



AGENDA

COUNTY OF OXFORD

COUNCIL MEETING

WEDNESDAY, JANUARY 8, 2014 9:30 A.M.

COUNCIL CHAMBER, OXFORD COUNTY ADMINISTRATION BUILDING, WOODSTOCK

MEETING #1

- 1. CALL TO ORDER Time _____
- 2. APPROVAL OF AGENDA
- 3. DISCLOSURES OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF
- 4. ADOPTION OF COUNCIL MINUTES OF PREVIOUS MEETING
[December 11 2013](#)
- 5. PUBLIC MEETINGS
- 6. DELEGATIONS AND PRESENTATIONS
- 7. CONSIDERATION OF DELEGATIONS AND PRESENTATIONS
- 8. CONSIDERATION OF CORRESPONDENCE
- 9. REPORTS FROM DEPARTMENTS

HUMAN SERVICES

[HS 2014-01](#)

Re: Tillsonburg Little School Service Contract

Recommendations

- 1. That Council authorize execution of a Service Contract with Tillsonburg Little School for the provision of child care services as outlined in Report HS 2014-01;
- 2. And further, that the Chief Administrative Officer and the Director of Human Services be authorized to execute all necessary documents related thereto.

PUBLIC WORKS

[PW 2014-01](#)

Re: Transfer of Properties from the Township of South-West Oxford for Water Supply Purposes

Recommendation

1. That a by-law be raised to authorize the CAO to sign all documents to complete the transfer of the following properties from the Township of South-West Oxford:
 - a) Part of "Block A", Plan 811, 0.25 ha
 - b) Pt Lt 14, Con 7, 0.07 ha plus 420 m2 easement
 - c) Pt Lt 21, Con 11, 0.02 ha

[PW 2014-02](#)

Re: Amendment to the Municipal Hazardous or Special Waste (MHSW) Services Agreement

Recommendations

1. That Council approve an Amending Agreement for the July 1, 2011 Municipal Hazardous or Special Waste (MHSW) Services Agreement with Stewardship Ontario for continued funding for Phase 1 Program materials:
2. And further, that the Chief Administrative Officer be authorized to execute all documents related thereto.

CORPORATE SERVICES

[CS 2014-03](#)

Re: Municipal Capital Facilities Agreement – Tavistock Library

Recommendations

1. That By-law No. [5535-2014](#), being a by-law to exempt from taxation for municipal and school board purposes certain lands owned by David Piggott and Kimberley Piggott on which Municipal Capital Facilities are located, namely a public library operated by Oxford County as the Oxford County Library - Tavistock Branch;
2. And further, that By-law No. 5535-2014, authorizes a tax rebate for 100% of municipal and school board purposes for the property municipally know as 40 Woodstock Street South, Tavistock, pursuant to subsection 361(4) of the Municipal Act, 2001, as amended, for the taxation years 2011, 2012 and 2013 billed in 2013;
3. And further, that the lease agreement authorized by Council under By-law No. 5125-2009, dated November 25, 2009, with David and Kimberley Piggott, be hereby affirmed as a Municipal Capital Facilities Agreement and form part of By-law No. 5535-2014 as Schedule "A".

[CS 2014-02](#)

Re: Trust Fund Retirements

Recommendation

1. That County Council hereby authorizes the Treasurer to retire the following inactive trust funds:
 - County Tree Memorial;
 - County Agreement Forest Trust; and
 - POA Bail.

[CS 2014-01](#)

Re: 2014 Interim Tax Levy By-law

Recommendation

1. That By-law No. [5534-2014](#), being a by-law to provide for an interim tax levy for purposes of the County of Oxford for the 2014 fiscal year, be presented to Council for enactment.

COMMUNITY AND STRATEGIC PLANNING

[CASPO 2014-01](#)

Re: Land Use Planning and Appeal System and Development Charges Consultation (EBR Registry Number: 012-0241)

Recommendations

1. That Report CASPO 2014-01 be received as information;
2. And further, that the commentary section of the report be forwarded to the Ministry of Municipal Affairs and Housing as the County of Oxford's response to the Provincial Land Use Planning and Appeal System and Development Charges Consultation processes.

CAO/CLERK

[CAO 2014-01](#)

Re: Delegation Request to the Minister of Municipal Affairs and Housing

Recommendation

1. That Council authorize the submission of a request to delegate the Minister of Municipal Affairs and Housing at the February 2014 OGRA/ROMA Conference as outlined in Report CAO 2014-01.

[CAO 2014-02](#)

Re: 2014 "Services That Work" Ad Hoc Committee

Recommendations

1. That Council establish a 2014 "Services That Work" Ad Hoc Committee, comprised of up to 5 Members of Council, with a mandate to provide Council oversight of the 2014 Service Delivery Review;
2. And further, that Deputy Warden Lupton and Councillors Lessif, Mayberry, Comiskey and Sobeski be appointed to the Services That Work Ad Hoc Committee.

10. UNFINISHED BUSINESS

Pending Items

12. NOTICE OF MOTIONS

13. NEW BUSINESS/ENQUIRIES/COMMENTS

14. CLOSED SESSION (Room 129 - OCAB)

15. CONSIDERATION OF MATTERS ARISING FROM THE CLOSED SESSION

16. BY-LAWS

[BY-LAW NO. 5534-2014](#)

Being a By-law to establish an Interim Levy for the year 2014.

[BY-LAW NO. 5535-2014](#)

Being a By-law to authorize the County to enter into agreement(s) for the provision of Municipal Capital Facilities on lands owned by David Piggott and Kimberley Piggott at 40 Woodstock Street South, Tavistock, for a public library operated by the County of Oxford as the Oxford County Library - Tavistock Branch.

[BY-LAW NO. 5536-2014](#)

Being a By-law to amend By-law No. 5370-2012, being a By-law to remove certain lands from Part Lot Control.

[BY-LAW NO. 5537-2014](#)

Being a By-law to confirm the appointment of Councillor Margaret E. Lupton as the acting head of council, designated as Deputy Warden, of the Council of the County of Oxford.

[BY-LAW NO. 5538-2014](#)

Being a By-law to authorize the Chief Administrative Officer to execute all documents necessary to effect the purchase of lands required for the County Road 8 reconstruction project.

[BY-LAW NO. 5539-2014](#)

Being a By-law to authorize the Chief Administrative Officer to execute all documents necessary to effect the purchase of lands required for the County Road 20 (North Street, Tillsonburg) reconstruction project.

[BY-LAW NO. 5540-2014](#)

Being a By-law to confirm all actions and proceedings of the Council of the County of Oxford at its meeting held on January 8, 2014.

17. ADJOURNMENT

Time _____

NOTE: The Woodingford Lodge Service Review Ad Hoc Committee will meet in Room 129 following the Council meeting

MINUTES
OF THE
COUNCIL OF THE
COUNTY OF OXFORD

County Council Chamber
Woodstock
December 11, 2013

MEETING #24

Oxford County Council meets in regular session this eleventh day of December, in the Council Chamber, County Administration Building, Woodstock.

1. CALL TO ORDER:

9:31 a.m., with Warden McKay in the chair.

All members of Council present.

Staff Present: P. M. Crockett, Chief Administrative Officer
L. Beath, Director of Public Health and Emergency Services
P. D. Beaton, Director of Human Services
L. S. Buchner, Director of Corporate Services
C. Fransen, Director of Woodingford Lodge
G. K. Hough, Director of Community and Strategic Planning
A. Smith, Director of Human Resources
R. G. Walton, Director of Public Works
B. J. Tabor, Clerk

Warden McKay allows an opportunity for Council members to introduce themselves and their municipalities to the public at this first meeting broadcast by Rogers TV. He then allows an opportunity for Council members to provide good news updates from their area municipalities.

2. APPROVAL OF AGENDA:

RESOLUTION NO. 1:

Moved by: David Mayberry
Seconded by: Sandra Talbot

That the Agenda be approved as amended by replacing By-law No. 5523-2013 with an updated version with changes provided by the Director of Corporate Services.

DISPOSITION: Motion Carried

3. DISCLOSURES OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF:

Councillor Tait, being an employee of Cowan Insurance Group, discloses a pecuniary interest and does not take part in the discussion or voting on:

CS 2013-44

ELECTION OF A MEMBER OF COUNCIL TO ACT IN THE PLACE OF THE WARDEN:

Warden McKay indicates to Council that it is now appropriate to proceed with the election of a member of Council to act in the place of the Warden for a one year term as was determined by Council at its Inaugural meeting held on December 7, 2010.

RESOLUTION NO. 2:

Moved by: David Mayberry
Seconded by: Sandra Talbot

That we proceed to elect a member of Council to act in the place of the Warden in accordance with Section 5 of By-law No. 4878-2007 as amended by By-laws No. 5208-2010 and No. 5367-2012.

DISPOSITION: Motion Carried

Warden McKay calls for nominations for the position to act in the place of the Warden.

RESOLUTION NO. 3:

Moved by: John Lessif
Seconded by: David Mayberry

That Margaret Lupton be nominated for the position to act in the place of the Warden for Oxford County for the term 2014.

Warden McKay calls for further nominations. None are forthcoming.

RESOLUTION NO. 4:

Moved by: David Mayberry
Seconded by: Sandra Talbot

That the nominations for the position to act in the place of the Warden be closed.

DISPOSITION: Motion Carried

Councillor Lupton is declared the member to act in the place of the Warden for the term 2014. She will take the Declaration of Office before the Clerk following the meeting.

4. ADOPTION OF COUNCIL MINUTES OF PREVIOUS MEETING:

Council Minutes of November 27, 2013 and December 2, 2013.

RESOLUTION NO. 5:

Moved by: Patrick Sobeski
Seconded by: Deborah Tait

That the Council Minutes of the November 27, 2013 regular meeting and the December 2, 2013 Budget meeting be adopted.

DISPOSITION: Motion Carried

5. PUBLIC MEETINGS:

RESOLUTION NO. 6:

Moved by: Patrick Sobeski
Seconded by: Deborah Tait

That Council rise and go into a public meeting pursuant to Section 17(15) of the Planning Act, R.S.O. 1990, as amended, to consider an application for Official Plan Amendment for Application No. OP 13-08-3, and that the Warden chair the public meeting.

DISPOSITION: Motion Carried (9:55 a.m.)

1. Application for Official Plan Amendment
Hwy 59 South Properties Inc. - OP 13-08-3
to permit a site specific development policy to facilitate the severance of
an agricultural industrial use from the larger farm holding
subject lands are described as Part Lots 17 & 18, Concession 3 (East Oxford),
Township of Norwich, located on the east side of County Road 59 between Old
Stage Road and Patullo Avenue

The Chair asks G. Hough, Director of Community and Strategic Planning, to come forward to present the application. G. Hough summarizes Official Plan Amendment Application OP 13-08-3 as is contained in Report No. CASPO 2013-306.

The Chair opens the meeting to questions from members of Council. There are none.

The Chair asks if anyone on behalf of the applicant wishes to speak.

David Roe, Civic Planning Solutions Inc., speaks from the gallery on behalf of the applicant stating they have nothing further to add to that which is covered in the Report.

The Chair asks if there are any members of the public wishing to speak. No one indicates such intent.

RESOLUTION NO. 7:

Moved by: Patrick Sobeski
Seconded by: Deborah Tait

That Council adjourn the public meeting and reconvene as Oxford County Council with the Warden in the chair.

DISPOSITION: Motion Carried (9:58 a.m.)

CASPO 2013-306
Re: Application for Official Plan Amendment
OP 13-08-3: Hwy 59 South Properties Inc.

RESOLUTION NO. 8:

Moved by: Deborah Tait
Seconded by: Patrick Sobeski

That the recommendations contained in Report No. CASPO 2013-306, titled "Application for Official Plan Amendment - OP 13-08-3: Hwy 59 South Properties Inc.", be adopted.

DISPOSITION: Motion Carried

Recommendations Contained in Report No. CASPO 2013-306:

1. That Oxford County Council hold a public meeting pursuant to Section 17(15) of the Planning Act, R.S.O. 1990, as amended, to consider an application for Official Plan Amendment for Application No. OP 13-08-3;
2. And further, that County Council approve Official Plan Amendment File No. OP13- 08-3 as submitted by Hwy 59 South Properties Inc. (John Van Wyk) for lands described as Part Lots 17 & 18, Concession 3 (East Oxford), to permit a site specific development policy to facilitate the severance of an agricultural industrial use from the larger farm holding;
3. And further, that Council approve the attached Amendment No. 180 to the County Official Plan and raise the necessary implementing by-law.

6. DELEGATIONS AND PRESENTATIONS:

1. Presentation – Canadian Emergency Medical Services Exemplary Service Medals

Warden McKay asks Joe Pember, Manager of Emergency Services, to come forward to preside over the presentations associated with the Canadian Emergency Medical Services Exemplary Service Medals. J. Pember advises that this morning's ceremony acknowledges the receipt of Service Medals by three members of Oxford County EMS in York Region earlier in the year. He explains the background to the medal which is an exemplary service award not simply a long service award.

J. Pember advises that Governor General Certificates will be presented today. He asks Warden McKay, Peter Crockett, CAO, and Lynn Beath, Director of Public Health and Emergency Services, to come forward to make the presentations to the following recipients assisted by Stephen Turner, EMS Education and Quality Practice Supervisor.

20 Year Medal

Todd Martin, Supervisor of Operations
Ian Steadman, Paramedic

40 Year Medal (2nd Bar to the Medal)

Glen Rohrer, Paramedic

J. Pember and Warden McKay extend congratulatory words to the recipients.

7. CONSIDERATION OF DELEGATIONS AND PRESENTATIONS:

Not Required.

8. CONSIDERATION OF CORRESPONDENCE:

1. Karen Paton-Evans, President
Centreville Pond and Conservation Area Committee
December 3, 2013
Re: Requesting a Grant for the Oxford at War 1814 Event

RESOLUTION NO. 9:

Moved by: Deborah Tait
Seconded by: Patrick Sobeski

That the request from the Centreville Pond and Conservation Area Committee seeking financial support for the Oxford at War 1814 Event, be referred to 2014 budget deliberations.

DISPOSITION: Motion Carried

9. REPORTS FROM DEPARTMENTS:

COMMUNITY AND STRATEGIC PLANNING

CASPO 2013-306

Re: Application for Official Plan Amendment
OP 13-08-3: Hwy 59 South Properties Inc.

Report dealt with under Public Meetings.

CASPO 2013-312

Re: Draft County Population Household and
Employment Forecasts and Employment Land Study

Paul Michiels, Manager of Strategic Policy Planning, addresses Council on the Report by use of a PowerPoint presentation and responds to questions.

RESOLUTION NO. 10:

Moved by: Deborah Tait
Seconded by: Patrick Sobeski

That the recommendations contained in Report No. CASPO 2013-312, titled "Draft County Population Household and Employment Forecasts and Employment Land Study", be adopted.

DISPOSITION: Motion Carried

Recommendations Contained in Report No. CASPO 2013-312:

1. That Oxford County Council receive the draft Oxford County Population, Household and Employment Forecasts and Employment Lands Study, prepared by Watson & Associates, dated December 2013, for information purposes;
2. And further, that Oxford County Council direct planning staff to circulate the planning report and draft study to the Area Municipalities for their review and comment and undertake other consultation measures as outlined in Report No. CASPO 2013-312.

CORPORATE SERVICES

CS 2013-47

Re: 2014 Business Plans and Budget

RESOLUTION NO. 11:

Moved by: Sandra Talbot
Seconded by: David Mayberry

That the recommendations contained in Report No. CS 2013-47, titled "2014 Business Plans and Budget", be adopted.

DISPOSITION: See Action of Council
following Resolution No. 13

Recommendations Contained in Report No. CS 2013-47:

1. That the 2014 Oxford County Business Plans be adopted as amended;

2. And that Oxford County Council approves the 2014 Budget with a general purpose levy of \$51,246,243;
3. And that Oxford County Council approves a 2014 special levy for Library purposes in the amount of \$2,962,786;
4. And that the following grants be included in the 2014 general purpose levy:
 - Agricultural Awards of Excellence - \$2,000
 - Economic Development - Oxford Connections - \$25,000
 - Tillsonburg Airport - \$5,000
 - Hospitals - \$40,000
 - Oxford Creative Connections - \$50,000
 - South Central Ontario Region Action Plan (SCOR) - \$35,000
 - Oxford Workforce Development Partnership - \$24,500
 - Oxford Social Planning Council - \$51,317
 - Oxford Invitational Youth Robotic Challenge - \$3,000
5. And that By-law No. 5525-2013, being a by-law to adopt the estimated expenditure for the year 2014 be presented to Council for enactment;
6. And that staff be authorized to proceed with implementing the incremental full-time equivalent positions as presented in the Full-time Equivalent Plan attached to Report No. CS 2013-47;
7. And that staff be directed to proceed with the appropriate actions identified in the Action Items List as presented in Report No. CS 2013-47.

RESOLUTION NO. 12:

Moved by: David Mayberry
Seconded by: Patrick Sobeski

That Report No. CS 2013-47 be amended to support a grant of \$5,000 to Centreville Pond and Conservation Area Committee for the Oxford at War 1814 event.

DISPOSITION: Motion Withdrawn

RESOLUTION NO. 13:

Moved by: David Mayberry
Seconded by: Sandra Talbot

That the Budget be amended to increase the bag tag fee to \$2.00 effective July 1, 2014 and that the tax levy be reduced to reflect the projected increased income from the increased bag tag fee.

DISPOSITION: A Recorded Vote is Requested
by Councillor Sobeski with the
following results:

Those in Favour of the Motion

Councillors Comiskey, Doan, Lupton,
Mayberry, McKay, Talbot, Wearn

Total 7

Those Opposed to the Motion

Councillors Lessif, Sobeski, Tait

Total 3

Resolution No. 13 is Carried

DISPOSITION ON
RESOLUTION NO. 11 AS AMENDED: Motion Carried

CS 2013-49
Re: Borrowing By-law – 2014

RESOLUTION NO. 14:

Moved by: Sandra Talbot
Seconded by: Marion Wearn

That the recommendation contained in Report No. CS 2013-49, titled “Borrowing By-law - 2014”, be adopted.

DISPOSITION: Motion Carried

Recommendation Contained in Report No. CS 2013-49:

1. That By-law No. 5526-2013, being a by-law to authorize the borrowing of money to meet current expenditures of the County of Oxford for the 2014 fiscal year, be presented to Council for enactment.

CS 2013-44
Re: 2014 Insurance Program

RESOLUTION NO. 15:

Moved by: Marion Wearn
Seconded by: Sandra Talbot

That the recommendations contained in Report No. CS 2013-44, titled “2014 Insurance Program”, be adopted.

DISPOSITION: Motion Carried

Recommendations Contained in Report No. CS 2013-44:

1. That County Council approves the 2014 Insurance Program proposed by Frank Cowan Company Limited at a base premium rate of \$968,883 plus applicable sales tax;
2. And further, that the cost to retain a consultant in 2014 to facilitate a competitive proposal process for the County’s 2015 insurance program be funded from the insurance reserve.

CS 2013-45
Re: Long-Term Debt Financing – Tillsonburg

RESOLUTION NO. 16:

Moved by: Marion Wearn
Seconded by: Sandra Talbot

That the recommendations contained in Report No. CS 2013-45, titled “Long-Term Debt Financing - Tillsonburg”, be adopted.

DISPOSITION: Motion Carried

Recommendation Contained in Report No. CS 2013-45:

1. That By-law No. 5524-2013, being a by-law to authorize the County to enter into a bank loan agreement in the amount of \$2,450,000 for the purposes of refinancing existing and new capital projects authorized by Town of Tillsonburg by-laws, be presented to Council for enactment.

CS 2013-46
Re: Mount Elgin Wastewater System – Internal Long-term Debt Issue

RESOLUTION NO. 17:

Moved by: Marion Wearn
Seconded by: Donald Doan

That the recommendation contained in Report No. CS 2013-46, titled “Mount Elgin Wastewater System - Internal Long-term Debt Issue”, be adopted.

DISPOSITION: Motion Carried

Recommendation Contained in Report No. CS 2013-46:

1. That By-law No. 5523-2013, being a by-law to authorize borrowed funds from Canada Mortgage and Housing Corporation in the amount of \$111,794.94 and \$261,705.06 from the Landfill Reserve Fund to be used for the purposes of financing benefitting property owners’ local improvement obligations relating to the Mount Elgin Wastewater System, Township of South-West Oxford, be presented to Council for enactment.

PUBLIC WORKS

PW 2013-75
Re: Trans Canada Trail Update and Funding Application for Engineering Study

RESOLUTION NO. 18:

Moved by: Ted Comiskey
Seconded by: Donald Doan

That the recommendations contained in Report No. PW 2013-75, titled “Trans Canada Trail Update and Funding Application for Engineering Study”, be adopted.

DISPOSITION: Motion Carried

Recommendations Contained in Report No. PW 2013-75:

1. That County Council receive Report PW 2013-75 on the status of the Trans Canada Trail as information,
2. And further, that County Council authorizes staff to apply for funding from Trans Canada Trail to complete an engineering study of structures along the former CASO railway corridor
3. And further, that Council authorize the Chief Administrative Officer to sign all necessary documents related thereto.

CAO/CLERK

CAO 2013-16
Re: Oxford Photography Book Update

RESOLUTION NO. 19:

Moved by: Ted Comiskey
Seconded by: Donald Doan

That the recommendation contained in Report No. CAO 2013-16, titled "Oxford Photography Book Update", be adopted.

DISPOSITION: Motion Carried

Recommendation Contained in Report No. CAO 2013-16:

1. That Report No. CAO 2013-16, "Oxford Photography Book Update" be received.

10. UNFINISHED BUSINESS:

Pending Items

No discussion takes place regarding the Pending Items list.

11. NOTICE OF MOTIONS:

NIL

12. NEW BUSINESS/ENQUIRIES/COMMENTS:

NIL

13. CLOSED SESSION:

RESOLUTION NO. 20:

Moved by: Ted Comiskey
Seconded by: Donald Doan

That Council rise and go into a Closed session for the purpose of considering Report No. CS (CS) 2013-48, No. PW (CS) 2013-73, No. PW (CS) 2013-74 and Human Resources Verbal Report regarding matters that have not been made public concerning personal matters about an identifiable individual, a proposed or pending acquisition of land and labour relations or employee negotiations.

DISPOSITION: Motion Carried (11:29 a.m.)

Oxford County Council meets in Closed session, as part of a regular meeting, this eleventh day of December, 2013 in the Council Chamber, County Administration Building, Woodstock.

A. CLOSED SESSION COMMENCEMENT TIME:

11:29 a.m., with Warden McKay in the chair.

All members of Council present.

Staff Present: P. M. Crockett, Chief Administrative Officer
L. Beath, Director of Public Health and Emergency Services
P. D. Beaton, Director of Human Services
L. S. Buchner, Director of Corporate Services
C. Fransen, Director of Woodingford Lodge
G. K. Hough, Director of Community and Strategic Planning
A. Smith, Director of Human Resources
R. G. Walton, Director of Public Works
B. J. Tabor, Clerk

B. DISCLOSURES OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF:

NIL

C. DELEGATIONS AND PRESENTATIONS:

NIL

D. CONSIDERATION OF CORRESPONDENCE:

NIL

E. REPORTS FROM DEPARTMENTS:

CORPORATE SERVICES

CS (CS) 2013-48

PUBLIC WORKS

PW (CS) 2013-73

PW (CS) 2013-74

HUMAN RESOURCES

Verbal Report

F. UNFINISHED BUSINESS:

NIL

G. NEW BUSINESS/ENQUIRIES/COMMENTS:

NIL

H. TIME OF COMPLETION OF CLOSED SESSION:

11:42 a.m.

RESOLUTION NO. 21:

Moved by: Donald Doan
Seconded by: Marion Wearn

That Council rise and reconvene in Open session.

DISPOSITION: Motion Carried (11:42 a.m.)

14. CONSIDERATION OF MATTERS ARISING FROM THE CLOSED SESSION:

CORPORATE SERVICES

CS (CS) 2013-48

RESOLUTION NO. 22:

Moved by: Donald Doan
Seconded by: Marion Wearn

That the recommendation contained in Report No. CS (CS) 2013-48 be adopted.

DISPOSITION: Motion Carried

PUBLIC WORKS

PW (CS) 2013-73

RESOLUTION NO. 23:

Moved by: John Lessif
Seconded by: Margaret Lupton

That the recommendations contained in Report No. PW (CS) 2013-73 be adopted.

DISPOSITION: Motion Carried

PW (CS) 2013-74

RESOLUTION NO. 24:

Moved by: John Lessif
Seconded by: Margaret Lupton

That the recommendations contained in Report No. PW (CS) 2013-74 be adopted.

DISPOSITION: Motion Carried

HUMAN RESOURCES

Verbal Report

RESOLUTION NO. 25:

Moved by: John Lessif
Seconded by: Margaret Lupton

That the verbal report from the Director of Human Resources given in Closed session, be received.

DISPOSITION: Motion Carried

15. BY-LAWS:

BY-LAW NO. 5523-2013

Being a by-law to authorize borrowed funds from Canada Mortgage and Housing Corporation in the amount of \$111,794.94 and borrowed funds from the Landfill Reserve Fund in the amount of \$249,705.06, for a total of \$361,500.00 to be used for the purposes of financing benefitting property owners' local improvement obligations relating to the Mount Elgin wastewater system project.

BY-LAW NO. 5524-2013

Being a by-law to authorize the County of Oxford (the "County") to enter into a bank loan agreement in the principal amount of \$2,450,000 for the purpose of long-term borrowing to finance capital projects of The Corporation of the Town of Tillsonburg (the "Town").

BY-LAW NO. 5525-2013

Being a By-law to adopt the estimated expenditure for the year 2014.

BY-LAW NO. 5526-2013

Being a By-law to authorize the borrowing of money to meet current expenditures of the Council of the County of Oxford (the "Municipality").

BY-LAW NO. 5527-2013

Being a By-law to adopt Amendment Number 180 to the County of Oxford Official Plan.

BY-LAW NO. 5528-2013

Being a By-law to remove certain lands from Part Lot Control.

BY-LAW NO. 5529-2013

Being a By-law to authorize the Chief Administrative Officer to sign Encroachment/Lease Agreements with Adrien and Jodi Scholten, and David and Esther Vanmanen (The Wine Shack).

BY-LAW NO. 5530-2013

Being a By-law to authorize the Chief Administrative Officer to sign Access Agreements between the County of Oxford and neighbouring property owners to permit the crossing of County lands for the exercise of farming practices on adjoining lands.

BY-LAW NO. 5531-2013

Being a By-law to authorize the Chief Administrative Officer to sign a Source Protection Municipal Implementation Fund - Grant Funding Agreement between Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment (the "Province"), and the County of Oxford (the "Municipality").

BY-LAW NO. 5532-2013

Being a By-law to establish County Council Procedures for governing the proceedings of the Council, the conduct of its members and the calling of meetings of the County Council of the County of Oxford and to repeal Procedure By-law No. 4878-2007, as amended.

BY-LAW NO. 5533-2013

Being a By-law to confirm all actions and proceedings of the Council.

RESOLUTION NO. 26:

Moved by: Margaret Lupton

Seconded by: John Lessif

That the following By-laws be now read a first and second time: No. 5523-2013, No. 5524-2013, No. 5525-2013, No. 5526-2013, No. 5527-2013, No. 5528-2013, No. 5529-2013, No. 5530-2013, No. 5531-2013, No. 5532-2013 and No. 5533-2013.

DISPOSITION: Motion Carried

RESOLUTION NO. 27:

Moved by: Margaret Lupton
Seconded by: John Lessif

That the following By-law be now given third and final reading: No. 5523-2013, No. 5524-2013, No. 5525-2013, No. 5526-2013, No. 5527-2013, No. 5528-2013, No. 5529-2013, No. 5530-2013, No. 5531-2013, No. 5532-2013 and No. 5533-2013.

DISPOSITION: Motion Carried

16. ADJOURNMENT:

Council adjourns its proceedings until the next meeting scheduled for Wednesday, January 8, 2014 at 9:30 a.m.

11:46 a.m.

Minutes adopted on

by Resolution No.

WARDEN

CLERK

To: Warden and Members of County Council

From: Director of Human Services

Tillsonburg Little School Service Contract

RECOMMENDATION

- 1. That Council authorize execution of a Service Contract with Tillsonburg Little School for the provision of child care services as outlined in Report HS 2014-01;**
- 2. And further, that the Chief Administrative Officer and the Director of Human Services be authorized to execute all necessary documents related thereto.**

REPORT HIGHLIGHTS

- A Service Contract between Tillsonburg Little School and the County of Oxford will support the provision of children services within the Town of Tillsonburg and surrounding area.
- Anticipated that 10 toddler and 32 preschool spaces will be created to serve families in Oxford County

Financial Impact

Funding to accommodate the Tillsonburg Little Children Daycare service contract is available within Human Services' approved 2014 operating budget through the funding envelope provided by the Ministry of Education.

The Treasurer agrees with the financial impact as outlined in this report.

Risks/Implications

Under the existing funding allocations provided by the Ministry of Education, there are no anticipated risks or implications associated with entering into a service contract with Tillsonburg Little School.

Strategic Plan

As noted in the County of Oxford Strategic Plan, the proposed recommendation supports the following strategic direction as follows:

1. A County that Works Together
 - i. Strengthen, diversify and broaden the economic/prosperity base
 - ii. Enhance the quality of life for all of our citizens

DISCUSSION

Background

In June 2013, an Advisory Committee was established to explore the creation of a new daycare in Tillsonburg as a result of the closing of First Baptist Weekday Nursery. Under the direction of the Board of Directors, "Tillsonburg Little School" will be located at 102 King Street East. They are expected to be licensed to serve 10 toddler and 32 preschool children.

Tillsonburg Little School's Advisory Committee has been working closely with Human Services and the Quality Assurance and Licensing Branch of the Ministry of Education to ensure all operating requirements are met. Tillsonburg Little School will take possession of their building December 28, 2013 with a tentative open date of January 13, 2014.

Comments

As previously noted, the creation of Tillsonburg Little School was a result of First Baptist Weekday Nursery closing their operation after servicing the Tillsonburg area for over 40 years. At the time of the announced closure, it was anticipated that approximately 42 children would need to seek alternate licensed childcare by September 2013.

While Tillsonburg Little School has not officially opened their doors, the expected enrollment is promising. As well, they have made the commitment to provide employment opportunities to as many of the displaced employees of First Baptist Weekday Nursery as possible.

The County of Oxford had previously provided First Baptist Weekday Nursery with child care fee subsidy, wage subsidy and wage improvement grants. As such, the reallocation of funding to Tillsonburg Little School can be accommodated within the 2014 budget within the available Ministry of Education funding envelope.

Within the parameters of available funding from the Ministry of Education, Human Services will make available general operating funding to Tillsonburg Little School for a minimum of three years. This will allow sufficient time for the development a sustainable day care program. During this time, Human Services will work closely with the Board of Directors and Administrator to provide any necessary support and guidance.

Conclusions

The signed Service Contract with Tillsonburg Little School will enable the delivery of quality licensed childcare for families in Oxford County, specifically in the Tillsonburg area.

Furthermore, this service contract will provide general operating funding to Tillsonburg Little School as they move forward in the establishment of this non-profit daycare centre.

SIGNATURE

Report Author:

Original Signed by

Carole Keeping
Manager, Human Services

Departmental Approval:

Original Signed by

Paul Beaton
Director, Human Services

Approved for submission:

Original Signed by

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

Document 1 Service Contract September 2013(td)

SERVICE CONTRACT

HS-2014-01

This Contract made in duplicate

Attachment 1

BETWEEN:

The Consolidated Municipal Service Manager (County of Oxford, Human Services)

-and-

Tillsonburg Little School (Service Provider)

AS Oxford County has the authority pursuant to the legislation indicated in the attached Service Description Schedule(s) to enter into this contract for the provision of human services;

AND AS the Service Provider has agreed to provide childcare services described in the attached Service Description Schedule(s):

THEREFORE THE PARTIES agree as follows:

Definitions

1. In this Contract,
 - (a) "CMSM" means the Consolidated Municipal Service Manager
 - (b) "CMSM Staff" means the staff of the County of Oxford authorized to exercise the rights and perform the duties of the CMSM under this contract.
 - (c) "Service Provider" refers to the organization providing Child Care functions.

Service

2. The Service Provider agrees to provide services in accordance with the attached Services Description Schedule(s) and Service Data Schedule and in accordance with the policies, guidelines and requirements of the CMSM as communicated to it.

Term

3. This contract will be in force for three years commencing December 2013 until December 2016 unless it is superseded or replaced by a subsequent contract or until it is terminated in its entirety by either party by giving sixty (60) days written notice. In the event of termination, the Service Provider will refund forthwith to CMSM any monies advanced by CMSM and not expended in accordance with the approved budget.

Consideration

4. (a) CMSM will pay to the Service Provider, for admissible expenditures incurred pursuant to this contract not to exceed the amount stipulated in the Budget Schedule. The CMSM reserves the right to determine amounts, times and manner of such payments.
- (b) The parties agree that the approved budget will be negotiated on or before the start of the applicable calendar year while this contract is in force. In the event the budget is not re-negotiated by that time, payments will be made in accordance with the approved budget for the immediately preceding calendar year until such time as the budget is re-negotiated or this contract is terminated.
- (c) The Service Provider may transfer funds between budget lines according to the parameters set out in the Financial Flexibility Policy for Transfer Payment Agencies. The Service Provider may, with the CMSM's written consent, transfer funds between budget lines beyond the parameters set out in the Policy.
- (d) The Service Providers participating in the fee subsidy program are to report in a confidential manner to the CMSM, any suspicions or evidence that a parent/guardian or other individual is non-compliant with the Terms and Considerations of the fee subsidy eligibility related to new income sources, attendance or other considerations.
- (e) If targets are not achieved to the level indicated in the Service Data Schedule, the CMSM may request that funds in an amount reflective of the underachieved targets be returned to the CMSM.

CMCS Access and Consultation

5. (a) The Service Provider will permit CMSM staff to enter, at reasonable times, any premise used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract.
- (b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with CMSM staff.

Reports

6. (a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this contract, acceptable to the CMSM staff which shall include service data such as statistics, on target achievements and other such information as the CMSM requires.
- (b) The Service Provider will also prepare and submit to the CMSM, annually, or at any time upon reasonable request, a comprehensive report acceptable to the CMSM staff respecting the services being provided.
- (c) The Service Provider will send a copy of the childcare center's license renewal to the CMSM within ten (10) days of receipt of the renewal from the Ministry of Education.

- (d) The Service Provider must notify the CMSM of any license expiry and/or expected gaps in the renewal of the license by the Province stating the reasons for the situation.
- (e) The Service Provider will forward a copy of all serious occurrences, major complaints and other similar considerations to the CMSM, at the same time they are forwarded to the Province under the licensing provisions.
- (f) The Service Providers participating in the fee subsidy program are to report in a confidential manner to the CMSM, any suspicions or evidence that a parent/guardian or other individual is non-compliant with the Terms and Considerations of the fee subsidy eligibility related to new income sources, attendance or other considerations.

