Corporation of the City of Cambridge
Council Meeting - Statutory Public Meeting
Agenda

Date: **Tuesday, December 13, 2022, 10:00 a.m. (Statutory Public Meeting), 5:30 p.m. (Closed Session), and 6:30 p.m. (Council Meeting)**

Location: **Council Chambers**

To increase delegate accessibility, this meeting will be held as a hybrid meeting with both in-person and virtual attendance options. Register to appear as a delegation by visiting: https://forms.cambridge.ca/Delegation-Request-Form. Members of the public can choose to delegate in-person, virtually using Zoom, or by telephone. Alternative formats and communication supports are available upon request.

Members of the public wishing to speak at Council may complete the Delegation Request Form no later than 12:00 p.m. on the day of the meeting for Council Meetings occurring at 6:30 p.m. and no later than 12:00 p.m. the day before the meeting for Council –Statutory Public Meetings occurring at 10:00 a.m.

All written delegation submissions will form part of the public record.

Pages

1. **Meeting Called to Order**
2. **Indigenous Territory Acknowledgement**
3. **Disclosure of Pecuniary Interest**
4. **Public Meeting Notice**

   If a person or public body does not make oral submissions at a public meeting or submit written submissions in respect to the by-law/plan of subdivision/official plan amendment to the City of Cambridge, before the by-law/plan of subdivision/official plan amendment is passed/adopted, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

   Members of the public who wish to participate virtually to provide comments on a Public Meeting are asked to contact (519) 740-4680 Extension 4799.

5. **Public Meetings**

   5.1 22-099-CD Public Meeting Report – 325 Shantz Hill Road Affordable 7 - 18

Housing, Habitat for Humanity
This Report will be discussed at the Statutory Public Meeting at 10:00 a.m.

5.2 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc. 19 - 34
This Report will be discussed at the Statutory Public Meeting at 10:00 a.m.

6. Delegations

6.1 Martin Wiens re: 22-099-CD Public Meeting Report – 325 Shantz Hill Road Affordable Housing, Habitat for Humanity

7. Presentations

7.1 Jacqueline Hannemann, Senior Planner re: 22-099-CD Public Meeting Report – 325 Shantz Hill Road Affordable Housing, Habitat for Humanity
This Presentation will come forward to the Statutory Public Meeting at 10:00 a.m.

7.2 Dan Currie, MHBC Planning re: 22-099-CD Public Meeting Report – 325 Shantz Hill Road Affordable Housing, Habitat for Humanity
This Presentation will come forward to the Statutory Public Meeting at 10 a.m.

7.3 Rachel Greene, Senior Planner re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc.
This Presentation will come forward to the Statutory Public Meeting at 10 a.m.

7.4 Pierre Chauvin, MHBC Planning re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc.
This Presentation will come forward to the Statutory Public Meeting at 10 a.m.

7.5 Ronauq Sabharwal and Jaime Garcia, CIMA+ Engineering re: 22-118-CD Hespeler Village Core Area Parking Study
This Presentation will come forward to the Council meeting at 6:30 p.m.

7.6 Rachel Greene, Senior Planner re: 22-136-CD 201 & 217 Hespeler Road – Official Plan and Zoning By-law Amendment – Jangilks Inc.
This Presentation will come forward to the Council meeting at 6:30 p.m.

7.7 Michael Campos, Intermediate Planner re: 22-139-CD Recommendation Report – 359 Lawrence Street– Zoning By-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o Evan Wittmann – GSP Group Inc.)
This Presentation will come forward to the Council meeting at 6:30 p.m.

7.8 Evan Wittmann, GSP Group re: 22-139-CD Recommendation Report – 359 Lawrence Street– Zoning By-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o Evan Wittmann – GSP Group Inc.)
This Presentation will come forward to the Council meeting at 6:30 p.m.

7.9 Michael Campos, Intermediate Planner re: 22-131-CD Recommendation

Report – 1418 Duke Street – OPA & ZBA – 2530103 Ontario Inc. (c/o MHBC Planning)

This Presentation will come forward to the Council meeting at 6:30 p.m.

7.10 Trevor Hawkins, MHBC Planning re: 22-131-CD Recommendation Report – 1418 Duke Street – OPA & ZBA – 2530103 Ontario Inc. (c/o MHBC Planning)

This Presentation will come forward to the Council meeting at 6:30 p.m.

8. Closed Session

That in accordance with Section. 239 (2) (d) of the Municipal Act, 2001, Council to convene in Closed Session to consider the following subject matters:

Labour relations or employee negotiations (Confidential Verbal Human Resource Update)

9. Rise from Closed Session

10. Consent Agenda

The Consent Agenda groups reports together that are of a routine nature and provides opportunity to vote on one motion rather than separate motions. However, Staff may not be in attendance to respond to queries on items contained in the Consent Agenda. Council Members wishing to pull an item from Consent Procedure should notify the City Clerk. Members will also have the opportunity to pull the item at the Meeting.

10.1	Council Minutes - November 29, 2022	35 - 45
10.2	Council Information Package - December 2, 2022	46 - 130
10.3	Cambridge Accessibility Advisory Committee Minutes - June 27, 2022 and November 28, 2022	131 - 136
10.4	22-121-CD – 155 Equestrian Way – Lifting of Reserve	137 - 142
10.5	22-110-CD – Request to Designate 119 Blair Road Under Part IV of the Ontario Heritage Act for its Cultural Heritage Significance	143 - 149
10.6	22-109-CD-Request to Alter a Part IV Designated Property – 71 Cowan Boulevard – Duncan Ferguson Homestead	150 - 179
10.7	22-075-CRS - Supply and Delivery of One (1) Medium Duty Roll-Off Chassis and Landscape Box	180 - 183
10.8	22-069-CRS Ed Newland Pool Renovations	184 - 191
10.9	22-129-CD Part Lot Control Exemption - 270-290 Equestrian Way, River Mill Development Corp.	192 - 204
10.10	22-144-CD Part Lot Control Exemption – Faith Street, Gemini Homes	205 - 218
10.11	22-061-CRS - 2023 Interim Tax Levy	219 - 223

11. Consideration of Reports

11.1 Corporate Services

11.1.1	22-074-CRS - Council Appointments to Advisory Committees	224 - 227

Appendix A to this report will be published on the Addendum.

This report will be discussed at the Council Meeting at 6:30 p.m.

11.2 Corporate Enterprise

11.3 Community Development

11.3.1 22-118-CD Hespeler Village Core Area Parking Study 228 - 262
This report will be discussed at the Council Meeting at 6:30 p.m.

11.3.2 22-136-CD 201 & 217 Hespeler Road – Official Plan and Zoning By-law Amendment – Jangilks Inc. 263 - 294
This report will be discussed at the Council Meeting at 6:30 p.m.

11.3.3 22-139-CD Recommendation Report – 359 Lawrence Street– Zoning By-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o Evan Wittmann – GSP Group Inc.) 295 - 319
This report will be discussed at the Council Meeting at 6:30 p.m.

11.3.4 22-131-CD Recommendation Report – 1418 Duke Street – OPA & ZBA – 2530103 Ontario Inc. (c/o MHBC Planning) 320 - 352
This report will be discussed at the Council Meeting at 6:30 p.m.

11.3.5 22-145-CD Sign Variance S12/22 – 60 Main St 353 - 362
This report will be discussed at the Council Meeting at 6:30 p.m.

11.3.6 22-146-CD Sign Variance S4/22 – 18 Tannery Street East 363 - 374
This report will be discussed at the Council Meeting at 6:30 p.m.

11.4 Infrastructure Services

11.5 Office of the City Manager

11.5.1 22-032-OCM Cambridge 50th Celebration Update 375 - 379
This report was deferred on November 29, 2022, and will be discussed at the December 13, 2022 Council meeting. Additional information will be included on the addendum.

This report will be discussed at the Council Meeting at 6:30 p.m.

11.5.2 22-034-OCM Update and Revised Information - Cambridge and North Dumfries Energy Plus Inc. (“Energy Plus”) and Brantford Power Inc. (“BPI”) Merger Participation Agreement – Closing Adjustment Documents and Share Redemption 380 - 517

This report will be discussed at the Council Meeting at 6:30 p.m.

12. Unfinished Business

13. Correspondence

13.1 Lelia Stairs re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc. 518 - 518

13.2 Jeanette Vialardi re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc. 519 - 520

13.3 Colin and Debra Winkles re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc. 521 - 522

13.4 Greg and Diane Palfrey re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc. 523 - 523

13.5 Lynda Muss re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc 524 - 525

13.6 Robert Muss re: 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc 526 - 526

13.7 Jim and Daisy Hodgson re: 22-116-CD 725-775 Main Street - Official Plan and Zoning By-law Amendment - 2687734 Ontario Inc. 527 - 527

14. Notice of Motion

14.1 Notice of Motion - Councillor Cooper re: Downtown Cambridge Truck Diversion Study 528 - 528

This Motion will be introduced during the December 13, 2022, Council meeting and will be discussed at the Council meeting scheduled for January 31, 2023.

15. Motion to Receive Correspondence and Presentations

16. Introduction and Consideration of By-laws

529 - 566

THAT the following by-laws listed under the heading of Introduction and Consideration of By-laws be enacted and passed:

22-072 Being a by-law to dedicate certain lands as public highway (Equestrian Way)

22-073 Being a by-law to exempt certain lots or blocks pursuant to subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended (Part Lot Control Exemption) – 270, 280 and 290 Equestrian Way

22-074 Being a by-law to exempt certain lots or blocks pursuant to subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended (Part Lot Control Exemption) – Block 9, 10 and 13 on Registered Plan 58M-686

22-075 Being a by-law to provide for a 2023 Interim Tax Levy and for the payment of 2023 Interim Taxes

22-076 Being a by-law to adopt Amendment No. 57 to the City of Cambridge Official Plan (2012), as amended (201 and 217 Hespeler Road)

22-077 Being a by-law to amend Zoning By-law 150-85, as amended with respect to land municipally known as 201 and 217 Hespeler Road.

22-078 Being a by-law to amend Zoning By-Law 150-85, as amended with respect to land municipally known as 359 Lawrence Street

22-079 Being a by-law to adopt Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended (1418 Duke Street)

22-080 Being a by-law to amend Zoning By-law 150-85, as amended with respect to land municipally known as 1418 Duke Street

17. Confirmatory By-law 567 - 568

18. Adjournment

To:	SPECIAL COUNCIL (STATUTORY PUBLIC MEETING)
Meeting Date:	**12/13/2022**
Subject:	**22-099-CD Public Meeting Report – 325 Shantz Hill Road Affordable Housing, Habitat for Humanity**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Jacqueline Hannemann, MCIP, RPP, Senior Planner Development
Report No.:	22-099-CD
File No.:	R08/22
Wards Affected:	Ward 1

RECOMMENDATION(S):

THAT Report 22-099-CD Public Meeting Report – 325 Shantz Hill Road Affordable Housing, Habitat for Humanity be received;

AND THAT application R08/22 for 325 Shantz Hill Road be referred back to staff for a subsequent report and staff recommendation.

EXECUTIVE SUMMARY:

Purpose

This report has been prepared for the statutory public meeting required by the Planning Act to introduce the requested Zoning By-law Amendment to Council and the Public, which if approved, would facilitate the development of the property with 24 affordable townhouse units developed by Habitat for Humanity.

Key Findings

- The proposed development provides an opportunity to transform underutilized properties into a multi-unit residential development with affordable housing units.
- The proposed development would support the Regional and City objective of directing 45 percent of new development within the Built-up Area as well as providing for additional housing stock for the City of Cambridge.

Financial Implications

Any costs of the application are borne by the applicant. The property is owned by Habitat for Humanity and therefore all City application costs are exempt. The future recommendation report will provide additional financial implications.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Increase housing options

Program: Development Approvals

Core Service: Official Plan and Zoning By-law Amendments

BACKGROUND:

Property

The subject property is located at 325 Shantz Hill Road. The lands are irregular in shape and have a total area of 8,172m². The property has approximately 40m of frontage along Shantz Hill Road.

The subject lands are shown in Figure 1.

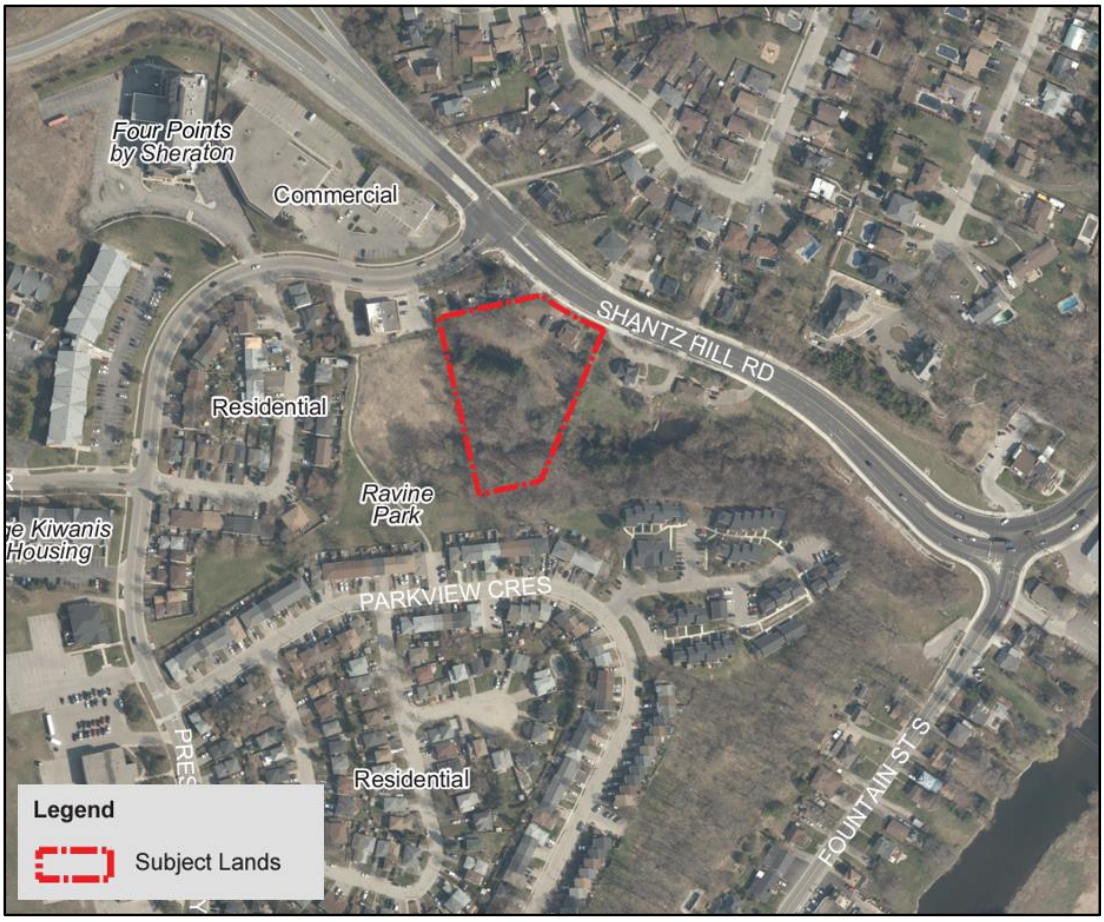


Figure 1 – Location of Subject Lands

The property is currently vacant. The property did at one time contain a single detached dwelling and a detached garage. These have been demolished in order to accommodate the proposed redevelopment. The rear portion of the property is within the Grand River Conservation Authority (GRCA) regulation limit and contains wetlands, steep slope and a regulated watercourse. No development is permitted in the natural heritage feature and associated 15 metre buffer. As such, there is a large portion of the property that cannot be developed.

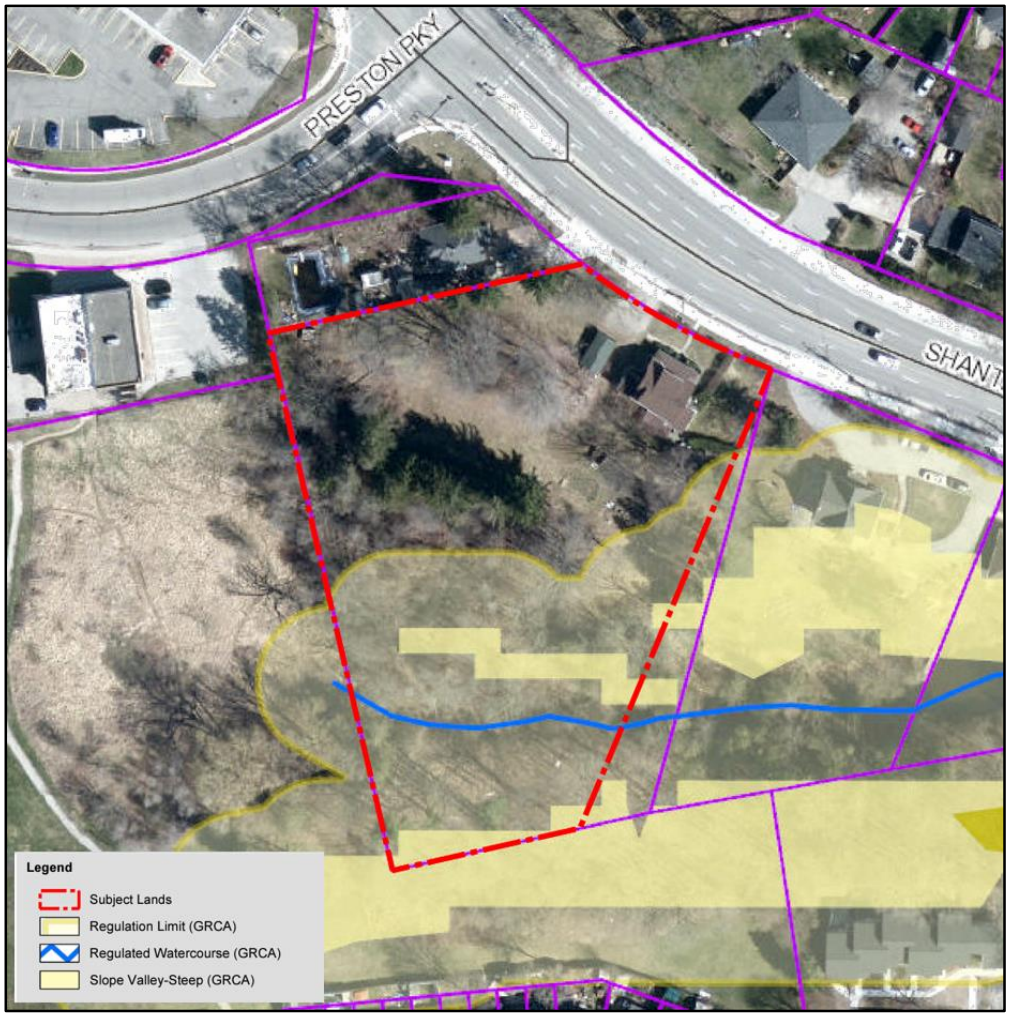


Figure 2 - Portion of the lands that are regulated by GRCA

Surrounding Land Uses
The surrounding area is characterized by residential and commercial development, generally consisting of commercial uses accessed from Shantz Hill Road and low-density residential development located to the north and south of Shantz Hill Road.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan, 2012 (as amended)

Existing Land Use Designations: Built-Up Area – Map 1 and Low Medium Density Residential – Map 2.

Proposed Land Use Designations: There is no change to the land use designations.

The existing land use designations are shown in Figures 3 and 4 below:

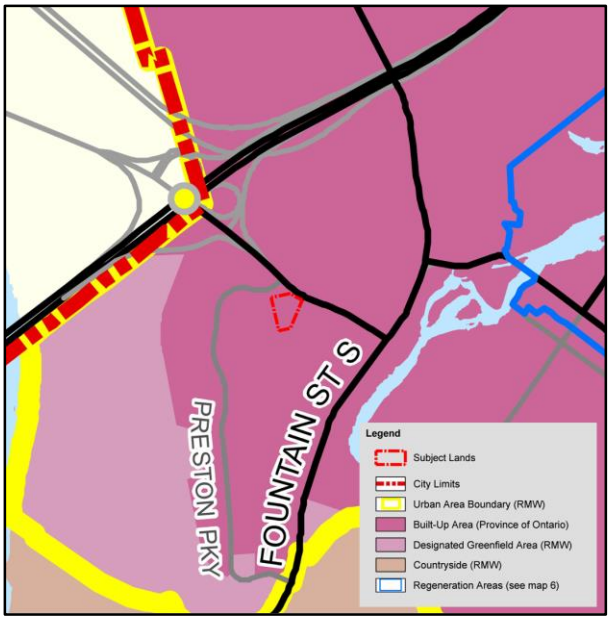


Figure 3 – Current Designation on Map 1 of the Official Plan

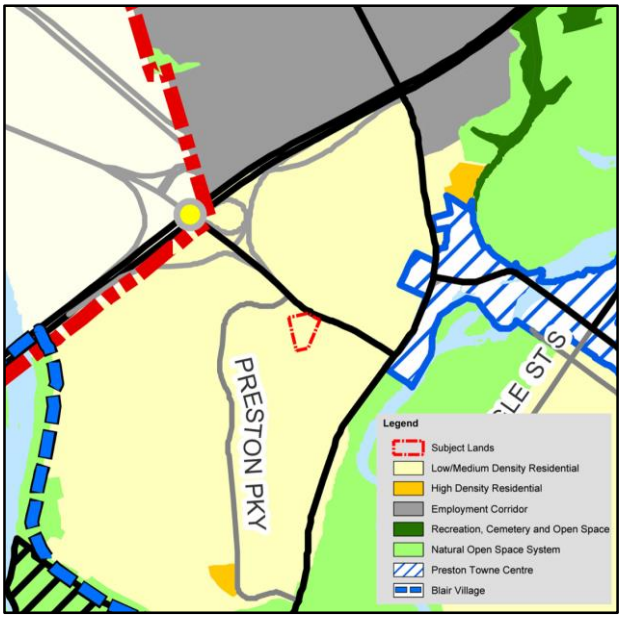


Figure 4 – Current Designation on Map 2 of the Official Plan

City of Cambridge Zoning By-law 150-85 (as amended)

Existing Zoning: R3

Proposed Zoning: RM3 with site-specific provisions.

The existing and proposed zoning is shown in Figures 5 and 6 below:

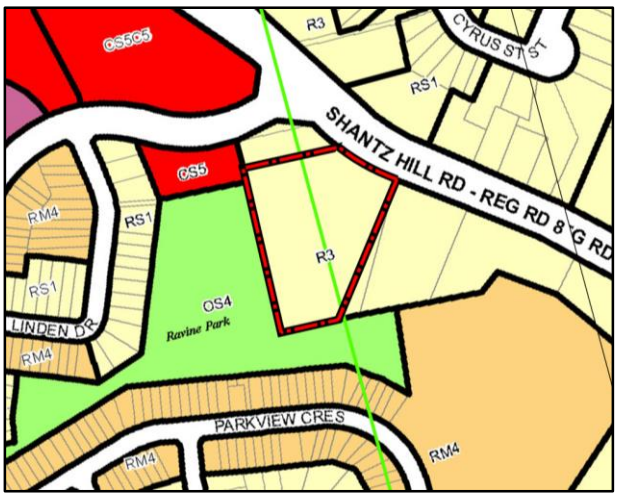


Figure 5 – Current Property Zone



Figure 6 – Proposed Property Zone

Proposed Site-specific Zoning Provisions:

Development Standard	Existing Zoning By-law 150-85 Regulations for RM3 Zone	Proposed Zoning (RM3 with site specifics)
Minimum Interior Side Yard setback	7.5m	2.2m
Minimum Common Amenity Area	720m2 (30m2 per unit)	167m2 (6.96m2 per unit)
Minimum Visitor Parking	0.25 spaces per unit (total of 6 visitor parking spaces)	0.2 spaces per unit (total of 4 visitor parking spaces)

ANALYSIS:

Proposal

The owner is proposing an affordable housing infill development of two blocks of stacked townhouses proposed to be 3.5 storeys in height. Each block proposes 12 units for a combined total of 24-units at a density of 32 units per hectare. The townhouses will be oriented side-by-side and face towards Shantz Hill Road.

The applicant is proposing 30 surface parking spaces of which 24 would be for resident use, 4 parking spaces would be dedicated for visitor parking spaces and 2 spaces would be barrier free parking. Vehicular and pedestrian access will be provided from Shantz Hill Road via a driveway and sidewalk connection. The parking spaces will be located along the driveway, with the townhouse blocks fronting onto the driveway and parking area.

The applicant has submitted a Zoning By-law Amendment application for the subject lands to facilitate the development of stacked townhouses on the property with site specific provisions to decrease the side yard setback, decrease the minimum amenity area and decrease the required visitor parking spaces. The details of the site-specific requests have been summarized in the previous section of this report. Figure 7 below illustrates the proposed development.



Figure 7 Proposed Concept Plan of Development

Policy Overview

The lands are located within the Built-Up Area identified in the Growth Plan, the ROP and City OP. The Built-Up Area encourages the intensification of lands as part of the City's growth management strategy and directs that "infill, intensification, and redevelopment within existing neighbourhoods will be minor in nature and will be designed to respect existing character and provide connections and linkages where possible."

The subject property is designated Low/Medium Density Residential which permits a maximum density of 40 units per hectare.

Planning Process and Future Steps

A statutory public meeting is a requirement of the Planning Act.

Following the statutory public meeting, City Planning Staff will review comments received from the public meeting, City departments and external commenting agencies and will work with the applicant to address any concerns prior to moving forward with a final recommendation to Council.

The proposed Zoning By-law Amendment application is currently under review by City staff and applicable commenting agencies. Considerations for the review of these applications include (but are not limited to) the following:

- Consistency with the policies of the Provincial Policy Statement (2020);
- Conformity with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020); Region of Waterloo Official Plan; City of Cambridge Official Plan; and, the City of Cambridge Zoning By-law No. 150-85;
- Land use compatibility with surrounding development and overall character of the existing neighbourhood;
- Appropriateness of the proposed site-specific zoning request associated with the proposed development; and,
- Comments received from members of Council, public, City staff and agency circulation.

In accordance with Planning Act requirements, the City is required to process complete planning applications which includes circulation, review of issues, and consideration of all input, along with making a future recommendation to Council. For this report, staff is providing the standard recommendation to refer the applications back to staff to continue the processing of the planning applications.

Planning decisions are subject to appeal to the Ontario Land Tribunal (OLT). An appeal may be filed if the application is refused, approved or if a decision is not made within the timeline for processing the applications set out in the Planning Act.

FINANCIAL IMPACT:

Any costs of the application are borne by the applicant. Habitat for Humanity is exempt from paying City application fees. The future recommendation report will provide additional financial implications.

PUBLIC VALUE:

Engagement:

The purpose of this Statutory Public Meeting is to inform the public/local residents of the proposed development in their community and provide the public/local residents with an opportunity to be involved in the decision-making process with respect to the proposed development and Zoning By-law Amendment application. Participants are able to share their feedback on the proposed development with staff, the applicant and Council and identify any potential impacts the development may have on the surrounding residents and area. The Public Meeting is a key milestone in the planning approval process that allows for engagement and dialogue between stakeholders.

ADVISORY COMMITTEE INPUT:

Advisory Committees Consulted:

Not applicable.

PUBLIC INPUT:

The statutory public meeting required under the Planning Act is being held on December 13, 2022. The public meeting notification was provided in the Cambridge Times and was mailed out to all assessed property owners within a 120 metre (393.7 feet) radius of the subject lands. Any interested parties and members of the public will be provided with an opportunity to speak to this proposal at the December 13, 2022 public meeting. The studies provided in support of the applications are available on the City of Cambridge Current Development website: Current Development Applications - City of Cambridge

All public comments received will be considered as part of the review of the application and will be included in the future recommendation report to Council. The report will be posted on the City's website as part of the public report process.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix B. Any comments received will be included in a future planning recommendation report.

CONCLUSION:

Staff will provide further comments and analysis regarding these applications as part of the future recommendation report to Council. A statutory public meeting is required by the Planning Act to provide an opportunity for the public and members of Council to give input on the proposal.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

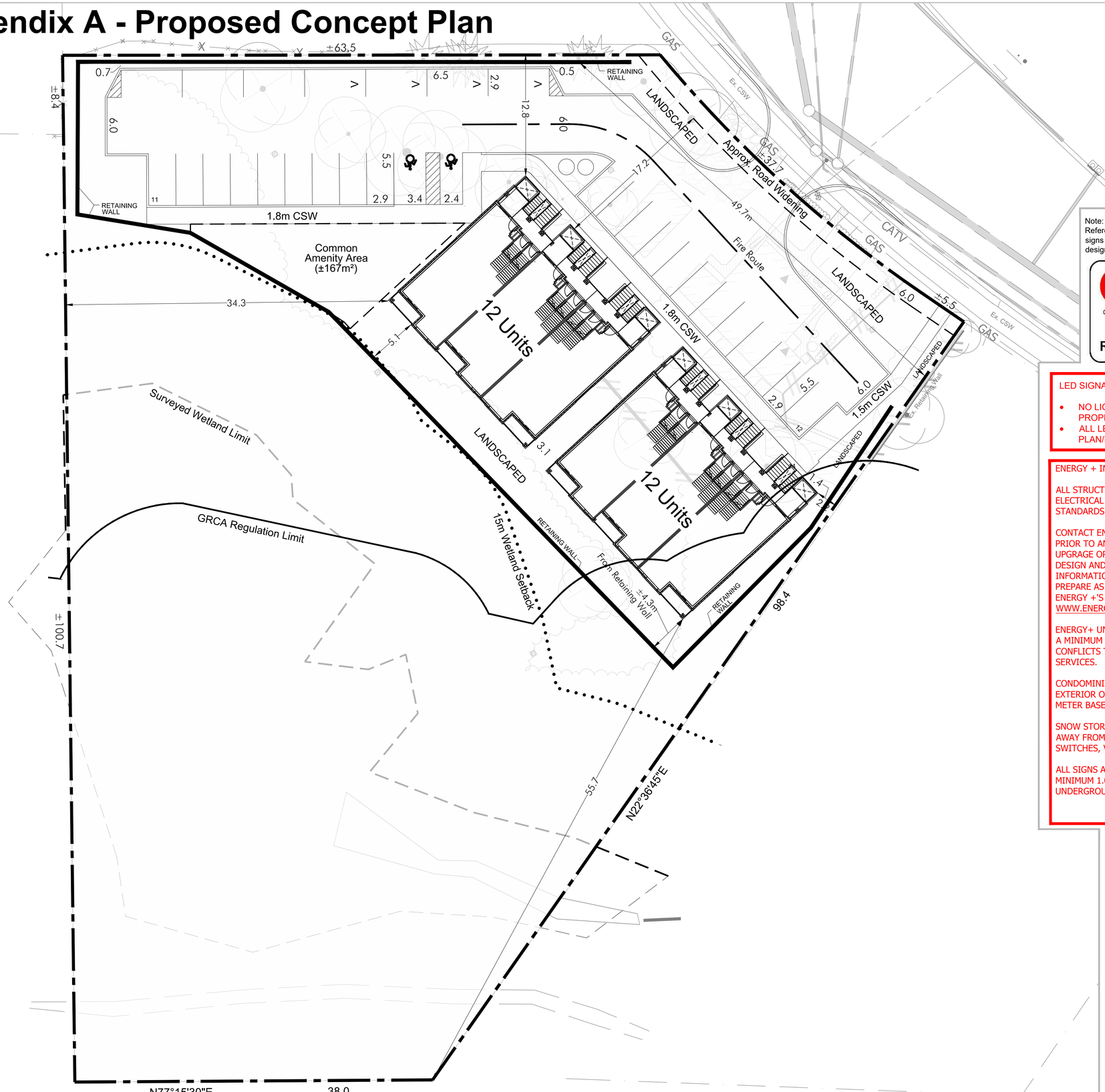
City Manager

ATTACHMENTS:

1. 22-099-CD Appendix A – Proposed Concept Plan

2. 22-099-CD Appendix B – Application Circulation List

Appendix A - Proposed Concept Plan



Note:
Reference the fire route and accessible parking signs on the site plan using the following sign design.



LED SIGNAGE

- NO LIGHT SPILL IS PERMITTED AT PROPERTY LINE
- ALL LED SIGNAGE SUBJECT TO SITE PLAN/LIGHTING PLAN REVIEW

ENERGY + INC.

ALL STRUCTURES AND FIXTURES TO MEET ELECTRICAL SAFETY AUTHORITIES MINIMUM STANDARDS AND CLEARANCES.

CONTACT ENERGY + MINIMUM 6 MONTHS PRIOR TO ANY RELOCATIONS, SERVICE UPGRAGE OR NEW IN SERVICE DATE, FOR A DESIGN AND ESTIMATE, WITH ALL OF THE INFORMATION ENERGY + REQUIRES TO PREPARE AS PER
ENERGY +'S CONDITIONS OF SERVICE
WWW.ENERGYPLUS.CA

ENERGY+ UNDERGROUND DUCTS WILL HAVE A MINIMUM 1.0m COVER WITH NO CONFLICTS TO DEVELOPER INSTALLED DEEP SERVICES.

CONDOMINIUM CORPORATION OWNS THE EXTERIOR OF THE BUILDINGS THAT ENERGY+ METER BASES ARE TO BE INSTALLED ON.

SNOW STORAGE MUST BE A MINIMUM 4.0m AWAY FROM ENERGY+ TRANSFORMERS, SWITCHES, VAULTS, ETC.

ALL SIGNS AND FENCE POSTS MUST BE A MINIMUM 1.0m FROM EDGE OF ENERGY+ UNDERGROUND DUCT BANKS.

CITY OF CAMBRIDGE
APPROVED
UNDER SECTION 41 OF THE *PLANNING ACT* R.S.O. 1990, c.P.13

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

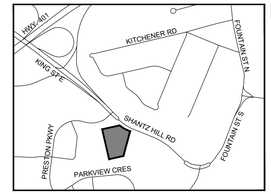
SITE PLAN IS RECOMMENDED FOR APPROVAL

BUILDING DIV. _____
ACCESSIBILITY _____
ECON. DEV. _____
DEV. ENG. _____
FIRE DEPT. _____
HYDRO _____
TRANSPORTATION _____
PLANNING _____
REGION OF WATERLOO _____

Legal Description

325 SHANTZ HILL ROAD
CITY OF CAMBRIDGE,
REGIONAL MUNICIPALITY OF WATERLOO

Key Plan



SITE STATISTICS

Zoning Summary (RM3 - Zoning By-law No. 150-85) *Cluster Development - Multiple Unit Residential Buildings*		
	Required (min)	Provided
Lot Area	-	±7,590m²*
Density (max.)	40uph	32 uph
Lot Frontage	20.0m	49.7m
Front Yard	6.0m	17.2m
Int. Side Yard	7.5m	2.2m
Rear Yard	7.5m	34.3m
Lot Coverage (max.)	40%	10.8%
Common Amenity Area	720m² (30 m²/dwelling unit)	167m²
Landscaped Open Space	30%	73.9%
Off Street Parking	24 spaces (1.0 spaces/unit)	24 spaces (1.0 spaces/unit)
Visitor Parking	6 spaces (0.25 spaces/unit)	4 spaces (0.2 spaces/unit)
Barrier Free	2 spaces (Type A -1, Type B-1)	2 spaces
Total Parking	32 spaces	30 spaces
Total Units - 24		

* Lot area includes road widening

Building Coverage (822m²)	10.8%
Landscaped Area (5,605m²)	73.9%
'Hard Surface' Area (1,163m²)	15.3%
Total	100.0%

NOTES:
- All dimensions are in meters unless otherwise noted.
- Survey base information provided by Meritech and MTE (Nov. 2019) and JD Barns (Nov. 2021)
- Driveways and aisles to be defined by 0.20m raised concrete curbing or sidewalks as shown.
- Excess snow collection will be trucked off-site.

Revision No.	Date	Issued / Revision	By

MHBC PLANNING URBAN DESIGN & LANDSCAPE ARCHITECTURE
200-540 BINGEMANS CENTRE DR. KITCHENER, ON. N2B 3X9 | P: 519.576.3650 F: 519.576.0121 | WWW.MHBCPLAN.COM

Stamp

Date: May 8, 2022
Drawn By: CAC
Plan Scale: 1:200
File No.: 18315A
Checked By: DC
Other

CONCEPT PLAN F

Project
Habitat for Humanity
325 Shantz Hill Road
Cambridge, Ontario

north

File Name: **CONCEPT PLAN**
Dwg No.: **1 of 1**

Scale Bar

K:\8784BU-Activa-Isherwood\SP\SitePlan June14 2021.dwg

Appendix E – Internal/External Consultation

This application has been circulated to the departments and agencies listed below. Their comments will be included in a future staff report to Council for consideration.

- City of Cambridge Engineering Division;
- City of Cambridge Transportation Engineering Division;
- City of Cambridge Recreation and Cultural Division;
- City of Cambridge Fire Department;
- City of Cambridge Building Services Division;
- City of Cambridge Accessibility Coordinator;
- City of Cambridge Economic Development Division;
- City of Cambridge Senior Planner Reurbanization;
- Regional Municipality of Waterloo;
- Grand River Conservation Authority;
- Energy+ Inc;
- Waterloo Region District School Board; and
- Waterloo Catholic District School Board
- Ministry of Municipal Affairs and Housing

To:	SPECIAL COUNCIL (STATUTORY PUBLIC MEETING)
Meeting Date:	**12/13/2022**
Subject:	**22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc.**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Rachel Greene, Senior Planner
Report No.:	22-116-CD
File No.:	OR08/22
Wards Affected:	Ward 7

RECOMMENDATION(S):

THAT Report 22-116-CD 725-775 Main Street – Official Plan and Zoning By-law Amendment – 2687734 Ontario Inc. be received;

AND THAT application OR06/22 for 725-775 Main Street be referred back to staff for a subsequent report and staff recommendation.

EXECUTIVE SUMMARY:

Purpose

- This report has been prepared for the statutory public meeting required by the Planning Act to introduce the requested Official Plan and Zoning By-law Amendments to Council and the Public, which if approved, would facilitate the development of the property with a 12-storey apartment building (206 units) and four (4) stacked townhouses (12 units each) for a total of 254 dwelling units.

Key Findings

- The subject property is located within the Draft Main Street and Dundas Street Secondary Plan area.
- The proposed development provides an opportunity to introduce additional residential density as well as a range and mix of housing options within one of the City's main intensification nodes.

Financial Implications

- Any costs of the application are borne by the applicant. The future recommendation report will provide additional financial implications.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Increase housing options

Program: Development Approvals

Core Service: Official Plan and Zoning By-law Amendments

BACKGROUND:

Property

The subject lands are located at 725 and 775 Main Street and legally described as Part Lot 4 Concession 10, City of Cambridge, Regional Municipality of Waterloo. The irregular shaped lands have an approximate area of 1.7 hectares. The lands have approximately 80m of frontage on Main Street and 18m of frontage on Ferncliffe Street.

725 Main Street currently contains a single detached dwelling and accessory structures. 775 Main Street contains a single detached dwelling. All existing structures are proposed to be demolished as part of the redevelopment. There is also a locally significant wetland on the property that is proposed to be retained and enhanced.

The subject lands are shown in Figure 1.



Figure 1: Aerial Photo of 725 & 775 Main Street

Surrounding Land Uses

The area is characterized by a range of uses including residential uses immediately to the east, south, and west. Beyond Franklin Street to the west are a variety of commercial uses. The lands to the north are zoned industrial but are subject to a current development application to accommodate a mixed-use residential neighbourhood.

ANALYSIS:

Proposal

The applicant is seeking approval to redevelop the subject lands with the following:

- A total of 254 dwelling units:
    - 12 storey apartment building with 206 units
    - Four (4) 3-storey stacked townhouse buildings (12 units each) with 48 units
- A total of 276 parking spaces are proposed including 174 structured/underground spaces and 102 surface spaces
- Primary access to the site is proposed from Ferncliffe Street with an emergency access on Main Street
- A common outdoor amenity area is proposed in addition to retaining and enhancing the existing the wetland on the subject lands
- Additional amenity areas will be provided internal to the apartment building and in the form of private patios/balconies

The applicant has submitted Official Plan and Zoning By-law Amendment (OPA and ZBA) applications for the subject lands. An Official Plan Amendment is required to change the designation from Low/Medium Residential Density to High Density Residential with a site-specific provision to permit a density of 155 units per hectare. A Zoning By-law Amendment is also required to rezone the lands from (H)R4 Residential with a Holding provision to RM3 Multiple Residential with site specific-provisions for increased density, reduced setbacks and reduced parking rates. The details of the site-specific requests have been summarized in the Existing Policy/By-laws section of this report.

Figure 2 illustrates the proposed development.





Policy Overview

The lands are located within the Built-Up Area identified in the Growth Plan, the Regional Official Plan (ROP) and City Official Plan (OP). Directing development towards the existing Built-Up Area contributes to the creation of complete communities as well as efficient utilization of existing infrastructure. The proposal provides for a range and mix of housing while also maintaining and enhancing the natural features on site.

Detailed land use policies will be established through the Main and Dundas Street Secondary Plan which is currently under review. The draft policies in the 2016

Secondary Plan identify the subject lands would be designated as medium density residential which would permit a maximum of 75 units per hectare and a maximum height of 4 storeys. The plan contains draft urban design guidelines and its is expected the applicant will address these policies through a future site plan application.

Planning Process and Future Steps

A statutory public meeting is a requirement of the Planning Act.

Following the statutory public meeting, City Planning Staff will review comments received from the public meeting, City departments and external commenting agencies and will work with the applicant to address any concerns prior to moving forward with a final recommendation to Council.

The proposed Official Plan and Zoning By-law Amendment applications are currently under review by City staff and applicable commenting agencies. Considerations for the review of these applications include (but are not limited to) the following:

- Consistency with the policies of the Provincial Policy Statement (2020);
- Conformity with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020); Region of Waterloo Official Plan;
- General conformity with the Draft Main and Dundas Street Secondary Plan;
- Land use compatibility with surrounding development and overall character of the existing neighbourhood;
- Appropriateness of the proposed Official Plan designation for increased residential density;
- Appropriateness of the proposed site-specific zoning request associated with the proposed development; and,
- Comments received from members of Council, public, City staff and agency circulation.

In accordance with Planning Act requirements, the City is required to process complete planning applications which includes circulation, review of issues, and consideration of all input, along with making a future recommendation to Council. For this report, staff is providing the standard recommendation to refer the applications back to staff to continue the processing of the planning applications.

Planning decisions are subject to appeal to the Ontario Land Tribunal (OLT). An appeal may be filed if the application is refused, approved or if a decision is not made within the timeline for processing the applications set out in the Planning Act.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan, 2012, as amended

Existing Land Use Designation(s): Built-up Area - Map 1A and Low/Medium Density Residential - Map 2

Proposed Land Use Designation(s): High Density Residential - Map 2 with a Site-Specific Policy

The subject lands are also located within the proposed Main Street and Dundas Street Secondary Plan area. The draft 2016 Secondary Plan designates the property as Medium Density Residential. The review of the Secondary Plan is running concurrent with the review of this application.

Proposed Site-Specific Official Plan Policies:

Development Standard	**Existing Official Plan Policy (High Density Residential)**	**Draft Main and Dundas Secondary Plan (Medium Density Residential)**	**Proposed**
Maximum Density	2.0 FSI	75 units per hectare	155 units per hectare 1.80 FSI
Maximum Height	N/A	4 storeys	12 Storeys

The existing and proposed land use designation in the City OP are shown on Figure 3.

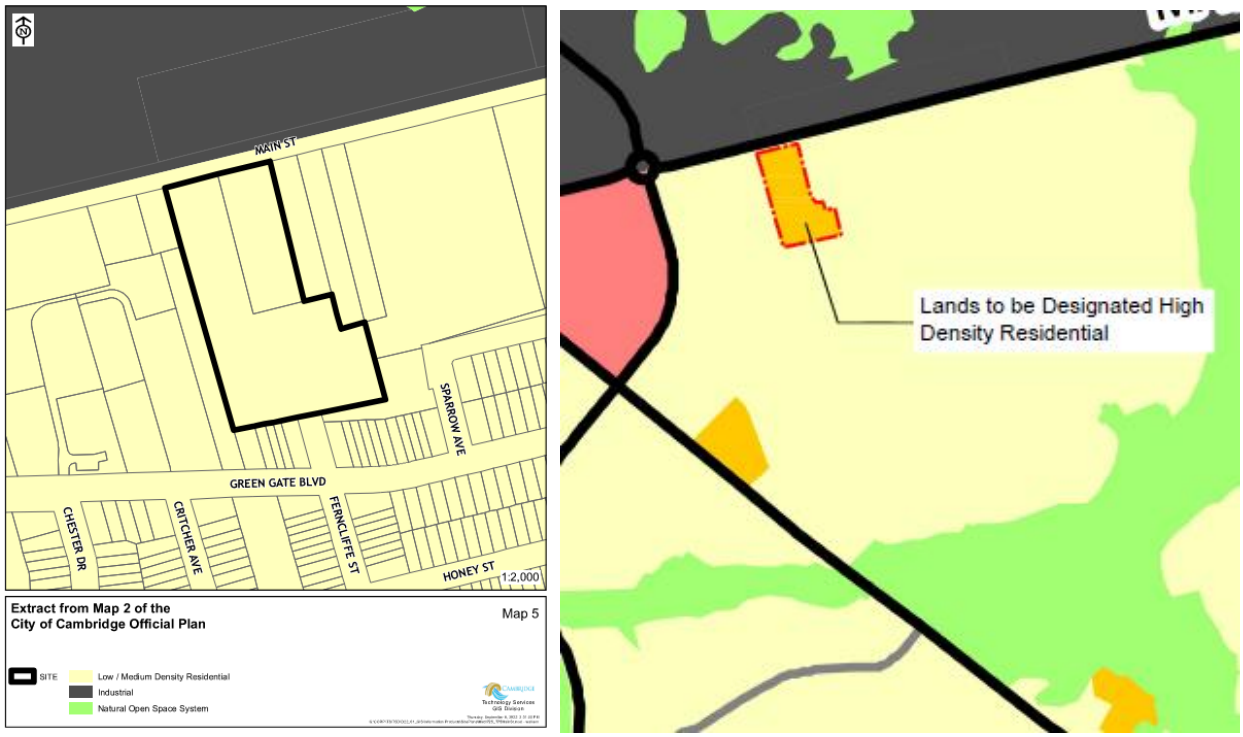


Figure 3 Existing and Proposed Official Plan Designations

City of Cambridge Zoning By-law 150-85, as amended

Existing Zoning: (H)R4 Residential with a Holding provision

Proposed Zoning: RM3 Multiple Residential Zoning with a Site-Specific provision

The locally significant wetland should be place din the appropriate open space zoning.

Proposed Site-specific Zoning Provisions for Apartment:

Development Standard	Existing Zoning By-law 150-85 (RM3)	Proposed
Maximum Density	75 units per hectare	155 units per net hectare
Minimum Interior Side Yard Setback	12 m	5.1 m to western property line
Minimum Front Yard Setback	6 m	4.8 m to Main Street

Proposed Site-Specific Zoning Provisions for Stacked Townhouses:

Development Standard	Existing Zoning By-law 150-85 (RM3)	Proposed
Maximum Density	40 units per hectare	155 units per net hectare

Minimum Interior Side Yard Setback	6 m	5.5 m to eastern property line
Minimum Front Yard Setback	6 m	5.5 m to Ferncliffe Street

Proposed Site-Specific Parking Provisions:

Development Standard	Existing Zoning By-law 150-85 (RM3)	Proposed
Apartment House	1.25 spaces per unit (includes visitor parking) **(258 spaces)**	1.09 spaces per unit **(276 spaces - deficient 54 spaces)**
Cluster Row Housing	1.5 spaces per unit (includes visitor parking) **(72 spaces)**	

Holding Provision:

The existing holding provision will be lifted once it is confirmed that full municipal services are available for the future development of this site.

The existing and proposed zoning is shown on Figure 4.



Figure 4 Existing and Proposed Zoning Classification

FINANCIAL IMPACT:

Any costs of the application are borne by the applicant. The future recommendation report will provide additional financial implications.

PUBLIC VALUE:

Engagement

The purpose of this Statutory Public Meeting is to inform the public/local residents of the proposed development in their community and provide the public/local residents with an opportunity to be involved in the decision-making process with respect to the proposed development and OPA and ZBA applications. Participants are able to share their feedback on the proposed development with staff, the applicant and Council and identify any potential impacts the development may have on the surrounding residents and area. The Public Meeting is a key milestone in the planning approval process that allows for engagement and dialogue between stakeholders.

ADVISORY COMMITTEE INPUT:

Not applicable.

PUBLIC INPUT:

The statutory public meeting required under the Planning Act is being held on December 13, 2022. The public meeting notification was provided in the Cambridge Times and was mailed out to all assessed property owners within 120 metres (393.7 feet) radius of the subject lands and anyone else requesting notice. Any interested parties and members of the public will be provided with an opportunity to speak to this proposal at the public meeting. The studies provided in support of the applications are available on the City of Cambridge Current Development website: Current Development Applications - City of Cambridge

All public comments received will be considered as part of the review of the application and will be included in the future recommendation report to Council. The report will be posted on the City's website as part of the public report process.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix E. Any comments received will be included in a future planning recommendation report.

CONCLUSION:

Staff will provide further comments and analysis regarding these applications as part of the future recommendation report to Council. A statutory public meeting is required by the Planning Act to provide an opportunity for the public and members of Council to give input on the proposal.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

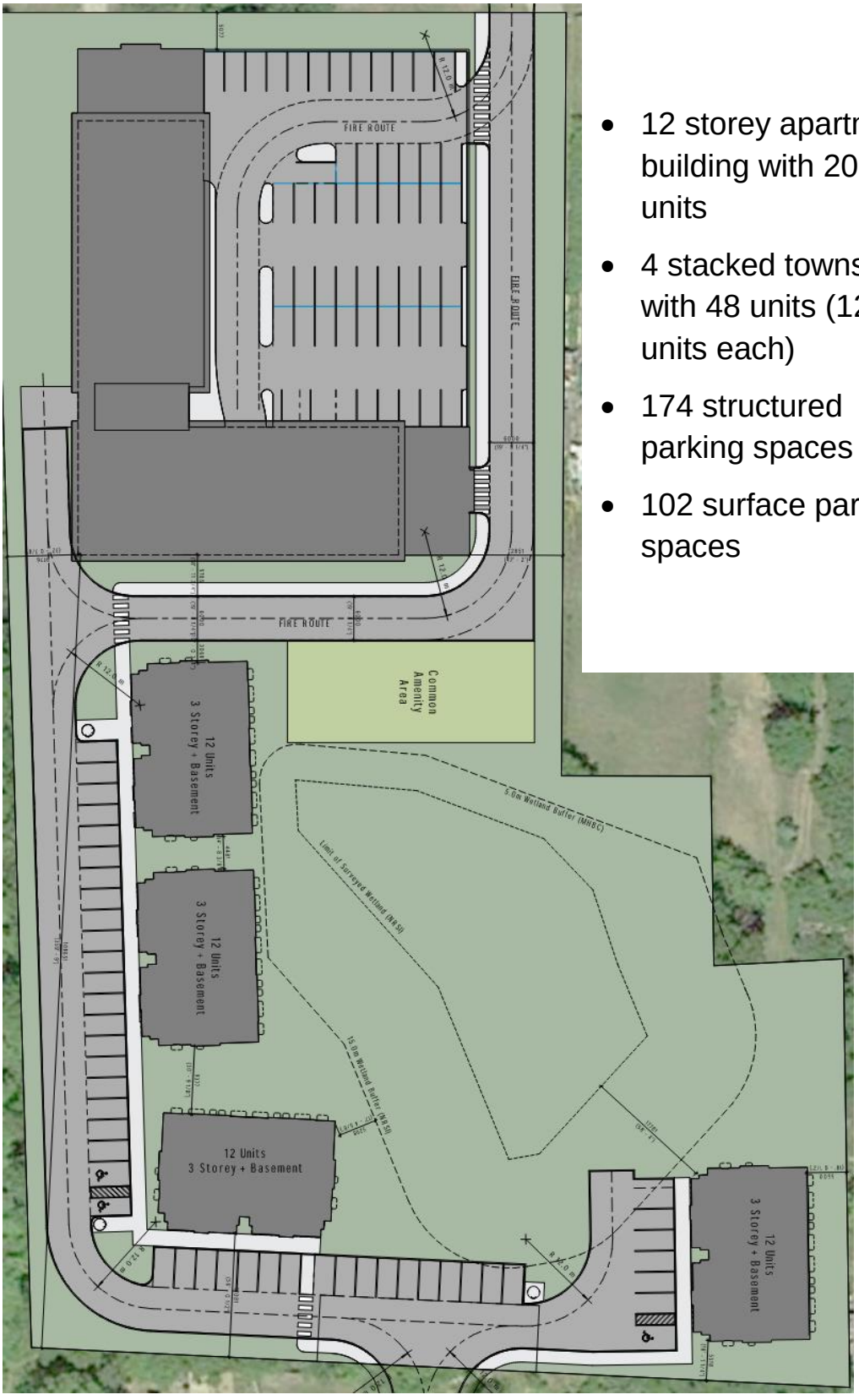
City Solicitor

City Manager

ATTACHMENTS:

1. 22-116-CD Appendix A – Proposed Site Plan
2. 22-116-CD Appendix B – Concept Elevations
3. 22-116-CD Appendix C – Existing Official Plan Map
4. 22-116-CD Appendix D – Existing Zoning Map
5. 22-116-CD Appendix E – Internal/External Consultation & List of Supporting Studies

Appendix A - Concept Site Plan



- 12 storey apartment building with 206 units
- 4 stacked towns with 48 units (12 units each)
- 174 structured parking spaces
- 102 surface parking spaces

Appendix B - Concept Elevations

Apartment view from the North (Main Street)



Apartment view from the East



Stacked Townhouse Elevations (Front and Side)

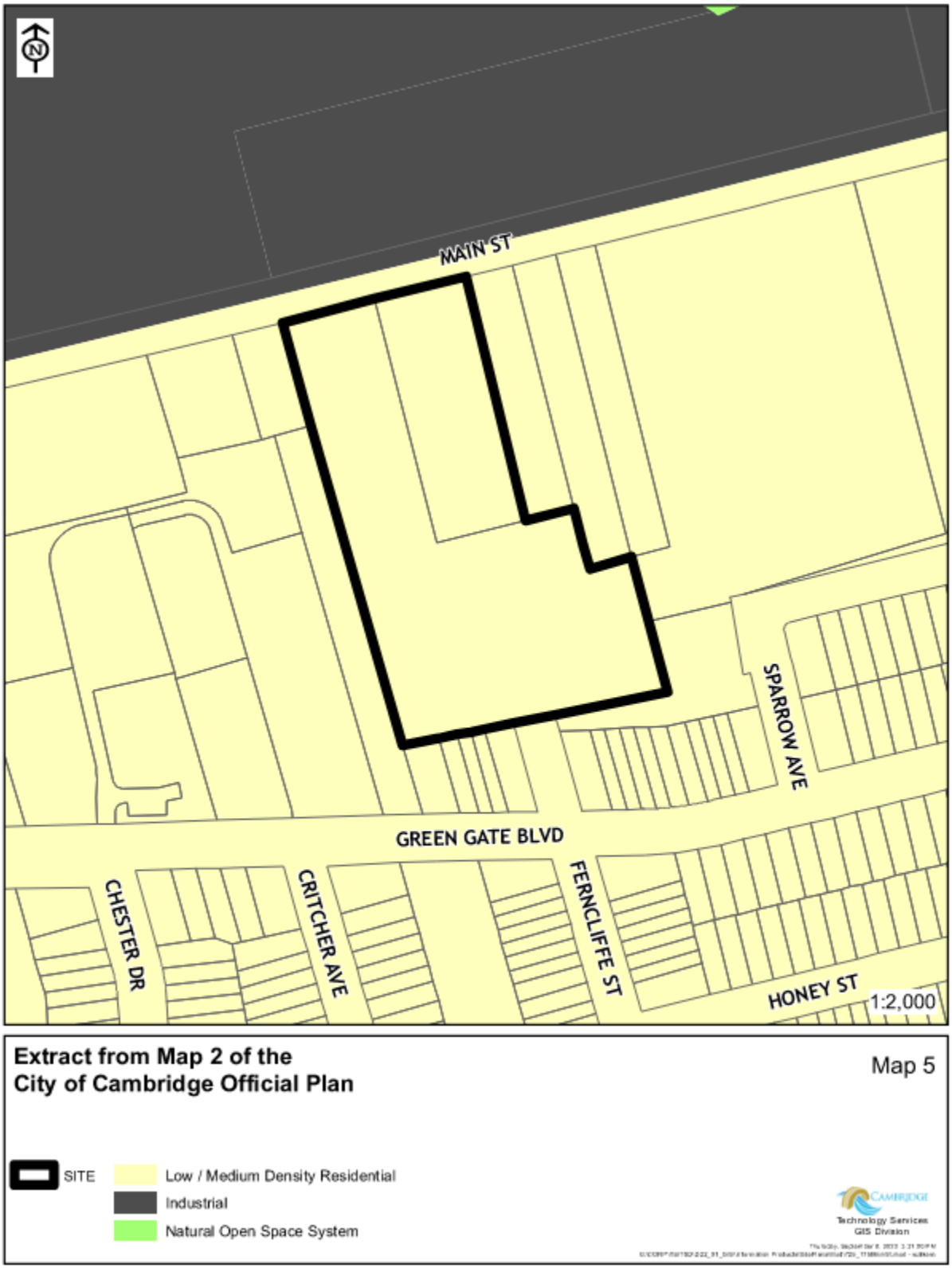








Appendix C - Existing Official Plan Map



Appendix D - Existing Zoning Map



Appendix E - **Internal/External Consultation & List of Supporting Studies**

This application has been circulated to the departments and agencies listed below. Their comments will be included in a future staff report to Council for consideration.

- City of Cambridge Engineering Division;
- City of Cambridge Transportation Engineering Division;
- City of Cambridge Fire Department;
- City of Cambridge Building Services Division;
- City of Cambridge Accessibility Coordinator;
- City of Cambridge Economic Development Division;
- City of Cambridge Planning Services;
- Regional Municipality of Waterloo;
- Grand River Conservation Authority;
- GrandBridge Energy;
- Waterloo Region District School Board; and,
- Waterloo Catholic District School Board.

List of Supporting Studies

- Planning Justification Report
- Urban Design Brief
- Conceptual Site Plan and Elevations
- Architectural Drawing Set
- Noise Feasibility Study
- Environmental Impact Study
- Geotechnical Investigation Report
- Hydrogeological Study
- Functional Servicing and Stormwater Management Report

MINUTES

Corporation of the City of Cambridge

Council Meeting

Date:	November 29, 2022, 6:30 p.m.
Location:	Council Chambers
Council Members in Attendance:	Councillor Reid - Ward 1, Councillor Devine - Ward 2, Councillor Kimpson - Ward 3, Councillor Earnshaw - Ward 4, Councillor Roberts - Ward 5, Councillor Cooper - Ward 6, Councillor Hamilton - Ward 7, Councillor Ermeta - Ward 8, and Mayor Liggett
Staff Members in Attendance:	David Calder - City Manager, Hardy Bromberg, Deputy City Manager - Community Development, Yogesh Shah, Deputy City Manager - Infrastructure Services, Cheryl Zahnleiter, Deputy City Manager - Corporate Enterprise, Danielle Manton - City Clerk, Rachel Latour - Administrative Assistant, Michael Oliveri - Council Committee Services Coordinator, Maria Barrantes Barreto - Council Committee Services Coordinator, Katie Fischer - Deputy Treasurer, Brian Arnold - Fire Chief, Julie Kalbfleisch - Director of Communications, Rutvik Shah - Support Technician, Krishna Katta - Support Technician

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1. Meeting Called to Order

The meeting of the Council of the Corporation of the City of Cambridge is held in-person and live streamed to the City of Cambridge website. Mayor Liggett welcomes everyone present and calls the meeting to order at 6:32 p.m.

2. Indigenous Territory Acknowledgement

3. Disclosure of Pecuniary Interest

None.

4. Presentations

4.1 Presentation to 2018-2022 Outgoing Council Members

4.2 Danielle Manton, City Clerk re: 22-057-CRS Procedure By-law Review and Hybrid Meeting Procedure

4.3 Presentation by Bronwyn Mondoux & Andrea Dyer, Cinnamon Toast re: 22-032-OCM Cambridge 50th Celebration Update

5. Delegations and Consideration of Related Reports

None.

6. Consent Agenda

Motion: 22-283

Moved by Councillor Kimpson
Seconded by Councillor Earnshaw

THAT all items listed under the heading of Consent Agenda for November 29, 2022 be adopted as recommended.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and and Mayor Liggett

Carried (9 to 0)

6.1 Special Council Minutes - September 27, 2022

6.2 Council Information Package - November 18, 2022

6.3 22-054-CRS 2022 Operating Financial Update – August Forecast

6.4 22-012-IFS Capital Status and Forecast – August 2022 Update

6.5 22-060-CRS Annual Indexing of Development Charges – December 1, 2022

7. Consideration of Reports

7.1 Corporate Services

7.1.1 22-056-CRS Advisory Committee Review

Motion: 22-284

Moved by Councillor Hamilton

Seconded by Councillor Roberts

THAT Report 22-056-CRS Advisory Committee Review be received for information;

AND THAT the Council Advisory Committee Handbook attached as Appendix A to Report 22-056-CRS be approved;

AND THAT the City Clerk be delegated the authority to update the Advisory Committee Handbook as required;

AND THAT the Advisory Committee Appointment Policy attached as Appendix B to Report 22-056-CRS be approved;

AND THAT Striking Committee be dissolved with responsibility for interviewing candidates for appointment to the City's Advisory Committees delegated to an interview panel consisting of the committee's Staff Liaison, Council Liaison, Chair and/or Vice Chair or designate, and a member of the Clerks division as an advisor with recommended appointments to be ratified by Council;

AND THAT all advisory committees be permitted to recruit two (2) non-voting alternate members who will move into a voting member position should vacancies occur within the Council term;

AND THAT the Community Wellbeing Advisory Committee be dissolved with direction that the City Clerk report back to Council at a future date with a recommendation for a new committee that will address community wellbeing issues in the City;

AND THAT the Property Standards and Dog Muzzle Appeals Committees be dissolved and that a General Appeals Committee be established in their place;

AND THAT the General Appeals Committee Terms of Reference attached as Appendix C to Report 22-056-CRS be approved;

AND THAT given the expanded scope of responsibility, the honorarium for General Appeals Committee members be set at $80 per sitting and funded from the Clerk's Division Operating Budget;

AND THAT the Archives Board be dissolved and transition to an Archives Working Group;

AND THAT the Honorarium for all Committee of Adjustment Members be set at $80 and funded from the Planning Division's Operating Budget;

AND THAT Committee of Adjustment Members be compensated for any mileage incurred as a result of site visits at the annual approved rate and funded from the Planning Division's Operating Budget;

AND THAT the voting privileges of appointed members of Council to advisory committees be removed with Council appointees to serve in an advisory capacity only;

AND THAT Terms of Reference for advisory committees be updated to remove the Council appointee as a member of the committee for the purposes of determining quorum for a meeting

Please note: Appendix D was withdrawn prior to the Council Meeting and will return to Council on December 13, 2022.

In Favour (8): Councillor Reid, Councillor Kimpson, Councillor Ernshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Opposed (1): Councillor Devine

Carried (8 to 1)

7.1.2 22-057-CRS Procedure By-law Review and Hybrid Meeting Procedure

Moved by Councillor Ermeta
Seconded by Councillor Devine

THAT Report 22-057-CRS Procedure By-law Review and Hybrid Meeting Procedure be received;

AND THAT the Procedure By-law and accompanying Hybrid Meeting Procedure attached as Appendix A through D to Report 22-057-CRS be presented to Council for enactment for a one-year trial period ending on December 31, 2023;

AND FURTHER THAT prior to the conclusion of the one-year trial period, the City Clerk be directed to report back to Council with a finalized Procedure By-law and Hybrid Meeting Procedure incorporating revisions from Council.

Deferral:
Motion: 22-285

Moved by Councillor Devine
Seconded by Councillor Earnshaw

THAT Report 22-057-CRS Procedure By-law Review and Hybrid Meeting Procedure be deferred to February 7, 2023.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

7.1.3 22-063-CRS Cambridge Fire Station No. 1 – Burn Tower Repairs

Motion: 22-286

Moved by Councillor Roberts

Seconded by Councillor Earnshaw

THAT Report 22-063-CRS (Cambridge Fire Station No. 1 – Burn Tower Repairs) be received;

AND THAT Q22-61 Cambridge Fire Station No. 1 – Burn Tower Repairs be awarded to United Building Restoration Ltd. of Pickering, Ontario in the amount of $125,311.35 inclusive of HST;

AND FURTHER THAT the budget for Capital Project A/01239-40 – Training Tower Fire Department be increased by $59,847 from the Facility Maintenance Reserve Fund.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

7.1.4 22-070-CRS Proposed 2023 Schedule of Meetings of Council and Acting Mayor Schedule

Motion: 22-287

Moved by Councillor Cooper
Seconded by Councillor Hamilton

THAT Report 22-070-CRS 2023 Schedule of Meetings of Council be received;

AND THAT Council approve the December 13, 2022 meeting time for the Planning-Statutory Public Meeting at 10:00 a.m. and the Council meeting at 6:30 p.m. due to statutory notification requirements;

AND THAT Council set the time for all 2023 Committee and Council meetings as outlined in report 22-070-CRS as follows:

- Budget & Audit Standing Committee – 9:30 a.m.
- Planning Statutory Public Meetings – 6:30 p.m.
- Council Workshops – 6:30 p.m.
- Council Meetings – 6:30 p.m.

AND FURTHER THAT Council approve the 2023 Acting Mayor Schedule as attached as Appendix B to report 22-070-CRS.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

7.1.5 22-059-CRS Library Board Appointments

Motion: 22-288

Moved by Councillor Reid
Seconded by Councillor Ermeta

THAT Report 22-059-CRS Library Board Appointments be received;

AND THAT Confidential Appendix A to report 22-059-CRS Library Board Appointments be received as information and remain confidential;

AND THAT the individuals noted in Confidential Appendix A to report 22-059-CRS Library Board Appointments be appointed to the Library Board for the 2022-2026 term of Council

AND FURTHER THAT the City Clerk be directed to notify the successful and unsuccessful applicants.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

7.2 Corporate Enterprise

7.2.1 22-028-CRE Appointment of New Members Business Improvement Area Board of Management for the 2023-2026 Term

Motion: 22-289

Moved by Councillor Earnshaw
Seconded by Councillor Devine

THAT Report 22-028-CRE Appointment of New Members Business Improvement Area Board of Management for the 2022-2026 Term be received;

AND THAT based on the nominations received Cambridge Council appoint 5 members to the Preston Towne Centre BIA Board of Management:

1. Julie Barlow
2. Todd Bowman
3. Jeffrey Butler
4. Kendra Brough
5. Tony Schmidt;

AND THAT based on the nominations received Cambridge Council appoint 7 members to the Hespeler Village BIA Board of Management:

1. Shannon Brock
2. Cory De Villiers
3. Danna Greer
4. Kenn Norman
5. Tara O' Donnell
6. Mark Thomson

7. Kira Wilkensen;

AND FURTHER THAT based on the nominations received Cambridge Council appoint the following 8 members to the Downtown Cambridge BIA Board of Management:

1. Mano Duggal
2. Steve Falco
3. Donna Gelinas
4. Simon Holley
5. Shane Murphy
6. Matt Rolleman
7. Patrick Simmons
8. Kayla Zawiski.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

7.3 Community Development

None.

7.4 Infrastructure Services

None.

7.5 Office of the City Manager

7.5.1 22-032-OCM Cambridge 50th Celebration Update

Moved by Councillor Kimpson

Seconded by Councillor Roberts

THAT Report 22-032-OCM update regarding the Cambridge 50th Celebration and civic pride campaign be received.

Deferral:
Motion: 22-290

Moved by Councillor Devine
Seconded by Councillor Kimpson

THAT Council direct staff to conduct further consultation with Council and report back at the December 13 Council meeting.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

8. Other Business

None.

9. Motions

None.

10. Notices of Motion

None.

11. Correspondence

None.

12. Motion to Receive and File

Motion: 22-291

Moved by Councillor Cooper
Seconded by Councillor Reid

THAT all presentations and correspondence from the November 29, 2022 Council meeting be received.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

13. Consideration of By-laws

22-070* Being a by-law to govern the proceedings of Council and its Committees and to repeal By-laws 18-15, 165-16, 20-030, 20-073 and By-law 133-18 to define the mandate and meeting procedures for Advisory Committees

This By-Law was not voted and has been deferred to February 7, 2023.

14. Confirmatory By-law

Motion: 22-292

Moved by Councillor Hamilton

Seconded by Councillor Roberts

That By-Law 22-071 being a by-law to confirm the proceedings of the Council of the Corporation of the City of Cambridge be passed.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

15. Adjournment

Motion: 22-293

Moved by Councillor Kimpson
Seconded by Councillor Ermeta

THAT the Council meeting does now adjourn at 8:02 p.m.

In Favour (9): Councillor Reid, Councillor Devine, Councillor Kimpson, Councillor Earnshaw, Councillor Roberts, Councillor Cooper, Councillor Hamilton, Councillor Ermeta, and Mayor Liggett

Carried (9 to 0)

_____

Mayor

_____

Clerk

COUNCIL INFORMATION PACKAGE

December 2, 2022

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Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

November 23, 2022

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Delivered by email
premier@ontario.ca

Dear Premier:

Re: Town of Aurora Council Resolution of November 22, 2022; Re: Motion 7.1 – Mayor Mrakas – Modifications to York Region Official Plan

Please be advised that this matter was considered by Council at its meeting held on November 22, 2022, and in this regard, Council adopted the following resolution:

Whereas the Province on November 4, 2022, approved the York Region Official Plan with 80 modifications; and

Whereas these modifications to the Regional Official Plan have been made by the Minister including two in the Town of Aurora; and

Whereas these modifications have been made without consultation or support by the Town of Aurora; and

Whereas Section 4.2 is modified by adding a new policy subsection after policy 4.2.29, titled "Special Provisions", followed by new policies: "4.2.30 Special provisions for the lands known municipally as 1289 Wellington Street East in the City of Aurora (PIN 036425499). Notwithstanding any other policies in this Plan to the contrary, the minimum density target to be achieved is 330 units per hectare and minimum building height of 12 storeys.";

1. **Now Therefore Be It Hereby Resolved That the Town of Aurora opposes the modification by the Minister of Municipal Affairs and Housing for the lands known municipally as 1289 Wellington Street East in the Town of Aurora (PIN 036425499); and**

2. **Be It Further Resolved That the Town of Aurora requests the Minister to revoke special provision 4.2.30 to allow for the normal planning process to occur, as the Modification to the Regional Official Plan is contrary to the**

planning applications (OPA and ZBA) currently before the OLT (case files: OLT-22-004187 and OLT-22-004188); and

3. **Be It Further Resolved That a copy of this Motion be sent to The Honourable Doug Ford, Premier of Ontario, The Honorable Sylvia Jones, Deputy Premier of Ontario, The Honourable Steve Clark, Minister of Municipal Affairs and Housing, Peter Tabuns, Interim Leader of the New Democratic Party, and all MPPs in the Province of Ontario; and**

4. **Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration; and**

5. **Be It Further Resolved That a letter be submitted to The Honourable Doug Ford, Premier of Ontario, The Honourable Steve Clark, Minister of Municipal Affairs and Housing, The Honourable Michael Parsa, Associate Minister of Housing and MPP Aurora—Oak Ridges—Richmond Hill, and Dawn Gallagher Murphy, MPP Newmarket—Aurora, expressing our disappointment with the lack of consultation and communication with the Town of Aurora and requesting that an explanation as to why this significant change was warranted be provided.**

The above is for your consideration and any attention deemed necessary.

Yours sincerely



Michael de Rond
Town Clerk
The Corporation of the Town of Aurora

MdR/lb

Copy: Hon. Sylvia Jones, Deputy Premier of Ontario
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Peter Tabuns, Interim Leader, New Democratic Party
All Ontario Members of Provincial Parliament
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

Legislative Services
Michael de Rond
905-726-4771
clerks@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

November 23, 2022

The Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Delivered by email
premier@ontario.ca

Dear Premier:

Re: Town of Aurora Council Resolution of November 22, 2022; Re: Motion 7.2 – Mayor Mrakas – Opposition to Bill 23, More Homes Built Faster Act, 2022

Please be advised that this matter was considered by Council at its meeting held on November 22, 2022, and in this regard, Council adopted the following resolution:

Whereas Bill 23, the More Homes Built Faster Act, omnibus legislation that received first reading in the provincial legislature on October 25, 2022, proposes changes to nine Acts. Many of these proposed changes are significant and will restrict how municipalities manage growth through implementation of the official plan and the ability to provide essential infrastructure and community services; and

Whereas the effect of Bill 23 is that the Conservation Authority will no longer be able to review and comment on development applications and supporting environmental studies on behalf of a municipality; and

Whereas Bill 23 proposes to freeze, remove, and reduce development charges, community benefits charges, and parkland dedication requirements; and

Whereas Bill 23 will remove all aspects of Site Plan Control of some residential development proposals up to 10 units. Changes would also remove the ability to regulate architectural details and aspects of landscape design;

1. **Now Therefore Be It Hereby Resolved That the Town of Aurora oppose Bill 23, More Homes Built Faster Act, 2022, which in its current state will severely impact environmental protection, heritage preservation, public participation, loss of farmland, and a municipality's ability to provide future services, amenities, and infrastructure, and negatively impact residential tax rates; and**

2. **Be It Further Resolved That the Town of Aurora call upon the Government of Ontario to halt the legislative advancement of Bill 23, More Homes Built Faster Act, 2022 to enable fulsome consultation with Municipalities to ensure that its objectives for sound decision-making for housing growth that meets local needs will be reasonably achieved; and**

3. **Be It Further Resolved That a copy of this Motion be sent to The Honourable Doug Ford, Premier of Ontario, The Honourable Michael Parsa, Associate Minister of Housing, The Honourable Steve Clark, Minister of Municipal Affairs and Housing, Peter Tabuns, Interim Leader of the New Democratic Party, local Members of Parliament Tony Van Bynen for Newmarket—Aurora and Leah Taylor Roy for Aurora—Oak Ridges—Richmond Hill, and all MPPs in the Province of Ontario; and**

4. **Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.**

The above is for your consideration and any attention deemed necessary.

Yours sincerely

Michael de Rond
Town Clerk
The Corporation of the Town of Aurora

MdR/lb

Copy: Hon. Michael Parsa, Associate Minister of Housing
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Peter Tabuns, Interim Leader, New Democratic Party
Tony Van Bynen, MP Newmarket—Aurora
Leah Taylor Roy, MP Aurora—Oak Ridges—Richmond Hill
All Ontario Members of Provincial Parliament
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

November 17, 2022

SENT VIA E-MAIL TO:

Hon. Steve Clark
Minister of Municipal Affairs and Housing
Steve.Clark@pc.ola.org

Dear Minister Clark:

Re: Bill 23 "*More Homes Built Faster Act, 2022*"

On behalf of the Council of The Corporation of Norfolk County, please be advised that Council passed the following resolution at the November 16, 2022 Council-in-Committee meeting:

Resolution No. 13

Moved By: Mayor Martin
Seconded By: Councillor Columbus

WHEREAS on October 25, 2022, the Provincial government introduced Bill 23 known as the "More Homes Built Faster Act, 2022";

AND WHEREAS the overall stated purpose of Bill 23 is to introduce several legislative changes to increase housing supply throughout Ontario and to achieve the province's goal of 1.5 million homes over the next ten years;

AND WHEREAS the proposed changes include significant changes to six pieces of legislation including but not limited to development charges reform, diminished role of conservation authorities, removal of legislated planning responsibilities from some upper-tier municipalities, removal of public consultation in relation to subdivisions, adjusting the rights of appeal by third parties, and adjusting how growth-related capital infrastructure is paid for;

AND WHEREAS commenting timelines for these new proposed changes is constricted with some comments due on November 24, 2022, for many of the proposed changes;

Office of the Chief Administrative Officer
50 Colborne St., S. · Simcoe ON N3Y 4H3 · **T:** 519.426.5870 · **F:** 519.426.8573 · norfolkcounty.ca

AND WHEREAS given the enormity of the proposed changes and potential long-term financial impacts to municipalities, including Norfolk County, additional time is needed to review, engage, and analyze the proposal to provide informed feedback;

NOW THEREFORE BE IT RESOLVED THAT

1. the County formally 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.
2. That the Mayor be directed to submit a letter on behalf of Norfolk County Council to the Ontario Minister of Municipal and Affairs MP, and local MPP, expressing concerns with the proposed legislation as detailed in staff memo CD-22-110, and the letter be circulated to all municipalities in the Province of Ontario.

Carried.

Should you have any questions regarding this matter or should you require additional information, please contact the Office of the County Clerk at 519-426-5870 x. 1261, or email: Clerks@norfolkcounty.ca.

Sincerely,

Teresa Olsen
County Clerk
Norfolk County

CC:

- Leslyn Lewis, M.P., Haldimand-Norfolk
  leslyn.lewis@parl.gc.ca
- Bobbi Ann Brady, M.P.P., Haldimand-Norfolk
  BABrady-CO@ola.org
- All Ontario municipalities

November 23rd, 2022

Ministry of Municipal Affairs and Housing
College Park, 17th Floor
777 Bay Street
Toronto, Ontario
M7A 2J3

By E-Mail To: minister.mah@ontario.ca

ATTENTION: Honorable Minister Steve Clark

Dear Minister Clark:

RE: Resolution – Strong Mayors, Building Homes Act

Please be advised that the Council of the Corporation of the Township of Lanark Highlands passed the following resolution at their regular meeting held November 22nd, 2022:

Moved by Reeve McLaren *Seconded by Councillor Closs*

***THAT**, the Council of the Township of Lanark Highlands supports the resolution from the Town of Gravenhurst regarding Strong Mayors;*

***AND THAT**, this resolution be provided to the Minister of Municipal Affairs and Housing and to all Ontario Municipalities.*

Carried

Sincerely,

Amanda Noël

Amanda Noël,
Clerk

Encls.

c.c. All Ontario Municipalities

Sent via Email

September 23, 2022

RE: TOWN OF GRAVENHURST RESOLUTION – STRONG MAYORS

At the Town of Gravenhurst Committee of the Whole meeting held on September 20, 2022, the following resolution was passed:

> **BE IT RESOLVED THAT** the Correspondence from the Town of Wasaga Beach regarding Strong Mayors be received for information.
>
> **AND THAT** a letter be sent to the Minister of Municipal Affairs and Housing outlining these proposed powers are not appropriate and to outline other ways for the province to institute housing and others matters.
>
> **AND FINALLY THAT** this motion be circulated to all Ontario municipalities.

Sincerely,

J. G.

Jacob Galvao
Administrative Clerk II – Legislative Services
Town of Gravenhurst

MISSISSAUGA

RESOLUTION 0231-2022
adopted by the Council of
The Corporation of the City of Mississauga
at its meeting on November 23, 2022

0231-2022 Moved by: D. Damerla Seconded by: C. Fonseca

1. That Council endorse positions and recommendations contained and appended to the report titled *"Bill 23 'More Homes Built Faster' and Implications for City of Mississauga,"* and authorize staff to prepare additional detailed comments on Bill 23 and any associated regulations, as needed. In particular, the City be made whole for any revenue losses from changes to the imposition of development changes and parkland dedication.

2. That the Mayor or designate be authorized to make submissions to the Standing Committee with respect to issues raised in this report, or to otherwise provide written or verbal comments as part of the Ministry's public consultation process.

3. That the City Clerk forward this report to the Ministry of Municipal Affairs and Housing; Mississauga's Members' of Provincial Parliament, the Association for Municipalities Ontario, and the Region of Peel.

Recorded Vote	YES	NO	ABSENT	ABSTAIN
Mayor B. Crombie			X	
Councillor S. Dasko	X			
Councillor A. Tedjo	X			
Councillor C. Fonseca	X			
Councillor J. Kovac	X			
Councillor C. Parrish	X			
Councillor J. Horneck	X			
Councillor D. Damerla	X			
Councillor M. Mahoney	X			
Councillor M. Reid	X			
Councillor S. McFadden	X			
Councillor B. Butt	X			

Carried (11, 0, 1 Absent)

Table 1 – Changes to City of Toronto Act, 2006 and Municipal Act, 2001 - Rental Protection

Provincial Comments Period closes on November 24, 2022 (ORR: 22-MMAH017)

Proposed Changes	Potential City Impacts	Comments to the Province
Rental Replacement Minister given the authority to make regulations imposing limits and conditions on the powers of a local municipality to prohibit and regulate the demolition and conversion of residential rental properties.	• Could diminish ability to protect rental housing. The possible outcomes could be anything from reducing the conditions Mississauga can make on the Sec. 99 permit to eliminating Mississauga's ability to regulate rental demolition or conversions at all. • Mississauga currently uses a flexible approach to protect rental supply while still encourage reinvestment in existing rental stock. It does not impact the tenant provisions of the Residential Tenancies Act (RTA).	• Staff are seeking clarification on the extent of Minister's authority. • Staff would support approaches to rental protection that allow landowners to reinvest in the stock while protecting the existing (more affordable) supply. One example of flexibility is how Mississauga regulates the number of bedrooms but not unit sizes (GFAs). Financial offsets, provincial/federal tax credits and other innovative solutions should be explored. • Staff would welcome participation in any working groups before regulations are enacted.

Table 2 – Changes to Conservation Authorities Act, 1990

Provincial Comment Period closes on November 24, 2022 (ERO: 019-6141) and December 30, 2022 (ERO: 019-2927)

Proposed Changes	Potential City Impacts	Comments to the Province
Cannot Comment on Applications Conservation Authorities cannot provide services related to reviewing and commenting on proposals and planning and	• Conservation Authorities act as technical advisors to the municipality on matters of natural heritage protection. Without their expertise, the municipality will have to grow this capacity on its team to address these matters. • Furthermore, an individual municipality lacks the expertise to inform development decisions that may have cross-jurisdictional concerns (e.g. risk of	• Staff suggest the Province reconsider the proposed changes to enable Conservation Authorities to continue providing their essential review services to municipalities. Municipalities currently lack expertise and it would take time to grow these services, potentially leading to approval delays.

Proposed Changes	Potential City Impacts	Comments to the Province
development related applications. Minister can direct Conservation Authorities not to change the fees it charges for a program or service for a specified period of time.	flooding and water quality decisions upstream impact other municipalities downstream). Conservation Authorities can address these concerns through a watershed-based approach, which is important for Mississauga's downstream and lake-fronting location.	• A holistic approach of protecting our natural heritage systems and the public from natural hazards is important for residents, businesses and municipalities to be able to withstand and adapt to more extreme weather events because of climate change.
Removing the Consideration of Control of Pollution and Conservation of Land Removing factors of pollution and conservation of land, and adding a new factor, namely, the control of unstable soil or bedrock when Conservation Authorities are making decisions.	• The removal of *pollution* and *conservation of land* from the oversight of the Conservation Authority would create a large gap in how matters are addressed through the planning process. It could lead to development that may pollute the natural heritage system (including aquatic habitat, watercourses and Lake Ontario), and allow for development inside natural features that would otherwise be protected from incompatible uses. These features form the backbone of Mississauga's natural heritage system (e.g. valleylands) and provide critical ecosystem functions.	• Staff recommend that the Province reconsider further scoping the oversight of the Conservation Authority to exclude pollution and conservation of land in order to retain the robust environmental protections that are required to ensure a healthy and resilient natural heritage system. • A holistic approach of protecting the natural heritage systems and the public from Natural Hazards is critical for residents, businesses and municipalities to be able to withstand and adapt to more extreme weather events due to climate change. • If existing controls are removed flood prone areas are subject to greater levels of development, then the Province could consider an environmental justice and equity lens. For example, homeowners may struggle to obtain appropriate home insurance for flooding or won't be able to afford the costs. Impacts could also be significant for renters.

Proposed Changes	Potential City Impacts	Comments to the Province
Obligations Regarding Land Disposition The disposition of certain land requires the Conservation Authority to provide a notice of the proposed disposition to the Minister (rather than obtaining the Minister's approval). Conservation Authorities to conduct public consultation before disposing of certain lands and the notice of public consultation must include description of the type of land, proposed date of disposition and proposed future use of the lands, if known. The Minister would be allowed to impose terms and conditions on an approval given with respect to a project that involved money granted by the Minister under section 39.	• It is unclear what criteria would be established in order to determine land disposition. Given the reduction in scope of the Conservation Authorities to matters other than flooding and erosion, other areas that are currently owned for conservation purposes that play important ecological roles (i.e. wetlands, significant natural areas, habitat of endangered and threatened species etc.) may be proposed for future housing.	• Conservation Authority lands that are critical to securing ecosystem services should be maintained for conservation. Staff recommend that the Province remove this proposed amendment and prioritize the long term impacts on the environment. • Should the amendment proceed, clear criteria should be developed that exclude lands that support conservation purposes from the disposition process.
Development for Which a Minister's Order is Issued Conservation Authorities required to issue a permission	• The oversight provided by the Conservation Authority permit process provides an important level of protection for critical ecosystem features such as wetlands and watercourses. Depending on the intent of the MZO or Planning Act approval, if	• Staff recommend that the Province reconsider the approach to development in this case to enable greater oversight in natural heritage protection.

Proposed Changes	Potential City Impacts	Comments to the Province
or permit where an order has been made under section 47 of the Planning Act (MZO) also apply to orders made under section 34.1 of the Planning Act (Minister's order at request of municipality).	environmental protection is not at the forefront it could result in the loss of portions of Mississauga's Natural Heritage and associated ecological functions.	

Table 3 – Changes to Development Charges Act, 1997

Provincial Comment Period closes on November 24, 2022 (ERO: 019-6172)

Proposed Changes	Potential City Impacts	Comments to the Province
Mandatory and Retroactive Phase-in of DC Rates for any DC By-law Passed on or After June 1, 2022 Reduction in the maximum DC that could otherwise be charged for the first four years a DC by-law is in force. Any DC imposed during the first, second, third and fourth years that the DC by-law is in force could be no more than 80, 85, 90 and 95 per cent, respectively, of the maximum DC that could have otherwise been charged.	• This would have an immediate detrimental financial impact to the City. Focusing solely on this proposal alone, the revenue loss to the City would be over $56 million over a four-year period. • The lost DC revenue would impact the City in various ways; if the capital project were to go forward in the time frame as planned, there would be property tax increase implications. Should property tax rate increases not be viable, the timing of the delivery of service could be delayed. As a worst case scenario, the lack of DC funding could make a project completely unviable and the City may experience declines in its service levels. • This proposal impacts the City unfairly, given that the City's DC by-law was passed only 21 days after the retroactive date the Province has chosen. It is	• Generally speaking, City staff are supportive of proposals contained in Bill 23 that would affect meaningful change to the overall affordability and supply of housing. City staff are of the view that the retroactive and mandatory phase-in does not achieve the Province's stated goal. • City staff are unclear why the blanket reduction also applies to the non-residential sector. It is unclear how this would help support affordable housing. • **Request to the Province:** • Remove the application of the mandatory retroactive phase-in of DC rates to the non-residential DCs.

Proposed Changes	Potential City Impacts	Comments to the Province
Reductions are applicable to new DC by-laws imposed on or after June 1, 2022.	noted that municipalities that passed their DC by-law one day before the June 1, 2022 date are not impacted by this proposal. As such, the date seems fairly arbitrary.	• Continue to allow municipalities to set their own policies on phasing-in rate increases and not include any mandatory discounts in the DCA. • **Alternative Suggestions:** • Any mandatory phase-in provisions included in the DCA should only apply to DC by-laws passed after Royal Asset of the Bill. • A mandatory phase-in only applies if the proposed DC rate increase is greater than 20%. • The phase-in period be reduced from 4 years to 2 years.
Changes to Eligible DC Costs New regulation authority to prescribe services where land costs will not be an eligible capital costs. Studies would no longer be an eligible capital cost. Removal of Housing from the list of eligible DC services.	• The potential revenue loss stemming from removing land as an eligible cost would be approximately $34 million on an annual basis. • Without land, or the funding to purchase land, the project itself would become unviable or unfunded. • This is an area of significant concern for City staff. • The potential revenue loss stemming from removing studies as an eligible capital cost would be $800,000 on an annual basis. • The Region is the Housing Service Manager and therefore would be impacted if Housing was removed from the list of eligible DC services. The Region's 2020 DC study projected $200M over the next ten years for critical affordable housing initiatives such as the housing master plan. The change to the DC Act puts projects in Mississauga such as East Avenue, Brightwater, and others at risk.	• Land plays an integral part in the delivery of City services to its residents – whether it be the land for a library, community centre or arena, fire station, transit facility or land for the road network. • Again, City staff are concerned that the removal of land as an eligible capital cost is punitive and serves only to reduce the City's revenues. • **Request to the Province:** • Not remove or limit eligibility of "costs to acquire land" for DC collection. • Studies play an integral part on how the City plans for future infrastructure and service delivery to its future residents. Restore studies as an eligible capital cost • Restore Housing as eligible DC service
Discounts for Purpose Built Rental Units	• The potential revenue loss stemming from this change alone would be roughly $850,000 on an annual basis.	• Staff are supportive of these changes as it could provide an incentive to build purpose built rental units, particularly larger units.

Proposed Changes	Potential City Impacts	Comments to the Province
Discounts are as follows: -25% for 3+ bedrooms -20% for 2 bedrooms -15% for bachelor & 1 bedroom	• This proposed discount would be in addition to the statutory deferral of the DCs over a six-year period, stemming from the change to the DC Act that came into effect on January 1, 2020.	• It is suggested the province consider using grants such as the Housing Accelerator Fund to offset lost revenue.
Change to the Historic Service Level Calculation Historical service level for DC eligible capital costs (except transit) extended from 10 to 15 years.	• This particular proposal, again, seems arbitrary and affects each municipality differently • The preliminary high level sensitivity analysis performed by City staff shows an overall neutral effect on the DC rates, with the exception of Fire Services where the City has utilized non-DC funding sources to increase its service levels and this proposal would see a decrease to the Fire DC rates.	• Because this proposal seems fairly arbitrary and seemingly has the desired effect to lower DC rates and overall revenues to municipalities, it is an undesirable change. • However, given the gamut of proposed changes of Bill 23, City staff have an overall neutral position to this particular change.
Cap on the Interest Charged by Municipalities The proposed amendment would cap the interest to prime rate plus 1 percent on rental and prescribed institutional developments. This also applies to the rates frozen at the time of application.	• The City and Region currently have a Council approved policy which levies an interest rate of 5.5%. • Subsequently, Council approved a policy that set the interest rate at 0% for rental housing developments. • By prescribing the maximum interest rate to the prime lending rate would more closely align with borrowing rates should the City need to debt finance growth-related capital projects.	• City staff have a neutral position towards this particular change in the legislation.
Requirement to Spend or Allocate 60% of DC reserve funds Beginning in 2023, municipalities will be required to spend or allocate at least	• The City has plans to utilize the Roads DC reserve fund balance through the City's long-term financial planning and annual budgeting exercises. • Depending on how stringent the Province is on their definition of "allocate", this requirement may make it difficult to plan for larger capital projects,	• City staff have an overall neutral position towards this particular change in the legislation.

Proposed Changes	Potential City Impacts	Comments to the Province
60% of the monies in a reserve fund for priority services (water, waste waster, distribution and treatment of services, and roads).	and the ability to change the capital forecast annually.	
Expiration of DC By-law Changing the DC by-law expiration from 5 to 10 years. DCs can still be updated anytime before the 10 year period.	• This proposal seems fairly arbitrary and seemingly has the desired effect to stagnate the DC rates for a period of ten years.	• Given that it is not a mandated ten year shelf life of the DC by-law, City staff have an overall neutral position towards this particular change in the legislation.
Exemptions from DCs for: • > 1 unit or 1% of existing units in an existing purpose-built rental building • Residential intensification (additional dwelling unit and ancillary units)	• The potential financial impacts would be nominal, given the changes made to the Regulations in 2020 which exempt additional dwelling units that are within or ancillary to a primary unit.	• City staff are general supportive of financial relief to units supporting gentle densification.
Exemptions from DCs for: • Non-profit housing	• Many municipalities provide a grant-in-lieu of fees and charges to true non-profit housing providers. • The potential financial impact would be nominal.	• Staff support fee exemptions (DCs, CBC, Parkland Dedication) for non-profit housing developments.

Proposed Changes	Potential City Impacts	Comments to the Province

Full Exemptions from DCs, CBCs and Parkland Dedication
 	
Full exemptions from DC charges for affordable units; attainable units; and inclusionary zoning units. Affordable housing generally defined as being priced at no greater than 80% of the average resale price or average rent in the year a unit is sold or rented.
 	
Future regulations will give definition for "attainable housing units"
	• The City has already passed a by-law with respect to DC grants for Affordable Rental Housing, but it differs from the proposal in a few ways:
	  ○ The grant would only be available to non-profit rental housing units
	  ○ Only the City's portion of DCs would be eligible for a grant
	  ○ The value of the grant would be determined based on the proposed rents relative to AMR where rents up to 100% AMR would be eligible for up to a 100% grant and rents up to 125% AMR would be eligible for up to a 50% grant
	• The proposed changes are likely to support the creation of more housing units and increase supply, but is unlikely to have a true impact on creating (and preserving) **affordable** housing units.
		• More information is requested to understand how "average resale price" and "average market rent" be set. Will the Province be setting these rates on an annual basis? Will this be done on a municipality-by-municipality basis and by unit type?
		• Additional details regarding the information that will be included in the MMAH bulletin supporting determination of eligibility for exemptions is required to understand implementation and impacts.
		• Further clarification is required for the definition(s) of "attainable housing units" and/or "development designated through regulation" to understand the magnitude and scope of DC fee exemptions.
		• Staff support the requirement to enter into an agreement registered on title, to secure the exemptions. However, it's preferable to see an arrangement where the DCs are paid in full by the developer, then refunded to the purchaser, much like existing programs for first-time homebuyer tax rebates – this would help ensure that the cost savings are in fact passed on to the homebuyer.

Table 4 – Changes to Ontario Heritage Act

Provincial Comment Period closes on November 24, 2022 (ERO: 019-6196)

Proposed Changes	Potential City Impacts	Comments to the Province
Listing of Properties on Municipal Heritage Register New requirements aimed to focus the use of the heritage register listing process with new threshold test (to meet certain prescribed criteria for cultural heritage value or interest) for listing a property.	• Increasing the threshold for designated properties from one to two criteria will have an impact on how Mississauga recognizes the heritage on equity-seeking groups. Many of the structures which play a foundational role in the community lack architectural value and are plain but have a significant importance and story behind them.	• Changing the threshold of designating properties from one to two criteria will limit the City's ability to recognize the heritage of equity seeking groups. • Many equity seeking communities solidified themselves in buildings and locations which hold significant associative value to the community, but little architectural or design value. As such, the heritage of these communities would be undervalued against the heritage of more established and better documented communities. • The Province could consider options and expanding the criteria to directly engage with equity-seeking communities and ensure that heritage is approached in an equitable manner.
Time Limits and De-listing of Properties Requirement to review the heritage register and make decisions whether listed properties will be designated, and if not, the properties will be removed from the register. If a municipality fails to take action in two yeas from the date the property is listed to initiate the designation	• Significant impact to the City's heritage resources by limiting the time a property can be listed on the register. Listing a property on the register gives Mississauga time to consider its heritage value and allow for other means of conserving and interpreting its heritage and history aside from protection through designation.	• This change will limit the City's ability to explore options of interpretation and commemoration outside of the standard designation process, making the heritage process less flexible and potentially cause more challenges to development.

Proposed Changes	Potential City Impacts	Comments to the Province
process, then it will be required to remove the property. If a property is removed from the register as a result of a municipality's non-action, they would be prohibited from listing that property again for a period of five years.		
Freeze on Designation Process The designation process would "freeze" once a prescribed event occurs (e.g. likely to include submission of some or most development applications) Municipalities would not be permitted to issue a notice of intention to designate a property unless the property is already on the register when the current 90 day requirement for applications is triggered.	• The City would not be able to add properties to the heritage register when 'prescribed event' occurs. This places the onus on the City to be pro-active in maintaining the heritage register and anticipating when a property may come up for development.	
Heritage Conservation Districts New proposed process to allow for heritage conservation district plans to be amended or repealed.	• Minimal impact to the City as this is already the process used when establishing and amending Heritage Conservation Districts.	

Proposed Changes	Potential City Impacts	Comments to the Province
Requirement for municipalities to first undertake a study of the area to ascertain the heritage it seeks to protect, establish the district via by-law, adopt a heritage conservation district plan, and the plan would have to explain how the cultural heritage value or interest of the district meets new prescribed criteria.		

Table 5 – Changes to the Ontario Land Tribunal (OLT) Act, 2021

Provincial Comment Period closes on November 25, 2022 (ORR: 22-MAG011)

Proposed Changes	Potential City Impacts	Comments to the Province
Dismissal of Appeals Proposed changes to expand OLT's authority to dismiss proceedings without a hearing on the basis of undue delay or the OLT is of the opinion that a party has failed to comply with an OLT order.	• Generally, improvements to the OLT are welcomed however, the proposed changes will impact public participation and reduce municipalities' ability to serve the public interest.	

Proposed Changes	Potential City Impacts	Comments to the Province
Cost Awards Proposed changes to increase powers for the OLT to order an unsuccessful party to pay a successful party's costs.	• There may be instances where the unsuccessful party is a municipality and will have to pay the awarded costs. This greatly burdens municipalities and existing taxpayers, as well as, widens the gap for financial implications and budgetary shortfalls.	• Staff recommend the OLT maintain an approach where cost awards are rare, and recommend the Province exempt municipalities from having to pay costs if they are the unsuccessful party.
Prioritizing Resolution of certain proceedings Proposed new powers for the Lieutenant Governor to make regulations setting standards with respect to timing of scheduling hearings and making decisions. The Minister can prescribe timelines that would apply specified steps taken by the OLT in specified classes of proceedings.	• Generally, improvements to the OLT are welcomed, however the proposed changes centralize powers that reduce public participation, transparency and accountability.	• Staff recommend having written criteria for prioritizing hearings and making decisions.

Table 6 – Changes to the Planning Act, 1990

Provincial Comment Period closes on November 24, 2022 (ERO: 019-6163, ERO: 019-6172)

Proposed Changes	Potential City Impacts	Comments to the Province
Ministerial Amendment of Official Plan New powers for the Minister to make amendments to an official plan and the power to make amendments based on Minister's opinion that the plan is likely to adversely affect a matter of provincial interest.	• Minister will be the approval authority for Mississauga's OP but it is unclear how it will use this power e.g. (ad hoc in between MCR processes). • Staff are concerned with the uncertainty around timelines and approval of each individual third party initiated Official Plan Amendment (OPA) • This also erodes the public process and reduces opportunities for public input into the Official Plan when these amendments occur.	• Seeking clarification on how new powers will be used and whether the Province will be approval authority for all amendments (e.g. even in instances where there are no conformity issues with provincial legislation)
Third-Party Appeals Proposed changes will limit third party appeals and require that the prospective appellant be a specified person to quality for appeal rights (e.g. limited to public bodies). The proposed limit on third-party appeal rights will be applied retroactively to appeals that have not had a hearing scheduled before October 25, 2022. changes would apply to all Planning Act decisions.	• Limits the rights of general public and participation in the appeals process. • This means that city-initiated OPAs, would be approved by the province and cannot be appealed by the public, including landowners. See S. 17(24). • Based on the transition policies, the OLT appeals received for existing projects could be dismissed unless there are new regulations specifying classes of appeals that may be exempt.	• Staff consider that removing the ability for developers to appeal will significantly speed up and create greater certainty in the planning process. Developers still have an opportunity to apply for an Official Plan Amendment/ rezoning through site-specific development application. • This limit on appeals extends to the community, who may wish to have the opportunity to participate in the appeals process.

Proposed Changes	Potential City Impacts	Comments to the Province
Cap on Community Benefit Charges Contribution Introduction of a new cap on the total amount of a community benefit charge based on only the value of the land proposed for new development. Affordable housing units will be exempt and implemented by discounting the max CBC of 4% of land value by the floor area of the affordable units as a proportion of total building floor area.	• Impacts to revenue and in turn, reduced benefits. • Impacts to community infrastructure and long term planning and implementation of new community services/facilities	• The original 4% proposal by the Province did not provide for a meaningful revenue source to municipalities in the first place. This proposal continues to erode this funding source.
Site Plan Control Exemption Developments of up to 10 residential units will be exempt from site plan control and there are no transition provisions.	Cumulative impacts of site plan exemption to the City include removing the ability to: • Acquire land dedications (e.g. road widenings, sight triangles, greenbelt/hazard lands) and easements (e.g. stormwater/servicing easements • Control access (e.g. access to main corridors), site circulation/design for vehicles and people, • Local improvements (e.g. sidewalks, multi-use trails) and lack of ability to collect cash-in-lieu of sidewalks or have developer build missing portion of sidewalk • Evaluate site servicing/capacity • Stormwater management controls, and potential loss of the proposed measures all together	• Staff are seeking clarification on whether applicants still have to use/comply with City Standards. This is very important for a number of issues, but particularly for municipal servicing, stormwater management requirements/control measures, private road design/naming, etc.

Proposed Changes	Potential City Impacts	Comments to the Province
	• Utility coordination and streetlighting improvement/relocation • SP Agreement to deal with design of required municipal works and/or to include other required conditions or clauses • Identify existing and proposed encroachments on City owned lands/ROWs, and identify need for encroachment, license, consent to enter agreements, etc. • Not being able to identify existing easements or other site restrictions/constraints (these can impact setback distances to proposed buildings, proposed building footprint location can be impacted) • Fencing and acoustic requirements • Limiting the application of green development standards is likely to result in inefficient homes being built – leading to increases in greenhouse gas emissions and high utility costs for residents. • This exemption will impact the City's ability to manage smaller, sensitive infill redevelopment projects. It will result in the elimination of the Replacement Housing (Infill) Site Plan process in Wards 1, 2, 5 and 7. • This exemption would leave the City's Natural Heritage System vulnerable to removal and non-mitigated impacts. Loss of ability to provide technical advice on appropriate mitigation, restoration and compensation related to the Natural Heritage System (NHS).	• This exemption could reduce the size and quality of the City's natural heritage features which provide essential ecosystem services.

Proposed Changes	Potential City Impacts	Comments to the Province
New Exclusions from Site Plan Control Matters of exterior design, landscape architecture, streetscape and sustainable design will be removed from site plan control (however, exterior access to building with affordable housing will still be reviewed).	Exterior Design • Removes ability to ensure durable materials and sustainable features are used, which leads to lower quality built form and long term maintenance issues. Landscape Architecture / Sustainable Design • Removes ability to ensure compatibility with surrounding properties • Removes ability to ensure linkages to surrounding infrastructure such as pedestrian access to transit • Removes ability to incorporate sustainable design features such as low impact design, stormwater management, planting and appropriate green features and Green Development Standards • Removes ability to incorporate resolving stormwater impact adapting to climate change Streetscape • Removes municipal ability to obtain sidewalks, street trees and appropriate urban infrastructure required to create and sustain walkable, transit-oriented communities • Removes an opportunity to coordinate utilities with city engineering requirements which will have financial impacts on cities: capital projects may be required to address to complete the public realm resulting from increased development activity	• Staff recommend that that these matters should be retained in site plan control in order to achieve walkable, liveable and desirable communities. • Seeking clarification on whether these matters are removed from site plan control for commercial, industrial and institutional uses. • Limiting the application of Green Development Standards could result in inefficient homes being built – leading to increases in greenhouse gas emissions and higher utility costs for residents.
Removal of Upper Tier Responsibilities and Approval Proposed changes will remove all upper tier municipalities	• The Region's Official Plan will no longer exist. This will be a loss of regional planning expertise on cross-jurisdictional matters, such as, health of natural systems that Mississauga is part of.	• Seeking clarification on the extent of the Province's decision making (e.g. whether the Province will approve every individual amendment).

Proposed Changes	Potential City Impacts	Comments to the Province
from the review and approval process for lower tier official plans, amendments and plans of subdivision. The Minister will become the new approval authority for all lower tier official plans and amendments. The Minister's decisions cannot be appealed.	• Relevant parts of The Region's Official Plan will be deemed to be part of Mississauga's Official Plan. Staff and Council will have to make decisions regarding what parts of the Region's recently approved OP must be integrated directly into Mississauga's OP, what needs to be revised, how to eliminate redundancies and any conflicts and what parts to rescind. This will require significant time and resources. It is out of scope of the current Official Plan Review (OPR) process. • As approval authority for the City's new Official Plan, the Province will be able to directly modify Council-approved Official Plan policies. Additionally, the Minister will now be able to modify any Official Plan policy at any time when the Minister considers it to be likely to adversely affect a matter of provincial interest. This appears to be similar to MZOs, but for Official Plan policy instead of zoning by-laws. • Employment Conversion authority will be brought back to the City. • The Region's OP has extensive environmental policy and mapping which will become the City's responsibility to administer and update as it pertains to Mississauga. Consequently, additional staff expertise and resources may be required. • Some of Region's map schedules will have to be integrated into the City's new OP. • City will now be responsible to make decisions on Smart Centre requested Employment Land conversions and the Heartland land use study.	• Seeking clarification on the transition, process and timeline to integrate and repeal Regional OP policies into Mississauga's OP. • Clarification on conformity requirements, as there will not be an upper tier official plan (e.g. lower tier has one year to conform with upper tier plan). • Seeking clarification on matters pertaining to conflicts between the Region's OP and Mississauga's OP amidst the local OP and OPAs getting approved e.g. which policies will prevail. • If lower tier municipalities will be responsible for employment and population forecasting, while the Region will be the infrastructure provider, what will be the roles and relationship between the upper and lower tier municipalities?

Proposed Changes	Potential City Impacts	Comments to the Province
	• City will need to determine how much of the Official Plan Review (OPR) should progress in light of Bill 23 (including elimination of Regional planning authority), which could still change and has an undetermined in-force date. It is likely prudent to delay the OPR Policy Bundle 3 release to address the Bill 23 changes and pending changes to the Provincial Policy Statement and Growth Plan that the Province has indicated is coming. It appears that the 1 year time requirement for the City to update its Official Plan to conform to the Region's Official Plan no longer applies, as the Region's Official Plan will no longer exist but will be deemed to form part of Mississauga's Official Plan, where applicable.	
Increased Gentle Intensification Proposed as of right permissions will allow up to three residential units permitted on the lot of a detached house, semi-detached house and rowhouses, with no minimum unit size. New units will be exempt from DC, Community Benefit Charge and parkland requirements.	• The City's Official Plan (as well as Official Plan Review draft policies) and Zoning by-laws will have to be revised to address this. • This proposed change is in alignment with preliminary direction in Mississauga's *Increasing Housing Choices in Neighbouroods* Study (IHCN) and the Official Plan Review (OPR). • Currently, the City's Zoning By-law requires 1.25 spaces per unit in a duplex or triplex. This will need to be revised. As per design work from the consultants on the IHCN project, staff are considering a maximum of 0.66 spaces/unit in a triplex (this would permit a two-car driveway and triplex building that fits within the existing footprint of a single-detached house and driveway).	• Staff are seeking clarification on implementation, including the application of zoning standards (e.g. can zoning provisions have the effect of limiting the zones/sites where 3 units on a lot are feasible?) and parking requirements. • Seeking clarification on time requirements for implementation.

Proposed Changes	Potential City Impacts	Comments to the Province
	• As part of Mississauga's recently approved Parking Regulations Study, an extra parking space is not required for a second unit. • Consistent with this proposed change, the recently approved Parkland Conveyance By-law includes an exemption for up to two additional residential units (ARUs). The City's By-law provides a clear definition for ARUs. • There is no language on timing requirements. This would mean the current 3 year zoning conformity requirement would apply once the OP is revised to conform to these new requirements, but it is unclear.	
Appeals of Zoning By-laws for Protected MTSAs and Reduced Timeframe for Conformity Municipalities with official plan policies for Protected MTSAs have no more than one year to amend all the zoning-by laws to conform with provincial policies and plans. Zoning within Protected MTSAs can be appealed and amended if the updated zoning is passed more than one year after the official plan policies come into effect.	• Significant timing impact to Zoning Services work program, given requirement to amend zoning for PMTSAs within 1 year of OP policies being in place, instead of 3 years prior to Bill 23. • The proposed wording makes it unclear as to when the 1 year requirement begins (i.e. the in-effect date of the Region's new OP or the in-effect date of Bill 23). • Scope of required zoning changes is unclear, including how to incorporate minimum densities (i.e. whether use of minimum building floor space index will satisfy legislative requirements). • It appears that a member of the public cannot appeal the initial bylaw itself (only public bodies and utilities have this right), but an applicant (e.g. a developer) would have the ability to submit a zoning bylaw amendment application to amend the MTSA zoning bylaw once it is in place if the 1	• Seeking clarification on when the 1 year requirement begins. • It is likely that the City will have to update its ZBL and then re-update it after the new OP is approved. This diverts planning resources and creates inefficiencies in the process. • Pending significant changes to the Provincial Policy Statement and the Growth Plan that have been announced by the Province will add to process inefficiencies, as some of this zoning conformity work may have to be redone after release of these revised documents. • Consequently, it is recommended that a minimum of 18 months is given for zoning implementation.

