



## **Regular Council Meeting Agenda**

January 9, 2023 at 4:00 PM  
Council Chambers

Page

- 1. Call to Order**
- 2. Moment of Reflection**
- 3. Disclosure of Pecuniary Interest and the General Nature Thereof**
- 4. Public Meetings**
- 5. Reading and Confirmation of Minutes**

5.1 Special Council Meeting Minutes of November 18 & 21, 2022 and Regular Council Meeting Minutes of December 12, 2022

## **6. Deputations**

6.1 Tom Zsolnay, CEO and Abigail McIlquham, Associate Director, Healthcare Advancement of the University Hospitals Kingston Foundation will make a deputation to Council

### **Resolution:**

"THAT the deputation by Tom Zsolnay, CEO and Abigail McIlquham, Associate Director, Healthcare Advancement of the University Hospitals Kingston Foundation seeking support on behalf of Kingston Health Sciences Centre (KHSC) through a five year pledge in support of capital upgrades, which will help to improve the healthcare services to residents of the entire southeastern Ontario region be received."

6.2 Matt Brown, Chair of Gleaners Food Bank will make a deputation to Council

### **Resolution:**

"THAT the deputation by Matt Brown, Chair of Gleaners Food Bank, providing information to Council and raising awareness of ongoing challenges at the Food Bank, be received."

- 6.3 Ryan Williams, Member of Parliament for Bay of Quinte will make a deputation to Council

**Resolution:**

"THAT the deputation by Ryan Williams, Member of Parliament for Bay of Quinte be received."

## 7. Correspondence

- 7.1 January 3, 2023 letter from the Belleville Chamber of Commerce 11  
[Chamber of Commerce Request for Assistance with Winter Event](#)

**Resolution:**

"THAT the Free Shuttle service from the main Terminal to Loyalist College requested in the January 3, 2023 letter from the Belleville Chamber of Commerce for the Family FUNfest Winter edition on Sunday, February 12, 2023, organized as per the City Events Contract, be approved and referred to staff for consultation."

## 8. Committee of the Whole

**Resolution:**

THAT Council rise and go into Committee of the Whole to hear and consider reports, passing of recommendations and resolutions with Councillor Brown in the Chair.

### 8.a. Reports

The agenda shall include under Reports items that warrant individual attention from Council.

- 8.a.1 Appointment of Citizen Members to Various City Boards & Committees 12 - 15  
[DCS-2023-01 - Pdf](#)

**Resolution:**

"THAT pursuant to the Director of Corporate Services/Clerk's Report No. DCS-2023-01, Appointment of Members to Various City Boards & Committees, a By-law to repeal and replace By-law

2019-02 (Appointments By-law) be prepared for Council's consideration."

8.a.2 2023 Chamber of Commerce Events and Visitor Services Contracts

16 - 22

[DECDEV-2023-01 - Pdf](#)

**Resolution:**

"THAT in accordance with Section 30.3 Sole and Single sourcing – Approval and Reporting of the City's Purchasing By-law Number 2021-99, the agreement with the Belleville Chamber of Commerce be accepted for the provision of special event services in the amount of \$145,000.000 plus \$18,850.00 HST for a total of \$163,850.00, and the provision of visitor services in the amount of \$125,000.00 plus \$16,250.00 HST for a total of \$141,250.00., and that the Mayor and City Clerk be authorized to sign the Acceptance Agreement on behalf of the Corporation of the city of Belleville and that the City Clerk be authorized to affix the Corporate Seal; and

THAT Council provide 2023 Operating Budget pre-budget approval to increase the Community Events – Chamber contract budget by \$10,200 and increase the Visitor Services Chamber contract budget by \$15,200 with the funding being through taxation."

**8.b. Consent Items**

Council may adopt Consent Items by one motion, but prior to consideration of such motion, Members may request that specific items be removed from consideration under such motion and Council shall consider such items individually.

**Resolution:**

"THAT the Consent items be approved with the exception of item(s)

\_\_\_\_\_."

8.b.1 Recommendation Report For Proposed Zoning By-law Amendment (By-law 3014)

Concession 7, Part Lot 4, Part 1 of Plan 21R-10223, formerly Township of Thurlow, now City of Belleville

File No.: B-77-1176

OWNER: Brian and Darlene Anderson

Principal Planner's Report No. PP-2023-05 (**Refer to January 3, 2023 PAC Agenda page 222**)

**Resolution:**

1. THAT the Planning Advisory Committee recommends the following to City Council:

“THAT Application B-77-1176 to amend the City of Belleville Zoning By-law Number 3014, as amended for Concession 7, Part Lot 4, Part 1 of Plan 21R-10223, formerly Township of Thurlow, now City of Belleville, be **APPROVED** as follows:

THAT Zoning By-law Number 3014, as amended, be amended to rezone a portion of the severed parcel from Rural (RU) Zone to Rural Residential (RR) Zone.”

2. "THAT a by-law amending Zoning By-law Number 3014 being a by-law to regulate the use of land and the height, bulk, location, size, floor area, spacing, character and use of buildings, be prepared for Council's consideration."

- 8.b.2 Recommendation Report For Proposed Zoning By-law Amendment (By-law 3014)  
329 Airport Parkway, City of Belleville  
FILE NO.: B-77-1177  
OWNER: John Allison and Howard Allison  
AGENT: Watson Land Surveyors Ltd.

Principal Planner's Report No. PP-2023-06 (**Refer to January 3, 2023 PAC Agenda page 252**)

**Resolution:**

1. That the Planning Advisory Committee recommends the following to City Council:

“THAT Zoning By-law Number 3014, as amended, be amended by rezoning the subject land from Prime Agriculture (PA) Zone to Prime Agriculture (PA-58) Zone with special provisions to permit a reduced frontage of 91.1 metres and to prohibit new residential development and the housing of livestock in existing structures at the time of passing of this By-law; to Rural Residential (RR) Zone; and, to Rural Residential (RR-73) Zone with special provisions to permit a reduced interior side yard setback of 4.0 metres.”

2. "THAT a by-law amending Zoning By-law Number 3014 being a by-law to regulate the use of land and the height, bulk, location, size, floor area, spacing, character and use of buildings, be prepared for Council's consideration."

- 8.b.3 Part Lot Control Exemption, Riverstone Subdivision – Phase 3, Blocks 1 to 12, Plan 21M-316

Owner: Geertsma Homes Ltd.

File: ER-108

[APS-2023-01 - Pdf](#)

**Resolution:**

“That a By-law to exempt Blocks 1 to 12 Registered Plan 21M-316, City of Belleville, County of Hastings, from the provisions of Section 50(5) of the Planning Act, for a period of 24 months, be prepared for Council’s consideration.”

- |       |   |         |
|-------|---|---------|
| 8.b.4 | 2023 Borrowing By-Law<br><a href="#">DF-2023-01 - Pdf</a> | 38 - 39 |
|-------|---|---------|

**Resolution:**

“THAT a by-law to approve the borrowing of funds for the City be prepared for Council’s consideration.”

- |       |   |         |
|-------|---|---------|
| 8.b.5 | Execution of Access and Utilities Easement Agreement<br>784 Bell Boulevard & 840 Wallbridge Loyalist Road<br>Former Township of Sidney, now City of Belleville<br><a href="#">APS-2023-02 - Pdf</a> | 40 - 58 |
|-------|---|---------|

**Resolution:**

“THAT a by-law to approve and authorize the execution of an Access and Utilities Easement Agreement between 2335213 Ontario Inc., McDonald’s Restaurants of Canada Limited, and The Corporation of the City of Belleville be prepared for Council’s consideration, but that the respective Agreement and related documentation not be signed until such time as the Manager of Approvals advises that the Owners have satisfied all City requirements and that the draft agreement has been finalized.”

- |       |   |         |
|-------|---|---------|
| 8.b.6 | City of Belleville’s Response to Provincial Bill 109 – More Homes for Everyone Act 2022<br><a href="#">DEDS-2023-01 - Pdf</a> | 59 - 98 |
|-------|---|---------|

**Resolution:**

“THAT Report No. DEDES-2023-01 dated January 9, 2023 regarding City of Belleville’s response to Provincial Bill 109 – More Homes for Everyone Act 2022 be received as information.”

- |       |   |          |
|-------|---|----------|
| 8.b.7 | Stirling & District Recreation Centre Agreement Update<br><a href="#">CAO 2023-01 - Pdf</a> | 99 - 100 |
|-------|---|----------|

**Resolution:**

"That pursuant to the CAO's report number CAO 2023-01, Stirling & District Recreation Centre Agreement Update, a by-law be prepared for Council's consideration to authorize the Mayor and City Clerk to sign the Agreement on behalf of the Corporation and to affix the corporate seal."

**8.c. Council Information Matters**

Council may adopt Consent Items by one motion, but prior to consideration of such motion, Members may request that specific items be removed from consideration under such motion and Council shall consider such items individually.

**Resolution:**

"THAT the Agenda items be received with the exception of item(s)  
\_\_\_\_\_."

**8.c.1 General Information**

- |    |  |           |
|----|--|-----------|
| a) | Planning Advisory Committee Secretary's January 4, 2023 report in connection with the Public Meeting Minutes of November 7, 2022<br><a href="#">PAC Secretary's Report re Nov 7, 2022 Public Meeting Minutes</a> | 101       |
| b) | Quinte Conservation Authority Annual Report 2022<br><a href="#">Q-Con Annual Report 2022 - Education Stewardship</a>   | 102 - 113 |

**8.c.2 Request support of the following letters/resolutions:**

- |    |  |           |
|----|--|-----------|
| a) | <b>Request for CN Rail to reconsider its position that the Ontario Drainage Act does not apply to it as a public entity; and that CN Rail contribute to all municipal drains in Ontario, as per section 26 of the Ontario Drainage Act, and work to expedite its response timelines to the 55 projects currently on hold in Ontario so that the projects impacting the agriculture sector can proceed and be dealt with in a timely manner</b> | 114 - 117 |
|----|--|-----------|

Resolutions from Town of Plympton-Wyoming and Township of Warwick

[Resolution Dec 21, 2022-Town of Plympton Wyoming](#)

- |    |   |     |
|----|---|-----|
| b) | <b>Request the Government of Ontario halt the legislative advancement of Bill 23, More Homes Built Faster Act</b> | 118 |
|----|---|-----|

**2022 to enable fulsome consultation with municipalities and request the Ministry of Municipal Affairs and Housing extend the commenting period for all components of the proposed Bill 23**

December 6, 2022 Resolution from the Municipality of Marmora and Lake

[Dec 6, 2022 Resolution-Marmora & Lake - Opposition to Bill 23](#)

- c) **Petition the Ontario Energy Board to regulate natural gas bill costs to levels that are affordable and profitable as in jurisdictions within Ontario that have lower costs** 119

December 14, 2022 Resolution from the Municipality of Tweed

[Resolution Dec 14, 2022-Municipality of Tweed-Natural Gas](#)

- d) **Request the Provincial Government to promptly pass an Administrative Penalties regulation under the Resource Recovery and Circular Economy Act, 2016** 120 - 121

Dec 6, 2022 Resolution from the City of Kingston

[Resolution Dec 6, 2023 - Kingston](#)

**8.c.3 Items received in the Corporate Services Department that may be of interest to City Council/Staff**

- a) City Council Planning Committee Minutes and Planning Advisory Committee Minutes dated November 7, 2022

**8.d. Rise and Report**

**9. By-Laws**

Following the first and second reading of by-laws, Members may debate any by-law under consideration.

**9.a. First Reading of By-Laws**

- |         |   |           |
|---------|---|-----------|
| 2023-01 | a by-law to appoint a Treasurer for the Corporation of the City of Belleville<br><a href="#">2023-01 Appoint Treasurer - Ferguson</a> | 122       |
| 2023-02 | a by-law amending Zoning By-law Number 3014 being a by-law to regulate the use of land and the height, bulk, location, size,          | 123 - 124 |

floor area, spacing, character and use of buildings (329 Airport Pkwy)

[2023-02 329 Airport Parkway](#)

2023-03	a by-law amending Zoning By-law Number 3014 being a by-law to regulate the use of land and the height, bulk, location, size, floor area, spacing, character and use of buildings (Conc. 7, Pt. Lot 4, Thurlow)	125 - 126
	<a href="#">2023-03 Zoning Zion Road</a>	
2023-04	a by-law to approve and authorize the execution of an Access and Utilities Easement Agreement between McDonald's restaurants of Canada Limited and 2335213 Ontario Inc. and the Corporation of the City of Belleville	127 - 143
	<a href="#">2023-04 Access &amp; Utilities Easement Agreement</a>	
2023-05	a by-law to exempt Blocks 1 to 12 Registered Plan 21M-316, City of Belleville, County of Hastings, from the provisions of Section 50(5) of the Planning Act, for a period of 24 months (Phase 3, Blocks 1-12, Plan 21M-316)	144
	<a href="#">2023-05 Part Lot Control -Riverstone</a>	
2023-09	a by-law to appoint members to boards, committees and special committees	145 - 155
	<a href="#">2023-09 Appointments to Committees Revised</a>	
2023-10	a by-law to approve and authorize the execution of an agreement between The Corporation of The Township of Stirling-Rawdon, The Corporation of the City of Quinte West and The Corporation of the Municipality of Centre Hastings and The Corporation of the City of Belleville (Stirling Arena)	156 - 164
	<a href="#">2023-10 Stirling Arena Agreement</a>	
2023-11	a by-law to appoint Municipal By-law Enforcement Officers for the purpose of enforcing By-Law Number 9457 and Part III, Section 3 (Parking of Vehicles on Private Property) and Section 6 (Handicapped Parking Zones) of By-Law Number 12967, as they affect the areas of land and premises known as Quinte Healthcare Belleville General, 111 Bay Drive, 1 First Street and 2 Second Street [patrolled by Paladin Security]	165 - 166
	<a href="#">2023-11 QHC-Paladin Security officers</a>	
2023-12	a by-law to authorize the borrowing of funds	167 - 168
	<a href="#">2023-12 Borrowing By-Law</a>	

## 9.b. Second Reading of By-Laws and Discussion

2023-01



2023-02

2023-03

2023-04

2023-05

2023-09

2023-10

2023-11

2023-12

### **9.c. Third Reading of By-Laws**

2023-01 a by-law to appoint a Treasurer for the Corporation of the City of Belleville

2023-02 a by-law amending Zoning By-law Number 3014 being a by-law to regulate the use of land and the height, bulk, location, size, floor area, spacing, character and use of buildings (329 Airport Pkwy)

2023-03 a by-law amending Zoning By-law Number 3014 being a by-law to regulate the use of land and the height, bulk, location, size, floor area, spacing, character and use of buildings (Conc. 7, Pt. Lot 4, Thurlow)

2023-04 a by-law to approve and authorize the execution of an Access and Utilities Easement Agreement between McDonald's restaurants of Canada Limited and 2335213 Ontario Inc. and the Corporation of the City of Belleville

2023-05 a by-law to exempt Blocks 1 to 12 Registered Plan 21M-316, City of Belleville, County of Hastings, from the provisions of Section 50(5) of the Planning Act, for a period of 24 months (Phase 3, Blocks 1-12, Plan 21M-316)

2023-09 a by-law to appoint members to boards, committees and special committees

2023-10 a by-law to approve and authorize the execution of an agreement between The Corporation of The Township of Stirling-Rawdon, The Corporation of the City of Quinte West and The Corporation

of the Municipality of Centre Hastings and The Corporation of the City of Belleville (Stirling Arena)

2023-11 a by-law to appoint Municipal By-law Enforcement Officers for the purpose of enforcing By-Law Number 9457 and Part III, Section 3 (Parking of Vehicles on Private Property) and Section 6 (Handicapped Parking Zones) of By-Law Number 12967, as they affect the areas of land and premises known as Quinte Healthcare Belleville General, 111 Bay Drive, 1 First Street and 2 Second Street [patrolled by Paladin Security]

2023-12 a by-law to authorize the borrowing of funds

**10. New Business**

**11. Motions**

**12. Notice of Motions**

**13. Announcements**

**14. Confirmatory By-Law**

**Resolution:**

“THAT By-law Number 2023-13, a by-law to confirm the proceedings of Council at its meeting held on January 9, 2023, be read a first, second and third time and finally passed this 9th day of January, 2023.”

**15. Adjournment**

**Board President**

Dale Hoard  
*Microage Technology*

**First Vice-President**

Christina Wallis  
*Wallis Law*

**Second Vice-President**

Sandra Leslie  
*Meta Employment Services*

**Treasurer**

Jeanette Cyr-Guerreiro  
*Wilkinson & Co*

**Past President**

Anthony Callaghan  
*McDougall Insurance*

**Directors**

Chris Auger  
*Trent Valley Distributors*

Mike Callaghan  
*Belleville Police Service*

Heather Candler  
*City of Belleville*

Lisa Comerford  
*QDAR*

Mark Kirkpatrick  
*Loyalist College*

Rakesh Parmar  
*Linguines/Export Grill*

Brian Pennell  
*Kenametal*

Sandi Ramsay  
*Hospice Quinte*

Susan Rowe  
*Quinte Health*

Dean Tindale  
*Bel-Con Design Building*

**Chief Executive Officer**

Jill Raycroft, MBA

January 3, 2023

Matt Macdonald – City Clerk  
The City of Belleville  
City Hall, 169 Front Street  
BELLEVILLE, ON K8N 2Y8

**FAMILY FUN FEST, WINTER Edition: Sunday, February 12 11 am – 4 pm @ Loyalist College  
as per CITY EVENTS CONTRACT WITH THE BELLEVILLE CHAMBER OF COMMERCE**

The Belleville Chamber of Commerce is in the final stages of preparing for the first of their scheduled festivals supported through the contract with the City of Belleville. After two years of managing through the pandemic to a most successful series of events in 2022, including the addition of Diwali, we hope the expansion of our winter event will encourage both families and new students to enjoy what a Canadian winter event can offer!

The Chamber continues to develop community partnerships and is excited to announce a joint venture with Loyalist College for our Winter Edition of Family Fun Fest. The college property provides the event with both indoor and outdoor space, offering contingencies in case of extreme weather conditions. We have arranged for multiple craft activities indoors in addition to our favourite winter buskers and ice carvers performing alongside outdoor firepits, horse drawn carriage rides and food vendors.

A report outlining the full scope of all events and their anticipated dates is forthcoming for presentation but for the meeting of Council on January 9<sup>th</sup>, the Chamber has a minimal request for the event scheduled on Sunday, February 12<sup>th</sup>.

As such, on behalf of **Family Fun Fest, Winter Edition** our only request for special consideration to be coordinated through Belleville Transit is a free shuttle service from the main terminal to Loyalist College beginning at approximately 10:45 am through 4:30 pm on Sunday, February 12<sup>th</sup>. Unfortunately, alternate locations such as the Quinte Mall and QSWC are not available though they were considered.

Thank you for your time and support of this City initiative. If you require further details, please contact myself or Tiffany Young, Special Events Coordinator ([tiffany@bellevillechamber.ca](mailto:tiffany@bellevillechamber.ca)).

Sincerely,



Jill Raycroft  
CEO | Belleville Chamber of Commerce  
[jill@bellevillechamber.ca](mailto:jill@bellevillechamber.ca)  
w: 613-962-4597, ext 4 | c: 613-847-4090

# City of Belleville

Report No: DCS-2023-01

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council  
**Department:** Corporate Services  
**Staff Contact:** Matt MacDonald, Director Corporate Services

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**Subject: Appointment of Citizen Members to Various City Boards & Committees**

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## Recommendation:

“THAT pursuant to the Director of Corporate Services/Clerk’s Report No. DCS-2023-01, Appointment of Members to Various City Boards & Committees, a By-law to repeal and replace By-law 2019-02 (Appointments By-law) be prepared for Council’s consideration.”

## Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. This report aligns with each of the City’s nine strategic themes and the City’s mission statement by providing innovative and efficient services in support of our community’s vision.

## Background:

Belleville City Council relies on the services of its citizens and the numerous committees and boards they work with to assist with the decision making process.

Council has and continues its efforts to ensure that its boards, committees and special committees reflect the diverse nature of Belleville’s population and encourage all property owners and/or residents and tenants to consider these opportunities as they arise. The City of Belleville’s procedure requires that any individual interested in being appointed to a committee or board submit a letter of application or complete the online application for consideration.

As a result of the end of the previous Council’s term and with that the term of the various boards and committees a call for interested parties was issued in the week of November 24th, 2022 with applications being accepted until December 11th.

At the close of the application period on the 11th 108 applications for the various board and committee seats were received in the Clerk's office.

The recommendations for citizen appointments to those board and committee seats as were publicly advertised are as follows;

**1)Accessibility Advisory Committee**

- Janna Munkittrick–Colton
- Lorna Prevost
- Janet Richards
- Jeremy Davis
- Karen Kitchen
- Richard Williams
- Mike Benson

**2)Municipal Heritage Committee (Heritage Belleville)**

- JP Lemieux
- Patti Spice
- Benjamin Johnstone
- Mark Stoliker
- Curtis Hayes
- Karen Fisk
- Nancy Roberts

**3)Youth Engagement Committee**

- Alexander St. John
- Alix Shilton
- Benjamin Johnstone
- Justin Patrick
- Vicki MacDonald
- Hardik Patel

**4)Lighting Display and Gateway Signage Committee**

- Scott Lalonde
- James Feenstra
- Annis Ross
- Jennifer Shea

**5)Glanmore National Historic Site Advisory Committee**

- Jeremy Davis
- Trevor Parsons
- Rona Rustige
- Mike Beesten

**6)Police Services Board**

- Jim O'Brien

**7)Belleville Library Board**

- Amy Hallaran
- Eric Lindenberg
- Philippe Appolon
- Ruth Ingersoll
- Michael Roberts
- Gerry Fraiberg

**8)Committee of Adjustment/Court of Revision/Property Standards/Fence Viewers**

- Robert Kranendonk
- Scott Giroux
- Robert Labarge
- Jack Alexander
- Brian Miller
- Joe Lentini

**9)Quinte Economic Development Commission (QEDC)**

- Ross Rae
- Robert Stokes

**10)Belleville Planning Advisory Committee**

- Sarita Van Dyke
- Tyler Fenton
- Paul Jennings
- John Baltutis

**11)Transportation Committee**

- Robert Jakes
- Margaret McDougall

**12)Economic and Destination Development Committee**

- Karen Baker
- Ian Stock
- Jodie Jenkins
- Richard Jeffrey
- Kalan MacRow
- Murali Reddy

**13)Transit Operations Advisory Committee**

- Veronica Leonard
- Carol Feeney
- Dwain Hilts
- Kevin Young

**14)Green Task Force**

- Shannon Williams

- Peter Whittle
- Britt Donnelly
- Gary Magwood
- Karen Broadhurst
- Greg Dickson

The recommendations contained herein are those of the Mayor's Office.

**Financial/Analysis:**

N/A

**Conclusion:**

Management is recommending that Council approve the various Board and Committee appointments, and the By-law to repeal and replace the appointments By-law as recommended.

Respectfully submitted,

Matthew MacDonald  
Director of Corporate Services/City Clerk

**Approved by:**

Cheryl Pallo, Administrative Coordinator  
Rod Bovay, Chief Administrative Officer

**Status:**

Approved - 04 Jan 2023  
Approved - 04 Jan 2023

# City of Belleville

Report No: DECDEV-2023-01

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council

**Department:** Economic & Strategic Initiatives

**Staff Contact:** Heather Candler, Director, Economic & Strategic Initiatives

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**Subject: 2023 Chamber of Commerce Events and Visitor Services Contracts**

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## Recommendation:

“THAT in accordance with Section 30.3 Sole and Single sourcing – Approval and Reporting of the City's Purchasing By-law Number 2021-99, the agreement with the Belleville Chamber of Commerce be accepted for the provision of special event services in the amount of \$145,000.000 plus \$18,850.00 HST for a total of \$163,850.00, and the provision of visitor services in the amount of \$125,000.00 plus \$16,250.00 HST for a total of \$141,250.00., and that the Mayor and City Clerk be authorized to sign the Acceptance Agreement on behalf of the Corporation of the city of Belleville and that the City Clerk be authorized to affix the Corporate Seal; and

THAT Council provide 2023 Operating Budget pre-budget approval to increase the Community Events – Chamber contract budget by \$10,200 and increase the Visitor Services Chamber contract budget by \$15,200 with the funding being through taxation.”

## Strategic Plan Alignment:

Tourism and Waterfront Revitalization: Promote and support the development of attractions, events, facilities and services that will draw visitors to the community.

Tourism and Waterfront Revitalization: Encourage the creation of a vibrant waterfront based on recreation and entertainment, accented with unique commercial and residential opportunities.

## Background:

In 2019 the City entered into two four year agreements (2019 – 2022) with the Chamber of Commerce to provide special event services and visitor services on behalf of the City. The current agreements expired December 31, 2022.



An approach to engaging with our economic development partners and stakeholders to determine the most effective role for each partner and City department who are engaged in tourism events and visitors' services will be forthcoming from the Director of Economic Development early in 2023. But it is imperative that, as we evaluate that approach, these services and events continue to be delivered effectively and progressively to the benefit of City residents and visitors. By the end of 2023 Council will have received recommendations that will inform an approach to long-term contract relationships, and this is why staff recommend proceeding with a one-year contract at this time.

At the same time the Chamber of Commerce is about to engage in its own strategic planning process, so our planning cycles are well-aligned.

The current special event services agreement requires the Chamber to organize six events including a Winter, Spring and Fall Family Fests, Canada Day, Waterfront and Multi-cultural Festival, and the Santa Claus Parade. We propose that the new agreement maintain this approach.

The current visitor services agreement requires the Chamber to provide services to people visiting the community both virtually and in person. The Chamber log cabin operates as a year-round visitor information centre with extended hours for the prime tourist season from the Canada Day long weekend to the Labour Day long weekend.

In addition, the Chamber helps with the development of the annual visitor guide. They print and distribute the guide throughout the Province, keep the visitors website updated and receive/respond to requests for information from both residents and visitors.

The Chamber also maintains the Discover Belleville annual event calendar.

Partnering with the Chamber of Commerce to provide events and visitor services is mutually beneficial. For events, the Chamber is able to attract more sponsors than the City could and they are able to attract the necessary volunteers needed to make these events successful. They can leverage the funding from the City to put on events with enhanced values of several hundred thousand dollars (three times more than our funding alone could contribute). The contract also allows the events to access government grants and private sponsorships that the City may not be eligible for. The Chamber has a long-standing successful track record of delivering family friendly community events on the City's behalf while securing such funding and sponsorships.

From the Chambers perspective, the contract with the City will allow them to receive additional revenue that helps stabilize their staffing levels and cover some overhead expenses while raising the profile of the Chamber in the community. At times the duties required by the City contracts means all Chamber staff work on events and visitor services, but when time allows, those staff normally dedicated to visitor services and events, can help support other Chamber activities. The flow of staffing facilitated by the Chamber ensures the most efficient use of staff resources for events and visitor services recognizing the seasonal and varying intensity of this kind of work.

The City of Belleville continues to receive excellent value from the contracts with the Chamber of Commerce. If City staff were to manage all events and visitor services, the expense would significantly exceed what the City currently pays the Chamber. Their ability to attract

sponsorships, leverage the city contribution with additional funding, engage volunteers and to implement flexible staffing arrangements allows them to efficiently provide family friendly events for the City and timely visitor services, including 7 day per week service during the peak tourist season. A short-term contract is recommended at this time to allow both the City and the Chamber to engage in strategic planning and a review of service delivery approaches.

### Financial/Analysis:

Under the previous agreement ending in 2022, the value of the annual contract for Special Events is \$135,000 and for Visitor Services it is \$110,000.

The proposed agreement would see a \$145,000 fee for events (7% increase), and a \$125,000 fee for visitor services (13% increase). Staff propose this increase to reflect inflationary increases, and in the case of visitor services to allow for competitive salary levels that would support employee retention, which has been a challenge. An increase to fees also reflects the requirements of the contract to take a progressive approach with each event, enhancing the offering year over year.

Vendor	Bid Amount	HST	Total Bid Amount	Net Cost to City
Special Event Services	\$ 145,000.00	\$18,850.00	\$163,850.00	\$147,552.00
Visitor Services	\$ 125,000.00	\$16,250.00	\$141,250.00	\$127,200.00

The total base operating budget for these services are as follows:

Vendor	GL Account	Base Budget	Net Cost to City
Special Event Services	1-8-4300830-0267	137,400.00	\$147,552.00
Visitor Services	1-8-5000975-0376	112,000.00	\$127,200.00
<b>Total</b>		<b>249,400.00</b>	<b>\$274,752.00</b>

There is insufficient budget available under the special events and visitor services general ledger accounts. A pre-budget approval of \$10,200.00 for special events and \$15,200 for visitor services will be required for the approval of these contracts.

### Conclusion:

That in accordance with Section 30.3 Sole and Single sourcing – Approval and Reporting of the City's Purchasing By-law Number 2021-99, it is recommended that the agreement with the Belleville Chamber of Commerce be accepted for the provision of special event services in the amount of \$145,000.000 plus \$18,850.00 HST for a total of \$163,850.00, and the provision of visitor services in the amount of \$125,000.00 plus \$16,250.00 HST for a total of \$141,250.00.

Staff recommend the renewal of the Special Events and Visitor Services agreements as proposed in this report.

**Attachments:**

[Sole and Single Sourcing Requirements-Jan 2022 Chamber signed](#)

**Approved by:**

Christine Fradley, Purchasing Supervisor  
Brandon Ferguson, Manager, Finance/Deputy Treasurer  
Matt MacDonald, Director Corporate Services  
Rod Bovay, Chief Administrative Officer

**Status:**

Approved - 05 Jan 2023  
Approved - 05 Jan 2023  
Approved - 05 Jan 2023  
Approved - 05 Jan 2023

**CITY OF BELLEVILLE**  
**SINGLE/SOLE SOURCINGCHECKLIST**

**This checklist is a guideline to assist in determining if a purchase of goods and/or services qualifies as a single or sole source purchase. If further clarification is required please contact Purchasing Services.**

Single and Sole Source purchases must be made in accordance with section 30.1 and 30.2 of the Procurement Policy.

Purchasing Services shall assist the Department in making the determination that a purchase meets the criteria of a sole or single source purchase by the following process:

**1. Single Sourcing: (check appropriate item below)**

Single source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a single Source process if the goods and/or services are available from more than one source but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- An attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify any, willing and compliant, competitive suppliers;
- For additional orders/deliveries by the original supplier of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services: (a) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and (b) would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, auction, receivership or bankruptcy, but not for routine purchases from regular suppliers;
- It is advantageous to the City to acquire the goods and/or services from a supplier pursuant to the procurement process conducted by another public body;
- It is advantageous to the City to acquire the goods and/or services directly from another public body or public service body;
- Another organization is funding or substantially funding the acquisition and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
- Where due to abnormal market conditions, the goods and/or services required are in short supply.
- Section 21. from the Purchasing by-law where the goods and/or services are considered an extension of a previous Purchase using a competitive Bid process and the previous supplier would be considered appropriate as a single source procurement due to the particular nature of the extension.

Co-operative purchasing /vendor or record arrangements or City approved buying groups, where the City is purchasing together with other municipalities or other public authorities or government agencies.

**SUMMARY OF RATIONALE:**

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

Signature; \_\_\_\_\_

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

**2. Sole Sourcing: (check appropriate item below)**

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

- Statutory or market based monopoly;
- Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material; or
- The complete item, service, or system is unique to one supplier and no alternative or substitute exists.

**SUMMARY OF RATIONALE**

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Charge Account Number: \_\_\_\_\_

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

Signature; \_\_\_\_\_

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

### 3. Approval and Reporting (Single and Sole Sourcing)

Purchases which qualify to be considered as a Single Source or Sole Source require the following approvals:

- For purchases **under \$20,000** a completed Single/Sole Sourcing Checklist, including any other applicable official documents (if required) indicating the compelling rationale that warrants a non-competitive selection and all documents will be attached to the **purchase order which shall be issued by the Department.**
- For purchases **greater than \$20,000 but less than \$50,000** a completed Single/Sole Sourcing Checklist, including any other applicable official documents (if required) indicating the compelling rationale that warrants a non-competitive selection and all documents will be attached to the **purchase order which shall be issued by Purchasing Services.**
- **For purchases over \$50,000** a written report indicating the compelling rationale (shall include a copy of a completed Single/Sole Sourcing Checklist) that warrants a non-competitive selection will be submitted by the **Department to City Council for approval** prior to selection. A copy the approved official documents (if applicable) shall be attached directly to the purchase order issued by Purchasing Services.

# City of Belleville

Report No: APS-2023-01

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council  
**Department:** Engineering & Development Services  
**Staff Contact:** Jason Pettit, Development Technologist

**Subject:** Part Lot Control Exemption  
 Riverstone Subdivision – Phase 3  
 Blocks 1 to 12, Plan 21M-316  
 Owner: Geertsma Homes Ltd.  
 File: ER-108

## Recommendation:

“That a By-law to exempt Blocks 1 to 12 Registered Plan 21M-316, City of Belleville, County of Hastings, from the provisions of Section 50(5) of the Planning Act, for a period of 24 months, be prepared for Council’s consideration.”

## Strategic Plan Alignment:

Infrastructure: Plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community.

Residential Development: Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years

## Background:

Riverstone Subdivision – Phase 3 includes 12 blocks of land to be developed with townhouse dwellings. The Phase 3 lands are located east of Farnham Road, and south of Scott Drive. Block 1 to 12 are shown on the Location Map attached as **Attachment 1**.

The Builder has requested that City Council adopt a by-law exempting Blocks 1 to 12 within the subject subdivision, as shown on **Attachments 2 to 13** from the Part Lot Control provisions of the Planning Act. Blocks 2, 5, 8 and 11 each contain a three (3) unit townhouse dwelling. Blocks 1, 3, 4, 6, 7, 9, 10 and 12 each contain a four (4) unit townhouse dwelling.

An exemption to Part Lot Control allows municipalities the right to allow blocks of townhouses and/or semi-detached dwellings to be subdivided into individual units without having to go to the Committee of Adjustment for individual severance approvals.

The intent of the Developer was to construct the units and subsequently divide the individual blocks to establish separate lots for each of the townhouse dwelling units. Dividing the lots after construction will ensure that the building is surveyed, and the new property lines are in fact placed within the dividing walls between each of the units.

The approval of a Part Lot Control exemption for Blocks 1 to 12 on Plan 21M-316 would permit the Owner to register the R-Plans, with the information shown on **Attachments 2 to 13** for these blocks thereby creating individual lots each associated with a townhouse dwelling unit, and thereby permit the sale of the forty-four (44) individual properties.

### **Financial/Analysis:**

All of the survey work and legal costs have been at the Builder's expense. The applicant paid a fee of \$9,000.00 for Part Lot Control.

### **Conclusion:**

In conclusion it would be appropriate to grant exemption from the Part Lot Control provisions of the Planning Act for Blocks 1 to 12 on Plan 21M-316 in Phase 3 of the Riverstone Subdivision.

