspard

Kristen Newman

Truper McBride

RENAUD LINE

CAMERON

MAXWELL

ARKONA

OAKWOOD

SUBJECT LAND

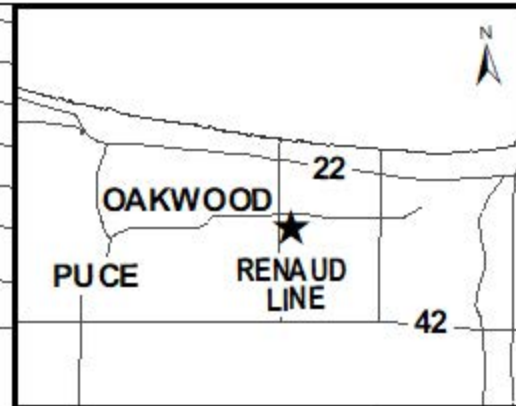
LAKE SHORE NEW CENTRE ESTATES

3B

MARCHE

FALERIA

CAMPANA





This final Plan of Subdivision is approved under s.s. 51(58) of the Planning Act on day of \_\_\_\_\_, 2021.

REBECCA BELANGER  
Manager, Planning Services  
County of Essex

PLAN 12M-

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ESSEX (12) AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER P.I.N. 75031-1452 AND 75031-1454. AND REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT NO. \_\_\_\_\_

REPRESENTATIVE FOR LAND REGISTRAR

THIS PLAN COMPRISES PART OF THE LAND IDENTIFIED BY P.I.N.'S 75031-1452 AND 75031-1454.

PLAN OF SUBDIVISION  
OF  
PART OF LOTS 2 AND 3,  
LAKESHORE RANGE BETWEEN  
BELLE RIVER AND PUCE RIVER  
GEOGRAPHIC TOWNSHIP OF MAIDSTONE  
NOW IN THE  
TOWN OF LAKESHORE  
COUNTY OF ESSEX, ONTARIO  
VERHAEGEN LAND SURVEYORS

SCALE = 1:1000

0 10.00 20.00 40.00 60.00 METRES

LEGEND AND NOTES

BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (2010.0).

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99983227.

ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.

■ DENOTES SURVEY MONUMENT FOUND  
□ DENOTES SURVEY MONUMENT SET  
SIB DENOTES STANDARD IRON BAR  
SSIB DENOTES SHORT STANDARD IRON BAR  
IB DENOTES IRON BAR  
WIT DENOTES WITNESS  
M DENOTES MEASURED  
L DENOTES PERPENDICULAR  
S DENOTES SET  
(D) DENOTES DEED  
(OU) DENOTES ORIGIN UNKNOWN  
ORP DENOTES OBSERVED REFERENCE POINT  
ALL SET SIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O. REG. 525/91.  
(P) DENOTES PLAN 12R-27926  
(P1) DENOTES PLAN 12R-20375  
(P2) DENOTES PLAN 12M-668  
(1744) DENOTES VERHAEGEN LAND SURVEYORS  
(1194) DENOTES JOHN B. SMEETON INC., O.L.S.  
(1201) DENOTES CLARKE SURVEYORS INC., O.L.S.  
(KVL) DENOTES VERHAEGEN AND BEZARE LIMITED, O.L.S.  
(691) DENOTES HOWARD B. HEAD, O.L.S.

CURVE SCHEDULE				
CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	999.01	12.49	12.49	N86°01'30"W
C2	15.05	37.57	28.55	N41°48'20"W
C3	15.05	7.78	7.70	N14°53'20"E
C4	15.05	11.35	11.09	N21°32'10"W
C5	15.05	11.42	11.15	N64°52'40"W
C6	15.05	7.01	6.95	N80°02'20"E

INTEGRATION DATA

COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010.0).		
COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O. REG. 216/10		
POINT ID	NORTHING	EASTING
ORP-A	N4682977.66	E355709.91
ORP-B	N4682949.74	E356277.48
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

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

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT

- LOTS 1 TO 92 (INCLUSIVE) AND THE STREETS NAMED CAMPANA CRESCENT AND STREET 'E' HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
- THE STREETS ARE HEREBY DEDICATED AS PUBLIC HIGHWAYS TO THE CORPORATION OF THE TOWN OF LAKESHORE.

LAKESHORE NEW CENTRE ESTATES LTD.

DATE \_\_\_\_\_

\_\_\_\_\_ VELMA MECONI  
'I HAVE THE AUTHORITY TO BIND THE CORPORATION'

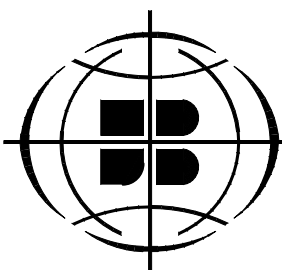
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF JUNE, 2021.

DATE \_\_\_\_\_

\_\_\_\_\_ ROY A. SIMONE  
ONTARIO LAND SURVEYOR



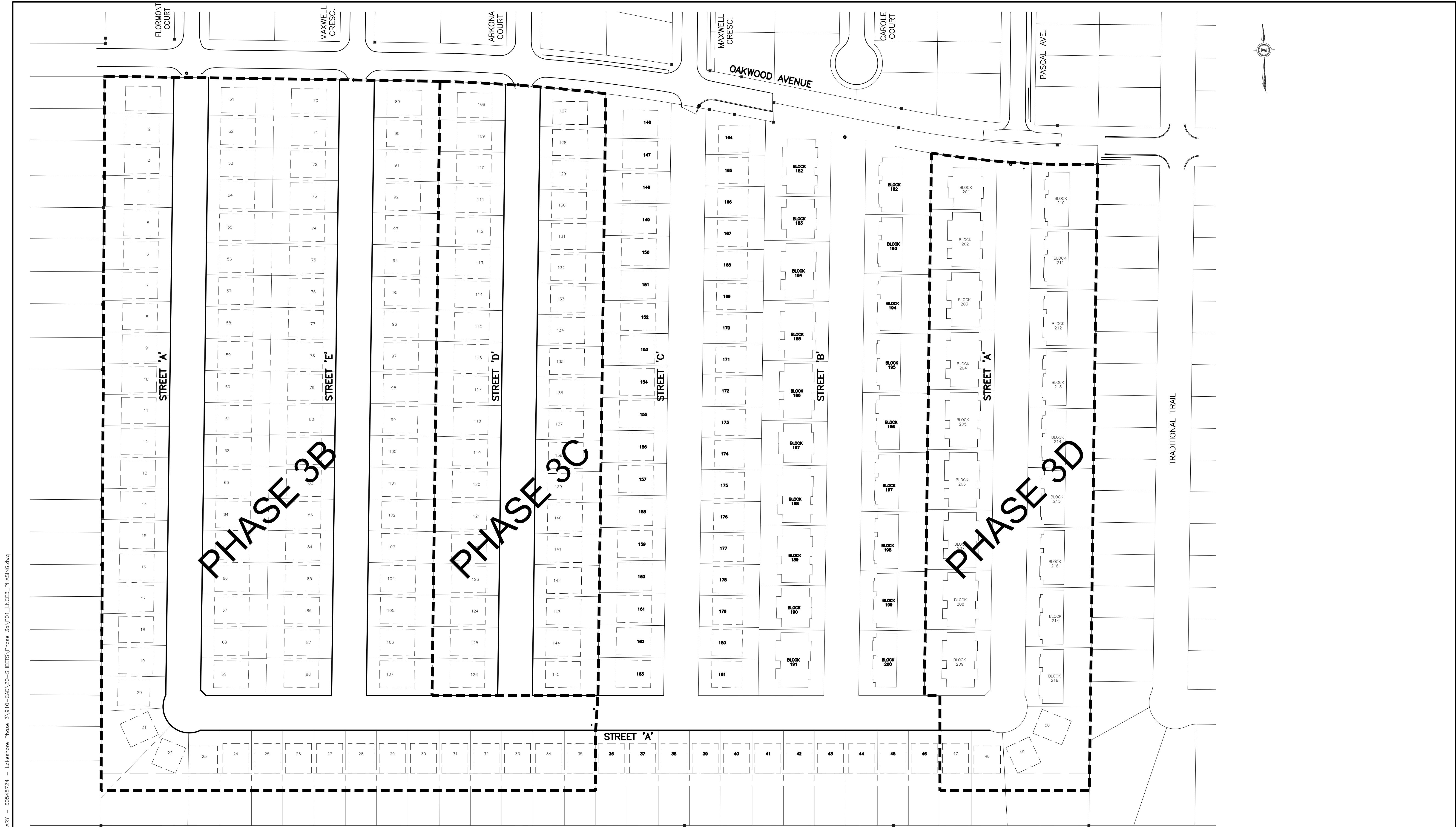
VERHAEGEN  
LAND SURVEYORS

A DIVISION OF J.D. BARNES LTD.

944 OTTAWA STREET, WINDSOR, ON, N8X 2E1  
T: (519) 258-1772 F: (519) 258-1791 www.jdbarnes.com

DRAWN BY:	D.J.	CHECKED BY:	OLS	REFERENCE NO.:	19-47-036-02
CAD File:	19-47-036-02.dwg	E-MAD-LSD-BEL/PR-2		CAD Date:	June 1, 2021 4:21 PM

C:\Users\TaylorA\Documents\TEMPORARY - 60548724 - Lakeshore Phase 3\910-CAD\20-SHEETS\Phase 3A\POI\_LANCE3\_Phasng.dwg



EXISTING SERVICES	DRAWING #, SOURCE	DATE	AS CONSTRUCTED SERVICES	COMPLETION	DETAILS	No.	REVISIONS	DATE	CONSULTANT	CONSULTANT OR DIVISION	ENGINEER'S STAMP	SCALE	LAKESHORE NEW CENTRE ESTATES—PHASE 3 LAKESHORE NEW CENTRE ESTATES LTD.	PROJECT No. 60548724
					DESIGN					THIS DRAWING HAS BEEN PREPARED FOR USE OF AECOM'S CLIENT AND MAY NOT BE USED, REPRODUCED OR RELIED UPON BY THIRD PARTIES, EXCEPT AS AGREED BY AECOM AND ITS CLIENT, AS REQUIRED BY LAW OR FOR USE BY GOVERNMENTAL REVIEWING AGENCIES. AECOM ACCEPTS NO RESPONSIBILITY, AND DENIES ANY LIABILITY WHATSOEVER, TO ANY PARTY THAT MODIFIES THIS DRAWING WITHOUT AECOM'S EXPRESS WRITTEN CONSENT. DO NOT SCALE THIS DOCUMENT. ALL MEASUREMENTS MUST BE OBTAINED FROM STATED DIMENSIONS.	<div><div>AECOM</div><div>London, Ontario 519.673.0510</div></div>	<div>SCALE = 1 : 1000</div> <div>10 0 20m</div> <div><div></div><div></div><div></div></div>	PHASING PLAN	SHEET No. 1
					DRAWN BY									
					CHECKED									
					APPROVED									
					DATE									PLAN FILE No.



# Municipality of Lakeshore – Report to Council

## Growth & Sustainability

### Community Planning



**To:** Mayor & Members of Council  
**From:** Aaron Hair, Planner III  
**Date:** September 10, 2021  
**Subject:** Tracey Estates Phase 2 Subdivision Agreement

---

### Recommendation

Direct the Clerk to read By-law 77-2021, during the “Consideration of By-laws” to authorize the Mayor and Clerk to execute a Subdivision Agreement with the Owner of Phase 2 of Tracey Estates.

### Background

The site is located on the north side of County Road 46, west of Taylor Avenue, in the Community of Comber (See Appendix 1). The subject lands are continuous to Phase 1 of the Tracey Estates Subdivision and is being referred to as Phase 2, which is proposed to contain 37 lots, for single detached dwellings in addition to internal streets. The subject lands are currently vacant and used for agricultural purposes (crop farming).

In May of 2019 the Municipality entered into a Subdivision Agreement with the applicant for Phase 1, for 41 lots for single detached dwellings, 1 block for stormwater management and one parkland block.

Portion of Subject Property to be Developed	Overall Area: 9. 14 Hectares Existing Use: Vacant Land / Farming of Crops  Proposed Use: Residential Subdivision — 37 single detached dwelling lots  Access: internal subdivision roads, primary access is off of Taylor Avenue and County Road 46  Services: Full Municipal Services
Official Plan	Residential Land Use, Flood Plain, Limit of Regulated Area - LTVCA
Zoning By-law	R1 Zone – Residential Low Density

## Adjacent Land Uses

North	School, Residential
South	Residential, County Road 46
West	Agricultural
East	Taylor Avenue, Commercial, Residential and Institutional

## Proposed Development Details

Area of Draft Plan (ha)	Total area of subdivision: 6.709ha Total Residential Area: 3.813ha
Number of Proposed Lots	37 Lots for Single Detached Dwellings
Proposed Local Road ROW Width	20 metre ROW 66 feet
Parkland	Block 51 was dedicated as part of Phase 1.
Density (dwellings / ha)	9.703 units per hectare
Minimum lot frontages Single Detached Dwellings Required by R1 Zone	Min. 15 m
Minimum Lot Area Required by R1 Zone	500m <sup>2</sup>

## Comments

### Provincial Policy Statement (PPS)

The proposed subdivision development is consistent with the applicable policies of the PPS. The subject lands are located within Comber, an identified Settlement Area. Although it can be stated that the proposal supports and implements many of the document's policies, I would like to specifically highlight the following important policies which the project supports:

- Section 1.1.3.1, Settlement Areas, of the PPS states "Settlement areas shall be the focus of growth and development"
- Section 1.1.3.2(a), Settlement Areas, of the PPS states "Land use patterns...efficiently use land and resources"
- Section 1.1.3.2(b), Settlement Areas, of the PPS states "Land use patterns...are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion"
- Section 1.4.3, Housing – this section speaks to planning authorities providing for a range of housing options and densities, and this entire section is applicable.

### County Official Plan (COP)

The County of Essex Official Plan, Schedule A1, Land Use Plan, designates the subject lands as Settlement Area. Schedule A1, Settlement Structure Plan, designates the subject lands as Secondary Settlement Area.

It can be stated that the proposed subdivision development conforms to the COP in that the subject lands are currently designated to support the proposed residential subdivision.

### **Lakeshore Official Plan (LOP)**

The current Lakeshore Official Plan, as well as the New Lakeshore Official Plan (County approval pending), designates the subject property as Residential. The proposed plan of subdivision conforms to the applicable policies within both of these documents in that the subject lands are currently designated to support the proposed residential subdivision.

### **Zoning By-law**

The existing R1, Residential zoning on the subject lands permits the development of the proposed single-detached dwellings, and provides for the applicable performance standards for each lot.

### **Plan of Subdivision**

A plan of subdivision is a legal survey (for example, M-166) that divides a parcel of land into smaller lots or blocks and secures the developer's obligations through a subdivision agreement (See Appendix 2). The developer / owner is required to sign a subdivision agreement with the Municipality prior to construction. Once final servicing plans are approved, lots in the subdivision can be sold (legally transferred to the purchaser) and building permits issued.

The subdivision agreement will outline the developer's obligations to the Municipality, including but not limited to:

- Provision of performance and maintenance securities to guarantee satisfaction of the developer's obligations under the subdivision agreement;
- Provision of a mud deposit to keep Lakeshore's roads and other lands free from dirt and debris during construction;
- Provision of a payment for boulevard trees to enhance the streetscape;
- Payment of any outstanding taxes and other accounts (i.e. legal and engineering fees);
- Provision of public liability and property insurance during the period of construction;
- Installation of all stormwater management measures, including land conveyance for the pond and access road;
- Allocation of sanitary sewage treatment capacity for the plan to a maximum of 37 single detached dwellings;

- Conveyance of .3 m reserves
- Compliance with the Lakeshore Development Manual for the construction of roads, sewers, watermains, stormwater, parks, sidewalks, lighting, fencing and other services in the subdivision;
- Requirement to post on all road frontages, a subdivision map to show the lotting pattern, land uses, roadways, sidewalks etc.; and
- Requirement to submit a Construction Management Plan.

### **Others Consulted**

Administration has reviewed the proposed residential development and implementing subdivision agreement and supports the residential proposal, subject to the recommendation set forth in this report.

### **Conclusion**

Detailed plans and specifications for the residential development will be required to be submitted to the Municipality and to be reviewed by Administration and or other agencies prior to the Municipality giving clearance to the County of Essex for final registration of the 12M-Plan.

All conditions of draft approval must be met, including the execution of the agreement with the Municipality before any lots can be sold or permits issued for construction.

Based on the foregoing, administration supports the recommendation in this report and recommends that Council move forward with the executed subdivision agreement.

### **Financial Impacts**

None.