Financial Records and Reports

- 7. (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow CMSM staff or such other persons appointed by the CMSM to inspect and audit such books and records at all reasonable times, both during the term of this contract and subsequent to its expiration or termination.
- (b) The Service Provider will, unless the CMSM indicates otherwise, submit to the CMSM an audited financial statement and reconciliation report with respect to the services provided pursuant to this contract within four (4) months of the Service Provider's financial year end.
- (c) The Service Provider will retain the records and books of account referred to in clause 7 (a) for a period of seven (7) years.
- (d) The Service Provider will prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the CMSM may require.
- (e) The Service Provider will adhere to any financial reporting requirement specified in the attached Service Data schedule.
- (f) The Service Provider will comply with the CMSM's policies on the treatment of revenues and expenditures which will be issued from time to time.

Service Records

- 8. (a) In the event the Service Provider ceases operation, it is agreed the Service Provider will not dispose of any records related to the services provided for under this contract.

Confidentiality

- 9. (a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the CMSM staff at any time during or following the term of this contract, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document, and the provisions of the Municipal Freedom of Information and Protection of Privacy Act

respecting the collection, retention, correction, disclosure, personal access to, and disposal of personal information apply to the Service Provider with the exception of subsection 37 (1) (c) (fee for personal access). The CMSM will provide advice and assistance in these matters on request.

Conflict of Interest

10. (a) The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the CMSM where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the CMSM) with the provision of services pursuant to the contract. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the CMSM relevant to the services where the CMSM has not specifically authorized such use.

(b) The Service Provider shall disclose to the CMSM without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

(c) A breach of this section by the Service Provider shall entitle the CMSM to terminate the contract, in addition to any other remedies that the CMSM has in the contract, in law or in equity.

Indemnification

11. (a) The Service Provider will, both during and following the term of this contract, indemnify and save harmless the CMSM from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this contract.

Insurance

12. The Service Provider will obtain and maintain in full force and effect during the term of this contract, general liability insurance acceptable to the CMSM in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

(a) Include as an additional insured, the CMSM in respect of and during the provision of services by the Service Provider pursuant to this contract;

(b) Contain a cross-liability clause endorsement; and

(c) Contain a clause including liability arising out of the contract or agreement.

The Service Provider will submit to the CMSM, upon request, proof of insurance.

Termination

13. Either party may terminate this contract in whole or in part with respect to the provision of any particular service upon sixty (60) days notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Freedom of Information

14. Any information collected by the CMSM pursuant to this contract is subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act*.

Human Rights Code

15. It is a condition of this contract and of every contract entered into pursuant to the performance of this contract, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this contract.

Operating Grants

16. If the Service Provider is eligible to receive operating grants, the Service Provider agrees to comply with all of the conditions and requirements set out by the CMSM.

Health and Safety

17. It is the responsibility of the Service Provider to ensure that all services are completed in accordance with the Operational Health and Safety Standards.

Disposition

18. The Service Provider will not sell, change the use of or otherwise dispose of any item, furnishing or equipment purchased with CMSM funds pursuant to this contract without the prior written consent of the CMSM, which may be given subject to such conditions as the CMSM deems advisable.

Non-Assignment

19. The Service Provider will not assign this contract, or any part thereof, without the prior written approval of the CMSM, which approval may be withheld by the CMSM in its sole discretion or given to such conditions as the CMSM may impose.

Laws

20. The Service Provider agrees that the Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this contract.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Oxford official and the Service Provider by its property signing officers.

Signed, sealed and delivered

On the ____ day of _____, 20__.

CMSM Witness

CMSM Witness

Witness

Witness

Date

On behalf of the County of Oxford

On behalf of the County of Oxford

(Service Provider)

By: **Signing Officer

Position (Seal)

By: ** Signing Officer

Position

*Witness required where the Service Provider is a sole proprietor or partner in a partnership.

Not required when corporate seal is affixed.

** I have the authority to bind the corporation

Service Provider Authorization

County of Oxford Human Services Authorization

To: Warden and Members of County Council

From: Director of Public Works

Transfer of Properties from the Township of South-West Oxford for Water Supply Purposes

RECOMMENDATION

1. That a by-law be raised to authorize the CAO to sign all documents to complete the transfer of the following properties from the Township of South-West Oxford:
 - a) Part of "Block A", Plan 811, 0.25 ha
 - b) Pt Lt 14, Con 7, 0.07 ha plus 420 m² easement
 - c) Pt Lt 21, Con 11, 0.02 ha

REPORT HIGHLIGHTS

The purpose of this report is to seek Council authority to transfer three properties owned by the Township of South-West to the County of Oxford.

Implementation Points

If approved by Council, Public Works will proceed to oversee the legal work to complete the property transfers.

Financial Impact

All costs incurred with this property transfer can be accommodated with the approved 2014 operating budget.

The Treasurer has reviewed this report and agrees with the financial impact information.

Risks/Implications

The property transfers considered under this report will clear up ownership, maintenance and insurance issues for these properties to the benefit of both the Township of South West Oxford and the County. Township Council has approved the transactions.

Strategic Plan

5. A County that *Performs and Delivers Results*

- ii) Deliver exceptional services by:
 - Conducting regular service reviews to ensure delivery effectiveness and efficiency

DISCUSSION

Background

Loweville Water System, Beachville

This water system ownership was transferred to the County at the time of County restructuring in 1975. Unfortunately, the property transfer was not completed. The property in question also includes local parkland including the Loweville Pond and drainage works owned by the Township. Accordingly the property has been subdivided and only the property containing the well and pumphouse will be transferred to the County. Attachment 1 is a sketch of the property in question.

Dereham Centre Water System

The Dereham Centre water system was upgraded in 2003. A new well and pumphouse were constructed on Township owned lands. At the time the use of this land was approved by the Township and approval of this report will complete the process to transfer the appropriate land to the County, leaving the remaining parkland with the Township. Attachment 2 is a sketch of the property in question for land transfer and an easement for the watermain connection.

Brownsville Water System

The Brownsville water system constructed Well 6 in 1998 and upgraded the site in 2005. Well 6 is constructed in the Brownsville park, owned by the Township of South-West Oxford. Again, the land around the well and pumphouse will be transferred to the County, leaving the parkland with the Township. Attachment 3 is a sketch of the property in question

For these three transactions, the County has paid for the legal survey costs and will pay for the legal costs to register the transactions.

Comments

County and Township staff have worked together to bring this recommendation to their respective Councils.

There are a number of other water and wastewater properties around the County that require title or ownership changes. This report deals with all of the properties in South-West Oxford that require legal plans and County Council approval of transfers.

Many of the future issues deal with the actual registration at the Registry Office and will not require preparation of legal plans. Public Works has a list of properties and continues to work to reduce the list.

As necessary, future reports requiring County Council approval for land transfers will be brought forward.

Conclusions

Public Works recommends adoption of this report.

SIGNATURE

Report Author:

Original signed by

Melissa Abercrombie, P.Eng.
Project Engineer

Departmental Approval:

Original signed by

Robert Walton, P.Eng.
Director of Public Works

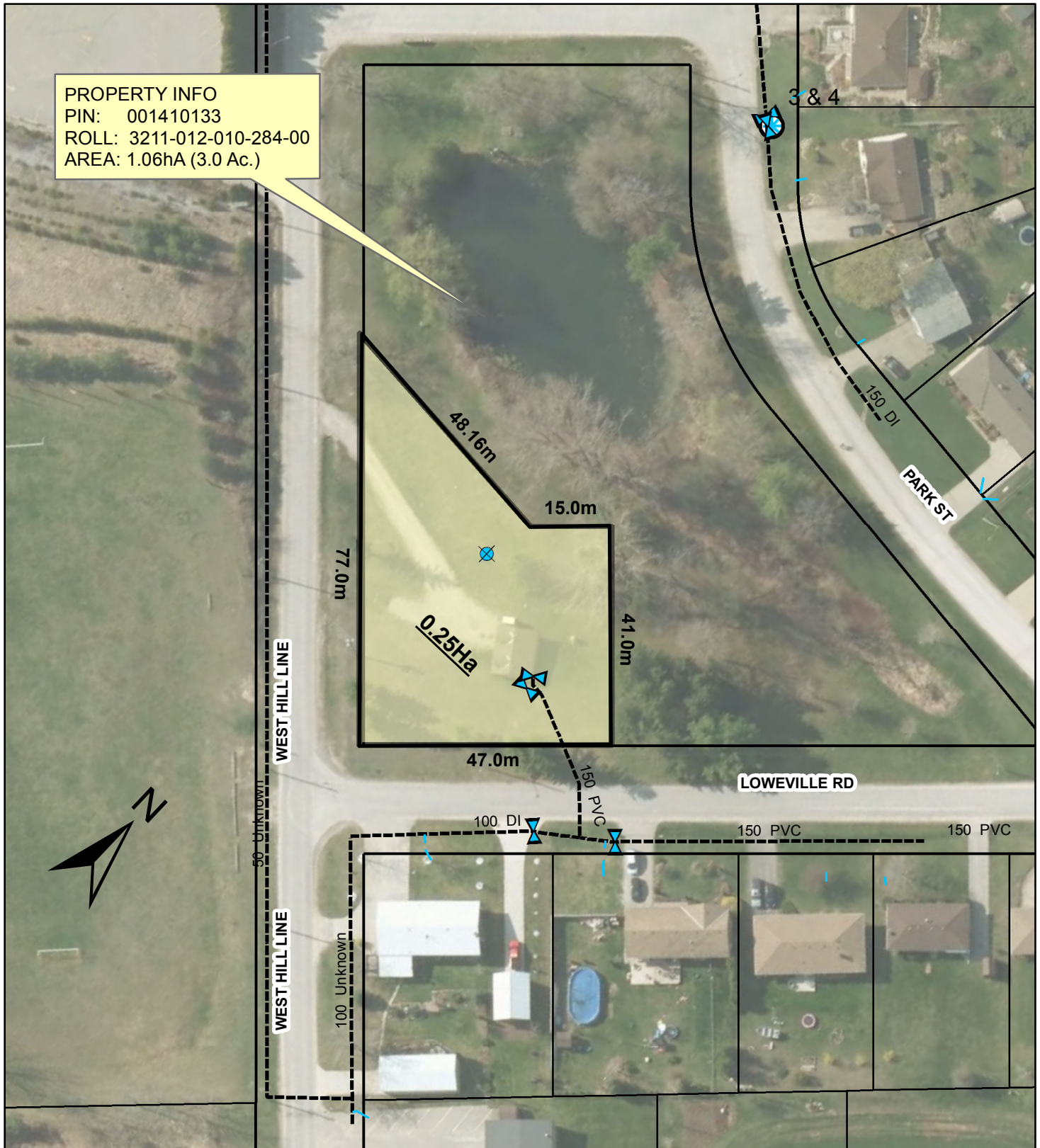
Approved for submission:

Original signed by

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

- Attachment 1 Loweville Water System, Beachville Sketch
- Attachment 2 Dereham Centre Water System Sketch
- Attachment 3 Brownsville Water System Sketch



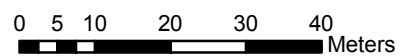
PROPERTY INFO
PIN: 001410133
ROLL: 3211-012-010-284-00
AREA: 1.06hA (3.0 Ac.)

Document Path: X:\PUBLIC WORKS\ASSIGNMENTS_PROJECTS & REPORTS\ISWO\Well and Pumphouse Site Plans - legal\Beachville WTF-Well Location.mxd
Prepared By: daquilina Date: 13/12/2013

Legend

- Land to be Transferred to the County
- Production Well
- Ball
- Gate, Butterfly etc
- Valve - Check or Air
- Private, Existing
- Public, Existing
- Watermain

**The Village of Beachville
Water Treatment Facility and Well Location**



1:1,000



Legend

- ■ ■ Township Property
- ▨ Land to be Transfered to the County
- ▩ Proposed Easement for Watermain

Property Info
 PIN: 000150165
 ROLL: 321101003020000
 Area: 1.3 Ha (3.3 Ac)

Well Site - 100 sq m

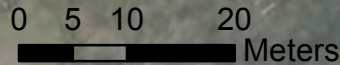
10.0 m
 10.0 m
WELL 2

6.0 m

Water Treatment Facility - 630 sq m

35.0 m

18.0 m



DEREHAM LINE

Dereham Centre WTF & Well Site

Proposed Property Limit



Date: December 13, 2013

Scale: 1:700

Prepared By: BH Revised DCA

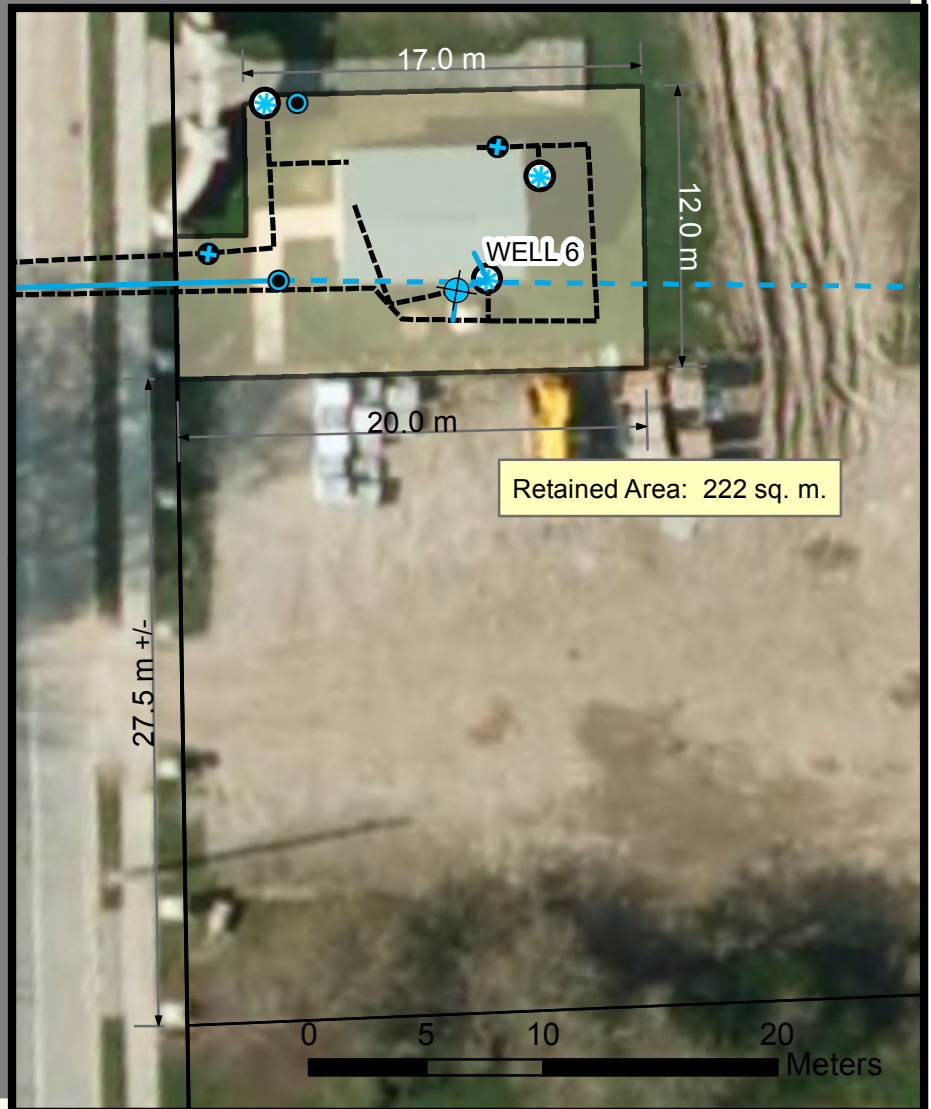


Legend

- Land to be Transfer to the County

Gate Valve

- + Gate Valve
- Ball Valve
- ⊗ Swab Launch / BO
- ⊕ Production Well



| | | |
|--|-------------------------|--|
| Brownsville Pumphouse & Well Site | Proposed Property Limit | |
|--|-------------------------|--|

| | | |
|-------------------------|--------------|-----------------------------|
| Date: December 13, 2013 | Scale: 1:200 | Prepared By: BH Revised DCA |
|-------------------------|--------------|-----------------------------|

To: Warden and Members of County Council

From: Director of Public Works

Amendment to the Municipal Hazardous or Special Waste (MHSW) Services Agreement

RECOMMENDATIONS

- 1. That Council approve an Amending Agreement for the July 1, 2011 Municipal Hazardous or Special Waste (MHSW) Services Agreement with Stewardship Ontario for continued funding for Phase 1 Program materials:**
- 2. And further, that the Chief Administrative Officer be authorized to execute all documents related thereto.**

REPORT HIGHLIGHT

- To obtain County Council approval to sign an amending agreement for Municipal Hazardous or Special Waste with Stewardship Ontario for the continued funding for Phase 1 Program materials.

Financial Impact

All revenues anticipated through this agreement have been accounted for in the approved 2014 budget.

The Treasurer concurs with the financial implications of this report.

Risks/Implications

Without an agreement the County would risk the loss of funding from Stewardship Ontario to offset the costs of the MHSW depot at the Landfill and Special MHSW depot days held during the year throughout the County.

Strategic Plan

5. A County that *Performs and Delivers Results*

- i) Enhance our customer service focus and responsiveness to our municipal partners and the public by:
 - Regularly reviewing service level standards to assess potential for improved access to services/amenities

DISCUSSION

Background

Report D-3 2011-41 included as Attachment 2 was adopted by County Council at their September 14, 2011 meeting. Report D-3 2011-41 also noted that there might be future amendments to the Agreement to reflect changes to the MHSW program.

On November 20, 2013 Public Works received a request from Stewardship Ontario for an amendment to the Municipal Hazardous or Special Waste (MHSW) Agreement. The amendment included as Attachment 1 outlines the new terms and conditions for the agreement and the payment schedule for collection services. On November 25th, 2013 the County received an e-mail from the Municipal Waste Association outlining a minor concern with how the new amending agreement was to be applied by Stewardship Ontario. They recommended that municipalities hold off signing the amending agreement until clarification was received.

Clarification was received from Stewardship Ontario on December 1, 2013 regarding the MHSW Services Agreement included as Attachment 3. The County also received an e-mail from the Municipal Waste Association recommending municipalities now sign the amending agreement.

Comments

The amending agreement enclosed as Attachment 1 is the standard form agreement used by all municipalities. This amending agreement must be signed in order to continue to receive funding for Phase 1 Program materials.

Conclusions

It is recommended that Council authorize execution of the amending agreement for Municipal Hazardous or Special Waste with Stewardship Ontario to allow for the continued funding for Phase 1 Program materials.

SIGNATURE

Report Author:

Original signed by

Dave Vermeeren

Departmental Approval:

Original signed by

Robert Walton, P.Eng.
Director of Public Works

Approved for submission:

Original signed by

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

- Attachment 1 Amending Agreement New Municipal Hazardous or Special Wastes Services Agreement.
- Attachment 2 Report D-3 2011-41
- Attachment 3 Stewardship Ontario Clarifications

**AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

WHEREAS:

1. Stewardship Ontario and County Of Oxford (collectively, the "**Parties**") entered into an agreement concerning municipal hazardous or special wastes dated July 1, 2011, including any previous amendment made by the parties (the "**Agreement**");
2. The parties wish to make certain amendments to the Agreement as set out herein.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- 1 The Agreement is hereby amended effective January 1, 2014 as set out in Schedule "A" hereto.
- 2 Any section marked as "Intentionally Deleted" in the Agreement remains "Intentionally Deleted" and is not replaced by or amended by anything in Schedule "A".
- 3 All other provisions of the Agreement remain unamended and in full force and affect.

IN WITNESS WHEREOF the Parties have signed this AMENDING AGREEMENT as of December 31, 2013.

STEWARDSHIP ONTARIO

by: _____

Name: Lyle Clarke

Title: Executive Vice President

COUNTY OF OXFORD

by: _____

Name:

Title:

**SCHEDULE "A" TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

1. **Definitions and Interpretation.** The Parties agree that Section 1.2 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.2 In this Agreement:
 - (a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;
 - (b) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (c) **"Claims Submission"** means submission to SO of data required to validate claim for payment;
 - (d) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
 - (e) **"Commingled Materials"** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
 - (f) **"Depot"** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (g) **"Diversion Report"** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by SO from time to time for the validation of Claims Submissions;
 - (h) **"End Processor"** means a Service Provider that processes collected Obligated MHSW;
 - (i) **"Event"** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;
 - (j) **"Exempt Small Quantity IC&I Generator" or "Exempt SQG"** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;

- (k) **"FOB"** means free on board;
- (l) **"Generator"** means the final user who generates waste which will be reused, recycled or disposed;
- (m) **"Lab Pack Audit"** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by SO as set out in this Agreement;
- (n) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (o) **"Member Associations"** has the meaning set out in Section 4.3;
- (p) **"MHSW Program Plan"** means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (q) **"MHSW Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (r) **"Minister"** means the Minister of the Environment for the Province of Ontario;
- (s) **"Non-Commingled Materials"** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (t) **"Obligated MHSW"** means MHSW designated as Phase 1 in the Minister's program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (u) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "E" as amended by SO from time to time;
- (v) **"Post-Collection Services"** means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

(w) **“Service Provider”** means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be; and

(x) **“SO Portal”** means SO’s online system for uploading Claims Submissions.

2. **Payment.** The Parties agree that Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

3.2 Payment

(a) MHSW Services – Depot.

(i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.

(ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and Diversion Report(s) received from Municipality within thirty (30) days of receipt and SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which SO determines the claim to be correct and accurate. If any errors or omissions are found, SO will issue a payment adjustment and SO may require a corrected Claims Submission from the Municipality.

(b) MHSW Services - Event.

(i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which SO determines the claim to be correct and accurate. If any errors or omissions are found, SO will issue a payment adjustment and SO may require a corrected Claims Submission from the Municipality.

(c) MHSW Services – Event (and transportation to Depot).

(i) To receive payment for Event Collection Services and transportation of Obligated MHSW to a Depot, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) with respect to the Obligated MHSW. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which SO determines the claim to be correct and accurate. If any errors or omissions are found, SO will issue a payment adjustment and SO may require a corrected Claims Submission from the Municipality.

3. **Late Submission.** The Parties agree that Section 3.5 of the Agreement is deleted in its entirety and replaced with the following:

3.5 Late Submission

- (a) SO may reduce amounts payable under Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii), (b) and (c) by five (5%) per cent per month.
- (b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

4. **Term.** The Parties agree that Section 4.3 of the Agreement is deleted in its entirety and replaced with the following:

4.3 At least one hundred and fifty (150) days prior to the expiration of the Initial Term or the then current Renewal Term (as applicable) SO will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the "Member Associations") to meeting(s) hosted by SO with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule "B" and Schedule "C" respectively. SO's position on changes to Schedule "B" and Schedule "C" following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable).

5. **Schedules.** The Parties agree that Section 28.1 of the Agreement is deleted in its entirety and replaced with the following:

28.1 Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

6. **Schedule "C"**. The Parties agree that Schedule "C" – Payment for Collection Services of the Agreement is deleted in its entirety and replaced with the following new Schedule "C" – Payment for Collection Services:

SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality the Hourly Rate (defined below) per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "B", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

The "Hourly Rate" is **\$38.12**.

If any individual materials are removed from the scope of this Agreement as a change pursuant to section 2.3 of this Agreement, the component amounts below for the remaining in-scope materials will be used to calculate the new reduced Hourly Rate. In such an event, the Hourly Rate will then be the sum of the component amounts for each individual material that remains within the scope of the Agreement, as set out in the table below.

| Individual Material (for Obligated MHSW) | Component Amount |
|--|-------------------------|
| Antifreeze, and the containers in which it is contained | \$0.69 |
| Fertilizers, and the containers in which they are contained | \$0.08 |
| Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil | \$0.91 |
| Oil filters – after they have been used for their intended purpose | \$0.61 |
| Paints and Coatings, and containers in which they are contained | \$28.93 |
| Pesticides, and the containers in which they are contained | \$0.11 |
| Pressurized containers – non-refillable | \$1.07 |
| Pressurized containers - refillable | \$2.52 |
| Single-use dry cell batteries | \$1.18 |
| Solvents, and the containers in which they are contained | \$2.02 |

For MHSW Services – Event, SO will pay the Municipality a rate of **\$1,100.00** per tonne of Obligated MHSW plus applicable taxes.

For MHSW Services – Event (and transportation to Depot), SO will pay the Municipality a rate of **\$0.00** per tonne of Obligated MHSW plus applicable taxes.

7. **Schedule “F”**. The Parties agree that Schedule “F” – Due Dates and Penalties of the Agreement is deleted in its entirety.



Report No: D-3 2011-41
PUBLIC WORKS
Council Date: September 14, 2011

TO: M. Bragg, CAO

FROM: P. Antonio, Waste Management Coordinator
M. Campbell, Operations Manager
R. Walton, Director of Public Works

SUBJECT: New Municipal Hazardous or Special Waste (MHSW) Services Agreement

RECOMMENDATION:

That a by-law be raised to authorize the Warden and Clerk to sign the new Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario.

PURPOSE:

The purpose of this report is to seek Council approval to enter into a new Municipal Hazardous or Special Waste Services (MHSW) Agreement (Attachment No. 1) for the payment of costs associated with Phase 1 MHSW materials effective July 1, 2011 as required by Stewardship Ontario.

BACKGROUND:

On February 19, 2008 the Ontario Minister of the Environment approved the MHSW Program Plan which provided funding for the collection and disposal of certain hazardous waste materials. The Plan was launched on July 1, 2008 with funding administered through Stewardship Ontario.

Report No. D-1 2008-89 (Attachment No. 2) was adopted by County Council at their October 22, 2008 meeting and on November 12, 2008, County Council enacted By-law No. 5007-2008 authorizing the Warden and Clerk to sign a Municipal Hazardous or Special Waste Management Shared Responsibility Agreement with Stewardship Ontario. That agreement covered only the transportation and processing costs incurred by the County for Phase 1 materials. The County was still responsible for the costs of collection and management of the Phase 1 materials. Cost recovery for Phase 2 and Phase 3 materials was to be added later in 2010.

On October 12, 2010 the Ontario Minister of the Environment revised the MHSW Program Plan. MHSW will still be classified into three phases as before, those phases and the materials that comprise them are listed in Attachment No. 3. Stewardship Ontario will be responsible for all costs associated with collection, management, transportation and processing of Phase 1 materials (approximately 70% of collected materials). Phase 2 materials (20% of collected materials) will be the responsibility of the Province with the funding model still to be determined. Phase 3 materials (10% of collected materials) will be the responsibility of the municipalities.

These revisions to the plan require Municipalities to enter into a new funding agreement with Stewardship Ontario. A deadline has been imposed and to continue to receive program funding, this agreement must be signed and submitted to Stewardship Ontario by September 30, 2011. The new agreement is for an eighteen (18) month term and will run from July 1, 2011 to December 31, 2012. It includes options for up to four (4) renewal periods of one (1) year each.

Payment for Phase 1 depot collection services is based on an hourly rate and will cover approximately 80% of operational costs associated with running the permanent MHSW Depot. This funding is intended to offset the depot costs associated with Phase 1 materials only. Stewardship Ontario is responsible to cover 100% of the costs incurred in transportation and processing of Phase 1 materials.

Payment for Phase 1 MHSW events is based on a rate of \$1,100.00 per tonne of obligated MHSW plus applicable taxes. This dollar amount should cover all of the costs associated with collecting, transporting, and processing of Phase 1 materials at the four mobile collections events.

This agreement also specifies that Stewardship Ontario will be responsible to procure all contractors associated with transportation and processing of Phase 1 Materials. The County will retain the responsibility to procure contractor services for transportation and processing of Phase 2 and 3 materials.

COMMENTARY:

The attached agreement has been negotiated as a standard form agreement with all municipalities. It provides more financial compensation for the Phase 1 materials than the old agreement did.

Staff recommend that County Council approve this new agreement with Stewardship Ontario to provide for the continued funding for Phase 1 Program materials.

"Pamela Antonio"

Pamela Antonio, BES, MPA
Waste Management Coordinator

"Robert Walton"

Robert Walton, P.Eng.
Director of Public Works

"Michael Campbell"

Michael Campbell, M.Sc., P.Eng.
Operations Manager

"M .R. Bragg"

M.R. Bragg
CAO

Dated: September 7, 2011

| | |
|------------------|---|
| Attachment No. 1 | New Municipal Hazardous or Special Waste Services Agreement |
| Attachment No. 2 | Report No. D-1 2008-89 |
| Attachment No. 3 | Phase 1, 2, and 3 MHSW Program Materials |

NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 2011.

BETWEEN:

STEWARDSHIP ONTARIO ("SO")

- and -

COUNTY OF OXFORD ("MUNICIPALITY")

collectively, the "Parties"

WHEREAS:

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that SO act as the Industry Funding Organization ("IFO") for the program;
- B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. By letter received by Waste Diversion Ontario on July 22, 2008, the Minister of the Environment required WDO to develop an amended waste diversion program for MHSW that included all materials referred to as "Phase 2" and "Phase 3";
- D. The amended MHSW Program Plan was approved by the Minister on September 22, 2009, took effect on July 1, 2010, and included 22 materials;
- E. By Regulations 298/10 and 396/10, Phase 2 and 3 materials stewards were no longer required to pay fees to SO;
- F. SO intends to submit a new program plan for the Phase 1 MHSW only to the Minister for approval (the "revised MHSW Program Plan");
- G. SO and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
 - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (c) **“Certificate of Approval”** means an approval issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant to the *Environmental Protection Act* (Ontario);
 - (d) **“Claims Submission”** means submission to SO of data required to validate claim for payment;
 - (e) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
 - (f) **“Commingled Materials”** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
 - (g) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (h) **“End Processor”** means a Service Provider that processes collected Obligated MHSW;
 - (i) **“Event”** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators ;
 - (j) **“Exempt Small Quantity IC&I Generator” or “Exempt SQG”** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
 - (k) **“FOB”** means free on board;

- (l) “**Generator**” means the final user who generates waste which will be reused, recycled or disposed;
- (m) “**Lab Pack Audit**” means a lab pack audit by a third party, the results of which are shared with municipalities annually at a minimum and no more frequently than quarterly to account for seasonality;
- (n) “**Manifesting**” means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (o) “**MHSW Services**” means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (p) “**Minister**” means the Minister of the Environment for the Province of Ontario;
- (q) “**Non-Commingled Materials**” means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (r) “**Obligated MHSW**” means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (s) “**Packing Standards**” means the Waste Packing Protocols listed in Schedule “E” as amended by SO from time to time;
- (t) “**Post-Collection Services**” means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (u) “**MHSW Program Plan**” means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (v) “**Service Provider**” means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be;
- (w) “**SO Portal**” means SO’s online system for uploading Claims Submissions.

2.0 MHSW Services

- 2.1. Schedule “A” to this Agreement sets out schematically two different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:

- (a) Depot
- (b) Event.

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an "X" below will be the ones under which the Municipality will provide MHSW Services to SO.

Depot

Event

- 2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule "A" hereto or to add the other service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.

3.0 Price and Payment

3.1. Price

- (a) MHSW Services – Depot. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:
 - (i) SO will pay the Municipality the hourly rate as set out in Schedule "C" for the Total Reimbursable Hours of Operation as specified in Schedule "B" for the Collection Services.
 - (ii) SO will pay the Municipality SO's proportionate share (weight of Obligated MHSW as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit. Processing costs will be paid based on actual weight of the Obligated MHSW.
 - (iii) SO will pay the Municipality SO's proportionate share (by weight) of the Post-Collection Services transportation and end processing costs for the Non-Commingled Materials until such services are contracted for directly by SO. Transportation weight will be determined by the most recent Lab Pack Audit. End processing costs will be based on actual weight. Municipality acknowledges that SO currently has a target date of December 31, 2011 to transition the provision of Post-Collection Services for Obligated MHSW collected at Depots from Municipality to SO, and will facilitate such transition as reasonably requested by SO.

(b) MHSW Services - Event. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and Post-Collection Services for each of the agreed upon Events specified in Schedule "B". The actual weight of the Obligated MHSW will be used.

(c) Intentionally deleted.

3.2. Payment

(a) MHSW Services – Depot.

(i) To receive payment for Depot Collection Services, the Municipality must upload a monthly Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s). The Claims Submission is to be submitted to SO within fifteen (15) Business Days of the end of each calendar month. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(iii) To receive payment for Depot Post-Collection Services for the Non-Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Non-Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(b) MHSW Services - Event.

(i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of

Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt of said invoice.

(c) Intentionally deleted.

3.3. Municipality will provide any additional back-up/supporting information reasonably requested by SO to verify the accuracy of the Claims Submissions from time to time.

3.4. The Municipality will not charge residential Generators of MHSW for collection of MHSW at its Depots or Events.

3.5. Late Submission Penalties

(a) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii) and (iii), (b) and (c).

For section 3.2(a)(i) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO by the end of the following calendar quarter.

(b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

3.6. The price paid to Municipality herein for MHSW Services will not at any time exceed the prices charged by the Municipality for similar services to other producers or product stewards or their organizations. SO may amend Schedule "C" to match any better pricing extended for such services at any time by the Municipality and upon delivery of same to the Municipality this Agreement will be deemed to have been amended accordingly.

4.0 Term

4.1. The initial term of this Agreement will be eighteen months (July 1, 2011 to December 31, 2012).

4.2. This Agreement will automatically renew for up to four (4) successive one year terms unless either party provides at least ninety (90) days advance written notice of termination prior to the expiration of the then-current term.

5.0 Title and Compliance with Laws

5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW

must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule E, as amended from time to time.

- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 SO Policies, Standards and Guidelines

- 6.1. SO has developed, and may develop or amend from time to time policies, standards and guidelines relevant to the provision of the MHSW Services.

At the time of entering into this Agreement, the SO policies, standards and guidelines relevant to the provision of the MHSW Services herein are referenced in Schedule "E".

Municipality will comply and will ensure that any of its contractors supplying MHSW Services comply, with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services. SO will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on SO's website as they are developed and Municipality agrees to comply with the provisions of such new or amended policies, standards and guidelines in providing and contracting for the MHSW Services hereunder unless Municipality provides written notice stating otherwise within twenty (20) Business Days of receiving such communication.

7.0 Promotion and Education

- 7.1. Proper education and promotion of the MHSW Program Plan is essential to its success. Municipality will work cooperatively with SO in undertaking such promotion and education activities with respect to the MHSW Program Plan and collection of the Obligated MHSW as set out in Schedule "D" and as may otherwise be reasonably requested by SO from time to time.

8.0 Indemnity and Insurance

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or

Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.

- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include SO as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming SO as an additional insured with the following language:

"Stewardship Ontario and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to SO upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that SO will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of SO.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, SO:
 - (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either SO or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided

herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to SO will be delivered to:

Director, Channel Management MHSW
Stewardship Ontario
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6
Facsimile: (416) 323-3185
Email: serviceprovider@stewardshipontario.ca

Notices to The Municipality will be delivered to:

Pamela Antonio, Waste Management Coordinator
County of Oxford
21 Reeve Street, P.O. Box 1614
Woodstock, ON N4S 7Y3
Facsimile: (519) 485-6593
Email: pantonio@oxfordcounty.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

13.0 Amendment and Waivers

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party other than as provided for in section 3.6 of this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

- 18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does

not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or SO (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination.
- 19.3. SO may terminate this Agreement for any reason whatsoever without cause, cost or penalty, save and except for matters arising prior to termination, upon providing Municipality with ninety (90) days written notice.
- 19.4. SO may terminate this agreement immediately upon written notice to the Municipality if:
 - (a) the Municipality assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by SO as per section 6.1; or
 - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1; or
 - (d) a receiver or trustee is appointed for any part of the assets of SO.