### **Attachments:**

[Attachment 1](#)

[Attachment 2](#)

[Attachment 3](#)

[Attachment 4](#)

[Attachment 5](#)

[Attachment 6](#)

[Attachment 7](#)

[Attachment 8](#)

[Attachment 9](#)

[Attachment 10](#)

[Attachment 11](#)

[Attachment 12](#)

[Attachment 13](#)

### **Approved by:**

Greg Pinchin, Manager of Approvals  
Stephen Ashton, Director of Engineering  
Matt MacDonald, Director Corporate Services  
Rod Bovay, Chief Administrative Officer

### **Status:**

Approved - 19 Dec 2022  
Approved - 19 Dec 2022  
Approved - 21 Dec 2022  
Approved - 21 Dec 2022



**UNITS:**

44 TOWNHOUSE UNITS

**NEW/REVISED STREETS:**

MIRAMICHI ST

OTONABEE ST

**RANGE:**

2-22, 1-21

2-22, 1-21

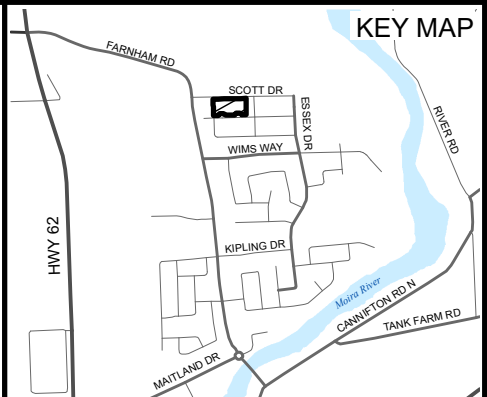


**CITY OF BELLEVILLE**  
 ENGINEERING & DEVELOPMENT  
 SERVICES DEPARTMENT

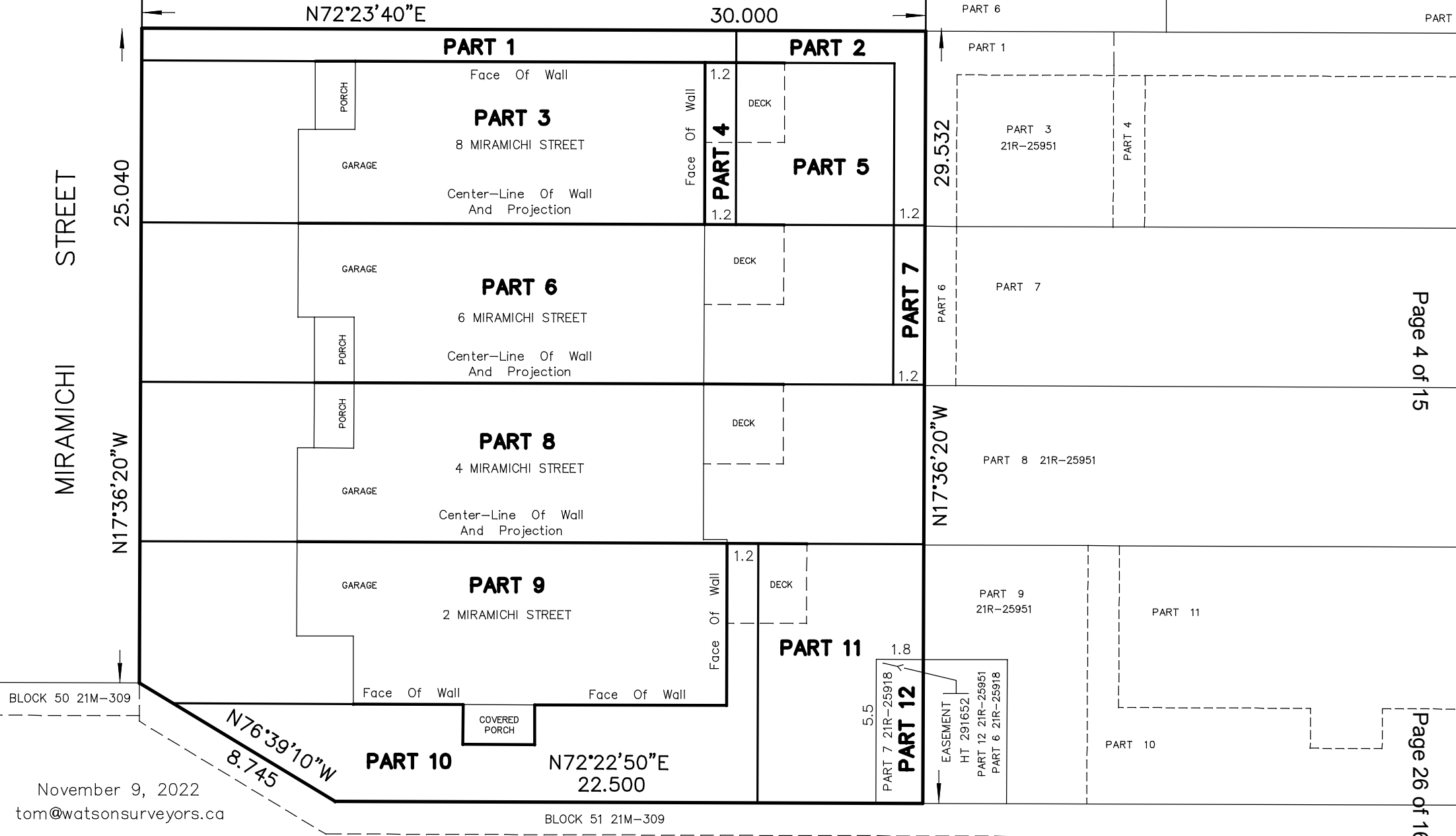
**RIVERSTONE  
 SUBDIVISION  
 PHASE 3  
 DRAFT**



SKETCH SHOWING MUNICIPAL  
 9-1-1 ADDRESSING



SKETCH TO SPLIT BLOCK 1 21M-316  
 PARTS 1 AND 2 – RIGHT OF WAYS TO PARTS 6 AND 7  
 PARTS 1, 2 AND 7 – RIGHT OF WAYS TO PART 8  
 PARTS 1, 4 AND 10 – GAS EASEMENTS  
 PART 12 – EXISTING EASEMENT

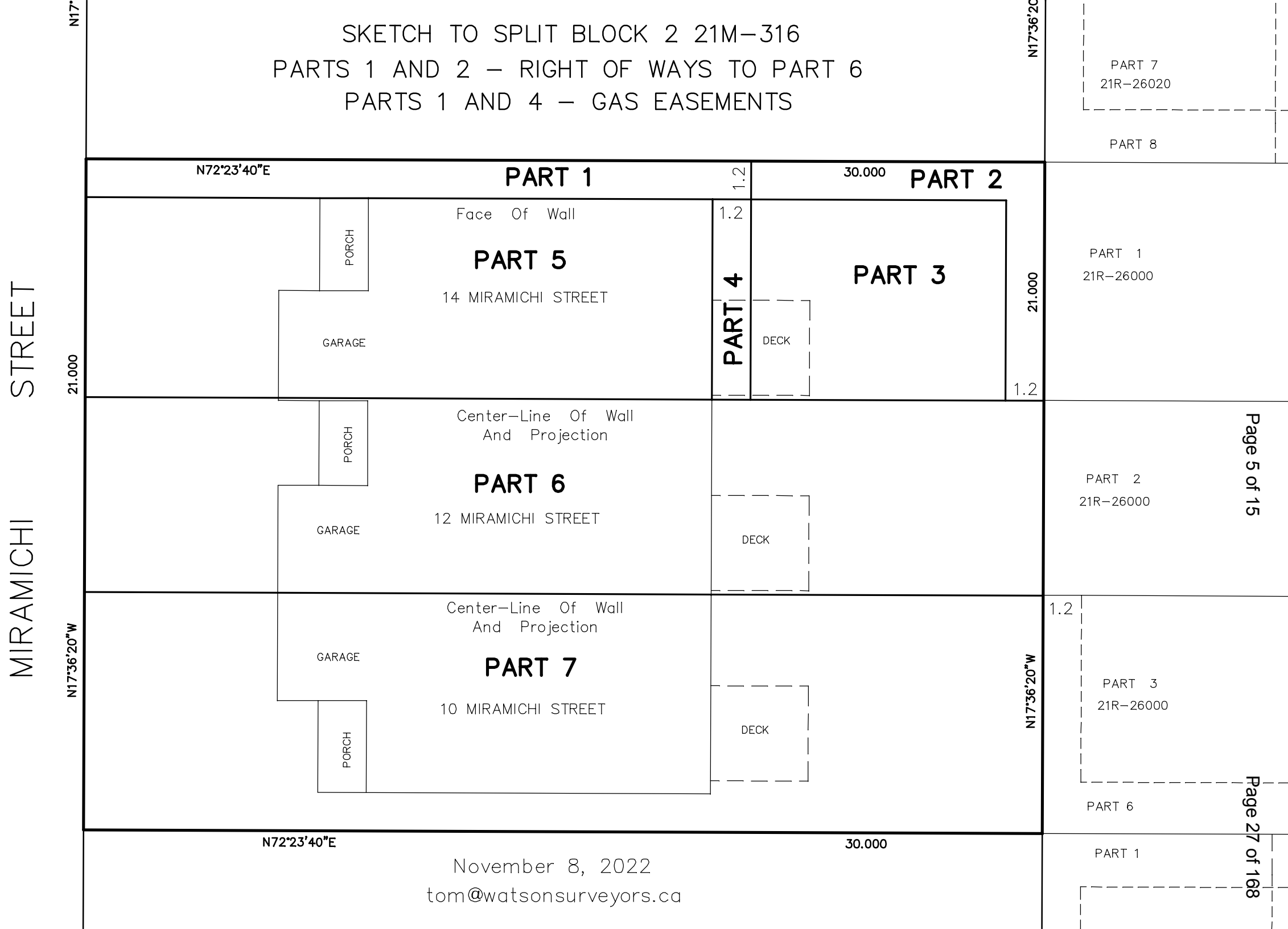


BLOCK 50 21M-309

BLOCK 51 21M-309

November 9, 2022  
 tom@watsonsurveyors.ca

SKETCH TO SPLIT BLOCK 2 21M-316  
 PARTS 1 AND 2 – RIGHT OF WAYS TO PART 6  
 PARTS 1 AND 4 – GAS EASEMENTS



MIRAMICHI STREET

N17°

21.000

N17°36'20\"W

N72°23'40\"E

**PART 1**

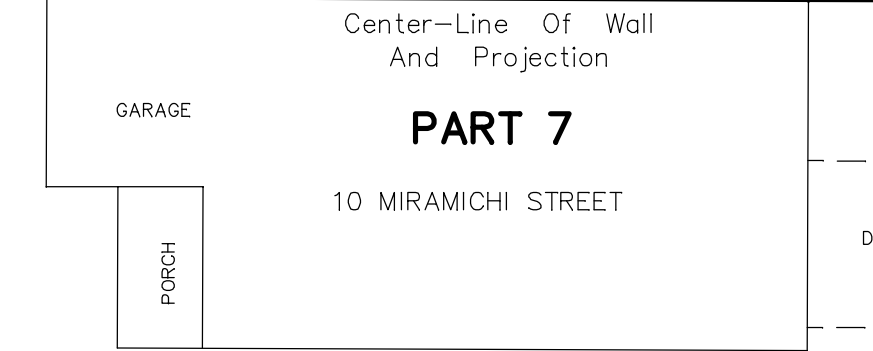
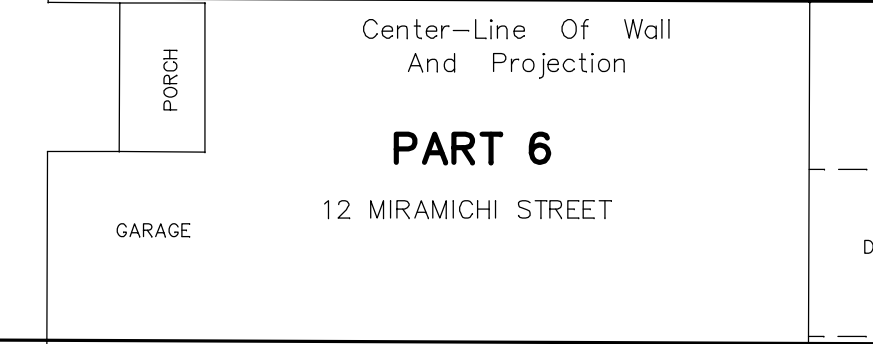
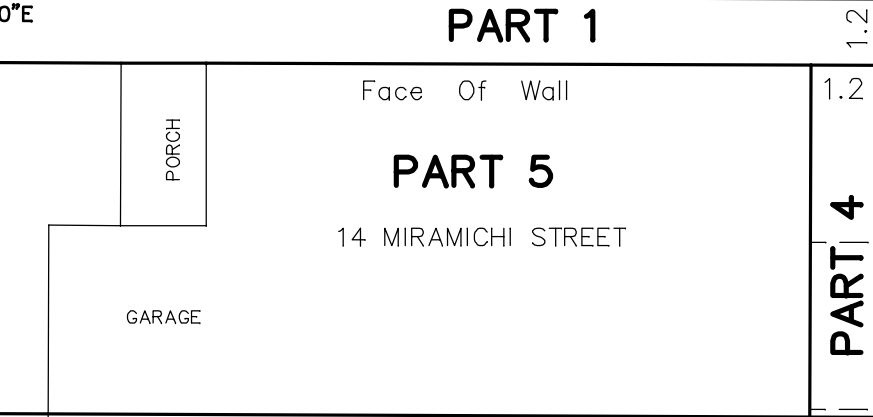
30.000 **PART 2**

Face Of Wall  
**PART 5**  
 14 MIRAMICHI STREET

**PART 3**

Center-Line Of Wall  
 And Projection  
**PART 6**  
 12 MIRAMICHI STREET

Center-Line Of Wall  
 And Projection  
**PART 7**  
 10 MIRAMICHI STREET



N17°36'20\"C

21.000

1.2

N17°36'20\"W

30.000

PART 7  
 21R-26020

PART 8

PART 1  
 21R-26000

PART 2  
 21R-26000

PART 3  
 21R-26000

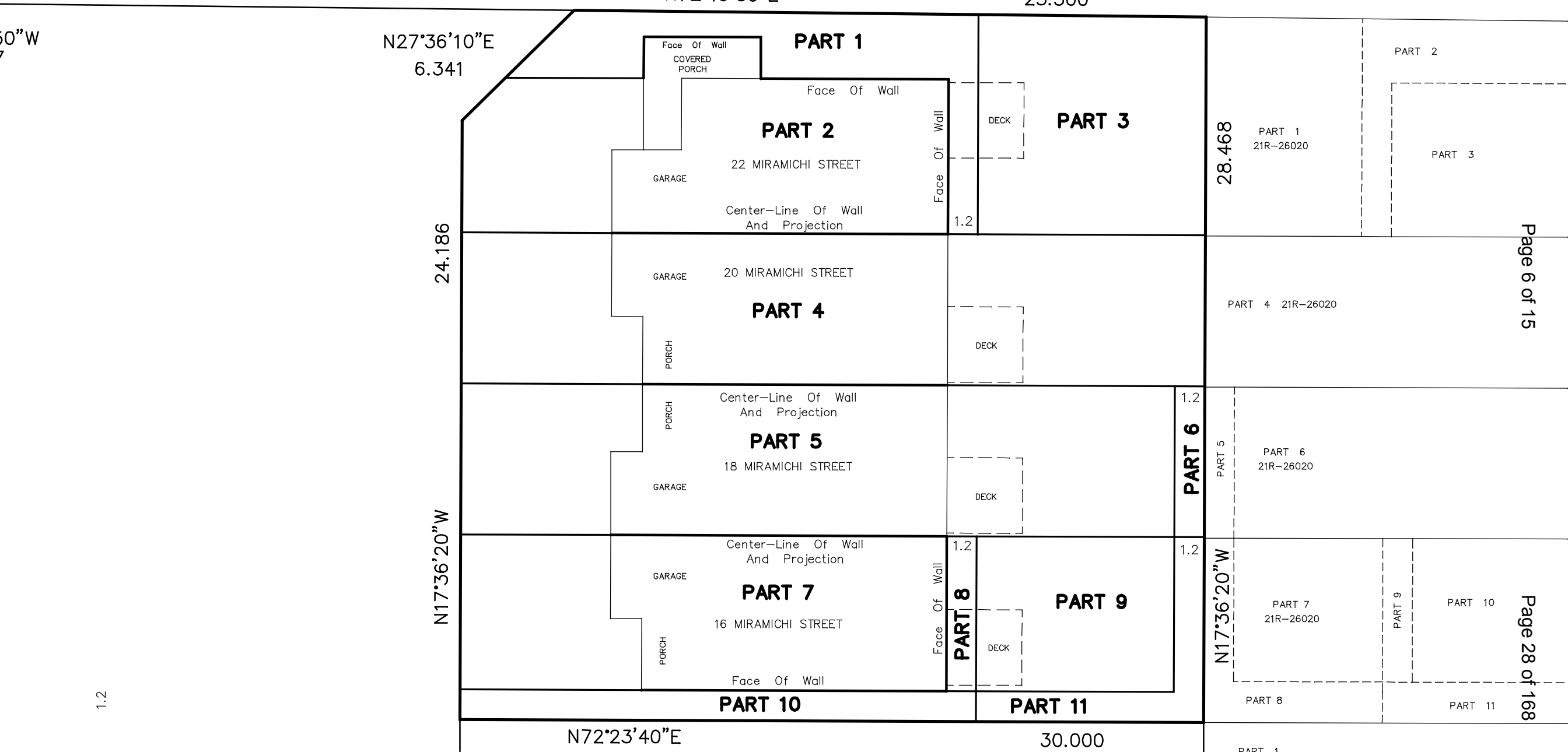
PART 6

PART 1

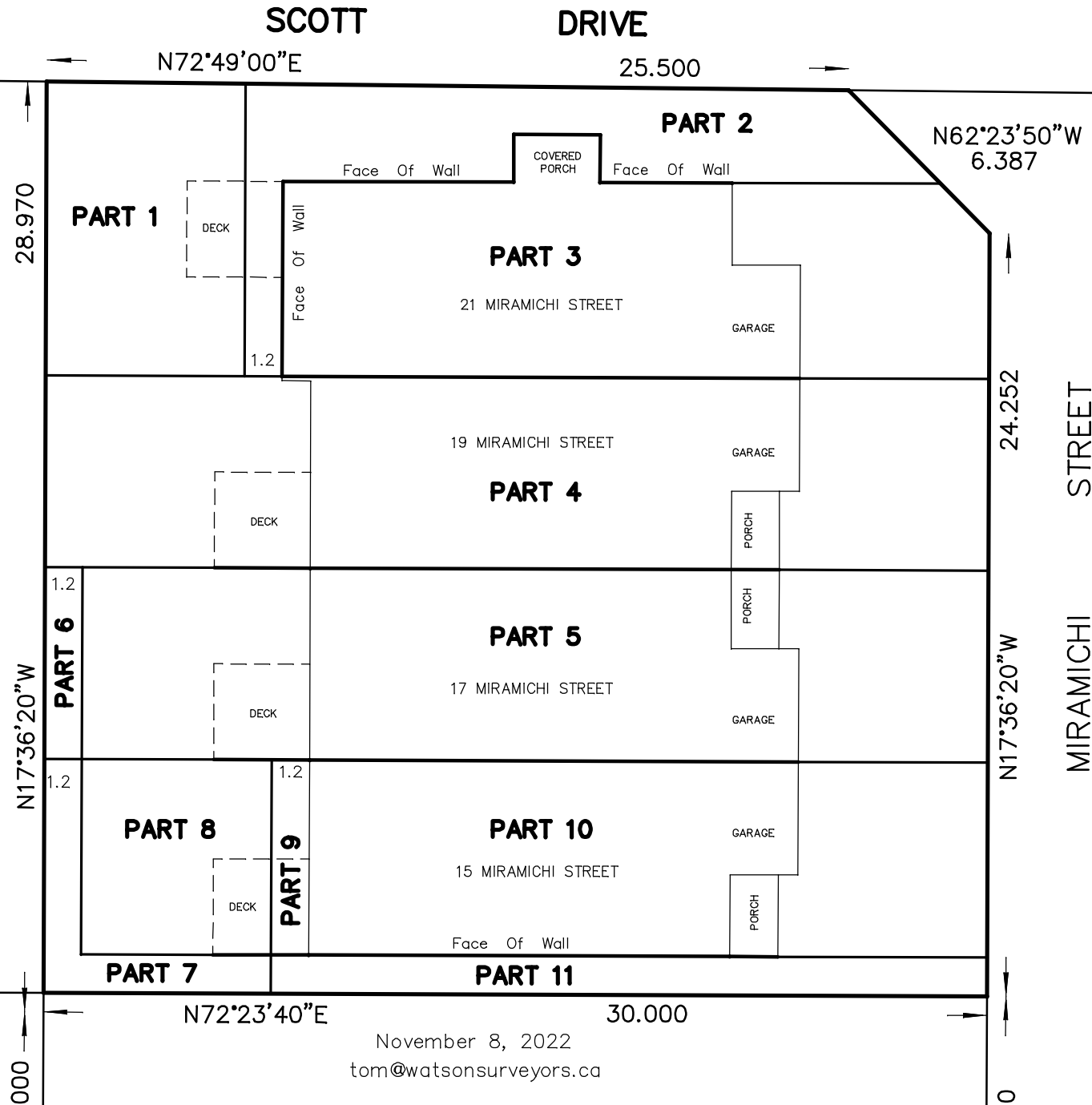
November 8, 2022  
 tom@watsonsurveyors.ca

SKETCH TO SPLIT BLOCK 3 21M-316  
 PARTS 6, 10 AND 11 – RIGHT OF WAYS TO PART 4  
 PARTS 10 AND 11 – RIGHT OF WAYS TO PARTS 5 AND 6  
 PARTS 1, 8 AND 10 – GAS EASEMENTS

**SCOTT DRIVE**

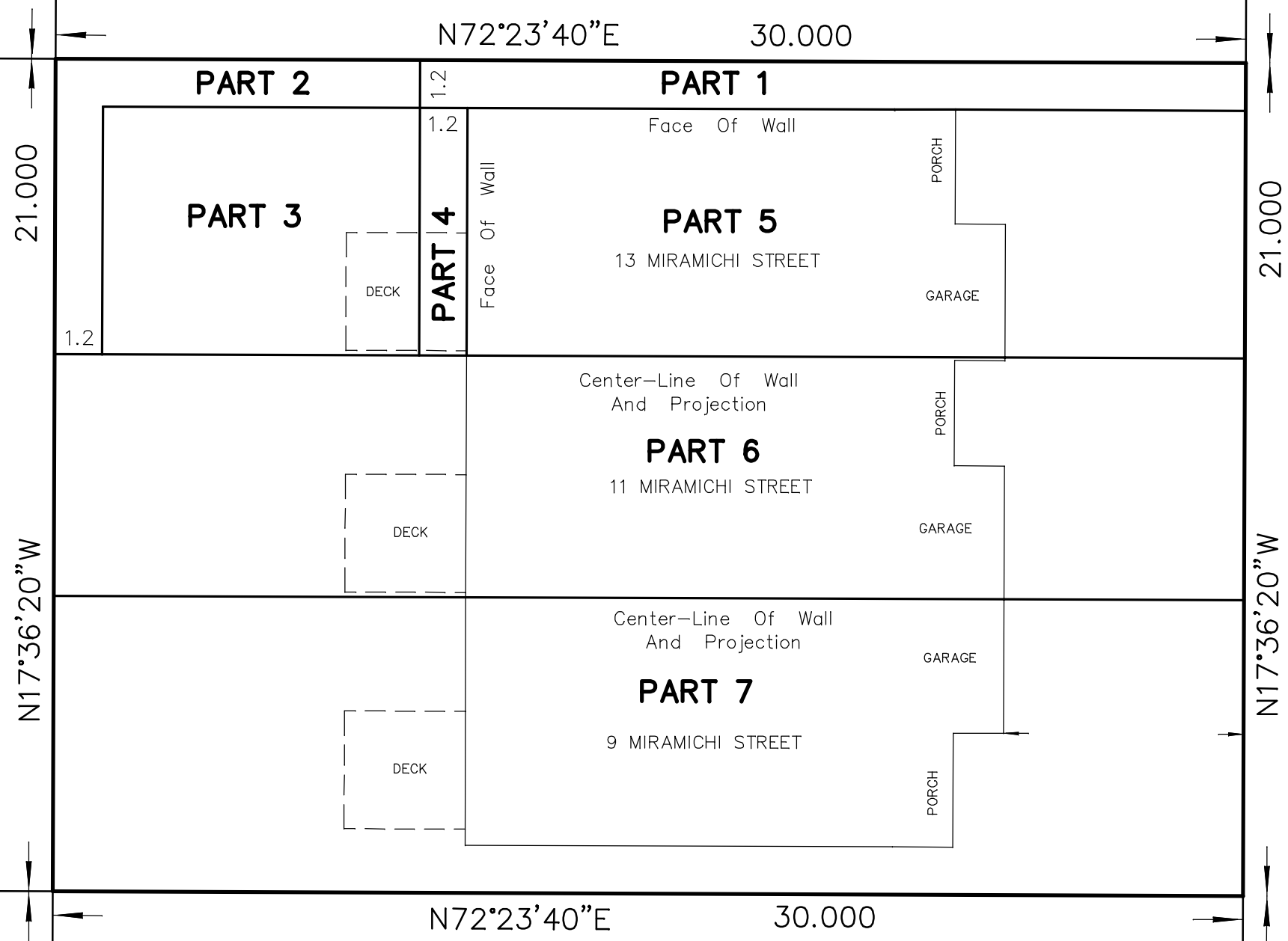


SKETCH TO SPLIT BLOCK 4 21M-316  
 PARTS 6, 7 AND 11 – RIGHT OF WAYS TO PART 4  
 PARTS 7 AND 11 – RIGHT OF WAYS TO PARTS 5 AND 6  
 PARTS 2, 9 AND 11 – GAS EASEMENTS



November 8, 2022  
 tom@watsonsurveyors.ca

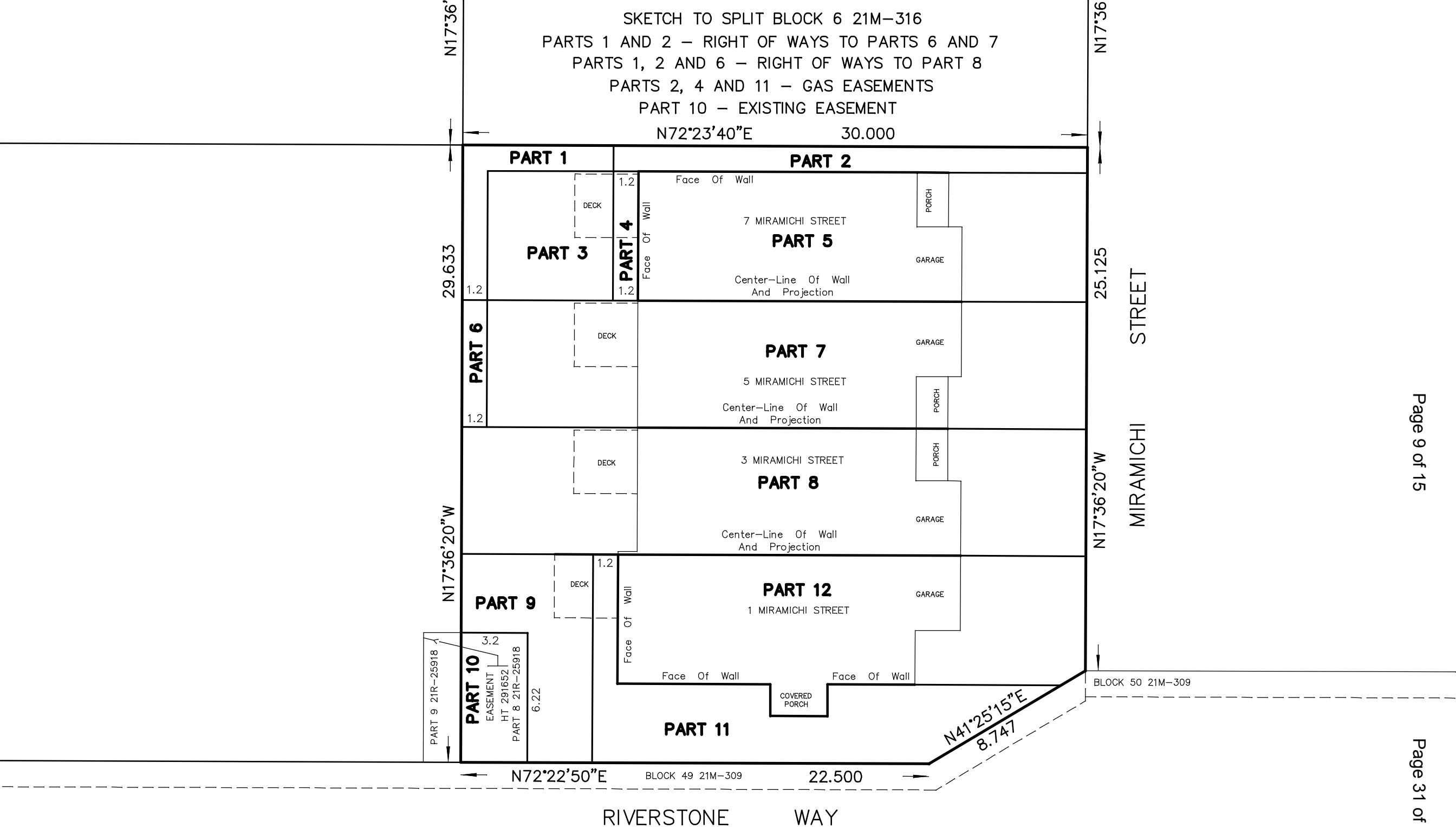
SKETCH TO SPLIT BLOCK 5 21M-316  
 PARTS 1 AND 2 – RIGHT OF WAYS TO PART 6  
 PARTS 1 AND 4 – GAS EASEMENTS



MIRAMICHI STREET

November 8, 2022  
 tom@watsonsurveyors.ca

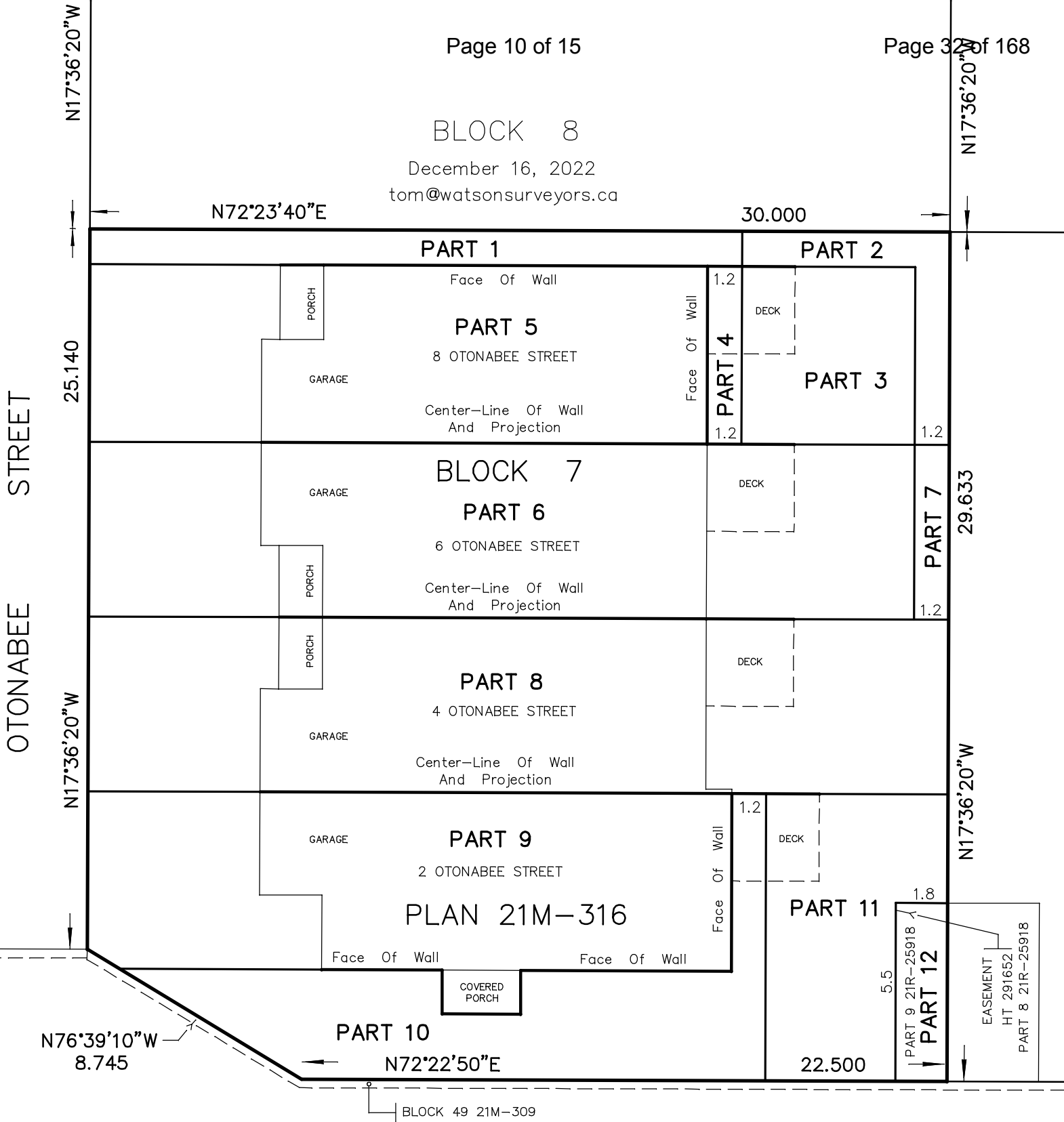
SKETCH TO SPLIT BLOCK 6 21M-316  
 PARTS 1 AND 2 – RIGHT OF WAYS TO PARTS 6 AND 7  
 PARTS 1, 2 AND 6 – RIGHT OF WAYS TO PART 8  
 PARTS 2, 4 AND 11 – GAS EASEMENTS  
 PART 10 – EXISTING EASEMENT



RIVERSTONE WAY

BLOCK 8

December 16, 2022  
tom@watsonsurveyors.ca



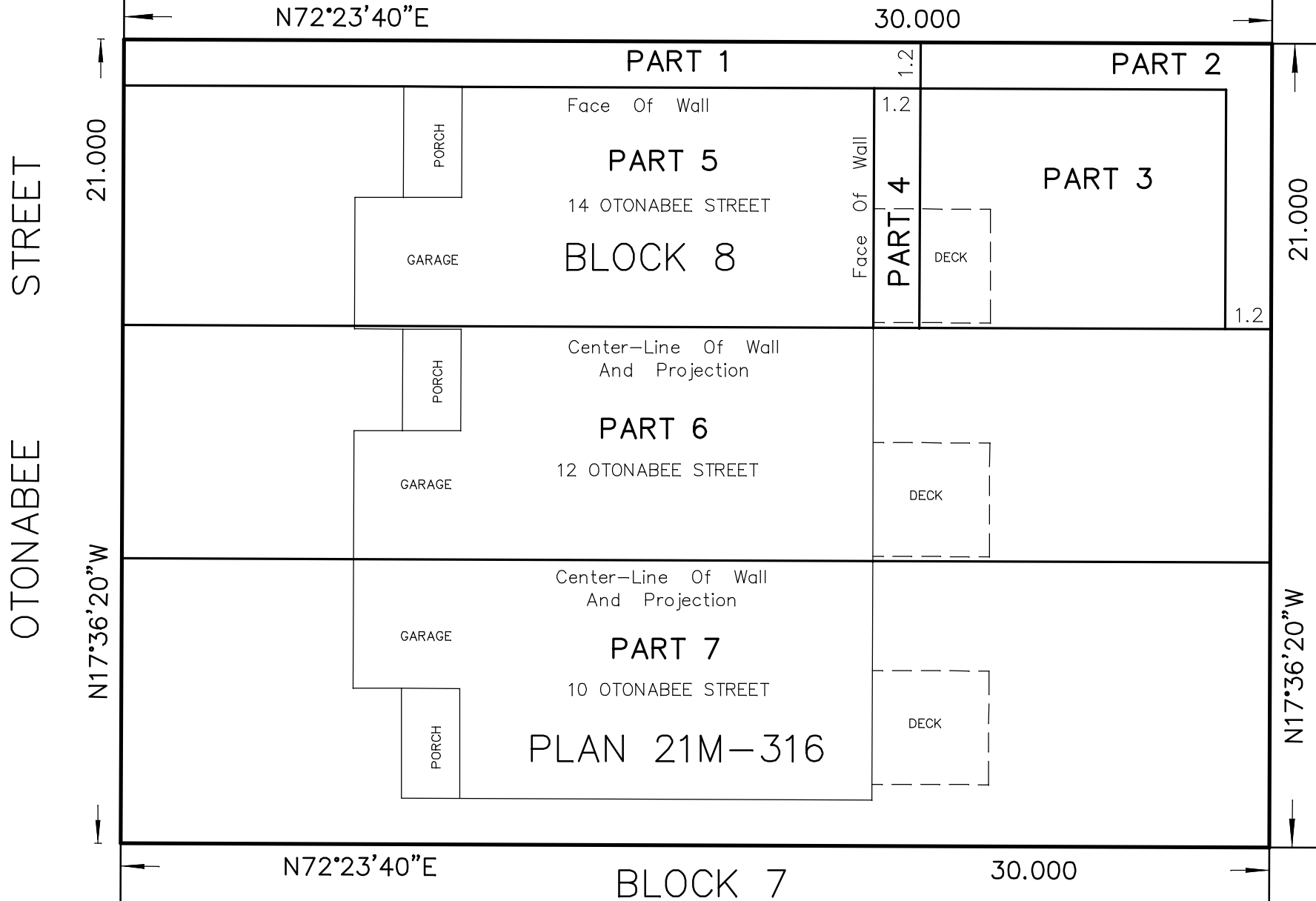
RIVERSTONE WAY

SKETCH TO SPLIT BLOCK 7 21M-316

- PARTS 1 AND 2 – RIGHT OF WAYS TO PARTS 6 & 7
- PARTS 1, 2 AND 7 – RIGHT OF WAYS TO PART 8
- PARTS 1, 4 AND 10 – GAS EASEMENTS
- PART 12 – EXISTING EASEMENT

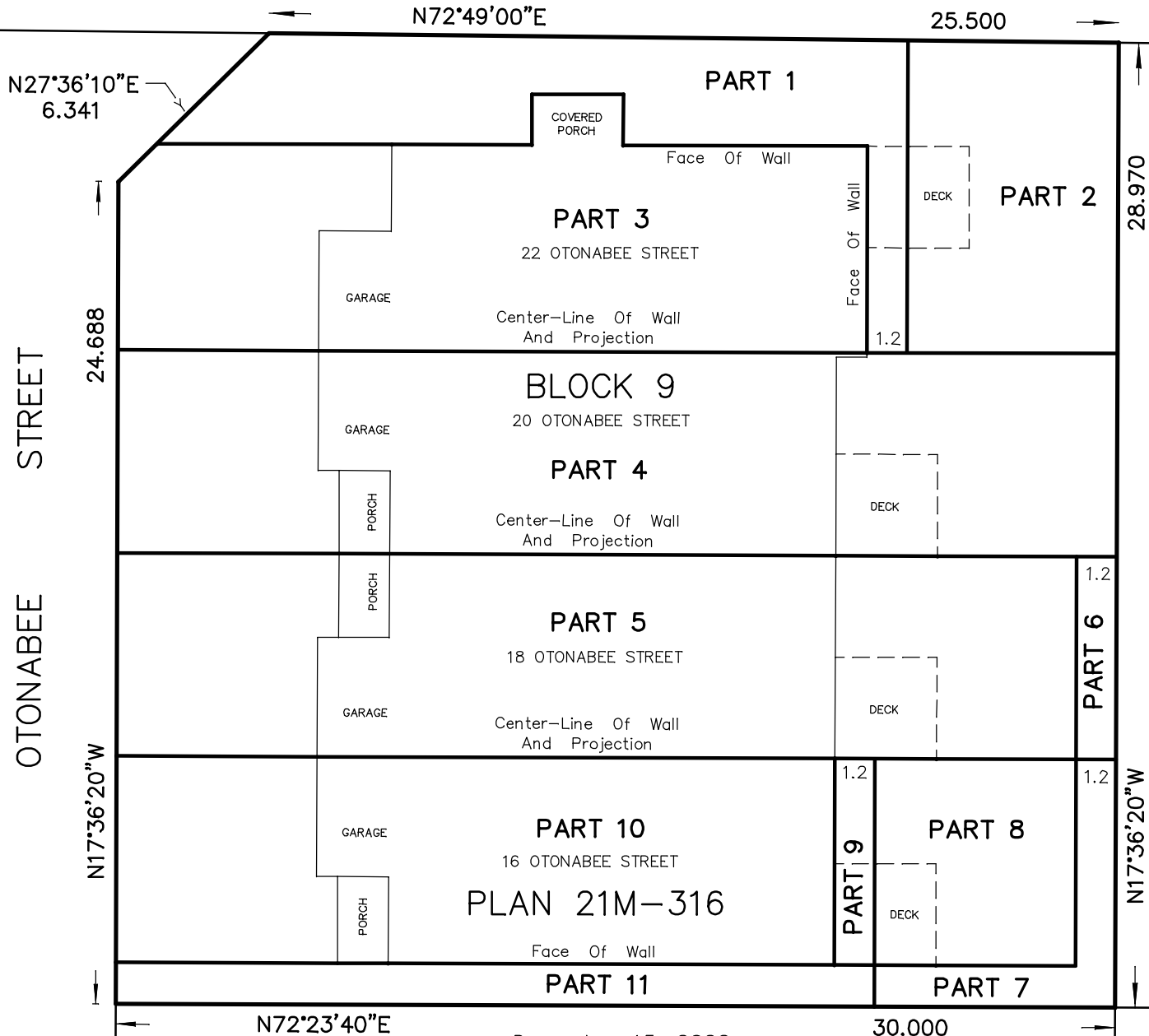


SKETCH TO SPLIT BLOCK 8 21M-316  
 PARTS 1 AND 2 – RIGHT OF WAYS TO PART 6  
 PARTS 1 AND 4 – GAS EASEMENT  
 BLOCK 9



SKETCH TO SPLIT BLOCK 9 21M-316  
 PARTS 6, 7 AND 11 – RIGHT OF WAYS TO PART 4  
 PARTS 7 AND 11 – RIGHT OF WAYS TO PARTS 5 AND 6  
 PARTS 1, 9 AND 11 – GAS EASEMENTS

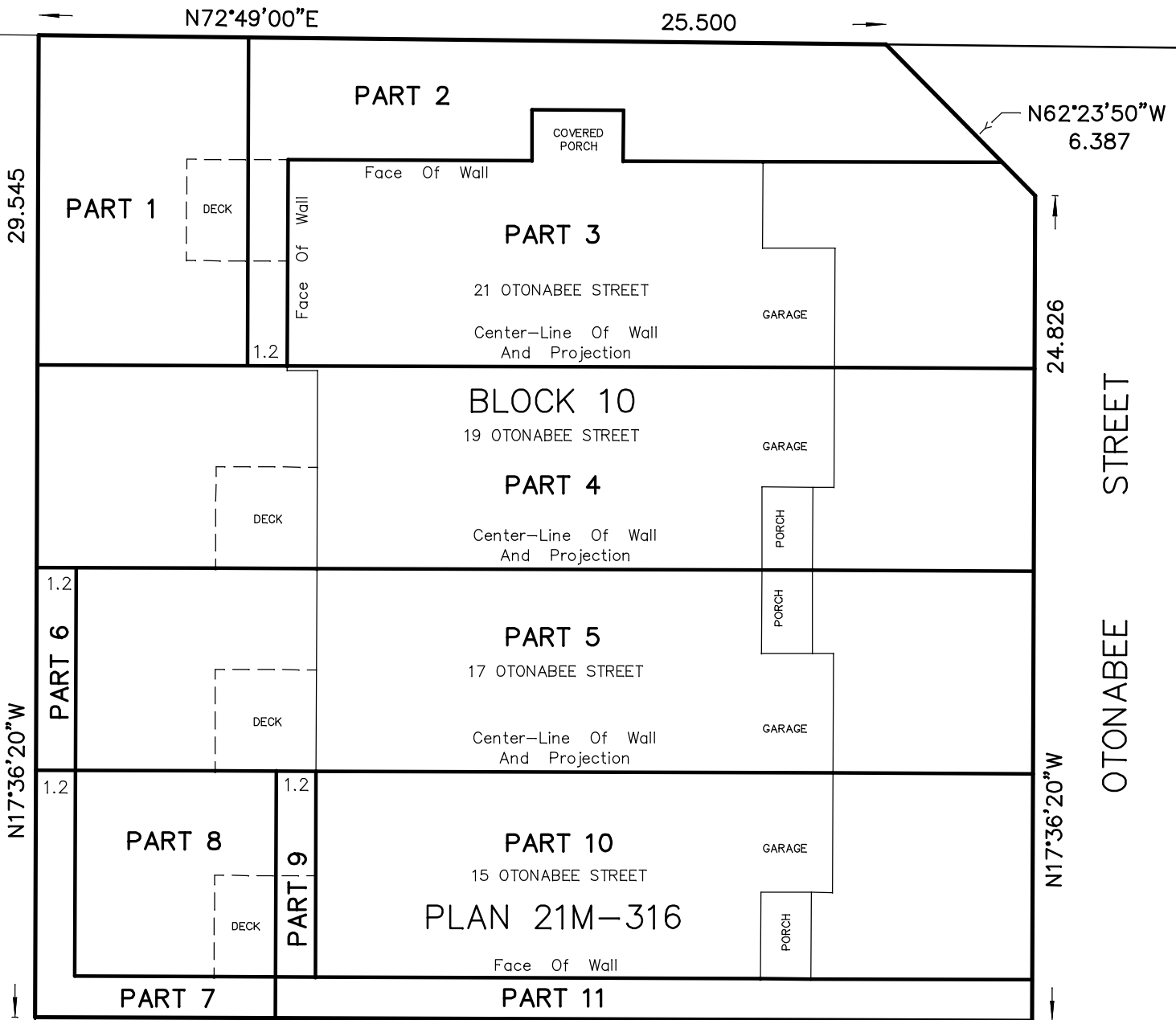
**SCOTT DRIVE**



December 15, 2022  
 tom@watsonsurveyors.ca

SKETCH TO SPLIT BLOCK 10 21M-316  
 PARTS 6, 7 AND 11 - RIGHT OF WAYS TO PART 4  
 PARTS 7 AND 11 - RIGHT OF WAYS TO PARTS 5 AND 6  
 PARTS 2, 9 AND 11 - GAS EASEMENTS

**SCOTT DRIVE**



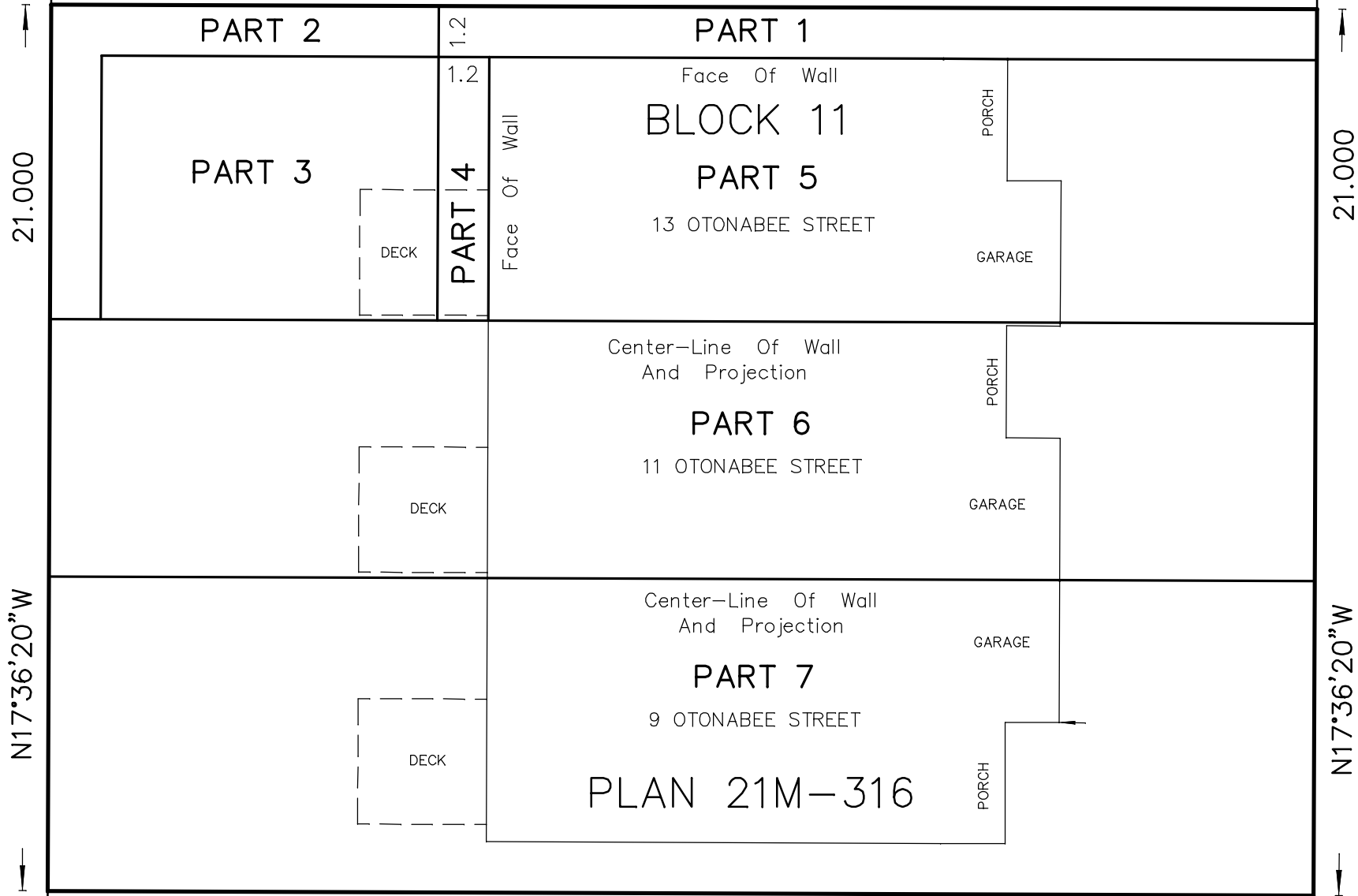
December 15, 2022  
 tom@watsonsurveyors.ca

SKETCH TO SPLIT BLOCK 11 21M-316  
PARTS 1 AND 2 - RIGHT OF WAYS TO PART 6  
PARTS 1 AND 4 - GAS EASEMENT

BLOCK 10

N72°23'40"E

30.000



OTONABEE STREET

BLOCK 12

N72°23'40"E

30.000

December 15, 2022

tom@watsonsurveyors.ca



# City of Belleville

Report No: DF-2023-01

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council

**Department:** Finance

**Staff Contact:** Brandon Ferguson, Manager, Finance/Deputy Treasurer

**Subject:** 2023 Borrowing By-Law

## Recommendation:

“THAT a by-law to approve the borrowing of funds for the City be prepared for Council’s consideration.”

## Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. This report aligns with each of the City’s nine strategic themes and the City’s mission statement by providing innovative and efficient services in support of our community’s vision.

## Background:

Section 407 of the Municipal Act empowers the City to authorize temporary borrowings for current expenditures until the current year taxes and other revenues are received. The City’s banking and credit facility, CIBC, requires the passage of the appropriate legislation. This temporary borrowing is an annual authority, normally processed early in the new year.

## Financial/Analysis:

### Analysis:

Until the 2023 tax rates and budget is established, the City may use the estimates of revenue adopted by the City in 2022. According to Section 407 (2) of the Municipal Act, the total amount borrowed at any one time shall not exceed,

- a. from January 1 to September 30 in the year 2023, 50% of the total budgeting revenues of the City as set out in the budget adopted for the year 2022; and

- b. from October 1 to December 31 in the year 2023, 25% of the total budgeted revenues of the City as set out in the budget adopted for the year 2022.

**Financial:**

The 2022 Operating Budget for the City totals \$170.3 million. Accordingly, the City may authorize temporary borrowing for current expenditures based on the following:

- a. from January 1 to September 30, 50% of \$170.3 million or \$85.2million
- b. from October 1 to December 31, 25% of \$170.3 million or \$42.6 million

The City of Belleville has not borrowed money on a temporary basis for many years. The first installment of interim taxes commences in February and April and this situation allows sufficient cash flow for operations.

**Conclusion:**

That Council approve a 2023 Borrowing By-Law.

**Approved by:**

Matt MacDonald, Director Corporate Services  
Rod Bovay, Chief Administrative Officer

**Status:**

Approved - 03 Jan 2023  
Approved - 03 Jan 2023

# City of Belleville

Report No: APS-2023-02

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council  
**Department:** Engineering & Development Services  
**Staff Contact:** Greg Pinchin, Manager of Approvals

**Subject:** Execution of Access and Utilities Easement Agreement  
 784 Bell Boulevard & 840 Wallbridge Loyalist Road  
 Former Township of Sidney, now City of Belleville

## Recommendation:

“THAT a by-law to approve and authorize the execution of an Access and Utilities Easement Agreement between 2335213 Ontario Inc., McDonald’s Restaurants of Canada Limited, and The Corporation of the City of Belleville be prepared for Council’s consideration, but that the respective Agreement and related documentation not be signed until such time as the Manager of Approvals advises that the Owners have satisfied all City requirements and that the draft agreement has been finalized.”

## Strategic Plan Alignment:

Industrial and Commercial Development: Ensure suitable serviced employment lands are available to meet the needs of all potential industrial and commercial investments

## Background:

The property at 840 Wallbridge Loyalist Road received site plan approval for the construction of a new restaurant on June 27, 2022. The approved drawings included independent service laterals for municipal water and sanitary sewer through an easement over the hotel property at 784 Bell Boulevard that would connect to the mains on Bell Boulevard.

In preparing for construction, the Owners identified an opportunity to share existing private service laterals instead, since these were installed for the hotel at 784 Bell Boulevard. This approach would significantly minimize disruption to the hotel property, and also reduce construction and reinstatement costs since the hotel driveway would not need to be excavated in order to install new laterals.



Shared services are typically not permitted, however in this case the property at 840 Wallbridge Loyalist Road cannot connect directly since there is no municipal water or sewer on Wallbridge Loyalist Road. As such, any servicing would need to be installed through an easement over 784 Bell Boulevard. The question becomes whether a second set of pipes should be required (as originally approved), or whether the existing pipes could be shared.

The Building Section consulted with the City Solicitor to determine the feasibility of the latter approach, and they advise that:

1. According to *Section A-7.1.5.4 (1) Separate Services* of the *Ontario Building Code*, the registered owner of the future restaurant property must enter into an easement agreement with the registered owner of the hotel property, and the City must be a party to that agreement.
2. The required easement agreement addresses all technical matters between the parties so that the owner of the lands upon which the future restaurant is proposed and its successors in title will have the use of the existing water and sewer services on the hotel property in perpetuity, together with access and provisions for cost sharing between the two private landowners for repair, maintenance, replacement, etc.
3. As the water and sewer services are privately owned and on private land, the agreement also clearly states that the City has no obligation or liability whatsoever with respect to such private water and sewer services including, but not limited to, repair, maintenance, replacement, water pressure, etc. The City's responsibility ends at the municipal limit of Bell Boulevard and does not extend onto private property.

An agreement has been prepared by the Owner's Solicitor in consultation with the City Solicitor and Staff. A copy of the Draft Agreement is included as **Attachment #1** to this report for information.

### **Financial/Analysis:**

All of the legal and engineering costs involved in this proposal have been at the Owner's expense. The Owner has also been advised that any legal costs to the City will be invoiced for reimbursement since the proposed servicing change falls outside the parameters of the approved site plan agreement.

### **Conclusion:**

The Owners of the proposed restaurant at 840 Wallbridge Loyalist Road and the existing hotel at 784 Bell Boulevard wish to share municipal water and sanitary sewer services in order to minimize disruption to the hotel property during construction, and to reduce construction and reinstatement costs.

The *Building Code Act* requires that owners sharing services enter into an agreement for that purpose, and that the City is a party to such an agreement. The City Solicitor has reviewed the proposed agreement to ensure that it appropriately protects the City's interest, and makes it clear that the City carries no obligation or liability regarding these private services.

Since there are no municipal services on Wallbridge Loyalist Road, the future restaurant property can only be serviced through a right-of-way over the hotel property. Staff has no objection to the Owners' proposal for the future restaurant at 840 Wallbridge Loyalist Road to share services with the existing hotel at 784 Bell Boulevard as set out in the attached agreement.

**Attachments:**

[APS-2023-02 Attachment 1 - Easement Agreement-McDonalds-Hotel Lands-December 12-2022](#)

**Approved by:**

Stephen Ashton, Director of Engineering  
Perry DeCola, General Manager - Environmental Services  
Matt MacDonald, Director Corporate Services  
Rod Bovay, Chief Administrative Officer

**Status:**

Approved - 03 Jan 2023  
Approved - 30 Dec 2022  
Approved - 03 Jan 2023  
Approved - 03 Jan 2023

THIS ACCESS EASEMENT AGREEMENT dated the \_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**McDONALD’S RESTAURANTS OF CANADA  
LIMITED**

a corporation incorporated and existing under the laws  
of the Province of Ontario

(“**McDonald’s**”)

- and -

**2335213 ONTARIO INC.**

a corporation incorporated and existing under the laws of the  
Province of Ontario

(the “**Adjacent Owner**”)

- and -

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

a municipal corporation incorporated and existing under the laws of  
the Province of Ontario

(“**The City**”)

**ACCESS AND UTILITIES EASEMENT AGREEMENT**

WHEREAS :

- A. McDonald’s is the registered owner of those lands and premises legally described on Schedule “A” hereto and designated thereon and herein as the “**McDonald’s Lands**”;
- B. the Adjacent Owner is the registered owner of those lands and premises legally described on Schedule “A” hereto and designated thereon and herein as the “**Hotel Lands**”;
- C. the McDonald’s Lands benefit from certain easements and rights-of-way, including a right-of-way in which the Adjacent Owner has provided water, gas, electric, telephone, cable television, and storm and sanitary sewer infrastructure located on the Hotel Lands (the “**McDonald’s Utilities Easement**”) granted pursuant to a Severance Agreement dated October 9, 2018 (the “**Severance Agreement**”) and HT131409 over such portion of the Hotel Lands more particularly described in such Severance Transfer (the “**Easement Area**”);
- D. the City is the owner of certain municipal infrastructure (the “**Municipal Facilities**”) located within City owned lands and connected to the Hotel Lands upon which McDonald’s rights under the McDonald’s Utilities Easement are dependent;
- E. McDonald’s, the Adjacent Owner and the City wish to formalize their respective rights and obligations in respect of the Easement Area, the McDonald’s Lands and the Municipal Facilities.

Shared Facilities (as the two latter terms are hereinafter defined);

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the payment of Ten Dollars (\$10.00) from each party hereto to the other, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the provisions of this Agreement to be performed, kept and observed by the parties as herein provided, **THE PARTIES AGREE:**

## 1. DEFINITIONS

1.01 In this Agreement:

- (a) **"Agreement"** means this Access and Utilities Easement Agreement and all amendments thereto, together with all the above recitals and schedules attached hereto;
- (b) **"Business Day"** means a day of the week other than Saturday, Sunday or a statutory holiday in the Province of Ontario;
- (c) **"Business Hours"** means 8:30 a.m. to 4:30 p.m. on a Business Day;
- (d) **"Effective Date"** means the date at the top of this Agreement;
- (e) **"Force Majeure"** means any acts of God, strikes, lock-outs or other industrial disturbances, sabotage, riots, civil disturbances, lightning, quakes, floods, storms, fires, explosions, pandemics, breakage, accident to machinery, inability to obtain materials or equipment, any legislative, judicial, administrative action including ordinances, protocols, policies and requirements arising from any health emergency, and any other act, omission or event not within the control of the parties hereto which by exercise of due diligence by such party could not have been prevented;
- (f) **"LRO"** means the land registry office for the Registry Division of the County of Hastings (No. 21);
- (g) **"McDonald's Lands Facilities"** means pipes, conduits, valves, pumps, pumping apparatus, meters and related equipment, devices and equipment connected therewith or connecting to the Shared Facilities located on the McDonald's Lands and exclusively serving the McDonald's Lands and used for supply of water to the McDonald's Lands and the removal of storm water and sanitary waste and waste water from the McDonald's Lands;
- (h) **"Party"** means McDonald's, the Adjacent Owner or the City, as the context may require, and **"Parties"** means all of the foregoing; and
- (i) **"Shared Facilities"** the pipes, conduits, valves, drains, pumping apparatus, meters and related equipment, devices and equipment connected therewith located on, in and under and serving the Hotel Lands and the McDonald's Lands as well as those facilities connecting the Shared Facilities to the Municipal Facilities and used for supply of water to the Hotel Lands and McDonald's Lands and the removal of storm water and sanitary waste and waste water from the Hotel Lands and the McDonald's Lands.

## 2. TERMS OF AGREEMENT

2.01 McDonald's, the Adjacent Owner and the City agree that this Agreement and the rights and privileges granted herein comes into full force and effect on the Effective Date and continue in perpetuity until McDonald's and the Adjacent Owner agree in writing to terminate this Agreement.

## 3. PARAMOUNTCY

3 McDonald's and the Adjacent Owner agree that notwithstanding the provisions of the REOA, notice of which was registered in the LRO against each of the McDonald's Lands and the Hotel Lands as Instrument No. [insert instrument number]<sup>1</sup>, this Agreement shall govern in respect of all matters contemplated by this Agreement and in the case of any conflict between the provisions of the REOA and this Agreement, the provisions of this Agreement shall prevail.

## 4 G

### 4.01 Exercise and Enforcement of Rights

Each of McDonald's, the Adjacent Owner and the City shall perform its obligations, if any, under this Agreement and shall, except as otherwise expressly provided, act reasonably in the exercise and the enforcement of its rights under this Agreement. Each right shall, except as otherwise expressly provided, be exercisable and enforceable from time to time.

### 4.02 Headings, Divisions and Sections

The headings of any Article or Section are inserted for convenience only and do not form part of this Agreement. All references in this Agreement to Articles and Sections are to those in this Agreement. The Schedules to this Agreement form a part hereof.

### 4.03 Relationship of Parties

Nothing in this Agreement shall be deemed to create or be construed as creating the relationship of principal and agent or a partnership or a joint venture between or amongst the Parties or any of them. Neither the Adjacent Owner nor McDonald's shall, as a result of either this Agreement or its ownership of the Hotel Lands or the McDonald's Lands, as the case may be, have any fiduciary obligations to the other of such Parties.

### 4.04 Nature of Rights

The easements and rights in the nature of easements between McDonald's and the Adjacent Owner created in the McDonald's Utilities Easement, and as re-stated in this Agreement, are interests in the parts of the lands as shown in (a) the Reference Plan attached as Schedule "B" (showing the Easement Area) and (b) the draft Site Servicing Plan attached as Schedule "C" which (a) shows the water connection (outlined in blue)

<sup>1</sup> To be inserted. The Agreement was returned and re-registered.

and (b) the sanitary connection (outlined in green) to which the McDonald's Lands Facilities will be connected. Each right of access and use of a Party permitted under this Agreement shall be exercisable by the respective employees, authorized representatives, servicemen, contractors, subcontractors, mechanics, repairmen and agents of such Party.

#### 4.05 **Governing Law**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each of the Parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

### 5. **MCDONALD'S UTILITIES EASEMENT**

5 The Adjacent Owner, for itself and on behalf of its successors and assigns, hereby transfers and grants to McDonald's, its successors and assigns, for the benefit of each of them and their respective employees and authorized representatives, in perpetuity, (save as set out in McDonald's Utilities Easement) uninterrupted and non-exclusive surface and sub-surface right, privilege and easement in and over the utilities located in the Easement Area and to enter over, along, upon and beneath the Easement Area for the purposes of the construction of the McDonald's Lands Facilities; the connection of such facilities to the Shared Facilities; the repair, maintenance and replacement of the McDonald's Lands Facilities and such other purposes as are set out in this Agreement.

5 use by McDonald's of the Easement Area for the purposes of construction, connection, repair, maintenance and repair of the McDonald's Lands Facilities (but not use by McDonald's of the Easement Area for the supply of water to and the removal of effluent from the McDonald's Lands, which shall be unrestricted<sup>2</sup>) shall be subject to reasonable regulations, restrictions, security and temporary closures (including those necessitated by the Adjacent Owner or the maintenance provided in Article 7) by the Adjacent Owner.

### 6 **McDONALD'S AND THE ADJACENT OWNER**

6 The Adjacent Owner covenants and agrees that it shall not:

- (a) do any act or thing that would damage the Easement Area or the Shared Facilities, or which could interfere in any way with McDonald's rights pursuant to this Agreement;
- (b) change or permit a change to be made to the Shared Facilities in such a manner that could interfere in any way with McDonald's rights pursuant to this Agreement or cause damage to the McDonald's Lands or any improvements thereon; or
- (c) build, erect, plant or maintain or permit to be built, erected, planted or maintained on the Easement Area any building, fence, structure, tree, shrub, vegetation, landscaping or other works which could interfere in any way with McDonald's

<sup>2</sup> NTD – Wayne, in response to your question, we don't want our use of the water or sewer services to be constrained by rules promulgated by the Adjacent Owner; only the use of the McDonald's Lands Sewer Easement for construction and repair, etc. of the McDonald's Lands (and water) facilities may be governed by such rules. I've added some language which, hopefully, clarifies this. UNDERSTOOD.  
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rights pursuant to McDonald's Utilities Easement or this Agreement, except such temporary works as may be necessary for the purpose of maintenance as provided in Article 7 of this Agreement.

6 subject to the provisions of Section 6.01 above, McDonald's hereby covenants and agrees to indemnify and save harmless the Adjacent Owner from and against all demands, claims, causes of actions, judgments, losses or expenses (including solicitors' fees on a full indemnity basis) for injury to persons, loss of life or damage to property arising from the easements granted herein by the Adjacent Owner to McDonald's, except to the extent caused by the negligence or wilful misconduct of the Adjacent Owner or its employees, contractors, subcontractors and invitees, and those for whom the Adjacent Owner is responsible in law.

6.03 McDonald's shall maintain public liability insurance and property insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the use of the Easement Area and utilities by McDonald's and its employees, agents, contractors, licensees, customers and invitees and those for whom McDonald's is responsible in law. Such insurance shall be carried by a reputable insurance company or companies qualified to do business in the Province of Ontario and having limits for loss of life, bodily injury or property damage in amounts and on standard commercial terms as would be then maintained by a prudent land or business owner, in the amounts of not less than \$5,000,000 for each person and \$5 million in property damage occurrence. The aforementioned insurance shall: (a) name the Adjacent Owner and its mortgagee (as disclosed to McDonald's) and the City as loss payees and additional insureds as their respective interests may appear; (b) include a provision that the policy is primary and non-contributory to any liability insurance available to the Adjacent Owner as well as waive subrogation against the Adjacent Owner and its mortgagees, directors, employees and those for whom the Adjacent Owner is responsible in law; and (c) shall be subject to reasonable amendments as requested by the Adjacent Owner with respect to the then current market conditions for such insurance, including amounts and deductibles. McDonald's shall on request provide to the Adjacent Owner and/or the City certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section.

6.04 Adjacent Owner shall maintain public liability insurance and property insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the operation or malfunction of utilities and utilities being located on the Hotel Lands, in amounts which the City, acting reasonably, shall from time to time determine as being reasonable and sufficient, with the cost and allocation of deductibles of the insurance relating to the Shared Facilities allocated between the Adjacent Owner and McDonald's as determined by the Adjacent Owner, acting reasonably.

6.05 On each anniversary of the policy date for the insurance required to be carried pursuant to this Section, each of McDonald's and the Adjacent Owner shall, on prior request therefor in respect of each such anniversary, provide to the other Party and to the City certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section.

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McDonald's shall be responsible, at its own expense, for the operation, maintenance,



repair and replacement of the McDonald's Lands facilities and keeping for keeping such facilities in good working order in compliance with applicable safety requirements.

7. The Adjacent Owner shall be responsible, subject to Section 7.03 below, for the operation, maintenance, repair and replacement of the Shared Facilities, and, in any case, for keeping such facilities in good working order in compliance with applicable safety requirements.

7.03. The cost of the operation, maintenance, repair and replacement of the Shared Facilities as aforesaid shall be shared equally between McDonald's and the Adjacent Owner, with McDonald's fifty percent (50%) share of such expenses to be payable within ten (10) Business Days of McDonald's receipt of an invoice therefor, together with sufficient back-up information (as may be reasonably requested by McDonald's) to support such invoice. Notwithstanding the foregoing, in the event that the Adjacent Owner does not fulfill its obligation of operation, maintenance, repair or replacement of the Shared Facilities, and such failure imperils or may imperil McDonald's operation of its business on the McDonald's Lands and continues for a period of thirty (30) days after written notice from McDonald's, or such shorter period as may be required in an emergency, McDonald's shall have the right (but not the obligation) in its sole discretion and in compliance with the terms of the McDonald's Utilities Easement, to access the Shared Facilities for such purposes and fifty percent (50%) of all costs incurred by McDonald's with respect to such access and work, plus an administration fee equal to twenty percent (20%) of the total of such costs, shall be payable by the Adjacent Owner within fourteen (14) days of written demand therefor by McDonald's.

7.04. The Adjacent Owner shall be responsible for the cleaning, maintenance, and repair of the Easement Area and the Shared Facilities, including maintaining access thereto, lighting, resurfacing, and snow and ice removal, as applicable. McDonald's shall pay fifty percent (50%) of the costs of cleaning, maintenance and repair incurred by the Adjacent Owner in discharging its obligations set out in this Section 7.04, with reimbursement to be made by McDonald's, to the Adjacent Owner within ten (10) Business Days after being invoiced by the Adjacent Owner. Notwithstanding the foregoing, McDonald's shall be entitled to request, and the Adjacent Owner shall in such event provide, sufficient back-up information to substantiate the amounts claimed in respect of such cleaning, maintenance and repair. In the event that the Adjacent Owner does not fulfill its obligation of cleaning, maintenance and repair of the Easement Area as aforesaid and such failure continues for thirty (30) days (or such shorter period as may be required in an emergency) after written notice from McDonald's, McDonald's shall have the right in its sole discretion to access the Easement Area and the Shared Facilities (without such entry being deemed a trespass) to perform such cleaning, maintenance and repair work, and the Adjacent Owner shall pay fifty percent (50%) of all costs incurred by McDonald's in performing such cleaning, maintenance or repair work, plus an administration fee equal to twenty percent (20%) of the total of such costs, within fourteen (14) days of McDonald's written demand therefor.

7.05. If the Adjacent Owner is late in the payment of any amounts to be paid to McDonald's as contemplated in this Article 7, then such amount shall bear interest from the due date thereof until paid in full at the annual Royal Bank of Canada prime commercial lending rate plus three (3%) percent annually, calculated on a monthly basis, until paid in full.

7.06. McDonald's and the Adjacent Owner agrees that any work to be undertaken by either party pursuant to this Article 7 shall be performed so as to minimize disruptions to the business of the Adjacent Owner on the Hotel Lands or the business of McDonald's on



the McDonald's Lands, as the case may be, and so as to ensure continued access to and use of utilities within the Easement Area by McDonald's and its employees, agents, contractors and invitees.

7.07 Notwithstanding anything contained in this Agreement to the contrary, McDonald's and the Adjacent Owner agree that this Agreement is not intended to address the utility costs incurred by McDonald's and the Adjacent Owner, respectively, arising from the use by such Parties of utilities or the McDonald's Lands utilities. In connection with the foregoing, McDonald's shall arrange with the City for the installation of a meter on the McDonald's Lands to measure the consumption of water thereon as well as the measurement of storm water and sanitary outfall from the McDonald's Lands. The Adjacent Owner shall arrange with the City for the installation of meter on the Hotel Lands to measure the consumption of water thereon as well as the measurement of storm water and sanitary outfall from the Hotel Lands. The City shall have access to such meters in perpetuity and shall have right, and the ability by means of cut-off valves or otherwise, to suspend or terminate service to any Party in the event that such Party defaults in the payment of any municipal services contemplated by this Agreement and to maintain service to the other Party in such event.

7.08 The Adjacent Owner and McDonald's agrees that, prior to any work being undertaken by such Party on lands owned by the other Party or which could affect the operation of McDonald's Lands utilities, the Party performing such work shall give not less than thirty (30)<sup>3</sup> days prior, written notice to the other Party pursuant to the provisions of Section 10.13, including a description of the nature and timing of such work.

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8 Concurrent with the assignment, sale or transfer of all or any portion of the Hotel Lands or the McDonald's Lands, the Adjacent Owner and McDonald's (the "Selling Party"), as applicable, shall cause the assignee, purchaser or transferee of such lands to enter into an assumption agreement duly executed by such assignee, purchaser or transferee, in a form acceptable to the other of the Adjacent Owner or McDonald's, as the case may be, acting reasonably, which shall provide for the assumption by such assignee, purchaser or transferee of all of the obligations imposed by this Agreement with respect thereto, at which time the Selling Party shall be released from such obligations solely as they relate to that portion of the parcel assigned, sold or transferred.

9. **DEFAULT**

9

If the Adjacent Owner or McDonald's, or its respective employees, contractors, subcontractors, servants and invitees, breach any provision of this Agreement, then the other party and/or the City may institute legal action against the defaulting party for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law or in equity. The rights and remedies under this Agreement are cumulative. No waiver of any default by the Adjacent Owner, McDonald's or the City shall be implied from any omission by the Adjacent Owner, McDonald's or the City to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision contained in this Agreement shall not be deemed to be a

<sup>3</sup> NTD – Does this notice period work for McDonald's?  
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waiver of any subsequent default in the performance of the same provision or of any other provision contained in this Agreement.

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- 10.01 McDonald's and the Adjacent Owner hereby expressly acknowledge and agree that the City has no ownership, responsibility, obligation or liability whatsoever, whether implied or otherwise, with respect to the privately owned, operated and maintained Shared Utilities and/or the McDonald's Lands Utilities or any part thereof. Without limiting the generality of the foregoing, the McDonald's and the Adjacent Owner acknowledge and agree that City has no responsibility, obligation or liability with respect to i) the quantity or quality of water or water pressure within the McDonald's Lands and/or the Hotel lands; or ii) the repair, replacement, improvement, functioning etc. of the Shared Utilities, the McDonald's Lands Utilities or any of them. McDonald's and the Adjacent Owner, as applicable, shall be solely responsible to comply with all applicable municipal bylaws or laws or regulations established by any other governmental authority having jurisdiction from time to time with respect to the Shared Facilities, the McDonald's Lands Facilities, the Hotel Lands and/or the McDonald's Lands.
- 10.02 If any provision of this Agreement or its application to any person, Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than such provision, shall be valid and enforced to the extent permitted by law.
- 3 Any payment or calculation under this Agreement is to be made or an action is to be taken on or as of a day is not a Business Day, that payment, calculation, or action shall be taken on or as of the next Business Day.
- 4 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario.
- 5 Each Party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.
- 6 Throughout this Agreement, the singular shall include the plural and vice versa, and words importing gender shall include all genders. Should any Party hereto at any time and from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other(s) and others for the performance of the obligations of such Party.
- 7 The parties hereby acknowledge and agree that every obligation or duty imposed upon them under this Agreement shall constitute a covenant, whether expressed as covenant or not.
- 8 All obligations of the Adjacent Owner and McDonald's contained herein, although not expressed as covenants shall be deemed to be covenants running with the Hotel Lands and McDonald's Lands respectively.
- 9 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, successors in title and permitted assigns.
- 9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements negotiations discussions

undertakings, representations, warranties and understandings, whether written or verbal.

- 10.10 Nothing in this Agreement shall relieve either the Adjacent Owner or McDonald's from compliance with all applicable municipal bylaws or laws or regulations established by any other governmental authority having jurisdiction from time to time with respect to the Shared Facilities, the Hotel Lands and/or the McDonald's Lands and their respective liabilities on McDonald's Lands respectively.
- 10.11 This Agreement does not constitute a development permit or any other permit issued by the City.
- 10.12 The parties acknowledge and agree that this Agreement shall be registered against title to the Hotel Lands and the McDonald's Lands at no expense to the City. The City shall be provided with confirmation of the registration particulars promptly upon registration.
- 3 Any notice, request or correspondence required or contemplated being given under this Agreement shall be sufficiently given if in writing and mailed by registered mail or delivered by electronic transmission or in person to the other party addressed to such party as follows:

To the Adjacent Owner:

2335213 Ontario Inc.  
40 Granite Ridge Crescent  
Brampton, Ontario  
L6R 3H7

Attention: President

With a copy to:

Himelfarb Proszanski  
Barristers and Solicitors  
480 University Avenue  
Suite 1401  
Toronto, Ontario  
M5G 1V2

Attention: Ms. Romena Pinto

To McDonald's:

McDonald's Restaurants of Canada Limited  
1 McDonald's Place  
Toronto, Ontario  
M3C 3L4

Attention: Real Estate Development

With a copy to the General Counsel at the same address.

To the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

Templeman LLP  
Barristers and Solicitors  
205 Dundas Street East  
Suite 200  
Belleville, Ontario  
K8N 5A2

Attention: Jennifer Savini

Any Party may at any time give notice to any other Party of any change of address of the Party giving such notice and, from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the purpose of giving notice hereunder. Any notice so given, if delivered, shall be deemed to be given on the date of delivery thereof or, if mailed, shall be deemed to have been received on the third Business Day following the day of which such notice is mailed (except during a postal strike or anticipated postal disruption in which case such Notice shall be delivered).

4. Failure of the Adjacent Owner, McDonald's or the City at any time to require strict performance by McDonald's or the Adjacent Owner, as applicable, of any obligation under this Agreement shall in no way affect the forbearing Party's right thereafter to enforce such obligation, nor shall the waiver by the Adjacent Owner, McDonald's or the City of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation herein.

5. Time shall be of the essence of this Agreement.

6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed and delivered in either paper form or in digital form by facsimile transmission, electronic mail in "portable document format" (".pdf") form or an electronic signature platform such as [www.docusign.com](http://www.docusign.com). Any such digital execution and delivery shall constitute effective execution and delivery of this Agreement.

**[remainder of page intentionally left blank]**

**W** **WHEREOF** the parties hereto have duly executed this Agreement to be effective on the Effective Date.

**MCDONALD'S RESTAURANTS OF CANADA  
LIMITED**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation.

**2335213 ONTARIO INC.**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation.

**DRAFT**

**DEC 12 DRAFT**

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation.

**DRAFT**

DEC 12 DRAFT

**SCHEDULE "A"**  
**G P**

**McDonald's Lands**

PT LT 5 PL 49 SIDNEY PTS 5, 6 & 7 21R23773, T/W R/W PTS 9,12,13 21R23773 AS IN HT131409; SUBJECT TO AN EASEMENT OVER PT 5 21R23773 VOUR O PTS 8,9 & 13 21R23773 AS IN HT162811; SUBJECT TO AN EASEMENT OVER PART 1 21R25927 IN VOUR O PT LTS 5-6 PL 49, PT LT 31 CON 2 SIDNEY PTS 8, 9, 12 & 13 21R23773 AS IN HT310351; TOGETHER WITH AN EASEMENT OVER PARTS 2 & 3 21R25927 AS IN 310352; CITY OF BELLEVILLE

**PIN: 40429-0515 (LT)****Hotel Lands**

PT LT 5-6 PL 49 SIDNEY; PT LT 31 CON 2 SIDNEY PTS 8, 9, 12, & 13 21R23773; S/T R/W PTS 9,12,13 21R23773 VOUR PTS 5,6,7 21R23773 AS IN HT131410; T/W R/W PT 6 21R23773 AS IN HT131410; BELLEVILLE; COUNTY OF HASTINGS; TOGETHER WITH AN EASEMENT OVER PT 5 21R23773 AS IN HT162811; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 21R25275 AS IN HT241605

**PIN: 40429-0516 (LT)**







# City of Belleville

Report No: DE DS-2023-01

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council  
**Department:** Engineering & Development Services  
**Staff Contact:** Stephen Ashton, Director of Engineering

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**Subject:** City of Belleville’s response to Provincial Bill 109 – More Homes for Everyone Act 2022

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## Recommendation:

**“THAT Report No. DE DS-2023-01 dated January 9, 2023 regarding City of Belleville’s response to Provincial Bill 109 – More Homes for Everyone Act 2022 be received as information.”**

## Strategic Plan Alignment:

Residential Development: Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years

Residential Development: Provide for a variety of housing forms to reflect out changing demographics and need for affordability

## Background:

### Timeline of Bill 109

On December 6, 2021, the Province of Ontario created a Housing Affordability Task Force (HATF) consisting of nine members with the mandate of determining ways in which to address housing affordability across the Province.

On January 19, 2022, the Minister of Municipal Affairs and Housing, which shall be referred to as the “Minister,” hosted a Provincial- Municipal Housing Summit for Ontario’s Big City Mayors and Regional Chairs. The purpose of the Summit was to identify further opportunities for collaboration between all levels of government to address the housing affordability crisis and to develop performance indicators that governments can use to accelerate and incent new housing supply.

On February 8, 2022, the Province received and released a report from the HATF, which included 58 recommendations intended to increase the supply of market housing. (See Attachment #1).

On March 30, 2022, the Province of Ontario took the first step in implementing recommendations of the HATF by releasing its More Homes for Everyone Plan, and the introduction of Bill 109, More Homes for Everyone Act, 2022. The Province gave third reading and Royal Assent to the Bill on April 14, 2022 bringing the bill into effect.

On January 1, 2023, the new legislation which includes refunding of development application fees against prescribed timelines for Official Plan Amendment/Zoning By-law Amendment, Zoning By-law Amendment, and Site Plan Control applications comes into effect.

### Details of Bill 109, More Homes for Everyone Act, 2022

Provincial Bill 109, More Homes for Everyone Act, 2022, introduced legislative amendments with the goal to streamline the development approval processes and assist in increasing the supply of housing, which shall be referred to as “this Bill” or “Bill 109.” This Bill made the following notable changes to the Planning Act:

1. Punitive provisions requiring municipalities to refund application fees if a decision is not made with the legislative timelines of the Planning Act. The following chart shows the timing of the available refund for each application:

Refund Amount	Number of days between a complete application and when a decision is made		
	Zoning	OPA & Zoning	Site Plan
0%	90 or less	120 or less	60 or less
50%	91 to 149	121 to 179	61 to 89
75%	150 to 209	180 to 239	90 to 119
100%	210 or more	240 or more	120 or more

2. A requirement that municipalities delegate the authority to approve site plans from Council to a designated authorized person. (This already occurs in the City of Belleville);
3. Discretion of the Minister to refer Municipal Comprehensive Review, Official Plan Amendments, or new Official Plans, to the Tribunal for either a recommendation on whether the Minister should approve or modify the Official Plan Amendments or for a final decision from the Tribunal on whether the Official Plan Amendments or new Official Plan should be approved or modified;
4. A new process (which is being called the “Community Infrastructure and Housing Accelerator”) for a municipality to request that the Minister approve what changes regarding zoning matters which is similar to the Municipal Zoning Order Process but can be initiated by the municipality. The Minister’s existing zoning order powers remain unchanged. This new process formalizes requirements for the Minister to exercise this power, but the Minister still has the discretion to make zoning orders without a request

from a municipality. A finalized guideline about this tool was published on October 25, 2022;

5. Alternative parkland requirements for land in a designated transit-oriented community of 10% of land value for sites less than 5 hectares and 15% for sites greater than 5 hectares;
6. Regular reviews of community benefits charge bylaws and rules respecting such reviews, including that the failure to declare whether a five-year review is needed will result in the deemed expiry of the bylaw;
7. The ability of the province to declare land in a transit-oriented community that has easements or below-grade infrastructure as being “encumbered”, with the effect that the land must be conveyed for parkland, with full credit for parkland dedication;
8. Complete application rules for site plan applications, similar to the existing rules for Official Plan Amendment and Zoning By-law Amendment applications;
9. Increased powers for municipalities to extend draft plan approval for plans of subdivision that have lapsed; and
10. Power given to the Minister to make regulations:
  - a. prohibiting certain matters from being the subject of conditions of draft plan approval;
  - b. setting out planning matters that the Minister can require a municipality to report on, if the Minister asks for a report;
  - c. regarding the types of securities that can be used to secure municipal requirements as part of the approvals process.

### **Executive Summary:**

- Bill 109 which comes into effect January 1, 2023 made legislative amendments to the Planning Act with the goal to streamlining the development processes;
- Prior to Bill 109, Staff have been implementing best practices to streamline development approvals to address the urgent need for facilitating residential growth within the City;
- The most impactful change of Bill 109 is the punitive provisions that require municipalities to partially or fully refund planning application fees for rezoning or site plans if a decision by the Municipality is not made with the required timelines of the Planning Act;
- To address the requirements of Bill 109 and other legislative changes introduced by the province including Bill 23, staffing levels related to planning approvals need to increase to address requirements of streamlined approvals.

### **Financial/Analysis:**

#### Discussion of Refund of Fees

The most impactful change brought by Bill 109 is the requirement to partially or fully refund fees if the timelines for Zoning and Site Plan applications are not met. Staff time and resources are required to review applications. Application fees are intended to support the City’s review of development applications. Fees partially offset this cost. If the cost of reviewing applications goes beyond the prescribed timelines and refunds are required,

additional monies through the general tax rate will have to be increased impacting property taxes.