### **Attachments:**

- Appendix 1: Key Map
- Appendix 2: Registered Plan M-166
- Appendix 3: Tracey Phasing Plan

## Report Approval Details

Document Title:	Tracey Estates Phase 2 Subdivision Agreement.docx
Attachments:	- Appendix 1 Key Map.pdf - Appendix 2 Draft Plan.pdf - Appendix 3 Tracey Phasing Plan.pdf
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Tammie Ryall

Jessica Gaspard

Kristen Newman

Truper McBride

**TRACEY ESTATES  
PHASE 2**

**ANDERSON**

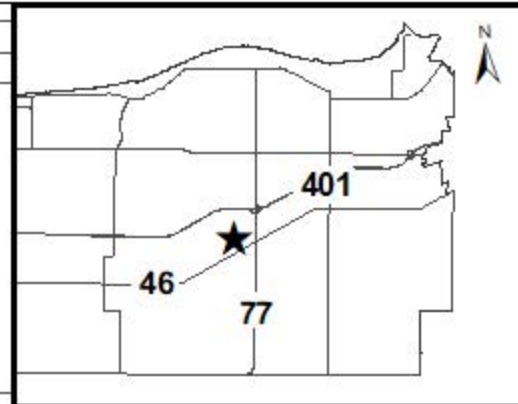
**TAYLOR**

**MAIN**

**TRACEY**

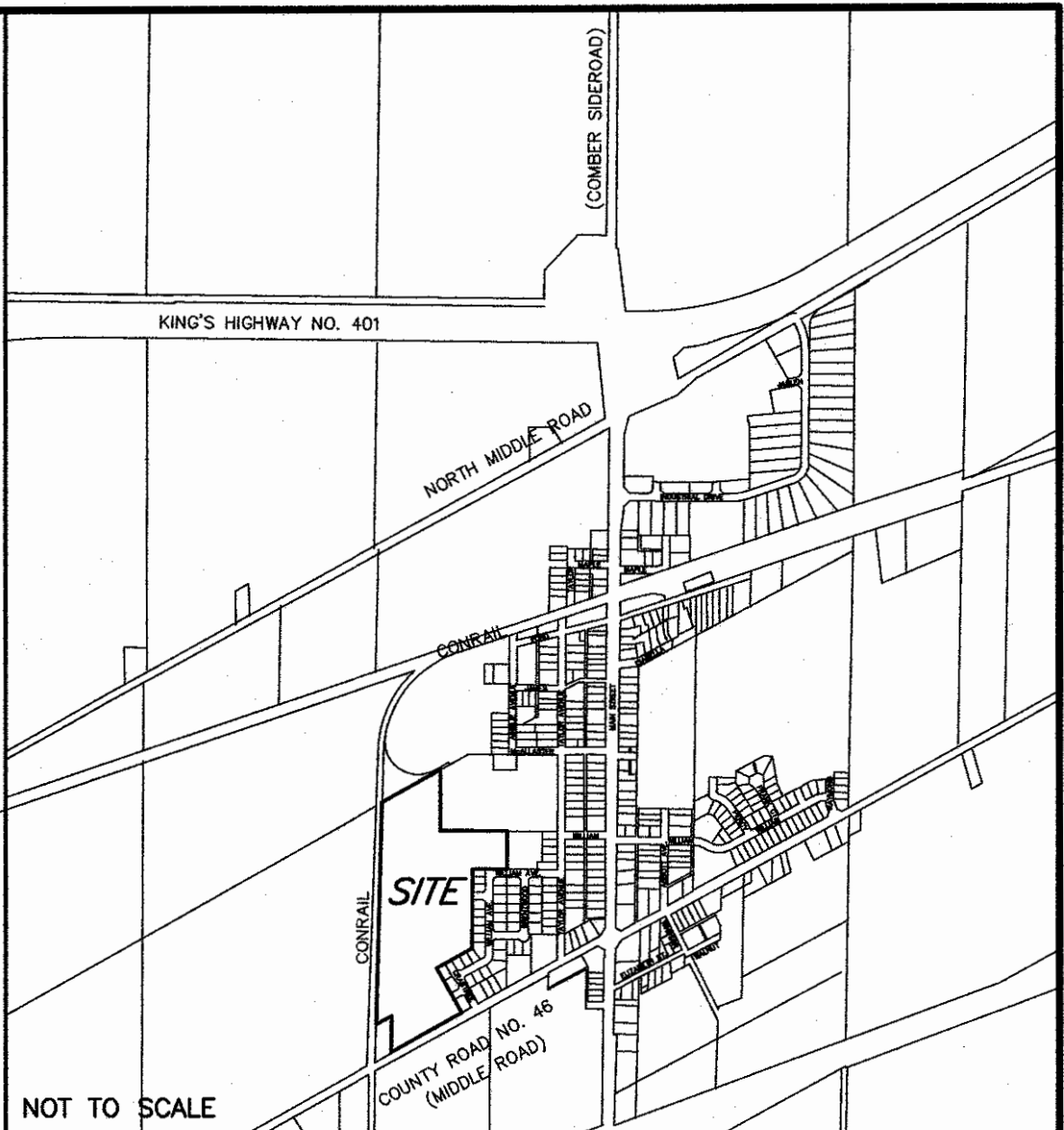
46

77





CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	5.78	5.66	N44°54'40"E
C2	9.00	5.88	5.77	N07°15'50"W
C3	15.00	43.17	29.74	N70°59'00"W
C4	15.00	2.35	2.35	N51°04'50"E
C5	15.00	19.26	17.90	N72°23'40"E
C6	15.00	17.66	16.86	N70°09'40"W
C7	15.00	3.90	3.89	N04°00'10"E
C8	9.17	5.88	5.78	N44°52'40"W
C9	9.00	5.90	5.80	N82°47'30"E
C10	9.00	2.49	2.48	N86°20'50"W
C11	9.00	3.41	3.39	N74°52'10"E
C12	15.00	43.17	29.74	N19°00'20"E
C13	15.00	10.45	10.24	N43°28'30"W
C14	15.00	15.16	14.52	N05°25'20"E
C15	15.00	17.56	16.58	N67°54'10"E
C16	15.00	66.73	23.83	N86°35'20"W
C17	15.00	3.34	3.34	N27°37'40"W
C18	15.00	14.85	14.25	N07°07'10"E
C19	15.00	14.93	14.32	N63°59'10"E
C20	15.00	14.02	13.51	N60°44'30"W
C21	15.00	14.09	13.57	N07°04'40"W
C22	15.00	5.50	5.47	N30°19'40"E
C23	9.00	5.88	5.78	N22°07'20"E
C24	9.00	5.88	5.78	N19°18'00"W
C25	30.00	15.37	15.20	N78°45'40"E
C26	50.12	25.67	25.39	N78°45'40"E



# DRAFT PLAN OF SUBDIVISION OF PART OF LOT 6 CONCESSION NORTH MIDDLE ROAD GEOGRAPHIC TOWNSHIP OF TILBURY WEST NOW IN THE TOWN OF LAKESHORE COUNTY OF ESSEX, ONTARIO

© VERHAEGEN LAND SURVEYORS, A DIVISION OF J.D. BARNES LTD.  
SCALE = 1:1000

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

INTEGRATION DATA			
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17 NAD83 (CSRS) (2010.0).			
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O. REG. 216/10.			
POINT ID	NORTHING	EASTING	
ORP-A	4675841.95	371212.11	
ORP-B	4676707.78	371274.97	
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.			

**LEGEND AND NOTES**  
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).  
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99977982.  
ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.  
IB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR  
SIB DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR  
IB # DENOTES 19mm diameter X 0.61m ROUND IRON BAR  
CC DENOTES CUT-CROSS  
CP DENOTES 50mm X 50mm STEEL PIN  
PB DENOTES PLASTIC BAK  
■ DENOTES SURVEY MONUMENT FOUND  
■ DENOTES SURVEY MONUMENT SET AND MARKED 1744  
WIT. DENOTES WITNESS  
L DENOTES MEASURED  
(O) DENOTES INST. NO.  
ORP DENOTES OBSERVED REFERENCE POINT  
ALL SET SIBS AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11(4) OF O. REG. 525/91.  
(S/P) DENOTES SET PROPORTIONALLY  
(P) DENOTES PLAN 12R-5649  
(P2) DENOTES PLAN 12R-19211  
(1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEAZER INC., O.L.S.  
(MTO) DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

**SITE INFORMATION:**  
SINGLE FAMILY DWELLINGS = 37 UNITS  
TOTAL AREA OF SUBDIVISION = 6.709 HECTARES (16.578 ACRES)  
TOTAL RESIDENTIAL AREA = 3.813 HECTARES  
RESIDENTIAL DENSITY = 9.703 UNITS PER HECTARE

**ADDITIONAL INFORMATION:**  
REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT (R.S.O. 1990)  
(A) AS SHOWN ON PLAN (G) AS SHOWN ON PLAN  
(B) AS SHOWN ON PLAN (H) PIPED MUNICIPAL  
(C) AS SHOWN ON PLAN (I) SILTY SAND WITH TRACE CLAY DEPOSITS  
(D) RESIDENTIAL (J) AS SHOWN ON PLAN  
(E) REFER TO KEY PLAN (K) ALL SERVICES TO BE PROVIDED  
(F) AS SHOWN ON PLAN (L) AS SHOWN ON PLAN

**OWNER'S CERTIFICATE**  
RAYMOND JOSEPH TRACEY AND DEBORAH DALANE TRACEY BEING THE REGISTERED OWNERS OF THE SUBJECT LANDS HEREBY AUTHORIZE VERHAEGEN LAND SURVEYORS TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.  
DATED: FEBRUARY 25, 2021.  
RAYMOND JOSEPH TRACEY  
I HAVE AUTHORITY TO BIND THE CORPORATION

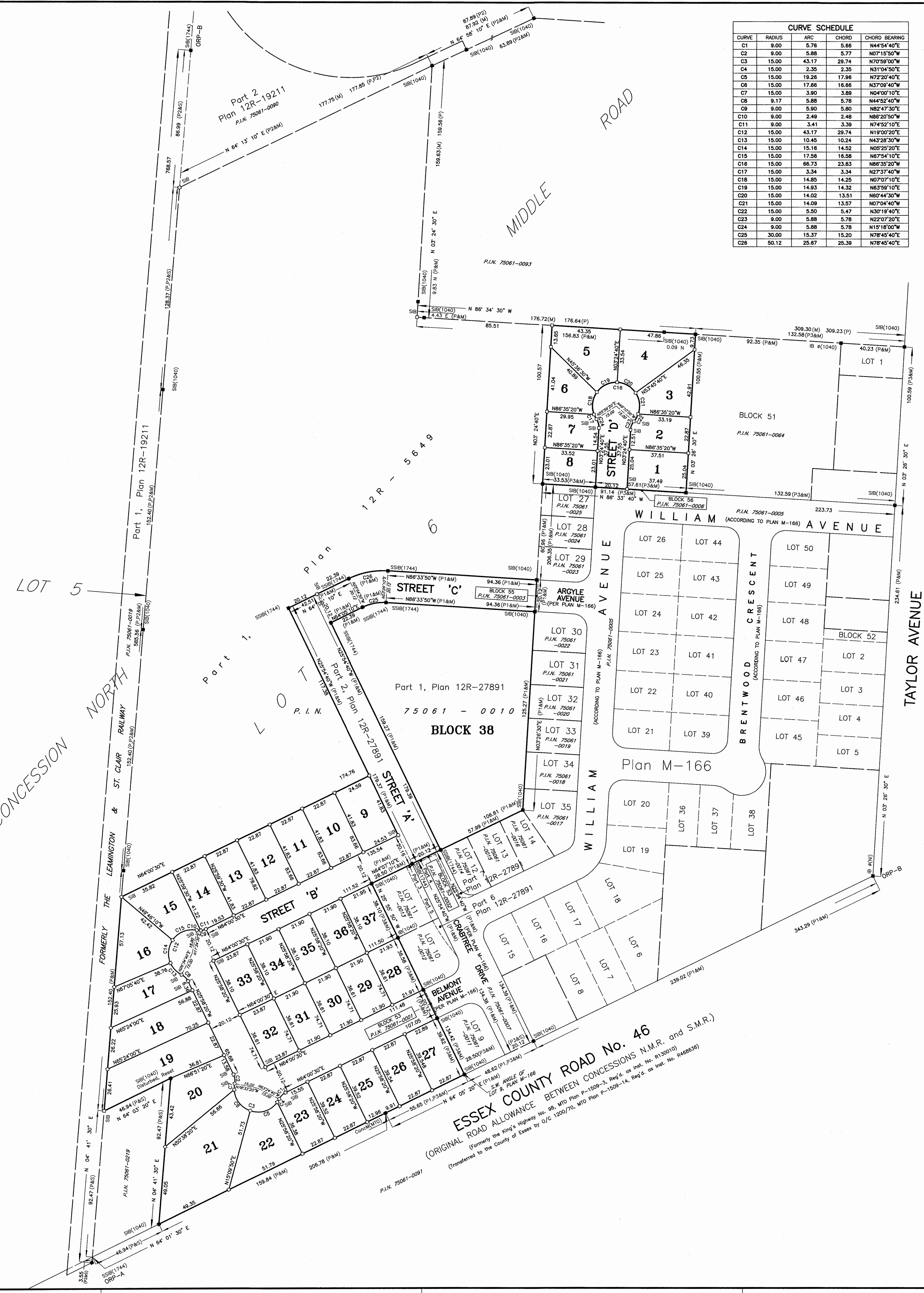
DEBORAH DALANE TRACEY  
I HAVE AUTHORITY TO BIND THE CORPORATION

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS HAVE BEEN ACCURATELY AND CORRECTLY SHOWN.  
DATE: FEBRUARY 25, 2021.  
BRIAN COO  
ONTARIO LAND SURVEYOR

**VERHAEGEN** SURVEYING  
LAND SURVEYORS  
A Division of  
J. D. Barnes Limited  
187 TALBOT ST. E. LAKESHORE, ON, N8H 1L8  
T: (519) 322-2375 F: (519) 322-2875 www.jdbarnes.com

DRAWN BY: GMM CHECKED BY: BC  
CAD Date: March 8, 2021 10:22 AM  
CAD File: 19-48-054-05.dwg

REFERENCE NO.: 19-48-054-05  
FILE NO.: E-Tilbury West-N.M.R.-6



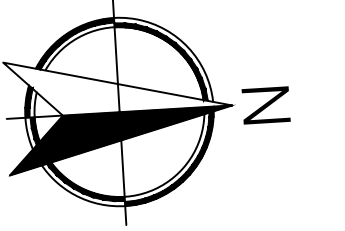
37-T-

This Draft Plan of Subdivision is approved under ss 51 (31) of the Planning Act on this \_\_\_\_\_, 2021.

REBECCA BELANGER, M.O.P., R.P.P.  
Manager, Planning Services  
County of Essex

**ESSEX COUNTY ROAD No. 46**  
(ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS N.M.R. and S.M.R.)  
(Formerly the King's Highway No. 98, MTO Plan P-1509-3, Reg'd. as Inst. No. R130010)  
(Transferred to the County of Essex by O/C 1200/70, MTO Plan P-1509-14, Reg'd. as Inst. No. R468636)





17-087 - TRACEY PHASE 1 CONCEPT DMS  
JANUARY 2021

DATE: SEP 08, 2020		DATE		REVISIONS		DATE		REVISIONS	



**BAIRD | AE**  
architecture + engineering

27 PRINCESS STREET, SUITE #102  
LEAMINGTON, ONTARIO  
N8R 2X8

1000 - 267 PELLISSIER STREET,  
WINDSOR, ONTARIO  
N9A 6K4

PROJECT TITLE:  
**TRACEY SUBDIVISION**  
PART OF LOT 6, NORTH MIDDLE RD. COMBER LAKESHORE

SHEET TITLE:  
**PROPOSED PHASE AND FUTURE PHASE PLAN**

DATE: SEP 08, 2020	PROJECT NO: <b>17-087</b>
SCALE: 1:1000	
DRAWN BY: P.S.	SHEET NO: <b>23 OF 28</b>
CHECKED BY: M.J.B.	

# Municipality of Lakeshore – Report to Council

## Strategic & Legal Affairs

### Legal Services



**To:** Mayor & Members of Council

**From:** Truper McBride, Chief Administrative Officer  
Kristen Newman, Corporate Leader – Strategic & Legal Affairs  
Lisa Granger, Division Leader – Workforce Development

**Date:** September 22, 2021

**Subject:** Employee Vaccination Policy for the Municipality

---

### Recommendation

Direct the Clerk to read by-law 83-2021 adopting Council Policy - Employee COVID-19 Vaccination Policy, as presented at the September 28, 2021 Council meeting.

### Background

A number of municipalities throughout Ontario have implemented policies requiring employees, contractors and visitors to municipal facilities to be vaccinated in order to reduce the transmission of COVID-19, in all the municipalities in this region except Lakeshore and the Town of Essex. The constantly evolving medical evidence seemingly indicates that the Delta variant is more transmissible and has a higher likelihood of causing severe illness and outcomes to those that are infected by that variant but there is no conclusive evidence at this time.

### Comments

At the time of writing this report, the Windsor Essex County Public Health Unit (WECHU) website indicated a COVID confirmed case count of 19,440 in the Windsor Essex County region of which 18,669 were resolved. The delta variant of COVID-19 is the variant of concern as the Public Health Unit has advised that the rising number of cases due to the Delta variant is alarming. Based on information from the WECHU website, it appears that the delta variant comprises more than 90% of the confirmed cases since July 1, 2021. This is further supported by the list of regional workplace and community outbreaks all involving the Delta variant.

According to WECHU, being fully vaccinated is the best protection for people to avoid becoming sick to the point of requiring ventilation and or dying. Accordingly, from a health and safety perspective, the most effective way of protecting Lakeshore staff is

mandating the vaccination for staff, contractors and patrons. Administration anticipates presenting an additional policy to Council regarding contractors.

For Lakeshore staff, Administration has developed the vaccination policy (Schedule A to By-law 83-2021) for all staff and contractors. The vaccination policy includes provisions for exemptions based on the respective prohibitive grounds listed in the Human Rights Code. Employees, volunteers, temporary employees and students will have until December 1, 2021 to become fully vaccinated or be approved for an exemption.

For patrons of the Atlas Tube Recreation Centre, Administration has developed and implemented appropriate protocols to comply with the Provincial regulations. Administration will review the use the Province's vaccine passport system once it is available.

Municipalities await the details surrounding the implementation of the Province's vaccine passport system. Administration understands the system to be one whereby a QR code will be created to reflect the immunization record of each individual in Ontario.