Proposed Changes	Potential City Impacts	Comments to the Province
	year timeline is not achieved. The benefits of having Protected MTSAs, including having maximum building height certainty in most of our Strategic Growth Areas will be lost if the City is not able to achieve the 1 year timeline for zoning conformity. • The new Regional OP was approved by the Province on Nov 4, 2022 and includes MTSA policies. It is unclear how any conflicts between the two official plan documents will be dealt with.	
Changes to Parkland Dedication Requirements Proposed changes reduce the amount of parkland for a development where the maximum amount of land that can be conveyed or paid in lieu is capped at 10% of the land for sites under 5 ha and at 15% for sites greater than 5 ha. The maximum alternative dedicate rate will be reduced to 1 ha/600 units for parkland and 1 ha/1000 units for cash in lieu. Parkland rates will be frozen as of the date that a zoning-by law or site plan application is	• The proposed reductions in the amount of parkland/ CIL that can be required of new development significantly impacts the City's ability to achieve parkland goals set out in the Parks Plan. Parkland requirements included in the recently approved Parkland Conveyance By-law accounted for the amount of parkland needed to 2041 to support new growth and ensure the provision of complete communities. • The proposed new legislation would have the effect of reducing CIL revenues by approximately 70% - 80% thereby significantly impacting the City's ability to provide the amount of parkland needed in Mississauga neighbourhoods. The result would be less new parkland where it is needed and increased pressure on the existing parkland supply.	• The proposed changes could result in lower standards for parkland provision and less access to parkland. The proposed caps in Bill 23 would undermine the principle that growth pays for growth. Funding shortfalls will be transferred onto the tax base reducing overall affordability in the city. • The City is requesting that the Province restore the former rates, or that it remove the funding cap.

Proposed Changes	Potential City Impacts	Comments to the Province
filed. The freeze is effective for two years after approval. If two years have passed since the contribution amount was calculated, then the value will be calculated based on the rate on the day of the first building permit.		
Parkland Dedication Exceptions Proposed changes will exempt two additional residential units on a lot and non-profit housing from parkland dedication requirements.	• The recently approved Parkland Conveyance By-law includes an exemption for up to two additional residential units (ARUs). • The recently approved Parkland Conveyance By-law includes an exemption for any development or redevelopment undertaken by the Region of Peel, which could include some non-profit housing. The proposed new legislation proposes exemptions for affordable housing, IZ units, non-profit housing and attainable housing, which is beyond the by-law exemptions. The impact to the City is a decreased ability to provide parkland, as part of a complete community, to support these types of developments.	• Staff support fee exemptions (DCs, CBC, Parkland Dedication) for additional residential units as it encourages additional density in existing residential neighbourhoods to make better use of existing infrastructure and services.
Requirement for a Parks Plan The proposed change will require a municipality to prepare and make available a parks plan before passing of a parkland dedication by-law.	• The 2022 Parks Plan was approved by Council earlier this year. It is unclear if the proposed new legislation will require a new Parks Plan every time a Parkland Conveyance By-law is passed or an update to the existing Parks Plan.	• Seek clarification on the need for a new Parks Plan.

Proposed Changes	Potential City Impacts	Comments to the Province
Landowners can Select Portion of Lands for Parkland Developers can identify the land they intend to convey to the municipality for parkland. If agreement can't be reached the municipality or the land owner can appeal it to the OLT. If OLT determines the land meets certain criteria, the municipality may be required to credit it towards the parkland contribution. Furthermore, the new changes allow landowners to dedicate encumbered parkland (strata parks) and privately owned publicly accessible spaces (POPS) for eligible parkland credits.	• This proposed change that allows developers to identify the lands they intend to convey could result in dedication of small sections of undevelopable lands or parcels that are unsuitable for functional parkland. • The proposed change that requires full parkland credit for encumbered parkland (strata and POPS for example), will result in less unencumbered parkland in growth areas. Encumbered parkland does not provide the same level of park service as a publicly owned and operated park. POPS have limited park programming ability, are subject to maintenance and operational restrictions and will not support mature trees. The financial burden for maintenance and capital investments for POPS would be that of the private landowner. Credits for POPS are financially beneficial to the developer but could cause financial hardship for the future private landowner/s, particularly in the case of residential buildings that would be responsible for maintaining these spaces.	• Request that Province roll back ability for landowners to determine park locations, or at least ensure dedications are contiguous, link into the existing parkland network and have public street frontage and visibility. • Request that Province remove 100% credit for encumbered lands or POPS, or at least roll it back to some lesser amount to disincentivize developers providing encumbered parkland or POPS over a public park.
Requirement for Minimum Spending of Parkland Monies New requirement for municipalities to spend or allocate at least 60% of the monies in their parkland reserve account at the beginning of each year.	• The City already allocates CIL funds through the CIL Continuity 10 Year Plan forecast.	• Seeking more information from the Province regarding the meaning of "allocation" to determine if there are any impacts.

Proposed Changes	Potential City Impacts	Comments to the Province
Public Meeting for Subdivision Applications The proposed change will completely remove the public meeting from subdivision applications.	• This reduces the public's ability to participate in the subdivision process • Additionally, minor variances and consents are no longer appealable by residents, which is a significant change.	

Table 7 – Review of A Place to Grow (Growth Plan) and Provincial Policy Statement (PPS)

Provincial Comment Period closes on December 30, 2022 (ERO: 019-6177)

Proposed Changes	Potential City Impacts	Comments to the Province
Merging the Growth Plan and PPS Consultation process on merging the Growth Plan and the PPS.	• Few details have been provided to date on how the Growth Plan and PPS would change.	• Staff are requesting that the Province consult with municipalities on changes to these documents. • Staff suggest that Regional Urban Structure (e.g. UGCs and MTSAs) and growth forecasts to help plan for regional infrastructure be maintained.

Table 8 – Municipal Housing Targets to 2031

Proposed Changes	Potential City Impacts	Comments to the Province
New Housing Targets for Municipalities The Province has assigned Mississauga a new housing target of 120,000 units by 2031. Targets are based on current population and growth trends.	• In 2021, Mississauga issued building permits for 5,500 new units. So far, 2022 is a record year, but the City has still only issued building permits for 6,100 new units. • If Mississauga is to meet the Provincial housing target, it must double its current levels of development. The City has been planning for growth well beyond its Regional allocation of 100,000 units so no city planning policy changes are needed to reach the provincial pledge.	• Staff suggest these targets may be hard to reach given constrains on the development industry (e.g. market conditions, high interest rates and labour and construction costs that influence viability and timing of development projects).

Table 9 – Changes to Ontario Regulation 232/18 – Inclusionary Zoning

Provincial Comment Period closes on December 9, 2022 (ERO: 019-6173)

Proposed Changes	Potential City Impacts	Comments to the Province
New definition of "Affordable" for Inclusionary Zoning (IZ) Units Province is proposing that the lowest price/rent that a municipality can require a developer to sell / rent IZ units at is 80% of the average resale purchase price of ownership units or 80% of the average	• This change would require amendments to Mississauga's policies/IZ By-law and would raise questions about the fundamental utility of the IZ tool to increase housing supply that is affordable for Mississauga's moderate income households. The proposed definition for ownership IZ units would mean that IZ units are effectively unaffordable to the vast majority of Mississauga's moderate income households.	• Suggest the use PPS definition for housing affordability, which is based on annual income spent on housing costs. If it is decided to move to a market-based approach, affordable ownership units should be priced at 70% or less of resale price. • Requesting that the Province maintain the income-based definition of "affordable housing" for IZ units.

Proposed Changes	Potential City Impacts	Comments to the Province
market rent (AMR) for rental units.		• Requesting clarification on methodology (e.g. will it be a rate by unit type or one rate regardless of type? What is the source of the resale data?)
Caps on IZ Set-Aside Rate Proposed change will set an upper limit to the set-aside rate, which would be 5% of total number of units or 5% of total residential gross floor area.	• Impacts to the City's Official Plan and Zoning-bylaw set-aside rate provisions. • Mississauga's IZ policies require a rate ranging from 5% to 10% residential area, after an initial phase-in. • Recent Provincial legislation changes already limited the geographic scope of IZ to protected MTSAs, directly impacting IZ unit yield. • Raises question of administrative efficiency of IZ for both the City and Region, given the small IZ unit yield that may result.	• City staff do not support the 5% maximum as it will result in approximately 40% less affordable units than anticipated by the City's current IZ provisions. The proposed changes reduce the efficiency of administering the IZ program. • One-size-fits-all approach does not recognize that certain sub-markets in Ontario can absorb a higher rate, especially given significant public investment to transit and infrastructure. • The 5% maximum calls into question the necessity of current requirements to perform periodic IZ market analyses / policy updates. • Request that Province increase the set aside rate cap to 10% to help increase the supply of affordable units. • Request that Province consider cash-in-lieu for scenarios where the IZ unit yield is small in smaller projects, to reduce administrative burden to developers and municipalities.

Proposed Changes	Potential City Impacts	Comments to the Province
Cap on Affordability Term Proposed maximum affordability period of 25 years for IZ units.	• Impacts City's Official Plan and zoning provisions for IZ. • Raises question of merit of IZ program given short affordability term. • Mississauga's adopted policy and zoning provisions establish a 99-year affordability term for ownership units and a 25-year affordability term (plus 5-year phase-out) for rental units. The rental affordability term was intentionally set shorter than the ownership term to encourage delivery of rental units in condominium developments. The City exempts purpose-built rental projects from IZ.	• Staff do not support the proposed maximum affordability period because it will cause ownership units to be lost from the IZ inventory sooner than necessary, and the proposed maximum term will have no impact on development feasibility / housing supply. • Request that Province extend the affordability for "ownership" units to 99 years; this will have no impact on developers but will allow for more sustainable affordable housing supply.

Table 10 – Proposed Amendments to the Greenbelt Plan and Greenbelt Area Boundary Regulation

Provincial Comment Period closes on December 4, 2022 (ERO: 019-6216 and ERO: 019-6217)

Proposed Changes	Potential City Impacts	Comments to the Province
Changes to the Greenbelt Plan and Area Boundary	• Removing land from the Greenbelt could have environmental consequences both inside and outside of Mississauga. • Environment impacts could be compounded by a reduced role of Conservation Authorities.	• There are no guarantees that removing some lands from the Greenbelt while adding others will have equal environmental value and ecological function. • City staff are supportive of adding urban river valleys to the Greenbelt and already protect these lands. • It is submitted that only lands be added to the Greenbelt and staff are not supportive of removing lands.

Table 11 – Proposed Updates to the Ontario Wetlands Evolution System

Provincial Comment Period closes on November 24, 2022 (ERO: 019-6160)

Proposed Changes	Potential City Impacts	Comments to the Province
Removing the Concept of Wetland Complexes The proposed changes would remove the concept of wetland complexes and weaken the evaluation process. The changes will allow for wetland boundaries to be re-defined after they have been evaluated and accepted.	• It will be more difficult for smaller wetlands (<2 ha in size) to be included and evaluated under the system. • Given that wetlands comprise only about 0.9% of the city's land base and many are small and exist in a mosaic of smaller habitats, the identification and protection of small wetlands will be impacted - they are essential to maintaining biodiversity and ecosystem function at a local and landscape scale. • Given that boundary changes will be allowed after a wetland has been accepted, this could lead to a situation where unauthorized and unpermitted changes to wetlands lead to a reduction in their size or loss over time to facilitate growth in areas that would have been otherwise protected.	• The Province should maintain existing wetland protections. The benefits of developing on wetlands do not outweigh the potential environmental outcomes.

Appendix 2: List of All ERO and Related Postings

Postings to the Environmental Registry of Ontario (ERO)

	Name of Posting	Link and ERO #	Comment Deadline
Information Bulletins			
1	Consultations on More Homes Built Faster: Ontario's Housing Supply Action Plan 2022-2023	019-6162	*n/a*
2	2031 Municipal Housing Targets	019-6171	*n/a*
Legislation (Act)			
3	Proposed Planning Act and City of Toronto Act Changes (Schedules 9 and 1 of Bill 23 – the proposed More Homes Built Faster Act, 2022)	019-6163	November 24, 2022
4	Proposed Planning Act and Development Charges Act Changes: Providing Greater Cost Certainty for Municipal Development-related Charges	019-6172	November 24, 2022
5	Supporting Growth and Housing in York and Durham Regions Act, 2022	019-6192	November 24, 2022
6	Proposed Changes to the Ontario Heritage Act and its regulations: Bill 23 (Schedule 6) - the Proposed More Homes Built Faster Act, 2022	019-6196	November 24, 2022
Regulation			
7	Proposed updates to the regulation of development for the protection of people and property from natural hazards in Ontario	019-2927	December 30, 2022
8	Legislative and regulatory proposals affecting conservation authorities to support the Housing Supply Action Plan 3.0	019-6141	November 24, 2022
9	Proposed Amendment to O. Reg. 232/18: Inclusionary Zoning	019-6173	December 9, 2022
10	Proposed Changes to Ontario Regulation 299/19: Additional Residential Units	019-6197	December 9, 2022
11	Proposed Changes to Sewage Systems and Energy Efficiency for the Next Edition of Ontario's Building Code	019-6211	December 9, 2022
12	Proposed Amendments to the Greenbelt Area Boundary Regulation O. Reg. 59/05	019-6217	December 4, 2022
13	Proposed redesignation of land under the Oak Ridges Moraine Conservation Plan O. Reg. 140/02	019-6218	December 4, 2022
Policy			

14	Proposed Updates to the Ontario Wetland Evaluation System	019-6160	November 24, 2022
15	Conserving Ontario's Natural Heritage	019-6161	December 30, 2022
16	Proposed Revocation of the Parkway Belt West Plan	019-6167	December 30, 2022
17	Proposed Revocation of the Central Pickering Development Plan	019-6174	November 24, 2022
18	Review of A Place to Grow and Provincial Policy Statement	019-6177	December 30, 2022
19	Proposed Amendments to the Greenbelt Plan	019-6216	December 4, 2022

Postings to Ontario's Regulatory Registry (ORR)

	Name of Posting	Link and Proposal #	Comment Deadline
	Proposal		
1	Seeking Input on Rent-to-Own Arrangements	22-MMAH018	December 9, 2022
	Act		
2	Seeking Feedback on Municipal Rental Replacement By-Laws	22-MMAH017	November 24, 2022
3	Proposed Amendments to the Ontario Land Tribunal Act, 2021	22-MAG011	November 25, 2022
4	Amendments to the New Home Construction Licensing Act, 2017 to Protect Purchasers of New Homes	22-MGCS021	November 24, 2022
5	Proposed legislative amendments to the Ontario Underground Infrastructure Notification System Act, 2012 under the More Homes Built Faster Act, 2022	22-MGCS022	November 25, 2022
	Regulation - Minister		
6	Proposed Building Code Changes to Support More Homes Built Faster: Ontario's Housing Supply Action Plan: 2022-2023 (Phase 3 - Fall 2022 Consultation for the Next Edition of Ontario's Building Code)	22-MMAH016	December 9, 2022
7	General Proposed Changes for the Next Edition of Ontario's Building Code (Phase 2 – Fall 2022 Consultation)	22-MMAH019	December 9, 2022

Background and Other Provincial Updates

	Description	Link
1	Community Infrastructure and Housing Accelerator – Final Guideline	Guideline
2	More Homes Built Faster Act, 2022 - Backgrounder	Backgrounder
3	More Homes Built Faster Action Plan	Action Plan
4	Bill 23, More Homes Built Faster Act, 2022	Bill 23

GEORGINA
OFFICE OF THE MAYOR

Margaret Quirk, BASc
MAYOR

November 24, 2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON, M7A 1A1
premier@ontario.ca

The Honourable Steve Clark
Minister of Municipal Affairs and Housing
College Park 17th Floor, 777 Bay St,
Toronto, ON M7A 2J3
steve.clark@pc.ola.org

The Honourable Graydon Smith
Minister of Natural Resources and Forestry
Whitney Block, 99 Wellesley St W,
Toronto, ON M7A 1W3
minister.mnrf@ontario.ca

The Honourable David Piccini
Minister of Environment, Conservation and Parks
College Park 5th Floor, 777 Bay Street
Toronto, ON M7A 2J3
david.piccinico@pc.ola.org

Dear Premier Ford, Minister Clark, Minister Smith and Minister Piccini:

Re: Corporation of the Town of Georgina Response – Proposed Bill 23, the More Homes Faster Act, 2022

On November 22, 2022, Georgina Council held a Special Council meeting to consider Bill 23 and related legislation under the Province of Ontario's Housing Supply Action Plan and passed Resolution No. C-2022-0354, a copy of which is attached hereto.

On behalf of the Council of the Town of Georgina I want to firstly express that we understand and appreciate the severity of the housing crisis and the desire to take bold steps to create more housing that is affordable and attainable for all Ontarians. In this regard, we commend the Province for the comprehensive review and assessment undertaken by the York Region Wastewater Advisory Panel leading to Schedule 10 to Bill 23 *Supporting Growth and Housing in York and Durham Regions Act, 2022* to expedite the expansion and extension of the York Durham Sewage System effectively replacing the Upper York Sewage Solution project. Council views this as a strong and positive commitment to ensuring the health and viability of Lake Simcoe and its watershed, while at the same time advancing much needed housing within our neighboring municipalities in northern York Region.

However, Council at the same time is very concerned about many aspects of Bill 23, and particularly the potentially significant financial impact to local municipalities in terms of lost development charge revenue and parkland which is vital to support new growth. Clearly, growth will not be paying for growth, and it is unacceptable that our existing residents would have to pay more taxes to make up for this lost revenue. As a result, I respectfully submit that the ability

of local and regional municipalities to provide the critical infrastructure and services required for new housing construction in a timely manner will be severely compromised, and thus meeting the housing targets will not be possible.

Council is also very concerned that proposed changes to the Conservation Authorities Act and related legislation removes conservations authorities from an active role in supporting efforts to sustain the health of watersheds and in the case of Lake Simcoe, is counterproductive to efforts in the *Supporting Growth and Housing in York and Durham Regions Act, 2022* replacing the Upper York Sewage Solution Project with a servicing solution directed to the York Durham Sewage System.

In closing, Council concurs with York Region Council and many others that the legislative program under the umbrella of the Ontario Housing Supply Action Plan must be paused in order to have a more in-depth consultation with municipalities and other stakeholders. This will ensure that the proposed changes do not result in unintended consequences that will slow down the delivery of housing, but instead will be effective in giving municipalities the decision making authority, tools and financial resources needed to deliver new housing as quickly as possible.

Sincerely,

Margaret Quirk,
Mayor, Town of Georgina

Attachments - November 22, 2022- Town of Georgina Council Resolution
- Region of York Report

cc.

MPP's – York Region Municipalities
Interim Leader, New Democratic Party of Ontario
Interim Leader, Liberal Party of Ontario
Leader, Green Party of Ontario
Clerk, All Ontario Municipalities
Lake Simcoe Watershed MPPs
Lake Simcoe Region Conservation Authority
Association of Municipalities of Ontario

26557 Civic Centre Rd.
Keswick, Ontario L4P 3G1
905-476-4301

GEORGINA

Legislative Services Department/Clerk's Division

Please be advised that the Town of Georgina Council, at its meeting held on November 22, 2022, considered proposed Bill 23, the More Homes Built Faster Act, 2022 and subsequent to discussion, the following motion was passed:

Moved By Councillor Neeson
Seconded By Councillor Genge
RESOLUTION NO. C-2022-0354

WHEREAS on November 10, 2022, York Region Council adopted a resolution as follows:

"York Region requests the Province of Ontario to halt Bill 23 and begin consultation with the Housing Supply Action Plan Implementation Team to ensure municipalities can work in partnership with the Province of Ontario over the next few months to address the housing affordability concerns in our communities.

The Minister of Municipal Affairs and Housing be requested to appoint key stakeholders, such as the Association of Municipalities of Ontario (AMO), to the Housing Supply Action Plan Implementation Team.

The Regional Clerk circulate this report, including new Attachment 5, presented as Item G.1.1 on the revised agenda, to the Minister of Municipal Affairs and Housing, local municipalities, AMO, Federation of Canadian Municipalities (FCM) and local MPPs."

AND WHEREAS Schedule 10 to Bill 23 Supporting Growth and Housing in York and Durham Regions Act, 2022 proposes to expedite the expansion and extension of the York Durham Sewage System effectively replacing the Upper York Sewage Solution (UYSS) project;

AND WHEREAS The Council of the Corporation of the Town of Georgina supports the halting of the Upper York Sewage Solutions project and the redirection of related drainage Area flows to the York Durham Sewage System;

THEREFORE BE IT RESOLVED THAT The Council of the Corporation of the Town of Georgina supports the November 10, 2022 resolution of York Region Council concerning Bill 23, with the exception that The Council of the Corporation of the Town of Georgina supports Schedule 10 to Bill 23 Supporting Growth and Housing in York and Durham Regions Act, 2022 which proposes to expedite the expansion and extension of the York Durham Sewage System effectively replacing the Upper York Sewage Solution (UYSS) project;

AND FURTHER THAT The Council of the Corporation of the Town of Georgina support the resolution of the Board of the Lake Simcoe Region Conservation Authority dated November 18, 2022 directing Staff to provide a submission to Environmental Registry of Ontario No. 019-6141 based on comments within Staff Report No. 40-22-BOD regarding Provincial Bill 23 - More Homes Built Faster Act, 2022 and that Staff be directed to submit a letter to the Minister of Natural Resources and Forestry and the Minister of Environment, Conservation and Parks requesting that the Conservation Authorities Working Group be re-engaged;

AND FURTHER THAT the Council of the Corporation of the Town of Georgina opposes the proposed removal or re-designation of approximately 7,400 acres of protected lands from the Provincial Greenbelt Area and/or the Oak Ridges Moraine Conservation Plan for residential development as set out in ERO posting number 019-6217 and ERO posting number 019-6218;

AND FURTHER THAT the Council of the Corporation of the Town of Georgina opposes the conversion of Conservation Authority lands, for housing purposes in the absence of a fuller understanding of the criteria that will be used to conduct the assessment and a Municipal Comprehensive Review that demonstrates the need for the conversion to meet population targets;

AND THAT this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable David Piccini, Minister of the Environment, Conservation and Parks, the Honourable Graydon Smith, Minister of Natural Resources and Forestry, Caroline Mulroney, MPP, York-Simcoe, York Region MPP's, York Region municipalities, Lake Simcoe Watershed MPP's, the Honourable Peter Tabuns, Leader of the Opposition and interim leader of the Ontario New Democratic Party, the Honourable John Fraser, Interim Leader of the Ontario Liberal Party, the Honourable Mike Schreiner, Leader of the Green Party of Ontario, Lake Simcoe Region Conservation Authority, Association of Municipalities of Ontario (AMO) and all Ontario municipalities.

The Regional Municipality of York

Regional Council
November 10, 2022

Report of the Chief Administrative Officer

Bill 23, More Homes Built Faster Act 2022

1. Recommendation

1. The Regional Clerk forward this report to the Minister of Municipal Affairs and Housing seeking an extension of the comment period to at least December 31, 2022, to allow for a more informed consultation period and constructive feedback.

2. The Regional Clerk circulate this report to the Clerks of the local municipalities.

2. Summary

This report is to inform Council of Bill 23, the *More Homes Built Faster Act*, omnibus legislation that received first reading in the provincial legislature on October 25, 2022.

Key Points:

- Bill 23 proposes to amend nine Acts with varying levels of impact on the Region and introduces a new Act addressing "Upper York" servicing in York Region
- Amendments most impactful to the Region are to the *Development Charges Act* and the *Planning Act*. The new *Supporting Growth and Housing in York and Durham Regions Act, 2022*, deals with Upper York servicing and is also the subject of a separate report. These most impactful elements of Bill 23 are summarized in Attachment 2 to this report
- Attachment 3 summarizes the details of other amendments proposed through Bill 23
- Preliminary review suggests that, at minimum, Bill 23 will significantly impact how the Region and our local municipalities coordinate growth management with infrastructure planning and while challenging the ability to pay for infrastructure. The deadline for comments through an Environmental Registry posting is November 24, 2022 for most of the proposed changes.

3. Background

On October 25, 2022 the Province tabled Bill 23, *More Homes Built Faster Act, 2022*

Bill 23, the *More Homes Built Faster Act* is omnibus legislation that proposes changes to nine Acts and proposes a new Act, the *Support Growth and Housing in York and Durham Region's Act, 2022* as outlined in Minister Clark's letter dated October 25, 2022 (Attachment 1). This Bill is the most substantial proposal to date under the Provincial initiative to increase housing supply in Ontario to build 1.5 million homes in the next 10 years. This target significantly exceeds the Growth Plan forecasts (as communicated to Council's Housing Affordability Task Force on September 22, 2022) and will most certainly require more predictability in Provincial approvals and funding than what has been in place for the last two decades.

A number of proposed changes are posted on the Environmental Registry of Ontario and impact the Region and Regional areas of interest. Attachments 2 and 3 outline the changes proposed through amendments to the nine existing Acts; the *Support Growth and Housing in York and Durham Region's Act* is addressed through a separate report on this Council agenda.

The deadlines for comments range from November 24, 2022 to December 31, 2022.

4. Analysis

Proposed changes to the *Development Charges Act, 1997* reduce the share of infrastructure funded through development charges and place pressure on the Region's debt capacity, tax levy and/or water rates

Bill 23 proposes several changes to the *Development Charges Act, 1997* beginning with permitting a bylaw to have a maximum term of 10 years, up from the current 5. It also proposes to require phasing in a new bylaw's development charge rates over the first five years – with a suggestion that it will apply retroactively to bylaws passed after June 1, 2022.

The Bill also proposes to exempt or discount development charges on affordable housing, "attainable" housing, not-for-profit housing, inclusionary zoning units and rental units (details are summarized in Attachment 2). Affordable ownership has been defined as 80% of the average purchase price for ownership, while affordable rental has been defined as 80% of average market rent for rental units. A definition of "attainable" will be prescribed through regulation, though it would not include rental. Rental development, which is eligible for development charge discounts, is defined as a building or structure with four or more residential units all of which are intended for use as rented residential premises.

Other proposed changes to the *Development Charges Act* include:

- No longer being able to collect development charges for housing services, growth studies and land costs

- Capping of the interest rate on frozen and installment development charges payments at bank prime rate plus 1%
- Requirement that municipalities spend or allocate at least 60% of the monies in the water, wastewater and roads development charge reserves at the beginning of each year

Any development charge reduction, exemption, discount, or removal of services/costs that limits cost recovery may impact the ability of the Region to deliver vital, growth-related infrastructure or the gap may need to be funded from tax levy or user rates.

The Bill proposes changes to the *Planning Act* which remove planning responsibilities from York Region

The *More Homes Built Faster Act* proposes changes to the *Planning Act* which remove planning responsibilities from York Region as well as Durham, Peel, Halton, Niagara and Waterloo Regions, and Simcoe County. These changes eliminate Council's approval authority for local planning matters, require local municipalities to implement the Regional Official Plan, and remove the Region's right to appeal land use planning decisions.

The Regional Official Plan, once approved by the Minister of Municipal Affairs and Housing, would become the responsibility of local municipalities in conjunction with their own Official Plans. The intent is that local municipal Official Plans incorporate Regional Official Plan policies within their jurisdiction. In the interim, *Planning Act* decisions would be made by local municipalities having regard for both documents with the Regional Official Plan prevailing in the event of conflict.

Other proposed changes to the *Planning Act* include:

- Up to three residential units per urban residential lot as-of-right
- Limiting the role of Conservation Authorities
- Removing all aspects of site plan control for residential development proposals up to 10 units
- Setting maximums for parkland dedication

Coordination to address cross-boundary, public and Regional interests need to be considered

As noted by the Association of Municipalities of Ontario and others (see Attachment 4), many of the proposed changes need to be better understood as they seem to transfer risk from private developers to the public. Regional and Provincial planning has been strengthened over the last 20 years, with changes to the Growth Plan as recently as 2019, recognizing the need for comprehensive planning of matters including but not limited to transportation, transit, water and wastewater services and a financially sustainable means to provide them. The current process of planning and prioritizing Regional infrastructure and service delivery will need to continue.

A move towards local-level decision-making needs to ensure that progress in coordinated, comprehensive planning is not lost and that the public and municipalities are protected from unintended consequences.

York Region and local municipalities already collaborate extensively to coordinate planning matters. Most routine planning matters have already been delegated to local municipalities. Other Regions still have subdivision approval, so in those jurisdictions, the changes are more impactful.

Responses to Environmental Registry of Ontario postings will be provided to Council for consideration and additional comments

Environmental Registry postings regarding changes proposed through Bill 23 are being reviewed and assessed. Comments will be provided to the Province in response to these postings and their comment deadlines. In light of the incoming Council's first business meeting scheduled for December 8, 2022 the Province will be advised that any comments provided by staff to meet the imposed deadlines are preliminary with Council consideration and additional comments to follow.

5. Financial

Changes proposed through Bill 23 could have implications on how the Region funds growth-related infrastructure, potentially conflicting with the principle that growth pays for growth. Bill 23 proposes several exemptions and discounts to support affordable, non-profit, and rental housing. These incentives, which limit cost recovery, may need to be funded from the tax levy or user rates. The Region currently has in place a number of development charges deferral programs supporting the same desired outcomes, but do not need to be funded from the tax levy or user rates.

If passed, Bill 23 would also amend the Development Charges Act to prohibit municipalities from collecting development charges for housing services, growth studies and land costs. To maintain the current capital program, any growth-related capital costs not recovered through development charges may also need to be made up from tax levy and/or user rates.

6. Local Impact

The planning responsibilities of local municipalities will increase if the proposed changes pass. In addition to an increased approval authority role for applications previously approved by Council or delegated to Regional staff, local municipalities will also be taking on a greater role with respect to the Conservation Authority regulation for planning matters. This may, at least in the short term, have the unintended consequence of slowing planning approvals and increasing appeals to the Ontario Land Tribunal. This risk is further compounded by deadlines and the potential application fee refund regime of Bill 109.

Water and wastewater servicing planned, financed, built and operated by the Region is required for homes to be built. Ongoing collaboration and coordination between local

municipalities and the Region to ensure alignment between growth management planning, infrastructure planning and financial planning will be required.

Finally, many of the changes not highlighted in this report have consequences on local municipalities including those related to parkland dedication, urban design, heritage conservation, and more.

7. Conclusion

Bill 23 is sweeping omnibus legislation proposing numerous changes as outlined in Attachments 2 and 3. If approved as currently written, the Bill appears to overlook unintended consequences counter to the objective of increasing the housing supply. Specifically, changes proposed to the *Development Charges Act* complicate how growth-related infrastructure will be paid for. *Planning Act* changes risk uncoupling growth management planning from comprehensive and financially sustainable infrastructure and service planning.

Ongoing consultations, along with indications of the Provincial government's intentions for regulations that are expected to follow, will help form a better understanding. Staff will be responding as required to avoid missing the imposed deadlines but will also report back to Council relaying any resulting updates to the Ministry of Municipal Affairs. Responses will continue to be coordinated with our local and peer municipalities through AMO, AMCTO, MFOA and other municipal associations.

For more information on this report, please contact Paul Freeman, at 1-877-464-9675 ext. 71534 or Laura Mirabella at ext. 71600. Accessible formats or communication supports are available upon request.



Approved for Submission: **Bruce Macgregor**
Chief Administrative Officer

November 1, 2022

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Attachments (4)

Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

Ministère des Affaires municipales et du Logement

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M7A 2J3
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Ontario

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,

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

Summary of Bill 23, More Homes Built Faster Act, 2022
Changes to Development Charges Act and Planning Act

Development Charges Act, 1997

Area (ERO# 019-6172)	**Summary of Changes**
Duration of Development Charges (DC) by-law	Maximum by-law term is extended from 5 to 10 years.
Mandatory phase–in of new DC by-law rates	New DC by-law rates, resultant from a by-law update/amendment, phased in over first 5 years; no more than 80% in year 1 to 100% by years 5 and onwards. Applies retroactively to by-laws passed on, or after, June 1, 2022 and for subsequent by-laws.
New DC exemptions or partial exemptions/discounts Proposed definitions: *Average market rent - the average market rent for the year in which the residential unit is occupied by a tenant, as identified in the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin", as it is amended from time to time, that is published by the Minister of Municipal Affairs and Housing **Average purchase price - the average purchase price applicable to a residential unit is the average purchase price for the year in which the residential unit is sold, as identified in the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin", published by the Minister of Municipal Affairs and Housing	1. Affordable housing (full exemption) *Rental* - rent is no greater than 80% of the average market rent*. Tenant is at arm's length to landlord. *Ownership* - price of the residential unit is no greater than 80% of the average purchase price**; sold to a person who is dealing at arm's length. Requires agreements with the local municipality, which may be registered against the lands. 2. Attainable housing (full exemption) Must meet the following criteria: • Unit is not an affordable unit • Not intended for use as a rental • Developed as part of a prescribed development or class of developments • Sold to a person who is dealing at arm's length with the seller Requires agreements with the local municipality, which may be registered against the lands. 3. Not for profit housing (full exemption) Means a corporation to which the Not-for-Profit Corporations Act, 2010 applies; a corporation without share capital to which the Canada Not-for-profit Corporations Act applies; a non-profit housing co-operative. 4. Inclusionary zoning units (full exemption) Residential units that are affordable housing units required to be included in a development or redevelopment pursuant to a by-law passed under section 34 of the Planning Act to give effect to the

	policies described in subsection 16 (4) (Inclusionary zoning policies). 5. Rental housing (discount/partial exemption) Rental means development of a building or structure with four or more residential units all of which are intended for use as rented residential premises. Discounts are as follows: • 3 bedrooms or more – 25% discount • 2 bedrooms – 20 % discount • Any other – 15% discount
Exemptions for second suites in existing and new buildings (including additional units in rental buildings, limited to the greater of 1 or 1% of existing units)	Moves from regulations to legislation with minor changes.
Removal of service - Housing	Municipalities are no longer able to collect development charges for Housing Services, as at Royal Assent.
Removal of DC-eligible costs – studies and land	Growth studies, including other studies, no longer eligible for subsequent by-laws. Costs to acquire land or an interest in land, including a leasehold interest except in relation to such services as are prescribed for the purposes of this paragraph (underlined is new).
Interest rate changes on frozen DCs/installment payments Proposed Definition: * Average prime rate, means the mean, rounded to the nearest hundredth of a percentage point, of the annual rates of interest announced by each of the Royal Bank of Canada, The Bank of Nova Scotia, the Canadian Imperial Bank of Commerce, the Bank of Montreal and The Toronto-Dominion Bank to be its prime or reference rate of interest in effect on that date for determining interest rates on Canadian dollar commercial loans by that bank in Canada.	Capped at average Prime plus 1%.
Historic average service level timeframe	Extended from 10 years to 15 years.

Allocation of monies in reserve fund	Beginning in 2023 and in each calendar year thereafter, a municipality shall spend or allocate at least 60% of the monies that are in a reserve fund for services at the beginning of the year. Applies to water, wastewater and roads. Additional services to which this change applies may be prescribed.

Planning Act

Area (ERO# 019-6163)	**Summary of Proposed Changes**
Additional Residential Units	Allow up to three units per lot (i.e., up to three units in the primary building, or up to two in primary building and one in ancillary building or structure). These changes would apply to any parcel of urban residential land in settlement areas with full municipal water and sewage services. Prohibit municipalities from imposing development charges (regardless of unit size), parkland dedication or cash-in-lieu requirements, applying minimum unit sizes or requiring more than one parking space per unit with regard to new units built under this permission.
Planning Appeals	Limit third-party appeals. Appeals would only be maintained for key participants (e.g., applicants, province, public bodies, First Nations, and utility providers that participated in the process) except where appeals have already been restricted (e.g., Minister's decision on new official plan).
Upper-tier and Lower-tier Municipal Planning Responsibilities	Remove planning responsibilities in the County of Simcoe, and the Regional Municipalities of Halton, Peel, York, Durham, Niagara and Waterloo. Regulation-making authority to prescribe additional upper-tier municipalities as an "upper-tier municipality without planning responsibilities" in the future if needed. Where upper-tier planning responsibilities are removed: • Existing upper-tier official plans would be deemed to form part of the applicable lower- tier municipality's official plan, until the lower-tier official plan has been updated • Lower-tier official plans and amendments would be approved by the Minister of Municipal Affairs and Housing (Minister's decision on new official plans and section 26 updates would not be appealable) • The upper-tier municipality would not be able to appeal land use planning decisions

Area (ERO# 019-6163)	Summary of Proposed Changes
	• The approval authority for subdivisions and consents would be assigned to lower-tier municipalities, unless the Minister provides otherwise through regulation The proposed changes would also have the effect of removing the following upper-tier municipal roles and requirements for an "upper-tier municipality without planning responsibilities": • Requirement to have planning advisory committees • Ability to have land division committees • Ability to have a local appeal body • Ability to assume any authority, responsibility, duty or function of a lower-tier municipality • Ability to use the protected major transit station area tool. As a result of the proposed changes, the following provisions would no longer be applicable in an "upper-tier municipality without planning responsibilities": • Allowing the Minister to delegate approval authority for official plans/amendments to/from upper-tier municipalities, and provisions for upper-tier municipalities to delegate to/from upper-tier municipal staff/committees or lower-tier municipalities • Requiring lower-tier official plans to conform with upper-tier official plans • Limits on appeals of official plans/amendments that are only relevant to upper-tier municipalities • Requiring lower-tier official plan policies for a community planning permit system (CPPS) to conform with the upper-tier municipality's CPPS policies.
Role of Conservation Authorities	Streamlined processes to sever and dispose of land. Expedite the existing processes associated with the severance and conveyance of land, regardless of whether provincial grant money was provided under the Conservation Authorities Act, for the purposes of projects related to flood control, erosion control, bank stabilization shoreline management works or the preservation of environmentally sensitive lands. Limit conservation authority appeals, when acting as a public body, other than when acting as an applicant, of land use planning decisions under the Planning Act to matters related to natural hazards policies in provincial policy statements issued under the Planning Act.
Zoning Around Transit	Require municipalities to amend their zoning by-laws to conform with official plan policies that establish minimum densities and heights around transit Major Transit Station Areas (MTSA) and

Area (ERO# 019-6163)	**Summary of Proposed Changes**
	Protected MTSAs within one year of the official plan policies being approved by the Minister. Restriction on appeals of the implementing zoning by-law amendments regarding permitted heights and densities and permitted uses would expire after one year of the protected major transit station official plan policies coming into effect.
Community Benefit Charges (CBC)	The maximum CBC payable could not exceed the prescribed percentage of the value of the land (maximum CBC of 4% of land value) multiplied by a ratio of the floor area of the new building or structure that is proposed to be erected as part of the development or redevelopment to all buildings and structures on the site. Maximum CBC payable (4% of land value) for a development or redevelopment to be discounted based on the floor area of affordable housing units, attainable housing units and inclusionary zoning affordable housing units as a proportion of the floor area of the total development.
Site Plan Control	Remove all aspects of site plan control for residential development proposals up to 10 units, except for land lease communities. The proposed changes would also limit the scope of site plan control by removing the ability to regulate architectural details and limiting the ability to regulate aesthetic aspects of landscape design.
Parkland Dedication	Affordable and attainable housing units as well as affordable housing units required by inclusionary zoning exempt from parkland dedication requirements. The maximum 5% basic rate for residential development would be discounted based on number of these units relative to total units in the development. These units would also not be included for the purposes of determining the maximum alternative rate. Not-for-profit housing developments would also be exempt from parkland dedication requirements. A second, or second and third residential unit in a detached-house, semi-detached house or rowhouse would be exempt from parkland dedication requirements, as would one residential unit in an ancillary structure. Require parkland dedication rates to be determined at time of zoning/site plan application. The maximum alternative parkland dedication rate for land conveyed of 1 hectare for each 300 dwelling units would be

Area (ERO# 019-6163)	Summary of Proposed Changes
	changed to 1 hectare for each 600 net residential units and for payments in lieu, the current rate of 1 hectare for each 500 dwelling units would be changed to 1 hectare for each 1000 net residential units. No more than 15% of the amount of land subject to the development proposal (or equivalent value) could be required for parks or other recreational purposes for sites greater than 5 hectares and no more than 10% for sites 5 hectares or less. Require municipalities to develop a 'parks plan' before passing a parkland dedication by-law instead of developing such a plan before adopting the official plan policies required to be able to use the alternative parkland requirement. Beginning in 2023, the proposed changes would require municipalities to allocate or spend at least 60% of their parkland dedication reserve balance at the start of each year.

New Act: Supporting Growth and Housing in York and Durham Regions Act, 2022

Area (ERO# 019-6192)	Summary of Proposed Changes
General	Mandate the planning, development and construction of two wastewater projects. Both exempt from the Environmental Assessment Act, however environmental impact reports must be prepared. The Act creates a mandatory consultation process for Indigenous communities.
York Region Sewage Works Project	Expand the existing York Durham Sewage System to accommodate growth to 2051. Revokes instruments for the Upper York Sewage Systems Solution and terminates that Environmental Assessment application.
Lake Simcoe Phosphorus Removal Project	One or more prescribed municipalities to develop, construct and operate a new treatment facility that will remove phosphorus from drainage water that flows from the Holland Marsh to Lake Simcoe.

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Summary of Bill 23, More Homes Built Faster Act, 2022
New Act and Changes to Other Acts

Conservation Authorities Act

Area (ERO# 019-2927 and ERO# 019-6141)	**Summary of Proposed Changes**
Proposed Regulation	Repeal the 36 individual regulations under the Conservation Authorities Act, a single regulation is proposed for all 36 Authorities in the province.
Identify Lands for Housing	Require a land inventory to identify conservation authority-owned or controlled lands that could support housing development. Disposition (sales, easements, leases) of conservation authority owned land will be streamlined to facilitate development of these lands.
Limitation on commenting	Prevents a review or commenting role for a wide array of legislation, which cannot be included under an agreement with a municipality.
Community Infrastructure and Housing Accelerator	Require conservation authorities to issue permits for projects subject to a Community Infrastructure and Housing Accelerator order and allow the Minister to review and amend any conditions attached to those permits to expedite zoning changes.
Minister's Zoning Order conditions	Gives authority to the Minister to prescribe conditions on a permit issued by a conservation authority where there is a Minister's Zoning Order, and to also prescribe limits on what conditions a conservation authority may include.
Permit Exemptions	Exempt development authorized under the Planning Act from requiring a permit under the Conservation Authorities Act in municipalities set out in regulation, where certain conditions are met as set out in regulation.
Permit Decisions	"Pollution" and "conservation of land" no longer considered in development permit decisions.
Appeal Timeframe	Change the timeframe in which a permit applicant can appeal to the Ontario Land Tribunal if a CA does not issue a permit from 120 days to 90 days.
Review of development related proposals and applications	Scope conservation authorities' review and commenting role with respect to development applications and land use planning policies under prescribed Acts to matters within their core mandate (primarily flooding and erosion).
Fee freeze	Conservation Authority fees will be frozen at current levels.

Municipal Act, 2001

Area	**Summary of Proposed Changes**
Residential Rental Properties	Establishes authority for the Minister of Municipal Affairs and Housing to make regulations imposing limits and conditions on the powers of a municipality to prohibit and regulate the demolition and conversion of residential rental properties.

Ontario Land Tribunal Act

Area (Proposal #22-MAG011)	**Summary of Proposed Changes**
Dismissal of Proceedings	The Tribunal may dismiss a proceeding without a hearing if the Tribunal is of the opinion that the party who brought the proceeding has contributed to undue delay of the proceeding or if that a party has failed to comply with an order of the Tribunal in the proceeding.
Costs	Gives the Tribunal the power to order an unsuccessful party to pay a successful party's costs, intended to encourage parties to reach an agreement without going through the Tribunal.
Regulation-Making Authority	Provides new authority for the Lieutenant Governor in Council to make regulations requiring the Tribunal to prioritize the resolution of specified classes of proceedings, such as cases that create the most housing, for example. The Minister will have power to make regulations setting service standards with respect to timing of hearings and decisions for specific case resolution activities.

Ontario Heritage Act

Area (ERO# 019-6196)	**Summary of Proposed Changes**
Heritage property designation	Permits the Minister of Citizenship and Multiculturalism to review, confirm and revise, the determination of a property. Implements higher standards to require a property to meet two or more criteria. Listed properties would need to meet one of the criteria. Municipalities to review existing registers and decide if properties should be designated. Limit non-designated properties from being on the register indefinitely. Certain properties may be exempt from heritage standards and guidelines if it advances provincial priorities of transit, housing, health and long-term care or other priorities. If a non-designated property listed is not designated within 2 years, it is removed from the list. The property cannot be included on the list for another 5 years.
Heritage Conservation Districts	Heritage Conservation District Plans can be amended or repealed, and a regulatory authority would prescribe this process. A statement must be provided explaining the cultural heritage value or interest and how the Heritage Conservation District meets two or more of the criteria.

New Home Construction Licensing Act, 2017

Area (Proposal # 22-MGCS021)	**Summary of Proposed Changes**
Minister's powers	Minister's powers increased (use of funds, penalties, etc.) and may be exercised by order instead of by regulation.

Administrative Monetary Penalty (AMP) and regulation	Increase the maximum allowable amount for an Administrative Monetary Penalty (AMP) from $25,000 to $50,000 Increase the maximum fines that a court may impose after a person or entity has previously been convicted of an offence - specifically, a maximum fine of $100,000 for a subsequent conviction in the case of an individual, and a maximum fine of $500,000 for a subsequent conviction in the case of a person or entity that is not an individual. Allow for AMPs to be imposed retroactively to contraventions that occurred on or after April 14, 2022; Enable the Home Construction Regulatory Authority (HCRA) to use the proceeds of AMPs and fines to provide funds to adversely impacted consumers and make a related regulation requiring the HCRA to establish, maintain and comply with a policy to this effect.

Ontario Underground Infrastructure Notification System Act, 2012

Area (Proposal # 22-MGCS022)	**Summary of Proposed Changes**
Administrative	Minister authority to appoint Chair and Administrator, greater role in conflict resolution, and provide regulation making authority to Lieutenant Governor in Council.

Additional Proposed Changes

Area	**Summary of Proposed Changes**
Municipal Housing Targets and Housing Pledge (ERO# 019-6171)	Assignment of municipal housing targets to 29 selected lower- and single-tier municipalities over the next 10 years Four municipalities in York Region have housing targets: o City of Markham: 44,000 o City of Vaughan: 42,000 o City of Richmond Hill: 27,000 o Town of Newmarket: 12,000 Direct municipalities to create a 'housing pledge' to implement housing targets which outlines actions municipalities will take to meet targets, and a 'vehicle' for identifying policy proposals to increase housing and infrastructure needs. Pledges are due March 1, 2023 with reporting towards the target annually.
Review of A Place to Grow and Provincial Policy Statement (ERO# 019-6177)	Proposal to integrate the PPS and A Place to Grow into a single new province-wide plan

Revocation of the Parkway Belt West Plan (ERO# 019-6167)	Proposal is to revoke the Parkway Belt West Plan created in 1978 to potentially increase housing supply
Proposed Building Code changes (Proposal # 22-MMAH016, Proposal # 22-MMAH019, ERO# 019-6211)	A number of changes are proposed including, but not limited to, better alignment with National Building Code, Fire Management, accessibility and providing greater clarity.
Rent-to-Own Arrangements (Proposal # 22-MMAH018)	Explore 'rent-to-own' home financing model in supporting housing attainability in the province. Potential to engage in a rent to own arrangement with two contracts: • Rental agreement • Rent to own agreement The province is seeking feedback on the viability, barriers and issues for renters on the rent to own model, as well as the provincial role to facilitate these agreements.
Proposed Updates to the Ontario Wetland Evaluation System (ERO# 019-6160)	Proposed changes to content in the Ontario Wetland Evaluation System (OWES) manuals including new guidance and moving approval to the professional opinion of wetland evaluators and local decision makers including municipalities. Removal of species at risk and wetland grouping criteria in determining a wetland's significance.
Conserving Ontario's Natural Heritage (ERO # 019-6161)	A discussion paper seeks feedback on how Ontario could offset development pressures on wetlands, woodlands, and other natural wildlife habitat. The Ministry of Natural Resources and Forestry is considering developing an offset policy that would require a net positive impact on these features and help reverse the decades-long trend of natural heritage loss in Ontario.
Inclusionary Zoning (ERO #019-6173)	Proposed changes to inclusionary zoning rules would standardize the following across the province: • Set a maximum affordability period of 25 years • Limit the number of affordable units to 5% of the total number of units or 5% of the total gross floor area of the total residential units, not including common areas • Set affordability at 80% of the average resale price of ownership units or 80% of the average market rent for rental units

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Ontario's New Housing Supply Action Plan: Some Troubling Features

NEWS PROVIDED BY
Association of Municipalities of Ontario
→
Oct 25, 2022, 17:51 ET

TORONTO, Oct. 25, 2022 /CNW/ - The Government of Ontario today introduced the next phase of its Housing Supply Action Plan: the proposed *More Homes Built Faster Act, 2022*. The Plan includes a broad array of legislative and regulatory changes related to land use planning, property taxes, building code, heritage, conservation, and the infrastructure financing framework that supports growth.

"Municipalities will welcome some of the proposed changes, and will be very concerned about others, such as changes to the Development Charges Act," said AMO President Colin Best. "We will work with the government on the ideas that have the potential to make housing more affordable, and we will oppose changes that undermine good economic and environmental policy."

Proposed changes include discounting and, in some cases, eliminating development charges and related developer obligations. When communities grow, infrastructure and public services must be scaled up to meet new demands. The new legislation would shift some of those costs from developers to current property taxpayers.

The Ontario government has signaled it may offset some of the financial impacts for municipalities. However, shifting growth costs from developers to taxpayers represents a fundamental change from the principle that growth should pay for growth, and that current homeowners and renters should not be required to subsidize new development. There are no mechanisms to ensure that developers will pass on cost savings to consumers in need of more affordable housing options.

For years, municipalities have been sounding the alarm about housing affordability and homelessness. Municipal governments deliver many of the front-line services that respond to these complicated and difficult challenges. Municipalities are committed to doing what they can to make housing more affordable, and to support economic growth.

Ontario had 100,000 housing starts in 2021, the highest in 30 years. However, some municipalities have seen a sharp decline in permit applications in 2022, due to factors such as higher interest rates and labour shortages.

AMO is the collective voice of Ontario's municipal sector advocating for good public policy that supports strong, sustainable, and prosperous communities. AMO's member municipal councils govern and provide key services to about one in three Canadians.

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SOURCE Association of Municipalities of Ontario

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Summary of Bill 23, More Homes Built Faster Act, 2022
Changes to Development Charges Act and Planning Act

The new Supporting Growth and Housing in York and Durham Regions Act, 2022 is the subject of a separate report.

There are a number of proposed legislative changes with no Regional implications and that not summarized below, including:

- Ontario Heritage Act (ERO# 019-6196)
- New Home Construction Licensing Act, 2017 (Proposal # 22-MGCS021)
- Ontario Underground Infrastructure Notification System Act, 2012 (Proposal # 22-MGCS022)
- Proposed Building Code changes (Proposal # 22-MMAH016, Proposal # 22-MMAH019, ERO# 019-6211)

Development Charges Act, 1997

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
Duration of Developme Charges (DC) by-law	• Maximum by-law term is extended from 5 to 10 years.	• No immediate financial implications as current development charges bylaw has a prescribed expiry of June 16, 2027	• While the change provides municipalities with the potential to have a bylaw for up to 10 years when taken together with proposed new phase-in rules, municipalities will need to assess whether they should update the bylaw prior to the 10-year expiration to maximize cost recovery

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
Mandatory phase–in of new DC by-law rates	• New DC by-law rates, resultant from a by-law update/amendment, phased in over first 5 years; no more than 80% in year 1 to 100% by years 5 and onwards. Applies retroactively to by-laws passed on, or after, June 1, 2022 and for subsequent by-laws.	• No immediate financial implications as York Region's 2022 DC Bylaw was passed on May 26, 2022	• Disincentivizes municipalities to update DC Bylaws earlier than the maximum 10-year term because of the phase-in provisions that prohibit full DC rate recovery in the first four years of a new bylaw • Subject to section 5(6)3 of the Act, any shortfall from phasing in of DC rates m may need to be made up from tax levy or user rates • Any reduction in DC cost recovery could limit the Region's ability to deliver on its growth-related capital plan which could potentially slow housing construction
New DC exemptions or partial exemptions/discounts Proposed definitions: *Average market rent - the average market rent for the year in which the residential unit is occupied by a tenant, as identified in the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin",	**1. Affordable housing (full exemption)** *Rental* - rent is no greater than 80% of the average market rent*. Tenant is at arm's length to landlord. *Ownership* - price of the residential unit is no greater than 80% of the average purchase price**; sold to a person who is dealing at arm's length. Requires agreements with	• Immediate financial implications are unknown and subject to future take-up	• The Region currently has a number of DC deferral programs that support affordable, rental and non-profit housing, which do not need to be funded from the tax levy or user rates • Subject to section 5(6)3 of the Act, any shortfall from DC exemptions or discounts may need to be made up from tax levy or user rates

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
as it is amended from time to time, that is published by the Minister of Municipal Affairs and Housing **Average purchase price - the average purchase price applicable to a residential unit is the average purchase price for the year in which the residential unit is sold, as identified in the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin", published by the Minister of Municipal Affairs and Housing	the local municipality, which may be registered against the lands. **2. Attainable housing (full exemption)** Must meet the following criteria: ▪ Unit is not an affordable unit ▪ Not intended for use as a rental ▪ Developed as part of a prescribed development or class of developments ▪ Sold to a person who is dealing at arm's length with the seller Requires agreements with the local municipality, which may be registered against the lands. **3. Not for profit housing (full exemption)** Means a corporation to which the Not-for-Profit Corporations Act, 2010 applies; a corporation without share capital to which the Canada Not-for-profit Corporations Act applies; a non-profit housing co-operative. **4. Inclusionary zoning units (full exemption)**		• Any reduction in DC cost recovery could limit the Region's ability to deliver on its growth-related capital plan which could potentially slow housing construction • 80% of the average purchase price of a home in York Region is ~$1.03M (2021), which based on the proposed definition, could be deemed as affordable. This is a significantly higher threshold than municipalities are using to define affordability. As reported in the 2021 Measuring and Monitoring Report, households at the 60th percentile (who make 132k) can only afford a home worth 536K • Additional clarification will be needed from the Province to determine what qualifies as 'attainable' housing

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
	Residential units that are affordable housing units required to be included in a development or redevelopment pursuant to a by-law passed under section 34 of the Planning Act to give effect to the policies described in subsection 16 (4) (Inclusionary zoning policies). **5. Rental housing (discount/partial exemption)** Rental means development of a building or structure with four or more residential units all of which are intended for use as rented residential premises. Discounts are as follows: ▪ 3 bedrooms or more – 25% discount ▪ 2 bedrooms – 20 % discount ▪ Any other – 15% discount		
Exemptions for second suites in existing and new buildings (including additional units in rental buildings, limited to the greater of 1 or 1% of existing units)	• Moves from regulations to legislation with minor changes.	• Immediate financial implications are unknown and subject to future take-up	• In 2021, the Region saw 139 registered second suites (which were exempt from DCs). Given the proposed changes, the number of secondary/additional suites could increase • Subject to section 5(6)3 of the Act, any shortfall from DC exemptions may need to be

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
			made up from tax levy or user rates • Any reduction in DC cost recovery could limit the Region's ability to deliver on its growth-related capital plan which could potentially slow housing construction
Removal of service - Housing	• Municipalities are no longer able to collect development charges for Housing Services, as at Royal Assent.	• Immediate financial implications as Housing Services are deemed to be removed from the Region's DC Bylaw	• The Region's 2022 DC Background Study and Bylaw helps fund $181 million in DC-eligible costs for the construction of over 2,700 new community housing units over the next 20 years • To maintain the current capital program, any growth-related capital costs not recovered through development charges may need to be made up from the tax levy and water & wastewater user rates
Removal of DC-eligible costs – studies and land	• Growth studies, including other studies, no longer eligible for subsequent by-laws. • Costs to acquire land or an interest in land, including a leasehold interest except in relation to such services as are prescribed for the purposes of	• No immediate financial implications as this change would not take effect until the Region's next development charges update	• The Region's 2022 DC Background Study and Bylaw helps fund over $200 million in growth-related plans and studies over the next 20 years • Additional clarification will be needed from the Province to determine if Environmental Assessments and Infrastructure

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
	this paragraph (underlined is new – services to be prescribed).		Master Plans remain eligible for DC recovery • Additional clarification will be needed from the Province to determine the services that will not be eligible for land cost recovery through development charges • Any costs associated with growth studies and the acquisition of land, that are not recovered through DCs, may need to be made up from tax levy or water and wastewater user rates
Interest rate changes on frozen DCs/installment payments	• Capped at a maximum, average Prime plus 1% Proposed Definition: * Average prime rate, means the mean, rounded to the nearest hundredth of a percentage point, of the annual rates of interest announced by each of the Royal Bank of Canada, The Bank of Nova Scotia, the Canadian Imperial Bank of Commerce, the Bank of Montreal and The Toronto-Domin on Bank to be its prime or reference rate of interest in effect on that date for determining interest rates on Canadian dollar commercial loans by that bank in Canada.	• No immediate financial implications as the Region's current rate is 5%, which is below the prescribed maximum rate	• The Region will need to update its Interest Policy to reflect the change
Historic average service level timeframe	• Extended from 10 years to 15 years	• No immediate financial implications as this change would not take effect until the Region's next DC Bylaw update	• Increasing the timeframe for the historical service level used to calculate DCs, from 10 to 15 years, could potentially result in lower DC rates and delay DC collections

(ERO# 019-6172)	Summary of Changes	Regional Implications	Preliminary Comments
			• Could impact the following services: Public Health, Waste Diversion, Court Services, Public Works, Police Services, Ambulance Services and Long-Term Care
Allocation of monies in reserve fund	• Beginning in 2023 and in each calendar year thereafter, a municipality shall spend or allocate at least 60% of the monies that are in a reserve fund for services at the beginning of the year. Applies to water, wastewater and roads. Additional services to which this change applies may be prescribed.	• Immediate implications, with respect to reporting under section 43 of the *Development Charges Act, 1997*, as this requirement takes effect as at Royal Assent and for 2023 • York Region currently complies with this requirement because of the amount of existing debt for services already prescribed in the Bill	• If by the end of 2023, and for every year thereafter, the Region does not spend or allocate 60% of the monies in the Water, Wastewater and Roads reserves, the Region could be in non-conformity with this new section • Additional clarification is needed from the Province to determine what is meant by 'allocate' and the result of non-conformity

Planning Act

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
Additional Residential Units	• Allow up to three units per lot (i.e., up to three units in the primary building, or up to two in primary building and one in ancillary building or structure). These changes would apply to any parcel of urban residential land in settlement	• Potential positive increase in rental supply and affordable housing • Potential to help increase transit ridership	• Require monitoring and reporting of units and prior confirmation of water and wastewater servicing capacity

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
	areas with full municipal water and sewage services • Prohibit municipalities from imposing development charges (regardless of unit size), parkland dedication or cash-in-lieu requirements, applying minimum unit sizes or requiring more than one parking space per unit with regard to new units built under this permission		
Planning Appeals	• Limit third-party appeals. Appeals would only be maintained for key participants (e.g., applicants, province, public bodies, First Nations, and utility providers that participated in the process) except where appeals have already been restricted (e.g., Minister's decision on new official plan). • The "upper-tier municipality without planning responsibilities" would not be able to appeal land use planning decisions • Region's rights to appeal have been removed on local plans and amendments, zoning by-laws, subdivisions, consent and minor variance	• Reduced public appeal rights and participation in the planning process • The Region is losing the right to seek party status on appeals of local plans and amendments and other planning instruments • Appeals made by a third-party that the Region is currently involved in will be dismissed unless the third party falls within the list of "specified persons" or public bodies specified or the appeal has been scheduled for a hearing on the merits before Oct. 25, 2022	• Provide appeal mechanisms to address matters related to natural systems, Regional roads, human services and infrastructure delivery, including appeals to urban expansion where there is no Regional servicing infrastructure

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
Upper-tier and Lower-tier Municipal Planning Responsibilities	• Remove planning responsibilities in the County of Simcoe, and the Regional Municipalities of Halton, Peel, York, Durham, Niagara and Waterloo. • Regulation-making authority to prescribe additional upper-tier municipalities as an "upper-tier municipality without planning responsibilities" in the future if needed • Where upper-tier planning responsibilities are removed: ▪ Existing upper-tier official plans would be deemed to form part of the applicable lower- tier municipality's official plan, until the lower-tier official plan has been updated ▪ Lower-tier official plans and amendments would be approved by the Minister of Municipal Affairs and Housing (Minister's decision on new official plans and section 26 updates would not be appealable) ▪ The approval authority for subdivisions and consents would be assigned to lower-tier municipalities, unless the Minister provides otherwise through regulation	• Planning for growth and servicing have been coordinated in manner to maintain fiscal sustainability at the Regional level. With the elimination of the upper-tier planning responsibilities, it is unclear how growth management and servicing will be addressed in this new model. The current process of planning and prioritizing Regional infrastructure and service delivery will need to continue.	• Could result in unintended inefficiencies and delays in the planning review/ development approval process and subsequent delay of housing construction • Risk that Regional, cross-border, infrastructure, and comprehensive planning matters including but not limited to transportation, transit, water and wastewater services and financial sustainability may not be addressed. • A transition towards local-level decision-making needs to ensure that progress in coordinated, comprehensive planning and environmental protection is maintained • Planning and development of complete communities is coordinated at the Regional level to support health and quality of life. Collaborations between public health and planning will need to continue at the local municipal level to ensure plans and development

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
			applications have the appropriate review to support public health and a healthy built environment • Risk that comprehensive policies in the Regional Official Plan will be removed or amended through local official plans resulting in an inconsistent policy approach
Removal of municipal Upper-tier roles	• The proposed changes would also have the effect of removing the following upper-tier municipal roles and requirements for an "upper-tier municipality without planning responsibilities": ▪ Requirement to have planning advisory committees ▪ Ability to have land division committees ▪ Ability to have a local appeal body ▪ Ability to assume any authority, responsibility, duty or function of a lower-tier municipality ▪ Ability to use the protected major transit station area tool	• The Region is no longer required to have the Planning Advisory Committee	• Regional governments play an essential role in planning, financing and delivering major infrastructure to support growth management in a coordinated manner • Local municipal Planning Advisory Committees may increase public participation and input into local planning matters • The Region can support local planning advisory committees on growth management, cross-boundary and infrastructure matters
Removal of municipal Upper-tier provisions	• As a result of the proposed changes, the following provisions would no longer be applicable in an "upper-tier	• Region's delegated approval authority from the Province removed for local official plans	• Approximately 80% of local official plan amendments are

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
	municipality without planning responsibilities": ▪ Allowing the Minister to delegate approval authority for official plans/amendments to/from upper-tier municipalities, and provisions for upper-tier municipalities to delegate to/from upper-tier municipal staff/committees or lower-tier municipalities ▪ Requiring lower-tier official plans to conform with upper-tier official plans (Existing upper-tier official plans would be deemed to form part of the applicable lower-tier municipality's official plan, until the lower-tier official plan has been updated) ▪ Limits on appeals of official plans/amendments that are only relevant to upper-tier municipalities ▪ Requiring lower-tier official plan policies for a community planning permit system (CPPS) to conform with the upper-tier municipality's CPPS policies	and local official plan amendments (would now be the Minister of Municipal Affairs and Housing) • York Region's delegation authority removed for official plan amendment exemptions to local municipalities.	already exempt from Regional approval • Minister's approval of lower-tier municipal official plans may result in slower decision timeframes given the increased number of approvals and less familiarity with the upper-tier plans, which may result in the unintended delay of the approvals process and subsequent delay of housing construction
Role of Conservation Authorities	• Streamlined processes to sever and dispose of land. Expedite the existing processes associated with the severance and conveyance of land, regardless of whether provincial grant money was provided under the Conservation Authorities Act, for the	• Results in conservation authority land being sold for development, reducing greenspace available to the public and climate mitigation and adaptation implications including flooding due to	• Conservation authority-owned lands should remain in public ownership and remain greenspace. • Any land identified that could support housing development

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
	purposes of projects related to flood control, erosion control, bank stabilization shoreline management works or the preservation of environmentally sensitive lands • Limit conservation authority appeals, when acting as a public body, other than when acting as an applicant, of land use planning decisions under the Planning Act to matters related to natural hazards policies in provincial policy statements issued under the Planning Act	increased impervious land use • COVID-19 confirmed that urban greenspace is essential in higher density communities, and existing greenspace was inadequate in addressing demand. Reduced greenspace will exacerbate inaccessibility. • Sale of lands may result in development in areas outside settlement areas not contemplated within the land use planning context or for servicing under the water and transportation master plans. Increasing servicing needs in these areas is likely to add additional to already constrained infrastructure without the ability to add additional capacity in the near-term • Will likely reduce the Region's ability to meet its forest canopy and woodland cover targets, along with reductions in the Region's Vision goal to	should be appropriate for such purposes and have servicing, access to amenities and services, and be located outside of hazard lands and environmental features • Any new housing should have criteria including affordability and density • Conservation authority sale of lands to unlock housing will also require servicing in areas not contemplated. Meeting servicing needs will require a concerted effort from multiple levels of government. Presently only wastewater conveyance has been streamlined, this will need to be extended to wastewater treatment, drinking water, and roads infrastructure.

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
		increase greenspace per 100,000 residents	
Zoning Around Transit	• Require municipalities to amend their zoning by-laws to conform with official plan policies that establish minimum densities and heights around transit Major Transit Station Areas (MTSA) and Protected MTSAs within one year of the official plan policies being approved by the Minister • Restriction on appeals of the implementing zoning by-law amendments regarding permitted heights and densities and permitted uses would expire after one year of the protected major transit station official plan policies coming into effect	• Potential impact on ridership, best use of transit infrastructure if PMTSA densities can be appealed following 1 year of protection	• MTSA boundaries and densities should be afforded full in perpetuity protection from appeal
Community Benefit Charges (CBC)	• The maximum CBC payable could not exceed the prescribed percentage of the value of the land (maximum CBC of 4% of land value) multiplied by a ratio of the floor area of the new building or structure that is proposed to be erected as part of the development or redevelopment to all buildings and structures on the site • Maximum CBC payable (4% of land value) for development or redevelopment to be discounted based on the floor area of affordable housing	• Not applicable	• Local municipality's responsibility to administer

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
	units, attainable housing units and inclusionary zoning affordable housing units as a proportion of the floor area of the total development		
Site Plan Control	• Remove all aspects of site plan control for residential development proposals up to 10 units, except for land lease communities • The proposed changes would also limit the scope of site plan control by removing the ability to regulate architectural details and limiting the ability to regulate aesthetic aspects of landscape design	• Limiting scope of site plan control may have implications on the right-of-way, access control, tree planting, drainage, and high-quality urban design.	• Potential for the loss of sustainability measures obtained through site plan approval
Parkland Dedication	• Affordable and attainable housing units as well as affordable housing units required by inclusionary zoning exempt from parkland dedication requirements. The maximum 5% basic rate for residential development would be discounted based on number of these units relative to total units in the development. These units would also not be included for the purposes of determining the maximum alternative rate. Not-for-profit housing developments would also be exempt from parkland dedication requirements • A second, or second and third residential unit in a detached-house,	• Reduction of parkland dedication could result in reduced greenspaces and increased pressure on existing greenspaces, including Regional forests. Greenspaces play an important role in quality of life, recreation, and climate mitigation and adaptation, benefits that could be impacted by reduced greenspaces. • COVID-19 confirmed that urban greenspace is essential in higher density communities,	• Reduction of parkland dedication may make it difficult for municipalities to provide enough greenspace to meet resident demands • Recommend ensuring parkland dedication prioritizes accessible and equitable allocation of green spaces for all types of housing units, including affordable and attainable housing units, and in higher density communities.

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
	semi-detached house or rowhouse would be exempt from parkland dedication requirements, as would one residential unit in an ancillary structure • Require parkland dedication rates to be determined at time of zoning/site plan application • The maximum alternative parkland dedication rate for land conveyed of 1 hectare for each 300 dwelling units would be changed to 1 hectare for each 600 net residential units and for payments in lieu, the current rate of 1 hectare for each 500 dwelling units would be changed to 1 hectare for each 1000 net residential units • No more than 15% of the amount of land subject to the development proposal (or equivalent value) could be required for parks or other recreational purposes for sites greater than 5 hectares and no more than 10% for sites 5 hectares or less • Require municipalities to develop a 'parks plan' before passing a parkland dedication by-law instead of developing such a plan before adopting the official	and existing greenspace was inadequate in addressing demand. Reduced greenspace will exacerbate inaccessibility. • May reduce development costs for Regional and non-profit community housing, consistent with Regional Council's resolution requesting local municipalities to exempt Housing York Inc. developments from local parkland fees.	

(ERO# 019-6163)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
	plan policies required to be able to use the alternative parkland requirement • Beginning in 2023, the proposed changes would require municipalities to allocate or spend at least 60% of their parkland dedication reserve balance at the start of each year		

Conservation Authorities Act

(ERO# 019-2927 and ERO# 019-6141)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
Proposed Regulation	• Repeal the 36 individual regulations under the Conservation Authorities Act, a single regulation is proposed for all 36 Authorities in the province.	• Minimal, additional powers will be provided for Lake Simcoe Region Conservation Authority to support the implementation of the Lake Simcoe Protection Plan	
Identify Lands for Housing	• Require a land inventory to identify conservation authority-owned or controlled lands that could support housing development. Disposition (sales, easements, leases) of conservation authority-owned land will be streamlined to facilitate development of these lands	• Results in conservation authority land being sold for development, reducing greenspace available to the public and climate mitigation and adaptation implications including flooding due to increased impervious land use • COVID-19 confirmed that urban greenspace is essential in higher-density communities, and existing greenspace was	• Conservation authority-owned lands should remain in public ownership and remain greenspace • Any land identified that could support housing development should be appropriate with servicing, access to amenities and services, and be located outside of hazard lands and environmental features

(ERO# 019-2927 and ERO# 019-6141)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
		inadequate in addressing demand. Reduced greenspace will exacerbate inaccessibility • Will likely reduce the Region's ability to meet its forest canopy and woodland cover targets, along with reductions in the Region's Vision goal to increase greenspace per 100,000 residents • Sale of lands may result in development in areas outside settlement areas not contemplated within the land use planning context or for servicing under the water and transportation master plans. Increasing servicing needs in these areas is likely to add additional to already constrained infrastructure without the ability to add additional capacity in the near-term	• Any new housing should have criteria including affordability and density • Conservation authority sale of lands to unlock housing will also require servicing in areas not contemplated. Meeting servicing needs will require a concerted effort from multiple levels of government. Presently only wastewater conveyance has been streamlined, this will need to be extended to wastewater treatment, drinking water, and roads infrastructure
Limitation on commenting and review of development	• Prevents a review or commenting role for a wide array of legislation, which cannot be included under an agreement with a municipality	• Prevents conservation authorities from undertaking a commenting role on behalf of the Region for a wide array of legislation, including the	• Conservation authorities perform an important role in the planning process on behalf of municipalities, limiting their ability to provide this support

(ERO# 019-2927 and ERO# 019-6141)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
related proposals and applications		Endangered Species Act, Environmental Assessment Act, Environmental Protection Act, and Planning Act • Region relies on conservation authority expertise to execute municipal duties under the legislation listed, including reviewing these applications from a water resource sustainability perspective	impacts the ability of a municipality to execute its duties. This could result in the unintended delay of approvals and subsequent delay of housing construction
Community Infrastructure and Housing Accelerator	• Require conservation authorities to issue permits for projects subject to a Community Infrastructure and Housing Accelerator order and allow the Minister to review and amend any conditions attached to those permits to expedite zoning changes	• Given that conservation authorities' permitting authority is limited strictly to natural hazards, this infers a Community Infrastructure and Housing Accelerator order could occur in hazard lands such as floodplains, resulting in risk and insurance implications, and climate adaptation implications	• Conservation Authorities should not be compelled to approve permits for development within regulated areas unless appropriate to do so
Minister's Zoning Order conditions	• Gives authority to the Minister to prescribe conditions on a permit issued by a conservation authority where there is a Minister's Zoning Order, and to also prescribe limits on what conditions a conservation authority may include	• Given that conservation authorities' permitting authority is limited strictly to natural hazards, this infers a development could occur in hazard lands such as floodplains, resulting in risk and	• Conservation Authorities should not be compelled to approve permits for development within regulated areas unless appropriate to do so

(ERO# 019-2927 and ERO# 019-6141)	Summary of Proposed Changes	Regional Implications	Preliminary Comments
		insurance implications, and climate adaptation implications	
Permit Exemptions	• Exempt development authorized under the Planning Act from requiring a permit under the Conservation Authorities Act in municipalities set out in regulation, where certain conditions are met as set out in regulation	• Limiting conservation authorities' permitting authority strictly to natural hazards reduces their ability to protect Regional watersheds	• Conservation Authorities should not be compelled to approve permits for development within regulated areas unless appropriate to do so
Permit Decisions	• "Pollution" and "conservation of land" no longer considered in development permit decisions	• Changes to permitting limiting conservation authorities permitting powers to natural hazard lands reduces their ability to reject development that has pollution or land conservation impacts, presenting additional environmental and source water protection risks	• Watershed and natural systems protection, including conservation of land is essential to ensuring healthy complete communities and quality of life to York Region residents by providing access to natural open spaces
Appeal Timeframe	• Change the timeframe in which a permit applicant can appeal to the Ontario Land Tribunal if a CA does not issue a permit from 120 days to 90 days	• No Regional implications	
Fee freeze	• Conservation Authority fees will be frozen at current levels	• No Regional implications	• Freezing fees may impact the ability to self-fund CA services putting additional pressure on municipal tax levy

Municipal Act, 2001

Area	Summary of Proposed Changes	Regional Implications	Initial Comments
Residential Rental Properties	• Establishes authority for the Minister of Municipal Affairs and Housing to make regulations imposing limits and conditions on the powers of a municipality to prohibit and regulate the demolition and conversion of residential rental properties	• This could reduce existing affordable housing stock in the Region due to demolition and conversion	• Reducing affordable rental housing stock contradicts the Provincial objective of providing more affordable rental housing

Ontario Land Tribunal Act

Area (Proposal #22-MAG011)	Summary of Proposed Changes	Regional Implications	Initial Comments
Dismissal of Proceedings	• The Tribunal may dismiss a proceeding without a hearing if the Tribunal is of the opinion that the party who brought the proceeding has contributed to undue delay of the proceeding or if a party has failed to comply with an order of the Tribunal in the proceeding	• There may be some implications for appeals which are transitioned, where the Region is already a party	• York Region supports these efforts to streamline appeals
Costs	• Gives the Tribunal the power to order an unsuccessful party to pay a successful party's costs, intended to encourage parties to reach an agreement without going through the Tribunal	• There may be some implications for appeals which are transitioned, where the Region is already a party	
Regulation-Making Authority	• Provides new authority for the Lieutenant Governor in Council to make regulations requiring the Tribunal to prioritize the resolution of	• None	

	specified classes of proceedings, such as cases that create the most housing, for example • The Minister will have power to make regulations setting service standards with respect to timing of hearings and decisions for specific case resolution activities		

Additional Proposed Changes

Area	Summary of Proposed Changes	Regional Implications	Initial Comments
Municipal Housing Targets and Housing Pledge (ERO# 019-6171)	• Assignment of municipal housing targets to 29 selected lower- and single-tier municipalities over the next 10 years • Four municipalities in York Region have housing targets: ▪ City of Markham: 44,000 ▪ City of Vaughan: 42,000 ▪ City of Richmond Hill: 27,000 ▪ Town of Newmarket: 12,000 • Direct municipalities to create a 'housing pledge' to implement housing targets which outlines actions municipalities will take to meet targets, and a 'vehicle' for identifying policy proposals to increase housing and infrastructure	• Uncertainties regarding population forecasts in the Growth Plan and the Regional Official Plan, and achievability and enforceability of proposed targets • Without housing affordability, mix and type requirements, housing may be unaffordable	• Need to ensure alignment of targets with infrastructure capacity and timing • Ensure targets for different housing mix and types, and affordability • Ensure targets align with the ability of the private market and the labour force to deliver • The Region has started the Affordable Private Market Housing Implementation Plan to look at mechanisms for local municipalities to use to implement housing pledges

	needs. Pledges are due March 1, 2023 with reporting towards the target annually		
Review of A Place to Grow and Provincial Policy Statement (ERO# 019-6177)	• Province seeking feedback on proposal to integrate the PPS and A Place to Grow into a single new province-wide plan, streamlining and providing greater flexibility in core elements including ▪ Residential Land Supply ▪ Attainable Housing Supply and Mix ▪ Growth Management ▪ Agriculture and Natural Heritage ▪ Community Infrastructure	• Through the Municipal Comprehensive Review, the Region has integrated Growth Plan policies and targets into the Regional Official Plan to achieve conformity. • The York Region Official Plan provides 30 years of housing supply with comprehensive planning that integrates financial, infrastructure, and land use planning, ensuring a consistent approach to growth management for all nine local municipalities	• There are uncertainties regarding the relationship between merging the PPS and Growth Plan and increasing housing supply • Integration of Growth Plan and PPS may reduce certainty making it more difficult to manage growth and deliver infrastructure • Eliminating or watering down the Growth Plan would set comprehensive planning backward
Revocation of the Parkway Belt West Plan (ERO# 019-6167)	• Proposal to revoke the Parkway Belt West Plan to potentially increase housing supply	• No Regional implications	• The Region supports the proposal to revoke the Parkway Belt West Plan
Rent-to-Own Arrangements (Proposal # 22-MMAH018)	• Explore 'rent-to-own' home financing model in supporting housing attainability in the province. Potential to engage in a rent-to-own arrangement with two contracts: ▪ Rental agreement ▪ Rent to own agreement • The province is seeking feedback on the viability, barriers and issues for renters on the rent to own model, as	• No immediate Regional implications as any rent-to-own agreement would be between the developer and the homebuyer • Unclear if the Province is assuming a local role (i.e. for Service Managers) in administering a rent-to-own program	• The Province should consider setting a legal framework for rent-to-own agreements which developers must follow when entering into agreements with households, to ensure consumer protections. • The Province should ensure alignment with any federal rent-to-own initiatives, as the Federal

	well as the provincial role to facilitate these agreements		government committed to supporting rent-to-own projects as part of the 2022 Budget. • If the Province is assuming a role for municipalities (i.e. Service Managers) in the delivery of this program, administration funding must be provided and eligibility criteria should align with the priorities and needs within the service area.
Proposed Updates to the Ontario Wetland Evaluation System (ERO# 019-6160)	• Proposed changes to content in the Ontario Wetland Evaluation System (OWES) manuals including new guidance and moving approval to the professional opinion of wetland evaluators and local decision makers including municipalities. Removal of species at risk and wetland grouping criteria in determining a wetland's significance	• When considered in the context of the broader changes proposed in Bill 23, changes to the evaluation system opens the possibility of development on wetlands and in floodplains. Such a change has the potential to reduce natural functions and groundwater recharge, while also presenting greater flooding risks	• Any changes to the wetland evaluation system should continue to place strong emphasis on maintaining wetland complexes and species at risk habitat and ensuring that development is not permitted in areas where it would present a risk to homeowners
Conserving Ontario's Natural Heritage (ERO # 019-6161)	• A discussion paper seeks feedback on how Ontario could offset development pressures on wetlands, woodlands, and other natural wildlife habitat • The Ministry of Natural Resources and Forestry is considering developing an offset policy that	• This may result in natural heritage loss within the Region since there isn't a principle that requires the offsetting to happen locally	• Any offsetting should result in a net gain in natural heritage features and functions within the local area

	would require a net positive impact on these features		
Inclusionary Zoning (ERO #019-6173)	• Proposed changes to inclusionary zoning (IZ) rules would standardize the following across the province: ▪ Set a maximum affordability period of 25 years ▪ Limit the number of affordable units to 5% of the total number of units or 5% of the total gross floor area of the total residential units, not including common areas ▪ Set affordability at 80% of the average resale price of ownership units or 80% of the average market rent for rental units	• Under the current IZ framework, local municipalities have the ability to set affordability periods, unit set aside rates and affordab e sales prices and rents to address local housing needs • The proposed changes woulc standardize IZ policies across municipalities that choose to implement it, and limit the ability of municipalities to secure more units with longer affordability periods at deeper levels of affordability	• The Province is encouraged to continue to allow local flexibility to ensure IZ policies address local housing needs • Municipal incentives associated with providing IZ units should correspond to the financial value of the IZ units being provided, in terms of depth and length of affordability, and the number of units secured • Provincial regulations must include transition rules to ensure tenants occupying the unit at the end of the affordability period do not experience significant rent increases

Edocs #14351773

MINUTES

Corporation of the City of Cambridge
Cambridge Accessibility Advisory Committee

June 27, 2022

Committee Members in Attendance: Sheri-Lyn Roberts, Dan Lajoie, Erin Moerman, Councillor Adshade, Councillor Devine (Left at 2:15 p.m.), Scott Lindsay, Nathan M. Packiya, Simon Marmur, Carol Kennedy, Rob Rappolt, and Barb Schutz

Members Regrets: Joyce Barlow, Jaime Griffis, John Dunham

Staff Members in Attendance: Michael Oliveri, Council Committee Services Coordinator; Mallory Greenough, Council Committee Services Coordinator; Robyn Hyland, Accessibility Coordinator, Mike Hausser, Director of Operations

Meeting Called to Order

The meeting of the Accessibility Advisory Committee of the Corporation of the City of Cambridge was held in virtually via zoom. Dan welcomed everyone present and called the meeting to order at 1:01 p.m. and the meeting adjourned at 2:17 p.m.

Disclosures of Pecuniary Interest

There are no declarations of pecuniary interest.

Minutes of Previous Meetings

Moved by: Councillor Adshade

Seconded by: Sheri-Lyn Roberts

THAT the minutes from the Accessibility Advisory Committee meeting held on April 25, 2022 be approved.

Carried

Agenda Items

6.1. Cambridge Mill Hotel and Residence site plan – Mackenzie Meek, Project Planner, Pearle Hospitality, Patrick Simmons, Martin Simmons Sweers Architecture

Dan welcomed Mackenzie Meek and Patrick Simmons to the meeting to provide a presentation on the site plan for the proposed Cambridge Mill Hotel. The Committee asked questions and engaged the presenters in discussion.

6.2. King Street Reconstruction Project – Jason Guan, Engineer, Transportation Capital Projects, Region of Waterloo

Dan welcomed Jason Guan and the Region's Consultant Arend Lootsma from IBI Group to the meeting to provide a presentation on the King Street Sidewalk project in Preston. The Committee provided feedback but also expressed interest in a site visit. A visit will be coordinated in the next week.

6.3. Snow Removal – Mike Hausser, Director of Operations

Dan welcomed Mike Hausser to discuss two upcoming Snow Removal proposals. Mike presented the different service delivery options for the snow removal project for seniors. Mike also discussed the potential expansion of service for clearing sidewalks throughout the City. The reports related to these proposals will be presented to Council sometime in the summer.

6.4. Ainslie/Dickson curb cut update – Sheri Roberts, CAAC member

Sheri identified a curb cut in Downtown Galt that is not accessible. Sheri worked with City staff in order to raise this issue with the Region. The Region has committed to fixing the curb cut sometime this summer.

Capital Project Sub-Committee Update

Dan informed the committee that the Sub-Committee met and discussed the new Fire Station 4 and the redesign of the front of the Preston Library.

Other Business

8.1 Chair Report

Dan informed the committee that he, Sheri, and Joyce have been reviewing and updating the FADS and that their review will be complete soon.

8.2 Councillor's Report

Nothing to report.

8.3 Staff Report

Robyn informed the committee that the City Clerk will attend the September meeting to discuss the Committee elections in the fall.

Next Meeting:

Monday, September 26th, 2022 1:00pm-3:00pm Zoom

Close of Meeting

Moved by: Rob Rappolt

Seconded by: Scott Lindsay

THAT the Cambridge Accessibility Advisory Committee meeting of June 27, 2022 be adjourned at 2:17 pm.

CARRIED

If you require any accommodations to participate in this meeting, please let Robyn know at hylandr@cambridge.ca or 519 740-4680 ext 4292.

Close of Meeting

Chair	Council Committee Services Coordinator
Dan Lajoie	Mallory Greenough

MINUTES

Corporation of the City of Cambridge
Cambridge Accessibility Advisory Committee

November 28, 2022

Committee Members in Attendance: Erin Moerman, Nathan M. Packiya, Simon Marmur, Rob Rappolt, John Dunham, Barb Schutz, Joyce Barlow, Sheri-Lyn Roberts

Members Regrets: Dan Lajoie, Jaime Griffis, Scott Lindsay, Councillor Adshade, Councillor Devine

Staff Members in Attendance: Michael Oliveri, Council Committee Services Coordinator; Robyn Hyland, Accessibility Coordinator; Slobodanka Lekic, Manager of Building, Design and Construction

Meeting Called to Order

The meeting of the Accessibility Advisory Committee of the Corporation of the City of Cambridge was held in virtually via zoom. Joyce Barlow was Acting Chair and welcomed everyone present and called the meeting to order at 1:01 p.m. and the meeting adjourned at 2:31 p.m.

Disclosures of Pecuniary Interest

There are no declarations of pecuniary interest.

Minutes of Previous Meetings

Moved by: John Dunham

Seconded by: Erin Moerman

THAT the minutes from the Accessibility Advisory Committee meeting held on June 27th, 2022 be approved.

Carried

Agenda Items

6.1. Langs Drive Redevelopment Project: Region of Waterloo – Brad Pick, Senior Project Manager, Region of Waterloo, Tristan Wilkin, Region of Waterloo, David

Hastings, IBI Group, Thiska Meereboer, IBI Group, Ying Le, IBI Group, Danielle Kotewicz, IBI Group

Joyce welcomed Brad Pick from the Region of Waterloo and his team of design consultants. The group gave a presentation on the proposed development. The Committee asked questions of the team regarding building features.

6.2. 101 Franklin: Buckingham Arena – Richard Dabrus, WGD Architects Inc., John Cook, WGD Architects Inc and Sandra Rekker, WGD Architects Inc

Joyce welcomed Richard and John to the meeting. Richard gave a presentation updating the committee on the progress of the project. The committee asked questions of the presenters regarding building features.

6.3. Dickson Stadium – Slobodanka Lekic, Manager of Building, Design and Construction

Joyce welcomed Slobodanka to the meeting. Slobodanka provided a verbal presentation on the Dickson Stadium structural repair project. The Committee asked questions regarding if it was possible to make accessible additions to the stadium.

6.4. Saginaw Stage1 Trail System – Stephan Crispin, Senior Landscape Architect, Beacon Environmental

This item did not come forward.

6.5. Multi-Year Accessibility Plan – Robyn Hyland, Accessibility Coordinator

Robyn provided an update on the Multi-Year Accessibility Plan. Staff is looking for final feedback before the new year.

7. Capital Project Sub-Committee Update

No update.

Other Business

None.

8.1 Chair Report

Joyce gave the floor to Sheri who provided some words summarizing the Committee's term.

8.2 Councillor's Report

Nothing to report.

8.3 Staff Report

Robyn provided an update on FADS, the City's Accessibility Policy and the Multi-Year Accessibility Plan.

Next Meeting:

Monday, February 27th 2023 1:00pm-3:00pm Zoom

Close of Meeting

Moved by: Robert Rappolt

Seconded by: Simon Marmur

> THAT the Cambridge Accessibility Advisory Committee meeting of November 28, 2022 be adjourned at 2:31 pm.

CARRIED

If you require any accommodations to participate in this meeting, please let Robyn know at hylandr@cambridge.ca or 519 740-4680 ext 4292.

Close of Meeting

Chair	Council Committee Services Coordinator
Dan Lajoie	Michael Oliveri

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-121-CD – 155 Equestrian Way – Lifting of Reserve**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Rachel Greene, Senior Planner
Report No.:	22-121-CD
File No.:	30T-12104
Wards Affected:	Ward 1

RECOMMENDATION(S):

THAT Report 22-121-CD – 155 Equestrian Way – Lifting of Reserves be received;

AND THAT; the By-law included as Appendix A to Report 22-121-CD be passed.

EXECUTIVE SUMMARY:

Purpose:

- To lift, through the passing of a by-law, a 0.3 m (1.0 ft) reserve block across the frontage of future development block 3, draft plan of subdivision 30T-12104.

Key Findings:

- Block 3, draft plan of Subdivision file 30T-12104 is under site plan review for a mixed-use development with 188 townhouse units and 338 square metres of commercial floor area.
- A 0.3 m reserve was acquired by the City at the time of subdivision registration which prevents vehicular access and servicing to this development block.
- As the site plan approval process is nearing completion, the 0.3 m reserve can be lifted, thereby allowing this property to be serviced and developed.

Financial Implications:

- There are no financial implications.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Not Applicable

Program: Land Use Planning

Core Service: Transportation Planning

Lifting the 0.3 m (1.0 ft) reserve will allow for the 188-unit mixed use townhouse development to proceed.

BACKGROUND:

A 0.3m reserve is a strip of land 0.3 m (1.0 ft) wide that runs across the frontage of a property. 0.3 m (1.0 ft) reserves are acquired temporarily by a municipality as a condition of subdivision approval, and has the effect of preventing access to a development block until certain conditions are met. In this case the 0.3 m (1.0 ft) reserve was acquired to prevent access and servicing of the development block until it had received site plan approval. Site plan approval process is nearing completion, hence lifting the reserve block will permit the development of the property.

ANALYSIS:

Equestrian Way has now been fully constructed. The applicant is now in the process of registering Block 3 of subdivision 30T-12104 (Appendix B) and obtaining site plan approval (File SP69/21). Lifting the reserve is required prior to the applicant proceeding with the development of the site. As such, it is now appropriate to lift the reserve block and dedicate it as part of Equestrian Way to facilitate the development of the block.

EXISTING POLICY / BY-LAW(S):

LEGISLATION: Section 31(2) of the Municipal Act states that land may only become a highway by virtue of a by-law establishing the highway**.**

FINANCIAL IMPACT:

There is no financial impact.

PUBLIC VALUE:

Does not apply.

ADVISORY COMMITTEE INPUT:

Not applicable.

PUBLIC INPUT:

Posted publicly as part of the report process.

INTERNAL / EXTERNAL CONSULTATION:

This report and by-law has been prepared in consultation with Legal Services and Engineering staff.

CONCLUSION:

This report recommends approval of a by-law that will lift a 0.3 m (1.0 ft) reserve across the frontage of future development block 3, draft plan of subdivision 30T-12104 and dedicate the reserve as a public highway. This will permit the servicing and development of a 188-unit mixed-use townhouse development.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

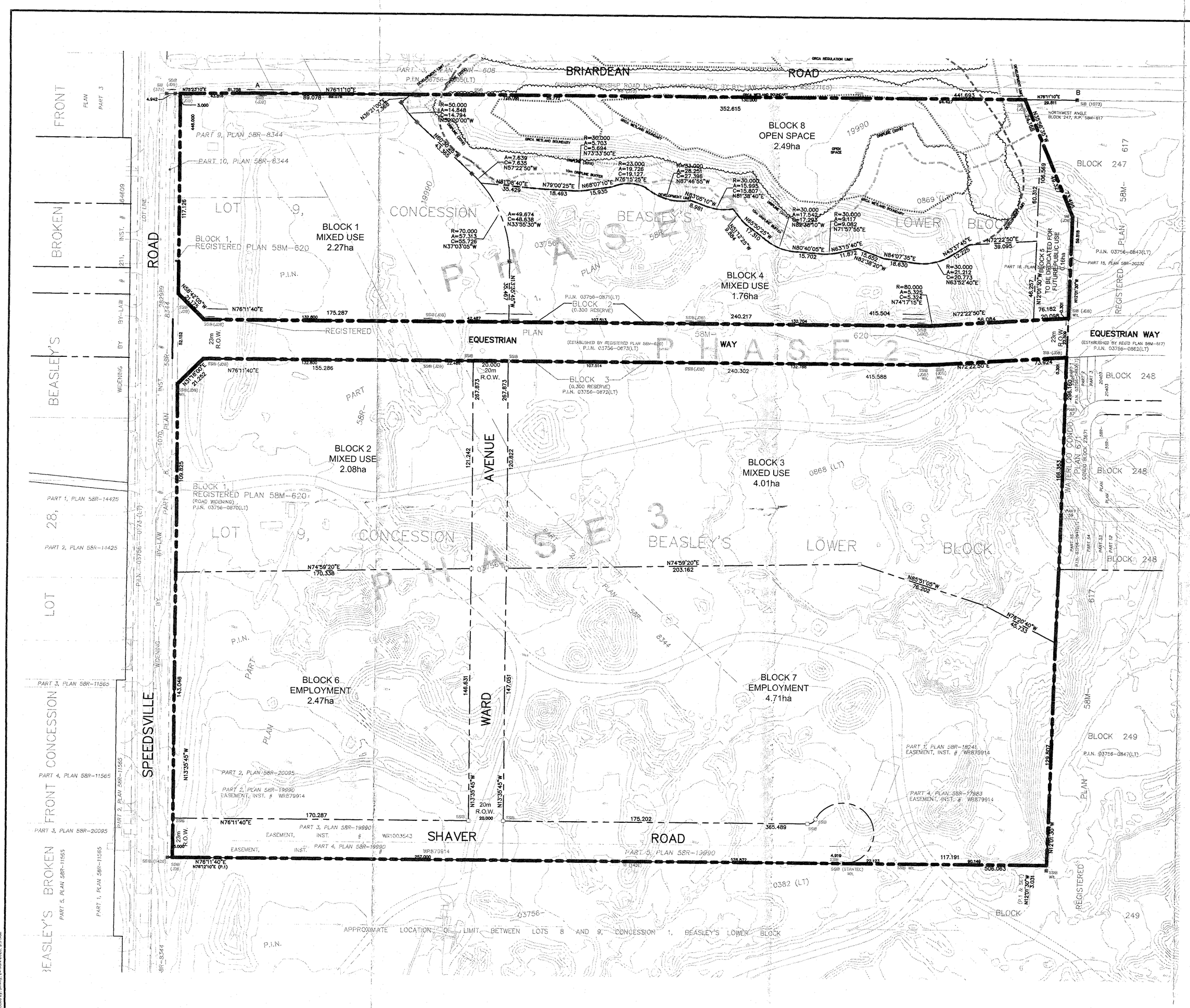
City Manager

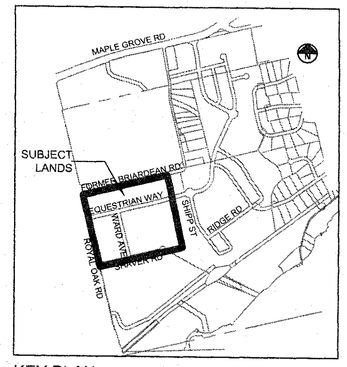
ATTACHMENTS:

1. 22-121-CD Appendix A – Draft By-law

2. 22-121-CD Appendix B – Draft Plan of Subdivision

30T-12104





LEGAL DESCRIPTION

PART OF LOT 9, CONCESSION 1
BEASLEY'S LOWER BLOCK
FORMERLY IN THE TOWNSHIP OF WATERLOO,
NOW IN THE
CITY OF CAMBRIDGE
IN THE
REGIONAL MUNICIPALITY OF WATERLOO

LEGEND

- DRAFT PLAN BOUNDARY
- LOT/BLOCK LINE
- EXISTING PROPERTY LINE
- DRIPLINE (2019)
- DRIPLINE 10m SETBACK
- GRCA WETLAND LIMIT
- WETLAND 30m SETBACK

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

JUNE 24, 2020 — DATE
ROD LORD, O.L.S.
MacDONALD TAMBLYN LORD SURVEYING

OWNER'S CERTIFICATE

I HEREBY AUTHORIZE T. JOHNS CONSULTING GROUP LTD. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE CITY OF CAMBRIDGE FOR APPROVAL.

JUNE 24, 2020 — DATE
BRANDON CAMPBELL
RIVER MILL DEVELOPMENT CORPORATION

NOTE

PLAN OF SUBDIVISION 30T-12104 TO BE DEVELOPED IN CONJUNCTION WITH PLAN OF SUBDIVISION 30T-12103 WITH REGARD TO PHASING AND SERVICING.

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

PLANNING ACT

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT. OF ONTARIO RS0 1990

a SEE PLAN
b) SEE PLAN
c) SEE PLAN AND KEY PLAN
d) SEE PLAN AND LAND USE SCHEDULE
e) SEE PLAN
f) SEE PLAN
g) SEE PLAN
h) MUNICIPAL WATER SUPPLY
i) CLAY LOAM
j) SEE PLAN
k) MUNICIPAL SERVICES WILL BE AVAILABLE
l) SEE PLAN

LAND USE SCHEDULE

DESCRIPTION	BLOCK	AREA (ha)
MIXED USE (APPROXIMATELY 300-771 UNITS)	1-4	10.12
BLOCK TO BE DEDICATED FOR FUTURE PUBLIC USE	5	0.16
EMPLOYMENT	6,7	7.18
OPEN SPACE	8	2.49
ROADS		1.49
TOTAL (APPROXIMATELY 300-771 UNITS)		**21.44**

Subject to the conditions set forth in our letter dated May 6, 2021, this draft approved plan is modified under Section 51(44) of The Planning Act, R.S.O. 1990, c.P.13, as amended, this 6th day of May, 2021

(Delegate)
COMMISSIONER OF PLANNING, DEVELOPMENT AND LEGISLATIVE SERVICES (1/07/20)

REVISIONS			
E	FINAL VERSION	24-JUN-2020	JW
D	REDLINE VERSION	24-JUN-2020	JW
C	FINAL VERSION	02-JUN-2020	JW
B	REDLINE VERSION	02-JUN-2020	JW
A	APPROVAL		
REV.	DESCRIPTION	DATE	INT.

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T. JOHNS CONSULTING GROUP
URBAN PLANNING | DESIGN | PROJECT MANAGEMENT
310 LIMERIDGE ROAD WEST, SUITE 6
HAMILTON ONTARIO, L9C 2V2
P 905-574-1993
F 905-527-9659

PROJECT TITLE

RIVER MILL
PHASE 3 (ARRISCRAFT)

CAMBRIDGE, ONTARIO

DRAWING TITLE

DRAFT PLAN OF SUBDIVISION
30T-12104

DRAWN BY	DESIGNED BY
JW	JW
PRINT DATE	PROJECT NUMBER
24-JUN-2020	0711
REVISION	DRAWING NUMBER
E	DP1-1
SCALE	
1:1000	

Plotted by: Jimmy 24-JUN-2020 9:51AM

File Location: D:\Dropbox (T. Johns Consulting)\TJCG SERVER\Projects\0711 - River Mill Phase 3a Registration, Cambridge\Drawings\Planning\River Mill 3a Draft Plan.dwg

BY-LAW 22-XXX

of the

CITY OF CAMBRIDGE

Being a by-law of the Corporation of the City of Cambridge to dedicate certain lands as public highway (Equestrian Way)

WHEREAS pursuant to Section 31 of the *Municipal Act* S.O. 2001, c.25, the City of Cambridge may enact by-laws to dedicate public highways;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT 0.300 Reserve Block 3, Registered Plan 58M-620, designated as Part 1 on 58R-21532, [Part of PIN 03756-0873(LT)], City of Cambridge, Regional Municipality of Waterloo be dedicated as Public Highway and be named Equestrian Way.

2. THAT it is Acknowledged and Directed that the office of the City Solicitor, or his/her designate, be authorized to register applicable documents in connection with this transaction, where registration is deemed appropriate.

3. THAT this By-law shall come into full force on the day it is passed.

PASSED AND ENACTED this day of December, 2022.

_____

MAYOR

_____

CLERK

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-110-CD – Request to Designate 119 Blair Road Under Part IV of the Ontario Heritage Act for its Cultural Heritage Significance**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Laura Waldie, Senior Planner-Heritage
Report No.:	22-110-CD
File No.:	R01.01.145
Wards Affected:	Ward 5

RECOMMENDATION(S):

THAT Report 22-110-CD **–** Request to Designate 119 Blair Road Under Part IV of the Ontario Heritage Act for its Cultural Heritage Significance - be received;

AND THAT Council authorizes the Clerk to publish a Notice of Intention to Designate for the property municipally known as 119 Blair Road in accordance with Part IV of the Ontario Heritage Act because of its cultural heritage value.

EXECUTIVE SUMMARY:

Purpose

In June 2022, the property owner requested designation of their property.

Key Findings

- The property has physical/design, historical/associative and contextual value under Ontario Regulation 9/06 of the Ontario Heritage Act.
- The property was constructed in1936 and is both a representative and rare example of a Georgian Revival style dwelling.
- The dwelling is known for its associations with the Gore Mutual building on Dundas Street.

Financial Implications

The City provides:

a) installation of a heritage landmark plaque if the owner desires one, at a cost of approximately $500; and
b) pays the fee to register the designation bylaw on title to the property at a cost of approximately $80.

STRATEGIC ALIGNMENT:

☒ Strategic Action; or
☐ Core Service

Objective(s): PLACEMAKING - Promote and create a wide range of destinations and activities that capitalize on the beauty of the rivers and heritage buildings

Strategic Action: Enhance opportunities to enjoy built and natural heritage

BACKGROUND:

The house was constructed in 1936 for William Andrew Osbourne, who was the president of Babcock and Wilcox. Osbourne was a certified engineer who was inducted into the University of Toronto's Engineering Alumni's list of distinguished engineers in 1985.



Front façade of 119 Blair Road. Courtesy: nancyrobertsonhomes.com

According to the University of Toronto's Engineering Alumni and Friends webpage: "William Andrew Osbourne spent a large portion of his life to the prevention of on-the-job accidents. He served as President of the Industrial Accident Prevention Association (Grand Valley Division). Over the course of his career he served as President and General Manager of Babcock & Wilcox, and as an instructor at the #4 School of Aeronautics. Additionally, Osbourne served the community as President of the Galt Board of Education, and President of the University of Toronto Alumni Association in 1949. He was also the University Governor on the Board of the Toronto General Hospital."

The house built for Osbourne is believed to be based on the design of the Gore Mutual Insurance building on Dundas Street, which was being constructed at about the same time. The house at 119 Blair Road is a beautiful example of the Georgian Revival style with its symmetrical front bay design and double ended chimneys. Shortly after purchasing the property, the current property owners reached out to the Ward Councillor about how they could designate their home.

ANALYSIS:

Heritage Planning staff has conducted research on the subject property to outline the reasons for designation. Staff believes the property warrants designation based on the following five of nine criteria as contained in Ontario Regulation 9/06 of the Ontario Heritage Act:



Rear façade of 119 Blair Road. Courtesy: nancyrobertsonhomes.com

1) The property has design value or physical value because it,
   i) is a rare, unique, representative or early example of a style, type, expression, material or construction method, and,
   ii) Displays a high degree of craftsmanship or artistic merit.

2) The property has historical/associative value because it:

   i) Has direct associations with a theme, event, belief, person, activity, organization or institution that is significant to a community

3) The property has contextual value because it:
   i) Is important in defining, maintaining or supporting the character of an area; and,
   ii) Is physically, functionally, visually or historically linked to its surroundings.

The subject property was also found to satisfy three of the City's criteria for determining cultural heritage value or interest under Section 4.4 (1) of the City of Cambridge's Official Plan.

Key exterior attributes that embody the heritage value of 119 Blair Road as a rare and representative example of the Georgian Revival style in the City of Cambridge include:

- Low pitched hipped roof;
- Five bay Georgian Revival design;
- Granite and limestone construction and stone foundation;
- Front door and portico design;
- Original shutters and brackets;
- Original double hung sash windows in 6 over 6 design on second floor and 6 over 9 on the ground floor;
- Two bay windows and one octagon window on the rear façade;
- Granite and limestone chimneys.

For the reasons mentioned in this report, heritage planning staff recommends that Council authorize the Clerk to publish a Notice of Intention to Designate the property.

EXISTING POLICY / BY-LAW(S):

Ontario Heritage Act

Section 29. (1) of the Ontario Heritage Act provides municipalities in Ontario the ability to designate individual properties shown to have cultural heritage value to a community.

Cambridge Official Plan

Section 4.6.1 of the Cambridge Official Plan (OP) also states that the City will pass by-laws to designate properties of cultural heritage value.

FINANCIAL IMPACT:

There is no cost to the property owner associated with designating a property in Cambridge. The City does provide and pay for the installation of a heritage landmark plaque if the owner desires one, at a cost of approximately $500. The City also pays the fee to register the designation bylaw on title to the property. The fee is approximately $80. The property owner will also be able to apply for a Designated Heritage Property Grant to help with the costs of maintaining the heritage attributes of the property.

PUBLIC VALUE:

Sustainability:

Designating properties will help ensure that structures are retained and adaptively reused well into the future.

Leadership:

Not applicable

Collaboration:

Not Applicable

Transparency:

This report has been shared with the public through the applicable Council meeting agenda process.

Engagement:

Not applicable.

ADVISORY COMMITTEE INPUT:

Advisory Committees Consulted:

The Municipal Heritage Advisory Committee reviewed the request to designate the property at their meeting on July 21, 2022 and recommended that Council approve the request.

PUBLIC INPUT:

Posted publicly as part of the report process. Meetings of the Municipal Heritage Advisory Committee are open to the public.

INTERNAL / EXTERNAL CONSULTATION:

The Senior Planner-Heritage liaised with the property owner regarding the proposed designation of the property.

CONCLUSION:

Based on the information above, Heritage Planning staff recommends that Council designate the property at 119 Blair Road because it holds sufficient cultural heritage value to warrant designation under Part IV of the Ontario Heritage Act.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

N/A

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	22-109-CD-Request to Alter a Part IV Designated Property – 71 Cowan Boulevard – Duncan Ferguson Homestead
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Chelsey Tyers, Cultural Heritage Specialist, WSP and Laura Waldie, Senior Planner-Heritage
Report No.:	22-109-CD
File No.:	R01.02.108
Wards Affected:	Ward 8

RECOMMENDATION(S):

THAT Report 22-109-CD-Request to Alter a Part IV Designated Property – 71 Cowan Boulevard – Duncan Ferguson Homestead be received;

AND THAT Council approve the request to alter the property by replacing the cedar shingle roof with an asphalt shingle roof as outlined in Report 22-109-CD.

EXECUTIVE SUMMARY:

Purpose

The City is seeking to replace the Duncan Ferguson Homestead's cedar shingle roof with an asphalt shingle roof. The property is designated under Part IV of the Ontario Heritage Act and alterations require Council consent.

Key Findings

- The Duncan Ferguson Homestead was designated under Part IV of the Ontario Heritage Act in 1983 and is owned by the City of Cambridge.
- The designation by-law (Bylaw No. 18-83) does not identify the cedar shingle roofing material in the reasons for designation.
- Council approval is required for alteration of properties designated under Part IV or Part V of the Ontario Heritage Act.
- The proposed asphalt shingles will protect the roof and structure from environmental damage.

Financial Implications

There is anticipated to be sufficient funding for replacing the Homestead roof with an asphalt roof within project A/01232-40 Roof – Ferguson Homestead and Cottage, whereas a cedar shingle roof would require an additional $133,000 of funding, representing an 80% increase to the overall project.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLACEMAKING - Promote and create a wide range of destinations and activities that capitalize on the beauty of the rivers and heritage buildings

Strategic Action: Not Applicable

Program: Land Use Planning

Core Service: Heritage Conservation

BACKGROUND:

The property located at 71 Cowan Boulevard, known as the Duncan Ferguson Homestead Park, includes the Duncan Ferguson Homestead which consists of a fine example of a one-and-a-half storey granite Ontario vernacular dwelling with Georgian influences (Figure 1). Constructed of granite, the Duncan Ferguson Homestead is a simple rectangular structure with a kitchen wing and may have been built by stonemason William Ranking.

The Duncan Ferguson Homestead is associated with pioneer settler Duncan Ferguson who commissioned construction of the dwelling in the 1850s. Ferguson was active in the community, serving as the first Deputy Reeve of North Dumfries Township in 1851, the Reeve in 1854 and 1855, as well as on the Waterloo County Council.

The subject property is designated under Part IV of the Ontario Heritage Act by Bylaw No. 18-83 (**Appendix A**).



Figure 1: 71 Cowan Boulevard, Cambridge (Duncan Ferguson Homestead)

ANALYSIS:

Replacement of the Roofing Material

The current cedar shingle roof has reached the end of its service life (Figures 2-3). Cedar shingles have regularly been coming off in storms and there has been some roof leakage. Following repairs to the roof in 2021, the roofing contractor reported that the cedar shingle roof had reached the point where it needs to be fully replaced.

The City is seeking to replace the cedar shingle roof with asphalt shingles (**Appendix B**) due to the significant cost of cedar shingles ($192,000) compared to asphalt shingles ($59,000). It is unknown if the Duncan Ferguson Homestead's roof was originally clad in cedar shingles, but this would have been a historically appropriate material. While the cedar shingles are historically appropriate for the homestead, they are not specifically identified in the reasons for designation in Bylaw No. 18-83. The only reference to the roof in the designation by-law is to the importance of the roof shape and brick chimneys.



Figure 2: View of the cedar shingles on the Duncan Ferguson Homestead.



Figure 3: View of the cedar shingles on the Duncan Ferguson Homestead.

While replacement with cedar shingles would be preferred for historical accuracy, the asphalt shingles will provide for protection of the roof and therefore the stone structure from the environmental elements. Asphalt shingle roofs typically last from 15-20 years and therefore, the roof could be replaced in the future with cedar shingles as budget

allows. For comparison, cedar shingles last on average as long as asphalt. The reason for this is because the industry is no longer seeing as much old growth cedar wood on the market. Old growth cedar had tighter growth rings. Tighter growth rings meant the wood was stronger and more resistant to moisture infiltration. Old growth cedar is available, but the costs are much higher than second growth cedar. Therefore, weighing in cost and longevity on a product, asphalt is the more cost effective roofing method.