Currently, non-contentious zoning applications are addressed within the prescribed timelines but where there are contentious applications; the community, developers and staff have taken the time to determine if there are solutions to minimize impacts. Bill 109 will have the impact of reducing opportunities to establish more meaningful collaboration between developers, Staff, and the community. It will require Applicants to do more work upfront without much guidance from Staff and feedback from the community. It will require Staff to be more stringent when deeming an Application complete. These changes may reduce the ability of Staff to find consensus and may cause premature decisions on applications, including more refusals resulting in more litigation time and expenses at the Ontario Land Tribunal (OLT).

This requirement for being more stringent in deeming an application complete before it is reviewed by the community and also requiring a concentrated effort to approve complex applications within the Planning Act timelines will require additional staff.

A recent Organizational Review undertaken for the City recommended two additional planning staff in 2023. These two additional staff will allow the City to address the additional requirements resulting from Bill 109. These staff will also allow the City to work towards the required updates of the City's base planning documents to streamline and respond to the evolving requirements of the community and development industry now and in the future providing for a sustainable Belleville that prioritizes attainable housing.

### Minister's Letter & Best Practices

Previous to the introduction of Bill 109 (or the later Bill 23) the Minister issued a letter dated September 9, 2021 regarding reducing the red tape and streamlining development approvals. The Minister's letter (Attachment #2) provided a guide of best practices and recommendations that can make the development process more efficient.

The City of Bellville had already taken the initiative to implement or were in the process of implementing the five (5) best practices as recommended by the Housing Minister:

1. Pre-consultation Meeting requirements;
2. Application Submission Checklist;
3. Delegation of Authority (Site Plan);
4. Guidance and Supplementary Material (currently underway); and
5. Electronic Application Submission and Portals (currently underway).

### Proactive Planning Projects

In preparation for the future growth and accommodation of residential construction, the City of Bellville has proactively undertaken projects to facilitate and simplify development requirements including:

- Official Plan Update (awaiting final Ministerial approval);
- Zoning By-Law Consolidation (currently underway);

- Loyalist (West) Secondary Plan Update (currently underway);
- Bell Boulevard & North Front Street Corridor Study (currently underway).

### Other Matters: Bill 23, and Updated Growth Projections

Through Bill 109, Staff will need to maintain the thoroughness of application review while adhering to the legislative timelines of the Planning Act in accordance with Bill 109. Staff will also be required to address Bill 23, the More Homes Built Faster Act, 2022 which is more extensive than Bill 109.

Further, Staff will also need to address the updated growth projections submitted to the City by Watson & Associates Economists Ltd. which, among other matters, project an increase to an average 350 dwellings per year over the 30-year period which is significantly more than the historical projection of 200 dwelling units per year which has significant implications for growth management.

### Financial

The City has undertaken a Planning Fees Review. The increased fees, identified through Report DDF-2022-11 detailed that if Belleville charged the average fees of six comparative municipalities, an increased revenue of \$240,000 based upon 2021 Planning Applications and corresponding fees would result. This allows for required additional staff to address the requirements of Bill 190. The increased planning fees were approved through the Consolidated Fees and Charges By-Law dated December 12, 2022.

This increase in fees will accommodate the recommended additional planning staff required to assist with requirements of Bill 109, Bill 23, and the City's updated growth projections. The requirement for additional staff through this funding source will be considered as part of the 2023 Operating Budget process.

### **Conclusion:**

Bill 109 requires partial or full refunds of fees for zoning and site plan applications that are not processed in accordance with the requirements of the Planning Act. Additionally, there are new requirements of Bill 23, facilitating residential development through ongoing study updates, and facilitating increased growth rates. Staff have reviewed and are proposing increased planning fees to pay for two additional planning staff as recommended by the recent Organization Review which will be considered as part of the 2023 Operating Budget.

### **Attachments:**

[Attachment 2 Housing Minister of the MMAH Letter, dated Sept 9, 2021](#)  
[Attachment 1 MMAH Housing-Affordability-Task-Force-Report](#)

#### **Approved by:**

Brandon Ferguson, Manager, Finance/Deputy Treasurer  
 Matt MacDonald, Director Corporate Services

#### **Status:**

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**Ministry of  
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234-2022-4624

October 25, 2022

Good afternoon,

On October 25, 2022, our government released [More Homes Built Faster: Ontario's Housing Supply Action Plan 2022-2023](#) that proposes bold and transformative action to get 1.5 million homes built over the next 10 years.

Details about the range of measures in our plan can be found in the [news release here](#).

The More Homes Built Faster Plan proposes policies and tools that reflect recommendations from the [Housing Affordability Task Force Report](#) and builds on [More Homes, More Choice](#) and the [More Homes for Everyone Plan](#). Our plan also draws on many elements from AMO's 2022 A Blueprint for Action: An Integrated Approach to Address the Ontario Housing Crisis and ROMA's 2022 Task Force Report on Attainable Housing and Purpose-Built Rentals. These changes are providing a solid foundation to address Ontario's housing supply crisis over the long term and will be supplemented by continued action in the future.

Our government has also introduced the More Homes Built Faster Act, 2022, and is seeking feedback on the changes proposed under the legislation and associated regulations. Additionally, various housing and land use policy reviews – including a housing-focused policy review of A Place to Grow and the Provincial Policy Statement, with a theme of supporting rural and northern housing – are being undertaken to identify and remove barriers to getting more homes built. These and other related consultations can be found through the [Environmental Registry of Ontario and the Ontario Regulatory Registry](#).

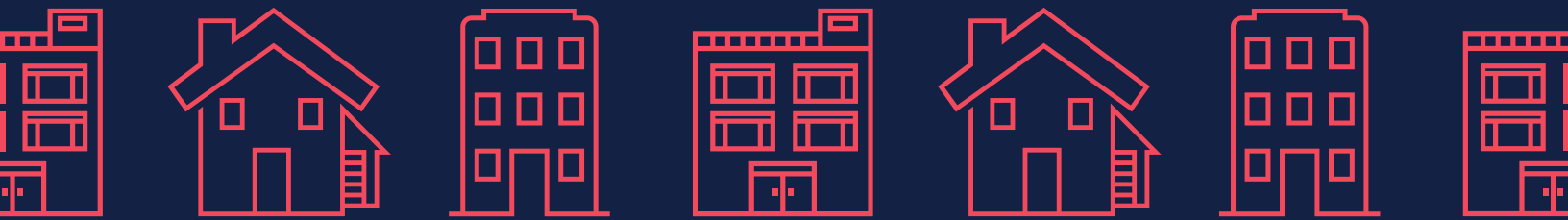
We encourage you share this information with senior staff in the municipality and to inform the newly elected head of council and council members. Our government is building a strong foundation for action that will continue to ensure Ontario is a prosperous and growing province – and the best place in the world to call home. We look forward to continued collaboration with our municipal partners to get more homes built faster.

Sincerely,

A handwritten signature in blue ink that reads 'Steve Clark'.

Steve Clark  
Minister

- c. The Honourable Michael Parsa, Associate Minister of Housing  
Kate Manson-Smith, Deputy Minister  
Ryan Amato, Chief of Staff, Minister's Office  
Joshua Paul, Assistant Deputy Minister, Housing Division  
Municipal Chief Administrative Officers



Report of the  
**Ontario Housing  
Affordability Task Force**

## Contents

Letter to Minister Clark.....	<b>3</b>
Executive summary and recommendations.....	<b>4</b>
Introduction.....	<b>6</b>
Focus on getting more homes built.....	<b>9</b>
Making land available to build.....	<b>10</b>
Cut the red tape so we can build faster and reduce costs.....	<b>15</b>
Reduce the costs to build, buy and rent.....	<b>18</b>
Support and incentivize scaling up housing supply.....	<b>22</b>
Conclusion.....	<b>26</b>
Appendix A: Biographies of Task Force Members.....	<b>27</b>
Appendix B: Affordable Housing.....	<b>29</b>
Appendix C: Government Surplus Land.....	<b>31</b>
Appendix D: Surety Bonds.....	<b>32</b>
References.....	<b>33</b>

# Letter to Minister Clark

Dear Minister Clark,

Hard-working Ontarians are facing a housing crisis. For many years, the province has not built enough housing to meet the needs of our growing population. While the affordability crisis began in our large cities, it has now spread to smaller towns and rural communities.

Efforts to cool the housing market have only provided temporary relief to home buyers. The long-term trend is clear: house prices are increasing much faster than Ontarian's incomes. The time for action is now.

When striking the Housing Affordability Task Force, you and Premier Ford were clear: you wanted actionable, concrete solutions to help Ontarians and there was no time to waste. You asked us to be bold and gave us the freedom and independence to develop our recommendations.

In the past two months, we have met municipal leaders, planners, unions, developers and builders, the financial sector, academics, think tanks and housing advocates. Time was short, but solutions emerged consistently around these themes:

- More housing density across the province
- End exclusionary municipal rules that block or delay new housing
- Depoliticize the housing approvals process
- Prevent abuse of the housing appeals system
- Financial support to municipalities that build more housing

We present this report to you not as an “all or nothing” proposal, but rather as a list of options that the government has at its disposal to help address housing affordability for Ontarians and get more homes built. We propose an ambitious but achievable target: 1.5 million new homes built in the next ten years.

Parents and grandparents are worried that their children will not be able to afford a home when they start working or decide to start a family. Too many Ontarians are unable to live in their preferred city or town because they cannot afford to buy or rent.

The way housing is approved and built was designed for a different era when the province was less constrained by space and had fewer people. But it no longer meets the needs of Ontarians. The balance has swung too far in favour of lengthy consultations, bureaucratic red tape, and costly appeals. It is too easy to oppose new housing and too costly to build. We are in a housing crisis and that demands immediate and sweeping reforms.

It has been an honour to serve as Chair, and I am proud to submit this report on behalf of the entire Task Force.



A handwritten signature in black ink, appearing to read 'Jake Lawrence'.

**Jake Lawrence**

Chair, Housing Affordability Task Force

Chief Executive Officer and Group Head, Global Banking and Markets, Scotiabank

# Executive summary and recommendations

House prices in Ontario have almost tripled in the past 10 years, growing much faster than incomes. This has home ownership beyond the reach of most first-time buyers across the province, even those with well-paying jobs. Housing has become too expensive for rental units and it has become too expensive in rural communities and small towns. The system is not working as it should.

For too long, we have focused on solutions to “cool” the housing market. It is now clear that we do not have enough homes to meet the needs of Ontarians today, and we are not building enough to meet the needs of our growing population. If this problem is not fixed – by creating more housing to meet the growing demand – housing prices will continue to rise. We need to build more housing in Ontario.

This report sets out recommendations that would set a bold goal and clear direction for the province, increase density, remove exclusionary rules that prevent housing growth, prevent abuse of the appeals process, and make sure municipalities are treated as partners in this process by incentivizing success.

## Setting bold targets and making new housing the planning priority

**Recommendations 1 and 2** urge Ontario to set a bold goal of adding 1.5 million homes over the next 10 years and update planning guidance to make this a priority.

The task force then recommends actions in five main areas to increase supply:

### Require greater density

Land is not being used efficiently across Ontario. In too many neighbourhoods, municipal rules only allow single-family homes – not even a granny suite. Taxpayers have invested heavily in subway, light rail, bus and rail lines and highways, and the streets nearby are ideally suited for more mid- and high-rise housing. Underused or redundant commercial and industrial buildings are ripe to be redeveloped into housing or mixed commercial and residential use. New housing on undeveloped land should also be higher density than traditional suburbs, especially close to highways.

Adding density in all these locations makes better use of infrastructure and helps to save land outside urban boundaries. Implementing these recommendations will provide Ontarians with many more options for housing.

**Recommendations 3 through 11** address how Ontario can quickly create more housing supply by allowing more housing in more locations “as of right” (without the need for municipal approval) and make better use of transportation investments.

### Reduce and streamline urban design rules

Municipalities require numerous studies and set all kinds of rules for adding housing, many of which go well beyond the requirements of the provincial Planning Act. While some of this guidance has value for urban design, some rules appear to be arbitrary and not supported by evidence – for example, requiring condo buildings to include costly parking stalls even though many go unsold. These rules and requirements result in delays and extra costs that make housing either impossible to build or very expensive for the eventual home buyer or renter.

**Recommendation 12** would set uniform provincial standards for urban design, including building shadows and setbacks, do away with rules that prioritize preservation of neighbourhood physical character over new housing, no longer require municipal approval of design matters like a building’s colour, texture, type of material or window details, and remove or reduce parking requirements.

### Depoliticize the process and cut red tape

NIMBYism (not in my backyard) is a major obstacle to building housing. It drags out the approval process, pushes up costs, and keeps out new residents. Because local councillors depend on the votes of residents who want to keep the status quo, the planning process has become politicized. Municipalities allow far more public consultation than is required, often using formats that make it hard for working people and families with young children to take part. Too few technical decisions are delegated to municipal staff. Pressure to designate buildings with little or no heritage value as “heritage” if development is proposed and bulk listings of properties with “heritage potential” are also standing in the way of getting homes built. Dysfunction throughout the system, risk aversion and needless bureaucracy have resulted in a situation where Ontario lags the rest of Canada and the developed world in approval times. Ontarians have waited long enough.

**Recommendations 13 through 25** would require municipalities to limit consultations to the legislated maximum, ensure people can take part digitally, mandate the delegation of technical decisions, prevent abuse of the heritage process and see property owners compensated for financial loss resulting from designation, restore the right of developers to appeal Official Plans and Municipal Comprehensive Reviews, legislate timelines for approvals and enact several other common sense changes that would allow housing to be built more quickly and affordably.

### Fix the Ontario Land Tribunal

Largely because of the politicization of the planning process, many proponents look to the Tribunal, a quasi-judicial body, to give the go-ahead to projects that should have been approved by the municipality. Even when there is municipal approval, however, opponents appeal to the Tribunal – paying only a \$400 fee – knowing that this may well succeed in delaying a project to the point where it might no longer make economic sense. As a result, the Tribunal faces a backlog of more than 1,000 cases and is seriously under-resourced.

**Recommendations 26 through 31** seek to weed out or prevent appeals aimed purely at delaying projects, allow adjudicators to award costs to proponents in more cases, including instances where a municipality has refused an approval to avoid missing a legislated deadline, reduce the time to issue decisions, increase funding, and encourage the Tribunal to prioritize cases that would increase housing supply quickly as it tackles the backlog.

### Support municipalities that commit to transforming the system

Fixing the housing crisis needs everyone working together. Delivering 1.5 million homes will require the provincial and federal governments to invest in change. Municipalities that make the difficult but necessary choices to grow housing supply should be rewarded, and those that resist new housing should see funding reductions.

**Recommendations 49 and 50** call for Ontario government to create a large “Ontario Housing Delivery Fund” and encourage the federal government to match funding, and suggest how the province should reward municipalities that support change and reduce funding for municipalities that do not.

This executive summary focuses on the actions that will get the most housing units approved and built in the shortest time. Other recommendations in the report deal with issues that are important but may take more time to resolve or may not directly increase supply (recommendation numbers are indicated in brackets): improving tax and municipal financing (**32-37, 39, 42-44**); encouraging new pathways to home ownership (**38, 40, 41**); and addressing labour shortages in the construction industry (**45-47**).

This is not the first attempt to “fix the housing system”. There have been efforts for years to tackle increasing housing prices and find solutions. This time must be different. **Recommendations 50-55** set out ways of helping to ensure real and concrete progress on providing the homes Ontarians need.

# Introduction

Ontario is in a housing crisis. Prices are skyrocketing: the average price for a house across Ontario was \$923,000 at the end of 2021.<sup>[1]</sup> Ten years ago, the average price was \$329,000.<sup>[2]</sup> Over that period, average house prices have climbed 180% while average incomes have grown roughly 38%.<sup>[3][4]</sup>

Not long ago, hard-working Ontarians – teachers, construction workers, small business owners – could afford the home they wanted. In small towns, it was reasonable to expect that you could afford a home in the neighbourhood you grew up in. Today, home ownership or finding a quality rental is now out of reach for too many Ontarians. The system is not working as it should be.

Housing has become too expensive for rental units and it has become too expensive in rural communities and small towns.

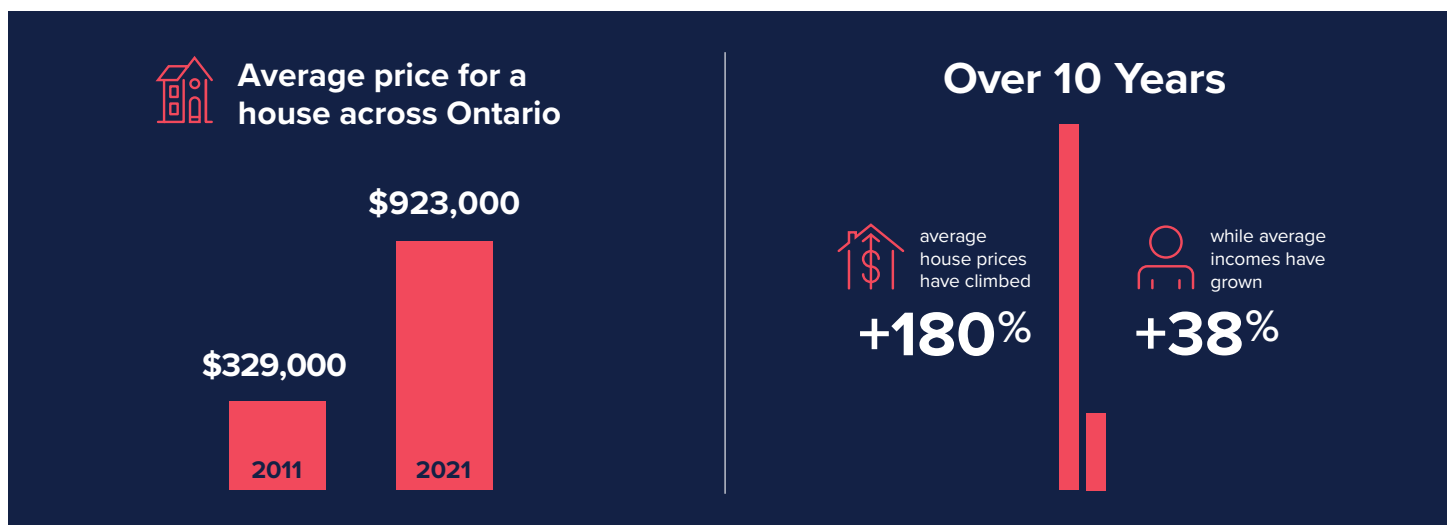
While people who were able to buy a home a decade or more ago have built considerable personal equity, the benefits of having a home aren't just financial. Having a place to call home connects people to their community, creates a gathering place for friends and family, and becomes a source of pride.

Today, the reality for an ever-increasing number of Ontarians is quite different. Everyone in Ontario knows people who are living with the personal and financial stress of not being able to find housing they can afford. The young family who can't buy a house within two hours of where they work. The tenant with a good job who worries about

where she'll find a new apartment she can afford if the owner decides to sell. The recent graduate who will have to stay at home for a few more years before he can afford to rent or buy.

While the crisis is widespread, it weighs more heavily on some groups than on others. Young people starting a family who need a larger home find themselves priced out of the market. Black, Indigenous and marginalized people face even greater challenges. As Ontarians, we have only recently begun to understand and address the reality of decades of systemic racism that has resulted in lower household incomes, making the housing affordability gap wider than average.

The high cost of housing has pushed minorities and lower income Ontarians further and further away from job markets. Black and Indigenous homeownership rates are less than half of the provincial average.<sup>[5]</sup> And homelessness rates among Indigenous Peoples are 11 times the national average. When housing prevents an individual from reaching their full potential, this represents a loss to every Ontarian: lost creativity, productivity, and revenue. Lost prosperity for individuals and for the entire Ontario economy.



As much as we read about housing affordability being a challenge in major cities around the world, the depth of the challenge has become greater in Ontario and Canada than almost anywhere in the developed world.



Canada has the lowest amount of housing per population of any G7 country.

### How did we get here? Why do we have this problem?

A major factor is that there just isn't enough housing. A 2021 Scotiabank study showed that Canada has the fewest housing units per population of any G7 country – and, our per capita housing supply has *dropped* in the past five years.<sup>[6]</sup> An update to that study released in January 2022 found that two thirds of Canada's housing shortage is in Ontario.<sup>[7]</sup> Today, Ontario is 1.2 million homes – rental or owned – short of the G7 average. With projected population growth, that huge gap is widening, and bridging it will take immediate, bold and purposeful effort. And to support population growth in the next decade, we will need one million more homes.

While governments across Canada have taken steps to “cool down” the housing market or provide help to first-time buyers, these demand-side solutions only work if there is enough supply. Shortages of supply in any market have a direct impact on affordability. Scarcity breeds price increases. Simply put, if we want more Ontarians to have housing, we need to build more housing in Ontario.

### Ontario must build 1.5 million homes over the next 10 years to address the supply shortage

The housing crisis impacts all Ontarians. The ripple effect of the crisis also holds back Ontario reaching its full potential.

#### Economy

Businesses of all sizes are facing problems finding and retaining workers. Even high-paying jobs in technology and manufacturing are hard to fill because there's not enough housing nearby. This doesn't just dampen the economic growth of cities, it makes them less vibrant, diverse, and creative, and strains their ability to provide essential services.

#### Public services

Hospitals, school boards and other public service providers across Ontario report challenges attracting and retaining staff because of housing costs. One town told us that it

could no longer maintain a volunteer fire department, because volunteers couldn't afford to live within 10 minutes drive of the firehall.

#### Environment

Long commutes contribute to air pollution and carbon emissions. An international survey of 74 cities in 16 countries found that Toronto, at 96 minutes both ways, had the longest commute times in North America and was essentially tied with Bogota, Colombia, for the longest commute time worldwide.<sup>[8]</sup> Increasing density in our cities and around major transit hubs helps reduce emissions to the benefit of everyone.

Ontario must build

# 1.5M

homes over the next 10 years  
to address the supply shortage.



### Our mandate and approach

Ontario's Minister of Municipal Affairs and Housing tasked us with recommending ways to accelerate our progress in closing the housing supply gap to improve housing affordability.

Time is of the essence. Building housing now is exactly what our post-pandemic economy needs. Housing construction creates good-paying jobs that cannot be outsourced to other countries. Moreover, the pandemic gave rise to unprecedented levels of available capital that can be invested in housing – if we can just put it to work.

We represent a wide range of experience and perspectives that includes developing, financing and building homes, delivering affordable housing, and researching housing market trends, challenges and solutions. Our detailed biographies appear as [Appendix A](#).



We acknowledge that every house in Ontario is built on the traditional territory of Indigenous Peoples.





People in households that spend 30% or more of total household income on shelter expenses are defined as having a “housing affordability” problem. Shelter expenses include electricity, oil, gas, coal, wood or other fuels, water and other municipal services, monthly mortgage payments, property taxes, condominium fees, and rent.

Our mandate was to focus on how to increase market housing supply and affordability. By market housing, we are referring to homes that can be purchased or rented without government support.

**Affordable housing (units provided at below-market rates with government support) was not part of our mandate.**

The Minister and his cabinet colleagues are working on that issue. Nonetheless, almost every stakeholder we spoke with had ideas that will help deliver market housing and also make it easier to deliver affordable housing. However, affordable housing is a societal responsibility and will require intentional investments and strategies to bridge the significant affordable housing gap in this province. We have included a number of recommendations aimed at affordable housing in the body of this report, but have also included further thoughts in [Appendix B](#).

We note that government-owned land was also outside our mandate. Many stakeholders, however, stressed the value of surplus or underused public land and land associated with major transit investments in finding housing solutions. We agree and have set out some thoughts on that issue in [Appendix C](#).

**How we did our work**

Our Task Force was struck in December 2021 and mandated to deliver a final report to the Minister by the end of January 2022. We were able to work to that tight timeline because, in almost all cases, viewpoints and feasible solutions are well known. In addition, we benefited from insights gleaned from recent work to solve the problem in other jurisdictions.

During our deliberations, we met with and talked to over 140 organizations and individuals, including industry associations representing builders and developers, planners, architects, realtors and others; labour unions; social justice advocates; elected officials at the municipal level; academics and research groups; and municipal planners. We also received written submissions from many of these participants. In addition, we drew on the myriad public reports and papers listed in the [References](#).

We thank everyone who took part in sessions that were uniformly helpful in giving us a deeper understanding of the housing crisis and the way out of it. We also thank the staff of the Ministry of Municipal Affairs and Housing who provided logistical and other support, including technical briefings and background.

**The way forward**

The single unifying theme across all participants over the course of the Task Force’s work has been the urgency to take decisive action. Today’s housing challenges are incredibly complex. Moreover, developing land, obtaining approvals, and building homes takes years.

Some recommendations will produce immediate benefits, others will take years for the full impact.

This is why there is no time to waste. We urge the Minister of Municipal Affairs and Housing and his cabinet colleagues to continue measures they have already taken to accelerate housing supply and to move quickly in turning the recommendations in this report into decisive new actions.

**The province must set an ambitious and bold goal to build 1.5 million homes over the next 10 years.** If we build 1.5 million new homes over the next ten years, Ontario can fill the housing gap with more affordable choices, catch up to the rest of Canada and keep up with population growth.

By working together, we can resolve Ontario’s housing crisis. In so doing, we can build a more prosperous future for everyone.

The balance of this report lays out our recommendations.

## Focus on getting more homes built

Resolving a crisis requires intense focus and a clear goal. The province is responsible for the legislation and policy that establishes the planning, land use, and home building goals, which guide municipalities, land tribunals, and courts. Municipalities are then responsible for implementing provincial policy in a way that works for their communities. The province is uniquely positioned to lead by shining a spotlight on this issue, setting the tone, and creating a single, galvanizing goal around which federal support, provincial legislation, municipal policy, and the housing market can be aligned.

In 2020, Ontario built about 75,000 housing units.<sup>[9]</sup> For this report, we define a housing unit (home) as a single dwelling (detached, semi-detached, or attached), apartment, suite, condominium or mobile home. Since 2018, housing completions have grown every year as a result of positive measures that the province and some municipalities have implemented to encourage more home building. But we are still 1.2 million homes short when compared to other G7 countries and our population is growing. The goal of 1.5 million homes feels daunting – but reflects both the need and what is possible. In fact, throughout the 1970s Ontario built more housing units each year than we do today.<sup>[10]</sup>

The second recommendation is designed to address the growing complexity and volume of rules in the legislation, policy, plans and by-laws, and their competing priorities, by providing clear direction to provincial agencies, municipalities, tribunals, and courts on the overriding priorities for housing.

1. Set a goal of building 1.5 million new homes in ten years.
2. Amend the Planning Act, Provincial Policy Statement, and Growth Plans to set “growth in the full spectrum of housing supply” and “intensification within existing built-up areas” of municipalities as the most important residential housing priorities in the mandate and purpose.



The “missing middle” is often cited as an important part of the housing solution. We define the missing middle as mid-rise condo or rental housing, smaller houses on subdivided lots or in laneways and other additional units in existing houses.

# Making land available to build

The Greater Toronto Area is bordered on one side by Lake Ontario and on the other by the protected Greenbelt. Similarly, the Ottawa River and another Greenbelt constrain land supply in Ottawa, the province's second-largest city.

But a shortage of land isn't the cause of the problem. Land is available, both inside the existing built-up areas and on undeveloped land outside greenbelts.

We need to make better use of land. Zoning defines what we can build and where we can build. If we want to make better use of land to create more housing, then we need to modernize our zoning rules. We heard from planners, municipal councillors, and developers that "as of right" zoning – the ability to by-pass long, drawn out consultations and zoning by-law amendments – is the most effective tool in the provincial toolkit. We agree.

## Stop using exclusionary zoning that restricts more housing

Too much land inside cities is tied up by outdated rules. For example, it's estimated that 70% of land zoned for housing in Toronto is restricted to single-detached or semi-detached homes.<sup>[11]</sup> This type of zoning prevents homeowners from adding additional suites to create housing for Ontarians and income for themselves. As one person said, "my neighbour can tear down what was there to build a monster home, but I'm not allowed to add a basement suite to my home."

It's estimated that  
**70%**

of land zoned for housing in Toronto is restricted to **single-detached** or **semi-detached** homes.



While less analysis has been done in other Ontario communities, it's estimated that about half of all residential land in Ottawa is zoned for single-detached housing, meaning nothing else may be built on a lot without public consultation and an amendment to the zoning by-law. In some suburbs around Toronto, single unit zoning dominates residential land use, even close to GO Transit stations and major highways.

One result is that more growth is pushing past urban boundaries and turning farmland into housing. Undeveloped land inside and outside existing municipal boundaries must be part of the solution, particularly in northern and rural communities, but isn't nearly enough on its own. Most of the solution must come from densification. Greenbelts and other environmentally sensitive areas must be protected, and farms provide food and food security. Relying too heavily on undeveloped land would whittle away too much of the already small share of land devoted to agriculture.

Modernizing zoning would also open the door to more rental housing, which in turn would make communities more inclusive.

Allowing more gentle density also makes better use of roads, water and wastewater systems, transit and other public services that are already in place and have capacity, instead of having to be built in new areas.

The Ontario government took a positive step by allowing secondary suites (e.g., basement apartments) across the province in 2019. However, too many municipalities still place too many restrictions on implementation. For the last three years, the total number of secondary suites in Toronto has actually declined each year, as few units get permitted and owners convert two units into one.<sup>[12]</sup>

These are the types of renovations and home construction performed by small businesses and local trades, providing them with a boost.

Underused and vacant commercial and industrial properties are another potential source of land for housing. It was suggested to us that one area ripe for redevelopment into a mix of commercial and residential uses is the strip mall, a leftover from the 1950s that runs along major suburban streets in most large Ontario cities.

“As of right” zoning allows more kinds of housing that are accessible to more kinds of people. It makes neighbourhoods stronger, richer, and fairer. And it will get more housing built in existing neighbourhoods more quickly than any other measure.

**3. Limit exclusionary zoning in municipalities through binding provincial action:**

- a) Allow “as of right” residential housing up to four units and up to four storeys on a single residential lot.
  - b) Modernize the Building Code and other policies to remove any barriers to affordable construction and to ensure meaningful implementation (e.g., allow single-staircase construction for up to four storeys, allow single egress, etc.).
- 4.** Permit “as of right” conversion of underutilized or redundant commercial properties to residential or mixed residential and commercial use.
  - 5.** Permit “as of right” secondary suites, garden suites, and laneway houses province-wide.
  - 6.** Permit “as of right” multi-tenant housing (renting rooms within a dwelling) province-wide.
  - 7.** Encourage and incentivize municipalities to increase density in areas with excess school capacity to benefit families with children.

## Align investments in roads and transit with growth

Governments have invested billions of dollars in highways, light rail, buses, subways and trains in Ontario. But without ensuring more people can live close to those transit routes, we’re not getting the best return on those infrastructure investments.

Access to transit is linked to making housing more affordable: when reliable transit options are nearby, people can get to work more easily. They can live further from the centre of the city in less expensive areas without the added cost of car ownership.

The impacts of expanding public transit go far beyond serving riders. These investments also spur economic growth and reduce traffic congestion and emissions. We all pay for the cost of transit spending, and we should all share in the benefits.

If municipalities achieve the right development near transit – a mix of housing at high- and medium-density, office space and retail – this would open the door to better ways of funding the costs. Other cities, like London, UK and Hong Kong, have captured the impacts of increased land value and business activity along new transit routes to help with their financing.

Ontario recently created requirements (residents/hectare) for municipalities to zone for higher density in transit corridors and “major transit station areas”,<sup>[13a]</sup> <sup>[13b]</sup> These are areas surrounding subway and other rapid transit stations and hubs. However, we heard troubling reports that local opposition is blocking access to these neighbourhoods and to critical public transit stations. City staff, councillors, and the province need to stand up to these tactics and speak up for the Ontarians who need housing.

The Province is also building new highways in the Greater Golden Horseshoe, and it’s important to plan thoughtfully for the communities that will follow from these investments, to make sure they are compact and liveable.

8. Allow “as of right” zoning up to unlimited height and unlimited density in the immediate proximity of individual major transit stations within two years if municipal zoning remains insufficient to meet provincial density targets.
9. Allow “as of right” zoning of six to 11 storeys with no minimum parking requirements on any streets utilized by public transit (including streets on bus and streetcar routes).
10. Designate or rezone as mixed commercial and residential use all land along transit corridors and redesignate all Residential Apartment to mixed commercial and residential zoning in Toronto.
11. Support responsible housing growth on undeveloped land, including outside existing municipal boundaries, by building necessary infrastructure to support higher density housing and complete communities and applying the recommendations of this report to all undeveloped land.

## Start saying “yes in my backyard”

Even where higher density is allowed in theory, the official plans of most cities in Ontario contain conflicting goals like maintaining “prevailing neighbourhood character”. This bias is reinforced by detailed guidance that often follows from the official plan. Although requirements are presented as “guidelines”, they are often treated as rules.

Examples include:

- Angular plane rules that require successively higher floors to be stepped further back, cutting the number of units that can be built by up to half and making many projects uneconomic
- Detailed rules around the shadows a building casts
- Guidelines around finishes, colours and other design details

One resident’s desire to prevent a shadow being cast in their backyard or a local park frequently prevails over concrete proposals to build more housing for multiple families. By-laws and guidelines that preserve “neighbourhood character” often prevent simple renovations to add new suites to existing homes. The people who suffer are mostly young, visible minorities, and marginalized people. It is the perfect

example of a policy that appears neutral on its surface but is discriminatory in its application.<sup>[14]</sup>

Far too much time and money are spent reviewing and holding consultations for large projects which conform with the official plan or zoning by-law and small projects which would cause minimal disruption. The cost of needless delays is passed on to new home buyers and tenants.

Minimum parking requirements for each new unit are another example of outdated municipal requirements that increase the cost of housing and are increasingly less relevant with public transit and ride share services. Minimum parking requirements add as much as \$165,000 to the cost of a new housing unit, even as demand for parking spaces is falling: data from the Residential Construction Council of Ontario shows that in new condo projects, one in three parking stalls goes unsold. We applaud the recent vote by Toronto City Council to scrap most minimum parking requirements. We believe other cities should follow suit.

While true heritage sites are important, heritage preservation has also become a tool to block more housing. For example, some municipalities add thousands of properties at a time to a heritage register because they have “potential” heritage value. Even where a building isn’t heritage designated or registered, neighbours increasingly demand it be as soon as a development is proposed.

This brings us to the role of the “not in my backyard” or NIMBY sentiment in delaying or stopping more homes from being built.



### New housing is often the last priority

A proposed building with market and affordable housing units would have increased the midday shadow by 6.5% on a nearby park at the fall and spring equinox, with no impact during the summer months. To conform to a policy that does not permit “new net shadow on specific parks”, seven floors of housing, including 26 affordable housing units, were sacrificed.

Multiple dry cleaners along a transit route were designated as heritage sites to prevent new housing being built. It is hard not to feel outrage when our laws are being used to prevent families from moving into neighbourhoods and into homes they can afford along transit routes.

## NIMBY versus YIMBY

NIMBYism (not in my backyard) is a large and constant obstacle to providing housing everywhere. Neighbourhood pushback drags out the approval process, pushes up costs and discourages investment in housing. It also keeps out new residents. While building housing is very costly, opposing new housing costs almost nothing.

Unfortunately, there is a strong incentive for individual municipal councillors to fall in behind community opposition – it's existing residents who elect them, not future ones. The outcry of even a handful of constituents (helped by the rise of social media) has been enough, in far too many cases, to persuade their local councillor to vote against development even while admitting its merits in private. There is a sense among some that it's better to let the Ontario Land Tribunal approve the development on appeal, even if it causes long delays and large cost increases, then to take the political heat.

Mayors and councillors across the province are fed up and many have called for limits on public consultations and more “as of right” zoning. In fact, some have created a new term for NIMBYism: BANANAs – Build Absolutely Nothing Anywhere Near Anything, causing one mayor to comment “NIMBYism has gone BANANAs”. We agree. In a growing, thriving society, that approach is not just bad policy, it is exclusionary and wrong.

As a result, technical planning decisions have become politicized. One major city has delegated many decisions to senior staff, but an individual councillor can withdraw the delegation when there is local opposition and force a vote at Council. We heard that this situation is common across the province, creating an electoral incentive for a councillor to delay or stop a housing proposal, or forcing a councillor to pay the electoral cost of supporting it. Approvals of individual housing applications should be the role of professional staff, free from political interference.

The pressure to stop any development is now so intense that it has given rise to a counter-movement – YIMBYism, or “yes in my backyard,” led by millennials who recognize entrenched opposition to change as a huge obstacle to finding a home. They provide a voice at public consultations for young people, new immigrants and refugees, minority groups, and Ontarians struggling to access housing by connecting our ideals to the reality of housing. People who welcome immigrants to Canada should welcome them to the neighbourhood, fighting climate change means supporting higher-density housing, and “keeping the neighbourhood the way it is” means keeping it off-limits. While anti-housing voices can be loud,

a member of More Neighbours Toronto, a YIMBY group that regularly attends public consultations, has said that the most vocal opponents usually don't represent the majority in a neighbourhood. Survey data from the Ontario Real Estate Association backs that up, with almost 80% of Ontarians saying they are in favour of zoning in urban areas that would encourage more homes.

Ontarians want a solution to the housing crisis. We cannot allow opposition and politicization of individual housing projects to prevent us from meeting the needs of all Ontarians.

### 12. Create a more permissive land use, planning, and approvals system:

- a) Repeal or override municipal policies, zoning, or plans that prioritize the preservation of physical character of neighbourhood
- b) Exempt from site plan approval and public consultation all projects of 10 units or less that conform to the Official Plan and require only minor variances
- c) Establish province-wide zoning standards, or prohibitions, for minimum lot sizes, maximum building setbacks, minimum heights, angular planes, shadow rules, front doors, building depth, landscaping, floor space index, and heritage view cones, and planes; restore pre-2006 site plan exclusions (colour, texture, and type of materials, window details, etc.) to the Planning Act and reduce or eliminate minimum parking requirements; and
- d) Remove any floorplate restrictions to allow larger, more efficient high-density towers.

### 13. Limit municipalities from requesting or hosting additional public meetings beyond those that are required under the Planning Act.

### 14. Require that public consultations provide digital participation options.

### 15. Require mandatory delegation of site plan approvals and minor variances to staff or pre-approved qualified third-party technical consultants through a simplified review and approval process, without the ability to withdraw Council's delegation.

- 16.** Prevent abuse of the heritage preservation and designation process by:
  - a) Prohibiting the use of bulk listing on municipal heritage registers
  - b) Prohibiting reactive heritage designations after a Planning Act development application has been filed
- 17.** Requiring municipalities to compensate property owners for loss of property value as a result of heritage designations, based on the principle of best economic use of land.
- 18.** Restore the right of developers to appeal Official Plans and Municipal Comprehensive Reviews.

We have heard mixed feedback on Committees of Adjustment. While they are seen to be working well in some cities, in others they are seen to simply add another lengthy step in the process. We would urge the government to first implement our recommendation to delegate minor variances and site plan approvals to municipal staff and then assess whether Committees of Adjustment are necessary and an improvement over staff-level decision making.



# Cut the red tape so we can build faster and reduce costs

One of the strongest signs that our approval process is not working: of 35 OECD countries, only the Slovak Republic takes longer than Canada to approve a building project. The UK and the US approve projects three times faster without sacrificing quality or safety. And they save home buyers and tenants money as a result, making housing more affordable.<sup>[15]</sup>

A 2020 survey of development approval times in 23 Canadian cities shows Ontario seriously lagging: Hamilton (15th), Toronto (17th), Ottawa (21st) with approval times averaging between 20-24 months. These timelines do not include building permits, which take about two years for an apartment building in Toronto. Nor did they count the time it takes for undeveloped land to be designated for housing, which the study notes can take five to ten years.<sup>[16]</sup>

Despite the good intentions of many people involved in the approvals and home-building process, decades of dysfunction in the system and needless bureaucracy have made it too difficult for housing approvals to keep up with the needs of Ontarians. There appear to be numerous reasons why Ontario performs so poorly against other Canadian cities and the rest of the developed world. We believe that the major problems can be summed up as:

- Too much complexity in the planning process, with the page count in legislation, regulation, policies, plans, and by-laws growing every year
- Too many studies, guidelines, meetings and other requirements of the type we outlined in the previous section, including many that go well beyond the scope of Ontario's Planning Act
- Reviews within municipalities and with outside agencies that are piecemeal, duplicative (although often with conflicting outcomes) and poorly coordinated
- Process flaws that include reliance on paper
- Some provincial policies that are more relevant to urban development but result in burdensome, irrelevant requirements when applied in some rural and northern communities.