It is unclear as to whether the QR code will be created for those that have medical exemptions to the COVID-19 vaccine.

### **Financial Impacts**

The cost of the legal opinion will be paid from the budgeted funds in the corporate legal account.

Financial implications resulting from the introduction of a mandatory vaccination policy are currently unknown. A likelihood exists that a person may challenge a mandatory vaccination policy under the *Occupational Health and Safety Act* or pursuant to the *Charter of Rights and Freedoms*. Whether the Municipality opts to implement a mandatory vaccine policy for employees there is a likelihood that the Municipality may experience a legal challenge when it implements the Provincial Passport Vaccination Program. As such, the Municipality may incur legal costs in defending such claims.

If directed to pursue a mandatory vaccination program for employees, Administration will work with CUPE and IBEW to try and implement a program with the Union's support that would mitigate the risk of grievances and legal expenditures and any damages that may result.

Continued disruption in the workplace due to transmission of COVID-19 to staff members impacts productivity of staff members. Throughout the pandemic, if staff were required to leave the workplace and could not work from home (for example, Equipment Operators), the Municipality paid both the employee and employer shares of the OMERS pensions and continued the employee's extended health benefits.

## Report Approval Details

Document Title:	MandatoryVaccinationPolicy-ForEmployees.docx
Attachments:	
Final Approval Date:	Sep 23, 2021

This report and all of its attachments were approved and signed as outlined below:

Kristen Newman

Jessica Gaspard

Truper McBride

# **Municipality of Lakeshore**

## **By-law 77-2021**

### **Being a By-law to authorize the execution of a Subdivision Agreement pertaining to Raymond Joseph Tracey & Deborah Dalane Tracey (Tracey Estates Phase 2)**

**Whereas** on July 12, 2021 the Owner received Draft Plan Approval (File# 37-T-21001) for a plan of subdivision prepared and certified by Brian Coad O.L.S. dated February 25, 2021, showing thirty-seven (37) lots, for single detached residential dwellings, and one (1) for a storm water management facility, known locally as Tracey Estates Phase 2 (the “Development”);

**And whereas** this agreement applies only to Phase 2 of the Development as depicted on the Plan attached hereto as Schedule B (the “Plan of Subdivision”) on lands legally described as Part of Lot 6 Concession North Middle Road, geographic Township of Tilbury West in the Municipality of Lakeshore, as more particularly described in Schedule A (the “Subject Lands”);

**And whereas** Phase 2 is a maximum of thirty-seven (37) single detached residential dwellings.

**And whereas** the Conditions of the aforementioned Draft Plan Approval require that the Owner enter into this Agreement for the provision of services for the Plan of Subdivision and to satisfy all other Lakeshore requirements, financial and otherwise, related to the Plan of Subdivision;

**And whereas** pursuant to subsection 51 (26) of the *Planning Act*, R.S.O. 1990, c.P.13, municipalities may enter into such agreements;

**Now therefore be it resolved that the Council of the Municipality of Lakeshore enacts as follows:**

1. The Mayor and Clerk are authorized to execute a Subdivision Agreement with Raymond Joseph Tracey & Deborah Dalane Tracey in connection with the Development Phase 2, attached as Schedule A to this by-law;
2. This by-law shall come into force in accordance with Section 51 of the *Planning Act* R.S.O. 1990.

Read and passed in open session on September 28, 2021.

---

**Mayor  
Tom Bain**

---

**Clerk  
Kristen Newman**



**MUNICIPALITY OF LAKESHORE**

**SUBDIVISION AGREEMENT  
(Tracey Estates Phase 2)**

**THIS AGREEMENT** made (in triplicate) this 28<sup>th</sup> day of September, 2021.

**BETWEEN:**

**MUNICIPALITY OF LAKESHORE,**  
(hereinafter referred to as "Lakeshore"),

**OF THE FIRST PART**

-and-

**RAYMOND JOSEPH TRACEY &  
DEBORAH DALANE TRACEY,**  
(hereinafter referred to as the "Owner"),

**OF THE SECOND PART**

**WHEREAS** the Owner received Draft Plan Approval (File# 37-T-12001) for a plan of subdivision prepared and certified by Brian Coad O.L.S. dated February 25, 2021, showing thirty-seven (37) lots, for single detached residential dwellings, and one (1) for a storm water management facility, on lands legally described as Part of Lot 6 Concession North Middle Road, geographic Township of Tilbury West in the Municipality of Lakeshore, as more particularly described in Schedule A (the “Subject Lands”);

**AND WHEREAS** the aforementioned Approved Draft Plan is attached hereto as “Schedule “B” (the “Plan of Subdivision”);

**AND WHEREAS** the Conditions of the aforementioned Draft Plan Approval dated July 12, 2021 require that the Owner enter into a Subdivision Agreement for the provision of services for the Plan of Subdivision and to satisfy all other Lakeshore requirements, financial and otherwise, related to the Plan of Subdivision;

**AND WHEREAS** Lakeshore has certain design criteria that the Owner’s construction and installation of services must meet or exceed. Lakeshore’s design criteria are contained in its Development Manual, current as of the date first mentioned above, (hereinafter referred to as the “Development Manual”);

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the aforesaid premises and in consideration of the sum of Five (\$5.00) Dollars now paid by the Owner to Lakeshore, the receipt whereof is hereby expressly acknowledged, the parties hereto covenant and agree one with the other as follows:

**1.0 GENERAL CONDITIONS**

**Definitions**

- 1.1 In this Agreement the following terms shall have the meanings set out below unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:
- (a) “Agreement” means this subdivision agreement;
  - (b) “Approval” means draft plan approval under the Planning Act;
  - (c) “Development Manual” means Lakeshore’s development manual published on its website, as may be amended from time to time;
  - (d) “Engineer” means the Owner’s consulting engineer who is hired and retained in accordance with Section 2.2 hereof;
  - (e) “Final Approval” means approval for the final plan of subdivision under the Planning Act;
  - (f) “Plan” means the plan depicted on Schedule B;
  - (g) “Planning Act” means the *Planning Act*, R.S.O. 1990, c. P.13, as amended or any successor statute;



- (h) "Works" means all works and services to be constructed for the purposes of servicing the Plan in accordance with the Development Manual and this Agreement that will ultimately be utilized by the general public and assumed by Lakeshore and, without limiting the generality of the foregoing, includes finishing works such as grading and any required landscaping.

#### **Lands Affected**

- 1.2 This Agreement applies only to the Subject Lands. The Owner warrants that it is the registered owner of the Subject Lands.

#### **Scope**

- 1.3 This Agreement shall define the obligations and duties of the Owner with respect to the development of the Subject Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to Lakeshore and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the acceptance and assumption of the Works by Lakeshore.

### **2.0 GENERAL CONSTRUCTION REQUIREMENTS**

#### **Cost of Works**

- 2.1 The Owner shall be solely responsible for the cost of the Works. Lakeshore shall not be required to pay any portion of any cost related to the Works unless otherwise expressly provided in this agreement or as expressly required by statute. In the event that Lakeshore incurs any expenses related to construction lien actions or otherwise respecting the construction of the Works, such expenses shall be reimbursed by the Owner forthwith upon demand.

#### **Consulting Engineer**

- 2.2 The Owner shall employ, at its sole expense, a Professional Engineer registered under the *Professional Engineers Act*, R.S.O 1990, c.P.28, as amended, (hereinafter called the "Engineer"). The Engineer, and any successor, must be acceptable to Lakeshore and shall carry out all engineering requirements for the development of the Subject Lands in accordance with this Agreement and with the Development Manual. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to Lakeshore's satisfaction. The Owner's agreement with the Engineer shall include design, general supervision and/or resident supervision and shall provide that Lakeshore may inspect the construction, installation and provision of the Works and shall have the power to stop any work or construction that, in Lakeshore's opinion, is being performed in a manner that may result in completed installations or construction that would not be satisfactory to Lakeshore. The Owner shall provide Lakeshore with a certificate from the Engineer certifying that the Works have been completed in accordance with this Agreement and the Development Manual prior to Lakeshore accepting the Works. Without limiting the generality of the foregoing, the Engineer shall:

- a) design and submit to Lakeshore for approval, detailed engineering drawings for the Works including grading plans for all lots, blocks, right-of-ways and landscaped blocks in accordance with the Development Manual;
- b) prepare any contracts necessary for the construction of the Works;
- c) forward of all documentation necessary to obtain from municipal, provincial and federal authorities all approvals required for the construction of the Works;
- d) submit to Lakeshore, prior to the commencement of any construction, a report showing existing elevations and the proposed method of drainage of the Subject Lands;
- e) arrange for all survey and layout work required for the construction of the Works;
- f) maintain, for his/her client's purposes, all records of construction for the Works;
- g) submit to Lakeshore all required record drawings of all details, elevations and drawings of the Works;
- h) be responsible for the coordination of all services required under this Agreement; and
- i) visit the site of the said works as requested by Lakeshore for any reasons related to the Works.

In approving any matter, exercising any discretion, or providing or withholding any consent or permission contemplated in this agreement, both Owner and Lakeshore agree to act reasonably and in good faith and in a timely manner.

#### **Geotechnical report**

- 2.3 The Owner shall provide Lakeshore, as part of the engineering submission, a geotechnical report prepared by a qualified person.

#### **Lakeshore's Review and Inspection**

- 2.4 Lakeshore, at its option, may retain a professional engineer in the Province of Ontario ("Reviewing Engineer") for the purpose of:
- a) reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
  - b) supervising the installation of the Works.

The fees, expenses and charges of the Reviewing Engineer shall be payable by the Owner to Lakeshore upon demand. The Reviewing Engineer's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

#### **Prior to Commencement of Construction**

- 2.5 Unless the Owner has received Lakeshore's written consent to do so, no work shall be commenced until the designs for all the Works have been approved by Lakeshore. Any work undertaken by the Owner prior to this Agreement coming into force shall not be accepted by Lakeshore unless the Engineer has advised Lakeshore in writing that such work has been carried out in accordance with the Development Manual and Lakeshore, and/or the Reviewing Engineer, are satisfied that such is the case. The Owner shall provide all the information and expose or reconstruct any portion of the Works that Lakeshore may in its absolute discretion require.

#### **Contractor for Construction of Works**

- 2.6 The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by Lakeshore, which approval shall not unreasonably be delayed or withheld. The contract(s) shall provide that Lakeshore may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to the provisions of this Agreement or the Development Manual or that may result in the Works or any part thereof being unsatisfactory to Lakeshore.

#### **Approval of Plans**

- 2.7 Detailed plans and specifications for the Works shall be submitted to Lakeshore for final approval before any work is commenced. Lakeshore shall provide written confirmation that it is satisfied that the Works have been designed in accordance with the Approval and the Development Manual by placing its certificate on the plans and specifications. Plans submitted will be reviewed within a reasonable time. Lakeshore's approval of the plans and specifications shall not absolve the Owner of responsibility for errors or omissions in the plans and specifications. Lakeshore shall not grant final approval of the plans and specifications until all Ministry of Environment, Conservation and Parks, Lower Thames Conservation Authority and any other government approvals have been received.

#### **Implementation of Reports, Plans and Studies**

- 2.8 The Owner agrees to implement all recommendations contained in all reports/studies prepared and submitted in support of the approval of the Plan of Subdivision and the Works, to Lakeshore's satisfaction.

#### **Installation**

- 2.9 The Works shall be constructed and/or installed in accordance with the plans and specifications, including, without limitation, the composite utility plan, approved pursuant to section 2.6, above, the Development Manual, this Agreement, all applicable law to Lakeshore's satisfaction.

#### **Inspection of Work**

- 2.10 The Owner shall, at any time or times prior to the issuance of the Certificate of Completion, when required to do so by Lakeshore, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Works as may be necessary for Lakeshore to make adequate inspection and observation, and shall, as required, make good again, to the satisfaction of Lakeshore, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of Lakeshore, any unacceptable work for which the Owner is responsible is found by such investigations, the cost of such investigations and such making good shall be borne by the Owner but if, in the opinion of Lakeshore, no such unacceptable work is found by such investigations, the said costs shall be borne by Lakeshore.

### **Sewer Video Inspection Program**

2.11 The Owner covenants and agrees to:

- (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Works. This inspection shall be undertaken by a qualified provider of this service that has been approved by Lakeshore's Division Leader of Engineering & Infrastructure Services prior to the video inspection being undertaken;
- (b) provide Lakeshore with video tapes and written reports in a format as specified by Lakeshore;
- (c) carry out the video inspection:
  - i. after completion of the base coat of asphalt and prior to Acceptance of the applicable works by Lakeshore;
  - ii. prior to Assumption of the applicable works; and
  - iii. at any other time if required by Lakeshore's Division Leader of Engineering & Infrastructure Services.
- (d) remove all silt and debris from the storm and sanitary sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the written report or as may be identified by Lakeshore during its review of the video.

### **Specifications and Materials**

2.12 All work or detail required for the completion of the Works shall adhere to the Development Manual.

2.13 In the event the Owner shall call for tenders for any of the Works, such tenders shall be called on the basis of the specific requirements prescribed under this agreement and in accordance with the Development Manual and the Owner shall provide Lakeshore with a copy of the tender and an executed copy of the contract let to each successful tenderer for any such work.

2.14 All material to be incorporated into the Works shall be tested by Owner from time to time as may be required by Lakeshore and in accordance with the material testing requirements identified in the Development Manual.

2.15 The Owner shall employ the services of a certified material testing company qualified in the fields of concrete, compaction and asphalt testing to carry out the testing referred to in paragraph 2.14. Prior to the commencement of the installation of the Works, the Owner shall submit for Lakeshore's approval, the name of the proposed testing company and its recommended material testing program.

### **Construction Management**

2.16 The Owner agrees to submit, prior to the commencement of the construction of services, a construction management plan addressing, among other things, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls, for Lakeshore's approval and to implement the measures contained in such approved plan.

### **Right-of-Way Damage**

2.17 The Owner agrees to reconstruct any services damaged in front of each individual building lot on the Subject Lands to Lakeshore's satisfaction. These include, but are not limited to, curb and gutter, pavement, and manholes. Finalization of any building permit shall be contingent on compliance with this section.

### **Damage to Pavement**

2.18 The Owner covenants and agrees that any pavement or landscaped areas on the public right of way that are damaged during construction on the Subject Lands shall be restored by the Owner at its entire expense, and to Lakeshore's satisfaction. All driveway approaches that become redundant following the development of the Subject Lands shall be closed and this area restored to Lakeshore's satisfaction.

### **Dirt and Debris**

2.19 (a) The Owner further covenants and agrees to keep the public highways and other Lakeshore lands adjacent to the Subject Lands free from dirt and debris caused by the construction of the Works on the Subject Lands.

(b) The Owner shall deposit, with Lakeshore, cash in the amount of \$5,000 as security for the Owner's compliance with section 2.19(a), above. Should the Owner fail to comply

with the requirements of section 2.19(a), above, Lakeshore may take such actions as it may deem necessary to correct such non-compliance and shall be entitled to draw upon the aforementioned security to cover any costs so incurred. The aforementioned security, or any portion thereof left unused, shall be returned to the Owner upon expiry of the maintenance period as provided for in this Agreement.

#### **Topsoil**

- 2.20 Any topsoil removed from the Subject Lands during grading operations shall be stockpiled on the Subject Lands in areas compatible for the reception of same and the Owner covenants and agrees that it will not remove or permit any other person to remove such topsoil from the Subject Lands prior to the end of the maintenance period without Lakeshore's approval.

#### **Specific Requirements**

- 2.21 The Owner agrees to fulfill all of the specific requirements contained in Schedule "C".

#### **Taxes Etc.**

- 2.22 The Owner agrees that forthwith upon the execution of this agreement it shall commute all arrears of taxes, local improvement charges, and drainage assessments chargeable upon the Subject Lands.

#### **Development Charges**

- 2.23 The Owner hereby acknowledges that the Corporation has a valid by-law(s) pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended, that applies to the Subject Lands. The Owner hereby agrees to pay the development charges imposed by Lakeshore's Development Charges By-law and to insert the following clause into all agreements of purchase and sale dealing with any portion of the Subject Lands and shall, upon request, provide Lakeshore with copies of any or all such agreements of purchase and sale:

NOTE: The Municipality of Lakeshore has passed a by-law under the *Development Charges Act, 1997* that applies to the Subject Lands and requires the calculation and payment of development charges at the time of building permit issuance. Lakeshore's development charges by-law is not registered on title but may be viewed at the their offices located at 419 Notre Dame Street, Belle River, Ontario, during regular business hours or on line at [www.lakeshore.ca](http://www.lakeshore.ca).

#### **Municipal Street Numbers**

- 2.24 The Owner shall request from Lakeshore the allocation of municipal street numbers and hereby agrees to inform any purchaser of a serviced lot, from the Owner, of the correct municipal street number as so allocated. The Owner shall affix the assigned municipal street number to the front wall of the dwelling facing the front lot line, as defined in Lakeshore zoning by-law 2-2012, as amended.

#### **School Board Issues**

- 2.25 The Owner agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"There may not be an elementary and/or secondary school available in the area and students may be bussed to the next available school. The present existence of such a school is not a guarantee of its future availability and bussing may be required due to future circumstances."

#### **Canada Post Issues**

- 2.26 The Owner hereby acknowledges that Canada Post will be providing mail service by way of community mailboxes and agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"Canada Post will be providing mail service to these lands by way of a community mailbox. A notice concerning the location of the community mailbox serving your home will be posted at a prominent location within the development of which these lands are a part."

#### **Parking during Lot Servicing**

- 2.27 The Owner shall ensure that, for the duration of construction, all parking necessary for construction and trades during the servicing of the Plan of Subdivision shall be provided wholly on the Subject Lands and not on Public Streets outside of the limits of the Plan of Subdivision.