20.0 Survival

- 20.1. Articles 8 and 26 of this Agreement will survive termination or expiry and continue in full force and effect:

21.0 Additional Conditions

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

22.0 Entire Agreement

22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 Headings for Convenience Only

23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 Governing Law

24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 Legislation References

25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 Confidentiality

26.1. Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information.

27.0 Rights and Remedies

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

- (a) are cumulative and any one or more may be exercised;
- (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
- (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 Schedules

28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of
the date first set out above.

STEWARDSHIP ONTARIO

by: _____

Name: Gemma Zecchini

Title: Chief Executive Officer

MUNICIPALITY

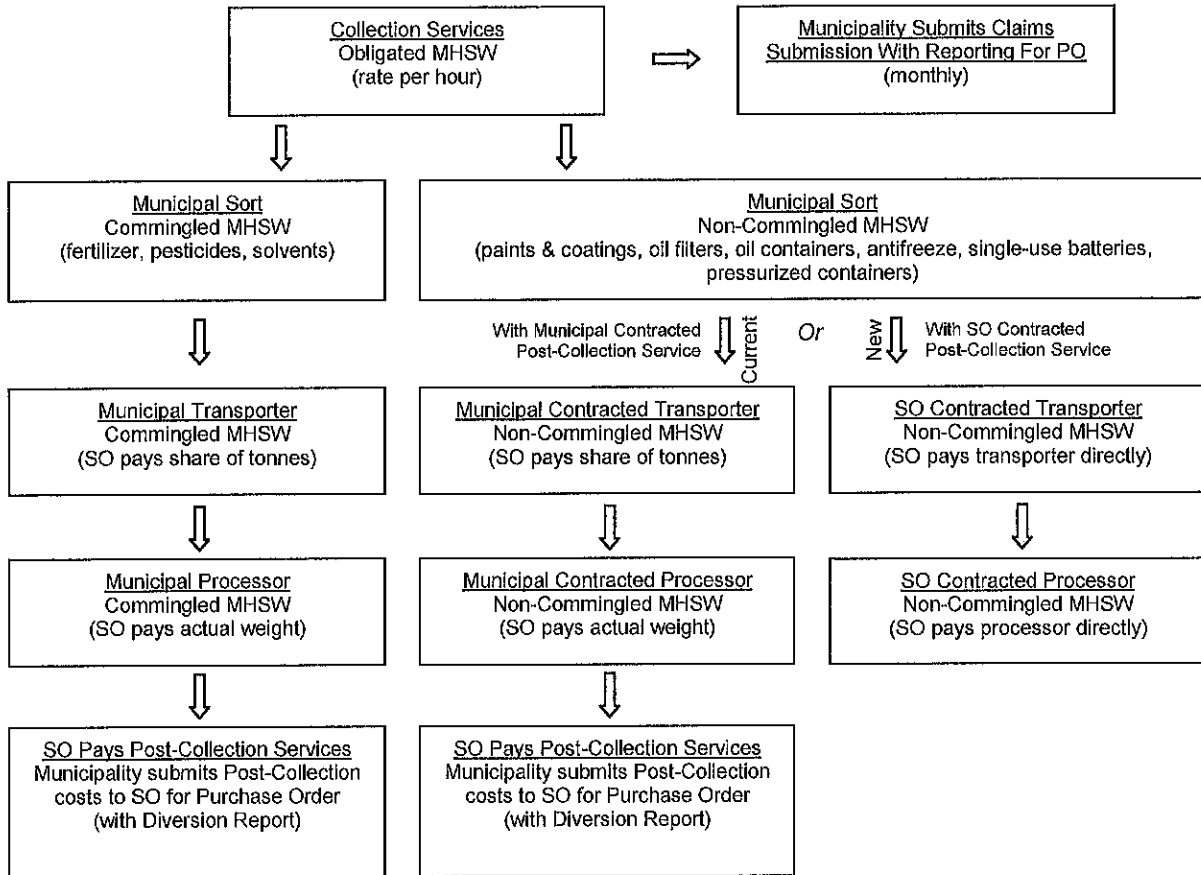
by: _____

Name:

Title:

SCHEDULE "A" – MHSW SERVICES

DEPOT



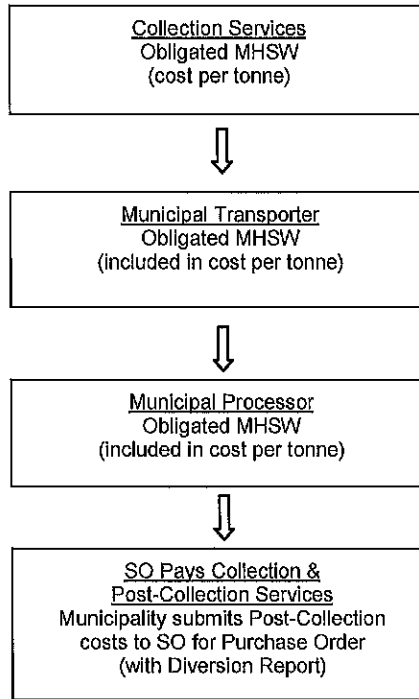
The Municipality or the Municipality's Service Provider provides Depot Collection Services for Obligated MHSW. SO pays the Municipality an hourly rate for the Collection Services.

Commingled MHSW may be commingled with other non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and SO will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled MHSW.

Non-Commingled MHSW are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up at the designated, scheduled time by:

- a) a municipal contracted transporter for delivery to a municipal contracted End Processor, each of whom must agree to adhere to SO's Transportation and Processor Standards, as the case may be until such time as SO provides the Municipality with thirty (30) days notice that SO has its own contracted Service Providers to manage Post-Collection Services, or
- b) an SO contracted transporter, if thirty (30) days have passed since SO provided notice to the Municipality that SO has its own contracted Service Providers to manage Post-Collection Services.

EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for Obligated MHSW. The Municipality may combine Events with other activities, including collection of non-Phase 1 MHSW. SO pays the Municipality a cost per tonne of Obligated MHSW as per Schedule "C" for the Collection and Post-Collection Services.

SCHEDULE "B" – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect Obligated MHSW Materials from its residents according to the following Collection Accessibility Schedules.

Depots

| MHSW Depot Name | Address | Days & Hours of Operation | Operating Season | Total Hours | Notes |
|------------------|--|---|------------------|-------------|-------|
| Oxford HHW Depot | 384060 Salford Road South-West Oxford, ON N0J 1W0 | Thursday and Friday 8am-4:30pm Saturday 8am-4:00pm | Year Round | 1,300 | |

Total Reimbursable Hours of Operation: 1,300

Events

| Date | Location | Address | Collection Hours | Service Provider |
|--------------------|-------------------------------|---|------------------|------------------|
| September 17, 2011 | Woodstock Public Works Yard | 944 James Street Woodstock, ON N4S 0B5 | 8am – 12pm | Hotz |
| May 5, 2012 | Woodstock Public Works Yard | 944 James Street Woodstock, ON N4S 0B5 | 8am – 12pm | Hotz |
| May 12, 2012 | Tillsonburg Public Works Yard | 20 Spruce Street Tillsonburg, ON N4G 4Y5 | 8am – 12pm | Hotz |
| June 2, 2010 | CAMI Automotive | 300 Ingersoll Street Ingersoll, ON N5C 4A6 | 8am – 12pm | Hotz |

Total Events per Quarter

| Q1 | Q2 | Q3 | Q4 |
|----|----|----|----|
| 0 | 3 | 1 | 0 |

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules to SO for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by SO, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: _____

SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality a rate of **\$38.12** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "B", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the hourly rate.

For MHSW Services – Event, SO will pay the Municipality a rate of **\$1,100.00** per tonne of Obligated MHSW plus applicable taxes.

INITIALLED BY MUNICIPALITY: _____

SCHEDULE "D" – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Obligated MHSW and the Orange Drop brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge SO for any promotion or education activities unless SO has agreed to such charges in advance in writing. SO's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule "B").

If the Municipality has a waste management webpage then the Municipality will post the Collection Accessibility Schedules, the Orange Drop logo and a link to www.makethedrop.ca on the aforementioned webpage at no cost to SO.

The Municipality must submit to SO draft copies of all publications using SO trademarks and logos for approval, which SO may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to the Stewardship Ontario name or any brand owned by SO, such as Orange Drop.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest

SCHEDULE "E" – SO STANDARDS

Commingled Materials

- Fertilizers, and the containers in which they are contained,
- Pesticides, and the containers in which they are contained, and
- Solvents, and the containers in which they are contained,

that are Obligated MHSW;

Non-Commingled Materials

- Antifreeze, and the containers in which it is contained,
- Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil,
- Oil filters – after they have been used for their intended purpose,
- Paints and Coatings, and containers in which they are contained,
- Pressurized containers, and
- Single-use dry cell batteries,
-

that are Obligated MHSW;

The following are SO's standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on www.stewardshipontario.ca/service_providers/vendor_standards

Municipal Hazardous or Special Waste Program Standards for Collection Site Operators

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the SO standards as well as with applicable laws and regulations

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2), can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Standards for Collection Site Operators define the minimum operating requirements to qualify as a Stewardship Ontario collection site for municipal hazardous or special waste. Collection sites must also agree to and comply with Stewardship Ontario's Terms and Conditions¹.

The Standards for Collection Site Operators do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection sites' responsibility to be aware of, and abide by, all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

¹ The terms and conditions for collection site operators for phase 1 of the MHSW Program can be found at http://www.stewardshipontario.ca/sites/default/files/SO_CSO-TermsandConditions.pdf. Revisions to reflect changes under the consolidated program will be published as soon as they become available.

Who this applies to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which MHSW is received from the public or via the site's internal operations from which a transporter will pick up MHSW and transport it to either i) an approved consolidation site operator, or ii) an approved MHSW processor. These Standards apply to the following two types of collection sites:

1. **Type A sites:** Sites that receive a wide range of MHSW, and
2. **Type B sites:** Sites that collect one or more of the following wastes:
 - Batteries;
 - Paints and coatings;
 - Mercury-containing materials (including switches and fluorescent lamps);
 - Pharmaceuticals;
 - Sharps;
 - Antifreeze and oil filters defined as selected waste as per R.R.O. 1990, O. Reg. 347 clause 44(1).

Enforcement of these Vendor Standards:

Collection site operators shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario;
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

| |
|--------------------------------|
| 1. General Requirements |
|--------------------------------|

All MHSW collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability. Except in the case of self-insurance, MHSW collection site operators must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type A collection sites shall be:

- In compliance with all terms in their MOE Certificates of Approval;
- Registered with the MOE's Hazardous Waste Information Network (HWIN);

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type B collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).
- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the MHSW Program.

2. Occupational Health and Safety

All MHSW collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000*;
 - *Occupational Health and Safety Act, 1990*;
 - *Workplace Safety and Insurance Act, 1997*;
 - *Canada Labour Code*.
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.

- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
- Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3. Staff Training

All MHSW collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack MHSW in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between waste products that are eligible for collection services under the consolidated MHSW Program and those that are not (refer to Appendix B).
- 3.4 Update staff training based on any changes made to MHSW Collection Site Vendor Standards.
- 3.5 Document and maintain records of staff training.

4. Waste Packing Protocols

All MHSW collection site operators shall:

- 4.1 Pack waste according to the Ministry of the Environment waste classes outlined in Appendix A.
- 4.2 Ensure that MHSW is handled and stored as follows:

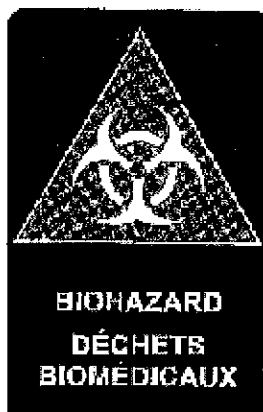
For Type A collection sites:

In accordance with the conditions laid out in their respective Certificates of Approval and all applicable laws and regulations.

For Type B collection sites:

- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - Paints and coatings: minimum of eight (8) 205 L drums/two standard gaylord boxes or one week of paints and coatings received at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick up of MHSW; and

- Have adequate security measures in place to prevent MHSW from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container² or equivalent, as supplied by Stewardship Ontario or a Stewardship Ontario-approved service provider³. If using a non-UN approved container, the permit for equivalent level of safety must be presented to Stewardship Ontario.
- 4.4 Pack sharps in a puncture-resistant leak-proof container dedicated specifically for that purpose⁴:
- The sharps container shall have a lid which can't be removed once it has been permanently closed.
 - The container shall have a prominently displayed universal biohazard symbol, as shown below, permanently affixed to an outer surface of the container.
 - The label shall contain the words "BIOHAZARD/DÉCHETS BIOMÉDICAUX" (or equivalent) as its legend. The symbol and legend shall clearly contrast with the background.
 - The colour of the container must be yellow, indicating that the biomedical waste does not require incineration.



- 4.5 Pack fluorescent tubes in either fibre drums or storage boxes or other appropriate containers that are suitable in size (i.e., that correspond to the different tube lengths collected) or in containers supplied by Stewardship Ontario.

² Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.



³ All containers are either supplied by Stewardship Ontario or by a Stewardship Ontario service provider. Alternatively, if a collection site operator incurs costs related to containers, they will be reimbursed by Stewardship Ontario subject to having a negotiated agreement in place.

⁴ On average, at least half of the users returning sharps for proper disposal do so in containers that do not meet this standard (e.g., hard-shell containers, such as water bottles and bleach containers are used instead). In those instances, collection sites should not refuse or attempt to re-pack those sharps. Instead, non-conforming containers should be placed in an appropriate transport container (preferably a cart) with the conforming containers.


- 4.6 Pack batteries in either one of the following container types:
- Battery box that measures 12”h x 8”d x 6”w;
 - 2 - or 5-gallon pail;
 - 205 litre drum.
- 4.7 Bulky items, such as 20-lb. propane tanks, must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 4.8 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator’s Certificate of Approval Storage Requirements. Waste material collected at event days is a special case, since it may not always be possible to fill a transport container of a given waste class to capacity.
- 4.9 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage for the following waste classes when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 112C inorganic acids;
 - 121C inorganic alkalines;
 - 148I inorganic oxidizers;
 - Any other transport container that holds glass containers.
- 4.10 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 4.11 Contamination allowances
- The maximum contamination allowance is 5%. This is a volume-based allowance assessed on individual drums for a given waste class.
 - Contamination levels in transport containers (mis-packed MHSW, non-program wastes as identified in Appendix B) will be monitored by Stewardship Ontario through random sampling. MHSW collection site operators will be required to take corrective action if contamination allowances are exceeded. Stewardship Ontario reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance.

Appendix A – Waste Packing Protocols



Please note: Waste materials in each individual row (as numbered in the first column on the left) are required to be packed separately (even though they may be packed under the same waste class)

| # | Waste Class | Instructions | Product Examples |
|---|--|--|--|
| 1 | 112 – Inorganic Acids pH ≤2.5 | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport | Products bearing the bony hand symbol  Cleaners, acidic Rust stain remover pH reducer Bluestone crystals Soldering flux Copper patina for solder Drain opener, acidic Concrete etch Descaler Wood cleaner and brightener |
| 2 | 112 – Small Sealed Lead Acid Batteries | <ul style="list-style-type: none"> • Metal containers must be lined with plastic • Leaking and/or corroding batteries must be bagged | Typically used to power personal uninterruptible power supply (UPS) units, local emergency lighting and wheelchairs |
| 3 | 121 –Inorganic Alkaline Materials pH ≥12.5 | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport | Products bearing the bony hand symbol  Cleaners and degreasers, alkaline Concrete, cement and mortar mixes Stain and scale controllers Drain openers, alkaline Grout Disinfectant pH Up Deck washes Ammonia Mildew tile cleaner Bleach cleaner Lime sulphur Garden sulphur |
| 4 | 121– Mixed Batteries (Alkaline, NiCd, | <ul style="list-style-type: none"> • Metal containers must be lined with plastic | Single-use and rechargeable batteries of all sizes (e.g., button cell, AA, AAA, DD) |

| # | Waste Class | Instructions | Product Examples |
|---|---|--|--|
| | NiHM, Lithium) | <ul style="list-style-type: none"> • Leaking and/or corroding batteries must be bagged • Lithium batteries must be either taped or put into individual bags and packed with vermiculite | |
| 5 | 145* – Paints, Stains and Coatings <i>*If transporting under manifest, must be shipped as 145-B; if not transporting under manifest, follow TDG requirements</i> | All paint collection/transport containers must be packed with larger paint containers at the bottom, smaller paint containers on top, and all paint containers must be stacked upright | Latex paint Alkyd (oil) paint Water-based stains and coatings Alkyd (oil)-based stains and coatings |
| 6 | 146* – Fluorescent Lamps <i>*If transporting under manifest, must be shipped as 146; if not transporting under manifest, follow TDG requirements</i> | <ul style="list-style-type: none"> • Fluorescent tubes must be placed in boxes long enough to accommodate the longest tubes collected • Bulbs must be placed in any of the other eligible containers | Fluorescent tubes, compact fluorescent bulbs |
| 7 | 147 – Fertilizers | | Indoor plant food Transplant fertilizer Iron chelate Plant starter Liquid plant food Aluminum sulphate Super phosphate Bone meal Weed & feed Food spikes Garden mix soil Dolomitic lime Fish-based plant food Ammonium nitrate fertilizer |

| # | Waste Class | Instructions | Product Examples |
|----|--|--|--|
| 9 | 148 – Mercury-containing Measuring Devices | Brand and manufacturer information must be recorded on the log sheet presented in Appendix C | Thermometers and barometers that contain mercury |
| 10 | 148 – Inorganic Oxidizers | | <p>Some products may bear the bony hand symbol</p>  <p>Chlorinating liquid Timber care wood colour brightener Bromine tablets, powders, pucks Chlorinating tablets, powders, pucks Chlorine-free oxidizer Cleaners, oxidizing</p> |
| 11 | 212 – Antifreeze | | |
| 12 | 242 – Pesticides | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport | Insecticides Pesticides Garden sprays Algaecides Fungicides Larvacides End cut preservative |
| 13 | 243 – PCB Ballasts 252 – Non-PCB Ballasts | Ballasts must be examined to determine if they contain PCBs. Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada ⁵ . Generally speaking, ballasts made before 1980 are likely to contain PCBs. | Askarel liquids, such as Aroclor, Pydraul, Pyranol, Therminolds, Inerteen and other PCB-contaminated materials |

⁵ Please refer to the documents pertaining to the identification of lamp ballasts containing PCBs on Environment Canada's website: <http://www.ec.gc.ca/Publications/default.asp?lang=En&xml=F1D91988-3B5E-4956-A705-78D054685FFE>

| # | Waste Class | Instructions | Product Examples |
|----|---|--|---|
| | | PCB-containing ballasts must be segregated from non-PCB units | |
| 14 | 252- Oil Filters | | |
| 15 | 261 - Pharmaceuticals | | Prescription drugs Non-prescription drugs Natural health products (e.g., vitamins, echinacea) Medical inhalers Plant start (hormone-containing) Stim-Root Flea powder Insect repellent Pet shampoos |
| 16 | 263 - Miscellaneous Organics, including Liquid Fuels and Liquid Flammables <i>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes:</i> 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport | <p>Products may bear the flammable symbol</p>  <p>or the words "keep away from flames or sparks"</p> <p>Products may bear the poison symbol</p>  <p>Fuel (e.g., fondue, camping, lighter, cooking, home heating) Fuel conditioner, fuel stabilizer, fuel injector BBQ starter fluid & charcoal starter Gasoline Diesel Gas/oil mixes Aftershaves and perfumes Nail polish remover Isopropanol Wood preservative Citronella Enamel reducer and enamel solvent Acetone Linseed oil Lacquer thinner Gasoline antifreeze Methyl alcohol Paint thinner Degreaser Paint brush cleaner Liquid sandpaper Methyl hydrate</p> |

| # | Waste Class | Instructions | Product Examples |
|----|-----------------------------|---|--|
| | | | Auto body filler Rubber cement Solvent cement Adhesive Power steering fluid Transmission stop leak Silicone emulsion Mastic Anti-seize compound Waxes and polishes Silicones Drywall compound Wallpaper stripper Foundation coating Sealant and asphalt undercoating Roof repair cement Pothole patch Plastic cement Products bearing the words "CAUTION IRRITANT" Cleaners (fabric, multipurpose, bathroom, wood, floor, metal) Detergents Dishwashing liquid |
| 17 | 263 – Organic Oxidizers | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport. An appropriate-sized container (e.g., 5L-UN compliant box) should be used | Hardeners containing organic peroxides |
| 18 | 312 – Pathological (Sharps) | | Disposable injection needles Acupuncture needles Syringe cylinders |
| 19 | 331 – Aerosols | If an Equivalent of Safety Permit has been granted to use gaylord boxes for the transport of aerosol cans, a 10-ml plastic liner must be used to prevent leakage of residual liquids. | Spray paints Spray lubricants Penetrants Spray adhesive Spray cleaner Spray air fresheners Airwick air freshener Spray beauty products Spray insecticides Pruning spray Flea spray Insulating foam |

| # | Waste Class | Instructions | Product Examples |
|----|--|--------------|---|
| 20 | 331 – Propane Cylinders | | |
| 21 | 331 – Oxygen, Nitrogen, All Other Compressed Gases | | |
| 22 | 331- Fire Extinguishers | | |
| 23 | Empty Containers | | Oil containers Antifreeze containers Windshield washer containers Automotive additive containers |

Appendix B – Waste Types Not Designated Under the MHSW Program

The following waste types are not designated under the MHSW Program:

- Ammunition, flares, fireworks
- Carbon monoxide detectors
- Lead acid batteries from vehicles
- Lubricating oil
- Natural health products (NHPs) in food format (e.g., yogurt, orange juice)
- NHPs that **do not** have a Natural Product Number (NPN), i.e., unlicensed NHPs
- Non-fluorescent light bulbs (LED, incandescent)
- Non-mercury containing measuring devices
- Thermostats (both mercury and non-mercury)
Note: Thermostats are managed through the Switch the 'Stat Industry Stewardship Plan
- Personal care products not packaged in aerosol containers (e.g., sunblock lotions, creams, shampoo, deodorant). To clarify, only those creams and lotions that are either antifungal or antibiotic are designated under the program. All other creams and lotions are excluded.
- Smoke detectors

Please note: This list will be updated as further sampling work is carried out by Stewardship Ontario. Collection site service providers will be informed accordingly.

**Appendix C – Information to be Recorded
for Mercury-Containing Measuring Devices**

| Item Number | Instrument Type <i>(e.g., Thermometer, Barometer)</i> | Make <i>(Manufacturer or Brand Name)</i> | Model |
|--------------------|---|--|--------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

Municipal Hazardous or Special Waste Program Transportation Standards

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the transporter is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the transporter is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Transportation Standards define the minimum operating requirements to qualify as a Stewardship Ontario Transporter of municipal hazardous or special waste. Transportation service providers also agree to and comply with Stewardship Ontario's Terms and Conditions.

The Transportation Standards do not absolve transporters from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the transporters' responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

Who this applies to:

For the purposes of these standards, a *Transporter* means any person or firm duly registered with Stewardship Ontario as authorized to transport MHSW.

Enforcement of these Vendor Standards:

Transportation service providers shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by transportation service providers, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

| |
|--------------------------------|
| 1. General Requirements |
|--------------------------------|

All transportation service providers shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate. Transportation service providers must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Possess environmental liability insurance of not less than \$2,000,000.
- 1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
 - Ministry of the Environment Certificates of Approval;
 - Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - Federal *Transportation of Dangerous Goods Act* (TDGA);
 - Provincial *Dangerous Goods Transportation Act*, R.S.O. 1990, c. D.1;
 - *The Highway Traffic Act*, R.S.O. 1990, c. H.8;
 - *Canadian Environmental Protection Act, 1999* - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (EIHWHRMR);
 - *Public Vehicles Act*;
 - *Motor Vehicle Transport Act*;
 - *Compulsory Automobile Insurance Act*;
 - *Fuel Tax Act*.

- 1.5 Be in compliance with Ontario's Commercial Vehicle Operator's Registration (CVOR) system and the Carrier Safety Rating (CSR) program and provide proof of such compliance to Stewardship Ontario within five business days upon request.
- 1.6 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.
- 1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:
 - Occupational health and safety regulations;
 - Transportation regulations;
 - Hazardous waste management regulations (shipping).
- 1.8 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.
- 1.9 Maintain all records for a minimum of two years or longer as required by law, including waste manifests and bills of lading.
- 1.10 Provide notice to Stewardship Ontario of any relevant fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.

2. Occupational Health and Safety

All transportation service providers shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
 - *Employment Standards Act, 2000;*
 - *Occupational Health and Safety Act, 1990;*
 - *Workplace Safety and Insurance Act, 1997;*
 - *Canada Labour Code.*
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the use of personal protection equipment;
 - Safeguarding hazardous mechanical processes.

3. Staff Training

All MHSW transportation service providers shall:

- 3.1 Ensure that drivers are trained and certified as per *Transportation of Dangerous Goods Act* and the requirements of any other applicable legislation.
- 3.2 Ensure that drivers are trained in the consolidated MHSW Program requirements.
- 3.3 Train staff on their emergency response plan.
- 3.4 Document and maintain records of staff training.

4. Transportation-Specific Requirements

- 4.1 All waste must be transported in an approved UN container⁶ or equivalent, as supplied by Stewardship Ontario or a service provider to Stewardship Ontario. If using a non-UN approved container, the permit of equivalent level of safety must be presented to Stewardship Ontario.
- 4.2 All vehicles used to transport MHSW must have an enclosed cargo area.
- 4.3 All materials transported must be contained in accordance with TDGA requirements.

5. Material-Specific Transportation Standards

| Material | Standard |
|------------|---|
| Antifreeze | To be eligible for the transportation incentive, the minimum glycol concentration of the antifreeze that is transported must be 30%. Transporters must make available upon request the test results showing glycol concentrations of bulk and lab-packed truck loads transported to an approved processor. The approved transporter is responsible for the testing. |
| Sharps | The waste may only be transported by a waste management company for which a waste management system certificate of approval has been issued under Part V of the EPA. In addition, the vehicle used for the transportation of waste sharps must meet the standards outlined in section 7.2 of <i>Guideline C-4: The Management of Biomedical Waste in Ontario</i> , November 2009 ⁷ . |

⁶ Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

⁷ Available at www.ene.gov.on.ca/publications/7397e.pdf

Consolidated Municipal Hazardous or Special Waste Program Processor Standards

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the processor is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the processor is required to comply with the SO standards as well as with applicable laws and regulations

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Processor Standards define the minimum operating requirements to qualify as a Stewardship Ontario processor of municipal hazardous or special waste. Processors must also agree to and comply with their respective Terms and Conditions.

The Processing Standards do not absolve processors from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the processors' responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

Enforcement of these Vendor Standards:

Processors shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by processors, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. General Requirements

All MHSW processors shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Possess environmental liability insurance with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
 - Ministry of the Environment Certificates of Approval;
 - Ontario Hazardous Waste Information Network registration requirements;
 - Ontario *Environmental Protection Act*, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - Federal *Transportation of Dangerous Goods Act* (TDGA);
 - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHRMR) under the *Canadian Environmental Protection Act*;
 - Applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.5 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.
- 1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:

- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations.
- 1.8 Document the downstream flow and handling of MHSW from receipt at their facility to each point of final disposition, including details on how the waste materials are processed at each point and the percentage of processed materials sent to each downstream processor. Stewardship Ontario will treat this information as confidential.
- 1.9 For out-of-province processors, demonstrate that they meet or exceed environmental health and safety standards equal to Ontario requirements.
- 1.10 Maintain all records for a minimum of two years, or as required by regulation, including manifests, bills of lading and waste records.
- 1.11 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.
- 1.12 Assume title to the recovered material once it has been made ready for market use, purchase or final safe disposal, at which point title will transfer to the processor and the monies obtained will help offset the costs of processing.

2. Occupational Health and Safety

All MHSW processors shall:

- 2.1 Identify and demonstrate compliance with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000;*
 - *Occupational Health and Safety Act, 1990;*
 - *Workplace Safety and Insurance Act, 1997;*
 - *Canada Labour Code* or equivalent in their area of jurisdiction.
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy. Processors shall supply Stewardship Ontario with valid certificates upon request and within five business days of such request.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements, or equivalent in their area of jurisdiction.
- 2.4 Implement and maintain an occupational health and safety (OHS) program to ensure compliance with applicable OHS legislation.

3. Material-Specific Requirements

Material-specific end-of-life management requirements are outlined in the Table 3.1 below.

Note: The material-specific standards outlined in Table 3.1 are the minimum standards that service providers are required to meet. A disposal standard has been set for waste materials for which no known commercially viable recycling process is available⁸. In these cases, processors who choose to pilot recycling processes would not be penalized for failing to meet the disposal standards outlined.

Table 3.1: Material-Specific End-of-Life Management Requirements

Note: Containers for which a recycling option is technically feasible, as identified in the Recyclability Status Table⁹, must be recycled.

| MHSW Category | MOE Waste Class | End-of-Life Management Requirements |
|-------------------|-----------------|---|
| Corrosives | 112 121 | Chemical treatment followed by water treatment and/or secure (hazardous) landfill |
| Batteries | 112 121 | <ul style="list-style-type: none"> • Staff must have received training in proper procedures for: <ul style="list-style-type: none"> - Identifying battery chemistries - Handling leaking or corrosive batteries - Identifying and handling batteries containing mercury, and - Handling unidentifiable batteries • Minimum recycling rates, not including energy-from-waste or slag applications: <ul style="list-style-type: none"> - Alkaline-manganese, zinc carbon, and zinc air batteries: 80% - Other single-use batteries: 37% - Rechargeable batteries: 60% |
| Paints & Coatings | 145 | <p>Paints and coatings must be segregated into respective recycling streams which may consist of:</p> <ul style="list-style-type: none"> • Alkyd paints • Latex paint • Solvent-based coatings • Water-based coatings • Metal containers • Plastic containers <p>Alkyd and latex paints must be recycled according to the following minimum rates:</p> <ul style="list-style-type: none"> • Alkyd paint: 75% • Latex paint: 75% <p>Solvent-based coatings must be handled in the following manner (in order of precedence):</p> <ol style="list-style-type: none"> 1) Recycle into new product – recycling rate subject to waste quality 2) Subject to fuel blending processes¹⁰ for poor quality wastes |

⁸ Under the *Waste Diversion Act*, landfilling, incineration and energy-from-waste are not considered recycling.

⁹ See http://www.stewardshipontario.ca/mhsw/pdf/municipal/recycle_status_phase1.pdf (table needs to be redone and reposted)

¹⁰ See footnote no. 5

| MHSW Category | MOE Waste Class | End-of-Life Management Requirements |
|--|-----------------|--|
| | | <p>Water-based coatings must be handled in the following manner (in order of precedence):</p> <ol style="list-style-type: none"> 1) Recycle into product 2) Fuel blending 3) Solidification and landfill <p>Containers must be recycled according to the following recycling rate target:¹¹:</p> <ul style="list-style-type: none"> • Metal containers: 90% • Plastic containers: 50% |
| Fluorescents ¹² | 146 | <ul style="list-style-type: none"> • Lamps must be broken in a negative pressure machine to allow separation of glass, aluminum, brass and phosphor-mercury powder • Individual components must be cleaned and tested for mercury content • Glass must be recycled into end product (e.g., fibreglass) • Metal must be reclaimed • Phosphoric powder must be separated from glass via mechanical separation. The phosphoric powder must be heated in a retort unit to separate the mercury from the phosphor powder • Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill |
| Fertilizers | 147 | <p>Must be handled in the following manner (in order of precedence):</p> <ol style="list-style-type: none"> 1) Reuse 2) Composting 3) Secure landfilling |
| <p>Mercury waste</p> <ul style="list-style-type: none"> • switches • thermometers, barometers, manometer | 148 | <p>Recover the different waste components¹³</p> <ul style="list-style-type: none"> • Glass tested for mercury content and recycled into new product • Plastic and metal recycled • Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill |

¹¹ Stewardship Ontario recognizes that metal and plastic are commodities that are subject to significant market fluctuations. As such, the stated recycling rates for paint and coating containers should be interpreted as goals rather than set targets.

¹² **Stewardship Ontario has been made aware that a Canada-wide standard for the proper collection, recycling and valorization of mercury-containing lamps is currently under development. Depending on the outcome, Stewardship Ontario may amend its processing standard for fluorescent lamps.**

¹³ Stewardship Ontario is awaiting input from Environment Canada on the preferred option for the management of mercury in end-of-life products

| MHSW Category | MOE Waste Class | End-of-Life Management Requirements |
|--|-----------------|--|
| Inorganic Oxidizers | 148 | Chemical treatment followed by secure (hazardous) / non-secure landfilling |
| Antifreeze | 212 | 100% recycled |
| Pesticides | 242 | Incineration in a hazardous incinerator or disposal in a secure (hazardous) landfill |
| Ballasts • PCB • Non-PCB | 243 252 | Ballasts must be examined to determine if they contain PCBs Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada ¹⁴ . Generally speaking, ballasts made before 1980 are likely to contain PCBs. <ul style="list-style-type: none"> - PCB-containing ballasts must be sent to hazardous incineration facility - Non-PCB ballasts that were built before 1991 may contain DEHP, a probable human carcinogen. These must be treated as PCB containing ballasts. - Ballasts not containing either PCBs or DEHP metal must be reclaimed |
| Oil Filters | 252 | 100% recycled |
| Pharmaceuticals (including medical inhalers) | 261 | Incineration |
| Miscellaneous Organics Liquid Flammable Fuels | 263 | Miscellaneous Organics: Fuel blending ¹⁵ Landfill (after solidification) Hazardous landfill – where needed Flammables: Fuel blending Fuels: Fuel blending |
| Organic Oxidizers, e.g., organic peroxides | 263 | Incineration at a hazardous facility |
| Sharps | 312 | As per MOE Guideline C-4 ¹⁶ , may be treated with non-incineration methods provided the technology will reduce bacterial spores of <i>B. stearothermophilus</i> within the waste by a level of 6 Log ₁₀ (99.9999%) |

¹⁴ Please refer to the documents pertaining to the identification of lamp ballasts containing PCBs available on Environment Canada's website at <http://www.ec.gc.ca/Publications/default.asp?lang=En&xml=F1D91988-3B5E-4956-A705-78D054685FFE>

¹⁵ Stewardship Ontario expects to implement a research and development project to recycle certain types of liquid fuels and solvents. If the project results in a viable alternative to fuel blending for certain materials, this standard will be modified.

¹⁶ See www.ene.gov.on.ca/publications/7397e.pdf

| MHSW Category | MOE Waste Class | End-of-Life Management Requirements |
|---------------|-----------------|--|
| Aerosols | 331 | <ul style="list-style-type: none">• Empty aerosol containers:<ul style="list-style-type: none">– Processed in accordance to Material Recycling Facility (MRF) Certificate of Approval• Aerosol containers containing residual matter:<ul style="list-style-type: none">– Aerosols are punctured– Residual is discharged and fuel blended– Metal containers are recycled– Plastic caps are recycled |

INITIALLED BY MUNICIPALITY: _____

TO: M. Bragg, Acting CAO

FROM: P. Antonio, Waste Management Coordinator
M. Campbell, Operations Manager
R. Walton, Director of Public Works

SUBJECT: Municipal Hazardous or Special Waste Funding from Waste Diversion Ontario/Stewardship Ontario

RECOMMENDATION:

That a by-law be raised to authorize the Warden and CAO to sign a Municipal Hazardous or Special Waste (MHSW) Management Shared Responsibility Agreement with Stewardship Ontario, based on terms and conditions summarized in Attachment No. 1 to Report D-1 2008-89.