All of this has contributed to widespread failure on the part of municipalities to meet required timelines. The provincial Planning Act sets out deadlines of 90 days for decisions on zoning by-law amendments, 120 days for plans of subdivision, and 30 days for site plan approval, but municipalities routinely miss these without penalty. For other processes, like site plan approval or provincial approvals, there are no timelines and delays drag on. The cost of delay falls on the ultimate homeowner or tenant.

The consequences for homeowners and renters are enormous. Ultimately, whatever cost a builder pays gets passed on to the buyer or renter. As one person said: "Process is the biggest project killer in Toronto because developers have to carry timeline risk."

Site plan control was often brought up as a frustration. Under the Planning Act, this is meant to be a technical review of the external features of a building. In practice, municipalities often expand on what is required and take too long to respond.



**Then:** In 1966, a draft plan of subdivision in a town in southwestern Ontario to provide 529 low-rise and mid-rise housing units, a school site, a shopping centre and parks was approved by way of a two-page letter setting out 10 conditions. It took seven months to clear conditions for final approval.

**And now:** In 2013, a builder started the approval process to build on a piece of serviced residential land in a seasonal resort town. Over the next seven years, 18 professional consultant reports were required, culminating in draft plan approval containing 50 clearance conditions. The second approval, issued by the Local Planning Appeals Board in 2020, ran to 23 pages. The developer estimates it will be almost 10 years before final approval is received.

An Ontario Association of Architects study calculating the cost of delays between site plan application and approval concluded that for a 100-unit condominium apartment building, each additional month of delay costs the applicant an estimated \$193,000, or \$1,930 a month for each unit.<sup>[17]</sup>

A 2020 study done for the Building Industry and Land Development Association (BILD) looked at impacts of delay on low-rise construction, including single-detached homes. It estimated that every month an approval is delayed adds, on average, \$1.46 per square foot to the cost of a single home. A two-year delay, which is not unusual for this housing type, adds more than \$70,000 to the cost of a 2,000-square-foot house in the GTA.<sup>[16]</sup>

Getting rid of so much unnecessary and unproductive additional work would significantly reduce the burden on staff.<sup>[16b]</sup> It would help address the widespread shortages of planners and building officials. It would also bring a stronger sense among municipal staff that they are part of the housing solution and can take pride in helping cut approval times and lower the costs of delivering homes.

### **Adopt common sense approaches that save construction costs**

Wood using “mass timber” – an engineer compressed wood, made for strength and weight-bearing – can provide a lower-cost alternative to reinforced concrete in many mid-rise projects, but Ontario’s Building Code is hampering its use. Building taller with wood offers advantages beyond cost:

- Wood is a renewable resource that naturally sequesters carbon, helping us reach our climate change goals

- Using wood supports Ontario’s forestry sector and creates jobs, including for Indigenous people

British Columbia’s and Quebec’s building codes allow woodframe construction up to 12 storeys, but Ontario limits it to six. By amending the Building Code to allow 12-storey woodframe construction, Ontario would encourage increased use of forestry products and reduce building costs.

Finally, we were told that a shift in how builders are required to guarantee their performance would free up billions of dollars to build more housing. Pay on demand surety bonds are a much less onerous option than letters of credit, and are already accepted in Hamilton, Pickering, Innisfil, Whitchurch-Stouffville and other Ontario municipalities. We outline the technical details in [Appendix D](#).

19. Legislate timelines at each stage of the provincial and municipal review process, including site plan, minor variance, and provincial reviews, and deem an application approved if the legislated response time is exceeded.
20. Fund the creation of “approvals facilitators” with the authority to quickly resolve conflicts among municipal and/or provincial authorities and ensure timelines are met.
21. Require a pre-consultation with all relevant parties at which the municipality sets out a binding list that defines what constitutes a complete application; confirms the number of consultations established in the previous recommendations; and clarifies that if a member of a regulated profession such as a professional engineer has stamped an application, the municipality has no liability and no additional stamp is needed.
22. Simplify planning legislation and policy documents.
23. Create a common, province-wide definition of plan of subdivision and standard set of conditions which clarify which may be included; require the use of standard province-wide legal agreements and, where feasible, plans of subdivision.
24. Allow wood construction of up to 12 storeys.
25. Require municipalities to provide the option of pay on demand surety bonds and letters of credit.

## Prevent abuse of the appeal process

Part of the challenge with housing approvals is that, by the time a project has been appealed to the Ontario Land Tribunal (the Tribunal), it has usually already faced delay and compromises have been made to reduce the size and scope of the proposal. When an approved project is appealed, the appellant – which could just be a single individual – may pay \$400 and tie up new housing for years.

The most recent published report showed 1,300 unresolved cases.<sup>[18]</sup> While under-resourcing does contribute to delays, this caseload also reflects the low barrier to launching an appeal and the minimal risks if an appeal is unsuccessful:

- After a builder has spent time and money to ensure a proposal conforms with a municipality’s requirements, the municipal council can still reject it – even if its own planning staff has given its support. Very often this is to appease local opponents.
- Unlike a court, costs are not automatically awarded to the successful party at the Tribunal. The winning side must bring a motion and prove that the party bringing the appeal was unreasonable, clearly trying to delay the project, and/or being vexatious or frivolous. Because the bar is set so high, the winning side seldom asks for costs in residential cases.

This has resulted in abuse of the Tribunal to delay new housing. Throughout our consultations, we heard from municipalities, not-for-profits, and developers that affordable housing was a particular target for appeals which, even if unsuccessful, can make projects too costly to build.

Clearly the Tribunal needs more resources to clear its backlog. But the bigger issue is the need for so many appeals: we believe it would better to have well-defined goals and rules for municipalities and builders to avoid this costly and time-consuming quasi-judicial process. Those who bring appeals aimed at stopping development that meets established criteria should pay the legal costs of the successful party and face the risk of a larger project being approved.

The solution is not more appeals, it’s fixing the system. We have proposed a series of reforms that would ensure only meritorious appeals proceeded, that every participant faces some risk and cost of losing, and that abuse of the Tribunal will be penalized. We believe that if Ontario accepts our recommendations, the Tribunal will not face the same volume of appeals. But getting to that point will take time, and the Tribunal needs more resources and better tools now.

Recommendation 1 will provide legislative direction to adjudicators that they must prioritize housing growth and intensification over competing priorities contained in provincial and municipal policies. We further recommend the following:

- 26.** Require appellants to promptly seek permission (“leave to appeal”) of the Tribunal and demonstrate that an appeal has merit, relying on evidence and expert reports, before it is accepted.
- 27.** Prevent abuse of process:
  - a) Remove right of appeal for projects with at least 30% affordable housing in which units are guaranteed affordable for at least 40 years.
  - b) Require a \$10,000 filing fee for third-party appeals.
  - c) Provide discretion to adjudicators to award full costs to the successful party in any appeal brought by a third party or by a municipality where its council has overridden a recommended staff approval.
- 28.** Encourage greater use of oral decisions issued the day of the hearing, with written reasons to follow, and allow those decisions to become binding the day that they are issued.
- 29.** Where it is found that a municipality has refused an application simply to avoid a deemed approval for lack of decision, allow the Tribunal to award punitive damages.
- 30.** Provide funding to increase staffing (adjudicators and case managers), provide market-competitive salaries, outsource more matters to mediators, and set shorter time targets.
- 31.** In clearing the existing backlog, encourage the Tribunal to prioritize projects close to the finish line that will support housing growth and intensification, as well as regional water or utility infrastructure decisions that will unlock significant housing capacity.

# Reduce the costs to build, buy and rent

The price you pay to buy or rent a home is driven directly by how much it costs to build a home. In Ontario, costs to build homes have dramatically increased at an unprecedented pace over the past decade. In most of our cities and towns, materials and labour only account for about half of the costs. The rest comes from land, which we have addressed in the previous section, and government fees.

A careful balance is required on government fees because, as much as we would like to see them lowered, governments need revenues from fees and taxes to build critically needed infrastructure and pay for all the other services that make Ontario work. So, it is a question of balance and of ensuring that our approach to government fees encourages rather than discourages developers to build the full range of housing we need in our Ontario communities.

## Align government fees and charges with the goal of building more housing

### Improve the municipal funding model

Housing requires more than just the land it is built on. It requires roads, sewers, parks, utilities and other infrastructure. The provincial government provides municipalities with a way to secure funding for this infrastructure through development charges, community benefit charges and parkland dedication (providing 5% of land for public parks or the cash equivalent).

These charges are founded on the belief that growth – not current taxpayers – should pay for growth. As a concept, it is compelling. In practice, it means that new home buyers pay the entire cost of sewers, parks, affordable housing, or colleges that will be around for generations and may not be located in their neighbourhood. And, although building

affordable housing is a societal responsibility, because affordable units pay all the same charges as a market unit, the cost is passed to new home buyers in the same building or the not-for-profit organization supporting the project. We do not believe that government fees should create a disincentive to affordable housing.

If you ask any developer of homes – whether they are for-profit or non-profit – they will tell you that development charges are a special pain point. In Ontario, they can be as much as \$135,000 per home. In some municipalities, development charges have increased as much as 900% in less than 20 years.<sup>[20]</sup> As development charges go up, the prices of homes go up. And development charges on a modest semi-detached home are the same as on a luxury 6,000 square foot home, resulting in a disincentive to build housing that is more affordable. Timing is also a challenge as development charges have to be paid up front, before a shovel even goes into the ground.

To help relieve the pressure, the Ontario government passed recent legislation allowing builders to determine development charges earlier in the building process. But they must pay interest on the assessed development charge to the municipality until a building permit is issued, and there is no cap on the rate, which in one major city is 13% annually.

Cash payments to satisfy parkland dedication also significantly boost the costs of higher-density projects, adding on average \$17,000 to the cost of a high-rise condo across the GTA.<sup>[21]</sup> We heard concerns not just about the amount of cash collected, but also about the money not being spent in the neighbourhood or possibly not being spent on parks at all. As an example, in 2019 the City of Toronto held \$644 million in parkland cash-in-lieu payments.<sup>[22]</sup> Everyone can agree that we need to invest in parks as our communities grow, but if the funds are not being spent, perhaps it means that more money is being collected for parklands than is needed and we could lower the cost of housing if we adjusted these parkland fees.



A 2019 study carried out for BILD showed that in the Greater Toronto Area, development charges for low-rise housing are on average more than three times higher per unit than in six comparable US metropolitan areas, and roughly 1.75-times higher than in the other Canadian cities.

For high-rise developments the average per unit charges in the GTA are roughly 50% higher than in the US areas, and roughly 30% higher than in the other Canadian urban areas.<sup>[19]</sup>

## Modernizing HST Thresholds

Harmonized sales tax (HST) applies to all new housing – including purpose-built rental. Today, the federal component is 5% and provincial component is 8%. The federal and provincial government provide a partial HST rebate. Two decades ago, the maximum home price eligible for a rebate was set at \$450,000 federally and \$400,000 provincially, resulting in a maximum rebate of \$6,300 federally and \$24,000 provincially, less than half of today’s average home price. Buyers of new homes above this ceiling face a significant clawback. Indexing the rebate would immediately reduce the cost of building new homes, savings that can be passed on to Ontarians. When both levels of government agree that we are facing a housing crisis, they should not be adding over 10% to the cost of almost all new homes.

- 32.** Waive development charges and parkland cash-in-lieu and charge only modest connection fees for all infill residential projects up to 10 units or for any development where no new material infrastructure will be required.
- 33.** Waive development charges on all forms of affordable housing guaranteed to be affordable for 40 years.
- 34.** Prohibit interest rates on development charges higher than a municipality’s borrowing rate.
- 35.** Regarding cash in lieu of parkland, s.37, Community Benefit Charges, and development charges:
  - a) Provincial review of reserve levels, collections and drawdowns annually to ensure funds are being used in a timely fashion and for the intended purpose, and, where review points to a significant concern, do not allow further collection until the situation has been corrected.
  - b) Except where allocated towards municipality-wide infrastructure projects, require municipalities to spend funds in the neighbourhoods where they were collected. However, where there’s a significant community need in a priority area of the City, allow for specific ward-to-ward allocation of unspent and unallocated reserves.
- 36.** Recommend that the federal government and provincial governments update HST rebate to reflect current home prices and begin indexing the thresholds to housing prices, and that the federal government match the provincial 75% rebate and remove any clawback.

Government charges on a new single-detached home averaged roughly \$186,300, or almost 22% of the price, across six municipalities in southcentral Ontario. For a new condominium apartment, the average was almost \$123,000, or roughly 24% of a unit’s price.

## Make it easier to build rental

In cities and towns across Ontario, it is increasingly hard to find a vacant rental unit, let alone a vacant rental unit at an affordable price. Today, 66% of all purpose-built rental units in the City of Toronto were built between 1960 and 1979. Less than 15% of Toronto’s purpose-built rentals were constructed over the ensuing 40 years in spite of the significant population growth during that time. In fact, between 2006 and 2016, growth in condo apartments increased by 186% while purpose-built rental only grew by 0.6%.<sup>[22]</sup> In 2018, the Ontario government introduced positive changes that have created growth in purpose-built rental units – with last year seeing 18,000 units under construction and 93,000 proposed against a 5-year average prior to 2020 of 3,400 annually.<sup>[23]</sup>

Long-term renters often now feel trapped in apartments that don’t make sense for them as their needs change. And because they can’t or don’t want to move up the housing ladder, many of the people coming up behind them who would gladly take those apartments are instead living in crowded spaces with family members or roommates. Others feel forced to commit to rental units at prices way beyond what they can afford. Others are trying their luck in getting on the wait list for an affordable unit or housing co-op – wait lists that are years long. Others are leaving Ontario altogether.

# 66%

of all purpose-built rental units  
in the City of Toronto were  
built between **1960** and **1979**.



A pattern in every community, and particularly large cities, is that the apartments and rented rooms that we do have are disappearing. Apartment buildings are being converted to condos or upgraded to much more expensive rental units. Duplexes get purchased and turned into larger single-family homes.

A major challenge in bridging the gap of rental supply is that, more often than not, purpose-built rental projects don't make economic sense for builders and investors. Ironically, there is no shortage of Canadian investor capital seeking housing investments, particularly large pension funds – but the economics of investing in purpose-built rental in Ontario just don't make sense. So, investments get made in apartment projects in other provinces or countries, or in condo projects that have a better and safer return-on-investment. What can governments do to get that investor capital pointed in the right direction so we can create jobs and get more of the housing we need built?

Some of our earlier recommendations will help, particularly indexing the HST rebate. So will actions by government to require purpose-built rental on surplus government land that is made available for sale. ([Appendix C](#))

Municipal property taxes on purpose-built rental can be as much as 2.5 times greater than property taxes for condominium or other ownership housing.<sup>[24]</sup>

The Task Force recommends:

**37. Align property taxes for purpose-built rental with those of condos and low-rise homes.**

## Make homeownership possible for hardworking Ontarians who want it

Home ownership has always been part of the Canadian dream. You don't have to look far back to find a time when the housing landscape was very different. The norm was for young people to rent an apartment in their twenties, work hard and save for a down payment, then buy their first home in their late twenties or early thirties. It was the same for many new Canadians: arrive, rent, work hard and buy. The house might be modest, but it brought a sense of ownership, stability and security. And after that first step onto the ownership ladder, there was always the possibility of selling and moving up. Home ownership felt like a real possibility for anyone who wanted it.

That's not how it works now. Too many young people who would like their own place are living with one or both parents well into adulthood.

The escalation of housing prices over the last decade has put the dream of homeownership out of reach of a growing number of aspiring first-time home buyers. While 73% of Canadians are homeowners, that drops to 48% for Black people, 47% for LGBTQ people<sup>[5]</sup> (StatsCan is studying rates for other populations, including Indigenous People who are severely underhoused). This is also an issue for younger adults: a 2021 study showed only 24% of Torontonians aged 30 to 39 are homeowners.<sup>[25]</sup>

In Canada, responsibility for Indigenous housing programs has historically been a shared between the federal and provincial governments. The federal government works closely with its provincial and territorial counterparts to improve access to housing for Indigenous peoples both on and off reserve. More than 85% of Indigenous people live in urban and rural areas, are 11 times more likely to experience homelessness and have incidence of housing need that is 52% greater than all Canadians. The Murdered and Missing Indigenous Women and Girls report mentions housing 299 times – the lack of which being a significant, contributing cause to violence and the provision of which as a significant, contributing solution. The Province of Ontario has made significant investments in Urban Indigenous Housing, but we need the Federal Government to re-engage as an active partner.

While measures to address supply will have an impact on housing prices, many aspiring homeowners will continue to face a gap that is simply too great to bridge through traditional methods.

The Task Force recognizes the need for caution about measures that would spur demand for housing before the supply bottleneck is fixed. At the same time, a growing number of organizations – both non-profit and for-profit are proposing a range of unique home equity models. Some of these organizations are aiming at households who have sufficient income to pay the mortgage but lack a sufficient down payment. Others are aiming at households who fall short in both income and down payment requirements for current market housing.



The Task Force heard about a range of models to help aspiring first-time home buyers, including:

- Shared equity models with a government, non-profit or for-profit lender holding a second “shared equity mortgage” payable at time of sale of the home
- Land lease models that allow residents to own their home but lease the land, reducing costs
- Rent-to-own approaches in which a portion of an occupant’s rent is used to build equity, which can be used as a down payment on their current unit or another market unit in the future
- Models where the equity gain is shared between the homeowner and the non-profit provider, such that the non-profit will always be able to buy the home back and sell it to another qualified buyer, thus retaining the home’s affordability from one homeowner to the next.

Proponents of these models identified barriers that thwart progress in implementing new solutions.

- The Planning Act limits land leases to a maximum of 21 years. This provision prevents home buyers from accessing the same type of mortgages from a bank or credit union that are available to them when they buy through traditional homeownership.
- The Perpetuities Act has a similar 21-year limit on any options placed on land. This limits innovative non-profit models from using equity formulas for re-sale and repurchase of homes.
- Land Transfer Tax (LTT) is charged each time a home is sold and is collected by the province; and in Toronto, this tax is also collected by the City. This creates a double-tax in rent-to-own/equity building models where LTT ends up being paid first by the home equity organization and then by the occupant when they are able to buy the unit.
- HST is charged based on the market value of the home. In shared equity models where the homeowner neither owns nor gains from the shared equity portion of their home, HST on the shared equity portion of the home simply reduces affordability.
- Residential mortgages are highly regulated by the federal government and reflective of traditional homeownership. Modifications in regulations may be required to adapt to new co-ownership and other models.

The Task Force encourages the Ontario government to devote further attention to avenues to support new homeownership options. As a starting point, the Task Force offers the following recommendations:

- 38.** Amend the Planning Act and Perpetuities Act to extend the maximum period for land leases and restrictive covenants on land to 40 or more years.
- 39.** Eliminate or reduce tax disincentives to housing growth.
- 40.** Call on the Federal Government to implement an Urban, Rural and Northern Indigenous Housing Strategy.
- 41.** Funding for pilot projects that create innovative pathways to homeownership, for Black, Indigenous, and marginalized people and first-generation homeowners.
- 42.** Provide provincial and federal loan guarantees for purpose-built rental, affordable rental and affordable ownership projects.

# Support and incentivize scaling up housing supply

Our goal of building 1.5 million homes in ten years means doubling how many homes Ontario creates each year. As much as the Task Force’s recommendations will remove barriers to realizing this ambitious goal, we also need to ensure we have the capacity across Ontario’s communities to deliver this new housing supply. This includes capacity of our housing infrastructure, capacity within our municipal planning teams, and boots on the ground with the skills to build new homes.

There is much to be done and the price of failure for the people of Ontario is high. This is why the provincial government must make an unwavering commitment to keeping the spotlight on housing supply. This is also why the province must be dogged in its determination to galvanize and align efforts and incentives across all levels of government so that working together, we all can get the job done.

Our final set of recommendations turns to these issues of capacity to deliver, and the role the provincial government can play in putting the incentives and alignment in place to achieve the 1.5 million home goal.

## Invest in municipal infrastructure

### Housing can’t get built without water, sewage, and other infrastructure

When the Task Force met with municipal leaders, they emphasized how much future housing supply relies on having the water, storm water and wastewater systems, roads, sidewalks, fire stations, and all the other parts of community infrastructure to support new homes and new residents.

Infrastructure is essential where housing is being built for the first time. And, it can be a factor in intensification when added density exceeds the capacity of existing infrastructure, one of the reasons we urge new infrastructure in new developments to be designed for future capacity. In Ontario, there are multiple municipalities where the number one barrier to approving new housing projects is a lack of infrastructure to support them.

Municipalities face a myriad of challenges in getting this infrastructure in place. Often, infrastructure investments are required long before new projects are approved and funding must be secured. Notwithstanding the burden development charges place on the price of new housing, most municipalities report that development charges are still not enough to fully cover the costs of building new infrastructure and retrofitting existing infrastructure in neighbourhoods that are intensifying. Often infrastructure crosses municipal boundaries creating complicated and time-consuming “who pays?” questions. Municipal leaders also shared their frustrations with situations where new housing projects are approved and water, sewage and other infrastructure capacity is allocated to the project – only to have the developer land bank the project and put off building. Environmental considerations with new infrastructure add further cost and complexity. The Task Force recommends:

- 43. Enable municipalities, subject to adverse external economic events, to withdraw infrastructure allocations from any permitted projects where construction has not been initiated within three years of build permits being issued.**
- 44. Work with municipalities to develop and implement a municipal services corporation utility model for water and wastewater under which the municipal corporation would borrow and amortize costs among customers instead of using development charges.**

## Create the Labour Force to meet the housing supply need

### The labour force is shrinking in many segments of the market

You can't start to build housing without infrastructure. You can't build it without people – skilled trades people in every community who can build the homes we need.

The concern that we are already facing a shortage in skilled trades came through loud and clear in our consultations. We heard from many sources that our education system funnels young people to university rather than colleges or apprenticeships and creates the perception that careers in the skilled trades are of less value. Unions and builders are working to fill the pipeline domestically and recruit internationally, but mass retirements are making it challenging to maintain the workforce at its current level, let alone increase it.

Increased economic immigration could ease this bottleneck, but it appears difficult for a skilled labourer with no Canadian work experience to qualify under Ontario's rules. Moreover, Canada's immigration policies also favour university education over skills our economy and society desperately need. We ought to be welcoming immigrants with the skills needed to build roads and houses that will accommodate our growing population.

The shortage may be less acute, however, among smaller developers and contractors that could renovate and build new "missing middle" homes arising from the changes in neighbourhood zoning described earlier. These smaller companies tap into a different workforce from the one needed to build high rises and new subdivisions. Nonetheless, 1.5 million more homes will require a major investment in attracting and developing the skilled trades workforce to deliver this critically needed housing supply. We recommend:

45. Improve funding for colleges, trade schools, and apprenticeships; encourage and incentivize municipalities, unions and employers to provide more on-the-job training.
46. Undertake multi-stakeholder education program to promote skilled trades.
47. Recommend that the federal and provincial government prioritize skilled trades and adjust the immigration points system to strongly favour needed trades and expedite immigration status for these workers, and encourage the federal government to increase from 9,000 to 20,000 the number of immigrants admitted through Ontario's program.

## Create a large Ontario Housing Delivery Fund to align efforts and incent new housing supply

### Build alignment between governments to enable builders to deliver more homes than ever before

All levels of government play a role in housing.

The federal government sets immigration policy, which has a major impact on population growth and many tax policies. The province sets the framework for planning, approvals, and growth that municipalities rely upon, and is responsible for many other areas that touch on housing supply, like investing in highways and transit, training workers, the building code and protecting the environment. Municipalities are on the front lines, expected to translate the impacts of federal immigration policy, provincial guidance and other factors, some very localized, into official plans and the overall process through which homes are approved to be built.

The efficiency with which home builders can build, whether for-profit or non-profit, is influenced by policies and decisions at every level of government. In turn, how many home developers can deliver, and at what cost, translates directly into the availability of homes that Ontarians can afford.



Collectively, governments have not been sufficiently aligned in their efforts to provide the frameworks and incentives that meet the broad spectrum of housing needs in Ontario. Much action, though, has been taken in recent years.

- The Ontario government has taken several steps to make it easier to build additional suites in your own home: reduced disincentives to building rental housing, improved the appeal process, focused on density around transit stations, made upfront development charges more predictable, and provided options for municipalities to create community benefits through development.
- The federal government has launched the National Housing Strategy and committed over \$70 billion in funding.<sup>[26]</sup> Most recently, it has announced a \$4 billion Housing Accelerator Fund aimed at helping municipalities remove barriers to building housing more quickly.<sup>[27]</sup>
- Municipalities have been looking at ways to change outdated processes, rules, and ways of thinking that create delays and increases costs of delivering homes. Several municipalities have taken initial steps towards eliminating exclusionary zoning and addressing other barriers described in this report.

All governments agree that we are facing a housing crisis. Now we must turn the sense of urgency into action and alignment across governments.

### **Mirror policy changes with financial incentives aligned across governments**

The policy recommendations in this report will go a long way to align efforts and position builders to deliver more homes.

Having the capacity in our communities to build these homes will take more than policy. It will take money. Rewarding municipalities that meet housing growth and approval timelines will help them to invest in system upgrades, hire additional staff, and invest in their communities. Similarly, municipalities that resist new housing, succumb to NIMBY pressure, and close off their neighbourhoods should see funding reductions. Fixing the housing crisis is a societal responsibility, and our limited tax dollars should be directed to those municipalities making the difficult but necessary choices to grow housing supply.

In late January 2022, the provincial government announced \$45 million for a new *Streamline Development Approval Fund* to “unlock housing supply by cutting red tape and improving processes for residential and industrial developments”.<sup>[28]</sup> This is encouraging. More is needed.

Ontario should also receive its fair share of federal funding but today faces a shortfall of almost \$500 million,<sup>[29]</sup> despite two thirds of the Canadian housing shortage being in Ontario. We call on the federal government to address this funding gap.

- 48.** The Ontario government should establish a large “Ontario Housing Delivery Fund” and encourage the federal government to match funding. This fund should reward:
- a) Annual housing growth that meets or exceeds provincial targets
  - b) Reductions in total approval times for new housing
  - c) The speedy removal of exclusionary zoning practices
- 49.** Reductions in funding to municipalities that fail to meet provincial housing growth and approval timeline targets.

We believe that the province should consider partial grants to subsidize municipalities that waive development charges for affordable housing and for purpose-built rental.

## **Sustain focus, measure, monitor, improve**

### **Digitize and modernize the approvals and planning process**

Some large municipalities have moved to electronic tracking of development applications and/or electronic building permits (“e-permits”) and report promising results, but there is no consistency and many smaller places don’t have the capacity to make the change.

Municipalities, the provincial government and agencies use different systems to collect data and information relevant to housing approvals, which slows down processes and leaves much of the “big picture” blank. This could be addressed by ensuring uniform data architecture standards.

### **Improve the quality of our housing data to inform decision making**

Having accurate data is key to understanding any challenge and making the best decisions in response. The Task Force heard from multiple housing experts that we are not always using the best data, and we do not always have the data we need.

Having good population forecasts is essential in each municipality as they develop plans to meet future land and housing needs. Yet, we heard many concerns about inconsistent approaches to population forecasts. In the Greater Golden Horseshoe, the forecast provided to municipalities by the province is updated only when the Growth Plan is updated, generally every seven years; but federal immigration policy, which is a key driver of growth, changes much more frequently. The provincial Ministry of Finance produces a population forecast on a more regular basis than the Growth Plan, but these are not used consistently across municipalities or even by other provincial ministries.

Population forecasts get translated into housing need in different ways across the province, and there is a lack of data about how (or whether) the need will be met. Others pointed to the inconsistent availability of land inventories. Another challenge is the lack of information on how much land is permitted and how much housing is actually getting built once permitted, and how fast. The Task Force also heard that, although the Provincial Policy Statement requires municipalities to maintain a three-year supply of short-term (build-ready) land and report it each year to the province, many municipalities are not meeting that requirement.<sup>[30]</sup>

At a provincial and municipal level, we need better data on the housing we have today, housing needed to close the gap, consistent projections of what we need in the future, and data on how we are doing at keeping up. Improved data will help anticipate local and provincial supply bottlenecks and constraints, making it easier to determine the appropriate level and degree of response.

It will also be important to have better data to assess how much new housing stock is becoming available to groups that have been disproportionately excluded from home ownership and rental housing.

### **Put eyes on the crisis and change the conversation around housing**

Ours is not the first attempt to “fix the housing system”. There have been efforts for years to tackle increasing housing prices and find solutions so everyone in Ontario can find and afford the housing they need. This time must be different.

The recommendations in this report must receive sustained attention, results must be monitored, significant financial investment by all levels of government must be made. And, the people of Ontario must embrace a housing landscape in which the housing needs of tomorrow’s citizens and those who have been left behind are given equal weight to the housing advantages of those who are already well established in homes that they own.

- 50.** Fund the adoption of consistent municipal e-permitting systems and encourage the federal government to match funding. Fund the development of common data architecture standards across municipalities and provincial agencies and require municipalities to provide their zoning bylaws with open data standards. Set an implementation goal of 2025 and make funding conditional on established targets.
- 51.** Require municipalities and the provincial government to use the Ministry of Finance population projections as the basis for housing need analysis and related land use requirements.
- 52.** Resume reporting on housing data and require consistent municipal reporting, enforcing compliance as a requirement for accessing programs under the Ontario Housing Delivery Fund.
- 53.** Report each year at the municipal and provincial level on any gap between demand and supply by housing type and location, and make underlying data freely available to the public.
- 54.** Empower the Deputy Minister of Municipal Affairs and Housing to lead an all-of-government committee, including key provincial ministries and agencies, that meets weekly to ensure our remaining recommendations and any other productive ideas are implemented.
- 55.** Commit to evaluate these recommendations for the next three years with public reporting on progress.

# Conclusion

We have set a bold goal for Ontario: building 1.5 million homes in the next 10 years.

We believe this can be done. What struck us was that everyone we talked to – builders, housing advocates, elected officials, planners – understands the need to act now. As one long-time industry participant said, “for the first time in memory, everyone is aligned, and we need to take advantage of that.”

Such unity of purpose is rare, but powerful.

To leverage that power, we offer solutions that are bold but workable, backed by evidence, and that position Ontario for the future.

Our recommendations focus on ramping up the supply of housing. Measures are already in place to try to cool demand, but they will not fill Ontario’s housing need. More supply is key. Building more homes will reduce the competition for our scarce supply of homes and will give Ontarians more housing choices. It will improve housing affordability across the board.

Everyone wants more Ontarians to have housing. So let’s get to work to build more housing in Ontario.

## APPENDIX A:

# Biographies of Task Force Members

**Lalit Aggarwal** is President of Manor Park Holdings, a real estate development and operating company active in Eastern Ontario. Previously, Lalit was an investor for institutional fund management firms, such as H.I.G. European Capital Partners, Soros Fund Management, and Goldman Sachs. He is a past fellow of the C.D. Howe Institute and a former Director of both Bridgepoint Health and the Centre for the Commercialization of Regenerative Medicine. Lalit holds degrees from the University of Oxford and the University of Pennsylvania. He is also a current Director of the Hospital for Sick Children Foundation, the Sterling Hall School and the Chair of the Alcohol & Gaming Commission of Ontario.

**David Amborski** is a professional Urban Planner, Professor at Ryerson University's School of Urban and Regional Planning and the founding Director of the Centre for Urban Research and Land Development (CUR). His research and consulting work explore topics where urban planning interfaces with economics, including land and housing markets. He is an academic advisor to the National Executive Forum on Public Property, and he is a member of Lambda Alpha (Honorary Land Economics Society). He has undertaken consulting for the Federal, Provincial and a range of municipal governments. Internationally, he has undertaken work for the Canadian International Development Agency (CIDA), the World Bank, the Inter-American Development Bank, the Lincoln Institute of Land Policy, and several other organizations in Eastern Europe, Latin America, South Africa, and Asia. He also serves on the editorial boards of several international academic journals.

**Andrew Garrett** is a real estate executive responsible for growing IMCO's \$11+ Billion Global Real Estate portfolio to secure public pensions and insurance for Ontario families. IMCO is the only Ontario fund manager purpose built to onboard public clients such as pensions, insurance, municipal reserve funds, and endowments. Andrew has significant non-profit sector experience founding a B Corp certified social enterprise called WeBuild to help incubate social purpose real estate projects. He currently volunteers on non-profit boards supporting social purpose real estate projects, youth programs and the visual arts at Art Gallery

of Ontario. Andrew sits on board advisory committees for private equity firms and holds a Global Executive MBA from Kellogg School Management and a Real Estate Development Certification from MIT Centre for Real Estate.

**Tim Hudak** is the CEO of the Ontario Real Estate Association (OREA). With a passion and voice for championing the dream of home ownership, Tim came to OREA following a distinguished 21-year career in politics, including five years as Leader of the Progressive Conservative Party of Ontario.

In his role, Tim has focused on transforming OREA into Ontario's most cutting-edge professional association at the forefront of advocacy on behalf of REALTORS® and consumers, and providing world-class conferences, standard forms, leadership training and professional guidance to its Members. As part of his work at OREA, Tim was named one of the most powerful people in North American residential real estate by Swanepoel Power 200 for the last five years. Tim is married to Deb Hutton, and together they have two daughters, Miller and Maitland. In his spare time, Tim enjoys trails less taken on his mountain bike or hiking shoes as well as grilling outdoors.

**Jake Lawrence** was appointed Chief Executive Officer and Group Head, Global Banking and Markets in January 2021. In this role, Jake is responsible for the Bank's Global Banking and Markets business line and strategy across its global footprint. Jake joined Scotiabank in 2002 and has held progressively senior roles in Finance, Group Treasury and Global Banking and Markets. From December 2018 to January 2021, Jake was Co-Group Head of Global Banking and Markets with specific responsibility for its Capital Markets businesses, focused on building alignment across product groups and priority markets to best serve our clients throughout our global footprint. Previously, Jake was Executive Vice President and Head of Global Banking and Markets in the U.S., providing overall strategic direction and execution of Scotiabank's U.S. businesses. Prior to moving into GBM, Jake served as Senior Vice President and Deputy Treasurer, responsible for Scotiabank's wholesale funding activities and liquidity management as well as Senior Vice President, Investor Relations.

**Julie Di Lorenzo** (GPLLM, University of Toronto 2020), is self-employed since 1982, operates one of the largest female-run Real Estate Development Companies in North America. She was instrumental in the Daniel Burnham award-winning Ontario Growth Management Plan (2004) as President of BILD. Julie served as the first female-owner President of GTHBA (BILD) and on the boards of the Ontario Science Centre, Harbourfront Toronto, Tarion (ONHWP), St. Michael's Hospital, NEXT36, Waterfront Toronto, Chair of IREC Committee WT, Havergal College (Co-Chair of Facilities), York School (interim Vice-Chair), and Canadian Civil Liberties Association Board. Julie has served various governments in advisory capacity on Women's issues, Economic Development, Innovation and Entrepreneurship. Awards include Lifetime Achievement BILD 2017, ICCO Business Excellence 2005 & ICCO Businesswoman of the Year 2021.

**Justin Marchand** (CIHCM, CPA, CMA, BComm) is Métis and was appointed Chief Executive Officer of Ontario Aboriginal Housing Services (OAHS) in 2018. Justin has over 20 years of progressive experience in a broad range of sectors, including two publicly listed corporations, a large accounting and consulting firm, and a major crown corporation, and holds numerous designations across financial, operations, and housing disciplines. He was most recently selected as Chair of the Canadian Housing and Renewal Association's (CHRA's) Indigenous Caucus Working Group and is also board member for CHRA. Justin is also an active board member for both the Coalition of Hamilton Indigenous Leadership (CHIL) as well as Shingwauk Kinoomaage Gamig, located in Bawaating. Justin believes that Housing is a fundamental human right and that when Indigenous people have access to safe, affordable, and culture-based Housing this provides the opportunity to improve other areas of their lives.

**Ene Underwood** is CEO of Habitat for Humanity Greater Toronto Area), a non-profit housing developer that helps working, lower income families build strength, stability and self-reliance through affordable homeownership. Homes are delivered through a combination of volunteer builds, contractor builds, and partnerships with non-profit and for-profit developers. Ene's career began in the private sector as a strategy consultant with McKinsey & Company before transitioning to not-for-profit sector leadership. Ene holds a Bachelor of Arts (Honours) from the University of Waterloo and a Master of Business Administration from Ivey Business School.

**Dave Wilkes** is the President and CEO of the Building Industry and Land Development Association of the GTA (BILD). The Association has 1,300 members and proudly represents builders, developers, professional renovators and those who support the industry.

Dave is committed to supporting volunteer boards and organizations. He has previously served on the George Brown College Board of Directors, Ontario Curling Association, and is currently engaged with Black North Initiative (Housing Committee) and R-Labs I+T Council.

Dave received his Bachelor of Arts (Applied Geography) from Ryerson.

## APPENDIX B:

# Affordable Housing

Ontario's affordable housing shortfall was raised in almost every conversation. With rapidly rising prices, more lower-priced market rental units are being converted into housing far out of reach of lower-income households. In parallel, higher costs to deliver housing and limited government funding have resulted in a net decrease in the number of affordable housing units run by non-profits. The result is untenable: more people need affordable housing after being displaced from the market at the very time that affordable supply is shrinking.

Throughout our consultations, we were reminded of the housing inequities experienced by Black, Indigenous and marginalized people. We also received submissions describing the unique challenges faced by off-reserve Indigenous Peoples both in the province's urban centres and in the north.

While many of the changes that will help deliver market housing will also help make it easier to deliver affordable housing, affordable housing is a societal responsibility. We cannot rely exclusively on for-profit developers nor on increases in the supply of market housing to fully solve the problem.

The non-profit housing sector faces all the same barriers, fees, risks and complexities outlined in this report as for-profit builders. Several participants from the non-profit sector referred to current or future partnerships with for-profit developers that tap into the development and construction expertise and efficiencies of the private sector. Successful examples of leveraging such partnerships were cited with Indigenous housing, supportive housing, and affordable homeownership.

We were also reminded by program participants that, while partnerships with for-profit developers can be very impactful, non-profit providers have unique competencies in the actual delivery of affordable housing. This includes confirming eligibility of affordable housing applicants, supporting independence of occupants of affordable housing, and ensuring affordable housing units remain affordable from one occupant to the next.

One avenue for delivering more affordable housing that has received much recent attention is inclusionary zoning. In simple terms, inclusionary zoning (IZ) requires developers to deliver a share of affordable units in new

housing developments in prescribed areas. The previous Ontario government passed legislation in April 2018 providing a framework within which municipalities could enact Inclusionary Zoning bylaws.

Ontario's first inclusionary zoning policy was introduced in fall 2021 by the City of Toronto and applies to major transit station areas. Internationally, inclusionary zoning has been used successfully to incentivize developers to create new affordable housing by providing density bonuses (more units than they would normally be allowed, if some are affordable) or reductions in government fees. Unfortunately, the City's approach did not include any incentives or bonuses. Instead, Toronto requires market-rate fees and charges for below-market affordable units. This absence of incentives together with lack of clarity on the overall density that will be approved for projects has led developers and some housing advocates to claim that these projects may be uneconomic and thus will not get financed or built. Municipalities shared with us their concerns regarding the restriction in the provincial IZ legislation that prohibits "cash in lieu" payments. Municipalities advised that having the option of accepting the equivalent value of IZ units in cash from the developer would enable even greater impact in some circumstances (for example, a luxury building in an expensive neighbourhood, where the cost of living is too high for a low-income resident).

Funding for affordable housing is the responsibility of all levels of government. The federal government has committed to large funding transfers to the provinces to support affordable housing. The Task Force heard, however, that Ontario's share of this funding does not reflect our proportionate affordable housing needs. This, in turn, creates further financial pressure on both the province and municipalities, which further exacerbates the affordable housing shortages in Ontario's communities.