EXISTING POLICY / BY-LAW(S):

Ontario Heritage Act

Section 33 of the Ontario Heritage Act identifies the process for altering a Part IV designated property. It states:

33 (1) No owner of property designated under section 29 shall alter the property or permit the alteration of the property if the alteration is likely to affect the property's heritage attributes, as set out in the description of the property's heritage attributes in the by-law that was required to be registered under clause 29 (12) (b) or subsection 29 (19), as the case may be, unless the owner applies to the council of the municipality in which the property is situate and receives consent in writing to the alteration.

City of Cambridge Official Plan (2018)

Section 4.6 of the City of Cambridge Official Plan states that:

The City will regulate as fully as possible the demolition, removal or inappropriate alteration of buildings of cultural heritage value or interest included in the Register of Cultural Heritage Resources referred to in Section 4.3.

Duncan Ferguson Homestead Designation Bylaw (Bylaw No. 18-83)

Bylaw No. 18-83 **Appendix A** contains the reasons for designation that outline the physical features of the property that display the cultural heritage value or interest of the property and therefore require Council approval for alteration.

FINANCIAL IMPACT:

There is anticipated to be sufficient funding for replacing the Homestead roof with an asphalt roof within project A/01232-40 Roof – Ferguson Homestead and Cottage, whereas a cedar shingle roof would require an additional $133,000 of funding, representing an 80% increase to the overall project.

PUBLIC VALUE:

Transparency:

Report 22-109-CD is available on the City of Cambridge Council and Committee Calendars website found here:

https://calendar.cambridge.ca/Council

ADVISORY COMMITTEE INPUT:

The Municipal Heritage Advisory Committee reviewed the request to alter the Duncan Ferguson Homestead at their meeting on July 21, 2022 and recommended that Council approve the request.

PUBLIC INPUT:

Posted publicly as part of the report process. Meetings of the Municipal Heritage Advisory Committee are open to the public via the City's YouTube channel.

INTERNAL / EXTERNAL CONSULTATION:

The Senior Planner-Heritage liaised with City staff responsible for management of the Duncan Ferguson Homestead.

CONCLUSION:

Given that the cedar shingles are not identified in the Duncan Ferguson Homestead's reasons for designation, the proposed change to asphalt shingles will not negatively affect the heritage attributes as they are currently identified. Notwithstanding this, Council could, as the roof needs replacement in future, decide to use cedar shingles once again. For the reasons outlined above, it is recommended that Council approve the replacement of the cedar shingles with asphalt shingles.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-109-CD Appendix A – Duncan Ferguson Homestead Designation By-law (Bylaw No. 18-83)

2. 22-109-CD Appendix B – Asphalt Shingles Brochure

31.02.21

BY-LAW NO. 18-83

OF THE

CORPORATION OF THE CITY OF CAMBRIDGE

Being a by-law to designate the exterior of the Duncan Ferguson Homestead, Cowan Boulevard, as a property of historical and architectural significance.

WHEREAS the Ontario Heritage Act, R.S.O 1980, c 337 authorizes the Council of a municipality to enact by-laws to designate real property including all buildings and structures thereon, to be of historic or architectural value or interest; and

WHEREAS Notices of Intention to so designate the Duncan Ferguson Homestead, Cowan Boulevard, Cambridge, Ontario, have been duly published and served; and

WHEREAS it is considered desirable to designate the property known as the Duncan Ferguson Homestead, Cowan Boulevard;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF CAMBRIDGE ENACTS AS FOLLOWS:

1. THAT there is designated as being of historical and architectural significance the exterior of the original structure located on the real property, more particularly described in Schedule "A" attached hereto, known as the Duncan Ferguson Homestead, Cowan Boulevard, Cambridge, Ontario. The reasons for designation are set out in Schedule "B" attached hereto.

2. THAT the City of Cambridge is hereby authorized to cause a copy of this by-law to be served upon the owner of the said property and upon the Ontario Heritage Foundation and to cause notice of this by-law to be published in a newspaper having general circulation in the City of Cambridge.

ENACTED AND PASSED THIS 8TH DAY OF FEBRUARY, A.D., 1983.

B. Mathews
MAYOR

CLERK

SCHEDULE "A" TO BY-LAW NO. 18-83

OF THE

CORPORATION OF THE CITY OF CAMBRIDGE

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Cambridge, in the Regional Municipality of Waterloo and Province of Ontario, (formerly in the Township of North Dumfries) and being composed of Block 134, Registered Plan 1414, known municipally as the Duncan Ferguson Homestead, Cambridge, Ontario.

SCHEDULE "B" TO BY-LAW NO. 18-83

OF THE

CORPORATION OF THE CITY OF CAMBRIDGE

The Ferguson Homestead is designated for historical and architectural reasons.

This plain rectangular house with kitchen wing to one end was probably built in the 1850's by stonemason William Rankin or Mr. Webster for Duncan Ferguson. The house is a fine example of Ontario rural architecture with centre door and side-lights, and originally with a double-hung sash window with lugsill on either side. The walls of granite are laid in broken course and have slightly raised mortar joints. Also noted is the characteristic roof shape and three stone chimneys. Dormer windows and porch are later additions.

Pioneer settler, Duncan Ferguson, was the first Deputy Reeve of North Dumfries Township and later its Reeve. He served on the Waterloo County Council and was involved in the founding of Mill Creek School of which School Section he served as Secretary-Treasurer.

DATED: FEBRUARY 8TH, A.D. 1983

BY-LAW NO. 18-83

OF THE

CORPORATION OF THE CITY OF CAMBRIDGE

Being a by-law to designate the exterior of the Duncan Ferguson Homestead, Cowan Boulevard, as a property of historical and architectural significance.

1ST READING: FEB 8 1983

2ND READING: FEB 8 1983

3RD READING: FEB 8 1983

J. Anderson
City Clerk

GAF Timberline® High Definition Shingles Brochure

(RESTL100HD)

Updated: 7/16



Quality You Can Trust…From
North America's Largest Roofing Manufacturer!™

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Quality You Can Trust…From North America's Largest Roofing Manufacturer!™

TIMBERLINE®

LIFETIME HIGH DEFINITION® SHINGLES

AMERICA'S #1-SELLING ROOF

gaf.com

Made to protect
your home. Your story.
And those of over **50 million**
of your fellow Americans!



Shown: Timberline Ultra HD®
in Weathered Wood

Install Peace Of Mind

Whether you install the ultra-dimensional Timberline Ultra HD® Shingles or the ever-popular Timberline HD® Shingles, you'll be getting all the benefits that only a genuine Timberline® roof can provide!



Weathered Wood

Install To **Protect.**

When you install GAF Timberline® High Definition® Shingles with **Advanced Protection®** Shingle Technology, you're getting the very best combination of weight and performance that modern manufacturing technology can deliver. In fact, you won't find a shingle that surpasses Timberline® on:

- ✔ Toughness
- ✔ Wind uplift resistance
- ✔ Flexibility
- ✔ Fire resistance

That's why every Timberline® High Definition® Shingle comes with GAF's transferable Lifetime ltd. warranty*—for your peace of mind!—plus the backing of the Good Housekeeping Seal.**

*See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence [or the second owner(s) in certain circumstances] owns the property where the shingles are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable.

**Timberline® High Definition® Shingles have earned the prestigious Good Housekeeping Seal, which means that Good Housekeeping stands behind these products. (Refer to Good Housekeeping Magazine for its consumer protection policy. Applicable in U.S. only.)

Install To **Invest.**

Your roof can represent up to 40% of your home's "curb appeal." Timberline® High Definition® Shingles not only protect your most valuable asset but also beautify your home for years to come—and add to its resale value.

Recently, an independent research firm surveyed U.S. homeowners about the brand of architectural shingles they preferred based on appearance. The result: **more homeowners preferred the look of Timberline® High Definition® Shingles** to the other leading brands.[1]

In fact, according to a recent survey conducted by the National Association of REALTORS®, you can increase the value of your home by an average of 5% with a new Timberline® roof![2]

So why settle for anything less than a genuine Timberline® roof?

[1]Based on a 2014 survey of U.S. homeowners commissioned by GAF comparing the appearance of two popular Timberline® High Definition® Shingle colors to the comparable colors of other leading brands.

[2]2013 National Association of REALTORS® survey commissioned by GAF of REALTOR® Appraisers and Non-Appraisers in the U.S.; response based on REALTOR® Appraisers that have had professional experience buying or selling a home with Timberline® Shingles in the three years preceding the survey and felt they could provide an estimated value increase for a home with a Timberline® roof as compared to a home with a basic three-tab shingle roof.

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Install To **Impress.**

Timberline® High Definition® Shingles are unlike any others, thanks to our proprietary shadow bands. Each shadow band is applied using a sophisticated, computer-controlled "feathering" technique. When combined with our randomly blended top layer, it results in a shingle with exceptional depth and dimension—**and a striking look unmatched by any other brand.**

But don't just take our word for it. See for yourself. When you compare Timberline® High Definition® Shingles to typical architectural shingles, it's easy to see why they'll look sharper and more beautiful on your roof—while enhancing the resale value of your home.

Whatever you're looking for, there's a Timberline® Shingle to fit your taste and your budget.

Here's What Female Homeowners Have To Say...

GAF recently received the Women's Choice Award for being the brand that is a "gold standard when it comes to meeting **high standards of quality and service**," as rated by female homeowners in the U.S.

See the difference...





The color blends on Timberline® High Definition® Shingles are sharp and well defined—to give your roof maximum dimensionality and depth. Color shown: Hickory

Timberline®—North America's **#1-Selling** Shingles!

Timberline Ultra HD®
Shingles

Shown: Timberline Ultra HD® in Slate

Our thickest, most dimensional Timberline® Shingle.

Timberline Ultra HD® Shingles will cost you just pennies-a-day more than standard architectural shingles. In return, you can enjoy a thicker, ultra-dimensional wood-shake look for your roof.

Extra-thick layers make Timberline Ultra HD® Shingles up to 53% thicker than standard architectural shingles for a natural dimensional beauty that you'll notice and appreciate.*

(Not to mention they can increase the resale value of your home!)

*Comparison refers to Timberline HD® Shingles. Thickness varies by plant; see actual shingles for comparison.

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

TIMBERLINE ULTRA HD®
LIFETIME HIGH DEFINITION SHINGLES

Timberline HD®
Shingles

GAF

Shown: Timberline HD® in Mission Brown (Regional color)

Timberline® HD: North America's #1-selling shingle

More homeowners in North America choose **Timberline HD®** Shingles than any other brand. They offer just the right combination of beauty, performance, and reliability—and are the best value in roofing today.

When you install Timberline HD® Shingles, you'll be installing the brand that professional installers have long preferred for its rugged, dependable performance—thanks to **Advanced Protection® Shingle Technology**. And you'll be getting your own genuine Timberline® roof!

TIMBERLINE HD®
LIFETIME HIGH DEFINITION® SHINGLES

Timberline Ultra HD® and Timberline HD® Shingles Provide These Unique **Benefits**

- Beautiful Look... Features GAF's proprietary color blends and enhanced shadow effect for a genuine wood-shake look.
- Highest Roofing Fire Rating... UL Class A, Listed to ANSI/UL 790.
- High Performance... Designed with Advanced Protection® Shingle Technology, which reduces the use of natural resources while providing excellent protection for your home (visit gaf.com/APS/to learn more).
- Stays In Place... Dura Grip™ Adhesive seals each shingle tightly and reduces the risk of shingle blow-off. Shingles warranted to withstand winds up to 130 mph.[1]
- Peace Of Mind... Lifetime ltd. transferable warranty with Smart Choice® Protection (non-prorated material and installation labor coverage) for the first ten years.[2]
- Perfect Finishing Touch... Use Timbertex® Premium Ridge Cap Shingles or Ridglass® Premium Ridge Cap Shingles.[3]

[1] This wind speed coverage requires special installation; see *GAF Shingle & Accessory Ltd. Warranty* for details.

[2] See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence [or the second owner(s) in certain circumstances] owns the property where the shingles are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable.

[3] These products are not available in all areas. See www.gaf.com/ridgecapavailability for details.

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

SHINGLE & ACCESSORY LTD. WARRANTY Lifetime LTD. WARRANTY TERM

QUALITY TESTED · GOOD · HOUSEKEEPING Since ★ 1909 LIMITED WARRANTY · ghseal.com for details

WEATHERED WOOD

Weathered Wood is truly the perfect neutral color. Straddling the line between warm and cool tones, this shade complements a broad range of hues—especially clay, the current most popular color for home exteriors. Blending beautifully with nature, this color also works well paired with sage, cream, ivory, and all manner of beiges.

"We love our roof! Our area receives quite a bit of wind, rain, and storms in the spring. It is wonderful to no longer be concerned with shingles flying off the house."

—Tracy Christie, Bloomington, IN

GAF®

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

SLATE

Slate is a cool gray with a beautiful green undertone—exactly like real slate. This shade coordinates well with both grays and greens on the cool side as well as with white, cream, and ivory exteriors. A roof done in Slate will add a warm and inviting feel to any home.

"The High Definition® (Timberline®) Shingles really added to the look of the house. Knowing the product is backed by a company like GAF is comforting."

—David Cusumano, Collegeville, PA

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Barkwood

Barkwood is a popular neutral brown color that coordinates well with most other warm colors, such as beige, taupe, cream, gold, and yellow. Its nature-based tone emulates wood, fitting in well with natural surroundings. You'll love the way this color enhances the overall tones of your house.

"I absolutely love the look of my new roof and how it stands out among my neighbors. They have begun to follow my lead and now our little subdivision is being transformed."

—Joann Steers, Arlington, TX



GAF

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Charcoal

Charcoal is the most neutral of all shades, making it versatile enough to use on your roof regardless of your home's style. This cool-toned color works wonderfully with home exteriors that feature blues, grays, or whites; you'll also find it pairs well with yellow, gold, sage, or green.

"I am the toughest customer you will ever find anywhere. Outstanding is an understatement."

—Patrice McDonough, Des Plaines, IL



NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Hickory

Hickory is an inviting brown shade that has the added element of a red undertone, giving it a rich look. It's an excellent companion to both brick and stone homes that have shades of red or terra cotta. You'll also love how this color looks on homes with warm neutrals of brown and beige as well as with yellows and golds.

"It looks GREAT! My wife loves the color, and I love the Lifetime ltd. warranty."

—Kevin McGrath, Dawsonville, GA



NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

SHAKEWOOD

Shakewood is an appealing blend of browns, tans, and gold providing a warm radiant color. It pairs equally well with neutral beige and clay tones for an understated look as well as with deeper jewel tones for a welcome change of pace.

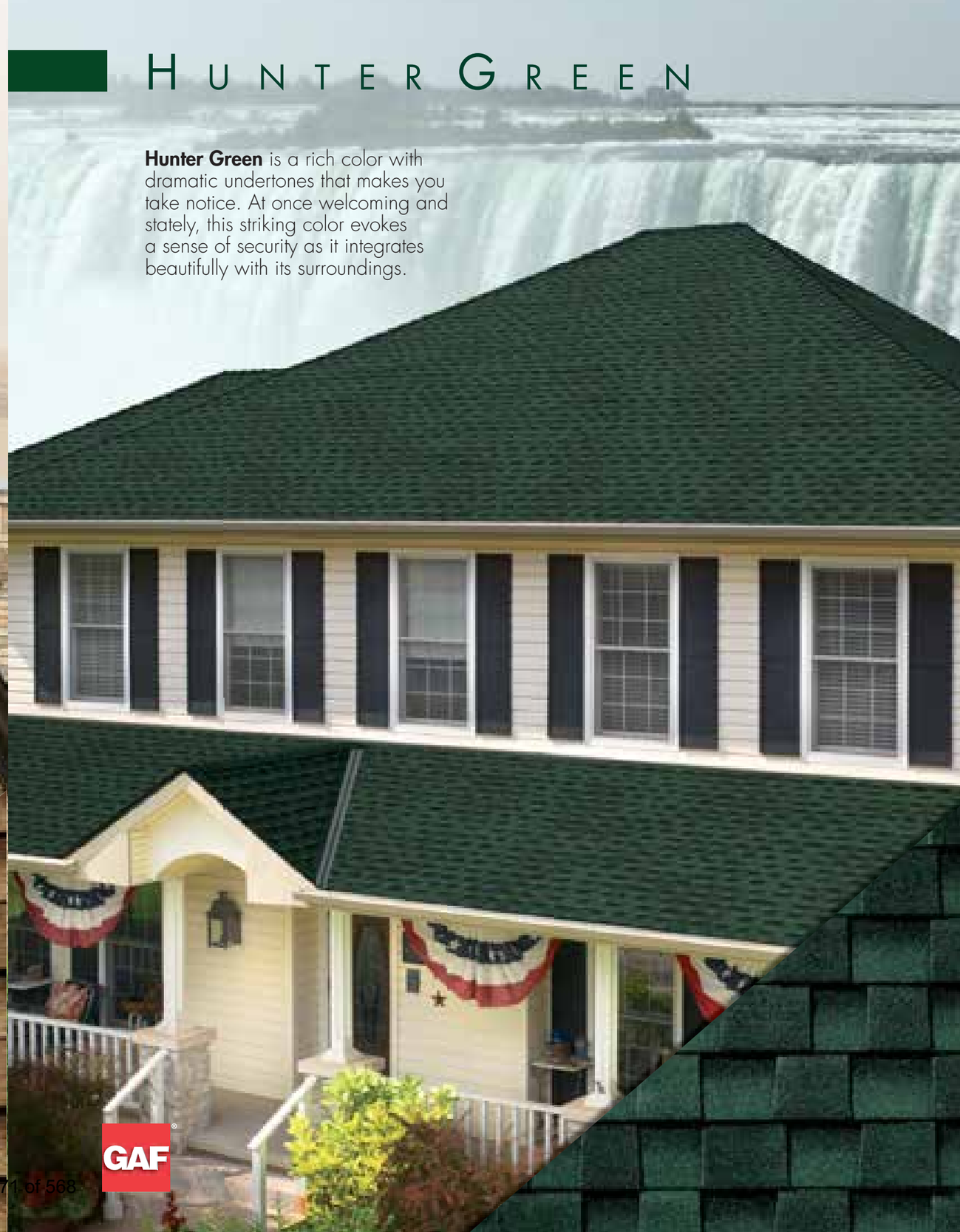


GAF®

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

HUNTER GREEN

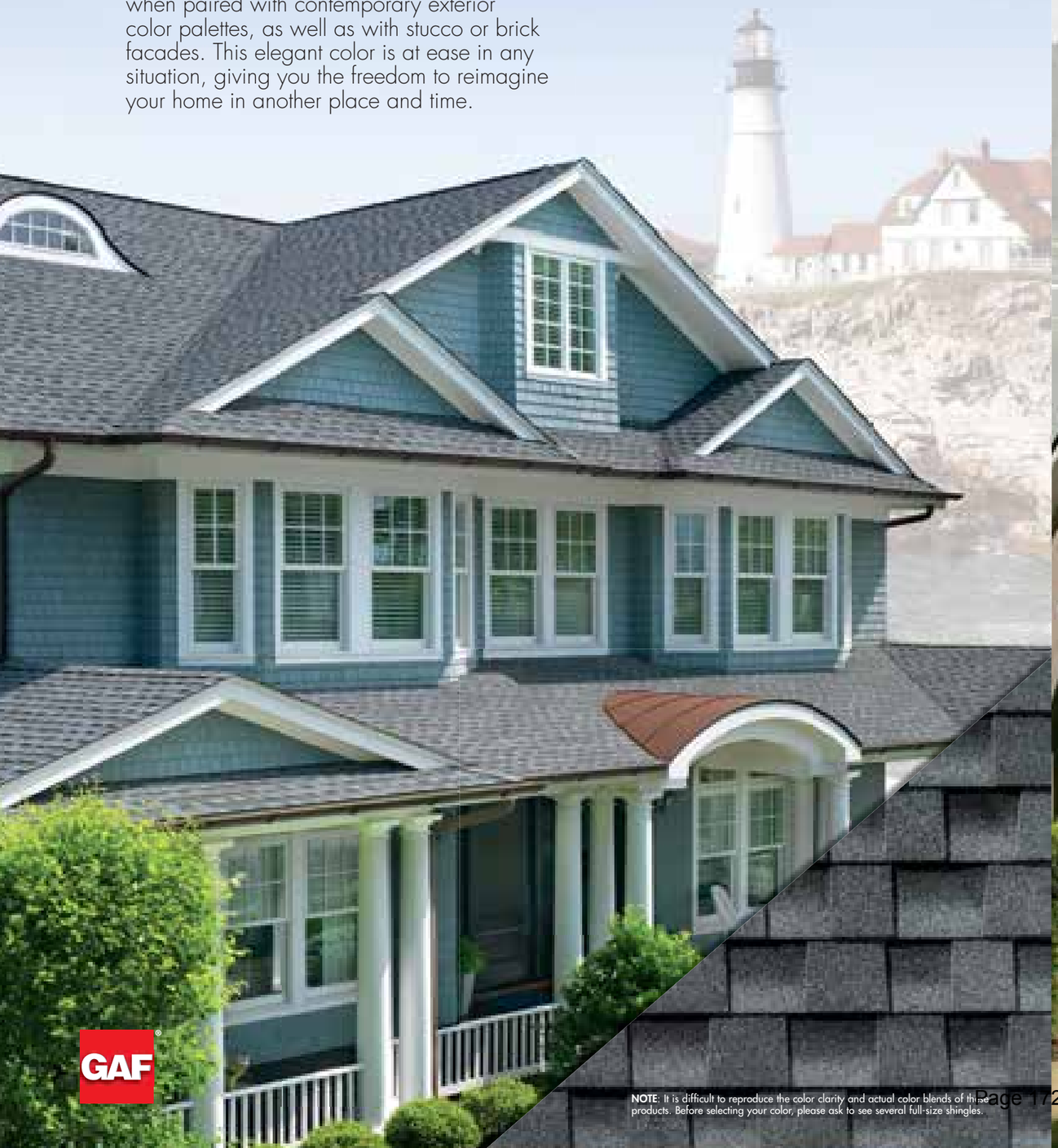
Hunter Green is a rich color with dramatic undertones that makes you take notice. At once welcoming and stately, this striking color evokes a sense of security as it integrates beautifully with its surroundings.



GAF®

Pewter Gray (Regional)

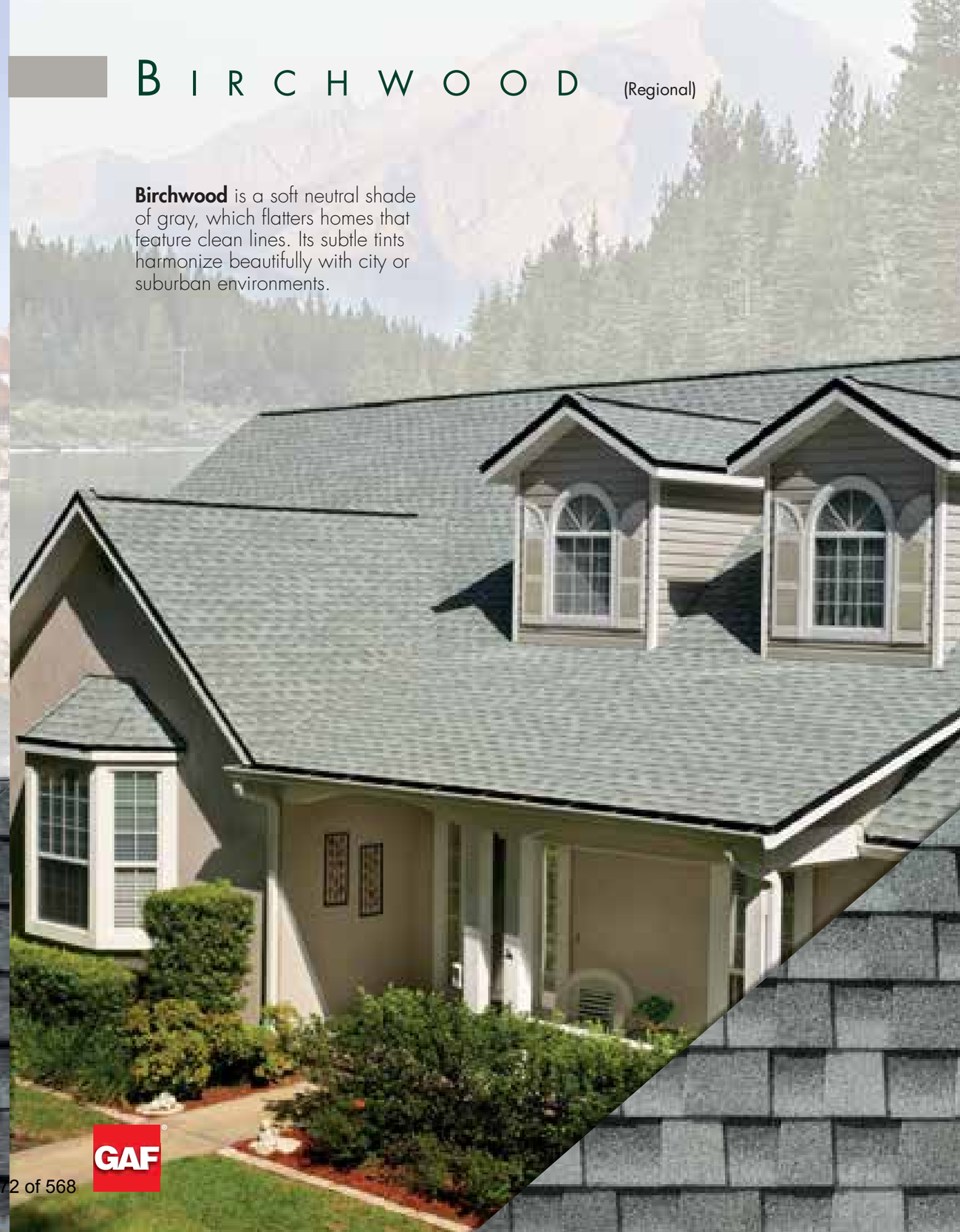
Pewter Gray provides dramatic presence when paired with contemporary exterior color palettes, as well as with stucco or brick facades. This elegant color is at ease in any situation, giving you the freedom to reimagine your home in another place and time.



NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

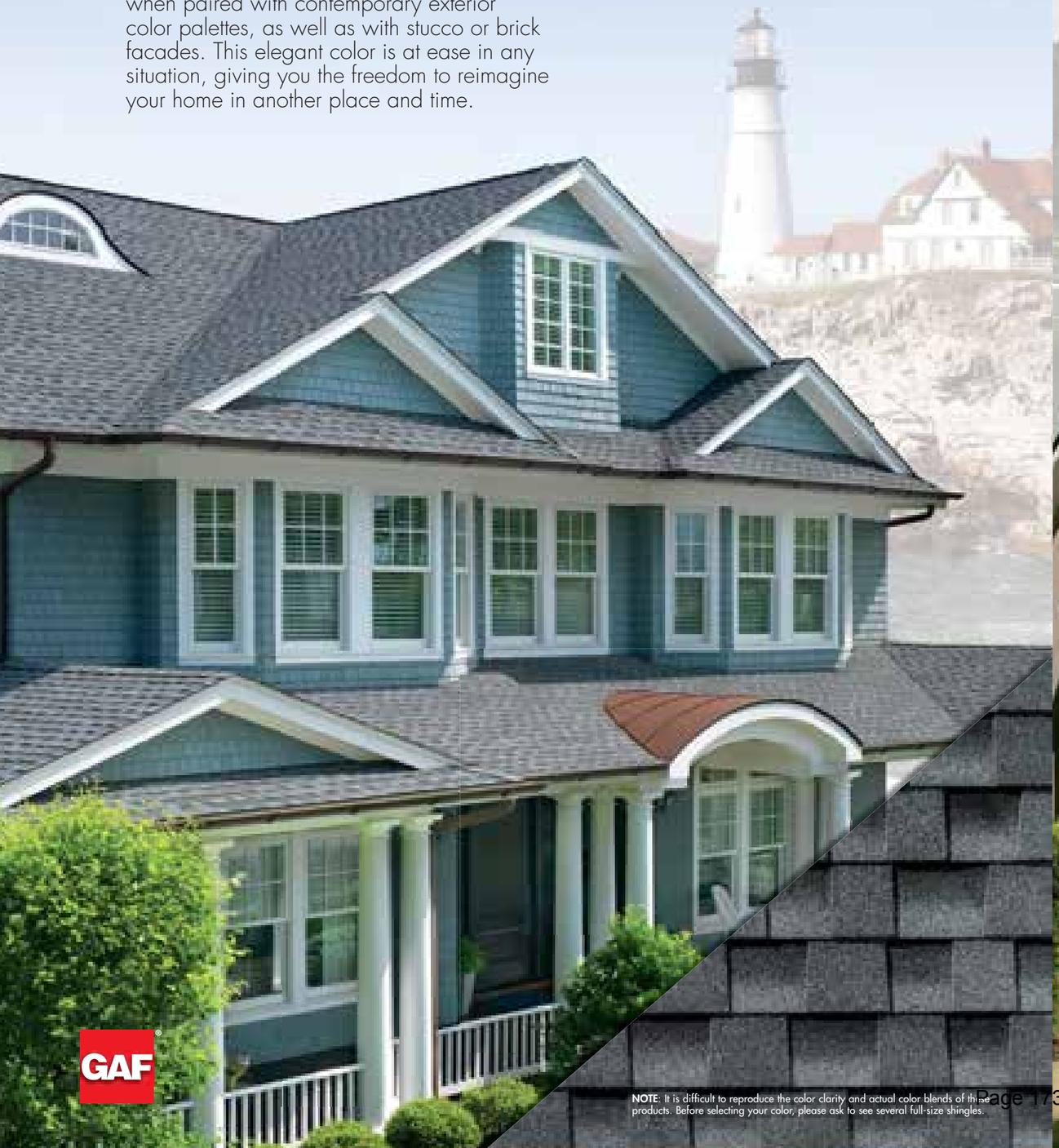
Birchwood (Regional)

Birchwood is a soft neutral shade of gray, which flatters homes that feature clean lines. Its subtle tints harmonize beautifully with city or suburban environments.



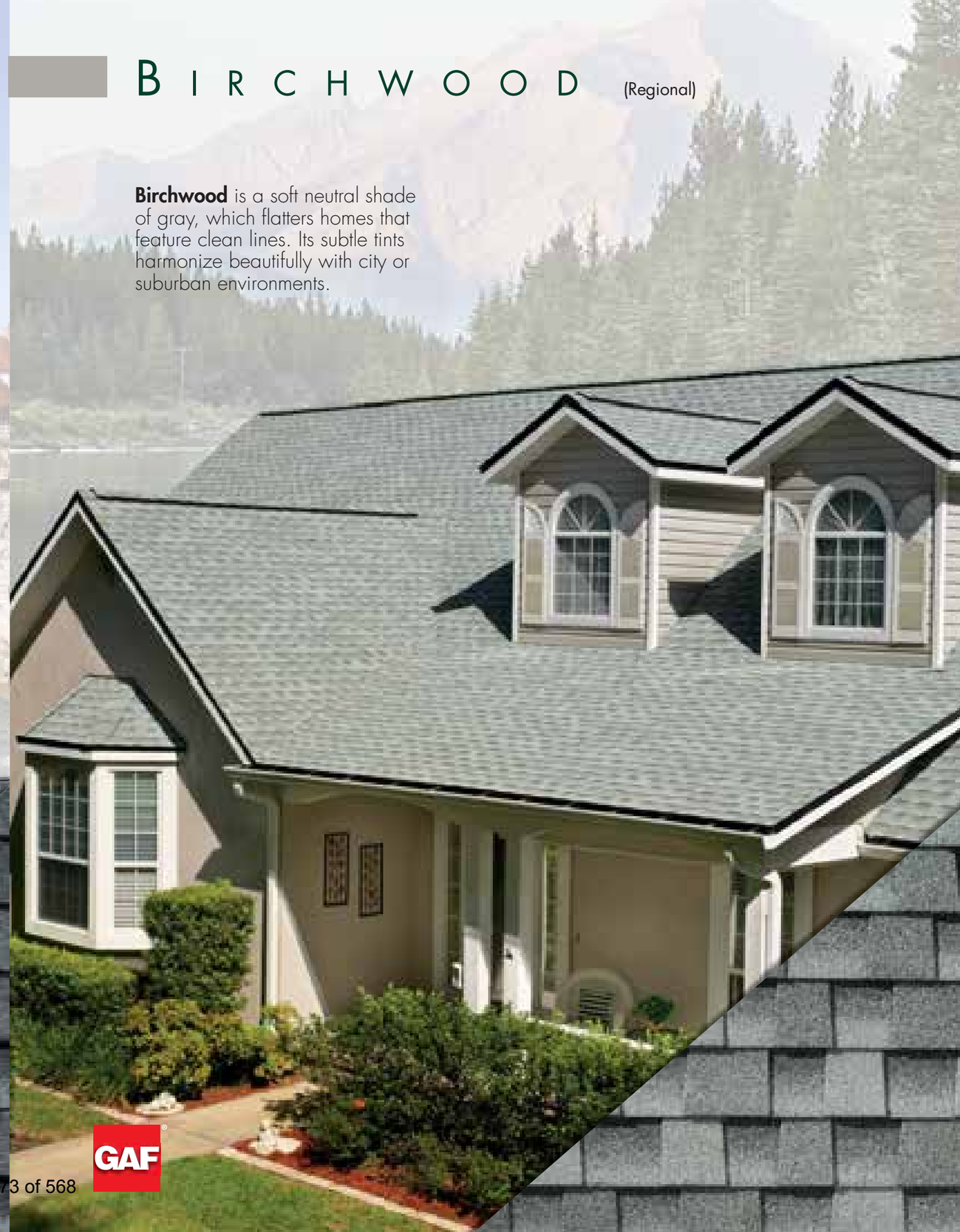
Pewter Gray (Regional)

Pewter Gray provides dramatic presence when paired with contemporary exterior color palettes, as well as with stucco or brick facades. This elegant color is at ease in any situation, giving you the freedom to reimagine your home in another place and time.



Birchwood (Regional)

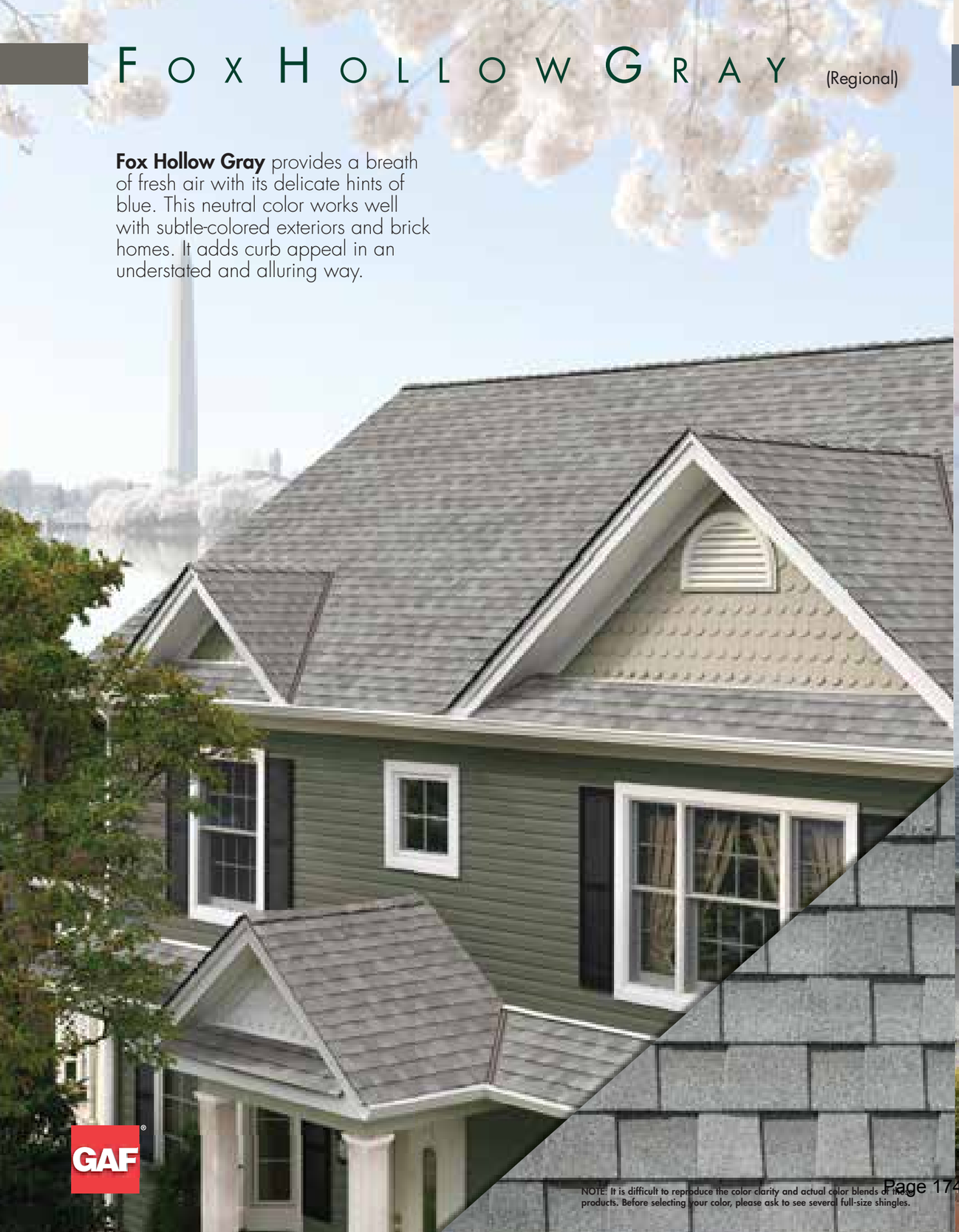
Birchwood is a soft neutral shade of gray, which flatters homes that feature clean lines. Its subtle tints harmonize beautifully with city or suburban environments.



NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Fox Hollow Gray (Regional)

Fox Hollow Gray provides a breath of fresh air with its delicate hints of blue. This neutral color works well with subtle-colored exteriors and brick homes. It adds curb appeal in an understated and alluring way.



NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

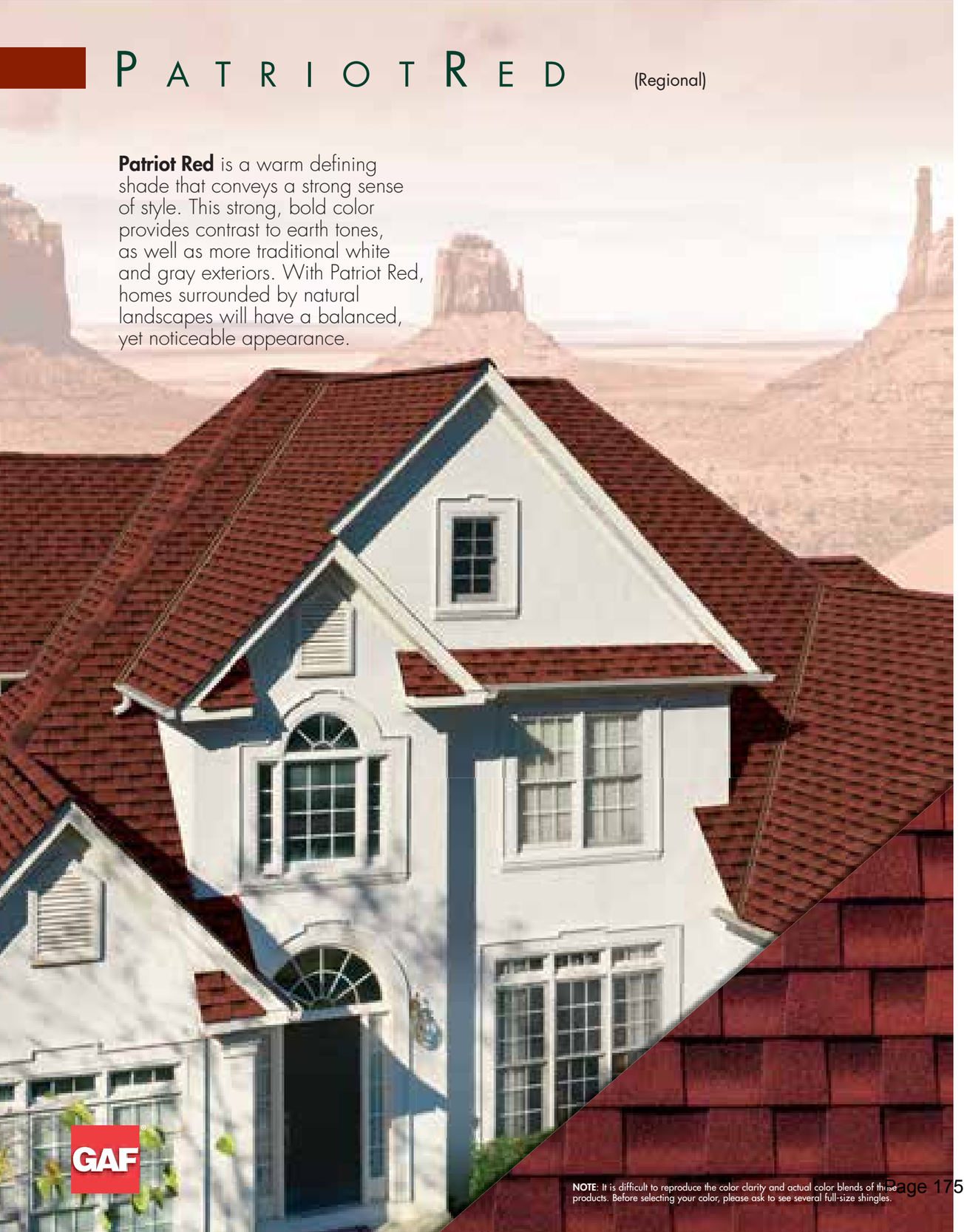
Biscayne Blue (Regional)

Biscayne Blue is inviting, like cool coastal waters. It complements cool tones of blues and grays, and accentuates white exteriors. Its soothing hue will enhance a variety of home styles.



PATRIOT RED (Regional)

Patriot Red is a warm defining shade that conveys a strong sense of style. This strong, bold color provides contrast to earth tones, as well as more traditional white and gray exteriors. With Patriot Red, homes surrounded by natural landscapes will have a balanced, yet noticeable appearance.



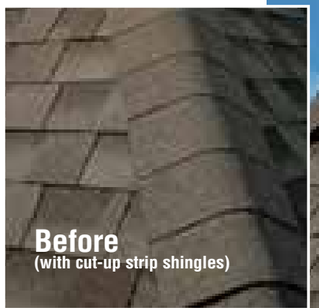
GAF

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

RidgeCaps

GAF®

Timbertex® and Ridglass®
Premium Ridge Cap Shingles



Before
(with cut-up strip shingles)



After
(with Timbertex® Premium Ridge Cap Shingles)



Ridglass® Premium Ridge Cap Shingles

Important Warning:
*Timbertex® and Ridglass® Premium Ridge Cap Shingles are designed to complement the color of your Timberline® Shingles. But some contractors cut costs by using the tabs from a 20-year or 25-year 3-tab shingle as your ridge cap. To ensure the closest color consistency for your roof, ask your contractor to use genuine Timbertex® or Ridglass® Premium Ridge Cap Shingles!**

- Complements Timberline® Colors... Designed to complement the color of your Timberline® Shingles
- Strong Protection For Hips & Ridges... Multi-layer design protects the most vulnerable areas of your roof
- Perfect Finishing Touch... Exceptionally thick design with massive 8" (203 mm) exposure is 2–3 times thicker than typical strip shingles for a distinctive, upscale look
- Stays In Place... Dura Grip™ Self-seal Adhesive seals each piece tightly and reduces the risk of shingle blow-off
- Peace Of Mind... Up to a Lifetime ltd. warranty when installed on Lifetime Shingle roofs†

†See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence [or the second owner(s) in certain circumstances] owns the property where the shingles and accessories are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable. Lifetime ltd. warranty on accessories requires the use of at least three qualifying GAF accessories and the use of Lifetime Shingles.

**These products are not available in all areas. See www.gaf.com/ridgecapavailability for details.*

Color Availability

Most Popular (Available Nationwide)







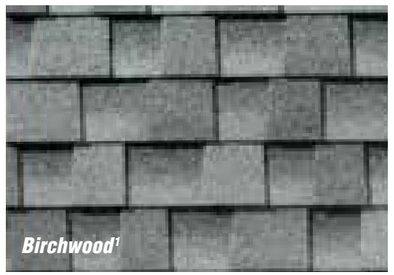








Regional (See Color Availability Chart On Next Page For Details)





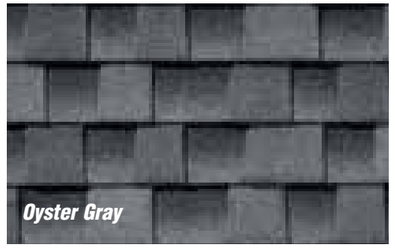






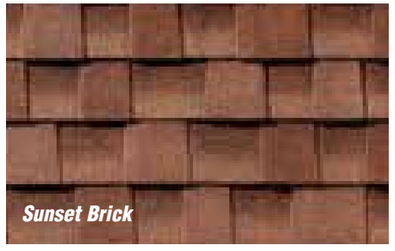


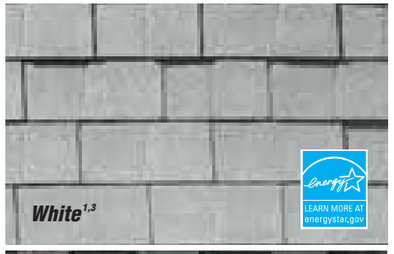














ADVANCED PROTECTION TECHNOLOGY

QUALITY TESTED · GOOD · HOUSEKEEPING Since 1909 LIMITED WARRANTY · ghseal.com for details

SHINGLE & ACCESSORY LTD. WARRANTY Lifetime LTD. WARRANTY TERM

Timberline® – North America's #1-Selling Shingles!

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

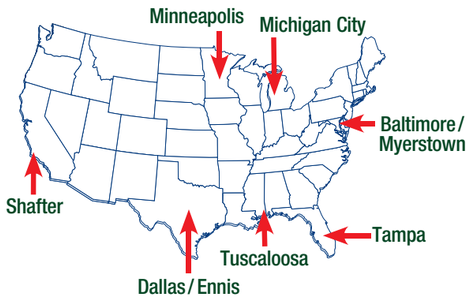
[1] Rated by the Cool Roof Rating Council (CRRC), can be used to comply with Title 24 roofing product requirements, and meets the Los Angeles Green Building Code.
[2] Limited availability.
[3] Timberline HD® White is ENERGY STAR® certified (U.S. only).

We can help you choose the right shingle for your roof!

Try GAF's Virtual Home Remodeler at gaf.com. Visualize GAF Shingles on a house like yours—or upload and decorate your own house. Try different siding, trim, and brick colors. It's fun!



Color
Availability Chart



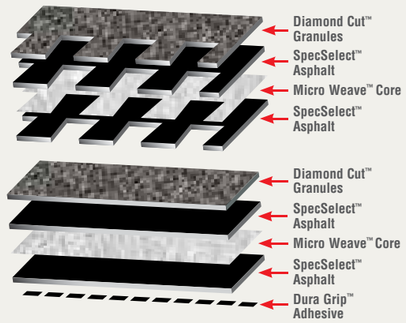
TIMBERLINE® LIFETIME HIGH DEFINITION® SHINGLES	Ask your contractor which of these GAF plants supplies the shingles in your area...						
	Baltimore/ Myerstown	Dallas/ Ennis	Michigan City	Minneapolis	Shafter	Tampa	Tuscaloosa
Most Popular Colors:							
Barkwood	●▲	●▲	●▲	●▲	●▲	●▲	●▲
Charcoal	●▲	●▲	●▲	●▲	●▲	●▲	●▲
Hickory	●▲	●	●▲	●▲	●▲	●	●
Hunter Green	●▲	●	●	●▲	●	●	●
Shakewood	●▲	●	●▲	●▲	●▲	●▲	●▲
Slate	●▲	●▲	●▲	●	●▲	●▲	●▲
Weathered Wood	●▲	●▲	●▲	●▲	●▲	●▲	●▲
Regional Colors:							
Birchwood[1]			●	●	●▲	●	●
Biscayne Blue	●▲						
Copper Canyon[1]					●		
Driftwood						●	●
Fox Hollow Gray	●▲		●	●			
Golden Amber[1,2]					●		
Mission Brown	●	●	●	●	●		
Oyster Gray	●						
Patriot Red	●▲		▲	▲			
Pewter Gray	●▲	●	●▲	●▲	●[2]	▲	●▲
Sunset Brick						●	
White[1,3]						●	●
Williamsburg Slate	●		●				

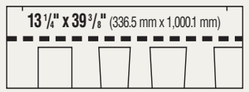
Product Key:	
● – Timberline HD®	▲ – Timberline Ultra HD®

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[1] Rated by the Cool Roof Rating Council (CRRC), can be used to comply with Title 24 roofing product requirements, and meets the Los Angeles Green Building Code.
[2] Limited availability.
[3] Timberline HD® White is ENERGY STAR® certified (U.S. only). For complete product specifications, visit gaf.com.

The many protective layers of a **Timberline®** High Definition® Shingle





- Fiberglass asphalt shingle
- Lifetime ltd. transferable warranty[1]
- Smart Choice® Protection for the first 10 years[1]
- 130 mph ltd. wind coverage[2]
- UL Listed to ANSI/UL 790 Class A
- Passes ASTM D7158, Class H
- ASTM D3161, Type 1, Class F
- StainGuard® protection[3]
- ENERGY STAR® certified (White only)[4]
- CSA A123.5[5]
- ASTM D3018, Type 1
- ASTM D3462[6]
- Miami-Dade County Product Control approved[7]
- Florida Building Code approved
- Texas Department of Insurance[7]
- ICC approved[7]
- Classified in accordance with ICC-ES AC438
- Approximately 64 Pieces/Square
- Approximately 3 Bundles/Square (Timberline HD®)
- Approximately 4 Bundles/Square (Timberline Ultra HD®)
- Approximately 256 Nails/Square
- 5 5/8" (142.88 mm) exposure

[1] See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence [or the second owner(s) in certain circumstances] owns the property where the shingles are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable.
[2] Requires special installation; see *GAF Shingle & Accessory Ltd. Warranty* for details.
[3] StainGuard® protection applies only to shingles with StainGuard® -labeled packaging. See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions.
[4] ENERGY STAR® certified in U.S. only.
[5] Refers to shingles sold in Canada only.
[6] Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.
[7] Applies to some plants.

SHINGLE & ACCESSORY LTD. WARRANTY Lifetime LTD. WARRANTY TERM

StainGuard® ALGAE DISCOLORATION LIMITED WARRANTY [3]



Color&Style
Expert Advice By Patricia Verlodt

"Color & style go hand in hand when considering what shingle to use on your roof"

The color and style of your shingle are important! After all, your roof represents up to 40% of your home's curb appeal, so it will always have a big impact on your home's overall look.

When you look at home exterior color trends, you'll notice that they're typically much more muted than the color trends you see in fashion; for example, if bold greens are in the fashion magazines, you might see the introduction of new home exterior palettes in warm, earthy green tones. Why? Because bold green might not be "in" two years from now (likely not), but you will still have the same roof. Color choices in exteriors are long-term decisions, so make sure the palette that you select is not only one that fits your personality and taste today but also one that you'll enjoy ten years down the road.

- Observe how much of your roof is visible from the street or common view. A larger roof looks best in neutral tones. If the roof angle is normal or slight, you can use more colorful shingles or interesting patterns.
- Use colors in the same color family as the body of your house for a simple, non-accented combination. An example is a gray roof on a gray house, whether light or dark gray. Trim in white or black will keep it understated.
- Use bright colors to make a design statement. For example, a green roof on a red brick house or a red roof on a gray house.
- And remember, follow your instinct. Choose the color and style that make you comfortable. After all, you're the one looking at it every time you come home!

When it comes to the style of your shingle, it's important to think about the overall look and shape of your home. If your roof has a low pitch, the shingle profile will be more important than the shape; for a roof with a steep pitch, a unique design or color pattern may be more important. If you have a large roof surface, you don't want the color pattern of your shingle to be too busy (it can be overwhelming!). On the other hand, a larger surface gives you a great opportunity to really change your home's look. So, make sure the design and color you select integrate extremely well with the rest of your house.

- Choose a shingle that complements your home's architectural style. For example, for a Colonial home, select a shingle with a clean line that complements the home's design. A Victorian house could take on a more colorful or complex design.
- The use of colors and textures can create a comfortable feel for your residence. For example, if focusing on the exterior of a Shingle Style home, adding color and textured design elements make the home much more approachable.

Patricia Verlodt has been responsible for coloring products for many Fortune 500 companies; she has a specialty in exterior products. Her work has been featured in major newspapers as well as in many magazines such as *Real Simple, Better Homes and Gardens*, and *Forbes*.

GAF TIMBERLINE® LIFETIME SHINGLES American Harvest®

Color Shown:
Saddlewood Ranch

ADVANCED PROTECTION® TECHNOLOGY

Stain Guard ALGAE DISCOLORATION LIMITED WARRANTY

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SHINGLE & ACCESSORY LTD. WARRANTY Lifetime LTD. WARRANTY TERM *

The American Harvest® Collection:

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Designed to complement your home's exterior color scheme, the American Harvest® Collection will give you that modern architectural style you want, at a price you can afford!

Our fresh color palette combines subtle blends with contrasting colors to give your roof unexpected depth and beauty.

*See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence [or the second owner(s) in certain circumstances] owns the property where the shingles are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable.

[1]Available only in the Northeast and Central Areas of the U.S.

[2]Available only in the Southeastern, Southwestern, and Western Areas of the U.S.

NOTE: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.

Saddlewood Ranch

Nantucket Morning

Cedar Falls

Appalachian Sky

Golden Harvest

Midnight Blush[1]

Amber Wheat[2]

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GAF offers you many great Lifetime Shingle choices, including **Timberline®** Shingles with Advanced Protection® Shingle Technology. They're the #1-selling shingles in North America!

Advanced Protection® Shingle Technology provides excellent protection for your home while reducing the use of precious natural resources. That's better for your home—and better for the environment!

To learn more about why Advanced Protection® Shingles are your best choice, visit **gaf.com/APS/.**





†In the North, most building codes require the use of Leak Barrier at the eaves.

Cobra® Attic Ventilation

Helps remove excess heat and moisture from your attic to promote energy efficiency in your home and help extend the life of your roof.

Roof Deck Protection

Provides an exceptionally strong layer of protection against wind-driven rain; some even allow moisture to escape from your attic. Also, lies flatter for a better-looking roof.

Leak Barrier

Provides exceptional protection against leaks caused by roof settling and extreme weather. Ideal upgrade at all vulnerable areas (including at the eaves in the North†).

Starter Strip Shingles

Saves time, eliminates waste, and reduces the risk of blow-off...and may even help qualify for upgraded wind warranty coverage (see *GAF Shingle & Accessory Ltd. Warranty* for details).

Ridge Cap Shingles

Enhances the beauty of your home while guarding against leaks at the hips and ridges.

SHINGLE & ACCESSORY LTD. WARRANTY
Lifetime
LTD. WARRANTY TERM

*See *GAF Shingle & Accessory Ltd. Warranty* for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the *GAF Shingle & Accessory Ltd. Warranty* and means as long as the original individual owner(s) of a single-family detached residence [or the second owner(s) in certain circumstances] owns the property where the shingles and accessories are installed. For owners/structures not meeting the above criteria, Lifetime coverage is notapplicable. Lifetime ltd. warranty on accessories requires the use of at least three qualifying GAF accessories and the use of Lifetime Shingles.

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To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**Supply and Delivery of One (1) Medium Duty Roll-Off Chassis and Landscape Box**
Submitted By:	Sheryl Ayres, Chief Financial Officer
Prepared By:	Dave Mawdsley, Manager of Procurement
Report No.:	22-075-CRS
File No.:	Q22-87
Wards Affected:	All Wards

RECOMMENDATION(S):

THAT Report 23-073-CRS Supply and Delivery of One (1) Medium Duty Roll-Off Chassis and Landscape Box be received;

AND THAT Request for Quotations #Q22-87 - Supply and Delivery of One (1) Medium Duty Roll-Off Chassis and Landscape Box be awarded to Altruck International Truck Centre of Brantford, ON in the amount of $158,352 exclusive of applicable taxes;

AND FURTHER THAT $40,839 be transferred from the Equipment Reserve Fund in order to complete this purchase.

EXECUTIVE SUMMARY:

The City has a requirement for one (1) Medium Duty Roll-off Chassis and Landscape Box as per the approved Capital project A/00337-10 – Equipment Replacement 3 Ton Roll Off Unit (18F052).

The City undertook an open competitive process however only one (1) submission was received.

City Staff are recommending that Q22-87 be awarded to Altruck International Truck Centre in the amount of $158,352 exclusive of applicable taxes, with additional funding of $40,839 transferred from the Equipment Reserve Fund in order to complete this purchase.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): Not Applicable

Strategic Action: Not Applicable

Program: Fleet Management

Core Service: Maintenance and Operations

BACKGROUND:

The City undertook an open competitive process to procure one (1) full sized, regular cab and chassis, 4-wheel drive, 19,500 lbs GVWR Medium Duty Roll-Off Chassis and Landscape Box.

ANALYSIS:

On August 4, 2022 the City issued a Request for Quotation on the City's e-bidding website.

Ten (10) vendors downloaded the RFQ documents however only one (1) submission was received by the submission deadline.

EXISTING POLICY / BY-LAW(S):

Under Procurement By-law 19-187, the Manager of Procurement or their designate, who is under the general direction of the Chief Financial Officer, is delegated the authority to approve the award of Tenders and Proposals when all of the following conditions have been satisfied:

a) when there is sufficient funding, as approved by Council through the budget process and verified by the Finance Division by the Departmental Recommendation to Award Report.
b) when all procedures in accordance with this By-law, have been followed; and
c) when the lowest compliant Tender bid or highest scored Proposal is accepted and recommended.

This award requires approval from Council as additional funding is required.

FINANCIAL IMPACT:

The purchase has exceeded budget as a result of substantial increase in inflationary costs due to supply chain issues, directly attributed to Covid-19, and reductions in manufacturer incentives.

Capital Project A/00337-10 Equipment Replacement 3 Ton Roll Off Unit (18F052) is expected to go over budget by 28.6% or $40,839 outlined in Table 1 – Fleet Equipment Replacement. It is recommended that this overage be funded from the Equipment Reserve Fund.

Table 1 – Fleet Equipment Replacement

Item of Expense	Reserve Fund	Budget	RFQ Q22-87*	YTD Actuals	Other Commitments	Savings/ (Deficit)
A/00337-10 Equipment Replacement 3 Ton Roll Off Unit (18F052)	Equipment RF	$125,300	$161,139	-	$5,000	$40,839)
Total Project Savings/(Deficit)		**$125,300**	**$161,139**	**-**	**$5,000**	**($40,839)**

*Amounts are net of applicable HST rebate

PUBLIC VALUE:

The public bidding process ensures the City maintains an open and transparent public process that provides accountability on the utilization of financial resources

ADVISORY COMMITTEE INPUT:

N/A

PUBLIC INPUT:

The advertising for the RFQ was as follows:

a) Advertised on the City's Bids and Tenders website: August 4, 2022

b) Closing Date: August 25, 2022

INTERNAL / EXTERNAL CONSULTATION:

Request for Quotation documents were compiled by Procurement, however the detailed specifications contained within the documents were prepared and submitted to Procurement by Fleet.

CONCLUSION:

City Staff are recommending that Q22-87 be awarded to Altruck International Truck Centre in the amount of $158,352 exclusive of applicable taxes, with $40,839 be transferred from the Equipment Reserve Fund in order to complete this purchase.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **Yes**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

N/A

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**Ed Newland Pool Renovations**
Submitted By:	Sheryl Ayres, Chief Financial Officer
Prepared By:	David Mawdsley, Manager of Procurement
Report No.:	22-069-CRS
File No.:	T22-104
Wards Affected:	Ward 3

RECOMMENDATION(S):

THAT Report 22-069-CRS Ed Newland Pool Renovations be received;

AND THAT T22-104 Ed Newland Pool Renovations be awarded to Acapulco Pools Limited in the amount of $1,305,000 exclusive of taxes,

AND FURTHER THAT additional funding of $137,630 be drawn from the Capital Works Reserve Fund.

EXECUTIVE SUMMARY

The City undertook a competitive procurement process to secure a general contractor to undertake below-grade pool renovation work at the Ed Newland Pool.

City Staff are recommending that T22-104 Ed Newland Pool Renovations be awarded to Acapulco Pools Limited in the amount of $1,305,000 exclusive of taxes.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): Not Applicable

Strategic Action: Not Applicable

Program: Design & Approvals

Core Service: Aquatic

BACKGROUND:

The original budget at the time the project was approved was $462,600. The City also successfully secured grant funding in the amount of $376,400.

Through the design process, it was identified that there was further opportunity to renovate the pool from a two-tank structure to a single-tank structure to modernize the pool and enhance accessibility. It was also identified that the pandemic has caused cost escalations and supply chain issues in the pool industry.

In accordance with staff report 22-023-CRE Newland Pool Capital Project, staff recommended moving forward with the single-tank design with additional accessibility features. The staff recommendation was endorsed by Council on August 9, 2022. This option, based on a class D estimate, required (1) retention of the original budget amount of $462,600; (2) application of the grant funding of $376,400; and (3) $381,341 from the Capital Works Reserve Fund. At the time the report was approved by Council, tt was anticipated this would be sufficient funding to carry out construction on the project.

ANALYSIS:

On October 11, 2022 the City issued a Request for Tender on the City's e-bidding website.

26 vendors downloaded the solicitation document and three (3) vendors attended the optional pre-bid site meeting. However only one (1) submission was received by the submission deadline. The submission received exceeds the approved budget for this project and additional funding is required to proceed.

In accordance with the grant requirements, the pool opening for summer 2023 and long lead time for material supply, this project is time-sensitive**.**

EXISTING POLICY / BY-LAW(S):

Under Procurement By-law 19-187, the Manager of Procurement or their designate, who is under the general direction of the Chief Financial Officer, is delegated the authority to approve the award of Tenders and Proposals when all of the following conditions have been satisfied:

a) when there is sufficient funding, as approved by Council through the budget process and verified by the Finance Division by the Departmental Recommendation to Award Report.

b) when all procedures in accordance with this By-law, have been followed; and
c) when the lowest compliant Tender bid or highest scored Proposal is accepted and recommended.

This award requires approval from Council as additional funding is required.

FINANCIAL IMPACT:

Current total approved budget for A/00521-40 Newland Pool Repairs is $1,220,341 funded from a combination of Capital Works Reserve Fund, Facility Maintenance Reserve Fund and a Provincial Grant.

Table 1 – A/00521-40 Newland Pool Repairs

Item of Expense	Reserve Fund	Budget	T22-104*	Other Commitments	Savings/ (Deficit)
Newland Pool Repairs	Capital Works Reserve Fund	$381,341	$488,971	$30,000	$ (137,630)
Newland Pool Repairs	Facility Maintenance Reserve Fund	$462,600	$462,600		
Newland Pool Repairs	Provincial Grant	$376,400	$376,400		
Total Project Savings/(Deficit)		**$1,220,341**	**$1,327,971**	**$30,000**	**$ (137,630)**

*Tender amounts are net of applicable HST rebate

The results are considered to be an accurate reflection of the cost to perform the work. It is recommended to draw $137,630 from the Capital Works Reserve Fund.

PUBLIC VALUE:

The public bidding process ensures the City maintains an open and transparent public process that provides accountability on the utilization of financial resources

ADVISORY COMMITTEE INPUT:

N/A

PUBLIC INPUT:

The advertising for the RFQ was as follows:

a) Advertised on the City's Bids and Tenders website: October 11, 2022
b) Closing Date: November 1, 2022

INTERNAL / EXTERNAL CONSULTATION:

Request for Quotation documents were compiled by Procurement, however the detailed specifications contained within the documents were prepared and submitted to Procurement by Sustainable Design and Development in consultation with Aqua Plans Aquatic Consultants Inc.

CONCLUSION:

It is recommended that T22-104 Ed Newland Pool Renovations be awarded to Acapulco Pools Limited in the amount of $1,305,000 exclusive of taxes.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **Yes**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-069-CRS Appendix A – Rendering No.1
2. 22-069-CRS Appendix B – Rendering No.2
3. 22-069-CRS Appendix C – Rendering No.3

Appendix A – Ed Newland Pool Aerial View Rendering



Appendix B – Ed Newland Pool Activities Rendering



Appendix C – Ed Newland Pool Participants Using the Pool Rendering



To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-129-CD Part Lot Control Exemption - 270-290 Equestrian Way, River Mill Development Corp.**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Rachel Greene, Senior Planner
Report No.:	22-129-CD
File No.:	PTLT01/22
Wards Affected:	Ward 1

RECOMMENDATION(S):

THAT Report 22-129-CD Part Lot Control Exemption - 270-290 Equestrian Way, River Mill Development Corp. be received;

AND THAT the By-law included as Appendix A to report 21-129-CD be passed.

EXECUTIVE SUMMARY:

Purpose

- The property at 270, 280, and 290 Equestrian Way (Block 1 on Registered Plan 58M-677) is currently a block in a registered plan of subdivision in the River Mill (Formerly Hunt Club) subdivision.
- The current application before Council is for exemption from part lot control to further divide the block into separate freehold lots for individual sale.

Key Findings

- The property has been site plan approved for 63 townhouse units and two mixed use commercial/residential buildings under application SP20/20.
- The property is currently going through plan of condominium process to create a common element condominium (File 30CDM-22102) with Parcels of Tied Land (POTLs). The common elements will include the road, parking spaces and common greenspace/amenity area on the property. In order to register a common element condominium, POTLs must first be created. The proposed

individual lots through this part lot control exemption application will become the POTLs.

- This by-law will permit a block in a registered plan of subdivision to be further divided into separate lots for the construction of 63 freehold townhouse units and two mixed-use buildings for up to two years.

Financial Implications

- The planning application fee for part lot control exemption in the amount of $11,180 has been paid to the City to process the application.
- There are no additional financial impacts due to this application. The financial impacts have been addressed through the previous plan of subdivision.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Not Applicable

Program: Development Approvals

Core Service: Part Lot Control Exemption Applications

BACKGROUND:

Part Lot Control General Information

Part lot control exemption is another form of land division in addition to plans of subdivision and severances. Section 50(7) of the Planning Act allows a municipality to pass a by-law that excludes lands within a registered plan of subdivision from the Planning Act's part lot control regulations. This allows a land owner to divide parts of blocks and lots within a registered plan of subdivision for land sale, conveyance, lease or mortgage, make minor boundary adjustments, or establish maintenance easements by way of a Reference Plan. Exemption from part-lot control is appropriate when a number of land transactions are involved, but the resulting changes will not affect the nature or character of the subdivision or development.

Exemptions from part lot control are used to create individual lots for single detached, semi-detached and townhouse dwelling units while ensuring that the common centre wall between two dwelling units is constructed on the property line.

An approved part lot control exemption by-law is in place for two years. After that, the by-law expires and the part lot control regulations of the Planning Act come back into effect and no further division of the land can occur without a severance application.

If Council does not agree with staff's recommendation to approve the part lot control exemption application and corresponding by-law, the property could not be divided into smaller freehold lots for individual sale and ownership. The townhouse units would continue as a cluster development on Block 1 on Registered Plan 58M-677. The Plan of Condominium would be affected and would require updating as to how the property would function.

ANALYSIS:

The subject property municipally addressed as 270, 280 and 290 Equestrian Way is also legally described as Block 1 on Registered Plan 58M-677.



Figure 1 - Location Map

The block was created though the approval of the Hunt Club/Arriscraft Subdivision (File 30T-12104). A minor modification was approved by the Region of Waterloo on May 6th,

2021 to add a block for future public use (for a potential road and/or trail as part of the Phase 4 application file 30T-21101 currently under review).

The property was site plan approved under application SP20/20 (Appendix C) to permit 63 townhouse units and two (2) mixed-use commercial/residential buildings containing 7 dwelling units and 391 square metres of commercial floor area with the intention that a future part lot control exemption would create the lots and the plan of condominium would tie the lots to a common element consisting of the condominium road, parking spaces and amenity/landscaped areas. The condominium has been draft approved under file 30CDM-22102 (Appendix D).

The application for part lot control exemption is consistent with the registered plan of subdivision and the approved site plan.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan, 2012, as amended

Existing Land Use Designation(s): High Density Residential

City of Cambridge Zoning By-law 150-85, as amended

Existing Zoning: RM3CS5 s.4.1.303B

Planning Act, 2022

Section 50(7) of the Planning Act allows a municipality to pass a by-law that excludes lands within a Registered Plan of Subdivision from the Planning Act 's Part Lot Control regulations. This allows a land owner to divide parts of blocks and lots within a registered plan of subdivision. Council approval of the by-law is required to allow the exemption from Part Lot Control for up to two years.

FINANCIAL IMPACT:

There are no financial impacts due to this application. The financial impacts have been addressed through the previous plan of subdivision process.

PUBLIC VALUE:

Not Applicable.

ADVISORY COMMITTEE INPUT:

Not Applicable.

PUBLIC INPUT:

This application does not require public notification or public input. This report has been posted publicly as part of the report process.

INTERNAL / EXTERNAL CONSULTATION:

The applicant provided the Planning Division with the draft copy of a reference plan for review. The draft reference plan was reviewed in conjunction with the approved Site Plan and deemed to be in conformity with the approved site plan drawings.

The application was circulated to Building Services, Development Engineering Division, Legal Services and the Region of Waterloo. No comments or action items were raised in regard to the application.

Legal Services reviewed the Schedule A to the draft By-law and has confirmed the parts have been listed in accordance with the draft reference plan.

After review of the application and draft reference plan, the draft reference plan was deposited to the Land Registry Office by the applicant.

CONCLUSION:

City of Cambridge Development Planning Staff recommends that Council pass the attached by-law to exempt the subject lands at 270, 280 and 290 Equestrian Way (Block 1, 58M-677) from Part Lot Control until December 13, 2024. The application for Part Lot Control Exemption meets the intent of the registered plan of subdivision and the approved site plan. The application represents good planning and will create 63 freehold townhouse lots and two mixed use commercial/residential building lots tied to a future common element condominium as was anticipated through the previously approved planning applications.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **Yes**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-129-CD Appendix A – Draft Part Lot Control Exemption By-law
2. 22-129-CD Appendix B – Reference Plan 58R-21561
3. 22-129-CD Appendix C – Approved Site Plan SP20/20
4. 22-129-CD Appendix D – Draft Plan Approved Condominium

ZONING CHART - RM3 (S.4.1.303B) - MINOR VARIANCE A10-21 AND A11-21

REQUIREMENT:	REQUIRED	PER UNIT
RM3 (S.4.1.303B) (CLUSTER ROW HOUSES)		
MINIMUM LOT AREA	N/A	115.0m² (LINEAR) 106.0m² (REAR LANE)
MINIMUM LOT FRONTAGE	5.0m (MV)	5.1m
MINIMUM FRONT YARD	1.5m	2.9m (LINEAR) 3.4m (REAR LANE)
MINIMUM FRONT YARD FOR GARAGE	6.1m (MV)	6.0m (LINEAR) N/A (REAR LANE)
MAXIMUM FRONT YARD	4.8m (MV)	4.8m (LINEAR) 4.4m (REAR LANE)
MINIMUM INTERIOR SIDE YARD	1.5m (MV)	1.5m
MINIMUM EXTERIOR SIDE YARD	1.5m (MV)	1.5m
MINIMUM REAR YARD	6.0m 4.7m (UNIT 39) (MV) 2.9m (UNITS 1-21, 24-38) (MV) 2.2m (UNITS 22, 23) (MV)	6.0m
MINIMUM BUILDING HEIGHT	7.5m	±13.5m
MAXIMUM BUILDING HEIGHT	13.5m	±13.5m
MINIMUM GROSS FLOOR AREA PER UNIT	70m²	±131.9m²
MAXIMUM LOT COVERAGE	51.0% (UNITS 39-63) (MV) 55.0% (UNITS 1-38) (MV)	
MINIMUM LANDSCAPED OPEN SPACE	30% 25% (UNITS 1-38) (MV)	32.7%
MAXIMUM NUMBER OF ATTACHED DWELLINGS	8	7
MINIMUM PRIVATE AMENITY AREA PER DWELLING UNIT	35m² 25.0m² (UNITS 1-38) (MV)	37.9m²
MAXIMUM DENSITY (UNITS PER NET RESIDENTIAL HECTARE)	40	39.8
MINIMUM DISTANCES BETWEEN BUILDINGS ON SAME LOT (SIDEWALL TO SIDE WALL)	3.0m	3.1m (N/A)
MINIMUM DISTANCES BETWEEN BUILDINGS ON SAME LOT (FRONT WALL TO REAR WALL) (FRONT WALL TO FRONT WALL) (REAR WALL TO REAR WALL)	10m	17.9m (N/A)
MINIMUM DISTANCE BETWEEN BUILDINGS ON SAME LOT (FRONT OR REAR WALL TO SIDE WALL)	8m	8.8m (N/A)
MINIMUM FRONT YARD OPEN LANDSCAPING (ROW TOWNHOMES)	35% (UNITS 39-63) (MV)	
OTHER PROVISIONS UNDER 4.1.303B WHERE OFF-STREET PARKING IS PROVIDED ON PRIVATE PROPERTY ALONGSIDE AND DIRECTLY ACCESSED FROM EQUESTRIAN WAY, THE MINIMUM AND MAXIMUM FRONT YARD SETBACKS SHALL BE MEASURED FROM EDGE OF THOSE SPACES.		N/A
NO DRIVE THRU LANES SHALL BE PERMITTED WITHIN RM3/CSS ZONE LANDSCAPING ADJACENT TO STREET LINE SHALL NOT BE REQUIRED FOR THE BLOCKS WITH FRONT YARDS ONTO EQUESTRIAN WAY OR EXTERIOR SIDE YARDS ON OTHER PUBLIC STREETS FOR BUILDING HAVING A SETBACK LESS THAN OR EQUAL TO 4.5m		N/A
NO HABITABLE FLOOR SPACE SHALL BE PERMITTED, ABOVE THE GEODEDIC ELEVATIONS ILLUSTRATED ON SCHEDULE B	322 masl	N/A
PERMITTED ENCROACHMENTS ON REQUIRED YARDS 2.1.15		
MAX. ENCROACHMENT OF STEPS ABOVE OR BELOW GRADE, SILLS, CORNICES, EAVES, GUTTERS, CHIMNEYS OR PILASTERS IN ALL YARDS	0.5m	0.3m
MAX. ENCROACHMENT OF BALCONIES ON DETACHED OR SEMI-DETACHED ONE-FAMILY DWELLINGS AND DUPLEX DWELLINGS IN FRONT, EXTERIOR SIDE AND REAR YARD	0.6m	N/A
MAX. ENCROACHMENT OF OPENED OR COVERED UNENCLOSED PATIOS, DECKS OR PORCHES NOT EXCEEDING 3m IN BUILDING HEIGHT IN FRONT, EXTERIOR SIDE AND REAR YARD	2.5m	2.25m

ZONING CHART - CS5 (S.4.1.303B) - MINOR VARIANCE A10-21 AND A11-21

REQUIREMENT:	REQUIRED	PER UNIT
USES PERMITTED BY 4.1.303B 1(a) AND 1(c) (COMMERCIAL)		
MINIMUM GLCFA	100m²	222.4m² (BLOCK 12) 169.1m² (BLOCK 13)
MAXIMUM GLCFA	11,000m²	222.4m² (BLOCK 12) 169.1m² (BLOCK 13)
MINIMUM SETBACK TO SPEEDSVILLE ROAD	4.5m	N/A
MINIMUM FRONT YARD (TO EQUESTRIAN WAY)	1.5m	N/A (BLOCK 12) 2.6m (BLOCK 13)
MAXIMUM FRONT YARD (TO EQUESTRIAN WAY)	6.0m	N/A (BLOCK 12) 2.6m (BLOCK 13)
MINIMUM INTERIOR SIDE YARD	0.0m (MV)	0.0m (BLOCK 12 AND 13)
MINIMUM EXTERIOR SIDE YARD	1.5m	1.7m (BLOCK 12)
MAXIMUM EXTERIOR SIDE YARD	4.5m	1.7m (BLOCK 12)
MINIMUM REAR YARD	0.0m (MV)	0.0m (BLOCK 12 AND 13)
MINIMUM INTERIOR SIDE YARD OR REAR YARD ABUTTING A R-CLASS ZONE	7.5m	N/A
MINIMUM BUILDING HEIGHT	6.0m	±13.5m (BLOCK 12 AND 13)
MIN. FACADE HEIGHT FOR BUILDINGS FRONTING EQUESTRIAN WAY	7.5m	±7.5m (BLOCK 12 AND 13)
MAXIMUM BUILDING HEIGHT	13.5m	±13.5m (BLOCK 12 AND 13)
MAXIMUM LOT COVERAGE	NONE	N/A
MINIMUM OF 1,500m² OF GROSS LEASABLE COMMERCIAL FLOOR AREA SHALL BE CONSTRUCTED	APPLIES TO/ACCROSS ALL LANDS ZONED 'CS5/RM3 (S.4.1.303B)'	
CS5 SECTION 3.3.3.3(e) (ZONING BY-LAW NO. 150-85)		
MINIMUM FRONT YARD	1.5m (MV)	1.6m(BLOCK 12)
PARKING		
CLUSTER ROW HOUSING - 1 SPACES FOR THE FIRST 4 BEDROOMS PER DWELLING UNIT; PLUS 1 SPACE FOR EACH 2 DWELLINGS UNITS FOR VISITORS ONLY. (INCLUDES STACKED UNITS ABOVE CSS)	70 UNITS = 105	126
VISITOR PARKING - 2.2.2.12.(a) 1 DEDICATED VISITOR PARKING SPACE FOR EACH 4 DWELLING UNITS	18	51
COMMERCIAL PARKING - 2.2.1.2.(b) COMMERCIAL USES NOT IN SHOPPING CENTERS: 5 SPACES PER 100m² OF GLCFA	20	20
TOTAL PARKING SPACES	143	197
PARKING SPACE DIMENSIONS (2.2.3)	2.9m X 5.5m	2.9m X 5.5m
PARKING SPACE DIMENSIONS IN GARAGE (2.2.3.10)	2.9m X 5.5m	3.2m X 6.1m
PARKING SETBACK TO HABITABLE ROOM WINDOW (2.2.2.3.(f))	6.0m	N/A

SITE STATISTICS

SITE AREA (TOTAL)	17,611.18m²
BUILDING	4,541.06m²
LANDSCAPE	6,586.65m²
PRIVATE ROAD/DRIVEWAY/SIDEWALK	6,483.47m²
UNIT COUNT	
3-STOREY DOUBLE FRONT TOWNHOMES	31
3-STOREY STANDARD TOWNHOMES	32
2-STOREY STACKED TOWNHOME ABOVE COMMERCIAL	7
TOTAL	**70**
PARKING SPACES (TOTAL)	197
RESIDENT	126
VISITOR	51
COMMERCIAL	20
ACCESSIBLE PARKING SPACES (REQ.)	4
TYPE 'A' (3.4m WIDE X 5.5m DEEP)	3
TYPE 'B' (2.4m WIDE X 5.5m DEEP)	1
* ACCESSIBLE SPACES INCLUDED IN DEDICATED VISITOR PARKING COUNT		
** 2m WIDE SHARED ACCESS AISLE		
MAXIMUM DENSITY ALLOWED (UNITS PER HA)	40.0
PROVIDED DENSITY (UNITS PER HA)	39.8

NOTES:

1. DIMENSIONS ARE AS SHOWN ON TYPICAL UNITS UNLESS OTHERWISE NOTED.
2. GARBAGE COLLECTION IS TO BE MUNICIPAL CURB-SIDE PICK-UP.
3. ALL LIGHT FIXTURES ARE A MINIMUM OF 1.5m FROM ROAD EDGE
4. RESIDENTIAL AND COMMERCIAL BICYCLE PARKING FOR BLOCK 12 & 13 IS PROVIDED WITHIN THE BUILDINGS. BICYCLE PARKING FOR THE TOWNHOMES IS PROVIDED WITHIN THE GARAGE.

LED SIGNAGE

- NO LIGHT SPILL IS PERMITTED AT PROPERTY LINE
- ALL LED SIGNAGE SUBJECT TO SITE PLAN/LIGHTING PLAN REVIEW

ENERGY + INC.

ALL STRUCTURES AND FIXTURES TO MEET ELECTRICAL SAFETY AUTHORITIES AND ENERGY + MINIMUM STANDARDS AND CLEARANCES.

CONTACT ENERGY + MINIMUM 6 MONTHS PRIOR TO ANY RELOCATIONS, SERVICE UPGRAGE OR NEW IN SERVICE DATE, FOR A DESIGN AND ESTIMATE, WITH ALL OF THE INFORMATION ENERGY + REQUIRES TO PREPARE AS PER ENERGY +'S CONDITIONS OF SERVICE WWW.ENERGYPLUS.CA

LOCATIONS OF ENERGY+ INFRASTRUCTURE MAY NOT BE AS PER FINAL DESIGN, CONTACT ENERGY + FOR MOST CURRENT/APPROVED DESIGN INFORMATION.

ENERGY+ UNDERGROUND DUCTS WILL HAVE MINIMUM 1M COVER AND SHALL NOT BE IN CONFLICT WITH DEEP SERVICES.

ENERGY+ WILL NOT APPROVE A CHANGE IN THE FUTURE, FROM REGULAR CONDOMINIUM (I.E. CONDO CORPORATION OWNS EXTERIOR OF BUILDINGS) TO ANOTHER TYPE OF DEVELOPMENT, WHERE THE UNIT OWNER OWNS THE EXTERIOR OF THE UNIT.

ENERGY+ INFRASTRUCTURE SHALL NOT BE PLACED OVER UNDERGROUND PARKING AREAS/STRUCTURES.

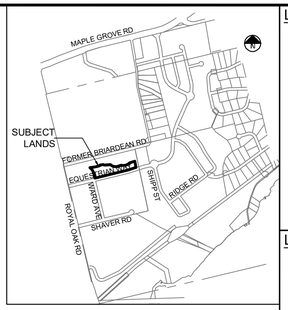
ALL SIGNS AND FENCE POSTS SHALL BE A MINIMUM OF 1 METRE FROM THE EDGE OF ENERGY+ UNDERGROUND DUCT BANKS.

CITY OF CAMBRIDGE
APPROVED
UNDER SECTION 41 OF THE PLANNING ACT
R.S.O. 1990, c.P.13

SIGNATURE
NAME Lisa Prime
TITLE Chief Planner
DATE December 1, 2021

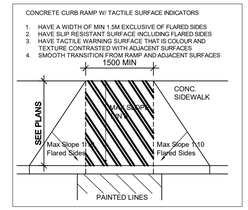
SITE PLAN IS RECOMMENDED FOR APPROVAL

BUILDING DIV.	Oct 27, 2021
ACCESSIBILITY	Oct 28, 2021
ECON. DEV.	Oct 28, 2021
DEV. ENG.	Oct 28, 2021
FIRE DEPT.	Oct 28, 2021
HYDRO	Nov 4, 2021
TRANSPORTATION	Nov 26, 2021
PLANNING	J. Hannemann
REGION OF WATERLOO	Jan 19, 2021



KEY PLAN
1:20,000

CONCRETE CURB RAMP W/ TACTILE SURFACE INDICATORS
1. HAVE A WIDTH OF MIN 1.5M EXCLUSIVE OF FLARED SIDES
2. HAVE SLIP RESISTANT SURFACE INCLUDING FLARED SIDES
3. HAVE TACTILE WARNING SURFACE THAT IS COLOUR AND TEXTURE CONTRASTED WITH ADJACENT SURFACES
4. SMOOTH TRANSITION FROM RAMP AND ADJACENT SURFACES



BARRIER FREE CURB CUT DETAIL
1:50

LEGAL DESCRIPTION

BLOCK ____
REGISTERED PLAN 58M-____
PART OF LOT __, CONCESSION __,
BEASLE'S LOWER BLOCK
FORMERLY IN THE TOWNSHIP OF WATERLOO
NOW IN THE
CITY OF CAMBRIDGE
IN THE
REGIONAL MUNICIPALITY OF WATERLOO

LEGEND

- SUBJECT PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING SURROUNDING PROPERTY LINE
- OTHER PROPERTY LINE
- HYDRO VAULT
- AC 'A' — ACCESSIBLE PARKING SIGN TYPE 'A'
- AC 'B' — ACCESSIBLE PARKING SIGN TYPE 'B'
- FR — FIRE ROUTE SIGN

DESIGN NOTES:
1. SEE LANDSCAPE PLANS FOR FENCING DETAILS.
2. SEE ENGINEERING PLANS FOR GRADING AND SERVICING DETAILS.
3. SEE ENGINEERING PLANS FOR SIDEWALK DETAILS.
4. SEE SITE PLAN DRAWING SP1-2 FOR ACCESSIBLE PARKING AND FIRE ROUTE SIGN DETAILS.
5. SEE SITE PLAN DRAWING SP1-2 FOR FIRE ROUTE DETAILS.

SURVEY NOTE:
EXISTING TOPOGRAPHICAL SUBDIVISION GRADING AND SERVICING INFORMATION IS A COMBINATION OF SURVEY DATA PROVIDED BY WALTERFEDY AND MTE AND IS CONSIDERED APPROXIMATE ONLY. CONTRACTOR TO FIELD VERIFY AND REPORT AND DISCREPANCIES TO ENGINEER.

REVISIONS

REV.	DESCRIPTION	DATE	INIT.
Q	RESUBMISSION	08-APR-2021	JW

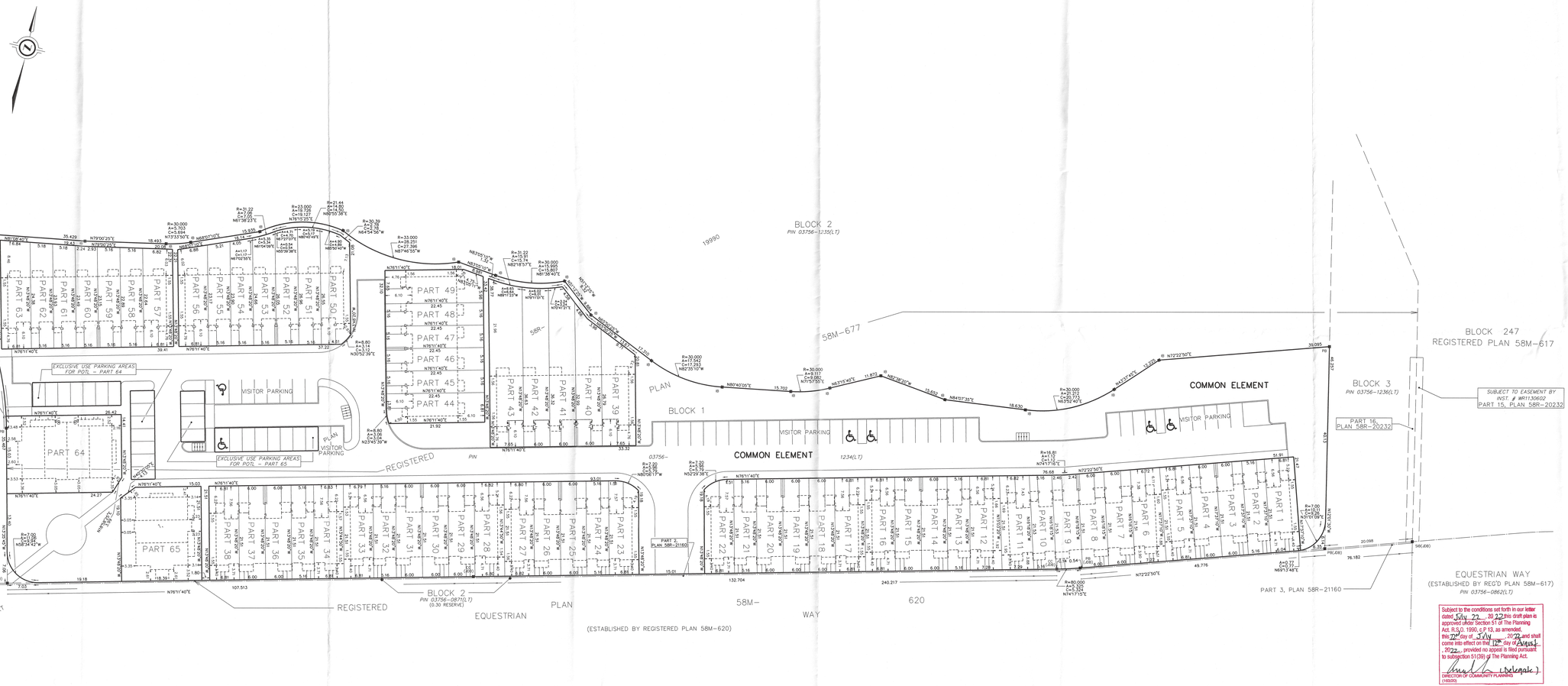
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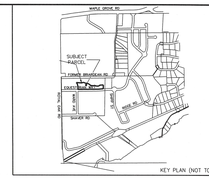
T. JOHNS CONSULTING GROUP
URBAN PLANNING | DESIGN | PROJECT MANAGEMENT
310 LIMERIDGE ROAD WEST, SUITE 6
HAMILTON ONTARIO, L9C 2V2
P 905-574-1993
F 905-527-9559

PROJECT TITLE
RIVER MILL
PHASE 3a
CAMBRIDGE, ONTARIO

DRAWING TITLE
SITE PLAN

DRAWN BY: JW	DESIGNED BY: JW
PRINT DATE: 07-APR-2021	PROJECT NUMBER: 0711
REVISION: Q	DRAWING NUMBER: SP1-1
SCALE: 1:400	





DRAFT PLAN OF COMMON ELEMENT CONDOMINIUM

BLOCK 1
REGISTERED PLAN 58M-677

(GEOGRAPHIC TOWNSHIP OF WATERLOO)
NOW IN THE
CITY OF CAMBRIDGE
REGIONAL MUNICIPALITY OF WATERLOO

SCALE 1 : 300

5 0 5 10 20 metres

J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
⊡	DENOTES	SURVEY MONUMENT SET
SSIB	DENOTES	STANDARD IRON BAR
RSIB	DENOTES	REPLACEMENT STANDARD IRON BAR
RSB	DENOTES	ROUND IRON BAR
IB	DENOTES	IRON BAR
CC	DENOTES	CUT CROSS
CP	DENOTES	CONCRETE PIN AND WASHER
SSB	DENOTES	STANDARD BAR
WIT.	DENOTES	WITNESS
———	DENOTES	BOUNDARY OF UNITS/COMMON ELEMENTS

N=NORTH / S=SOUTH / E=EAST / W=WEST

ALL SET SURVEY MONUMENTS ARE IRON BARS, UNLESS NOTED OTHERWISE.

ALL FOUND SURVEY MONUMENTS WERE ORIGINALLY SET BY XXX, UNLESS NOTED OTHERWISE.

ALL SET SSIB AND PIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

LAND USE ANALYSIS

BLOCK AREA	17909 sq.m.	
BUILDING AREA	9648 sq.m.	
BUILDING COVERAGE	55%	
NUMBER OF UNITS	70	
PARKING	126	RESIDENT SPACES
	51	VISITOR SPACES
	20	COMMERCIAL SPACES
	197	TOTAL SPACES (INCLUDING 6 ACCESSIBLE SPACE(S))

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT

FOR A, B, C, E, F, G AND J SEE DRAFT PLAN AND KEY PLAN

(D) THIS IS A PROPOSED RESIDENTIAL DEVELOPMENT OF

(H) MUNICIPAL WATER IS AVAILABLE ON ADJACENT STREETS

(I) CLAY/CLAY LOAM/SILT/TOP SOIL

(K) MUNICIPAL STORM AND SANITARY SEWERS ARE AVAILABLE ON ADJACENT STREETS.

(L) ALL EASEMENTS AFFECTING THE SUBJECT SITE ARE SHOWN ON THE FACE OF THIS PLAN.

OWNER'S CERTIFICATE

I HEREBY CONSENT TO THE SUBMISSION OF THIS PLAN FOR APPROVAL.

RIVER MILL DEVELOPMENT CORPORATION

June 27, 2022
DATE

BRANDON CAMPBELL
PRESIDENT
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE DEVELOPED AS SHOWN ON THIS PLAN, AND THEIR RELATIONSHIPS TO THE ADJACENT LANDS, ARE ACCURATELY AND CORRECTLY SHOWN.

June 27, 2022
DATE

ROD LORD
ONTARIO LAND SURVEYOR

J.D.BARNES LIMITED
SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
423-430D ST. E, FAIR, KITCHENER, ON, N2P 2J9
T: (519) 578-2220 F: (519) 650-5625 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO:
DH	RL	21-40-433-00
PLOTTED: 6/27/2022		DATED: 11/16/21

BY-LAW XXX-22

of the

CORPORATION OF THE CITY OF CAMBRIDGE

Being a by-law of the Corporation of the City of Cambridge to exempt certain lots or blocks pursuant to subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended (Part Lot Control Exemption) – 270, 280 and 290 Equestrian Way.

WHEREAS subsection 50(7) of the Planning Act R.S.O. 1990, c. P.13, as amended, provides that a municipal Council may by by-law provide that subsection 50(5) of the Planning Act R.S.O. 1990 c.P.13, as amended (Part Lot Control) does not apply to land within plans or parts of plans designated in the by-law and that when the by-law is approved by the appropriate approval authority, subsection 50(5) ceases to apply to the lands therein described:

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT Subsection 50(5) of the Planning Act R.S.O 1990, c.P.13, as amended, shall not apply to Block 1 Registered Plan No. 58M-677;

2. THAT this by-law shall be restricted in its application only to divide the blocks and create easements as cited in accordance with Reference Plan No. 58R-21561 and Schedule ‘A’ attached hereto;
3. THAT this by-law shall remain in force and effect for a period of two (2) years from the date of its passing and shall expire on **December 13, 2024;**
4. THAT it is Acknowledged and Directed that the office of the City Solicitor or designate be authorized to register electronically this by-law pursuant to subsection 50(28) of the Planning Act on the title to the lands described herein and place an inhibiting order following the registration of the by-law which is to be lifted upon registration of the Common Element Condominium (30CDM-22102); and,
5. THAT this By-law shall come into full force on the day it is passed.

PASSED AND ENACTED this 13th day of December, 2022.

_____

MAYOR

_____

CLERK

Schedule ‘A’ to By-law No. XXX-22

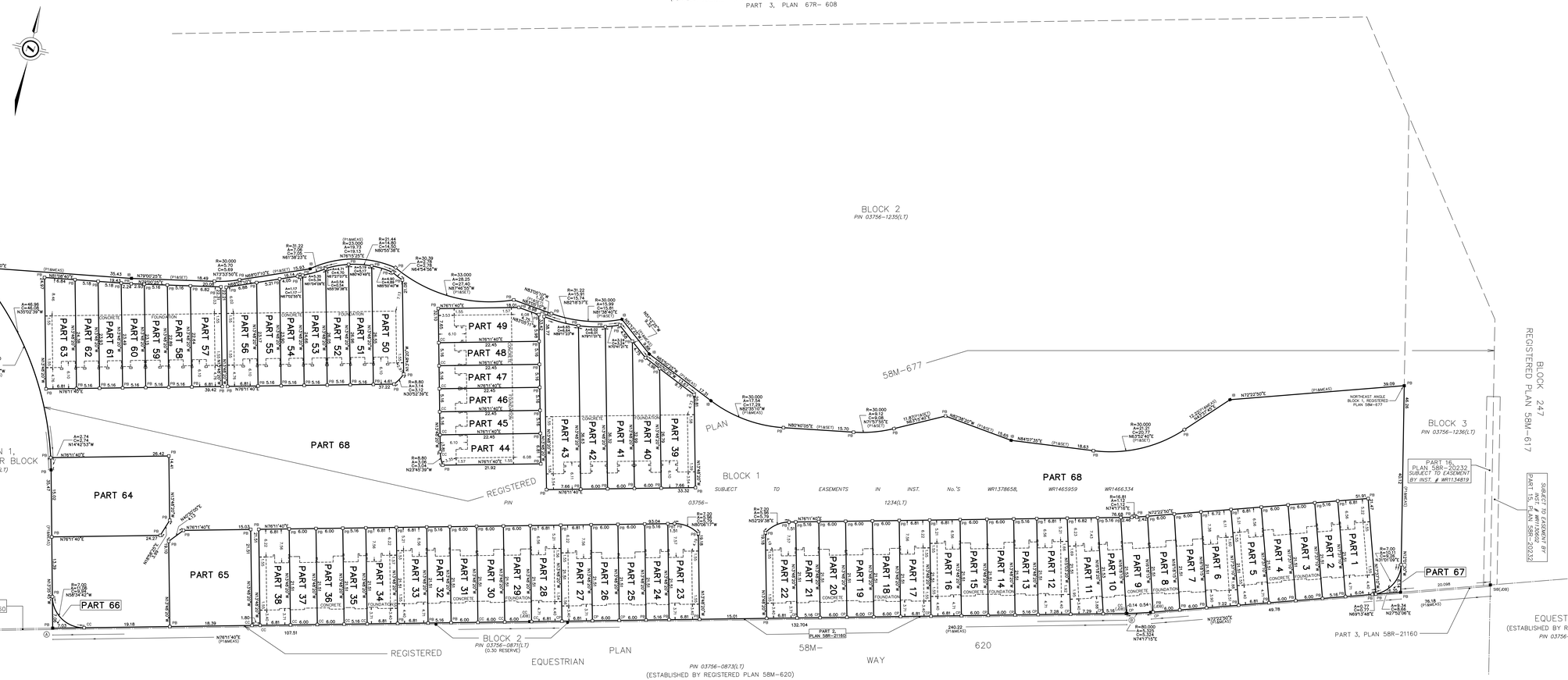
Block 1, Registered Plan No. 58M-677

Parts 1 to 68

Parts and Easements

POTL/LOT	PARTS AND EASEMENTS
1	1
2	2
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POTL/LOT	PARTS AND EASEMENTS
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62	62
63	63
64	64
65	65
66	66, Daylight Triangle
67	67, Daylight Triangle
68	68, Common Element Lands



SCHEDULE			
PART	BLOCK	PLAN	PIN
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34	BLOCK 1	REGISTERED PLAN 58M-677	ALL OF PIN PIN 03756-1234(LT)
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PLAN 58R-21561

Received and deposited

October 26th, 2022

Samantha Jagasar

Representative for the Land Registrar for the Land Titles Division of Waterloo (No.58)

PLAN OF SURVEY OF

BLOCK 1
REGISTERED PLAN 58M-677
CITY OF CAMBRIDGE
REGIONAL MUNICIPALITY OF WATERLOO

SCALE 1 : 300

5 0 5 10 20 metres

J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

THE INTENDED PLOT SIZE OF THIS PLAN IS 1500mm IN WIDTH BY 609mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:300

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9995996.

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).

COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	552 598.28	4 807 857.81
ORP (B)	552 531.46	4 807 915.11

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

●	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
PB	DENOTES	PLASTIC BAR
WIT	DENOTES	WITNESS
MEAS	DENOTES	MEASURED
JDB	DENOTES	J.D. BARNES LIMITED
CP	DENOTES	CONCRETE PIN
CP	DENOTES	CONCRETE PIN

ALL FOUND BARS (JDB) UNLESS SHOWN OTHERWISE

ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON OCTOBER 3, 2022.

OCTOBER 4, 2022
DATE

ROB LORD
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2195108

J.D.BARNES LIMITED SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
6273 KING ST. E., R.R#1, KITCHENER, ON., N2P 2J9
T: (519) 578-2220 F: (519) 650-5625 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO.
DH	RL	22-40-552-01

PLOTTED: 10/25/2022 DATED: 9/15/2022

FILE: G:\22-40-552\01\Drawing\22-40-552-01-RPLAN.dgn

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-144-CD Part Lot Control Exemption – Faith Street, Gemini Homes**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Jacqueline Hannemann, MCIP, RPP, Senior Planner – Development
Report No.:	22-144-CD
File No.:	PTLT02/22
Wards Affected:	Ward 7

RECOMMENDATION(S):

THAT Report 22-144-CD Part Lot Control Exemption – Faith Street, Gemini Homes be received;

AND THAT the By-law included as Appendix A to report 22-144-CD be passed which would permit the current blocks in registered Plan of Subdivision 58M-686 to be further divided into separate freehold townhouse lots for individual sale.

EXECUTIVE SUMMARY:

Purpose

- Blocks 9, 10 and 13 are currently blocks in registered Plan of Subdivision 58M-686 in the Southpoint (formerly Bosdale) subdivision.
- The current application before Council is for exemption from part lot control to further divide the blocks into separate freehold townhouse lots for individual sale.

Key Findings

- The Blocks will be divided into 26 individual lots for the construction of 26 townhouse units. The Blocks were not required to go through site plan approval as they are proposed to be freehold townhouse units fronting onto a municipal street that are not part of a condominium.
- The townhouse units are under construction and are close to being complete.

- The By-law, if passed by Council will permit Blocks 9, 10 and 13 within in a registered Plan of Subdivision to be further divided into separate lots for the individual sale of 26 freehold townhouse units for up to two years.

Financial Implications

- The planning application fee for part lot control exemption in the amount of $11,180 has been paid to the City to process the application.
- There are no additional financial impacts due to this application. The financial impacts have been addressed through the previous plan of subdivision.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Not Applicable

Program: Development Approvals

Core Service: Part Lot Control Exemption Applications

BACKGROUND:

Part Lot Control General Information

Part lot control exemption is another form of land division in addition to plans of subdivision and severances. Section 50(7) of the Planning Act allows a municipality to pass a by-law that excludes lands within a registered plan of subdivision from the Planning Act 's part lot control regulations. This allows a land owner to divide parts of blocks and lots within a registered plan of subdivision for land for sale, conveyance, lease or mortgage, make minor boundary adjustments, or establish maintenance easements by way of a Reference Plan. Exemption from part-lot control is appropriate when a number of land transactions are involved, but the resulting changes will not affect the nature or character of the subdivision or development.

Exemptions from part lot control are used to create individual lots for single detached, semi-detached and townhouse dwelling units while ensuring that the common centre wall between two dwelling units is constructed on the property line.

An approved part lot control exemption by-law is in place for two years. After that, the by-law expires and the part lot control regulations of the Planning Act come back into effect and no further division of the land can occur without a severance application.

If Council does not agree with staff's recommendation to approve the part lot control exemption application and corresponding by-law, the property could not be divided into smaller freehold lots for individual sale and ownership. The townhouse units could continue as a cluster development on Blocks 9, 10 and 13 on Registered Plan 58M-686 but could not be sold as individual freehold lots.

ANALYSIS:

The subject properties are Blocks 9, 10 and 13 on Registered Plan 58M-686 and are located along and front onto Faith Street. If the exemption to part lot control is approved by Council, and the blocks are permitted to be further subdivided, each lot created will be given separate municipal address along Faith Street.

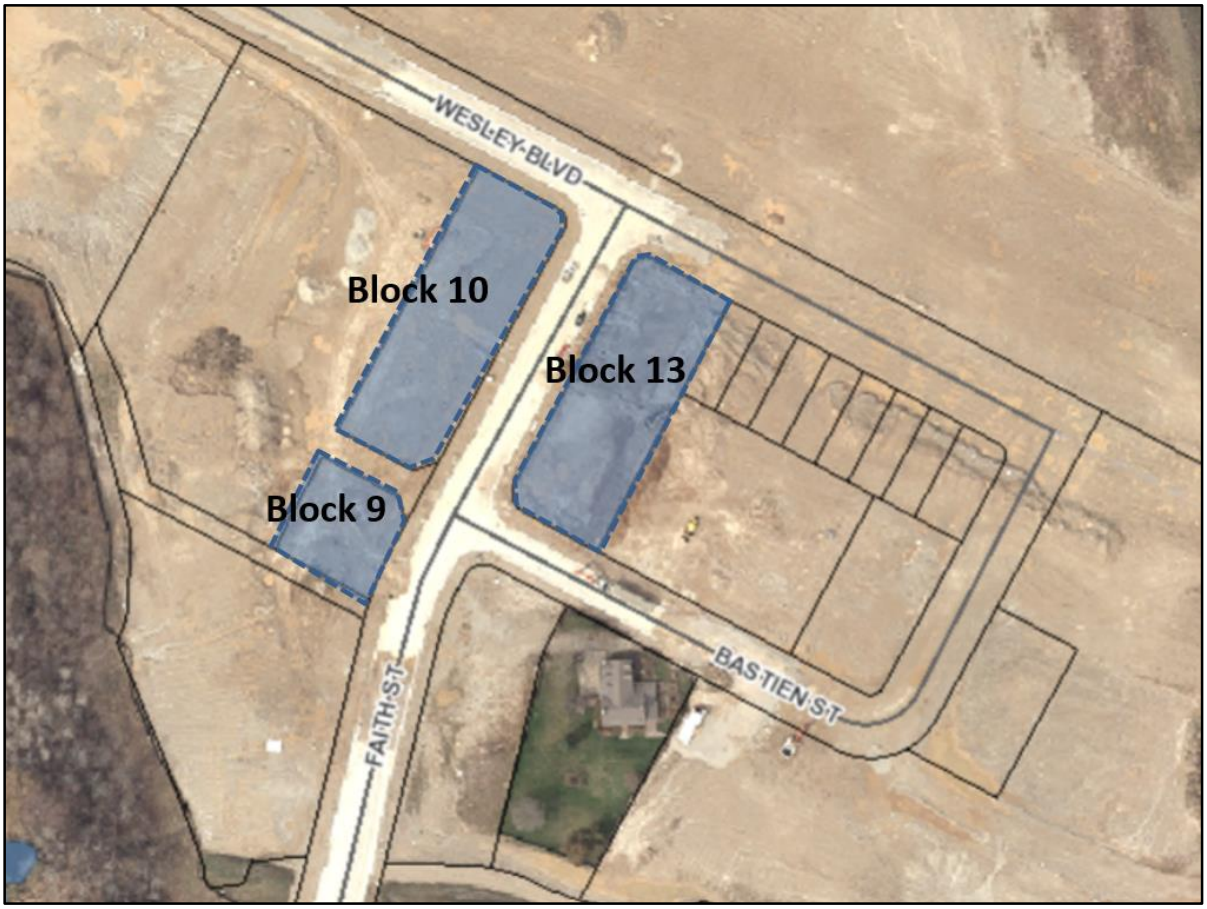


Figure 1 – Location Map

The subject Blocks (9, 10 and 13) were created through the approval and registration of the Southpoint Subdivision (file number 30T-13103). These Blocks were always proposed to become street fronting townhouse units within the subdivision with the intention that exemption from part lot control would create the individual lots.

The City granted building permits for the townhouses and the construction of these units is well underway. Building permits can be granted as soon as a subdivision is registered.

The application for exemption from part lot control is now required to further divide the subject blocks into individual lots (one lot per townhome), which would allow each separate townhome unit to be sold to a purchaser who would own that individual lot. Block 9 would be divided into four lots, Block 10 would be divided into twelve lots and Block 13 would be divided into ten lots for a total of twenty-six lots and units.

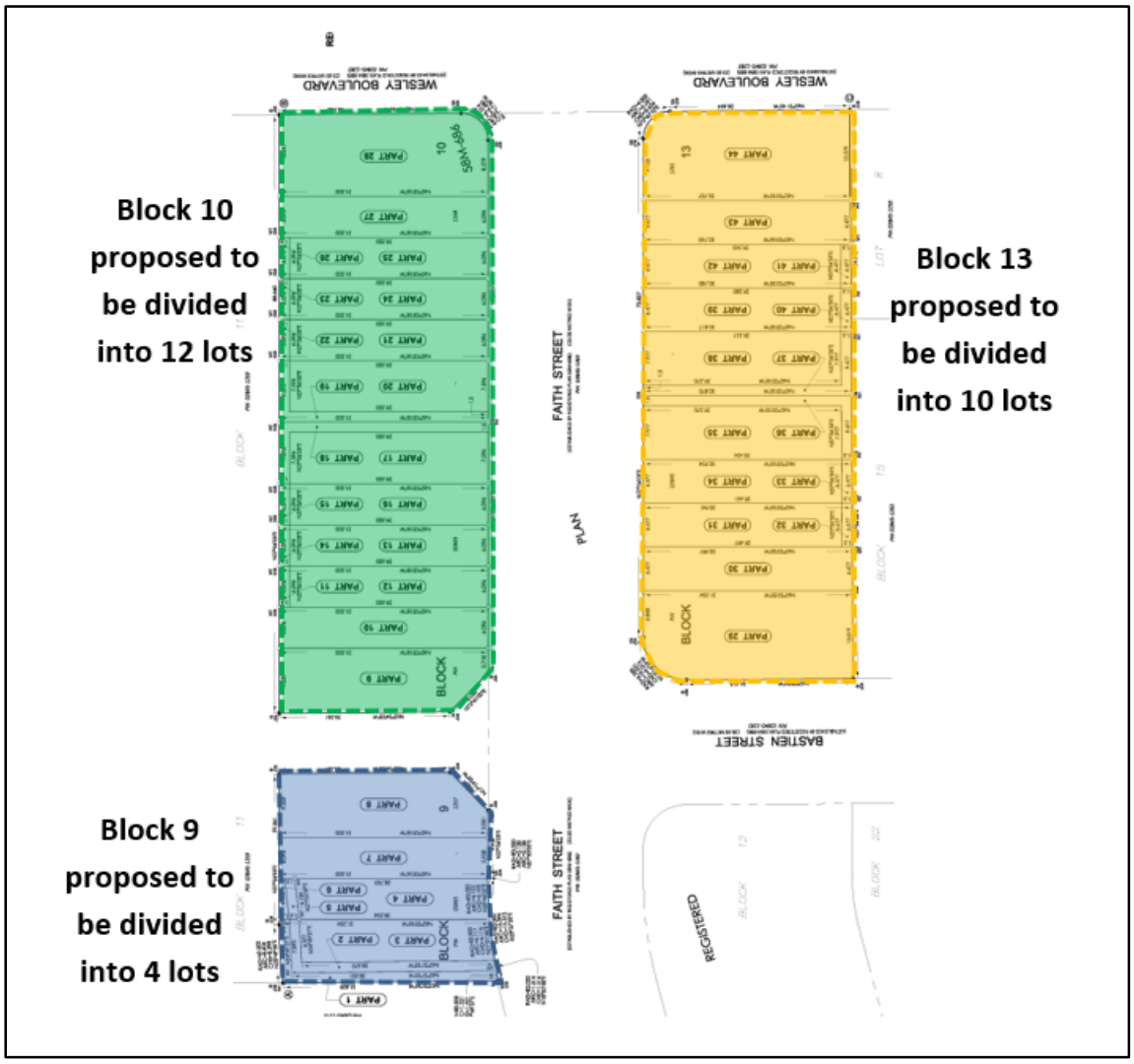


Figure 2 – Proposed lots to be created through this application

Applications for exemption from part lot control are usually submitted after construction begins and the building foundations are approved. This makes it is easier to determine accurate property boundaries between units.