### Fire Protection

- 2.28 The Owner shall maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction and shall ensure the availability of a water supply for firefighting purposes that is adequate, accessible and operational at all times.

### Costs

- 2.29 The Owner shall pay to Lakeshore all costs incurred by Lakeshore in connection with the Development and/or the preparation and administration of this Agreement including, but not limited to, costs associated with engineering, planning and legal services. The Owner acknowledges that the application fee submitted by the Owner with its application for the approval of a Plan of Subdivision is a deposit to be applied against the aforementioned costs. Should the said deposit prove to be insufficient to cover the aforementioned costs the Owner agrees to provide such additional deposits, as may reasonably be required by Lakeshore, upon demand.

### Applicable Laws

- 2.30 (a) In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- (b) The Owner shall do, cause to be done or refrain from doing any act or thing as directed by Lakeshore if at any time Lakeshore considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable laws. If the Owner fails to comply with such direction, Lakeshore may take action to remedy the situation at the expense of the Owner and in this regard Lakeshore shall also be entitled to draw upon any security filed by the Owner under this Agreement in order to recover its costs incurred in this regard.
- 2.31 The Owner shall immediately advise Lakeshore and the Ministry of the Environment, Conservation and Parks should waste materials or contaminants be discovered during the development of the Subject Lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the *Environmental Protection Act*, as amended from time to time, if required by the Minister of the Environment.

## 3.0 WORKS

### Sewers

- 3.1 The Owner agrees to construct a complete sanitary and storm sewer system or systems, including private sanitary and storm connections to the lot lines as well as catch basins, leads and sub-drains to service the Subject Lands and adjacent road allowances all according to the plans approved by the Lakeshore and in compliance with the Development Manual. No construction of the above-mentioned systems shall take place without an Environmental Compliance Approval issued by the Ministry of the Environment, Conservation and Parks.
- 3.2 Upon being satisfied, in its sole discretion, that sufficient sanitary sewage treatment capacity is available, Lakeshore agrees to allocate sufficient sanitary sewage treatment capacity to service the Plan to a maximum of 37 single detached dwellings. The Owner acknowledges and agrees that Lakeshore may, in its sole discretion, withdraw the aforementioned treatment capacity allocation and redirect it if the Owner fails to complete the Works, in accordance with the terms and conditions of this Agreement, within **two years** of the registration of the Plan.

### Watermains

- 3.3 The Owner agrees to construct a complete watermain system or systems, including hydrants and water service connections to the lot lines to service all lots on the Plan in accordance to designs approved by Lakeshore and in accordance with the Development Manual. No construction of the above-mentioned water mains shall take place without the

necessary approvals from the Ministry of the Environment, Conservation and Parks or, if Lakeshore is the approval authority, until Lakeshore has executed the Ministry of the Environment's "Form 1 – Record of Watermains Authorized as a Future Expansion" completed and submitted by the Engineer.

#### **Fire Hydrants**

- 3.4 The Owner agrees to provide fire hydrants in conformity with the requirements of the Ontario Building Code, or other authorities, to Lakeshore's satisfaction and shall submit a detailed plan, noting all services/hydrant locations to Lakeshore for approval.

#### **Oversizing**

- 3.5 If Lakeshore deems necessary, the Owner agrees to oversize the sanitary sewer, storm sewer and water main systems within the Subject Lands to service additional downstream lands according to the design approved by Lakeshore and the Development Manual.

#### **Conservation Authority Requirements**

- 3.6 If the Subject Lands are within an area regulated by the Lower Thames Conservation Authority, the Owner agrees that no construction or placing of fill on the Subject Lands shall take place prior to obtaining a permit from the said Authority. The Owner shall flood proof the Subject Lands to a minimum elevation satisfactory to the Lower Thames Conservation Authority. Specific details regarding the flood proofing required for the Subject Lands are contained in Schedule "C" attached hereto and forming part of this Agreement.

#### **Electrical Services & Utilities**

- 3.7 The Owner agrees to construct a complete electrical distribution system including transformers and services to the lots and a street lighting system all in accordance with the design approved by Lakeshore and by ELK or Hydro One, as the case may be. The installation shall include the necessary connections to the existing supply.
- 3.8 The Owner agrees to co-ordinate the underground installation of any telecommunications cables, hydro cable, gas mains and connections to and within the limits of the Subject Lands and to provide for easements with respect to such installations in accordance with terms, conditions, standards and specifications set out by the respective utility companies.
- 3.9 The Owner and its Engineer shall provide any information required by any utility company, including construction drawings and schedules, as well as lot and street locations in the field. Prior to the commencement of any construction, the Owner agrees to submit to Lakeshore a comprehensive schedule indicating the timing and co-ordination of all utility installations with the servicing for which the Owner is responsible.

#### **Fencing**

- 3.10 The Owner shall provide all corner and exterior lot fencing. The location of all corner and exterior lot fencing and all fencing or other fencing required by the Municipality of Lakeshore shall be shown on a separate sheet within the required engineering submission and all fencing to be in accordance with the Municipality's Fencing By-law, the Development Manual to Lakeshore's satisfaction.

#### **Roadways, Curbs and Gutters**

- 3.11 The Owner agrees to construct all roads including concrete curbs and gutters, driveway approaches and the necessary drainage facilities as shown on the plans approved by Lakeshore and in accordance with the Development Manual.

#### **Sidewalks**

- 3.12 The Owner agrees to construct sidewalks in the Development in compliance with the criteria contained in the Development Manual and to Lakeshore's satisfaction. In accordance with section 5.2 of the Development Manual, the sidewalks shall be constructed at the same time as roads and underground services unless Lakeshore requests a delay in the construction of sidewalks based on the level of building activity and/or to allow for the consolidation of utility trenches as determined by Lakeshore's Division Leader of Engineering & Infrastructure Services.

#### **Noise and Vibration**

- 3.13 The Owner agrees to provide at its expense, all noise and vibration attenuation measures as outlined in the Development Manual and in Schedule "C" attached hereto.

#### **Drainage**

- 3.14 The Owner agrees to:

- (a) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into the Development;
  - (b) maintain an inspection log that shall be made available for review by Lakeshore, the Ministry of the Environment, Conservation and Parks and the Lower Thames Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectifications or replacements which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by Lakeshore or until site construction conditions warrant cessation of the visits; and
  - (c) the stormwater management works associated with this plan shall all be certified as functional and must obtain statutory approval under the *Ontario Water Resources Act*, not the *Drainage Act*;
- 3.15 The Owner shall require any Contractors erecting buildings on the Subject Lands to block off any existing agricultural field tiles that could adversely affect any proposed construction.
- 3.16 The Owner further agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction on the Subject Lands unless approved by Lakeshore and the Lower Thames Valley Conservation Authority. No natural land drainage shall be cut off without adequate provision being made for its interception to Lakeshore's satisfaction.
- 3.17 The Owner further agrees that prior to undertaking construction or site alteration activities, any and all necessary permits or clearances shall be received from the Lower Thames Valley Conservation Authority.

#### **Tree Planting**

- 3.18 The Owner agrees to provide Lakeshore with a deposit of \$450.00 per tree for the 37 trees required for the Plan of Subdivision for a total sum of \$16,650.00, which Lakeshore shall use towards the planting of trees in accordance with typical road cross sections. Lakeshore shall be responsible for planting the trees on the Subject Lands, once the said deposit has been provided and Lakeshore's tree planting tender for the year has been awarded. The Developer is responsible for payment of the tendered amount in excess of the deposit. In accordance with the Development Manual, the number of trees to be planted shall be determined as follows:
- (a) Single Family Residential Lots: 1-60mm caliper tree per lot;
  - (b) Semi-detached Residential Lots: 1-60mm caliper tree per unit; and
  - (c) Townhouse Residential Lots: 3-60mm caliper trees per 4 units.

#### **Parkland Dedication**

- 3.19 The Owner shall make the parkland conveyance set out in section C.2 of Schedule "C", attached hereto, and Lakeshore agrees to accept this conveyance in full satisfaction of the Owner's parkland dedication obligations under the *Planning Act* for the Development.

#### **Boulevards**

- 3.20 The Owner agrees that all unpaved portions of the street allowances shall be fine graded to finished grade and to fill and rough grade the lots prior to the issuance of building permits.

#### **Temporary Access Road**

- 3.21 In the event a temporary access road is deemed necessary by Lakeshore and/or the County of Essex for the orderly management of construction and/or to minimize the impact of construction traffic on public streets and neighbouring lands, Lakeshore and/or the County of Essex shall determine the location of such temporary access road, taking into account the recommendations of the Owner, and the Owner shall provide, maintain and ultimately remove such temporary access road.

#### **REQUIRED CONVEYANCES**

- 4.1 The Owner shall gratuitously dedicate as public highways all road allowances shown on the Plan and shall name all such road allowances in a manner satisfactory to Lakeshore.
- 4.2 The Owner agrees that open ends and sides of all road allowances shall terminate in 0.30 metre reserves and to convey, without cost and free of all encumbrances, all such 0.30 metre reserves to Lakeshore.

- 4.3 The Owner agrees to sign local improvement petitions for and agrees not to oppose any municipal works proposed by Lakeshore to be constructed pursuant to the provisions of the *Municipal Act, 2001* and O.Reg. 119/03, both as amended.
- 4.4 The Owner shall convey to Lakeshore, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Lakeshore, the applicable hydro authority, the applicable telecommunications, cable TV and internet service provider(s), any natural gas provider and/or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, water mains, telephone, cable tv, natural gas or any other purpose as deemed necessary by Lakeshore. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the development of the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility provider, and at the expense of the Owner.
- 4.5 The Owner shall convey, without cost and free of all encumbrances, all blocks, shown on the Plan that contain, or will contain, the storm water management works.
- 4.6 Without limiting the generality of any of the forgoing, the Owner shall convey all of the lands specifically listed in Schedule "E", attached to this agreement.
- 4.7 The Owner agrees that all conveyances required by paragraphs 4.1, 4.2, 4.3, 4.4 and 4.5, as well as those detailed in Schedule "E", shall be completed immediately upon execution of this Agreement.

#### **ACCEPTANCE OF WORKS**

- 5.1 The performance by the Owner of its obligations under this agreement to Lakeshore's satisfaction shall be a condition precedent to Lakeshore's acceptance of the Works.
- 5.2 Prior to Lakeshore's acceptance of the said Works, the Owner shall furnish Lakeshore with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the Works and that there are no outstanding claims relating thereto.
- 5.3 Inspection records, sewer video inspection results referred to in paragraph 2.9 and test results of the material testing company referred to in paragraph 2.12 and 2.13 shall be submitted by the Owner to Lakeshore in conjunction with the Certificate of the Engineer contemplated in paragraph 2.2 as a pre-condition to Lakeshore's acceptance the Works. The Owner further agrees to submit all information and reports reasonably required by Lakeshore to ensure that the Works have been installed in accordance with the Development Manual.
- 5.4 Within Forty-five (45) days, after the completion of the Works, Lakeshore may accept the Works and Lakeshore shall thereupon permit such Works to be incorporated with the appropriate existing municipal services. The parties agree that Lakeshore shall be the sole determinant.
- 5.5 The acceptance of the Works shall not require Lakeshore to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services that may be installed in or on public lands.
- 5.6 The Owner agrees to provide Lakeshore with digital "as constructed" record information in a format suitable to Lakeshore as outlined in the Development Manual.
- 5.7 Following notification from the Owner that the Works, for which formal acceptance is requested, are complete, Lakeshore shall inspect the Works to determine whether they have been completed in a satisfactory fashion and shall review all financial requirements of this agreement to determine whether they have been met. If Lakeshore determines that the requirements of this Agreement have been met, Lakeshore agrees to forthwith furnish to the Owner written confirmation of its acceptance of the Works.
- 5.8 The Division Leader of Engineering & Infrastructure Services at their sole discretion may delay the final coat of asphalt to be placed, no later than five (5) years from the commencement date of the first maintenance period for base asphalt, curbs and underground infrastructure.



## **MAINTENANCE PERIOD AND SECURITY**

- 6.1 The maintenance period shall run for a minimum period of one (1) year following the date of the issuance of written confirmation of Lakeshore's acceptance of the Works but in no case shall the maintenance period expire until the final surface asphalt has been completed. During this time the Owner shall be responsible for all materials, equipment and work necessary to maintain and/or repair the Works. Upon the issuance of the written confirmation of Lakeshore's acceptance of the Works, the Owner shall file with Lakeshore cash, or an irrevocable letter of credit in a form acceptable to Lakeshore for 25% of the cost of the works as security for the Owner's obligations under this section.
- 6.2 Notwithstanding expiration of the maintenance period, the Owner shall not be relieved of correcting any defects or faults of which notice has been given to the Owner prior to the expiration of the said period.

## **ASSUMPTION OF PLAN OF SUBDIVISION**

- 7.1 Within 30 days prior to the expiration of the maintenance period, the Engineer shall arrange for a field inspection to be conducted by Lakeshore, the contractor and the Engineer. The requirements of section 2.9, above shall have been complied with prior to this inspection.
- 7.2 Within 30 days following the expiration of the maintenance period contemplated by section 6.1 of this agreement, Lakeshore's Division Leader Engineering & Infrastructure Services shall prepare a written report stating whether the Works were completed in a satisfactory fashion and remain in good working order. In addition, Lakeshore's Finance Department shall prepare a written report stating whether all financial requirements have been met. If the aforementioned reports state that the requirements of this Agreement have been satisfactorily met, Lakeshore's Division Leader of Engineering & Infrastructure Services shall recommend that Lakeshore Council pass a by-law assuming the Works.
- 7.3 The Owner agrees to provide all of the information and reports requested by Lakeshore that are reasonably necessary for the Division Leader of Engineering & Infrastructure Services to complete his report mentioned in section 7.2 above.
- 7.4 The Owner covenants and agrees that the Works shall vest in Lakeshore upon Lakeshore Council's passing of a by-law Assuming of the Works, and the Owner shall thereafter have no claims or rights to the Works other than those accruing to it as an owner of land abutting streets on which services have been installed. The Owner further agrees that Lakeshore shall not be obligated to return the maintenance security for Surface Asphalt & Sidewalk until Lakeshore Council passes the assumption by-law assuming the Works.

## **INDEMNITIES AND INSURANCE**

- 8.1 The Owner shall indemnify and save Lakeshore harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to, or loss or destruction of, any property or injury to, or death of, any person arising directly or indirectly out of, or in connection with, the negligent performance or unlawful or non-performance of any obligation of the Owner under this agreement.
- 8.2 During the period of construction of the Works, the Owner shall maintain a policy of public liability and property insurance, in the amount of Five Million dollars (\$5,000,000.00) and containing endorsements showing Lakeshore as an additional named insured and having a cross-liability clause, in form satisfactory to Lakeshore. Before commencing construction of any of the Works, the Owner shall provide Lakeshore with a Certificate of Insurance.
- 8.3 The Owner agrees when paying contractors to hold back such sums as are provided by the *Construction Act*, R.S.O. 1990, c.C.30, as amended, and to indemnify Lakeshore against any claims, actions or costs incurred by Lakeshore respecting Construction Liens or otherwise in connection with the Works. The Owner shall take the necessary action to immediately discharge any liens that arise with respect to the Works.

## **BUILDING PERMITS**

- 9.1 The Owner agrees:
- (a) that no building permit for any lot or block on the Subject Lands will be issued until Lakeshore has accepted the Works in accordance with the requirements of this Agreement;
  - (b) that notwithstanding subsection 9.1(a) above, the Chief Building Official may issue permits for model homes. The maximum number of model home permits that may be issued is for the greater of either four dwellings or ten percent (rounded upward)

of the total dwelling units in any particular phase of the Development as stated in the Development Manual provided:

- i. the base coat of asphalt has been installed, to the satisfaction of the Division Leader of Engineering & Infrastructure Services, in the road allowance in front of and abutting the lot for which the building permit is being sought;
- ii. all works necessary to meet the Railway requirements have been installed if the model home is within 300 metres of a Railway right-of-way;
- iii. there is no conflict between the activity that would result from the building permit being issued and the installation of various utilities;
- iv. a surveyor's certificate has been received by Lakeshore pertaining to the lot for which the building permit is being sought;
- v. it is clearly noted on the building permit that occupancy of the model home will not be permitted until Lakeshore has accepted the Works and that all Agreements to Purchase affecting the model home must contain a notice regarding this occupancy restriction until such time as Lakeshore has accepted the Works; and
- vi. Lakeshore has received a letter received from the Engineer confirming support for the building permit issuance.

**PERFORMANCE SECURITIES**

- 10.1 Prior to commencing any of the Works, the Owner shall provide Lakeshore with an irrevocable letter of credit as security for the Owner's performance of its obligations under this agreement. The said letter of credit shall be in a form acceptable to Lakeshore and shall be in an amount equal to 50 percent (50%) of the value of the said works as determined from the accepted tenders for the said works. If the owner is constructing the said works so that there shall be no tender then the Owner's Consulting Engineer shall provide an estimate of the value of the Works that, subject to the Lakeshore's right to verify and approve the said estimate, shall be used to establish the amount of the securities.
- 10.2 If the Owner fails in the performance of the terms and conditions of this Agreement, Lakeshore shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfil those terms and conditions in respect of which the Owner is in default.
- 10.3 No performance security will be released until the Owner has filed maintenance security in accordance with the Development Manual and this Agreement.