Finally, many participants in Task Force consultations pointed to surplus government lands as an avenue for building more affordable housing and this is discussed in [Appendix C](#).

We have made recommendations throughout the report intended to have a positive impact on new affordable housing supply. We offer these additional recommendations specific to affordable housing:

- Call upon the federal government to provide equitable affordable housing funding to Ontario.
  - Develop and legislate a clear, province-wide definition of “affordable housing” to create certainty and predictability.
  - Create an Affordable Housing Trust from a portion of Land Transfer Tax Revenue (i.e., the windfall resulting from property price appreciation) to be used in partnership with developers, non-profits, and municipalities in the creation of more affordable housing units. This Trust should create incentives for projects serving and brought forward by Black- and Indigenous-led developers and marginalized groups.
- Amend legislation to:
    - Allow cash-in-lieu payments for Inclusive Zoning units at the discretion of the municipality.
    - Require that municipalities utilize density bonusing or other incentives in all Inclusionary Zoning and Affordable Housing policies that apply to market housing.
    - Permit municipalities that have not passed Inclusionary Zoning policies to offer incentives and bonuses for affordable housing units.
  - Encourage government to closely monitor the effectiveness of Inclusionary Zoning policy in creating new affordable housing and to explore alternative funding methods that are predictable, consistent and transparent as a more viable alternative option to Inclusionary Zoning policies in the provision of affordable housing.
  - Rebate MPAC market rate property tax assessment on below-market affordable homes.

## APPENDIX C:

# Government Surplus Land

Surplus government lands fell outside the mandate of the Task Force. However, this question came up repeatedly as a solution to housing supply. While we take no view on the disposition of specific parcels of land, several stakeholders raised issues that we believe merit consideration:

- Review surplus lands and accelerate the sale and development through RFP of surplus government land and surrounding land by provincially pre-zoning for density, affordable housing, and mixed or residential use.
- All future government land sales, whether commercial or residential, should have an affordable housing component of at least 20%.
- Purposefully upzone underdeveloped or underutilized Crown property (e.g., LCBO).
- Sell Crown land and reoccupy as a tenant in a higher density building or relocate services outside of major population centres where land is considerably less expensive.
- The policy priority of adding to the housing supply, including affordable units, should be reflected in the way surplus land is offered for sale, allowing bidders to structure their proposals accordingly.



## APPENDIX D: Surety Bonds

### Moving to surety bonds would free up billions of dollars for building

When a development proposal goes ahead, the developer typically needs to make site improvements, such as installing common services. The development agreement details how the developer must perform to the municipality's satisfaction.

Up until the 1980s, it was common practice for Ontario municipalities to accept bonds as financial security for subdivision agreements and site plans. Today, however, they almost exclusively require letters of credit from a chartered bank. The problem with letters of credit is that developers are often required to collateralize the letter of credit dollar-for-dollar against the value of the municipal works they are performing.

Often this means developers can only afford to finance one or two housing projects at a time, constraining housing supply. The Ontario Home Builders' Association estimates that across Ontario, billions of dollars are tied up in collateral or borrowing capacity that could be used to advance more projects.

Modern "pay on demand surety bonds" are proven to provide the same benefits and security as a letter of credit, while not tying up private capital the way letters of credit do. Moving to this option would give municipalities across Ontario access to all the features of a letter of credit with the added benefit of professional underwriting, carried out by licensed bonding companies, ensuring that the developer is qualified to fulfill its obligations under the municipal agreement.

Most important from a municipal perspective, the financial obligation is secured. If a problem arises, the secure bond is fully payable by the bond company on demand. Surety companies, similar to banks, are regulated by Ontario's Office of the Superintendent of Financial Institutions to ensure they have sufficient funds in place to pay out bond claims.

More widespread use of this instrument could unlock billions of dollars of private sector financial liquidity that could be used to build new infrastructure and housing projects, provide for more units in each development and accelerate the delivery of housing of all types.

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# City of Belleville

Report No: CAO 2023-01

Meeting Date: January 09, 2023



**To:** Mayor and Members of Council  
**Department:** CAO's Office  
**Staff Contact:** Rod Bovay, Chief Administrative Officer

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**Subject: Stirling & District Recreation Centre Agreement Update**

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## Recommendation:

That pursuant to the CAO's report number CAO 2023-01, Stirling & District Recreation Centre Agreement Update, a by-law be prepared for Council's consideration to authorize the Mayor and City Clerk to sign the Agreement on behalf of the Corporation and to affix the corporate seal.

## Strategic Plan Alignment:

Culture and Recreation: Develop multi-purpose, marketable sports and recreation facilities

## Background:

In 1976 the former Township of Thurlow entered into an agreement with the former Village of Stirling, the former Township of Huntington, the former Township of Sidney, and the former Township of Rawdon for the construction and joint use of a new Arena-Recreation Centre in Stirling. The agreement was amended in 2002 to recognize the amalgamations that had occurred in 1998. The amended agreement included the City of Belleville, the Township of Stirling-Rawdon, the City of Quinte West, and the Municipality of Centre Hastings.

Each municipality shares in the capital and maintenance costs based on the percentage of their respective residents usage of the facility. The usage percentage is updated periodically and is currently as follows:

Stirling-Rawdon	- 38.32%
Quinte West	- 34.46%
Centre Hastings	3.61%
Belleville	23.61%

For 2022 the City paid a total of \$51,488.22 as its share of the costs.

**Conclusion:**

The proposed update of the agreement serves to consolidate a number of previous minor amendments and does not alter the original structure or intent of the original agreement. City staff are satisfied that it would be appropriate for Council to approve the updated agreement and authorize the Mayor and City Clerk to authorize the new agreement.

**Approved by:**

Brandon Ferguson, Manager, Finance/Deputy Treasurer  
Matt MacDonald, Director Corporate Services  
Rod Bovay, Chief Administrative Officer

**Status:**

Approved - 04 Jan 2023  
Approved - 05 Jan 2023  
Approved - 05 Jan 2023



# City of Belleville

Corporate Services Department

January 4, 2023

His Worship Mayor Ellis  
and Members of City Council

Ladies and Gentlemen:

RE: CITY COUNCIL PLANNING ADVISORY COMMITTEE PUBLIC  
MEETING MINUTES DATED NOVEMBER 7, 2022

Further to the subject Meeting and as required by Subsection 105 (2) of The Municipal Act, I would report as follows:

- (1) The subject Minutes summarize the evidence and arguments presented and have been circulated to City Council. Also a copy of said Minutes is on file in the City Clerk's Office;
- (2) Any written submissions are on file in the City Clerk's Office;
- (3) There were no findings of fact made by the Planning Committee;
- (4) The recommendations of the Committee are that the matters be dealt with further by the Planning Advisory Committee.

Yours truly,

Matt MacDonald  
Director of Corporate Services/City Clerk

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# OUTREACH & STEWARDSHIP

DATE: DECEMBER 8, 2022

**SUBMITTED BY: MAYA NAVROT  
OUTREACH AND STEWARDSHIP COORDINATOR**

## RECOMMENDED MOTION

THAT, the Outreach & Stewardship Annual Report 2022 be received.

RELATIONSHIP TO STRENGTHENING OUR NATURAL ECOSYSTEMS: A CONTINUING JOURNEY,  
THE QUINTE CONSERVATION 2021 – 2030 STRATEGIC PLAN

This report supports the following pillar set forth in the Strategic Plan: ***Accelerating Advocacy; Advancing Environmental Science; Boosting Well Being; Strengthening Brand Recognition***

<i>Accelerating Advocacy</i>	<i>Advancing Environmental Science</i>	<i>Boosting Well-Being</i>	<i>Strengthening Brand Recognition</i>
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## **2022 STATS:**

- **Stewardship Site Visits = 87**
- **Outreach Programs (Public and School Programs) = 90 Programs & 5588 Reached**
- **Native Plants Planted/Distributed = 17,797**
- **Area Restored = 26,471 m2 (6.54 acres)**

## **SHORELINE STEWARDSHIP VISITS**

Quinte Conservation staff offer shoreline stewardship visits with waterfront property landowners in the QC region. Stewardship staff walk with the landowner(s) and share information pertaining to best practices for waterfront living including well and septic care; shoreline erosion concerns and protection methods; identification of invasive/problematic species with tips for control and removal; species at risk in the area/lake; and provide recommendations for long-term protection of the protection of their property, water, and ecosystem health.

Stewardship staff pre-qualify landowners for various QC landowner grants/programs, such as large-scale tree planting programs and shoreline planting programs. Stewardship staff also promote partner landowner programs including the Managed Forest Tax Incentive Program, BQRAP programming (septic pump program, rain garden grants, buffer planting funding, livestock fencing grants), and other relevant programs.

### **HEALTHY YARDS & AGRICULTURAL LANDS STEWARDSHIP SITE VISITS**

In addition to shoreline site visits, we offer stewardship advice to landowners around naturalization, invasive species best management practices, and tree planting, grasslands restoration, creating pollinator habitat, and connecting them to existing landowner program through partners.

### **STEWARDSHIP SITE VISITS FOR BQRAP PROGRAMMING**

Quinte Conservation Outreach and Stewardship Technician completed 20 site visits for BQRAP landowner programs within the QC region. Programming includes; a rain garden grant program; shoreline buffer planting program; septic pump program. This program is meant to address the quality of water flowing into the Bay of Quinte.

**Stewardship Site Visits Completed: 87**

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### **SHORELINE RESTORATION/PLANTING PROGRAM & SHORELINE PLANTING KITS *Partially Subsidized by Watersheds Canada with a grant from Ontario Community Environment Fund***

Qualifying landowners, following a Shoreline Stewardship Visit, have an option to purchase a customized *Shoreline Planting Kit*. Shoreline Planting Kits were subsidized by Watershed Canada and Ontario Community Environment Fund in 2022. Each kit included: a free site visit and customized planting plan; a minimum of 50 potted native plants including a minimum of 35 trees and shrubs and up to 15 wildflowers and native grasses; hemp fibre mulch mats; mulch; tree protection guards; and a Plant Care Guide, Habitat Creation Guide, Wildflower Garden Guide, and a Lake Protection Handbook.

The 2022 basic kit (50 plants) was at a subsidized landowner cost of \$395. Landowners do have an option to hire QC Stewardship staff to plant the kit for an additional cost. The Shoreline Kits will continue into 2023, with an increase in the kit price to \$425.

In 2022, landowners could apply to offset their Kit price through shoreline planting grants through BQRAP and Lennox and Addington Stewardship Council, if they resided in the qualifying regions.

Shoreline plantings reduce water runoff, stabilize banks and prevent soil erosion, filter out excess nutrients in runoff, establish and connect habitat for a wide array of wildlife. Customized planting plans consider site conditions (light, moisture, soil type) and landowner preferences (access point, views, appeal to wildlife, aesthetics). Learn more here

<https://www.quinteconservation.ca/en/learn-and-get-involved/shoreline-planting.aspx>

**COMMUNITY PLANTING PROGRAM - *Funded through Tree Canada and TDFEF Grants and community donations.***

5 community plantings projects organized/co-organized by QC took place in 2022 fully covered/subsidized through grants – Clarence Bird Park in Belleville (Tree Canada and Belleville Rotary); Jasper Avenue Stormwater Pond in Picton (TDFEF); Co-organized Haig Park Planting with City of Belleville, Green Task Force (TDFEF and Belleville Rotary); Potter’s Creek Pond Edge Planting (TDFEF / Rotary Belleville / Scouts); Humane Society (TDFEF & Rotary Belleville)

**AREA RESTORED: 26,471 m<sup>2</sup> (6.54 acres)**

**TOTAL NUMBER OF PLANTINGS: 5,937**

**TOTAL NUMBER OF SITES PLANTED (PUBLIC & PRIVATE): 13**

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**LOVE YOUR LAKE PROGRAM – EAST LAKE, WEST LAKE, WELLERS BAY – Released Landowner Stewardship Reports with a Stewardship Programming Flyer *Program by Watersheds Canada and in partnership with QC, Friends of Wellers Bay, West Lake South Shore Association, and County Sustainability Group. FUNDED BY DFO Aquatic Species at Risk – More info at [www.LoveYourLake.ca](http://www.LoveYourLake.ca)***

Watersheds Canada and Quinte Conservation received funding support from the Department of Fisheries and Oceans *Habitat Stewardship Program for Aquatic Species at Risk* to carry out a shoreline stewardship program on East Lake, West Lake and Wellers Bay in PEC. Properties on the lakes were assessed from the water using a standardized assessment *Love Your Lake Program* protocol. Landowners received (spring 2022) a personalized property report with recommended actions for improving shoreline and lake health.

The emphasis of this grant is to focus education on actions shoreline property owners can take on their lands to protect wildlife habitat, water quality and species at risk. Support from the Aquatic Species at Risk Habitat Stewardship Program provided funding for staffing through Watersheds Canada to carryout confidential shoreline assessments of each lake by boat using the Love your Lake Program to identify shoreline habitat, vegetation communities, etc. and identify opportunities for landowner stewardship. Data from the shoreline assessments was used to create personalized and confidential stewardship reports that were provided (spring



2022) to each landowner. One final summary report will be provided to QC and the partnering Lake Associations.

In addition, QC staff completed one aquatic vegetation survey on each lake to collect baseline data on the aquatic vegetation community, presence of invasive species and determine need for education/control/monitoring. A report was provided to each Lake Association. Final reports can be found on the QC website and at the links below.

[East Lake Aquatic Vegetation Report](#)

[Wellers Bay Aquatic Vegetation Report](#)

[West Lake Aquatic Vegetation Report](#)

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**VEGETATION SURVEY ON STOCO LAKE *Funded by Stoco Lake Stewardship Committee, Municipality of Tweed***

Watershed monitoring and Stewardship Staff completed an aquatic vegetation survey on Stoco Lake following a request from The Stoco Lake Stewardship Committee, with funding to support the study. The report was released in the summer of 2022 outlining Best Management Practices for invasive species identified and those that may pose a threat in the future. The report is posted on the Quinte Conservation website.

[Stoco Lake Aquatic Vegetation Report](#)

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**COMMUNITY TREES – *Funded by tree sales and Over-the-Counter Tree Subsidy received from Forests Ontario at \$0.25 per tree for select species.***

The *Community Trees* Program in partnership with Municipalities and volunteer-based groups occurred in the spring of 2022. Native trees and shrubs were acquired from a wholesale tree nursery in bareroot form. The trees were sold to participating municipalities and groups for tree giveaway/sale events. Trees were also sold (pre-ordered) to qualifying landowners in a minimum order of 100 trees. Seedlings were also used for planting on municipal and CA lands.

**NUMBER OF TREES/SHRUBS DISTRIBUTED: 11,800**

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## PRAIRIE RESTORATION AT SIDNEY CONSERVATION AREA

A small demonstration planting and habitat restoration was completed at Sidney Conservation area at the back of the red trail. This area contains a small sand plain and a few species associated with prairies in southern Ontario: narrow-leaf pinweed, sweet everlasting, black oak (as well as poverty oatgrass). The oak hills were the eastern extent of the tall grass prairie ecosystem in Ontario.

The area was signed with an interpretive sign educating visitors about a rare environment in our watershed, and the history of the tall prairies in Ontario. Native plants planted include:

New Jersey tea; Big bluestem; Canada wild rye; Little bluestem; Indian grass; Showy tick trefoil; Round headed bush clover; Black-eyed susan; Butterfly milkweed.

An educational video was created and posted on the Quinte Conservation YouTube channel – view here [https://www.youtube.com/watch?v=N1\\_yzdX\\_VNE](https://www.youtube.com/watch?v=N1_yzdX_VNE)

**TOTAL PLANTS: 60 native wildflowers, grasses, and shrubs**

## INTERPRETIVE HIKE SERIES

Between May and October of 2022 Quinte Conservation Outreach and Stewardship staff led 6 interpretive hikes at our conservation areas, and co-led an invasive species walk with the Invasive Species Centre. Each of the interpretive hikes had a sign-up limit of 20, with the exceptions of the Macaulay hike and the Invasive Species hike. Below is a summary of the hikes.

**Sidney CA**, May 7, 2022 - Theme: Spring ephemeral wildflowers. Attendance: 15

**Massassauga Point CA**, June 11, 2022 - Theme: Alvar & bur oak savannah ecosystem, Attendance: 10

**Invasive Species Walking Workshop**, July 9, 2022 - Theme: Invasive Species identification and Management for landowners; Attendance: 26

**Sheffield CA**, July 29, 2022 - Theme: Canadian shield geology and ecosystems., Attendance: 13

**H.R. Frink CA**, August 11, 2022 - Theme: Wetland and Forests, Attendance: 8

**Macaulay Mountain CA**, Date: September 17, 2022 -Theme: Fall migration (Monarchs, Birds, other insects), Attendance: 20

**Vanderwater CA**, Date: October 15, 2022 - Theme: Sustainable Forest Management, Attendance: 5

## **CONSERVATION AREA DISCOVERY DAYS**

Conservation Area Discovery Days were offered in several conservation areas this past summer (HR Frink CA, Potter's Creek CA, Macaulay Mountain CA, Massassauga Point CA). Events were pop-in style family events from 10-3 with a variety of nature-based activities for families to participate in and to learn about the Conservation Area and important the plant and animal life it is home to.

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## **CONSERVATION AREA POP-UPS**

Discovery Pop-Ups were offered in select Conservation Areas throughout the summer as way to connect with the visiting public and share information with them regarding the ecological significant of the Conservation Area, answer questions and concerns visitors may have and collect visitor feedback. The pop-up table contained information and resources for visitors, as well as activities and scavenger hunts for kids.

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**SUPPORTING LAKE ASSOCIATIONS** – Quinte Conservation continues to support local Lake Associations and watershed groups by providing resources for their membership, providing presentations catered to their Lake (virtually and in person in 2022), provide mapping specific to their Lake, and assist with other goals such as water testing and data analysis. Stewardship funding supported the re-stocking of water sampling supplies for their Water Rangers Kits (provided by QC in 2020 and 2021) for Lake groups to further engage in data collection on the Lake. For a listing of local volunteer-based lake and watershed community groups visit <https://www.quinteconservation.ca/en/learn-and-get-involved/volunteer.aspx>

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**TRAIL STEWARDS PROGRAM** – Over 25 volunteers have continued to help maintain 75 kms of trail system through regular checks of QC trails, light pruning, and reporting of concerns to our field team. Since the program inception in late 2018, QC has received over 650 trail reports from volunteers. Learn more about the Adopt-A-Trail Trail Stewards Program <https://www.quinteconservation.ca/en/learn-and-get-involved/adopt-a-trail.aspx>

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**BIRDHOUSE CITY ADOPT-A-BIRDHOUSE PROGRAM** – The volunteers for Birdhouse City have made significant strides towards restoring birdhouses at the site. 61 birdhouses have been fully restored and reinstalled and another 18 are being restored over the winter for installation in

spring of 2023. In 2022, 16 new posts installed and 5 were replaced, and a new entrance sign was printed and installed. Birdhouse City was featured on Amazing Race Canada. \$1,250 was raised through donations in 2022.

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**YOUTH & COMMUNITY OUTREACH – WATERSHED EDUCATION K-12** *Education programs are funded through user fees through visiting classes/schoolboards.*

QC Outreach and Stewardship staff offered programs virtually, on the schoolground, in schools, and at the HR Frink Conservation Area and Potter’s Creek Conservation Area in 2022. Program requests were received and delivered from grades K up to grade 12.

QC has created a new education program called **Introduction to GPS**, after requests were received from several schools and a local school board. Funding to purchase GPS units to offer the program was received from an Enbridge Grant. Learn more about our conservation education programs delivered across the QC watersheds

<https://www.quinteconservation.ca/en/learn-and-get-involved/education-programs.aspx>

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**FOREST THERAPY WALKS**

3 Forest Therapy walks were offered in CAs on a cost-recovery basis - \$25 per participant. ReWild Wellness was hired to lead the sessions in our Conservation Areas (Massassauga CA, Potter’s Creek CA, HR Frink CA). Learn more about Forest Therapy

<https://www.facebook.com/watch/?v=352410089438760>

**OUTREACH PROGRAMS AND PRESENTATIONS OFFERED in 2022**

**TOTAL REACHED = 5588**

**STEWARDSHIP VISITS 2022**

VISIT TYPE	PROPERTY TYPE	Watercourse/Waterfront	Municipality
SHORELINE STEWARDSHIP	residential	BOQ	PEC-Wellington
SHORELINE STEWARDSHIP	residential	Lake Ontario	PEC-Wellington
SHORELINE STEWARDSHIP	agricultural	NA	PEC
AGRICULTURAL-INLAND	agricultural	pond/watercourse	PEC-Consecon
SHORELINE STEWARDSHIP	residential waterfront	Moira Lake	Madoc
SHORELINE STEWARDSHIP	residential waterfront	Lake Ontario	PEC
SHORELINE STEWARDSHIP	Stormwater pond	Stormwater pond/hospital creek/BOQ	PEC
SHORELINE STEWARDSHIP	watercourse planting	Stormwater stream	Belleville
SHORELINE STEWARDSHIP	residential waterfront	Salmon River	Napanee
SHORELINE STEWARDSHIP	agricultural	Lake Ontario	PEC-South Shore
HEALTHY YARDS	residential	NA	Belleville
HEALTHY YARDS	residential	Lake Ontario	PEC - Hillier

NATURAL EDGE & BQRAP	residential	Demorestville Creek	PEC - Demorestville
SHORELINE STEWARDSHIP	residential condo	Moira River	Belleville- Cannifton
SHORELINE STEWARDSHIP	agricultural buffer planting	Clare River & Tributary	Stone Mills
SHORELINE STEWARDSHIP	residential	Salmon River	Tamworth
SHORELINE STEWARDSHIP	residential	Salmon River	Roblin
SHORELINE STEWARDSHIP	residential	Lake Ontario - PEC South Shore	PEC - South Shore
SHORELINE STEWARDSHIP	residential	Wellers Bay/Consecon Creek	PEC - Consecon
STEWARDSHIP	business	Across Moira River	Belleville -Cannifton
SHORELINE STEWARDSHIP	residential	Bay of Quinte	PEC
SHORELINE STEWARDSHIP	residential	Bay of Quinte	Quinte West - Carrying Place
SHORELINE STEWARDSHIP	residential	Stream - Picton	PEC
Large scale tree planting/advice	residential, agricultural	Skootamatta River	Flinton
SHORELINE STEWARDSHIP	residential	Lake Ontario	PEC
SHORELINE STEWARDSHIP	residential	Arden, Big Clear Lake	Arden
SHORELINE STEWARDSHIP	residential	Lake Ontario	PEC
SHORELINE STEWARDSHIP	residential	East Lake	PEC - Cherry Valley
SHORELINE STEWARDSHIP	residential	Hyward Longreach, Bay of Quinte	PEC
SHORELINE STEWARDSHIP	residential	Bay of Quinte	Quinte West-Carrying Place
SHORELINE STEWARDSHIP	residential	East Lake	PEC-Cherry Valley
SHORELINE STEWARDSHIP	residential	Hillier Creek System	PEC-Hillier
Large scale tree planting/advice	residential - 2.3 acres	NA	Centre Hastings
SHORELINE STEWARDSHIP	public	Salmon River	Napanee
SHORELINE STEWARDSHIP	residential	Bay of Quinte	Quinte West
SHORELINE STEWARDSHIP	residential	Bay of Quinte	PEC
SHORELINE STEWARDSHIP	residential	Wellers Bay	PEC
SHORELINE STEWARDSHIP	residential	watercourse draining to salmon river	Tyendinaga
SHORELINE STEWARDSHIP	residential	wetland & Skootamatta river	Finton
SHORELINE STEWARDSHIP	residential	Big Clear Lake	Arden
Large scale tree planting/advice	Public/NFP	NA	PEC-Bloomfield
SHORELINE STEWARDSHIP	municipal	Bay of Quinte	PEC - North Port
SHORELINE STEWARDSHIP	residential	Bay of Quinte	PEC
SHORELINE STEWARDSHIP	residential	Napanee river	Napanee
Large scale tree planting/advice	agricultural	Palliser Creek	Quinte West
Large scale tree planting/advice	agricultural	NA	Stirling-Rawdon
Large scale tree planting/advice	agricultural	NA	Plainfield
Large scale tree planting/advice	agricultural	NA	Roblin
Large scale tree planting/advice	agricultural	NA	Yarker
Large scale tree planting/advice	agricultural	NA	Napanee
Large scale tree planting/advice	agricultural	NA	Tamworth
Large scale tree planting/advice	agricultural	YES - tributary and wetland	PEC - Wellington
Large scale tree planting/advice	agricultural	NA	PEC
Large scale tree planting/advice	agricultural	NA	PEC-Picton
Large scale tree planting/advice	agricultural	NA	PEC - Bloomfield
Large scale tree planting/advice	agricultural	NA	PEC - Bloomfield

Large scale tree planting/advice	agricultural	YES -Watercourse identified	Quinte West/Carrying Place
Large scale tree planting/advice	agricultural	NA	Quinte West/Carrying Place
Large scale tree planting/advice	agricultural	YES	PEC
Large scale tree planting/advice	agricultural	NA	PEC
Large scale tree planting/advice	agricultural	YES – watercourse identified	PEC
Large scale tree planting/advice	agricultural	NA	PEC
Large scale tree planting/advice	agricultural/residential	NA	Marmora
STEWARDSHIP	residential/vacant	NA	Belleville
SHORELINE STEWARDSHIP	residential	East Lake	PEC
SHORELINE STEWARDSHIP	residential	Salmon River	Tyendinaga
STEWARDSHIP	business	NA	PEC
SHORELINE STEWARDSHIP	Community	Potter's Creek	Belleville
SHORELINE STEWARDSHIP	residential	Fish Lake, Demorestville	Demorestville PEC
SHORELINE STEWARDSHIP	residential	Wellers Bay	PEC

OUTREACH PROGRAMMING OFFERED 2022					
Date	Program /Outreach Event	Grade/age	School/Group	GROUP	# of participants
January 11, 2022	Watershed Workshop - Virtual	Grade 4/5	Queen Elizabeth PS	HPEDSB	23
February 9, 2022	Pugnose Shiner SAR Project; East L., West L. Weller's Bay	ADULT	WEBINAR - DFO	DFO & CAs	46
February 10, 2022	QC Who We Are / What We Do/Strategic Plan - Virtual	ADULT	Belleville Group	CFUW	8
February 12, 2022	Outdoor Program - Napanee Brownies	SK-2	Scouts	Boy Scouts	12
February 27, 2022	Outdoor Program - Belleville Brownies	GR 2	Brownies/Girl Guides	Girl Guides	15
March 2, 2022	Seasonal Changes/Spring Water Awareness - Virtual	K	St Michael CS	ALCDSB	25
March 2, 2022	Seasonal Changes/Spring Water Awareness - Virtual	K	Harry J Clarke PS	HPEDSB	25
March 10, 2022	Seasonal Changes/Spring Water Awareness - Virtual	7/8	HPE-Virtual	HPEDSB	12
March 10, 2022	Seasonal Changes/Spring Water Awareness - Virtual	K	Susanna Moodie	HPEDSB	50
March 17, 2022	QC Who We Are / What We Do/Strategic Plan - Virtual	ADULT	Belleville Group	CFUW	50
March 22, 2022	Seasonal Changes/Spring Water Awareness - Virtual	K	Deseronto Public school	HPEDSB	25
March 23, 2022	Schoolyard Program	k	St Peter CS	ALCDSB	15
March 23, 2022	Schoolyard Program	k	St Peter CS	ALCDSB	26
March 24, 2022	Seasonal Changes/Spring Water Awareness - Virtual	K	CML Snyder school	HPEDSB	20
March 25, 2022	Seasonal Changes/Spring Water Awareness - Virtual	K	Foxboro Public School	HPEDSB	25
March 29, 2022	Seasonal Changes/Spring Water Awareness - Virtual	1,2,3	Queen Victoria PS	HPEDSB	20
March 31, 2022	Shoreline Safety - Virtual	1,2,3	Stirling Public school	HPEDSB	60
April 1, 2022	Seasonal Changes/Spring Water Awareness - Virtual	1,2,3	Stirling Public school	HPEDSB	60
April 4, 2022	Kindergarten Program	k	St Mary's Catholic School	ALCDSB	18
April 4, 2022	Nature Art & Nature Connections	2,3	St Mary's Catholic School	ALCDSB	18
April 19, 2022	Watershed Workshop	k	St Gregory Catholic School	ALCDSB	20
April 30, 2022	Community Trees Giveaway Days	Public	Public Event	Community	~
April 30, 2022	Scout Planting Potters Creek CA - POND	Age 6-13	Napanee Valley Scouts	Scouts/Cubs	35
May 1, 2022	Clarence Bird Park Planting Event/ROB	all	Community Volunteers	Community	50
May 3, 2022	Benefits of Trees / Community Planting	GR 3-4 & 7/8	Belleville Christian School	Private School	60
May 5, 2022	Bird house installation/tree plant/Eco/Habitat Enhancement	GR 4-5/7/8	Queen Elizabeth PS	HPEDSB	60

May 6, 2022	Habitats/Ecosystems/Nature Art	GR 1-3	Holy Name of Mary CS	ALCDSB	36
May 7, 2022	Wildflower Hike at Sidney Conservation Area	PUBLIC	PUBLIC	PUBLIC	20
May 10, 2022	Habitats/Ecosystems/Water Stewardship Program	GR 5	Tyendingaga PS	HPEDSB	35
May 12, 2022	Water Stewardship Program	GR 9	Albert College	Private School	18
May 13, 2022	Water Stewardship Program	GR 7/8	St Joseph CS	ALCDSB	22
May 15, 2022	Forest Therapy Walk - Potters Creek CA - Full Moon	public	Potter's Creek CA	PUBLIC	6
May 16, 2022	Habitats / Habitat Enhancement / Conservation	GR 2/3/4	Holy Name of Mary CS	ALCDSB	37
May 17, 2022	Wetland Wonders/Netting/Nature Hike/Nature Art	K	St Michael CS	ALCDSB	20
May 18, 2022	Wetland Wonders/Netting/Nature Hike/Nature Art	K	St Michael CS	ALCDSB	20
May 18, 2022	Watershed Workshops	GR 2 & 3	Foxboro Public school	HPEDSB	50
May 19, 2022	Adaptations/Habitat/Conservation	GR 2	St Joseph Catholic School	ALCDSB	20
May 26, 2022	Tri-County Water Festival	GR 3-5	Water Festival	Community	460
May 27, 2022	Tri-County Water Festival	GR 3-5	Water Festival	Community	480
May 30, 2022	Forest/Field/Stream Habitats-Potters Creek CA	GR 1/2	St Mary's Catholic School	ALCDSB	43
May 31, 2022	Forest/Field/Stream Habitats-Potters Creek CA	GR 3/4	St Mary's Catholic School	ALCDSB	35
May 31, 2022	Jasper Ave Stormwater Pond Planting - community	PUBLIC	PEC planting event	PUBLIC	19
June 2, 2022	Forest/Field/Stream Habitats-Potters Creek CA	GR 4/5	Our Lady of Fatima CS	ALCDSB	27
June 8, 2022	GPS SKILLS PROGRAM	GR 12	BAYSIDE SS	HPEDSB	15
June 9, 2022	GPS SKILLS PROGRAM/MAPPING	GR 5-10	Sagonaska	Sagonaska	60
June 7, 2022	Forest/Field/Stream Habitats	GR 5/6	St Joseph Catholic School	ALCDSB	25
June 10, 2022	Tree planting - Riparian Restoration	GR 12	Bayside SS	HPEDSB	25
June 10, 2022	Discover the BUGS, hike and netting program	K	St Mary Catholic School	ALCDSB	20
June 11, 2022	Alvar & Bur Oak Savanna Hike, Massassauga Point	Public	Massassauga Point CA	Public	9
June 14, 2022	Forest/Field/Stream Habitats	GR 5/6	St Joseph Catholic School	ALCDSB	20
June 17, 2022	BioBlitz with PECFN	Public	Macaulay MNT CA	PEC Municipal	40
June 18, 2022	COB Pollinator Event - Market Square	Public	Market Square, Belleville	Event	75
July 9, 2022	Invasive Species Walking Workshops partnered with OFAH	Public	Delhi Park, Picton	PEC	25
July 10, 2022	Trunk Show Event - Prince Edward County	Public	PEC	Public	100
July 12, 2022	Cherry Beach Kids Camp - Water Protection Program	Age 6-12	Cherry Beach, PEC	PEC	12
July 14, 2022	Conservation Area Discovery Day - Potter's Creek CA	Public	Potter's Creek CA	Public Event	52
July 20, 2022	Conservation Area Discovery POP-UP	Public	Little Bluff CA	Public Event	26
July 27, 2022	Conservation Area Discovery POP-UP	Public	Vanderwater CA	Public Event	15
July 28, 2022	Conservation Area Discovery Day - Macaulay MNT CA	Public	Macaulay Mountain CA Sheffield Conservation Area	Public Event	10
July 29, 2022	Rugged & Magnificent Shield Interpretive Hike	Public	Area	Kaladar	20
August 3, 2022	Conservation Area Discovery POP-UP	Public	Potter's Creek CA	Public	11
August 4, 2022	Conservation Area Discovery Day - Frink Center CA	Public	HR Frink CA	Public	26
August 11, 2022	Conservation Area Discovery Day - Massassauga Point CA	Public	Massassauga Point CA	Public	32
August 11, 2022	Forests & Wetlands of the Frink Interpretive Hike	Public	Frink Center CA	Public	5
August 13, 2022	Kennebec Lake Association AGM	Public	Arden	Public	50
August 16, 2022	Tweed YMCA Kids Camp - Watershed Workshop/ Benthic study program	Day Camp	Tweed Memorial Park	Ages 6-12	12
August 17-18, 2022	Hastings County Plowing Match & Farm Show	Public	Quinte West	Public	1600
August 19, 2022	Loyalist College Day Camp	Day Camp Public/Lake	Loyalist College	Ages 6-12	36
August 20, 2022	Friends of Wellers Bay AGM	Group	Lake Association	Public	50



August 21, 2022	Invasive Species Workshop- Phragmites	Public	Isaiah Tubbs	Public WKSP Camp Program	17
August 26, 2022	Field, Forest & Stream & Nature Art CAMP Program	Ages 7-13	Trenton Rec Plex	Public	36
August 27-28, 2022	Shannonville World's Fair	Public	Tyendinaga	PUBLIC	150
September 6, 2022	Loyalist College's Open Air Market	Public	Belleville	Public event	100
September 10, 2022	Harvest Hastings Event - Plainfield	Public	Quinte West	Agr. Event	50
September 17, 2022	Monarch and Migrants Interpretive Hike	Public	Prince Edward County	Public	25
September 24, 2022	International Plowing Match	Public	Kemptville	Public	NA
September 24, 2022	Community Tree Planting - Haig Park, Belleville	Public	Haig Park	Public	70
September 29, 2022	Watershed Workshops - GR 11	GR 11	Eastside Secondary School	HPEDSB	7
September 30, 2022	Moira River Cleanup Event with BSS GR 11 & GR 12	GR 11-12	Victoria Park, Belleville	HPEDSB	23
October 1, 2022	75th Anniversary - QC Fundraiser	Public	Vanderwater CA	Public	200
October 3, 2022	Girl Guides Outdoor Program - HR FRINK	ages 7-13	HR Frink CA	Girl Guides	23
October 11, 2022	Water Stewardship & Healthy Ecosystems Programs	GR 7-8	Potters Creek CA	HPEDSB	60
October 15, 2022	Healthy Forests Interpretive Walk with T.T.	Public	Vanderwater CA	Public	5
October 17, 2022	Ecosystems, Animal Habitats and Natural Communities	GR 3-4	HR Frink CA	Albert College	20
October 23, 2022	50th Anniversary HR Frink CA FALL FESTIVAL	Public	HR Frink CA	Public	200
October 25, 2022	Habitats/Ecosystems/Habitat Enhancement	GR 4-5/7/8	Potter's Creek CA	ALCDSB Quinte	25
October 26, 2022	Water Stewardship & Healthy Ecosystems Programs	GR 11-12	Potters Creek CA	Christian	30
October 28, 2022	Human Impacts on Ecosystems	GR 4-5 Private	Potters Creek CA	ALCDSB	25
November 27, 2022	Christmas Event at FRINK CUPE (Belleville)	Event	HR Frink CA	Private Event Quinte	NA
December 19, 2022	Quinte Mohawk School	K	Potter's Creek CA	Mohawk	25

5588











BY EMAIL ONLY

Tracy Robinson, CN Rail President and CEO  
 Montreal (Headquarters)  
 935 de La Gauchetiere Street West  
 Montreal, Quebec, Canada  
 H3B 2M9

December 21<sup>st</sup> 2022

**Re: CN Railway Contribution Requirements under the *Drainage Act* and Impacts on Municipal Drain Infrastructure in Ontario**

Dear Tracy Robinson,

Please be advised that at the Regular Council Meeting on December 14<sup>th</sup> 2022, the Council of the Town of Plympton-Wyoming passed the following motion, supporting the Township of Warwick:

***Motion 20***

*Moved by Councillor Mike Vasey*

*Seconded by Councillor Alex Boughen*

*That Council support item 'Q' from Warwick Township regarding CN Railway Contribution Requirements under the Drainage Act.* **Motion Carried.**

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca).

Sincerely,

Erin Kwarciak

Clerk

Town of Plympton-Wyoming

Cc: Elizabeth Cummings, Drainage & Engineering Coordinator, Town of Plympton-Wyoming  
 Lisa Thompson, Minister of Agriculture Food and Rural Affairs,  
 Monte McNaughton, MPP Lambton-Kent-Middlesex  
 Marie-Claude Bibeau, Minister of Agriculture and Agri-Food  
 Daniel Salvatore, CN Manager Public Affairs, Ontario & Atlantic Canada  
 Cyrus Reporter, CN Vice-President, Public, Government and Regulatory Affairs  
 Jonathan Abecassis, CN Media Relations & Public Affairs  
 Gregory Kolz, Director of Government Relations, Railway Association of Canada  
 All Ontario municipalities



# TOWNSHIP OF WARWICK

*"A Community in Action"*

5280 Nauvoo Road | P.O. Box 10 | Watford, ON N0M 2S0

Township Office: (226) 848-3926  
 Watford Arena: (519) 876-2808  
 Website: [www.warwicktownship.ca](http://www.warwicktownship.ca)

Works Department: (519) 849-3923  
 Fax: (226) 848-6136  
 E-mail: [info@warwicktownship.ca](mailto:info@warwicktownship.ca)

## **BY E-MAIL ONLY**

November 16, 2022

Tracy Robinson, CN Rail President and CEO  
 Montreal (Headquarters)  
 935 de La Gauchetière Street West  
 Montreal, Quebec, Canada  
 H3B 2M9

Dear Tracy Robinson:

**Re: CN Railway Contribution Requirements under the *Drainage Act* and Impacts on Municipal Drain Infrastructure in Ontario**

At the October 17, 2022, regular Council meeting Warwick Township Council discussed the continuing impacts of CN's decision not to participate in funding municipal drains in Ontario, as per the *Drainage Act*, and the negative consequences on our community and others in the Province and approved the following resolution to be circulated to CN and related partners:

***WHEREAS municipal drains are considered critical rural infrastructure that support food production, food security, the environment and economic sustainability in rural Ontario;***

***AND WHEREAS the creation, maintenance and contribution requirements towards municipal drain infrastructure are governed by the *Drainage Act*;***

***AND WHEREAS an official from CN Rail has formally communicated to the Township of Warwick that "CN's decision is that it is a federally regulated entity under CTA guidelines, as such, are not governed by provincial regulations";***

***AND WHEREAS the implication that any public utility could become exempt from the financial requirements invalidates the underlying principle that all benefitting from municipal drain projects are required to contribute financially, including all public utilities;***

***AND WHEREAS there are currently at least fifty-five municipal drainage projects in Ontario being impacted by CN's actions and refusal to contribute as per the Drainage Act;***

***AND WHEREAS the Township of Warwick and many rural municipalities have expressed concerns over this CN Rail position to the Ministry of Agriculture and Rural Affairs consistently over at least the past four years;***

***AND WHEREAS the Township of Warwick and other rural municipalities met with Minister Thompson at the Association of Municipalities in Ontario (AMO) on this issue and Minister Thompson has confirmed it remains the Provincial government's position that the Drainage Act does apply to all federally regulated railways;***

***NOW THEREFORE the Council of the Township of Warwick hereby declares as follows:***

***THAT Ontario's Drainage Act is an important piece of legislation used to meet the drainage needs of a variety of stakeholders, including agricultural businesses and ultimately food production, thereby supporting families, neighbours, and thriving communities;***

***AND THAT CN Rail be called upon to act as a partner to municipalities and agriculture in Ontario and reconsider its position that the Drainage Act does not apply to it as a public entity;***

***AND THAT CN Rail contribute to all municipal drains in Ontario, as per section 26 of the Drainage Act, and work to expedite its response timelines to the fifty-five projects currently on hold in Ontario so that the projects impacting the agriculture sector can proceed and be dealt with in a timely manner after years of delay caused directly by CN Rail;***

***AND THAT a copy of this resolution be circulated to Minister of Agriculture Food and Rural Affairs Lisa Thompson, local MPP Monte McNaughton, Minister of Agriculture and Agri-Food Marie-Claude Bibeau, CN Manager Public Affairs, Ontario & Atlantic Canada Daniel Salvatore, the President and CEO of CN Rail Tracy Robinson, Director of Government Relations Railway Association of Canada Gregory Kolz and to all municipalities in Ontario for their support.***

***- Carried.***

Warwick Township Council looks forward to a timely response from CN in the hopes that this issue impacting rural Ontario can be resolved.