PURPOSE:

The purpose of this report is to request approval to enter into an agreement with Stewardship Ontario relating to shared responsibility for Municipal Hazardous or Special Waste (MHSW) in order to receive funding through the MHSW Program Plan developed by Stewardship Ontario. MHSW is a component of Household Hazardous Wastes (HHW).

BACKGROUND:

On December 12, 2006, the Ontario Minister of the Environment required that Waste Diversion Ontario (WDO) develop a waste diversion program for MHSW and that Stewardship Ontario act as the industry funding organization to develop and implement the Program Plan for WDO.

The MHSW Program Plan was approved by the Ontario Environment Minister on February 19, 2008. The Plan was launched on July 1, 2008.

The County currently operates five HHW special event collection days throughout the County and one permanent HHW depot as of December 1, 2008. The costs for the HHW program are financed through the County Waste Management Operating Budget.

As of July 1, 2008, brand owners and/or first importers responsible for Phase 1 materials defined in the MHSW Program Plan (see list below) are obligated to pay steward fees which will be used to finance municipal costs incurred for the recycling and/or proper disposal of these materials. Municipalities will continue to be responsible for the collection costs for the MHSW.

Phase 1 of the MHSW program includes the following materials:

- . paints and stains and their containers;
- . solvent such as thinners for paint, lacquer and contact cement, paint strippers and degreasers, and their containers;
- . used oil filters;
- . oil containers of 30 litres or less for a wide range of oil products such as engine and marine oils, and hydraulic, power steering and transmission fluids;
- . single use, dry cell batteries such as alkaline-manganese, zinc-carbon, lithium and button cell batteries (e.g., non-rechargeable batteries that are meant to be removed and replaced by the consumer);
- . automotive antifreeze (engine coolant) and related containers;
- . pressurized containers such as propane tanks and cylinders;
- . fertilizers, for example, plant food or plant nutrients containing nitrogen, phosphorus, potassium (N-P-K); and
- . fungicides, herbicides, insecticides and pesticides and their containers.

The MHSW Program Plan also provides for funding for promotion and education of the public for the safe disposal of MHSW. The promotion and education will result in higher volumes of MHSW brought to the County's HHW Special Event Collection Days and upcoming permanent HHW Depot.

The MHSW Program Plan also identifies Phase 2 materials (see list below). The Minister will notify WDO at a later date when these materials are expected to be included in the Plan. Phase 2 of the MHSW program is expected to include the following materials:

- . batteries (other than single use dry cell (i.e., rechargeable));
- . aerosol containers;
- . portable fire extinguishers;
- . fluorescent light bulbs and tubes;
- . pharmaceuticals;
- . sharps, including syringes;
- . switches that contain mercury, thermostats, thermometers, barometers, or other measuring devices that contain mercury.

FINANCIAL IMPACT

The 2008 budgeted amount for Household Hazardous Waste Removal is \$120,000. Preliminary estimates place MHSW Program Funding at approximately \$16,377 for MHSW Phase 1 material processed at these events (See Table One).

Table One: Estimated MHSW Funding to be Received for HHW Special Event Days Operated on September 6th and 20th, 2008

| Phase 1 MHSW Item | Lab Pack Factor (% of Phase 1 MHSW) | Invoiced Amount | Estimated Rebate from MHSW Funding Program |
|----------------------------------|-------------------------------------|--------------------|--|
| Paints and Coatings | 94% | \$13,189.80 | \$12,398.41 |
| Pressurized Cylinders | 100% | \$195.44 | \$195.44 |
| Aerosols | 37% | | |
| Flammables | 44% | \$6,788.52 | \$2,986.94 |
| Oxidizers | 27% | \$560.52 | \$151.34 |
| Pesticides | 22% | \$1,344.21 | \$295.72 |
| Batteries | 71% | \$317.22 | \$225.22 |
| Oil Filters | 100% | \$124.56 | \$124.56 |
| Antifreeze – Bulked or Labpacked | 100% | | |
| Antifreeze containers – empty | ** | | |
| Oil containers | ** | | |
| Oil containers –with oil | ** | | |
| Total | | \$22,520.27 | \$16,377.63 |

**Note – Managed through Stewardship Ontario's Transportation and Processing Incentive System for oil filters, oil containers, antifreeze and antifreeze containers.

The County can expect MHSW funding for 2009 to fall between 35% and 50% of program costs for Phase 1 materials only. While the bulk of Phase 1 material processed by the County is paints and coatings, funding will be dependent on the type of material processed and variance may occur with the types of material collected.

COMMENTARY:

The County currently receives funding from Stewardship Ontario under the Blue Box Program Plan. The MHSW Program Plan is the second approved program under the *Waste Diversion Act, 2002*. The MHSW shared responsibility agreement will provide municipalities with funding for the costs of proper disposal/recycling of the MHSW while municipalities will continue to be responsible for the collection costs of the MHSW.

The Stewardship Ontario MHSW funding agreement will assist the County in recovering some of its operating expenditures while increasing the quantity of MHSW materials properly managed. The attached agreement has been negotiated as a standard form agreement with all municipalities, which may be amended from time to time as the MHSW Program Plan undergoes changes. This agreement has been reviewed by legal counsel on behalf of the County, and the County insurer.

As noted in Attachment No. 1, one of the terms of the MHSW Management Shared Responsibility Agreement is that there may be future amendments to the Agreement to reflect changes to the MHSW Program. County Council will be notified of any amendments to the agreement as they arise.

"Michael Campbell"

Michael Campbell, M.Sc., P.Eng.

"Robert Walton"

Robert Walton, P.Eng.
Director of Public Works

"Pamela Antonio"

Pamela Antonio, BES, MPA
Waste Management Coordinator

"Michael Bragg"

Michael Bragg
Acting CAO

Dated: October 16, 2008

Attachment No. 1 Municipal Hazardous or Special Waste (MHSW) Management Shared
Responsibility Agreement with Stewardship Ontario

Phase 1, 2, and 3 MHSW Program Materials

Phase 1 Materials – to be funded by Stewardship Ontario

- paints and coatings, and containers in which they are contained;
- solvent, and containers in which they are contained;
- oil filters, after they have been used for their intended purpose;
- containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil;
- single use dry cell batteries;
- antifreeze, and containers in which they are contained;
- pressurized containers such as propane tanks and cylinders; and
- fertilizers, fungicides, herbicides, insecticides, or pesticides and containers in which they are contained

Phase 2 Materials – to be funding by the Province

- batteries (other than single use dry cell);
- aerosol containers;
- portable fire extinguishers;
- fluorescent light bulbs and tubes;
- pharmaceuticals;
- sharps, including syringes;
- switches that contain mercury; and
- thermostats, thermometers, barometers, or other measuring devices containing mercury.

Phase 3 Materials – to be funded by the Municipalities

- Adhesives, contact cements, glues, epoxies
- Some automotive additives for fuel systems and engine
- Automotive waxes
- Caulking
- Fiberglass resins
- Lighter/starter fluids
- Paint/furniture strippers
- Furniture/floor waxes
- Tar/under coatings/driveway sealers
- Windshield washer fluids
- Kerosene, diesel, gasoline, camping fuels
- waterproofing solutions
- Foundation coatings
- Automotive paint, high heat paint
- Cosmetic removers such as nail polish removers
- Some photo-chemicals



Stewardship Ontario

Date: December 3, 2013

From: Stewardship Ontario and Product Care Association
To: All Municipalities Providing MHSW Collection Services

Re: Amendment to MHSW agreement and proposed partial assignment to Product Care Association for ISP materials

Each municipality participating in the MHSW program will have recently received a 2014 amendment agreement from Stewardship Ontario. This memorandum is intended to provide information to municipalities about how the MHSW agreement (as amended) will be affected if the proposed Product Care Association Industry Stewardship Plans (ISPs) are approved.

1. Background to ISPs:

Product Care Association (PCA) (www.productcare.org) has submitted two ISPs to Waste Diversion Ontario (WDO), one for paint, and the other for solvents, pesticides and fertilizers, all of which are currently part of the Municipal Hazardous or Special Waste (MHSW) Program managed by Stewardship Ontario. ISPs are an alternative method for stewards to manage and fund their designated waste, instead of paying fees to an Industry Funded Organization such as Stewardship Ontario.

WDO held consultations on PCA's ISPs on October 23 and November 5, 2013. They can be viewed here: <http://www.wdo.ca/programs/industry-stewardship-plans/>. WDO is continuing to meet with stakeholders to follow up on the issues raised.

PCA is a not-for-profit industry association that manages product stewardship programs for household hazardous and special waste on behalf of its members across Canada. PCA has attended a number of municipal meetings to explain the proposed ISPs and the partial assignment concept. For additional information, see <http://www.productcare.org/Ontario>.

2. Amendment of MHSW agreement effective January 1, 2014

One of the changes created by the municipal MHSW amendment agreement is the division of the hourly rate into component amounts for each of the MHSW phase 1 products. While the **total hourly rate is unchanged**, the statement of the rate in component amounts will facilitate the assignment of responsibility for specified MHSW products to an ISP, if approved. The component amounts in the amendment agreement reflect the determination by Stewardship Ontario and PCA that the split of the cost of the hourly rate will be an aggregate of 81.7% for PCA the ISP products and an aggregate of 18.3% for Stewardship Ontario for the remaining MHSW phase 1 products, for a total of 100%.

3. Partial assignment of MHSW agreement subject to ISP approval

It is the intention of Stewardship Ontario, subject to WDO's approval of PCA's Industry Stewardship Plans for phase 1 paints, stains and coatings, solvents, and fertilizers and pesticides, to partially assign the MHSW agreement to PCA with regard to the ISP materials on the effective date of the approval.

This memorandum contains information about the proposed assignment. A formal notice of partial assignment will be sent to each municipality, if WDO approves the ISP.

The result of this partial assignment would be for PCA to assume all obligations of SO with regard to the ISP materials (see explanatory "before and after" charts below), including:

- Payment of share of hourly rate relating to ISP products (as detailed in the January 1, 2014, amendment agreement).
- Payment to transporters and processors of paint in accordance with current incentives model.
- Payment of municipal depot costs relating to co-mingled ISP materials.
- Payment of specified tonnage rate for ISP materials collected at events.

Accordingly, **the total amounts paid to municipalities for MHSW phase 1 materials will remain unchanged**; however the payment will be made by PCA for the ISP products and by Stewardship Ontario for the remaining MHSW phase 1 products. Also, there would be no change to service providers.

Each municipality will need to determine what municipal approval(s) procedure is required, if any, in regards to the proposed partial assignment if the ISP is approved.

PCA is in the process of setting up a reporting system for the municipalities based on the current system and will continue to work with Stewardship Ontario to harmonize and simplify the reporting systems

Stewardship Ontario and PCA are working together while WDO considers these ISP submissions to ensure that the needs of municipalities are fully addressed and that waste diversion continues to be a success in Ontario for all stakeholders. In the ISPs, PCA commits to consult all stakeholders regarding improvements to the system. Municipalities are encouraged to contact PCA directly with any questions in this regard.

For further information please contact either organization by phone or email.

Stewardship Ontario – Pat Chauvet, pchauvet@stewardshipontario.ca, 416-323-0101, ext. 155.

Product Care Association – Delphine Lagourgue, Director of Ontario Programs, delphine@productcare.org, 416-775-1907.

(See explanatory tables on following page.)

Current Municipal Depot MHSW Compensation Model

| Program | MHSW Phase 1 | | | Event C/T/P |
|---------------------|------------------------|---|---|--|
| | | Collection | Transportation/ Processing | |
| Stewardship Ontario | Paint | Hourly rate X hours of operations | SO pays service providers as per incentive rate model | SO pays municipality specified rate /tonne |
| | PS&F | | SO pays municipal depot % share of actual costs | |
| | Other phase 1 products | | SO pays service providers as per incentive rate model | |

Municipal Depot MHSW Compensation Model Following Partial Assignment

| Program | MHSW Phase 1 | | | Event C/T/P |
|---------------------|------------------------|--|---|---|
| | | Collection | Transportation/ Processing | |
| Product Care ISP | Paint | Component share of hourly rate for ISP products X hours of operation | ISP pays service providers by incentive system | ISP pays municipality specified rate /tonne |
| | PS&F | | ISP pays % share of actual costs | |
| Stewardship Ontario | Other phase 1 products | Component share of hourly rate for non-ISP products X hours of operation | SO pays service providers as per the incentive rate model | SO pays municipality specified rate /tonne |

To: Warden and Members of County Council

From: Director of Corporate Services

Municipal Capital Facilities Agreement – Tavistock Library

RECOMMENDATIONS

1. That By-law No. 5535-2014, being a by-law to exempt from taxation for municipal and school board purposes certain lands owned by David Piggott and Kimberley Piggott on which Municipal Capital Facilities are located, namely a public library operated by Oxford County as the Oxford County Library - Tavistock Branch;
2. And further, that By-law No. 5535-2014, authorizes a tax rebate for 100% of municipal and school board purposes for the property municipally know as 40 Woodstock Street South, Tavistock, pursuant to subsection 361(4) of the *Municipal Act*, 2001, as amended, for the taxation years 2011, 2012 and 2013 billed in 2013;
3. And further, that the lease agreement authorized by Council under By-law No. 5125-2009, dated November 25, 2009, with David and Kimberley Piggott, be hereby affirmed as a Municipal Capital Facilities Agreement and form part of By-law No. 5535-2014 as Schedule "A".

REPORT HIGHLIGHTS

- County tax exemption on an annual basis - \$2,805 in 2013
- County tax exemption for years 2011, 2012 and 2013 - \$8,054

Implementation Points

- Upon the passing of the by-law permitting the County to enter into an agreement, the Clerk of the County shall give written notice of the By-law to the Minister of Education.
- The By-law and agreement will be provided to the Municipal Property Assessment Corporation (MPAC) to designate the portion of the building that is exclusively used for public library services as exempt from municipal and school board taxation.
- The Township of East Zorra-Tavistock has been consulted regarding the financial implications of the agreement.

Financial Impact

- The enactment of the municipal capital facilities by-law for the purpose of exempting from taxation a portion of the 40 Woodstock Street South, Tavistock building that is used entirely for the delivery of library services would be exempt. This portion of the building would otherwise be classed as commercial and taxed at approximately \$9,800 per year for County, Township of East Zorra-Tavistock and School Board purposes.
- The County's portion of tax related to the renovated portion of the building used for public library services from January 1, 2011 to December 31 2013 is \$8,054, based on the supplementary assessment notice issued by MPAC in November, 2013. As this tax is billed upon receipt of the supplementary notice from MPAC there is no financial impact on the 2013 budget, assuming Council grants a rebate.

Risks/Implications

- The Municipal Capital Facilities By-law and Agreement are subject to the approval of MPAC's policy division.

Strategic Plan

The initiatives contained within this report supports the values and strategic directions as set out in the Strategic Plan as it pertains to the following Strategic Directions:

3. A County that *Thinks Ahead and Wisely Shapes the Future*

iii. Apply social, financial and environmental sustainability lenses to significant decisions by assessing options in regard to: *life cycle costs and benefit/costs - including debt, tax and reserve levels and implications.*

DISCUSSION

Background

Subsection 110(1) of the *Municipal Act, 2001, as amended*, ("the Act") provides that the council of a municipality may enter into agreements for the provision of municipal capital facilities by any person for tax exemptions as provided for in subsection (6). Subsection 110(6) of the Act, provides that, the council of a municipality may exempt from all or part of the taxes levied for municipal and school purposes land or a portion of it on which municipal capital facilities are or will be located that is entirely occupied and used or intended for use for a service or function that may be provided by a municipality. Further, subsection 2(1) of *Ontario Regulation 603/06* provides that, for the purpose of exempting land from taxation, a municipality may enter into an agreement under subsection 110(1) of the Act for the provision of a municipal capital facility used for the purpose of a public library.

On October 14, 2009, Council authorized the provision of a Municipal Capital Facilities Agreement for Affordable Housing with David and Kimberley Piggott at 40 Woodstock Street South, Tavistock.

Subsequently, on November 25, 2009, Council authorized, by By-law No. 5125-2009, a lease agreement with David and Kimberley Piggott for space to accommodate the Oxford County Library - Tavistock Branch at 40 Woodstock Street South, Tavistock, for the purpose of providing services of a public library – attached to this Report as Attachment No. 1. Section G of the Agreement provides for property taxes related to the portion of the property used entirely for delivering public library services to be exempt from property taxes, pursuant to Section 110 of the *Municipal Act* and O.Reg 603/06 during the term of the lease, commencing approximately June 1, 2010. Further, the covenant affirms that if this commitment were not to be successful through Section 110 and O.Reg. 603/06 of the Act then the added tax would become part of the rent payable by the County under the lease agreement. The fact that the by-law was passed in advance of the 2011, 2012 and 2013 reassessment, confirms Council’s intent to exempt this property from municipal and school board taxation for those years. However, since a by-law authorizing a municipal capital facilities agreement was not provided to the Ministry of Education and to the Municipal Property Assessment Corporation (MPAC), MPAC has assessed this portion of the property as taxable under the commercial property class. The resulting tax for the years 2011, 2012 and 2013 for the portion of the building assessed as taxable commercial and relating to the space leased to the County of Oxford for the purpose of the Oxford County Library – Tavistock Branch, is as follows:

| Tax Year | County | Township | Education | Totals |
|-----------------|----------------|-----------------|------------------|-----------------|
| 2011 | \$2,642 | \$2,411 | \$3,829 | \$8,882 |
| 2012 | 2,606 | 2,477 | 3,737 | 8,820 |
| 2013 | 2,806 | 2,861 | 4,169 | 9,836 |
| Totals | \$8,054 | \$7,749 | \$11,735 | \$27,538 |

Comments

Upon receipt of the supplementary assessment notice, the County learned that MPAC is not able to accept By-law No. 5125-2009 as authorization to establish a municipal capital facilities by-law. Staff have since determined, based on information received from MPAC and the Ministry of Municipal Affairs and Housing, that a by-law authorizing the municipal capital facility and a rebate of the tax resulting from the supplementary assessment notice will effect the same results as an exemption up to and including 2013. The new by-law will then authorize the library portion of the building to be exempt from tax on a go forward basis for the duration of the lease agreement/municipal capital facilities agreement.

Conclusions

As it was the intent of Council at the time of passing By-law 5125-2009 in 2009, to exempt from tax the portion of the building used to provide public library services from the effective date of the lease agreement, it is recommended that By-law 5535-2014 be enacted to cause the same effect and conform with the covenants as set out in the lease agreement/municipal capital facilities agreement.

SIGNATURE

Departmental Approval:

Original signed by

Lynn S. Buchner, CGA
Director of Corporate Services

Approved for submission:

Original signed by

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

Attachment No. 1 – By-law No. 5125-2009 - Lease Agreement with David Piggott and Kimberley Piggott – Oxford County Library Tavistock Branch/Municipal Capital Facilities Agreement

COUNTY OF OXFORD
BY-LAW NO. **5125-2009**

BEING a By-law to authorize the Warden and Clerk to execute a lease agreement with David and Kimberley Piggott respecting space that will house the Tavistock Public Library Branch of the Oxford County Library at 40 Woodstock Street South, Tavistock.

WHEREAS, Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that Oxford County has all of the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS, Council has adopted Public Works Report No. D-1 (CS) 2009-98, dated November 25, 2009.

NOW THEREFORE, the Council of the County of Oxford enacts as follows:

1. That the Warden and Clerk are hereby authorized and instructed to sign a Lease Agreement, attached hereto and forming part of this By-law, with David and Kimberley Piggott for space at 40 Woodstock Street South, Tavistock for a ten (10) year term commencing on approximately June 1, 2010 (actual date will be the date the premises are available for occupancy) and ending December 31, 2020 with the option to renew for extended terms of five (5) years.

READ a first and second time this 25th day of November, 2009.

READ a third time and finally passed this 25th day of November, 2009.

"Paul J. Holbrough"

PAUL J. HOLBROUGH, WARDEN

"Brenda J. Tabor"

BRENDA J. TABOR, CLERK

This Lease Agreement made in duplicate this 23rd day of February, 2010.

BETWEEN:

David Piggott and Kimberley Piggott

hereinafter referred to as the "LANDLORD"

-and-

County of Oxford

hereinafter referred to as the "TENANT"

Whereas the Landlord is the owner of land and improvements (the "Building") commonly known and numbered as 40 Woodstock Street South, Tavistock, Ontario, Canada and legally described as follows:

Parts of Lots 3 and 4, on the north-west side of Woodstock Street, Plan 307, in the former Village of Tavistock, now in the Township of East Zorra-Tavistock (P.I.N. 00247-0204).

And Whereas the Landlord makes available 4,300 square feet for lease within the building designated as Oxford Manor (the "Leased Premises") as described in Attachment 'A' to this Lease Agreement.

And Whereas the Landlord desires to lease the Leased Premises to the Tenant, and the Tenant desires to lease the Leased Premises from the Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth:

Now Therefore This Agreement Witnesseth that the parties hereto agree as follows:

A. Term

1. The Landlord hereby leases the Leased Premises to the Tenant, and the Tenant hereby leases the same from the Landlord, for a ten (10) year period scheduled to commence on approximately June 1, 2010 and ending December 31, 2020. The actual date of the Lease commencement will be the date that the premises are available for occupancy.
2. The Tenant may renew the Lease for extended terms of five (5) years. The Tenant shall exercise such renewal option by giving written notice to the Landlord not less than one hundred and eighty (180) days prior to the expiration of the initial term. The rental shall be at the same covenants, conditions and provisions as provided in this Lease, except as amended in writing by both parties and signed.

B. Rental

1. The Tenant shall pay to the Landlord during the Term, rent of \$ 9.00 per square foot for the first five (5) year period and \$9.50 per square feet for the following five (5) years thereafter, payable in installments of \$3,225 plus G.S.T. per month and \$3,403.17 plus G.S.T. per month respectively. Each payment shall be due in advance on the first day of each calendar month during the lease term to the Landlord at R.R. #1, Bright, Ontario N0J 1B0, or at such other place designated by written notice from the Landlord. The rental payment amount for any partial calendar months shall be prorated on a daily basis.
2. The rental for any renewal lease term, if exercised under this Lease shall be negotiated one hundred and eighty (180) days prior to the expiration of the initial lease period.

Lease Agreement
Piggott and County of Oxford

C. Use

Oxford County Library Services proposes to use the Leased Premises for the operation of public services initiatives to include but not limited to the Oxford County Tavistock Branch Library.

Notwithstanding the forgoing, the Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing or device. The Landlord will equally not use the Building for the purpose of storing, manufacturing or selling any inherently dangerous substance, chemical, thing or device nor knowingly allow this to occur within the Building.

D. Sub-Lease and Assignment

The Tenant shall have the right without the Landlord's consent, to assign this Lease to a corporation with which the Tenant may merge or consolidate, to any subsidiary of the Tenant, to any corporation under common control with the Tenant, or to a purchaser of substantially all the Tenant's assets. Except as set forth above, the Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without the Landlord's consent, such consent not to be unreasonably withheld or delayed.

E. Repairs

During the Lease term, the Tenant shall make at the Tenant's expense, routine repairs to the Leased Premises. Routine repairs shall be defined as normal use and wear, or damage, resulting from the Tenant's normal use of the Leased Premises; including but not limited to such items as routine repairs of floor coverings, walls, painting, acoustic ceiling tiles. This includes routine repairs to the HVAC systems in place to serve the Leased Premises exclusively. Repairs to areas outside of the Leased Premises are the responsibility of the Landlord and these repairs are to be completed in an expeditious manner. The Tenant is responsible for obtaining regular cleaning services for the space described as the Leased Premises; the Landlord is responsible for upkeep of the Building and its services, pest control within the Building, any exterior grounds, annual exterior window washing.

The Landlord is responsible for the clearing and removal of snow and ice as required, and in accordance with local by-laws. The Tenant, during normal business hours, agrees to monitor those walkways, stairs or ramps serving the Leased Premises exclusively and to the extent practical assist in keeping these areas free of snow and ice. The Tenant, upon observing any adverse snow or ice condition, will report immediately to the Landlord.

F. Fitment, Alterations and Improvements

The Landlord agrees to provide the Tenant with scaled design drawings for Tenant review and comment and sign-off, 1 month prior to construction and finishing of the Leased Premises occurring.

The Landlord agrees to finish the Leased Premises with painted drywall wall surfaces, commercial grade carpet, standard commercial lighting, standard commercial electrical and duct for computer cabling. The Tenant agrees to purchase and install, or pay the cost of purchasing and installing, any lighting that it requires beyond that of the Landlord's obligation herein.

The Landlord agrees to provide within the Leased Premises a minimum of two (2) washrooms with one (1) being fully accessible, built in accordance with the County adopted Facility Accessibility Design Standards (FADS).

The Landlord agrees to supply and maintain the Leased Premises with a system that provides heating and air conditioning suitable to the square footage of the Leased Premises and sufficient in size and efficiency so as to provide the Tenant with suitable use of the Leased Premises during each season.

The Tenant agrees to pay the actual costs for all leasehold improvements, with those leasehold improvements subject to the Landlord's approval with such approval not to be unreasonably withheld or delayed.

Lease Agreement
Piggott and County of Oxford

The Tenant shall have the right, following the Landlord's consent, to remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as the Tenant may deem desirable provided the same are made in a workmanlike manner and utilizing good quality materials.

The Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises; this is to include mandated signage. All personal property, equipment, machinery, trade fixtures and temporary installations, placed by the Tenant shall remain the property of the Tenant free and clear from any claim by the Landlord. The Tenant shall have the right to remove same at anytime during the term of this Lease provided that all damage to the Leased Premises caused by such removal is repaired by the Tenant at the Tenant's expense.

G. Property Taxes

The Tenant represents that its use of the Leased Premises (library) will result in there being no assessment for municipal property taxes on the Leased Premises pursuant to Section 110 of the Municipal Act and Ontario Reg. 603/06. The rental amounts in this lease have been calculated based upon that representation. Should there be at any time any assessment for taxes on the Leased Premises during the term of this lease, then the amount of such assessment will be added to and become part of the rent payable under this lease.

For further certainty, the Landlord acknowledges that the above provision only applies to the commercial use part of the building and that the residential portion of the building will be subject to full tax assessment which the Landlord must pay.

H. Insurance

1. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of the Tenant or any of the Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and the Tenant shall be responsible for the costs to repair that are not covered by the Landlord's insurance; excluding claims from any other tenant of the Landlord that does not have valid or active content or business disruption insurance coverage at the time of said loss.
2. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of the Landlord or any of the Landlord's employees or invitees, rent shall be abated while such damages are under repair and the Landlord shall be responsible for the costs that are not covered by the Tenant's insurance.
3. The Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as the Landlord shall deem appropriate. The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures that may be located in the Leased Premises.
4. The Tenant and the Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums fully paid on or before the due date, with said insurance to offer not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The Landlord shall not be required to maintain coverage against thefts within the Leased Premises.

Lease Agreement
Piggott and County of Oxford

I. Utilities

The Tenant shall pay for the cost of utilities for the Leased Premises; either through a metered or sub-metered system of reporting or an amount that is proportionate to square footage, to be agreed upon by the Tenant and Landlord. The cost for utilities paid by the Tenant will commence on the date of unrestricted occupancy to the Leased Premises.

J. Signage

The Tenant at its expense, and in accordance with applicable zoning or by-laws, maintains the right to install on the Building signage for the purpose of advertising its functions within the Leased Premises. The Tenant agrees to review the design and method of installation with the Landlord in advance.

K. Tenant Access

The Landlord agrees to construct and supply a full accessible access point, to be in form of a ramp and stair section for the sole use of the County and its clients, to be located on the west side of the building. This ramp shall be constructed in accordance with the Ontario Building Code. The Tenant shall approve the final design of this access in writing to the Landlord prior to construction.

L. Parking

The Landlord shall provide accessible parking (signed and marked according to MTO requirements) adjacent to the Building, in accordance with local zoning requirements. The Landlord further grants the Tenant exclusive access to three (3) parking spots on the site.

M. Building Rules

The Tenant agrees to abide by the building rules, adopted and altered by the Landlord from time to time with all such rules communicated to the Tenant in writing. The Landlord agrees that no building rules will be adopted or altered in such a manner so as to impede the daily business of the Tenant or hinder the Tenants use of the Leased Premises in any manner.

N. Entry

The Landlord shall have the right to enter the Leased Premises upon 24 hours notice being provided to the Tenant; if a building emergency exists and immediate access required, notice is not required. The Tenant shall be notified in advance and be provided the name of any company or agent of the Landlord that enters the Leased Premises for any purpose.

O. Communication Dish

The Landlord agrees to the installation by the Tenant of a communication dish on the Building; a small antenna (dimensions to be determined) for the purpose of providing computer and internet services to its staff and clientele is required. The Tenant agrees to make every effort possible to mount the antenna on a free-standing tripod, to be located on the Building rooftop. The Landlord agrees to install and provide exclusive use to the Tenant, a run of conduit from the Leased Premises to the roof area in order to facilitate a connection to the communication dish.

P. Default

The Tenant reserves the right to use right or remedy available in law, to mitigate damages in the event of default on the part of the Landlord.

Lease Agreement
Piggott and County of Oxford


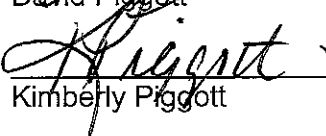
Q. Sale of Property

In the event of sale of the Building, the Lease Agreement in affect at the time of sale shall be assumed in whole by the new owner, under the same terms and conditions as the original Lease Agreement with the Landlord.

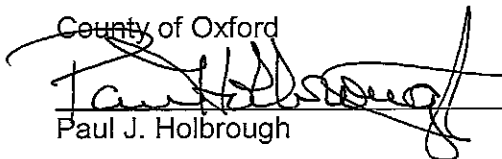
In Witness Whereof the Landlord has executed and delivered this Lease this ^{18th}
day of ~~January~~, 2010.
_{February}

Witness:

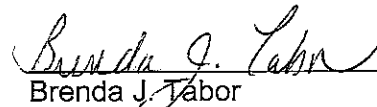


) 
) _____
) David Piggott
) 
) _____
) Kimberly Piggott

In Witness Whereof the Landlord has executed and delivered this Lease this ^{23rd}
day of ~~November~~, 2009.
_{February, 2010}

County of Oxford


Paul J. Holbrough Warden



Brenda J. Tabor Clerk

(We have authority to bind the corporation)

To: Warden and Members of County Council

From: Director of Corporate Services

Trust Fund Retirements

RECOMMENDATION

1. That County Council hereby authorizes the Treasurer to retire the following inactive trust funds:
 - County Tree Memorial;
 - County Agreement Forest Trust; and
 - POA Bail.

REPORT HIGHLIGHTS

- Reallocate dormant trust fund account balances in the amount of \$15,317 to allow use that will reduce future tax requirements

Implementation Points

- Upon Council's approval to retire the trust funds, the balances in each of the bank accounts will be closed and the respective balances transferred to the County's general bank account and held for future use in the following balance sheet accounts:

| Trust Fund | Balance Sheet Account |
|-------------------------------|---------------------------|
| County Tree Memorial | Corporate general reserve |
| County Agreement Forest Trust | Corporate general reserve |
| POA Bail | Deferred revenue |

Financial Impact

- As a result of transferring these trust accounts from designated bank accounts to the County general bank account the interest earned on these funds will become part of the general revenues of the County as interest income and will effectively reduce the levy requirement until the funds are spent.

The County Treasurer has prepared this report.

Risks/Implications

- There are no foreseen risks or implications that will result by adopting the recommendations contained within this report.

Strategic Plan

The initiative contained within this report supports the values and strategic directions as set out in the Strategic Plan as it pertains to the following Strategic Direction:

1. A County that *Thinks Ahead and Wisely Shapes the Future*

ii. Apply social, financial and environmental sustainability lenses to significant decisions by assessing options in regard to: *Life cycle costs and benefit/costs - including debt, tax and reserve levels and implications*

DISCUSSION

Background

Similar in nature to a reserve fund, a trust fund can be established to record, manage and report on funds received for a specified purpose, most often to minimize tax implications. In the case of municipalities, since they are not subject to tax, trust funds are established to hold funds received from donors/contributors for a specified purpose and to report on the use of the funds. Trust fund reports are subject to an annual audit of the municipality's external auditor.

The County currently has four trust funds that are the subject of a separate annual financial Statement audited by the County's external auditor. The trust funds are identified as follows:

- County Home Trust
- County Tree Memorial
- County Agreement Forest Trust
- POA Bail

County Home Trust

The County Home Trust was established in accordance with Section 133 of the *Long-Term Care Homes Act, 2007*, which states that:

"A municipality or municipalities that maintain a municipal home or joint home or a board of management that maintains a municipal home may receive, hold and administer the property of a resident in trust, subject to any restrictions provided for in the regulations."

County Tree Memorial

On February 28, 1979, County Council adopted the following resolution:

"That Oxford County Council establish an Account to accept financial gifts for the purposes of creating a memorial fund for the purchase of trees.

Oxford County Council shall have discretion, giving consideration to specific requests of donors, to the type of trees, location and planting of same.

County of Oxford to issue receipts in its own name to the donors, the gifts would be eligible for deduction from their taxable income (sub-paragraph 110(1)(a)(iv) of the Income Tax Act).”

County Agreement Forest Trust

The Clerk’s office and County Archives have no history contained in existing records with respect to the establishment of the County Agreement Forest Trust.

POA Bail

In 2000, the Province downloaded Provincial Offences Act administration to the County and, although not a requirement, the County established a trust fund to segregate funds received for bail. At the end of the trial, if all court appearances area made, regardless of whether the person is found guilty or not, the bail money will be returned.

Comments

As of December 31, 2013, the current trust funds will have the following approximate balances, including interest earned in December:

| Trust Fund | Trust Fund Balance |
|-------------------------------|---------------------------|
| County Home Trust | \$28,545 |
| County Tree Memorial | \$9,043 |
| County Agreement Forest Trust | \$5,749 |
| POA Bail | \$525 |

The County Home Trust is the only active trust account with the other accounts only generating interest for over the past ten years, with the exception of the POA Bail account. The POA Bail account remains dormant as the payee has not claimed the balance in spite of the County’s efforts to contact them. The existing records with respect to the County Tree Memorial Fund indicate there has been no activity, other than interest income, in this account since 1994.

Conclusions

As the County Home Trust continues to be active, it is recommended to remain in place to ensure that Woodingford Lodge residents’ monies are held to a high degree of oversight - through a segregated account and subject to an annual external audit.

Due to the immaterial balance in the POA bail fund, the money will be transferred to the County’s general account and the balance will be set aside in a deferred revenue account on the balance sheet for a period of time prior to be taken into income.

As the County Tree Memorial and County Agreement Forest Trust accounts have been dormant for greater than ten years, it is recommended that the account balances be transferred to the County’s general account and the balances be added to the Corporate General Reserve for future use.

SIGNATURE

Departmental Approval:

Original signed by

Lynn S. Buchner, CGA
Director of Corporate Services

Approved for submission:

Original signed by

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

None

To: Warden and Members of County Council

From: Director of Corporate Services

2014 Interim Tax Levy By-law

RECOMMENDATION

1. That By-law No. 5534-2014, being a by-law to provide for an interim tax levy for purposes of the County of Oxford for the 2014 fiscal year, be presented to Council for enactment.