**ADMINISTRATION**

**Registration of Plan**

- 11.1 The Owner covenants and agrees to register the Plan as soon as possible upon receiving Final Approval but shall not register the Plan before registering this agreement upon title of the Subject Lands.
- 11.2 The Owner acknowledges and agrees that the Plan may only proceed to registration at such time as Lakeshore is satisfied, in its sole discretion that all municipal services are available, including, but not limited to, sanitary sewage treatment capacity.
- 11.3 Prior to registering the Plan the Owner shall provide Lakeshore with a table of lot areas and lot frontages certified by an Ontario Land Surveyor confirming compliance with the Comprehensive Zoning By-law, 2-1012, as amended.

**Notices**

- 11.4 (a) If any notice is required to be given by Lakeshore to the Owner with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:  
Raymond Tracey & Deborah Tracey  
2155 Myers Road,  
Woodslee, ON N0R 1V0

or such other address or facsimile number of which the Owner has notified Lakeshore's Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to Lakeshore with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

Municipality of Lakeshore  
Attention: Clerk  
419 Notre Dame,  
Belle River, ON N0R 1A0

Facsimile: (519) 728-9530

or such other address or facsimile number of which Lakeshore has notified the Owner, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

### **Registration of Agreement**

- 11.5 The Parties hereby covenant and agree that this Agreement and any schedules attached hereto shall be registered upon title to the Subject Lands prior to the registration of the Plan. The Owner further agrees to pay, upon demand, all costs associated with the preparation and registration of this Agreement, including but not limited to, any amendments thereto notwithstanding that such registration may have been solely at Lakeshore's instance.

### **Postponement and Subordination**

- 11.6 The Owner covenants and agrees, at its own expense, to obtain and register such documents from its mortgagees or encumbrancers as Lakeshore may deem necessary to postpone and subordinate their interest in the Subject Lands to Lakeshore's interests to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagees and/or other encumbrancers their interest in the Subject Lands.

### **Enforcement**

- 11.7 The Owner acknowledges that Lakeshore, in addition to any other remedy it may have, shall be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.
- 11.8 If the Owner fails in the performance of any of the terms and conditions of this Agreement, Lakeshore at its option, may, in addition to any other remedy it may have, refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with Lakeshore requirements and this Agreement, may have been entitled to receive. Lakeshore may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until Lakeshore is satisfied that any default in question shall have been remedied and, further, the Owner specifically agrees not to apply for any such permissions, certificates, approvals, building permits or authorities.
- 11.9 In the event that the Owner fails or neglects to perform any of its obligations under this Agreement, or fails or neglects to proceed with the construction of the Works within two year of the date of execution of this Agreement, or, having commenced the construction of the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being or have not been installed in the manner required by Lakeshore or, having completed installation of the Works, they do not function properly, in addition to any other remedy Lakeshore may have and upon Lakeshore giving seven days written notice by prepaid registered mail to the Owner, Lakeshore may, but need not, without further notice, stop any part of the work for any length of time until it is satisfied that the work will be proceeded with satisfactorily, or stop any part of the work by any contractor and require that another contractor be placed on the job to complete the work or enter upon the Subject Lands and proceed to supply all materials and do all necessary works in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Development Manual and may charge the cost of taking such actions, together with an administrative fee equaling 20% of the cost of taking such actions, to the Owner who shall forthwith pay the same to Lakeshore upon demand. If the Owner shall fail to pay Lakeshore's costs and administrative fee within fifteen (15) days of demand, the Lakeshore shall be at liberty to recoup its costs and administrative fee by realizing on the Performance Securities

deposited by the Owner without the consent of the Owner. It is understood and agreed between parties hereto that entry upon the Subject Lands for the purposes of this section shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by Lakeshore. The rights set forth herein are in addition to any other rights Lakeshore may have in pursuance of this Agreement at law or in equity.

#### **Time Limit for Completion**

11.10 If the Works are not completed within three (3) years from the date of execution of this agreement, Lakeshore may, at its option and on sixty (60) days' notice to the Owner, declare this agreement null and void and of no further effect and construction of the Works may not proceed thereafter unless a new subdivision agreement is entered into by the parties. The refund of any fees, levies or other charges paid by the Owner pursuant to this agreement shall be at Lakeshore's sole discretion.

#### **Other Applicable Laws**

11.11 Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body that may have jurisdiction over the Subject Lands.

#### **Interpretation of Agreement**

- 11.12 (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

#### **Waiver**

11.13 Lakeshore's failure at any time to require the Owner's performance of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall Lakeshore's waiver of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Lakeshore shall specifically retain its rights at law to enforce this Agreement.

#### **Lakeshore as Agent of Owner**

11.14 Any work done by Lakeshore for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by Lakeshore.

#### **Governing Law**

11.15 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

#### **Successors & Assigns**

11.16 It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Subject Lands.

**Recitals**

11.17 The parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.

**LIST OF SCHEDULES**

- 12.1 The following schedules are attached hereto and form part of this Agreement:
- SCHEDULE "A": Subject Lands
  - SCHEDULE "B": Plan of Subdivision
  - SCHEDULE "C": Specific Requirements
  - SCHEDULE "D": Summary of Required Financial Payments, Guarantees and Insurance
  - SCHEDULE "E": Required Conveyances

**IN WITNESS WHEREOF** the Parties hereto have, respectively, hereunto affixed their signatures or their corporate seals duly attested by the hands of their proper signing officers duly authorized in that behalf, as the case may be.

**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_

Name:

Witness as to the signatures of  
Raymond Joseph Tracey and  
Deborah Dalane Tracey

)

) \_\_\_\_\_

) Raymond Joseph Tracey

)

) \_\_\_\_\_

) Deborah Dalane Tracey

)

) **MUNICIPALITY OF LAKESHORE**

)

)

) per: \_\_\_\_\_

) Tom Bain, Mayor

)

) per: \_\_\_\_\_

) Kristen Newman, Corporate Leader - Strategic and  
Legal Affairs / Clerk

) We have authority to bind the Corporation

**SCHEDULE “A”**  
to a  
SUBDIVISION AGREEMENT dated September 28, 2021  
**B E T W E E N:**  
MUNICIPALITY OF LAKESHORE  
-and-  
RAYMOND JOSEPH TRACEY & DEBORAH DALANE TRACEY

**Subject Lands**

---

Part 1 of Plan 12R5649, Tilbury West; Lakeshore

PIN: 750610236

## Plan



**SCHEDULE “C”**  
to a  
SUBDIVISION AGREEMENT dated September 28, 2021  
**B E T W E E N:**  
MUNICIPALITY OF LAKESHORE  
-and-  
RAYMOND JOSEPH TRACEY & DEBORAH DALANE TRACEY

**Specific Requirements**

---

**Storm Water Management**

- C.1 The Owner shall implement and/or install all stormwater management measures identified in the report entitled “Stormwater Management Report, Tracey Residential Subdivision, Village of Comber, Ontario”, dated March 14, 2019, and prepared by Baird AE, to the satisfaction of Lakeshore and the Lower Thames Valley Conservation Authority.

The Owner agrees to prepare, grade, seed and/or landscape the lands surrounding storm water retention pond located on the lands legally described as Part 1 Reference Plan 27891.

**Parkland**

- C.2 Parkland requirements for this phase have been met by the previous conveyance of Block 51 on Registered Plan M-166. Furthermore the Developer agrees that said Block 51 shall be graded and seeded as part of this phase of development.

**Archaeological Report**

- C.3 The Owner shall provide documentation from the Ministry of Tourism, Culture and Sport that the archaeological reports completed by qualified archaeological consultants and contractors has been accepted into the Ontario Public Register of Archaeological Reports and that the site has no cultural value or interest.

**Subdivision Map**

- C.3 The Owner shall, to Lakeshore’s satisfaction, post, on all road frontages, a subdivision map that is colored and drawn to show the lotting pattern of the Plan, proposed land uses and adjacent land uses, external and internal roadways, pedestrian walkways and sidewalks, and all prominent natural features. The said subdivision map shall include a legend and an arrow indicating the north direction.

**No Driveway Access to County Road 46**

- C.4 The Owner acknowledges and agrees that there shall be no driveway access to County Road 46.

**Abandoned Wells**

- C.5 The Owner acknowledges that improperly constructed, maintained or abandoned oil, gas and water wells (“Wells”) present a safety risk to humans as well as a potential risk to pollute groundwater resources. The Owner represents and warrants that it has researched Oil, Gas and Salt Resources Library and the Ministry of the Environment and Climate Change Well Records (the “Records”) and has made itself aware of the presence of any Wells on the Lands. The Owner acknowledges that not all Wells are recorded or located accurately in the Records. The Owner further represents and warrants that is has:
- i. Systematically searched the lands for potential Well sites; and
  - ii. Taken all other necessary steps to ensure that there are no other Wells on the Lands and that any Well found has been or will be capped in accordance with the applicable legislation, regulations or guidelines, the proof of which shall be submitted to Lakeshore.

**Bell Canada**

- C.6 The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the Subject Lands, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.



**SCHEDULE “D”**  
to a  
SUBDIVISION AGREEMENT dated September 28, 2021  
B E T W E E N:  
MUNICIPALITY OF LAKESHORE  
-and-  
RAYMOND JOSEPH TRACEY & DEBORAH DALANE TRACEY

**Summary of Required Financial Payments, Guarantees and Insurance**

OBLIGATION	AMOUNT	METHOD*	DUE DATE
Performance Guarantee	50% of Value of Works (Servicing)	Letter of Credit	Prior to Construction
Tax Arrears	Outstanding Tax Amount	Certified Cheque / Bank Draft	Execution of Agreement
Dirt and Debris Deposit	\$5,000	Certified Cheque / Bank Draft	Prior to Construction
Lakeshore’s Costs Including Engineering, Planning, Legal Fees	As per Tariff of Fees By-law	Certified Cheque / Bank Draft	Due upon Demand
Tree Planting Cost	\$16,650.00	Certified Cheque / Bank Draft	Execution of Agreement
Cash-in-Lieu of Parkland	Satisfied by conveyance of as part of phase 1	N/A	Execution of Agreement
Maintenance Guarantee	25% of Value of Works	Letter of Credit	Acceptance of Services by Lakeshore
Insurance	\$5,000,000	Certificate of Insurance	Prior to Construction

\* Note: Payment may also be made by non-certified cheque however obligation will not be considered satisfied until clearance of non-certified cheque by financial institution.

**SCHEDULE "E"**

to a  
SUBDIVISION AGREEMENT dated September 28, 2021  
B E T W E E N:  
MUNICIPALITY OF LAKESHORE  
-and-  
RAYMOND JOSEPH TRACEY & DEBORAH DALANE TRACEY

**Required Conveyances**

---

Lands to be conveyed by the Owner to Lakeshore  
None

# **Municipality of Lakeshore**

## **By-law 78-2021**

### **Being a By-law to authorize the execution of a Subdivision Agreement pertaining to Lakeshore New Centre Estates Ltd. (Phase 3B)**

**Whereas** on April 8, 2019 the Owner received Draft Plan Approval (File# 37-T-18002) for a plan of subdivision prepared and certified by Roy Simone, O.L.S. dated April 11, 2018, showing one hundred eighty one (181) lots for single detached residential dwellings, four (4) blocks (183, 187, 190 and 201) for eight (8) semi-detached residential dwellings, thirty three (33) blocks (182, 184 to 186, 188, 189, 191 to 200 and 202 to 218) for ninety nine (99) townhouse residential dwellings, known locally as Lakeshore New Centre Estates Phase 3 (the “Development”);

**And whereas** this agreement applies only to Phase 3B of the Development as depicted on the Plan attached as Schedule B (the “Plan of Subdivision”) on lands legally described as Part of Lots 2 and 3 Lakeshore Range Between Belle River and Puce River in Lakeshore, and more particularly described on Schedule A to this by-law (the “Subject Lands”);

**And whereas** Phase 3B is a maximum of ninety-two (92) single detached residential dwellings.

**And whereas** the Conditions of the aforementioned Draft Plan Approval require that the Owner enter into this Agreement for the provision of services for the Plan of Subdivision and to satisfy all other Lakeshore requirements, financial and otherwise, related to the Plan of Subdivision;

**And whereas** pursuant to subsection 51 (26) of the *Planning Act*, R.S.O. 1990, c.P.13, municipalities may enter into such agreements;

**Now therefore be it resolved that the Council of the Municipality of Lakeshore enacts as follows:**

1. The Mayor and Clerk be authorized to execute a Subdivision Agreement with Lakeshore New Centre Estates Ltd. in connection with the Development Phase 3B, attached as Schedule A to this by-law;
2. This by-law shall come into force in accordance with Section 51 of the *Planning Act* R.S.O. 1990.

Read and passed in open session on September 28, 2021.

---

**Mayor  
Tom Bain**

---

**Clerk  
Kristen Newman**

Schedule “A”

to By-law 78-2020

(Lakesh

THIS AGREEMENT made this 28<sup>th</sup> day

BETWEEN:

- (a) "Agreement" means this subdivision agreement;
- (b) "Approval" means draft plan approval under the *Planning Act*;
- (c) "Development Manual" means Lakeshore's Development Manual published on its website, as may be amended from time to time;
- (d) "Engineer" means the Owner's consulting engineer who is hired and retained in accordance with Section 2.2 hereof;
- (e) "Final Approval" means approval for the final plan of subdivision under the Planning Act;
- (f) "*Planning Act*" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended or any successor statute;
- (g) "Works" means all services to be constructed pursuant to this Agreement that will ultimately be utilized by the general public and assumed by Lakeshore.

#### **Lands Affected**

- 1.2 This Agreement applies to the Subject Lands. The Owner warrants that it is the registered owner of the Subject Lands.

#### **Scope**

- 1.3 This Agreement shall define the obligations and duties of the Owner with respect to the development of the Subject Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to Lakeshore and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Owner related to the acceptance and assumption of the Works by Lakeshore.

### **GENERAL CONDITIONS**

#### **Cost of Works**

- 2.1 The Owner shall be solely responsible for the cost of the Works. Lakeshore shall not be required to pay any portion of any cost related to the Works unless otherwise expressly provided in this agreement or as expressly required by statute. In the event that Lakeshore incurs any expenses related to construction lien actions or otherwise respecting the construction of the Works, such expenses shall be reimbursed by the Owner forthwith upon demand.

#### **Consulting Engineer**

- 2.2 The Owner shall employ, at its sole expense, a Professional Engineer registered under the *Professional Engineers' Act* of Ontario (hereinafter called the "Engineer"). The Engineer, and any successor, must be acceptable to Lakeshore and shall carry out all necessary engineering requirements for the development of the Subject Lands in accordance with this Agreement and with the Development Manual. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to Lakeshore's satisfaction. The Owner's agreement with the Engineer shall include design, general supervision and/or resident supervision and shall provide that Lakeshore may inspect the construction, installation and

provision of the Works and shall have the power to stop any work or construction that, in Lakeshore's opinion, is being performed in a manner that may result in completed installations or construction that would not be satisfactory to Lakeshore. The Owner shall provide Lakeshore with a certificate from the Engineer certifying that the Works have been completed in accordance with this Agreement and the Development Manual prior to Lakeshore accepting the Works. Without limiting the generality of the foregoing, the Engineer shall:

- a) design and submit to Lakeshore for approval, engineering drawings for the Works;
- b) prepare any contracts necessary for the construction of the Works;
- c) forward of all documentation necessary to obtain from municipal, provincial and federal authorities all approvals required for the construction of the Works;
- d) submit to Lakeshore, prior to the commencement of any construction, a report showing existing elevations and the proposed method of drainage of the Subject Lands;
- e) arrange for all survey and layout work required for the construction of the Works;
- f) maintain, for his/her client's purposes, all records of construction for the Works;
- g) submit to Lakeshore all required record drawings of all details, elevations and drawings of the Works;
- h) be responsible for the coordination of all services required under this Agreement; and
- i) visit the site of the said works as requested by Lakeshore for any reasons related to the Works.

#### **Lakeshore's Review and Inspection**

- 2.3 Lakeshore, at its option, may retain a professional engineer in the Province of Ontario ("Reviewing Engineer") for the purpose of:

- a) reviewing all plans, specifications, engineering documents, contracts, records, details, elevations and other relevant information; and
- b) supervising and inspecting the installation of the Works.

The fees, expenses and charges of the Reviewing Engineer shall be payable by the Owner to Lakeshore upon demand. The Reviewing Engineer's charges with respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work.

#### **Contractor for Construction of Works**

- 2.4 The Owner covenants and agrees not to let any contract for the performance of any of the Works unless the contractor has first been approved by Lakeshore, which approval shall not be unreasonably withheld. The contract(s) shall provide that Lakeshore may inspect the construction of all Works and shall have authority to instruct the contractor(s) to stop work should Lakeshore be of the opinion that any construction is being undertaken contrary to the provisions of this Agreement or the Development Manual or that may result in the Works, or any part thereof, being unsatisfactory to Lakeshore.

#### **Approval of Plans**

- 2.5 Detailed plans and specifications for the Works shall be submitted to Lakeshore for final approval before any work is commenced. Lakeshore shall provide written confirmation that it is satisfied that the Works have been designed in accordance with the Approval and the Development Manual by placing its certificate on the plans and specifications. Plans submitted will be reviewed within a reasonable time. Lakeshore's approval of the plans and specifications

shall not absolve the Owner of responsibility for errors or omissions in the plans and specifications. Lakeshore shall not grant final approval of the plans and specifications until all Ministry of Environment, Conservation and Parks, ERCA and any other government approvals have been received.

#### **Prior to Commencement of Construction**

- 2.6 Unless the Owner has received Lakeshore's written consent to do so, no work shall be commenced until the designs for all the Works have been approved by Lakeshore. Any work undertaken by the Owner prior to this Agreement coming into force and Lakeshore providing the aforementioned written consent shall not be accepted by Lakeshore unless the Engineer has advised Lakeshore in writing that such work has been carried out in accordance with the this Agreement and the Development Manual and Lakeshore, and/or the Reviewing Engineer, are satisfied that such is the case. The Owner shall provide all the information and expose or reconstruct any portion of the Works that Lakeshore may in its absolute and sole discretion require.