The application for exemption from part lot control is consistent with the registered plan of subdivision.

EXISTING POLICY / BY-LAW(S):

Planning Act

Section 50(7) of the Planning Act allows a municipality to pass a by-law that excludes lands within a Registered Plan of Subdivision from the Planning Act 's Part Lot Control regulations. This allows a land owner to divide parts of blocks and lots within a registered plan of subdivision. Council approval of the by-law is required to allow the exemption from Part Lot Control for up to two years.

City of Cambridge Official Plan 2012 (as amended)

The lands are designated Medium High Density Residential

City of Cambridge Zoning By-law 150-85 (as amended)

The lands are zoned RM4 s.4.1.372

FINANCIAL IMPACT:

There are no financial impacts due to this application. The financial impacts have been addressed through the previous plan of subdivision process.

PUBLIC VALUE:

Not applicable.

ADVISORY COMMITTEE INPUT:

Not applicable.

PUBLIC INPUT:

This application does not require public notification or public input. This report has been posted publicly as part of the report process.

INTERNAL / EXTERNAL CONSULTATION:

The applicant provided the planning Division with a draft copy of the reference plan for review. The draft reference plan was reviewed in conjunction with the registered plan of subdivision and deemed to be in conformity with the approved subdivision.

The application was circulated to Building Services, Development Engineering Division, Legal Services and the Region of Waterloo. No comments or action items were raised in regard to the application.

Legal Services reviewed the Schedule A to the draft By-law and has confirmed the parts have been listed in accordance with the draft reference plan.

After review of the application and draft reference plan, the draft reference plan was deposited to the Land Registry Office by the applicant.

CONCLUSION:

City of Cambridge Development Planning Staff recommends that Council pass the attached by-law to permit part lot control exemption on the subject lands which include Blocks 9, 10 and 13 on Registered Plan of Subdivision 58M-686 until December 13, 2024. The application for part lot control exemption meets the intent of the registered plan of subdivision, represents good planning and will create 26 freehold townhouse lots as was anticipated through the previously approved plan of subdivision process.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **Yes**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-144-CD Appendix A – Draft By-law for Exemption to Part Lot Control

2. 22-144-CD Appendix B – Reference Plan 58R-21517

3. 22-144-CD Appendix C – Approved Plan of Subdivision 58M-686

BY-LAW XXX-22

of the

CORPORATION OF THE CITY OF CAMBRIDGE

Being a by-law of the Corporation of the City of Cambridge to exempt certain lots or blocks pursuant to subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended (Part Lot Control Exemption) – Block 9, 10 and 13 on Registered Plan 58M-686

WHEREAS subsection 50(7) of the Planning Act R.S.O. 1990, c. P.13, as amended, provides that a municipal Council may by by-law provide that subsection 50(5) of the Planning Act R.S.O. 1990 c.P.13, as amended (Part Lot Control) does not apply to land within plans or parts of plans designated in the by-law and that when the by-law is approved by the appropriate approval authority, subsection 50(5) ceases to apply to the lands therein described:

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT Subsection 50(5) of the Planning Act R.S.O 1990, c.P.13, as amended, shall not apply to Block 9, 10 and 13 on Registered Plan No. 58M-686;

2. THAT this by-law shall be restricted in its application only to divide the blocks and create easements as cited in accordance with Reference Plan No. 58R-21517 and Schedule ‘A’ attached hereto;
3. THAT this by-law shall remain in force and effect for a period of two (2) years from the date of its passing and shall expire on **December 13th, 2024;**
4. THAT this By-law shall come into full force on the day it is passed.

PASSED AND ENACTED this 13th day of December, 2022.

_____

MAYOR

_____

CLERK

Schedule ‘A’ to By-law No. XXX-22

Block 9, Registered Plan No. 58M-686

Parts 1 to 8

Parts and Proposed Easements

LOT	PARTS AND EASEMENTS
1	Parts 1, 2 and 3 – subject to access easement over Part 2, in favor of Parts 4, 5, 6 and 7
2	Parts 4, 5 and 6 – subject to access easement over Part 5, in favor of Part 7 Together with access over Part 2
3	Part 7 Together with access over Parts 2 and 5
4	Part 8

Block 10, Registered Plan No. 58M-686

Parts 9 through 18

Parts and Proposed Easements

LOT	PARTS AND PROPOSED EASEMENTS
1	Part 9
2	Part 10 Together with access over Parts 11, 14, 15 and 18
3	Parts 11 and 12 – subject to access easement over Part 11, in favor of Part 10 Together with access over Parts 14, 15 and 18
4	Parts 13 and 14 – subject to access easement over Part 14, in favor of Parts 11 and 12, 10 Together with access over Parts 15 and 18
5	Parts 15 and 16 – subject to access easement over Part 15, in favor of Parts 13 and 14, 11 and 12, 10 Together with access over Part 18
6	Parts 17 and 18 – subject to access easement over Part 18, in favor of Parts 15 and 16, 13 and 14, 11 and 12, 10

Block 10, Registered Plan No. 58M-686

Parts 19 through 28

Parts and Proposed Easements

LOT	Parts and Proposed Easements
1	Parts 19 and 20 – subject to access easement over Part 19, in favor of Parts 21, 22, 23 and 24, 25 and 26, 27
2	Parts 21 and 22 – subject to access easement over Part 22, in favor of Parts 23 and 24, 25 and 26, 27 Together with access over Part 19
3	Parts 23 and 24 – subject to access easement over Part 23, in favor of Parts 25 and 26, 27 Together with access over Parts 19 and 22
4	Parts 25 and 26 – subject to access easement over Part 26, in favor of Part 27 Together with access over Parts 19, 22 and 23
5	Part 27 Together with access over Parts 19, 22, 23 and 26
6	Part 28

Block 13, Registered Plan No. 58M-686

Parts 29 through 36

Parts and Proposed Easements

Lots	Parts and Proposed Easements
1	Part 29
2	Part 30 Together with access over Parts 32, 33 and 36
3	Parts 31 and 32 – subject to access easement over Part 32, in favor of Part 30 Together with access over Parts 33 and 36
4	Parts 33 and 34 – subject to access easement over Part 33, in favor of Parts 31 and 32, 30 Together with access over Part 36
5	Parts 35 and 36 – subject to access easement over Part 36, in favor of Parts 33 and 34, 31 and 32, 30

Block 13, Registered Plan No. 58M-686

Parts 37 through 44

Parts and Proposed Easements

Lots	**Parts and Proposed Easements**
1	Parts 37 and 38 – subject to access easement over Part 37, in favor of Parts 39 and 40, 41 and 42, 43
2	Parts 39 and 40 – subject to access easement over Part 40, in favor of Parts 41 and 42, 43 Together with access over Part 37
3	Parts 41 and 42 – subject to access easement over Part 41, in favor of Part 43 Together with access over Parts 37 and 40
4	Part 43 Together with access over Parts 37, 40 and 41
5	Part 44

SCHEDULE

PART	LOT / BLOCK	PLAN	PIN	AREA m²
1	ALL OF BLOCK 9	58M-686	ALL OF PIN 03845-1257	59.34
2				54.79
3				176.68
4				173.30
5				9.14
6				7.01
7				188.98
8				278.38
9	ALL OF BLOCK 10	58M-686	ALL OF PIN 03845-1258	278.63
10				188.98
11				9.14
12				179.83
13				179.83
14				9.14
15				9.14
16				179.83
17				224.08
18				57.89
19	ALL OF BLOCK 10	58M-686	ALL OF PIN 03845-1258	57.89
20				224.08
21				179.83
22				9.14
23				179.83
24				179.83
25				179.83
26				9.14
27				188.98
28				374.28
29	ALL OF BLOCK 13	58M-686	ALL OF PIN 03845-1261	399.22
30				200.88
31				190.94
32				9.72
33				9.72
34				190.70
35				234.46
36				58.28
37	ALL OF BLOCK 13	58M-686	ALL OF PIN 03845-1261	58.20
38				234.10
39				189.77
40				9.72
41				9.72
42				189.53
43				199.01
44				403.14

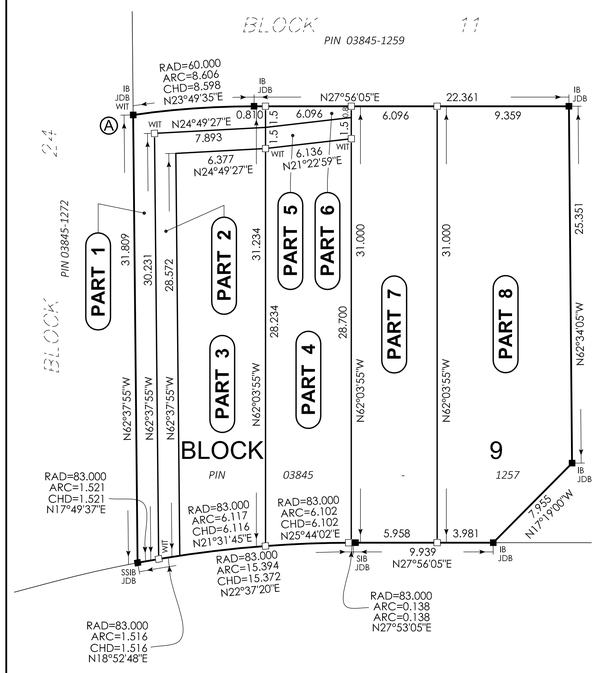
PLAN 58R-21517

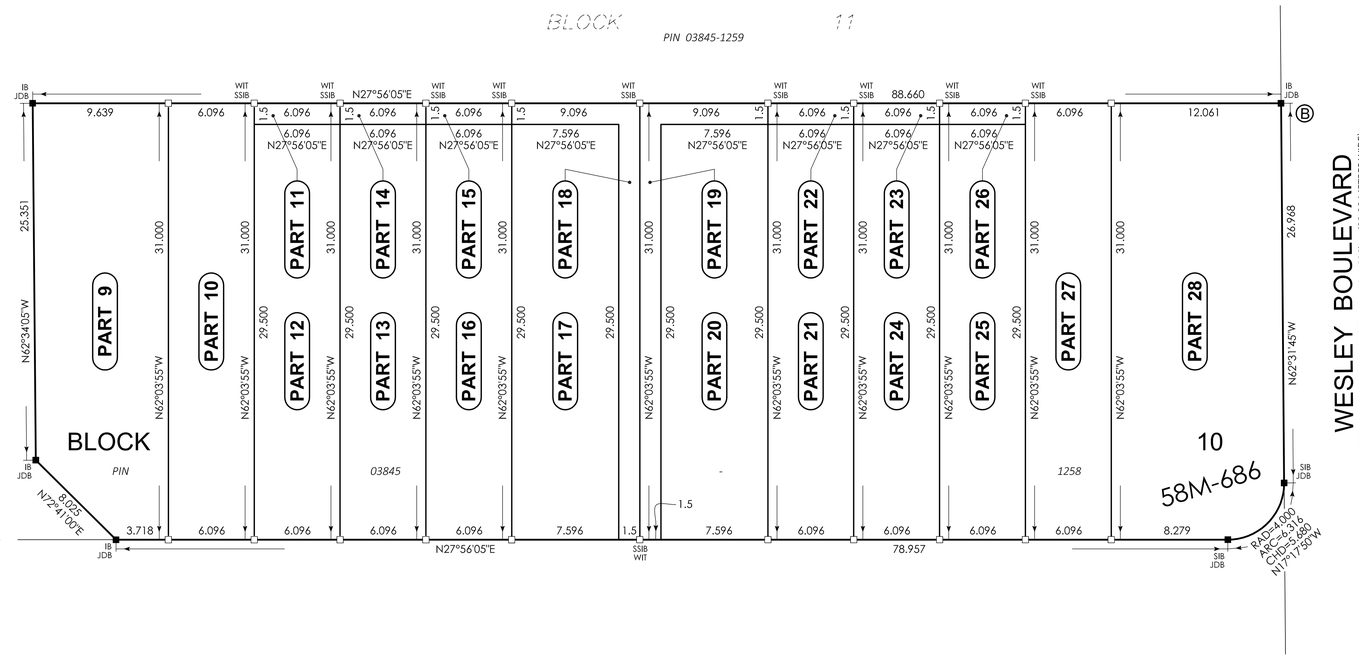
Received and deposited

August 24th, 2022

Dayna Spencer

Representative for the Land Registrar for the Land Titles Division of Waterloo (No.58)





PLAN OF SURVEY OF

BLOCKS 9, 10 AND 13, REGISTERED PLAN 58M-686 CITY OF CAMBRIDGE REGIONAL MUNICIPALITY OF WATERLOO

SCALE 1 : 200

0 5 10 15 meters

VAN HARTEN SURVEYING INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 508mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:200

BEARING AND COORDINATE NOTE:

1. BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION, ZONE 17, NAD 83 (CSRS-2010) ADJUSTMENT.
2. DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY AN AVERAGED COMBINED SCALE FACTOR OF 0.999603.
3. COORDINATES ON THIS PLAN ARE UTM, ZONE 17, NAD83 (CSRS-2010) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PERMANENT GPS REFERENCE STATIONS.

UTM COORDINATES (METRES)		
POINT ID	NORTHING	EASTING
A	4,799,919.05	558,949.22
B	4,800,032.92	559,008.90
C	4,799,993.89	559,083.96

THESE COORDINATE VALUES COMPLY WITH SECTION 14(2) O.REG 216/10. THESE COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND:

—□—	DENOTES SURVEY MONUMENT SET
—■—	DENOTES SURVEY MONUMENT FOUND
SIB	DENOTES .025 x .025 x 1.20 STANDARD IRON BAR
IB	DENOTES .015 x .015 x 0.60 IRON BAR
SSIB	DENOTES .025 x .025 x 0.60 SHORT STANDARD IRON BAR
RP	DENOTES .015 DIA. X 0.07 ROUND IRON BAR WITH STAMPED WASHER
PB	DENOTES .025 x .025 x 0.30 PLASTIC BAR
CC	DENOTES CUT CROSS
WIT	DENOTES WITNESS
OU	DENOTES ORIGIN UNKNOWN
VH	DENOTES VAN HARTEN SURVEYING INC., O.L.S.'s
JDB	DENOTES J.D. BARNES, O.L.S.'s

NOTE

ALL BARS SET ARE IB UNLESS OTHERWISE NOTED

ALL BARS ARE (VH) UNLESS OTHERWISE NOTED

SURVEYOR'S CERTIFICATE:

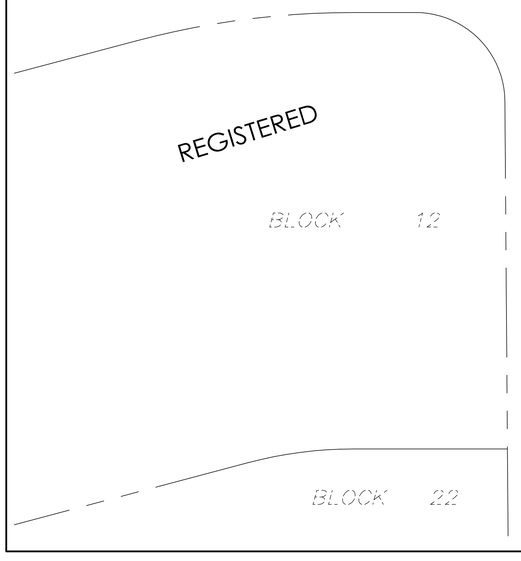
I CERTIFY THAT:

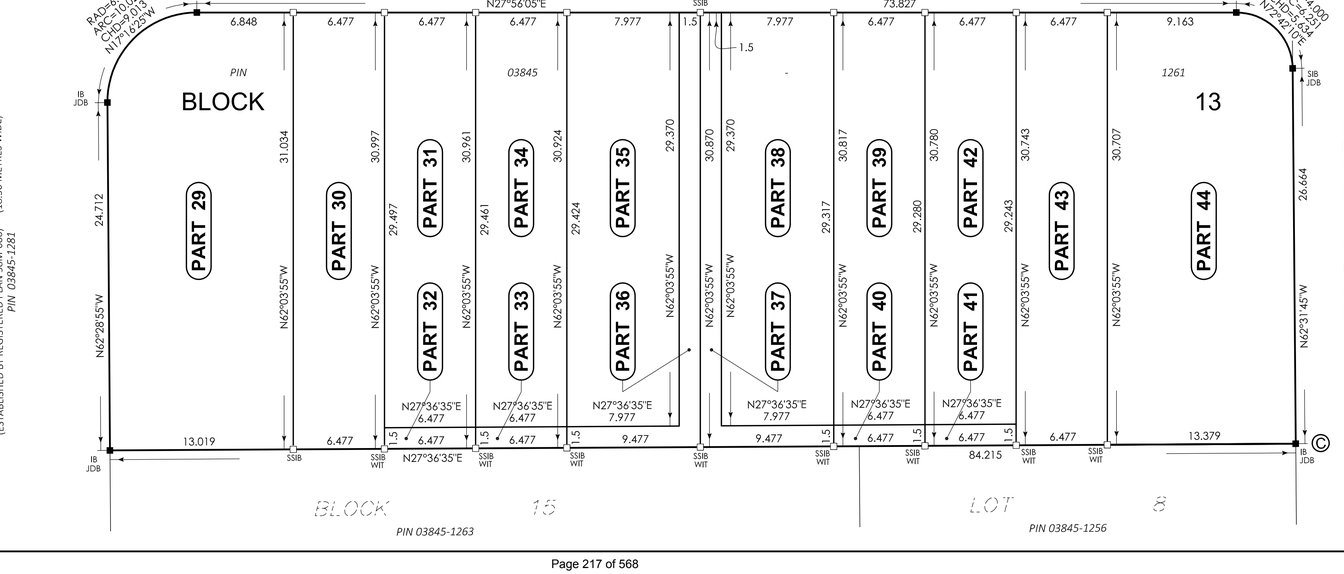
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 8th DAY OF JULY, 2022

DATE: JULY 11, 2022

JOHN S. SCOTT
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2196131.





Van Harten SURVEYING INC.
LAND SURVEYORS and ENGINEERS

Kitchener/Waterloo	Guelph	Orangeville
Ph: 519-742-8371	Ph: 519-821-2763	Ph: 519-940-4110

www.vanharten.com info@vanharten.com

DRAWN BY:	CHECKED BY:	PROJECT No.
TML	JSS	29846-21

Aug 18,2022-11:20am
G:\JOOBASEPLANS\58M-686 Cambridge (South Point)\ACAD\REFERENCE PLAN (58M-686).dwg

PLAN 58M-686

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF WATERLOO (No. 58)
AT 16:37 O'CLOCK ON THE 3rd DAY
OF JUNE, 2021 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER(S) 03845-1079
AND 03845-1080
AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. WR1441868

J. Steinhaus
REPRESENTATIVE FOR THE LAND REGISTRAR

THIS PLAN COMPRISES PART OF PIN 03845-1079 (LT) AND PART OF PIN 03845-1080 (LT)

PART OF BLOCKS 9, 13, 15, 17, 19, 20, 24, 31 AND PART OF FAITH STREET AND BASTIEN STREET, AND ALL OF BLOCKS 12 AND 22 ARE SUBJECT TO AN EASEMENT AS IN 1331728.

PART OF BLOCK 23 IS SUBJECT TO AN EASEMENT AS IN WR1427414

PLAN OF SUBDIVISION OF

PART OF LOT 3, CONCESSION 9

AND

PART OF LOTS 3 AND 4 CONCESSION 10

AND

PART OF ROAD ALLOWANCE BETWEEN CONCESSIONS 9 AND 10 (CLOSED BY BY-LAW WS573834)

GEOGRAPHIC TOWNSHIP OF NORTH DUMFRIES
NOW IN THE
CITY OF CAMBRIDGE
REGIONAL MUNICIPALITY OF WATERLOO

SCALE 1 : 1000
20 0 20 40 60 metres

J. D. BARNES LTD.

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

OWNER'S CERTIFICATE - PLAN OF SUBDIVISION

THIS IS TO CERTIFY THAT:

1. LOTS 1 TO 8, BOTH INCLUSIVE, BLOCKS 9 TO 25 BOTH INCLUSIVE, THE STREETS NAMELY: WESLEY BOULEVARD, BASTIEN STREET, AND FAITH STREET THE STREET WIDENINGS NAMELY BLOCK 26 AND 0.3m RESERVES NAMELY BLOCKS 27 TO 31 BOTH INCLUSIVE, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
2. THE STREETS NAMELY BASTIEN STREET, FAITH STREET AND WESLEY BOULEVARD ARE HEREBY DEDICATED TO THE CITY OF CAMBRIDGE.
3. THE STREET WIDENING NAMLEY BLOCK 26 IS HEREBY DEDICATED TO THE REGIONAL MUICIPALITY OF WATERLOO.

DATED THIS 4th DAY OF May 2021

2599745 ONTARIO INC.

MIKE PUOPOLO, PRESIDENT
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999625.

ORIGIN OF FOUND MONUMENTS ARE J.D. BARNES, UNLESS NOTED OTHERWSE.

ALL SET SURVEY MONUMENTS ARE PLASTIC BARS, UNLESS NOTED OTHERWISE.

ALL SET SSIB AND PIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

DISTANCES SHOWN ON CURVED LIMITS ARE ARC MEASUREMENTS.

INTEGRATION DATA

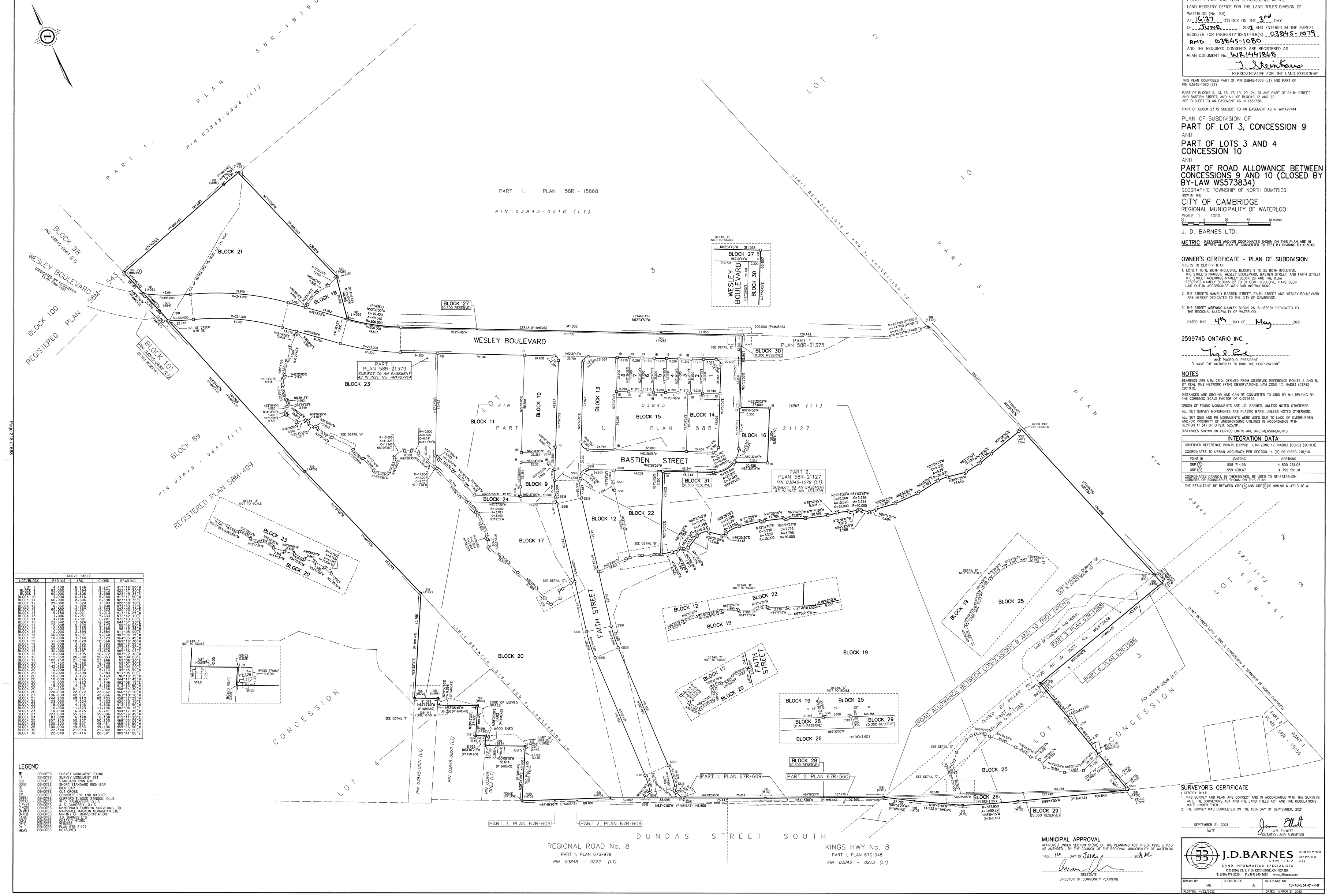
OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0).

COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	558 714.55	4 800 261.08
ORP (B)	559 438.67	4 799 591.01

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

THE RESULTANT TIE BETWEEN ORP (A) AND ORP (B) IS 986.96 N 47°13'10" W



CURVE TABLE				
LOT/BLOCK	RADIUS	ARC	CHORD	BEARING
LOT 1	4.400	6.946	6.247	N17°18'20"W
BLOCK 9	83.000	15.394	15.372	N22°37'20"E
BLOCK 9	60.000	8.606	8.598	N23°49'35"E
BLOCK 10	4.000	6.316	5.680	N71°17'50"W
BLOCK 11	60.000	9.606	9.598	N23°48'35"E
BLOCK 12	92.000	7.503	7.501	N20°30'10"E
BLOCK 12	6.500	9.928	9.045	N62°30'10"E
BLOCK 13	65.000	15.787	15.748	N24°43'35"E
BLOCK 13	6.150	10.021	9.013	N71°18'25"W
BLOCK 13	4.000	6.251	5.634	N72°42'10"E
BLOCK 14	4.000	6.881	6.201	N72°43'05"E
BLOCK 16	22.340	13.026	12.842	N44°37'20"E
BLOCK 17	10.000	5.232	5.173	N5°45'50"W
BLOCK 17	10.000	3.894	3.869	N8°15'35"W
BLOCK 19	30.000	9.297	9.260	N81°04'15"W
BLOCK 19	30.000	9.297	9.260	N81°04'15"W
BLOCK 19	10.000	3.544	3.529	N64°03'45"W
BLOCK 19	31.000	10.620	10.568	N69°18'30"W
BLOCK 19	30.000	3.795	3.793	N66°52'25"W
BLOCK 19	30.000	3.562	3.560	N73°37'40"W
BLOCK 19	30.000	13.797	13.676	N85°36'05"E
BLOCK 19	30.000	9.480	9.443	N83°52'20"E
BLOCK 19	119.053	20.556	20.529	N87°08'00"E
BLOCK 19	103.450	20.556	20.526	N87°08'00"E
BLOCK 20	77.450	16.380	16.349	N5°07'50"W
BLOCK 20	142.550	24.897	24.865	N8°04'00"E
BLOCK 20	10.000	5.232	5.173	N5°45'50"W
BLOCK 20	10.000	3.894	3.884	N11°05'00"E
BLOCK 20	10.000	3.163	3.149	N61°19'25"W
BLOCK 20	10.000	6.875	6.741	N44°17'45"W
BLOCK 20	10.000	6.875	6.741	N44°17'45"W
BLOCK 20	18.000	4.145	4.136	N83°18'50"W
BLOCK 20	221.200	81.701	81.238	N58°54'30"W
BLOCK 20	200.500	72.672	72.662	N64°32'10"W
BLOCK 21	196.800	42.951	42.866	N63°10'10"W
BLOCK 21	244.200	89.910	89.403	N58°52'25"W
BLOCK 22	29.000	7.524	7.503	N20°30'10"E
BLOCK 23	10.000	11.823	11.149	N83°08'15"E
BLOCK 23	10.000	11.823	11.149	N83°08'15"E
BLOCK 23	10.000	6.875	6.741	N44°17'45"W
BLOCK 24	217.000	55.237	55.096	N55°26'45"W
BLOCK 24	83.000	6.140	6.138	N15°11'20"E
BLOCK 26	857.950	50.237	50.230	N68°05'05"W
BLOCK 26	200.500	49.607	49.481	N55°26'50"W
BLOCK 26	200.500	49.133	49.458	N55°26'50"W
BLOCK 30	22.340	21.910	21.062	N89°25'20"E
BLOCK 30	22.340	21.414	20.581	N89°41'05"W

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SSIB	DENOTES	STANDARD IRON BAR
PIB	DENOTES	PLASTIC STANDARD IRON BAR
IB	DENOTES	IRON BAR
CC	DENOTES	CUT CROSS
CP	DENOTES	CONCRETE PIN AND WASHER
(999)	DENOTES	CLIFFORD ELWOOD STINSON, O.L.S.
(994)	DENOTES	W. D. BRUBACHER, O.L.S.
(1192)	DENOTES	J. S. CAMPBELL, O.L.S.
(1426)	DENOTES	MacDONALD TAMBLYN SURVEYING LTD.
(MMM)	DENOTES	MARSHALL MACKLIN MONAGHAN LTD.
(MTO)	DENOTES	MINISTRY OF TRANSPORTATION
(JDB)	DENOTES	J.D.BARNES LTD.
(OH)	DENOTES	UTILITY HYDRO
(WT)	DENOTES	WITNESS
PT	DENOTES	PLAN 67R-21127
MEAS	DENOTES	MEASURED

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 10th DAY OF SEPTEMBER, 2021

SEPTEMBER 21, 2021
DATE

J.R. ELLIOTT
ONTARIO LAND SURVEYOR

MUNICIPAL APPROVAL

APPROVED UNDER SECTION 51(58) OF THE PLANNING ACT, R.S.O. 1990, c P.13 AS AMENDED , BY THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WATERLOO
THIS 15th DAY OF June 2021

DELEGATE
DIRECTOR OF COMMUNITY PLANNING

J.D.BARNES LIMITED — SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
4373 KING ST. E, #100, KITCHENER, ON, N2P 2E9
T: (519) 576-2220 F: (519) 650-5623 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO.:
TAB	JE	18-40-534-01-PH1
PLOTTED: 4/22/2022		DATED: MARCH 21, 2022

FILE: G:\18-40-534\01\Drawing\mp84053401-ph1.dgn

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**2023 Interim Tax Levy**
Submitted By:	Sheryl Ayres, Chief Financial Officer
Prepared By:	Wade Novak, Manager of Revenue and Service Cambridge
Report No.:	22-061-CRS
File No.:	C1101
Wards Affected:	All Wards

RECOMMENDATION(S):

THAT Report 22-061-CRS (2023 Interim Tax Levy) be received;

AND THAT the Interim Tax Levy By-law be passed.

EXECUTIVE SUMMARY:

Purpose

Section 317 of the Municipal Act, 2001, provides that a local municipality shall each year, pass a by-law for the purpose to levy and collect the interim property taxes.

Key Findings

The tax levy will be billed across the assessment base by rates for each property class as outlined in Schedule A of the Tax Levy Bylaw.

Financial Implications

Section 317 of the Municipal Act provides municipalities with the authority to levy interim property taxes in an amount not to exceed 50% of the total amount of taxes levied for the prior year.

The interim levy will raise $49,900,974 in taxation, approximately 49.50% of prior year taxes. This will ensure the requirement not to exceed 50% of the prior year taxes levied.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): Not Applicable

Strategic Action: Not Applicable

Program: Finance

Core Service: Billing and Collection

The interim tax levy will provide the City with approximately 49.50% of the funds required to meet our 2023 financial obligations

BACKGROUND:

Section 317 of the Municipal Act, 2001, allows a municipality to levy, on all rateable properties, an interim tax levy. The amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

To enable the City to bill and collect the 2023 interim tax levy, Council approval of the 2023 Interim Tax Levy By-law is required.

ANALYSIS:

In January 2023, staff will commence the billing process for 2023 interim taxes. The instalment due dates for the interim levy for property taxes will be set as March 1, 2023 and May 1, 2023.

The interim tax levy provides revenue to the City to meet financial obligations until the annual budget is approved and final taxes are levied in May 2023.

EXISTING POLICY / BY-LAW(S):

Section 317 of the Municipal Act, 2001, provides that a local municipality shall each year, pass a by-law for the purpose to levy and collect the interim property taxes

FINANCIAL IMPACT:

The interim levy is required to provide the necessary cash flow to meet the obligations of the City including interim payments to the Region and School Boards until the annual tax rate can be set and final bills prepared in May 2023.

PUBLIC VALUE:

Does Not Apply

ADVISORY COMMITTEE INPUT:

Not Applicable

PUBLIC INPUT:

Posted publicly as part of the report process.

INTERNAL / EXTERNAL CONSULTATION:

The tax rates on the various property tax classes, as outlined in the Interim Tax Levy Bylaw, are developed in consultation with the Region of Waterloo and area municipalities.

CONCLUSION:

In compliance with section 317 of the Municipal Act, 2001, the Interim Tax Levy By-law has been prepared to levy the required funds for municipal services and meet the obligation of interim payments to the Region and School Boards.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-061-CRS Appendix A – Draft By-law with Rate Schedule

SCHEDULE “A”

TO BY-LAW xxx-22

OF THE

CORPORATION OF THE CITY OF CAMBRIDGE

Code	Name	Rate
CH	Commercial - Taxable at Full Rate, Shared like PIL	0.0042030
CT	Commercial - Taxable at Full Rate	0.0042030
CU	Commercial - Taxable at Excess Land Rate	0.0042030
CX	Commercial - Taxable at Vacant Land Rate	0.0042030
DT	Office Building - Taxable at Full Rate	0.0042030
FT	Farmland - Taxable at Full Rate	0.0005389
GT	Parking Lot - Taxable at Full Rate	0.0042030
I1	Industrial/Farm - Taxable Farm Awaiting Develop Ph 1 Rate	0.0016165
I4	Industrial /Farm - Taxable Farm Awaiting Develop Ph 2 Rate	0.0042030
IH	Industrial - Taxable at Full Rate, Shared like PIL	0.0042030
IK	Industrial - Taxable at Excess Land Rate, Shared like PIL	0.0042030
IT	Industrial - Taxable at Full Rate	0.0042030
IU	Industrial - Taxable at Excess Land Rate	0.0042030
IX	Industrial - Taxable at Vacant Land Rate	0.0042030
LT	Large Industrial - Taxable at Full Rate	0.0042030
LK	Large Industrial - Taxable at Excess Land Rate, Shared Like PIL	0.0042030
LU	Large Industrial - Taxable at Excess Land Rate	0.0042030
M1	Multi-Residential - Taxable Farm Awaiting Develop Ph 1 Rate	0.0016165
MT	Multi-Residential - Taxable at Full Rate	0.0042030
NT	New Multi-Residential - Taxable at Full Rate	0.0021554
PT	Pipelines	0.0025030
R1	Residential/Farm - Taxable Farm Awaiting Develop Ph 1 Rate	0.0016165
RT	Residential and Farm - Taxable at Full Rate	0.0021554
ST	Shopping Centre - Taxable at Full Rate	0.0042030
SU	Shopping Centre - Taxable at Excess Land Rate	0.0042030
TT	Managed Forest - Taxable at Full Rate	0.0005389
HT	Landfill - Taxable Excess Land Rate	0.0033193

To:	COUNCIL (STATUTORY PUBLIC MEETING)
Meeting Date:	**12/13/2022**
Subject:	**Council Appointments to Advisory Committees**
Submitted By:	Danielle Manton, City Clerk
Prepared By:	Maria Barrantes Barreto, Council Committee Services Coordinator
Report No.:	22-074-CRS
File No.:	C1101
Wards Affected:	All Wards

RECOMMENDATION(S):

THAT Report 22-074-CRS Council Appointments to Advisory Committees be received;

AND THAT Appendix A Council Appointments to Advisory Committees be approved.

EXECUTIVE SUMMARY:

Purpose

To confirm the appointments of members of Council to various Advisory Committees for the 2022-2026 term.

Key Findings

Deliberations between Council members and the Mayor were held to discuss suitable appointments. As a result of various discussions, the Mayor considered Council's input and appointed members accordingly.

Financial Implications

There are no financial implications.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): WELLBEING - Connect people to services that support individual and community wellbeing

Strategic Action: Not Applicable

Program: Council Services

Core Service: Council and Citizen Committees

BACKGROUND:

Council appointments to Advisory Committees are completed at the discretion of the Mayor.

Council appointments to committees allow legislators to interact with the community and committee members in an advisory capacity. Legislators gain insights into various issues that directly impact the residents of Cambridge. Council advisory committee participation allows legislators to bring insightful recommendations to future Council meetings, beneficially impacting rapport between residents and Council.

ANALYSIS:

On November 29th, 2022, staff brought forward Council appointments as part of Appendix D of report 22-056-CRS Advisory Committee Review; however, further deliberations were required to finalize the selections.

Procedural By-Law

Following the City of Cambridge's Procedural By-law 133-18, section 4.7, Council representatives play a meaningful role in contributing to Committees and Boards by offering:

1. Applicable skillsets and knowledge;
2. Providing feedback to Council during Council meetings, whenever appropriate; and,
3. Offering updates during scheduled sittings.

Amendments

Based on the recommendation of staff, Council approved the induction of the Advisory Committee Appointment Policy (the "Policy"). The Policy redefined Council's participation and cemented its role as solely advisory without their participation counting towards quorum and revoking voting rights.

Action

Staff respectfully submit Council's approval of the Advisory Committees appointments based on the following considerations:

1. Based on the Terms of Reference for certain committees and boards, the City of Cambridge is bound to comply with Procedural By-Law 133-18, which necessitates the role of a council representative; and
2. The collaboration between Council, committees and boards strengthens ties within the community. By allowing for open and transparent communication between legislators and committee members, Council members receive a holistic and well-informed view of the issues, enabling legislators to act pragmatically in response to shifting circumstances.

EXISTING POLICY / BY-LAW(S):

Not Applicable

FINANCIAL IMPACT:

There are no financial impacts.

PUBLIC VALUE:

Collaboration:

Committee members and residents work collaboratively with appointed Council members for the betterment of the City of Cambridge. The appointment of Council members to advisory committees allows residents to directly provide valuable feedback to legislators, creating a reciprocal relationship founded on open communication and accountability.

Transparency:

Staff ensure that residents and potential future committee members are allowed to participate equitably. By using open and inclusive media channels, such as social media, radio and newspaper advertisements, we use all available resources to recruit diverse candidate pools based on lived experiences, education and skill set. The appointment process is completed in consultation with staff to promote committees and boards indicative of the diversity within the City of Cambridge.

ADVISORY COMMITTEE INPUT:

Advisory Committees Consulted:

N/A

PUBLIC INPUT:

N/A

INTERNAL / EXTERNAL CONSULTATION:

The Mayor individually consulted with Council members in the eight (8) wards to determine Advisory Committee appointments based on background, lived experience and genuine enthusiasm.

CONCLUSION:

Based on the consultations between the Mayor and Council, staff respectfully recommend the approval of Council appointments to Advisory Committees for the 2022-2026 term.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-074-CRS Appendix A – Council Appointments to Advisory Committees

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**Hespeler Village Core Area Parking Study**
Submitted By:	Kevin De Leebeeck, Director of Engineering
Prepared By:	Sian Younan, Transportation Engineering Technologist
Report No.:	22-118-CD
File No.:	A/00734-20
Wards Affected:	Ward 2

RECOMMENDATION(S):

THAT Report 22-118-CD, Hespeler Village Core Area Parking Study be received;

AND THAT Council endorse the findings and recommendations of the Hespeler Village Core Area Parking Study.

EXECUTIVE SUMMARY:

Purpose:

The purpose of this report is to update Council regarding the completion of the Hespeler Village Core Area Parking Study and to seek endorsement of the Study findings and recommendations.

Key Findings:

- The primary focus of the study was to determine if existing parking infrastructure is able to accommodate current and future parking demand;
- It was found that no additional parking supply is required to satisfy parking demand under existing conditions;
- The two currently planned future residential developments within the Hespeler core area will have limited impact on public parking demand;
- A sensitivity analysis was completed to evaluate future parking demand and found that the existing parking supply is adequate until 2041 under the base population growth rate scenario of 0.3%;
- This analysis also found under the 1.2% population growth rate scenario that the existing parking supply is projected to satisfy future parking demand until 2029;

- Based on the study findings it was determined that the need for additional parking supply is not warranted at this time to satisfy projected future parking demand within the Hespeler Village Core Area;
- The average parking duration observed in a majority of the on-street and off-street parking areas exceeded the parking time limit regulations;
- It is recommended that the City consider introducing parking management strategies to transfer the demand of high utilized parking areas to lower utilized parking areas;
- Minor modification of pavement markings related to accessible parking stalls within the off-street municipal parking lots is required in order to comply with City Design Standards;
- Public engagement was conducted through Engage Cambridge and a parking survey with eleven (11) questions. The survey had 211 participants.

Financial Implications:

The cost to modify the municipal parking lot pavement markings to achieve compliance with accessible design standards is approximately $2,500 and would be funded from the 2023 Transportation Operating Budget.

STRATEGIC ALIGNMENT:

☒ Strategic Action; or
☐ Core Service

Objective(s): STRONG CORES - Create an inviting downtown that connects and complements core areas and neighbhourhoods where people want to live and visit

Strategic Action: Establish our core areas as attractive destinations

Program: Not Applicable

Core Service: Not Applicable

Parking Management and infrastructure is an integral component to creating strong core areas that are welcoming to both residents and visitors of the City. Planning for the future also assists in developing core areas as attractive destinations.

BACKGROUND:

In December 2021, the City of Cambridge retained CIMA+ to complete the Hespeler Village Core Area Parking Study, a comprehensive evaluation of the parking needs and infrastructure servicing the Hespeler Village Core Area. Figure 1 below outlines the Study area.

The primary focus of this study was to determine if the existing parking infrastructure can accommodate the current and future parking demand within the Hespeler Core Area. An accessibility assessment was as completed to identify any deficiencies in relation to accessible parking.

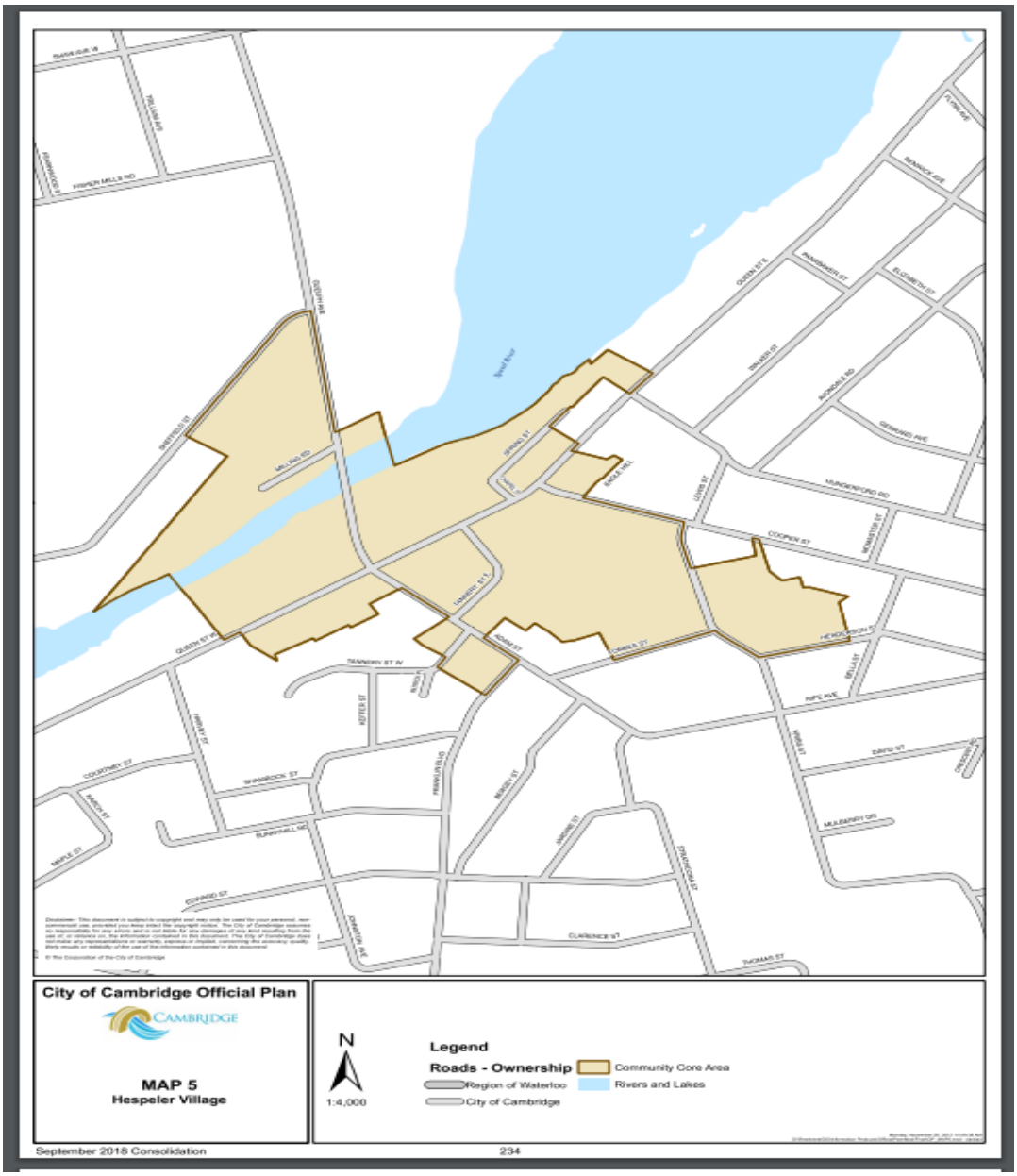


Figure 1: Study Area

ANALYSIS:

The Hespeler Village Core Area Parking Study assessed three off-street parking lots as well as marked and unmarked on-street parking locations within the core area. The key initiatives of this study included:

- A Physical Parking Supply Assessment;
- Analysis of Existing Parking Operations;
- Analysis of Projected Parking Operations;
- A Core Centre Accessibility Assessment;
- Public Engagement; and
- Recommendations for Better Access and Parking Management

A brief overview of the study findings and recommendations is outlined below. More details can be found in the Hespeler Village Core Area Parking Study – Executive Summary, attached as Appendix A. In addition, a copy of the full report can be found on the City's website at https://www.engagewr.ca/hespelercoreparking

Existing Parking Supply and Operations

Within the study area, there are several on-street and off-street municipal parking locations. It should be noted that although the study area cuts across the Sheffield Street parking area, all 96 parking spaces have been included in the study as they are all reachable from the core area. Table 1 summarizes the number of available spaces within the Study area.

Table 1: Physical Parking Supply Summary

Parking Type	Location	No. of Parking Spaces
Off-Street Parking Lots	Queen Street W	21
	Hespeler Library	44
	St James Church Lot	31
On-Street Parking Areas	Tannery Street	9
	Sheffield Street*	96
	Spring Street	21
	Queen Street	45
	Milling Road	27
	Total	**294**

*96 parking spaces were assumed due to there being no physical barriers or variance in parking limitations separating the parking area.

Parking operations were evaluated based on the existing parking supply and the utilization of public parking areas. Parking supply is deemed sufficient if the parking

demand does not exceed the high-utilization threshold of 85% of the overall parking supply.

A review of on-street and off-street parking facilities was undertaken to determine the current parking utilization. It was observed that a majority of the parking lots are under-utilized, with the highest utilization occurring in the segment of Queen Street, between Cooper Street and Adam Street. Figure 2 outlines the maximum parking utilization in the Hespeler Village Core Area.

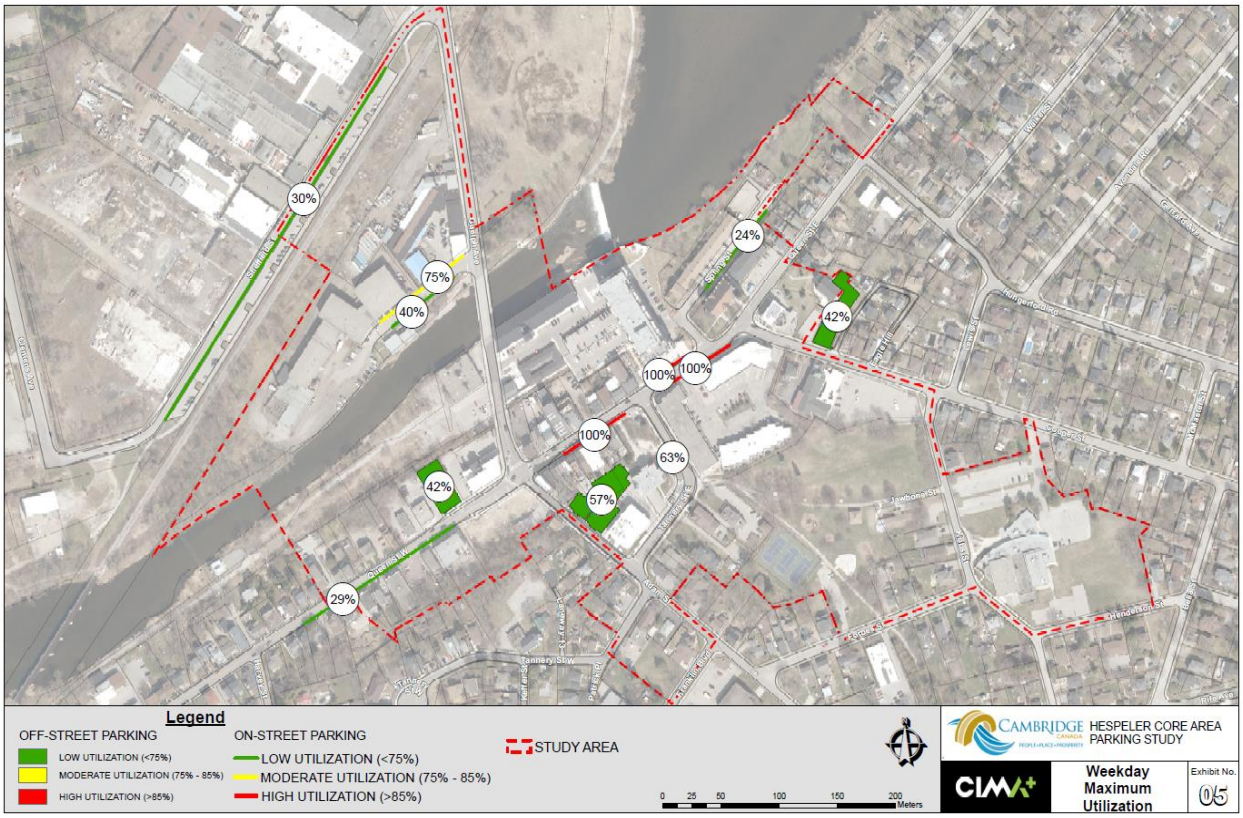


Figure 2: Maximum Parking Utilization

The current parking demand for the core area was determined in accordance with the Institute of Transportation Engineers (ITE) Parking Generation Manual (5th Edition) which identified a need for 224 public parking spaces within the study area. The existing effective supply of public parking spaces within the study area is 250 (i.e. 85% of 294). Since the current parking utilization and demand is less than the effective public parking supply, it can reasonably be concluded that no additional parking supply is required under existing conditions.

Furthermore, it was noted that the average parking duration observed in a majority of the on-street and off-street parking areas exceeded the parking time limit regulations.

Future Parking Operations and Demand

Using the City's population growth forecasts for the Hespeler Village area, an evaluation of future parking demand was conducted taking into consideration further intensification and the impact of the Province of Ontario's Bill 23 (More Homes Built Faster Act).

A moderate growth rate of 0.3% per annum was provided by the Region of Waterloo for the Hespeler Village Area and was used as the base-case scenario for the future parking demand analysis. While minimal growth is projected for the Core Area, a sensitivity analysis was conducted to account for potential intensification and changes to the core area parking requirements as a result of Bill 23, the More Homes Built Faster Act, 2022. As part of the sensitivity analysis growth rate scenarios of 0.6%, 0.9% and 1.2% per annum were also evaluated.

The analysis determined that the existing parking supply is adequate until 2041 under the base growth rate scenario. The sensitivity analysis also revealed that under the 1.2% growth rate scenario the existing parking supply would be adequate until 2029 and by 2041 the forecasted parking demand is likely to exceed the existing effective parking supply by 38 spaces.

In addition to the potential population growth two future residential developments were identified, consisting of a combined 104 residential units and 60m^2 of retail space within the study area. Each development provides parking in excess of the City's Zoning By-Law requirements. Therefore, any future public parking demand impacts as a result of these developments would be limited.

Additional Parking Supply

Five (5) locations within the Village were evaluated for potential additional parking spaces. The locations were selected due to proximity to the village core as well as current and projected utilization.

The property located at 25 Queen Street East was evaluated as a potential location where the City may introduce additional parking spaces. Although this property is not a formal municipal parking lot it this is being used as a informal parking area. The property is unpaved and unmarked, the entrance is obstructed by a gazebo and there is insufficient space at the access for vehicles to simultaneously enter and exit the property. Based on the evaluation, 25 Queen Street East is not recommended to be converted to a formal municipal parking lot as the property does not meet current City Design Standards for an accessible parking lot.

Other properties reviewed that could potentially provide additional parking infrastructure for the core area included:

- 7 Queen Street West (20 spaces),
- 10 Guelph Avenue (32 spaces),
- 3-11 Queen Street East (10 spaces), and
- 42 Tannery Street East (50 spaces).

These locations will need to undergo a cost/benefit analysis and accessibility review prior to any consideration of acquiring property (lease or buy) for use as a municipal parking lot.

Taking into consideration the current and future parking demand within the Hespeler Village Core Area, the need for additional parking supply is not warranted at this time.

Parking Management

While additional parking supply is not justified at this time, it is recommended that the City evaluate additional parking management strategies to aid in transferring parking demand from high utilization areas to lesser utilized areas. These parking management strategies consist of:

- Engage communities in travel behaviour changes through community-based marketing;
- Provide usable travel information such as real-time parking availability signs or mobile apps with real-time parking information available;
- Incentivize the use of alternative modes instead of automobiles in the study area.
- Ensure sufficient parking enforcement in the Core Area, with a focus on highly utilized parking areas; and
- Consider the implementation of paid parking areas

A comprehensive review of the potential parking management strategies outlined above, including a cost-benefit analysis, should be conducted prior to implementation.

Core Centre Accessibility Assessment

To ensure that residents and visitors can travel to/from the Hespeler Village Core Area at ease and barrier-free, an accessibility assessment was completed as part of the study for all off-street municipal parking lots. The accessibility review indicates that generally the parking lots are in acceptable condition. Table 2 below summarizes the accessibility assessment and recommendations:

Table 2: Accessibility Assessment Recommendations

Parking Lot	Accessibility Assessment
Hespeler Library Parking Lot	It is recommended that a Type B accessible parking stall be installed in the Hespeler Library parking lot with a compliant access aisle. For the existing Type A parking stall, an adjacent access aisle should be installed and the pavement marking sign be re-painted. Lastly, the dumpster located within the 2 metres clearance of the accessible parking stall should be re- located where it causes no hinderance.
Queen Street Parking Lot	It is recommended that an access aisle be provided adjacent to the existing accessible parking stall in the Queen Street parking lot. Additionally, there should be sufficient clearance of 2 metres provided between the accessible parking stall and any potential features that could pose a risk as an obstacle.
St. James Church Parking Lot	It is recommended that a Type A accessible parking stall be installed in the St. James Church parking lot with a compliant access aisle. For the existing Type B accessible parking stall, an adjacent access aisle should be installed and the pavement marking sign be re-painted. Additionally, the running slope of the accessible parking stall should be reduced from 7.9° to less than the 2° threshold, as per the Design Manual. Lastly, the current running and crossing slopes of the sidewalk exceeds the Design Manual's thresholds; hence, it is recommended that the parking lot be re-graded to reduce the slopes, especially near the accessible parking stall.

EXISTING POLICY / BY-LAW(S):

Not Applicable

FINANCIAL IMPACT:

Modifications to the pavement markings in the municipal parking lots to comply with accessible design standards is estimated to cost $2,500 and would be funded from the 2023 Transportation Operating Budget.

PUBLIC VALUE:

Public engagement is fundamental in determining the parking needs of a community. Residents and businesses provide valuable information regarding travel behaviour and parking needs. Public engagement is an important step in helping to ensure that sufficient and reliable parking is available to residents and visitors.

ADVISORY COMMITTEE INPUT:

Not Applicable

PUBLIC INPUT:

Public consultation was completed through Engage Cambridge, which included a user parking survey. To encourage participation through Engage Cambridge, letters were mailed to all property owners within the study area and digital Portable Variable Message (PVM) signs were placed on Queen Street advertising the study.

The parking survey had a total of eleven (11) questions which established the type of parking user, purpose of trip within the Hespeler Village Core Area, parking needs and parking behaviours. The full parking survey results are provided in Appendix B, with a summary of the results provided below:

- 211 people participated in the survey
- 84% of respondents use a vehicle to travel to the Hespeler Village Core Area, with some respondents also using other modes of travel;
- Out of the 211 respondents, 96 selected customer/visitor, 28 selected residents, 75 selected multiple reasons, and 12 selected none, as their primary purpose for using parking in the study area;
- 94 respondents visit 1 to 3 days a week, with 74 respondents visiting the study area 4 to 7 days a week;
- Approximately 60% of respondents were dissatisfied or very dissatisfied with the current parking availability;
- Parking availability and distance to destination were ranked as the most important factors for users travelling to the Hespeler Village Core Area;
- Approximately 60% of respondents prefer a 1-3 minute walk to their destination; 32% of visitors would prefer a parking spot within a 3-5 minute walking distance;
- Approximately 79% of respondents are not willing to pay a fee for a more convenient parking space.

In addition to the survey completed as part of the Study, this report was posted publicly as part of the report process.

INTERNAL / EXTERNAL CONSULTATION:

The Hespeler Village Core Area Parking Study included correspondence and engagement with the Hespeler BIA.

CONCLUSION:

Overall, based on the findings of the Hespeler Village Core Area Parking study, it can reasonably be concluded that the existing parking supply is sufficient to satisfy both the current parking demand and the potential future parking demand scenarios within the study area. However, introducing parking management strategies would help transfer parking demand from high utilization areas to lesser utilized areas and improve overall parking operations with the study area.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

When naming attachments please use the following format:

1. 22-118 – Appendix A – Executive Summary
2. 22-118 – Appendix B – Parking Survey Results

City of Cambridge

Hespeler Village Core Area – Parking Study

Executive Summary

November 16, 2022

B001462

SUBMITTED BY CIMA CANADA INC.
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Burlington, ON L7N 3G7
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PREPARED BY:

Ronauq Sabharwal, P.Eng., M.EngCEM

VERIFIED BY:

Jaime Garcia, P.Eng., Ph.D.

CIMA+
400 – 3027 Harvester Road
Burlington, ON. L7N 3G7

1. Introduction

This report summarizes the comprehensive evaluation of parking needs and infrastructure serving the Hespeler Downtown Core Area. Key parts of this study include:

- Physical Parking Supply Assessments
- Analysis of Existing Parking Operations
- Analysis of Projected Parking Operations
- Core Centre Accessibility Assessment
- Public Consultation Results
- Recommendations for Better Access and Parking Management
- Conclusions

The following sections summarize the findings of each of the key parts of the parking study.

2. Physical Parking Supply Assessments

The study area covers the Hespeler Village Core Area, as shown in Figure 1.

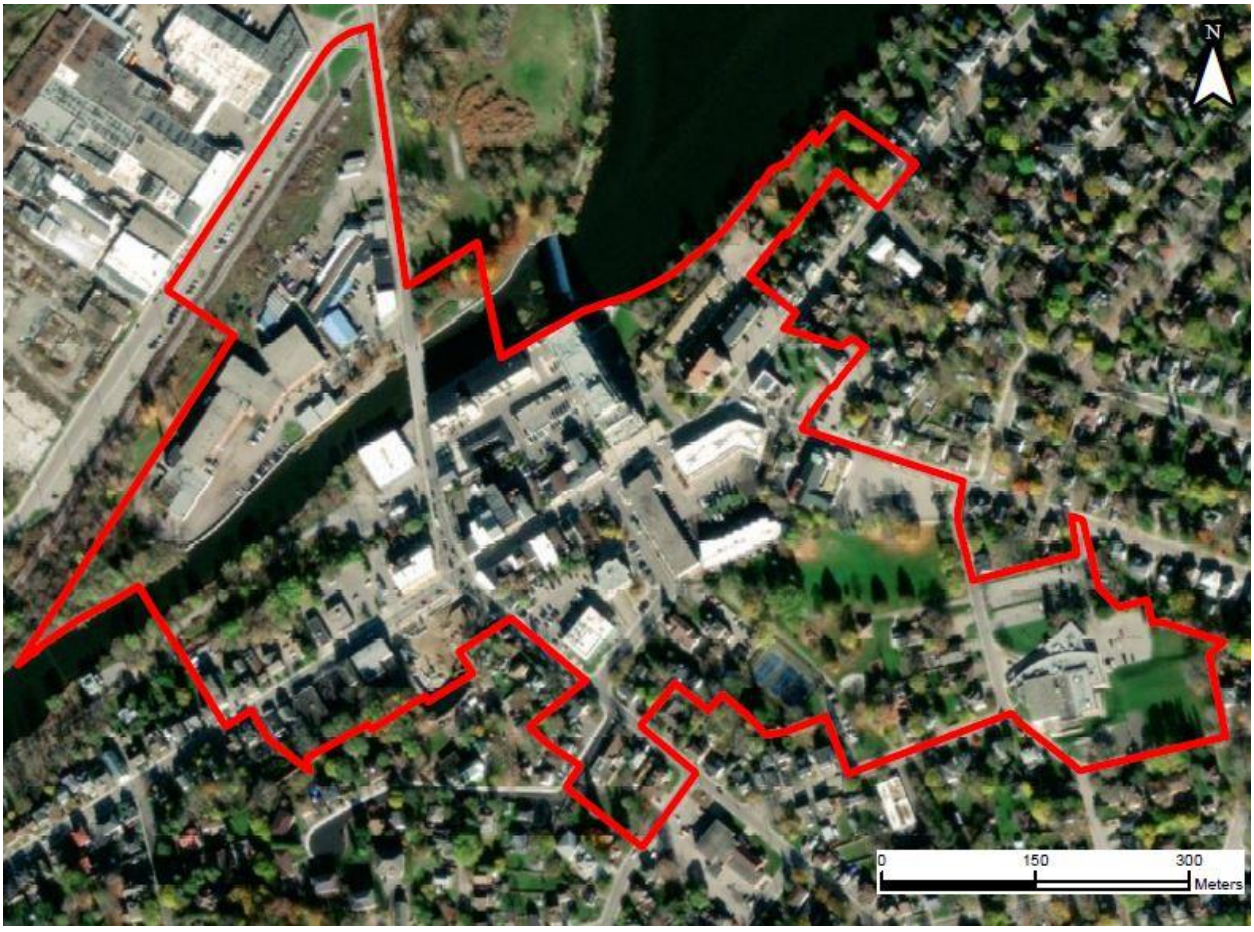


Figure 1: Study Area

The study area encompasses three off-street parking lots as well as marked and unmarked on-street parking locations. **Table 1** summarizes the available number of parking spaces within the study area for the off-street and on-street parking areas. It should be noted that the study area cuts across the Sheffield Street parking area, which results in 37 of the total 96 parking spaces being in the study area boundary. However, there is no physical barrier, access restriction, or variance in parking limitations for any of the parking along Sheffield Street. Hence, visitors and residents of the Hespeler Downtown Core Area, can easily access the remaining 59 parking spaces along Sheffield Street. This analysis assumes that the entire 96 vehicle parking capacity is available for core area visitors. There are 294 total parking spaces available, 96 of which are available as part of off-street parking lots and 69 of the 197 on-street parking spaces are unmarked.

Table 1: Physical Parking Supply Summary

Parking Type	Location	No. of Parking Spaces
Off-Street Parking Lots	**Queen Street W**	21
	Hespeler Library	44
	St James Church Lot	31
On-Street Parking Areas	**Tannery Street**	9
	Sheffield Street*	96
	Spring Street	21
	Queen Street	45
	Milling Road	27
TOTAL		294

*Study area cuts across the Sheffield Street parking area, resulting in 37 of the 96 parking spaces being within the study area. However, there is no barrier to access to the other parking spaces. Hence, full Sheffield Street parking capacity (96) is assumed for this analysis

3. Analysis of Existing Parking Operations

Parking operations were evaluated based on the existing parking supply and the utilization of public parking areas. The parking supply is deemed sufficient if the parking demand does not exceed the high-utilization threshold of 85% of the overall parking supply.

The current parking demand, determined in accordance with ITE Parking Generation Manual (5th Edition), identified the need for 224 public parking spaces within the study area. The currently available supply of public parking spaces within the study area is 294. The effective parking supply is determined by taking 85% of the total parking supply, which in this case yields 250 public parking spaces. Since the existing demand of 224 public parking spaces is less than the effective parking capacity of 250 public parking spaces, it can be concluded that no additional parking supply is required under the existing conditions.

Additionally, based on the parking utilization surveys conducted, the existing public parking supply within the study area satisfies the observed demand. The utilization of most of the off-street and on-street parking areas are below the 85% threshold of high utilization, as shown in **Table 2** and **Table 3** below, with the exception of on-street parking provided along Queen Street.

The average parking duration observed at Queen Street West and Hespeler Library parking lot during the weekday is 3 hours, which exceeds the parking time limit of 2 hours at these lots

between 9 AM to 6 PM on a weekday. The average parking duration observed at the Sheffield Street parking area during the weekday is 4+ hours, which also exceeds the parking time limit of 3 hours. Lastly, the average parking duration observed along Queen Street exceeds the 2 hour time limit during the weekday.

Table 2: Off-Street Parking Utilization Summary

Lot	Average Weekday Accumulation (% Utilization)	Maximum Weekday Accumulation (% Utilization)	Average Weekend Accumulation (% Utilization)	Maximum Weekend Accumulation (% Utilization)
Queen Street W	32%	42%	10%	19%
Hespeler Library	34%	57%	25%	48%
St James Church Lot	35%	42%	13%	35%

Table 3: On-Street Parking Utilization Summary

Block Face	Side	From	To	Average Weekday Accumulation (% Utilization)	Maximum Weekday Accumulation (% Utilization)	Average Weekend Accumulation (% Utilization)	Maximum Weekend Accumulation (% Utilization)
Spring Street	South	Chapel Street	End	10%	24%	5%	14%
Queen Street	North	Cooper Street	Tannery Street	100%	100%	80%	100%
Queen Street	South	Harvey Street	Guelph Avenue	5%	29%	5%	10%
Queen Street	South	Guelph Avenue	Tannery Street	70%	100%	50%	80%
Queen Street	South	Tannery Street	Cooper Street	78%	100%	56%	89%
Milling Road	North	Guelph Avenue	End	58%	75%	8%	33%
Milling Road	South	Guelph Avenue	End	20%	40%	7%	20%
Tannery Street	West	Queen Street E	Adam Street	25%	63%	33%	56%
Sheffield Street	South	Guelph Avenue	End	25%	30%	2%	4%

4. Analysis of Projected Parking Operations

4.1. Future Developments

Two future developments were evaluated to confirm whether adequate private parking is supplied to off-set the potential parking demand generated.

The two future developments, namely 12 Tannery Street and 16 Queen Street West, are mid-rise residential buildings that provide private parking for residents and visitors. The provided parking complies with the City's Zoning By-Law's minimum parking requirement. As such the parking demand will be self-contained within the two sites, resulting in no significant impact on public parking operations within the study area.

4.2. Future Parking Demand

To evaluate the potential impact on future parking demand as a result of further intensification and impact of the Province of Ontario's Bill 23 (*More Homes Built Faster Act*), CIMA+ reviewed the City's population growth forecasts for the Hespeler Village. The current population growth rate provided by the Region of Waterloo for the Hespeler Village is estimated to be 0.3% per annum, which is used for the City's Transportation Master Plan. This represents a moderate forecast and used as the base-case scenario. Based on the review and further discussions with the City, it was determined that a sensitivity analysis evaluating the changes in future parking demand (2041) as a function of potential population growth rates be conducted. In addition to the base-case scenario, a 0.6%, 0.9%, and 1.2% per annum growth rate scenarios were also evaluated as part of the sensitivity analysis to account for potential intensification and changes to the core area parking requirements as a result of Bill 23.

The existing parking supply within the study area is 294. As discussed earlier, the parking supply is considered adequate if the parking demand does not exceed 85% (high utilization threshold) of the available supply. The threshold for effective parking capacity is 250 public parking spaces within the study area.

A *parking demand factor* was calculated by dividing the existing ITE parking demand (224) by the 2021 population within Hespeler Village. The future parking demand was estimated by multiplying the *parking demand factor* by the future population. The future parking demand was compared to the effective existing parking capacity of 250, as shown in **Figure 2**. The following observations can be made:

- For all scenarios, the existing parking supply is adequate until 2029.
- For the 0.3% growth rate scenario, the existing parking effective supply is adequate until 2041
- For the 0.6% growth rate scenario, the existing parking effective supply is adequate until 2038
- For the 0.9% growth rate scenario, the existing parking effective supply is adequate until 2032
- For the 1.2% growth rate scenario, the existing parking effective supply is adequate until 2029
    - By 2041, the forecasted parking demand is expected to exceed the existing effective parking supply by 38.

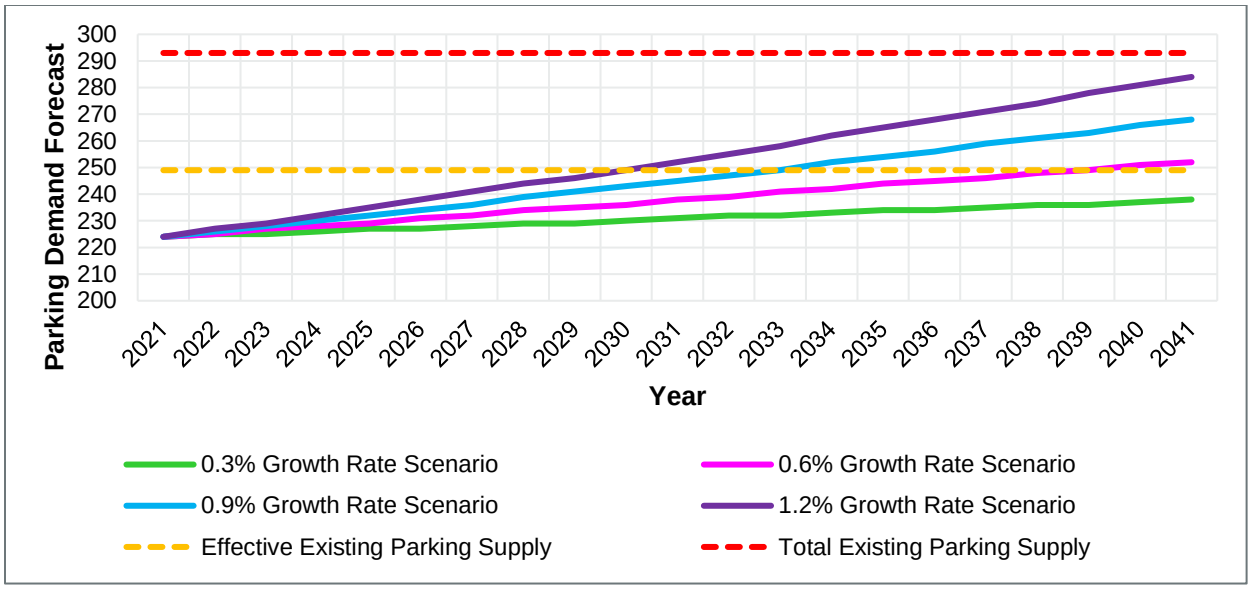


Figure 2: Parking Demand Forecast

4.3. Future Parking Supply Assessment

4.3.1 25 Queen Street East

The parking supply and accessibility of the 25 Queen Street East municipally owned property was evaluated to determine the feasibility of converting this property into a formal municipal parking lot in the future. The 25 Queen Street East property currently accommodates parking of 10 vehicles and is highly utilized, however, the property is unpaved and has a narrow access-way that is adjacent to a public gazebo seating area. This narrow access does not allow for vehicles to simultaneously enter/exit the lot. The dimensions of this property does not satisfy the City's Design standards for an accessible off-street parking lot. As such, it is not recommended that this property be converted to a formal municipal parking lot in the future.

4.3.2 Other Potential Locations

Four other locations were reviewed that could potentially provide additional parking infrastructure for the core area that include: 7 Queen Street West (20 spaces), 10 Guelph Avenue (32 spaces), 3-11 Queen Street East (10 spaces), and 42 Tannery Street East (50 spaces). These locations were identified primarily due to their proximity to village core centre and access to Queen Street East. **Table 4** summarizes the potential additional parking supply and provides an overview assessment of accessibility. It is recommended that the City conduct a cost-benefit analysis to evaluate the cost of leasing/buying the additional property for use as municipal parking areas versus the benefit of providing additional parking spaces within the study area.

Table 4: Potential Future Parking Lot – Supply and Accessibility Assessment

Potential Parking Lot Location	Existing Parking Supply	Accessibility and Potential Upgrades Required
7 Queen Street West	20	This parking lot has 2 access points (1 off of Guelph Avenue and 1 off of Queen Street W). The parking lot is beside a building with multiple restaurants. Based on the review of the aerial photos, the parking stall lines would need to re- painted and appropriate accessible parking stalls would be required. Both accesses are wide enough to allow simultaneous entering/exiting of vehicles and has access to two major corridors within Hespeler Village. On-site review of grading and other accessible features would be required to evaluate the parking lot geometry against the City's Design Manual.
10 Guelph Avenue	32	This parking lot has 2 access points (one is for entering and the other is for both entering and exiting, based on access width). The parking lot is beside a defunct warehouse/restaurant/bar building. Based on the review of the aerial photos, the parking stall lines would need to re-painted and appropriate accessible parking stalls would be required. On-site review of grading and other accessible features would be required to evaluate the parking lot geometry against the City's Design Manual. There is additional space available west of the paved parking area, which is currently unpaved and unmarked, which could also provide additional parking capacity.
3-11 Queen Street East	10	This parking lot has a single access point for entering and exiting off of Guelph Avenue and has a marked division between entering and exiting part of the access. The parking lot is behind a restaurant, pub, and a gift shop. Based on the review of the aerial photos, the parking stall lines would need to re-painted and appropriate accessible parking stalls would be required. On-site review of grading and other accessible features would be required to evaluate the parking lot geometry against the City's Design Manual.
42 Tannery Street East	50	This parking lot is used by residents and the shoppers of the mixed-use buildings that are surrounding it. It has a single access point for entering and exiting off Queen Street East. Based on the review of the aerial phots, the parking lot is paved but may require parking lines to be re-painted. Additionally, appropriate number of accessible parking stalls would potentially need to be added, if currently not present. An on-site review of grading and other accessible features would be required to evaluate the parking lot geometry against the City's Design Manual.

5. Core Centre Accessibility Assessment

A site visit was conducted to assess the accessibility of the three off-street parking lots. The sites were compared against the City's Facility Accessibility Design Manual (Design Manual). **Manual.**

Table 5 summarizes the recommended actions for each of these parking lots to improve user accessibility and ensure that the parking lot design is compliant with the City's Design Manual.

Table 5: Core Centre Off-Street Parking Lots – Accessibility Assessment

Off-Street Parking Lot Location	Accessibility Assessment
Hespeler Library Parking Lot	It is recommended that a Type B accessible parking stall be installed in the Hespeler Library parking lot with a compliant access aisle. For the existing Type A parking stall, an adjacent access aisle should be installed and the pavement marking be re-painted. The dumpster located within the 2 metres clearance of the accessible parking stall should be re- located where it causes less hinderance.
Queen Street Parking Lot	It is recommended that an access aisle be provided adjacent to the existing accessible parking stall in the Queen Street parking lot. Additionally, there should be sufficient clearance of 2 metres provided between the accessible parking stall and any potential features that could pose a risk as an obstacle.
St. James Church Parking Lot	It is recommended that a Type A accessible parking stall be installed in the St. James Church parking lot with a compliant access aisle. For the existing Type B accessible parking stall, an adjacent access aisle should be installed and the pavement marking be re-painted. Lastly, the running slope of the accessible parking stall should be reduced from 7.9˚ to less than the 2˚ threshold, as per the Design Manual. Additionally, the current running and crossing slopes of the sidewalk exceeds the Design Manual's thresholds; hence, it is recommended that the parking lot be re-graded to reduce the slopes, especially near the accessible parking stall.

6. Public Consultation

Public consultation was completed through Engage Cambridge, which included a user parking survey. To encourage participation through Engage Cambridge, letters were mailed to all property owners within the study area and digital Portable Variable Message (PVM) signs were placed on Queen Street, encouraging visitors and residents to participate in the study.

The survey was conducted in June/July 2022, consisted of 11 questions, and had 211 respondents. Out of the 211 respondents, 96 selected customer/visitor, 28 selected residents, 75 respondents selected multiple reasons, and 12 selected no reason as their primary purpose for using parking in the study area. Out of the 211 respondents, 185 used a car (either as a driver or passenger) to reach the Hespeler Village Core Area. 74 of the 211 respondents visit the study area 4 to 7 days a week and 94 respondents visit 1 to 3 days a week.

60% of the users selected dissatisfied or very dissatisfied with the parking availability within the study area. The two major factors in selecting a parking spot for visitors are parking availability and proximity to the destination. More than 90% of the visitors would prefer a parking spot within 5 minutes of their destination, however, the majority of visitors (more than 75%) are not willing to pay a nominal fee to park closer to their destination.

7. Recommendations for Better Access and Parking Management

Based on existing parking operations, additional parking supply is not currently required, as the existing parking demand of 224 public parking spaces is below the existing effective parking supply of 250 public parking spaces. Additionally, based on the base-case growth rate of 0.3% per annum scenario, the parking demand is not expected to exceed the available parking supply by 2041.

In the highest growth rate scenario of 1.2% per annum, the parking demand is expected to exceed the existing effective parking supply in 2029 and by 38 parking spaces by 2041.It is recommended that in addition to assessing the need for additional parking supply the City evaluate some parking management strategies to transfer the demand of parking from the highly utilized village core centre parking areas to lesser utilized adjacent parking areas. These parking strategies could include:

- Engage communities in travel behaviour changes through community-based marketing;
- Provide usable travel information such as real-time parking availability signs, mobile apps with real-time parking information available; and
- Incentivize the use of alternative modes instead of automobiles in the study area.

To potentially reduce the parking demand in highly utilized areas, a cost-benefit analysis should also be conducted to determine the feasibility of introducing paid-parking areas within the study area that would transfer the parking demand from highly utilized areas (paid-parking areas) to underutilized areas (unpaid parking areas).

Paid parking areas have historically been used as effective tools by municipalities to shift parking from highly utilized to lesser utilized areas. It is recommended that the City conduct a cost-benefit analysis to determine the feasibility of introducing paid-parking areas.

Additionally, the average parking duration is exceeding the maximum parking time allowed at multiple locations within the study area, it is recommended that the City review parking enforcement strategies to ensure that parked vehicles do not exceed the maximum allowable time for parking.

8. Conclusions

Overall, the existing parking supply is considered sufficient to satisfy the existing parking demand within the study area. The public consultation survey highlighted that the two major factors for selecting parking space for visitors are (1) parking availability and (2) proximity of the destination.

Due to the potential future intensification within the study area and impact of Bill 23, there could be a need for the City to increase the parking supply within the study area to meet the future

parking demand and potentially introduce paid-parking areas and increased enforcement where the parking utilization and average duration of parking is high.

SUBMITTED BY CIMA CANADA INC.
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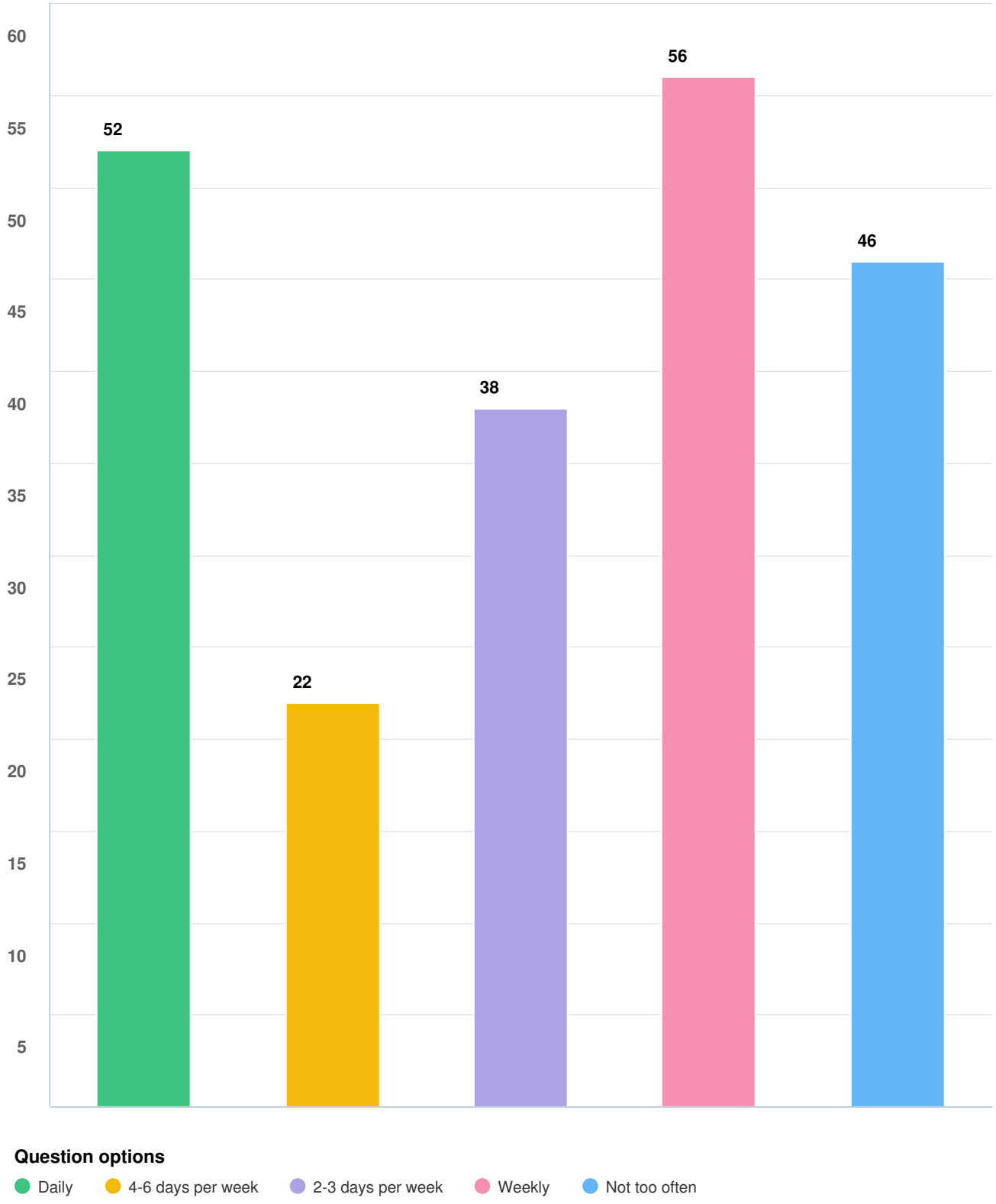
Commercial and Residential User Survey

SURVEY RESPONSE REPORT
15 August 2018 - 04 July 2022

PROJECT NAME:
Hespeler Village Core Area Parking Study

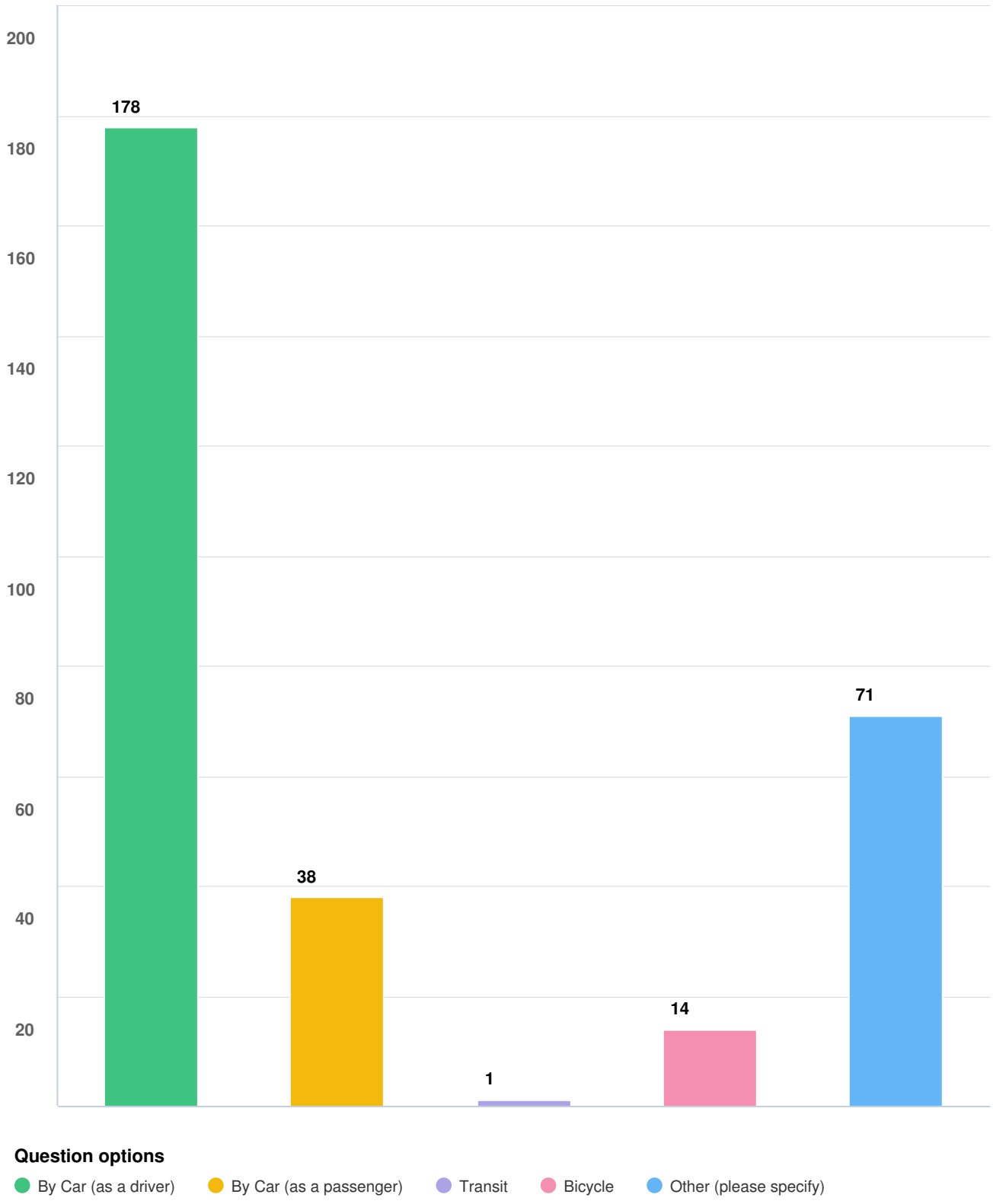
SURVEY QUESTIONS

Q1 How often do you frequent the Hespeler Village Core Area?



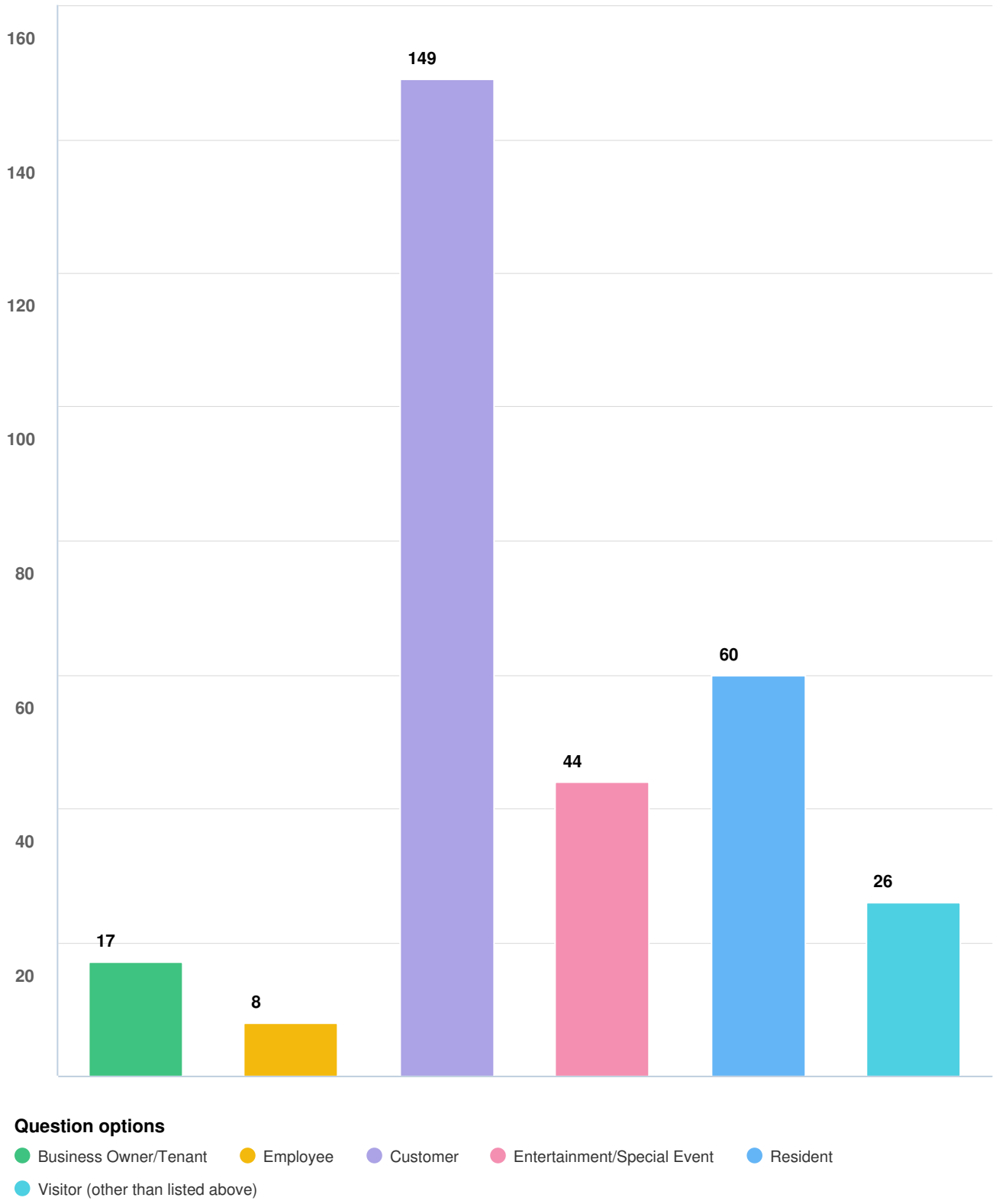
Mandatory Question (211 response(s))
Question type: Checkbox Question

Q2 What is your primary mode of travel to reach the Hespeler Village Core Area? (choose all that apply)



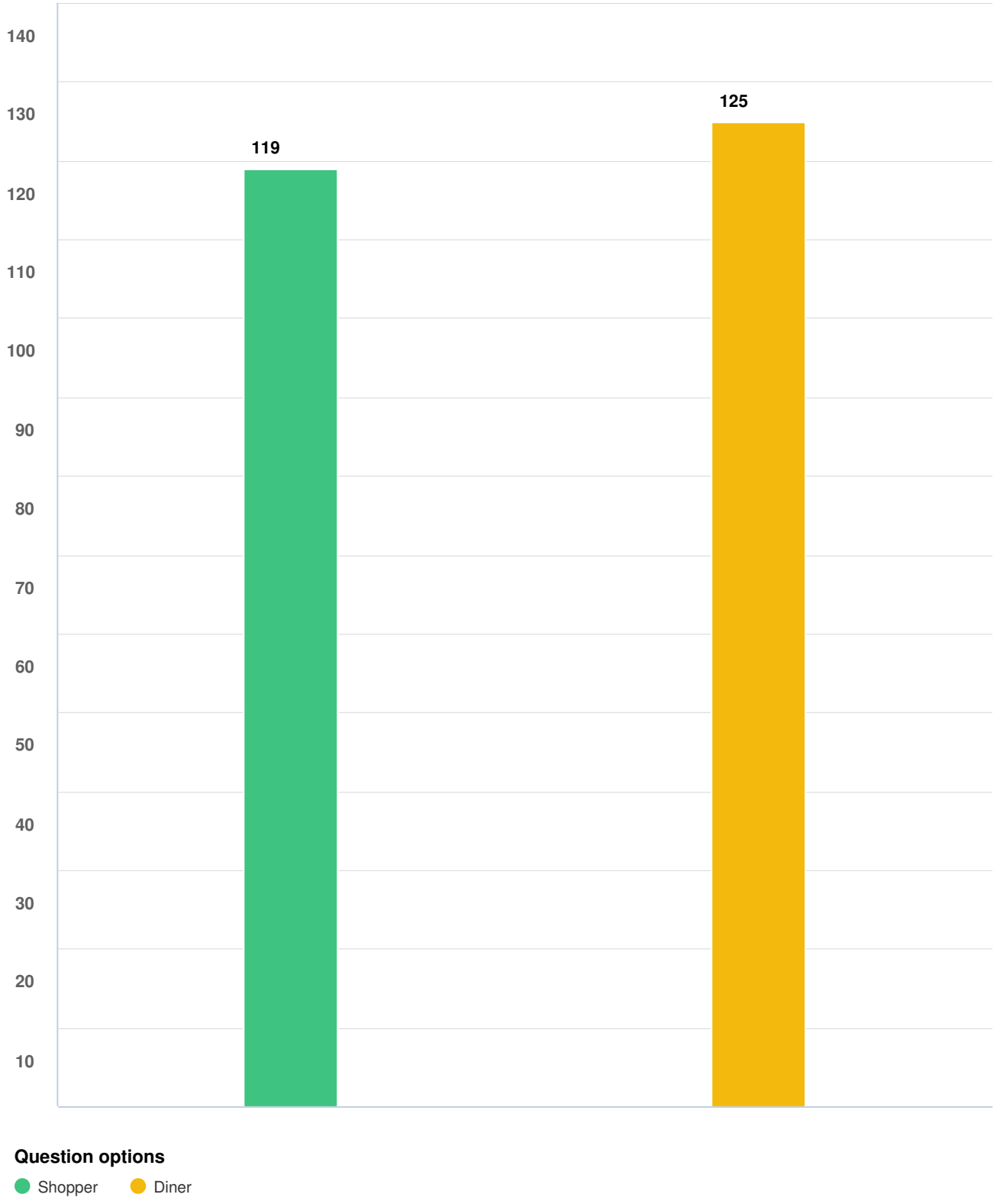
Mandatory Question (211 response(s))
Question type: Checkbox Question

Q3 Which of the following best describes you as a user of parking in the Hespeler Village Core Area? (Choose all that apply)



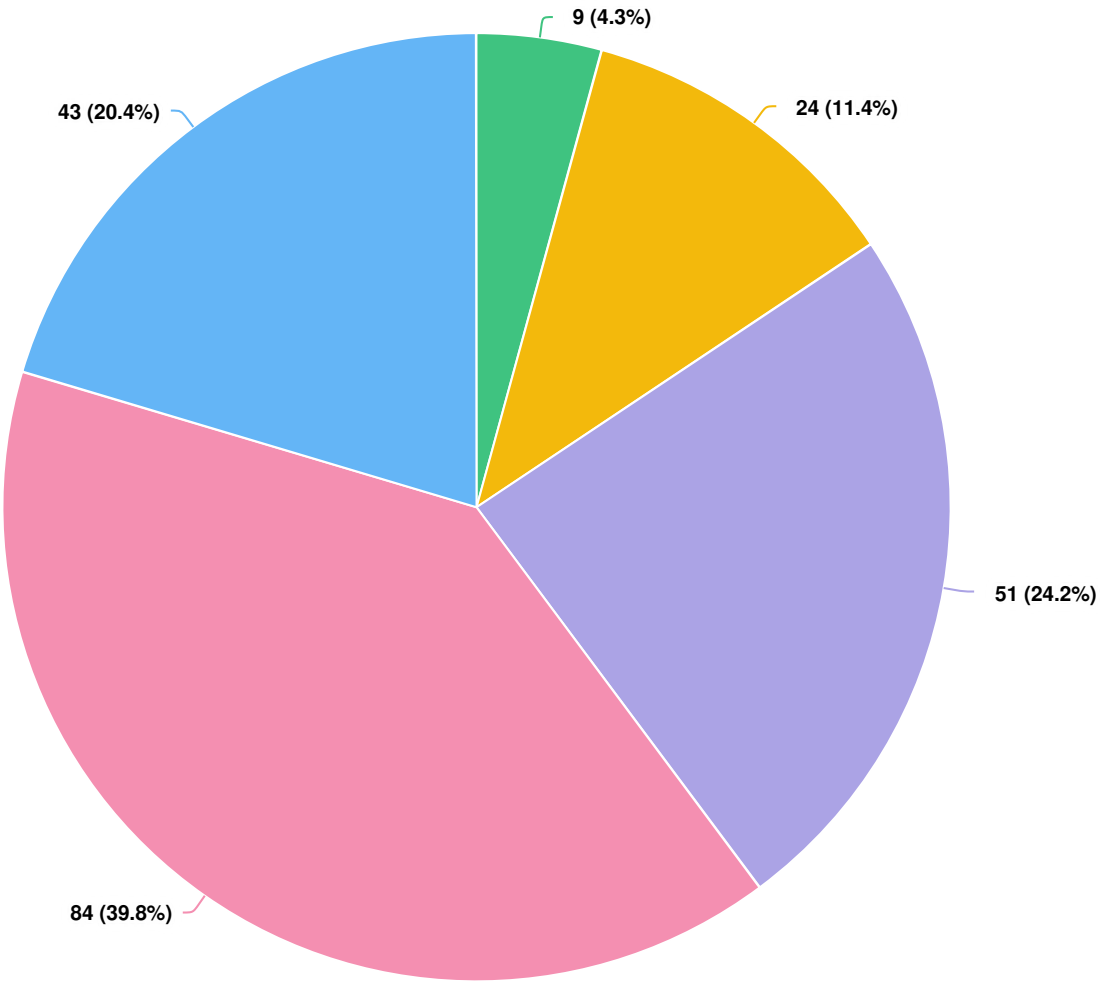
Mandatory Question (211 response(s))
Question type: Checkbox Question

Q4 What type of Customer are you?



Optional question (149 response(s), 62 skipped)
Question type: Checkbox Question

Q5 **Thinking about the last time that you tried to find a parking space in the Hespeler Village Core Area, how do you measure your satisfaction with parking availability?**



Question options

Very Satisfied Satisfied Neutral Dissatisfied Very Dissatisfied

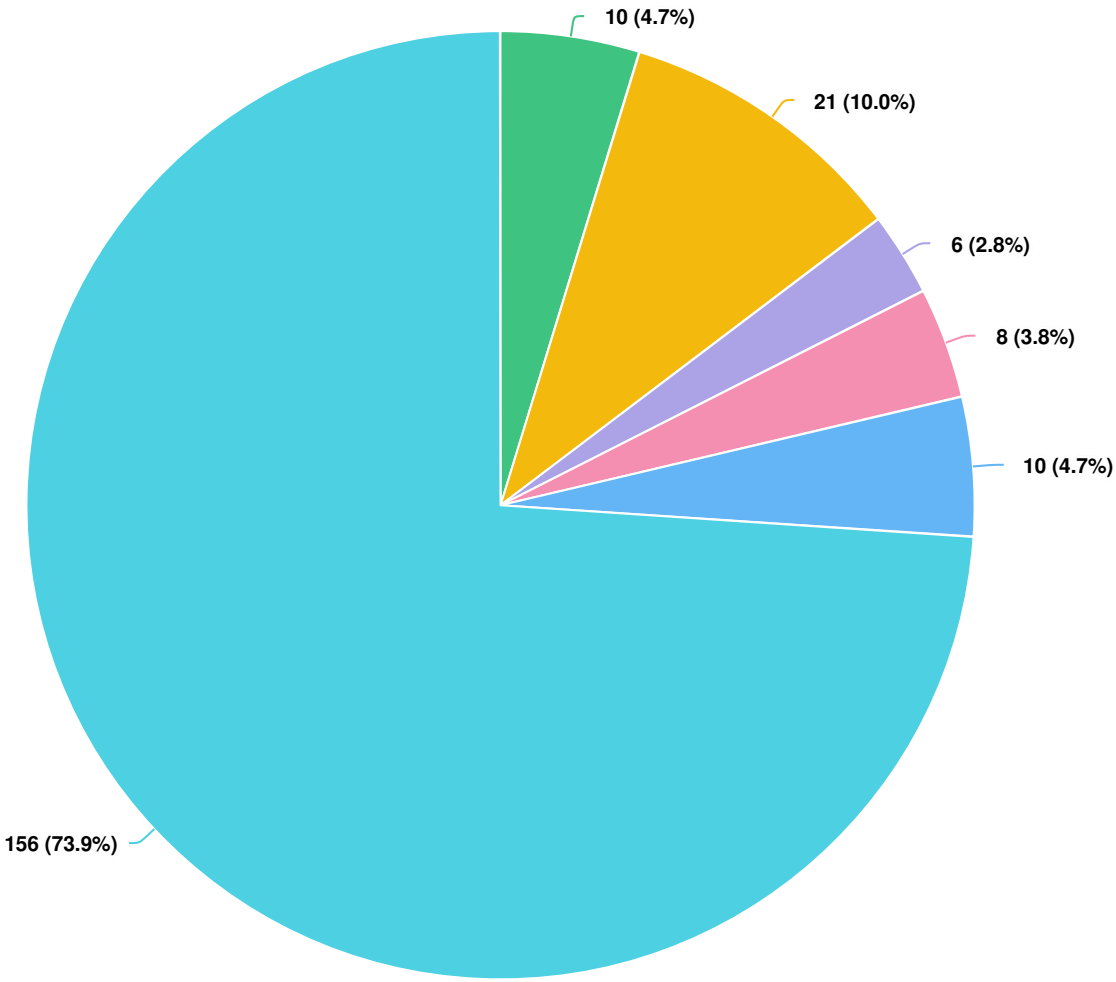
Mandatory Question (211 response(s))
Question type: Radio Button Question

Q6 **Thinking about your next visit to the Hespeler Core, what do you determine as the most important to consider while looking for a parking space? Rank the following factors from most important (1) to least important (7)**

OPTIONS	AVG. RANK
Parking Availability	2.34
Distance to destination	3.12
Safety	4.48
Short Term Parking (less than 2 Hours)	4.49
Price	4.58
Long Term Parking (longer than 2 hours)	5.00
Barrier-free accessible parking	5.82
Parking enforcement	6.16

Mandatory Question (211 response(s))
Question type: Ranking Question

Q7 If you are a resident of the Hespeler Village Core Area, how often do you park your car on-street?

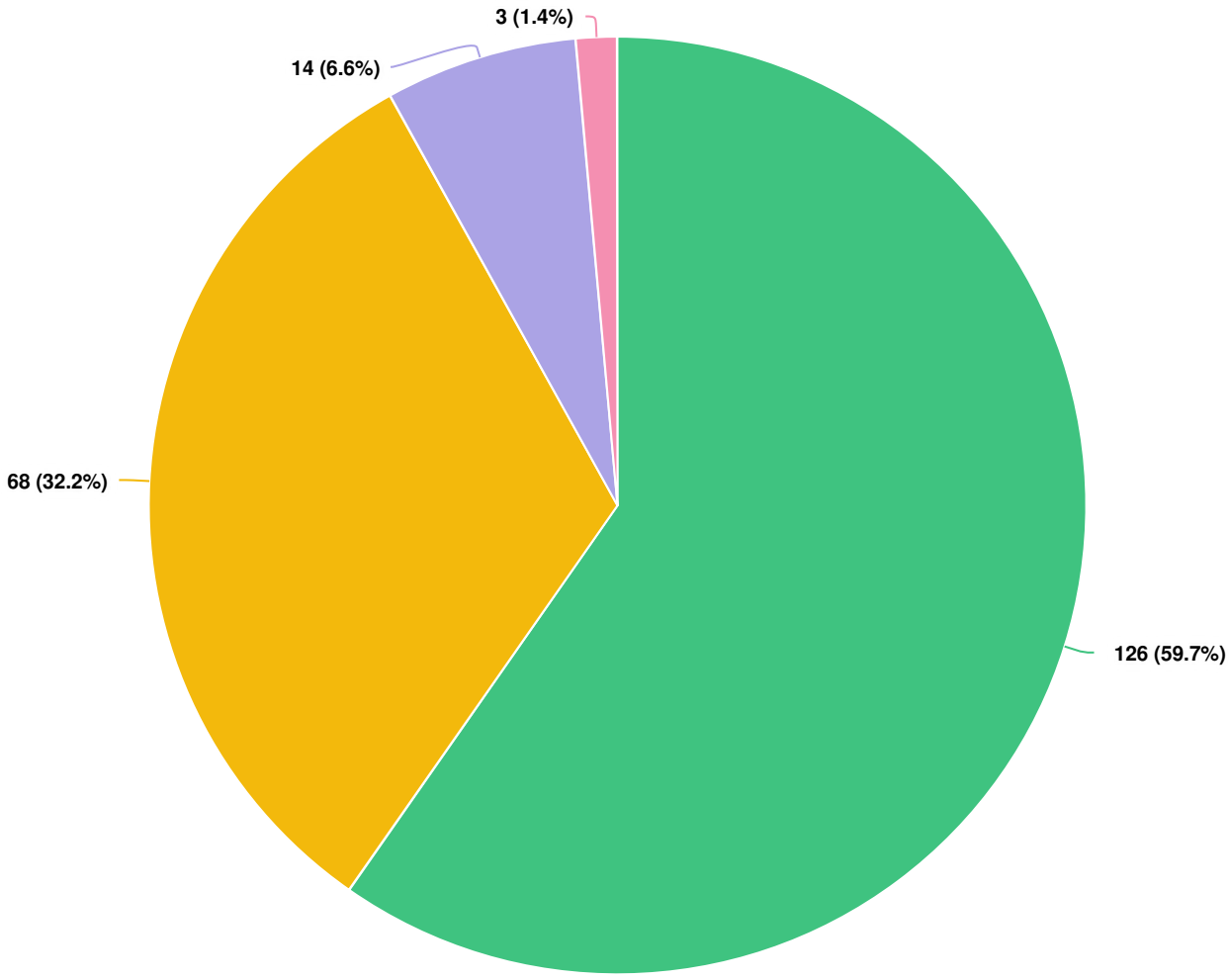


Question options

Daily | Every couple of days | Just during the weekdays | Weekends | Weekly | Not too often

Mandatory Question (211 response(s))
Question type: Radio Button Question

Q8 How far are you willing to walk from your parking spot to your destination?