Sincerely,

A handwritten signature in cursive script, appearing to read 'A. Gubbels'.

Amanda Gubbels  
CAO/Clerk  
Township of Warwick

Cc:

Lisa Thompson, Minister of Agriculture Food and Rural Affairs,  
Monte McNaughton, MPP Lambton-Kent-Middlesex  
Marie-Claude Bibeau, Minister of Agriculture and Agri-Food  
Daniel Salvatore, CN Manager Public Affairs, Ontario & Atlantic Canada  
Cyrus Reporter, CN Vice-President, Public, Government and Regulatory Affairs  
Jonathan Abecassis, CN Media Relations & Public Affairs  
Gregory Kolz, Director of Government Relations, Railway Association of Canada  
All Ontario municipalities



Hon. Doug Ford, Premier of Ontario  
Hon. Steve Clark, Minister of Municipal Affairs and Housing

SENT BY EMAIL

December 8, 2022

**Re: Opposition to Bill 23, More Homes Built Faster Act**

Further to the meeting on December 6, 2022, the Council of the Corporation of the Municipality of Marmora and Lake passed the following motion:

**MOTION2022-293**

Moved by Councillor Ron Derry  
Seconded by Deputy Mayor Mike Stevens

Be it resolved that the correspondence from the County of Norfolk and the Town of Aurora dated November 17th and November 23rd, 2022, Re Opposition to Bill 23, More Homes Built Faster Act, 2022 be received; and

Further that Council of the Municipality of Marmora and Lake supports the resolution from the County of Norfolk and the Town of Aurora to request that the Government of Ontario halt the legislative advancement of Bill 23, More Homes Built Faster Act, 2022 to enable fulsome consultation with Municipalities and to request the Ministry of Municipal Affairs and Housing extend the commenting period for all components of the proposed Bill 23 to at least January 15, 2023 to allow for a more informed consultation period; and

Further that this resolution be circulated to the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Honourable Doug Ford, Premier of Ontario and all Ontario Municipalities.

**Carried**

I trust this is the information you require, however, should additional clarification be required do not hesitate to contact me at your convenience.

Sincerely,

Jennifer Bennett,  
Deputy Clerk/Communications Director  
613-472-2629 ext. 2232  
[jbennett@marmoraandlake.ca](mailto:jbennett@marmoraandlake.ca)

Copy: Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities

Municipality of Tweed Council Meeting  
Council Meeting



Resolution No. 1763  
Title: Resolution Re: Natural Gas Prices  
Date: Wednesday, December 14, 2022

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Moved by J. Flieler  
Seconded by J. DeMarsh

WHEREAS the price of natural gas is critical to the day-to-day cost of living for many residents of Ontario;  
AND WHEREAS the price of natural gas plays a large role in establishing a competitive business climate;  
AND WHEREAS some residents in Ontario consistently experience higher natural gas bills that are a result of transporting fuel and forecasted pricing models;  
AND WHEREAS the Ontario Energy Board (OEB) has the authority to regulate natural gas prices;  
NOW THEREFORE BE IT RESOLVED that the Council for the Municipality of Tweed hereby petitions the Ontario Energy Board to regulate natural gas bill costs to levels that are affordable and profitable as in jurisdictions within Ontario that have lower costs;  
AND FURTHER, that Council directs the Clerk to ensure that a copy of this Resolution be provided to the Premier of Ontario, the Minister of Energy, all Ontario Municipalities (for support), the Ontario Energy Board, Enbridge Gas Inc., and the Association of Municipalities of Ontario (AMO);  
AND FURTHER, that all Resolutions of support received by the Municipality of Tweed be submitted to the Ontario Energy Board (OEB) and Enbridge Gas Inc.

**Carried**

Don Dotenara  
Mayor



Office of the City Clerk

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December 15, 2022

Via email: [premier@ontario.ca](mailto:premier@ontario.ca)

**The Honourable Doug Ford**  
**Premier of Ontario**  
Legislative Building  
Toronto, ON M7A 1A1

Dear Premier:

**Re: Kingston City Council Meeting, December 6, 2022 – New Motion 5 –  
Resource Recovery and Circular Economy Act, 2016**

---

At the regular meeting on December 6, 2022, Council approved New Motion 5 with respect to request to the Resource Recovery and Circular Economy Act, 2016. At the same meeting, the following resolution was approved:

**Whereas** Municipal governments support the Province's implementation of outcomes-based policies to move responsibility for end-of-life management of designated products and packaging to producers who are the most able to affect system change; and

**Whereas** these policies can improve environmental outcomes, provide new jobs and grow Ontario's economy; and

**Whereas** outcomes-based policies require clear consequences for non-compliance that can be administered in an effective and efficient manner; and

**Whereas** Administrative penalties are a cost-effective tool for the regulator to hold polluters accountable, so there is less burden on the courts and taxpayers; and

**Whereas** the Resource Productivity and Recovery Authority does not have Administrative Penalties which is impacting the ability of the regulator to ensure compliance with the regulations under the Resource Recovery and Circular Economy Act, 2016; and



**Whereas** data provided by Resource Productivity and Recovery Authority shows there is a currently a backlog of over 2,000 cases of potential non-compliance and almost 200 known instances of non-compliance; and

**Whereas** the Resource Productivity and Recovery Authority has found battery producers non-compliant for collection accessibility and processing; and

**Whereas** the largest waste diversion program, the Blue Box, sees the first communities transition in a few months, ensuring the Regulator has appropriate enforcement tools to ensure servicing and outcomes are met is critical for a smooth transition for Ontarians;

**Therefore Be It Resolved That** the City of Kingston calls on the Provincial government to promptly pass an Administrative Penalties regulation under the Resource Recovery and Circular Economy Act, 2016; and

**That** this resolution be circulated to the Premier of Ontario, the Minister of the Environment, Conservation and Parks, MPP Ted Hsu, MPP John Jordan, the Association of Municipalities of Ontario, and all Municipalities in Ontario for their consideration and support.

Yours sincerely,



John Bolognone  
City Clerk  
/nb

C.C. Minister of the Environment, Conservation & Parks  
Ted Hsu, MPP for Kingston & the Islands  
John Jordan, MPP for Kingston, Frontenac Lanark  
AMO  
All Ontario Municipalities

**THE CORPORATION OF THE CITY OF BELLEVILLE**

**BY-LAW NUMBER 2023-01**

**A BY-LAW TO APPOINT A TREASURER FOR THE CORPORATION OF THE CITY OF BELLEVILLE**

WHEREAS Subsection 286 (1) of the Municipal Act 2001, S.O. 2001 C25 provides that the Council of a municipality shall appoint a Treasurer;

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:**

- 1) THAT Brandon Ferguson, Director of Finance is hereby appointed Treasurer for the Corporation of the City of Belleville, the said appointment to be effective as of the 1<sup>st</sup> day of January, 2023.
- 2) THAT the duties of the Treasurer shall be as set forth in Subsection 286(1) of the Municipal Act 2001, S.O. 2001 C25 and other relevant Provincial Statutes and as established by post description.
- 3) THAT the Treasurer shall receive such annual remuneration as Council may fix from time to time.
- 4) THAT By-Law Number 2019-94 and all other by-laws or parts of other by-laws inconsistent with this by-law are hereby rescinded.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9<sup>th</sup> day of **January 2023**.

Read a second time this 9<sup>th</sup> day of **January 2023**.

Read a third time and finally passed this 9<sup>th</sup> day of **January 2023**.

\_\_\_\_\_  
NEIL R. ELLIS

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MATT MACDONALD

\_\_\_\_\_  
CITY CLERK

**THE CORPORATION OF THE CITY OF BELLEVILLE  
BYLAW NUMBER 2023-02**

**A BYLAW TO AMEND BYLAW NUMBER 3014, BEING A BYLAW TO REGULATE  
THE USE OF LAND AND THE HEIGHT, BULK, LOCATION, SIZE, FLOOR AREA,  
SPACING, CHARACTER AND USE OF BUILDINGS**

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS  
FOLLOWS:

1. THAT Schedule "A4" of Bylaw 3014, as amended, is hereby amended by rezoning a portion of the land municipally known as 329 Airport Parkway, City of Belleville, County of Hastings, from Prime Agriculture (PA) Zone to Prime Agriculture (PA-58) Zone, Rural Residential (RR-73) Zone and Rural Residential (RR) Zone, as conditions of Consent Applications B30/22 and B31/22; and shown on the zoning map attached hereto as Appendix 1.

2. THAT Bylaw 3014, as amended, shall be and the same is hereby amended, by adding a new subsection 5.230 as follows:

(5.230) Notwithstanding the provisions of subsections 6.19.1 and 6.19.1.5.2, within the area zoned PA-58 a single detached dwelling shall not be permitted, the housing of livestock in the existing structures at the time of passing of this Bylaw shall be prohibited, and the minimum lot frontage shall be 91.1 metres..

3. That Bylaw 3014, as amended, shall be and the same is hereby amended, by adding a new subsection 6.5.9.15 as follows:

(6.5.9.15) Notwithstanding the provisions of subsection 6.5.2.9.3, within the area zoned RR-73 the minimum required interior side yard width from the eastern property boundary shall be 4.0 metres

4. THIS Bylaw shall come into force and take effect on the day of passing thereof provided no notice of appeal is filed pursuant to the provisions of the Planning Act, R.S.O. 1990, as amended. In the event that an appeal is filed, this Bylaw shall come into force and take effect in accordance with the provisions of the Planning Act, R.S.O. 1990.

Read a first time this **9<sup>th</sup>** day of **January, 2023**.

Read a second time this **9<sup>th</sup>** day of **January, 2023**.

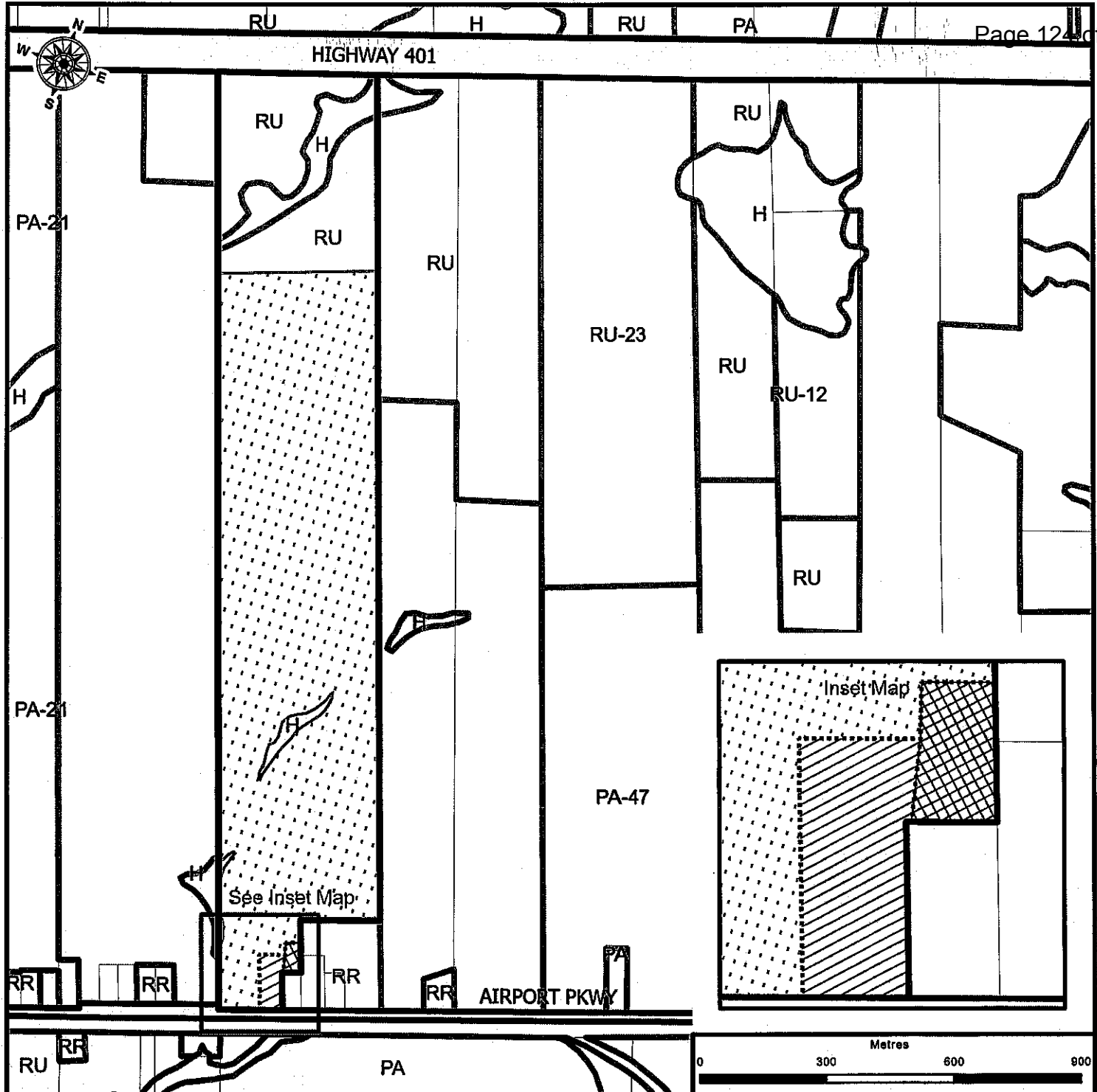
Read a third time and finally passed this **9<sup>th</sup>** day of **January, 2023**.

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NEIL ELLIS, MAYOR

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MATT MACDONALD  
CITY CLERK



# ZONING MAP

APPENDIX 1 2023-02  
TO BY-LAW

**LOCATION:** 329 Airport Parkway

-  - SUBJECT LANDS
-  - ZONING CHANGE TO RURAL RESIDENTIAL (RR-73) ZONE
-  - ZONING CHANGE TO RURAL RESIDENTIAL (RR) ZONE
-  - ZONING CHANGE TO PRIME AGRICULTURE (PA-58) ZONE



**CITY OF BELLEVILLE**  
ENGINEERING & DEVELOPMENT  
SERVICES DEPARTMENT

**THE CORPORATION OF THE CITY OF BELLEVILLE  
BYLAW NUMBER 2023-03**

**A BYLAW TO AMEND BYLAW NUMBER 3014, BEING A BYLAW TO REGULATE  
THE USE OF LAND AND THE HEIGHT, BULK, LOCATION, SIZE, FLOOR AREA,  
SPACING, CHARACTER AND USE OF BUILDINGS**

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS  
FOLLOWS:

1. THAT Schedule "A6" of Bylaw 3014, as amended, is hereby amended by rezoning a portion of the lands municipally known as Concession 7, Part Lot 4, Part 1 of Plan 21R-10223, formerly Township of Thurlow, now City of Belleville, County of Hastings, from Rural (RU) Zone to Rural Residential (RR) Zone, as a condition of Consent Application B36/22 and shown on the zoning map attached hereto as Appendix 1.
2. THIS Bylaw shall come into force and take effect on the day of passing thereof provided no notice of appeal is filed pursuant to the provisions of the Planning Act, R.S.O. 1990, as amended. In the event that an appeal is filed, this Bylaw shall come into force and take effect in accordance with the provisions of the Planning Act, R.S.O. 1990.

Read a first time this **9<sup>th</sup>** day of **January, 2023**.

Read a second time this **9<sup>th</sup>** day of **January, 2023**.

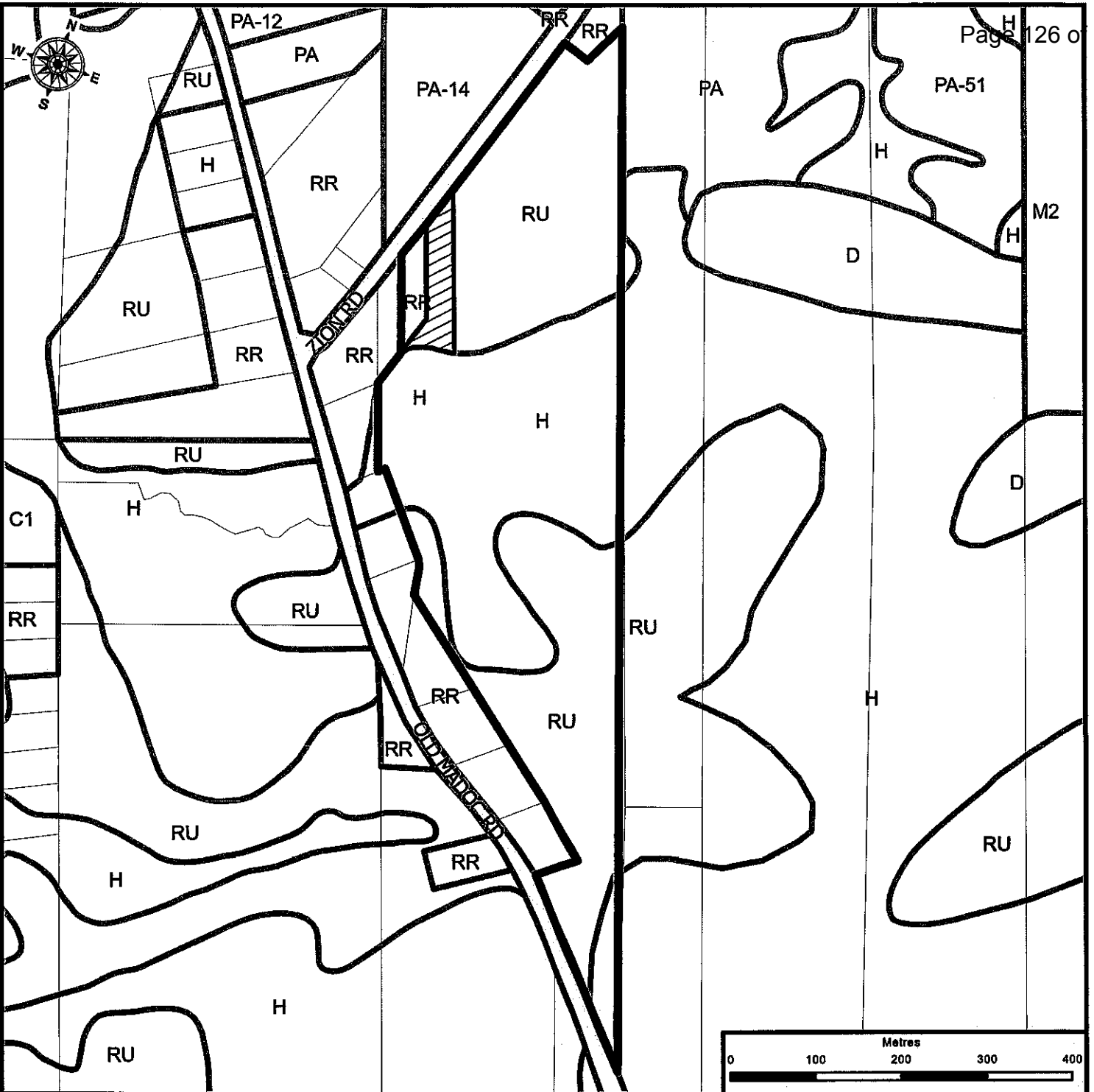
Read a third time and finally passed this **9<sup>th</sup>** day of **January, 2023**.

---

NEIL ELLIS, MAYOR

---

MATT MACDONALD  
CITY CLERK



# ZONING MAP

APPENDIX 1 2023-03  
TO BY-LAW

LOCATION: THURLOW CON 7 PT LOT 4 RP;21R10223 PT PART 1

 - SUBJECT LANDS

 - ZONING CHANGE TO RURAL RESIDENTIAL (RR) ZONE



**THE CORPORATION OF THE CITY OF BELLEVILLE**

**BY-LAW NUMBER 2023-04**

**A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF AN ACCESS AND UTILITIES EASEMENT AGREEMENT BETWEEN MCDONALD'S RESTAURANTS OF CANADA LIMITED AND 2335213 ONTARIO INC. AND THE CORPORATION OF THE CITY OF BELLEVILLE**

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of an Access and Utilities Easement Agreement between McDonald's Restaurants of Canada Limited and 2335213 Ontario Inc and The Corporation of the City of Belleville (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Access and Utilities Easement Agreement between McDonald's Restaurants of Canada Limited and 2335213 Ontario Inc and The Corporation of the City of Belleville, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9<sup>th</sup> day of **January 2023**.

Read a second time this 9<sup>th</sup> day of **January 2023**.

Read a third time and finally passed this 9<sup>th</sup> day of **January 2023**.

---

NEIL R. ELLIS

---

MAYOR

---

MATT MACDONALD

---

CITY CLERK

THIS ACCESS EASEMENT AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**McDONALD'S RESTAURANTS OF CANADA  
LIMITED**

a corporation incorporated and existing under the laws  
of the Province of Ontario

(**"McDonald's"**)

- and -

**2335213 ONTARIO INC.**

a corporation incorporated and existing under the laws of the  
Province of Ontario

(the **"Adjacent Owner"**)

- and -

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

a municipal corporation incorporated and existing under the laws of  
the Province of Ontario

(**"The City"**)

**ACCESS AND UTILITIES EASEMENT AGREEMENT**

**WHEREAS :**

- A.** McDonald's is the registered owner of those lands and premises legally described on Schedule "A" hereto and designated thereon and herein as the **"McDonald's Lands"**;
- B.** the Adjacent Owner is the registered owner of those lands and premises legally described on Schedule "A" hereto and designated thereon and herein as the **"Hotel Lands"**;
- C.** the McDonald's Lands benefit from certain easements and rights-of-way, including a right-of-way in which the Adjacent Owner has provided water, gas, electric, telephone, cable television, and storm and sanitary sewer infrastructure located on the Hotel Lands (the **"McDonald's Utilities Easement"**) granted pursuant to a Severance Agreement dated October 9, 2014 and instrument HT131409 over such portion of the Hotel Lands more particularly described in such Severance Transfer (the **"Easement Area"**);
- D.** the City is the owner of certain municipal infrastructure (the **"Municipal Facilities"**) located within City owned lands and connected to the Hotel Lands upon which McDonald's rights under the McDonald's Utilities Easement are dependent;
- E.** McDonald's, the Adjacent Owner and the City wish to formalize their respective rights and obligations in respect of the Easement Area, the McDonald's Lands and the Municipal Facilities and



Shared Facilities (as the two latter terms are hereinafter defined);

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the payment of Ten Dollars (\$10.00) from each party hereto to the other, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the provisions of this Agreement to be performed, kept and observed by the parties as herein provided, **THE PARTIES AGREE** :

## 1. DEFINITIONS

1.01 In this Agreement:

- (a) **"Agreement"** means this Access and Utilities Easement Agreement and all amendments thereto, together with all the above recitals and schedules attached hereto;
- (b) **"Business Day"** means a day of the week other than Saturday, Sunday or a statutory holiday in the Province of Ontario;
- (c) **"Business Hours"** means 8:30 a.m. to 4:30 p.m. on a Business Day;
- (d) **"Effective Date"** means the date at the top of this Agreement;
- (e) **"Force Majeure"** means any acts of God, strikes, lock-outs or other industrial disturbances, sabotage, riots, civil disturbances, lightning, quakes, floods, storms, fires, explosions, pandemics, breakage, accident to machinery, inability to obtain materials or equipment, any legislative, judicial, administrative action including national insurances, protocols, policies and requirements arising from any health emergency, and any other act, omission or event not within the control of the parties hereto which by exercise of due diligence by such party could not have been prevented;
- (f) **"LRO"** means the land registry office for the Registry Division of the County of Hastings (No. 21);
- (g) **"McDonald's Lands Facilities"** means pipes, conduits, valves, insulations, pumping apparatus, meters and related equipment, devices and equipment connected therewith or connecting to the Shared Facilities located on the McDonald's Lands and exclusively serving the McDonald's Lands and used for supply of water to the McDonald's Lands and the removal of **storm water and** sanitary waste and waste water from the McDonald's Lands;
- (h) **"Party"** means McDonald's, the Adjacent Owner or the City, as the context may require, and **"Parties"** means all of the foregoing; and
- (i) **"Shared Facilities"** the pipes, conduits, valves, drains, pumping apparatus, meters and related equipment, devices and equipment connected therewith located on, in and under and serving the Hotel Lands and the McDonald's Lands as well as those facilities connecting the Shared Facilities to the Municipal Facilities and used for supply of water to the Hotel Lands and McDonald's Lands and the removal of **storm water and** sanitary waste and waste water from the Hotel Lands and the McDonald's Lands.

## 2. TERMS OF AGREEMENT

2.01 McDonald's, the Adjacent Owner and the City agree that this Agreement and the rights and privileges granted herein comes into full force and effect on the Effective Date and continue in perpetuity until McDonald's and the Adjacent Owner agree in writing to terminate this Agreement.

## 3. PARAMOUNTCY

3 McDonald's and the Adjacent Owner parties reciprocal covenants in Operating Agreement dated September 14, 2022 (the "REOA"). McDonald's and the Adjacent Owner agree that notwithstanding the provisions of the REOA, notice of which was registered in the LRO against each of the McDonald's Lands and the Hotel Lands as Instrument No. [insert instrument number]<sup>1</sup>, this Agreement shall govern in respect of all matters contemplated by this Agreement and in the case of any conflict between the provisions of the REOA and this Agreement, the provisions of this Agreement shall prevail.

## 4 G

### 4.01 Exercise and Enforcement of Rights

Each of McDonald's, the Adjacent Owner and the City shall perform its obligations, if any, under this Agreement and shall, except as otherwise expressly provided, act reasonably in the exercise and the enforcement of its rights under this Agreement. Each right shall, except as otherwise expressly provided, be exercisable and enforceable from time to time.

### 4.02 Headings, Divisions and Sections

The headings of any Article or Section are inserted for convenience only and do not form part of this Agreement. All references in this Agreement to Articles and Sections are to those in this Agreement. The Schedules to this Agreement form a part hereof.

### 4.03 Relationship of Parties

Nothing in this Agreement shall be deemed to create or be construed as creating the relationship of principal and agent or a partnership or a joint venture between or amongst the Parties or any of them. Neither the Adjacent Owner nor McDonald's shall, as a result of either this Agreement or its ownership of the Hotel Lands or the McDonald's Lands, as the case may be, have any fiduciary obligations to the other of such Parties.

### 4.04 Nature of Rights

The easements and rights in the nature of easements between McDonald's and the Adjacent Owner created in the McDonald's Utilities Easement, and as re-stated in this Agreement, are interests in the parts of the lands as shown in (a) the Reference Plan attached as Schedule "B" (showing the Easement Area) and (b) the draft Site Servicing Plan attached as Schedule "C" which (a) shows the water connection (outlined in blue)

<sup>1</sup> To be inserted. The Agreement was returned and re-registered.

and (b) the sanitary connection (outlined in green) to which the McDonald's Lands Facilities will be connected. Each right of access and use of a Party permitted under this Agreement shall be exercisable by the respective employees, authorized representatives, servicemen, contractors, subcontractors, mechanics, repairmen and agents of such Party.

#### 4.05 **Governing Law**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each of the Parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

### 5. **MCDONALD'S UTILITIES EASEMENT**

5 The Adjacent Owner, for itself and on behalf of its successors and assigns, hereby transfers and grants to McDonald's, its successors and assigns, for the benefit of each of them and their respective employees and authorized representatives, in perpetuity, (save as set out in McDonald's Utilities Easement) uninterrupted and non-exclusive surface and sub-surface right, privilege and easement in and use of the utilities located in the Easement Area and to enter over, along, upon and beneath the Easement Area for the purposes of the construction of the McDonald's Lands Facilities; the connection of such facilities to the Shared Facilities; the repair, maintenance and replacement of the McDonald's Lands Facilities and such other purposes as are set out in this Agreement.

5 use by McDonald's of the Easement Area for the purposes of construction, connection, repair, maintenance and repair of the McDonald's Lands Facilities (but not use by McDonald's of the Easement Area for the supply of water to and the removal of effluent from the McDonald's Lands, which shall be unrestricted<sup>2</sup>) shall be subject to reasonable regulations, restrictions, security and temporary closures (including those necessitated by the Adjacent Owner or the maintenance provided in Article 7) by the Adjacent Owner.

### 6 **McDONALD'S AND THE ADJACENT OWNER**

6 The Adjacent Owner covenants and agrees that it shall not:

- (a) any act or thing that would damage the Easement Area or the Shared Facilities, or which could interfere in any way with McDonald's rights pursuant to this Agreement;
- (b) change or permit a change to be made to the Shared Facilities in such a manner that could interfere in any way with McDonald's rights pursuant to this Agreement or cause damage to the McDonald's Lands or any improvements thereon; or
- (c) build, erect, plant or maintain or permit to be built, erected, planted or maintained on the Easement Area any building, fence, structure, tree, shrub, vegetation, landscaping or other works which could interfere in any way with McDonald's

<sup>2</sup> NTD – Wayne, in response to your question, we don't want our use of the water or sewer services to be constrained by rules promulgated by the Adjacent Owner; only the use of the McDonald's Lands Sewer Easement for construction and repair, etc. of the McDonald's Lands (and water) facilities may be governed by such rules. I've added some language which, hopefully, clarifies this. UNDERSTOOD.  
LEGAL\_40056871.3

rights pursuant to McDonald's Utilities Easement or this Agreement, except such temporary works as may be necessary for the purpose of maintenance as provided in Article 7 of this Agreement.

6 subject to the provisions of Section 6.01 above, McDonald's hereby covenants and agrees to indemnify and save harmless the Adjacent Owner from and against all demands, claims, causes of actions, judgments, losses or expenses (including solicitors' fees on a full indemnity basis) for injury to persons, loss of life or damage to property arising from the easements granted herein by the Adjacent Owner to McDonald's, except to the extent caused by the negligence or wilful misconduct of the Adjacent Owner or its employees, contractors, subcontractors and invitees, and those for whom the Adjacent Owner is responsible in law.

6.03 McDonald's shall maintain public liability insurance and property insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the use of the Easement Area and utilities by McDonald's and its employees, agents, contractors, licensees, customers and invitees and those for whom McDonald's is responsible in law. Such insurance shall be carried by a reputable insurance company or companies qualified to do business in the Province of Ontario and having limits for loss of life, bodily injury or property damage in amounts and on standard commercial terms as would be then maintained by a prudent land or business owner, in the amounts of not less than \$5,000,000 for each person and \$5 million for each occurrence. The aforementioned insurance shall: (a) name the Adjacent Owner and its mortgagee (as disclosed to McDonald's) and the City as loss payees and additional insureds as their respective interests may appear; (b) include a provision that the policy is primary and non-contributory to any liability insurance available to the Adjacent Owner as well as waive subrogation against the Adjacent Owner and its mortgagees, directors, employees and those for whom the Adjacent Owner is responsible in law; and (c) shall be subject to reasonable amendments as requested by the Adjacent Owner with respect to the then current market conditions for such insurance, including amounts and deductibles. McDonald's shall on request provide to the Adjacent Owner and/or the City certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section.

6.04 Adjacent Owner shall maintain public liability insurance and property insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the operation or malfunction of utilities and facilities being located on the Hotel Lands, in amounts which the City, acting reasonably, shall from time to time determine as being reasonable and sufficient, with the cost and allocation of deductibles of the insurance relating to the Shared Facilities allocated between the Adjacent Owner and McDonald's as determined by the Adjacent Owner, acting reasonably.

6.05 On each anniversary of the policy date for the insurance required to be carried pursuant to this Section, each of McDonald's and the Adjacent Owner shall, on prior request therefor in respect of each such anniversary, provide to the other Party and to the City certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section.

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McDonald's shall be responsible, at its own expense, for the operation, maintenance,

repair and replacement of the McDonald's Lands Utilities and keeping for keeping such facilities in good working order in compliance with applicable safety requirements.

7. The Adjacent Owner shall be responsible, subject to Section 7.03 below, for the operation, maintenance, repair and replacement of the Shared Facilities, and, in any case, for keeping such facilities in good working order in compliance with applicable safety requirements.

7.03. The cost of the operation, maintenance, repair and replacement of the Shared Facilities as aforesaid shall be shared equally between McDonald's and the Adjacent Owner, with McDonald's fifty percent (50%) share of such expenses to be payable within ten (10) Business Days of McDonald's receipt of an invoice therefor, together with sufficient back-up information (as may be reasonably requested by McDonald's) to support such invoice. Notwithstanding the foregoing, in the event that the Adjacent Owner does not fulfill its obligation of operation, maintenance, repair or replacement of the Shared Facilities, and such failure imperils or may imperil McDonald's operation of its business on the McDonald's Lands and continues for a period of thirty (30) days after written notice from McDonald's, or such shorter period as may be required in an emergency, McDonald's shall have the right (but not the obligation) in its sole discretion and in compliance with the terms of the McDonald's Utilities Easement, to access the Shared Facilities for such purposes and fifty percent (50%) of all costs incurred by McDonald's with respect to such access and work, plus an administration fee equal to twenty percent (20%) of the total of such costs, shall be payable by the Adjacent Owner within fourteen (14) days of written demand therefor by McDonald's.

7.04. The Adjacent Owner shall be responsible for the cleaning, maintenance, and repair of the Easement Area and the Shared Facilities, including maintaining access thereto, lighting, resurfacing, and snow and ice removal, as applicable. McDonald's shall pay fifty percent (50%) of the costs of cleaning, maintenance and repair incurred by the Adjacent Owner in discharging its obligations set out in this Section 7.04, with reimbursement to be made by McDonald's, to the Adjacent Owner within ten (10) Business Days after being invoiced by the Adjacent Owner. Notwithstanding the foregoing, McDonald's shall be entitled to request, and the Adjacent Owner shall in such event provide, sufficient back-up information to substantiate the amounts claimed in respect of such cleaning, maintenance and repair. In the event that the Adjacent Owner does not fulfill its obligation of cleaning, maintenance and repair of the Easement Area as aforesaid and such failure continues for thirty (30) days (or such shorter period as may be required in an emergency) after written notice from McDonald's, McDonald's shall have the right in its sole discretion to access the Easement Area and the Shared Facilities (without such entry being deemed a trespass) to perform such cleaning, maintenance and repair work, and the Adjacent Owner shall pay fifty percent (50%) of all costs incurred by McDonald's in performing such cleaning, maintenance or repair work, plus an administration fee equal to twenty percent (20%) of the total of such costs, within fourteen (14) days of McDonald's written demand therefor.

7.05. If the Adjacent Owner is late in the payment of any amounts to be paid to McDonald's as contemplated in this Article 7, then such amount shall bear interest from the due date thereof until paid in full at the annual Royal Bank of Canada prime commercial lending rate plus three (3%) percent annually, calculated on a monthly basis, until paid in full.

7.06. McDonald's and the Adjacent Owner agrees that any work to be undertaken by it pursuant to this Article 7 shall be performed so as to minimize disruptions to the business of the Adjacent Owner on the Hotel Lands or the business of McDonald's on



the McDonald's Lands, as the case may be, and so as to ensure continued access to and use of utilities within the Easement Area by McDonald's and its employees, agents, contractors and invitees.

7.07 Notwithstanding anything contained in this Agreement to the contrary, McDonald's and the Adjacent Owner agree that this Agreement is not intended to address the utility costs incurred by McDonald's and the Adjacent Owner, respectively, arising from the use by such Parties of utilities or the McDonald's Lands utilities. In connection with the foregoing, McDonald's shall arrange with the City for the installation of a meter on the McDonald's Lands to measure the consumption of water thereon as well as the measurement of storm water and sanitary outfall from the McDonald's Lands. The Adjacent Owner shall arrange with the City for the installation of meter on the Hotel Lands to measure the consumption of water thereon as well as the measurement of storm water and sanitary outfall from the Hotel Lands. The City shall have access to such meters in perpetuity and shall have right, and the ability by means of cut-off valves or otherwise, to suspend or terminate service to any Party in the event that such Party defaults in the payment of any municipal services contemplated by this Agreement and to maintain service to the other Party in such event.

7.08 The Adjacent Owner and McDonald's agrees that, prior to any work being undertaken by such Party on lands owned by the other Party or which could affect the operation of McDonald's Lands utilities, the Party performing such work shall give not less than thirty (30)<sup>3</sup> days prior, written notice to the other Party pursuant to the provisions of Section 10.13, including a description of the nature and timing of such work.

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8 Concurrent with the assignment, sale or transfer of all or any portion of the Hotel Lands or the McDonald's Lands, the Adjacent Owner and McDonald's (the "Selling Party"), as applicable, shall cause the assignee, purchaser or transferee of such lands to enter into an assumption agreement duly executed by such assignee, purchaser or transferee, in a form acceptable to the other of the Adjacent Owner or McDonald's, as the case may be, acting reasonably, which shall provide for the assumption by such assignee, purchaser or transferee of all of the obligations imposed by this Agreement with respect thereto, at which time the Selling Party shall be released from such obligations solely as they relate to that portion of the parcel assigned, sold or transferred.

## 9. DEFAULT

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The Adjacent Owner and McDonald's, respectively, employees, contractors, subcontractors, servants and invitees, breach any provision of this Agreement, then the other party and/or the City may institute legal action against the defaulting party for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law or in equity. The rights and remedies under this Agreement are cumulative. No waiver of any default by the Adjacent Owner, McDonald's or the City shall be implied from any omission by the Adjacent Owner, McDonald's or the City to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision contained in this Agreement shall not be deemed to be a

<sup>3</sup> NTD – Does this notice period work for McDonald's?

waiver of any subsequent default in the performance of the same provision or of any other provision contained in this Agreement.

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- 10.01 McDonald's and the Adjacent Owner hereby expressly acknowledge and agree that the City has no ownership, responsibility, obligation or liability whatsoever, whether implied or otherwise, with respect to the privately owned, operated and maintained Shared Utilities and/or the McDonald's Lands Utilities or any part thereof. Without limiting the generality of the foregoing, the McDonald's and the Adjacent Owner acknowledge and agree that City has no responsibility, obligation or liability with respect to i) the quantity or quality of water or water pressure within the McDonald's Lands and/or the Hotel lands; or ii) the repair, replacement, improvement, functioning etc. of the Shared Utilities, the McDonald's Lands Utilities or any of them. McDonald's and the Adjacent Owner, as applicable, shall be solely responsible to comply with all applicable municipal bylaws or laws or regulations established by any other governmental authority having jurisdiction from time to time with respect to the Shared Facilities, the McDonald's Lands Facilities, the Hotel Lands and/or the McDonald's Lands.
- 10.02 If any provision of this Agreement or its application to any person, Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than such provision, shall be valid and enforced to the extent permitted by law.
- 3 Any payment or calculation under this Agreement is to be made or an action is to be taken on or as of a day is not a Business Day, that payment, calculation, or action shall be taken on or as of the next Business Day.
- 4 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario.
- 5 Each Party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.
- 6 Throughout this Agreement, the singular shall include the plural and vice versa, and words importing gender shall include all genders. Should any Party hereto at any time and from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other(s) and others for the performance of the obligations of such Party.
- 7 The parties hereby acknowledge and agree that every obligation or duty imposed upon them under this Agreement shall constitute a covenant, whether expressed as covenant or not.
- 8 All obligations of the Adjacent Owner and McDonald's contained herein, although not expressed as covenants shall be deemed to be covenants running with the Hotel Lands and McDonald's Lands respectively.
- 9 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, successors in title and permitted assigns.
- 9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions

undertakings, representations, warranties and understandings, whether written or verbal.