REPORT HIGHLIGHTS

- 1st Instalment due Monday, March 31, 2014
- 2nd Instalment due Monday, June 30, 2014

Implementation Points

- Upon Council approval, the 2014 instalment due dates and amounts will be circulated to the Area Municipalities to be included on their respective 2014 interim tax bills to property owners within their jurisdiction.

Financial Impact

- The enactment of an interim levy by-law authorizes the collection of property tax for County's purposes to ensure the County has cashflow to meet expenses required to continue delivering services and programs until both County and area municipal budgets are passed and a final bill can be calculated.

Risks/Implications

- There are no risks or implications that could result by adopting the recommendation contained within this report.

Strategic Plan

The initiatives contained within this report supports the values and strategic directions as set out in the Strategic Plan as it pertains to the following Strategic Directions:

3. A County that *Thinks Ahead and Wisely Shapes the Future*

iii. Apply social, financial and environmental sustainability lenses to significant decisions by assessing options in regard to: *life cycle costs and benefit/costs - including debt, tax and reserve levels and implications.*

DISCUSSION

Background

In accordance with Section 311(13) of the *Municipal Act, 2001, as amended*, in each year, a lower-tier municipality in a county shall pay amounts to the upper-tier municipality in the following instalments:

- 25 per cent of the amount required to be raised by the lower-tier municipality for upper-tier purposes in the previous year, on or before March 31.
- 50 per cent of the amount required to be raised by the lower-tier municipality for upper-tier purposes in the current year, less the amount of the instalment paid under paragraph 1, on or before June 30.
- 25 per cent of such current amount, on or before September 30.
- The balance of the entitlement for the year, on or before December 15.

Comments

The by-law presented to Council for consideration includes the following instalment due dates:

| Instalment No. | Due Date | Amount |
|----------------|------------------------|--------------|
| 1 | Monday, March 31, 2014 | \$13,388,777 |
| 2 | Monday, June 30, 2014 | \$13,388,778 |

Conclusions

The 2014 interim levy by-law will ensure the County has cashflow to meet current expenditures until the final tax bills are calculated in July, following adoption of the necessary tax policy by-laws.

SIGNATURE

Departmental Approval:

Original signed by

Lynn S. Buchner, CGA
Director of Corporate Services

Approved for submission:

Original signed by _____

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

None

To: Warden and Members of County Council

From: Director of Community and Strategic Planning
Director of Corporate Services

Land Use Planning and Appeal System and Development Charges Consultation (EBR Registry Number: 012-0241)

RECOMMENDATIONS

- 1. That Report CASPO 2014-01 be received as information;**
- 2. And further, that the commentary section of the report be forwarded to the Ministry of Municipal Affairs and Housing as the County of Oxford's response to the Provincial Land Use Planning and Appeal System and Development Charges Consultation processes.**

REPORT HIGHLIGHTS

- The Province is undertaking a consultation process with respect to the Provincial Land use Planning and Appeal System and Development Charges and has issued consultation guides to assist in the formulation of comments and feedback on these matters. The last date for submission of comments is January 10th, 2014.
- The consultation process is intended to solicit feedback with respect to how the Province can improve the land use planning system, including what can be appealed to the Ontario Municipal Board (OMB), and the development charges process.
- This report outlines the County's proposed responses to the consultation themes/questions set out in the land use planning and appeal system and development charges consultation documents. The proposed responses identify a number of areas, where potential revisions or improvements to the Land Use Planning and Appeal System and Development Charges would be beneficial and should be considered by the Province.
- The proposed responses have been circulated to each of the Area Municipalities for their review and comment with each given the option of submitting their own comments independently or endorsing the proposed County response. Those Area Municipalities who chose to endorse the County responses are noted in this report and will be specifically identified in the submission to the Ministry.

Implementation Points

The County and Area Municipalities will be required to comply with any revisions to the Planning Act and/or the Development Charges Act that may result from this consultation process.

Depending on the nature of the revisions to the Planning Act, amendments to the County's Official Plan policies and/or application review processes may be required. Similarly, any approved changes to the Development Charges Act would need to be considered as part of any upcoming or on-going Development Charge update process.

Financial Impact

The current consultation process will have no direct financial impacts and it would be premature to speculate on the potential financial impacts from any resulting amendments to the Planning Act, the Land Use Appeal System or the Development Charges Act.

Risks/Implications

There are no risks or other implications anticipated from County involvement in the consultation process. However, there may be potential risks or implications if the County chose not to submit comments in response to the consultation process and later had concerns with the outcome.

Strategic Plan

County Council adopted the County of Oxford Strategic Plan in March 2013. The comments provided in this report are fully supportive of the values and strategic directions as set out in the Plan and specifically supports:

Strategic Direction 3 – A County that Thinks Ahead and Wisely Shapes the Future

- ii – *Implement development policies and community design initiatives that strategically grow our economy and our community and actively promote the responsible use of land and natural resources.*
- iii - *Apply social, financial and environmental sustainability lenses to significant decisions by assessing options in regard to: life cycle costs and benefit/costs – including debt, tax and reserve levels and implications.*

DISCUSSION

Background

In late October 2013, the Ministry of Municipal Affairs and Housing (MMAH) initiated consultation on the Land Use Planning and Appeal System and Development Charges Process in Ontario. Opportunities for input into the consultation are limited and include attending one of six workshops being held across the Province, a series of webinars and/or direct email or written submissions to MMAH.

The Ministry's website indicates that the scope of the review is to obtain suggestions on how the Province can improve the land use planning system (including what can be appealed to the Ontario Municipal Board (OMB) and Development Charges system, including discussion on the parkland dedication and increased height and density provisions (Section 37) under the Planning Act. However, MMAH has clearly indicated that this consultation is not intended to facilitate a complete overhaul of the Planning Act and, more specifically, will not discuss or consider:

- eliminating or changing the OMB's operations, practices or procedures

- removing or restricting the provincial governments approval role and ability to intervene in matters
- changing the 'growth pays for growth' principle of development charges
- education development charges and the development charges appeal system
- other fees and taxes and matters involving other legislation, unless housekeeping changes are needed.

MMAH has issued consultation guides for both the Land Use Planning and Appeal System and Development Charges processes, which set out the specific topic areas and questions on which the Ministry is seeking comments (Attached as Appendix 1). Further, the guides provide a brief overview and background with respect to each consultation area/issue. Any comments related to this consultation process are to be submitted to MMAH by January 10, 2014 and structured as answers to the questions set out in the consultation guides, or as responses to the themes outlined in those documents.

The comments section of this report is intended to serve as the basis for the County's formal comments to the MMAH on both the Land Use Planning and Appeal System and Development Charges consultation processes. As such, the comments section of this report has been structured in the form of responses to the various themes and questions set out in both consultation guides. In the case of the Land Use Planning and Appeal System component, brief background from the consultation documents has been provided in advance of the questions to assist in better understanding the issue. Where such background text has been provided, it is identified with italicized text.

The comments on the Development Charges consultation were prepared by County Corporate Services and Planning staff in consultation with the Area Municipal staff who are responsible for administering Development Charges By-laws, or are familiar with the provisions of the Development Charges Act (DCA). As well, the proposed responses to both the Land Use Planning and Appeal System and Development Charges consultation have been circulated to each of the Area Municipalities for their review and comment, with each given the option of submitting their own comments independently or endorsing the proposed County response. As of the date of this report, the following municipalities had either endorsed, or expressed no concern, with the County's proposed responses:

- Land Use Planning and Appeal System: East Zorra-Tavistock
- Development Charges: Woodstock, Tillsonburg, Ingersoll, East Zorra-Tavistock and Zorra

Any Area Municipalities who have indicated their endorsement of, or expressed no concern with, the County's proposed comments on either or both of the consultation processes in advance of the January 8th County Council meeting will be identified in the comments submitted to the Ministry.

Comments

a) LAND USE PLANNING AND APPEAL SYSTEM CONSULTATION PROCESS

Theme A: Achieve more predictability, transparency and accountability in the planning / appeal process and reduce costs

The Planning Act requires that communities update their official plans on a five-year basis, and zoning by-laws within three years of the official plan update. A common concern is that local

planning documents are not updated regularly enough to reflect the changing needs of a community.

1. How can communities keep planning documents, including official plans, zoning by-laws and development permit systems (if in place) more up-to- date?

- Implementation of a planning model similar to that in Oxford County, whereby one Official Plan covers both the County and the Area Municipalities within the County, may assist other two-tier municipalities in reducing or eliminating delays and duplication inherent in maintaining and updating both an upper tier and lower tier Official Plan. For example, in a typical two tier planning system, the 5 year review amendment to the upper tier Official Plan generally has to be prepared by the municipality and approved by the Province (and any major appeals resolved) prior to the lower tier Official Plans being reviewed and approved by the upper tier municipality. Further, any required amendments to the Zoning By-law provisions to reflect the policy changes generally cannot be initiated until the Official Plan policies are finalized, or nearly finalized. The cumulative timelines for this full series of planning document amendments can be considerable, particularly if any major appeals to the documents need to be resolved (Also refer to response on Question #5 – restricting broad based appeals).

Another related advantage of the Oxford planning structure is that any Zoning By-law updates required to implement policy changes are coordinated and prepared by one planning office. This approach allows for zoning provisions that are required to implement policy changes common to more than one municipality to be developed and implemented cooperatively, which generally provides a more efficient, consistent and cost effective approach than if such provisions were to be developed and implemented independently.

- Allow more flexibility for 5 year Official Plan reviews to be considered by the Province as multiple amendments, as opposed to a single omnibus amendment. Such an approach would assist smaller municipalities, with more limited resources, by allowing them to prioritize their policy amendments. This would allow municipalities to focus their resources on the policy revisions most pertinent to their local context first and address less critical policy areas more gradually, as time and resources allow. This more continuous Official Plan update process would reduce the ‘spikes’ in municipal staffing and financial resource requirements that are typically associated with undertaking a single comprehensive update every 5 years.
- Better recognition by the Province that major legislative changes and policy initiatives at the Provincial level that affect, or may affect, local land use planning (i.e. growth plans, source protection plans, green energy, nutrient management) can consume enormous amounts of municipal staff time and resources during both the development & consultation and implementation stages. The municipal staff involved in these initiatives are often the same staff who are also responsible for maintaining and updating local planning documents. Therefore, any staff time devoted to such provincial initiatives reduces the time available to complete other planning projects, such as updates to local planning documents.

The Province should consider providing capacity funding to assist municipalities, particularly smaller municipalities, with their role in the development, review and implementation of such Provincial initiatives (i.e. similar to the recent Source Protection implementation funding). Such funding would serve to recognize the

critical role that municipalities play in the ultimate success of these initiatives, by providing the additional financial capacity to commit staff resources to such processes, when necessary. Such funding would allow municipalities to become more effectively engaged in these Provincial processes without detracting from other municipal planning projects and responsibilities.

- Better coordination of the timing/effective dates for major provincial legislative and policy changes would also assist municipalities by providing greater certainty with respect to the range and types of changes that need to be considered as part of a particular update cycle (i.e. reduce the potential for delays resulting from a municipality having to react to, or incorporate, additional changes to their policies or planning documents in mid-review).
- Additional implementation guidelines and potential model policies could be developed by the Province to assist municipalities in bringing their local planning documents into conformity with new Provincial legislation and policies more quickly, by providing a clearer indication of Provincial interests and expectations at the outset. However, any such guidance must still ensure municipalities retain the flexibility to develop appropriate planning approaches based on their local context.

2. Should the planning system provide incentives to encourage communities to keep their official plans and zoning by-laws up-to-date to be consistent with provincial policies and priorities, and conform/not conflict with provincial plans? If so, how?

- As noted in the response to Question 1 above, the staffing and financial resources required to implement major Provincial policy and/or legislative changes (i.e. undertaking required studies and related policy development) at the local level can be substantial relative to typical planning budgets, particularly for smaller municipalities. Therefore, the provision of additional provincial funding and training support to assist municipalities with the implementation of such major changes should be considered.
- If the Province is concerned with a municipality's efforts to comply with section 26 of the Planning Act, they should consult directly with the municipality to understand the process being undertaken, discuss expectations and determine if the Province might be able to assist in addressing any potential barriers to completion.

Another concern is the number of times that planning documents are amended. It has been suggested that a way of achieving more predictability is to limit the number of times these are changed. It should be noted, however that a reduced ability to change documents could affect the flexibility of the land use planning system, the ability to make local decisions, and the ability to address emerging issues.

3. Is the frequency of changes or amendments to planning documents a problem? If yes, should amendments to planning documents only be allowed within specified timeframes? If so, what is reasonable?

- To planning staff's knowledge, the frequency of changes or amendments to planning documents has not been an issue in Oxford County. Of greater concern would be the potential impact that a general limitation on the timeframes for revising local planning documents may have on economic development opportunities, the rights of landowners and the ability of municipalities to address previously unforeseen or emerging issues. In addition, as noted in the responses provided to Question 1,

maintaining the ability for municipalities to update their Official Plan and Zoning By-laws on a regular/ongoing basis allows for more consistent and effective allocation of planning staff resources by avoiding the concentration of requested and required amendments to planning documents into a limited time frame or review window.

- Notwithstanding the general desire to maintain the frequency with which planning documents can be amended, it may be beneficial for the Province to consider limitations on the timeframes for considering certain types of amendments (i.e. major amendments to the policy framework). One option would be for the Province to limit (or allow municipalities to set out in their planning documents) which policies or provisions are only to be reviewed or amended as part of a municipally initiated review of the documents (i.e. 5 year review or other comprehensive review). Such limitations would provide greater predictability by limiting pressures to amend comprehensively formulated policies or provisions shortly after their enactment and providing greater assurance to both property owners and the public that such policies and provisions will be maintained until the next review. This, in turn, would allow citizens and other stakeholders to focus their attention on such comprehensive review processes as the primary means of protecting and shaping their communities.

Since issues are becoming more complex, and decisions on planning matters must be well informed, there are often significant costs involved in amending planning documents or seeking approvals. These increasing costs have placed pressures on municipalities, applicants and the general public to find ways to reduce costs.

It has been suggested that costs may be reduced by promoting more collaboration between applicants, municipalities and the public through the sharing and exchange of information such as resource materials and reports.

4. What barriers or obstacles may need to be addressed to promote more collaboration and information sharing between applicants, municipalities and the public?

- A key barrier to collaboration and information sharing between municipalities is often the political and/or planning structure, which may not always be conducive to open and collaborative relationships. For many of the same reasons outlined in the response to Question 1, having a single Official Plan and a local municipal planning structure that is able to draw upon a pool of resources and expertise and coordinate planning initiatives and processes on behalf of both the upper and lower tier municipalities can be a very effective means of facilitating collaboration between municipalities on planning matters and reducing overall time and cost. Such a structure has allowed Oxford to maintain a comprehensive and responsive policy framework and conduct thorough reviews of all applications, while still maintaining very competitive application processing timelines and fees compared to other planning jurisdictions with similar levels of planning service and volume of development. As well, this structure tends to provide greater certainty and reduce duplication and costs for applicants, as they only need to deal with a single planning contact; conform with or amend a single Official Plan; submit a single set of studies; pay for a single set of peer reviews etc. As such, it is not uncommon for developers/builders to comment on the timeliness, ease and efficiency of the development review process in Oxford compared to other jurisdictions.

- There are a number of barriers and challenges with respect to full collaboration and information sharing between municipalities and applicants/the public. However, Oxford has made efforts to facilitate such collaboration and information sharing to the extent possible through enhanced public consultation and engagement approaches (i.e. range of media, remote and in-person options) and the provision of easy public access to local planning documents, municipal planning studies, reports and other local planning information and data via the County and Area Municipal websites and comprehensive web based mapping applications.

In this regard, the Province should consider clarifying the ability of municipalities to require that development applications and supporting plans and studies be submitted in an appropriate electronic format that can be made publically available, as part of a complete application. This would assist in ensuring such documents comply with digital accessibility standards and better facilitate on-line access to such information by the public, where deemed appropriate.

Appeals are often broad in scope and there may be many matters under appeal at the same time, resulting in long, complex and costly Ontario Municipal Board (OMB) hearings. Although the Planning Act currently requires the person or body making the appeal (the appellant) to specifically identify what is being appealed and why, sometimes the entire planning document (e.g. official plan) is appealed to the OMB by one appellant. This causes extensive appeal process delays and increases costs for the community in managing these types of far-reaching appeals.

5. Should steps be taken to limit appeals of entire official plans and zoning by-laws? If so, what steps would be reasonable?

- Require that an appeal clearly set out the specific matters and planning concerns that are the subject of the appeal, with appropriate justification, and provide clearer direction to allow the OMB to dismiss general broad based or frivolous appeals and/or those that simply cite generic planning concerns. Given the cost and time that goes into the development of, and consultation on, such planning documents, there should be considerable onus on an appellant to detail the specific focus and reasons for their appeal and provide appropriate justification. To provide potential appellants with sufficient time to ensure that their appeal submissions are adequately scoped and detailed, the Province may wish to consider increasing the length of the appeal period for new planning documents or comprehensive revisions (i.e. to 45 days).
- Appeals of comprehensive OP amendments (i.e. Section 26) should be limited to broader policy concerns (i.e. restrict appeals seeking site specific development permissions). This would eliminate the potential for appeals to be submitted in an attempt to avoid the submission of an Official Plan amendment and supporting studies for a site specific development proposal and the associated opportunity for review and consideration by local Council and the public.

Sometimes a matter is appealed to the OMB because a council did not make a decision within the required timeframe. In these cases, there is no time limit on when additional appeals may be filed on the same matter. As appeals continue to flow into the municipality, it can be very challenging to prepare for OMB hearings. The additional appeals result in delays in the OMB's hearing processes, increasing costs for everyone involved.

6. How can these kinds of additional appeals be addressed? Should there be a time limit on appeals resulting from a council not making a decision?

- There have been very few instances in Oxford where an application has been appealed as a result of a council not making a decision within the required timeframe. This is not surprising, considering that the vast majority of planning applications in Oxford are brought before Council well within the maximum permitted timeframes for making a decision. Those that are not are typically at the request of, or in direct consultation with, the applicant. As an application must generally be deemed complete for the maximum permitted review timeframes to start, the key to avoiding such appeals on individual amendment applications is to ensure that the requirements for a complete application are clearly established by the municipality. However, if an application is appealed on such grounds, placing a time limit on when additional appeals may be filed would be reasonable. However, it would be important to ensure that potentially affected parties are made aware that an appeal has been filed and informed of the last day for additional appeals to be submitted.
- Notwithstanding the above comment, given the substantial time, cost and consultation involved in the development and review of new planning documents and municipally initiated comprehensive review amendments (i.e. Section 26), amendments related to such work should not be appealable on the basis of non-decision. Rather, appeals should be limited to a reasonable time frame following the Planning Authority's actual decision on the document or amendment.

7. Should there be additional consequences if no decision is made in the prescribed timeline?

- No. In most cases, there are legitimate planning/public interest reasons for the prescribed time line being exceeded and, in cases where there are not, the existing appeal rights provide an appropriate outlet for an applicant to seek resolution through the Ontario Municipal Board, if they feel they are being subject to undue delay. Further, unless undue delay can be clearly demonstrated, the matter should simply be referred back to the local decision making body, so that the Board is not being used as a vehicle to side step the local decision making process.

The Development Permit System (DPS) is a land use planning tool that combines the zoning, site plan and minor variance processes into one application and approval process. The tool shifts the focus upfront, creating a policy-led process, which is intended to promote strategic, integrated long-term planning and provide certainty, transparency and accountability for the community.

When the new system was introduced during the last round of planning reforms, it aimed to streamline local planning approvals while promoting development, enhancing environmental protection and supporting key priorities such as community building, brownfield redevelopment, greenspace preservation and environmental protection. To date, only four municipalities have adopted this tool.

8. What barriers or obstacles need to be addressed for communities to implement the development permit system?

- To date, none of the Area Municipalities in Oxford have implemented a development permit system (DPS), or given serious consideration to such a system. However, based on staff's understanding of the legislation and the shared experiences of those

municipalities that have either implemented or investigated a DPS, it would appear that the amount of 'front end' time and detailed policy and provision development that would need to be undertaken in order to implement such a system is considerable, given the potential benefits. This would seem to be particularly true in municipalities with modest application volumes and development pressures and where applications are processed quickly and with limited appeals. Notwithstanding these limitations, the concept of a DPS is good, and the Province is encouraged to learn from the experience of those who have implemented such a system in order to further improve and refine this potential planning tool (i.e. developing a model DPS system and by-law to serve as a starting point for municipalities who may be interested in implementing such a tool).

- Further, it would likely be of greater assistance to municipalities if the Province were to work with them to develop and enact the regulations necessary to enable the conditional zoning tool provided in the Planning Act. This would include ensuring that such a tool is appropriately structured so that it is workable and provides the scope, flexibility and enforceability necessary to be both useful and effective to municipalities.

Theme B: Support greater municipal leadership in resolving issues and making local land use planning decisions

Municipalities have an integral role in the local land use planning process through decision-making, preparing planning documents and ensuring a balance of wider public interests and those of their local community. Achieving collaboration and consensus is often difficult, which may result in land use planning appeals.

9. How can better cooperation and collaboration be fostered between municipalities, community groups and property owners/developers to resolve land use planning tensions locally?

- Oxford's approach has been to maintain accessible and experienced planning staff capable of answering questions, providing direction and explaining the process and planning rationale for their recommendations to a broad range of interests. This is coupled with a focus on consistent, clear and transparent public consultation and engagement, including appropriately addressing or documenting public input or submissions as part of all planning reports and submissions to Council. This approach ensures that comments and feedback provided on local planning processes are duly and regularly considered by Council.
- Requesting applicant's to consult with various stakeholders and community groups as part of the pre-consultation process in certain circumstances (i.e. larger scale developments) may provide a greater opportunity for collaborative approaches to resolving any potential issues. Such pre-consultation would allow potential issues and concerns to be identified as early as possible in the development process, thereby, increasing the likelihood that the nature, location or design of the development proposal can be revised to address such concerns, without incurring substantial cost and delay.

Municipalities have the authority to create optional local appeal bodies that can hear appeals on local planning disputes involving minor variances and consents. To date, no municipality has established a local appeal body.

10. What barriers or obstacles may need to be addressed to facilitate the creation of local appeal bodies?

- The primary barriers to establishing and maintaining a Local Appeal Body, particularly for smaller municipalities, are the cost, administrative (appointing, educating and training members) and legal considerations involved. Given the relatively low volume of appeals that would potentially be adjudicated by such bodies each year, in most cases, they would simply not be worth the time, effort and cost to establish and maintain.
- If the primary intent of such bodies is to maintain the right to appeal, while reducing the amount of the OMB's time spent on appeals of minor variance and consent applications, the Province may wish to consider a more streamlined, OMB administered, arbitration style appeal process for such applications. Under such a process, the OMB could be provided with all the information that was considered by the local decision making body in rendering their decision and make a final determination based on review of that information. This could eliminate much of the time and cost associated with preparing for, and holding hearings on such applications and would also put a greater onus on all parties to ensure that all relevant information and concerns were available for consideration by the local decision making body, prior to their decision being made.

11. Should the powers of a local appeal body be expanded? If so, what should be included and under what conditions?

- Local appeal bodies are currently permitted to hear appeals under Section 45 (Minor Variances) and Section 53 (Consents), but not those related to Official Plans, Zoning Bylaws, Subdivisions or any other Planning Act applications. These latter processes typically involve more complex processes and planning considerations than consents and minor variances. Again, even if the powers of such bodies were expanded to include such applications, the volume of appeals in most municipalities would be unlikely to justify the time, effort and cost to establish and maintain such bodies. Further, it would put even greater onus on selecting members with the expertise, experience, time and dedication to deal with these more complex types of planning processes, which could be a considerable challenge.

Municipalities have the authority to pass by-laws that require applicants to consult with the municipality before they submit their planning application. There are two clear advantages to this: the municipality knows about potential development pressures and can advise the applicant if technical information or public consultation is needed.

12. Should pre-consultation be required before certain types of applications are submitted? Why or why not? If so, which ones?

- Pre-submission consultation with municipal staff and other agencies has the benefit of ensuring that proper identification/communication of the issues and considerations that need to be addressed are established at the outset of the development review process. This approach is commonly used for more complex development proposals

and works well and works best if it is coupled with clear complete application requirements. More experienced developers and builders and those involved in more complex proposals typically pre-consult even where it is not a requirement, as they understand that it generally provides greater certainty and saves time and money. Formal pre-consultation should generally be required for more complex applications such as Official Plan amendments, subdivisions and more complex zone change applications. However, the current Planning Act framework, whereby a municipality can set out which applications require formal pre-consultation and the requirements for a complete application, seems to provide the necessary power and flexibility for municipalities to address this issue locally based on their specific review processes and needs.

*In some Ontario communities, land use planning documents and decisions are made at a regional or upper-tier level, which impact lower-tier municipalities. The Planning Act requires that all lower-tier official plans conform with upper-tier official plans. At the same time, it does not prevent lower-tier municipalities from **adopting** amendments that **do not** conform with the upper-tier plan.*

This causes tensions and pressures in the planning system. The upper-tier may be prematurely forced to deal with lower-tier planning matters. The premature amendments may get appealed to the Ontario Municipal Board, cluttering the appeal system and adding more costs.

13. How can better coordination and cooperation between upper and lower-tier governments on planning matters be built into the system?

- As noted in the responses to questions 1 and 4, Oxford does not generally have these issues, due primarily to the nature of its planning structure (i.e. a single Official Plan and planning office). Although this structure is still dependant on open two way communication to be successful, it ensures planning staff are aware of the issues, goals and objectives of both the County and the eight Area Municipalities within the County when developing policies and formulating planning recommendations. To date, this planning structure and approach has been effective at either avoiding or addressing many of the potential tensions and pressures that may otherwise be inherent in a two tier municipal structure.

Theme C: Better engage citizens in the local planning process

Public participation is important to the land use planning system. However, at times the public may feel the process is too difficult to access, or they may believe they lack influence in planning decisions.

14. What barriers or obstacles may need to be addressed in order for citizens to be effectively engaged and be confident that their input has been considered (e.g. in community design exercises, at public meetings/open houses, through formal submissions)?

- More and more, citizens are choosing to access and consume information primarily in digital form. This can create both challenges and opportunities for citizen notification and engagement with respect to municipal planning matters and initiatives. For instance, the Planning Act sets out the prescribed notice requirements for various

applications and processes, which include newspaper notices, the posting of signs and direct mailing. However, many people no longer subscribe to a local newspaper and have moved away from direct mail as a primary means of communication. Therefore, the Province needs to recognize alternative approaches for addressing the statutory notice requirements that keep pace with these societal changes and the evolving use of technology. Changes to be considered include such approaches as posting of notices on municipal websites, digital and non-print media campaigns, etc. Perhaps consideration could be given to an approach that would allow for, or encourage, a suite of potential tools to be used by municipalities, with the particular approach adopted by each municipality set out in their Official Plan or approved public consultation guideline.

- Public meetings/open houses can sometimes be a barrier to public engagement due to time pressures, mobility issues or discomfort with group formats, therefore, allowing for a range of less formal engagement opportunities, including social media, can assist in overcoming this potential barrier.
- With respect to ensuring citizens are confident that their input has been considered, see response to question 15 below.

15. Should communities be required to explain how citizen input was considered during the review of a planning/development proposal?

- Reports to Council/Committee providing recommendations on a planning matter or development proposal should address and/or document any submissions or formal input received so that it is clear to the public that such submissions have been considered by planning staff in formulating their recommendation and by Council/Committee in making their decision. As well, any community consultation or engagement exercise on a planning matter or initiative should set out the goals and expectations from such consultation or engagement and how any feedback received will be considered as part of the process.

Theme D: Protect long-term public interests, particularly through better alignment of land use planning and infrastructure decisions and support for job creation and economic growth

Well planned communities with good infrastructure are better able to accommodate new development and investment. Aligning the land use planning process with infrastructure investment, not only reduces costs and supports economic competitiveness, it also improves the economic well-being of the community.

16. How can the land use planning system support infrastructure decisions and protect employment uses to attract/retain jobs and encourage economic growth?

- One potential approach that could be considered by the Province to better support infrastructure decisions and encourage economic growth would be to allow municipalities to utilize a land use planning horizon in excess of 20 years in certain circumstances, such as where major municipal investments in infrastructure or employment land development are being proposed.

In some cases, amendments to local planning documents are made to put in place a policy following significant public consultation, or to put in place something that's already been provincially approved. These amendments can still be appealed.

17. How should appeals of official plans, zoning by-laws, or related amendments, supporting matters that are provincially-approved be addressed? For example, should the ability to appeal these types of official plans, zoning by-laws, or related amendments be removed? Why or why not?

- Where a comprehensive Provincial approval process is the de-facto review and approval process for a particular land use or development, any associated amendments to municipal planning documents simply become implementation tools, rather than the primary process through which the use/development is reviewed and evaluated. In such cases, there may be merits in limiting the ability to appeal the associated planning applications (i.e. to the applicant only) in order to provide greater certainty for the proponent and to ensure municipalities are not put in the position of devoting considerable staff and financial resources to hearings on matters that have already been thoroughly reviewed and essentially decided through the Provincial review process. However, to ensure fairness and due process, the Provincial review and approval process must include adequate opportunities for public input and engagement and appropriately address municipal concerns and requirements.
- As noted in the response to Question #5, the Province should consider limiting the types of appeals permitted with respect to municipally initiated comprehensive amendments, particularly those reviewed and approval by the Province (i.e. Section 26 amendments). Such appeals should only be allowed with respect to broad policy matters and where strong planning rationale has been provided. As well, the Province should consider restricting appeals to amendments that have been undertaken by a municipality solely to conform with Provincially approved plans (i.e. Source Protection Plans), or other matters that have been Provincially approved.

b) DEVELOPMENT CHARGES CONSULTATION PROCESS

According to the Provincial consultation document, the current Development Charges framework was designed based on consultations with municipalities and developers, with the core principle being that development charges be the primary tool for ensuring that “growth pays for growth”.

Given the complexity and technical nature of the development charges rules and calculations, it is difficult for those not directly involved in the preparation of development charge studies and by-laws to provide specific recommendations on revisions/improvement to the legislation, methodology or calculations. However, some general comments have been provided in response to each of the questions set out in the Ministry's consultation document, with the overall expectation being that any proposed changes to the methodology/calculations will continue to be clearly based on the over-riding principle of growth paying for growth.

Development Charges Process

1. Does the development charge methodology support the right level of investment in growth-related infrastructure?

- The 10% mandatory discount that must be applied to 'soft services' is inconsistent with the legislation's underlying principle for development charges – "growth pays for growth".
- The same rules should apply to all eligible services, unless there is clear and supportable rationale for maintaining a mandatory discount for 'soft services' from a growth pays for growth perspective.

2. Should the Development Charges Act, 1997 more clearly define how municipalities determine the growth-related capital costs recoverable from development charges? For example, should the Act explicitly define what is meant by benefit to existing development?

- A strong framework for calculating the benefit to existing development may be a more effective way of ensuring "growth pays for growth", rather than simply on the basis of historic service level standards. However, the framework should not limit local flexibility for the municipality to implement alternative approaches, where adequate justification can be provided. Any changes contemplated to establishing a more clearly defined framework for determining growth-related capital costs should increase transparency, so that the methodology can be better understood by municipal staff and those who pay the charge.

3. Is there enough rigour around the methodology by which municipalities calculate the maximum allowable development charges?

- Yes, the DCA lays out the regulatory and legislative framework which municipalities must follow to levy development charges. The legislation was formed based on consultations with municipalities and developers, with the underlying principle that "growth pays for growth".

Experienced experts in the field of Development Charges are retained to prepare the Development Charge studies, which involves complex residential and non-residential growth forecasting models, determining the relationship between growth and infrastructure requirements, updating of service level inventories and extensive consultation. Further, municipalities are required to hold at least one public meeting before passing development charge by-laws, making both the by-law and background study available to the public for review. The Ontario Municipal Board (OMB) has broad powers to change or cancel a by-law, or to force the municipality to do so, if the OMB determines the by-laws to be inconsistent with the legislation.

- However, it may be beneficial for the Act to allow for potential changes to the service level standard to be considered in the context of both historic service levels and required improvements to the overall quality of service - provided benefit to existing development is appropriately determined. Asset management plans should play an important role in this determination in the future.

Eligible Services

- 4. The Development Charges Act, 1997 prevents municipalities from collecting development charges for specific services, such as hospitals and tourism facilities. Is the current list of ineligible services appropriate?**
 - Development charges should be collected to fund services for which there is clearly a municipal responsibility for setting the level of service and capital plan. There should be a clear link between growth and demand for service – such as waste management which is deemed ineligible under the current Act.
 - In keeping with the “growth pays for growth” principle, all services where the municipality is responsible for providing and funding the level of service and capital plan should be eligible services under the DCA.

- 5. The Development Charges Act, 1997, allows municipalities to collect 100% of growth-related capital costs for specific services. All other eligible services are subject to a 10% discount. Should the list of services subject to a 10 % discount be re-examined?**
 - The use of 100% eligible and 10% discount service categories may create some unintended consequences, particularly for municipalities with responsibility for both transit (90%) and roads (100%); and fire (100%) and ambulance (90%). Currently the DCA prohibits integrated financial planning for transportation (roads and transit) which could lead to overbuilding roads at the expense of transit, since a greater proportion of the costs can be recovered from development charges for the construction of roads. It may also be a deterrent of shared service infrastructure between fire and ambulance services. Applying the same rules to all these services may encourage efficiencies and reduce overall cost of infrastructure.
 - The same rules should be applied to all eligible services, unless there is clear and supportable rationale for maintaining a discount for certain eligible services from a growth pays for growth perspective.

- 6. Amendments to the Development Charges Act, 1997 provided Toronto and York Region an exemption from the 10 year historical service level average and the 10% discount for growth-related capital costs for the Toronto-York subway extension. Should the targeted amendments enacted for the Toronto-York Subway Extension be applied to all transit projects in Ontario or only high-order (e.g. subways, light rail) transit projects?**
 - Potential changes to the service level standard for transit facilities should be considered in the context of the framework for benefit to existing development and potential improvements in the level or quality of service. This is an area where asset management plans would play an important role in the future.

Reserve Funds

- 7. Is the requirement to submit a detailed reserve fund statement sufficient to determine how municipalities are spending reserves and whether the funds are being spent on the projects for they were collected?**
 - The detailed DC reserve fund statements have not been challenged by internal or external stakeholders, therefore, they are considered to be sufficient in addressing accountability and transparency of the municipality's development charges program.
- 8. Should the development charge reserve funds statements be more broadly available to the public, for example, requiring mandatory posting on a municipal website?**
 - Oxford County's DC reserve fund statements are already available to the public as part of municipal council meetings, which are open to the public. Further, Oxford, like most municipalities, posts the agenda material on the County website, which includes the annual DC reserve fund statements.
- 9. Should the reporting requirements of the reserve funds be more prescriptive, if so, how?**
 - No, the requirement for review and updates to the development charge by-laws and preparation of a new Development Charge background study every five years in addition to the annual reporting requirements of the development charge reserve fund balances currently provides reasonable transparency with respect to the status and use of such reserves.