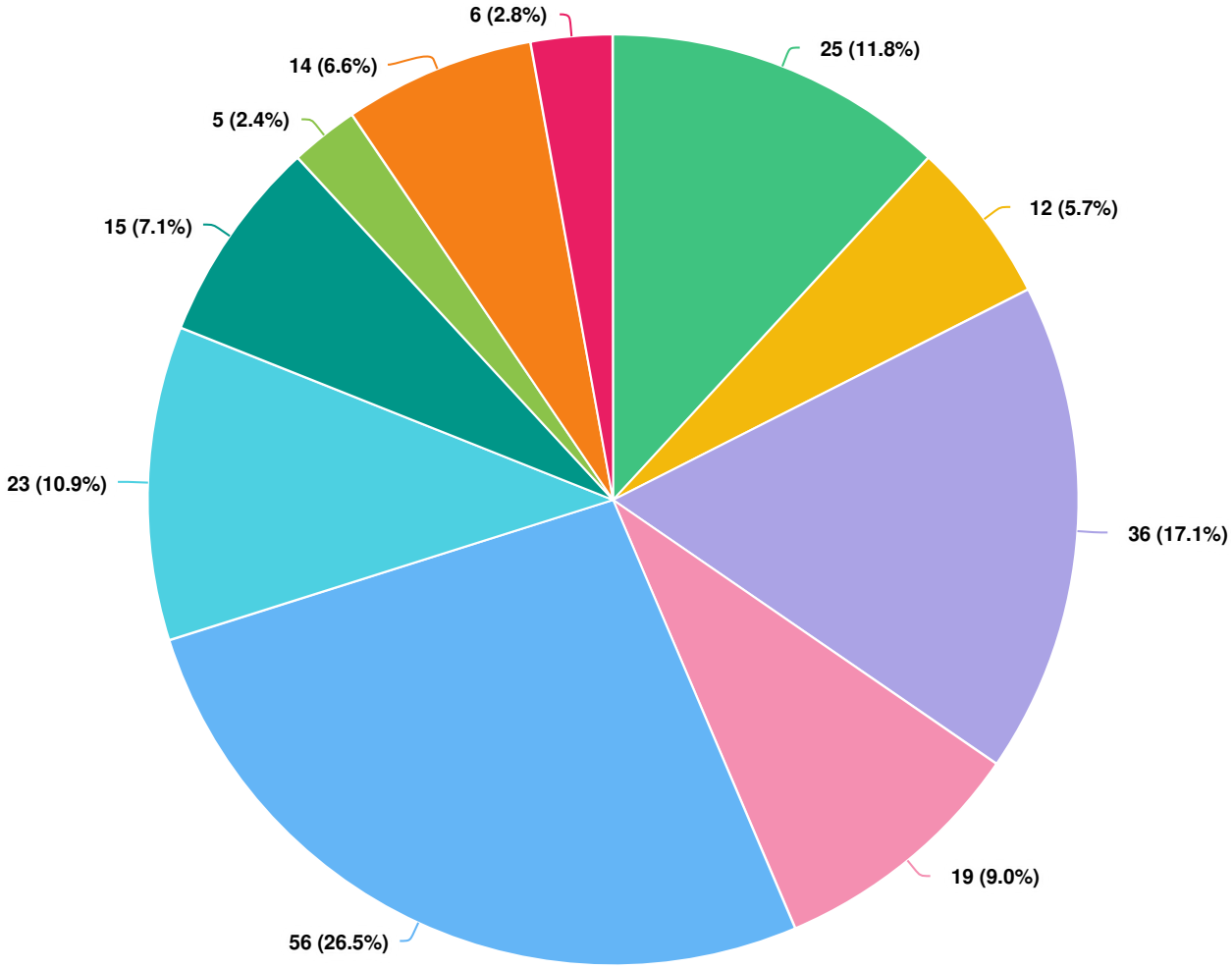


Question options

1-3 minute walk
3-5 minute walk
5-10 minute walk
10-15 minute walk

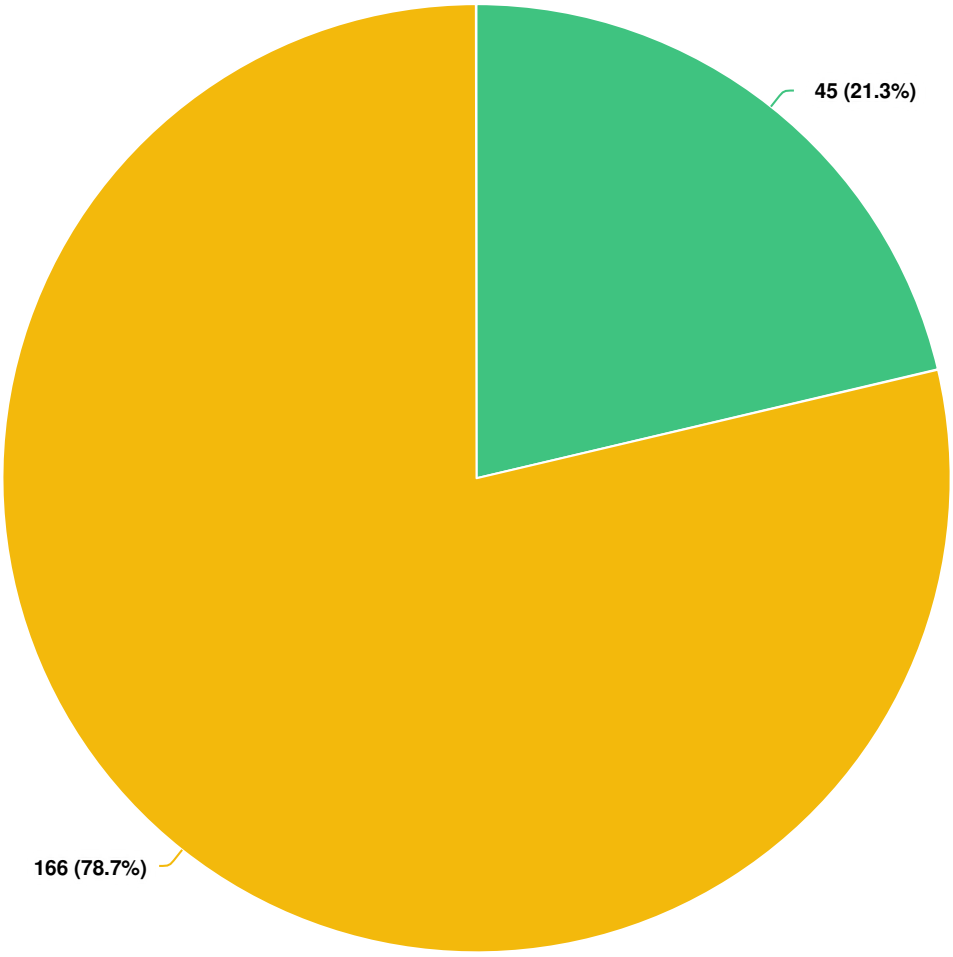
Mandatory Question (211 response(s))
Question type: Radio Button Question

Q9 **Thinking about your next visit to the Hespeler core area and considering your previous response, what could be your preferred location for parking?**



Mandatory Question (211 response(s))
Question type: Dropdown Question

Q10 **If a location is closer to your destination but available only as paid parking, would you be willing to pay for this convenience at a nominal fee?**

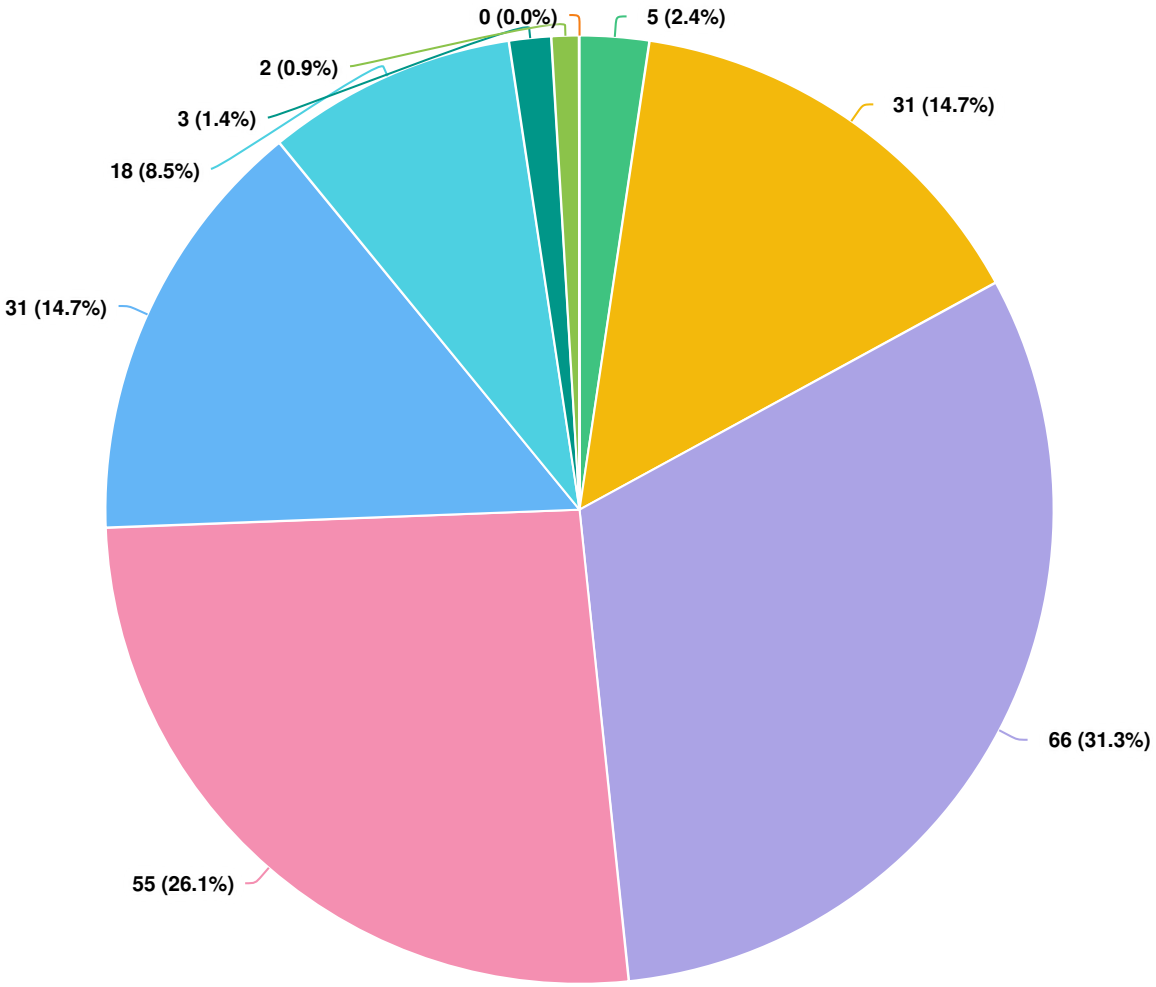


Question options

Yes No

Mandatory Question (211 response(s))
Question type: Radio Button Question

Q11 Please select your age group



Question options

18 – 24 years old
25 - 34 years old
35 – 44 years old
45 – 54 years old
55 – 64 years old
65 – 74 years old
Over 75
Prefer not to say
Under 18

Mandatory Question (211 response(s))
Question type: Radio Button Question

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-136-CD 201 & 217 Hespeler Road – Official Plan and Zoning By-law Amendment – Jangilks Inc.**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Rachel Greene, Senior Planner
Report No.:	22-136-CD
File No.:	OR01/22
Wards Affected:	Ward 4

RECOMMENDATION(S):

THAT Report 22-136-CD 201 & 217 Hespeler Road – Official Plan and Zoning By-law Amendment – Jangilks Inc. be received;

AND THAT Cambridge Council adopts Official Plan Amendment No. 57 with site specific policy 8.10.92 to increase the maximum density to 270 units per hectare/3.69 Floor Space Index and establish a maximum height of 17 storeys in height, and that the adopted Official Plan Amendment be submitted to the Region of Waterloo for Approval.

AND THAT Cambridge Council approves the Zoning By-law Amendment to amend the zoning from C4 and C4 s.4.1.37 Commercial to (H)C4RM1 s.4.1.432 Mixed-Use Commercial and Multiple Residential with a Holding and site-specific provisions;

AND THAT Cambridge Council is satisfied that a subsequent public meeting in accordance with subsection 34(17) of the Planning Act is not required;

AND FURTHER THAT the By-laws, included as Appendix A and Appendix B to Report 22-136-CD, be passed.

EXECUTIVE SUMMARY:

Purpose

- This report has been prepared to provide a recommendation on the proposed Official Plan and Zoning By-law Amendments for the lands located at 201 and 217 Hespeler Road, which if approved, will facilitate the development of a mixed-use, high-rise development with 321 rental units.

Key Findings

- The subject lands are located within the City's Built-Up Area, Regeneration Area, and Can-Amera/Hespeler Road Community Node in the City's Official Plan.

- The lands are also located within the draft Hespeler Road Corridor Secondary Plan Area and draft Major Transit Station Area (MTSA).

- The proposal provides an opportunity for a transit-supportive development offering a mix of uses and housing types, contributing to the creation of a complete community.

- The City has received an affordable housing application through the City's Community Improvement Plan (CIP) program. The application is under review and a separate report will be brought forward to Council for their consideration.

Financial Implications

- A planning application fee has been paid to the City to process the Official Plan and Zoning By-law Amendment applications. The applicant has also submitted a Site Plan application to the City for the proposed development.

- City and Regional Development Charges will be required.

- If approved, the proposed development will contribute additional tax revenue to the City. An estimate of the potential tax revenue is provided further below in this report.

- Any further costs associated with the development of the site are to be born by the applicant.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Increase housing options

Program: Development Approvals

Core Service: Official Plan and Zoning By-law Amendments

BACKGROUND:

Property

The subject lands are known as 201 and 217 Hespeler Road and legally described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo.

The rectangular shaped lot has an approximate area of 1.27 hectares (3.14 acres) and has a frontage of 112.5 m (369 ft.) along Hespeler Road.

The site is currently occupied by a car dealership and parking lot. The existing single storey structure is proposed to be demolished to accommodate the proposed development.

The subject lands are shown in Figure 1.



Figure 1 Aerial Map of the subject property at 201 and 217 Hespeler Road.

Surrounding Land Uses

The surrounding land uses are characterized by a mix of commercial and residential land uses. North of the subject property is another existing car dealership at the corner of Hespeler Road and Can-Amera Parkway. An existing residential neighbourhood is located to the east comprised of single and semi-detached dwellings. Two new residential apartment buildings, six (6) and eight (8) storeys tall, are being constructed on the property to the south. Across Hespeler Road to the west is an existing 17 storey apartment building, four (4) storey stacked townhouses, and an existing commercial office. Farther north along Hespeler Road is the Chaplin Family YMCA and the Dumfries Conservation Area

ANALYSIS:

Proposal

The applicant is seeking approval to redevelop the subject lands with the following:

- A total of 321 rental units within two towers with heights of 13 and 17 storeys respectively
- A shared podium with ground floor commercial uses and structured parking
- A total of 407 parking spaces within the structure and 20 surface parking spaces (10 Type A and 11 Type B barrier free spaces)
- 100 indoor bicycle stalls and 23 outdoor stalls
- Shared landscaped roof top amenity area with play structure as well as enclosed social room
- Each unit is proposed to have a private balcony

Figure 2 and 3 below illustrate the proposed development.



Figure 2 Conceptual Elevation

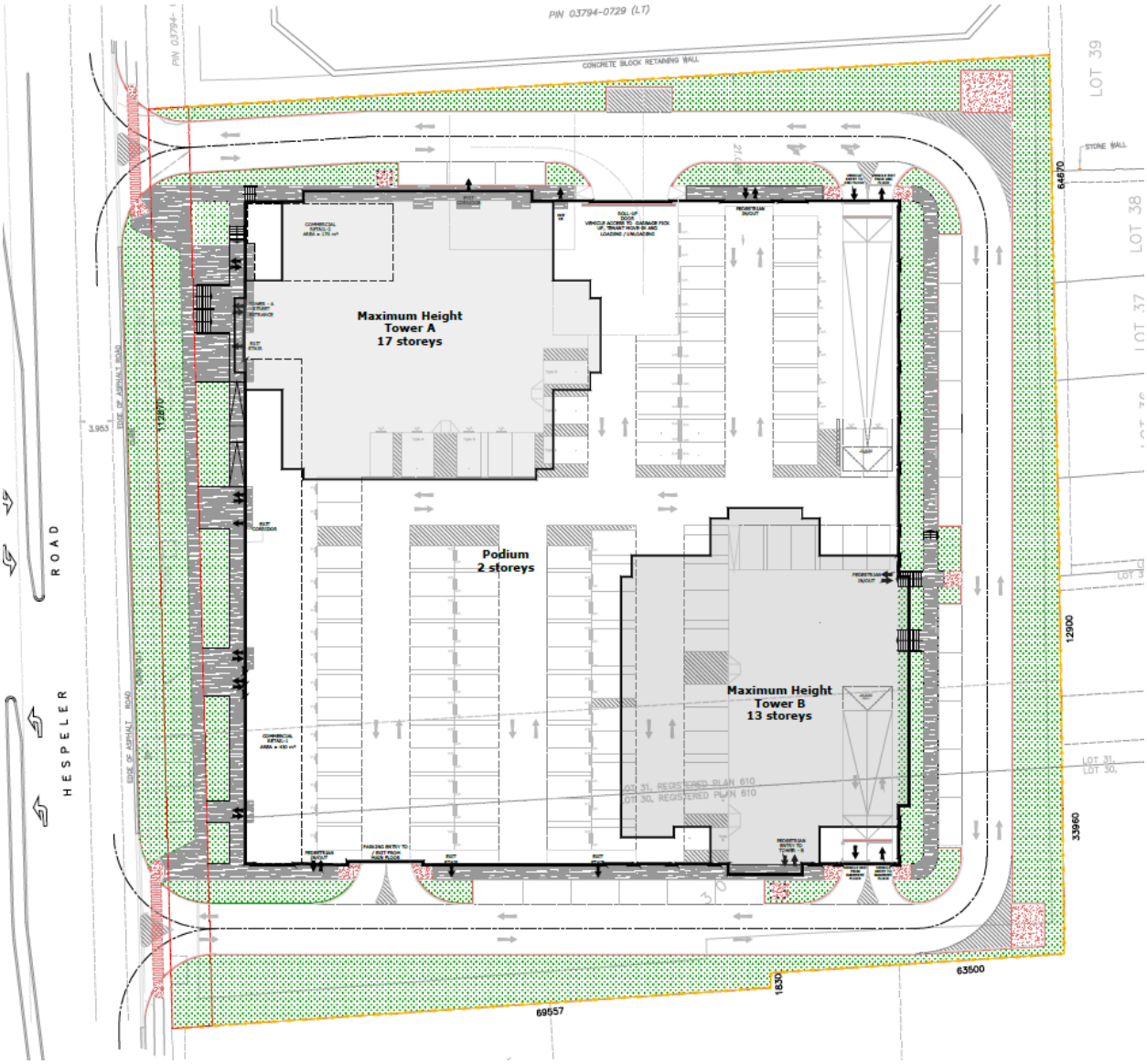


Figure 3 Concept Site Plan

Policy Overview

The lands are located within the Built-Up Area identified in the Growth Plan, the Regional Official Plan (ROP) and City Official Plan (OP). Directing development towards the existing Built-Up Area contributes to the creation of complete communities and maximizes the use of existing infrastructure.

The Hespeler Road Mixed Use Corridor is intended to provide opportunities for transit-oriented development supportive of the Region of Waterloo's rapid transit initiative that will help achieve the City's growth management objectives and may be developed for commercial, residential, office and institutional uses. New development is encouraged to be of a mixed-use format and shall have a density between 0.5-2.0 Floor Space Index (FSI) and between 4-12 storeys in heights.

The Can-Amera/Hespeler Road Community Node is a planned mixed-use node intended to accommodate a range of housing including townhouses and apartment buildings. This node is a proposed MTSA and will be developed at transit supportive densities and at a pedestrian scale. Mixed-use multi-storey buildings are encouraged along the Hespeler Road frontage. Appropriate transitions between building in the node and to surrounding existing developments are required.

Detailed land use policies with respect to the mixed-use corridor and community node will be established through the Hespeler Road Corridor Secondary Plan which is still under review. The draft policies in the secondary plan currently indicate the subject lands would be designated as mixed-use high density which would permit a maximum of 300 units per hectare and a maximum height of 20 storeys. The plan contains draft urban design guidelines and its is expected the applicant will address these policies through the site plan application.

The applicant is requesting a site-specific amendment to the Official Plan to permit an increase in height and density. The development has an FSI of 3.69 and 270 units per hectare with a maximum of 17 storeys in height. While the proposal does not meet the current requirements outlined in the City Official Plan, the proposal meets the intent of the draft Secondary Plan policies and staff are supportive of the application advancing prior to approval of the Secondary Plan.

The subject lands are also located within a Regeneration Area where infill and intensification are directed by the policies in the City Official Plan. The proposal will improve the Hespeler Road Corridor by eliminating a large surface parking lot and activate the pedestrian realm with the addition of ground floor commercial along the Hespeler Road frontage implementing the policies of the Community Node and the draft Secondary Plan.

The proposal is seeking to rezone the property to permit residential uses in addition to commercial uses. The details of the proposed site-specific zoning provisions to accommodate the development have been provided in the table below under Proposed Site-Specific Zoning Provisions and staff offer the following additional considerations:

- The proposed density of 270 units per hectare does not meet the maximum density in the current by-law. However, the draft Secondary Plan proposes a mixed-use high-density designation which would permit 300 units per hectare. In staff's opinion, the proposed increase in density is appropriate given the direction of the secondary plan and its location within an MTSA.
- The proposed parking reduction to permit 0.78 parking spaces per 100 sq.m of Gross Floor Area (GFA) would only apply to the commercial floor area. Based on the current plans, the proposed GFA would require a total of 15 commercial

parking spaces where the applicant is proposing 5 spaces. This reduction is considered minor given the location of the site within an MTSA and its current and future access to transit.

- Due to the split zoning of the property, the commercial portion of the building would be subject to the setback as outlined in the C4 zone. The requested reduction to the minimum front yard setback of 4.5m ensures that there will be a consistent setback along Hespeler Road and the commercial uses will frame the street and contribute to a more pedestrian friendly streetscape along the Hespeler Road Corridor. Therefore, staff are of the opinion the reduced setback is appropriate.
- The development proposes a landscape buffer around the perimeter of the building. The proposal also includes a landscaped roof which does not count toward landscaping in the by-law as it is not located 'at-grade'. Appropriate stormwater management can be provided as well as sufficient buffering to adjacent properties. Therefore, staff are of the opinion the slight reduction to the minimum landscaped open space to 25% is appropriate.

In staff's opinion, the requested site-specific provisions are considered minor in nature and will facilitate a development that is compatible with the surrounding neighbourhood.

It is the opinion of planning staff that the proposal is consistent with the policy directions regarding intensification within the Built-Up Area, Regeneration Area, Community Node and Secondary Plan area. The development provides an opportunity to transform an underutilized brownfield site for an appropriate transit supportive development within an MTSA. The proposal will support the growing population of the City by providing additional rental inventory in proximity to existing and future planned higher order transit along the Hespeler Road Corridor.

Staff Recommendation

It is the opinion of staff that the proposed applications are consistent with the Provincial Policy Statement and conform to the policies of the Provincial Growth Plan 2020 and the Regional Official Plan. The proposal represents good planning and as such, staff recommend approval of the Official Plan and Zoning By-law Amendment.

Planning decisions are subject to appeal to the Ontario Land Tribunal (OLT). An appeal may be filed if the application is refused, approved or if a decision is not made within the timeline for processing the applications set out in the Planning Act.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan, 2012, as amended

Existing Land Use Designation(s): Built-up Area - Map 1A and Hespeler Road Mixed Use Corridor - Map 2

Proposed Land Use Designation(s): Hespeler Road Mixed Use Corridor - Map 2 and Site-Specific Policy 8.10.92 - Map 2A

The subject lands are also located within the proposed Hespeler Road Corridor Secondary Plan.

Proposed Site-specific Official Plan Policies:

Development Standard	Official Plan Policy (Hespeler Road Mixed Use Corridor)	Draft Hespeler Road Corridor Secondary Plan (Mixed-Use High Density)	Proposed
Maximum Density Floor Space Index (FSI)/Units Per Hectare(UPH)	2.0 FSI	300 UPH	3.69 FSI 270 UPH
Height	12 storeys	20 storeys	20 storeys

The existing and proposed land use designation in the City Official Plan are shown on Figure 4.

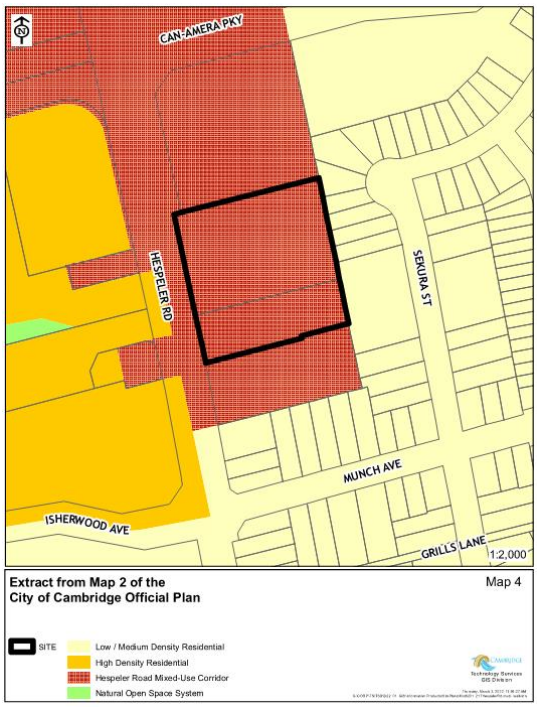


Figure 4 Hespeler Road Mixed Use Corridor

City of Cambridge Zoning By-law 150-85, as amended

Existing Zoning: C4 and C4 s.4.1.37

Proposed Zoning: (H)C4RM1 s.4.1.432

Proposed Site-specific Zoning Provisions:

Development Standard	Existing Zoning By-law 150-85 (C4RM1)	Proposed
Maximum Density	250 units per hectare	270 units per hectare
Minimum Parking (Commercial)	2.5 spaces/100 sq.m of GFA (15 spaces)	0.78 spaces/100 sq.m of GFA (5 spaces)
Minimum Front Yard Setback	RM1: 4.5 m C4: 15 m	RM1: 4.5 m C4: 4.5 m
Landscaped Open Space	30%	25%

Prohibition of geothermal wells: Geothermal Wells are prohibited on site. A geothermal well is defined as a vertical well, borehole or pipe installation used for geothermal systems, ground-source heat pump systems, geo-exchange systems or earth energy systems for heating or cooling; including open-loop and closed-loop vertical borehole systems. A geothermal well does not include a horizontal system where construction or excavation occurs to depths less than five meters unless the protective geologic layers overlaying a vulnerable aquifer have been removed through construction or excavation.

Recommended Holding Provision:

The Holding Provision will be lifted once the following requirements have been satisfied:

1. A Record of Site Condition (RSC) in accordance with O. Reg. 153/04, as amended, has been filed on the Ministry of Environment, Conservation and Parks (MECP) Environmental Site Registry on or after July 1, 2011 and the RSC and the Ministry's Acknowledgement letter is received to the satisfaction of the Region of Waterloo.
2. A detailed stationary noise study has been completed and any recommended mitigation measures have been implemented to the satisfaction of the Region of Waterloo. The detailed stationary noise study shall review the potential impacts of the development on itself (e.g. HVAC system on the sensitive points of reception) and the impact of the development on the adjacent sensitive land uses.

The existing and proposed zoning is shown on Figure 5.

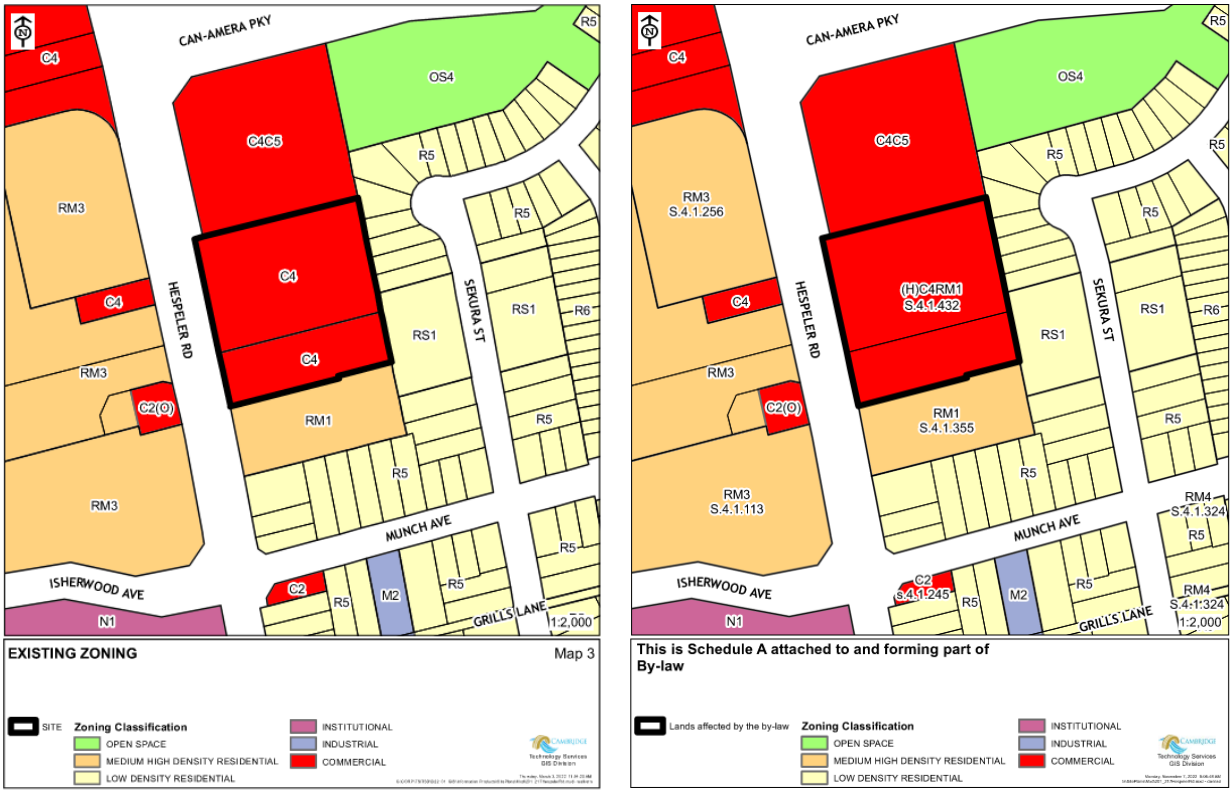


Figure 5 Existing and Proposed Zoning

FINANCIAL IMPACT:

- Planning Application fees for the Official Plan and Zoning By-law Amendment totaling $29,000 has been paid to process the applications. A Site Plan application fee of $16,800 has also been paid.
- The estimated City of Cambridge tax revenue for the proposed development is $460,650.
- City Development Charges for the proposed development is estimated at $4,193,223 for 321 apartment units.
- Any further costs associated with the development of the site are borne by the applicant.

PUBLIC VALUE:

Engagement

A Statutory Public Meeting was held on May 31, 2022. City of Cambridge staff did not receive any written submissions or requests from the public to be included on the mailing list for this Official Plan and Zoning By-law Amendment. Anyone who requests to be notified of Council's decision on the proposed development will be sent the associated decisions.

ADVISORY COMMITTEE INPUT:

Not Applicable.

PUBLIC INPUT:

The statutory public meeting required under the Planning Act was held on May 31, 2022. There were no public delegations at the public meeting and City staff did not receive any written submissions related to the Official Plan and Zoning By-law Amendment.

The public meeting minutes are included as Appendix E.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix F.

Staff are supportive of the proposed redevelopment of the site.

The Region of Waterloo has no objection to the Official Plan and Zoning By-law amendment subject to the inclusion of the holding provisions and prohibition of geothermal wells. The subject lands are located on a Regional Intensification Corridor and are located within the Regional Council Adopted Can-Amera Major Transit Station Area (MTSA). The development concept proposes a higher density mixed use development that contributes to the minimum density target established for the Can-Amera MTSA of 160 people and jobs per hectare. As Major Transit Station Areas are identified as a Strategic Growth Area, the Region is supportive of increased density, uses and activity within these areas. The density and mixed-use proposed through this development is supported within ROPA 6.

The remainder of the comments relate to site design items such as urban design, provision/distribution of bicycle parking and pedestrian connections that will continue to be reviewed and secured through the Site Plan process, if approved.

CONCLUSION:

It is the opinion of Planning staff that the proposed Official Plan and Zoning By-law Amendment applications are consistent with the Provincial Policy Statement, conform with the policies of the Provincial Growth Plan 2020, the Regional Official Plan and City Official Plan. The proposed mixed-use high-density development represents appropriate intensification of an underutilized parcel of land located along an existing and planned higher order transit corridor and is considered good planning. Staff recommend

approval of the proposed Official Plan and Zoning By-law Amendments as attached to this report in Appendix A and B.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-136-CD Appendix A – Draft Official Plan Amendment
2. 22-136-CD Appendix B – Draft Zoning By-law Amendment
3. 22-136-CD Appendix C – Concept Plan
4. 22-136-CD Appendix D – Concept Elevation
5. 22-136-CD Appendix E – Public Meeting Minutes
6. 22-136-CD Appendix F – Internal/External Consultation and Supporting Documents

BY-LAW 22-XXX

OF THE

CITY OF CAMBRIDGE

Being a By-law of the Corporation of the City of Cambridge to adopt Amendment No. XX to the City of Cambridge Official Plan (2012), as amended (201 and 217 Hespeler Road)

WHEREAS sections 17 and 22 of the *Planning Act* R.S.O. 1990 c. P. 13, as amended empower the City of Cambridge to adopt an Official Plan and make amendments thereto;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. That Amendment No. 57 to the City of Cambridge Official Plan (2012) applies to land legally described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo.

2. The Amendment No. 57 to the City of Cambridge Official Plan (2012) as amended, consisting of the text and attached map, is hereby adopted.

3. That the Clerk is hereby authorized and directed to make application to the Regional Municipality of Waterloo for approval of the aforementioned Amendment No. 57 to the City of Cambridge Official Plan (2012), as amended.

4. That this By-law shall come into full force and effect upon the final passing thereof.

Read a First, Second and Third Time

PASSED AND ENACTED this 13th day of December 2022.

_____

Mayor

_____

Clerk

Purpose and Effect of Official Plan Amendment No. 57

City File No. OR01/22 – 201 and 217 Hespeler Road

The Purpose and Effect of Official Plan Amendment No. 57 to the City of Cambridge Official Plan (2012), as amended, is to maintain the existing Hespeler Road Mixed Use Corridor designation with a site-specific policy to permit the development of a mixed-use commercial and residential development to a maximum height of 17 storeys and maximum density of 3.69 Floor Space Index and 270 units per hectare to permit 321 residential apartment units and approximately 600 square metres of commercial floor area at 201 and 217 Hespeler Road.

Amendment No. 57 to the City of Cambridge Official Plan

1. Chapter 14, Map 2A of the City of Cambridge Official Plan is hereby modified by adding Site Specific Figure 92 as shown on Schedule ‘A’ attached hereto;

2. Chapter 16, of the City of Cambridge Official Plan is hereby amended by adding Figure 92 as shown on Schedule ‘B’ attached hereto;

3. Section 8.10 of the City of Cambridge Official Plan is hereby amended by adding the following subsection thereto:

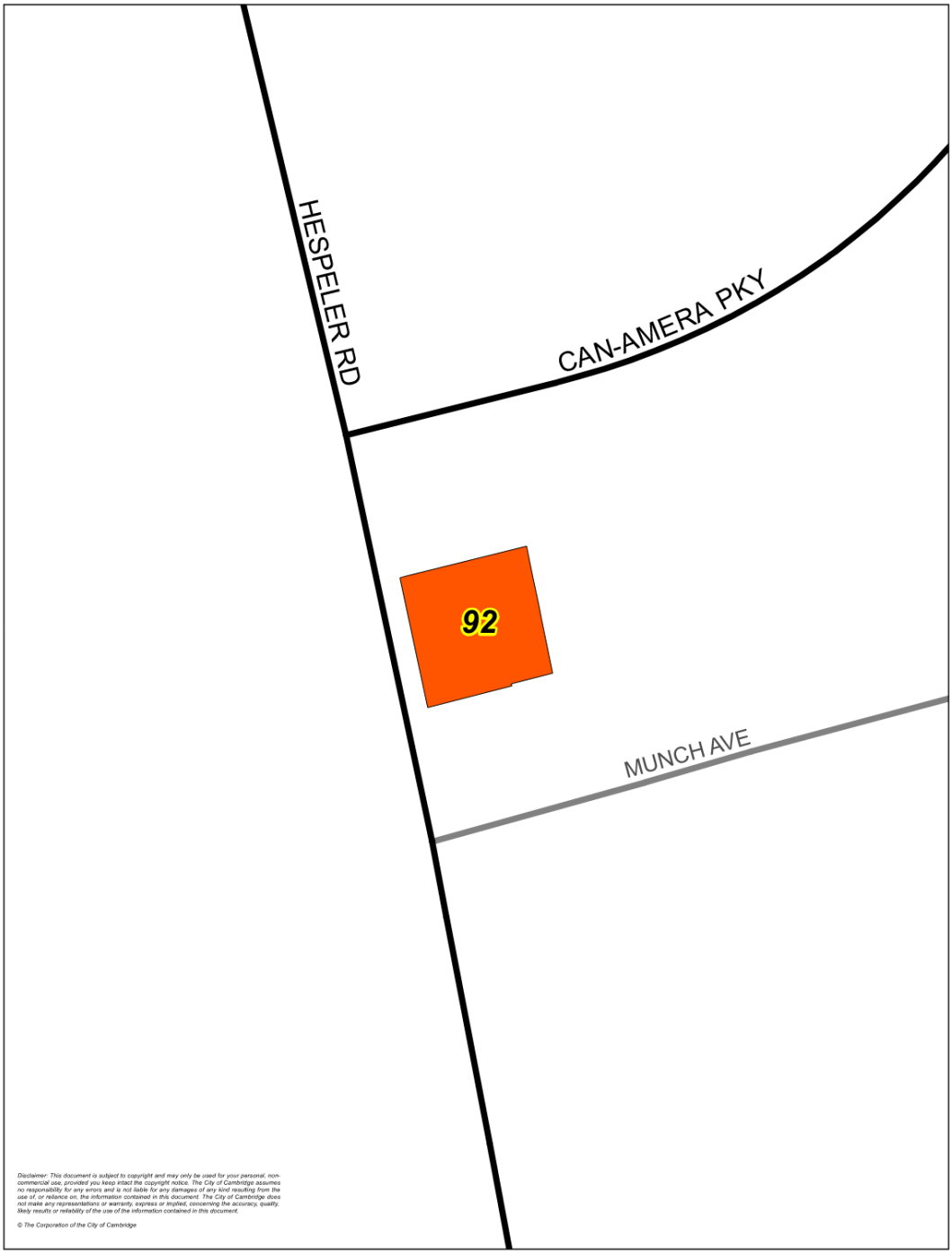
8.10.92

1. Notwithstanding Table 3 in Section 2.8.3.3 and Section 8.7.2.6 (b), the following maximum height and density requirements apply to the land designated as Hespeler Road Mixed Use Corridor located at 201 and 217 Hespeler Road and more particularly shown on Figure 92;

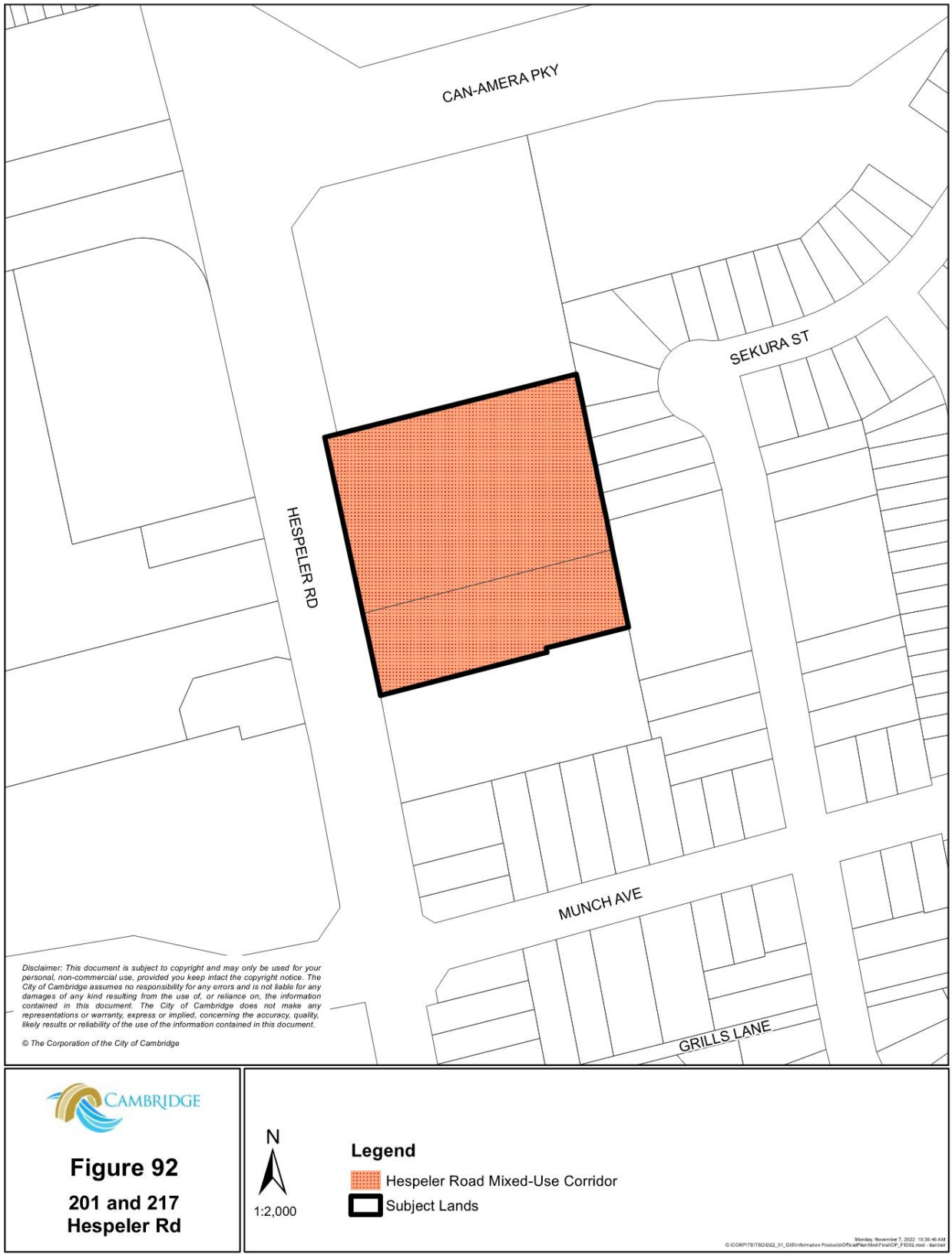
    a. Maximum density of 270 units per hectare and 3.69 Floor Space Index; and

    b. Maximum building height of 17 storeys

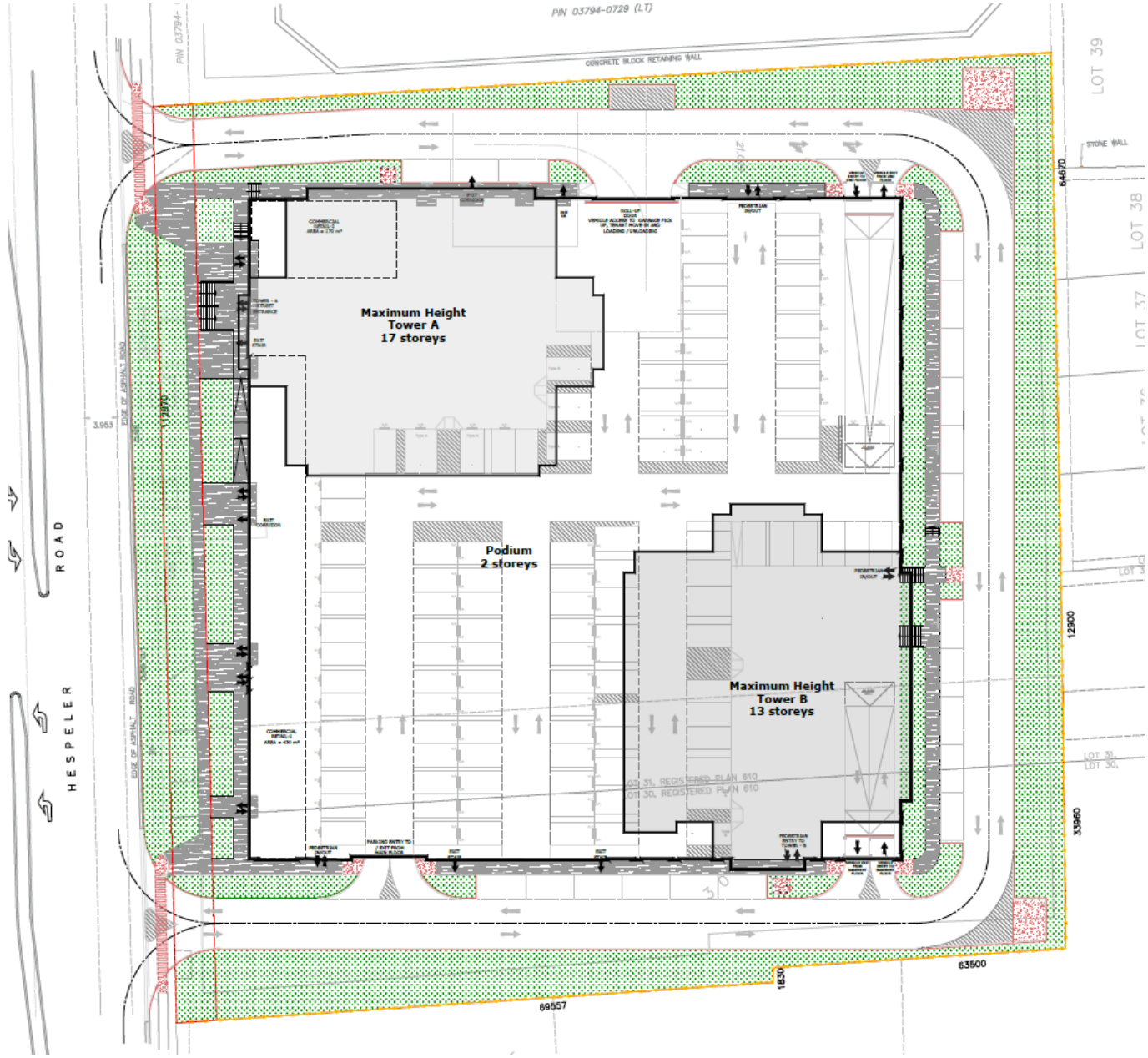
Schedule ‘A’


HESPELER RD
CAN-AMERA PKY
92
MUNCH AVE
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City of Cambridge Official Plan
CAMBRIDGE
MAP 2A
Site Specific Policies
(See Section 8.10)
OPA 57
N
1:3,000
Legend
Roads - Ownership
Province of Ontario or Region of Waterloo
City of Cambridge
Site Specific (Figure Number) 92

Schedule ‘B’


CAN-AMERA PKY
SEKURA ST
HESPELER RD
MUNCH AVE
GRILLS LANE
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CAMBRIDGE
Figure 92
201 and 217 Hespeler Rd
N
1:2,000
Legend
Hespeler Road Mixed-Use Corridor
Subject Lands

Appendix C – Concept Plan



MINUTES

Corporation of the City of Cambridge

Special Council Meeting - Statutory Public Meeting

Date:	May 31, 2022, 10:00 a.m. (Statutory Public Meeting) and reconvening at 5:00 p.m. (Special Council)
Location:	Virtual Meeting
Council Members in Attendance:	Councillor Reid - Ward 1 (arrived at 10:29 a.m.), Councillor Devine - Ward 2, Councillor Mann - Ward 3 (Arrived at 5:00 p.m.), Councillor Liggett - Ward 4 (arrived at 6:00 p.m.), Councillor Wolf - Ward 5, Councillor Adshade - Ward 6, Councillor Hamilton - Ward 7, Councillor Ermeta - Ward 8, and Mayor McGarry
Staff Members in Attendance:	David Calder - City Manager, Dave Bush - Deputy City Manager - Corporate Services, Hardy Bromberg - Deputy City Manager - Community Development, Yogesh Shah - Deputy City Manager - Infrastructure Services, Cheryl Zahnleiter - Deputy City Manager - Corporate Enterprise, Sheryl Ayres - Chief Financial Officer, Lisa Shields - City Solicitor, Danielle Manton - City Clerk, Jennifer Shaw - Deputy City Clerk, Mallory Greenough - Council Committee Services Coordinator, Michael Oliveri - Council Committee Services Coordinator, and Rachel Latour - Administrative Assistant
Others in Attendance:	Ayesh de Silva - Network Administrator, Rachel Greene - Senior Planner, Jacqueline Hannemann - Planner 1 Site Development/Zoning, Bryan Cooper – Senior Planner – Policy, Lesley Head – Director of Recreation and Culture, James Goodram – Director of Economic Development, Shane Taylor – Project Lead – Recreation Services, Kevin De Leebeeck – Director of Engineering, Andrew Martin – Director of Human Resource, Katie Fischer – Deputy Treasurer, and Paul Kan – Manager of Realty Services

1. Meeting Called to Order

The meeting of the Council of the Corporation of the City of Cambridge is held virtually via Microsoft Zoom and live streamed to the City of Cambridge website. Mayor McGarry welcomes everyone present and calls the meeting to order at 10:04 a.m.

2. Indigenous Territory Acknowledgement

3. Disclosure of Pecuniary Interest

None.

4. Public Meeting Notice

5. Public Meetings

Councillor Reid arrived at this time, being 10:29 a.m.

5.1 Public Meeting Report – 22-036-CD 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited)

Motion: 22-156

Moved by Councillor Devine
Seconded by Councillor Reid

THAT Report 22-036-CD Public Meeting Report – 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited) be received;

AND FURTHER THAT application OR14/21 for 180 Groh Avenue be referred back to staff for a subsequent report and staff recommendation.

In Favour (7): Councillor Reid, Councillor Devine, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (2): Councillor Mann, and Councillor Liggett

Carried (7 to 0)

5.2 Public Meeting Report - 22-051-CD - 200 Dundas Street South Official Plan and Zoning By-law Amendment – Pureland Investments Inc.

Motion: 22-157

Moved by Councillor Adshade
Seconded by Councillor Hamilton

THAT Report 22-051-CD – 200 Dundas Street South OPA and ZBA Public Meeting Report – Pureland Investments Inc. be received;

AND FURTHER THAT applications OR02/22 for 200 Dundas street South be referred back to staff for a subsequent report and staff recommendation.

In Favour (7): Councillor Reid, Councillor Devine, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (2): Councillor Mann, and Councillor Liggett

Carried (7 to 0)

5.3 Public Meeting Report – 22-031-CD 201 and 217 Hespeler Road – Official Plan and Zoning By-law Amendment (Jangilks Inc.)

Motion: 22-158

Moved by Councillor Ermeta
Seconded by Councillor Wolf

THAT Report 22-031-CD Public Meeting Report – 201 and 217 Hespeler Road – Official Plan and Zoning By-law Amendment (Jangilks Inc.) be received;

AND FURTHER THAT application OR01/22 for 201 and 217 Hespeler Road be referred back to staff for a subsequent report and staff recommendation.

In Favour (7): Councillor Reid, Councillor Devine, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (2): Councillor Mann, and Councillor Liggett

Carried (7 to 0)

6. Delegations

6.1 Paul DeMelo re: Public Meeting Report – 22-036-CD 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited)

Withdrew

6.2 Derek Coleman re: Public Meeting Report – 22-036-CD 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited)

6.3 Matthew Rogers re: Public Meeting Report – 22-036-CD 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited)

6.4 Dave Aston re: 22-069-CD Recommendation Report – Minister Zoning Order Request – 1500 Kossuth Rd

6.5 Corey Kimpson re: 22-069-CD Recommendation Report – Minister Zoning Order Request – 1500 Kossuth Rd

6.6 Brayden Raymond re: 22-069-CD Recommendation Report – Minister Zoning Order Request – 1500 Kossuth Rd

6.7 Carol Thorman re: 22-069-CD Recommendation Report – Minister Zoning Order Request – 1500 Kossuth Rd

6.8 Tony Schmidt re: 22-069-CD Recommendation Report – Minister Zoning Order Request – 1500 Kossuth Rd

6.9 Kae Elgie re: Motion Councillor Liggett – Ontario Must build it right the First time

7. Presentations

7.1 Rachel Greene, Senior Planner re: Public Meeting Report – 22-036-CD 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited)

7.2 Dave Aston, Vice President, Partner, MHBC re: Public Meeting Report – 22-036-CD 180 Groh Avenue – Official Plan and Zoning By-law Amendment (180 Groh Avenue Limited)

7.3 Jacqueline Hannemann, Senior Planner – Development re: Public Meeting Report - 22-051-CD - 200 Dundas Street South Official Plan and Zoning By-law Amendment – Pureland Investments Inc.

7.4 Victor Labreche, Associate Director - Practice Lead, Planning and Christian Tsimenidis, Planner, IBI Group re: Public Meeting Report - 22-

051-CD - 200 Dundas Street South Official Plan and Zoning By-law Amendment – Pureland Investments Inc.

7.5 Rachel Greene, Senior Planner re: Public Meeting Report – 22-031-CD 201 and 217 Hespeler Road – Official Plan and Zoning By-law Amendment (Jangilks Inc.)

7.6 Juliane von Westerholt, Associate, MHBC re: Public Meeting Report – 22-031-CD 201 and 217 Hespeler Road – Official Plan and Zoning By-law Amendment (Jangilks Inc.)

7.7 Andrew Martin, Director of Human Resources re: Update on Bill 27, Working for Workers Act, 2021

7.8 Matthew Betik, Partner, KPMG and Courtney Cheal, Senior Manager, KPMG re: 2021 Financial Report - 22-005-CRS

7.9 Ron Spina, Principal, Colliers Project Leaders re: Recreation Complex - Joint-Use Campus Update - 22-071-CD

7.10 Bryan Cooper, Senior Planner - Policy re: 22-069-CD Recommendation Report – Minister Zoning Order Request – 1500 Kossuth Rd

Councillor Mann arrived at this time, being 5:00 p.m.

8. Closed Session

Motion: 22-159

Moved by Councillor Adshade
Seconded by Councillor Ermeta

THAT in accordance with Section 239(c) of the Municipal Act, 2001, Council convene in Closed Session at 5:09 p.m. to consider the following subject matter:

A proposed or pending acquisition or disposition of land by the municipality (Potential Property Acquisition).

In Favour (8): Councillor Reid, Councillor Devine, Councillor Mann, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (1): Councillor Liggett

Appendix E – Internal/External Consultation & List of Supporting Studies

This application has been circulated to the departments and agencies listed below. Their comments will be included in a future staff report to Council for consideration.

- City of Cambridge Engineering Division;
- City of Cambridge Transportation Engineering Division;
- City of Cambridge Fire Department;
- City of Cambridge Building Services Division;
- City of Cambridge Accessibility Coordinator;
- City of Cambridge Economic Development Division;
- City of Cambridge Planning Services;
- Regional Municipality of Waterloo;
- Grand River Conservation Authority;
- GrandBridge Energy Inc;
- Waterloo Region District School Board; and,
- Waterloo Catholic District School Board.

List of Supporting Studies

- Planning Justification Report
- Conceptual Site Plan
- Urban Design Brief
- Scoped Environmental Impact Statement
- Transportation Impact Study
- Environmental Noise Impact Study
- Preliminary Geotechnical Feasibility Study
- Functional Servicing and Stormwater Management Report
- Functional Grading and Servicing Plan
- Preliminary Geotechnical Investigation
- Chloride Impact Assessment
- Notice of Source Protection Plan Compliance (Section 59 Notice)

BY-LAW 22-XXX

of the

CITY OF CAMBRIDGE

Being a By-law of the Corporation of the City of Cambridge to amend Zoning By-law 150-85, as amended with respect to land municipally known as 201 and 217 Hespeler Road.

WHEREAS Council of the City of Cambridge has the authority pursuant to Section 34 and 36 of the Planning Act, R.S.O. 1990, c. P. 13, as amended to pass this By-law;

AND WHEREAS this By-law conforms to the City of Cambridge Official Plan, as amended;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this Amendment was presented at the public meeting held May 31, 2022, and that a further public meeting is not considered necessary in order to proceed with this Amendment; and,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT this by-law shall apply to lands described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo and shown on Schedule ‘A’ attached hereto and forming part of the by-law;

2. THAT Schedule ‘A’ to City of Cambridge Zoning By-law 150-85, as amended, is hereby amended by changing the zoning classification of the lands shown in heavy black in the attached Schedule ‘A’ to this By-law from C4 and C4 s.4.1.37 125 to (H)C1RM1 s.4.1.432;

3. THAT the aforesaid City of Cambridge Zoning By-law No. 150-85, as amended, is hereby further amended by adding the following subsection under section 4.1 thereof:

   4.1.432 – 201 and 217 Hespeler Road:

1. Notwithstanding the provisions of Sections 3.1.2.4 (b), (j) and 3.3.3.2 (c) of the City of Cambridge Zoning By-law No. 150-85, the following regulations shall apply to the property in the C1RM1 zone to which reference S.4.1.432 is made on Schedule 'A' attached to and forming part of this by-law:

    a. A maximum density of 270 units per hectare shall be permitted.
    b. A minimum landscaped open space of 25% shall be permitted.
    c. A minimum front yard setback of 4.5m shall be permitted.

2. Notwithstanding the provisions of Section 2.2.1.2 (b), of this By-law, the following regulations shall apply to the lands in the C1RM1 zone to which reference "s.4.1.432" is made on Schedule 'A' attached to and forming part of this By-law:

    a. Commercial parking shall be provided at a rate of 0.78 spaces per 100 square metres of gross leasable commercial floor area.

3. No Geothermal Wells shall be permitted on the lands in Schedule "A". A geothermal well is defined as a vertical well, borehole or pipe installation used for geothermal systems, ground-source heat pump systems, geo-exchange systems or earth energy systems for heating or cooling; including open-loop and closed-loop vertical borehole systems. A geothermal well does not include a horizontal system where construction or excavation occurs to depths less than five meters unless the protective geologic layers overlaying a vulnerable aquifer have been removed through construction or excavation.

4. The (H) Holding provision applying to the lands zoned C1RM1 "s.4.1.432" may only be lifted once the following requirements have been addressed:

    a. A Record of Site Condition (RSC) for the entirety of the subject lands in accordance with O. Reg. 153/04, as amended, has been filed on the Ministry of Environment, Conservation and Parks (MECP) Environmental Site Registry on or after July 1, 2011 and the RSC and the Ministry's Acknowledgement letter has been submitted to the satisfaction of the Regional Municipality of Waterloo.
    b. A detailed stationary noise study has been completed and any recommended mitigation measures have been implemented to the satisfaction of the Region of Waterloo. The detailed stationary noise study shall review the potential impacts of the development on itself (e.g. HVAC system on the sensitive points of reception) and the impact of the development on the adjacent sensitive land uses.

5. THAT this By-law shall come into force and effect on the date it is enacted and passed by Council of the Corporation of the City of Cambridge, subject to notice hereof being circulated in accordance with the Planning Act and Ontario Regulation 545/06.

Read and First, Second and Third Time, Enacted and Passed this 27th day of September 2022.

PASSED AND ENACTED this 13th day of December 2022

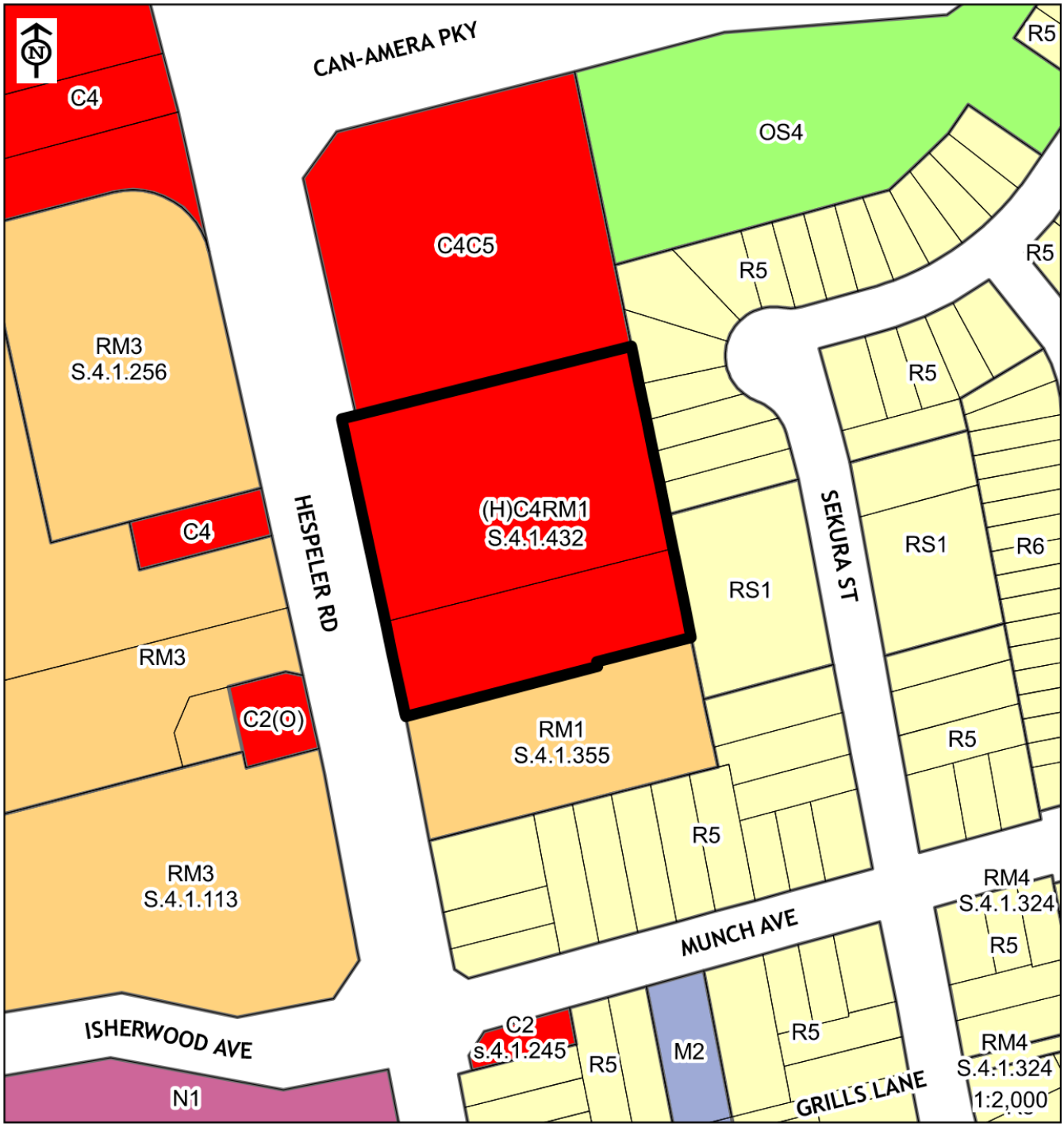
_____

Mayor

_____

Clerk

Schedule A



This is Schedule A attached to and forming part of By-law

Lands affected by the by-law

Zoning Classification

- OPEN SPACE
- MEDIUM HIGH DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- INSTITUTIONAL
- INDUSTRIAL
- COMMERCIAL

CAMBRIDGE
Technology Services
GIS Division

Monday, November 7, 2022 8:06:48 AM
ts\SitePlans\Mxd\201_217HespelerRd.mxd - danilad

Purpose and Effect of By-law No 22-XXX

The purpose and effect of this by-law is to amend the zoning classification of the lands legally described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo from C4 and C4 s.4.1.37 to (H)C1RM1 s.4.1.432 to facilitate the development of the lands for a mixed-use commercial and residential development to a maximum height of 17 storeys with 321 residential apartment units and approximately 600 square metres of commercial floor area.

Appendix D – Concept Elevations



PRELIMINARY MASSING
NORTHEAST VIEW



To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-139-CD Recommendation Report – 359 Lawrence Street– Zoning By-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o Evan Wittmann – GSP Group Inc.)**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Michael Campos, Planner
Report No.:	22-139-CD
File No.:	R10/21
Wards Affected:	**3**

RECOMMENDATION(S):

THAT Report 22-139-CD Recommendation Report – 359 Lawrence Street – Zoning By-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o Evan Wittman – GSP Group Inc.) be received;

AND THAT Cambridge Council approves the proposed Zoning By-law Amendment to rezone the subject lands from “Commercial - C2(O)” to the “Residential – RM4 (S.4.1.433) to facilitate the development of six street-fronting townhouse units;

AND THAT Cambridge Council is satisfied that the requirement for a public meeting in accordance with subsection 34(17) of the Planning Act has been satisfied;

AND FURTHER THAT the by-law attached to this report be passed.

EXECUTIVE SUMMARY:

Purpose

- This report has been prepared to provide a recommendation on the proposed Zoning By-law Amendment application for the lands located at 359 Lawrence Street, which if approved, will facilitate the development of the property with six (6), two-storey street-fronting townhouse units, each with individual driveway access off of Lawrence Street.

Key Findings

- The subject lands are located within a Regeneration Area as outlined by Map 6 of the City's Official Plan. Regeneration Areas are areas of the City where a transition of use from one use, such as commercial/industrial to another use, such as residential, is anticipated.
- The proposed development would contribute to the City's objective of providing for a range and mix of housing options and supports Regional and City objectives that seek to direct 45 percent of all new development to the Built-Up Area.
- The intensification of the lands for residential uses would use existing municipal services, and would provide additional support to local amenities within the Preston Core Area.
- The proposed development supports planning policy which encourages gentle intensification within existing neighbourhoods. This proposed development is an ideal use for the underutilized property.
- It is the opinion of Staff that the proposed development aligns with Provincial, Regional and City development policies.

Financial Implications

- A planning application fee has been paid to the City to process the Zoning By-law Amendment application. The applicant has also submitted a Consent application to the Committee of Adjustment to establish the individual lots, should the Zoning By-law Amendment be approved. A decision relating to the Consent application has been deferred until after a decision has been issued for the Zoning By-law Amendment.
- City and Regional Development Charge Fees will be collected prior to building permit issuance.
- If approved, the proposed development will contribute additional tax revenue to the City. An estimate of the potential tax revenue is provided further below in this report.
- Any other costs associated with the development of the site is to be borne by the applicant.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or

☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Increase housing options

Program: Development Approvals

Core Service: Official Plan and Zoning By-law Amendments

BACKGROUND:

Property

The subject lands are known municipally as 359 Lawrence Street and are legally described as Plan 353, Lot 9 & Lot 10 Closed; Margaret Street, Part of Reference Plan 67R1397; Part 1 of Reference Plan 58R9913; Part 10, City of Cambridge, Regional Municipality of Waterloo. The property has an approximate area of 1,479 square metres (15,920 square feet) and contains frontages onto both Lawrence Street and Mildred Street.

The subject property is currently occupied with a single-storey commercial office building and a surface parking lot. The lands are generally flat and located adjacent to existing residential uses.

The subject lands are shown in Figure 1 below.



Figure 1 Aerial Photo of 359 Lawrence Street

Surrounding Land Uses

The subject lands are located in proximity to the Preston Core Area, situated approximately 300 metres northeast of King Street East. The surrounding land uses are mixed with an emerging intensification of land uses. Residential uses generally

surround the subject lands and beyond in each direction. Notably, a recently constructed townhouse development on Margaret Street consisting of 11 six-unit blocks, four four-unit blocks, and two four-storey buildings demonstrates the area's shift towards greater residential densities within the Regeneration Area. A range of retail and service commercial amenities are found located in the area, primarily towards the Preston Core. Additionally, recreational amenities including Civic Park and Ed Newland Pool are found in proximity to the site.

The surrounding land use context is in keeping with the character of a mixed-use neighbourhood.

ANALYSIS:

Proposal:

The applicant has submitted a Zoning By-law Amendment application for the subject lands to rezone the property from its existing Commercial – C2(O) zone to the Multiple Residential – RM4 zone to permit the development of six, street-fronting townhouse dwelling units, along with establishing site-specific development standards that will permit a reduced exterior side yard, a reduced interior side yard, an increased maximum lot coverage, and a reduced distance between a driveway access and an intersection.

Each proposed unit is identical in layout, having a total gross floor area of 130 square metres (1,399 square feet), excluding the basement level. The two end units are roughly 6.5 square metres (70 square feet) larger than the four middle units. The proposed design of the townhomes will be contemporary, as the block will be a combination of vertical and horizontal board and batten siding.

Each unit will have access to an individual driveway, except for the middle two units, which will have adjoining driveways with no separation. These driveways range from 6.9 to 9.1 metres in length, permitting sufficient room for vehicle parking in addition to the individual garage that is provided for each unit. Parking for the units is required at a rate of one space per unit. The proposed application exceeds this requirement.

Finally, the property is proposing individual private rear yards for each unit with the rear yards ranging between 10.7 metres and 13.4 metres in length. The applicant has also proposed additional landscaping features, including trees along the Mildred Street frontage and planters at the front patio of each unit. Exact locations and types of landscaping has not been confirmed.

Figure 2 below provides an illustration of the proposed development:



Figure 2: Proposed Development

Policy Analysis:

City Staff have completed a detailed review of the proposed application, including all submitted application materials, department and agency comments, compatibility with the surrounding neighbourhood with respect to the proposed built-form, height and density, the appropriateness of the subject lands to accommodate the development, and the site-specific provisions that have been requested by the applicant.

It is the opinion of Staff that the proposal is consistent with the policy directions regarding intensification within the Built-Up Area and Regeneration Areas. The subject lands provide an opportunity for an appropriate residential infill redevelopment that will be compatible with the surrounding established residential neighbourhood and will support the growing population of the City by providing attainable units for a variety of lifestyles.

The proposed development is planned to have a maximum density of 40.5 units per hectare, which is in conformity with the maximum allowable density of 75 units per hectare for the Regeneration Area. The Low/Medium Density Residential designation for these lands permits a range of residential built-form, including the proposed townhouse development.

With respect to the proposed Zoning By-law Amendment, the applicant is proposing to rezone the lands to the RM4 zone to permit the proposed townhouse built-form, which is not currently permitted within the existing C2(O) zone for these lands. The residential lands immediately abutting the lands to the south are also zoned RM4 and are developed with similar townhouse developments. As such, it is the opinion of staff that the proposed development is consistent with existing zoning in the area and complements current surrounding development, thereby respecting the character of the neighbourhood. The proposed development will not introduce any new forms of development into the residential area that do not already exist.

As the proposal is seeking to facilitate changes to the current permissions of the requested RM4 zone, an amendment is required to establish site-specific provisions on the lands as identified in the table below referenced as Proposed Site-specific Zoning Provisions and staff offer the following additional considerations:

- Planning Staff do not have any concerns with the proposed reduction of the exterior side yard setback to 4 metres. The intent of the setback is to ensure that buildings are sufficiently distanced from the public realm and roadway as to not cause any disturbances. Mildred Street is a short local road, slightly longer than 100 metres in length, with minimal traffic. The proposed reduction in the setback would not disrupt future residents of the subject lands, nor would it create adverse impacts on the public realm. Additionally, the proposed development is angled to be parallel to the interior lot line rather than the exterior. As such, the minimum 4 metre setback is only experienced at one point along the proposed building and gradually increases towards the rear yard to a maximum setback of 5.6 metres. Given the above, Staff are supportive of this reduction.
- Similar to the exterior side yard setback, the intent of the interior side yard setback is to ensure that buildings on separate lots are sufficiently spaced from one another. The interior side yard of the subject lands shares a lot line with the rear yard of the adjacent residential uses, distancing the two built-forms further than a typical interior side yard setback. As such, the proposed 2 metre setback, a reduction by one metre from the minimum requirement of the Zoning By-law will not create adverse impacts on the future residents or adjacent properties. Planning Staff are supportive of the proposed reduction.

- The intent of the maximum lot coverage provision is generally used to balance hard and soft surfaces and to ensure that overdevelopment of the site is not experienced. In the case of townhouse dwellings, the combination of the front and rear yard setbacks provides another standard to balance the built area. Functionally, lot coverage achieves the same goal as setbacks. The site has provided a sufficient front and rear yard setback, while providing a large unit size on the site. Additionally, the percentage of landscaped area that is required to be provided is 30 percent of each lot, which as part of this proposal, is being surpassed on each lot. As such, the requested increase in lot coverage to 45% will not lead to an overdeveloped lot, and will still comply with the minimum landscaping requirements for each lot. Planning Staff do not have any concerns with this request and are recommending approval.
- The easternmost unit proposed as part of the development is located closest to the intersection of Mildred Street and Lawrence Street. In order to provide for a driveway access to this end unit, a reduced distance of 7.3 metres between the driveway access and the property line of Mildred Street has been requested in order to align with the proposed garage. The total reduction requested is 0.2 metres, which Planning Staff consider to be minor. There are no safety concerns with associated with the reduced distance and Planning staff are supportive of this reduction.

Staff Recommendation:

Based on the review completed above of the requested site-specific provisions, it is the opinion of Staff that the proposed application is consistent with the Provincial Policy Statement, conforms with the policies of the Provincial Growth Plan, the Regional Official Plan, the City of Cambridge Official Plan and meets the general intent and purpose of the City of Cambridge Zoning By-law No. 150-85. The proposal represents good planning and Staff recommend approval of the Zoning By-law Amendment.

Planning decisions are subject to appeal to the Ontario Land Tribunal (OLT). An appeal may be filed if the application is refused, approved or if a decision is not made within the timeline for processing the applications set out in the Planning Act.

Contributions to City:

Area of Focus	Targets	Contribution
Intensification Contribution	• 45 percent of new development to be directed to the Built-Up Area through intensification. • Regeneration Areas are	• Supports the City's interest in intensifying existing properties within the Built-up Area. • Conforms with policies for the Regeneration

	intended to transition from Commercial/Industrial to Residential	Area and supports the policy direction for these lands.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan, 2012, as amended

Existing Land Use Designation(s): Built-up Area - Map 1A; Low/Medium Density Residential - Map 2 and Regeneration Area – Map 6

The proposed development conforms with the current Official Plan policies for the "Low/Medium Density Residential" designation and Regeneration Area. The existing land use designation in the City's Official Plan is shown on Figure 3 below:

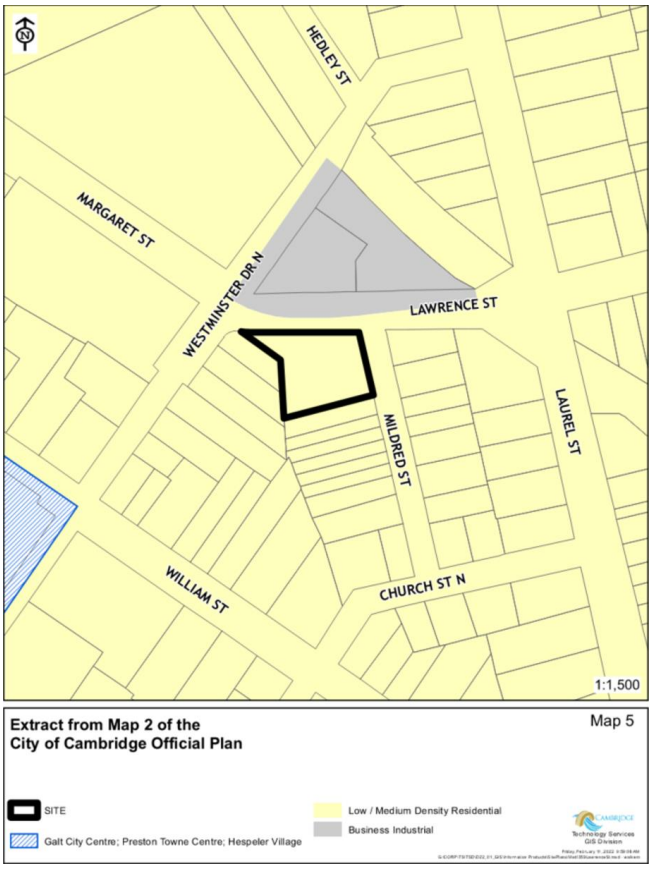


Figure 3: Existing Map of the Official Plan

City of Cambridge Zoning By-law 150-85, as amended

Existing Zoning: C2(O)

Proposed Zoning: RM4 with site-specific S.4.1.433

Proposed Site-specific Zoning Provisions:

Development Standard	Existing Zoning By-law 150-85 (RM4)	Draft Zoning By-law (CV1)	Proposed (RM4, S.4.1.433)
Exterior Side Yard Setback	6 metres	6 metres	4 metres
Interior Side Yard	3 metres	7.5 metres	2 metres
Lot Coverage	40 percent	N/A	45 percent
Minimum Distance of an Access Driveway to the intersection of any two street lines	7.5 metres	7.5 metres	7.3 metres

The existing and proposed zoning is shown on Figure 4 below.

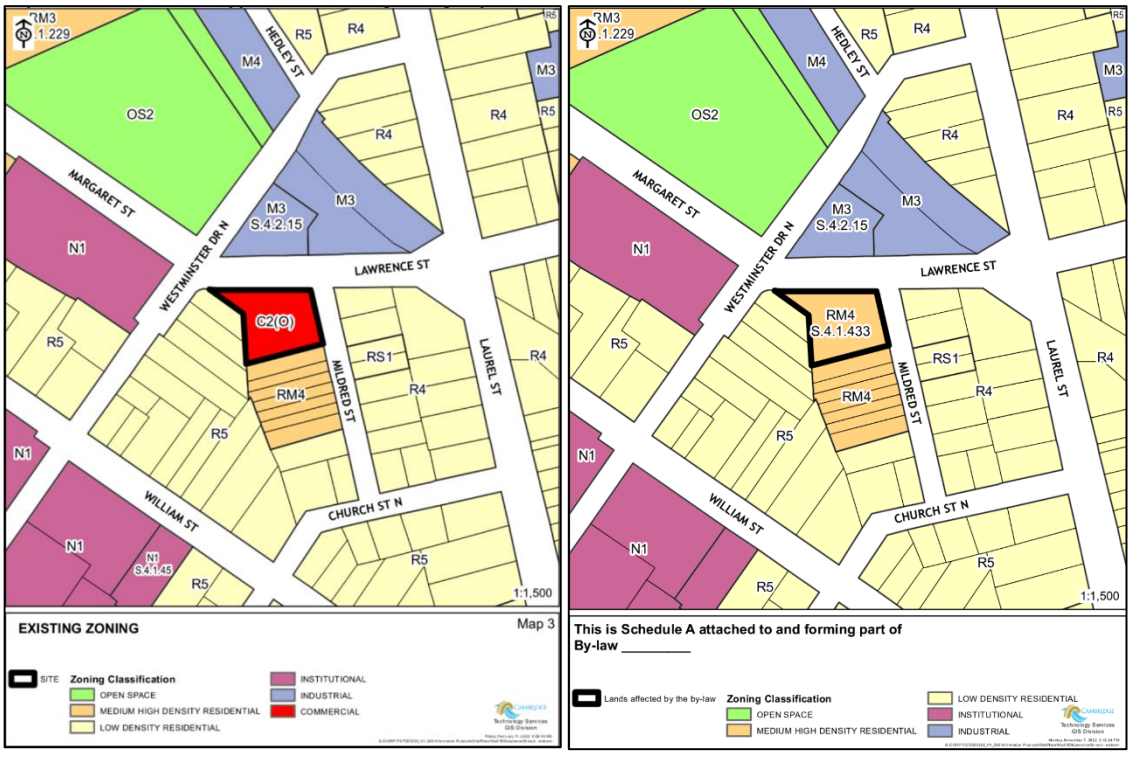


Figure 4: Existing and Proposed Zoning

FINANCIAL IMPACT:

- Planning Application fees for the Zoning By-law Amendment application totaling $13,000 has been paid to the City (2021) to process these applications. A Planning Application fee of $1,600 has also been received by the City to process the consent application.
- The estimated City of Cambridge tax revenue for the proposed development will be approximately $14,752 using the 2021 City tax portion rate. Please note that this is an estimate of assessed value and property taxes only.
- City Development Charge fees for the proposed development is estimated at $120,082 for 6 residential apartment units.
- Any further costs associated with the development of the site are borne by the applicant.

PUBLIC VALUE:

Engagement:

Public involvement was encouraged through the planning review process. This process provided the community with the opportunity to share their opinions and views openly and allowed for active and direct communication between residents, staff, the applicant and members of the Council.

A Statutory Public Meeting was held on March 22, 2022. Following the Statutory Public Meeting, those members of the public/residents that have requested to be added to the sign-in registry at the meeting or have requested to be notified of Council's decision on the proposed development and associated applications, were notified of this Recommendation Report being presented to Council on November 17, 2022.

ADVISORY COMMITTEE INPUT:

Not Applicable.

PUBLIC INPUT:

In accordance with the Planning Act, the City held a public meeting on March 22, 2022 in order to formally consider the requested Zoning By-law Amendment application and to receive comments from the Public and from members of Council. No oral or written delegations were received at the public meeting from members of the community. Comments raised by Council included a request to confirm that the length and width of the driveway accesses and garages could accommodate a modern-day vehicle, as well as a request to provide additional landscaping to the site. The applicant responded to

those questions and confirmed that modern-day vehicles would have no issue parking in the provided spaces, which has also been confirmed by City Staff. With respect to landscaping, the applicant has provided plans illustrating landscaping located along the Mildred Street property line, within the rear yards of the proposed units and in the front yard to help create a vibrant development.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix F.

Generally, the comments received as part of the circulation of this application did not raise many concerns and most departments/agencies had no objections to the approval of the proposed Zoning By-law Amendment. The applicant did address comments relating to providing additional landscaping on the site, as well as addressed Transportation concerns regarding the proximity of the easternmost driveway access to the intersection of Mildred Street and Lawrence Street. The applicant successfully addressed comments and revised their plan accordingly.

CONCLUSION:

Staff is of the opinion that the proposed application is consistent with the Provincial Policy Statement, conforms with the policies of the Provincial Growth Plan 2020, conforms with the Regional Official Plan, the City of Cambridge Official Plan and meets the general intent and purpose of the City of Cambridge Zoning By-law No. 150-85.

The proposal represents good planning that contributes to the creation of attainable housing within the Regeneration Area and is in keeping with the character of the surrounding neighbourhood with a desirable built form that incorporates complementary design. As such, staff recommends approval of the Zoning By-law Amendment as attached to this report in Appendix G.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-139-CD Appendix A – Proposed Site Concept Plan
2. 22-139-CD Appendix B – Elevations
3. 22-139-CD Appendix C – Existing Official Plan Map
4. 22-139-CD Appendix D – Existing Zoning map
5. 22-139-CD Appendix E – Public Meeting Excerpts
6. 22-139-CD Appendix F – Internal/External Consultation and List of Supporting Documents
7. 22-139-CD Appendix G – Draft Zoning By-law Amendment

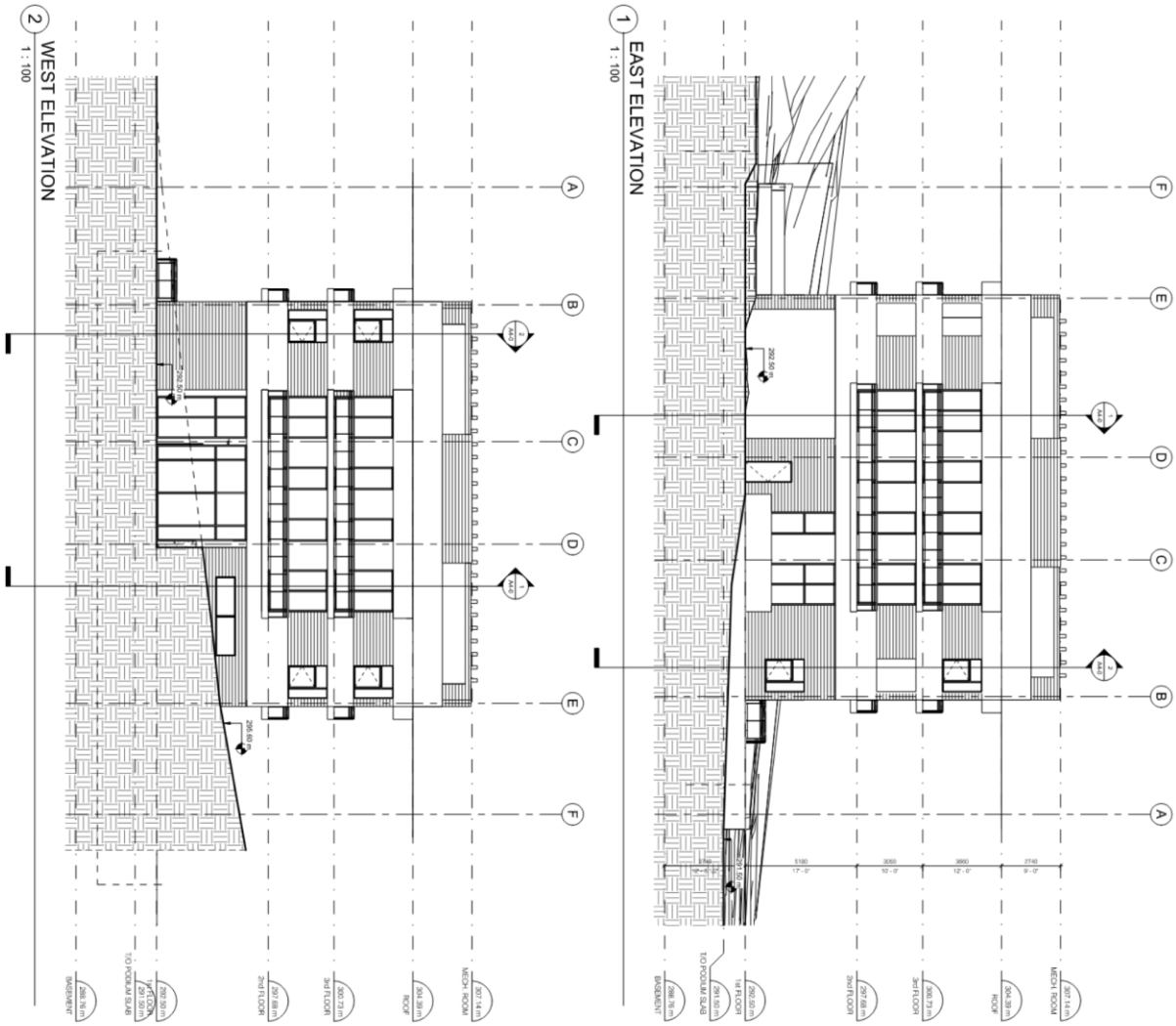
22-139-CD Appendix A – Concept Site Plan



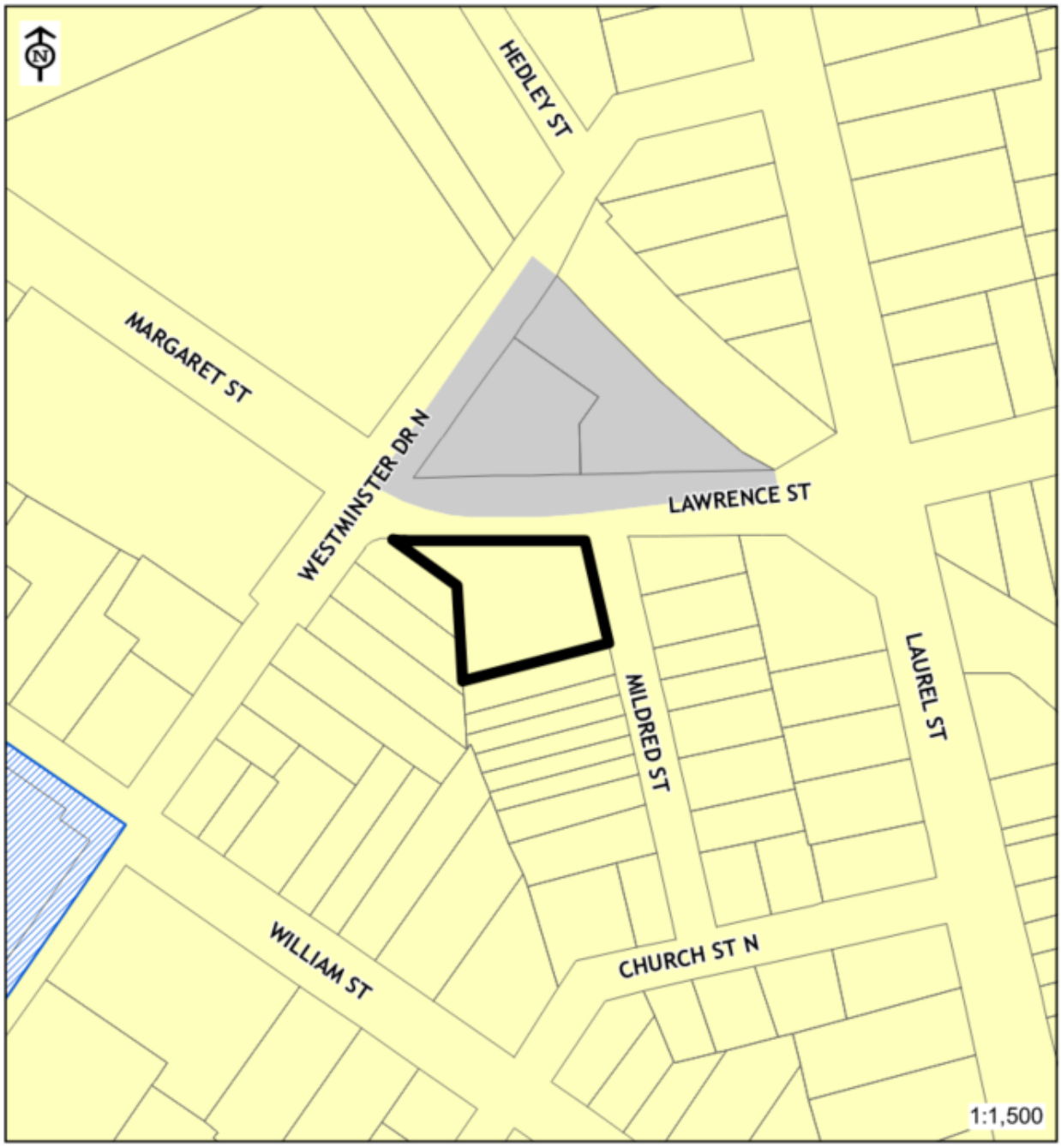
22-139-CD Appendix B – Concept Elevations



BLOCK FRONT ELEVATION


1 EAST ELEVATION
1 : 100
2 WEST ELEVATION
1 : 100
BASEMENT
T.O.PODIUM SLAB
1st FLOOR
2nd FLOOR
3rd FLOOR
ROOF
MECH. ROOM

22-139-CD Appendix C – Existing Official Plan Map



Extract from Map 2 of the City of Cambridge Official Plan

Map 5

SITE

Galt City Centre; Preston Towne Centre; Hespeler Village

Low / Medium Density Residential

Business Industrial

Technology Services
GIS Division

22-139-CD Appendix D – Existing Zoning Map



2. Indigenous Territory Acknowledgement

3. Disclosure of Pecuniary Interest

None.

4. Public Meeting Notice

5. Public Meetings

5.1 22-011-CD Public Meeting Report – 410 Queen Street West – Official Plan and Zoning By-law Amendment – Blacks Point Developments

Motion: 22-076

Moved by Councillor Devine
Seconded by Councillor Reid

THAT Report 22-011-CD Public Meeting Report – 410 Queen Street West – Official Plan and Zoning By-law Amendment – Blacks Point Development be received;

AND FURTHER THAT application OR11/21 for 410 Queen Street West be referred back to staff for a subsequent report and staff recommendation.

In Favour (8): Councillor Reid, Councillor Devine, Councillor Mann, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (1): Councillor Liggett

Carried (8 to 0)

5.2 22-020-CD Public Meeting Report - 359 Lawrence Street – Zoning By-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o GSP Group Inc.)

Motion: 22-077

Moved by Councillor Mann
Seconded by Councillor Reid

THAT Report 22-020-CD – Public Meeting Report – 359 Lawrence Street – Zoning by-law Amendment – Lowland Lawrence Street Holdings Ltd. (c/o GSP Group Inc.) be received;

AND THAT application R10/21 for 359 Lawrence Street be referred back to staff for a subsequent report and staff recommendation.

In Favour (8): Councillor Reid, Councillor Devine, Councillor Mann, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (1): Councillor Liggett

Carried (8 to 0)

5.3 22-022-CD Public Meeting Report – 1418 Duke Street – Official Plan and Zoning By-law Amendment – 2530103 Ontario Inc. (c/o MHBC Planning)

Motion: 22-078

THAT Report 22-022-CD Public Meeting Report – 1418 Duke Street – Official Plan and Zoning Amendment – 2530102 Ontario Inc. (c/o MHBC Planning) be received;

AND THAT application OR13/21 for 1418 Duke Street be referred back to staff for a subsequent report and staff recommendation.

Moved by Councillor Mann
Seconded by Councillor Reid

In Favour (8): Councillor Reid, Councillor Devine, Councillor Mann, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (1): Councillor Liggett

Carried (8 to 0)

6. Delegations

6.1 Paul DeMelo, Partner, KAGAN SHASTRI LLP on behalf of Samuel, Son & Co. - Owners of 133 Groh Ave, Cambridge re: 22-011-CD Public Meeting Report – 410 Queen Street West – Official Plan and Zoning By-law Amendment – Blacks Point Developments

6.2 Dr. Derek Coleman re: re: 22-011-CD Public Meeting Report – 410 Queen Street West – Official Plan and Zoning By-law Amendment – Blacks Point Developments

22-139-CD Appendix F – Internal/External Consultation & List of support studies

Internal/External Consultation & List of Supporting Studies

This application has been circulated to the departments and agencies listed below. Their comments have been reviewed by staff and have been addressed through the proposed amendments. The remaining items will be addressed through Consent, Site Plan and future building permit applications.

- Regional Municipality of Waterloo
- Grandbridge Energy Inc. (Hydro)
- The Grand River Conservation Authority
- Waterloo Regional District School Board
- Waterloo Catholic District School Board
- City of Cambridge Engineering and Transportation Divisions
- City of Cambridge Economic Development
- City Cambridge Fire Department
- CP Rail
- CN Rail
- Planning Services
- City of Cambridge Accessibility Coordinator
- City of Cambridge Sustainable Transportation
- City of Cambridge Policy Services

List of Supporting Studies

- Concept Plan
- Concept Elevations and Floor Plans
- Noise Study
- Planning Justification Report
- Servicing Report
- Letter of Acknowledgment

22-139-CD Appendix G – Draft Zoning By-law Amendment

BY-LAW 22-
XXX

of the

CITY OF
CAMBRIDGE

Being a By-law of the Corporation of the City of Cambridge to amend Zoning By-law 150-85, as amended with respect to land municipally known as 359 Lawrence Street.

WHEREAS Council of the City of Cambridge has the authority pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended to pass this By-law;

AND WHEREAS this By-law conforms to the City of Cambridge Official Plan, as amended;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this Amendment was presented at the public meeting held March 22nd, 2022, and that a further public meeting is not considered necessary in order to proceed with this Amendment; and,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT this by-law shall apply to lands described as Plan 353, Lot 9 & Lot 10 Closed; Margaret Street, Part of Reference Plan 67R1397; Part 1 of Reference Plan 58R9913; Part 10, City of Cambridge, Regional Municipality of Waterloo and shown on Schedule ‘A’ attached hereto and forming part of the by- law;

2. THAT Schedule ‘A’ to City of Cambridge Zoning By-law 150-85, as amended, is hereby amended by changing the zoning classification of the lands shown in heavy black in the attached Schedule ‘A’ to this By-law from C2(O) to RM4 “s.4.1.433”;

3. THAT the aforesaid City of Cambridge Zoning By-law No. 150-85, as

amended, is hereby further amended by adding the following subsection under section 4.1 thereof:

4.1.433, municipally known as 359 Lawrence Street.

1. Notwithstanding the provisions of sections 2.2.4.4 and 3.1.2.5 (e), (f), and (h) of this By-law, the following regulations shall apply to the lands in the RM4 zone to which parenthetical reference to “s.4.1.433” is made on Schedule ‘A’ attached to and forming part of this By-law:
    1. The minimum exterior side yard setback shall be 4 metres;
    2. The minimum interior side yard setback shall be 2 metres;
    3. The maximum lot coverage shall be 45 percent; and,
    4. The minimum distance between the easternmost access driveway and the Mildred Street property line shall be 7.3 metres.
2. That this By-law shall come into force and effect on the date it is enacted and passed by Council of the Corporation of the City of Cambridge, subject to notice hereof being circulated in accordance with the Planning Act and Ontario Regulation 545/06.

Read and First, Second and Third Time, Enacted and Passed this 13th Day of December 2022.

PASSED AND ENACTED this 13th Day of December, 2022

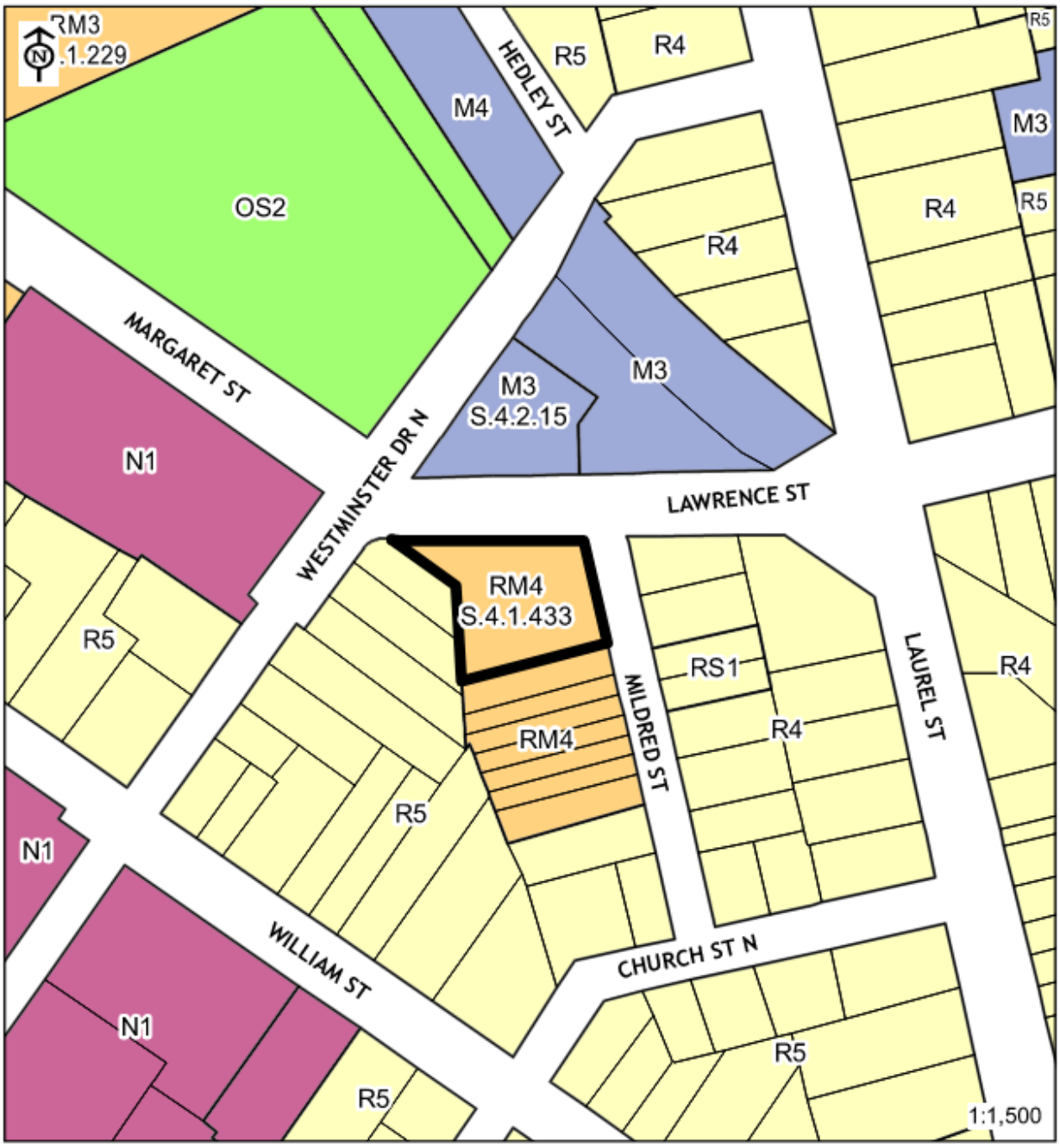
_____

Mayor

_____

Clerk

Schedule A



This is Schedule A attached to and forming part of By-law _____

Lands affected by the by-law

Zoning Classification

- OPEN SPACE
- MEDIUM HIGH DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- INSTITUTIONAL
- INDUSTRIAL

Technology Services GIS Division

Purpose and Effect of By-law No 22_XXX

The purpose and effect of this by-law is to amend the zoning classification of the lands legally described as Plan 353, Lot 9 & Lot 10 Closed; Margaret Street, Part of Reference Plan 67R1397; Part 1 of Reference Plan 58R9913; Part 10, City of Cambridge, Regional Municipality of Waterloo from C2(O) to RM4 s.4.1.433 to facilitate the development of six, two-storey street fronting townhomes.

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**22-131-CD Recommendation Report – 1418 Duke Street – OPA & ZBA – 2530103 Ontario Inc. (c/o MHBC Planning)**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Michael Campos, Planner
Report No.:	22-131-CD
File No.:	OR13/21
Wards Affected:	Ward 3

RECOMMENDATION(S):

THAT Report 22-131-CD Recommendation Report – 1418 Duke Street – OPA & ZBA – 2530103 Ontario Inc. (c/o MHBC Planning) be received;

AND THAT Cambridge Council adopts the proposed Official Plan Amendment to permit a maximum allowable density of 105 units per hectare within the “Low/Medium Density Residential” designation applied to the subject lands through Site-Specific Policy Number 58, and that the adopted Official Plan Amendment be submitted to the Region of Waterloo for approval;

AND THAT Cambridge Council approves the proposed Zoning By-law Amendment to rezone the subject lands from “Commercial – CS5 S.4.1.100” to the “Multiple-Residential – (H)RM2” zone with site specific provision S.4.1.434 to permit a reduced interior side yard setback, common amenity area, visitor parking rate, and an increased maximum projection of a staircase into a required yard, as well as a holding provision.

AND THAT Cambridge Council is satisfied that the requirements for a public meeting in accordance with subsection 34(17) of the Planning Act have been satisfied;

AND FURTHER THAT the by-laws attached to this report be passed.

EXECUTIVE SUMMARY:

Purpose:

- This report has been prepared to provide a recommendation on the proposed Official Plan and Zoning By-law Amendment applications submitted for the lands

located at 1418 Duke Street. If approved, the applicant intends to construct a three-and-one-half storey townhouse building containing a total of 28 stacked townhouse units and a total of 33 parking spaces.

Key Findings:

- The proposed applications consider the development of an existing vacant property in proximity to the Preston Core Area with residential intensification that is compatible with adjacent multi-unit buildings and commercial uses. The property is conveniently located near existing and planned transit, which supports higher densities and recreational amenities located along the Grand River, just west of the subject lands.
- The subject property will contribute to intensification within the City's Built-Up Area, which is intended to support 45 percent of all new development in the City.
- The subject lands are identified as being located within a Regeneration Area as outlined in the City's Official Plan, which is planned to accommodate for higher-densities and intensification.
- The proposed development supports provincial, regional and local policy that seeks to provide for a range and mix of housing options; takes advantage of existing infrastructure, services and local amenities and supports the City's goal of establishing complete communities.

Financial Implications:

- A planning application fee has been paid to the City to process the Official Plan Amendment (OPA) and Zoning By-law Amendment (ZBA) applications.
- City and Regional Development Charge Fees will be collected prior to building permit issuance.
- If approved, the proposed development will contribute additional tax revenue to the City. An estimate of the potential tax revenue is provided further below in this report.
- Any further costs associated with the development of the site are to be borne by the applicant.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Increase housing options

Program: Development Approvals

Core Service: Official Plan and Zoning By-law Amendments

BACKGROUND:

Property:

The subject lands are municipally addressed as 1418 Duke Street and are legally described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo. The site has an area of approximately 0.2824 hectares and includes frontages onto both Bishop Street North and Duke Street. The lands are generally flat and have been disturbed such that a large gravel area comprises most of the site, with small amounts of perimeter landscaping remaining. The subject lands are located south of the Preston Core Area and east of the Grand River.

The property is surrounded with a variety of uses, including a mix of industrial uses and low-rise residential dwellings to the north. To the west along Duke Street are a mix of residential uses with commercial uses located along King Street through Preston. Lands to the south consist of commercial and low-rise residential uses, while to the east on Bishop Street north, a mix of low-rise residential, industrial and multi-unit residential uses are observed.

The subject lands are shown in Figure 1 below:



Figure 1: Aerial Image of the Subject Lands

ANALYSIS:

Proposal

The applicant has submitted Official Plan Amendment and Zoning By-law Amendment applications for the subject lands in order to facilitate the development of a three- and one-half storey stacked townhouse building. The Official Plan Amendment is sought to establish a Special Policy Area to permit the development of the lands with a total density of 105 units per hectare (after road widening dedications). The Zoning By-law Amendment has been requested to rezone the lands from the Commercial – CS5 "S.4.1.100" zone to the Residential – (H)RM2 zone, along with establishing site-specific provisions that seek a reduction in visitor parking, a reduction in the required common amenity area, an increased maximum allowable projection for steps into a required yard, and a reduction in the southerly interior side yard setback.

The development proposal includes a three- and one-half storey townhouse building, located on the site parallel to Bishop St. N., with parking located to the rear of the building in a surface parking lot accessed via Duke Street. The proposed development will contain a total of 28 residential units, where each unit will be self-contained with internal stairs. No internal shared spaces are available in this building. Access to the units will be available on both the eastern and western faces of the building.

The proposed development will provide 33 total parking spaces, which includes one parking space per unit plus visitor spaces (5 spaces). A planned outdoor amenity space is also proposed to the rear (west) of the building that will be made available to all future residents.

Figure 2 below provides an illustration of the proposed concept for the lands:

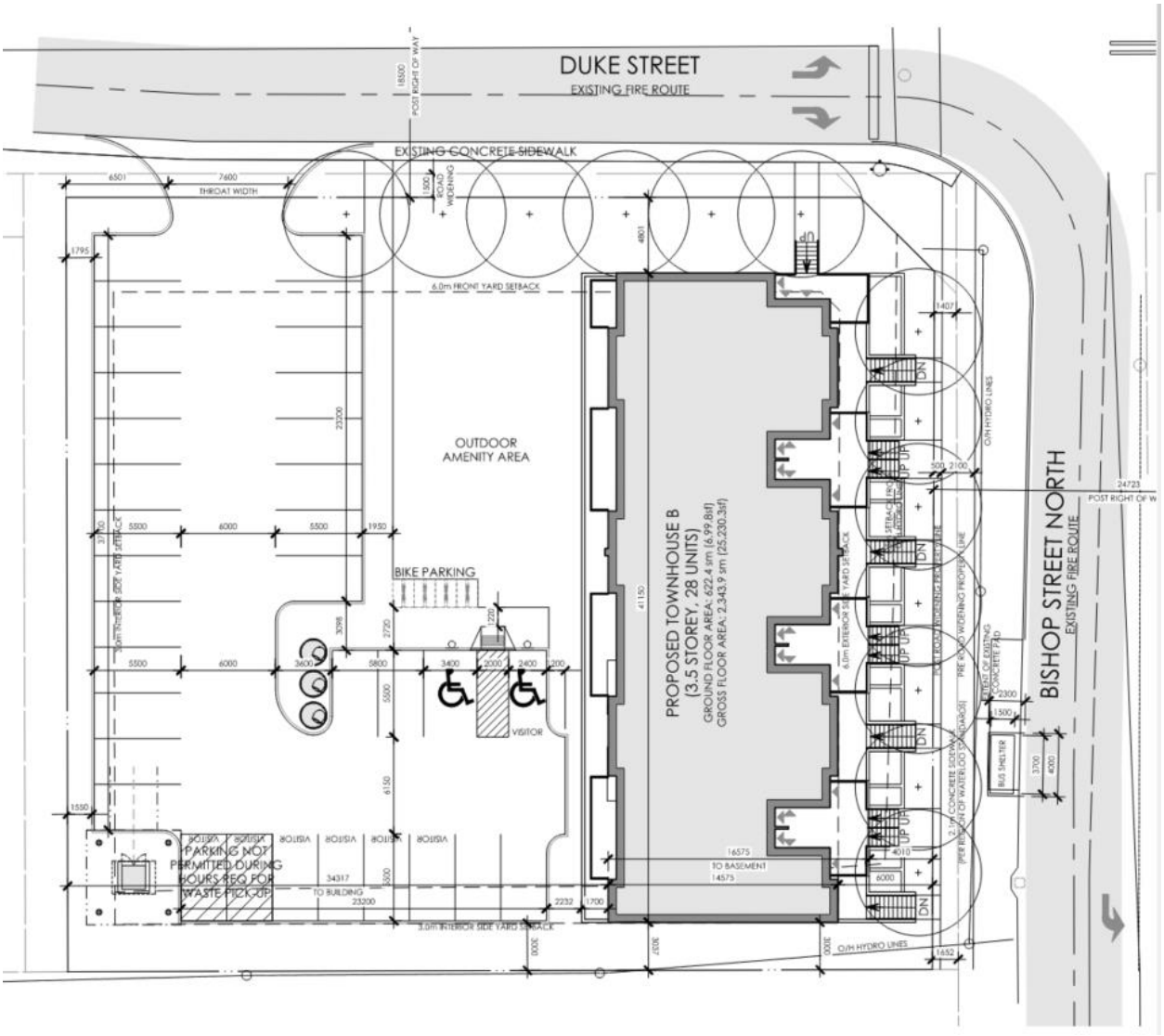


Figure 2: Proposed Development

Policy Analysis:

City staff have completed a detailed review of the proposed applications, including all submitted application materials, department and agency comments, compatibility with the surrounding neighbourhood with respect to the proposed stacked townhouse built-form, height and density, the appropriateness of the subject lands to accommodate the development, and the site-specific provisions that have been requested by the applicant.