#### **Installation**

- 2.7 The Works shall be constructed and/or installed in accordance with the plans and specifications approved pursuant to section 2.5, above, the Development Manual, this Agreement and all applicable law.

#### **Inspection of Work**

- 2.8 The Owner shall, at any time or times prior to the issuance of the Certificate of Completion, when required to do so by Lakeshore, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Works as may be necessary for Lakeshore to make adequate inspection and observation, and shall, as required, make good again, to the satisfaction of Lakeshore, any openings, excavations or disturbances of any property, real or personal, resulting there from. If, in the opinion of Lakeshore, any unacceptable work for which the Owner is responsible is found by such investigations, the cost of such investigations and such making good shall be borne by the Owner.

#### **Sewer Video Inspection Program**

- 2.9 The Owner covenants and agrees to:
- (a) undertake and pay for a sewer video inspection program for all new storm and sanitary sewers constructed as part of the Works. This inspection shall be undertaken by a qualified provider of this service that has been approved by Lakeshore's Division Leader of Engineering & Infrastructure Services prior to the video inspection being undertaken;
  - (b) provide Lakeshore with video and written reports in a format as specified by Lakeshore;
  - (c) carry out the video inspection:
    - i. after completion of the base coat of asphalt and prior to Acceptance of the applicable works by Lakeshore;
    - ii. prior to Assumption of the applicable works; and
    - iii. at any other time if required by Lakeshore's Division Leader of Engineering & Infrastructure Services.
  - (d) remove all silt and debris from storm and sanitary sewers prior to the video inspection taking place and to rectify any sewer deficiencies that may be outlined in the written report or as may be identified by Lakeshore during its review of the video.



### **Specifications and Materials**

- 2.10 All work or detail required for the completion of the Works shall adhere to the Development Manual.
- 2.11 In the event the Owner shall call for tenders for any of the Works, such tenders shall be called on the basis of the specific requirements prescribed under this Agreement and in accordance with the Development Manual and the Owner shall provide Lakeshore with a copy of the tender and an executed copy of the contract let to each successful tenderer for any such work.
- 2.12 All material to be incorporated into the Works shall be tested by Owner from time to time as may be required by Lakeshore and in accordance with the material testing requirements identified in the Development Manual.
- 2.13 The Owner shall employ the services of a certified material testing company qualified in the fields of concrete, compaction and asphalt testing to carry out the testing referred to in paragraph 2.12. Prior to the commencement of the installation of the Works, the Owner shall submit for Lakeshore's approval, the name of the proposed testing company and its recommended material testing program.

### **Right-of-Way Damage**

- 2.14 The Owner agrees to repair or reconstruct any services damaged in front of each individual building lot on the Subject Lands to Lakeshore's satisfaction. These include, but are not limited to, sewer cleanouts, curb and gutter, pavement, and manholes. Finalization of any building permit shall be contingent on compliance with this section.

### **Damage to Pavement**

- 2.15 The Owner covenants and agrees that any pavement or landscaped areas on the public right of way that are damaged during construction on the Subject Lands shall be restored by the Owner at its entire expense, and to Lakeshore's satisfaction. All driveway approaches that become redundant following the development of the Subject Lands shall be closed and this area restored to Lakeshore's satisfaction.

### **Dirt and Debris**

- 2.16 (a) The Owner further covenants and agrees to keep the public highways and other Lakeshore lands adjacent to the Subject Lands free from dirt and debris caused by the construction of the Works on the Subject Lands.
- (b) The Owner shall deposit, with Lakeshore, cash in the amount of \$5,000 as security for the Owner's compliance with section 2.16(a), above. Should the Owner fail to comply with the requirements of section 2.16(a), above, Lakeshore may take such actions as it may deem necessary to correct such non-compliance and shall be entitled to draw upon the aforementioned security to cover any costs so incurred. The aforementioned security, or any portion thereof left unused, shall be returned to the Owner upon expiry of the maintenance period as provided for in this Agreement.

### **Topsoil**

- 2.17 Any topsoil removed from the Subject Lands during grading operations shall be stockpiled on the Subject Lands in areas compatible for the reception of same and the Owner covenants and

agrees that it will not remove or permit any other person to remove such topsoil from the Subject Lands prior to the end of the maintenance period without Lakeshore's approval.

### **Specific Requirements**

- 2.18 The Owner agrees to fulfill all of the specific requirements contained in Schedule "C".

### **Taxes Etc.**

- 2.19 The Owner agrees that forthwith upon the execution of this agreement it shall commute all arrears of taxes, local improvement charges, and drainage assessments chargeable upon the Subject Lands.

### **Municipal Street Numbers**

- 2.20 The Owner shall request from Lakeshore allocation of municipal street numbers and hereby agrees to inform any purchaser of a serviced lot, from the Owner, of the correct municipal street number as so allocated. The Owner further covenants and agrees to inform, in writing, any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of a municipal street number as aforesaid.

### **School Board Issues**

- 2.21 The Owner agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"There may not be an elementary and/or secondary school available in the area and students may be bussed to the next available school. The present existence of such a school is not a guarantee of its future availability and bussing may be required due to future circumstances."

### **Canada Post Issues**

- 2.22 The Owner hereby acknowledges that Canada Post will be providing mail service by way of community mailboxes and agrees to include the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title, deed or lease of each lot:

"Canada Post will be providing mail service to these lands by way of a community mailbox. A notice concerning the location of the community mailbox serving your home will be posted at a prominent location within the development of which these lands are a part."

### **Development Charges**

- 2.23 The Owner hereby acknowledges that the Corporation has a valid by-law(s) pursuant to the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended, that applies to the Subject Lands. The Owner hereby agrees to pay the development charges imposed by Lakeshore's Development Charges By-law and to insert the following clause into all agreements of purchase and sale dealing with any portion of the Subject Lands and shall, upon request, provide Lakeshore with copies of any or all such agreements of purchase and sale:

NOTE: The Municipality of Lakeshore has passed a by-law under the *Development Charges Act, 1997* that applies to the Subject Lands and requires the calculation and payment of development charges at the time of building permit issuance. Lakeshore's development charges by-law is not registered on title

but may be viewed at the their offices located at 419 Notre Dame Street, Belle River, Ontario, during regular business hours or on line at [www.lakeshore.ca](http://www.lakeshore.ca).

### **Costs**

- 2.24 The Owner shall pay to Lakeshore all costs incurred by Lakeshore in connection with the Plan of Subdivision and/or the preparation and administration of this Agreement including, but not limited to, costs associated with engineering, planning and legal services. The Owner acknowledges that the application fee submitted by the Owner with its application for the approval of a Plan of Subdivision is a deposit to be applied against the aforementioned costs. Should the said deposit prove to be insufficient to cover the aforementioned costs the Owner agrees to provide such additional deposits, as may reasonably be required by Lakeshore, upon demand.

### **Applicable Laws**

- 2.25 (a) In constructing, installing or providing the Works, the Owner shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force. Without limiting the foregoing, the Owner agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulations, policies and guidelines relating thereto. The Owner further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- (b) The Owner shall do, cause to be done or refrain from doing any act or thing as directed by Lakeshore if at any time Lakeshore considers that any situation or condition is unsafe, damaging to the Environment, or contrary to the provisions of any applicable laws, above. If the Owner fails to comply with such direction, Lakeshore may take action to remedy the situation at the expense of the Owner and in this regard Lakeshore shall also be entitled to draw upon any security filed by the Owner under this Agreement in order to recover its costs incurred in this regard.
- 2.26 The Owner shall immediately advise Lakeshore and the Ministry of Environment, Conservation and Parks should waste materials or contaminants be discovered during the development of the Subject Lands. If waste materials or contaminants are discovered, the Owner shall obtain any necessary approval pursuant to the *Environmental Protection Act*, as amended from time to time, if required by the Minister of the Environment, Conservation and Parks.

### **SPECIFIC WORKS**

#### **Sewers**

- 3.1 The Owner agrees to construct a complete sanitary and storm sewer system or systems, including private sanitary and storm connections to the lot lines as well as catch basins, leads and sub-drains to service the Subject Lands and adjacent road allowances all according to the plans approved by the Lakeshore and in compliance with the Development Manual. No construction of the above-mentioned systems shall take place without the necessary approvals issued by the Ministry of Environment, Conservation and Parks.

- 3.2 Lakeshore agrees to allocate sanitary sewage treatment capacity for the Plan of Subdivision to a maximum of ninety-two (92) single detached residential dwellings. The Owner acknowledges and agrees that Lakeshore may, in its sole discretion, withdraw the aforementioned treatment capacity allocation and redirect it if the Owner fails to complete the Works, in accordance with the terms and conditions of this Agreement, within two years of the execution of this agreement.
- 3.3 That the Owner agrees that Lakeshore shall not be obligated to provide any additional sanitary treatment capacity at Denis St. Pierre Pollution Control Plant beyond Lakeshore New Centre Estates 3B, until such time as the plant expansion has been completed and additional treatment capacity is available. The Owner further acknowledges that in order to proceed with any future phases of Lakeshore New Centre Estates, that written confirmation shall be obtained from Lakeshore confirming that additional sanitary treatment capacity is available.

#### **Watermains**

- 3.4 The Owner agrees to construct a complete watermain system or systems, including hydrants and water service connections to the lot lines to service all lots on the Plan of Subdivision in accordance to designs approved by Lakeshore and in accordance with the Development Manual. No construction of the above-mentioned water mains shall take place without the necessary approvals from the Ministry of Environment, Conservation and Parks or, if Lakeshore is the approval authority, until Lakeshore has executed the Ministry of Environment, Conservation and Parks "Form 1 – Record of Watermains Authorized as a Future Expansion" completed and submitted by the Engineer.

#### **Conservation Authority Requirements**

- 3.5 If the Subject Lands are within an area regulated by the Essex Region Conservation Authority, the Owner agrees that no construction or placing of fill on the Subject Lands shall take place prior to obtaining a permit from the said Authority. The Owner shall flood proof the Subject Lands to a minimum elevation satisfactory to the Essex Region Conservation Authority. Specific details regarding the flood proofing required for the Subject Lands are contained in Schedule "C" attached hereto and forming part of this Agreement.

#### **Electrical Services & Utilities**

- 3.6 The Owner agrees to construct a complete electrical distribution system including transformers and services to the lots and a street lighting system all in accordance with the design approved by Lakeshore and by ELK or Hydro One, as the case may be. The installation shall include the necessary connections to the existing supply.
- 3.7 The Owner agrees to co-ordinate the underground installation of any telecommunications cables, hydro cable, gas mains and connections to and within the limits of the Subject Lands and to provide for easements with respect to such installations in accordance with terms, conditions, standards and specifications set out by the respective utility companies.
- 3.8 The Owner and its Engineer shall provide any information required by any utility company, including construction drawings and schedules, as well as lot and street locations in the field. Prior to the commencement of any construction, the Owner agrees to submit to Lakeshore a comprehensive schedule indicating the timing and co-ordination of all utility installations with the servicing for which the Owner is responsible.

### **Roadways, Curbs and Gutters**

- 3.9 The Owner agrees to construct all roads including concrete curbs and gutters, driveway approaches and the necessary drainage facilities as shown on the plans approved by Lakeshore and in accordance with the Development Manual.

### **Noise and Vibration**

- 3.10 The Owner agrees to provide at its expense, all noise and vibration attenuation measures as outlined in the Development Manual and in Schedule "C" attached hereto.

### **Drainage**

- 3.11 The Owner agrees to:
- (a) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into the Plan of Subdivision;
  - (b) maintain an inspection log that shall be made available for review by Lakeshore, the Ministry of Environment, Conservation and Parks and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectifications or replacements that were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by Lakeshore or until site construction conditions warrant cessation of the visits; and
  - (c) the stormwater management works associated with this plan shall all be certified as functional and must obtain statutory approval under the *Ontario Water Resources Act*, not the *Drainage Act*;
- 3.12 The Owner shall require any Contractors erecting buildings on the Subject Lands to block off any existing agricultural field tiles that could adversely affect any proposed construction.
- 3.13 The Owner further agrees that no natural watercourses shall be blocked, abandoned or otherwise altered during the course of construction on the Subject Lands unless approved by Lakeshore and the Essex Region Conservation Authority. No natural land drainage shall be cut off without adequate provision being made for its interception to Lakeshore's satisfaction.

### **Tree Planting**

- 3.14 The Owner agrees to provide Lakeshore with a deposit of \$450.00 per tree for the 92 trees required for the Plan of Subdivision for a total sum of \$41,400.00, which Lakeshore shall use towards the planting of trees in accordance with typical road cross sections. Lakeshore shall be responsible for planting the trees on the Subject Lands, once the said deposit has been provided and Lakeshore's tree planting tender for the year has been awarded. The Developer is responsible for payment of the tendered amount in excess of the deposit. In accordance with the Development Manual, the number of trees to be planted shall be determined as follows:
- (a) Single Family Residential Lots: 1-60mm caliper tree per lot;
  - (b) Semi-detached Residential Lots: 1-60mm caliper tree per unit; and
  - (c) Townhouse Residential Lots: 3-60mm caliper trees per 4 units.

### **Parkland Dedication**

- 3.15 The Owner agrees to provide cash on a per unit basis, in lieu of dedicating land to Lakeshore for parkland purposes, at the time of building permit issuance as set out in Schedules “C” and “E”.

#### **Boulevards**

- 3.16 The Owner agrees that all unpaved portions of the street allowances shall be fine graded to finished grade and to fill and rough grade the lots prior to the issuance of building permits.

#### **Temporary Access Road**

- 3.17 In the event a temporary access road is deemed necessary by Lakeshore for the orderly management of construction and/or to minimize the impact of construction traffic on public streets and neighbouring lands, Lakeshore shall determine the location of such temporary access road, taking into account the recommendations of the Owner, and the Owner shall provide, maintain and ultimately remove such temporary access road.

#### **Parking during Lot Servicing**

- 3.18 The Owner shall ensure that, for the duration of construction, all parking necessary for construction and trades during the servicing of the Plan of Subdivision shall be provided wholly on the Subject Lands and not on Public Streets outside of the limits of the Plan of Subdivision.

#### **Fire Protection**

- 3.19 The Owner shall maintain access routes for fire department vehicles to new buildings, construction trailers and material storage areas at all times during construction and shall ensure the availability of a water supply for firefighting purposes that is adequate, accessible and operational at all times.

### **REQUIRED CONVEYANCES**

- 4.1 The Owner shall, gratuitously and free of encumbrance, dedicate as public highways all road allowances shown on the Plan of Subdivision and shall name all such road allowances in a manner satisfactory to Lakeshore.
- 4.2 The Owner shall convey, without cost and free of all encumbrances, all 0.3 metre reserves shown on the Plan of Subdivision to Lakeshore.
- 4.3 The Owner agrees to sign local improvement petitions for and agrees not to oppose any municipal works proposed by Lakeshore to be constructed pursuant to the provisions of the *Municipal Act, 2001* and O.Reg. 586/06, both as amended.
- 4.4 The Owner shall convey to Lakeshore, or the appropriate authority without cost and free of encumbrance, any and all easements as may be required by Lakeshore, the applicable hydro authority, the applicable telecommunications, cable TV and internet service provider(s), any natural gas supplier and/or any other applicable utility provider. Such easements may be through, over or under the appropriate portion of the Subject Lands and may be required for drainage purposes, sewers, hydro, water mains, telephone, cable tv, internet access, natural gas or any other purpose as deemed necessary by Lakeshore. The Owner acknowledges all existing utility easements and agrees not to interfere with same. In the event that the development of the Plan requires relocation or revisions to existing utility easements or facilities, these shall be made at the option of the applicable utility provider, and at the expense of the Owner.

- 4.5 The Owner shall convey, without cost and free of all encumbrances, all blocks, shown on the Plan of Subdivision that contain, or will contain, the storm water management works.
- 4.6 The Owner agrees that all conveyances required by paragraphs 4.1, 4.2, 4.3, 4.4 and 4.5 shall be completed immediately upon the final approval and registration of the Plan of Subdivision.

#### **ACCEPTANCE OF WORKS**

- 5.1 The performance by the Owner of its obligations under this agreement to Lakeshore's satisfaction shall be a condition precedent to Lakeshore's acceptance of the Works.
- 5.2 Prior to Lakeshore's acceptance of the said Works, the Owner shall furnish Lakeshore with a statutory declaration to the effect that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the Works and that there are no outstanding claims relating thereto.
- 5.3 Inspection records, sewer video inspection results referred to in paragraph 2.9 and test results of the material testing company referred to in paragraph 2.12 and 2.13 shall be submitted by the Owner to Lakeshore in conjunction with the Certificate of the Engineer contemplated in paragraph 2.2 as a pre-condition to Lakeshore's acceptance the Works. The Owner further agrees to submit all information and reports reasonably required by Lakeshore to ensure that the Works have been installed in accordance with the Development Manual.
- 5.4 Within Forty-five (45) days after the completion of the Works, Lakeshore may accept the Works and Lakeshore shall thereupon permit such Works to be incorporated with the appropriate existing municipal services. The parties agree that Lakeshore shall be the sole determinant.
- 5.5 The acceptance of the Works shall not require Lakeshore to maintain or in any way be responsible for driveway approaches, private sewer connections or any other private services that may be installed in or on public lands.
- 5.6 The Owner agrees to provide Lakeshore with digital "as constructed" record information in a format suitable to Lakeshore as outlined in the Development Manual.
- 5.7 Following notification from the Owner that the Works, for which formal acceptance is requested, are complete, Lakeshore shall inspect the Works to determine whether they have been completed in a satisfactory fashion and shall review all financial requirements of this agreement to determine whether they have been met. If Lakeshore determines that the requirements of this Agreement have been met, Lakeshore agrees to forthwith furnish to the Owner written confirmation of its acceptance of the Works.
- 5.8 The Division Leader of Engineering & Infrastructure Services at their sole discretion may delay the final coat of asphalt to be placed, no later than five (5) years from the commencement date of the first maintenance period for base asphalt, curbs and underground infrastructure.