Section 37 (Density Bonusing) and Parkland Dedication Questions

- 10. How can Section 37 and parkland dedication processes be made more transparent and accountable?**
 - Planning staff are not aware of any concerns with respect to the application of Section 37 of the Planning Act (increased height and density provisions) or parkland dedication processes in Oxford County.
- 11. How can these tools be used to support the goals and objectives of the Provincial Policy Statement and the Growth Plan for the Greater Golden Horseshoe?**
 - The County of Oxford Official Plan currently contains provisions allowing for an Area Municipality within the County to pass a by-law, in accordance with Section 37 of the Planning Act, to provide for height or density bonuses to achieve various objectives, such as the provision of affordable housing, day care facilities, cultural amenities and enhanced public open space and the preservation of heritage building and/or districts.
 - The Official Plan also contains local policy direction with respect to parkland dedication and cash-in-lieu of parkland requirements. Staff are not aware of any specific concerns with respect to the current parkland dedication regulations or policies.

- Continue to provide flexibility for municipalities to establish Official Plan policies to identify the circumstances under which height and density bonuses may be considered to promote various Provincial and local planning objectives.

Voluntary Payments Questions

12. What role do voluntary payments outside of the Development Charges Act, 1997 play in developing complete communities?

- Voluntary payments are used by some municipalities to achieve specific objectives related to a particular development, such as enhanced parkland development. As well, some municipalities use voluntary payments to off-set the short fall in funding for growth related services resulting from the ineligibility of certain growth related services, the 10% mandatory discount and historic service level calculations under the Development Charges Act. Therefore, appropriately addressing these issues through revisions to the Act, to ensure growth pays for growth, would likely reduce the need for municipalities to seek such voluntary payments.
- Although voluntary payments do not appear to have been widely used in Oxford, they should remain as an available tool. However, it is important that municipalities consider the potential impact of such payments on matters such as housing affordability and economic competitiveness.

13. Should municipalities have to identify and report on voluntary payments received from developers?

- Transparency and accountability is expected by the public and ensures legislative authorities are not compromised.

14. Should voluntary payments be reported in the annual reserve fund statement, which municipalities are required to submit to the Ministry of Municipal Affairs and Housing?

- In order to meet the public's expectation for transparency and accountability, voluntary payments should be included on the annual DC reserve fund statement.

Growth and Housing Affordability Questions

15. How can the impacts of development charges on housing affordability be mitigated in the future?

- There are a variety of factors that influence housing affordability, including land and housing supply, local market pressures, development and construction costs, interest rates, mortgage qualification rules, property taxes, insurance and utility costs etc. Development charges as a percentage of the cost of a new home have remained somewhat stable (5% to 9%) since the DCA first came into force. Current indexing of development charges is linked to the Statistics Canada Quarterly Construction Price Statistics which reflects rising costs associated with construction - the most significant driver of development charge increases.
- The current DCA already provides the ability for municipalities to partially address affordable housing concerns, by providing exemptions from development charges for

qualifying affordable housing projects in accordance with the definitions or criteria set out in the municipal DC by-laws. This flexibility should be maintained.

16. How can development charges better support economic growth and job creation in Ontario?

- Continue to allow municipalities to use mechanisms when setting development charges for non-residential development that will influence the location of such development (near services and transportation networks) and attract the types of business and industry that generate jobs.

High Density Growth Objectives

17. How can the Development Charges Act, 1997 better support enhanced intensification and densities to meet both local and provincial objectives?

- Currently municipalities may apply development charges in ways that best suit their local growth-related goals and priorities. As an example, by encouraging development through reductions in development charges in areas such as downtown cores and other areas where higher-density growth is desired.
- Increased clarity with respect to municipal authority to use and place limits on demolition credits would provide for more consistency and equitable application.

18. How prescriptive should the framework be in mandating tools like area-rating and marginal cost pricing?

- The technical work required to defend marginal cost charges or complex area rates could be costly and difficult to justify, making a framework that would appropriately respond to various differing local circumstances difficult to define. Therefore, the DCA should maintain the ability for municipalities to determine the most appropriate tools to apply to different infrastructure based on their local context.

19. What is the best way to offset the development charge incentives related to densities?

- While no specific solution is proposed, any changes to the current approach should be permissive, allowing/facilitating incentives to support smart growth initiatives that fit local circumstances, while still ensuring that, overall, growth is paying for growth.

Conclusions

Many of the issues and consultation questions set out in the consultation documents are of greater concern in larger urban municipalities. To date, most have not been major issues in Oxford due primarily to its more modest size and unique planning structure. However, as identified in the proposed responses to the question provided in this report, there are a number of areas where modifications to the Land Use Planning and Appeals and/or Development Charge processes or approaches would be beneficial and should be given further consideration by the Province. As such, it is important that the County and/or Area Municipalities ensure that the Province is made aware of these considerations through the current Provincial consultation processes.

SIGNATURES

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ATTACHMENTS

Attachment 1: Land Use Planning and Appeal System – Consultation Document, Fall 2013
Attachment 2: Development Charges – Consultation Document, Fall 2013



Land Use Planning and Appeal System

Consultation Document • Fall 2013

Well-planned communities attract jobs and support economic development. They make effective and efficient use of their infrastructure, and offer appropriate transportation choices. They address environmental and resource concerns such as rainwater runoff and soil erosion. They offer their citizens a high quality of life, opportunities for a healthy lifestyle and safe, well-serviced places to live, work and play.

Did you know ?

Land use planning tools can be used to support a community's **sustainable planning** objectives.

The keystone of Ontario's land use planning system is the ***Planning Act***, administered by the province through the Ministry of Municipal Affairs and Housing. The *Act* sets the framework for planning and development.

Supporting these ground rules are the ***Provincial Policy Statement (PPS)*** and provincial plans, such as the ***Growth Plan for the Greater Golden Horseshoe***, ***Growth Plan for Northern Ontario***, ***Greenbelt Plan***, ***Oak Ridges Moraine Conservation Plan***, ***Niagara Escarpment Plan*** and the ***Lake Simcoe Protection Plan***. Provincial plans provide more detailed policy directions for specific geographic regions.

The PPS is a key part of this system and is made under the authority of Section 3 of the *Planning Act*. It integrates all provincial ministries' land use interests and it applies to the entire province. The PPS includes land use policies on matters like natural heritage, agriculture, transportation, housing, economic development, mineral aggregates (rock, gravel or sand used in construction) and water resources. These policies may be further detailed in provincial land use plans, which are created under various statutes. These plans provide provincial direction for specific geographic areas of the province. They address matters such as environmental conservation, growth management and economic issues. In order for these provincial policies and plans to be implemented locally, the *Planning Act* requires that all local planning decisions shall be consistent with the PPS, and shall "conform" or "not conflict" with provincial plans in effect.

Key Participants

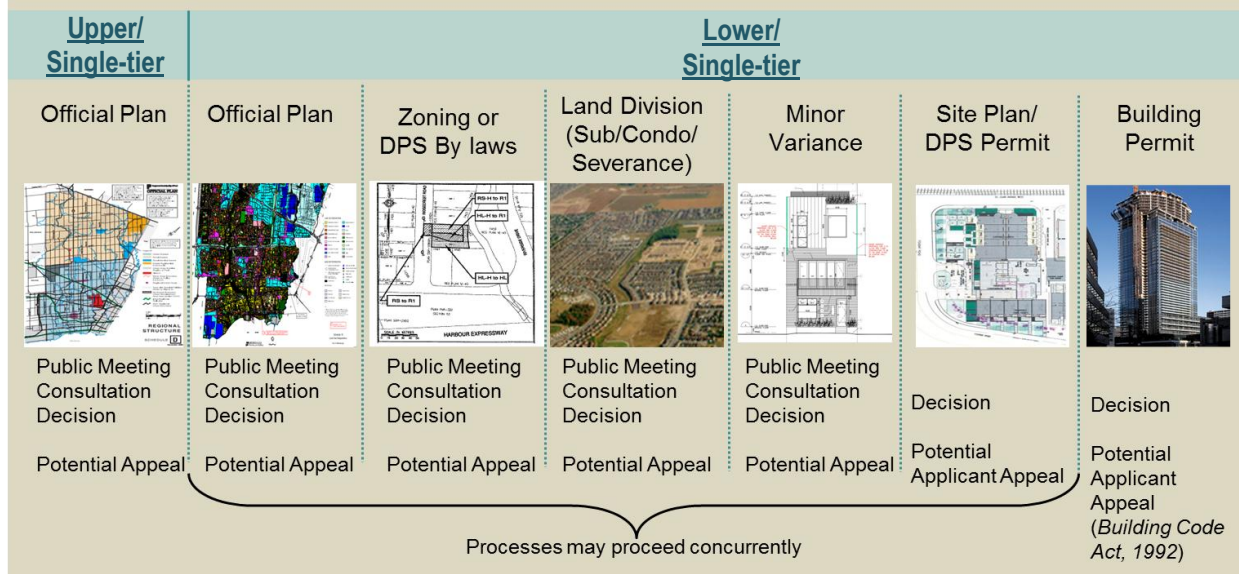
| | |
|------------------------------------|---|
| Province | <ul style="list-style-type: none"> Province leads with legislation, policy and plans, and provides approval function where required |
| Municipalities/ Planning Boards | <ul style="list-style-type: none"> Municipalities implement policies through their official plans, zoning by-laws, planning decisions |
| Property Owners Developers | <ul style="list-style-type: none"> Planning boards provide advice and assistance to municipal councils for land use planning matters in the North |
| Aboriginal Communities | <ul style="list-style-type: none"> Opportunities for input and involvement are important parts of the system (e.g. public meetings and open houses) |
| Agencies | <ul style="list-style-type: none"> System provides a process for change to most land use plans and allows most applications to be appealed to the Ontario Municipal Board as an independent body dealing with disputes |
| Public/Stakeholders | |
| Ontario Municipal Board | |

Did you know ?

More information on the land use planning system can be found in the Ministry of Municipal Affairs and Housing's [Citizens' Guides to Land Use Planning](#).

Within this structure, communities set out their own goals and rules in their official plans, which control how they will grow and develop. The planning system allows the public to play a key role in the planning process by giving them opportunities to review and comment on various planning matters. This is especially important in helping to shape the community vision, which the official plan seeks to achieve. Official plans are implemented through tools like zoning by-laws, site plans, plans of subdivisions, and development permits.

Policy-led Planning System



Once an official plan comes into effect, it can be amended at any time. Changes may be needed to incorporate new provincial policies or allow development that the policies in the current plan do not permit. These changes occur through an official plan amendment initiated by the municipality/[planning board](#) or a private applicant. The amendment is prepared and processed in the same manner as the plan itself. In some instances the official plan may be up-to-date; however the related zoning by-law may not reflect the updated official plan.

Did you know ?

In 2011, 45 per cent of municipalities had up-to-date official plans.

In those cases, a rezoning would be necessary to permit a development that conforms to the official plan. In addition, in order to obtain a building permit, the development must conform to zoning by-law requirements. As the needs of communities change, it is important that official plans and zoning by-laws are kept up-to-date, not only to reflect the changing needs of communities, but also to reduce the number of site-by-site amendments. By doing this, communities can reduce the likelihood of disputes that may result in [Ontario Municipal Board \(OMB\)](#) appeals.

| Application Type | Timeline to Trigger Appeals where Non-Decision |
|---|--|
| Official Plan Amendment for Municipal Decision | 180 days |
| Official Plan/Amendment for Approval Authority Decision | 180 days |
| Zoning by-law Amendment | 120 days |
| Subdivision | 180 days |
| Consent | 90 days |
| Site Plan | 30 days |

The planning system also sets out timelines for decision-making on planning matters. If a decision isn't made within these timelines, the matter can be appealed to the Ontario Municipal Board. The timelines are based on application types. For example, an official plan amendment timeframe is 180 days, regardless of whether it is a simple amendment or a complex amendment.

Land use planning often brings together a number of competing interests. Since people have different ideas about what planning and development should accomplish, disputes are not uncommon.

If an application is challenged or disputed, it can generally be appealed to the Ontario Municipal Board. The OMB is responsible for hearing appeals on matters concerning planning disputes and gets its authority to hear planning matters from the *Planning Act*. It is a quasi-judicial tribunal which makes legally-binding decisions independent of the government. The OMB's authority also includes hearing disputes related to fees and amount of parkland dedication, etc.

Did you know ?

Almost all other provinces have boards that hear appeals from land use planning decisions. The types of land use planning matters that come before them may vary.

Did you know ?

The OMB bases its decisions on:

- evidence presented
- relevant law
- municipal land use planning policies
- Provincial Policy Statement and provincial plans
- principles of good planning

Ontario Municipal Board Caseload

| Files (Applications and Appeals) | 2007/08 | 2008/09 | 2009/10 | 2010/11 | 2011/12 |
|---|-------------|-------------|-------------|-------------|-------------|
| Minor Variance | 578 | 552 | 363 | 495 | 581 |
| Consent | 279 | 260 | 176 | 229 | 305 |
| Zoning By-laws | 275 | 190 | 187 | 197 | 159 |
| Official Plans | 198 | 162 | 169 | 172 | 120 |
| Zoning Refusal or Inaction | 172 | 163 | 146 | 160 | 125 |
| Plans of Subdivision | 95 | 68 | 76 | 98 | 68 |
| Municipal and Misc. (including site plans) | 92 | 83 | 68 | 90 | 115 |
| Development Charges | 16 | 15 | 60 | 9 | 18 |
| Land Compensation | 25 | 29 | 42 | 34 | 31 |
| Capital Expenditures | 8 | 9 | 11 | 9 | 5 |
| Joint Board | 0 | 2 | 1 | 1 | 0 |
| Site Plan after Nov. 15 | 25 | | | | |
| Other | | 48 | 33 | | |
| Total | 1763 | 1581 | 1332 | 1494 | 1527 |

Planning Act

- A large number of appeals from decisions/lack of decisions of approval authorities in respect to the updating of major planning documents to implement the Growth Plan for the Greater Golden Horseshoe and PPS, led to a number of OMB files.

*Source: [Ontario Municipal Board Annual Reports](#)

Did you know ?

*In 2011/12, minor variances and consents made up 58 per cent of the OMB's planning application caseload.

Did you know ?

**Planning Act* files received by the OMB decreased by 14% from 2007/08 to 2011/12 fiscal years.

Did you know ?

*In 2011/12, the majority of the OMB caseload originated from the following areas:

- Toronto: 30 per cent
- Greater Toronto Area (excluding Toronto): 16 per cent
- Ottawa: 9 per cent

*Source: [Ontario Municipal Board Annual Reports](#)

LAND USE PLANNING REFORMS

Since 2003, the province has undertaken a comprehensive review of the land use planning system. It introduced various legislation, policies and plans such as the:

- Revised PPS, which provides direction on building stronger communities, the wise use and management of resources and protecting public health and safety;
- Greenbelt Plan, which established a permanent greenbelt of approximately 2 million acres across the Greater Golden Horseshoe to ensure the long-term protection of agriculture, natural heritage systems, water resources, recreation and tourism;
- Growth Plan for the Greater Golden Horseshoe, which was created to better manage growth in the Greater Golden Horseshoe by creating compact, complete communities, supporting a strong economy, efficiently using land and infrastructure and protecting agricultural land and natural areas; and
- Growth Plan for Northern Ontario, which aims to strengthen the economy of the north by providing a framework for decision-making and investment by both the province and local governments.



Along with these policies and plans, planning legislation and regulations have also undergone a number of major reforms. The goal of these reforms was to address concerns with how the system was working, and to build strong, prosperous communities within a healthy environment.

Some of the most recent legislative efforts to reform the system occurred in 2004 and 2007. Changes were made to:

- Provide clear rules and protection of public interests, such as:
 - requiring stronger adherence to the PPS;
 - introducing the requirement to consult with a municipality before making a planning application;
 - giving communities the authority to set out complete application requirements; and
 - requiring that planning documents be updated.
- Encourage public participation, such as:
 - enhancing public notification and requiring public open houses in some circumstances; and
 - increasing decision timelines.

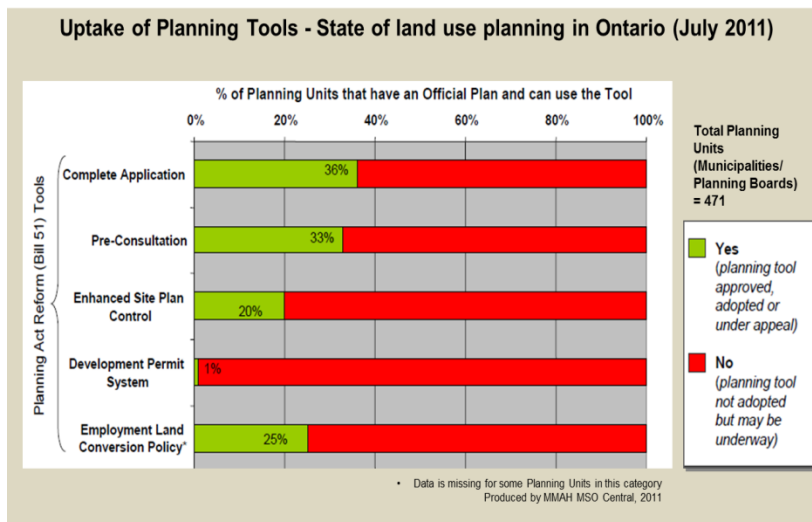
- Introduce planning and financial tools, such as:
 - limiting ability to appeal settlement area boundary and employment land conversion;
 - allowing municipalities to have architectural controls;
 - enhancing development permit system (DPS) and community improvement plan provisions; and
 - introducing an option for local appeal bodies to adjudicate minor variances and consent disputes.
- Provide clear rules for planning applications at the OMB, such as:
 - allowing repeat applications to be dismissed;
 - restricting OMB decisions to matters considered by municipal council;
 - dismissing substantially different applications than those originally submitted for a local decision; and
 - requiring OMB to have regard for local decisions and information and materials provided to council.

Did you know ?

Since 2007, municipalities have had the authority to establish their own local appeal body to adjudicate specific local disputes.

The figure below provides an overview of the uptake of some of the major planning tools on a province-wide basis. These tools include:

- Complete applications – municipalities can set out what additional information beyond those set out in regulation is required when a planning application is submitted.
- Pre-consultation – municipalities can pass a by-law requiring applicants to consult with them before submitting a planning application.
- Enhanced site plan – municipalities can consider the external and sustainable design of buildings.
- DPS – a land use planning tool that combines the zoning, site plan and minor variance processes into one application and approval process.
- Employment land conversion – municipalities have the ability to have the final say on whether designated employment lands can be changed to other uses.



on whether designated employment lands can be changed to other uses.

CURRENT CONTEXT

Given the number of changes made to the planning system over recent years and some continuing concerns that have been raised about parts of the system, Ontario is reviewing the land use planning and appeal system to make sure it is predictable, transparent, cost-effective and responsive to the changing needs of communities.

Concerns about the system have focused around four key themes, which will be the focal point for the review:

| | |
|----------------|---|
| Theme A | Achieve more predictability, transparency and accountability in the planning/appeal process and reduce costs |
| Theme B | Support greater municipal leadership in resolving issues and making local land use planning decisions |
| Theme C | Better engage citizens in the local planning process |
| Theme D | Protect long-term public interests, particularly through better alignment of land use planning and infrastructure decisions, and support for job creation and economic growth |

We are interested in hearing your views on how the land use planning and appeal system is working. Any proposed new approaches or changes should consider the following guiding principles:

- the public is able to participate, be engaged and have their input considered;
- the system is led by sound policies that provide clear provincial direction/rules and is also led by up-to-date municipal documents that reflect matters of both local and provincial importance;
- communities are the primary implementers and decision-makers;
- the process should be predictable, cost-effective, simple, efficient and accessible, with timely decisions; and
- the appeal system should be transparent; decision-makers should not rule on appeals of their own decisions.

Please note that while we are interested in hearing your views, recommendations that would result in a complete overhaul of the land use planning and appeal system are not being considered at this time.

More specifically, this consultation will **not** discuss or consider:

- elimination of the OMB;
- the OMB's operations, practices and procedures;
- removal of the provincial government's approval role;
- the restriction of the provincial government's ability to intervene in matters; and
- matters involving other legislation, unless housekeeping changes are needed.

Comments on issues that are not the focus of the consultation will be shared with the ministries or agencies responsible.

The government will give serious consideration to all of the comments and information received. The comments and suggestions will be used to help inform the government on what changes to the system may be needed.

ISSUES AND QUESTIONS TO DISCUSS

Theme A: Achieve more predictability, transparency and accountability in the planning / appeal process and reduce costs

The *Planning Act* requires communities to update their official plans on a five-year basis, and zoning by-laws within three years of the official plan update. A common concern is that local planning documents are not updated regularly enough to reflect the changing needs of a community.

1. How can communities keep planning documents, including official plans, zoning by-laws and development permit systems (if in place) more up-to-date?
2. Should the planning system provide incentives to encourage communities to keep their official plans and zoning by-laws up-to-date to be consistent with provincial policies and priorities, and conform/not conflict with provincial plans? If so, how?

Another concern is the number of times that planning documents are amended. It has been suggested that a way of achieving more predictability is to limit the number of times these are changed. It should be noted, however that a reduced ability to change documents could affect the flexibility of the land use planning system, the ability to make local decisions, and the ability to address emerging issues.

3. Is the frequency of changes or amendments to planning documents a problem? If yes, should amendments to planning documents only be allowed within specified timeframes? If so, what is reasonable?

Since issues are becoming more complex, and decisions on planning matters must be well informed, there are often significant costs involved in amending planning documents or seeking approvals. These increasing costs have placed pressures on municipalities, applicants and the general public to find ways to reduce costs.

It has been suggested that costs may be reduced by promoting more collaboration between applicants, municipalities and the public through the sharing and exchange of information such as resource materials and reports.

4. What barriers or obstacles may need to be addressed to promote more collaboration and information sharing between applicants, municipalities and the public?

Appeals are often broad in scope and there may be many matters under appeal at the same time, resulting in long, complex and costly Ontario Municipal Board (OMB) hearings. Although the *Planning Act* currently requires the person or body making the appeal (the appellant) to specifically identify what is being appealed and why, sometimes the entire planning document (e.g. official plan) is appealed to the OMB by one appellant. This causes extensive appeal process delays and increases costs for the community in managing these types of far-reaching appeals.

5. Should steps be taken to limit appeals of entire official plans and zoning by-laws? If so, what steps would be reasonable?

Sometimes a matter is appealed to the OMB because a council did not make a decision within the required timeframe. In these cases, there is no time limit on when additional appeals may be filed on the same matter. As appeals continue to flow into the municipality, it can be very challenging to prepare for OMB hearings. The additional appeals result in delays in the OMB's hearing processes, increasing costs for everyone involved.

6. How can these kinds of additional appeals be addressed? Should there be a time limit on appeals resulting from a council not making a decision?

7. Should there be additional consequences if no decision is made in the prescribed timeline?

The Development Permit System (DPS) is a land use planning tool that combines the zoning, site plan and minor variance processes into one application and approval process. The tool shifts the focus upfront, creating a policy-led process, which promotes strategic, integrated long-term planning and provides certainty, transparency and accountability for the community. In order to implement a DPS, a municipality must undertake the following:

- Engage the public through enhanced public consultation opportunities;
- Amend its official plan to identify DPS area(s) and set out its goals, objectives and policies;
- Identify the types of conditions and criteria that may be included in the by-law, including discretionary uses, by which applications will be evaluated;
- Enact a development permit by-law to replace the zoning by-law, which provides flexibility by specifying minimum and maximum development standards and by allowing for a specified range of variation; and
- Identify what matters may be delegated from council to staff.

When the new system was introduced during the last round of planning reforms, it aimed to streamline local planning approvals while promoting development, enhancing environmental protection and supporting key priorities such as community building, brownfield redevelopment, greenspace preservation and environmental protection. To date,

only four municipalities have adopted this tool.

8. What barriers or obstacles need to be addressed for communities to implement the development permit system?

Theme B: Support greater municipal leadership in resolving issues and making local land use planning decisions

Municipalities have an integral role in the local land use planning process through decision-making, preparing planning documents and ensuring a balance of wider public interests and those of their local community. Achieving collaboration and consensus is often difficult, which may result in land use planning appeals.

9. How can better cooperation and collaboration be fostered between municipalities, community groups and property owners/developers to resolve land use planning tensions locally?

Municipalities have the authority to create optional local appeal bodies that can hear appeals on local planning disputes involving minor variances and consents. To date, no municipality has established a local appeal body.

10. What barriers or obstacles may need to be addressed to facilitate the creation of local appeal bodies?

11. Should the powers of a local appeal body be expanded? If so, what should be included and under what conditions?

Municipalities have the authority to pass by-laws that require applicants to consult with the municipality before they submit their planning application. There are two clear advantages to this: the municipality knows about potential development pressures and can advise the applicant if technical information or public consultation is needed.

12. Should pre-consultation be required before certain types of applications are submitted? Why or why not? If so, which ones?

In some Ontario communities, land use planning documents and decisions are made at a regional or upper-tier level, which impact lower-tier municipalities. The *Planning Act* requires that all lower-tier official plans conform with upper-tier official plans. At the same time, it does not prevent lower-tier municipalities from **adopting** amendments that **do not** conform with the upper-tier plan.

This causes tensions and pressures in the planning system. The upper-tier may be prematurely forced to deal with lower-tier planning matters. The premature amendments may get appealed to the Ontario Municipal Board, cluttering the appeal system and adding more costs.

13. How can better coordination and cooperation between upper and lower-tier governments on planning matters be built into the system?

Theme C: Better engage citizens in the local planning process

Public participation is important to the land use planning system. However, at times the public may feel the process is too difficult to access, or they may believe they lack influence in planning decisions.

14. What barriers or obstacles may need to be addressed in order for citizens to be effectively engaged and be confident that their input has been considered (e.g. in community design exercises, at public meetings/open houses, through formal submissions)?

15. Should communities be required to explain how citizen input was considered during the review of a planning/development proposal?

Theme D: Protect long-term public interests, particularly through better alignment of land use planning and infrastructure decisions and support for job creation and economic growth

Well planned communities with good infrastructure are better able to accommodate new development and investment. Aligning the land use planning process with infrastructure investment, not only reduces costs and supports economic competitiveness, it also improves the economic well-being of the community.

16. How can the land use planning system support infrastructure decisions and protect employment uses to attract/retain jobs and encourage economic growth?

In some cases, amendments to local planning documents are made to put in place a policy following significant public consultation, or to put in place something that's already been provincially approved (such as Source Protection Plans). These amendments can still be appealed.

17. How should appeals of official plans, zoning by-laws, or related amendments, supporting matters that are provincially-approved be addressed? For example, should the ability to appeal these types of official plans, zoning by-laws, or related amendments be removed? Why or why not?

SUBMIT YOUR COMMENTS AND IDEAS

You are invited to share your comments and ideas by **January 10, 2014**. You can:



Share your views at a meeting or regional workshop



Submit your comments through an online version of this guide at www.ontario.ca/landuseplanning

Environmental Bill of Rights Registry Number: 012-0241
<http://www.ebr.gov.on.ca/>



Email a submission to PlanningConsultation@ontario.ca



Write to us at:
Land Use Planning and Appeal System Consultation
Ministry of Municipal Affairs and Housing
Provincial Planning Policy Branch
777 Bay Street, 14th Floor, Toronto, ON M5G 2E5

Preparing an Email or Mail Submission

Please structure your submission as answers to the question listed above or submit responses in each of the theme areas.

Personal Information

Personal information you provide is collected under the authority of the *Ministry of Municipal Affairs and Housing Act*.

Thank you for your interest in Ontario's Land Use Planning and Appeal System.



Development Charges in Ontario

Consultation Document • Fall 2013

Development Charges Act, 1997 Review Consultation Document

Ontario is reviewing its development charges system, which includes the Development Charges Act and related municipal measures that levy costs on development (i.e. section 37 and parkland dedication provisions of the *Planning Act*), to make sure it is predictable, transparent, cost-effective and responsive to the changing needs of communities.

The Ministry of Municipal Affairs and Housing is consulting in the fall of 2013 with municipalities, the building and development industry and other key stakeholders on what changes to the system are needed.

This document is intended to help focus the discussion and identify potential targeted changes to the current framework.

Development Charges Act, 1997

The [Development Charges Act, 1997](#) lays out Ontario's regulatory and legislative framework which municipalities must follow to levy development charges.

This legislation resulted from negotiations with municipalities and developers and is based on the core principle that development charges are a primary tool in ensuring that "growth pays for growth".

Development Charges Act, 1997 Processes

To determine a development charge, a municipality must first do a background study. The background study provides a detailed overview of a municipality's anticipated growth, both residential and non-residential; the services needed to meet the demands of growth; and a detailed account of the capital costs for each infrastructure project needed to support the growth. The growth-related capital costs identified in the study are then subject to deductions and adjustments required by the legislation. These include:

- **Identifying services ineligible for a development charge.** The reason some services are exempt from development charges is that they are considered "discretionary" and not required for development to occur (e.g. entertainment and cultural facilities).
- **Requiring a service level cap tied to a ten-year historical average.** Capital costs for each service must be reduced by the costs associated with a service level greater than a 10-year historical average. This ensures new resident/business do not receive a service level greater than that provided to current residents/businesses.

Did you know?

200 of Ontario's municipalities collect development charges.

\$1.3 B in development charge revenue was collected in 2011.

Development charges accounted for 14 per cent of municipal tangible asset acquisition financing in 2011.

- **Reducing capital costs by the amount of growth-related infrastructure that benefits existing development.** For example, installation of a new transit line needed to service growth becomes part of the overall municipal system and therefore also benefits existing residents. Municipalities must estimate the financial impact of this benefit and reduce growth-related capital costs accordingly.
- **Reducing capital costs by an amount that reflects any excess capacity for a particular service.** Municipalities must account for uncommitted excess capacity for any municipal service for which they levy a development charge. For example, if a municipality wants to construct a new library they must examine if the current municipal library system is at capacity. If the system is not at capacity, a deduction to growth-related capital costs for the new library must be made. An exception is made if a municipal council indicates that excess capacity at the time it was created is to be paid for by new development.
- **Reducing capital costs by adjusting for grants, subsidies or other contributions.** If a municipality receives a grant, subsidy or other contribution for a municipal service for which a development charge is being levied growth-related capital costs must be reduced to reflect the grant, subsidy or other contribution. This attempts to prevent “double-dipping”.
- **Reducing capital costs for soft services (e.g. parkland development, transit, libraries) by 10 per cent.** The legislation specifically identifies seven municipal services for which growth-related capital costs are not subject to a 10% discount (i.e. water, wastewater, storm water, roads, electrical services, police and fire). All other services are therefore subject to a 10% discount. This measure was put in place so that a portion of growth-related costs is paid out of municipal general revenues. The deductions and adjustments attempt to identify the capital cost that can be attributed to the infrastructure needed to service growth and development. Therefore, revenue municipalities raise through development charges will help ensure growth-related capital costs are not borne by existing taxpayers.

While the legislation provides for deductions and adjustments, in some instances the Act does not specify how these are determined by municipalities. For example, municipalities must account for the impact of growth-related infrastructure benefits on existing development but the Act does not say how this impact is to be calculated.

Based on an analysis of current background studies for 19 of the largest municipalities in Ontario (single and lower tier) capital costs recovered from development charges on average accounted for 44 per cent of gross capital expenditure estimates for services that would be eligible for development charges. At a regional level (Durham, Halton, York and Peel) development charges recovered 63 per cent of gross capital expenditures (See Appendix Figure 1).

Did you know?

Hard services, such as roads, water, sewer and waste water, account for 67 per cent of all collection.

Greater Toronto Area municipalities collect 70 per cent of all development charges in Ontario.

Eligible Services

The **Development Charges Act, 1997** sets out specific services on which development charges cannot be imposed to pay for growth-related capital costs. This is a significant change from the **Development Charges Act, 1989** which gave municipal councils the authority to pass by-laws imposing charges on all forms of development to recover the net capital costs of services related to growth.

The scope of services funded under the Act was reduced by eliminating services which are not considered essential for new development and which benefit the community more broadly.

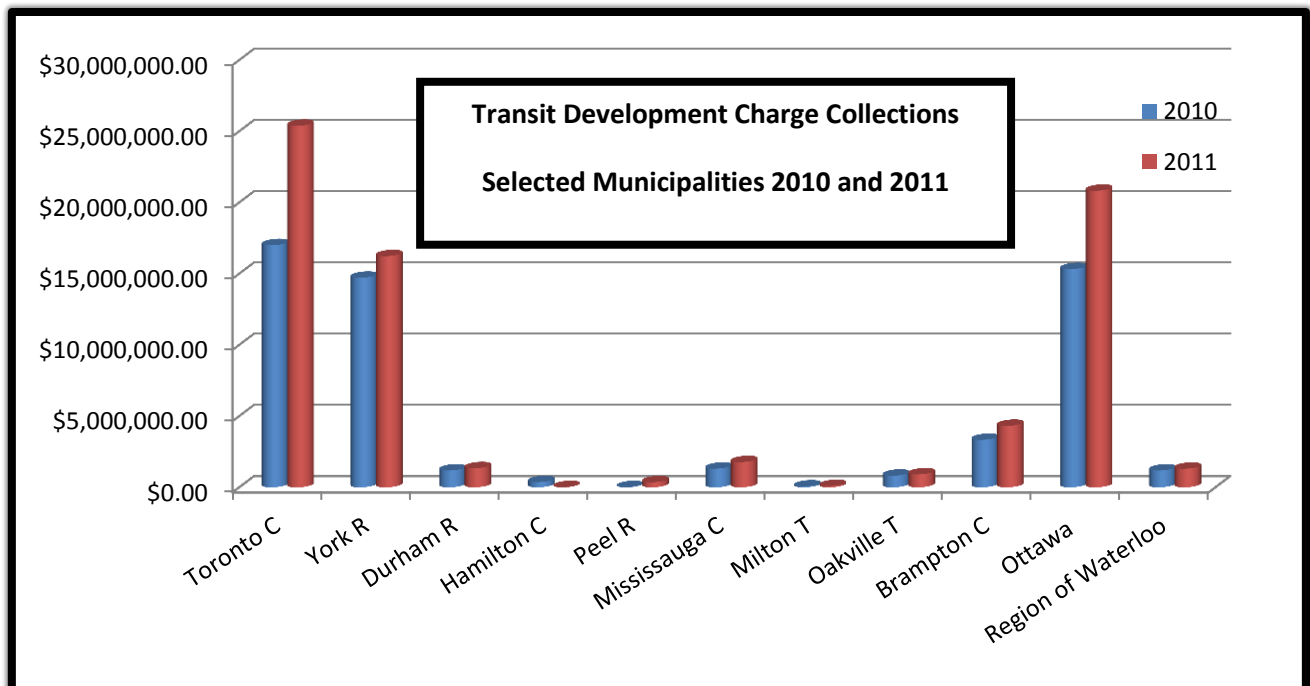
Municipalities have argued that a number of services that are currently ineligible, such as hospitals and waste management should be made eligible services for a development charge. Municipalities would also like to recover the full cost of new growth associated with particular services that are currently subject to a discount, such as transit.

The collection of development charges for transit is subject to a 10 per cent discount along with services such as parkland development, libraries, daycares, and recreational facilities. This broad category is generally referred to as “soft services” as opposed to “hard” services, such as roads and water which are not subject to the discount. The 10 per cent discount is seen as a way of ensuring that municipalities do not “gold plate” services with development money above and beyond general municipal standards.

Did you know?

In 2011, 37 municipalities collected \$74.2M in transit development charges; reserves stood at \$259.4M.

Without the 10 per cent discount applied to transit development charges, municipalities would have collected an additional \$8.2M.



Services for which a development charge is levied are also subject to the 10-year historical service average cap. Municipalities and transit supporters have suggested that transit levies be based on a peak or forward- looking service average. This would potentially allow municipalities to better co-ordinate transit infrastructure with planned growth.