It is the opinion of Staff that the proposal is consistent with the policy directions regarding intensification within the Built-Up Area and Regeneration Areas. The subject lands provide an opportunity for an appropriate residential infill redevelopment that is compatible with the surrounding established residential neighbourhood and will support

the growing population of the City by providing residential units in proximity to the Preston Core Area. The proposed development will occupy a presently vacant site and will maximize the use of existing infrastructure available to the area.

The City's Official Plan designates the subject lands as "Low/Medium Density Residential" on Map 2 and is identified as being located within a Regeneration Area of the City. Walk-up apartments are permitted in the "Low/Medium Density Residential" designation with a maximum density of 75 units per hectare; a maximum Floor Space Index (FSI) of 2.0; and a height of eight stories if within the identified Regeneration Area. The proposed development provides for a maximum FSI of 0.84 and remains in conformity with the maximum height requirement, however, the proposed density of the residential building will exceed the 75 units per hectare maximum as it proposes a density of 105 units per hectare. As such, the applicant has submitted an OPA application to amend the "Low/Medium Density Residential" designation to permit the proposed increased density.

The intent of the Regeneration Area is to allow intensification of residential uses to occur in areas that can and should accommodate residential growth. Although the density proposed surpasses the maximum density permitted by the Official Plan, it maintains conformity with the maximum FSI and height requirements. The proposal introduces increased density within a low-rise apartment building that can successfully be accommodated on the site. It is the opinion of Staff that the proposal meets the intent and purpose of the Official Plan, which is to permit increased residential density that is compatible and consistent with the existing development of the area.

The subject lands are currently zoned "Commercial – CS5" and are subject to site specific provision S.4.1.100, which permits the lands to be used for a shopping centre if they are developed as a mixed-use building with at least seven dwelling units. The applicant is requesting to rezone the lands to the "Multiple-Residential – RM2" zone, which provides permissions to develop the lands for stacked townhouse units. In addition, the Zoning By-law Amendment intends to establish new site-specific zoning provisions as identified in the table further below referenced as Proposed Site-Specific Zoning Provisions and staff offer the following additional considerations:

- Planning Staff do not have any concerns with a proposed reduction of the interior side yard setback to 3 metres. The intent of the setback is to ensure that buildings are sufficiently distanced from abutting lots and development. Planning Staff are of the opinion that the reduced southern setback benefits the site layout by permitting an increased setback from Duke Street, which is anticipated to be a more commonly used pedestrian access for the site. Given the above, Staff are comfortable in recommending approval of the setback reduction.

- The City's Zoning By-law requires that a multi-unit residential building provide a minimum common amenity area of 30 square metres per unit. Although the minimum amenity space is not being met on the site, the applicant has included a significant outdoor space on the property for future residents to enjoy in addition to private amenity areas. Linear Park, located within 400 metres of the site, runs along the Grand and Speed Rivers and provides walking paths extending over 3km long, landscaped areas for a variety of recreational activities, and playgrounds for children. It is of Staff's opinion that future residents will have multiple options for outdoor spaces to enjoy. Planning Staff are comfortable with supporting the proposed reduction.
- The proposed reduction of the visitor parking on site will result in a minor reduction of two total spaces. The lands are situated in an urban area, with excellent access to transit and within a walkable area of the community. As such, visitors will have the option of arriving via a variety of transportation alternatives. It is the opinion of Staff that the reduction in parking by two spaces will not create issues for future residents, given the proximity to available alternatives. As such, Planning Staff are supportive of the proposed reduction in parking for the site.
- The proposed development will provide pedestrian access to unit entrances via the frontage off of Bishop Street North. The proposed building is complying with the exterior side yard setback of 4.5 metres, however, exterior staircases to the unit entrances are proposed within the required setback and project a full 4.5 metres into the yard. The staircases and landing areas are small in scale and are intended to help the building address the pedestrian realm, while providing a demarcation between the public and private realm. It is of Staff's opinion that the requested projection will permit a better connection between the building and the streetscape and meets modern design objectives by successfully activating the residential frontage of the building.

Staff Recommendation:

Based on the review completed above of the requested site-specific provisions, it is the opinion of Staff that the proposed applications are consistent with the Provincial Policy Statement, conforms with the policies of the Provincial Growth Plan, the Regional Official Plan, the City of Cambridge Official Plan and meets the general intent and purpose of the City of Cambridge Zoning By-law No. 150-85. The proposal represents good planning and City Staff recommend approval of the Official Plan and Zoning By-law Amendment applications.

Planning decisions are subject to appeal to the Ontario Land Tribunal (OLT). An appeal may be filed if the application is refused, approved or if a decision is not made within the timeline for processing the applications set out in the Planning Act.

Contributions to the City:

Area of Focus	Targets	Contribution
Intensification Contribution	• 45 percent of new development to be directed to the Built-Up Area through intensification. • Regeneration Areas are intended to transition from Commercial/Industrial to Residential	• Supports the City's interest in intensifying existing properties within the Built-up Area. • Conforms with policies for the Regeneration Area and supports the policy direction for these lands.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan, 2012, as amended

Existing Land Use Designation(s): Built-up Area - Map 1A; Low/Medium Density Residential - Map 2 and Regeneration Area – Map 6

Lands identified as being located within a Regeneration Area of the City and designated "Low/Medium Density Residential" are permitted to achieve a maximum density of 75 units per hectare as-of-right. The applicant is proposing the development of a residential building on the site with a calculated density of 105 units per hectare. As a result, an OPA application requesting the establishment of a Special Policy Area for the lands to permit the proposed increased density is required.

Proposed Site-Specific Official Plan Policies:

Development Standard	Existing Official Plan Policy or Requirement	Proposed
Maximum Allowable Density	75 units per hectare (Section 8.4.6.16)	105 units per hectare

The existing land use designation in the City's Official Plan is shown on Figure 3 below:

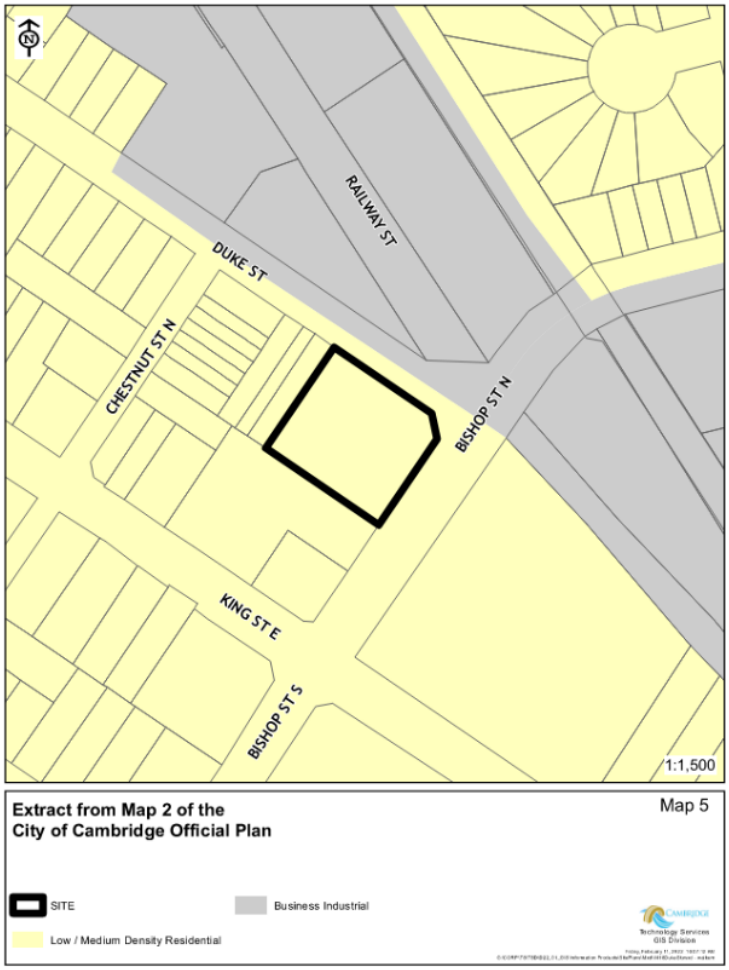


Figure 3: Existing Map of the Official Plan

City of Cambridge Zoning By-law 150-85, as amended

Existing Zoning: CS5 with site-specific S.4.1.100

Proposed Zoning: RM2 with site-specific S.4.1.434

Proposed Site-specific Zoning Provisions:

Development Standard	Existing Zoning By-law 150-85 (RM4)	Draft Zoning By-law (CV1)	Proposed (RM4, S.4.1.433)
Interior Side Yard Setback	5.5 metres	3 metres	3 metres
Minimum Amenity Area	30 square metres per unit	N/A	8.2 square metres per unit

Minimum Visitor Parking	0.25 parking spaces per unit	N/A	0.15 parking spaces per unit.
Maximum Projection of Steps into a required yard.	0.5 metres into all yards	0.5 metres into all yards	4.5 metres into the exterior side yard.

The existing and proposed zoning is shown on Figure 4 below.

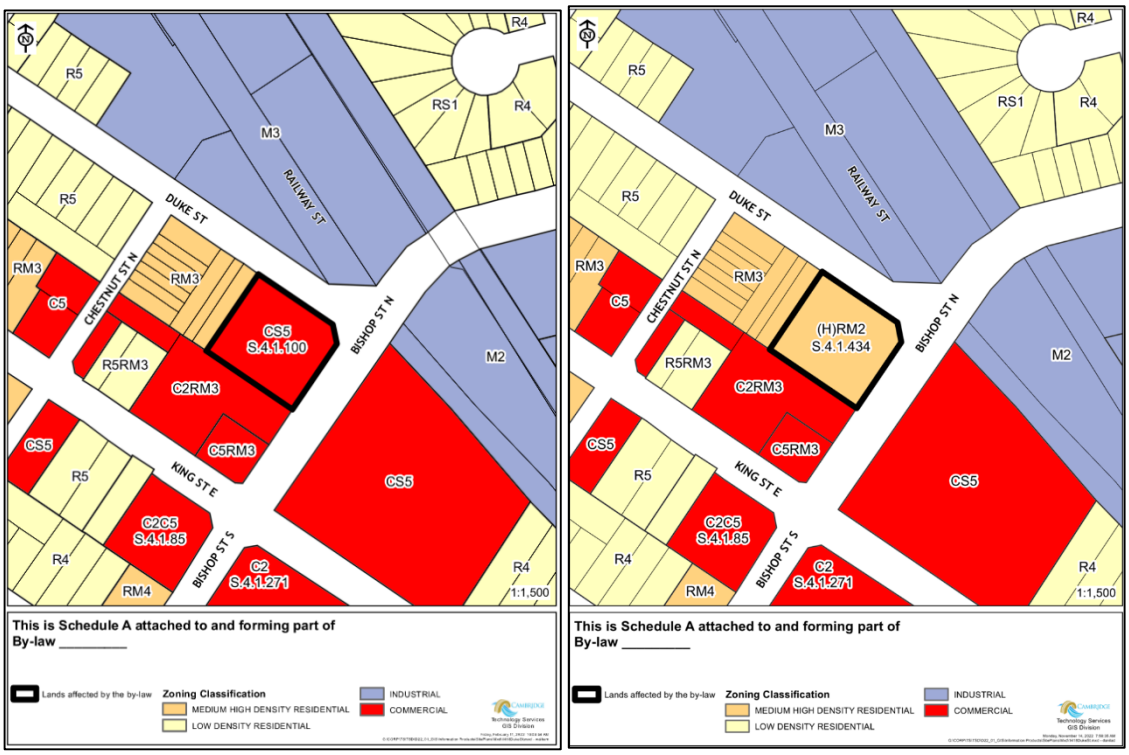


Figure 4: Existing and Proposed Zoning

RECOMMENDED HOLDING PROVISION:

The Holding Provision will be lifted once the following requirements have been satisfied:

1. That a holding provision shall apply to the entirety of the subject lands until a Record of Site Condition (RSC) in accordance with O. Reg. 153/04, as amended, has been filed on the Ministry of Environment, Conservation and Parks (MECP) Environmental Site Registry on or after July 1, 2011 and the Ministry's Acknowledgement letter is received to the satisfaction of the Regional Municipality of Waterloo.

FINANCIAL IMPACT:

- Planning Application fees for the Official Plan and Zoning By-law Amendment applications totaling $15,000 has been paid to the City (2021) to process these applications.
- The estimated City of Cambridge tax revenue for the proposed development will fall between $46,937 - $56,325 using the 2022 City tax portion. Please note that this is an estimate of assessed property tax only.
- City Development Charge fees for the proposed development is estimated at $397,582 for 28 stacked townhouse units.
- Any further costs associated with the development of the site are borne by the applicant.

PUBLIC VALUE:

Engagement:
Public involvement was encouraged through the planning review process. This process provided the community with the opportunity to share their opinions and views openly and allowed for active and direct communication between residents, staff, the applicant and members of the Council.

A Statutory Public Meeting was held on March 22, 2022. Following the Statutory Public Meeting, those members of the public/residents that have requested to be added to the sign-in registry at the meeting or have requested to be notified of Council's decision on the proposed development and associated applications, were notified of this Recommendation Report being presented to Council on November 17, 2022.

ADVISORY COMMITTEE INPUT:

Not Applicable.

PUBLIC INPUT:

In accordance with the Planning Act, the City held a public meeting on March 22, 2022 in order to formally consider the requested Official Plan and Zoning By-law Amendment applications and to receive comments from the Public and from members of Council. No oral or written delegations were received before or at the public meeting from members of the community. Comments raised by Council included a request for the applicant to review different roof styles for the building, which is currently proposed as a flat roof. The applicant will review this consideration through the detailed Site Plan Approval process.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix H.

Generally, the comments received as part of the circulation of this application did not raise many concerns and most departments/agencies had no objections to the approval of the proposed Official Plan and Zoning By-law Amendment applications. Any additional items to be addressed will be completed via the Site Plan Approval process.

CONCLUSION:

Staff is of the opinion that the proposed applications are consistent with the Provincial Policy Statement, conforms with the policies of the Provincial Growth Plan 2020, conforms with the Regional Official Plan, the City of Cambridge Official Plan and meets the general intent and purpose of the City of Cambridge Zoning By-law No. 150-85.

The proposal represents good planning that contributes to the creation of attainable housing within the Regeneration Area and is in keeping with the character of the surrounding neighbourhood with a desirable built form that incorporates complementary design. As such, staff recommends approval of the Official Plan and Zoning By-law Amendments attached as Appendices A and B to this report.

REPORT IMPACTS:

Agreement: **No**

By-law: **Yes**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-131-CD Appendix A - Draft Official Plan Amendment

2. 22-131-CD Appendix B – Draft Zoning By-law Amendment

3. 22-131-CD Appendix C – Concept Plan

4. 22-131-CD Appendix D– Concept Elevations

5. 22-131-CD Appendix E– Public Meeting Excerpts

6. 22-131-CD Appendix F – Current Official Plan Map

7. 22-131-CD Appendix G – Current Zoning Map

8. 22-131-CD Appendix H – Internal/External Consultation and List of Supporting Documents

Report Approval Details

Document Title:	**22-131-CD - Recommendation Report - OPA and ZBA - 1418 Duke Street.docx**
Attachments:	**- Report 22-131-CD_1418 Duke Street_Appendix A.docx** **- Report 22-131-CD_1418 Duke Street_Appendix B.docx** **- Report 22-131-CD_1418 Duke Street_Appendix C.docx** **- Report 22-131-CD_1418 Duke Street_Appendix D.docx** **- Report 22-131-CD_1418 Duke Street_Appendix E.docx** **- Report 22-131-CD_1418 Duke Street_Appendix F.docx** **- Report 22-131-CD_1418 Duke Street_Appendix G.docx** **- Report 22-131-CD_1418 Duke Street_Appendix H.docx**
Final Approval Date:	**Dec 7, 2022**

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

Ian Lupton

Lisa Prime

Hardy Bromberg

Sheryl Ayres

Nicole Auty

David Calder

22-131-CD Appendix A - Draft Official Plan Amendment

BY-LAW 22-XXX

OF THE

CITY OF CAMBRIDGE

Being a By-law of the Corporation of the City of Cambridge to adopt Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended (1418 Duke Street)

WHEREAS sections 17 and 22 of the *Planning Act* R.S.O. 1990 c. P. 13, as amended empower the City of Cambridge to adopt an Official Plan and make amendments thereto;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. That Amendment No. 58 to the City of Cambridge Official Plan (2012) applies to land legally described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo.

2. That Amendment No. 58 to the City of Cambridge Official Plan (2012) as amended, consisting of the text and attached map, is hereby adopted.

3. That the Clerk is hereby authorized and directed to make application to the Regional Municipality of Waterloo for approval of the aforementioned Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended.

4. That this By-law shall come into full force and effect upon the final passing thereof.

Read a First, Second and Third Time, Enacted and Passed this 13th Day of December 2022.

PASSED and ENACTED this 13th Day of September 2022

_____

Mayor

_____

Clerk

Purpose and Effect of Official Plan Amendment No. 58

City File No. OR13/21 – 1418 Duke Street

The Purpose and Effect of this Official Plan Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended, is to permit a maximum density of 105 units per hectare for lands designated “Low/Medium Density Residential” and municipally known as 1418 Duke Street, City of Cambridge and Regional Municipality of Waterloo.

Amendment No. 58 to the City of Cambridge Official Plan

1. Chapter 14, Map 2A of the City of Cambridge Official Plan is hereby amended by adding Site Specific Figure 93, as shown on Schedule ‘A’ attached hereto;

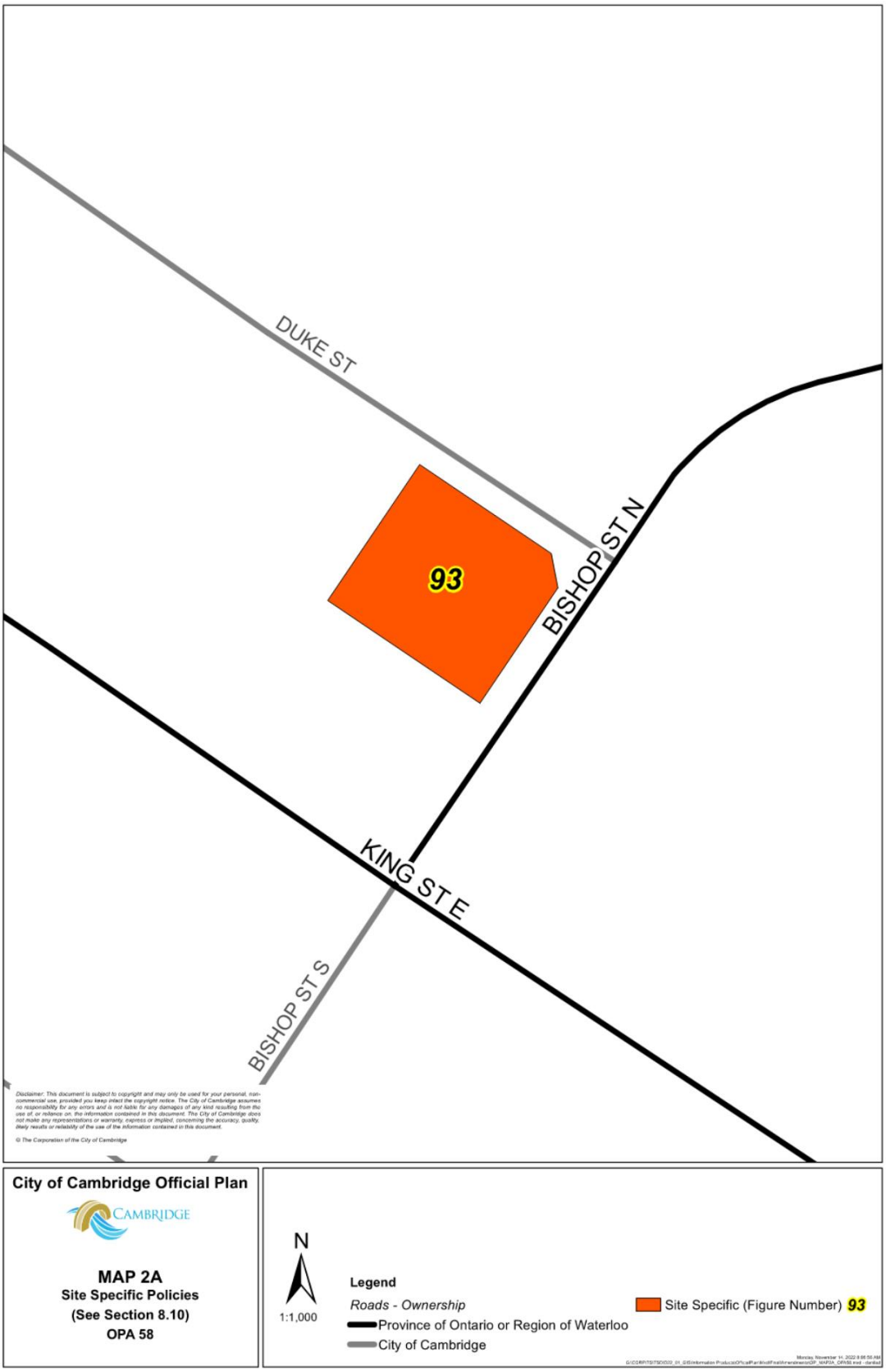
2. Chapter 16 of the City of Cambridge Official Plan is hereby amended by adding Figure 93 as shown on Schedule ‘B’ attached hereto;

3. Section 8.10 of the City of Cambridge Official Plan is hereby amended by adding the following subsection thereto:

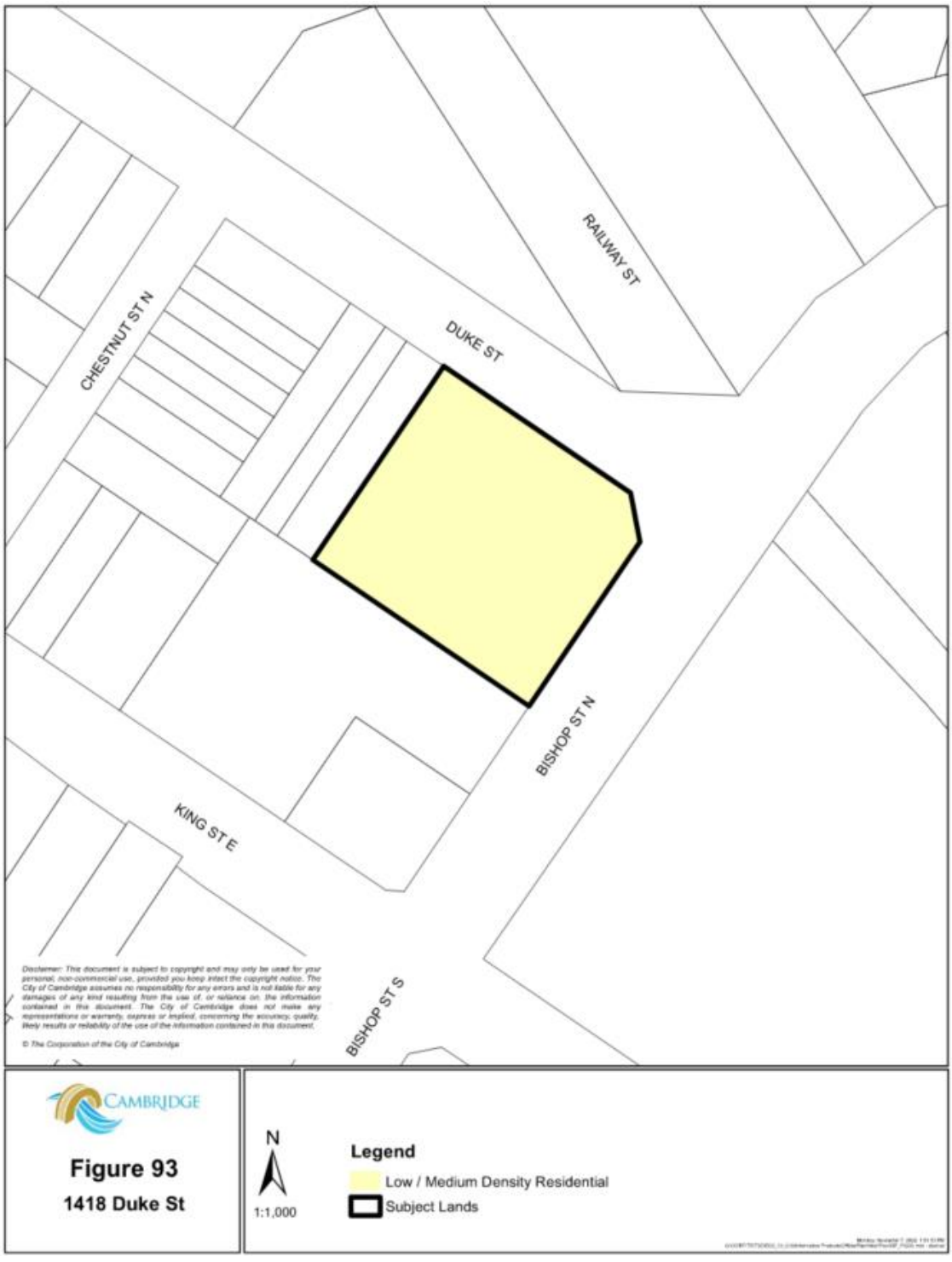
8.10.93

1. Notwithstanding policy 8.4.6.16 in this plan, the land designated as Low/Medium Density Residential on Map 2 of this Plan, located at 1418 Duke Street and more particularly shown on Figure 93 shall be permitted a maximum residential density of 105 units per hectare;

Schedule A – Map 2A



Schedule B – Chapter 16 – Figure 93



22-131-CD Appendix B – Draft Zoning By-law Amendment

BY-LAW 22-
XXX

of the

CITY OF
CAMBRIDGE

Being a By-law of the Corporation of the City of Cambridge to amend Zoning By-law 150-85, as amended with respect to land municipally known as 1418 Duke Street.

WHEREAS Council of the City of Cambridge has the authority pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended to pass this By-law;

AND WHEREAS this By-law conforms to the City of Cambridge Official Plan, as amended;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this Amendment was presented at the public meeting held March 22nd, 2022, and that a further public meeting is not considered necessary in order to proceed with this Amendment; and,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT this by-law shall apply to lands described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo and shown on Schedule ‘A’ attached hereto and forming part of the by- law;

2. THAT Schedule ‘A’ to City of Cambridge Zoning By-law 150-85, as amended, is hereby amended by changing the zoning classification of the lands shown in heavy black in the attached Schedule ‘A’ to this By-law from CS5 “S.4.1.100” to (H)RM2 “s.4.1.434”.;

3. THAT the aforesaid City of Cambridge Zoning By-law No. 150-85, as amended, is hereby further amended by adding the following subsection under section 4.1 thereof:

4.1.434, municipally known as 1418 Duke Street.

1. Notwithstanding the provisions of sections 2.1.15.1, 2.2.1 (d), and 3.1.2.4 (b) of this By-law, the following regulations shall apply to the lands in that RM2 zone classification to which parenthetical reference to “s.4.1.434” is made on Schedule ‘A’ attached to and forming part of this By-law:
    - The maximum density of the lands shall be 105 units per net residential hectare;
    - The interior side yard setback shall be a minimum of 3 metres;
    - The minimum common amenity area shall be 8.2 square metres per unit;
    - The minimum visitor parking rate shall be 0.15 parking spaces per unit; and,
    - Staircases projecting into the exterior side yard shall be permitted a maximum projection of 4.5 metres.

2. Notwithstanding the (H) Prefix Zone holding provisions as outlined in S.2.1.4 of the aforesaid City of Cambridge Zoning By-law, as amended, the removal of the (H) Holding Provision for the entirety of the lands zoned (H)RM2 s.4.1.434 may only be lifted:

    1. Upon the submission of a Record of Site Condition (RSC) in accordance with O. Reg. 153/04, as amended, has been filed on the Ministry of Environment, Conservation and Parks (MECP) Environmental Site Registry on or after July 1, 2011 and the Ministry’s Acknowledgement letter is received to the satisfaction of the Regional Municipality of Waterloo.

3. Geothermal Wells are prohibited on the lands. A geothermal well is defined as a vertical well, borehole or pipe installation used for geothermal systems ground-source heat pump systems, geo-exchange systems or earth energy systems for heating or cooling; including open-loop and closed-loop vertical borehole systems. A geothermal well does not include a horizontal system where construction or excavation occurs to depths less than five metres unless the protective geologic layers overlaying a vulnerable aquifer have been removed through construction or excavation.

4. That this By-law shall come into force and effect on the date it is

enacted and passed by Council of the Corporation of the City of Cambridge, subject to notice hereof being circulated in accordance with the Planning Act and Ontario Regulation 545/06.

Read a First, Second and Third Time, Enacted and Passed this 13th Day of December 2022.

PASSED AND ENACTED this 13th Day of December, 2022

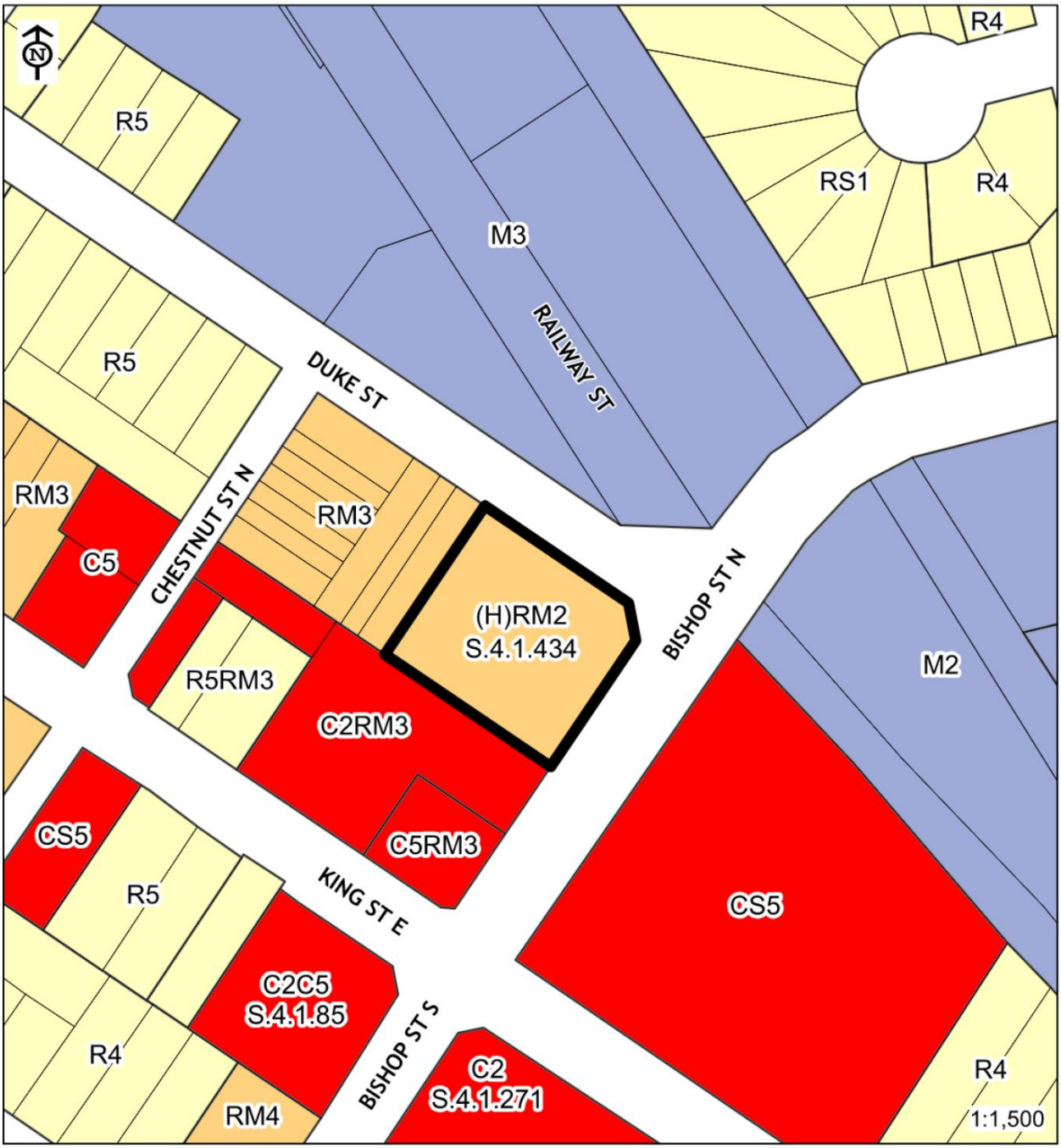
_____

Mayor

_____

Clerk

Schedule A



This is Schedule A attached to and forming part of By-law _____

Lands affected by the by-law

Zoning Classification

- MEDIUM HIGH DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- INDUSTRIAL
- COMMERCIAL

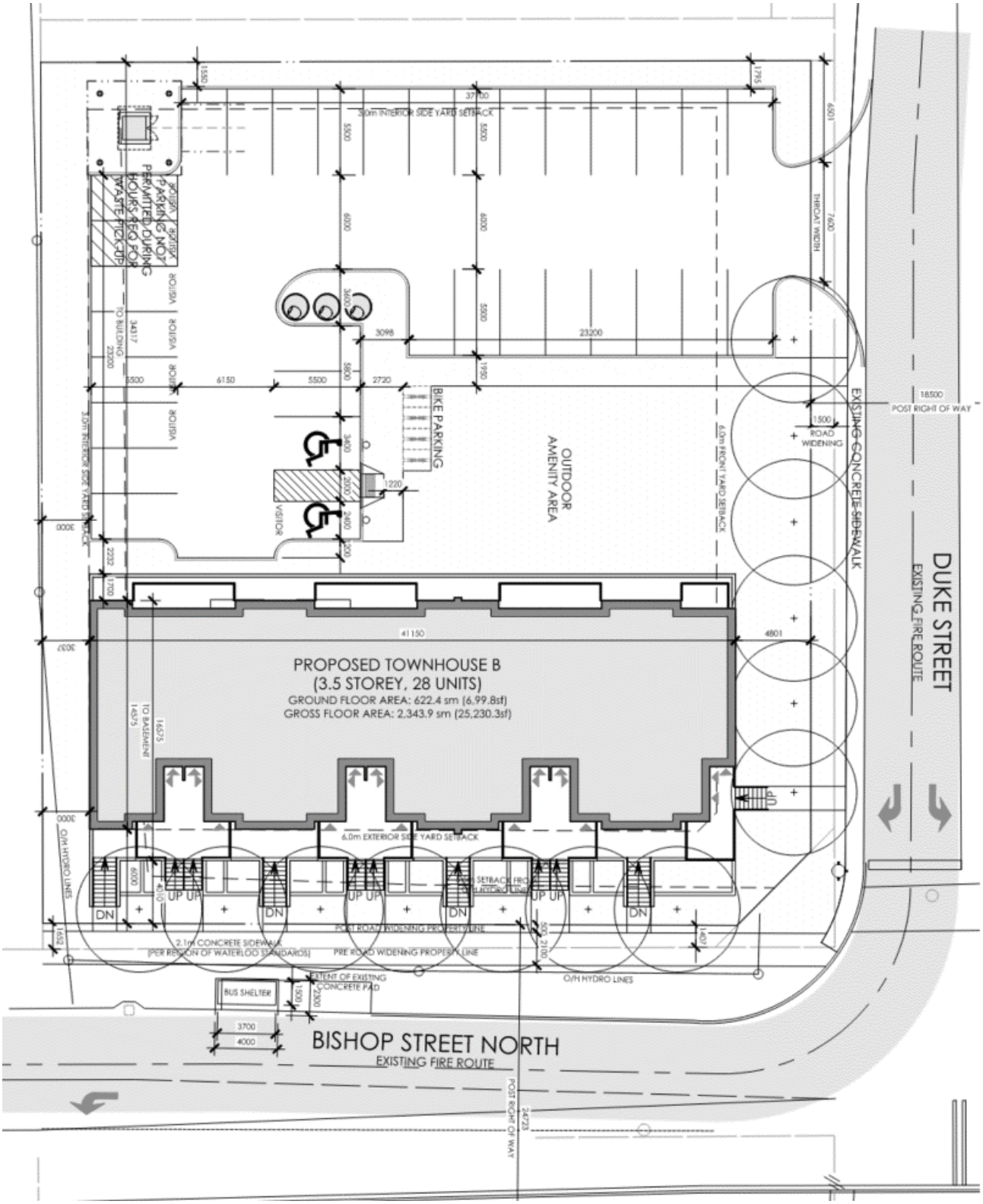
CAMBRIDGE
Technology Services
GIS Division

Monday, November 14, 2022 7:58:35 AM
G:\CORP\TS\TSD\D22_01_GIS\Information Products\SitePlans\Mxd\1418DukeSt.mxd - danilad

Purpose and Effect of By-law No 22_XXX

The purpose and effect of this by-law is to amend the zoning classification of the lands legally described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo from CS5 “S.4.1.100” to the (H)RM2 “S.4.1.434” zone to facilitate the development of a stacked townhouse building containing 28 residential units with a calculated density of 105 units per net residential hectare.

22-131-CD Appendix C – Concept Site Plan



22-131-CD Appendix D – Concept Elevations



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

In Favour (8): Councillor Reid, Councillor Devine, Councillor Mann, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (1): Councillor Liggett

Carried (8 to 0)

5.3 22-022-CD Public Meeting Report – 1418 Duke Street – Official Plan and Zoning By-law Amendment – 2530103 Ontario Inc. (c/o MHBC Planning)

Motion: 22-078

THAT Report 22-022-CD Public Meeting Report – 1418 Duke Street – Official Plan and Zoning Amendment – 2530102 Ontario Inc. (c/o MHBC Planning) be received;

AND THAT application OR13/21 for 1418 Duke Street be referred back to staff for a subsequent report and staff recommendation.

Moved by Councillor Mann
Seconded by Councillor Reid

In Favour (8): Councillor Reid, Councillor Devine, Councillor Mann, Councillor Wolf, Councillor Adshade, Councillor Hamilton, Councillor Ermeta, and Mayor McGarry

Absent (1): Councillor Liggett

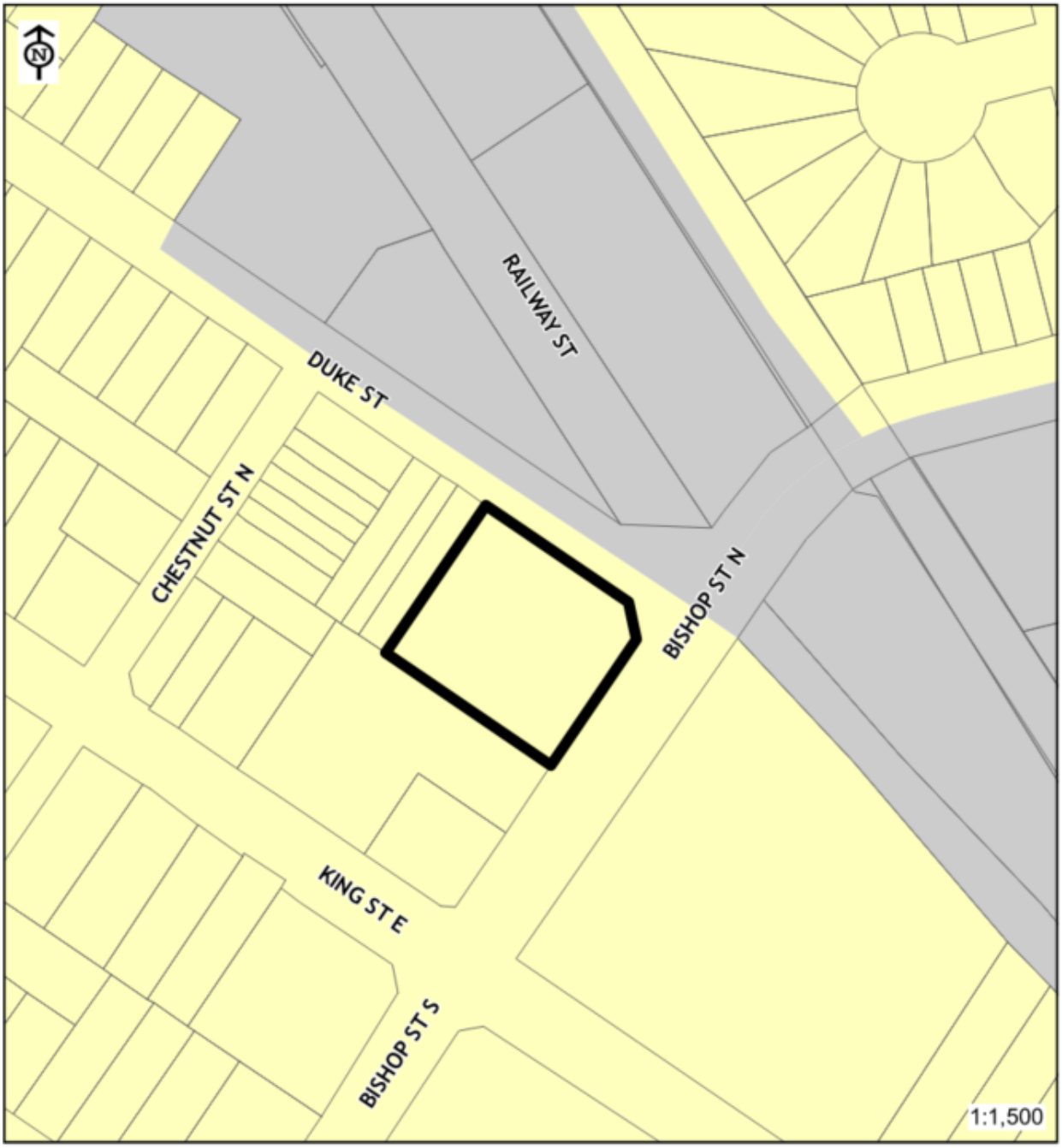
Carried (8 to 0)

6. Delegations

6.1 Paul DeMelo, Partner, KAGAN SHASTRI LLP on behalf of Samuel, Son & Co. - Owners of 133 Groh Ave, Cambridge re: 22-011-CD Public Meeting Report – 410 Queen Street West – Official Plan and Zoning By-law Amendment – Blacks Point Developments

6.2 Dr. Derek Coleman re: re: 22-011-CD Public Meeting Report – 410 Queen Street West – Official Plan and Zoning By-law Amendment – Blacks Point Developments

22-131-CD Appendix F – Existing Official Plan Map



Extract from Map 2 of the City of Cambridge Official Plan

Map 5

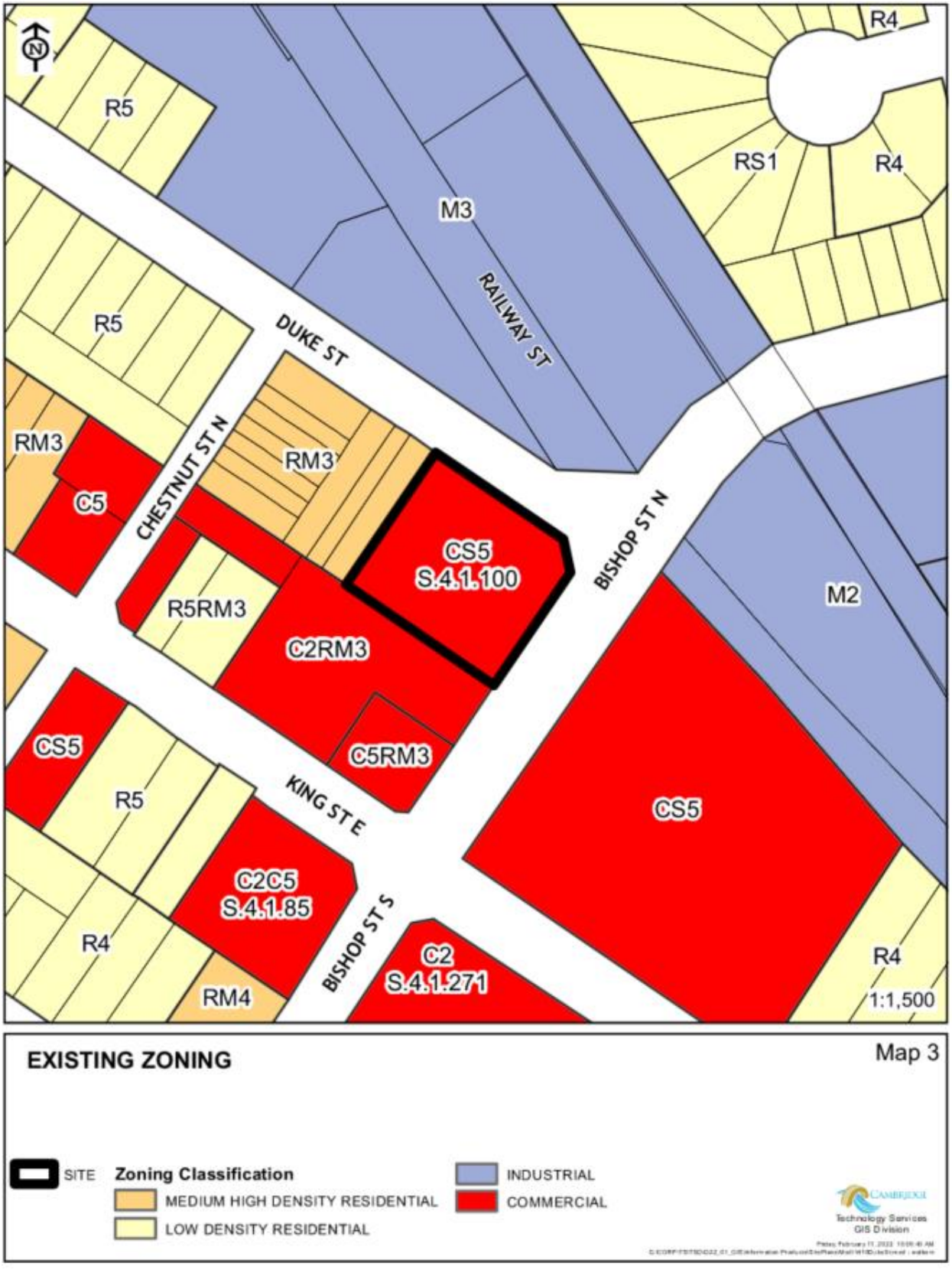
SITE

Business Industrial

Low / Medium Density Residential

Technology Services
GIS Division

22-131-CD Appendix G – Existing Zoning Map



22-131-CD Appendix H – Internal/External Consultation & List of support studies

Internal/External Consultation & List of Supporting Studies

This application has been circulated to the departments and agencies listed below. Their comments have been reviewed by staff and have been addressed through the proposed amendments. The remaining items will be addressed through Site Plan and future building permit applications.

- Regional Municipality of Waterloo
- Grandbridge Energy Inc. (Hydro)
- The Grand River Conservation Authority
- Waterloo Regional District School Board
- Waterloo Catholic District School Board
- City of Cambridge Engineering and Transportation Divisions
- City of Cambridge Economic Development
- City Cambridge Fire Department
- CP Rail
- CN Rail
- Planning Services
- City of Cambridge Accessibility Coordinator
- City of Cambridge Sustainable Transportation
- City of Cambridge Policy Services

List of Supporting Studies

- Proposed Site Plan and Elevations
- Proposed Floor plans
- Functional Servicing Report and Stormwater Management Report
- Planning Justification Report
- Noise Impact Study;

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**Sign Variance S12/22 – 60 Main St**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Mila Masic, Planning Technician
Report No.:	22-145-CD
File No.:	S12/22
Wards Affected:	Ward 4

RECOMMENDATION(S):

THAT Report 22-145-CD (Sign Variance S12/22 – 60 Main St) be received;

AND THAT application S12/22 be approved to permit two illuminated projecting signs in the Galt Core Area, as outlined in this report.

EXECUTIVE SUMMARY:

Purpose

- The purpose of this report is to provide a recommendation on the proposed Sign Variance application for the lands municipally known as 60 Main Street, which if approved, will permit the construction of two illuminated projecting signs for a restaurant.

Key Findings

- A Sign Variance application for two illuminated projecting signs was submitted to the City in October, 2022.
- One member of the public came forward with concerns regarding this application. No concerns were raised by City staff or agencies that were circulated with this application.
- Based on the nearby land uses, staff is of the opinion that the requested reliefs from the Sign By-Law for the proposed illuminated projecting signs are minor in nature

Financial Implications

There are no financial implications. The Sign Variance application fee has been waived for the applicant as the property is located within the Galt City Centre Core Area.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Not Applicable

Program: BIA / Core Area Support

Core Service: Sign Variances and Amendments

BACKGROUND:

Property

The subject property is municipally known as 60 Main Street and is legally described as PLAN 615 LOT 3 N/S MAIN ST TOG WITH RIGHT-OF-WAY, City of Cambridge. Currently on the property is a restaurant. The subject property fronts onto Main Street and Ainslie Street North.

The subject lands are shown in Figure 1.



Figure 1: Aerial Photo of 60 Main St.

Surrounding Land uses

The surrounding land uses are characterized as commercial uses. Directly adjacent to the west of the property is a sports bar. Additional surrounding uses include banks, other restaurants, and retail stores.

ANALYSIS:

An application for two illuminated projecting signs was submitted to the City in October, 2022. A Sign Variance is required to proceed with the proposed signs. The subject property is zoned Commercial (FC1RM1), and is subject to the commercial and residential regulations for Projecting Signs specified in Section 7 of the Sign By-Law. The applicant is seeking the following relief from the City of Cambridge Sign By-Law 191-03 in order to construct two signs for a restaurant:

- Commercial properties are permitted to have projecting signs; however, Section 4.0 of the By-Law prohibits projecting signs in residential zones.
- Commercial properties are also permitted to construct illuminated signs; however, Section 7.5 of the By-Law prohibits the illumination of a projecting sign in any residential zone, or facing an adjacent residential zone. The properties directly adjacent to the subject property are in a compound zone (FC1RM1), which includes residential.
- The maximum sign area permitted in Section 7.1 for projecting signs is 0.6m^2 per side, whereas each sign is proposed to have an area of 0.87m^2 per side.

In accordance with the Sign Variance procedure, the proposal was circulated to registered property owners within a 60-metre radius of the subject lands, as well as to internal departments and external agencies listed in Appendix C - Internal/External Consultation to this report.

No concerns were received on the proposed signs by circulated internal departments or outside agencies. The Region of Waterloo noted that the entire sign must be on private property.

One (1) public submission was received which opposed the proposed sign variances. The initial concern raised was largely related to lack of information. The full application submitted to the City detailing the signs was provided to the concerned resident, as seen in Appendix A. Further, City staff reached out to the resident to better understand the concerns in order to be able to address any concerns. The resident further responded that the signs should be in accordance with the existing regulations in the Sign By-law, otherwise the City should consider amending the Sign By-law to revise existing or establish new regulations for signs. The concern raised and staff's response can be found in Appendix C to this report. The applicant has attempted to mitigate any concerns by adjusting hours that the signs would be lit.

The City's Sign Variance application process is in place in order to allow a landowner to submit a site-specific amendment to the City's Sign By-law, and request site-specific regulations for their property/business. The approval of Sign Variance applications has been delegated to Planning Services staff. The City's review process for this

application includes consultation with affected property owners and agencies to obtain feedback on the proposed signs, location and position of signs and to address any concerns that may arise. Where an objection is received to a proposed sign variance application, Council must consider and make a decision on the application.

Based on the nearby land uses, staff is of the opinion that the requested reliefs from the Sign By-Law for the proposed illuminated projecting signs are minor in nature and will support a new restaurant in the Galt Core Area.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan 2012 (as amended)

The subject property is zoned Galt City Centre Core Area.

City of Cambridge Zoning By-law 150-85 (as amended)

The subject property is zoned FC1RM1 (Commercial).

City of Cambridge Sign By-Law 191-03 (as amended)

The proposal is regarding two projecting illuminated signs. The Sign By-Law permits projecting signs in commercial zones. However, Section 4.0 of the By-Law prohibits projecting signs in residential zones.

Section 7.5 of the Sign By-Law prohibits the illumination of a projecting sign in any residential zone, or facing an adjacent residential zone. The properties directly adjacent to the subject property are also compound zoned (FC1RM1) as noted in Appendix B.

Section 7.1 of the By-Law provides a maximum sign area for projecting signs of 0.6m^2 per side, whereas the applicant proposes each sign to have an area of 0.87m^2 per side.

FINANCIAL IMPACT:

There are no financial implications. The Sign Variance application fee has been waived for the applicant as the address is within the Galt City Centre Core Area. All costs associated with the proposed sign will be the responsibility of the applicant.

PUBLIC VALUE:

Engagement:

The City's Sign Variance application process requires property owners within a 60-metre radius of the subject lands to be circulated with any new proposed signs that require any variances from the City's Sign By-Law. This is to inform the adjacent residents of the proposed sign as well as to offer an opportunity for comment and to

address any concerns that may be raised. Any concerns raised are evaluated to achieve a balance between addressing potential impacts to adjacent residential properties while providing support to local businesses in the Core Area.

ADVISORY COMMITTEE INPUT:

Not Applicable.

PUBLIC INPUT:

- The application was circulated to all registered property owners within a 60m (196.85 ft) radius of the subject lands as a requirement of the Sign Variance process.
- There was one written objection to the initial proposal. Summarized concerns received from the public are provided in Appendix C, as well as the Planning Department's response to the issues brought forth.
- It is staff's opinion that the proposed illuminated projecting signs at 60 Main St. do not substantially impact the adjacent properties and land uses.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix C. Any comments received will be included.

CONCLUSION:

Planning staff have undertaken a detailed review of the proposed signs and all comments received on this application. Staff is of the opinion that the request to permit two projecting illuminated signs where the Sign By-Law would otherwise prohibit illuminated and projecting signs is minor and will not have a detrimental impact on the surrounding properties or businesses. The proposed size increase in area of the signs is also deemed minor. The proposed signs are compatible with existing signage in the Galt Core Area. Planning staff is recommending approval of this application.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 22-145-CD Appendix A – Proposed Sign Details
2. 22-145-CD Appendix B – Sign Location
3. 22-145-CD Appendix C – Internal/External Consultation
4. 22-145-CD Appendix D – Public Concerns and Planning Department Response


5/16" dia
threaded rod
x 24" / 60 cm
though bolts
38" w / .96 m
36"h / .91 m
the
mule

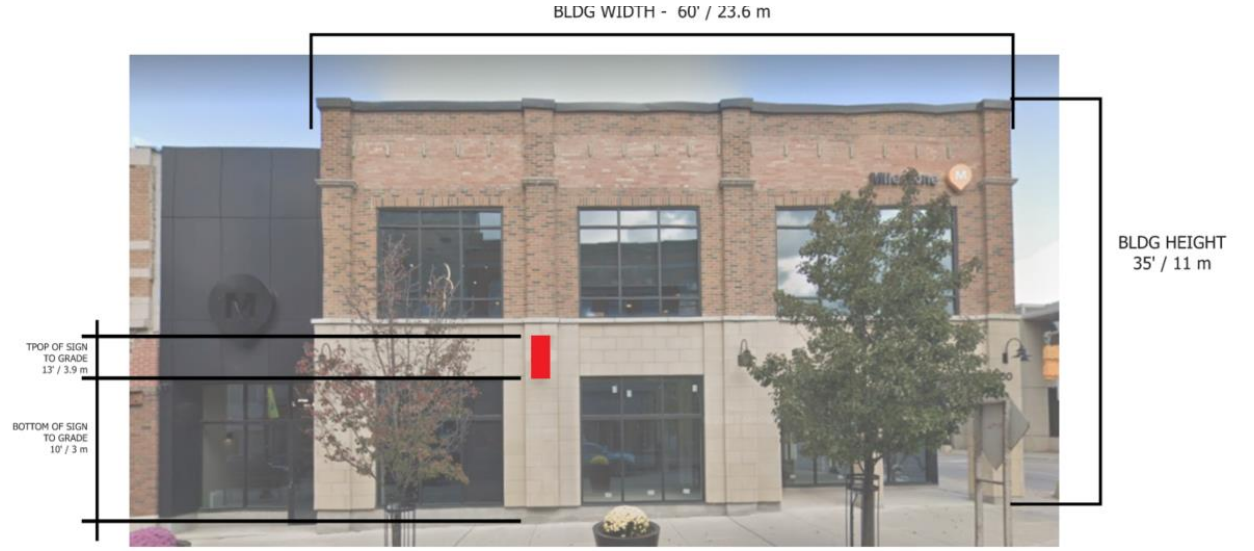
SIGN # 1


the
mule

SIGN # 2


the
mule

22-145-CD Appendix B – Sign Location



MAIN STREET ELEVATION - - SIGN #1



AINSLIE STREET NORTH ELEVATION - SIGN #2

22-145-CD Appendix C - Internal/External Consultation

The application was circulated to the departments and agencies listed below. There were no objections noted from agencies or departments.

- Region of Waterloo
- Grandbridge Energy (formerly Energy+)
- City of Cambridge Building and Enforcement Services Division
- City of Cambridge Economic Development Division
- City of Cambridge Engineering Services Division
- City of Cambridge Transportation Engineering Division
- City of Cambridge Fire Department

The Region of Waterloo had the following comment:

- Sign Variance, SV 12/22 – 60 Main Street. The applicant must ensure that the entire sign is on private property and does not encroach into the Regional Road #24 (Ainslie Street North) right-of-way.

The Grand River Conservation Authority requested to not be circulated on sign variances regardless of location in the GRCA regulation limits or floodplain areas.

Concern:	**Planning Department Response:**
If the sign cannot be erected within the rules of the by-law, then it should not be erected at all. The City should amend the Sign By-law to revise existing or establish new regulations for signs.	In the case where applicants wish to pursue their design proposal, the City of Cambridge maintains a variance process in which the applicant may request relief from sections of the applicable by-law. Variances are carefully reviewed by staff and external departments to ensure conformity and integrated use. Further, Planning Staff are reviewing potential changes to the Sign By-Law to be presented to Council in the future.

To:	SPECIAL COUNCIL
Meeting Date:	**12/13/2022**
Subject:	**Sign Variance S4/22 – 18 Tannery Street East**
Submitted By:	Lisa Prime, Chief Planner
Prepared By:	Mila Masic, Planning Technician
Report No.:	22-146-CD
File No.:	S4/22
Wards Affected:	Ward 2

RECOMMENDATION(S):

THAT Report 22-146-CD (Sign Variance S4/22 – 18 Tannery Street East) be received;

AND THAT application S4/22 be approved to permit an illuminated freestanding sign in the Hespeler Village Core Area, as outlined in this report.

EXECUTIVE SUMMARY:

Purpose

- The purpose of this report is to provide a recommendation on the proposed Sign Variance application for the lands municipally known as 18 Tannery Street East, which if approved, will permit the construction of an illuminated sign for a real estate office.

Key Findings

- A Sign Variance application for an illuminated freestanding sign was submitted to the City in May, 2022.
- Ten members of the public came forward with concerns regarding this application. No concerns were raised by City staff or agencies that were circulated with this application.
- Based on the nearby land uses, as well as the confirmed light output, staff is of the opinion that the requested reliefs from the Sign By-Law for the proposed sign is minor in nature and will support the re-use of a vacant church building for a real estate office.

Financial Implications

There are no financial implications. The Sign Variance application fee has been waived for the applicant as the address is located within the Hespeler Village Core Area.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☒ Core Service

Objective(s): PLANNING FOR GROWTH - Provide for a mix of development, uses and amenities in order to meet the needs of a changing and diverse popultation

Strategic Action: Not Applicable

Program: BIA / Core Area Support

Core Service: Sign Variances and Amendments

BACKGROUND:

Property

The subject property is municipally known as 18 Tannery Street East and is legally described as PLAN 544 PT LOT 23 REG, City of Cambridge. Currently on the property is a church, to be used as a real estate head office.

The subject lands are shown in Figure 1.



Figure 1: Aerial Photo of 18 Tannery St E

Surrounding Land uses

The surrounding land uses are characterized by a mix of commercial, residential, institutional and open space uses. Directly north to the property is a dental office and

south of the subject lands is a five-unit residential complex. Additional surrounding uses include a City Fire Station, a library (Idea Exchange), and a mixed-use commercial and residential complex.

ANALYSIS:

An application for an illuminated freestanding sign was submitted to the City in May, 2022. A Sign Variance is required to proceed with the proposed sign. The subject property is zoned Commercial (C1RM2), and is subject to the commercial and residential regulations for Freestanding Signs specified in Section 9 of the Sign By-law. The applicant is seeking the following relief from the City of Cambridge Sign By-Law 191-03 in order to construct a sign for a real estate office:

- Commercial properties are permitted to have illuminated signs; however, Section 9.5 of the By-Law prohibits the illumination of a sign in any residential zone, and within 15 meters of a residential property. The properties directly adjacent to the subject property are both in a compound zone (C1RM2) with commercial and residential uses. The proposed location of the sign would be approximately within 7.0 meters of both neighboring properties, as noted in Appendix B.

In accordance with the Sign Variance procedure, the proposal was circulated to registered property owners within a 60-metre radius of the subject lands, as well as to internal departments and external agencies listed in Appendix C - Internal/External Consultation to this report.

No concerns were received on the proposed signs by any circulated internal staff or agency.

Ten (10) public submissions were received which opposed the proposed sign variance. The concerns brought forth regarding the proposal were largely related to light output. The full application submitted to the City detailing the sign was provided to the concerned residents, as seen in Appendix A. Further, City staff reached out to the residents to better understand the concerns in order to be able to address any concerns. In addition to the issue with light output, the residents maintained their position that the sign should be in accordance with the existing regulations in the Sign By-law. The concerns raised and staff's response can be found in Appendix C to this report.

The City's Sign Variance application process is in place in order to allow a landowner to submit a site-specific amendment to the City's Sign By-law, and request site-specific regulations for their property/business. The approval of Sign Variance applications has been delegated to Planning Services staff. The City's review process for this application includes consultation with affected property owners and agencies to obtain feedback on the proposed signs, location and position of signs and to address any concerns that may arise. Where an objection is received to the proposed sign, Council must consider and decide on the proposed application.

The neighboring uses consist of one residential property and a dental office directly adjacent to the subject lot, a fire station and a public library across the street from the subject lot.

The majority of concerns came from residents residing at 42 Tannery St East, a residential development further north of the subject lands. Staff note that a limited number of the backyards could be seen from the subject lands, however, these are separated by Tannery Street and another property with a dental office. In addition, the subject lands include mature trees that further screen the proposed sign from view to these properties. Finally, the applicant noted that the illumination of the sign would be 25% less of a 60-watt garage or porch light.

Based on the nearby land uses, as well as the confirmed light output, staff is of the opinion that the requested reliefs from the Sign By-Law for the proposed illuminated freestanding sign in the Hespeler Village Core Area is minor in nature and will support the re-use of a vacant church building for a real estate office.

EXISTING POLICY / BY-LAW(S):

City of Cambridge Official Plan 2012 (as amended)

The subject property is zoned Hespeler Village Core Area.

City of Cambridge Zoning By-law 150-85 (as amended)

The subject property is zoned C1RM2 (Commercial-Residential).

City of Cambridge Sign By-Law 191-03 (as amended)

The proposal is regarding a freestanding illuminated sign. The sign by-law permits freestanding signs in commercial and residential areas.

Section 9.5 of the sign by-law states that no freestanding sign erected in a residential zone or within 15.0 meters of an adjacent property that is zoned residential shall be illuminated. This section prohibits the proposed sign to be illuminated, and the placement of the sign would be within 15 meters of two properties zoned as C1RM2, a compound zone with commercial and residential functions.

FINANCIAL IMPACT:

There are no financial implications. The Sign Variance application fee has been waived for the applicant as the address is within the Hespeler Village Core Area. All costs associated with the proposed sign will be the responsibility of the applicant.

PUBLIC VALUE:

Engagement:

The City's Sign Variance application process requires property owners within a 60-metre radius of the subject lands to be circulated with any new proposed signs that require any variances from the City's Sign By-Law. This is to inform the adjacent residents of the proposed sign as well as to offer an opportunity for comment and to address any concerns that may be raised. Any concerns raised are evaluated to achieve a balance between addressing potential impacts to adjacent residential properties while providing support to local businesses in the Core Area.

ADVISORY COMMITTEE INPUT:

Not Applicable.

PUBLIC INPUT:

- The application was circulated to all registered property owners within a 60m (196.85 ft) radius of the subject lands as a requirement of the Sign Variance process.
- There were ten written objections to the initial proposal. Summarized concerns received from the public are provided in Appendix C, as well as the Planning Department's response to the issues brought forth.
- It is staff's opinion that the proposed sign and its illumination at 18 Tannery St E. would not substantially impact the adjacent properties and land uses.

INTERNAL / EXTERNAL CONSULTATION:

The applications have been circulated to the departments and commenting agencies listed in Appendix C. There were no objections or comments noted from agencies or departments.

CONCLUSION:

Planning staff have undertaken a detailed review of the proposed signs and all comments received on this application. Staff is of the opinion that the request to permit a freestanding illuminated sign where the Sign By-Law would otherwise prohibit illuminated signs is minor and will not have a detrimental impact on the surrounding properties or businesses. The proposed sign is appropriate for the subject lands which is a standalone parcel in the Hespeler Village Core Area. Planning staff is recommending approval of this application.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

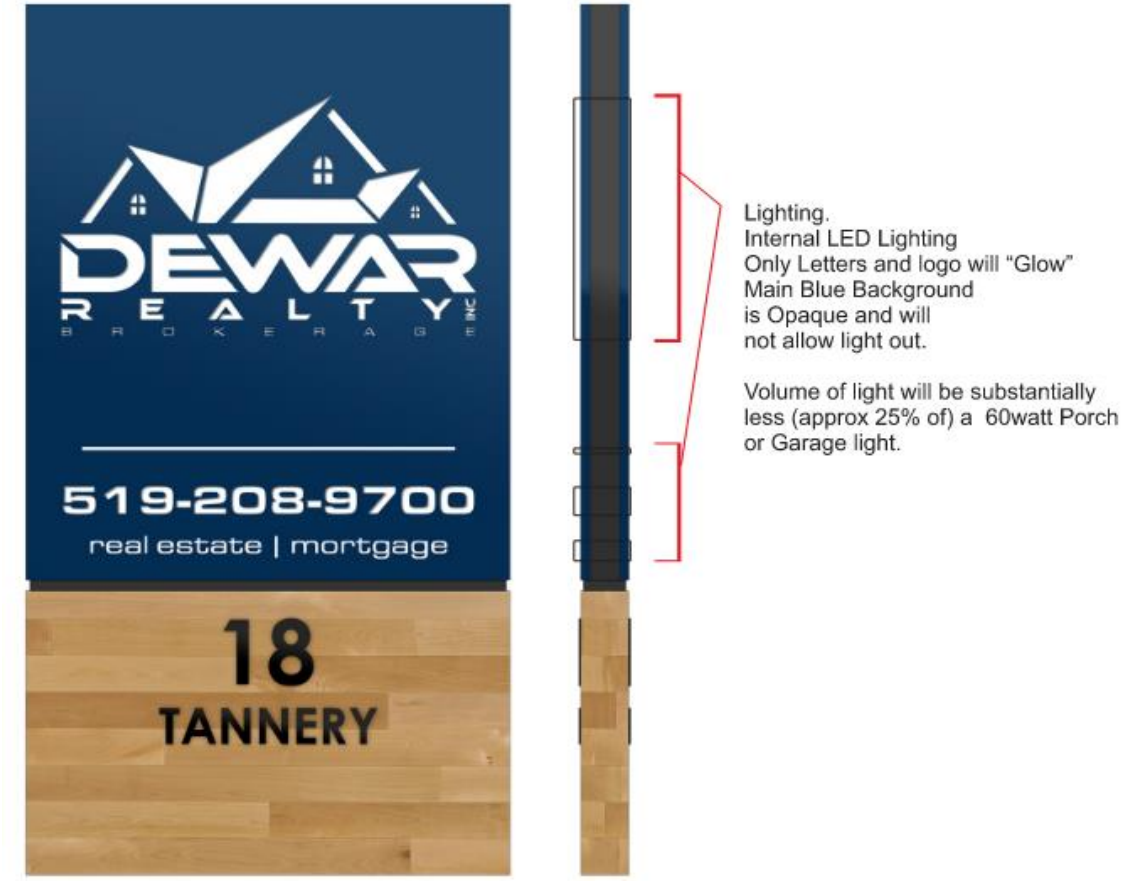
City Solicitor

City Manager

ATTACHMENTS:

1. 22-146-CD Appendix A – Proposed Sign Details
2. 22-146-CD Appendix B – Site Plan and Sign Location
3. 22-146-CD Appendix C – Internal/External Consultation
4. 22-146-CD Appendix D – Public Concerns and Planning Department Response

22-146-CD Appendix A – Proposed Sign Details





22-146-CD Appendix B – Site Plan and Proposed Sign Location



22-146-CD Appendix C – Internal/External Consultation

The application was circulated to the departments and agencies listed in below by email. There were no objections or comments noted from agencies or departments.

- Grandbridge Energy (formerly Energy+)
- City of Cambridge Building and Enforcement Services Division
- City of Cambridge Economic Development Division
- City of Cambridge Engineering Services Division
- City of Cambridge Transportation Engineering Division
- City of Cambridge Fire Department
- City of Cambridge Heritage Staff

22-146-CD Appendix D – Public Concerns and Planning Department Response

Concern:	**Planning Department Response:**
This is a residential area.	The subject property is a compound zone, meaning that the area has multiple uses. Additionally, the lot is within a core area of the city surrounded by institutional and open space uses. The diversity of the zoning is one of the main characteristics of core areas, and this proposal contributes towards this goal.
If the sign cannot be erected within the rules of the by-law, then it should not be erected at all.	In the case where applicants wish to pursue their design proposal, the City of Cambridge maintains a variance process in which the applicant may request relief from sections of the applicable by-law. Variances are carefully reviewed by staff and external departments to ensure conformity and integrated use.
The area in question is already bright during the overnight hours. Adding another illuminated sign to this area will add to this, which already has a negative effect on our ability to enjoy the evening and overnight hours. Sleep will be affected more than it already is.	The proposed sign is would emit less light than a garage light or a 60-watt bulb. There is no extreme addition to light in this area, which includes the Idea Exchange library and a Fire Station.

To:	SPECIAL COUNCIL (STATUTORY PUBLIC MEETING)
Meeting Date:	**12/13/2022**
Subject:	**Cambridge 50th Celebration Update**
Submitted By:	Julie Kalbfleisch, Director, Corporate Communications
Prepared By:	Julie Kalbfleisch, Director, Corporate Communications
Report No.:	22-032-OCM
File No.:	C1101
Wards Affected:	All Wards

RECOMMENDATION(S):

THAT Report 22-032-OCM update regarding the Cambridge 50th Celebration and civic pride campaign be received.

EXECUTIVE SUMMARY:

Purpose

- In 2019, Council directed staff to undertake a Civic Pride Initiative, to engage the public in a campaign that would evoke feelings of belonging, pride and togetherness in the community.
- As part of this work the City engaged the services of an external communications agency to develop a strategy to address this need.
- This report is to keep Council informed of the progress of the plan and introduce the Campaign Strategy for the 50th celebration along with the campaign pillars, tagline, visual identity and key audiences.

Key Findings

- Based on stakeholder engagement sessions that were held virtually with staff, senior leadership and community groups, the following themes/pillars emerged as key differentiators for Cambridge:
    - Architecture & Environment: A historic and built environment surrounded by 365 hectares of natural beauty.
    - Diversity & Culture: Arts to discover and people to meet.

- Food & Dining: Over 100 established restaurants in Cambridge and growing!
- History & Heritage: Museums and history like you wouldn't believe.

Financial Implications

Initiatives related to the celebration of Cambridge's 50th anniversary are being funded through capital project A/01022-20 - Community Spirit Strategy with an approved budget of $90,000. The 2023 operating budget includes proposed one-time funding of $85,000 for further communications and special events related to the Cambridge 50th celebrations.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☐ Core Service

Objective(s): WELLBEING - Connect people to services that support individual and community wellbeing

Strategic Action: Not Applicable

Program: Communications

Core Service: Corporate Communications and Marketing

This initiative will aim to support and improve wellbeing in the community by creating a sense of belonging and civic pride. Communications will aim to highlight and further promote City programs and services which will generate greater access and engagement for our residents.

BACKGROUND:

The City is undertaking a Community and Civic Pride campaign to highlight the aspects that have made it a distinguishable municipality since its incorporation in 1973. To understand community perceptions relating to the City, six focus groups have been facilitated by an outside agency. By opening the floor to discussions with each of the groups, insights have been gathered to help forge and promote a sense of community pride within the City of Cambridge.

In July of 2022, a steering committee was formed, comprising of City staff from across the organization. The planned approach for the 50th celebration is to launch the civic pride communications campaign along with making ongoing enhancements to existing programs and services to make them extra special during the 50th year.

Staff are also engaging with community groups and members of the public to provide support and opportunities for various groups to celebrate the Cambridge 50th in their own unique ways.

ANALYSIS:

- As the City of Cambridge emerges from the impacts of the global pandemic and into its 50th anniversary year, there's never been a better time to celebrate the stories, growth, achievements, and meaningful work that's being done to reinforce the City as an exceptional place to live, work, and play.
- A variety of events will be planned over the year (2023) in celebration of Cambridge's 50th. Staff are leveraging existing events and opportunities to highlight and celebrate this milestone.
- Celebration kits are being developed for community stakeholders so that they can engage in their own 50th celebrations with support from the City.
- A larger event that is unique to the 50th year is being explored by the Steering Committee.
- As the plans for the 50th Celebration are ready for implementation, council and the public will receive updates.

EXISTING POLICY / BY-LAW(S):

There is no existing policy/by-law.

FINANCIAL IMPACT:

This initiative is being funded through capital project A/01022-20 - Community Spirit Strategy with an approved budget of $90,000. The 2023 operating budget includes proposed one-time funding of $85,000 for further communications and special events related to the Cambridge 50th celebrations.

Additional funds may be required to facilitate any special large events dedicated to celebrate the 50th anniversary. Staff will report back to Council for approval of additional funding if required.

PUBLIC VALUE:

This project will aim to boost community pride, while creating a sense of belonging for residents. This project will also allow us to raise the profile and awareness around the many great services and programs that exist in the community providing further support to the wellbeing of members of our community.

ADVISORY COMMITTEE INPUT:

Staff will engage with appropriate advisory committees as more plans develop in order to maximize participation and engagement.

PUBLIC INPUT:

An Engage page for the Cambridge 50th is live and opportunities for engagement will be ongoing. Members of the public were invited to engage in choosing the 50th identifier that was developed by Conestoga College students.

INTERNAL / EXTERNAL CONSULTATION:

This idea started pre-pandemic when there was a lot of discussion about the great deal of negativity in Cambridge, particularly surrounding social issues. The Waterloo Wellbeing survey showed that people in Cambridge feel a lack of social cohesion and connectedness. The residential satisfaction survey further showed that while residents like working in Cambridge, only 4 people in ten considered themselves ambassadors.

The Mayor's Office, Interim City Manager, Comms and stakeholders met to discuss how to improve negative perceptions and to remind people why Cambridge is a great place to live and work.

After the meeting, it was decided that an umbrella campaign which proactively framed and communicated the city's successes should be created that leverage existing communications channels of city partners (ie. Chamber, community groups, BIAs, neighbourhood groups, etc.).

It was decided that the best option was to have a consultant develop the campaign, strategy and brand. This could include a visual identity, collateral material (street banners t-shirts, postcard, etc.) and help with the development of content, videos and photography to showcase Cambridge and showcase community success stories.

Due to the pandemic, the project was stalled and it was decided it would be ideal to move forward after we finished the new strategic plan. Timing also presented the additional opportunity to align with Cambridge's 50th celebration in 2023.

This project will aim to boost community vitality overall, build community ambassadors and will build on the consultation and themes of the new strategic plan.

CONCLUSION:

This project will aim to boost community vitality overall, build community ambassadors while leveraging civic pride through the Cambridge 50th celebrations.

REPORT IMPACTS:

Agreement: **No**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

None

To:	SPECIAL COUNCIL (STATUTORY PUBLIC MEETING)
Meeting Date:	**12/13/2022**
Subject:	Update and Revised Information - Cambridge and North Dumfries Energy Plus Inc. (“Energy Plus”) and Brantford Power Inc. (“BPI”) Merger Participation Agreement – Closing Adjustment Documents and Share Redemption
Submitted By:	David Calder, City Manager
Prepared By:	David Calder, City Manager
Report No.:	22-034-OCM
File No.:	C1101
Wards Affected:	All Wards

RECOMMENDATION(S):

THAT Report No. 22-034-OCM Update and Revised Information - Cambridge and North Dumfries Energy Plus Inc. (“Energy Plus”) and Brantford Power Inc. (“BPI”) Merger Participation Agreement – Closing Adjustment Documents and Share Redemption be received;

AND THAT the Resolution as adopted by Council at their meeting of September 27th, 2022 be rescinded;

AND THAT the Mayor and Clerk be authorized to execute the Notice of Redemption (as those terms are defined in Section 2.6 of the duly executed Merger Participation Agreement – Attached as Appendix “C”) to redeem 921 Class A Special Shares from GrandBridge Corporation for the retraction price of $203 per share for a total valuation of $186,963;

AND FURTHER THAT upon receipt of the funds through the Notice of Redemption that the Chief Financial Officer be authorized to transfer the amount of $186,963 to the Hydro Dividend Stabilization Reserve Fund.

EXECUTIVE SUMMARY:

Purpose

The Purpose of this Report is to update Council on matters pertaining to the close out of the former Cambridge and North Dumfries Energy Plus Inc. (“Energy Plus”) and Brantford Power Inc. (“BPI”) and to provide the appropriate direction to facilitate the Notice of Redemption Class A Special Shares from GrandBridge Corporation.

Key Findings

N/A

Financial Impact

The Notice of Redemption of the Class A Special Shares and the associated revenue did not form part of the 2022 Budget. As such, direction is required from Council to the Chief Financial Officer as to how to proceed forward in this regard.

It is Staff’s Recommendation that the funds received through the transfer of the Class A Special Shares be applied to the Hydro Dividend Stabilization Reserve Fund. Funds in this Reserve are applied to finance future Capital Projects contained within the 10 Year Capital Program.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☐ Core Service

Objective(s): Not Applicable

Strategic Action: Not Applicable

Program: Not Applicable

Core Service: Not Applicable

BACKGROUND:

City Council at the September 27th, 2022 Regular Council Meeting received City Manager Report No. 22-031-OCM – attached as Appendix “B”. This Report provided information and recommendations pertaining to the year end and close out of operations pertaining to the former Cambridge and North Dumfries Energy Plus Inc. (“Energy Plus”) and Brantford Power Inc. (“BPI”). Arising from the consideration of the Staff Report, Council adopted the following Resolution:

THAT Report No 22-031-OCM Cambridge and North Dumfries Energy Plus inc. ("Energy Plus") and Brantford Power Inc. (BPI) Merger Participation Agreement – Closing Adjustment Documents be received;

AND THAT no objection be given to the City of Brantford with respect to the Brantford Closing Financial Statements, the reports of the auditor thereon, and the Tallgrass Appraisal (as those terms are defined in the Merger Participation Agreement), prepared in accordance with Section 2.4(a) of the duly executed Merger Participation Agreement, resulting in the payment of a special dividend payable to the City of Brantford in the amount of approximately $125,000 as a result of the applicable calculation of adjustments to closing valuations (the "Closing Valuations") of Energy Plus and BPI pursuant to Section 2.5 of the Merger Participation Agreement (set out in a letter dated August 29, 2022 by GrandBridge Corporation to its shareholders, with attachments, as revised pursuant to a letter dated September 20, 2022), it being understood that the Brantford Closing Financial Statements, the reports of the auditor thereon, and the Tallgrass Appraisal shall be deemed to have been approved in the absence of such objection by City of Cambridge and the Township of North Dumfries;

AND THAT, in respect of the submission for consideration by GrandBridge Corporation of a further adjustment to the Closing Valuations with respect to certain write-offs of deferred financing costs related to BPI's credit facility, City Council has received such submission and considers that no changes to the adjustment set out in paragraph 2 above result therefrom;

AND FURTHER THAT the Board of Directors of GrandBridge Corporation and the Council of the Township of North Dumfries, in their capacity as a shareholder in the former Energy Plus and now a shareholder of GrandBridge Corporation, be circulated a copy of this Resolution.

GrandBridge Corporation Management notified the City Manager of the City of Cambridge and the Township Chief Administrative Officer on November 28th, 2022 that as part of the review of the 2022 Final Tax Return for the former Brantford Power Inc. ("BPI"), GrandBridge Management had identified an error in the computation of the tax provision that was recorded in the stub period year-end financial statements.

The amount of the error was an understatement of the tax liability owing by BPI of $265,509 related to the sale of lands, which resulted in an understatement or recorded tax liability recorded in the audited financial statements. The audited financial statements were also used in the preparation of the Closing Adjustments and the determination of the amount owing to the Shareholder(s) based on the equity value of the entities and the relative ownership percentages at the time of closing.

The error identified relates to the tax treatment of the gain on the sale of the 130 Savannah Oaks Property (defined as the "Excess Land" under the Merger Participation Agreement). For purposes of the tax provision, the gain on sale of land was treated as a taxable capital gain, whereas the 2022 Final Tax Return recognized the gain on sale of land as on account of income.

The net result is that the Motion 22-253 adopted by City Council on September 27th is no longer accurate or relevant in the present term. As such, the September Resolution needs to be rescinded.

Arising from the revised and Final Closing Adjustment Computation, which incorporates an adjustment to the BPI Net working capital computation, the former Energy Plus shareholders (Cambridge and North Dumfries) are now entitled to the redemption of shares as a one-time payout equivalent to $203,000 in accordance with Section 2.5 of the Merger Participation Agreement.

Based upon the proportional ownership of the City, the Municipality is entitled to redeem 921 Class A Shares that would translate into a valuation of $186,963 [based upon a valuation of $203 per Share].

Appendix "A" to this Report is the Correspondence, dated November 30th, 2022, from GrandBridge Corporation that outlines the calculation of the redemption notice and the instrument to receive the funds.

ANALYSIS:

Options and Analysis

There is no analysis or options associated with this Report. The next steps are more procedural and administrative in nature.

During the preparation of the Merger Participation Agreement (MPA) as negotiated between the Shareholders, namely the City of Brantford, the Township of North Dumfries and the City, specific provisions were established to deal with the sale of "excess lands".

Section 8.5 of the MPA was specifically intended to ensure that Brantford was responsible for all of the taxes related to the sale of the Excess Land. In addition, Section 8.5 states that "…for the avoidance of doubt, the foregoing indemnity obligation of Brantford shall not be subject to the limitations set out in the Section 8.4". Section 8.4 provides for general limitations/thresholds on mutual indemnifications.

Based upon the re-statement of the revised and Final Closing Adjustment Computation applicable to BPI, the Township of North Dumfries and the City are eligible for the redemption of shares as a one-time payout equivalent to $203,000 in accordance with Section 2.5 of the Merger Participation Agreement.

From a procedural perspective, the City needs to:

1. Rescind the prior Motion 22-253 as its contents are now replaced with new information;

2. Provide direction and authorization to the Mayor and Clerk to execute the Notice of Redemption to redeem 921 Class A Special Shares from GrandBridge Corporation for the redemption price of $203 per share for a total valuation of $186,963; and,

3. Provide direction to the City's Chief Financial Officer as to where the $186,963 are to be applied as these revenues do not form part of the 2022 Budget.

EXISTING POLICY / BY-LAW(S):

N/A

FINANCIAL IMPACT:

The Notice of Redemption of the Class A Special Shares and the associated revenue did not form part of the 2022 Budget. As such, direction is required from Council to the Chief Financial Officer as to how to proceed forward in this regard.

It is Staff's Recommendation that the funds received through the transfer of the Class A Special Shares be applied to the Hydro Dividend Stabilization Reserve Fund. Funds in this Reserve are applied to finance future Capital Projects contained within the 10 Year Capital Program.

PUBLIC VALUE:

N/A

Sustainability:

N/A

Leadership:

N/A

Collaboration:

N/A

Transparency:

N/A

Engagement:

N/A

ADVISORY COMMITTEE INPUT:

N/A

PUBLIC INPUT:

N/A

INTERNAL / EXTERNAL CONSULTATION:

N/A

CONCLUSION:

N/A

REPORT IMPACTS:

Agreement: **Yes**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

1. 2022-034-OCM Appendix A - Correspondence, dated November 30/22, GrandBridge Energy
2. 2022-034-OCM Appendix B - Report 22-031-OCM
3. 2022-034-OCM Appendix C - Merger Participation Agreement

GrandBridge CORPORATION

November 30, 2022

Mr. David Calder
City Manager
The Corporation of the City of Cambridge
50 Dickson Street,
P.O. Box 669
Cambridge, Ontario, N1R 5W8
Via email: dcalder@cambridge.ca

Mr. Brian Hutchings
Chief Administrative Officer
The Corporation of the City of Brantford
58 Dalhousie Street,
Brantford, Ontario N3T 2J2
Via email: bhutchings@brandford.ca

Mr. Andrew McNeely
Chief Administrative Officer
The Corporation of the Township of North Dumfries
North Dumfries Community Complex
2958 Greenfield Road
P.O. Box 1060
Ayr, Ontario N0B 1E0
Via email: amcneely@northdumfries.ca

Dear Sirs:

Re: Merger Participation Agreement ("MPA"):
Closing Adjustment Computation – Update
Proposed Form of Redemption Notice

Further to our discussions, please find enclosed the following documents requiring your attention:

1. A revised and Final Closing Adjustment Computation, which incorporates an adjustment to the BPI Net working capital computation, specifically an increase in the Payments in Lieu of Taxes Payable of $265,509. Supporting documentation with respect to this adjustment was provided to each of the Shareholder Representations under separate cover.

   The Final Closing Adjustment computation results in an Energy Plus Group Adjustment amount of $203,000 as calculated in accordance with Section 2.5 of the MPA.

(519) 621-3530
39 Glebe Street, P.O. Box 1060
Cambridge, Ontario N1R 5X6

2. A form of Redemption Notice for the Class A and Class B Special Shares to be issued by each of the Shareholders.

   In accordance with Section 2.6 of the MPA, as soon as practicable following the determination of the Net Adjustment Amount, each of Cambridge, North Dumfries, and Brantford are to send a redemption notice to the Corporation with respect to the redemption of their respective Class A and Class B Special Shares.

   The Net Adjustment Amount owing to Cambridge and North Dumfries of $203,000 will be settled through the redemption of the Class A Special Shares. The redemption value per share is $203, based on 1,000 shares.

	Class A Shares	**Redemption Value**
Township of North Dumfries	79	$16,037
City of Cambridge	921	$186,963
Total Net Adjustment Amount (Redemption Amount)	**1,000**	**$203,000**

   The City of Brantford will provide a redemption notice for $1 for the 1 Class B Special Share.

Following the receipt of the redemption notices, the GrandBridge Corporation will arrange to pay the aggregate redemption amount. In accordance with the MPA, the redemption amounts are to be paid within 10 Business Days following receipt of the redemption notice.

If you have any questions with respect to the revised and final Closing Adjustment Computation or the form of the Redemption Notices, please do not hesitate to contact me.

Yours truly,

GRANDBRIDGE CORPORATION

Sarah Hughes, CPA, CA, C. Dir.
Chief Financial Officer

Encls.

(519) 621-3530

39 Glebe Street, P.O. Box 1060
Cambridge, Ontario N1R 5X6

Appendix "B"

To:	SPECIAL COUNCIL
Meeting Date:	**9/27/2022**
Subject:	**22-034-OCM Appendix B - Report 22-031-OCM Grandbridge Merger Participation Agreement - Closing Adjustments.docx**
Submitted By:	David Calder, City Manager
Prepared By:	David Calder, City Manager
Report No.:	22-031-OCM
File No.:	C1101
Wards Affected:	All Wards

RECOMMENDATION(S):

THAT Report No 22-031-OCM Cambridge and North Dumfries Energy Plus inc. ("Energy Plus") and Brantford Power Inc. (BPI) Merger Participation Agreement – Closing Adjustment Documents be received;

AND THAT no objection be given to the City of Brantford with respect to the Brantford Closing Financial Statements, the reports of the auditor thereon, and the Tallgrass Appraisal (as those terms are defined in the Merger Participation Agreement), prepared in accordance with Section 2.4(a) of the duly executed Merger Participation Agreement, resulting in the payment of a special dividend payable to the City of Brantford in the amount of approximately $125,000 as a result of the applicable calculation of adjustments to closing valuations (the "Closing Valuations") of Energy Plus and BPI pursuant to Section 2.5 of the Merger Participation Agreement (set out in a letter dated August 29, 2022 by GrandBridge Corporation to its shareholders, with attachments, as revised pursuant to a letter dated September 20, 2022), it being understood that the Brantford Closing Financial Statements, the reports of the auditor thereon, and the Tallgrass Appraisal shall be deemed to have been approved in the absence of such objection by City of Cambridge and the Township of North Dumfries;

AND THAT, in respect of the submission for consideration by GrandBridge Corporation of a further adjustment to the Closing Valuations with respect to certain write-offs of deferred financing costs related to BPI's credit facility, City Council has received such submission and considers that no changes to the adjustment set out in paragraph 2 above result therefrom;

AND FURTHER THAT the Board of Directors of GrandBridge Corporation and the Council of the Township of North Dumfries, in their capacity as a shareholder in the former Energy Plus and now a shareholder of GrandBridge Corporation, be circulated a copy of this Resolution.

EXECUTIVE SUMMARY:

Purpose

The Purpose of this Report is to advise City Council, in their role as a Shareholder in the former Energy Plus and now GrandBridge Corporation, of the results of the Closing Financial Statements of the former Energy Plus and BPI.

This reporting to Council is a requirement of the Merger Participation Agreement, dated September 1st, 2021, which established the framework of the merger between Energy Plus and BPI.

Key Findings

N/A

Financial Impact

The expenditure associated with the professional services necessary to assist the City Manager on the review of the close out of the former Energy Plus and BPI and their respective subsidiary companies will be funded from Hydro Dividend Stabilization Fund. This expense is being shared with the Township of North Dumfries. There are sufficient funds in the account to cover the expenditure associated with the preparation of this report.

STRATEGIC ALIGNMENT:

☐ Strategic Action; or
☐ Core Service

Objective(s): Not Applicable

Strategic Action: Not Applicable

Program: Not Applicable

Core Service: Not Applicable

BACKGROUND:

Energy Plus and BPI merged to form GrandBridge Corporation on May 2nd, 2022.

Energy Plus and its subsidiary companies, BPI and its subsidiary companies, and the respective shareholders of Energy Plus and BPI, namely, the City of Brantford (in respect of BPI) and the City of Cambridge and Township of North Dumfries (in respect of Energy Plus) duly executed a Merger Participation Agreement on September 1st, 2021 (the "MPA").

The MPA had the effect of committing the parties to the merger of the two local distribution companies and their holding companies based upon an agreed upon framework and principles.

A key element of the MPA was the calculation of the final closing adjustments of Energy Plus and BPI and their respective subsidiaries (notably, their regulated local distribution company subsidiaries). In accordance with the MPA, the audited final closing statements, certain other financial information, and resulting adjustments to closing valuations of the respective corporations are to be completed within 120 days of the Closing Date. The City of Brantford and the City of Cambridge / Township of North Dumfries shall then have 30 days upon receipt of receiving the proposed closing adjustments to lodge an objection of the audited financial statements. If there is no objection within the 30-day period, then the statements will be deemed to be approved by the respective Shareholders.

Relevant to this discussion are subsections (a), (f), (h) and (i) of Section 2.4 of the MPA as follows:

(a) Brantford shall cause the auditors for the BEC Group to complete the audit procedures and distribute to Brantford, Cambridge and North Dumfries the audited financial statements for each member of the BEC Group as at the end of business on the day immediately prior to the Closing Date (including the audited financial statements of BEC on a consolidated basis) within 120 days following the Closing Date (collectively the "**Brantford Closing Financial Statements**").

(f) All Closing Financial Statements shall be prepared in accordance with IFRS applied on a basis consistent with the preparation of the BEC Financial Statements, the BPI financial Statements, BHI Financial Statements, the Energy Plus Holdings Financial Statements, Energy+ Financial Statements and the Energy Plus Solutions Financial Statements, as applicable. The Closing Financial Statements shall be accompanied by a report thereon by such auditors. For the purposes of preparing and reviewing the applicable Closing Financial Statements, each Party shall grant such auditors and the other authorized Representatives of the other Parties reasonable access to all relevant records, facilities and personnel in its possession or within its control. Brantford will pay all costs and expenses in connection with the preparation of the Brantford Closing

Financial Statements in respect of the BEC Group and Cambridge and North Dumfries shall pay all costs and expenses in connection with the preparation of the Energy Plus Closing Financial Statements for the Energy Plus Group.

h) Cambridge and North Dumfries shall have a period of 30 days from the date they receive the Brantford Closing Financial Statements, the reports of the auditor thereon, the Customer Contracts Valuation in respect of each applicable member of the BEC Group and the Tallgrass Appraisal during which to review such Brantford Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the BEC Group and the Tallgrass Appraisal. For the purpose of such review, Cambridge and North Dumfries and each member of the Energy Plus Group and their authorized Representatives shall be given full access by Brantford and each member of the BEC Group to examine the working papers, schedules and other documentation used or prepared by the auditors to the Energy Plus Group, Chartered Business Valuator or appraiser in respect of the Tallgrass Appraisal, as applicable. If no written objection to such Energy Plus Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the BEC Group or Tallgrass Appraisal is given to Brantford by Cambridge and North Dumfries within such 30-day period, such Brantford Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the BEC Group and the Tallgrass Appraisal shall be deemed to have been approved by Cambridge and North Dumfries as of the last day of such 30-day period.

(i) Brantford may object to the Energy Plus Closing Financial Statements, the Customer Contracts Valuation in respect of any applicable member of the Energy Plus Group and/or the MTS Appraisal within the 30-day period set out in Section 2.4(h) by giving written notice to Cambridge and North Dumfries setting out in reasonable detail the nature of such objection (a "**Brantford Objection**"). Cambridge and North Dumfries (acting jointly) may object to the Brantford Closing Financial Statements, the Customer Contracts Valuation in respect of the applicable member of the BEC Group and/or the Tallgrass Appraisal within the 30-day period set out in Section 2.4(h) by giving written notice to Brantford setting out in reasonable detail the nature of such objection (a "**Cambridge and North Dumfries Objection**"). Brantford, Cambridge and North Dumfries (acting jointly) agree to attempt to resolve the matters in dispute set out in a Brantford Objection and/or Cambridge and North Dumfries Objection within 15 days from the date on which such notice is given. If all matters in dispute are resolved by Brantford, Cambridge and North Dumfries, the applicable Closing Financial Statements(s), Customer Contracts Valuation, Tallgrass Appraisal and/or MTS Appraisal, as applicable, shall be modified to the extent required to give effect to

such resolution and shall be deemed to have been approved as of the date of such resolution.

The City Manager can confirm that in accordance with Section 2.4 of the MPA that the closing financial statements attributed to Energy Plus, BPI and their respective subsidiary companies, together with the closing adjustment calculations was received by letter dated August 29th, 2022 with attachments. A letter dated September 20, 2022 set out certain revisions to the closing adjustment calculations (reflecting comments made by KPMG to GrandBridge Corporation).

In accordance with the provisions of the MPA, if the City wishes to object to the closing adjustment for BPI then a written objection must be lodged no later than September 29th, 2022.

In the event of an objection by either Brantford or jointly by the City of Cambridge / North Dumfries, then in accordance with Section 2.4 j) of the MPA the Parties shall have 15 days to resolve the dispute. At the end of the 15-day period all unresolved matters shall be forwarded to a mutually agreed, independent, nationally recognized accounting firm for resolution (an "**Expert**"). The Expert's determination of all such matters shall be final and binding on all Parties and shall not be subject to appeal by Brantford, Cambridge, North Dumfries or any other Party.

In the event of the need to retain an independent Expert to deal with an unresolved dispute, GrandBridge Corporation will be responsible for the fees and expenses attributed to the Expert.

ANALYSIS:

Professional Services

The City of Cambridge and the Township of North Dumfries retained the professional services of Ron Clark (Aird & Berlis LLP) and John Rockx (KPMG Canada) to undertake a review of the August 29th final adjustment closings for BPI and its subsidiary companies.

Messrs. Clark and Rockx were key advisors to Cambridge and North Dumfries throughout the negotiations to establish the new utility corporation and the preparation of the Merger Participation Agreement, amongst other documents.

Messrs. Clark and Rockx were retained in the present time period to conduct a review of the final closing adjustments of BPI. and the relevant provisions of the MPA.

Closing Adjustment

Section 2.5 of the MPA prescribes the calculations to be undertaken with respect to the final Closing Adjustments for Energy Plus and BPI and their respective subsidiary companies as of the day prior to the merger. The merger was effective May 2nd, 2022 and as such the financial statements were the financial position of Energy Plus and BPI as of May 1st, 2022.

Based upon the review the closing financial statements and in alignment with the MPA, KPMG has advised of the following:

Closing Adjustment Schedule:

KPMG reviewed the draft Closing Adjustment schedule and identified one error of $115,000 to Energy Plus' closing balance sheet entries at May 1, 2022 (extra accrued liability of $115,000 was deducted) plus a minor adjustment to a BPI item (under $1,000).

The expected impact of the $115,000 adjustment was that the closing dividend payable by GrandBridge Corporation to the City of Brantford would have been reduced by $80,000 to about $125,000 vs the previously calculated amount of $205,000 as identified in the August 29th, 2022 filing with the Shareholders.

Such error was brought to the attention of GrandBridge Corporation by KPMG. GrandBridge Corporation corrected the error in a letter dated September 20, 2022. As a result, the special dividend to Brantford has been reduced to approximately $125,000.

Deferred Financing Fees

Management of GrandBridge Corporation are seeking direction from the Shareholders as to a payment of a one-time dividend related to deferred financing fees with BPI's "early break" from its long-term debt and the associated administration fees that had been paid to the Royal Bank of Canada (RBC), and external legal counsel in 2019 and 2020

BPI had a $25 million non-revolving term facility with RBC that had unamortized deferred financing costs of $216,533 at December 31, 2021 (before additional amortization until May 1, 2022).

On or about April 20, 2022, BPI amended its credit facility with RBC to provide take-out financing for the Infrastructure Ontario debt ($12.1 million) and provide extra financing capacity for future periods. The amendment to the RBC credit facility resulted in the $216,533 of deferred financing costs to be written off for accounting purposes (i.e., the old RBC facility was cancelled). The City of Brantford is suggesting that this is an

unanticipated merger-related cost that was borne by Brantford Hydro Inc. pre-merger and should be recovered by BPI, net of taxes ($159,152).

It is the position of the City Manager, and supported through the legal review of Aird & Berlis, that there is no obligation for Cambridge / North Dumfries as Shareholders to support the payment of the adjustment related to the $159,154 as an anticipated write-down in connection with termination of the RBC debt of BPI. There is no requirement in the MPA for any adjustment as a result of the Infrastructure Ontario “make-whole” payment/break fee. Thus, the issue of liabilities relating to other financings was specifically dealt with in the MPA and there is no provision in the MPA relating to the RBC write-down.

It remains the contention of the City Manager that the adjustment provisions were heavily negotiated during the lead up to the execution of the MPA and are quite precise. It is the City Manager’s opinion that it is not open to the Parties to create adjustments for newly discovered reasons.

Next Steps

In accordance with the timeframes as set out in the MPA, the Parties have 30 days following the receipt of the closing financial statements to signal an appeal or dispute to the contents of the published documents. The documents were served to the Shareholders on August 29th, 2022 (subject to revision on September 20, 2022) and as such if Council in their role as a Shareholder wishes to object to an element within the published draft documents, then written notice must be served upon the City of Brantford no later than September 29th.

The recommended next steps for Council in their role as a Shareholder of the former Energy Plus and GrandBridge Corporation is as follows:

1. That no objection be made to the financial statements and resulting adjustment calculations as reflected in the materials received from GrandBridge Corporation on August 29, 2022 as revised on September 20, 2022, resulting in a special dividend payable to Brantford of approximately $125,000, it being understood that the absence of such objection within the 30-day period constitutes approval of such financial statements; and

2. That, in respect of GrandBridge Corporation management’s inquiry concerning the deferred financing fees attributed to RBC, taking into account that the MPA did not include this expense as part of the terms of the merger, and the City as a Shareholder is not under any obligation nor

are there provisions in the MPA for the Parties to open up the Agreement to create adjustments for newly discovered reasons. The City considers that no changes to the adjustment set out in paragraph 1 above result therefrom and that such position may be conveyed by City staff to the other parties.

The Township of North Dumfries Council will be meeting on September 26th, 2022 to review a Report from their Staff on the financial closing statements. The City Manager and Chief Administrative Officer from the City and Township have worked jointly on the preparation of Reports to the respective Councils that are in alignment in terms of analysis and recommendations.

EXISTING POLICY / BY-LAW(S):

N/A

FINANCIAL IMPACT:

The expenditure associated with the professional services necessary to assist the City Manager on the review of the close out of the former Energy Plus and BPI and their respective subsidiary companies will be funded from Hydro Dividend Stabilization Fund. This expense is being shared with the Township of North Dumfries. There are sufficient funds in the account to cover the expenditure associated with the preparation of this report.

PUBLIC VALUE:

N/A

Sustainability:

N/A

Leadership:

N/A

Collaboration:

N/A

Transparency:

N/A

Engagement:

N/A

ADVISORY COMMITTEE INPUT:

Advisory Committees Consulted:

N/A

PUBLIC INPUT:

N/A

INTERNAL / EXTERNAL CONSULTATION:

Engagement has taken place with representatives from KPMG and Aird and Berlis LLP with regard to financial and legal consultation.

CONCLUSION:

N/A

REPORT IMPACTS:

Agreement: **Yes**

By-law: **No**

Budget Amendment: **No**

Policy: **No**

APPROVALS:

This report has gone through the appropriate workflow and has been reviewed and or approved by the following as required:

Director

Deputy City Manager

Chief Financial Officer

City Solicitor

City Manager

ATTACHMENTS:

N/A

Execution Version

MERGER PARTICIPATION AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BRANTFORD

– and –

THE CORPORATION OF THE CITY OF CAMBRIDGE

– and –

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

– and –

BRANTFORD ENERGY CORPORATION

– and –

CAMBRIDGE AND NORTH DUMFRIES ENERGY PLUS INC.

– and –

BRANTFORD POWER INC.

– and –

ENERGY+ INC.

– and –

CAMBRIDGE AND NORTH DUMFRIES ENERGY SOLUTIONS INC.

– and –

BRANTFORD HYDRO INC.

September 1, 2021

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MERGER PARTICIPATION AGREEMENT

THIS AGREEMENT is dated as of September 1, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD, a municipal corporation incorporated under the laws of Ontario

("**Brantford**")

– and –

THE CORPORATION OF THE CITY OF CAMBRIDGE, a municipal corporation incorporated under the laws of Ontario

("**Cambridge**")

– and –

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES, a municipal corporation incorporated under the laws of Ontario

("**North Dumfries**")

– and –

BRANTFORD ENERGY CORPORATION, a corporation incorporated under the laws of Ontario

("**BEC**")

– and –

CAMBRIDGE AND NORTH DUMFRIES ENERGY PLUS INC., a corporation incorporated under the laws of Ontario

("**Energy Plus Holdings**")

– and –

BRANTFORD POWER INC., a corporation incorporated under the laws of Ontario

("**BPI**")

– and –

BRANTFORD HYDRO INC., a corporation incorporated under the laws of Ontario

("**BHI**")

– and –

ENERGY+ INC., a corporation incorporated under the laws of Ontario

("**Energy+**")

– and –

CAMBRIDGE AND NORTH DUMFRIES ENERGY SOLUTIONS INC., a corporation incorporated under the laws of Ontario

("**Energy Plus Solutions**")

RECITALS:

A. Cambridge, North Dumfries, Brantford, BEC and Energy Plus Holdings are party to a memorandum of understanding dated December 15, 2020 (the "**MOU**") and a confidentiality agreement dated December 15, 2020 (the "**Confidentiality Agreement**") in connection with the transactions contemplated by this Agreement.

B. BPI is licensed by the OEB to distribute electricity in Ontario.

C. Energy+ is licensed by the OEB to distribute electricity in Ontario.

D. Brantford is the beneficial and registered owner of all of the issued and outstanding shares in the capital of BEC.

E. Cambridge is the beneficial and registered owner of 92.1% of the issued and outstanding shares in the capital of Energy Plus Holdings and North Dumfries is the beneficial and registered owner of 7.9% of the issued and outstanding shares in the capital of Energy Plus Holdings.

F. BEC is the legal and beneficial owner of all the issued and outstanding shares in the capital of BPI and BHI.

G. Energy Plus Holdings is the legal and beneficial owner of all the issued and outstanding shares in the capital of Energy+ and Energy Plus Solutions.

H. The Parties wish to have BEC and Energy Plus Holdings amalgamate to form Amalco Holdco.

I. The Parties wish to have BPI and Energy+ amalgamate to form LDC Amalco.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement (including the recitals, Schedules and Exhibit hereto), the following terms have the following meanings:

"**Accounts Receivable**" means the aggregate sum of all accounts receivable and other amounts due, owing or accruing due, including amounts due from Affiliates, net of an allowance for doubtful accounts calculated in accordance with IFRS.

"**Adverse Determination**" is defined in Section 9.3.

"**Affiliate**" has the meaning set forth in the OBCA.

"**Affiliate Relationships Code**" means the Affiliate Relationships Code for Electricity Distributors and Transmitters issued by the OEB as amended from time to time and any replacement code or directive;

"**Agreement**" means this merger participation agreement, including all Schedules and Exhibits, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

"Amalco Holdco" is defined in Section 2.1(a).

"**Amalgamation Agreement**" means the forms of amalgamation agreement to be entered into by the applicable Parties together with all other documents, instruments and certificates required under the OBCA to give effect to the Holdco Amalgamation and the LDC Amalgamation, respectively.

"**Amalgamations**" means the Holdco Amalgamation and the LDC Amalgamation.

"**Anti-Spam Laws**" means CASL, together with all other Laws that are applicable to each member of the BEC Group and the Energy Plus Group relating to the delivering, sending, sharing or transmitting Electronic Messages, and/or using Electronic Addresses;

"**BEC**" is defined in the preamble to this Agreement.

"**BEC Business**" means, (a) in the case of BEC, the business of serving as a holding company for all of the issued and outstanding shares in the capital of BPI and BHI, (b) in the case of BPI, the business of distributing electricity to third parties within the geographic boundaries as permitted by its OEB distribution license and related services and activities, and (c) in the case of BHI, the NetOptiks Business and the Enersure Business.

"**BEC Environmental Approvals**" is defined in Section 4.24(b).

"**BEC Financial Statements**" means the audited, consolidated balance sheet and audited, consolidated statement of income of BEC for the financial year ended December 31, 2020 including notes to the financial statements.

"**BEC Group**" means, collectively, BEC, BPI and BHI.

"**BEC Group Adjustment Amount**" is defined in Section 2.5(a).

"**BEC Group Employees**" means all personnel employed, engaged or retained by a member of the BEC Group in connection with the BEC Business, including any that are on medical or long-term disability leave, or other statutory or authorized leave or absence, but excluding independent contractors.

"**BEC Group Systems**" means all computer software, and computer hardware, servers, networks, platforms, peripherals, data communication lines and other information technology equipment and related systems that are owned or used by each member of the BEC Group in the conduct of the BEC Business.

"**BEC Group Valuation Amount**" means the numerical value set forth in cell E10 of the spreadsheet entitled "Closing Adjustment Calc" within the excel file named "Final Financial Model – Project Phoenix_August 13, 2021" prepared by Grant Thornton LLP.

"**BHI**" is defined in the preamble to this Agreement.

"**BHI Financial Statements**" means the audited balance sheet and audited statement of income of BHI for the financial year ended December 31, 2020 including notes to the financial statements.

"**Books and Records**" means the books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to, as applicable, the BEC Business and the Energy Plus Business.

"**BPI**" is defined in the preamble to this Agreement.

"**BPI Financial Statements**" means the audited balance sheet and audited statement of income of BPI for the financial year ended December 31, 2020 including notes to the financial statements.

"**BPI Shareholder Declaration**" means the shareholder direction made by Brantford as sole shareholder of BEC in relation to BEC dated February 1, 2000, as amended.

"**Brantford**" is defined in the preamble to this Agreement.

"**Brantford Closing Financial Statements**" is defined in Section 2.4(a).

"**Brantford Disclosure Schedule**" is defined in Article 4.

"**Brantford Failure**" is defined in Section 8.3(b).

"**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.

"**Cambridge**" is defined in the preamble to this Agreement.

"**CASL**" means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* and all of its implementing regulations, as amended from time to time.

"**CDM**" is defined in Section 4.16(k).

"**Claim**" means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.

"**Class A Special Shares**" means the non-voting, convertible, redeemable, Class A Special shares in the capital stock of Amalco Holdco.

"Class B Special Shares" means the non-voting, convertible, redeemable, Class B Special shares in the capital stock of Amalco Holdco.

"Class C Special Shares" means the non-voting, convertible, redeemable, Class C Special shares in the capital stock of Amalco Holdco.

"Class D Special Shares" means the non-voting, convertible, redeemable, Class D Special shares in the capital stock of Amalco Holdco.

"**Closing**" means the completion of the Amalgamations pursuant to this Agreement.

"**Closing Date**" means the later of:

(a) December 31, 2021, subject to receipt of the OEB Approval and Competition Act Approval; or

(b) the first Business Day of the applicable fiscal quarter receipt of the OEB Approval and Competition Act Approval (e.g., April 1, July 2, October 1 or January 2),

provided; however, that if the OEB Approval and Competition Act Approval is received within 14 days prior to December 31, 2021 or the end of the applicable fiscal quarter, as the case may be, the Closing Date shall be the first Business Day of the subsequent fiscal quarter.