#### **MAINTENANCE PERIOD AND SECURITY**

- 6.1 The maintenance period shall run a minimum period of one (1) year following the date of the issuance of written confirmation of Lakeshore's acceptance of the Works but in no case shall the maintenance period expire before the final surface asphalt has been completed. During

this time the Owner shall be responsible for all materials, equipment and work necessary to maintain and/or repair the Works. Upon the issuance of the written confirmation of Lakeshore's acceptance of the Works, the Owner shall file with Lakeshore, an irrevocable letter of credit in a form acceptable to Lakeshore for 25% of the cost of the works as security for the Owner's obligations under this section.

- 6.2 Notwithstanding expiration of the maintenance period, the Owner shall not be relieved of correcting any defects or faults of which notice has been given to the Owner prior to the expiration of the said period.

#### **ASSUMPTION OF PLAN OF SUBDIVISION**

- 7.1 Within 30 days prior to the expiration of the maintenance period, the Engineer shall arrange for a field inspection to be conducted by Lakeshore, the contractor and the Engineer. The requirements of section 2.9, above shall have been complied with prior to this inspection.
- 7.2 Within 30 days following the expiration of the maintenance period contemplated by section 6.1 of this agreement, Lakeshore's Division Leader of Engineering and Infrastructure Services shall prepare a written report stating whether the Works were completed in a satisfactory fashion and remain in good working order. In addition, Lakeshore's Finance Department shall prepare a written report stating whether all financial requirements have been met. If the aforementioned reports state that the requirements of this Agreement have been satisfactorily met, Lakeshore's Divisional Leader of Engineering & Infrastructure Services shall recommend that Lakeshore Council pass a by-law assuming the Works.
- 7.3 The Owner agrees to provide all of the information and reports requested by Lakeshore that are reasonably necessary for the Divisional Leader of Engineering & Infrastructure Services to complete the report mentioned in section 7.2 above.
- 7.4 The Owner covenants and agrees that the Works shall vest in Lakeshore upon Lakeshore Council's passing of a by-law Assuming of the Works, and the Owner shall thereafter have no claims or rights to the Works other than those accruing to it as an owner of land abutting streets on which services have been installed. The Owner further agrees that Lakeshore shall not be obligated to return the maintenance security for Surface Asphalt & Sidewalk until Lakeshore Council passes the assumption by-law assuming the Works.

#### **INDEMNITIES AND INSURANCE**

- 8.1 The Owner shall indemnify and save Lakeshore harmless from and against all loss or damage, expense, claims, suits and liability on account of any and all damage to, or loss or destruction of, any property or injury to, or death of, any person arising directly or indirectly out of, or in connection with, the negligent performance or unlawful or non-performance of any obligation of the Owner under this agreement.
- 8.2 During the period of construction of the Works, the Owner shall maintain a policy of public liability and property insurance, in the amount of Five Million dollars (\$5,000,000.00) and containing endorsements showing Lakeshore as an additional named insured and having a cross-liability clause, in form satisfactory to Lakeshore. Before commencing construction of any of the Works, the Owner shall provide Lakeshore with a Certificate of Insurance.



- 8.3 The Owner agrees when paying contractors to hold back such sums as are provided by the *Construction Lien Act*, and to indemnify Lakeshore against any claims, actions or costs incurred by Lakeshore respecting Construction Liens or otherwise in connection with the Works. The Owner shall take the necessary action to immediately discharge any liens that arise with respect to the Works.

## **BUILDING PERMITS**

- 9.1 The Owner agrees:

- (a) not to apply for any building permit and that no building permit for any lot or block on the Subject Lands will be issued until Lakeshore has accepted the Works in accordance with the requirements of this Agreement;
- (b) that notwithstanding subsection 9.1(a) above, the Chief Building Official may issue permits for model homes. The maximum number of model home permits that may be issued is for the greater of either four dwellings or ten percent (rounded upward) of the total dwelling units in any particular phase of the Development as stated in the Development Manual provided:
  - i. the base coat of asphalt and curb has been installed, to the satisfaction of the Division Leader of Engineering & Infrastructure Services, in the road allowance in front of and abutting the lot for which the building permit is being sought;
  - ii. all works necessary to meet the Railway requirements have been installed if the model home is within 300 metres of a Railway right-of-way;
  - iii. there is no conflict between the activity that would result from the building permit being issued and the installation of various utilities;
  - iv. a surveyor's certificate has been received by Lakeshore pertaining to the lot for which the building permit is being sought;
  - v. it is clearly noted on the building permit that occupancy of the model home will not be permitted until Lakeshore has accepted the Works and that all Agreements to Purchase affecting the model home must contain a notice regarding this occupancy restriction until such time as Lakeshore has accepted the Works; and
  - vi. Lakeshore has received a letter received from the Engineer confirming support for the building permit issuance.

## **PERFORMANCE SECURITIES**

- 10.1 Prior to commencing any of the Works, the Owner shall provide Lakeshore with an irrevocable letter of credit as security for the Owner's performance of its obligations under this agreement. The said letter of credit shall be in a form acceptable to Lakeshore and shall be in an amount equal to 50 percent (50%) of the value of the said works as determined from the accepted tenders for the said works. If the owner is constructing the said works so that there shall be no tender then the Owner's Consulting Engineer shall provide an estimate of the value of the

Works that, subject to the Lakeshore's right to verify and approve the said estimate, shall be used to establish the amount of the securities.

- 10.2 If the Owner fails in the performance of the terms and conditions of this Agreement, Lakeshore shall be entitled to realize on the securities that have been deposited with respect to this Agreement in order to fulfil those terms and conditions in respect of which the Owner is in default.
- 10.3 No performance security will be released until the Owner has filed maintenance security in accordance with the Development Manual and this Agreement.

## **ADMINISTRATION**

### **Registration of Plan**

- 11.1 The Owner covenants and agrees to register the Plan of Subdivision as soon as possible upon receiving Final Approval.

### **Notices**

- 11.2 (a) If any notice is required to be given by Lakeshore to the Owner with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

Lakeshore New Centre Estates Ltd.  
Attn: Velma Meconi  
701 Old Tecumseh Road  
Belle River ON N0R 1A0

Facsimile: (519) 979-1759

or such other address or facsimile number of which the Owner has notified Lakeshore's Clerk, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

- (b) If any notice is required to be given by the Owner to Lakeshore with respect to this Agreement, such notice shall be mailed prepaid mail, personally delivered or sent by facsimile transmission to:

Municipality of Lakeshore  
Attention: Clerk  
419 Notre Dame,  
Belle River, ON N0R 1A0

Facsimile: (519) 728-9530

or such other address or facsimile number of which Lakeshore has notified the Owner, in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

### **Registration of Agreement**

- 11.3 The Parties hereby covenant and agree that this Agreement and any schedules attached hereto shall be registered upon title to the Subject Lands prior to the registration of the Plan of Subdivision. The Owner further agrees to pay, upon demand, all costs associated with the preparation and registration of this Agreement, including but not limited to, any amendments thereto notwithstanding that such registration may have been solely at Lakeshore's instance.

### **Postponement and Subordination**

- 11.4 The Owner covenants and agrees, at its own expense, to obtain and register such documents from its mortgagees or encumbrancers as Lakeshore may deem necessary to postpone and subordinate their interest in the Subject Lands to Lakeshore's interests to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the Mortgagees and/or other encumbrancers their interest in the Subject Lands.

#### **Enforcement**

- 11.5 The Owner acknowledges that Lakeshore, in addition to any other remedy it may have, shall be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.
- 11.6 If the Owner fails in the performance of any of the terms and conditions of this Agreement, Lakeshore at its option, may, in addition to any other remedy it may have, refuse to grant to the Owner any permissions, certificates, approvals, building permits or authorities of any kind or nature which the Owner, had the Owner otherwise complied with Lakeshore requirements and this Agreement, may have been entitled to receive. Lakeshore may continue to refuse to grant any permissions, certificates, approvals, building permits or authorities until Lakeshore is satisfied that any default in question shall have been remedied.
- 11.7 In the event that the Owner fails or neglects to perform any of its obligations under this Agreement, or fails or neglects to proceed with the construction of the Works within two year of the date of execution of this Agreement, or, having commenced the construction of the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being or have not been installed in the manner required by Lakeshore or, having completed installation of the Works, they do not function properly, in addition to any other remedy Lakeshore may have and upon Lakeshore giving seven days written notice by prepaid registered mail to the Owner, Lakeshore may, but need not, without further notice, stop any part of the work for any length of time until it is satisfied that the work will be proceeded with satisfactorily, or stop any part of the work by any contractor and require that another contractor be placed on the job to complete the work or enter upon the Subject Lands and proceed to supply all materials and do all necessary works in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the Development Manual and may charge the cost of taking such actions, together with an administrative fee equaling 20% of the cost of taking such actions, to the Owner who shall forthwith pay the same to Lakeshore upon demand. If the Owner shall fail to pay Lakeshore's costs and administrative fee within fifteen (15) days of demand, the Lakeshore shall be at liberty to recoup its costs and administrative fee by realizing on the Performance Securities deposited by the Owner without the consent of the Owner. It is understood and agreed between parties hereto that entry upon the Subject Lands for the purposes of this section shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the Works by Lakeshore. The rights set forth herein are in addition to any other rights Lakeshore may have in pursuance of this Agreement at law or in equity.

#### **Time Limit for Completion**

- 11.8 If the Works are not completed within three (3) years from the date of execution of this agreement, Lakeshore may, at its option and on sixty (60) days notice to the Owner, declare this agreement null and void and of no further effect and construction of the Works may not proceed thereafter unless a new subdivision agreement is entered into by the parties. The

refund of any fees, levies or other charges paid by the Owner pursuant to this agreement shall be at Lakeshore's sole discretion.

#### **Other Applicable Laws**

- 11.9 Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body that may have jurisdiction over the Subject Lands.

#### **Interpretation of Agreement**

- 11.10 (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

#### **Waiver**

- 11.11 Lakeshore's failure at any time to require the Owner's performance of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall Lakeshore's waiver of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Lakeshore shall specifically retain its rights at law to enforce this Agreement.

#### **Lakeshore as Agent of Owner**

- 11.12 Any work done by Lakeshore for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance shall be deemed to be done as agent for the Owner and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or facilities by Lakeshore.

#### **Governing Law**

- 11.13 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

**Successors & Assigns**

11.14 It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Owner herein contained shall run with the Subject Lands.

**Recitals**

11.15 The parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.

**List of Schedules**

- 12.1 The following schedules are attached hereto and form part of this Agreement:
- SCHEDULE "A": Subject Lands
  - SCHEDULE "B": Plan of Subdivision
  - SCHEDULE "C": Specific Requirements
  - SCHEDULE "D": Summary of Required Financial Payments, Guarantees and Insurance
  - SCHEDULE "E": Summary of Required Conveyances
  - SCHEDULE "F": Phasing Plan

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures or their corporate seals duly attested by the hands of their proper signing officers duly authorized in that behalf as the case may be.

SIGNED, SEALED AND DELIVERED

)  
)  
) **LAKESHORE NEW CENTRE ESTATES LTD.**  
)  
) per: \_\_\_\_\_  
) Velma Meconi, President  
) I have authority to bind the Corporation  
)  
)  
)  
) **MUNICIPALITY OF LAKESHORE**  
)  
) per: \_\_\_\_\_  
) Tom Bain, Mayor  
)  
) per: \_\_\_\_\_  
) Kristen Newman,  
) Corporate Leader - Strategic and Legal Affairs (Clerk)  
)  
) We have authority to bind the Corporation

**SCHEDULE “A”**

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

**Subject Lands**

---

LAKESHORE RANGE PT LOT 3 RP

12R20375 PT PART 5 RP

12R21170 PT PART 125

PIN: 750311454

PIN: 750311452

to a

SUBDIVISION AGREEMENT dated September 28, 2021

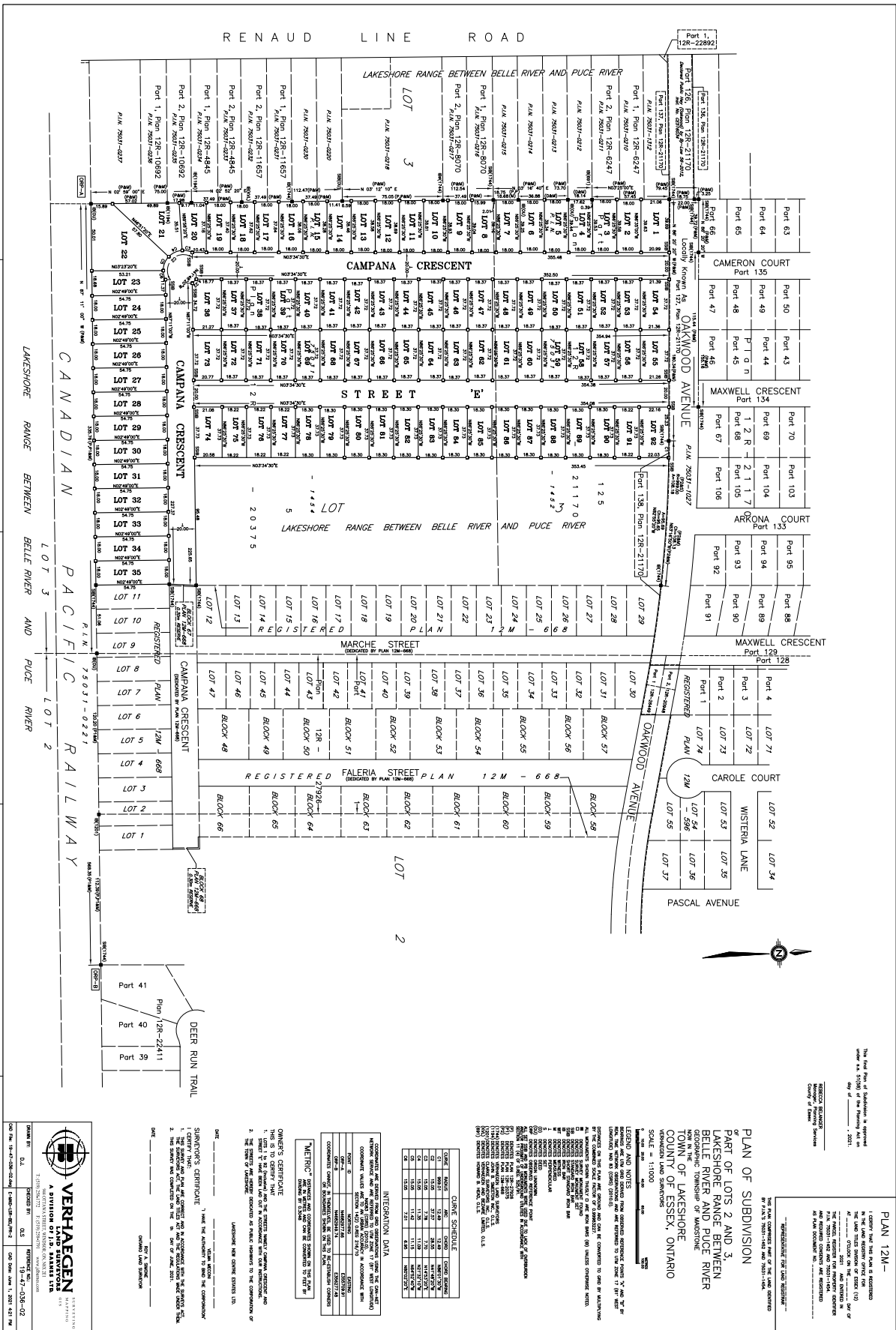
BETWEEN:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

## Plan of Subdivision



## **SCHEDULE “C”**

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

---

### **Specific Requirements**

---

#### **Storm Water Management**

- C.1 Th final stormwater management plan for the servicing of the Plan shall contain an engineering analysis that determines the effect of increased runoff due to the development of the Subject Lands and identifies the stormwater management measures as necessary to control any increases in flows in downstream water courses, up to and including the 1:100 year design storm, to the satisfaction of the Ministry of Environment, Conservation and Parks, the Essex Region Conservation Authority and Lakeshore.

The Owner agrees to implement the final stormwater management plan to the satisfaction of the Ministry of Environment, Conservation and Parks, the Essex Region Conservation Authority and Lakeshore.

- C.2 The Owner agrees to submit to Lakeshore for approval and, once approved implement a temporary drainage plan that ensures the drainage of surrounding lands and the Subject Lands are not adversely affected by impacted by storm water prior to final storm water measures being implemented.

#### **Grading**

- C.3 The owner agrees to topsoil, grade and seed all disrupted lands within the Plan of Subdivision, excluding building lots, to the satisfaction of Lakeshore, which includes, without limitation, the boulevard located on Oakwood Avenue and the noise berm.

#### **Phasing**

- C.4 The Development will be developed in four phases, Phases 3A, 3B, 3C and 3D as depicted in Schedule “F”, attached to this Agreement. This Agreement applies to Phase 3B only, as depicted in the draft M-Plan attached to this Agreement as schedule “B”. Subsequent phases shall require separate agreements before proceeding.