- 10.10 Nothing in this Agreement shall relieve either the Adjacent Owner or McDonald's from compliance with all applicable municipal bylaws or laws or regulations established by any other governmental authority having jurisdiction from time to time with respect to the Shared Facilities, the Hotel Lands and/or the McDonald's Lands and their respective liabilities on McDonald's Lands respectively.
- 10.11 This Agreement does not constitute a development permit or any other permit issued by the City.
- 10.12 The parties acknowledge and agree that this Agreement shall be registered against title to the Hotel Lands and the McDonald's Lands at no expense to the City. The City shall be provided with confirmation of the registration particulars promptly upon registration.
- 3 Any notice, request or correspondence required or contemplated being given under this Agreement shall be sufficiently given if in writing and mailed by registered mail or delivered by electronic transmission or in person to the other party addressed to such party as follows:

To the Adjacent Owner:

2335213 Ontario Inc.  
40 Granite Ridge Crescent  
Brampton, Ontario  
L6R 3H7

Attention: President

With a copy to:

Himelfarb Proszanski  
Barristers and Solicitors  
480 University Avenue  
Suite 1401  
Toronto, Ontario  
M5G 1V2

Attention: Ms. Romena Pinto

To McDonald's:

McDonald's Restaurants of Canada Limited  
1 McDonald's Place  
Toronto, Ontario  
M3C 3L4

Attention: Real Estate Development

With a copy to the General Counsel at the same address.

To the City:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

Templeman LLP  
Barristers and Solicitors  
205 Dundas Street East  
Suite 200  
Belleville, Ontario  
K8N 5A2

Attention: Jennifer Savini

Any Party may at any time give notice to any other Party of any change of address of the Party giving such notice and, from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the purpose of giving notice hereunder. Any notice so given, if delivered, shall be deemed to be given on the date of delivery thereof or, if mailed, shall be deemed to have been received on the third Business Day following the day of which such notice is mailed (except during a postal strike or anticipated postal disruption in which case such Notice shall be delivered).

4. Failure of the Adjacent Owner, McDonald's or the City at any time to require strict performance by McDonald's or the Adjacent Owner, as applicable, of any obligation under this Agreement shall in no way affect the forbearing Party's right thereafter to enforce such obligation, nor shall the waiver by the Adjacent Owner, McDonald's or the City of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation herein.
5. Time shall be of the essence of this Agreement.
6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed and delivered in either paper form or in digital form by facsimile transmission, electronic mail in "portable document format" (".pdf") form or an electronic signature platform such as [www.docusign.com](http://www.docusign.com). Any such digital execution and delivery shall constitute effective execution and delivery of this Agreement.

**[remainder of page intentionally left blank]**

**W** **WHEREOF** the parties hereto have duly executed this Agreement to be effective on the Effective Date.

**MCDONALD'S RESTAURANTS OF CANADA  
LIMITED**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation.

**2335213 ONTARIO INC.**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation.

DRAFT

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation.

**DRAFT**

**SCHEDULE "A"**  
**G P**

**McDonald's Lands**

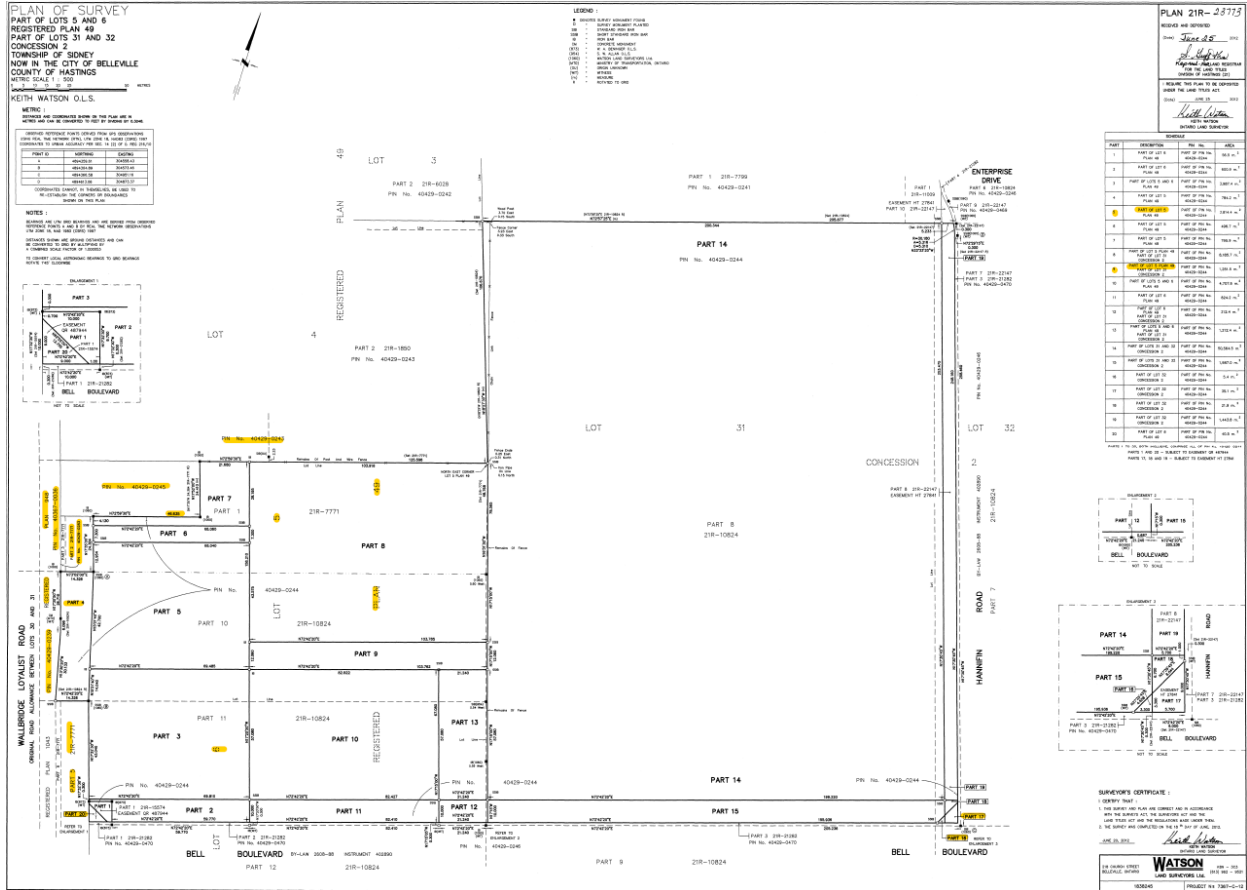
PT LT 5 PL 49 SIDNEY PTS 5, 6 & 7 21R23773, T/W R/W PTS 9,12,13 21R23773 AS IN HT131409; SUBJECT TO AN EASEMENT OVER PT 5 21R23773 VOUR O PTS 8,9 & 13 21R23773 AS IN HT162811; SUBJECT TO AN EASEMENT OVER PART 1 21R25927 IN VOUR O PT LTS 5-6 PL 49, PT LT 31 CON 2 SIDNEY PTS 8, 9, 12 & 13 21R23773 AS IN HT310351; TOGETHER WITH AN EASEMENT OVER PARTS 2 & 3 21R25927 AS IN 310352; CITY OF BELLEVILLE

**PIN: 40429-0515 (LT)****Hotel Lands**

PT LT 5-6 PL 49 SIDNEY; PT LT 31 CON 2 SIDNEY PTS 8, 9, 12, & 13 21R23773; S/T R/W PTS 9,12,13 21R23773 VOUR PTS 5,6,7 21R23773 AS IN HT131410; T/W R/W PT 6 21R23773 AS IN HT131410; BELLEVILLE; COUNTY OF HASTINGS; TOGETHER WITH AN EASEMENT OVER PT 5 21R23773 AS IN HT162811; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 21R25275 AS IN HT241605

**PIN: 40429-0516 (LT)**

# SCHEDULE "B" REFERENCE PLAN 21R-23773 MCDONALD'S UTILITIES EASEMENT AREA





**THE CORPORATION OF THE CITY OF BELLEVILLE**

**BY-LAW NUMBER 2023-05**

**A BY-LAW TO PROVIDE THAT SUBSECTION 50 (5) OF THE PLANNING ACT, R.S.O. 1990, DOES NOT APPLY TO THE LANDS IDENTIFIED AS BLOCKS 1 TO 12 REGISTERED PLAN 21M-316, CITY OF BELLEVILLE, COUNTY OF HASTINGS**

WHEREAS, the Council of The Corporation of the City of Belleville deems it advisable and in the public interest that provision be made by by-law pursuant to Subsection 50 (7), of The Planning Act, R.S.O. 1990, that Subsection 50 (5) of The Planning Act, R.S.O. 1990, shall not apply to the lands identified as Blocks 1 to 12, Registered Plan 21M-316, City of Belleville, County of Hastings.

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Subsection 50 (5) of The Planning Act, R.S.O. 1990, shall not apply to the lands identified as Blocks 1 to 12, Registered Plan 21M-316, City of Belleville, County of Hastings.
2. THAT this By-law expire two (2) years from the date of its enactment by Council.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9<sup>th</sup> day of **January 2023**.

Read a second time this 9<sup>th</sup> day of **January 2023**.

Read a third time and finally passed this 9<sup>th</sup> day of **January 2023**.

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NEIL R. ELLIS

MAYOR

---

MATT MACDONALD

CITY CLERK



**THE CORPORATION OF THE CITY OF BELLEVILLE**

**BY-LAW NUMBER 2023-09**

**A BY-LAW TO APPOINT MEMBERS TO BOARDS, COMMITTEES AND SPECIAL COMMITTEES**

WHEREAS it is deemed necessary and expedient that persons be appointed to Boards, Committees and Special Committees;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT the persons whose names are set out on SCHEDULE "A" attached to and forming part of this By-Law be and they are hereby appointed to their respective positions.
2. THAT appointees to City Committees shall hold office for a two (2) year term or until a successor is appointed (and may be reappointed for 1 or further terms), with the following exceptions:
  - (i) appointments to the BDIA Board of Management shall be consistent with Section 204(10) of the Municipal Act.
  - (ii) appointments to the Library Board shall be consistent with Section 10(3) of the Public Libraries Act
  - (iii) appointments to the Committee of Adjustment shall be consistent with Section 44(3) and (4) of the Planning Act
3. THAT when an appointee to a Board, Committee or Special Committee is an elected official, representing the Municipality and should that person cease being an elected official, the said appointment shall be null and void and the Council shall make a further appointment from its number, subject to the said action not being in contravention of Provincial legislation.
4. THAT By-Law Number 2019-02 and all By-Laws or parts of By-Laws inconsistent with this By-Law are hereby rescinded.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9<sup>th</sup> day of **January 2023**.

Read a second time this 9<sup>th</sup> day of **January 2023**.

Read a third time and finally passed this 9<sup>th</sup> day of **January 2023**.

\_\_\_\_\_  
NEIL R. ELLIS

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MATT MACDONALD

\_\_\_\_\_  
CITY CLERK

**SCHEDULE "A" TO BY-LAW NUMBER 2023-09**  
**APPOINTMENTS TO BOARDS, COMMITTEES**  
**AND SPECIAL COMMITTEES**

**TERM: 2 years unless otherwise indicated**

"Ex Officio" - Mayor is permitted to attend and vote at any committee or board meeting

**1. STATUTORY MANAGEMENT BOARDS**

a) **Police Services Board**

1. His Worship Mayor Ellis
2. Councillor Allsopp, Chair
3. Councillor Chatten, Alternate
4. Jim O'Brien

b) **Belleville Library Board**

**TERM**: Term of Council

1. Councillor Carr, Chair
2. Councillor Chatten
3. Councillor Malette
4. Councillor Thompson, Alternate
5. Amy Hallaran
6. Eric Lindenberg
7. Philippe Appolon
8. Ruth Ingersoll
9. Michael Roberts
10. Gerry Fraiberg

c) **Board of Management Belleville Downtown Improvement Area**

**TERM**: Term of Council

1. Councillor Thompson
2. Councillor Allsopp, Alternate
3. Maury Flunder
4. Rachel Hicks
5. Rakesh Parmar
6. Emily Barnett
7. Lindsay Dransfield
8. Leah Hamilton
9. Emma Stevenson-Blythe
10. Julie Dean
11. Melinda Herns
12. Edie Hasluer
13. Luisa Sorrentino, Executive Director, Ex-Officio Member

## **2. STATUTORY COMMITTEES**

### **a) Committee of Adjustment/Court of Revision/Property Standards/ Fence Viewers**

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**TERM:** Term of Council

1. Robert Kranendonk
2. Scott Giroux
3. Robert Labarge
4. Jack Alexander
5. Brian Miller
6. Joe Lentini

### **b) Accessibility Advisory Committee**

1. Councillor Enright-Miller, Chair
2. Councillor Kelly
3. Janna Munkittrick-Colton
4. Lorna Prevost
5. Janet Richards
6. Jeremy Davis
7. Karen Kitchen
8. Richard Williams
9. Mike Benson

### **c) Emergency Management Program Committee - Emergency Operations Control Group**

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**Emergency Management Program Committee:**

1. **CAO; Chair**
2. CEMC/designate
3. Mayor or designate
4. Fire and Emergency Services; Chief or Deputy
5. General Manager, Environmental Services
6. General Manager, Transportation & Operations
7. Director, Corporate Services / Clerk
8. Director, Finance
9. Director, Recreation, Culture & Community Services
10. Director, Engineering and Development Services
11. Director, Human Resources
12. Chief, Belleville Police Services
13. Member(s) of Council appointed by by-law
14. Emergency Information Officer
15. Emergency Management Executive Assistant

**c) Emergency Management Program Committee - Emergency Operations Control Group (Continued)**

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**The Emergency Control Group (ECG):**

Primary Members

1. CAO
2. Clerk
3. Community Emergency Management Coordinator and or alternate CEMC
4. Fire Chief and or Deputy
5. Emergency Information Officer
6. Director, Recreation, Culture & Community Services
7. Director, Engineering and Development
8. General Manager, Transportation & Operations
9. Emergency Management Assistant

Auxiliary Members

1. Emergency Management Program Committee Council appointee(s)
2. Mayor or Mayor of the month
3. Director, Human Resources
4. Manager of I.T.
5. General Manager, Environmental Services
6. Director, Finance
7. Police Chief or Deputy Police Chief or Inspector

External Partner Members

1. Community partners to provide assistance/technical information to the ECG as required.
2. Hasting County Social Services Supervisor
3. Hastings Quinte Paramedic Services Manager
4. Quinte Conservation Manager
5. Southeast Local Health Integration Network (SE LHIN) – Home and Community Care Emergency Manager
6. Hastings Prince Edward Public Health, Inspector
7. Department National Defence (DND) 8 Wing Liaison Officer
8. Elexicon Manager

### **3. JOINT COMMITTEES AND BOARDS**

a) **Quinte Conservation Authority**

1. Councillor Malette
2. Councillor Carr
3. Councillor Brown
4. Councillor Enright-Miller, Alternate

b) **Hastings Prince Edward Public Health**

1. Councillor Kelly
2. Councillor Thompson
3. Councillor Carr, Alternate

c) **Community & Human Services Committee**

1. Councillor Malette
2. Councillor Thompson
3. Councillor Allsopp
4. Councillor Brown
5. Councillor Kelly, Alternate

d) **Hastings Quinte Emergency Services Committee**

1. Councillor Chatten
2. Councillor Malette
3. Councillor Thompson
4. Councillor Kelly
5. Councillor Enright-Miller, Alternate

e) **Hastings Quinte Long Term Care Committee**

1. Councillor Kelly
2. Councillor Allsopp
3. Councillor Brown
4. Councillor Chatten, Alternate

f) **9-1-1 Committee**

1. Councillor Kelly
2. Councillor Enright-Miller, Alternate

### **3. JOINT COMMITTEES AND BOARDS (continued)**

#### **g) Joint Provincial Offences Board**

1. Councillor Chatten
2. Councillor Enright-Miller
3. Councillor Brown, Alternate

#### **h) Centre and South Hastings Waste Services Board**

1. Councillor Carr
2. Councillor Thompson, Alternate"

#### **i) Stirling & District Recreation Centre**

1. Councillor Carr
2. Councillor Malette, Alternate

#### **j) Quinte Economic Development Commission (QEDC)**

1. His Worship Mayor Ellis
2. Councillor Allsopp
3. Councillor Carr, Alternate
4. Ross Rae
5. Robert Stokes

#### **k) Quinte Source Protection Committee**

1. Councillor Thompson
2. Councillor Malette, Alternate

#### **l) Archives Committee**

1. Councillor Malette
2. Councillor Thompson
3. Councillor Brown, Alternate

#### **m) Bay of Quinte Regional Marketing Board**

1. Councillor Allsopp
2. Councillor Thompson, Alternate

#### **4. ADVISORY COMMITTEES**

a) **Planning Advisory Committee**

1. Councillor Carr, Chair
2. Councillor Brown
3. Councillor Allsopp
4. Councillor Malette
5. Councillor Enright-Miller
6. Sarita Van Dyke
7. Tyler Fenton
8. Paul Jennings
9. John Baltutis
10. Councillor Kelly, Alternate
11. Councillor Chatten, Alternate

b) **City Council Planning Committee**

1. Councillor Carr, Chair
2. Councillor Brown
3. Councillor Allsopp
4. Councillor Malette
5. Councillor Enright-Miller
6. Councillor Kelly, Alternate
7. Councillor Chatten, Alternate

c) **Municipal Heritage Committee (Heritage Belleville)**

1. JP Lemieux
2. Patti Spice
3. Benjamin Johnstone
4. Mark Stoliker
5. Curtis Hayes
6. Karen Fisk
7. Nancy Roberts

d) **Finance Committee**

1. His Worship Mayor Ellis
2. Councillor Carr
3. Councillor Enright-Miller, Chair
4. Councillor Thompson, Alternate

#### **4. ADVISORY COMMITTEES(continued)**

e) **Glanmore National Historic Site Advisory Committee**

1. Councillor Kelly
2. Councillor Brown, Chair
3. Jeremy Davis
4. Trevor Parsons
5. Rona Rustige
6. Mike Beesten

f) **Transit Operations Advisory Committee**

1. Councillor Brown, Chair
2. Councillor Thompson
3. Councillor Allsopp
4. Veronica Leonard
5. Carol Feeney
6. Dwain Hilts
7. Kevin Young

g) **Green Task Force**

1. Councillor Malette, Chair
2. Councillor Enright-Miller
3. Shannon Williams
4. Peter Whittle
5. Britt Donnelly
6. Gary Magwood
7. Karen Broadhurst
8. Greg Dickson

h) **Grant Committee**

1. His Worship Mayor Ellis
2. Councillor Carr
3. Councillor Chatten, Chair
4. Councillor Malette



## **ADVISORY COMMITTEES (continued)**

### **i) Belleville Youth Engagement Committee**

1. Councillor Chatten
2. Councillor Allsopp, Chair
3. Alexander St. John
4. Alix Shilton
5. Benjamin Johnstone
6. Justin Patrick
7. Vicki MacDonald
8. Hardik Patel

### **j) Transportation Committee**

1. Councillor Carr
2. Councillor Kelly
3. Councillor Thompson, Chair
4. Councillor Brown
5. Robert Jakes
6. Margaret McDougall

### **k) Economic and Destination Development Committee**

1. Councillor Thompson
2. Councillor Kelly, Chair
3. Councillor Allsopp
4. Councillor Malette
5. Karen Baker
6. Ian Stock
7. Jodie Jenkins
8. Richard Jeffrey
9. Kalan MacRow
10. Murali Reddy

### **l) Protective Services Advisory Committee**

1. Councillor Carr
2. Councillor Chatten, Chair
3. Councillor Allsopp

## **5. SPECIAL PURPOSE BOARDS AND COMMITTEES**

### **a) Cultural Exchange Committee**

1. His Worship Mayor Ellis
2. Councillor Chatten
3. Councillor Malette

### **b) Lighting Display and Gateway Signage Committee**

1. Councillor Thompson, Chair
2. Councillor Chatten
3. Councillor Enright-Miller
4. Scott Lalonde
5. James Feenstra
6. Annis Ross
7. Jennifer Shea

### **c) Departmental Performance Standards/Hiring Policies & Practices Review Committee**

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1. Councillor Enright-Miller
2. Councillor Carr
3. Councillor Brown, Chair

### **d) Diversity, Equity and Inclusion Committee**

1. Councillor Kelly, Chair
2. Councillor Allsopp
3. Councillor Brown
4. UNAC Quinte Rep.
5. Belleville Police Service Rep.
6. HPEC Public Health Rep.
7. Quinte United Immigrant Services Rep.
8. Loyalist College Rep.
9. Community Development Corp. Rep.

## **6. CORPORATE APPOINTMENTS**

### **a) Elexicon Board of Directors**

1. His Worship Mayor Ellis
2. (TBD)
3. Doug Parker (Elexicon)
4. (TBD), Alternate

### **b) Quinte Health Care Corporation (Advisory Members)**

(Not a Committee of Council)

1. John Baltutis
2. Rick McIvor
3. TBD

**THE CORPORATION OF THE CITY OF BELLEVILLE**

**BY-LAW NUMBER 2023-10**

**A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF STIRLING-RAWDON, THE CORPORATION OF THE CITY OF QUINTE WEST AND THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS AND THE CORPORATION OF THE CITY OF BELLEVILLE (STIRLING ARENA)**

THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the execution of an Agreement between The Corporation of the Township of Stirling-Rawdon, The Corporation of the City of Quinte West and The Corporation of the Municipality of Centre Hastings and The Corporation of the City of Belleville (a copy of which is attached as SCHEDULE "A").
2. THAT the Mayor and the Clerk are hereby authorized to execute the said Agreement between The Corporation of the Township of Stirling-Rawdon, The Corporation of the City of Quinte West and The Corporation of the Municipality of Centre Hastings and The Corporation of the City of Belleville, by and on behalf of The Corporation of the City of Belleville.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Corporation of the City of Belleville.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9<sup>th</sup> day of **January 2023**.

Read a second time this 9<sup>th</sup> day of **January 2023**.

Read a third time and finally passed this 9<sup>th</sup> day of **January 2023**.

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NEIL R. ELLIS

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MAYOR

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MATT MACDONALD

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CITY CLERK

This Agreement made this                    day of                    , 2022

BETWEEN:

The Corporation of the Township of Stirling-Rawdon  
(hereinafter Called "the Township")

Of the First Part

-and-

The Corporation of the City of Quinte West  
(hereinafter called "Quinte West")

Of the Second Part

-and-

The Corporation of the Municipality of Centre Hastings  
(hereinafter called "the Municipality")

Of the Third Part

-and-

The Corporation of the City of Belleville  
(hereinafter called "the City")

Of the Fourth Part

WHEREAS the Township is the owner of the lands more particularly described as 433-435 West Front Street, Plan 149 Pt. Blk B RP 21R2505 Part 1 (the "Lands");

AND WHEREAS The Lands are improved with an arena and recreation centre known as the Stirling and District Recreation Centre as set out in the engineering drawing and specification prepared by A.M. Spiret and Associates and dated June, 1976, excluding the curling rink facilities, along with any and all updates completed to date (hereinafter the "Arena-Recreation Centre");

AND WHEREAS the Arena-Recreation Centre is jointly used and maintained by the Township, Quinte West, the Municipality, and the City (each a "Party" and together the "Parties" hereto);

AND WHEREAS the former Village of Stirling, former Township of Rawdon, former Township of Sidney, former Township of Huntington, and former Township of Thurlow entered into an agreement dated June 7, 1976 to provide for the construction and joint use of the Arena-Recreation Centre municipally known as 433-435 West Front Street, Stirling, Ontario and that agreement was subsequently amended by further agreements including an agreement made in 2002 to reflect the amalgamated names of the corporations which was formerly known as the Village of Stirling, Township of Rawdon, Township of Sidney, Township of Huntington and Township of Thurlow to the current Parties and to allocate responsibility as between the Parties (the June 7, 1976 Agreement together with all amendments referred to herein as the "Original Agreement");

AND WHEREAS the Parties are each a municipal corporation within the meaning of the *Municipal Act, 2001*, SO 2001, c. 25;

AND WHEREAS the former Village of Stirling, which now forms part of the Township, constructed and established the Arena-Recreation Centre on the Lands in accordance with the Original Agreement and it is the intention of the Parties that the Arena-Recreation Centre should continue to be maintained in accordance with the provision of the Community Recreation Centres Act, RSO 1990, c C22, and the

Parties now wish to enter into this new Agreement to provide for the ongoing joint use of the Arena-Recreation Centre;

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT: In consideration of the mutual covenants and promises herein contained, the sum of two-dollars (\$2.00) lawful money of Canada hereby paid by each Party to each other Party and for other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. The Arena-Recreation Centre shall continue to be managed and maintained by the Parties in accordance with the terms of this Agreement and applicable laws.
2. That the said Arena-Recreation Centre shall continue to be used jointly by the inhabitants of the Party municipalities.

**ARENA-RECREATION CENTRE MANAGEMENT BOARD CONTINUED:**

3. (a) The Arena-Recreation centre shall be managed by a Board appointed within sixty days of every municipal election by the Council of each Party (the "Board"), with each Party appointing members of the Board in accordance with Schedule "A" hereto, as may be updated from time to time in accordance with the terms herein.

(b) If a member of the Board resigns, steps down, or is otherwise removed from the Board for any reason between municipal elections, a new eligible member shall be appointed forthwith by the Party that appointed that member. Otherwise, all members appointed shall serve as members of the Board until such time as a new member is appointed in their place in accordance with this Agreement.

(c) One member of the Board shall be appointed annually to serve as chair of the Board (the "Chairperson"). The Chairperson shall be a member of the Board appointed by a particular Party, rotating annually between the Parties beginning with the Township, thence proceeding with Quinte West, the City and the Municipality and subsequently thereafter in the same order.

(d) There shall be appointed a secretary responsible for taking minutes of Board meetings and other administration of the Board (the "Secretary") who shall be the Clerk of the Township or designate unless all Parties otherwise agree.

(e) There shall be appointed a treasurer responsible for the financial administration of the Board and the Arena-Recreation Centre (the "Treasurer"), who shall be the treasurer of the Township or their designate unless all Parties otherwise agree.

(f) The representation of each Party on the Board as outlined in Schedule "A" hereto shall be reviewed periodically by the Board, and at a minimum once every two (2) years, in order to determine if it continues to reflect the usage of the Arena-Recreation Centre by each Party's respective residents. Notwithstanding any review, the members appointed by each Party to the Board may only be changed upon agreement of all Parties. Where Schedule "A" is changed as a result of this review, the new updated Schedule "A" shall be deemed to replace Schedule "A" without any requirement to further amend this Agreement.

(g) The Chairperson shall conduct the Board meetings in accordance with the Township's procedure by-law in force at the time of the meeting (the "By-law").

(h) The Board shall meet a minimum of four times per calendar year. All questions before the Board shall be decided by a majority vote, except as may be specifically set out in this Agreement or the By-law. The Chairperson shall not cast a vote unless the votes of other members are equal in order to break a tie, or where a vote requires unanimous consent of the Board pursuant to this Agreement or the By-law.

(i) Despite anything to the contrary in the By-law, the majority of not less than five (5) members of the Board shall constitute a quorum. No business will proceed until quorum has been established by the Secretary and the Secretary shall call the attention of the Chairperson to any absence of quorum during a meeting. If during the meeting quorum is not met then the Chairperson shall suspend the meeting until quorum has been established and where a minimum of fifteen (15) minutes or such longer time period as determined by the Chairperson has passed, shall adjourn the matter to a subsequent meeting of the Board, or adjourn the meeting of the Board to a future date. Members attending virtually shall count for quorum and voting purposes, but any member who has declared a conflict or pecuniary interest with respect to any matter being considered shall not be counted towards establishing a quorum for the purposes of that matter.

(j) The Board shall have its books audited annually at a time determined by the Treasurer by the auditor for the Township and the auditor's report shall be distributed to the members of the Board and to the Treasurer. All reports of the Board shall be distributed to the members.

4. (a) Any and all capital, maintenance and operating expenditures incurred with respect to the Arena-Recreation Centre shall be shared by the parties in this agreement on a usage percentage basis as set out in Schedule "B" hereto, which forms part of this Agreement. Schedule "B" shall be updated every two (2) years at a minimum by the Treasurer to reflect the usage of the Arena Recreation Centre by the residents of each Party municipality and approved by the Board. Where Schedule "B" is updated in accordance with this section, the new updated Schedule "B" as approved by the Board shall be deemed to replace Schedule "B" to this Agreement without the requirement for further amendment to this Agreement.

(b) The Board shall submit to each Party's Council an annual budget for the Arena Recreation Centre and the Board, containing full financial information including capital and operating expenditures. The budget should be submitted by February 28<sup>th</sup> each year for approval from each Party's Council.

(c) It is noted that there is a separate agreement between the Township, the Board and the Curling Club municipally known as schedule A to by-law 1412-96 of the Township which outlines the conditions between the parties.

5. Any notice or other communication required or permitted to be given under this Agreement, except for routine communications, shall be in writing and shall be delivered in person or transmitted by email, or sent by registered mail, charges prepaid, addressed as follows:

- a. If to the Township:

The Township of Stirling Rawdon  
 Attention: Clerk  
 P.O. Box 40  
 2529 Stirling-Marmora Road  
 Stirling, Ontario K0K 3E0

Email: [clerk@stirling-rawdon.com](mailto:clerk@stirling-rawdon.com)

## b. If to Quinte West:

The City of Quinte West  
 Attention: Clerk  
 7 Creswell Drive  
 Trenton, Ontario K8V 5R6

Email: [clerk@quintewest.ca](mailto:clerk@quintewest.ca)

## c. If to the Municipality:

Municipality of Centre Hastings Municipal Office  
 Attention: Clerk  
 7 Furnace Street, Box 900  
 Madoc, Ontario K0K 2K0

Email: [tchoinard@centrehastings.com](mailto:tchoinard@centrehastings.com)

## d. If to the City:

City of Belleville, City Hall  
 Attention: Clerk  
 169 Front Street  
 Belleville, Ontario K8N 2Y8

Email: [mmacdonald@belleville.ca](mailto:mmacdonald@belleville.ca)

6. This Agreement shall come into effect and be binding upon the Parties as of the date first set out above until such time as it is terminated by further agreement of all Parties.
7. The Original Agreement is hereby terminated and repealed as of the date first set out above.
8. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, understandings, representations or agreements, either written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter thereof except as provided in this Agreement.
9. No provision of this Agreement shall in any way enure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or any of the terms thereof, or otherwise give rise to any cause of action in any person not a Party, except to the extent as may be specifically and expressly provided for in this Agreement
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively and shall not be revoked, altered or amended without the consent in writing of the Council of all Parties to this Agreement except as may be specifically provided for herein.
11. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of Ontario and the federal laws of Canada applicable therein, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.



12. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.
13. This Agreement may be signed in counterparts, any of which shall be deemed to be an original and which when taken together shall be deemed to constitute one and the same instrument. This Agreement or counterparts may be signed and delivered by fax or in a pdf or other common electronic format by e-mail, and the parties adopt any signatures provided or received by such transmission as original signatures of the applicable Party or Parties.

*(the remainder of this page is intentionally left blank, signature page follows)*

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorizes in that behalf.

Signed, Sealed and delivered )The Corporation of the Township  
 )of Stirling-Rawdon by:  
 )  
 )\_\_\_\_\_  
 )Mayor  
 )  
 )\_\_\_\_\_  
 )Clerk

*We have authority to bind the corporation*

Signed, Sealed and delivered )The Corporation of the City of  
 )Quinte West by:  
 )  
 )\_\_\_\_\_  
 )Mayor  
 )  
 )\_\_\_\_\_  
 )Clerk

*We have authority to bind the corporation*

Signed, Sealed and delivered )The Corporation of the  
 )Municipality of Centre Hastings by:  
 )  
 )\_\_\_\_\_  
 )Mayor  
 )  
 )\_\_\_\_\_  
 )Clerk

*We have authority to bind the corporation*

Signed, Sealed and delivered )The Corporation of the City of  
 )Belleville by:  
 )  
 )\_\_\_\_\_  
 )Mayor  
 )  
 )\_\_\_\_\_  
 )Clerk

*We have authority to bind the corporation*

**SCHEDULE "A"**

## Board Membership

The Board referred to in section 3(f) of this Agreement shall be appointed by the Parties in the following proportions:

- Township of Stirling-Rawdon                      3 members
- City of Quinte West                                      2 members
- Municipality of Centre Hastings                      1 member
- City of Belleville                                      2 members

In accordance with section 3(f) of this Agreement, this Schedule "A" may be updated periodically without further amendment to this Agreement.

Update version 1 2022

**SCHEDULE "B"**

## Apportionment of Costs

It is acknowledged by the Party that as per the 1976 agreement, it was agreed that the former municipalities would contribute as follows for a new ice making plant

- Former Village of Stirling \$75,000
- Former Township of Rawdon \$30,000
- Former Township of Sidney \$30,000
- Former Township of Huntingdon \$12,500
- Former Township of Thurlow \$13,720.

As per the 1976 agreement, the cost for sewer and water services from the arena-recreation centre lands to the existing trunk lines and any other hook-ups on the extension shall be paid from the construction costs.

The usage percentage basis for each Party for the purposes of determining the share of capital and maintenance costs pursuant to section 4(a) of this Agreement shall be the following:

The Township of Stirling Rawdon: 38.32%

The City of Quinte West: 34.46%

The Municipality of Centre Hastings: 3.61%

The City of Belleville: 23.61%

In accordance with section 4(a) of this Agreement, this Schedule "B" shall be updated periodically to reflect the usage of the Arena-Recreation Centre by the residents of each Party municipality without further amendment to this Agreement.

Each Municipality will be invoiced by May 1<sup>st</sup> each year and the requisition is to be paid by June 30<sup>th</sup> each year.

Update version 1 2022

**THE CORPORATION OF THE CITY OF BELLEVILLE****BY-LAW NUMBER 2023-11****A BY-LAW TO APPOINT MUNICIPAL BY-LAW ENFORCEMENT OFFICERS FOR THE PURPOSE OF ENFORCING BY-LAW NUMBER 9457 AND PART III, SECTION 3 (PARKING OF VEHICLES ON PRIVATE PROPERTY) AND SECTION 6 (HANDICAPPED PARKING ZONES) OF BY-LAW NUMBER 12967, AS THEY AFFECT THE AREAS OF LAND AND PREMISES KNOWN AS QUINTE HEALTHCARE BELLEVILLE GENERAL, 111 BAY DRIVE, 1 FIRST STREET AND 2 SECOND STREET [PATROLLED BY PALADIN SECURITY]**

WHEREAS Section 100 of the Municipal Act (SO 2001, c25, as amended) provides that a local municipality may, in respect of land not owned or occupied by the municipality that is used for a parking lot, regulate or prohibit the parking or leaving of motor vehicles on that land;

AND WHEREAS Section 15 of the Police Services Act, (RSO 1990, Chapter P15) provides that the Council of any municipality may appoint by-law enforcement officers who shall be peace officers for the purpose of enforcing the by-laws of the municipality;

AND WHEREAS the Council of The Corporation of the City of Belleville on the 16th day of July, 1973, enacted By-Law Number 9457 being a by-law to regulate vehicles and trailers parking in access routes of apartment buildings, hospitals, hotels and motels, shopping centres, town houses and industrial buildings, municipal buildings, schools and/or school buildings used for educational purposes in order to prevent fires or the spread of fires;

AND WHEREAS the Council of The Corporation of the City of Belleville on the 10th day of September, 1990, enacted By-Law Number 12967, being a by-law to regulate traffic within the corporate limits of The Corporation of the City of Belleville;

AND WHEREAS the Council of the Corporation of the City of Belleville deems it necessary to appoint Municipal By-law Enforcement Officers for the purpose of enforcing By-law Number 9457 and Part III, Section 3 (Parking of Vehicles on Private Property) and Section 6 (Handicapped Parking Zones) of By-law Number 12967 and any amendments or successors thereto, insofar as they affect the unauthorized parking of motor vehicles in the parking areas on the private land and premises known as Quinte Healthcare Belleville General, 111 Bay Drive, 1 First Street and 2 Second Street;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:

**BY-LAW NUMBER 2023-11**

1. THAT the following persons be and are hereby designated as Municipal By-Law Enforcement Officers to enforce By-Law Number 9457 and Part III, Section 3 (Parking of Vehicles on Private Property) and Section 6 (Handicapped Parking Zones) of By-Law Number 12967 and amendments thereto, insofar as they affect the unauthorized parking of motor vehicles on the areas of land and premises known as Quinte Healthcare Belleville General, 111 Bay Drive, 1 First Street and 2 Second Street with full authority to carry out the provisions of said By-Laws and authority to issue parking infraction notices and place same on any vehicle or vehicles which are parked in contravention of such By-Laws.

- Jordan Berry-Aldrich**
- Brayden Brewer**
- Alicia Desforge**
- Gagandeep Gagandeep**
- Mandeep Kaur**
- Manpreet Kaur**
- Natasia Kiss**
- Leigh McCormick**
- Curtis Napier**
- Peter Niblett**
- Emmanuel Obeng**
- Sydney Patterson**
- Sumit Sharma**
- Matthew Tomlinson**

2. THAT By-Law Number 2022-28 as well as all other By-Laws or parts thereof inconsistent herewith be and the same are hereby rescinded.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9<sup>th</sup> day of **January 2023**.

Read a second time this 9<sup>th</sup> day of **January 2023**.

Read a third time and finally passed this 9<sup>th</sup> day of **January 2023**.

\_\_\_\_\_  
NEIL R. ELLIS

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MATT MACDONALD

\_\_\_\_\_  
CITY CLERK

**THE CORPORATION OF THE CITY OF BELLEVILLE****BY-LAW NUMBER 2023-12****A BY-LAW TO AUTHORIZE THE BORROWING OF FUNDS**

WHEREAS the Council of the City of Belleville (hereinafter called the Municipality) deems it necessary to borrow funds to meet, until the taxes are collected, the current expenditures of the Municipality for the year 2023;

AND WHEREAS the total amount of the estimated revenues of the Municipality for the year 2023 is \$170.3 million.

AND WHEREAS under Section 407 of the Municipal Act R.S.O. 2001, the Municipality is empowered to borrow for current expenditures from January 1st to September 30th of the year, 50 percent of the total, and from October 1st to December 31st, 25 percent of the total estimated revenues;

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF BELLEVILLE ENACTS AS FOLLOWS:**

- 1) The Mayor and the Treasurer or the Signing Officers designated by by-law are hereby authorized on behalf of the Municipality to borrow from time to time by way of promissory note a sum or sums not exceeding in the aggregate \$85.2 million to meet the current expenditures of the Municipality up to September 30th, 2023 and \$42.6 million to meet the current expenditures from October 1st to December 31st, 2023, including the amounts required for the purposes mentioned in Subsection (1) of Section 407 of the Municipal Act, R.S.O. 2001. The authorized Signing Officers may give on behalf of the Municipality a promissory note or notes sealed with the Corporate Seal and signed by them for the moneys so borrowed, with interest at such rate as may be agreed upon from time to time.
- 2) All sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years for any or all of the purposes mentioned in the said Section 407, shall, with interest thereon, be a charge upon the whole of the revenues of the municipality for the current year and for all preceding years as and when such revenues are received.

BY-LAW NO. 2023-12

- 2 -

- 3) The Treasurer is hereby authorized to apply in payment of all sums borrowed, together with interest thereon, moneys hereafter collected on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
- 4) The Treasurer is hereby authorized to furnish to the Bank a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed under Section 407 of the Municipal Act that have not been repaid.

THIS BY-LAW SHALL COME INTO FORCE AND TAKE EFFECT IMMEDIATELY ON AND AFTER THE PASSING THEREOF.

Read a first time this 9th day of January, 2023.

Read a second time this 9th day of January, 2023.

Read a third time and finally passed this 9th day of January, 2023.

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NEIL ELLIS, MAYOR

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MATT MacDONALD, CITY CLERK