"**Closing Financial Statements**" means the Brantford Closing Financial Statements and the Energy Plus Closing Financial Statements.

"**Closing Time**" means 9:00 a.m. (Eastern time) on the Closing Date or any other time on the Closing Date as may be agreed by the Parties in writing.

"**Commissioner**" means the Commissioner of Competition under the Competition Act.

"**Common Shares**" means the voting common shares in the capital stock of Amalco Holdco.

"**Communication**" means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.

"**Competition Act**" means the *Competition Act* (Canada).

"**Competition Act Approval**" means: (a) the issuance of an advance ruling certificate under section 102(1) of the Competition Act with respect to the transactions contemplated by this Agreement without such advance ruling certificate having been modified or withdrawn before Closing; (b) the Parties having given the notice required under section 114 of the Competition Act with respect to the transactions contemplated by this Agreement and the applicable waiting periods under section 123 of the Competition Act having expired or been terminated in accordance with the Competition Act; or (c) the obligation to give the requisite notice having been waived under section 113(c) of the Competition Act and, in the case of (b) or (c), the Parties having been advised in writing by the Commissioner that the Commissioner does not, at that time, intent to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement (a "**No-Action Letter**") with any terms and conditions attached to such No-Action Letter being acceptable to the Parties, acting reasonably, and without such No-Action Letter having been withdrawn or modified before Closing.

"**Confidentiality Agreement**" is defined in the recitals of the Parties above.

"**Contract**" means any agreement, understanding, undertaking, commitment, licence, or lease, whether written or oral.

"**Corporate Articles**" means, as applicable, the certificate and articles of incorporation amalgamation of the applicable corporation and the certificates and articles of amendment of such corporation.

"**COVID-19**" means the global pandemic known as coronavirus disease as identified in COVID-19 Legislation and Emergency Orders.

"**COVID-19 Legislation and Emergency Orders**" means the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, the orders made under section 7.0.2 or 7.1 of the *Emergency Management and Civil Protection Act* and any other decrees, rules,

regulations, by-laws, published policies and guidelines enacted by a Governmental Authority in the Province of Ontario in connection with COVID-19.

"**CTA**" means the *Corporations Tax Act* (Ontario).

"**Current Assets**" means the aggregate sum of, Accounts Receivable, plus unbilled revenue, Taxes receivable, Inventories and Current Prepaid Amounts.

"**Current Liabilities**" means the aggregate sum of (a) accounts payable and accrued liabilities, owing or accruing due, and all other amounts owed that are payable within one year of the Closing Date, (b) all liabilities for Taxes, including all Taxes required to withheld and remitted to an applicable Governmental Authority in respect of any period ending prior to the Closing Date which have not been remitted, and (c) current amounts due to Affiliates.

"**Current Prepaid Amounts**" means the aggregate sum of all current prepaid expenses, other current assets of ongoing benefit and deposits, including all current prepaid Taxes, all current prepaid charges for water, gas, oil, hydro and other utilities, the current portion of all current prepaid lease payments and prepaid insurance premiums.

"**Customer Contract**" means an individual Contract in respect of which:

(a) Energy Plus Solutions is a party (excluding any Contracts between Energy Plus Solutions and any of its Affiliates) which Contract generates gross revenue for Energy Plus Solutions in excess of $250,000 per year;

(b) GRE is a party (excluding any Contracts between GRE and any of its Affiliates) which Contract generates gross revenue for GRE in excess of $750,000 per year; and

(c) BHI is a party (excluding any Contracts between BHI and any of its Affiliates) which Contract generates gross revenue for BHI in excess of $250,000 per year.

"**Data Room**" means the virtual data room as at the date of this Agreement managed by Grant Thornton LLP to which each Party obliged to provide documents or information for due diligence purposes has posted the same and to which each Party relying thereupon has access.

"**Direct Claim**" is defined in Section 8.6.

"**EA**" means the *Electricity Act, 1998* (Ontario).

"**Easements**" means all of the following real property interests: (a) all easements and rights of way, registered and unregistered; (b) the right to use, traverse, enjoy or have access to, over, in or under any real property, whether public or private; and (c) all permits, licences and permissions received, used or enjoyed in respect of any of the foregoing and any right or benefit in the nature or character of any of the foregoing.

"**Electronic Address**" has the meaning ascribed thereto in CASL;

"**Electronic Message**" has the meaning ascribed thereto in CASL;

"**Employee Benefits**" means:

(a) bonuses, vacation entitlements, commissions, fees, stock option plans, incentive plans, deferred compensation plans, profit-sharing plans, severance plans, termination pay plans, supplementary employment insurance plans and other similar benefits, plans or arrangements; and

(b) insurance, health, welfare, disability, pension, retirement, hospitalization, medical, prescription drug, dental, eye care and other similar benefits, plans or arrangements.

"**Encumbrance**" means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.

"**Energy+**" is defined in the preamble to this Agreement

"**Energy+ Financial Statements**" means the audited balance sheet and audited and statement of income of Energy+ for the financial year ended December 31, 2020 including notes to the financial statements.

"**Energy Plus Business**" (a) in the case of Energy Plus Holdings, the business of serving as a holding company for all of the issued and outstanding shares in the capital of Energy+ and Energy Plus Solutions, (b) in the case of Energy+, the business of distributing electricity to third parties within the geographic boundaries as permitted by its OEB distribution license and related services and activities, and (c) in the case of Energy Plus Solutions, streetlight maintenance, business development activities and holding securities in the capital of GRE.

"**Energy Plus Closing Financial Statements**" is defined in Section 2.4(b).

"**Energy Plus Disclosure Schedule**" is defined in Article 5.

"**Energy Plus Failure**" is defined in Section 8.3(a).

"**Energy Plus Group**" means Energy Plus Holdings, Energy+ and Energy Plus Solutions.

"**Energy Plus Group Adjustment Amount**" is defined in Section 2.5(b).

"**Energy Plus Group Employees**" means all personnel employed, engaged or retained by the Energy Plus Group in connection with the Energy Plus Business, including any that are on medical or long-term disability leave, or other statutory or authorized leave or absence, but excluding independent contractors.

"**Energy Plus Group Systems**" means all computer software, and computer hardware, servers, networks, platforms, peripherals, data communication lines and other information technology equipment and related systems that are owned or used by each member of the Energy Plus Group in the conduct of the Energy Plus Business.

"**Energy Plus Group Valuation Amount**" means the numerical value set forth in cell D10 of the spreadsheet entitled "Closing Adjustment Calc" within the excel file named "Final Financial Model – Project Phoenix_August 13, 2021" prepared by Grant Thornton LLP.

"**Energy Plus Holdings**" is defined in the preamble to this Agreement.

"**Energy Plus Holdings Financial Statements**" means the audited, consolidated balance sheet and audited, consolidated statement of income of Energy Plus Holdings for the financial year ended December 31, 2020 including notes to the financial statements.

"**Energy Plus Shareholder Agreement**" means the shareholders agreement dated January 1, 2000 between Cambridge, North Dumfries and Energy Plus Holdings in respect of Energy Plus Holdings, as amended.

"**Energy Plus Solutions Financial Statements**" means the audited balance sheet and audited statement of income of Energy Plus Solutions for the financial year ended December 31, 2020 including notes to the financial statements.

"**Enersure Business**" means the business of renting heating, ventilation, and air conditioning systems, water softeners, water heaters, furnaces, and central air conditioning systems.

"**Environment**" means the ambient air, all layers of the atmosphere, all water including surface water and underground water, all land, all living organisms and the interacting natural systems that include components of air, land, water, living organisms and organic and inorganic matter, and includes indoor spaces.

"**Environmental Laws**" means any Laws relating to the Environment and protection of the Environment, the regulation of chemical substances or products, health and safety including occupational health and safety, and the transportation of dangerous goods.

"**ETA**" means Part IX of the *Excise Tax Act* (Canada).

"**Excluded Assets**" means the real property owned by BPI located at the municipal address designated as 130 Savannah Oaks Drive, Brantford, Ontario, N3V 1E8 and 37 Empey Street, Brantford, Ontario N3S 7R2, respectively.

"**Excluded Debt**" means the indebtedness and liabilities for borrowed money, whether contingent, unmatured or otherwise, owed by BPI to Ontario Infrastructure and Lands Corporation pursuant to financing agreement No. 7079 dated December 3, 2007, financing agreement No. 9027 dated November 18, 2009, as amended by amending agreements dated November 16, 2010 and April 20, 2017, respectively, and financing agreement No. 11070

dated November 6, 2012, as amended by amending agreements dated April 20, 2017 and May 28, 2019, respectively.

"**Expert**" is defined in Section 2.4(j).

"**Fixed Assets**" means the aggregate sum of property, plant and equipment, net of deferred revenues. Property, plant and equipment includes, but is not limited to furniture, furnishings, parts, tools, personal property fixtures, plants, land, buildings, transformer stations and equipment, right of use assets, finance lease receivables, intangible assets, structures, erections, improvements, appurtenances, machinery, equipment, substations, transformers, vaults, vehicles, distribution lines, transmission lines, conduits, ducts, pipes, wires, rods, cables, fibre optic network and electronics, water heater units, water treatment systems, devices, appliances, material, poles, pipelines, fittings, major spare parts, and any other similar or related item, including work-in-progress, but excluding the Excluded Assets.

"**Governmental Authority**" means:

(a) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and

(b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

"**GRE**" means Grand River Energy Solutions Corporation, a corporation incorporated under the laws of the Province of Ontario.

"**GRE Financial Statements**" means the audited balance sheet and audited statement of income of GRE for the financial year ended December 31, 2020 including notes to the financial statements.

"**Hazardous Substance**" means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, solid or liquid waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination, regulated by any Environmental Laws.

"**Holdco Amalgamation**" is defined in Section 2.1(a).

"**IESO**" means the Independent Electricity System Operator.

"**IESO Settlement Amount**" means the value of any settlement, judicial decision, or arbitral award issued in favour of Energy+ in respect of the dispute between Energy+ and the IESO as described on the Energy Plus Disclosure Schedule;

"**IFRS**" means the International Financial Reporting Standards in effect from time to time, which include standards and interpretations adopted by the Canadian Accounting Standards Board.

"**Indemnified Party**" is defined in Section 8.3.

"**Indemnifying Party**" is defined in Section 8.3.

"**Indemnity Claim**" is defined in Section 8.6.

"**Indemnity Notice**" is defined in Section 8.6.

"**Insurance Policies**" means, as applicable, the insurance policies maintained with respect to the Energy Plus Business and/or the BEC Business.

"**Intellectual Property**" means trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights.

"**Inventories**" means the aggregate of all parts and supplies recorded as inventory on the audited financial statements excluding work-in-progress or other spare parts and supplies that have otherwise been capitalized as part of Fixed Assets.

"**ITA**" means the *Income Tax Act* (Canada).

"**Knowledge of Brantford**" means the knowledge that Brantford either has, or would have obtained, after having made or caused to be made all reasonable inquiries necessary to obtain informed knowledge, including inquiries of the records and management employees of Brantford or management of BEC Group who are reasonably likely to have knowledge of the relevant matter.

"**Knowledge of Cambridge and North Dumfries**" means the knowledge that Cambridge or Energy+ either has, or would have obtained, after having made or caused to be made all reasonable inquiries necessary to obtain informed knowledge, including inquiries of the records and management employees of Cambridge and North Dumfries or management of the Energy Plus Group who are reasonably likely to have knowledge of the relevant matter.

"**Law**" or "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any

Governmental Authority, and the term "applicable" with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or Securities, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or Securities, including COVID-19 Legislation and Emergency Orders.

"**LDC Amalco**" is defined in Section 2.2.

"**LDC Amalgamation**" is defined in Section 2.2.

"**Leased Premises**" means all of the lands and premises which are leased by any member of the BEC Group, as applicable or by any member of the Energy Plus Group, as applicable.

"**Loss**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, punitive damages, fines, penalties and reasonable professional fees and disbursements.

"**Make-Whole Payment**" means the amount of any break-fee and/or make whole payment that may be payable to Infrastructure Ontario and Lands Corporation by BPI in connection with repayment of the Excluded Debt.

"**Material Adverse Effect**" means a material adverse effect on the Energy Plus Business or the BEC Business, taken as a whole, or the operations, assets, liabilities, capital, property, condition (financial or otherwise) or results of operation of the Energy Plus Group or the BEC Group, all taken as a whole, excluding any effects of COVID-19 and/or COVID-19 Legislation and Emergency Orders.

"**Material Contract**" means a Contract in respect of the Energy Plus Business or the BEC Business, as applicable:

(a) that involves or may result in the payment of money or money's worth in an amount in excess of $250,000 (excluding any collective bargaining agreements or employment agreements), including any Customer Contracts; or

(b) the termination of which, or under which the loss of rights, would constitute a Material Adverse Effect.

"**MOU**" is defined in the recitals of the Parties above.

"**MTS Property**" means the real property owned by Energy+ described in the Energy Plus Disclosure Schedule as LRO 58 - PIN 22740-0164 LT – Block 3, Plan 58M663; together with an easement as in 1350771; subject to an easement as in WR1276173; subject to an easement for entry as in WR1291080; City of Cambridge.

"**Net Adjustment Amount**" means the numerical value set forth in cell F29 of the spreadsheet entitled "Closing Adjustment Calc" within the excel file named "Final Financial Model – Project Phoenix_August 13, 2021" prepared by Grant Thornton LLP.

"**NetOptiks Business**" means BHI's business of the provision of high-speed, high bandwidth telecommunications services to businesses, institutions and organizations, primarily in and around Brantford, by means of the installation operation and maintenance of a high-speed, digital, community-wide fibre-optic network, such services including:

(a) Wholesale and Retail Business Internet Services;

(b) Point to Point Transparent LAN Services (TLS);

(c) Point to Multi-point Connectivity;

(d) Wide Area Network Design;

(e) Videoconferencing;

(f) Voice Over IP;

(g) Corporate domain, web, e-mail and e-commerce hosting services; and

(h) Offsite data storage services.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**OEB**" means the Ontario Energy Board.

"**OEB Act**" means the Ontario Energy Board Act, 1998.

"**OEB Approval**" means the approval of the OEB pursuant to section 86(1)(c) of the OEB Act in respect of the LDC Amalgamation.

"**OMERS**" means the Ontario Municipal Employees Retirement System.

"**Owned Lands**" means all of the lands and premises which are owned by any member of the BEC Group, as applicable or by any member of the Energy Plus Group, as applicable.

"**Parties**" means Brantford, BEC, BHI, BPI, Cambridge, North Dumfries, Energy Plus Holdings, Energy+ and Energy Plus Solutions and "**Party**" means any one of them.

"**PCBs**" is defined in Section 4.24(k).

"**Permits**" means the authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to the Intellectual Property) issued or granted by any Governmental Authority to any member of the BEC Group or Energy Plus Group, as applicable.

"**Permitted Encumbrances**" means:

(a) unregistered liens for municipal Taxes, assessments or similar charges incurred in the ordinary course of business that are not yet due and payable;

(b) inchoate mechanic's, construction and carrier's liens and other similar liens arising by operation of law or statute in the ordinary course business for obligations which are not delinquent and will be paid or discharged in the ordinary course of business;

(c) unregistered Encumbrances of any nature claimed or held by Her Majesty The Queen in Right of Canada, Her Majesty The Queen in right of the Province of Ontario or by any Governmental Authority under any applicable Law, except for unregistered liens for unpaid realty Taxes, assessments and public utilities;

(d) title defects which are of a minor nature and in the aggregate, do not materially impair the value or use of any of the Owned Lands;

(e) any right of expropriation conferred upon, reserved to or vested in Her Majesty The Queen in Right of Canada, Her Majesty The Queen in right of the Province of Ontario or any Governmental Authority under any applicable Law;

(f) zoning restrictions, easements and rights of way or other similar Encumbrances or privileges in respect of real property which in the aggregate, do not materially impair the value or use of any of the Owned Lands, Leased Premises or Easements;

(g) Encumbrances created by others upon other lands over which there are easements, rights-of-way, licences or other rights of user in favour of the Owned Lands, Leased Premises or Easements and which do not materially impede the use of the easements, rights-of-way, licences or other rights of user for the purposes for which they are held;

(h) the reservations, limitations, provisos, conditions, restrictions and exceptions in the letters patent or grant, as the case may be, from the Crown and statutory exceptions to title; and

(i) those instruments registered on title to the Owned Lands or against the leasehold interest in the Leased Premises and described in the Brantford Disclosure Schedule or the Energy Plus Disclosure Schedule.

"Person" will be broadly interpreted and includes:

(a) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or

(b) legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

(c) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

(d) a Governmental Authority.

"**Personal Information**" means information about an individual who can be identified by the Person who holds that information.

"**PILs**" means payment in lieu of corporate taxes required to be made under section 93 of the EA.

"**Prime Rate**" means the annual rate of interest which the Amalco Holdco's bank establishes as the reference rate for the determination of interest rates it will charge for loans of varying maturities in Canadian dollars, and which it may refer to as its "prime rate" or "prime lending rate".

"**Privacy Laws**" means Laws relating to the privacy rights of individuals and/or the collection, use, disclosure and safeguarding of information about an identifiable individual including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any similar law of any jurisdiction, including without limitation, any province or territory of Canada, all findings and/or orders reached by any Governmental Authority, as well as privacy policies and privacy statements adopted and/or published by each member of the BEC Group and the Energy Plus Group, as applicable, together with all codes of conduct and/or standards to which each member of the BEC Group and the Energy Plus Group is subject or voluntarily agrees to be bound.

"**Privacy Statements**" means, collectively, any and all of privacy policies of each member of the BEC Group or the Energy Plus Group made available to Brantford, Cambridge and North Dumfries, as applicable, regarding the collection, retention, use, disclosure and distribution of the personal information of individuals.

"**Real Property Leases**" means the leases between any member of the BEC Group, as applicable, or between any member of the Energy Plus Group, as applicable, and each landlord party thereto, and all amendments to those leases, relating to the leasing of Leased Premises.

"**Release**" means to release, spill, leak, pump, pour, emit, empty, discharge, deposit, inject, leach, dispose, dump or permit to escape.

"**Remedial Order**" means any remedial order, including any notice of non-compliance, order, other complaint, direction or sanction issued, filed or imposed by any Governmental Authority pursuant to Environmental Laws, with respect to the existence of Hazardous Substances on, in or under Owned Lands or Leased Premises, or neighbouring or adjoining properties, or the Release of any Hazardous Substance from, at or on the Owned Lands or Leased Premises or with respect to any failure or neglect to comply with Environmental Laws.

"**Representatives**" means the Affiliates of any Person, and the advisors, agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, lenders and lawyers of any Person and of that Person's Affiliates.

"**Securities**" has the meaning given to that term in the *Securities Act* (Ontario).

"**Shared Services Agreement**" means the Shared Services Agreement between Brantford and BPI dated January 1, 2017.

"**Shareholders Agreement**" means the unanimous shareholders agreement for Amalco Holdco to be entered into and effective on Closing and that will be substantially in the form attached as Exhibit A.

"Special Shares" means the Class A Special Shares, the Class B Special Shares, Class C Special Shares and Class D Special Shares, as the case may be.

"**Subsidiary**" means subsidiary within the meaning of the OBCA.

"**TA**" means the *Taxation Act, 2007* (Ontario).

"**Tallgrass Property**" means the real property of approximately 3.956 acres owned by BPI described as being located at the municipal address of 29 Tallgrass Court and depicted in the Brantford Disclosure Schedule, which, for clarity, excludes the real property described at the municipal address of 130 Savannah Oaks Dr. and 150 Savannah Oaks Dr., respectively.

"**Tax**" means PILs, Transfer Tax, and all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect (including all income, capital gains, excise, use, property, capital, goods and services, business transfer and value added taxes, all customs and import duties, workers' compensation premiums, Canada Pension Plan premiums, Employment Insurance premiums, and debt retirement charges pursuant to Part V.1 of the EA and special payments pursuant to Part VI of the EA), together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority.

"**Tax Return**" means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of those documents or materials listed above in this definition, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes, including those required pursuant to Parts V.1 and VI of the EA.

"**Third Party Claim**" is defined in Section 8.6.

"**Total Debt**" means for each member of the BEC Group or the Energy Plus Group, as applicable, the aggregate amount of all long and short term interest-bearing liabilities for borrowed money and long and short term amounts owing to related parties, including without limitation amounts for bank debt, short-term debt, current portion of long-term borrowings, long-term borrowings, short-term and long-term portion of capital leases, the short-term and long-term portion of lease liabilities, employee future benefit liabilities, related party loans and notes payable.

"**Transfer Tax**" means the tax payable pursuant to section 94 of the EA.

1.2 Certain Rules of Interpretation

(a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

(b) The division of this Agreement into Articles and Sections, the insertion of headings and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(c) References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless otherwise specified.

(d) Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

(e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the Laws of the Province of Ontario and the Laws of Canada applicable in that Province.

1.4 Entire Agreement

This Agreement and any other agreements and documents to be delivered pursuant to this Agreement constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, the MOU, understandings, negotiations and discussions, whether oral or written, of the Parties, but other than the provisions of the

Confidentiality Agreement, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement, the Confidentiality Agreement or in any of the other agreements and documents delivered pursuant to this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in any of the other agreements and documents delivered pursuant to this Agreement.

1.5 Schedules and Exhibits

The following is a list of Schedules and Exhibits attached to and forming an integral part of this Agreement:

Schedules	
Schedule A	Brantford Disclosure Schedule
Schedule B	Energy Plus Disclosure Schedule
Schedule C	Share Capital Provisions
Schedule D	Illustrative Examples of the Calculations of the BEC Group Adjustment Amount and The Energy Plus Group Adjustment Amount
Schedule E	Location of Amalco Holdco Facilities & Functions
Exhibits	
Exhibit A	Amalco Holdco Shareholder Agreement
Exhibit B	Amended and Restated Shared Services and Obligations Agreement

ARTICLE 2
AMALGAMATIONS

2.1 Holdco Amalgamation

(a) Subject to and conditional upon the terms and conditions of this Agreement, the Parties agree that BEC and Energy Plus Holdings shall amalgamate on the Closing Date (the "**Holdco Amalgamation**") and continue as a corporation amalgamated under the laws of Ontario (and such amalgamated corporation is referred to herein as "**Amalco Holdco**").

(b) Amalco Holdco will issue the following fully paid and non-assessable Common Shares and Special Shares in the capital of Amalco Holdco upon completion of the Holdco Amalgamation in accordance with the terms of the Amalgamation Agreement:

Party	Amalco Holdco	Equity & Voting Percentage Interest
Brantford	41,000,000 Common Shares 1 Class B Special Shares 1 Class D Special Shares	41.000%
Cambridge	54,339,000 Common Shares 921 Class A Special Shares 921 Class C Special Shares	54.339%
North Dumfries	4,661,000 Common Shares 79 Class A Special Shares 79 Class C Special Shares	4.661%

(c) The Common Shares and Special Shares shall contain the respective rights, privileges, restrictions and conditions set out in Schedule C.

2.2 LDC Amalgamation

As soon as practicable after the Holdco Amalgamation and subject to and conditional upon the terms and conditions of this Agreement, BPI and Energy+ shall amalgamate with each other on the Closing Date (the "**LDC Amalgamation**") and continue as a corporation amalgamated under the laws of Ontario (and such amalgamated corporation is referred to herein as "**LDC Amalco**"), and shall file articles of amalgamation giving effect to the in accordance with the OBCA.

2.3 Target Closing Amounts

(a) Before Closing, BEC shall take reasonable steps to ensure that on Closing it has BEC Holdco Closing Net Asset Value equal to BEC Holdco Target Closing Net Asset Value.

(b) Before Closing, BPI shall take reasonable steps to ensure that on Closing it has:

(i) BPI Closing Working Capital equal to BPI Target Closing Working Capital;

(ii) BPI Closing Net Fixed Assets equal to BPI Target Closing Net Fixed Assets;

(iii) BPI Closing Net Regulatory Balance equal to BPI Target Closing Net Regulatory Balance;

(iv) BPI Closing Net Other Assets and Liabilities equal to BPI Target Closing Net Other Assets and Liabilities; and

(v) BPI Closing Total Net Debt equal to BPI Target Closing Total Net Debt.

(c) Before Closing, BHI shall take reasonable steps to ensure that on Closing it has BHI Adjusted Closing Net Income/(Loss) excluding Other Comprehensive Income/(Loss) equal to BHI Target Closing Adjusted Net Income/(Loss) excluding Other Comprehensive Income/(Loss).

(d) Before Closing, Energy Plus Holdings shall take reasonable steps to ensure that on Closing it has Energy Plus Holdings Closing Net Asset Value equal to Energy Plus Holdings Target Closing Net Asset Value.

(e) Before Closing, Energy+ shall take reasonable steps to ensure that on Closing it has:

(i) Energy+ Closing Working Capital equal to Energy+ Target Closing Working Capital;

(ii) Energy+ Closing Net Fixed Assets equal to Energy+ Target Closing Net Fixed Assets;

(iii) Energy+ Closing Net Regulatory Balance equal to Energy+ Target Closing Net Regulatory Balance;

(iv) Energy+ Closing Net Other Assets and Liabilities equal to Energy+ Target Closing Net Other Assets and Liabilities; and

(v) Energy+ Closing Total Net Debt equal to Energy+ Target Closing Total Net Debt.

(f) Before Closing, Energy Plus Solutions shall take reasonable steps to ensure that on Closing it has:

(i) Energy Plus Solutions Closing Net Asset Value equal to Energy Plus Solutions Target Closing Net Asset Value; and

(ii) GRE Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss) equal to the GRE Target Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss).

2.4 Closing Financial Statements, Contracts Valuation and Brantford Real Property Valuation

(a) Brantford shall cause the auditors for the BEC Group to complete the audit procedures and distribute to Brantford, Cambridge and North Dumfries the audited financial statements for each member of the BEC Group as at the end of business

on the day immediately prior to the Closing Date (including the audited financial statements of BEC on a consolidated basis) within 120 days following the Closing Date (collectively the "**Brantford Closing Financial Statements**").

(b) Cambridge and North Dumfries shall cause the auditors for the Energy Plus Group to complete the audit procedures and distribute to Cambridge, North Dumfries and Brantford the audited financial statements for each member of the Energy Plus Group as at the end of business on the day immediately prior to the Closing Date (including the audited financial statements of Energy Plus Holdings on a consolidated basis) within 120 days following the Closing Date (collectively the "**Energy Plus Closing Financial Statements**").

(c) Brantford, Cambridge and North Dumfries shall cause a valuation by a Chartered Business Valuator (to be agreed between BEC and Energy Plus Holdings prior to the Closing Date) utilizing a discounted cash flow analysis method of the following:

(i) each new Customer Contract entered into and not terminated by a member of the BEC Group (excluding BPI) or by a member of the Energy Plus Group (including GRE but excluding Energy+) during the period from and including the date of this Agreement to and including the Closing Date,

(ii) any amendment with revenue in excess of $250,000 or $750,000 per year, as applicable, to any new or existing Customer Contract to which a member of the BEC Group (excluding BPI) or the Energy Plus Group (including GRE but excluding Energy+) is a party made during the period from and including the date of this Agreement to and including the Closing Date existing at the date hereof; and

(iii) each Customer Contract that may be terminated by a member of the BEC Group (excluding BPI) or by a member of the Energy Plus Group (including GRE but excluding Energy+) or by a counterparty to any such Material Contract during the period from and including the date of this Agreement to and including the Closing Date,

(each such valuation by Brantford, on the one hand, and Cambridge and North Dumfries, on the other hand, a "**Customer Contracts Valuation**").

(d) Brantford shall engage an independent, accredited appraiser acceptable to Cambridge and North Dumfries, each acting reasonably, to determine the fair market value of the Tallgrass Property within 60 days prior to the Closing Date (the "**Tallgrass Appraisal**").

(e) Cambridge and North Dumfries shall engage an independent, accredited appraiser acceptable to Brantford, acting reasonably, to determine the fair market value of the MTS Property within 60 days prior to the Closing Date (the "**MTS Appraisal**").

(f) All Closing Financial Statements shall be prepared in accordance with IFRS applied on a basis consistent with the preparation of the BEC Financial Statements, the BPI

Financial Statements, BHI Financial Statements, the Energy Plus Holdings Financial Statements, Energy+ Financial Statements and the Energy Plus Solutions Financial Statements, as applicable. The Closing Financial Statements shall be accompanied by a report thereon by such auditors. For the purposes of preparing and reviewing the applicable Closing Financial Statements, each Party shall grant such auditors and the other authorized Representatives of the other Parties reasonable access to all relevant records, facilities and personnel in its possession or within its control. Brantford will pay all costs and expenses in connection with the preparation of the Brantford Closing Financial Statements in respect of the BEC Group and Cambridge and North Dumfries shall pay all costs and expenses in connection with the preparation of the Energy Plus Closing Financial Statements for the Energy Plus Group.

(g) Brantford shall have a period of 30 days from the date it receives the Energy Plus Closing Financial Statements, the reports of the auditor thereon and the Customer Contracts Valuation in respect of each applicable member of the Energy Plus Group and the MTS Appraisal during which to review such Energy Plus Closing Financial Statements and the Customer Contracts Valuation in respect of each applicable member of the Energy Plus Group and the MTS Appraisal. For the purpose of such review, Brantford and each member of the BEC Group and their authorized Representatives shall be given full access by Cambridge, North Dumfries and each member of the Energy Plus Group to examine the working papers, schedules and other documentation used or prepared by the auditors to the Energy Plus Group or Chartered Business Valuator or appraiser in respect of the MTS Appraisal, as applicable. If no written objection to such Energy Plus Closing Financial Statements or Customer Contracts Valuation in respect of each applicable member of the Energy Plus Group or the MTS Appraisal is given to Cambridge and North Dumfries by Brantford within such 30-day period, such Energy Plus Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the Energy Plus Group and the MTS Appraisal shall be deemed to have been approved by Brantford as of the last day of such 30-day period.

(h) Cambridge and North Dumfries shall have a period of 30 days from the date they receive the Brantford Closing Financial Statements, the reports of the auditor thereon, the Customer Contracts Valuation in respect of each applicable member of the BEC Group and the Tallgrass Appraisal during which to review such Brantford Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the BEC Group and the Tallgrass Appraisal. For the purpose of such review, Cambridge and North Dumfries and each member of the Energy Plus Group and their authorized Representatives shall be given full access by Brantford and each member of the BEC Group to examine the working papers, schedules and other documentation used or prepared by the auditors to the Energy Plus Group, Chartered Business Valuator or appraiser in respect of the Tallgrass Appraisal, as applicable. If no written objection to such Energy Plus Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the BEC Group or Tallgrass Appraisal is given to Brantford

by Cambridge and North Dumfries within such 30-day period, such Brantford Closing Financial Statements, the Customer Contracts Valuation in respect of each applicable member of the BEC Group and the Tallgrass Appraisal shall be deemed to have been approved by Cambridge and North Dumfries as of the last day of such 30-day period.

(i) Brantford may object to the Energy Plus Closing Financial Statements, the Customer Contracts Valuation in respect of any applicable member of the Energy Plus Group and/or the MTS Appraisal within the 30-day period set out in Section 2.4(h) by giving written notice to Cambridge and North Dumfries setting out in reasonable detail the nature of such objection (a "**Brantford Objection**"). Cambridge and North Dumfries (acting jointly) may object to the Brantford Closing Financial Statements, the Customer Contracts Valuation in respect of the applicable member of the BEC Group and/or the Tallgrass Appraisal within the 30-day period set out in Section 2.4(h) by giving written notice to Brantford setting out in reasonable detail the nature of such objection (a "**Cambridge and North Dumfries Objection**"). Brantford, Cambridge and North Dumfries (acting jointly) agree to attempt to resolve the matters in dispute set out in a Brantford Objection and/or Cambridge and North Dumfries Objection within 15 days from the date on which such notice is given. If all matters in dispute are resolved by Brantford, Cambridge and North Dumfries, the applicable Closing Financial Statements(s), Customer Contracts Valuation, Tallgrass Appraisal and/or MTS Appraisal, as applicable, shall be modified to the extent required to give effect to such resolution and shall be deemed to have been approved as of the date of such resolution.

(j) If Brantford and Cambridge and North Dumfries (acting jointly) cannot resolve all matters in dispute in a Brantford Objection and/or Cambridge and North Dumfries Objection a within such 15-day period, all unresolved matters shall be submitted to a mutually agreed, independent, nationally recognized accounting firm (the "**Expert**") for resolution. The Expert shall be given access to all materials and information reasonably requested by it for such purpose. The rules and procedures to be followed in connection therewith shall be determined by the Expert in its discretion but the Expert shall be instructed to proceed as quickly as possible. Notwithstanding the foregoing, the final determination of the Expert shall be limited to the strict parameters of the dispute submitted to it and the Expert shall limit its review to the matters specifically set out in the Brantford Objection and/or Cambridge and North Dumfries Objection and shall not assign a value to any item that is higher than the highest value for such item or lower than the lowest value for such item claimed by any Party. The Expert's determination of all such matters shall be final and binding on all Parties and shall not be subject to appeal by Brantford, Cambridge, North Dumfries or any other Party. The fees and expenses of the Expert shall be borne by Amalco Holdco. The applicable Closing Financial Statements, Customer Contracts Valuation in respect the applicable member(s) of the BEC Group and/or Energy Plus Group, MTS Appraisal and/or Tallgrass Appraisal shall be modified to the extent required to give effect to the Expert's determination and shall be deemed to have been approved as of the date of such determination.

2.5 Calculation of Adjustments

(a) Upon the approval or deemed approval pursuant to Section 2.4 of the Closing Financial Statements for each member of the BEC Group,

(i) BEC shall calculate the sum of:

(A) the BEC Holdco Closing Net Asset Value ***less*** the BEC Holdco Target Closing Net Asset Value (which sum may be positive or negative),

(ii) BPI shall calculate the sum of:

(A) the BPI Closing Working Capital ***less*** the BPI Target Closing Working Capital (which sum may be positive or negative), ***plus***

(B) the BPI Closing Net Fixed Assets ***less*** the BPI Target Closing Net Fixed Assets (which sum may be positive or negative), ***plus***

(C) the BPI Closing Net Regulatory Balance ***less*** the BPI Target Closing Net Regulatory Balance (which sum may be positive or negative), ***plus***

(D) the BPI Closing Net Other Assets and Liabilities ***less*** the BPI Target Closing Net Other Assets and Liabilities; ***plus***

(E) the BPI Closing Total Net Debt ***less*** the BPI Target Closing Total Net Debt (which sum may be positive or negative); ***plus***

(F) the value of the Tallgrass Appraisal; ***plus***

(G) the amount of the Make-Whole Payment ***less*** the amount of any income Tax savings on account of the repayment of the Make-Whole Payment,

(iii) BHI shall calculate the sum of:

(A) the BHI Adjusted Closing Net Income/(Loss) excluding Other Comprehensive Income/(Loss) for calendar 2021 and the period to the Closing Date ***less*** the BHI Target Closing Adjusted Net Income/(Loss) excluding Other Comprehensive Income/(Loss) (which sum may be positive or negative), ***less***

(B) the BHI dividends paid during fiscal 2021 and the period to the Closing Date less the budgeted BHI dividends of $400,000 (which sum may be positive or negative), ***plus***

(C) the value of any Customer Contracts Valuation to which BHI is a party pursuant to the applicable Customer Contracts Valuation (which sum may be positive or negative);

(the sum of all the amounts referred to in this Section 2.5(a) as the "**BEC Group Adjustment Amount**").

(b) Upon the approval or deemed approval pursuant to Section 2.4 of the Closing Financial Statements for each member of the Energy Plus Group,

(i) Energy Plus Holdings shall calculate the sum of:

(A) the Energy Plus Holdings Closing Net Asset Value ***less*** the Energy Plus Holdings Target Closing Net Asset Value (which sum may be positive or negative).

(ii) Energy+ shall calculate the sum of:

(A) the Energy+ Closing Working Capital ***less*** the Energy+ Target Closing Working Capital (which sum may be positive or negative), ***plus***

(B) the Energy+ Closing Net Fixed Assets ***less*** the Energy+ Target Closing Net Fixed Assets (which sum may be positive or negative), ***plus***

(C) the Energy+ Closing Net Regulatory Balance ***less*** the Energy+ Target Closing Net Regulatory Balance (which sum may be positive or negative), ***plus***

(D) the Energy+ Closing Net Other Assets and Liabilities ***less*** the Energy+ Target Closing Net Other Assets and Liabilities; ***plus***

(E) the Energy+ Closing Total Net Debt ***less*** the Energy+ Target Closing Total Net Debt (which sum may be positive or negative), ***plus***

(F) the value of the MTS Appraisal,

(iii) Energy Plus Solutions shall calculate the sum of:

(A) the Energy Plus Solutions Closing Net Asset Value ***less*** the Energy Plus Solutions Target Closing Net Asset Value (which sum may be positive or negative), ***plus***

(B) the value of any Customer Contracts Valuation to which Energy Plus Solutions or GRE is a party pursuant to the applicable

Customer Contracts Valuation (which sum may be positive or negative); ***plus***

(C) the GRE Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss) ***less*** the GRE Target Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss) (which sum may be positive or negative).

(the sum of all the amounts referred to in this Section 2.5(b) as the "**Energy Plus Group Adjustment Amount**").

(c) For the purposes of this Article 2:

(i) "**BEC Holdco Closing Net Asset Value**" means the sum of (i) total non-consolidated shareholder's equity; (ii) less the intercompany debt owing from subsidiaries; and (iii) less investments in subsidiaries as at the Closing Date;

(ii) "**BEC Holdco Target Closing Net Asset Value**" means $177,000;

(iii) "**BHI Adjusted Closing Net Income/(Loss) excluding Other Comprehensive Income/(Loss)**" means the Net Income/(Loss) excluding Other Comprehensive Income/(Loss) as determined in accordance with IFRS consistently applied, and as shown on the BHI Financial Statements for the fiscal year ended December 31, 2021 plus the fiscal period up to the Closing Date;

(iv) "**BHI Target Closing Adjusted Net Income/(Loss) excluding Other Comprehensive Income/(Loss)**" means $451,000;

(v) "**BPI Closing Net Fixed Assets**" means the value of the Fixed Assets as defined and based on the applicable Brantford Closing Financial Statements, excluding the Excluded Assets;

(vi) "**BPI Closing Net Other Assets and Liabilities**" means any current or long term assets or liabilities not included within the BPI Closing Working Capital, BPI Closing Net Fixed Assets, BPI Closing Net Regulatory Balance or BPI Closing Total Net Debt. For greater certainty, other assets and liabilities will: (a) include current and long-term customer deposits payable, and (b) exclude the Excluded Debt, the Excluded Assets and any derivative assets or liabilities, net of any associated deferred tax; all as determined in accordance with IFRS, consistently applied and based on the applicable Brantford Closing Financial Statements;

(vii) "**BPI Closing Net Regulatory Balance**" means the asset regulatory balances net of deferred tax component, if any, ***less*** liability regulatory balances net of deferred tax component, if any, in each case as determined in accordance with IFRS, consistently applied and as shown on the

applicable Brantford Closing Financial Statements, excluding the BPI COVID-19 Deferral and Variance Amount if the whole or any portion of such BPI COVID-19 Deferral and Variance Amount is not approved by the OEB for recovery by BPI prior to the Closing Date;

(viii) "**BPI Closing Total Net Debt**" means the sum of the Total Debt of BPI, cash and cash equivalents and net deferred tax assets (excluding the deferred tax asset relating to the derivative liability) or liabilities in each case based on the applicable Brantford Closing Financial Statements;

(ix) "**BPI Closing Working Capital**" means the sum of the Current Assets of BPI ***less*** the Current Liabilities of BPI, in each case as determined in accordance with IFRS, consistently applied and as shown on the applicable Brantford Closing Financial Statements;

(x) "**BPI COVID-19 Deferral and Variance Amount**" means the deferral and variance amounts claimed by BPI for recovery on account of the costs and expenses incurred by it related to COVID-19;

(xi) "**BPI Target Closing Net Fixed Assets**" means $96,384,000;

(xii) "**BPI Target Closing Net Other Assets and Liabilities**" means ($2,369,000);

(xiii) "**BPI Target Closing Net Regulatory Balance**" means ($941,000);

(xiv) "**BPI Target Closing Total Net Debt**" means ($27,950,000);

(xv) "**BPI Target Closing Working Capital**" means $7,176,000;

(xvi) "**Brantford Objection**" is defined in Section 2.4(i).

(xvii) "**Cambridge and North Dumfries Objection**" is defined in Section 2.4(i).

(xviii) "**Customer Contracts Valuation**" is defined in Section 2.4(c).

(xix) "**Energy Plus Holdings Closing Net Asset Value**" means the sum of (i) total non-consolidated shareholder's equity; (ii) less the intercompany debt owing from Energy Plus Solutions; and (iii) less investments in subsidiaries as at the Closing Date;

(xx) "**Energy Plus Holdings Target Closing Net Asset Value**" means $2,184,000;

(xxi) "**Energy Plus Solutions Closing Net Asset Value**" means the sum of (i) total shareholder's equity; (ii) plus the intercompany debt owing to Energy Plus Holdings; and (iii) less investments in Affiliates as at the Closing Date;

(xxii) "**Energy Plus Solutions Target Closing Net Asset Value**" means $56,000;

(xxiii) "**Energy+ Closing Net Fixed Assets**" means the value of the Fixed Assets as defined and as included on the applicable Energy Plus Closing Financial Statements;

(xxiv) "**Energy+ Closing Net Other Assets and Liabilities**" means any current or long term assets or liabilities not included within the Energy+ Closing Working Capital, Energy+ Closing Net Fixed Assets, Energy+ Closing Net Regulatory Balance or Energy+ Closing Total Net Debt. For greater certainty, other assets and liabilities will: (a) include current and long-term customer deposits payable, (b) include goodwill, and (c) exclude any derivative assets or liabilities, net of any associated deferred tax; all as determined in accordance with IFRS, consistently applied and based on the applicable Energy Plus Closing Financial Statements;

(xxv) "**Energy+ Closing Net Regulatory Balance**" means the asset regulatory balances net of deferred tax component, if any, ***less*** liability regulatory balances net of deferred tax component, if any, in each case as determined in accordance with IFRS, consistently applied and as shown on applicable Energy Plus Closing Financial Statements;

(xxvi) "**Energy+ Closing Total Net Debt**" means the sum of the Total Debt of Energy+, cash and cash equivalents and net deferred tax assets or liabilities, based on the applicable Energy Plus Closing Financial Statements;

(xxvii) "**Energy+ Closing Working Capital**" means the sum of the Current Assets of Energy+ ***less*** the Current Liabilities of Energy+, in each case as determined in accordance with IFRS, consistently applied and as shown on the applicable Energy Plus Closing Financial Statements;

(xxviii) "**Energy+ Target Closing Net Fixed Assets**" means $174,016,000;

(xxix) "**Energy+ Target Closing Net Other Assets and Liabilities**" means $7,290,000;

(xxx) "**Energy+ Target Closing Net Regulatory Balance**" means $6,280,000;

(xxxi) "**Energy+ Target Closing Total Net Debt**" means ($105,985,000);

(xxxii) "**Energy+ Target Closing Working Capital**" means $18,145,000;

(xxxiii) "**GRE Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss)**" means: 1/3 of the aggregate of (i) the net income/(loss) and comprehensive (loss) as determined in accordance with IFRS, consistently applied, and as shown on the GRE Financial Statements for the fiscal year ended December 31, 2021 plus the fiscal period up to the Closing Date, and

(ii) adjusted to exclude any unrealized gains or losses on derivatives for the same periods, net of any related deferred taxes; and

(xxxiv) **"GRE Target Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss)"** means ($25,000), representing one-third of the total GRE Closing Adjusted Net Income/(Loss) and Other Comprehensive Income/(Loss).

(xxxv) "**MTS Appraisal**" is defined in Section 2.4(e).

(xxxvi) "**Tallgrass Appraisal**" is defined in Section 2.4(d).

2.6 Implementation of Adjustments

(a) As soon as practicable following the final determination of the BEC Group Adjustment Amount and the Energy Plus Group Adjustment Amount:

(i) Brantford shall send a redemption notice to Amalco Holdco in accordance with the redemption terms attached to its Class B Special Shares (excluding its Class D Special Shares, the redemption of which shall be governed by Section 2.6(a)(iv)) if the BEC Group Adjustment Amount as a percentage of the BEC Group Valuation Amount is higher than the Energy Plus Group Adjustment Amount as a percentage of the Energy Plus Group Valuation Amount. Such redemption notice shall notify Amalco Holdco of Brantford's intention to redeem the Class B Special Shares it holds in Amalco Holdco. Amalco Holdco, in accordance with the redemption terms applicable to the Class B Special Shares, shall pay to Brantford, and Brantford shall be entitled to receive from Amalco Holdco, the Net Adjustment Amount. In this situation, Cambridge and North Dumfries shall each send a redemption notice to Amalco Holdco in accordance with the redemption terms applicable to the Class A Special Shares, notifying Amalco Holdco of their intention to have their Class A Special Shares redeemed for the price of $1.00, in the aggregate.

(ii) Cambridge and North Dumfries shall send a redemption notice to Amalco Holdco in accordance with the redemption terms attached to their Class A Special Shares (excluding their Class C Special Shares, the redemption of which shall be governed by Section 2.6(a)(iii)) if the Energy Plus Group Adjustment Amount as a percentage of the Energy Plus Group Valuation Amount is higher than the BEC Group Adjustment Amount as a percentage of the BEC Group Valuation Amount. Such redemption notice shall notify Amalco Holdco of Cambridge and North Dumfries' intention to redeem the Class A Special Shares each holds in Amalco Holdco. Amalco Holdco, in accordance with the redemption terms applicable to the Class A Special Shares, shall pay to Cambridge and North Dumfries, and Cambridge and North Dumfries shall be entitled to receive from Amalco Holdco, the Net Adjustment Amount. In this situation, Brantford shall send a redemption

notice to Amalco Holdco in accordance with the redemption terms applicable to the Class B Special Shares, notifying Amalco Holdco of its intention to have its Class B Special Shares redeemed for the price of $1.00, in the aggregate.

(iii) Cambridge and North Dumfries shall send a redemption notice to Amalco Holdco in accordance with the redemption terms attached to their Class C Special Shares if the IESO Settlement Amount is received by Energy+ prior to the Closing Date notifying Amalco Holdco of their intention to have its Class C Special Shares redeemed for the price of $1.00 in the aggregate. Cambridge and North Dumfries shall send a redemption notice to Amalco Holdco in accordance with the redemption terms attached to their Class C Special Shares if the IESO Settlement Amount is received by LDC Amalco at any point following the Closing Date, following which Amalco Holdco, shall in accordance with the redemption terms applicable to the Class C Special Shares, pay to Cambridge and North Dumfries, the redemption amount equal to the IESO Settlement Amount, less tax savings.

(iv) Brantford shall send a redemption notice to Amalco Holdco in accordance with the redemption terms attached to its Class D Special Shares if the whole BPI COVID-19 Deferral and Variance Amount is approved for recovery by the OEB prior to the Closing Date notifying Amalco Holdco of its intention to have its Class D Special Shares redeemed for the price of $1.00 in the aggregate. Brantford shall send a redemption notice to Amalco Holdco in accordance with the redemption terms attached to its Class D Special Shares if the whole or any portion of the BPI COVID-19 Deferral and Variance Amount is received by LDC Amalco at any point following the Closing Date, following which Amalco Holdco, shall in accordance with the redemption terms applicable to the Class D Special Shares, pay to Brantford the redemption amount equal to the BPI COVID-19 Deferral and Variance Amount approved for recovery by the OEB, net of taxes.

(v) Each of Brantford, Cambridge and North Dumfries shall send a redemption notice to Amalco Holdco in accordance with the redemption terms applicable to the Class A Special Shares and Class B Special Shares held by each of them notifying Amalco Holdco of their intention to have their respective Special Shares redeemed for the price of $1.00, in the aggregate if the Net Adjustment Amount is zero.

(vi) Illustrative examples of the calculations of the BEC Group Adjustment Amount and the Energy Plus Group Adjustment Amount are set out in Schedule D.

(b) The redemption terms applicable to the Special Shares shall provide, among other things, that Amalco Holdco shall pay the aggregate redemption amount to the redeeming shareholder as follows:

(i) up to a maximum of $2,000,000 within 10 Business Days following receipt of the redemption notices; and

(ii) for any amounts in excess of $2,000,000 (the "**Unpaid Redemption Amount**"), upon the following terms:

(A) the Unpaid Redemption Amount will be payable in annual instalments not to exceed $2,000,000 per year commencing on one year after the Closing Date and bear interest at the Prime Rate; and

(B) Amalco Holdco shall be entitled, at its option and on two Business Days' notice, to prepay all or any portion of the Unpaid Redemption Amount and any accrued and unpaid interest without bonus or penalty.

(c) Subject to Section 2.6(d), each of LDC Amalco, Energy Plus Solutions and BHI, as applicable, will declare dividends in such amounts as may be required by Amalco Holdco to fund the payment of the redemption of any Special Shares.

(d) If the declaration of any dividend by LDC Amalco, Energy Plus Solutions and/or BHI pursuant to Section 2.6(c) and/or the payment of any redemption amount payable to a shareholder under Section 2.6(b) would result in a breach by Amalco Holdco, LDC Amalco, Energy Plus Solutions and/or BHI of applicable Law (including the solvency requirements of the OBCA) or would breach a covenant under Amalco Holdco, LDC Amalco, Energy Plus Solutions and/or BHI's respective financing arrangements, such payment shall not be paid but will be held in abeyance until such time that it can be paid without any such breach.

2.7 COVID-19 Acknowledgement Re. Target Balances

Each of the Parties acknowledges and agrees that the establishment of the target closing amounts set forth in Section 2.5 represent the good faith estimates of the Parties to account for the financial impacts to each member of the BEC Group and each member of the Energy Plus Group, as applicable, in connection with the effects of COVID-19 and COVID-19 Legislation and Emergency Orders on the BEC Business and the Energy Plus Business.

2.8 Nature and Intent of Adjustments (No Double Counting)

Each of the Parties acknowledges and agrees that the calculations performed pursuant to this Article 2 including the determination of the BEC Group Adjustment Amount and the Energy Plus Group Adjustment Amount, as applicable, shall be calculated without duplication or double counting of amounts. Without limiting the generality of the foregoing, no net adjustment gains or losses are intended to be created from the conversion of the Brantford Promissory Note pursuant to Section 6.1(f).

ARTICLE 3
GENERAL REPRESENTATIONS AND WARRANTIES

Each of Parties hereby severally represents and warrants as follows to each other that, the representations and warranties set out below with respect to itself are true and correct on the date hereof and acknowledge that each such other Party is relying on such representations and warranties:

3.1 Corporate Existence

It is a corporation (in the case of Cambridge, North Dumfries and Brantford, a municipal corporation), duly incorporated and validly existing under the laws of Ontario.

3.2 Capacity to Enter Agreement

It has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement and each of the other documents and agreements to be entered into by it pursuant to this Agreement.

3.3 Binding Obligation

The execution and delivery of this Agreement and each of the other documents and agreements to be entered into by it pursuant to this Agreement and the completion of the transactions contemplated by this Agreement and such other documents and agreements by it have been duly authorized by all necessary corporate action on its part. This Agreement has been duly executed and delivered by such entity and constitutes a valid and binding obligation of such entity, enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

3.4 Absence of Conflict

None of the execution and delivery of this Agreement and each of the other documents and agreements to be entered into by it pursuant to this Agreement, the performance by it of its obligations hereunder and thereunder or the completion of the transactions contemplated hereunder and thereunder will:

(a) result in or constitute a breach of any term or provision of, or constitute a default under, the Corporate Articles, by-laws or other constating documents of such entity, or any Contract to which such entity is a party or by which such entity's undertakings, property or assets are bound or affected;

(b) result in the creation or imposition of any Encumbrance on any of the assets of such entity;

(c) subject to obtaining the regulatory approvals set forth in Article 9, contravene any applicable Law; or

(d) contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BRANTFORD

Brantford represents and warrants to Cambridge and North Dumfries as follows, and acknowledges that each of Cambridge and North Dumfries are relying upon these representations and warranties in connection with the Amalgamations. Each exception to the following representations and warranties that is set out in the disclosure schedule attached as Schedule A (the "**Brantford Disclosure Schedule**").

4.1 Residence

No member of the BEC Group is a non-resident of Canada for purposes of the ITA.

4.2 Regulatory Approvals

Except as set out in Article 9 and except as has already been obtained, no authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of Brantford or the BEC Group in connection with the execution, delivery and performance by any of them of this Agreement or any other documents and agreements to be delivered under this Agreement or in connection with the completion of the transactions contemplated hereby or thereby.

4.3 Consents

Except as disclosed in the Brantford Disclosure Schedule, there is no requirement to obtain any consent, approval or waiver of a party under any Material Contract to which Brantford or the BEC Group is a party in order to complete the transactions contemplated by this Agreement.

4.4 Share Ownership, Etc.

(a) As at the date hereof, Brantford is the legal and beneficial owner of 2,001 common shares of BEC with good and marketable title thereto, free and clear of all Encumbrances, being in aggregate all of the issued and outstanding shares of BEC. Immediately prior to Closing, Brantford will be the legal and beneficial owner of all of the issued and outstanding common shares of BEC with good and marketable title thereto, free and clear of all Encumbrances.

(b) Brantford is the legal and beneficial owner of a promissory note issued by BPI with the principal sum of $24,189,168 due February 1, 2026 and an interest rate of 3.95% and a promissory note issued by BHI in the amount with the principal sum of $1,303,335 due February 1, 2026 and an interest rate of 3.95% (together, the "**Brantford Promissory Notes**").

(c) BEC is the legal and beneficial owner of 1,001 common shares of BPI with good and marketable title thereto, free and clear of all Encumbrances (other than

Permitted Encumbrances), being in aggregate all of the issued and outstanding shares of BPI.

(d) BEC is the legal and beneficial owner of 1,001 common shares of BHI with good and marketable title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), being in aggregate all of the issued and outstanding shares of BHI.

(e) Except as disclosed in the Brantford Disclosure Schedule, the BEC Group does not own or hold, directly or indirectly, any Securities of, or have any other interest in, any Person, and no member of the BEC Group has entered into any agreement to acquire any such interests.

4.5 Corporate Existence of the BEC Group

Each member of the BEC Group has been duly incorporated and organized and are validly existing and in good standing as a corporation under the laws of the Province of Ontario. No proceedings have been taken or authorized by any member of the BEC Group in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of such member of the BEC Group.

4.6 Corporate Articles

Their respective Corporate Articles constitute all of the charter documents of each member of the BEC Group and are in full force and effect; no action has been taken to amend any Corporate Articles and no changes to such Corporate Articles are planned other than as contemplated in this Agreement.

4.7 Capacity and Powers of the BEC Group

Each member of the BEC Group has all necessary corporate power, authority and capacity to own or lease its respective assets and to carry on the BEC Business as currently being conducted by the applicable member of the BEC Group.

4.8 Jurisdictions

Ontario is the only jurisdiction in which the members of the BEC Group are qualified to do business. Neither the character nor location of the BEC Group Owned Lands or BEC Group Leased Premises, nor the nature of the BEC Business requires qualification to do business in any other jurisdiction.

4.9 Options, Etc.

Except as provided in this Agreement, no Person has any written or oral agreement or option or any right or privilege (whether by Law, pre-emptive, contractual or otherwise) capable of becoming an agreement or option, including Securities, warrants or convertible obligations of any nature, for:

(a) the purchase of any Securities of any member of the BEC Group; or

(b) the purchase of any of the assets of any member of the BEC Group other than in the ordinary course of the BEC Business.

4.10 Corporate Records/Directors

(a) The corporate records and minute books of the BEC Group which have been made available contain in all material respects complete and accurate minutes of all meetings of, and all written resolutions passed by, the directors and shareholders of the BEC Group, held or passed since incorporation. All those meetings were held, all those resolutions were passed, and the share certificate books, registers of shareholders, registers of transfers and registers of directors of the applicable member of the BEC Group are complete and accurate in all material respects.

(b) The Brantford Disclosure Schedule contains the name of each director of the applicable member of the BEC Group, including the date on which each of such director was most recently elected as a director, and each such individual has been duly elected a director of the respective member of the BEC Group.

4.11 Books and Records

The Books and Records of the BEC Group fairly and correctly set out and disclose in accordance with IFRS in all material respects the financial position of the BEC Group, and all material financial transactions of the BEC Group have been accurately recorded in such Books and Records.

4.12 Financial Statements

Copies of the BEC Financial Statements, BPI Financial Statements and BHI Financial Statements are attached to the Brantford Disclosure Schedule. Such BEC Financial Statements, BPI Financial Statements and BHI Financial Statements have been prepared in accordance with IFRS and present fairly:

(a) the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of each member of the BEC Group as at the respective dates thereof; and

(b) the sales, earnings and results of the operations of the applicable member of the BEC Group during the periods covered by such BEC Financial Statements, BPI Financial Statements and BHI Financial Statements;

but the unaudited interim financial statements:

(c) do not contain all notes required under IFRS; and

(d) are subject to normal year-end audit adjustments.

4.13 Tax Matters

(a) The members of the BEC Group are exempt from Tax under the ITA, CTA and TA but each of them is required to make PILs payments under the EA in an amount equal to the Tax that it would be liable to pay under the ITA, CTA and TA if it were not exempt from Tax under those statutes.

(b) The members of the BEC Group have filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by it in all applicable jurisdictions on a timely basis. All such Tax Returns are complete and correct and disclose all Taxes required to be paid for the periods covered thereby. No member of the BEC Group has been required to file any Tax Returns with, and have never been liable to pay or remit Taxes to, any Governmental Authority outside Canada. The BEC Group have paid all Taxes and all instalments of Taxes due on or before the date hereof. Brantford has furnished to Cambridge and North Dumfries true, complete and accurate copies of all Tax Returns and any amendments thereto filed by the members of the BEC Group since December 31, 2013 and all notices of assessment (up to December 31, 2019) and reassessment and all correspondence with Governmental Authorities relating thereto.

(c) Assessments under the EA have been issued to the BEC Group covering all periods up to and including its fiscal year ended December 31, 2020.

(d) There are no audits, assessments, reassessments or other Claims in progress or, to the Knowledge of Brantford, threatened against any member of the BEC Group, in respect of any Taxes and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any such Taxes. To the Knowledge of Brantford, there is no contingent liability of any member of the BEC Group for Taxes or any grounds that could prompt an assessment or reassessment for Taxes. No member of the BEC Group has received any indication from any Governmental Authority that any assessment or reassessment is proposed.

(e) No member of the BEC Group has entered into any transactions with any non-resident of Canada (for the purposes of the ITA) with whom such member of the BEC Group was not dealing at arm's length (within the meaning of the ITA). No member of the BEC Group has acquired property from any Person in circumstances where such member of the BEC Group did or could have become liable for any Taxes payable by that Person.

(f) No member of the BEC Group will be required to include in a taxable period ending after the Closing Date any material taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date).

(g) There are no circumstances existing which could result in, or which have existed and resulted in, the application of section 78 of the ITA, as it applies for purposes of the EA, in respect of an amount owing by a member of the BEC Group on the Closing Date.

(h) No member of the BEC Group has entered into any agreements, waivers or other arrangements with any Governmental Authority providing for an extension of time with respect to the issuance of any assessment or reassessment, the filing of any Tax Return, or the payment of any Taxes by or in respect of such member of the BEC Group except with respect to the 2015 Tax year in respect of BPI and BHI. Neither BEC nor BPI is party to any agreements or undertakings with respect to Taxes.

(i) The BEC Group are registrants for purposes of the ETA and BEC's registration number is 875041329 RT0001, BPI's registration number is 865858773 RT0001 and BHI's registration number is 875041121 RT0001. All input tax credits claimed by each member of the BEC Group pursuant to the ETA have been proper, correctly calculated and documented. Each member of the BEC Group has collected, paid and remitted when due all Taxes, including goods and services tax, harmonized sales tax and retail sales tax, collectible, payable or remittable by them.

(j) Each member of the BEC Group has remitted to the appropriate Governmental Authority when required by Law to do so all amounts collected by it on account of sales taxes including goods and services tax and harmonized sales tax imposed under the ETA.

(k) Each member of the BEC Group maintains its Books and Records in compliance with section 230 of the ITA.

4.14 Absence of Changes

Except as disclosed in the Brantford Disclosure Schedule, the transfer of the Excluded Assets and repayment of the Excluded Debt, since December 31, 2020, there has not been:

(a) any change in the financial condition, operations, results of operations, or business of any member of the BEC Group which has had a Material Adverse Effect, nor has there been any occurrence or circumstances which, to the Knowledge of Brantford, with the passage of time might reasonably be expected to have a Material Adverse Effect; or

(b) any Loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by the BEC Group which, to the Knowledge of Brantford, has had, or may reasonably be expected to have, a Material Adverse Effect.

4.15 Absence of Undisclosed Liabilities

Except to the extent reflected or reserved in the BEC Financial Statements, BPI Financial Statements and BHI Financial Statements, or incurred subsequent to December 31, 2020 and:

(a) disclosed in the Brantford Disclosure Schedule; or

(b) incurred in the ordinary course of the BEC Business;

no member of the BEC Group has any material outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt) of a nature customarily reflected or reserved against in a balance sheet (including the notes to the BEC Financial Statements, BPI Financial Statements and BHI Financial Statements) in accordance with IFRS. For the purposes of this Section 4.15 only, indebtedness, liabilities or obligations owing to any third party in excess of $250,000 will be deemed to be material.

4.16 Absence of Unusual Transactions

Except as disclosed or referred to in the Brantford Disclosure Schedule, the transfer of the Excluded Assets and repayment of the Excluded Debt, since December 31, 2020 no member of the BEC Group has:

(a) given any guarantee of any debt, liability or obligation of any Person;

(b) subjected any of its assets, or permitted any of its assets to be subjected, to any Encumbrance other than the Permitted Encumbrances;

(c) acquired, sold, leased or otherwise disposed of or transferred any assets other than in the ordinary course of the BEC Business;

(d) made or committed to any capital expenditures other than in the ordinary course of the BEC Business;

(e) declared or paid any dividend or otherwise made any distribution or other payment of any kind or nature to its shareholder or any other non-arm's length Person except as set forth in Section 6.3(e) or taken any corporate proceedings for that purpose;

(f) redeemed, purchased or otherwise retired any of its shares or otherwise reduced its stated capital;

(g) entered into or become bound by any Contract except in the ordinary course of the BEC Business (other than this Agreement);

(h) modified, amended or terminated any Contract (except for Contracts which expire by the passage of time) resulting in a Material Adverse Effect;

(i) waived or released any right or rights which it has or had, or a debt or debts owed to it resulting, collectively or individually, in a Material Adverse Effect;

(j) made any change in any compensation arrangement or agreement with any BEC Group Employee except for annual merit pay increases and incentive payments consistent with the ordinary course of the BEC Business;

(k) made any change in any method of accounting or auditing practice (other than as disclosed in the BEC Financial Statements, BPI Financial Statements or BHI Financial Statements and/or in order to make its financial disclosure consistent with the financial disclosure of the BEC Group as regards to accrued conservation and demand management ("**CDM**") bonus or as regards to loss revenue adjustment mechanism recoveries); or

(l) agreed or offered to do any of the things described in this Section 4.16.

4.17 Title to and Condition of Assets

Each member of the BEC Group owns, possesses and has good and marketable title to all of its undertakings, property and assets not otherwise the subject of specific representations and warranties in this Article 4, including all the undertakings, property and assets reflected in the most recent balance sheet included in the BEC Financial Statements, BPI Financial Statements or the BHI Financial Statements (as applicable), free and clear of all Encumbrances other than Permitted Encumbrances. The undertakings, property and assets of each member of the BEC Group comprise all of the undertakings, property and assets necessary for it to carry on the BEC Business as it is currently operated by such member of the BEC Group. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by each member of the BEC Group are in good operating condition and repair, ordinary wear and tear excepted, and are reasonably fit and usable for the purposes for which they are being used.

4.18 Real Property

(a) The Brantford Disclosure Schedule contains a complete and accurate list of the BEC Group Owned Lands, including complete legal descriptions, and the particulars of the BEC Group Leased Premises and BEC Real Property Leases. No member of the BEC Group owns any real property and does not lease and has not agreed to acquire or lease any real property other than as listed in the Brantford Disclosure Schedule.

(b) Each member of the BEC Group has all Easements that are necessary for it to carry on the BEC Business as it is currently operated by it.

(c) No member of the BEC Group has received any, nor to the Knowledge of Brantford are there any pending or threatened, notices of violation or alleged violation of any Laws against or affecting any BEC Group Owned Lands or BEC Group Leased Premises or BEC Group Easements.

(d) The buildings and other structures and improvements located on the BEC Group Owned Lands or forming part of the BEC Group Leased Premises, and their operation and maintenance, comply with all applicable Laws, and none of those

buildings or structures or improvements encroaches upon any land not owned or leased by the applicable member of the BEC Group.

(e) There are no restrictive covenants or Laws which in any way restrict or prohibit any part of the present use of the BEC Group Owned Lands or BEC Group Leased Premises or BEC Group Easements, other than the Permitted Encumbrances. Each member of the BEC Group has such rights of entry and exit to and from the BEC Group Owned Lands and the BEC Group Leased Premises and the BEC Group Easements as are reasonably necessarily to carry on the BEC Business.

(f) Except as disclosed in the Brantford Disclosure Schedule, no Person has any right to purchase any of the BEC Group Owned Lands and no Person other than BPI is using or has any right to use, is in possession or occupancy, of any part of the BEC Group Owned Lands. There exists no option, right of first refusal or other contractual rights with respect to any of the BEC Group Owned Lands.

(g) There are no expropriation or similar proceedings, actual or threatened, of which any member of the BEC Group or Brantford have received notice, against any of the BEC Group Owned Lands or BEC Group Leased Premises or BEC Group Easements.

(h) The BEC Group Owned Lands are owned in fee simple, free and clear of all Encumbrances, except Permitted Encumbrances. No member of the BEC Group has entered into any contract to sell, transfer, encumber, or otherwise dispose of or impair the right, title and interest of such member of the BEC Group in and to the BEC Group Owned Lands or the air, density and easement rights relating to such BEC Group Owned Lands.

(i) All of the BEC Real Property Leases are in full force and effect, unamended, and none of them are, to the Knowledge of Brantford, under any threat of termination.

(j) All of the BEC Group Easements are in full force and effect and none of them are, to the Knowledge of Brantford, under any threat of termination.

(k) Neither Brantford nor any member of the BEC Group has received any notification of, nor are there any outstanding or incomplete work orders in respect of any Fixed Assets on the BEC Group Owned Lands, BEC Group Leased Premises or BEC Group Easements, or of any current noncompliance (other than non-compliances which are legal non-conforming under relevant zoning by-laws) with applicable statutes and regulations or building and zoning by-laws and regulations.

(l) All accounts for work and services performed or materials placed or furnished upon or in respect of the construction and completion of any Fixed Assets constructed on the BEC Group Owned Lands or the BEC Group Leased Premises or the BEC Group Easements have been fully paid to the extent due and no Person is entitled to claim a lien under the *Construction Act* (Ontario) or other similar legislation for such work.

(m) To the Knowledge of Brantford, there are no matters affecting the right, title and interest of any member of the BEC Group in and to the BEC Group Owned Lands or the BEC Group Leased Premises or the BEC Group Easements (other than the Permitted Encumbrances) or which, in the aggregate, would materially and adversely affect the ability of such member of the BEC Group to carry on the BEC Business upon such BEC Group Owned Lands or the BEC Group Leased Premises or the BEC Group Easements, as applicable.

4.19 Intellectual Property

(a) The Brantford Disclosure Schedule includes a list of all Intellectual Property that is registered with any Governmental Authority and that is used in connection with the conduct of the BEC Business, including all trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights, the jurisdictions (if any) in which that Intellectual Property is registered (or in which application for registration has been made) and the applicable expiry dates of all listed registrations.

(b) All necessary legal steps have been taken by the BEC Group to preserve their respective rights to the Intellectual Property listed in the Brantford Disclosure Schedule. The Brantford Disclosure Schedule also includes a list of all licence agreements pursuant to which BEC Group have been granted a right to use, or otherwise exploit Intellectual Property owned by third parties, other than "off-the-shelf" software license agreements.

(c) The Intellectual Property that is owned by the members of the BEC Group (as applicable) is owned free and clear of any Encumbrances other than Permitted Encumbrances, and no Person other than the applicable member of the BEC Group has any right to use that Intellectual Property except as disclosed in the Brantford Disclosure Schedule.

(d) The use by the members of the BEC Group of any Intellectual Property owned by third parties is valid, and the BEC Group is not in default or breach of any licence agreement relating to that Intellectual Property, and there exists no state of facts which, after notice or lapse of time or both, would constitute a default or breach.

(e) The conduct by the members of the BEC Group of the BEC Business does not infringe the Intellectual Property of any Person.

4.20 Accounts Receivable

All Accounts Receivable reflected in the BEC Financial Statements, BPI Financial Statements and the BHI Financial Statements, as applicable, or which have come into existence since the date of the most recent BEC Financial Statements, BPI Financial Statements and BHI Financial Statements, were created in the ordinary and customary course of the BEC Business from bona

fide arm's length transactions, and, except to the extent that they have been paid in the ordinary course of such BEC Business since the date of the BEC Financial Statements, BPI Financial Statements and the BHI Financial Statements, are valid and enforceable and collectible in full, without, to the Knowledge of Brantford, any right of set-off or counterclaim or any reduction for any credit or allowance made or given, except to the extent of the allowance for doubtful accounts which will be included in the Brantford Closing Financial Statements.

4.21 Material Contracts

(a) The Brantford Disclosure Schedule contains a list of all Material Contracts to which each member of the BEC Group is a party. Brantford has previously delivered or made available true and complete copies of such Material Contracts, all of which are in full force and effect, unamended (except for amendments which have previously been disclosed or made available).

(b) No counterparty to any Material Contract to which any member of the BEC Group is a party is in default of any of its obligations under such Material Contract in any material respect. Each member of the BEC Group is entitled to all benefits under each Material Contract, and no member of the BEC Group has received any notice of termination of any Material Contract, and there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any such Material Contract.

4.22 Accounts and Powers of Attorney

Each member of the BEC Group has previously disclosed:

(a) the name of each bank or other depository in which such member of the BEC Group maintains any bank account, trust account or safety deposit box and the names of all individuals authorized to draw on them or who have access to them; and

(b) the name of each Person holding a general or special power of attorney from BEC Group and a summary of its terms.

4.23 Compliance with Laws, Permits

(a) Each member of the BEC Group is conducting the BEC Business in compliance with all applicable Laws where the failure to do so (either individually or in the aggregate) would have a Material Adverse Effect.

(b) All Permits held by or granted to each member of the BEC Group are listed in the Brantford Disclosure Schedule. Such Permits are the only authorizations, registrations, permits, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to Intellectual Property) required to enable each member of the BEC Group to carry on the BEC Business as currently conducted and to enable each member of the BEC Group to own, lease and operate its assets. All such Permits are valid, subsisting, in full force and effect and unamended, and no member of the BEC Group is in default or breach of any such

Permit; no proceeding is pending or, to the Knowledge of Brantford, threatened to revoke or limit any such Permit, and the completion of the transactions contemplated by this Agreement will not result in the revocation of any such Permit or the breach of any term, provision, condition or limitation affecting the ongoing validity of any such Permit.

4.24 Environmental Conditions

Without limiting the generality of Section 4.23, and except as disclosed in the Brantford Disclosure Schedule:

(a) the conduct of the BEC Business by the members of the BEC Group, and the current use and condition of each of the BEC Group Leased Premises and BEC Group Owned Lands have been and are in compliance with all applicable Environmental Laws in all material respects, and, to the Knowledge of Brantford, there are no facts which would give rise to any such non-compliance of any member of the BEC Group with any Environmental Laws either in the conduct of the BEC Business or in the current uses and condition of each of the BEC Group Leased Premises and the BEC Group Owned Lands;

(b) each member of the BEC Group has all Permits required by all Environmental Laws for the conduct by the BEC Group of the BEC Business ("**BEC Environmental Approvals**"), which BEC Environmental Approvals are valid and in full force and effect and listed in the Brantford Disclosure Schedule. Each member of the BEC Group is in compliance with all those BEC Environmental Approvals, and there have not been and there are no proceedings commenced or threatened to revoke or amend any such BEC Environmental Approvals in a manner that could reasonably be expected to have a Material Adverse Effect;

(c) each member of the BEC Group and each Person for whom such members of the BEC Group are responsible pursuant to all Environmental Laws, have imported, manufactured, processed, distributed, used, treated, stored, disposed of, transported, exported or handled Hazardous Substances in compliance with all Environmental Laws;

(d) to the Knowledge of Brantford, no Hazardous Substances have been disposed of on any of the BEC Group Leased Premises or the BEC Group Owned Lands, and there are no underground storage tanks on the BEC Group Leased Premises or the BEC Group Owned Lands and any underground storage tanks formerly on the BEC Group Leased Premises or the BEC Group Owned Lands have been removed and any affected soil, surface water or ground water has been remediated in compliance with all applicable Laws including Environmental Laws;

(e) no part of the BEC Group Owned Lands has ever been used as a landfill or for the disposal of waste;

(f) there has been no Release of any Hazardous Substance in the course of the BEC Business from, at, on, or under the BEC Group Leased Premises or the BEC Group

Owned Lands or, to the Knowledge of Brantford, from or on to any other properties, except in compliance with all Environmental Laws;

(g) no member of the BEC Group has received any notice of any kind of any Release or possible Release of any Hazardous Substance from, at, on, or under any of the BEC Group Leased Premises or BEC Group Owned Lands, or from or on to any other properties;

(h) to the Knowledge of Brantford, there are no Hazardous Substances on any adjoining properties to any of the BEC Group Leased Premises or BEC Group Owned Lands which may adversely affect the BEC Business, or any of the BEC Group Leased Premises or BEC Group Owned Lands;

(i) there has been no Remedial Order issued to any member of the BEC Group in respect of the BEC Business, or with respect to any of the BEC Group Leased Premises or the BEC Group Owned Lands and, to the Knowledge of Brantford, no Remedial Orders are threatened, and there are no facts which could reasonably be expected to give rise to any Remedial Orders;

(j) no member of the BEC Group hast received any notice of Claim, summons, order, direction or other communication relating to non-compliance with any Environmental Laws from any Governmental Authority or other third party, and to the Knowledge of Brantford, there is no pending or threatened matter, act or fact which could cause the members of the BEC Group, the conduct of the BEC Business, or any of the BEC Group Leased Premises or BEC Group Owned Lands to no longer be in compliance with all applicable Environmental Laws; and

(k) no asbestos, asbestos containing materials, polychlorinated biphenyls ("**PCBs**") and PCB wastes are used, stored or otherwise present in or on the BEC Group Owned Lands except for PCBs contained in the electrical transformers which are in service and which form an integral part of, and are necessary for the operation of, the BEC Business. Brantford has disclosed or made available all inspection reports received from the Ministry of the Environment in connection with the handling, transportation and storage of PCBs by the applicable members of the BEC Group.

4.25 Suppliers and Customers

The Brantford Disclosure Schedule lists the 15 largest suppliers of goods and services from whom each member of the BEC Group has purchased goods or services (other than power) during the fiscal year ended December 31, 2020. No such supplier sold goods and services to the applicable member of the BEC Group which represented more than 20% of its annual purchases during such period. None of the suppliers listed in the Brantford Disclosure Schedule has advised the BEC Group, either orally or in writing, that it is terminating or considering terminating its relationship with such member of the BEC Group, or considering negotiating its relationship with such member of the BEC Group on terms that would result in a Material Adverse Effect, whether as a result of the completion of the transactions contemplated by this Agreement or otherwise.

4.26 Rights to Use Personal Information

(a) All Personal Information in the possession of the BEC Group has been collected, used and disclosed in compliance with all applicable Privacy Laws in those jurisdictions in which the BEC Group conducts, or is deemed by operation of law in those jurisdictions to conduct, the BEC Business.

(b) Brantford has disclosed or made available all Contracts and facts concerning the collection, use, retention, destruction and disclosure of Personal Information by the applicable members of the BEC Group and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any Personal Information by the applicable members of the BEC Group in the continued operation of the BEC Business as conducted before the Closing.

(c) Except as disclosed in the Brantford Disclosure Schedule, there are no Claims pending or, to the Knowledge of Brantford, threatened, with respect to the collection, use or disclosure of Personal Information by the applicable members of the BEC Group.

4.27 Employees and Employment Contracts

(a) Brantford has made available in the Data Room the names, titles and status (active or non-active, and if not active, reason why and period of time not active) of all BEC Group Employees together with particulars of the material terms and conditions of their employment or engagement, including current rates of remuneration, perquisites, commissions, bonus or other incentive compensation (monetary or otherwise), most recent hire date, cumulative years of service, start and end dates of all previous periods of service, benefits, vacation or personal time off entitlements, current positions held and, if available, projected rates of remuneration, and whether the employee is a member of a collective bargaining union or agency and whether the employee is subject to the BEC Collective Agreement.

(b) To the Knowledge of Brantford, no BEC Group Employee nor any consultant with whom the applicable members of the BEC Group has contracted, is in violation of any term of any employment contract, contract of engagement, services agreement, proprietary information agreement or any other agreement relating to the right of that individual to be employed, engaged or retained by the applicable members of the BEC Group in any material respect, and, to the Knowledge of Brantford, the continued employment or engagement by the members of the BEC Group of the BEC Group Employees will not result in any such violation. No member of the BEC Group has received any notice alleging that any such violation has occurred.

(c) Except as disclosed in the Data Room, all of the BEC Group Employees are employed, engaged or retained for an indefinite term and none are subject to written employment agreements, contracts of engagement or services agreements.

Brantford has made available in the Data Room true and complete copies of any written employment agreements, contracts of engagement or services agreements of all BEC Group Employees. No officer has given notice, oral or written, of an intention to cease being employed with the BEC Group (other than the pending employee retirements disclosed in the Brantford Disclosure Schedule), and no member of the BEC Group intends to terminate the employment of any officer.

(d) The members of the BEC Group have operated in compliance with all Laws relating to employees in all material respects, including employment standards and all Laws relating in whole or in part to the protection of employee health and safety, human rights, labour relations and pay equity. Except as disclosed or referred to in the Brantford Disclosure Schedule, there have been no Claims within the past three years nor, to the Knowledge of Brantford, are there any threatened complaints, under such Laws against the members of the BEC Group. To the Knowledge of Brantford, nothing has occurred which might lead to a Claim or complaint against the members of the BEC Group under any such Laws. There are no outstanding decisions or settlements or pending settlements which place any obligation upon the members of the BEC Group to do or refrain from doing any act.

(e) There is no strike or lockout occurring or affecting, or to the Knowledge of Brantford, threatened against any member of the BEC Group.

4.28 Unions

(a) Except as disclosed in the Brantford Disclosure Schedule, there are no apparent or, to the Knowledge of Brantford, threatened union organizing activities involving BEC Group Employees.

(b) No member of the BEC Group has any labour problems that would reasonably be expected to result in a Material Adverse Effect, or lead to any interruption of operations at any location.

(c) No member of the BEC Group has engaged in any lay-off or other activities within the last three years in respect of the BEC Business that would violate or in any way subject the members of the BEC Group to the group termination or lay-off requirements of the Laws of any jurisdiction that apply to the members of the BEC Group.

(d) Except as disclosed in the Brantford Disclosure Schedule, no member of the BEC Group is bound by or a party to, either directly or by operation of law, any collective bargaining agreement (the **"BEC Collective Agreement**") with any trade union or association which might qualify as a trade union, and no trade union, association, council of trade unions, employee bargaining agency or affiliated bargaining agent:

(i) holds bargaining rights with respect to any of the BEC Group Employees by way of certification, interim certification, voluntary recognition, designation or successor rights;

(ii) has, to the Knowledge of Brantford, applied to be certified or requested to be voluntarily recognized as the bargaining agent of any of the BEC Group Employees;

(iii) has, to the Knowledge of Brantford, applied to have any member of the BEC Group declared a related or successor employer under applicable provincial labour or employment Law; or

(iv) has, to the Knowledge of Brantford, filed a complaint or charge under applicable provincial labour or employment Law within the last three years.

4.29 Employee Benefits Matters

(a) Except as disclosed in the Brantford Disclosure Schedule, the members of the BEC Group are not:

(i) a party to, bound by or subject to, and do not have any liability or contingent liability relating to, any employment agreement or any other agreement or arrangement relating to Employee Benefits;

(ii) in arrears in the payment of any contribution or assessment required to be made by them pursuant to any agreements or arrangements relating to Employee Benefits; or

(iii) a party to or bound by or subject to any agreement or arrangement with any labour union or employee association in respect of Employee Benefits and has not made any commitment to or conducted any negotiation or discussion with any labour union or employee association with respect to any future agreement or arrangement in respect of Employee Benefits.

(b) All agreements and arrangements relating to Employee Benefits in respect of BEC Group Employees set forth in the Brantford Disclosure Schedule (other than OMERS, with respect to which Brantford makes no representation under this Section 4.29(b)) are, and have been, established, registered (where required), and administered without default, in material compliance with (i) the terms thereof; and (ii) all applicable Laws; and no member of the BEC Group has received, in the last four years, any notice from any Person questioning or challenging such compliance (other than in respect of any claim related solely to that Person), nor does Brantford have any Knowledge of any such notice from any Person questioning or challenging such compliance beyond the last four years. Except as disclosed in the Brantford Disclosure Schedule or the BEC Collective Agreement, there have been no improvements, increases or changes to, or promised improvements, increases or changes to, the benefits provided under any such agreement or arrangement within the last four years, nor does any such agreement or arrangement provide for benefit increases or the acceleration of funding obligations that are contingent upon or will be triggered by the execution of this Agreement or the Closing.

(c) Except as disclosed in Brantford Disclosure Schedule, no BEC Group Employee is on long-term disability leave, extended absence or receiving benefits pursuant to the *Workplace Safety and Insurance Act, 1997* (Ontario).

(d) Except as disclosed in the Brantford Disclosure Schedule, no agreement or arrangement, other than OMERS, provides benefits beyond retirement or other termination of service to employees or former employees of any member of the BEC Group or to the beneficiaries or dependants of such employees or former employees. Other than OMERS, no such agreement or arrangement requires or permits a retroactive increase in premiums or payments.

(e) All assessments under the *Workplace Safety and Insurance Act, 1997* (Ontario) in relation to the BEC Business have been paid or accrued and no member of the BEC Group is subject to any special or penalty assessment under such legislation which has not been paid.

4.30 Pension Plans

(a) Except as disclosed in the Brantford Disclosure Schedule, OMERS is the only pension or retirement plan or arrangement in which BEC Group Employees participate and/or to which the BEC Group contributes as a participating employer.

(b) All obligations of the BEC Group to or under OMERS (whether pursuant to the terms thereof or any applicable Laws) have been satisfied, and there are no outstanding defaults or violations thereunder by any member of the BEC Group or by any predecessor thereof.

(c) There are no going concerns with respect to unfunded actuarial liabilities, past service unfunded liabilities or solvency deficiencies respecting the BEC Group's participation in OMERS.

(d) All employee data necessary to administer the BEC Group's participation in OMERS and any other agreement or arrangement listed in the Brantford Disclosure Schedule is in the possession of the BEC Group and is complete, correct and in a form which is sufficient for the proper administration of the BEC Group's participation in OMERS in accordance with the terms thereof and all applicable Laws.

(e) All employer or employee payments, contributions or premiums required to be remitted or paid by the BEC Group to or in respect of OMERS have been paid or remitted in a timely fashion in accordance with the terms thereof and all Laws, and no Taxes, penalties or fees are owing or exigible on any member of the BEC Group under OMERS.

4.31 Insurance Policies

The Brantford Disclosure Schedule lists all Insurance Policies, and also specifies the insurer, the amount of the coverage, the type of insurance, the policy number and any pending Claims with

respect to each such Insurance Policy. The Insurance Policies insure all the property and assets of the BEC Group against Loss by all insurable hazards of risk commonly insured against in the industry. All Insurance Policies are in full force and effect and no member of the BEC Group:

(a) is in default, whether as to the payment of premiums or otherwise, under any material term or condition of any of the Insurance Policies; or

(b) has failed to give notice or present any Claim under any of the Insurance Policies in a due and timely fashion.

4.32 Litigation

(a) Except as disclosed or referred to in the Brantford Disclosure Schedule, there are no Claims, whether or not purportedly on behalf of BEC Group, pending, commenced, or, to the Knowledge of Brantford, threatened, which might reasonably be expected to have a Material Adverse Effect on any member of the BEC Group or which might involve the possibility of an Encumbrance against the assets of any member of the BEC Group.

(b) There is no outstanding judgment, decree, order, ruling or injunction involving any member of the BEC Group or relating in any way to the transactions contemplated by this Agreement.

4.33 Withholding

Each member of the BEC Group has withheld from each payment made to any of its past or present employees, officers or directors, and to any non-resident of Canada, the amount of all Taxes and other deductions required to be withheld therefrom, including all employee and employer portions for Workers' Compensation, Canada Pension Plan, Employer Health Tax and Employment Insurance and has paid the same to the proper Governmental Authority within the time required under any applicable Laws.

4.34 No Expropriation

No property or asset of any member of the BEC Group has been taken or expropriated by any Governmental Authority within the last five years, and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the Knowledge of Brantford, is there any intent or proposal to give any notice or commence any proceeding in respect of any such expropriation.

4.35 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of any member of the BEC Group's obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will:

(a) result in or constitute a breach of any term or provision of, or constitute a default under, the Corporate Articles or the by-laws of such entity, or any Contract to which

such entity is a party or by which any of such entity's undertakings, property or assets is bound or affected;

(b) subject to obtaining the third party consents contemplated by Section 7.1(c), constitute an event which would permit any party to any Material Contract with BEC Group to terminate or sue for damages with respect to that Material Contract, or to accelerate the maturity of any indebtedness of BEC Group, or other obligation of BEC Group under that Material Contract;

(c) subject to obtaining the regulatory approvals set forth in Article 9, contravene any applicable Law; or

(d) contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

4.36 Restrictive Covenants

No member of the BEC Group is a party to, or bound or affected by, any Contract containing any covenant expressly limiting its ability to compete in any line of business or to transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on the BEC Business carried on by the applicable member of the BEC Group.

4.37 BEC Group Business

The business of the BEC Group is limited to the BEC Business.

4.38 Compliance with Privacy Laws

With respect to the BEC Business:

(a) Each member of the BEC Group has made available to Cambridge and North Dumfries the Privacy Statements contained in the Brantford Disclosure Schedule.

(b) Each member of the BEC Group: (i) complies with the Privacy Statements with respect to all personal information collected, used and/or disclosed by each member of the BEC Group; (ii) complies with all applicable Privacy Laws; and (iii) takes appropriate measures to protect and maintain the security of the personal information in the possession of each member of the BEC Group and/or which each member of the BEC Group has access.

(c) The change of control of each member of the BEC Group pursuant to the terms of this Agreement and the transactions contemplated hereunder (including the disclosures made by each member of the BEC Group in the course of the due diligence in anticipation of the transactions contemplated by this Agreement), is in compliance with the terms of the Privacy Statement and all applicable Privacy Laws.

(d) All Personal Information disclosed to each member of the Energy Plus Group pursuant to the transaction contemplated by this Agreement relates directly to the part of BEC Business that is covered by the transactions contemplated by this Agreement.

(e) No member of the BEC Group is aware of any complaint made or any audit, investigation, claim or proceeding including court proceeding against any member of the BEC Group by the Office of the Privacy Commissioner of Canada or any other Governmental Authority, or by any Person in respect of the collection, retention, use, disclosure, safeguarding or distribution of Personal Information by any Person in connection with the BEC Business, nor is any member of the BEC Group aware of any facts which may give rise to any such complaint or audit, proceeding, investigation or claim.

(f) All Electronic Addresses have been acquired, maintained, updated (including operationalizing opt-out requests) and stored, and all Electronic Messages sent and/or delivered by or on behalf of each member of the BEC Group have been sent and/or delivered, in accordance with all applicable Laws, including but not limited to Anti-Spam Laws and Privacy Laws.

(g) In the last five years, there has been no unauthorized access, use, intrusion or breach of security, or failure, breakdown, performance reduction or other adverse event affecting any BEC Group Systems, that has caused or could reasonably be expected to cause any: (i) substantial disruption of or interruption in or to the use of such BEC Group Systems or the conduct of the BEC Business; (ii) loss, destruction, damage or harm of or to any member of the BEC Group or its respective operations, personnel, property or other assets; or (iii) liability of any kind to the applicable member of the BEC Group. Each member of the BEC Group has taken reasonable actions, consistent with applicable industry practices, to protect the integrity and security of BEC Group Systems and the data and other information stored thereon.

(h) Each member of the BEC Group maintains commercially reasonable back-up and data recovery, disaster recovery and business continuity plans, procedures and facilities, acts in material compliance therewith, and tests such plans and procedures on a regular basis, and such plans and procedures have been proven effective upon such testing.

(i) Each member of the BEC Group maintains policies and procedures regarding data security and privacy that are intended to ensure that each member of the BEC Group is in compliance with all applicable Laws and that are consistent with or exceed customary industry practices. Each member of the BEC Group is, and has been, in compliance in all material respects with (i) such foregoing policies and procedures, and (ii) all applicable data protection laws or Privacy Laws governing the use, collection, storage, disclosure and transfer of any personally identifiable information of third parties collected by each member of the BEC Group. There have not been any (1) losses or thefts of data or security breaches relating to data used or stored in the BEC Business, (2) violations of any security policy regarding

any such data, (3) unauthorized access or unauthorized use of any such data, or (4) unintended or improper disclosure of any personally identifiable information in the possession, custody or control of each member of the BEC Group or a contractor or agent acting on behalf of each member of the BEC Group. There have not been any written complaints, written notices or legal proceedings or other written claims related to any of the foregoing in clauses (ii) or (1) through (4) above. Without limiting the foregoing, each member of the BEC Group and its operation of the BEC Business complies in all material respects with all Privacy Laws applicable thereto, and there is no action, suit, claim, proceeding or investigation pending, or, nor to the Knowledge of Brantford, threatened against each member of the BEC Group alleging any failure by each member of the BEC Group to comply with any such Laws.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF CAMBRIDGE AND NORTH DUMFRIES

Cambridge and North Dumfries jointly and severally represent and warrant to Brantford as follows, and acknowledge that Brantford is relying upon these representations and warranties in connection with the transactions contemplated by this Agreement, despite any investigation made by or on behalf of Brantford. Each exception to the following representations and warranties that is set out in the disclosure schedule attached as Schedule B (the "**Energy Plus Disclosure Schedule**").

5.1 Residence

No member of the Energy Plus Group is a non-resident of Canada for purposes of the ITA.

5.2 Regulatory Approvals

Except as set out in Article 9 and except as has already been obtained, no authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of Cambridge and North Dumfries or the Energy Plus Group in connection with the execution, delivery and performance by any of them of this Agreement or any other documents and agreements to be delivered under this Agreement or in connection with the completion of the transactions contemplated hereby or thereby.

5.3 Consents

Except as disclosed in the Energy Plus Disclosure Schedule, there is no requirement to obtain any consent, approval or waiver of a party under any Material Contract to which Cambridge and North Dumfries or the Energy Plus Group is a party in order to complete the transactions contemplated by this Agreement.

5.4 Share Ownership, Etc.

(a) As at the date hereof, Cambridge is the legal and beneficial owner of 2,763 common shares of Energy Plus Holdings with good and marketable title thereto, free and clear of all Encumbrances.

(b) As at the date hereof, North Dumfries is the legal and beneficial owner of 237 common shares of Energy Plus Holdings with good and marketable title thereto, free and clear of all Encumbrances.

(c) The common shares held by Cambridge and North Dumfries pursuant to Section 5.4(a) and Section 5.4(b) constitute all of the issued and outstanding shares of Energy Plus Holdings. Immediately prior to Closing, Cambridge and North Dumfries will be the legal and beneficial owner of all of the issued and outstanding common shares of Energy Plus Holdings with good and marketable title thereto, free and clear of all Encumbrances.

(d) Energy Plus Holdings is the legal and beneficial owner of 1,001 common shares of Energy+ with good and marketable title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), being in aggregate all of the issued and outstanding shares of Energy+.

(e) Energy Plus Holdings is the legal and beneficial owner of 1,001 common shares of Energy Plus Solutions with good and marketable title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), being in aggregate all of the issued and outstanding shares of Energy Plus Solutions.

(f) Energy Plus Solutions is the legal and beneficial owner of 1,600,000 common shares in the capital of GRE with good and marketable title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), being in aggregate a 1/3 equity interest in GRE.

(g) Except as disclosed in the Energy Plus Disclosure Schedule, the Energy Plus Group does not own or hold, directly or indirectly, any Securities of, or have any other interest in, any Person, and no member of the Energy Plus Group has entered into any agreement to acquire any such interests.

5.5 Corporate Existence of the Energy Plus Group

Each member of the Energy Plus Group has been duly incorporated and organized and are validly existing and in good standing as a corporation under the laws of the Province of Ontario. No proceedings have been taken or authorized by any member of the Energy Plus Group in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of such member of the Energy Plus Group.

5.6 Corporate Articles

Their respective Corporate Articles constitute all of the charter documents of each member of the Energy Plus Group and are in full force and effect; no action has been taken to amend any Corporate Articles and no changes to such Corporate Articles are planned other than as contemplated in this Agreement.

5.7 Capacity and Powers of the Energy Plus Group

Each member of the Energy Plus Group has all necessary corporate power, authority and capacity to own or lease its respective assets and to carry on the Energy Plus Business as currently being conducted by the applicable member of the Energy Plus Group.

5.8 Jurisdictions

Ontario is the only jurisdiction in which the members of the Energy Plus Group are qualified to do business. Neither the character nor location of the Energy Plus Group Owned Lands or Energy Plus Group Leased Premises nor the nature of the Energy Plus Business requires qualification to do business in any other jurisdiction.

5.9 Options, Etc.

Except as provided in this Agreement, no Person has any written or oral agreement or option or any right or privilege (whether by Law, pre-emptive, contractual or otherwise) capable of becoming an agreement or option, including Securities, warrants or convertible obligations of any nature, for:

(a) the purchase of any Securities of any member of the Energy Plus Group; or

(b) the purchase of any of the assets of any member of the Energy Plus Group other than in the ordinary course of the Energy Plus Business.

5.10 Corporate Records/Directors

(a) The corporate records and minute books of the Energy Plus Group which have been made available contain in all material respects complete and accurate minutes of all meetings of, and all written resolutions passed by, the directors and shareholders of the Energy Plus Group, held or passed since incorporation. All those meetings were held, all those resolutions were passed, and the share certificate books, registers of shareholders, registers of transfers and registers of directors of the applicable member of the Energy Plus Group are complete and accurate in all material respects.

(b) The Energy Plus Disclosure Schedule contains the name of each director of the applicable member of the Energy Plus Group, including the date on which each of such director was most recently elected as a director, and each such individual has been duly elected a director of the respective member of the Energy Plus Group.

5.11 Books and Records

The Books and Records of the Energy Plus Group fairly and correctly set out and disclose in accordance with IFRS in all material respects the financial position of the Energy Plus Group, and all material financial transactions of the Energy Plus Group have been accurately recorded in such Books and Records.

5.12 Financial Statements

Copies of the Energy Plus Holdings Financial Statements, Energy+ Financial Statements, and Energy Plus Solutions Financial Statements are attached to the Energy Plus Disclosure Schedule. Such Energy Plus Holdings Financial Statements, Energy+ Financial Statements, and Energy Plus Solutions Financial Statements have been prepared in accordance with IFRS and present fairly:

(a) the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of each member of the Energy Plus Group as at the respective dates thereof; and

(b) the sales, earnings and results of the operations of the applicable member of the Energy Plus Group during the periods covered by such Energy Plus Holdings Financial Statements, Energy+ Financial Statements, and Energy Plus Solutions Financial Statements;

but the unaudited interim financial statements:

(c) do not contain all notes required under IFRS; and

(d) are subject to normal year-end audit adjustments.

5.13 Tax Matters

(a) The members of the Energy Plus Group are exempt from Tax under the ITA, CTA and TA but each of them is required to make PILs payments under the EA in an amount equal to the Tax that it would be liable to pay under the ITA, CTA and TA if it were not exempt from Tax under those statutes.

(b) The members of the Energy Plus Group have filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by it in all applicable jurisdictions on a timely basis. All such Tax Returns are complete and correct and disclose all Taxes required to be paid for the periods covered thereby. No member of the Energy Plus Group has been required to file any Tax Returns with, and have never been liable to pay or remit Taxes to, any Governmental Authority outside Canada. The Energy Plus Group have paid all Taxes and all instalments of Taxes due on or before the date hereof. Cambridge and North Dumfries has furnished to Brantford true, complete and accurate copies of all Tax Returns and any amendments thereto filed by the Energy Plus Group since December 31, 2013 and all notices of assessment and reassessment and all correspondence with Governmental Authorities relating thereto.

(c) Assessments under the EA have been issued to the Energy Plus Group covering all periods up to and including its fiscal year ended December 31, 2020.

(d) There are no audits, assessments, reassessments or other Claims in progress or, to the Knowledge of Cambridge and North Dumfries, threatened against any member of the Energy Plus Group, in respect of any Taxes and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any such Taxes. To the Knowledge of Cambridge and North Dumfries, there is no contingent liability of any member of the Energy Plus Group for Taxes or any grounds that could prompt an assessment or reassessment for Taxes. No member of the Energy Plus Group has received any indication from any Governmental Authority that any assessment or reassessment is proposed.

(e) No member of the Energy Plus Group has entered into any transactions with any non-resident of Canada (for the purposes of the ITA) with whom such member of the Energy Plus Group was not dealing at arm's length (within the meaning of the ITA). No member of Energy Plus Group has acquired property from any Person in circumstances where such member of the Energy Plus Group did or could have become liable for any Taxes payable by that Person.

(f) No member of the Energy Plus Group will be required to include in a taxable period ending after the Closing Date any material taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date).

(g) There are no circumstances existing which could result in, or which have existed and resulted in, the application of section 78 of the ITA, as it applies for purposes of the EA, in respect of an amount owing by a member of the Energy Plus Group on the Closing Date.

(h) No member of the Energy Plus Group has entered into any agreements, waivers or other arrangements with any Governmental Authority providing for an extension of time with respect to the issuance of any assessment or reassessment, the filing of any Tax Return, or the payment of any Taxes by or in respect of such member of the Energy Plus Group. No member of the Energy Plus Group is party to any agreements or undertakings with respect to Taxes.

(i) The Energy Plus Group are registrants for purposes of the ETA and Energy Plus Holdings registration number is 88102 0127 RT0001, Energy Plus Solutions' registration number is 88102 0325 RT0001 and Energy+ registration number is 86569 7585 RT0001. All input tax credits claimed by each member of the Energy Plus Group pursuant to the ETA have been proper, correctly calculated and documented. Each member of the Energy Plus Group has collected, paid and

remitted when due all Taxes, including goods and services tax, harmonized sales tax and retail sales tax, collectible, payable or remittable by them.

(j) Each member of the Energy Plus Group has remitted to the appropriate Governmental Authority when required by Law to do so all amounts collected by it on account of sales taxes including goods and services tax and harmonized sales tax imposed under the ETA.

(k) Each member of the Energy Plus Group maintains its Books and Records in compliance with section 230 of the ITA.

5.14 Absence of Changes

Except as disclosed in the Energy Plus Disclosure Schedule, since December 31, 2020 there has not been:

(a) any change in the financial condition, operations, results of operations, or business of any member of the Energy Plus Group which has had a Material Adverse Effect, nor has there been any occurrence or circumstances which, to the Knowledge of Cambridge and North Dumfries, with the passage of time might reasonably be expected to have a Material Adverse Effect; or

(b) any Loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by Energy Plus Group which, to the Knowledge of Cambridge and North Dumfries, has had, or may reasonably be expected to have, a Material Adverse Effect.

5.15 Absence of Undisclosed Liabilities

Except to the extent reflected or reserved in the Energy Plus Holdings Financial Statements, Energy+ Financial Statements, and Energy Plus Solutions Financial Statements, or incurred subsequent to December 31, 2020 and:

(a) disclosed in the Energy Plus Disclosure Schedule; or

(b) incurred in the ordinary course of the Energy Plus Business;

no member of the Energy Plus Group has any material outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt) of a nature customarily reflected or reserved against in a balance sheet (including the notes to the Energy Plus Holdings Financial Statements, Energy+ Financial Statements and the Energy Plus Solutions Financial Statements) in accordance with IFRS. For the purposes of this Section 5.15 only, indebtedness, liabilities or obligations owing to any third party in excess of $250,000 will be deemed to be material.

5.16 Absence of Unusual Transactions

Except as disclosed or referred to in the Energy Plus Disclosure Schedule, since December 31, 2020 no member of the Energy Plus Group has:

(a) given any guarantee of any debt, liability or obligation of any Person;

(b) subjected any of its assets, or permitted any of its assets to be subjected, to any Encumbrance other than the Permitted Encumbrances;

(c) acquired, sold, leased or otherwise disposed of or transferred any assets other than, in the case of Energy+, in the ordinary course of the Energy Plus Business;

(d) made or committed to any capital expenditures, except, in the case of Energy+, in the ordinary course of the Energy Plus Business;

(e) declared or paid any dividend or otherwise made any distribution or other payment of any kind or nature to any of its shareholders or any other non-arm's length Person except as set forth in Section 6.3(e) or taken any corporate proceedings for that purpose;

(f) redeemed, purchased or otherwise retired any of its shares or otherwise reduced its stated capital;

(g) entered into or become bound by any Contract, except, in the case of Energy+, in the ordinary course of the Energy Plus Business (other than this Agreement);

(h) modified, amended or terminated any Contract (except for Contracts which expire by the passage of time) resulting in a Material Adverse Effect;

(i) waived or released any right or rights which it has or had, or a debt or debts owed to it resulting, collectively or individually, in a Material Adverse Effect;

(j) except for annual merit pay increases and incentive payments consistent with the ordinary course of the Energy Plus Business;

(k) made any change in any method of accounting or auditing practice (other than as disclosed in the Energy Plus Holdings Financial Statements, Energy+ Financial Statements, or the Energy Plus Solutions Financial Statements and/or in order to make its financial disclosure consistent with the financial disclosure of Energy Plus Group as regards to accrued CDM bonus or as regards to loss revenue adjustment mechanism recoveries); or

(l) agreed or offered to do any of the things described in this Section 5.16.

5.17 Title to and Condition of Assets

Each member of the Energy Plus Group owns, possesses and has good and marketable title to all of its undertakings, property and assets not otherwise the subject of specific representations and warranties in this Article 5, including all the undertakings, property and assets reflected in the most recent balance sheet included in the Energy Plus Holdings Financial Statements, Energy+ Financial Statements, or the Energy Plus Solutions Financial Statements (as applicable), free and clear of all Encumbrances other than Permitted Encumbrances. The undertakings, property and assets of each member of the Energy Plus Group comprise all of the undertakings, property and assets necessary for it to carry on the Energy Plus Business as it is currently operated by such member of the Energy Plus Group. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by each member of the Energy Plus Group are in good operating condition and repair, ordinary wear and tear excepted, and are reasonably fit and usable for the purposes for which they are being used.

5.18 Real Property

(a) The Energy Plus Disclosure Schedule contains a complete and accurate list of the Energy Plus Group Owned Lands, including complete legal descriptions, and the particulars of the Energy Plus Group Leased Premises and Energy Plus Group Real Property Leases. The Energy Plus Group does not own any real property and does not lease and has not agreed to acquire or lease any real property other than as listed in the Energy Plus Disclosure Schedule.

(b) Each member of the Energy Plus Group has all Easements that are necessary for it to carry on the Energy Plus Business as it is currently operated by such member of the Energy Plus Group.

(c) No member of the Energy Plus Group has received any, nor to the Knowledge of Cambridge and North Dumfries are there any pending or threatened, notices of violation or alleged violation of any Laws against or affecting any Energy Plus Group Owned Lands or Energy Plus Group Leased Premises or Energy Plus Group Easements.

(d) The buildings and other structures and improvements located on the Energy Plus Group Owned Lands or forming part of the Energy Plus Group Leased Premises, and their operation and maintenance, comply with all applicable Laws, and none of those buildings or structures or improvements encroaches upon any land not owned or leased by the applicable member of the Energy Plus Group.

(e) There are no restrictive covenants or Laws which in any way restrict or prohibit any part of the present use of the Energy Plus Group Owned Lands or Energy Plus Group Leased Premises or Energy Plus Group Easements, other than the Permitted Encumbrances. Each member of the Energy Plus Group has such rights of entry and exit to and from the Energy Plus Group Owned Lands and the Energy Plus Group Leased Premises and the Energy Plus Group Easements as are reasonably necessarily to carry on the Energy Plus Business.

(f) Except as disclosed in the Energy Plus Disclosure Schedule, no Person has any right to purchase any of the Energy Plus Group Owned Lands and no Person other than Energy+ is using or has any right to use, is in possession or occupancy, of any part of the Energy Plus Group Owned Lands. There exists no option, right of first refusal or other contractual rights with respect to any of the Energy Plus Group Owned Lands.

(g) There are no expropriation or similar proceedings, actual or threatened, of which any member of the Energy Plus Group or Cambridge and North Dumfries have received notice, against any of the Energy Plus Group Owned Lands or Energy Plus Group Leased Premises or Energy Plus Group Easements.

(h) The Energy Plus Group Owned Lands are owned in fee simple, free and clear of all Encumbrances, except Permitted Encumbrances. No member of the Energy Plus Group has entered into any contract to sell, transfer, encumber, or otherwise dispose of or impair the right, title and interest of such member of the Energy Plus Group in and to the Energy Plus Group Owned Lands or the air, density and easement rights relating to such Energy Plus Group Owned Lands.

(i) All of the Energy Plus Group Real Property Leases are in full force and effect, unamended, and none of them are, to the Knowledge of Cambridge and North Dumfries, under any threat of termination.

(j) All of the Energy Plus Group Easements are in full force and effect and none of them are, to the Knowledge of Cambridge and North Dumfries, under any threat of termination.

(k) Neither Cambridge and North Dumfries nor any member of the Energy Plus Group has received any notification of, nor are there any outstanding or incomplete work orders in respect of any Fixed Assets on the Energy Plus Group Owned Lands, Energy Plus Group Leased Premises or Energy Plus Group Easements, or of any current noncompliance (other than non-compliances which are legal non-conforming under relevant zoning by-laws) with applicable statutes and regulations or building and zoning by-laws and regulations.

(l) All accounts for work and services performed or materials placed or furnished upon or in respect of the construction and completion of any Fixed Assets constructed on the Energy Plus Group Owned Lands or the Energy Plus Group Leased Premises or the Energy Plus Group Easements have been fully paid to the extent due and no Person is entitled to claim a lien under the *Construction Act* (Ontario) or other similar legislation for such work.

(m) To the Knowledge of Cambridge and North Dumfries, there are no matters affecting the right, title and interest of any member of the Energy Plus Group in and to the Energy Plus Group Owned Lands or the Energy Plus Group Leased Premises or the Energy Plus Group Easements (other than the Permitted Encumbrances) or which, in the aggregate, would materially and adversely affect the ability of such member

of the Energy Plus Group to carry on the Energy Plus Business upon such Energy Plus Group Owned Lands or the Energy Plus Group Leased Premises or the Energy Plus Group Easements, as applicable.

5.19 Intellectual Property

(a) The Energy Plus Disclosure Schedule includes a list of all Intellectual Property that is registered with any Governmental Authority and that is used in connection with the conduct of the Energy Plus Business, including all trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights, the jurisdictions (if any) in which that Intellectual Property is registered (or in which application for registration has been made) and the applicable expiry dates of all listed registrations.

(b) All necessary legal steps have been taken by the Energy Plus Group to preserve their respective rights to the Intellectual Property listed in the Energy Plus Disclosure Schedule. The Energy Plus Disclosure Schedule also includes a list of all licence agreements pursuant to which Energy Plus Group have been granted a right to use, or otherwise exploit Intellectual Property owned by third parties, other than "off-the-shelf" software license agreements.

(c) The Intellectual Property that is owned by the members of the Energy Plus Group (as applicable) is owned free and clear of any Encumbrances other than Permitted Encumbrances, and no Person other than the applicable member of the Energy Plus Group has any right to use that Intellectual Property except as disclosed in the Energy Plus Disclosure Schedule.

(d) The use by the members of the Energy Plus Group of any Intellectual Property owned by third parties is valid, and the Energy Plus Group is not in default or breach of any licence agreement relating to that Intellectual Property, and there exists no state of facts which, after notice or lapse of time or both, would constitute a default or breach.

(e) The conduct by the members of the Energy Plus Group of the Energy Plus Business does not infringe the Intellectual Property of any Person.

5.20 Accounts Receivable

All Accounts Receivable reflected in the Energy Plus Holdings Financial Statements, Energy+ Financial Statements, and Energy Plus Solutions Financial Statements, as applicable, or which have come into existence since the date of the most recent Energy Plus Holdings Financial Statements, Energy+ Financial Statements, and Energy Plus Solutions Financial Statements, were created in the ordinary and customary course of the Energy Plus Business from bona fide arm's length transactions, and, except to the extent that they have been paid in the ordinary course of such Energy Plus Business since the date of the Energy Plus Holdings Financial Statements,

Energy+ Financial Statements, and Energy Plus Solutions Financial Statements, are valid and enforceable and collectible in full, without, to the Knowledge of Cambridge and North Dumfries, any right of set-off or counterclaim or any reduction for any credit or allowance made or given, except to the extent of the allowance for doubtful accounts which will be included in the Closing Financial Statements for Energy Plus Holdings.