#### **Railway Noise Mitigation**

- C.5 The Owner agrees to mitigate railway noise impacts on the Development by complying with the conclusions, recommendations and commitments contained in the report entitled “Environmental Noise Assessment, Lakeshore New Centre Estates, Phase 3, Town of Lakeshore” prepared by Valcoustics Canada Ltd. dated September 13, 2006 and further updated in a memorandum entitled “Lakeshore New Centre Estates Phase 3 – Noise Review” dated January 24, 2019 prepared by Aecom Canada Ltd. Without limiting the generality of the foregoing, the Owner shall:
- construct and maintain a 1.83 metre high fence constructed of galvanized chain link on the Subject Lands along the common property line between the Subject Lands and the lands owned by the Canadian Pacific Railway;



- cause restrictive covenants to be placed on title to Lots 22 to 49, both inclusive, preventing future owners from tampering with or altering the noise attenuation berm in any manner that would adversely affect its noise attenuation function and requiring those owners to maintain the 1.83 metre high galvanized chain link fence at their expense;

For clarity, the Owner shall comply with this clause not only for the Subject Lands but for the entire Development as part of previous phase, Phase 3A, of the Development.

The Owner agrees that any proposed alteration to the existing drainage pattern affecting Canadian Pacific Railway property must receive prior written concurrence from the Railway and be substantiated by a drainage report to be reviewed by the Railway.

- C.6 The Owner agrees to place the following clause in all offers to purchase, agreements of sale and purchase or lease and in the title deed or lease for each dwelling on the Subject Lands:

“Warning: Canadian Pacific Railway Company (CPR) or its assigns or successors in interest has or have rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living Environment, of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CPR will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

### **(.3) Metre Reserve Conveyance**

- C.7 The Owner agrees that open ends and sides of all road allowances shall terminate in 0.30 metre reserves and to, gratuitously and free of encumbrance, convey all such 0.30 metre reserves to Lakeshore.

### **Sidewalks**

- C.8 The Owner agrees to construct sidewalks in the Development in compliance with the criteria contained in the Development Manual and to Lakeshore’s satisfaction. In accordance with section 5.2 of the Development Manual, the sidewalks shall be constructed at the same time as roads and underground services unless Lakeshore requests a delay in the construction of sidewalks based on the level of building activity and/or to allow for the consolidation of utility trenches as determined by Lakeshore’s Divisional Leader of Engineering & Infrastructure Services.

### **Subdivision Map**

- C.9 The Owner shall post a subdivision map along Oakwood Avenue at the limits of each phase or as determined by Lakeshore’s Divisional Leader of Engineering & Infrastructure Services. The subdivision map is to be colored and drawn to show the lot layout for the Plan of Subdivision as well as the proposed land uses and adjacent land uses, external and internal roadways, community mailbox locations, pedestrian walkways and sidewalks and all prominent natural features. The said subdivision map shall include a legend and an arrow indicating the north direction.

### **Environmental Impact Assessment**

- C.10 The Owner agrees to implement the recommendations contained in the Lakeshore NewCentre Estates Ecology Background Review prepared by AECOM Canada Ltd. dated October 30, 2017 to the satisfaction of Lakeshore and the Essex Region Conservation Authority. Further, as a pre-condition of Lakeshore accepting the Works pursuant to Section 5.7, the Owner shall prepare and submit a post-construction report from the appropriate qualified professional certifying that the mitigations measures and recommendations contained in the aforementioned Ecological Background Review has been fully implemented.

### **Construction Management**

- C.11 The Owner agrees to submit, prior to the commencement of the construction of services, a construction management plan addressing, among other things, site access, construction traffic, parking for construction trades, material delivery and storage, staging, mud, dust and noise controls, for Lakeshore's approval and to implement the measures contained in such approved plan.

### **Fencing**

- C.12 The Owner agrees to submit detailed plans with the required engineering submission and/or landscape submission that includes, but is not necessarily limited to, the location of all fencing for all lots in the Development immediately adjacent to Oakwood Avenue, more specifically lots 1, 54, 55 and 92. All fencing will be on private lands and be completed in accordance to with approved plans and the Development Manual.

### **Landscape Plan**

- C.13 The Owner agrees to submit a landscape plan for the Development prepared by a qualified professional for the boulevard on the south side of Oakwood Avenue fronting the Development. The landscape plan shall show the proposed multi-use pathway, any streetscape improvements.

**SCHEDULE “D”**

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

**Summary of Required Financial Payments, Guarantees and Insurance**

OBLIGATION	AMOUNT	METHOD	DUE DATE
Performance Guarantee	50% of Value of Works	Letter of Credit	Prior to start of Construction
Tax Arrears	Outstanding Tax Amount	Certified Cheque / Bank Draft	Execution of Agreement
Dirt and Debris Deposit	\$5,000	Certified Cheque / Bank Draft	Prior to start of Construction
Lakeshore's Costs Including, Engineering, Planning, Legal Fees	As Per Tariff of Fees By-law	Certified Cheque / Bank Draft	Due upon Demand
Tree Planting Cost	Phase 3B \$41,400.00	Certified Cheque / Bank Draft	Prior to commencing construction
Cash-in-Lieu of Parkland	\$1,200.00 per unit	Certified Cheque / Bank Draft	Time of Building Permit
Maintenance Guarantee	25% of Value of Works	Letter of Credit	Acceptance of Services by Lakeshore
Insurance	\$5,000,000	Certificate of Insurance	Prior to start of Construction

\* Note: Payment may also be made by non-certified cheque however obligation will not be considered satisfied until clearance of non-certified cheque by financial institution.

**SCHEDULE “E”**

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

**Summary of Required Conveyances**

---

Lands to be Conveyed:

0.3m strip at the east end of Campana Crescent at the border of Phase 3D.

Easements to be Conveyed: None.

SCHEDULE “F”

to a

SUBDIVISION AGREEMENT dated September 28, 2021

B E T W E E N:

MUNICIPALITY OF LAKESHORE

-and-

LAKESHORE NEW CENTRE ESTATES LTD.

Proposed Phasing Plan for Overall Development



## **Municipality of Lakeshore**

### **By-law 79-2021**

#### **Being a By-law to Deem Certain Lots to no Longer be Registered Lots on a Plan of Subdivision**

**Whereas** authority is given to Council by subsection 50(4) of the *Planning Act*, R.S.O. 1990, c. P.13 to pass by-laws to deem any plan of subdivision or part thereof that has been registered for eight years or more not to be a plan of subdivision for the purposes of subdivision control;

**And whereas** Registered Plan 1568 was registered more than eight years ago;

**And whereas** the owners of the affected property have agreed to the lot being deemed not to be a lot within a registered plan of subdivision for the purposes of subdivision control;

**Now therefore the Council of the Municipality of Lakeshore enacts as follows:**

1. Lot 1 on Registered Plan 1568, identified on Schedule A to this by-law, is deemed not to be a lot within a registered plan of subdivision for the purpose of subsection 50(3) of the *Planning Act*, R.S.O. 1990, c. P.13.
2. This by-law shall come into force in accordance with Section 50 of the *Planning Act* R.S.O. 1990.

Read and passed in open session on September 28, 2021.

---

**Mayor  
Tom Bain**

---

**Clerk  
Kristen Newman**



**Municipality of Lakeshore**

**By-law 82-2021**

**Being a By-law to Confirm the Proceedings of the  
Council of the Municipality of Lakeshore.**

**Whereas**, in accordance with the *Municipal Act 2001*, S.O. 2001, c. 25, municipalities are given powers and duties in accordance with this Act and many other Acts for purposes which include providing the services and other things that a municipality considers are necessary or desirable for the municipality;

**And Whereas**, in accordance with said Act, the powers of a municipality shall be exercised by its Council;

**And Whereas**, municipal powers, including a municipality’s capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**And Whereas** it is deemed expedient that the proceedings of the Council of the Municipality of Lakeshore at these sessions be confirmed and adopted by By-law.

**Now therefore the Council of the Municipality of Lakeshore enacts as follows:**

1. The actions of the Council of the Municipality of Lakeshore in respect of all recommendations in reports of Committees, all motions and resolutions and all other actions passed and taken by the Council of the Municipality of Lakeshore, documents and transactions entered into during the September 14<sup>th</sup> & September 16<sup>th</sup> 2021 sessions of Council be adopted and confirmed as if the same were expressly embodied in this By-law.
2. The Mayor or the Deputy Mayor together with the Clerk are authorized and directed to execute all documents necessary to the action taken by this Council as described in paragraph 1 of this By-law and to affix the Seal of the Municipality of Lakeshore to all documents referred to in said paragraph 1 above.

**Read and passed in an open session on September 22<sup>nd</sup> 2021.**

\_\_\_\_\_  
**Mayor  
Tom Bain**

\_\_\_\_\_  
**Kristen Newman  
Clerk**

/cl



# **Municipality of Lakeshore**

## **By-law 83-2021**

### **Being a By-law to Adopt an Employee COVID-19 Vaccination Policy for the Municipality of Lakeshore**

**Whereas** section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality has the authority to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** the Council of the Municipality of Lakeshore passed a resolution directing the Clerk read a by-law to adopt an Employee COVID-19 Vaccination Policy for the Municipality of Lakeshore, as recommended by the Chief Administrative Officer at the September 28, 2021 Council meeting;

**Now therefore the Council of the Municipality of Lakeshore enacts as follows:**

1. Schedule "A" to this By-Law is adopted and shall be referred to as the "Employee COVID-19 Vaccination Policy".
2. This By-law comes into force and effect upon passage.

Read and passed in open session on September 28, 2021.

---

**Mayor  
Tom Bain**

---

**Clerk  
Kristen Newman**



# Employee COVID-19 Vaccination Policy

Policy # [C or A] - [DI] - XXXXXX

Date Last Reviewed:

## 1.0 Purpose and Scope

- 1.1 The Municipality of Lakeshore is committed to taking every reasonable precaution in the circumstances for the protection of the health and safety of workers from the hazard of COVID-19 as required by the Occupational Health and Safety Act (OHSA).
- 1.2 Vaccination in accordance with federal and provincial directives has been shown to be effective in reducing COVID-19 virus transmission and protecting unvaccinated individuals from severe consequences of COVID-19 and COVID-19 variants. Therefore, it is critical for employees to be vaccinated in order to protect themselves from COVID-19 as well as to provide indirect protection to others during service delivery.
- 1.3 The Municipality is committed to a workplace free from discrimination and harassment. The Municipality will accommodate employees qualifying for medical exemption or who qualify based on one or more of the protected grounds of discrimination in the Human Rights Code up to the point of undue hardship.
- 1.4 This policy applies to all Municipal employees including those employed on a permanent, part-time or contract basis (for example contracted by the Municipality directly or those employed by an employment agency), co-op and placement students whether in receipt of compensation or salary or not, volunteers.
- 1.5 Where employees are subject to an Ontario provincial directive with respect to COVID-19 vaccination that is more strict than this policy, an employee vaccination policy for those employees will be established in accordance with such directive and that specific policy will prevail over this policy. In addition, where an employee's departmental COVID-19 vaccination policy is more stringent than this policy, such departmental policy will prevail over this policy.

## 2.0 Definitions

- 2.1 **COVID-19:** coronavirus disease is an infectious disease caused by the SARS-CoV-2 virus and includes variants of this disease.



# Employee COVID-19 Vaccination Policy

Policy # [C or A] - [DI] - XXXXXX

Date Last Reviewed:

- 2.2 Fully Vaccinated and Full Vaccination:** means 14 days after having received the completed series of an accepted COVID-19 vaccine as recommended by Chief Medical Officer of Health for the Province of Ontario. In the event that a Government of Canada or Province of Ontario health official recommends an additional vaccine dose (or booster), such dose shall be required to be considered Fully Vaccinated.
- 2.3 Lab-Based Test:** This a polymerase chain reaction (PCR) test taken through a medical laboratory that detects SARS-CoV-2 genetic material and is used to diagnose an active COVID-19 infection.
- 2.4 Medical Exemption:** This is a situation in which an employee has provided written proof in a form satisfactory to the Municipality from an appropriately qualified physician or nurse practitioner of a medical reason for not being Fully Vaccinated.
- 2.5 Protected Ground Exemption:** This is a situation in which an employee has provided written proof in a form satisfactory to the Municipality of a valid exemption from the requirement to be Fully Vaccinated based on a protected ground under the *Human Rights Code*.
- 2.6 Rapid Antigen Test:** This is a COVID-19 test administered using a nasal swab to identify positive cases in asymptomatic individuals. This test safely yields a result within 15 minutes.
- 2.7 Workplace:** Any location that a Municipal employee performs tasks, jobs or projects for the Municipality, but does not include a person's home if working remotely.
- 2.8 Vaccine:** a preparation that is administered (as by injection) to stimulate the body's immune response against a specific infectious agent or disease. A vaccine approved by Health Canada for use in Canada in relation to COVID-19.



# Employee COVID-19 Vaccination Policy

Policy # [C or A] - [DI] - XXXXXX

Date Last Reviewed:

## 3.0 Policy

- 3.1 Subject to 3.2, all employees are required to become Fully Vaccinated by December 1, 2021.
- 3.2 The Municipality respects its obligations pursuant to the Human Rights Code and Occupational Health and Safety Act. As such, to ensure the health and safety of its employees, the Municipality will accommodate those employees that are not able to be Fully Vaccinated for a reason relating to a Medical Exemption or Protected Ground. Employees seeking any such exemption shall provide valid written proof of evidence as required by the Municipality COVID-19 Employee Vaccination Policy.
- 3.3 An Employee that has been granted an exemption or is awaiting a decision with respect to an Exemption must participate in rapid antigen testing twice per week which shall be performed at the cost of the Municipality.
- 3.4 The Municipality will maintain the confidentiality of an employee's vaccination status confidential and the collection of personal health information will be limited to:
  - 3.4.1 Rapid Antigen Test results;
  - 3.4.2 Lab-based Test Results;
  - 3.4.3 Proof of Exemption;
  - 3.4.4 Ministry of Health Dose Administration Receipts or other Provincially-sanctioned proof of vaccination; and
  - 3.4.5 Personnel records associated with vaccination, where necessary.
  - 3.4.6 The personal health information collected in accordance with this policy may be used for the purpose of administering this policy. The



# Employee COVID-19 Vaccination Policy

Policy # [C or A] - [DI] - XXXXXX

Date Last Reviewed:

personal health information may be disclosed only for the purpose of this purpose or for otherwise permitted in accordance with applicable law.

**3.4.7** Notwithstanding an Employee having received a vaccine or Exemption, all Employees shall continue to comply with COVID-19 preventative measures including COVID-19 screening, donning a mask, maintaining a physical distance and the use of barriers where possible.

## **4.0 Responsibilities**

**4.1** Workforce Development and all levels of Leadership are responsible for the administration of this policy in accordance with applicable law.

**4.2** All employees are responsible for compliance with this policy, and shall comply with all applicable legal obligations in doing so, including with respect to public health measures such as physical distancing, wearing a mask, and staying home if they are sick.

## **5.0 Consequences**

**5.1** After December 1, 2021, no employee will be permitted to attend a municipal workplace unless:

**5.1.1** the employee is Fully Vaccinated and has provided proof of vaccination to the Municipality; or

**5.1.2** The employee has been granted an exemption by the Municipality and has complied with Municipal testing requirements; or

**5.1.3** The employee has submitted the employee's request for an Exemption and awaiting a decision from the Municipality with respect to the request and has complied with Municipal testing requirements.

**5.2** Employees who refuse to disclose their vaccination status in accordance with this policy may be subject to certain health and safety measures, including without limitation, remote work, restricting access to the



# Employee COVID-19 Vaccination Policy

Policy # [C or A] - [DI] - XXXXXX

Date Last Reviewed:

workplace, placing the individual on an unpaid leave of absence, and/or modifying or terminating their contract of employment.

- 5.3** Employees failing to follow this policy may be subject to disciplinary action up to and including termination of employment.

## 1.0 Reference Documents

**1.1** Occupational Health and Safety Act

**1.2** Human Rights Code

## 2.0 Communication and Training

**2.1** All employees will be notified of this policy through email or employees meetings.

## 3.0 Review/Revisions

**3.1** The Municipality will review this policy and update it as required and as reasonable in the evolving nature of the pandemic, vaccine availability and government and public health authority direction.

#	Date Revised	Author	Section	Details of Change
1	Sept 2021			New policy
2				
3				
4				

Refer policy questions to: Workforce Development

# **Municipality of Lakeshore**

## **By-law 84-2021**

### **Being a By-law to Authorize the Mayor and Clerk to Execute the COVID-19 Resilience Infrastructure Stream Transfer Payment Agreement**

**Whereas** Section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25 authorizes Council to delegate its power and duties;

**And whereas** it is deemed necessary to delegate authority to execute the COVID-19 Resilience Infrastructure Stream transfer payment agreement as recommended by the Division Leader – Financial Analysis & Planning at the September 28, 2021 Council meeting;

**Now therefore the Council of the Municipality of Lakeshore enacts as follows:**

1. The Mayor and the Clerk are delegated the authority to execute an agreement with the Ontario Minister of Infrastructure with form and content approved by the Corporate Leader – Strategic & Legal Affairs and the Division Leader – Financial Analysis & Planning.
2. The delegated authority described in Section 1 includes the authority to execute any related amendments or agreements in furtherance of this agreement.
3. The delegation in this by-law is subject to any restrictions on such delegation under the *Municipal Act, 2001*, S.O. 2001, c.25 or any other Act.
4. This By-law comes into force and effect upon passage.

Read and passed in open session on September 28, 2021.

---

**Mayor  
Tom Bain**

---

**Clerk  
Kristen Newman**