Did you know?

A number of recent reports (i.e. Metrolinx Investment Strategy, Environmental Commission of Ontario and Environmental Defence) have advocated for amendments to the *Development Charges Act, 1997*, reflecting those made for the Toronto-York Subway Extension, for all transit projects in Ontario.

Transparency and Accountability

Public input

Municipalities must pass a development charge by-law within one year of the completion of a background study. Before passing the by-law, a municipality is required to hold at least one public meeting, making both the by-law and background study publicly available at least two weeks before the meeting.

The content of a by-law may be appealed to the Ontario Municipal Board (OMB) within 40 days of passing, after which the imposition of a specific development charge may be challenged within 90 days of the charge payable date. The OMB has broad powers to change or cancel (repeal) a by-law or to make the municipality do so. A number of appeals that are launched are settled between the parties involved before the Board makes a decision. If the Board orders a change to the by-law, it is considered to have come into force on the day that the by-law was passed. The municipality may then need to refund any amounts owed to anyone who paid the higher charge, with interest, within 30 days of the decision.

Reserve Funds

Municipalities must establish an “obligatory” reserve fund for each service for which a development charge is collected. The development charge funds must be spent on the infrastructure projects for which they were collected. In 2011, municipalities collected \$1.3B in development charges and had \$2.7B in obligatory reserves funds.

Most development charges are collected for non-discounted services with roads, water and wastewater infrastructure accounting for the largest share.

Each year the treasurer of a municipality is required to submit a development charge statement to council

and to the Minister of Municipal Affairs and Housing, providing a detailed account of activities for each reserve fund. The statement must show the connection between the infrastructure project and the reserve fund supporting it.

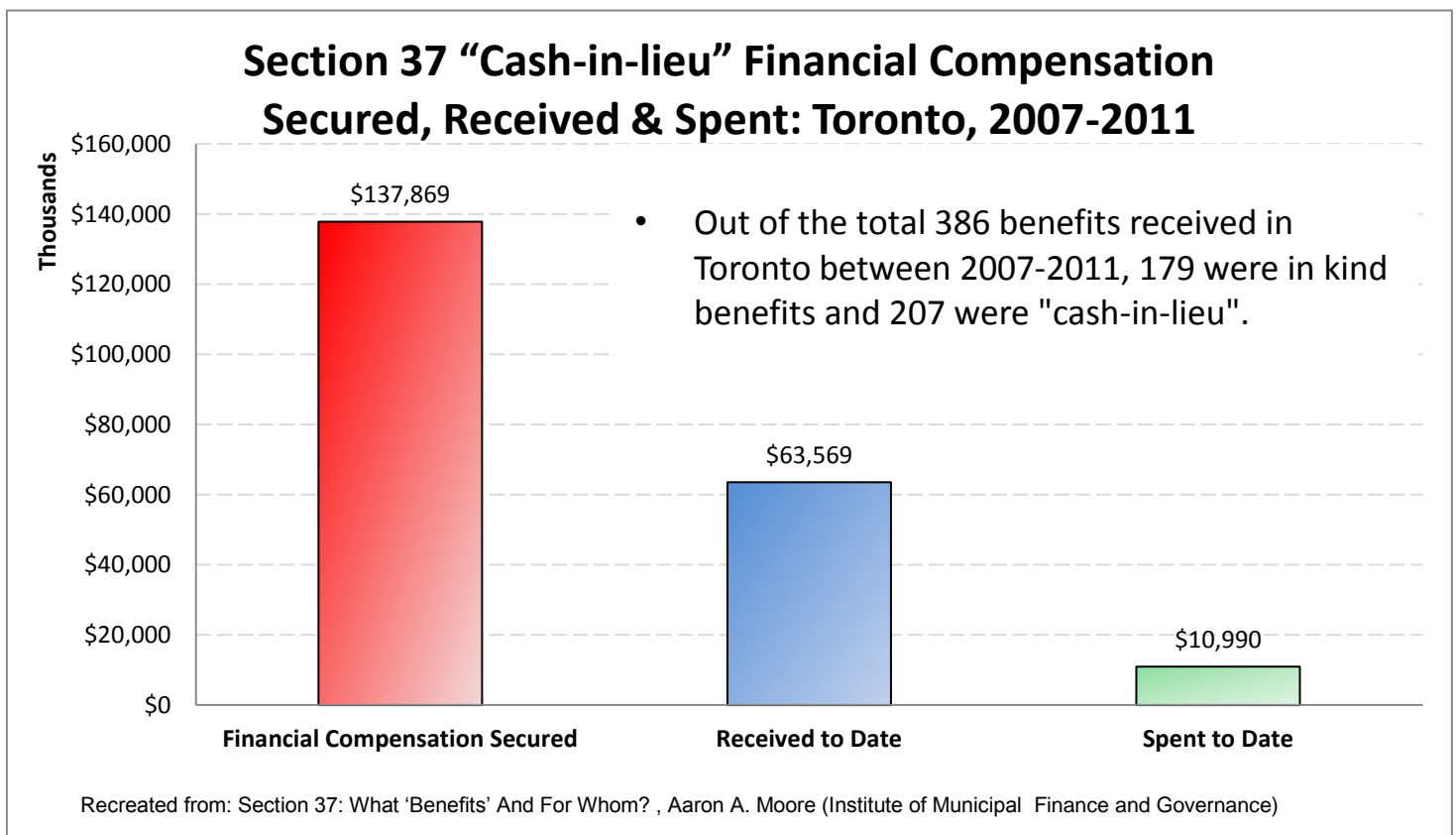
Despite the thoroughness of the development charge background study and the requirement to prepare and submit an annual development charge reserve fund statement, questions have arisen as to whether or not the funds collected are spent on projects for which they were intended.

Planning Act: Section 37 (Density Bonusing) and Parkland Dedication

The **Planning Act** allows municipalities to receive “benefits” from development in exchange for allowing greater density (more compact form of development) and to require developers to contribute land for parks or other recreational use.

Section 37 (Density Bonusing)

Section 37 (Density Bonusing) allows local municipal councils to authorize increases in the height and density of development beyond the limits set out in their zoning by-law, provided they have enabling official plan policies, in exchange for providing specified facilities, services or matters, such as the



provision of public art, or affordable housing or other matter provided on or in close proximity to the

property being developed.

Municipalities often undertake planning exercises through extensive public consultation to identify how their communities will grow, resulting in the adoption of official plans to reflect their vision. The application of section 37 (Density Bonusing) may be seen as departing from that approved community vision. Consequently, the application of section 37 (Density Bonusing) has sometimes been characterized as being ad hoc or unstructured. As well, questions have been raised about whether the payments are being used for the intended purpose and whether the appropriate accountability and reporting measures are in place.

Parkland Dedication

Municipalities have the authority to require that a developer give a portion of the development land to a municipality for a park or other recreational purposes either at the plan of subdivision approval or consent approval stage (**Planning Act, subsection 51.1(1)**) or as a condition of development or redevelopment of land (**Planning Act, section 42**). Instead of giving over the land, the municipality may require the developer to pay an amount of money equal to the value of the land that would have otherwise been given. This is known as cash-in-lieu.

In addition, municipalities have the ability to require an alternative parkland dedication rate, which is based on the principle that parkland dedicated should bear some relation to population and need. Under **subsection 42(3)** of the *Planning Act*, an alternative parkland dedication rate of up to a maximum of 1 hectare per 300 dwelling units may be imposed. In order to use this, a municipality's official plan must have specific policies dealing with the use of the alternative parkland dedication rate.

The alternative parkland dedication rate was enacted to correct an inequity because parkland conveyances based on a percentage of lot area did not provide enough parkland for higher density residential areas. The philosophy of setting an upper limit for the Alternative Rate enables municipalities to set their own standards in relation to clearly demonstrated needs. These needs must be reflected in the goals, objectives and policies of the official plan to avoid unjustified use of higher conveyance standards.

Concerns have been identified that the alternative parkland dedication rate in the *Planning Act* acts as a barrier to intensification and makes it more difficult to reach the intensification goals of the Provincial Policy Statement, set out in the Growth Plan for the Greater Golden Horseshoe.

Overall, concerns have been raised that there is a need for more accountability and transparency with section 37 (Density Bonusing) and parkland dedication.

Voluntary Payments

Several municipalities require developers to make “voluntary payments” to help pay for infrastructure costs over and above development charges. Municipalities get additional funding from the development community to help finance capital projects so as to potentially reduce the impact of growth on tax rates and the municipality’s debt capacity limits.

Economic Growth

Many stakeholders view the use of development charges as either a help or hindrance to economic growth in communities. Most of the discussion has focused on housing affordability and the development of transit, as mentioned above.

The housing sector plays a significant role in economic growth in Ontario. This is a key sector that stimulates the economy through linkages with other sectors, and is a leading employer in the Province. A healthy housing sector can have positive economic and employment impacts in many other sectors. For example, new home construction can relate to expenditures for building materials, architectural services, construction crews and contractor services, in addition to other additional costs such as landscaping improvements, new furniture and moving expenses. Incomes generated from employment in this sector have a direct impact on consumer spending.

Did you know?

Based on information obtained from Will Dunning Inc. Economic Research, 322,100 jobs and \$17.1 B in earnings resulted from the 76,742 housing starts in Ontario in 2012. In the same year, 25,416 Toronto housing starts created 89,000 jobs and resulted in \$4.7 B in wages.

Housing Affordability

Since the **Development Charges Act, 1997** was passed, development charges have risen steadily, leading some people to suggest development charges are having a direct impact on rising housing prices. Housing price increases can be due to several factors including (but not limited to) the general health of the economy, income levels, availability of financing, interest rate levels, cost of construction, material and land values.

For example, from 1998 to 2009 the composite Construction Price Index for seven census metropolitan areas across Canada rose by 53.5 per cent. The index for Toronto has increased by 57.2 per cent and for Ottawa by 52.6 per cent. Subsequently, increasing construction costs would be one factor leading to

rising development charge rates.

Analysis of development charges for Ontario's 30 largest municipalities shows rates, in some cases, have risen substantially since 1997 (see Appendix Figure 3). Most of the municipalities experiencing larger than average increases in development charges are also ones which have experienced high levels of growth.

Despite the increases, development charges as a percentage of the cost of a new home have remained somewhat stable (5 per cent to 9 per cent) since the Act first came into force. (See Appendix Figure 4)

Non-residential Development Charges

The Act also allows municipalities to levy charges for non-residential development. The way in which municipalities treat non-residential development charges may play a significant role in the attraction of industrial, commercial and institutional development. Such development can act as a lever in informing the location of employment/employers, residential neighbourhoods, transportation networks, and transit.

Some municipalities provide exemptions for particular types of non-residential development to address job creation and growth in their municipality. For example, the Cities of Toronto and Kingston exempt development charges for all industrial development and the Town of Kincardine waives the development charges for all major office development.

Growth, Intensification and the Development Charges Act, 1997

Over the last decade, two provincial plans have been released that promote the importance of incorporating intensification in growth planning. The Provincial Policy Statement, integrates all provincial ministries' land use interests and is applicable province-wide, states that there should be sufficient land made available through intensification and redevelopment and, if necessary, designated growth areas, to accommodate an appropriate range and mix of employment opportunities, housing and other land uses.

The Growth Plan for the Greater Golden Horseshoe, which was developed to better manage growth in the Greater Golden Horseshoe through compact, complete communities, support for a strong economy, efficient use of land and infrastructure, the protection of agricultural land and natural areas, seeks to focus growth within intensification areas. Intensification areas include urban and intensification growth centres, intensification corridors, major transit stations areas, infill/redevelopment/brownfield sites and the expansion or conversion of existing buildings and greyfields.

The regional transportation plan, The Big Move: Transforming Transportation in the Greater Toronto and Hamilton Area (GTHA), released by Metrolinx in 2008, is consistent with the implementation of these

provincial policies by helping to shape growth through intensification.

Under the current ***Development Charges Act, 1997***, municipalities may apply development charges in ways that best suit their local growth-related needs and priorities. A number of municipalities use local development charges as an incentive for directing land and building development through reductions and exemptions of development charges in areas such as downtown cores, industrial and commercial areas and in transit nodes and corridors, where higher-density growth is desired.

Municipalities may also set area-rated development charges that reflect the higher cost of infrastructure needed to service lands that are distantly located outside of higher density, serviced areas. These charges reflect a localized need for development-related capital additions to support anticipated development.

There is significant interest in using development charges more strategically by discounting development charges where growth and development is preferred, while setting maximum payable charges in areas outside of existing service areas (e.g. greenfields).

Questions have been raised over whether this strategy is being fully utilized to achieve intensification in areas such as transit, nodes and corridors. There is concern that levying development charges generally halts growth in areas targeted for intensification and that waiving development charges in these areas should be considered to stimulate development.

Did you know?

To steer growth and encourage greater density, the City of Ottawa levies a lower development charge (\$16,447 per Single Detached Unit) for development within the inner boundary of the city's designated Greenbelt than areas beyond the outer boundary of the Greenbelt (\$24,650 per Single Detached Unit) .

ISSUES AND QUESTIONS TO DISCUSS

The Development Charges Process

1. Does the development charge methodology support the right level of investment in growth-related infrastructure?
2. Should the Development Charges Act, 1997 more clearly define how municipalities determine the growth-related capital costs recoverable from development charges? For example, should the Act explicitly define what is meant by benefit to existing development?
3. Is there enough rigour around the methodology by which municipalities calculate the maximum allowable development charges?

Eligible Services

4. The Development Charges Act, 1997 prevents municipalities from collecting development charges for specific services, such as hospitals and tourism facilities. Is the current list of ineligible services appropriate?
5. The Development Charges Act, 1997, allows municipalities to collect 100% of growth-related capital costs for specific services. All other eligible services are subject to a 10% discount. Should the list of services subject to a 10 % discount be re-examined?
6. Amendments to the Development Charges Act, 1997 provided Toronto and York Region an exemption from the 10 year historical service level average and the 10% discount for growth-related capital costs for the Toronto-York subway extension. Should the targeted amendments enacted for the Toronto-York Subway Extension be applied to all transit projects in Ontario or only high-order (e.g. subways, light rail) transit projects?

Reserve Funds

7. Is the requirement to submit a detailed reserve fund statement sufficient to determine how municipalities are spending reserves and whether the funds are being spent on the projects for they were collected?
8. Should the development charge reserve funds statements be more broadly available to the public, for example, requiring mandatory posting on a municipal website?
9. Should the reporting requirements of the reserve funds be more prescriptive, if so, how?

Section 37 (Density Bonusing) and Parkland Dedication Questions

10. How can Section 37 and parkland dedication processes be made more transparent and accountable?
11. How can these tools be used to support the goals and objectives of the Provincial Policy Statement and the Growth Plan for the Greater Golden Horseshoe?

Voluntary Payments Questions

12. What role do voluntary payments outside of the Development Charges Act, 1997 play in developing complete communities?
13. Should municipalities have to identify and report on voluntary payments received from developers?
14. Should voluntary payments be reported in the annual reserve fund statement, which municipalities are required to submit to the Ministry of Municipal Affairs and Housing?

Growth and Housing Affordability Questions

15. How can the impacts of development charges on housing affordability be mitigated in the future?
16. How can development charges better support economic growth and job creation in Ontario?

High Density Growth Objectives

17. How can the Development Charges Act, 1997 better support enhanced intensification and densities to meet both local and provincial objectives?
18. How prescriptive should the framework be in mandating tools like area-rating and marginal cost pricing?
19. What is the best way to offset the development charge incentives related to densities?

SUBMIT YOUR COMMENTS AND IDEAS

You are invited to share your comments and ideas by **January 10, 2014**. You can:



Share your views at a meeting.



Submit your comments through an online version of this guide at www.ontario.ca/landuseplanning

Environmental Bill of Rights Registry Number: 012-0281
www.ebr.gov.on.ca/



Email a submission to DCAconsultation@ontario.ca



Write to us at:

Development Charge Consultation
Ministry of Municipal Affairs and Housing
Municipal Finance Policy Branch
777 Bay Street, 13th Floor, Toronto, ON M5G 2E5

Preparing an Email or Mail Submission

Please structure your submission as answers to the question listed above or submit responses in each of the theme areas.

Personal Information

Personal information you provide is collected under the authority of the *Ministry of Municipal Affairs and Housing Act*.

Appendix

Figure 1

Potential Development Charges Recoverable as a Percentage of Estimated Gross Capital Costs

| Municipality | Total All Services | B.E.D.** | GR Net Capital Costs | BED/Total | NET/Total |
|----------------------------|-----------------------------|----------------------------|-----------------------------|------------|------------|
| Brampton * | \$ 1,678,874,000.00 | \$ 112,475,000.00 | \$ 1,566,399,000.00 | 7% | 93% |
| Clarington | \$ 254,239,710.00 | \$ 20,571,670.00 | \$ 201,312,480.00 | 8% | 79% |
| Oakville* | \$ 823,629,200.00 | \$ 107,088,800.00 | \$ 647,754,800.00 | 13% | 79% |
| Ajax | \$ 179,644,683.00 | \$ 14,802,562.00 | \$ 132,178,950.00 | 8% | 74% |
| Vaughan* | \$ 643,512,000.00 | \$ 36,829,000.00 | \$ 460,066,400.00 | 6% | 71% |
| Mississauga | \$ 989,730,700.00 | \$ 30,593,000.00 | \$ 700,515,500.00 | 3% | 71% |
| Whitby | \$ 440,855,969.00 | \$ 80,927,290.00 | \$ 272,745,844.00 | 18% | 62% |
| Kitchener | \$ 390,672,800.00 | \$ 89,942,800.00 | \$ 228,426,500.00 | 23% | 58% |
| Hamilton | \$ 1,781,878,533.00 | \$ 631,516,015.00 | \$ 1,033,155,431.00 | 35% | 58% |
| London | \$ 1,729,685,700.00 | \$ 227,041,600.00 | \$ 967,697,900.00 | 13% | 56% |
| Markham | \$ 1,494,277,927.00 | \$ 70,414,681.00 | \$ 818,602,146.00 | 5% | 55% |
| Oshawa | \$ 193,128,184.00 | \$ 11,511,939.00 | \$ 104,370,560.00 | 6% | 54% |
| Guelph | \$ 404,908,107.00 | \$ 95,688,376.00 | \$ 211,504,251.00 | 24% | 52% |
| Kingston | \$ 190,705,912.00 | \$ 42,827,072.00 | \$ 79,647,807.00 | 22% | 42% |
| Greater Sudbury* | \$ 221,107,300.00 | \$ 85,916,000.00 | \$ 90,886,500.00 | 39% | 41% |
| Burlington | \$ 229,077,092.00 | \$ 45,917,472.00 | \$ 90,150,635.00 | 20% | 39% |
| Barrie | \$ 748,574,393.00 | \$ 128,057,074.00 | \$ 287,251,520.00 | 17% | 38% |
| Pickering | \$ 303,321,897.00 | \$ 84,875,990.00 | \$ 55,980,222.00 | 28% | 18% |
| Toronto | \$ 8,728,196,882.00 | \$ 2,469,202,375.00 | \$ 1,560,139,984.00 | 28% | 18% |
| Total | \$ 21,426,020,989.00 | \$ 4,386,198,716.00 | \$ 9,508,786,430.00 | 20% | 44% |
| | | | | | |
| Peel Reion | \$ 5,409,160,201.00 | \$ 347,247,987.00 | \$ 4,422,521,625.00 | 6% | 82% |
| Halton Region | \$ 4,393,600,000.00 | \$ 598,600,000.00 | \$ 3,576,100,000.00 | 14% | 81% |
| Durham Region | \$ 3,941,500,000.00 | \$ 908,900,000.00 | \$ 2,505,300,000.00 | 23% | 64% |
| York Region | \$ 14,368,403,527.00 | \$ 1,572,260,757.00 | \$ 7,134,128,076.00 | 11% | 50% |
| Total | \$ 28,112,663,728.00 | \$ 3,427,008,744.00 | \$ 17,638,049,701.00 | 12% | 63% |
| | | | | | |
| Total ST/LT/Regions | \$ 49,538,684,717.00 | \$ 7,813,207,460.00 | \$ 27,146,836,131.00 | 16% | 55% |

Note: Based on information contained in current municipal background studies. *Net of Subsidies. ** Benefit to Existing Development To determine a development charge, a municipality must first do a background study. The background study provides a detailed overview of a municipality's anticipated growth, both residential and non-residential; the services needed to meet the demands of growth; and a detailed account of the capital costs for each infrastructure project needed to support the growth.

The chart is designed to show the how much revenue municipalities recover from development charges based on the infrastructure capital costs related for municipal services considered in the background study. Using Kingston as an example, the background study identified capital costs of \$190.7 M. After making the deductions and adjustments required by the legislation Kingston was able to recover \$79.6 M from development charges representing 42% of all capital costs identified in the background study. *Benefit to Existing Development (B.E.D.)* is highlighted to show the deduction municipalities must make to account for the benefit growth-related infrastructure provides to existing residents.

Source: Based on information contained in current municipal background studies.

Figure 2

Determining Recoverable Development Charge Costs (\$ Millions)

| All Services | | | | | | | | |
|---------------------|--------------|-------------------|---------------|--------------------|---------------|------------|--------------|------------------|
| Municipality | Gross | Ineligible | B.E.D. | Post Period | Grants | 10% | Total | Net/Gross |
| | Expenditure | Service Level | | Capacity | | Discount | Net | % |
| Toronto | \$8,728.20 | \$910.70 | \$2,469.20 | \$762.80 | \$2,956.10 | \$69.20 | \$1,560.10 | 18% |
| Uxbridge | \$26.00 | \$11.20 | \$3.00 | | | \$0.34 | \$11.40 | 44% |
| Region of Waterloo | \$4,393.0 | \$10.10 | \$598.60 | \$203.90 | | \$4.80 | \$3,576.2 | 81% |
| Transit | | | | | | | | |
| Municipality | Gross | Ineligible | B.E.D. | Post Period | Grants | 10% | Total | Net/Gross |
| | Expenditure | Service Level | | Capacity | | Discount | Net | % |
| Toronto | \$1,485.00 | \$531.10 | \$120.50 | \$27.20 | \$475.80 | \$33.10 | \$297.60 | 20% |
| Region of Waterloo | \$100.30 | \$11.80 | \$66.20 | | | \$2.20 | \$20.10 | 20% |

To determine a development charge, a municipality must first do a background study. The background study provides a detailed overview of a municipality’s anticipated growth, both residential and non-residential; the services needed to meet the demands of growth; and a detailed account of the capital costs for each infrastructure project needed to support the growth.

The chart above indicates the various deductions and adjustments municipalities must make to the capital costs for each infrastructure project needed to support the growth. Using Uxbridge as an example, the municipality is able to collect 44% of the capital costs identified in the background study from development charges.

Source: Based on information contained in current municipal background studies for Toronto, Uxbridge and Region of Waterloo

Figure 3

Historical Perspectives of Municipal Development Charges

| Municipality | 2nd Gen (at enactment) | 3rd Gen (at enactment) | 2013 | 2013/2Gen |
|---------------------------|------------------------|------------------------|-------------|-----------|
| Greater Sudbury | \$2,450.00 | \$3,079.00 | \$14,829.00 | 505% |
| Mississauga | \$3,333.53 | \$6,442.56 | \$16,887.11 | 407% |
| Toronto | \$4,370.00 | \$12,366.00 | \$19,412.00 | 344% |
| London | \$5,152.00 | \$13,714.00 | \$17,009.00 | 230% |
| Brantford | \$4,763.00 | \$9,305.00 | \$15,017.00 | 215% |
| Markham | \$7,170.00 | \$10,174.00 | \$22,357.00 | 212% |
| Cambridge | \$4,322.04 | \$7,322.20 | \$11,788.00 | 173% |
| Kingston | \$5,608.00 | \$9,490.00 | \$15,138.00 | 170% |
| Oakville T | \$9,620.00 | \$12,044.00 | \$25,530.00 | 165% |
| Barrie | \$13,728.00 | \$26,060.00 | \$30,707.00 | 124% |
| Guelph | \$11,721.00 | \$24,053.00 | \$24,208.00 | 107% |
| Waterloo City | \$5,750.00 | \$13,372.00 | \$11,753.00 | 104% |
| Windsor | \$9,006.00 | \$15,787.00 | \$17,792.00 | 98% |
| Clarington | \$8,377.00 | \$14,623.00 | \$15,518.00 | 85% |
| Brampton | \$14,029.59 | \$24,415.09 | \$25,518.97 | 82% |
| Richmond Hill | \$7,002.00 | \$11,654.00 | \$12,152.00 | 74% |
| Kitchener (Suburban) | \$5,634.00 | \$9,887.00 | \$9,662.00 | 71% |
| Vaughan | \$7,922.00 | \$12,284.00 | \$12,715.00 | 61% |
| Whitby | \$7,722.00 | \$10,208.00 | \$12,058.00 | 56% |
| Ajax | \$7,709.00 | \$11,631.00 | \$12,029.00 | 56% |
| Ottawa (inside Greenbelt) | \$10,566.00 | \$15,446.00 | \$16,447.00 | 56% |
| Hamilton | \$7,887.00 | \$10,014.00 | \$10,445.00 | 32% |
| Pickering | \$7,813.00 | \$9,694.00 | \$10,114.00 | 29% |
| Oshawa | \$6,232.00 | \$6,920.00 | \$7,256.00 | 16% |
| Burlington | \$7,075.00 | \$7,538.00 | \$8,018.00 | 13% |
| Chatham-Kent | \$1,013.00 | \$4,640.00 | NA | |
| Average | \$4,646.07 | \$8,986.60 | \$16,554.64 | 139% |

Rates are those for Single Detached units.

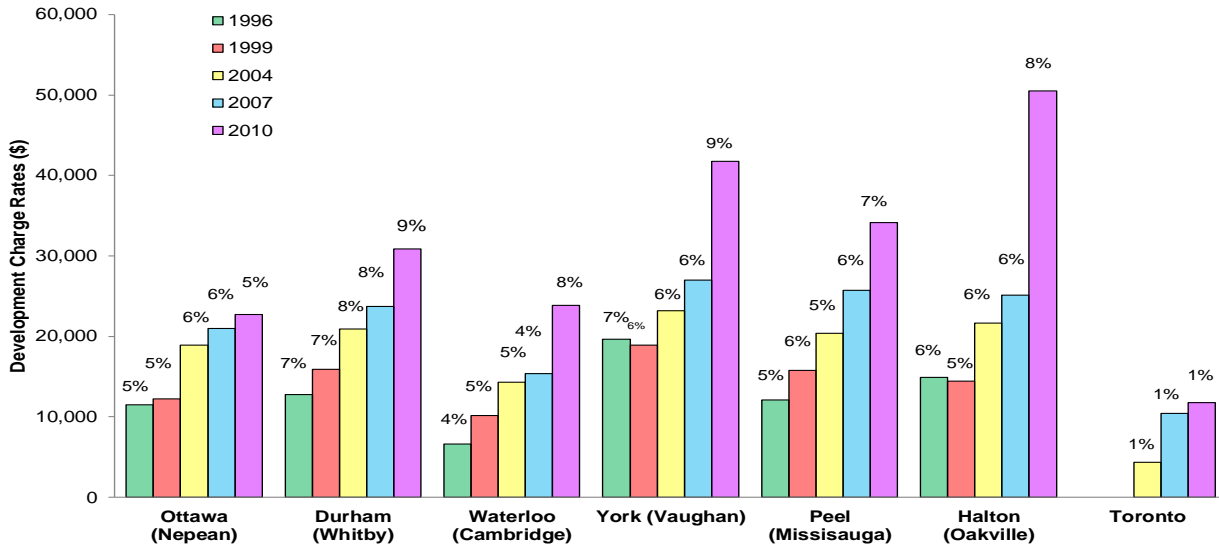
When the current legislation came into force municipalities that wished to levy a development charge were required to enact a development charge by-law. The initial by-laws are referred to as first generation by-laws, generally enacted in 1998 to 2000 period.

The legislation requires municipalities to undertake a new background study at least once every five years and enact a new by-law based on the new study. In the 2003 to 2005 period municipalities began the process of preparing new background studies and new by-laws. These by-laws are referred to as second-generation. Third-generation by-laws represent the renewal process municipalities undertook in the 2008 to 2010 period.

Source: Based on information contained in current municipal background studies for Toronto, Uxbridge and Region of Waterloo

Figure 4

Development Charges and Cost of New Housing



Note: Toronto data for 1996 and 1999 was not available.

The chart indicates the impact development charge have on the cost of new housing. For example, for Mississauga development charges have historically comprised 5 to 7 percent of the cost of a new house.

Source: Information for 1996, 1999, 2004 was compiled for the Ministry by CN Watson and Associates. Data for 2007 and 2010 was prepared by the Ministry of Municipal Affairs and Housing based on municipal development charge by-laws and housing price data from CMHC.

To: Warden and Members of County Council

From: Chief Administrative Officer

Delegation Request to the Minister of Municipal Affairs and Housing

RECOMMENDATION

1. That Council authorize the submission of a request to delegate the Minister of Municipal Affairs and Housing at the February 2014 OGRA/ROMA Conference as outlined in Report CAO 2014-01.

REPORT HIGHLIGHTS

- Seeks Council authority for staff to prepare and submit a Minister Delegation request at the opportunity provided through the February 2014 OGRA/ROMA Conference.

Implementation Points

With the approval of this report, applications for Minister Delegations will be prepared and submitted in accordance with the established process by January 17, 2014.

Financial Impact

There are no financial implications with the adoption of the recommendations contained within this report.

The Treasurer has reviewed this report and agrees with the financial impact information.

Risks/Implications

There are no risks or implications with adoption of the recommendations contained within this report.

Strategic Plan

County Council adopted the County of Oxford Strategic Plan at its regular meeting held March 27, 2013. The initiative contained within this report supports the Values and Strategic Directions as set out in the Strategic Plan as it pertains to the following Strategic Directions:

3. i. **A County that Thinks Ahead and Wisely Shapes the Future** – Influence federal and provincial policy with implications for the County by:

- *Advocating for financial fairness for rural and small urban communities*
- *Advocating for human and health services, facilities and resources, support for local industry, etc.*

DISCUSSION

Background

Annually, the Ontario Good Roads Association (OGRA) and the Rural Ontario Municipalities Association (ROMA) co-host a conference in Toronto. Historically the conference has had significant political attendance. With its close proximity to the Ontario legislature and the cooperation of the various Provincial Ministries, the conference organizers have been able to provide an opportunity for formal delegations to many Provincial Ministers. To streamline the process, a formal delegation request process has been established. Due to demand and availability constraints, not all applications for Minister Delegations are successful. Successful delegation requests are confirmed immediately prior to the OGRA/ROMA Conference.

Comments

For this report, staff have outlined the appropriate topics proposed for an application to delegate to the Minister of Municipal Affairs and Housing. Upon acceptance of the delegation request, a detailed briefing note will be prepared for the delegation meeting with the Minister.

Delegation to the Minister of Municipal Affairs and Housing

Joint and Several Liability Reform

- Joint and several liability, known as the 1% rule, is where municipalities are perceived as having deep pockets and therefore pay more than their fair share in claim awards.
- The risk associated with such awards, where substantial fault does not lie with the municipality is an ongoing driver to municipal insurance costs.
- In 2014 municipal insurance costs in Oxford County have increased by over 9%.
- Property taxpayers are paying for these unsustainable insurance increases, which, if left unchecked, may risk service level reductions to the critical services that taxpayers rely upon daily.

Request: That the Province of Ontario amend the *Negligence Act, R.S.O. 1990* so that only where a municipality is found to be at least 50% liable would the full claim be paid.

Business Tax Reform

- Over the years, the majority of Ontario municipalities have purposefully adopted the use of optional tax capping tools to bring properties to current market value assessment (CVA) based tax, effectively eliminating capping protection.
- Use of the optional tax capping tools has allowed fewer tax bills to be issued with capping adjustments, effectively reducing the complexity and increasing transparency in property tax bills.
- The County of Oxford currently incurs approximately \$100,000 per year to administer the lingering capping program with only 19 properties receiving protection of capped taxes.

Request: That the Province of Ontario provide regulatory authority for municipalities to effectively opt out of the business class tax capping program.

Ontario Municipal Partnership Fund – Upload Benefit Reporting

- In spite of the Ministry's report that the County of Oxford has received \$10.8 million in benefit from uploading that began in 2008, the County has endured \$15.7 million more in costs to deliver the provincial social services program up to 2014 (Attachment 1).
- Attachment 1 - OMPF Upload Forecast which illustrates the County's actual costs for the years 2008 to 2013 and forecasted to 2018 with 2013 experiencing the most significant cost at \$1.7 million.
- There is only one taxpayer and savings, if true savings were to exist, at the upper tier level will result in savings to the taxpayer by a reduction in the levy and consolidated tax bill.

Request: That the Upload Benefit Reports submitted by the Ministry, along with the municipal allocation reports, demonstrate true accountability and transparency by more accurately reflecting actual costs of mandated social programs.

Ontario Disability Support Program (ODSP) Administration

- The recommendations laid out in the Brighter Prospects: Transforming Social Assistance in Ontario report released by the Commission for the Review of Social Assistance in Ontario and the Public Services for Ontarians: A Path to Sustainability and Excellence report released by the Commission on the Reform of Ontario's Public Services recommend that the Ontario Disability Program be delivered by municipalities.
- The County of Oxford Human Services department is a model for integrated human services delivery whereby County caseworkers routinely manage many other programs and services to ODSP clients.
- The integration opportunities would allow for more responsive, efficient and effective delivery of services to the benefit of the client and the program administration.

Request: That the County of Oxford be approved to administer the Ontario Disability Support Program (ODSP) in an integrated model with other Human Services support programs to allow improved efficiency and a more responsive and effective service to ODSP clients.

Conclusions

It is recommended that staff be authorized to submit an application to delegate the Minister of Municipal Affairs and Housing regarding the issues outlined in this report.

SIGNATURE

Approved for submission:

Original signed by _____

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

Attachment 1 - OMPF Upload Forecast - County of Oxford

Report No: CAO 2014-01
CAO/CLERK
Council Date: January 8, 2014
Attachment 1

OMPF Upload Forecast - County of Oxford

| | Oxford Original Estimate to 2018 | OMPF Reported Upload to 2014 | Oxford Actual Upload to 2014 | Actual Savings/(Increase) | | | | | Forecast 2013 | Projection | | | | | Forecast Upload to 2018 |
|--|----------------------------------|------------------------------|------------------------------|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------------|
| | | | | 2008 | 2009 | 2010 | 2011 | 2012 | | 2014 | 2015 | 2016 | 2017 | 2018 | |
| 1 Ontario Drug Benefits ¹ | 1,227,000 | 1,613,200 | 1,226,984 | 1,103,257 | (16,944) | 72,124 | 68,547 | - | - | - | - | - | - | - | 1,226,984 |
| 2 ODSP Disability Support Program - Administration ² | 659,369 | 659,300 | 674,548 | 113,991 | 560,557 | - | - | - | - | - | - | - | - | - | 674,548 |
| 3 Ontario Disability Support Program - Benefits ³ | 4,098,900 | 5,717,900 | 3,824,420 | (228,612) | (362,188) | 1,952,343 | 2,462,877 | - | - | - | - | - | - | - | 3,824,420 |
| sub Total ODSP | 5,985,269 | 7,990,400 | 5,725,952 | 988,636 | 181,425 | 2,024,467 | 2,531,424 | - | - | - | - | - | - | - | 5,725,952 |
| 4 Ontario Works Benefits ⁴ | 1,684,157 | 1,114,900 | (144,176) | - | (595,122) | (209,660) | (255,176) | 630,433 | (247,851) | 533,200 | 548,500 | 329,875 | 393,419 | 410,206 | 1,537,824 |
| 5 Ontario Works - Administration Component (Additional Support) ⁵ | - | 1,694,700 | (1,473,993) | - | - | (608,520) | (295,690) | (168,598) | (216,507) | (184,678) | 192,695 | 257,903 | 101,164 | (95,612) | (1,017,843) |
| Childcare Annual Savings/(Increase) from base year ⁶ | | | (902,049) | (46,362) | (141,144) | (104,884) | (194,885) | (122,566) | (185,548) | (106,662) | (107,181) | (107,710) | (108,249) | (108,800) | (1,333,988) |
| Shelter annual Savings/(Increase) from base year ⁷ | | | (7,329,356) | (629,060) | (358,131) | (1,281,486) | (1,622,959) | (1,171,940) | (1,089,354) | (1,176,428) | (1,606,159) | (1,682,280) | (1,759,922) | (1,839,120) | (14,216,835) |
| other Social Services not noted above Savings/(Increase) ⁸ | | | (679,447) | (47,773) | (297,454) | (216,779) | (185,033) | (68,230) | 62,385 | 73,435 | 70,123 | 69,859 | 69,586 | 69,312 | (400,565) |
| TOTAL UPLOAD SAVINGS (DEFICIT) | 7,669,426 | 10,800,000 | (4,803,068) | 265,441 | (1,210,425) | (396,861) | (22,318) | (900,900) | (1,676,874) | (861,132) | (902,021) | (1,132,352) | (1,304,001) | (1,564,013) | (9,705,455) |

Notes:

¹ Drug Benefits removed in 2008, actual savings lower than Provincial estimates based on 2007 actual expenditures

² ODSP Administration removed in 2009, actual savings higher than Provincial estimates based on 2008 reconciliation of Provincial expenditures

³ ODSP Benefits removed in 2011, actual savings lower than Provincial estimates based on 2007 - 2010 actual expenditures

⁴ OW Benefits includes Financial Assistance and other benefits which correlate to caseload statistics and the local economic environmental factors. Benefits to be fully assumed by province by 2018 (Directive 11.3) CSUM funding removed in 2012

| Yearly caseload* | 2007 | 2012 |
|------------------|------|-------|
| data: | 853 | 1,642 |

* case refers to single or family (eg., a family on social assistance is counted as one case)

⁵ OW - Administration Component (Additional Support) refers to optional additional 50/50 funding available for municipalities that increase approved initiatives. Oxford does not participate in additional initiatives due to the levy impact. With new funding formula, the Province removed 100% funding envelopes for CVP review program, Enhanced Eligibility Review, Enhanced Family Support Worker, Enhanced Employment, community participation, and other time limited projects. Actual savings lower than Provincial estimates based on actual expenditures and impact of removal of 100% funding envelopes. (CVP - Consolidated Verification Process)

⁶ Child Care portfolio transferred from Community and Youth Services to Ministry of Education in 2011. County funding decreased by approximately \$250,000 per year to fund 'all day learning' initiatives. Administration component funding freeze over the period, creating an unfunded mandate.

⁷ Annual increase in expenditures for shelter and affordable housing with no increase in funding.

⁸ Other Human Services programs including homelessness initiatives, transients, and non-social assistance recipients programs. Increased demand due to economic down-turn.

To: Warden and Members of County Council

From: Chief Administrative Officer

2014 “Services That Work” Ad Hoc Committee

RECOMMENDATIONS

- 1. That Council establish a 2014 “Services That Work” Ad Hoc Committee, comprised of up to 5 Members of Council, with a mandate to provide Council oversight of the 2014 Service Delivery Review;**
- 2. And further, that Deputy Warden Lupton and Councillors Lessif, Mayberry, Comiskey and Sobeski be appointed to the Services That Work Ad Hoc Committee.**

REPORT HIGHLIGHTS

- To establish an Ad Hoc Committee of Council to provide oversight of the 2014 Service Delivery Review program.

Implementation Points

The establishment of an Ad Hoc Committee of Council with a specified mandate is consistent with the Procedure By-law, By-law No. 5522-2013, as adopted by Council at its meeting on December 11, 2013.

Financial Impact

There are no financial implications to establishing an Ad Hoc Committee of Council as recommended in this report.

The Treasurer has reviewed this report and agrees with the financial impact information.

Risks/Implications

There are no risks associated with the recommendations contained within this report. The establishment of an Ad Hoc Committee of Council to provide oversight of the 2014 Service Delivery Review process ensures Council involvement throughout the review process.

Strategic Plan

County Council adopted the County of Oxford Strategic Plan at its regular meeting held March 27, 2013. The initiative contained within this report supports the Values and Strategic Directions as set out in the Strategic Plan as it pertains to the following Strategic Directions:

1. ii. **A County that Works Together** – Enhance the quality of life for all of our citizens by:

- *Adapting programs, services and facilities to reflect evolving community needs*

5. ii. **A County that Performs and Delivers Results** - Deliver exceptional services by:

- *Regularly reviewing service level standards to assess potential for improved access to services / amenities*
- *Conducting regular service reviews to ensure delivery effectiveness and efficiency*

DISCUSSION

Background

The approved 2014 Business Plan and Budget included a proposal to undertake a Service Delivery Review program beginning in 2014.

This Strategic Plan initiative is being undertaken toward:

1. the development of a framework for completing service delivery reviews across the organization;
2. the development of a multi-year work plan; and
3. reviews of the highest priority programs and services in 2014.

Comments

Services That Work

The service delivery review process is intended to ensure our programs and services are efficient, effective and have a positive impact on our community and meet our community's expectations. In short, the review process is intended to ensure our services and programs are **Services That Work**. The **Services That Work** program is the service delivery review approved by Council as part of the 2014 Business Plan and Budget. For 2014, the service delivery review's objectives are to:

1. Identify and quantify each program/service or activity delivered by the County of Oxford;
2. Prioritize programs/services for assessment;
3. Assess the identified programs/services and activities;
4. Outline a service delivery review process.

Outcomes from the 2014 work plan are anticipated to include:

1. Prioritized list of programs/services for review;
2. Framework for completing Service Delivery Reviews;
3. Multi-year work plan;
4. 2014 completion of reviews for highest priority programs/services.

The work will be lead at the staff level by the Chief Administrative Officer, the Director of Corporate Services and the Director of Human Services. Project management and business support will be provided from within the Corporate Services department as well as key departmental support as required. The 2014 program will also involve the use of external expertise both to assist in establishing a sound review framework and to ensure independent and critical review throughout the process.

Establishing an Ad Hoc Committee of Council

Establishing an Ad Hoc Committee of Council to provide oversight of the service review ensures Council involvement and provides staff with the opportunity of informal Council insight and feedback, throughout the review process.

It is anticipated that the Ad Hoc Committee will meet in the late afternoon prior to the evening meeting of Council tentatively in the months of February, April and June and as necessary thereafter. This timeline will provide the Ad Hoc Committee with an opportunity to review and discuss work undertaken at key stages throughout the **Services That Work** program.

The Ad Hoc Committee's role is to provide oversight of the 2014 **Services That Work** program. The Ad Hoc Committee can consist of up to five (5) Members of Council. This maximum number ensures that any meeting of the Ad Hoc Committee does not form a quorum of Council.

Conclusions

It is recommended that Council establish a **Services That Work** Ad Hoc Committee.

SIGNATURE

Approved for submission:

Original signed by _____

Peter M. Crockett, P.Eng.
Chief Administrative Officer

ATTACHMENTS

None

Appended to January 8, 2014 County Council Agenda

PENDING ITEMS

| Council Meeting Date | Issue | Pending Action | Lead Dept. | Time Frame |
|-----------------------------|---|---|-------------------|-------------------|
| 14-Aug-13 | Report PW 2013-57 - Oxford County Trails Master Plan - Progress Update | Report Draft Trails Master Plan to Council | PW | Dec-13 |
| 23-Oct-13 | Presentation - Conservation Ontario 2012 Whitepaper: Watershed Management Futures for Ontario - received | Report back regarding partnering and collaborating with Conservation Ontario on the 2012 Whitepaper | CASPO | Jan-14 |
| 23-Oct-13 | Report PW 2013-63 - Embro Wastewater System Odour Control Facility - Report on Operational Issues | Report back on options outlined in Report PW 2013-63 | PW | Apr-14 |
| 23-Oct-13 | Resolution No.12 - Options for amending section 5.3.5 in regard landfill | Report | CASPO | Q1 - 2014 |
| 13-Nov-13 | Report PW 2013-62 - Integrated Waste Management Plan Update | Draft Waste Management Strategy | PW | Feb-14 |
| 18-Nov-13 | 2014 Budget Meeting To Do List - CAS Building - plans for vacated facility | Staff Report | CAO | 2014 - Q1 |
| 18-Nov-13 | 2014 Budget Meeting To Do List - Update Transportation Master Plan to address implications of future through traffic demands in the County | Staff Report | PW | 2014 - Q1 |
| 18-Nov-13 | 2014 Budget Meeting To Do List - Public Works Capital Project completion success measures - commitment budget vs cashflow budget | Staff Report | CS | 2014 - Q3 |
| 18-Nov-13 | 2014 Budget Meeting To Do List - HS - consider engaging potential partners such as the Social Planning Council Oxford | Include in Shelter Plan for Council's consideration | HS | 2014 - Q1 |
| 18-Nov-13 | 2014 Budget Meeting To Do List - HS - Advocate Province to download ODSP to Service Provider - Oxford pilot | Staff report proposing advocacy efforts for OGRA/ROMA Conference | CAO | 2014 - Q1 |
| 27-Nov-13 | 2014 Budget Meeting To Do List - Tourism - clarify vision and direction for promoting tourism as an economic driver | Staff Report | CAO | 2014 - Q1 |
| 02-Dec-13 | 2014 Budget Meeting To Do List - Grants - Social Planning Council - need a long term sustainability plan/outcomes/initiatives/no duplication of County programs prior to the release of any funds | Staff Report | CAO | 2014 - Q1 |
| 02-Dec-13 | 2014 Budget Meeting To Do List - POA - review Revenue Sharing By-law No. 3875-99 | Staff Report | CS | 2014 - Q1 |
| 02-Dec-13 | 2014 Budget Meeting To Do List - CAO - new initiatives alignment to Strategic Plan and Council involvement in Service Review | Staff Report | CAO | 2014 - Q1 |
| 02-Dec-13 | 2014 Budget Meeting To Do List - CS - Payroll/HR/Scheduling Software - further costing and efficiency analysis required, including shared services with area municipalities. | Staff Report | CS | 2014 - Q1 |

COUNTY OF OXFORD

BY-LAW NO. 5534-2014

BEING a By-law to establish an Interim Levy for the year 2014.

WHEREAS, in accordance with Section 311(13) of the *Municipal Act, 2001, as amended*, in each year, a lower-tier municipality in a county shall pay amounts to the upper-tier municipality in the following instalments:

1. 25 per cent of the amount required to be raised by the lower-tier municipality for upper-tier purposes in the previous year, on or before March 31.
2. 50 per cent of the amount required to be raised by the lower-tier municipality for upper-tier purposes in the current year, less the amount of the instalment paid under paragraph 1, on or before June 30.
3. 25 per cent of such current amount, on or before September 30.
4. The balance of the entitlement for the year, on or before December 15.

NOW THEREFORE THE COUNCIL OF THE COUNTY OF OXFORD ENACTS AS FOLLOWS:

1. That the first two instalments levied against the Area Municipalities for the year 2014 in the sum of \$26,777,555 shall be apportioned in accordance with Schedule "A" attached hereto and forming part of this By-law.
2. That the Levy as set out in paragraph 1 of this By-law shall be due and payable to the County of Oxford in two instalments as follows:
 - March 31, 2014; and
 - June 30, 2014.
3. That if an Area Municipality fails to make any payment as provided in this By-law, interest shall be added at the rate of fifteen (15) percent per annum from the date payment is due, until it is made.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. MCKAY, WARDEN

BRENDA J. TABOR, CLERK

COUNTY OF OXFORD

BY-LAW NO. 5534-2014

SCHEDULE "A"

| | Total | Blandford - Blenheim | East Zorra- Tavistock | Ingersoll | Norwich | South-West Oxford | Tillsonburg | Woodstock | Zorra |
|---------------------------|---------------------|---------------------------------|----------------------------------|--------------------|--------------------|------------------------------|--------------------|--------------------|--------------------|
| <u>2013 Levies</u> | | | | | | | | | |
| General | \$50,592,319 | \$3,836,896 | \$3,369,494 | \$5,418,113 | \$4,208,151 | \$3,386,328 | \$6,962,080 | \$18,804,116 | \$4,607,141 |
| Library | 2,962,786 | 357,614 | 314,049 | 504,990 | 392,216 | 315,620 | 648,893 | 0 | 429,404 |
| Total | 53,555,105 | 4,194,510 | 3,683,543 | 5,923,103 | 4,600,367 | 3,701,948 | 7,610,973 | 18,804,116 | 5,036,545 |
| 2014 Interim Levy | \$26,777,555 | \$2,097,255 | \$1,841,772 | \$2,961,552 | \$2,300,184 | \$1,850,974 | \$3,805,487 | \$9,402,058 | \$2,518,273 |
| Due Dates: | | | | | | | | | |
| March 30, 2014 | 13,388,777 | 1,048,628 | 920,886 | 1,480,776 | 1,150,092 | 925,487 | 1,902,743 | 4,701,029 | 1,259,136 |
| June 30, 2014 | 13,388,778 | 1,048,627 | 920,886 | 1,480,776 | 1,150,092 | 925,487 | 1,902,744 | 4,701,029 | 1,259,137 |
| | \$26,777,555 | \$2,097,255 | \$1,841,772 | \$2,961,552 | \$2,300,184 | \$1,850,974 | \$3,805,487 | \$9,402,058 | \$2,518,273 |

COUNTY OF OXFORD

BY-LAW NO. 5535-2014

BEING a By-law to authorize the County to enter into agreement(s) for the provision of Municipal Capital Facilities on lands owned by David Piggott and Kimberley Piggott at 40 Woodstock Street South, Tavistock, for a public library operated by the County of Oxford as the Oxford County Library - Tavistock Branch.

WHEREAS, subsection 110(1) of the *Municipal Act*, 2001, as amended, hereinafter referred to as “the Act”, provides that the council of a municipality may enter into agreements for the provision of municipal capital facilities by any person for tax exemptions as provided for in subsection (6).

AND WHEREAS, subsection 110(6) of the *Municipal Act*, 2001, as amended, provides that, the council of a municipality may exempt from all or part of the taxes levied for municipal and school purposes land or a portion of it on which municipal capital facilities are or will be located that is entirely occupied and used or intended for use for a service or function that may be provided by a municipality.

AND WHEREAS, subsection 2(1) of *Ontario Regulation 603/06* provides that, for the purpose of exempting land from taxation, a municipality may enter into an agreement under subsection 110(1) of the Act for the provision of a municipal capital facility used for the purpose of a public library.

AND WHEREAS, David Piggott and Kimberley Piggott are owners of the building and lands legally described as Part Lots 3 and 4, Plan 307, Township of East Zorra-Tavistock (formerly in the Village of Tavistock), County of Oxford, municipally referred to as 40 Woodstock Street South, Tavistock, hereinafter referred to as “the Property” – Assessment Roll No. 3238020010154000000.

AND WHEREAS, County of Oxford By-law No. 5108-2009, dated October 14, 2009, authorized the provision of a Municipal Capital Facilities Agreement for Affordable Housing with David Piggott and Kimberley Piggott at 40 Woodstock Street South, Tavistock.

AND WHEREAS, County of Oxford By-law No. 5125-2009, dated November 25, 2009, authorized a lease agreement with David Piggott and Kimberley Piggott for space to accommodate the Oxford County Library Tavistock Branch at 40 Woodstock Street South, Tavistock for the purpose of providing services of a public library.

AND WHEREAS, Section G of the municipal capital facilities agreement authorized under County of Oxford By-law No. 5125-2009, provides for property tax exemption, commencing June 1, 2010, for the portion of 40 Woodstock Street South, Tavistock used entirely for the purpose of providing services of a public library, pursuant to Section 110 of the Act and O.Reg. 603/06.

AND WHEREAS, David Piggott and Kimberley Piggott and the County of Oxford are desirous of entering into a municipal capital facilities agreement to accommodate the operation of the Oxford County Library - Tavistock Branch as a public library which provides 4,300 square feet of

space on the first floor of the building used entirely for public library services to be exempt from municipal and school board tax for the term of the municipal capital facilities agreement.

AND WHEREAS, Section 361 of the *Municipal Act*, 2001, as amended, provides that every municipality, other than a lower-tier municipality, shall have a tax rebate program for eligible charities or similar organizations for the purpose of giving them relief from taxes or amounts paid on account of taxes on property that is in any class of real property prescribed under the *Assessment Act*, subject to an application received no later than the last day of February of the following year.

NOW THEREFORE THE COUNCIL OF THE COUNTY OF OXFORD ENACTS AS FOLLOWS:

1. That the agreement, signed by the Warden and Clerk pursuant to County of Oxford By-law No. 5125-2009, dated November 25, 2009, attached hereto and forming part of this By-law as Schedule "A", authorizes the County to enter into agreement(s) under Section 110(2) of the *Municipal Act*, 2001, as amended, with David and Kimberley Piggott concerning a property located at 40 Woodstock Street South, Tavistock for the provision of a municipal capital facility, namely a public library within 4,300 square feet of space on the first floor of the building, entirely used for public library services. Such agreement(s) shall provide the aforementioned space, used entirely for public library services, to be exempt from taxation for municipal and school board purposes pursuant to subsection 110(6) of the *Municipal Act*, 2001, as amended, for the duration of the lease/municipal capital facilities agreement.
2. That pursuant to the municipal capital facility agreement forming part of this By-law, to exempt from taxation the portion of the property located at 40 Woodstock Street South, Tavistock used entirely for a public library within 4,300 square feet of space on the first floor of the building assessed as commercial property, commencing June 1, 2010, taxes for municipal and school board purposes imposed on the supplementary assessment notice received in 2013 for the years 2011, 2012 and 2013 shall be rebated at 100% to the property owners in accordance with Section 361 of the *Municipal Act*, 2001, as amended, subject to the property owner filing the necessary application with the Treasurer of the County of Oxford no later than the last day of February, 2014.
3. That for the purpose of applying for a tax rebate under subsection 361(4) of the *Municipal Act*, 2001, as amended, the property owner shall submit an application as prescribed on Schedule "B" attached hereto and forming part of this By-law.
4. That upon passing this By-law, the Clerk shall give written notice of the By-law pursuant to subsection 110(8) of the *Municipal Act*, 2001, as amended.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. MCKAY, WARDEN

BRENDA J. TABOR, CLERK

This Lease Agreement made in duplicate this 23rd day of February, 2010.

BETWEEN:

David Piggott and Kimberley Piggott

hereinafter referred to as the "LANDLORD"

-and-

County of Oxford

hereinafter referred to as the "TENANT"

Whereas the Landlord is the owner of land and improvements (the "Building") commonly known and numbered as 40 Woodstock Street South, Tavistock, Ontario, Canada and legally described as follows:

Parts of Lots 3 and 4, on the north-west side of Woodstock Street, Plan 307, in the former Village of Tavistock, now in the Township of East Zorra-Tavistock (P.I.N. 00247-0204).

And Whereas the Landlord makes available 4,300 square feet for lease within the building designated as Oxford Manor (the "Leased Premises") as described in Attachment 'A' to this Lease Agreement.

And Whereas the Landlord desires to lease the Leased Premises to the Tenant, and the Tenant desires to lease the Leased Premises from the Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth:

Now Therefore This Agreement Witnesseth that the parties hereto agree as follows:

A. Term

1. The Landlord hereby leases the Leased Premises to the Tenant, and the Tenant hereby leases the same from the Landlord, for a ten (10) year period scheduled to commence on approximately June 1, 2010 and ending December 31, 2020. The actual date of the Lease commencement will be the date that the premises are available for occupancy.
2. The Tenant may renew the Lease for extended terms of five (5) years. The Tenant shall exercise such renewal option by giving written notice to the Landlord not less than one hundred and eighty (180) days prior to the expiration of the initial term. The rental shall be at the same covenants, conditions and provisions as provided in this Lease, except as amended in writing by both parties and signed.

B. Rental

1. The Tenant shall pay to the Landlord during the Term, rent of \$ 9.00 per square foot for the first five (5) year period and \$9.50 per square feet for the following five (5) years thereafter, payable in installments of \$3,225 plus G.S.T. per month and \$3,403.17 plus G.S.T. per month respectively. Each payment shall be due in advance on the first day of each calendar month during the lease term to the Landlord at R.R. #1, Bright, Ontario N0J 1B0, or at such other place designated by written notice from the Landlord. The rental payment amount for any partial calendar months shall be prorated on a daily basis.
2. The rental for any renewal lease term, if exercised under this Lease shall be negotiated one hundred and eighty (180) days prior to the expiration of the initial lease period.

Lease Agreement
Piggott and County of Oxford

C. Use

Oxford County Library Services proposes to use the Leased Premises for the operation of public services initiatives to include but not limited to the Oxford County Tavistock Branch Library.

Notwithstanding the forgoing, the Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing or device. The Landlord will equally not use the Building for the purpose of storing, manufacturing or selling any inherently dangerous substance, chemical, thing or device nor knowingly allow this to occur within the Building.

D. Sub-Lease and Assignment

The Tenant shall have the right without the Landlord's consent, to assign this Lease to a corporation with which the Tenant may merge or consolidate, to any subsidiary of the Tenant, to any corporation under common control with the Tenant, or to a purchaser of substantially all the Tenant's assets. Except as set forth above, the Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without the Landlord's consent, such consent not to be unreasonably withheld or delayed.

E. Repairs

During the Lease term, the Tenant shall make at the Tenant's expense, routine repairs to the Leased Premises. Routine repairs shall be defined as normal use and wear, or damage, resulting from the Tenant's normal use of the Leased Premises; including but not limited to such items as routine repairs of floor coverings, walls, painting, acoustic ceiling tiles. This includes routine repairs to the HVAC systems in place to serve the Leased Premises exclusively. Repairs to areas outside of the Leased Premises are the responsibility of the Landlord and these repairs are to be completed in an expeditious manner. The Tenant is responsible for obtaining regular cleaning services for the space described as the Leased Premises; the Landlord is responsible for upkeep of the Building and its services, pest control within the Building, any exterior grounds, annual exterior window washing.

The Landlord is responsible for the clearing and removal of snow and ice as required, and in accordance with local by-laws. The Tenant, during normal business hours, agrees to monitor those walkways, stairs or ramps serving the Leased Premises exclusively and to the extent practical assist in keeping these areas free of snow and ice. The Tenant, upon observing any adverse snow or ice condition, will report immediately to the Landlord.

F. Fitment, Alterations and Improvements

The Landlord agrees to provide the Tenant with scaled design drawings for Tenant review and comment and sign-off, 1 month prior to construction and finishing of the Leased Premises occurring.

The Landlord agrees to finish the Leased Premises with painted drywall wall surfaces, commercial grade carpet, standard commercial lighting, standard commercial electrical and duct for computer cabling. The Tenant agrees to purchase and install, or pay the cost of purchasing and installing, any lighting that it requires beyond that of the Landlord's obligation herein.

The Landlord agrees to provide within the Leased Premises a minimum of two (2) washrooms with one (1) being fully accessible, built in accordance with the County adopted Facility Accessibility Design Standards (FADS).

The Landlord agrees to supply and maintain the Leased Premises with a system that provides heating and air conditioning suitable to the square footage of the Leased Premises and sufficient in size and efficiency so as to provide the Tenant with suitable use of the Leased Premises during each season.

The Tenant agrees to pay the actual costs for all leasehold improvements, with those leasehold improvements subject to the Landlord's approval with such approval not to be unreasonably withheld or delayed.

Lease Agreement
Piggott and County of Oxford

The Tenant shall have the right, following the Landlord's consent, to remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as the Tenant may deem desirable provided the same are made in a workmanlike manner and utilizing good quality materials.

The Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises; this is to include mandated signage. All personal property, equipment, machinery, trade fixtures and temporary installations, placed by the Tenant shall remain the property of the Tenant free and clear from any claim by the Landlord. The Tenant shall have the right to remove same at anytime during the term of this Lease provided that all damage to the Leased Premises caused by such removal is repaired by the Tenant at the Tenant's expense.

G. Property Taxes

The Tenant represents that its use of the Leased Premises (library) will result in there being no assessment for municipal property taxes on the Leased Premises pursuant to Section 110 of the Municipal Act and Ontario Reg. 603/06. The rental amounts in this lease have been calculated based upon that representation. Should there be at any time any assessment for taxes on the Leased Premises during the term of this lease, then the amount of such assessment will be added to and become part of the rent payable under this lease.

For further certainty, the Landlord acknowledges that the above provision only applies to the commercial use part of the building and that the residential portion of the building will be subject to full tax assessment which the Landlord must pay.

H. Insurance

1. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of the Tenant or any of the Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and the Tenant shall be responsible for the costs to repair that are not covered by the Landlord's insurance; excluding claims from any other tenant of the Landlord that does not have valid or active content or business disruption insurance coverage at the time of said loss.
2. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of the Landlord or any of the Landlord's employees or invitees, rent shall be abated while such damages are under repair and the Landlord shall be responsible for the costs that are not covered by the Tenant's insurance.
3. The Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as the Landlord shall deem appropriate. The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures that may be located in the Leased Premises.
4. The Tenant and the Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums fully paid on or before the due date, with said insurance to offer not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The Landlord shall not be required to maintain coverage against thefts within the Leased Premises.

Lease Agreement
Piggott and County of Oxford

I. Utilities

The Tenant shall pay for the cost of utilities for the Leased Premises; either through a metered or sub-metered system of reporting or an amount that is proportionate to square footage, to be agreed upon by the Tenant and Landlord. The cost for utilities paid by the Tenant will commence on the date of unrestricted occupancy to the Leased Premises.

J. Signage

The Tenant at its expense, and in accordance with applicable zoning or by-laws, maintains the right to install on the Building signage for the purpose of advertising its functions within the Leased Premises. The Tenant agrees to review the design and method of installation with the Landlord in advance.

K. Tenant Access

The Landlord agrees to construct and supply a full accessible access point, to be in form of a ramp and stair section for the sole use of the County and its clients, to be located on the west side of the building. This ramp shall be constructed in accordance with the Ontario Building Code. The Tenant shall approve the final design of this access in writing to the Landlord prior to construction.

L. Parking

The Landlord shall provide accessible parking (signed and marked according to MTO requirements) adjacent to the Building, in accordance with local zoning requirements. The Landlord further grants the Tenant exclusive access to three (3) parking spots on the site.

M. Building Rules

The Tenant agrees to abide by the building rules, adopted and altered by the Landlord from time to time with all such rules communicated to the Tenant in writing. The Landlord agrees that no building rules will be adopted or altered in such a manner so as to impede the daily business of the Tenant or hinder the Tenants use of the Leased Premises in any manner.

N. Entry

The Landlord shall have the right to enter the Leased Premises upon 24 hours notice being provided to the Tenant; if a building emergency exists and immediate access required, notice is not required. The Tenant shall be notified in advance and be provided the name of any company or agent of the Landlord that enters the Leased Premises for any purpose.

O. Communication Dish

The Landlord agrees to the installation by the Tenant of a communication dish on the Building; a small antenna (dimensions to be determined) for the purpose of providing computer and internet services to its staff and clientele is required. The Tenant agrees to make every effort possible to mount the antenna on a free-standing tripod, to be located on the Building rooftop. The Landlord agrees to install and provide exclusive use to the Tenant, a run of conduit from the Leased Premises to the roof area in order to facilitate a connection to the communication dish.

P. Default

The Tenant reserves the right to use right or remedy available in law, to mitigate damages in the event of default on the part of the Landlord.

Lease Agreement
Piggott and County of Oxford


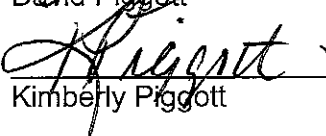
Q. Sale of Property

In the event of sale of the Building, the Lease Agreement in affect at the time of sale shall be assumed in whole by the new owner, under the same terms and conditions as the original Lease Agreement with the Landlord.

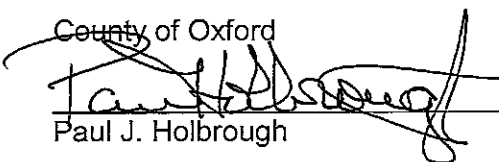
In Witness Whereof the Landlord has executed and delivered this Lease this ^{18th}
day of ~~January~~, 2010.
_{February}

Witness:

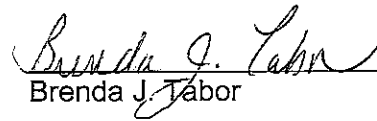


) 
) _____
) David Piggott
) 
) _____
) Kimberly Piggott

In Witness Whereof the Landlord has executed and delivered this Lease this ^{23rd}
day of ~~November~~, 2009.
_{February, 2010}

County of Oxford


Paul J. Holbrough Warden



Brenda J. Tabor Clerk

(We have authority to bind the corporation)

SCHEDULE "B"
BY-LAW NO. 5535-2014

Tax Rebate Application – Subsection 361(4) of the *Municipal Act*, 2001, as amended

The tax rebate program authorized under this By-law, hereby refers exclusively to the municipal property described herein as the portion of the property located at 40 Woodstock Street South, Tavistock, Township of East Zorra-Tavistock, County of Oxford, used entirely for a public library within 4,300 square feet of space on the first floor of the building, assessed as commercial property.

Upon filing this application to the satisfaction of the Treasurer and no later than the last day of February, 2014, the applicant shall receive 100% tax rebate for taxes billed in 2013 specific to the property as described herein.

The applicants hereby submit this application to be eligible for the tax rebate program as authorized by County of Oxford By-law No. 5535-2014 in accordance with subsection 361(4) of the *Municipal Act*, 2001, as amended.

Assessment Roll No. 3238020010154000000

Applicants' signatures:

David Piggott, Property Owner

Kimberley Piggott, Property Owner

Dated this ____ day of _____, 201__.

COUNTY OF OXFORD

BY-LAW NO. 5536-2014

BEING a By-law to amend By-law No. 5370-2012, being a By-law to remove certain lands from Part Lot Control.

WHEREAS, Council passed By-law No. 5370-2012 on July 11, 2012 containing an expiration date of July 11, 2013.

AND WHEREAS, Victoria Wood (Tillsonburg) GP Inc. has requested the County of Oxford to amend the expiration date of By-law No. 5370-2012 which deleted certain lands for seven (7) residential lots in a registered subdivision from Part Lot Control.

NOW THEREFORE, the Council of the County of Oxford enacts as follows:

1. That By-law No. 5370-2012 is hereby amended by changing the expiration date to **January 08, 2015**.
2. That this By-Law shall become effective on the date of third and final reading.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. MCKAY,

WARDEN

BRENDA J. TABOR,

CLERK

COUNTY OF OXFORD

BY-LAW NO. 5537-2014

BEING a By-law to confirm the appointment of Councillor Margaret E. Lupton as the acting head of council, designated as Deputy Warden, of the Council of the County of Oxford.

WHEREAS, Section 242 of the Municipal Act, 2001, S.O. 2001, Chapter 25 provides for the appointment of a member of council to act in the place of the head of council when the head of council is absent or refuses to act or the office is vacant and Procedure By-law No. 5532-2013 of the County of Oxford, in Section 5 thereof, provides for the appointment of a Deputy Warden as acting head of council.

AND WHEREAS, Council, at its meeting on December 11, 2013, elected Councillor Margaret E. Lupton the member of council to act in the place of the head of council.

AND WHEREAS, Council wishes to confirm the election and appointment of Councillor Margaret E. Lupton as Deputy Warden of the County of Oxford.

NOW THEREFORE, the Council of the County of Oxford enacts as follows:

1. It is hereby confirmed that Councillor Margaret E. Lupton has been duly elected as the acting head of council of the County of Oxford.
2. It is hereby confirmed that Councillor Margaret E. Lupton has been appointed as the acting head of council of the County of Oxford, to be designated as Deputy Warden, for the term 2014, effective December 11, 2013.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. McKAY, WARDEN

BRENDA J. TABOR, CLERK

COUNTY OF OXFORD

BY-LAW NO. 5538-2014

BEING a By-law to authorize the Chief Administrative Officer to execute all documents necessary to effect the purchase of lands required for the County Road 8 reconstruction project.

WHEREAS, the Table to Section 11 and Section 52 (3) of the Municipal Act, 2001, S.O. 2001, Chapter 25, prescribes that specified highways are within the jurisdiction of the County of Oxford for all matters relating to those highways, including parking and traffic.

AND WHEREAS, Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS, Council has adopted Public Works Report No. PW (CS) 2013-73, dated December 11, 2013.

NOW THEREFORE, the Council of the County of Oxford enacts as follows:

1. That the Chief Administrative Officer is hereby authorized and instructed to execute all documents necessary to effect the purchase of 0.412 ha of land being pt of Lot 20, Concession 10, part of PIN 00238-0024 on Reference Plan 41R-8888, Township of East Zorra-Tavistock required for the County Road 8 reconstruction project.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. MCKAY, WARDEN

BRENDA J. TABOR, CLERK

COUNTY OF OXFORD

BY-LAW NO. 5539-2014

BEING a By-law to authorize the Chief Administrative Officer to execute all documents necessary to effect the purchase of lands required for the County Road 20 (North Street, Tillsonburg) reconstruction project.

WHEREAS, the Table to Section 11 and Section 52 (3) of the Municipal Act, 2001, S.O. 2001, Chapter 25, prescribes that specified highways are within the jurisdiction of the County of Oxford for all matters relating to those highways, including parking and traffic.

AND WHEREAS, Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS, Council has adopted Public Works Report No. PW (CS) 2013-74, dated December 11, 2013.

NOW THEREFORE, the Council of the County of Oxford enacts as follows:

1. That the Chief Administrative Officer is hereby authorized and instructed to execute all documents necessary to effect the purchase of 4 m² of land being Part of Lot 4, Concession 10, part of PIN 00021-0019 on Reference Plan 41R-9032, Town of Tillsonburg required for the County Road 20 (North Street) reconstruction project.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. MCKAY, WARDEN

BRENDA J. TABOR, CLERK

COUNTY OF OXFORD

BY-LAW NO. 5540-2014

BEING a By-law to confirm all actions and proceedings of the Council of the County of Oxford at its meeting held on January 8, 2014.

The Council of the County of Oxford enacts as follows:

1. That all actions of the Council at its meeting held on the 8th day of January, 2014 in respect of each report, resolution or other action passed and taken by the Council at the meeting are hereby adopted, ratified and confirmed.
2. That the Warden and/or the proper officers of the County are hereby authorized and directed to do all things necessary to give effect to the said actions referred to in Section 1 of this By-law, to obtain approvals where required, and except where otherwise provided, to execute all necessary documents and the Clerk is hereby authorized and directed to affix the corporate seal where necessary.

READ a first and second time this 8th day of January, 2014.

READ a third time and finally passed this 8th day of January, 2014.

DONALD E. McKAY, WARDEN

BRENDA J. TABOR, CLERK