5.21 Material Contracts

(a) The Energy Plus Disclosure Schedule contains a list of all Material Contracts to which each member of the Energy Plus Group is a party. Cambridge and North Dumfries have previously delivered or made available true and complete copies of such Material Contracts, all of which are in full force and effect, unamended (except for amendments which have previously been disclosed or made available).

(b) No counterparty to any Material Contract to which any member of the Energy Plus Group is a party is in default of any of its obligations under such Material Contract in any material respect. Each member of the Energy Plus Group is entitled to all benefits under each Material Contract, and no member of the Energy Plus Group has received any notice of termination of any Material Contract, and there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any such Material Contract.

5.22 Accounts and Powers of Attorney

Each member of the Energy Plus Group has previously disclosed:

(a) the name of each bank or other depository in which such member of the Energy Plus Group maintains any bank account, trust account or safety deposit box and the names of all individuals authorized to draw on them or who have access to them; and

(b) the name of each Person holding a general or special power of attorney from Energy Plus Group and a summary of its terms.

5.23 Compliance with Laws, Permits

(a) Each member of the Energy Plus Group is conducting the Energy Plus Business in compliance with all applicable Laws where the failure to do so (either individually or in the aggregate) would have a Material Adverse Effect.

(b) All Permits held by or granted to each member of the Energy Plus Group are listed in the Energy Plus Disclosure Schedule. Such Permits are the only authorizations, registrations, permits, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to Intellectual Property) required to enable each member of the Energy Plus Group to carry on the Energy Plus Business as currently conducted and to enable each member of the Energy Plus Group to own, lease and operate its assets. All such Permits are valid, subsisting, in full force and effect and unamended, and Energy+ is not in default or breach of any such

Permit; no proceeding is pending or, to the Knowledge of Cambridge and North Dumfries, threatened to revoke or limit any such Permit, and the completion of the transactions contemplated by this Agreement will not result in the revocation of any such Permit or the breach of any term, provision, condition or limitation affecting the ongoing validity of any such Permit.

5.24 Environmental Conditions

Without limiting the generality of Section 5.23, and except as disclosed in the Energy Plus Disclosure Schedule:

(a) the conduct of the Energy Plus Business by the members of the Energy Plus Group, and the current use and condition of each of the Energy Plus Group Leased Premises and Energy Plus Group Owned Lands have been and are in compliance with all applicable Environmental Laws in all material respects, and, to the Knowledge of Cambridge and North Dumfries, there are no facts which would give rise to any such non-compliance of any member of the Energy Plus Group with any Environmental Laws either in the conduct of the Energy Plus Business or in the current uses and condition of each of the Energy Plus Group Leased Premises and the Energy Plus Group Owned Lands;

(b) each member of the Energy Plus Group has all Permits required by all Environmental Laws for the conduct by the Energy Plus Group of the Energy Plus Business ("**Energy Plus Environmental Approvals**"), which Energy Plus Environmental Approvals are valid and in full force and effect and listed in the Energy Plus Disclosure Schedule. Each member of the Energy Plus Group is in compliance with all those Energy Plus Environmental Approvals, and there have not been and there are no proceedings commenced or threatened to revoke or amend any such Energy Plus Environmental Approvals in a manner that could reasonably be expected to have a Material Adverse Effect;

(c) each member of the Energy Plus Group and each Person for whom such members of the Energy Plus Group are responsible pursuant to all Environmental Laws, have imported, manufactured, processed, distributed, used, treated, stored, disposed of, transported, exported or handled Hazardous Substances in compliance with all Environmental Laws;

(d) to the Knowledge of Cambridge and North Dumfries, no Hazardous Substances have been disposed of on any of the Energy Plus Group Leased Premises or the Energy Plus Group Owned Lands, and there are no underground storage tanks on the Energy Plus Group Leased Premises or the Energy Plus Group Owned Lands and any underground storage tanks formerly on the Energy Plus Group Leased Premises or the Energy Plus Group Owned Lands have been removed and any affected soil, surface water or ground water has been remediated in compliance with all applicable Laws including Environmental Laws;

(e) no part of the Energy Plus Group Owned Lands has ever been used as a landfill or for the disposal of waste;

(f) there has been no Release of any Hazardous Substance in the course of the Energy Plus Business from, at, on, or under the Energy Plus Group Leased Premises or the Energy Plus Group Owned Lands or, to the Knowledge of Cambridge and North Dumfries, from or on to any other properties, except in compliance with all Environmental Laws;

(g) Energy+ has not received any notice of any kind of any Release or possible Release of any Hazardous Substance from, at, on, or under any of the Energy Plus Group Leased Premises or Energy Plus Group Owned Lands, or from or on to any other properties;

(h) to the Knowledge of Cambridge and North Dumfries, there are no Hazardous Substances on any adjoining properties to any of the Energy Plus Group Leased Premises or Energy Plus Group Owned Lands which may adversely affect the Energy Plus Business, or any of the Energy Plus Group Leased Premises or Energy Plus Group Owned Lands;

(i) there has been no Remedial Order issued to any member of the Energy Plus Group in respect of the Energy Plus Business, or with respect to any of the Energy Plus Group Leased Premises or the Energy Plus Group Owned Lands and, to the Knowledge of Cambridge and North Dumfries, no Remedial Orders are threatened, and there are no facts which could reasonably be expected to give rise to any Remedial Orders;

(j) no member of the Energy Plus Group hast received any notice of Claim, summons, order, direction or other communication relating to non-compliance with any Environmental Laws from any Governmental Authority or other third party, and to the Knowledge of Cambridge and North Dumfries, there is no pending or threatened matter, act or fact which could cause the members of the Energy Plus Group, the conduct of the Energy Plus Business, or any of the Energy Plus Group Leased Premises or Energy Plus Group Owned Lands to no longer be in compliance with all applicable Environmental Laws; and

(k) no asbestos, asbestos containing materials, PCBs and PCB wastes are used, stored or otherwise present in or on the Energy Plus Group Owned Lands except for PCBs contained in the electrical transformers which are in service and which form an integral part of, and are necessary for the operation of, the Energy Plus Business. Cambridge and North Dumfries has disclosed or made available all inspection reports received from the Ministry of the Environment in connection with the handling, transportation and storage of PCBs by the applicable members of the Energy Plus Group.

5.25 Suppliers and Customers

The Energy Plus Disclosure Schedule lists the 15 largest suppliers of goods and services from whom each member of the Energy Plus Group has purchased goods or services (other than power) during the fiscal year ended December 31, 2020. No such supplier sold goods and services to the applicable member of the Energy Plus Group which represented more than 20% of its annual purchases during such period. None of the suppliers listed in the Energy Plus Disclosure Schedule has advised the Energy Plus Group, either orally or in writing, that it is terminating or considering terminating its relationship with such member of the Energy Plus Group, or considering negotiating its relationship with such member of the Energy Plus Group on terms that would result in a Material Adverse Effect, whether as a result of the completion of the transactions contemplated by this Agreement or otherwise.

5.26 Rights to Use Personal Information

(a) All Personal Information in the possession of the Energy Plus Group has been collected, used and disclosed in compliance with all applicable Privacy Laws in those jurisdictions in which the Energy Plus Group conducts, or is deemed by operation of law in those jurisdictions to conduct, the Energy Plus Business.

(b) Cambridge and North Dumfries has disclosed or made available all Contracts and facts concerning the collection, use, retention, destruction and disclosure of Personal Information by the applicable members of the Energy Plus Group and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any Personal Information by the applicable members of the Energy Plus Group in the continued operation of the Energy Plus Business as conducted before the Closing.

(c) Except as disclosed in the Energy Plus Disclosure Schedule, there are no Claims pending or, to the Knowledge of Cambridge and North Dumfries, threatened, with respect to the collection, use or disclosure of Personal Information by the applicable members of the Energy Plus Group.

5.27 Employees and Employment Contracts

(a) Cambridge and North Dumfries has made available in the Data Room the names, titles and status (active or non-active, and if not active, reason why and period of time not active) of all Energy Plus Group Employees together with particulars of the material terms and conditions of their employment or engagement, including current rates of remuneration, perquisites, commissions, bonus or other incentive compensation (monetary or otherwise), most recent hire date, cumulative years of service, start and end dates of all previous periods of service, benefits, vacation or personal time off entitlements, current positions held and, if available, projected rates of remuneration, and whether the employee is a member of a collective bargaining union or agency and whether the employee is subject to the Energy Plus Collective Agreement.

(b) To the Knowledge of Cambridge and North Dumfries, no Energy Plus Group Employee nor any consultant with whom the applicable members of the Energy Plus Group has contracted, is in violation of any term of any employment contract, contract of engagement, services agreement, proprietary information agreement or any other agreement relating to the right of that individual to be employed, engaged or retained by the applicable members of the Energy Plus Group in any material respect, and, to the Knowledge of Cambridge and North Dumfries, the continued employment or engagement by the members of the Energy Plus Group of the Energy Plus Group Employees will not result in any such violation. No member of the Energy Plus Group has received any notice alleging that any such violation has occurred.

(c) Except as disclosed in the Data Room, all of the Energy Plus Group Employees are employed, engaged or retained for an indefinite term and none are subject to written employment agreements, contracts of engagement or services agreements. Cambridge and North Dumfries has made available in the Data Room true and complete copies of any written employment agreements, contracts of engagement or services agreements of all Energy Plus Group Employees. No officer has given notice, oral or written, of an intention to cease being employed with the Energy Plus Group (other than the pending employee retirements disclosed in the Energy Plus Disclosure Schedule), and no members of the Energy Plus Group intends to terminate the employment of any officer.

(d) The members of the Energy Plus Group have operated in compliance with all Laws relating to employees in all material respects, including employment standards and all Laws relating in whole or in part to the protection of employee health and safety, human rights, labour relations and pay equity. Except as disclosed or referred to in the Energy Plus Disclosure Schedule, there have been no Claims within the past three years nor, to the Knowledge of Cambridge and North Dumfries, are there any threatened complaints, under such Laws against the members of the Energy Plus Group. To the Knowledge of Cambridge and North Dumfries, nothing has occurred which might lead to a Claim or complaint against the members of the Energy Plus Group under any such Laws. There are no outstanding decisions or settlements or pending settlements which place any obligation upon the members of the Energy Plus Group to do or refrain from doing any act.

(e) There is no strike or lockout occurring or affecting, or to the Knowledge of Cambridge and North Dumfries, threatened against any member of the Energy Plus Group.

5.28 Unions

(a) Except as disclosed in the Energy Plus Disclosure Schedule, there are no apparent or, to the Knowledge of Cambridge and North Dumfries, threatened union organizing activities involving Energy Plus Group Employees.

(b) No member of the Energy Plus Group has any labour problems that would reasonably be expected to result in a Material Adverse Effect, or lead to any interruption of operations at any location.

(c) No member of the Energy Plus Group has engaged in any lay-off or other activities within the last three years in respect of the Energy Plus Business that would violate or in any way subject the members of the Energy Plus Group to the group termination or lay-off requirements of the Laws of any jurisdiction that apply to the members of the Energy Plus Group.

(d) Except as disclosed in the Energy Plus Disclosure Schedule, no member of the Energy Plus Group is bound by or a party to, either directly or by operation of law, any collective bargaining agreement (the **"Energy Plus Collective Agreement**") with any trade union or association which might qualify as a trade union, and no trade union, association, council of trade unions, employee bargaining agency or affiliated bargaining agent:

(i) holds bargaining rights with respect to any of the Energy Plus Group Employees by way of certification, interim certification, voluntary recognition, designation or successor rights;

(ii) has, to the Knowledge of Cambridge and North Dumfries, applied to be certified or requested to be voluntarily recognized as the bargaining agent of any of the Energy Plus Group Employees;

(iii) has, to the Knowledge of Cambridge and North Dumfries, applied to have any member of the Energy Plus Group declared a related or successor employer under applicable provincial labour or employment Law; or

(iv) has, to the Knowledge of Cambridge and North Dumfries, filed a complaint or charge under applicable provincial labour or employment Law within the last three years.

5.29 Employee Benefits Matters

(a) Except as disclosed in the Energy Plus Disclosure Schedule, the members of the Energy Plus Group are not:

(i) a party to, bound by or subject to, and do not have any liability or contingent liability relating to, any employment agreement or any other agreement or arrangement relating to Employee Benefits;

(ii) in arrears in the payment of any contribution or assessment required to be made by them pursuant to any agreements or arrangements relating to Employee Benefits; or

(iii) a party to or bound by or subject to any agreement or arrangement with any labour union or employee association in respect of Employee Benefits and

has not made any commitment to or conducted any negotiation or discussion with any labour union or employee association with respect to any future agreement or arrangement in respect of Employee Benefits.

(b) All agreements and arrangements relating to Employee Benefits in respect of Energy Plus Group Employees set forth in the Energy Plus Disclosure Schedule (other than OMERS, with respect to which Cambridge and North Dumfries makes no representation under this Section 5.29(b)) are, and have been, established, registered (where required), and administered without default, in material compliance with (i) the terms thereof; and (ii) all applicable Laws; and no member of the Energy Plus Group has received, in the last four years, any notice from any Person questioning or challenging such compliance (other than in respect of any claim related solely to that Person), nor does Cambridge and North Dumfries have any Knowledge of any such notice from any Person questioning or challenging such compliance beyond the last four years. Except as disclosed in the Energy Plus Disclosure Schedule or the Energy Plus Collective Agreement, there have been no improvements, increases or changes to, or promised improvements, increases or changes to, the benefits provided under any such agreement or arrangement within the last four years, nor does any such agreement or arrangement provide for benefit increases or the acceleration of funding obligations that are contingent upon or will be triggered by the execution of this Agreement or the Closing.

(c) Except as disclosed in Energy Plus Disclosure Schedule, no Energy Plus Group Employee is on long-term disability leave, extended absence or receiving benefits pursuant to the *Workplace Safety and Insurance Act, 1997* (Ontario).

(d) Except as disclosed in the Energy Plus Disclosure Schedule, no agreement or arrangement, other than OMERS, provides benefits beyond retirement or other termination of service to employees or former employees of any member of the Energy Plus Group or to the beneficiaries or dependants of such employees or former employees. Other than OMERS, no such agreement or arrangement requires or permits a retroactive increase in premiums or payments.

(e) All assessments under the *Workplace Safety and Insurance Act, 1997* (Ontario) in relation to the Energy Plus Business have been paid or accrued and no member of the Energy Plus Group is subject to any special or penalty assessment under such legislation which has not been paid.

5.30 Pension Plans

(a) Except as disclosed in the Energy Plus Disclosure Schedule, OMERS is the only pension or retirement plan or arrangement in which Energy Plus Group Employees participate and/or to which the Energy Plus Group contributes as a participating employer.

(b) All obligations of the Energy Plus Group to or under OMERS (whether pursuant to the terms thereof or any applicable Laws) have been satisfied, and there are no outstanding defaults or violations thereunder by any member of the Energy Plus Group or by any predecessor thereof.

(c) There are no going concerns with respect to unfunded actuarial liabilities, past service unfunded liabilities or solvency deficiencies respecting the Energy Plus Group's participation in OMERS.

(d) All employee data necessary to administer the Energy Plus Group's participation in OMERS and any other agreement or arrangement listed in the Energy Plus Disclosure Schedule is in the possession of the Energy Plus Group and is complete, correct and in a form which is sufficient for the proper administration of the Energy Plus Group's participation in OMERS in accordance with the terms thereof and all applicable Laws.

(e) All employer or employee payments, contributions or premiums required to be remitted or paid by the Energy Plus Group to or in respect of OMERS have been paid or remitted in a timely fashion in accordance with the terms thereof and all Laws, and no Taxes, penalties or fees are owing or exigible on any member of the Energy Plus Group under OMERS.

5.31 Insurance Policies

The Energy Plus Disclosure Schedule lists all Insurance Policies, and also specifies the insurer, the amount of the coverage, the type of insurance, the policy number and any pending Claims with respect to each such Insurance Policy. The Insurance Policies insure all the property and assets of the Energy Plus Group against Loss by all insurable hazards of risk commonly insured against in the industry. All Insurance Policies are in full force and effect and no member of the Energy Plus Group:

(a) is in default, whether as to the payment of premiums or otherwise, under any material term or condition of any of the Insurance Policies; or

(b) has failed to give notice or present any Claim under any of the Insurance Policies in a due and timely fashion.

5.32 Litigation

(a) Except as disclosed or referred to in the Energy Plus Disclosure Schedule, there are no Claims, whether or not purportedly on behalf of Energy Plus Group, pending, commenced, or, to the Knowledge of Cambridge and North Dumfries, threatened, which might reasonably be expected to have a Material Adverse Effect on any member of the Energy Plus Group or which might involve the possibility of an Encumbrance against the assets of any member of the Energy Plus Group.

(b) There is no outstanding judgment, decree, order, ruling or injunction involving any member of the Energy Plus Group or relating in any way to the transactions contemplated by this Agreement.

5.33 Withholding

Each member of the Energy Plus Group has withheld from each payment made to any of its past or present employees, officers or directors, and to any non-resident of Canada, the amount of all Taxes and other deductions required to be withheld therefrom, including all employee and employer portions for Workers' Compensation, Canada Pension Plan, Employer Health Tax and Employment Insurance and has paid the same to the proper Governmental Authority within the time required under any applicable Laws.

5.34 No Expropriation

No property or asset of any member of the Energy Plus Group has been taken or expropriated by any Governmental Authority within the last five years, and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the Knowledge of Cambridge and North Dumfries, is there any intent or proposal to give any notice or commence any proceeding in respect of any such expropriation.

5.35 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of any member of the Energy Plus Group's obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will:

(a) result in or constitute a breach of any term or provision of, or constitute a default under, the Corporate Articles or the by-laws of such entity, or any Contract to which such entity is a party or by which any of such entity's undertakings, property or assets is bound or affected;

(b) subject to obtaining the third party consents contemplated by Section 7.3(c), constitute an event which would permit any party to any Material Contract with Energy Plus Group to terminate or sue for damages with respect to that Material Contract, or to accelerate the maturity of any indebtedness of Energy Plus Group, or other obligation of Energy Plus Group under that Material Contract;

(c) subject to obtaining the regulatory approvals set forth in Article 9, contravene any applicable Law; or

(d) contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

5.36 Restrictive Covenants

No member of the Energy Plus Group is a party to, or bound or affected by, any Contract containing any covenant expressly limiting its ability to compete in any line of business or to

transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on the Energy Plus Business carried on by the applicable member of the Energy Plus Group.

5.37 Energy Plus Group Business

The business of the Energy Plus Group is limited to the Energy Plus Business.

5.38 Compliance with Privacy Laws

With respect to the Energy Plus Business:

(a) Each member of the Energy Plus Group has made available to Brantford the Privacy Statements contained in the Energy Plus Disclosure Schedule.

(b) Each member of the Energy Plus Group: (i) complies with the Privacy Statements with respect to all personal information collected, used and/or disclosed by each member of the Energy Plus Group; (ii) complies with all applicable Privacy Laws; and (iii) takes appropriate measures to protect and maintain the security of the personal information in the possession of each member of the Energy Plus Group and/or which each member of the Energy Plus Group has access.

(c) The change of control of each member of the Energy Plus Group pursuant to the terms of this Agreement and the transactions contemplated hereunder (including the disclosures made by each member of the Energy Plus Group in the course of the due diligence in anticipation of the transactions contemplated by this Agreement), is in compliance with the terms of the Privacy Statement and all applicable Privacy Laws.

(d) All Personal Information disclosed to each member of the Energy Plus Group pursuant to the transaction contemplated by this Agreement relates directly to the part of Energy Plus Business that is covered by the transactions contemplated by this Agreement.

(e) No member of the Energy Plus Group is aware of any complaint made or any audit, investigation, claim or proceeding including court proceeding against any member of the Energy Plus Group by the Office of the Privacy Commissioner of Canada or any other Governmental Authority, or by any Person in respect of the collection, retention, use, disclosure, safeguarding or distribution of Personal Information by any Person in connection with the Energy Plus Business, nor is any member of the Energy Plus Group aware of any facts which may give rise to any such complaint or audit, proceeding, investigation or claim.

(f) All Electronic Addresses have been acquired, maintained, updated (including operationalizing opt-out requests) and stored, and all Electronic Messages sent and/or delivered by or on behalf of each member of the Energy Plus Group have been sent and/or delivered, in accordance with all applicable Laws, including but not limited to Anti-Spam Laws and Privacy Laws.

(g) In the last five years, there has been no unauthorized access, use, intrusion or breach of security, or failure, breakdown, performance reduction or other adverse event affecting any Energy Plus Group Systems, that has caused or could reasonably be expected to cause any: (i) substantial disruption of or interruption in or to the use of such Energy Plus Group Systems or the conduct of the Energy Plus Business; (ii) loss, destruction, damage or harm of or to any member of the Energy Plus Group or its respective operations, personnel, property or other assets; or (iii) liability of any kind to the applicable member of the Energy Plus Group. Each member of the Energy Plus Group has taken reasonable actions, consistent with applicable industry practices, to protect the integrity and security of Energy Plus Group Systems and the data and other information stored thereon.

(h) Each member of the Energy Plus Group maintains commercially reasonable back-up and data recovery, disaster recovery and business continuity plans, procedures and facilities, acts in material compliance therewith, and tests such plans and procedures on a regular basis, and such plans and procedures have been proven effective upon such testing.

(i) Each member of the Energy Plus Group maintains policies and procedures regarding data security and privacy that are intended to ensure that each member of the Energy Plus Group is in compliance with all applicable Laws and that are consistent with or exceed customary industry practices. Each member of the Energy Plus Group is, and has been, in compliance in all material respects with (i) such foregoing policies and procedures, and (ii) all applicable data protection laws or Privacy Laws governing the use, collection, storage, disclosure and transfer of any personally identifiable information of third parties collected by each member of the Energy Plus Group. There have not been any (1) losses or thefts of data or security breaches relating to data used or stored in the Energy Plus Business, (2) violations of any security policy regarding any such data, (3) unauthorized access or unauthorized use of any such data, or (4) unintended or improper disclosure of any personally identifiable information in the possession, custody or control of each member of the Energy Plus Group or a contractor or agent acting on behalf of each member of the Energy Plus Group. There have not been any written complaints, written notices or legal proceedings or other written claims related to any of the foregoing in clauses (ii) or (1) through (4) above. Without limiting the foregoing, each member of the Energy Plus Group and its operation of the Energy Plus Business complies in all material respects with all Privacy Laws applicable thereto, and there is no action, suit, claim, proceeding or investigation pending, or, nor to the Knowledge of Cambridge and North Dumfries, threatened against each member of the Energy Plus Group alleging any failure by each member of the Energy Plus Group to comply with any such Laws.

5.39 Matters with Respect to GRE

To the actual knowledge of management of Energy Plus Solutions, without any duty of further inquiry, the representations and warranties contained in Sections 5.1 (Residence), 5.2 (Regulatory Approvals), 5.3 (Consents), 5.5 (Corporate Existence), 5.7 (Capacity and Powers), 5.8

(Jurisdictions), 5.9 (Options, Etc.), 5.13 (Tax Matters), 5.17 (Title to and Condition of Assets), 5.18(g) (Real Property), 5.23 (Compliance with Laws, Permits), 5.24 (Environmental Conditions), 5.26 (Rights to Use Personal Information), 5.32 (Litigation), 5.33 (Withholding), 5.34 (No Expropriation), 5.35(Absence of Conflict), 5.36 (Restrictive Covenants) and 5.38 (Compliance with Privacy Laws) would, if made with respect GRE, with references in such representations and warranties to the Energy Plus Business being deemed for such purpose to be references to GRE's business, *mutatis mutandis*, be true and correct.

ARTICLE 6
COVENANTS

6.1 Covenants of Brantford

(a) **Conduct of Business Before Closing.** During the period beginning on the date of this Agreement and ending at the Closing Time, Brantford will cause the BEC Group:

(i) to conduct the BEC Business in the ordinary course substantially consistent with past practice (except as may be otherwise required or contemplated by the provisions of this Agreement or with the prior written consent of Cambridge and North Dumfries, which shall not be unreasonably withheld);

(ii) except as required by the terms of and in accordance with the BEC Collective Agreement (including as may be required in connection with the renewal of the BEC Collective Agreement) or applicable Law, or with the prior written consent of Cambridge and North Dumfries, which shall not be unreasonably withheld, to refrain from:

(A) hiring, engaging or retaining any new employees or independent contractors to be employed, engaged or retained in connection with the BEC Business except for the engagement of new independent contractors with a term of no greater than 9 months and compensation that does not exceed an aggregate of $75,000 per independent contractor;

(B) terminating any BEC Group Employees or transferring any BEC Group Employees to any other position;

(C) increasing remuneration of BEC Group Employees before the Closing Date, except as consistent with its past practice; and

(D) taking any action to materially amend any Contract with any BEC Group Employee;

(iii) except with the prior written consent of Cambridge and North Dumfries (which shall not be unreasonably withheld), to refrain from entering into any Material Contract;

(iv) to continue in full force the Insurance Policies;

(v) to comply in all material respects with all Laws applicable the BEC Business; and

(vi) to apply for, maintain in good standing and renew all Permits.

(b) **Access for Investigation**

(i) Brantford will, and will cause the BEC Group to, permit Cambridge and North Dumfries through its authorized Representatives, until the Closing Date, to have reasonable access during normal business hours to the BEC Group Owned Lands and the BEC Group Leased Premises and to all the Books and Records of the BEC Group and to the properties and assets of the BEC Group.

(ii) Brantford and the BEC Group will co-operate in good faith in arranging any such meetings as Cambridge and North Dumfries may reasonably request with:

(A) management of the BEC Group employed in the BEC Business; and

(B) suppliers, distributors, service providers or others who have a business relationship with the BEC Group in respect of the BEC Business.

(iii) Brantford will also furnish to Cambridge and North Dumfries any financial and operating data and other information with respect to the BEC Business as Cambridge and North Dumfries reasonably requests to enable confirmation of the accuracy of the matters represented and warranted in Article 4.

(iv) Cambridge and North Dumfries will be provided ample opportunity to make a full investigation of all aspects of the financial affairs of the BEC Group.

(v) The exercise of any rights of inspection by or on behalf of Cambridge and North Dumfries under this Section 6.1(b) shall not mitigate or otherwise affect any of the representations and warranties of Brantford hereunder, which will continue in full force and effect as provided in Article 8.

(c) **Termination of BPI Shareholder Declaration.** Before Closing, Brantford shall terminate the BPI Shareholder Declaration.

(d) **Articles of Amalgamation.** Immediately before Closing, Brantford shall cause the applicable members of the BEC Group to execute, deliver and duly file under the OBCA the articles of amalgamation that give effect to the Amalgamations.

(e) **Disclosure Supplements.** During the period beginning on the date of this Agreement and ending at the Closing Time, Brantford will promptly notify Cambridge and North Dumfries with respect to any matter, condition or occurrence arising which, if existing at or occurring before or on the date of this Agreement, would have been required to be set out or described in the Brantford Disclosure Schedule. The Parties will use commercially reasonable efforts to resolve any issues arising from any such notification, including if necessary amending this Agreement. Where the Parties fail to resolve any such issues and where the effect of such notification would reasonably be expected to cause a Material Adverse Effect in respect of Amalco Holdco, then at the option of any Party, exercisable by written notice to each of the other Parties, this Agreement will terminate and be of no further force and effect with no liability to any of the Parties. Notification under this Section 6.1(e) will not, in any case, be deemed to cure any breach of any representation or warranty made in this Agreement or have any effect on the right of Cambridge and North Dumfries to indemnity provided for in under this Agreement or have any effect for the purpose of determining the satisfaction of the conditions set out in Article 7 or the compliance by Brantford with any covenants or agreements contained in this Agreement.

(f) **Brantford Promissory Notes.** Immediately prior to Closing: (i) BEC will, with the approval of Brantford, and in consideration of the issuance by BPI and BHI to BEC of additional common shares in such corporations, assume BHI's and BPI's liabilities under the Brantford Promissory Notes; (ii) Brantford will commit to BEC by way of subscription agreement to invest an amount equal to all outstanding principal under the Brantford Promissory Notes in additional common shares of BEC; and (iii) the amount of Brantford's committed investment under the subscription agreement shall be set off against the outstanding principal under the Brantford Promissory Notes, and the additional common shares of BEC referred to in clause (ii) shall be issued to Brantford and the Brantford Promissory Notes shall be cancelled.

(g) **Excluded Assets.** Prior to Closing, BPI will transfer the Excluded Assets to:

(i) a third party acting at arm's length (as such term is used in the ITA) to the BEC Group; or

(ii) Brantford or a Subsidiary of Brantford as a dividend in kind or in such other manner as BPI, BEC and Brantford may determine, provided that if Excluded Assets are transferred by way of a dividend in kind the deemed price for tax, accounting and regulatory purposes shall be equal to the greater of the market price (as determined by an independent, accredited appraiser acceptable to Cambridge and North Dumfries, each acting

reasonably) and the net book value, and, as applicable, in accordance with the Affiliate Relationships Code,

and some or all of the proceeds of such transfer(s) may be distributed by BPI by way of dividend to BEC, which may distribute by way of dividend some or all of the proceeds of such BPI dividend to Brantford.

(h) **Excluded Debt.** Prior to Closing, BPI will repay all of the Excluded Debt and any Make-Whole Payment and arrange for the release and discharge of all Encumbrances held by Infrastructure Ontario and Lands Corporation as security for Excluded Debt.

6.2 Covenants of Cambridge and North Dumfries

(a) **Conduct of Business Before Closing.** During the period beginning on the date of this Agreement and ending at the Closing Time, Cambridge and North Dumfries will cause the Energy Plus Group:

(i) to conduct the Energy Plus Business in the ordinary course substantially consistent with past practice (except as may be otherwise required or contemplated by the provisions of this Agreement or with the prior written consent of Brantford, which shall not be unreasonably withheld);

(ii) except as required by the terms of and in accordance with the Energy Plus Collective Agreement (including as may be required in connection with the renewal of the Energy Plus Collective Agreement) or applicable Law, or with the prior written consent of Brantford, which shall not be unreasonably withheld, to refrain from:

(A) hiring, engaging or retaining any new employees or independent contractors to be employed, engaged or retained in connection with the Energy Plus Business except for new independent contractors with a term of no greater than 9 months and compensation that does not exceed an aggregate of $75,000 per independent contractor;

(B) terminating any Energy Plus Group Employees or transferring any Energy Plus Group Employees to any other position;

(C) increasing remuneration of Energy Plus Group Employees before the Closing Date, except as consistent with its past practice; and

(D) taking any action to materially amend any Contract with any Energy Plus Group Employee;

(iii) except with the prior written consent of Cambridge and North Dumfries (which shall not be unreasonably withheld), to refrain from entering into any Material Contract;

(iv) to continue in full force the Insurance Policies;

(v) to comply in all material respects with all Laws applicable the Energy Plus Business; and

(vi) to apply for, maintain in good standing and renew all Permits.

(b) **Access for Investigation**.

(i) Cambridge and North Dumfries will, and will cause the Energy Plus Group to, permit Brantford through its authorized Representatives, until the Closing Date, to have reasonable access during normal business hours to the Energy Plus Group Owned Lands and the Energy Plus Group Leased Premises and to all the Books and Records of the Energy Plus Group and to the properties and assets of the Energy Plus Group.

(ii) Cambridge and North Dumfries and the Energy Plus Group will co-operate in good faith in arranging any such meetings as Brantford may reasonably request with:

(A) management of the Energy Plus Group employed in the Energy Plus Business; and

(B) suppliers, distributors, service providers or others who have a business relationship with the Energy Plus Group in respect of the Energy Plus Business.

(iii) Cambridge and North Dumfries will also furnish to Brantford any financial and operating data and other information with respect to the Energy Plus Business as Brantford reasonably requests to enable confirmation of the accuracy of the matters represented and warranted in Article 5.

(iv) Brantford will be provided ample opportunity to make a full investigation of all aspects of the financial affairs of the Energy Plus Group.

(v) The exercise of any rights of inspection by or on behalf of Brantford under this Section 6.2(b) shall not mitigate or otherwise affect any of the representations and warranties of Cambridge and North Dumfries hereunder, which will continue in full force and effect as provided in Article 8.

(c) **Termination of Energy Plus Shareholder Agreement.** Before Closing, Cambridge and North Dumfries shall terminate the Energy Plus Shareholder Agreement.

(d) **Articles of Amalgamation.** Immediately before Closing, Cambridge and North Dumfries shall cause the applicable members of the Energy Plus Group to execute,

deliver and duly file under the OBCA the articles of amalgamation that give effect to the Amalgamations.

(e) **Disclosure Supplements.** During the period beginning on the date of this Agreement and ending at the Closing Time, Cambridge and North Dumfries will promptly notify Brantford with respect to any matter, condition or occurrence arising which, if existing at or occurring before or on the date of this Agreement, would have been required to be set out or described in the Energy Plus Disclosure Schedule. The Parties will use commercially reasonable efforts to resolve any issues arising from any such notification, including if necessary amending this Agreement. Where the Parties fail to resolve any such issues and where the effect of such notification would reasonably be expected to cause a Material Adverse Effect in respect of Amalco Holdco, then at the option of any Party, exercisable by written notice to each of the other Parties, this Agreement will terminate and be of no further force and effect with no liability to any of the Parties. Notification under this Section 6.2(e) will not, in any case, be deemed to cure any breach of any representation or warranty made in this Agreement or have any effect on the right of Cambridge and North Dumfries to indemnity provided for in under this Agreement or have any effect for the purpose of determining the satisfaction of the conditions set out in Article 7 or the compliance by Cambridge and North Dumfries with any covenants or agreements contained in this Agreement.

6.3 Mutual Covenants

(a) **Actions to Satisfy Closing Conditions.** Each Party will take or cause to be taken all actions that are within its power to control, and will make all commercially reasonable best efforts to cause other actions to be taken which are not within its power to control, so as to ensure its compliance with, and satisfaction of, all conditions in Article 7 that are for the benefit of the other Parties.

(b) **Personal Information.** The collection, use and disclosure of Personal Information by any of the Parties before the Closing is restricted to those purposes that relate to the transactions contemplated by this Agreement or to other purposes as may be permitted by applicable Law.

(c) **Confidentiality**.

(i) The Parties shall treat as confidential this Agreement, the terms and conditions set out herein and all information provided to one another in accordance with this Agreement. All such information shall be deemed received pursuant to the terms of the Confidentiality Agreement, be kept in the strictest confidence and not divulged to any unrelated third party or used by any Party other than in accordance with the Confidentiality Agreement.

(ii) Each Party that is not a party to or bound by the Confidentiality Agreement hereby agrees, covenants and acknowledges to be bound by the terms and conditions of the Confidentiality Agreement as if it was an original

signatory thereto and acknowledges having received a copy of the Confidentiality Agreement on or before the date of this Agreement. Notwithstanding any other provision of this Agreement, nothing shall prevent the disclosure of any agreement or information, and no party shall be held liable for the disclosure of any agreement or information, if and to the extent that any such disclosure is required by applicable Law, including the *Municipal Act, 2001* (Ontario) and the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

(d) **Amalco Holdco Shareholders Agreement and Amended and Restated Shared Services and Obligations Agreement**. On Closing each of Brantford, Cambridge, North Dumfries, Amalco Holdco and LDC Amalco shall execute and deliver the Shareholders Agreement and Brantford and LDC Amalco shall enter into an Amended and Restated Shared Services and Obligations Agreement in the form of Exhibit B which shall replace and supercede the Shared Services Agreement.

(e) **Equity Issuances/Dividends**.

(i) Except as contemplated by Section 6.1(f), Brantford shall ensure that no member of the BEC Group issues any additional equity at any time prior to the Closing Time.

(ii) Cambridge and North Dumfries shall ensure that no member of the Energy Plus Group issues any additional equity at any time prior to the Closing Time.

(iii) Cambridge and North Dumfries shall continue to accept payment of all dividends declared by Energy Plus Holdings in the ordinary course in accordance with past practice (and shall not defer payment of same) or dividends declared for the purpose of meeting the target closing amounts set forth in Section 2.5.

(iv) Brantford shall continue to accept payment of all dividends declared by BEC in the ordinary course in accordance with past practice (and shall not defer payment of same) or dividends declared for the purpose of meeting the target closing amounts set forth in Section 2.5.

(f) **Location of Facilities**. Amalco Holdco will operate in compliance with Schedule E with respect to the location of its facilities, functions and personnel for a period of seven (7) years from the date of Closing, provided that, two years from the date of Closing, Amalco Holdco shall retain an independent consultant to assess whether efficiencies might be gained for Amalco Holdco by allocating functions and locating facilities and personnel in a manner other than that provided for in Schedule E and to deliver a confidential report setting out such assessment, and conclusions relating thereto, to Amalco Holdco, Brantford, Cambridge and North Dumfries within four months following such retainer. The contents of such report shall not be disclosed to any persons other than councillors, directors, officers and

advisors of Amalco Holdco, Brantford, Cambridge and North Dumfries without the consent of all four such parties.

ARTICLE 7
CLOSING CONDITIONS

7.1 Conditions for the Benefit of Cambridge and North Dumfries

The obligation of Cambridge and North Dumfries to complete the Amalgamations is subject to the fulfilment of the following conditions at or before the Closing Time:

(a) **Representations, Warranties and Covenants.** The representations and warranties of Brantford made in this Agreement or in any other agreement or document delivered pursuant to this Agreement will be true and accurate at the Closing Time with the same force and effect as though those representations and warranties had been made as of the Closing Time. At Closing, Brantford and the members of the BEC Group will have performed or complied with all covenants and agreements agreed to be performed or complied with by them under this Agreement and any other agreement or document delivered pursuant to this Agreement at or before the Closing Time. In addition, each of Brantford and each of the members of the BEC Group will have delivered to Cambridge and North Dumfries a certificate of a senior officer confirming the same. The receipt of those certificates and the completion of the Closing will not be deemed to constitute a waiver of any of the representations, warranties or covenants of Brantford or the members of the BEC Group contained in this Agreement or in any other agreement or document delivered pursuant to this Agreement. Those representations, warranties and covenants will continue in full force and effect as provided in Article 8, or, if Article 8 does not apply, the terms of the agreement or document in which they are made.

(b) **No Material Adverse Effect.** Since the date of this Agreement there will not have been any change in any of the assets, financial condition, earnings, results of operations or prospects of the BEC Group, or in the BEC Business (whether or not covered by insurance) that has had, or might reasonably be expected to have, a Material Adverse Effect.

(c) **Consents and Regulatory Approvals**. All filings, notifications, approvals and consents with, to or from Governmental Authorities and third parties, including the parties to the Material Contracts and the lessors of the BEC Group Leased Premises, will have been made, given or obtained on terms acceptable to BEC, acting reasonably, so that the transactions contemplated by this Agreement may be completed without resulting in the violation of, or a default under, or any termination, amendment or acceleration of any obligation under any Permit, BEC Real Property Lease, or Material Contract of or affecting the BEC Business, including the OEB Approval and the Competition Act Approval.

(d) **No Transfer Tax.** No Transfer Tax shall be payable by any Party to the Ontario Electricity Financial Corporation in connection with transactions contemplated by this Agreement.

7.2 Waiver or Termination by Cambridge and North Dumfries

The conditions contained in Section 7.1 are inserted for the exclusive benefit of Cambridge and North Dumfries and may be waived in whole or in part by them at any time without prejudice to any of their rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 7.1 are not fulfilled or complied with by the time that is required under this Agreement, Cambridge and North Dumfries (acting jointly) may, at or before the Closing Time, terminate this Agreement by notice in writing after that time to Brantford. In that event, all Parties will be released from all obligations under this Agreement (except as set out in Section 8.3).

7.3 Conditions for the Benefit of Brantford

The obligation of Brantford to complete the Amalgamations and the other transactions contemplated by this Agreement is subject to the fulfilment of the following conditions at or before the Closing Time:

(a) **Representations, Warranties and Covenants**. The representations and warranties of Cambridge and North Dumfries made in this Agreement or in any other agreement or document delivered pursuant to this Agreement will be true and accurate at the Closing Time with the same force and effect as though those representations and warranties had been made as of the Closing Time. At Closing, Cambridge, North Dumfries and the members of the Energy Plus Group will have performed or complied with all covenants and agreements agreed to be performed or complied with by them under this Agreement and any other agreement or document delivered pursuant to this Agreement at or before the Closing Time. In addition, each of Cambridge, North Dumfries and the applicable members of the Energy Plus Group will have delivered to Brantford a certificate of a senior officer of Cambridge, North Dumfries and the members of the Energy Plus Group confirming the same. The receipt of those certificates and the completion of the Closing will not be deemed to constitute a waiver of any of the representations, warranties or covenants of Cambridge, North Dumfries or the members of the Energy Plus Group contained in this Agreement or in any other agreement or document delivered pursuant to this Agreement. Those representations, warranties and covenants will continue in full force and effect as provided in Article 8 or, if Article 8 does not apply, the terms of the agreement or document in which they are made.

(b) **No Material Adverse Effect.** Since the date of this Agreement there will not have been any change in any of the assets, financial condition, earnings, results of operations or prospects of Cambridge, North Dumfries, the Energy Plus Group or the Energy Plus Business (whether or not covered by insurance) that has had, or might reasonably be expected to have, a Material Adverse Effect.

(c) **Consents and Regulatory Approvals.** All filings, notifications, approvals and consents with, to or from Governmental Authorities and third parties, including the parties to the Material Contracts and the lessors of the Energy Plus Group Leased Premises, will have been made, given or obtained on terms acceptable to Brantford, acting reasonably, so that the transactions contemplated by this Agreement may be completed without resulting in the violation of, or a default under, or any termination, amendment or acceleration of any obligation under any Permit, Energy Plus Group Real Property Lease, or Material Contract of or affecting the Energy Plus Business, including the OEB Approval and the Competition Act Approval.

(d) **No Transfer Tax.** No Transfer Tax shall be payable by any Party to the Ontario Electricity Financial Corporation in connection with the transactions contemplated by this Agreement.

7.4 Waiver or Termination by Brantford

The conditions contained in Section 7.3 are inserted for the exclusive benefit of Brantford and may be waived in whole or in part by it at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 7.3 are not fulfilled or complied with by the time that is required under this Agreement, Brantford may, at or before the Closing Time, terminate this Agreement by notice in writing after that time to Cambridge and North Dumfries. In that event, all Parties will be released from all obligations under this Agreement (except as set out in Section 8.3).

7.5 Condition Precedent

The Amalgamations are subject to the following condition to be fulfilled at or before the Closing Time, which condition is a true condition precedent to the completion of the transactions contemplated by this Agreement:

(a) No order of any Governmental Authority will be in force, and no action or proceeding will be pending or threatened by any Person:

(i) to restrain or prohibit the completion of the transactions contemplated in this Agreement, including the Amalgamations;

(ii) to restrain or prohibit the carrying on of the Energy Plus Business or the BEC Business, respectively; or

(iii) which would have a Material Adverse Effect (taken as a whole) on the BEC Group or on the Energy Plus Group (taken as a whole).

If this condition precedent has not been fulfilled at or before the Closing Time, unless otherwise agreed by the Parties in writing, this Agreement will be terminated and the Parties will be released from all obligations under this Agreement (except as set out in Section 8.3).

7.6 Termination

(a) This Agreement may be terminated at any time prior to Closing by mutual written consent of Brantford, Cambridge and North Dumfries.

(b) This Agreement may be terminated by Cambridge and North Dumfries or Energy Plus Holdings, on the one hand, or Brantford or BEC, on the other hand, by written notice to the other Parties if the Closing contemplated by this Agreement shall have not occurred on or before the earlier of (a) the second anniversary of the date of this Agreement, (b) 90 days following OEB Approval and (c) within 60 days following an Adverse Determination if the Parties cannot agree on any amendments to this Agreement. Upon such termination the Parties shall be released from all obligations then remaining under this Agreement, other than the obligations contained in Sections 6.3, 11.3 and 11.8 provided that the right to terminate this Agreement under this Section 7.6(b) shall not be available to a Party if the acts or omissions of that Party or any of its Affiliates have been the cause of, or result in, the failure of the Closing to occur on or before such date.

(c) If any condition in Section 7.1 or 7.5 is not satisfied on or before the Closing Date, Cambridge and North Dumfries or Energy Plus Holdings may, by notice to the other Parties, terminate this Agreement and thereupon the Parties shall be released from all obligations then remaining under this Agreement, other than the obligations contained in Sections 6.3, 11.3 and 11.8; provided that Cambridge and North Dumfries, Energy Plus Holdings or Energy+ may also bring a Direct Claims against Brantford, BEC, BPI and BHI in accordance with Section 8.8 for Losses asserted against or suffered by Cambridge and North Dumfries, Energy Plus Holdings and Energy+, or any of them, as a result of the failure to complete the Amalgamations, where the non-performance or non-conformance of the relevant condition is as a result of a breach of covenant, representation or warranty by Brantford, BEC, BPI or BHI.

(d) If any condition in Section 7.3 or 7.5 is not satisfied on or before the Closing Date, Brantford or BEC may, by notice to the other Parties, terminate this Agreement and thereupon the Parties shall be released from all obligations then remaining under this Agreement, other than the obligations contained in Sections 6.3, 11.3 and 11.8; provided that Brantford, BEC BPI or BHI may also bring a Direct Claim against Cambridge and North Dumfries, Energy Plus Holdings and Energy + in accordance with Section 8.8 for Losses asserted against or suffered by Brantford, BEC, BPI, BHI or any of them, as a result of the failure to complete the Amalgamations, where the non-performance or non-conformance of the relevant condition is as a result of a breach of covenant, representation or warranty by Cambridge, North Dumfries, Energy Plus Holdings or Energy +.

ARTICLE 8
SURVIVAL AND INDEMNIFICATION

8.1 Survival of Covenants and Representations and Warranties

All of the covenants and representations and warranties contained in this Agreement and in any other agreement or document delivered pursuant to this Agreement, including this Article 8, will survive the Closing.

8.2 Survival Following Termination

If this Agreement is terminated at or before the Closing Time pursuant to Sections 6.1(e)6.1(f), 7.2, 7.4 or 7.5, the provisions of Section 6.3(c) will remain in full force and effect.

8.3 Mutual Indemnifications for Breaches of Warranty, etc.

Subject to the remaining provisions of this Article 8:

(a) Cambridge and North Dumfries agree that if Cambridge, North Dumfries or any member of the Energy Plus Group fails to observe or perform any covenant or obligation to be complied with or performed by them in this Agreement, or breach any of their representations and warranties contained in this Agreement (an **"Energy Plus Failure"**), Cambridge and North Dumfries will jointly and severally indemnify and hold harmless Brantford from and against the full amount of any Loss which Brantford may suffer as a result of such Energy Plus Failure; and

(b) Brantford agrees that if Brantford or any member of the BEC Group fails to observe or perform any covenant or obligation to be complied with or performed by them in this Agreement, or breach any of their representations and warranties contained in this Agreement (a **"Brantford Failure"**), Brantford will indemnify and hold harmless Cambridge and North Dumfries from and against the full amount of any Loss which it/they may suffer as a result of such Brantford Failure;

(the Party or Parties making a Claim for indemnification under any provision of this Article 8 being the **"Indemnified Party"**, and the Party or Parties providing indemnification being the **"Indemnifying Party"** for the purposes of this Article 8).

8.4 Limitation on Mutual Indemnification

The indemnification obligations of Cambridge and North Dumfries (on the one hand) and Brantford (on the other hand) pursuant to Section 8.3 are:

(a) limited to the sum of $15,000,000, in the aggregate, in the case of all Brantford Failures, but there will be no limit with respect to any indemnification arising as a consequence of fraud, wilful misrepresentation or gross negligence on the part of Brantford or any member of the BEC Group;

(b) limited to the sum of $15,000,000, in the aggregate, in the case of all Energy Plus Failures, but there will be no limit with respect to any indemnification arising as a consequence of fraud, wilful misrepresentation or gross negligence on the part of Cambridge, North Dumfries or any member of the Energy Plus Group; and

(c) not applicable to indemnify an Indemnified Party unless and until the aggregate of all of its Indemnity Claims exceeds $250,000, in which case, the Indemnifying Party will be obligated to pay the entire amount owing in respect of those Claims without a deductible.

8.5 Cost Reimbursement and Indemnity for Excluded Assets

Brantford will reimburse the applicable members of the BEC Group for all costs and expenses incurred by each of them in connection with the transfers of the Excluded Assets described in Section 6.1(g). In addition, Brantford will indemnify and save harmless Amalco Holdco and LDC Amalco from and against the full amount of any Loss (including for certainty any liabilities for Taxes) arising from the transfers of the Excluded Assets and dividends described in Section 6.1(g). For the avoidance of doubt, the foregoing indemnification obligation of Brantford shall not be subject to the limitations set out in Section 8.4. For the avoidance of doubt, a reimbursement or indemnification as described in this Section 8.5 may be effected through a reduction in the sale proceeds distributed to Brantford as described in Section 6.1(g).

8.6 Notice of Claim

If an Indemnified Party becomes aware of a Loss or potential Loss in respect of which the Indemnifying Party has agreed to indemnify it under this Agreement, the Indemnified Party will promptly give written notice (an **"Indemnity Notice"**) of its Claim or potential Claim for indemnification (an **"Indemnity Claim"**) to the Indemnifying Party. An Indemnity Notice must specify whether the Indemnity Claim arises as the result of a Claim made against the Indemnified Party by a person who is not a Party (a **"Third Party Claim"**) or as a result of a Loss that was suffered directly by an Indemnified Party (a **"Direct Claim"**), and must also specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Indemnity Claim; and

(b) the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive an Indemnity Notice of an Indemnity Claim in time to effectively contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any Loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give an Indemnity Notice on a timely basis.

8.7 Time Limits for Notice

(a) Subject to, and other than for Indemnity Claims in respect of which a different time period is expressly set out in the remaining provisions of this Section 8.7, no Indemnity Claim may be made under Section 8.3 unless an Indemnity Notice of

that Indemnity Claim is delivered to the Indemnifying Party within 18 months after the Closing Date or, in respect of an Indemnity Claim.

(b) No Indemnity Claim arising out of a breach by Brantford of Section 4.13, or the indemnity obligations of Brantford under Section 8.5, may be made unless an Indemnity Notice of that Indemnity Claim is delivered to Brantford within 180 days after the last day upon which any of the relevant Governmental Authorities is entitled to assess or reassess the BEC Group with respect to any Tax, having regard to any waivers given by the BEC Group in respect of Tax, and any entitlement of a Governmental Authority to assess or reassess in the event of fraud or misrepresentation or attributable to neglect, carelessness or wilful default.

(c) No Indemnity Claim arising out of a breach by Cambridge and North Dumfries of Section 5.13 may be made unless an Indemnity Notice of that Indemnity Claim is delivered to Cambridge and North Dumfries within 180 days after the last day upon which any of the relevant Governmental Authorities is entitled to assess or reassess the Energy Plus Group with respect to any Tax, having regard to any waivers given by the Energy Plus Group in respect of Tax, and any entitlement of a Governmental Authority to assess or reassess in the event of fraud or misrepresentation or attributable to neglect, carelessness or wilful default.

(d) An Indemnity Notice of an Indemnity Claim may be delivered to the Indemnifying Party at any time with respect to the following (subject to the applicable statute of limitations):

(i) a breach of the representations and warranties contained in Sections 3.1 (Corporate Existence), 3.2 (Capacity to Enter Agreement), 3.3 (Binding Obligation) or 3.4 (Absence of Conflict);

(ii) a breach of the representations and warranties of Brantford contained in Sections 4.4 (Share Ownership, Etc.), 4.5 (Corporate Existence of the BEC Group), 4.7 (Capacity and Powers of the BEC Group), 4.9 (Options, Etc.) or 4.35 (Absence of Conflict);

(iii) a breach of the representations and warranties of Cambridge and North Dumfries contained in Section 5.4 (Share Ownership, Etc.), 5.5 (Corporate Existence of the Energy Plus Group), 5.7 (Capacity and Powers of the Energy Plus Group), 5.9 (Options, Etc.) or 5.35 (Absence of Conflict);

(iv) a breach of any of the Indemnifying Party's covenants or representations and warranties, if that breach is attributable to fraud, wilful misrepresentation or gross negligence; and

(v) a breach of the covenants contained in Section 6.3(c) (as limited by the provisions of such Section).

8.8 Procedure for Direct Claims

Following receipt of an Indemnity Notice from the Indemnified Party of a Direct Claim, the Indemnifying Party will have 20 Business Days to make any investigations it considers necessary or desirable. For the purpose of those investigations, the Indemnified Party will make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all other information that the Indemnifying Party may reasonably request. If both Parties agree at or before the expiration of such period (or any mutually agreed upon extension) to the validity and amount of the Direct Claim, the Indemnifying Party will pay immediately to the Indemnified Party the full agreed upon amount of the Loss for which the Direct Claim is made, and no subsequent proceeding will be brought in any court of law concerning that Direct Claim.

8.9 Procedure for Third Party Claims

(a) Despite any other provision of this Agreement, if the Indemnified Party is required by applicable Law to make a payment into court, into escrow, or to any third party, with respect to a Third Party Claim before the completion of related settlement negotiations or legal proceedings, the Indemnified Party may make the required payment and the Indemnifying Party will, promptly after demand by the Indemnified Party, reimburse the Indemnified Party for the required payment made. If the Indemnifying Party makes that reimbursement in full, and if the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which the required payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party will, promptly after recovery of the surplus amount left over from the required payment, pay that surplus amount to the Indemnifying Party.

(b) The Indemnified Party will promptly deliver to the Indemnifying Party copies of all correspondence, notices, assessments or other written Communication received by the Indemnified Party in respect of any Third Party Claim.

(c) The Indemnified Party will not negotiate, settle, compromise or pay any Third Party Claim with respect to which it has asserted or proposes to assert an Indemnity Claim, without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld.

(d) The Indemnified Party will not cause or permit the termination of any right of appeal in respect of any Third Party Claim which is or might become the basis of an Indemnity Claim without giving the Indemnifying Party written notice of the contemplated or potential termination in time to grant the Indemnifying Party an opportunity to contest the Third Party Claim.

(e) If the Indemnifying Party first acknowledges in writing its obligation to satisfy an Indemnity Claim to the extent of any binding determination or settlement in connection with a Third Party Claim (or enters into arrangements otherwise satisfactory to the Indemnified Party), in any legal or administrative proceeding in

connection with the matters forming the basis of a Third Party Claim, the following will apply:

(i) the Indemnifying Party will have the right, subject to the rights of any Person having potential liability for it, by written notice delivered to the Indemnified Party within ten Business Days of receipt by the Indemnifying Party of an Indemnity Notice, to assume carriage and control of the negotiation, defence or settlement of a Third Party Claim and the conduct of any related legal or administrative proceedings at the expense of the Indemnifying Party and by its own counsel;

(ii) if the Indemnifying Party elects to assume carriage and control, the Indemnified Party will have the right to participate at its own expense in the negotiation, defence or settlement of a Third Party Claim assisted by counsel of its own choosing;

(iii) each of the Indemnified Party and the Indemnifying Party will make all reasonable efforts to make available to the Party, who has assumed carriage and control of the negotiation, defence or settlement of a Third Party Claim, those employees whose assistance or evidence is necessary to assist that Party in evaluating and defending that Third Party Claim and all documents, records and other materials in the possession or control of that Party required for use in the negotiation, defence or settlement of that Third Party Claim;

(iv) despite Sections 8.9(e)(i), 8.9(e)(ii) and 8.9(e)(iii), the Indemnifying Party will not settle a Third Party Claim or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Indemnified Party, acting reasonably, have a material adverse effect on the Indemnified Party except with the Indemnified Party's prior written consent; and

(v) subject to Section 8.9(e)(ii), the Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any Loss incurred or suffered as a result of the Indemnifying Party's settlement of the Third Party Claim or conduct of any related legal or administrative proceeding.

(f) When the amount of the Loss with respect to a Third Party Claim is finally determined in accordance with this Section 8.9, including any amount described in Section 8.9(e)(v), the Indemnifying Party will immediately pay the full amount of that Loss to the Indemnified Party.

(g) If the Indemnified Party has been permitted by the Indemnifying Party to assume the carriage and control of the negotiation, defence, or settlement of the Third Party Claim, the Indemnifying Party will not contest the amount of that Loss.

(h) The Indemnifying Party will have no obligation to make any payment with respect to any Third Party Claim that is settled or contested in violation of the terms of this Section 8.9.

8.10 No Delay

Each Indemnifying Party will pursue any Indemnity Claim made by an Indemnified Party under this Agreement with reasonable diligence and dispatch, and without unnecessary delay, once the circumstances that give rise to that Indemnity Claim are known to it.

8.11 Set-off

Each Indemnified Party will be entitled to set-off the amount of any Loss for which it seeks indemnification under this Article 8 once, if applicable, finally determined in accordance with Section 8.8 or Section 8.9, as the case may be, as damages or by way of indemnification against any other amounts payable by it to the Indemnifying Party whether under this Agreement or otherwise.

8.12 Exclusive Remedy

(a) Subject to Sections 2.4 and 8.12(b), the rights of indemnity in this Article 8 are the sole and exclusive remedy of each Party for any Loss suffered in connection with the transactions contemplated by this Agreement.

(b) Nothing in this Section 8.12 will prevent a Party from seeking equitable remedies with respect to a breach of the confidentiality covenants contained in this Agreement.

(c) Unless otherwise specifically agreed by the Parties, this Section 8.12 will remain in full force and effect in all circumstances and will not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its covenants, representations or warranties in this Agreement or under any agreement or other document delivered pursuant to this Agreement, or by any termination or rescission of this Agreement.

ARTICLE 9
REGULATORY APPROVAL

9.1 OEB Approval and Competition Act Approval

(a) Each of BPI and Energy+ will, as promptly as practicable after the execution of this Agreement (but in no event later than 60 days after the execution of this Agreement), file or caused to be filed with the OEB an application under the OEB Act for the OEB Approval.

(b) The Parties will, as promptly as possible after the execution of this Agreement (but in no event later than 5 days after the execution of this Agreement), file with the Commissioner an application for an advance ruling certificate under section 102 of

the Competition Act or, alternatively, a No-Action Letter, in respect of the transactions contemplated by this Agreement. If an advance ruling certificate or No-Action Letter has not been obtained by the 45th day following such application, the Parties will prepare and file with the Commissioner a pre-merger notification in respect of the transactions contemplated by this Agreement under section 114 of the Competition Act.

(c) BPI and Brantford and Cambridge, North Dumfries and Energy+ will share equally the cost of the filing fees in respect of the applications for the OEB Approval and the Competition Act Approval. Each of BPI and Brantford and Cambridge, North Dumfries and Energy+ will use its best efforts (which shall not be less than commercially reasonable efforts) to co-operate and assist the other, so that the OEB Approval and the Competition Act Approval can be obtained on or prior to December 31, 2021. To the extent the Parties incur costs from their own advisors, such costs shall be borne by the party incurring them.

9.2 Minister of Finance Notice

(a) BPI and Energy+ will as promptly as practicable after the execution of this Agreement (but in no event later than 60 days prior to the Closing Date), jointly file or cause to be filed with the Ontario Minister of Finance the notification required under subsection 4(2) of Ontario Regulation 124/99 made under the EA.

(b) Each Party will be responsible for the costs incurred by it in connection with the Minister of Finance Notice.

9.3 OEB Approval Procedure

In the event that the BEC Group or Energy Plus Group, as applicable, is of the opinion, acting reasonably, that the OEB Approval will be obtained in whole or in part on terms that will (i) reduce the maximum allowable time and/or maximum amount of savings that may be allocated the shareholder of LDC Amalco pursuant to the policies of the OEB, and/or (ii) result in a material adverse change to the proposed rate structure and rate harmonization of LDC Amalco proposed in the application under the OEB Act for the OEB Approval pursuant to Section 9.1(a) following Closing (in each case, an "**Adverse Determination**"), either the BEC Group or Energy Plus Group, as applicable, may provide written notice to the other parties of such potential Adverse Determination. The Parties agree to cooperate and negotiate to reach agreement with respect to any desirable or required amendments to this Agreement to address a potential Adverse Determination.

ARTICLE 10
CLOSING ARRANGEMENTS

10.1 Closing

The Closing will take place at the Closing Time on the Closing Date at such place or places as the Parties may agree.

10.2 Closing Procedures

At the Closing Time, upon fulfilment of all the conditions set out in Article 7 that have not been waived in writing, each Party shall deliver or cause to be delivered to certificates, agreements, documents and instruments as required by the terms of the this Agreement.

ARTICLE 11
GENERAL

11.1 Submission to Jurisdiction

Each of the Parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable Law, each of the Parties:

(a) irrevocably waives any objection, including any Claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;

(b) irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 11.1, of the substantive merits of any suit, action or proceeding; and

(c) to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

11.2 Tender

Any tender of documents or money under this Agreement may be made upon the Parties or their respective counsel.

11.3 Costs and Expenses

Except as otherwise specified in this Agreement, including Section 9.1(c) and Section 9.2(b), all costs and expenses (including the fees and disbursements of accountants, financial advisors, legal counsel and other professional advisers) incurred in connection with this Agreement, the obligations under this Agreement and the completion of the transactions contemplated by this Agreement, are to be paid by the Party incurring those costs and expenses, provided that any integration and transition costs and expenses incurred by the members of the BEC Group and the members of the Energy Plus Group after the effective date of this Agreement will be borne by the applicable members of the BEC Group and the Energy Plus Group in proportion to the number of Common Shares to be issued the capital of Amalco Holdco as set forth in Section 2.1(b). If there is a breach of this Agreement or this Agreement is terminated, the obligation of each Party to pay

its own costs and expenses is subject to each Party's respective rights arising from such breach or termination.

11.4 Time of Essence

Time is of the essence in all respects of this Agreement.

11.5 Notices

Any Communication must be in writing and either:

(a) delivered personally or by courier;

(b) sent by prepaid registered mail; or

(c) transmitted by e-mail.

Any Communication must be sent to the intended recipient at its address as follows:

in the case of Brantford:

c/o The Corporation of the City of Brantford
100 Wellington Square
PO Box 818
Brantford, Ontario N3T 5R7

Attention: Brian Hutchings, Chief Administrative Officer
E-mail: bhutchings@brantford.ca

in the case of each member of the BEC Group:

c/o Brantford Energy Corporation
150 Savannah Oaks Dr.
Brantford, Ontario
N3V 1E8

Attention: Paul Kwasnik, President and Chief Executive Officer
E-mail: PKwasnik@brantford.ca

in the case of Cambridge:

c/o City of Cambridge
50 Dickson Street
P.O. Box 669
Cambridge, Ontario N1R 5W8

Attention: David Calder, City Manager
E-mail: calderd@cambridge.ca

in the case of North Dumfries:

c/o The Corporation of the Township of North Dumfries
North Dumfries Community Complex
2958 Greenfield Road
P.O. Box 1060
Ayr, Ontario N0B 1E0

Attention: Andrew McNeely, Chief Administrative Officer
E-mail: amcneely@northdumfries.ca

in the case of each member of the Energy Plus Group:

c/o Cambridge and North Dumfries Energy Plus Inc.
1500 Bishop Street North
Cambridge, Ontario N1R 5X6

Attention: Ian Miles, President and Chief Executive Officer
E-mail: imiles@energyplus.ca

or at any other address as any Party may at any time advise the other Parties by Communication given or made in accordance with this Section 11.5. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication sent by prepaid registered mail will be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be delivered personally or by courier or transmitted by e-mail. Any Communication transmitted by e-mail will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

11.6 Further Assurances

Each Party will, at that Party's own cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 11.6, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities.

11.7 No Broker

Each Party represents and warrants to the other Parties that all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between them directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid Claim against the BEC Group or the Energy Plus Group for a brokerage commission, finder's fee or other similar payment.

11.8 Public Notice

All public notices to third parties and all other announcements, press releases and publicity concerning this Agreement or the transactions contemplated by this Agreement, must be jointly planned and co-ordinated by each member of the BEC Group and Brantford, on the one hand, and the Energy Plus Group and Cambridge and North Dumfries, on the other hand, and no Party will act unilaterally in this regard without the prior consent of the other Parties.

11.9 Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

11.10 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent will be within their sole discretion. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by amalgamation or operation of law) and permitted assigns.

11.11 Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

(a) the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

(b) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

11.12 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.

11.13 Electronic Execution

Delivery of this Agreement may be effected by one or more Parties by e-mail or other electronic transmission of the execution pages hereof to the other Parties. A Party or Parties so delivering this Agreement will thereafter forthwith deliver to the other Parties original execution pages hereof with its/their original signature(s) located thereon, provided, however, that any failure by a Party or Parties to so deliver such original execution pages will not affect the validity or enforceability hereof against that Party or Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Each Party has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

THE CORPORATION OF THE CITY OF BRANTFORD

Per: _____
Name: Kevin Davis
Title: Mayor

Per: _____
Name: ~~Tanya Daniels~~ Chris Gauthier
Title: City Clerk
Deputy

THE CORPORATION OF THE CITY OF CAMBRIDGE

Per: _____
Name: Kathryn McGarry
Title: Mayor

Per: _____
Name: Danielle Manton
Title: City Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

Per: _____
Name: Sue Foxton
Title: Mayor

Per: _____
Name: Ashley Sage
Title: Clerk

Each Party has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

THE CORPORATION OF THE CITY OF BRANTFORD

Per: _____
Name: Kevin Davis
Title: Mayor

Per: _____
Name: Tanya Daniels
Title: City Clerk

THE CORPORATION OF THE CITY OF CAMBRIDGE

Per: _____
Name: Kathryn McGarry
Title: Mayor

Per: _____
Name: Danielle Manton
Title: City Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

Per: _____
Name: Sue Foxton
Title: Mayor

Per: _____
Name: Ashley Sage
Title: Clerk

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THE CORPORATION OF THE CITY OF BRANTFORD

Per: _____
Name: Kevin Davis
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Per: _____
Name: Tanya Daniels
Title: City Clerk

THE CORPORATION OF THE CITY OF CAMBRIDGE

Per: _____
Name: Kathryn McGarry
Title: Mayor

Per: _____
Name: Danielle Manton
Title: City Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

Per: _____
Name: Sue Foxton
Title: Mayor

Per: _____
Name: Ashley Sage
Title: Clerk

BRANTFORD ENERGY CORPORATION

Per: _____
Name: Scott Saint
Title: Chair

Per: _____
Name: Paul Kwasnik
Title: President and Chief Executive Officer

BRANTFORD HYDRO INC.

Per: _____
Name: Craig Mann
Title: Chair

Per: _____
Name: Paul Kwasnik
Title: President and Chief Executive Officer

BRANTFORD POWER INC.

Per: _____
Name: Scott Saint
Title: Chair

Per: _____
Name: Paul Kwasnik
Title: President and Chief Executive Officer

CAMBRIDGE AND NORTH DUMFRIES ENERGY PLUS INC.

Per: _____
Name: Ian Miles
Title: President and Chief Executive Officer

Per: _____
Name: Anita Davis
Title: Chair of the Board

ENERGY + INC.

Per: _____
Name: Ian Miles
Title: President and Chief Executive Officer

Per: _____
Name: Anita Davis
Title: Chair of the Board

CAMBRIDGE AND NORTH DUMFRIES ENERGY SOLUTIONS INC.

Per: _____
Name: Ian Miles
Title: President and Chief Executive Officer

Per: _____
Name: Anita Davis
Title: Chair of the Board

SCHEDULE A
BRANTFORD DISCLOSURE SCHEDULE

See attached.

SCHEDULE B
BRANTFORD DISCLOSURE SCHEDULE

See attached.

SCHEDULE C
SHARE CAPITAL

A. COMMON SHARES

The following are the rights, privileges, restrictions and conditions attaching to the Common Shares:

1. **Voting Rights:** The holders of the Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of the shareholders of the Corporation and shall be entitled to one (1) vote per Common Share held, except meetings at which only holders of another class of shares are entitled to vote.

2. **Dividends:** The holders of the Common Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine.

3. **Participation upon Liquidation, Dissolution or Winding-Up:** In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Common Shares shall be entitled to participate rateably in any distribution of the assets of the Corporation remaining after payment of the Total Class A Redemption Amount to the holders of the Class A Special Shares or the payment of the Class B Redemption Amount to the holders of the Class B Special Shares, as applicable.

B. CLASS A SPECIAL SHARES.

The following are the rights, privileges, restrictions and conditions attaching to the Class A Special Shares:

1. **Voting Rights:** The holders of Class A Special Shares shall not be entitled to receive notice of, attend or vote at any meeting of the Corporation's shareholders.

2. **No Dividends:** The holders of the Class A Special Shares shall not be entitled to receive any dividend payable by the Corporation.

3. **Redemption at the Option of the Holder:** Subject to the terms of the Merger Participation Agreement, any registered holder of Class A Special Shares may, at their option, upon giving notice as hereinafter described, require the Corporation, to redeem all of the Class A Special Shares held by such holder, and the Corporation shall pay to such holder for each Class A Special Share an amount equal to the Class A Redemption Amount (as defined below). The redemption right provided for herein may be exercised by notice in writing given by any Class A Special Shares shareholder to the Corporation within 30 days following the determination of the Net Adjustment Amount at the registered office of the Corporation or to any transfer agent or registrar for the Class A Special Shares, and such

notice shall be executed by the person registered on the books of the Corporation as the holder of the Class A Special Shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify that the holder desires to have all such Class A Special Shares redeemed. The holder shall pay any governmental, transfer or other tax imposed in respect of such redemption. If the aggregate of all Class A Redemption Amounts payable to the holders of Class A Special Shares ("**Total Class A Redemption Amount**") is less than or equal to $2,000,000, then all such Class A Redemption Amounts shall be paid no later than 60 days following the determination of the Net Adjustment Amount. If the Total Class A Redemption Amount is greater than $2,000,000 but less than or equal to $4,000,000, then each such holder shall receive its Pro Rata Portion of $2,000,000 no later than 60 days following the determination of the Net Adjustment Amount, and shall receive the balance of its Class A Redemption Amount no later than 10 days following the commencement of the second fiscal year of the Corporation. If the Total Class A Redemption Amount is greater than $4,000,000, then each such holder shall receive its Pro Rata Portion of $2,000,000 no later than 60 days following the determination of the Net Adjustment Amount, its Pro Rata Portion of $2,000,000 no later than 10 days following the commencement of the second fiscal year of the Corporation, and its Pro Rata Portion of up to $2,000,000 no later than 10 days following the commencement of each fiscal year thereafter until all Class A Redemption Amounts have been paid in full. If the payment of any Class A Redemption Amount would result in a breach by the Corporation of applicable law (including the solvency requirements of the *Business Corporations Act* (Ontario)) or would breach a covenant under the Corporation's financing arrangements, such payment shall not be paid but will be held in abeyance until such time that it can be paid without any such breach.

"**Class A Redemption Amount**", for each Class A Special Share, means an amount equal to the aggregate Net Adjustment Amount payable to the holders of Class A Special Shares, if any, divided by the aggregate number of Class A Special Shares issued to all holders of Class A Special Shares pursuant to section 2.1 of the Merger Participation Agreement, provided that if there is no Net Adjustment Amount payable to the holders of Class A Special Shares, then the Class A Redemption Amount for each Class A Special Share shall be an amount equal to $1.00 divided by the aggregate number of Class A Special Shares issued to all holders of Class A Special Shares pursuant to section 2.1 of the Merger Participation Agreement.

"**Merger Participation Agreement**" means the merger participation agreement dated September 1, 2021 among The Corporation of the City of Brantford, The Corporation of the City of Cambridge, The Corporation of the Township of North Dumfries, Brantford Energy Corporation, Cambridge and North Dumfries Energy Plus Inc., Brantford Power Inc., Energy+ Inc. and Cambridge and North Dumfries Energy Solutions Inc.

"**Net Adjustment Amount**" has the meaning given to it in the Merger Participation Agreement.

"**Pro Rata Portion**" means in respect of any holder of Class A Special Shares, such holder's ownership percentage of Class A Special Shares reflected by a fraction the

numerator of which is the number of Class A Special Shares owned by such holder and the denominator of which is the total number of issued and outstanding Class A Special Shares.

"**Total Class A Redemption Amount**" is defined in Section B.3 above.

4. **Redemption by Corporation:** If any holder of Class A Special Shares fails to deliver a redemption notice as specified in Section B.3 above within 30 days following the determination of the Net Adjustment Amount then the Corporation may, upon giving notice as hereinafter provided, redeem at any time and from time to time all of the then outstanding Class A Special Shares on payment of the Class A Redemption Amount for each share to be redeemed.

Idem: In the case of redemption of Class A Special Shares by the Corporation, the Corporation shall, at least 10 days before the intended redemption date, mail to each person who at the date of mailing is a holder of the Class A Special Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such shares. Such notice shall be mailed by prepaid mail, addressed to each such holder at its address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Class A Redemption Amount and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class A Special Shares to be redeemed the aggregate Class A Redemption Amount for the Class A Special Shares called for redemption. Such payment by the Corporation shall be made by way of a cheque payable at par at any branch of the Corporation's bankers in Canada. From and after the date specified for redemption in any such notice, the holders of the Class A Special Shares called for redemption shall cease to be entitled to any of the rights of holders of Class A Special Shares in respect thereof, unless payment of the Class A Redemption Amount for each Class A Special Share to be redeemed is not made, in which case the rights of the holders of the said Class A Special Shares shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the Class A Special Shares to deposit the aggregate Class A Redemption Amount of the shares so called for redemption to a special account in any chartered bank or in any trust company in Canada, named, in such notice, to be paid without interest to or to the order of the respective holders of such Class A Special Shares called for redemption, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class A Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the Total Class A Redemption Amount and any interest allowed on such amount shall belong to the Corporation.

5. **Notice:** Where notice is required by the provisions hereof to be sent, the notice or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

6. **Participation upon Liquidation, Dissolution or Winding-Up:** In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of

the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class A Special Shares will be entitled to receive from the assets of the Corporation a sum equivalent to any then-outstanding Class A Redemption Amounts (if any) owing to them before any amount is paid or any assets are distributed to the holders of the Common Shares or shares of any class ranking junior to the Class A Special Shares.

C. CLASS B SPECIAL SHARES

The following are the rights, privileges, restrictions and conditions attaching to the Class B Special Shares:

1. **Voting Rights:** The holders of Class B Special Shares shall not be entitled to receive notice of, attend or vote at any meeting of the Corporation's shareholders.

2. **No Dividends:** The holders of the Class B Special Shares shall not be entitled to receive any dividend payable by the Corporation.

3. **Redemption at the Option of the Holder:** Subject to the terms of the Merger Participation Agreement, the registered holder of Class B Special Shares may, at its option, upon giving notice as hereinafter described, require the Corporation, to redeem all of the Class B Special Shares held it, and the Corporation shall pay to such holder for each such Class B Special Share an amount equal to the Class B Redemption Amount (as defined below). The redemption right provided for herein may be exercised by notice in writing given by any Class B Special Shares shareholder to the Corporation within 30 days following the determination of the Net Adjustment Amount at the registered office of the Corporation or to any transfer agent or registrar for the Class B Special Shares, and such notice shall be executed by the person registered on the books of the Corporation as the holder of the Class B Special Shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify that the holder desires to have all such Class B Special Shares redeemed. The holder shall pay any governmental, transfer or other tax imposed in respect of such redemption. If the Class B Redemption Amount payable to the holder of Class B Special Shares is less than or equal to $2,000,000, then such Class B Redemption Amount shall be paid no later than 60 days following the determination of the Net Adjustment Amount. If the Class B Redemption Amount is greater than $2,000,000 but less than or equal to $4,000,000, then such holder shall receive $2,000,000 no later than 60 days following the determination of the Net Adjustment Amount, and shall receive the balance of its Class B Redemption Amount no later than 10 days following the commencement of the second fiscal year of the Corporation. If the Class B Redemption Amount is greater than $4,000,000, then such holder shall receive $4,000,000 no later than 60 days following the determination of the Net Adjustment Amount, $2,000,000 no later than 10 days following the commencement of the second fiscal year of the Corporation, and up to $2,000,000 no later than 10 days following the commencement of each fiscal year thereafter until the Class B Redemption Amount has been paid in full. If the payment of the Class B Redemption Amount would result in a breach by the Corporation of applicable law (including the solvency requirements of the *Business Corporations Act* (Ontario)) or would breach a covenant under the Corporation's

financing arrangements, such payment shall not be paid but will be held in abeyance until such time that it can be paid without any such breach.

"**Class B Redemption Amount**", for each Class B Special Share, means an amount equal to the Net Adjustment Amount payable to the holder of Class B Special Shares, if any, divided by the aggregate number of Class B Special Shares issued to the holder of Class B Special Shares pursuant to section 2.1 of the Merger Participation Agreement, provided that if there is no Net Adjustment Amount payable to the holder of Class B Special Shares, then the Class B Redemption Amount for each Class B Special Share shall be an amount equal to $1.00 divided by the aggregate number of Class B Special Shares issued to the holder of Class B Special Shares pursuant to section 2.1 of the Merger Participation Agreement.

4. Redemption by Corporation: If the holder of Class B Special Shares fails to deliver a redemption notice as specified in Section C.3 above within 30 days following the determination of the Net Adjustment Amount then the Corporation may, upon giving notice as hereinafter provided, redeem at any time and from time to time all of the then outstanding Class B Special Shares on payment of the Class B Redemption Amount for each share to be redeemed.

Idem: In the case of redemption of Class B Special Shares by the Corporation, the Corporation shall, at least 10 days before the intended redemption date, mail to the holder of the Class B Special Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such shares. Such notice shall be mailed by prepaid mail, addressed to each such holder at its address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Class B Redemption Amount and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class B Special Shares to be redeemed the aggregate Class B Redemption Amount for the Class B Special Shares called for redemption. Such payment by the Corporation shall be made by way of a cheque payable at par at any branch of the Corporation's bankers in Canada. From and after the date specified for redemption in any such notice, the holder of the Class B Special Shares called for redemption shall cease to be entitled to any of the rights of a holder of Class B Special Shares in respect thereof, unless payment of the Class B Redemption Amount for each Class B Special Share to be redeemed is not made, in which case the rights of the holder of the said Class B Special Shares shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the Class B Special Shares to deposit the aggregate Class B Redemption Amount of the shares so called for redemption to a special account in any chartered bank or in any trust company in Canada, named, in such notice, to be paid without interest to or to the order of the holder of such Class B Special Shares called for redemption, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class B Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holder thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest the total Class B Redemption Amount so deposited and any interest allowed on such deposit shall belong to the Corporation.

5. **Notice:** Where notice is required by the provisions hereof to be sent, the notice of the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

6. **Participation upon Liquidation, Dissolution or Winding-Up:** In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class B Special Shares will be entitled to receive from the assets of the Corporation a sum equivalent to any then-outstanding Class B Redemption Amounts (if any) owing to them before any amount is paid or any assets are distributed to the holders of the Common Shares or shares of any class ranking junior to the Class B Special Shares.

D. CLASS C SPECIAL SHARES

The following are the rights, privileges, restrictions and conditions attaching to the Class C Special Shares:

1. **Voting Rights:** The holders of Class C Special Shares shall not be entitled to receive notice of, attend or vote at any meeting of the Corporation's shareholders.

2. **No Dividends:** The holders of the Class C Special Shares shall not be entitled to receive any dividend payable by the Corporation.

3. **Redemption at the Option of the Holder:** Subject to the terms of the Merger Participation Agreement, the registered holder of Class C Special Shares may, at its option, upon giving notice as hereinafter described, require the Corporation, to redeem all of the Class C Special Shares held it, and the Corporation shall pay to such holder for each such Class C Special Share an amount equal to the Class C Redemption Amount (as defined below). The redemption right provided for herein may be exercised by notice in writing given by any Class C Special Shares shareholder to the Corporation within 30 days following the determination of the IESO Settlement Amount (as such term is defined in the Merger Participation Agreement) at the registered office of the Corporation or to any transfer agent or registrar for the Class C Special Shares, and such notice shall be executed by the person registered on the books of the Corporation as the holder of the Class C Special Shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify that the holder desires to have all such Class C Special Shares redeemed. The holder shall pay any governmental, transfer or other tax imposed in respect of such redemption. If the payment of the Class C Redemption Amount would result in a breach by the Corporation of applicable law (including the solvency requirements of the *Business Corporations Act* (Ontario)) or would breach a covenant under the Corporation's financing arrangements, such payment shall not be paid but will be held in abeyance until such time that it can be paid without any such breach.

"**Class C Redemption Amount**", for each Class C Special Share, means an amount equal to the IESO Settlement Amount, if any, divided by the aggregate number of Class C Special Shares issued to the holder of Class C Special Shares pursuant to section 2.1 of the Merger Participation Agreement, provided that if there is no IESO Settlement Amount payable to

the holder of Class C Special Shares, then the Class C Redemption Amount for each Class C Special Share shall be an amount equal to $1.00 divided by the aggregate number of Class C Special Shares issued to the holder of Class C Special Shares pursuant to section 2.1 of the Merger Participation Agreement.

4. **Redemption by Corporation:** If the holder of Class C Special Shares fails to deliver a redemption notice as specified in Section D.3 above within 30 days following the determination of the IESO Settlement Amount then the Corporation may, upon giving notice as hereinafter provided, redeem at any time and from time to time all of the then outstanding Class C Special Shares on payment of the Class C Redemption Amount for each share to be redeemed.

Idem: In the case of redemption of Class C Special Shares by the Corporation, the Corporation shall, at least 10 days before the intended redemption date, mail to the holder of the Class C Special Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such shares. Such notice shall be mailed by prepaid mail, addressed to each such holder at its address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Class C Redemption Amount and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class C Special Shares to be redeemed the aggregate Class C Redemption Amount for the Class C Special Shares called for redemption. Such payment by the Corporation shall be made by way of a cheque payable at par at any branch of the Corporation's bankers in Canada. From and after the date specified for redemption in any such notice, the holder of the Class C Special Shares called for redemption shall cease to be entitled to any of the rights of a holder of Class C Special Shares in respect thereof, unless payment of the Class C Redemption Amount for each Class C Special Share to be redeemed is not made, in which case the rights of the holder of the said Class C Special Shares shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the Class C Special Shares to deposit the aggregate Class C Redemption Amount of the shares so called for redemption to a special account in any chartered bank or in any trust company in Canada, named, in such notice, to be paid without interest to or to the order of the holder of such Class C Special Shares called for redemption, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class C Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holder thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest the total Class C Redemption Amount so deposited and any interest allowed on such deposit shall belong to the Corporation.

5. **Notice:** Where notice is required by the provisions hereof to be sent, the notice of the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

6. **Participation upon Liquidation, Dissolution or Winding-Up:** In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the

holders of the Class C Special Shares will be entitled to receive from the assets of the Corporation a sum equivalent to any then-outstanding Class C Redemption Amounts (if any) owing to them before any amount is paid or any assets are distributed to the holders of the Common Shares or shares of any class ranking junior to the Class C Special Shares.

E. CLASS D SPECIAL SHARES

The following are the rights, privileges, restrictions and conditions attaching to the Class D Special Shares:

1. **Voting Rights:** The holders of Class D Special Shares shall not be entitled to receive notice of, attend or vote at any meeting of the Corporation's shareholders.

2. **No Dividends:** The holders of the Class D Special Shares shall not be entitled to receive any dividend payable by the Corporation.

3. **Redemption at the Option of the Holder:** Subject to the terms of the Merger Participation Agreement, the registered holder of Class D Special Shares may, at its option, upon giving notice as hereinafter described, require the Corporation, to redeem all of the Class D Special Shares held it, and the Corporation shall pay to such holder for each such Class D Special Share an amount equal to the Class D Redemption Amount (as defined below). The redemption right provided for herein may be exercised by notice in writing given by any Class D Special Shares shareholder to the Corporation within 30 days following the Closing Date (as such term is defined the Merger Participation Agreement) at the registered office of the Corporation or to any transfer agent or registrar for the Class D Special Shares, and such notice shall be executed by the person registered on the books of the Corporation as the holder of the Class D Special Shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify that the holder desires to have all such Class D Special Shares redeemed. The holder shall pay any governmental, transfer or other tax imposed in respect of such redemption. If the payment of the Class D Redemption Amount would result in a breach by the Corporation of applicable law (including the solvency requirements of the *Business Corporations Act* (Ontario)) or would breach a covenant under the Corporation's financing arrangements, such payment shall not be paid but will be held in abeyance until such time that it can be paid without any such breach.

"**Class D Redemption Amount**", for each Class D Special Share, means an amount equal to the BPI COVID-19 Deferral and Variance Amount (as such term is defined in the Merger Participation Agreement) approved for recovery by the OEB, if any, divided by the aggregate number of Class D Special Shares issued to the holder of Class D Special Shares pursuant to section 2.1 of the Merger Participation Agreement, provided that if there is no BPI COVID-19 Deferral and Variance Amount the Class D Redemption Amount for each Class D Special Share shall be an amount equal to $1.00 divided by the aggregate number of Class D Special Shares issued to the holder of Class D Special Shares pursuant to section 2.1 of the Merger Participation Agreement.

4. **Redemption by Corporation:** If the holder of Class D Special Shares fails to deliver a redemption notice as specified in Section E.3 above within 30 days following the Closing Date then the Corporation may, upon giving notice as hereinafter provided, redeem at any time and from time to time all of the then outstanding Class D Special Shares on payment of the Class D Redemption Amount for each share to be redeemed.

Idem: In the case of redemption of Class D Special Shares by the Corporation, the Corporation shall, at least 10 days before the intended redemption date, mail to the holder of the Class D Special Shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such shares. Such notice shall be mailed by prepaid mail, addressed to each such holder at its address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Class D Redemption Amount and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class D Special Shares to be redeemed the aggregate Class D Redemption Amount for the Class D Special Shares called for redemption. Such payment by the Corporation shall be made by way of a cheque payable at par at any branch of the Corporation's bankers in Canada. From and after the date specified for redemption in any such notice, the holder of the Class D Special Shares called for redemption shall cease to be entitled to any of the rights of a holder of Class D Special Shares in respect thereof, unless payment of the Class D Redemption Amount for each Class D Special Share to be redeemed is not made, in which case the rights of the holder of the said Class D Special Shares shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the Class D Special Shares to deposit the aggregate Class D Redemption Amount of the shares so called for redemption to a special account in any chartered bank or in any trust company in Canada, named, in such notice, to be paid without interest to or to the order of the holder of such Class D Special Shares called for redemption, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class D Special Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holder thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest the total Class D Redemption Amount so deposited and any interest allowed on such deposit shall belong to the Corporation.

5. **Notice:** Where notice is required by the provisions hereof to be sent, the notice of the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

6. **Participation upon Liquidation, Dissolution or Winding-Up:** In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class D Special Shares will be entitled to receive from the assets of the Corporation a sum equivalent to any then-outstanding Class D Redemption Amounts (if any) owing to them before any amount is paid or any assets are distributed to the holders of the Common Shares or shares of any class ranking junior to the Class D Special Shares.

SCHEDULE D
ILLUSTRATIVE EXAMPLES OF THE CALCULATIONS OF THE BEC GROUP ADJUSTMENT AMOUNT AND THE ENERGY PLUS GROUP ADJUSTMENT AMOUNT

See attached.

SCHEDULE E
LOCATION OF AMALCO HOLDCO FACILITIES & FUNCTIONS

Facilities & functions to be located in Cambridge

39 Glebe Street

- Executive Functions (CEO, CFO, HR, Corporate Development)
- Finance Department
- Regulatory Department
- Engineering Services
- HR Department
- Billing Department

1500 Bishop Street

- Cambridge and North Dumfries Operations Department
- Vehicle garage, inventory, outdoor storage yard

Facilities & functions to be located in Brantford

150 Savannah Oaks Drive

- Executive Functions (COO, IT)
- Customer Service Department
- Engineering Services
- IT Department
- System Control Room
- Brantford and Brant County Operations Department
- Vehicle garage, inventory, outdoor storage yard
- Fibre optics affiliate
- Water heater rental affiliate

EXHIBIT A
AMALCO HOLDCO SHAREHOLDER AGREEMENT

See attached.

EXHIBIT B
AMENDED AND RESTATED SHARED SERVICES AND OBLIGATIONS AGREEMENT

See attached.

From: [redacted]
To: Rachel Greene
Subject: [External] 725-755 Main Street (OR08/22) - Zone Change for Affordable Housing
Date: Sunday, December 4, 2022 9:10:56 PM

Dear Rachel Greene,

This is in regard to the notice I received regarding Complete Application and a Public Meeting to be held on December 13th at 10 a.m. at City Hall. I have some concerns about the proposed plan that I would like to be considered in making a decision.

I am a senior living in a Green Gate Blvd condo and love living here. Franklin Blvd is a busy route as it is, for us to enter Green Gate Blvd and of course, is a hectic street to cross/walk to the plaza as a result. With all the new developments planned near and around us, the traffic will be at least doubled, if not tripled or higher. I am in favour of improvements, developments, and progress in our city, which I love! My deep concern is the number of vehicles which will be necessary and evident.

Several concerns come to mind:

1. Will the rezoning from Low/Medium Density Residential to High Density Residential going to decrease the value of our lovely condos/homes in the area.

2. Would it be possible to have the 12-storey apartment building with 206 units reduced to 6 storeys? That would lessen the number of vehicles as well as the population.

3. Green Gate Blvd will be extremely busy with the primary way into this new complex being Ferncliffe Street. Would it be possible to consider having another exit to help with less vehicles entering onto Green Gate Blvd?

4. Our area already has some stacked townhouses on Sparrow and with a large subdivision being developed a short distance away could mean “over population”. Is that how we want to plan growth in our beautiful city?

5. Would this large development affect our water table?

6. When going for a neighbourhood walk, I see lots of young children. Higher traffic levels might mean more danger for those children as well as more concern for the parents involved.

The meeting will be coming up soon, and I do hope some of these concerns will be considered and any changes made might be an improvement for this area. Would you please notify me of the final decision? We trust it will go well and everyone will feel that their concerns were considered. Thank you for all you are doing for our city of Cambridge and for all of us living here.

Sincerely,
Lelia Stairs
[redacted]

From: [redacted]
To: Rachel Greene
Subject: [External] File No. OR08/22 and proposed Secondary plans for Main & Dundas Street S
Date: Sunday, December 4, 2022 9:34:09 PM

Jeanette Vialardi

[redacted]

Cambridge, Ontario [redacted]

[redacted]

[redacted]

December 4, 2022

Attention: Rachel Greene

City of Cambridge

Dear Ms. Greene:

Re: Official Plan and Zoning By-law Amendments for 725 & 775 Main Street

and

Proposed Secondary Plans for the Main Street and Dundas Street Node

I am opposed to the above for the following reasons:

1. The increase in traffic created by re-zoning this area to High Density. Building all of these units will make traffic at the Franklin Boulevard/Main Street/Dundas Street roundabouts unmanageable. They are already very busy intersections.

2. As a pedestrian, it is already unsafe trying to cross Franklin Blvd. I have great trouble crossing Franklin Blvd., at both the Main Street and Dundas Street roundabouts. Increased traffic will make it even more treacherous, a nightmare.

3. In order to access Ferncliffe St., cars will be using Green Gate Boulevard. The increased traffic on Green Gate Blvd. caused by adding (254 more units) 276 more cars per day, will put way too much traffic on this

residential street. In addition to these units, there will be more traffic when the extension to Green Gate is completed. This will make Green Gate Boulevard a main thoroughfare which it is not designed for and does not have the capacity for.

4. As a senior, I cross Green Gate Boulevard most days for my daily walk, Along with other seniors, we enjoy walking and going over to the green area. To do this we must cross Green Gate Boulevard on foot. The increased traffic will make crossing very difficult and dangerous.

5. We purchased our condo based on the area being a Low Density Residential area. Changing this to high density will most certainly make my unit a less desirable place to live and thus decrease the value of my condo.

6. This will cause overpopulation in our area especially with stacked townhouses on Sparrow and the subdivision going on a short distance on Hwy. 24.

I, thus, oppose the Official Plan Amendment to re-designate the property located at 725 and 775 Main Street from Low/Medium Density Residential to High Density Residential use. and also I oppose the proposed Secondary Plans to rezone the Main Street and Dundas Street Node.

Sincerely,

Jeanette Vialardi

From: [redacted]
To: Rachel Greene; Scott Hamilton
Subject: [External] Opposed to Zoning change GreenGate Blvd neighbourhood
Date: Sunday, December 4, 2022 8:50:29 AM

Good morning

We received a notice regarding Complete Application and a Public Meeting to be held on Dec. 13, 2022 at 10 am at City Hall on Dickson St. Cambridge.

The purpose of this meeting is to allow the city to change the zoning in our area from Low/medium Intensity to High Intensity. They want to build ”Four” 3 storey stacked townhouse buildings with 48 units. They also want to build a 12 storey low income apartment building with 206 units for a total of 254 families.

We believe this application should be denied for the following reasons

“OVER” population in our area including:
Stacked townhouses on Sparrow
Large subdivision going in a short distance east of Franklin off GreenGate Blvd
Large subdivision south off Dundas Street
Proposed subdivision north of GreenGate Blvd off highway 97 & Franklin Blvd

The number of units proposed on this parcel are far too many and the height of the apartment is way too high. This development does not fit into the neighbourhood. We believe that the zoning should be left as is.

Increased traffic with no change to Highway 97 or Franklin Blvd which are already very congested.
We walk everywhere and the dangers of congestion on Franklin Blvd are well known to us. Increased traffic will make it worse.
Walkability with increased traffic is significantly reduced with congestion and therefore makes our neighbourhood less appealing

Increased noise ….more traffic, garbage pick up and more people in small area makes our neighbourhood less appealing

Minimal green space and overly congested area where this proposed development is going. This will DECREASE the appeal of the neighbourhood and subsequently the property values.

What consideration has been made for increased water consumption and the affect on the water table.

We are not opposed to geared to income housing …we are opposed to a highly congested and unappealing neighbourhood. Leave zoning as is.

Please seriously consider this email as these decisions are being made.

Best Regards

Colin & Debra Winkles
[redacted]

From: [redacted]
To: Rachel Greene; Scott Hamilton
Subject: [External] Proposed Development File # OR08/22
Date: Sunday, December 4, 2022 3:39:21 PM

Attn: Rachel Green – City of Cambridge
Scott Hamilton – Ward 7 City Councillor

We oppose the city's proposal to build four stacked townhomes (12 units ea.) and a 12-story apartment (206 units) in the area of Ferncliffe Street and Green Gate Blvd. We are unable to attend the public meeting on December 13, 2022, but we wish to make our opposition noted and known to City Hall.

1. There is already too much traffic on Franklin Blvd. between Main and Dundas. Our unit backs on to Franklin Blvd., so we are aware of the gridlocks that can occur particularly during rush hour. That poses a problem for emergency vehicles, too.

2. The Ferncliffe/Green Gate access will funnel additional traffic on to Green Gate proper. There is already an extensive development going on in the neighbourhood. Rezoning to high density and putting in these dwellings will add further congestion.

3. It is predominantly a seniors' complex adjacent to the proposed building area. The balconies will turn the existing residential homes that are in proximity into fishbowls and obstruct current views. There will be a lack of privacy as currently enjoyed.

4. There are concerns about additional noise. Approx. 10 years ago, the city removed the tree line that was adjacent to the housing backing on to Franklin Blvd. Once those trees were removed, the noise level increased substantially. The trees were a huge buffer. A denser population means more noise, more pollutants from vehicles etc.

5. We believe the proposed development will have a negative impact to the aesthetic of the area. And in turn, it could negatively impact property values.

6. We also have concerns about how this build would affect the water table and stormwater impacts. Will there be increased costs for water/sewage in the area?

Respectfully

Greg and Diane Palfrey
[redacted]
Cambridge, ON
[redacted]

From: [redacted]
To: Rachel Greene
Subject: [External] Fwd: 725 & 775 Main St. Zoning By-law Amendment
Date: Monday, December 5, 2022 3:06:33 PM

Subject: 725 & 775 Main St. Zoning By-law Amendment

Dear Rachel,

I have more objections for you to put on the agenda please.

Cambridge's infrastructure is inadequate to handle the traffic load of all those residents in the proposed building of four 3 storey stacked condos and an affordable living 12 storey apartment building.

Emergency services are stretched thin as it is I don't know how they are going to handle that many more people.
Police, Fire and Ambulances can hardly get through the traffic on Franklin as it is. People have no place to go to let them pass. Every day the traffic is stopped between the two roundabouts at Dundas and Franklin and Franklin and Main. Never mind the hospital, schools and the water table!!!

We realize that the government loves high density because it increases tax revenue. It's all about the money. To heck with the quality of life!

When we bought our home in Laurentian Hills I. Kitchener many years ago, a 12 storey low income apartment building was built on Chandler Drive just 1/2 mile from us. We saw, first hand that the building brought a lot of crime to the area and as a result, the value of the homes in that area dropped.

These are only a few of the reasons I am objecting to this proposal.

I sent this message to Scott Hamilton our Ward 7 counsellor as well.

Thank you Rachel,

Lynda Muss
[redacted]
Cambridge, ON
[redacted]

Sent from my iPhone

From: [redacted]
To: Rachel Greene
Subject: [External] 725 & 775 Main St (0R08/22)
Date: Monday, December 5, 2022 6:14:11 PM

Attention To: Rachel Green
From: Robert Muss
Homeowner
[redacted]
Cambridge

I would like to bring to your attention and pass this information on to city council regarding the above subject proposal for property change.

This proposal demonstrates once again how to ruin an entire subdivision with a tax grab for increased housing. This will damage the existing the water table in the area, increase the the already exhausting flow of traffic, put a strain on emergency services to the area because of the two roundabouts at Dundas, Franklin and Main streets.
The increase in noise and traffic population will reduce property values dramatically.
The city has already committed to build a large community two kilometres down Dundas st at Branchton Rd, homes, schools, a recreation centre and shopping plaza.
This in itself makes another no sense policy for the area, only another tax grab.
Roundabouts with a cross walk attached, another demonstration of poor planning. People trying to cross Franklin St at any time of day is dangerous.
Thanks Rachel for your attention and please pass on the information.

Regards,
Robert Muss
[redacted]

Sent from my iPhone

From: [redacted]
To: Rachel Greene
Subject: [External] Ward 7 File No: OR08/22
Date: Tuesday, December 6, 2022 5:32:34 PM

Hi Rachel,
We are the owners of [redacted] Jim and Daisy Hodgson.
We are surly against to amend the zoning by-law.

- we are against setting a precedent by allowing a 12 story complex in our neighbour. This means additional towers may be built in the area?
- Their are enough high density units (100)just completed to the east of our location. We are concerned if the apartment tower is for low income rental then children will be playing full time in the green space behind our property.
- We are also concerned our property values will be devalued.
- We are not against the stacked townhouse buildings. Why could they not build stacked units instead of the apartment complex.

Thanks for your consideration.
Jim and Daisy Hodgson
Get Outlook for iOS

WHEREAS The Region of Waterloo's Downtown Cambridge Truck Diversion Study is considering the impacts of diverting trucks from the Downtown Cambridge area;

WHEREAS it is expected that Regional staff will be providing recommendations regarding the Downtown Cambridge Truck Diversion Study to Regional Council in early 2023;

WHEREAS the Downtown Cambridge Truck Diversion Study has identified the potential for additional heavy trucks along other Regional Roads as a result of the Downtown Cambridge heavy through truck traffic restriction;

WHEREAS Cambridge City Council supports the Region's immediate implementation of a heavy through truck traffic restriction in the Downtown Cambridge area along Water Street and Ainslie Street;

THEREFORE BE IT RESOLVED THAT subsequent to the implementation of the Downtown Cambridge area heavy through truck traffic restriction, the Region review and consider further truck diversion strategies to mitigate additional heavy through truck traffic on Concession Street;

AND FURTHER THAT a copy of this motion be sent to the Council of the Region of Waterloo, and all Regional Municipalities within the Region.

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-072

Being a by-law to dedicate certain lands as public highway (Equestrian Way)

WHEREAS pursuant to Section 31 of the *Municipal Act* S.O. 2001, c.25, the City of Cambridge may enact by-laws to dedicate public highways,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** 0.300 Reserve Block 3, Registered Plan 58M-620, designated as Part 1 on 58R- 21532, [Part of PIN 03756-0873(LT)], City of Cambridge, Regional Municipality of Waterloo be dedicated as Public Highway and be named Equestrian Way.

2. **THAT** it is Acknowledged and Directed that the office of the City Solicitor, or their designate, be authorized to register applicable documents in connection with this transaction, where registration is deemed appropriate.

3. **AND THAT** this by-law shall come into full force on the day it is passed.

ENACTED AND PASSED this 13th day of December, 2022.

_____

MAYOR

_____

CLERK

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-073

Being a by-law to exempt certain lots or blocks pursuant to subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended (Part Lot Control Exemption) – 270, 280 and 290 Equestrian Way

WHEREAS subsection 50(7) of the Planning Act R.S.O. 1990, c. P.13, as amended, provides that a municipal Council may by by-law provide that subsection 50(5) of the Planning Act R.S.O. 1990 c.P.13, as amended (Part Lot Control) does not apply to land within plans or parts of plans designated in the by-law and that when the by-law is approved by the appropriate approval authority, subsection 50(5) ceases to apply to the lands therein described,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** Subsection 50(5) of the Planning Act R.S.O 1990, c.P.13, as amended, shall not apply to Block 1 Registered Plan No. 58M-677.
2. **THAT** this by-law shall be restricted in its application only to divide the blocks and create easements as cited in accordance with Reference Plan No. 58R-21561 and Schedule ‘A’ attached hereto.
3. **THAT** this by-law shall remain in force and effect for a period of two (2) years from the date of its passing and shall expire on **December 13, 2024.**
4. **THAT** it is Acknowledged and Directed that the office of the City Solicitor or designate be authorized to register electronically this by-law pursuant to subsection 50(28) of the Planning Act on the title to the lands described herein and place an inhibiting order following the registration of the by-law which is to be lifted upon registration of the Common Element Condominium (30CDM-22102).
5. **AND THAT** this by-law shall come into full force on the day it is passed.

ENACTED AND PASSED this 13th day of December, 2022.

_____

MAYOR

_____

CLERK

Schedule ‘A’ to By-law No. 22-073

Block 1, Registered Plan No. 58M-677

Parts 1 to 68

Parts and Easements

POTL/LOT	PARTS AND EASEMENTS
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
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27	27
28	28
29	29
30	30
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32	32
33	33
34	34
35	35
36	36

POTL/LOT	PARTS AND EASEMENTS
37	37
38	38
39	39
40	40
41	41
42	42
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44	44
45	45
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56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66, Daylight Triangle
67	67, Daylight Triangle
68	68, Common Element Lands

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-074

Being a by-law to exempt certain lots or blocks pursuant to subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13, as amended (Part Lot Control Exemption) – Block 9, 10 and 13 on Registered Plan 58M-686

WHEREAS subsection 50(7) of the Planning Act R.S.O. 1990, c. P.13, as amended, provides that a municipal Council may by by-law provide that subsection 50(5) of the Planning Act R.S.O. 1990 c.P.13, as amended (Part Lot Control) does not apply to land within plans or parts of plans designated in the by-law and that when the by-law is approved by the appropriate approval authority, subsection 50(5) ceases to apply to the lands therein described,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** Subsection 50(5) of the Planning Act R.S.O 1990, c.P.13, as amended, shall not apply to Block 9, 10 and 13 on Registered Plan No. 58M-686.

2. **THAT** this by-law shall be restricted in its application only to divide the blocks and create easements as cited in accordance with Reference Plan No. 58R-21517 and Schedule ‘A’ attached hereto.

3. **THAT** this by-law shall remain in force and effect for a period of two (2) years from the date of its passing and shall expire on **December 13th, 2024.**

4. **THAT** this by-law shall come into full force on the day it is passed.

ENACTED AND PASSED this 13th day of December, 2022.

_____

MAYOR

_____

CLERK

Schedule ‘A’ to By-law No. 22-074

Block 9, Registered Plan No. 58M-686

Parts 1 to 8

Parts and Proposed Easements

LOT	PARTS AND EASEMENTS
1	Parts 1, 2 and 3 – subject to access easement over Part 2, in favor of Parts 4, 5, 6 and 7
2	Parts 4, 5 and 6 – subject to access easement over Part 5, in favor of Part 7 Together with access over Part 2
3	Part 7 Together with access over Parts 2 and 5
4	Part 8

Block 10, Registered Plan No. 58M-686

Parts 9 through 18

Parts and Proposed Easements

LOT	PARTS AND PROPOSED EASEMENTS
1	Part 9
2	Part 10 Together with access over Parts 11, 14, 15 and 18
3	Parts 11 and 12 – subject to access easement over Part 11, in favor of Part 10 Together with access over Parts 14, 15 and 18
4	Parts 13 and 14 – subject to access easement over Part 14, in favor of Parts 11 and 12, 10 Together with access over Parts 15 and 18
5	Parts 15 and 16 – subject to access easement over Part 15, in favor of Parts 13 and 14, 11 and 12, 10 Together with access over Part 18
6	Parts 17 and 18 – subject to access easement over Part 18, in favor of Parts 15 and 16, 13 and 14, 11 and 12, 10

Block 10, Registered Plan No. 58M-686

Parts 19 through 28

Parts and Proposed Easements

LOT	Parts and Proposed Easements
1	Parts 19 and 20 – subject to access easement over Part 19, in favor of Parts 21, 22, 23 and 24, 25 and 26, 27
2	Parts 21 and 22 – subject to access easement over Part 22, in favor of Parts 23 and 24, 25 and 26, 27 Together with access over Part 19
3	Parts 23 and 24 – subject to access easement over Part 23, in favor of Parts 25 and 26, 27 Together with access over Parts 19 and 22
4	Parts 25 and 26 – subject to access easement over Part 26, in favor of Part 27 Together with access over Parts 19, 22 and 23
5	Part 27 Together with access over Parts 19, 22, 23 and 26
6	Part 28

Block 13, Registered Plan No. 58M-686

Parts 29 through 36

Parts and Proposed Easements

Lots	Parts and Proposed Easements
1	Part 29
2	Part 30 Together with access over Parts 32, 33 and 36
3	Parts 31 and 32 – subject to access easement over Part 32, in favor of Part 30 Together with access over Parts 33 and 36
4	Parts 33 and 34 – subject to access easement over Part 33, in favor of Parts 31 and 32, 30 Together with access over Part 36
5	Parts 35 and 36 – subject to access easement over Part 36, in favor of Parts 33 and 34, 31 and 32, 30

Block 13, Registered Plan No. 58M-686

Parts 37 through 44

Parts and Proposed Easements

Lots	**Parts and Proposed Easements**
1	Parts 37 and 38 – subject to access easement over Part 37, in favor of Parts 39 and 40, 41 and 42, 43
2	Parts 39 and 40 – subject to access easement over Part 40, in favor of Parts 41 and 42, 43 Together with access over Part 37
3	Parts 41 and 42 – subject to access easement over Part 41, in favor of Part 43 Together with access over Parts 37 and 40
4	Part 43 Together with access over Parts 37, 40 and 41
5	Part 44

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-075

Being a by-law to provide for a 2023 Interim Tax Levy and for the payment of 2023 Interim Taxes

WHEREAS Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, and related subsections, as amended, provides that the Council of a municipality may, by by-law, levy before the adoption of the estimates for the current year;

AND WHEREAS, Sections 342 to 346 of the Municipal Act, 2001, S.O. 2001, C.25, and related subsections, as amended, provide that Council may by by-law provide for the payment of taxes at certain times and places;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT an Interim Tax Levy for 2023 is hereby imposed and levied as of January 1st of 2023 on all real property according to the last revised assessment roll of the City of Cambridge.

2. THAT for the Interim Levy, taxes will be levied using the tax rates listed on Schedule “A” attached to this by-law.

3. THAT the Interim Levy, in respect of assessment of real property, shall be payable in two instalments. The date of demand shall be the 8th day of February, 2023, with the first instalment of taxes being due and payable on the 1st day of March, 2023, and the second instalment being due and payable on the 1st day of May, 2023.

4. THAT ratepayers are given the option of paying their realty taxes in pre-authorized monthly instalments that are due on the first working day of each month, except in those months when a due date falls and the monthly withdrawal will be made on the due dates.

5. THAT the City Treasurer and/or designate may receive payment on account of taxes in advance of the due date, but that no interest or discount shall be allowed for taxes paid in advance.

6. THAT interest on overdue taxes will be charged in accordance with a by-law as authorized in the Municipal Act, 2001, S.O. 2001, c.25.

7. THAT the City Treasurer and/or designate shall receive all taxes, assessments, rents, rates and instalments thereof, tendered for payment at his/her office, or at most financial institutions.

8. THAT this By-Law shall come into full force on the day it is passed

ENACTED AND PASSED this 13th day of December, 2022

_____

MAYOR

_____

CLERK

SCHEDULE “A”

TO BY-LAW 22-075

OF THE

CORPORATION OF THE CITY OF CAMBRIDGE

Code	Name	Rate
CH	Commercial - Taxable at Full Rate, Shared like PIL	0.0042030
CT	Commercial - Taxable at Full Rate	0.0042030
CU	Commercial - Taxable at Excess Land Rate	0.0042030
CX	Commercial - Taxable at Vacant Land Rate	0.0042030
DT	Office Building - Taxable at Full Rate	0.0042030
FT	Farmland - Taxable at Full Rate	0.0005389
GT	Parking Lot - Taxable at Full Rate	0.0042030
I1	Industrial/Farm - Taxable Farm Awaiting Develop Ph 1 Rate	0.0016165
I4	Industrial /Farm - Taxable Farm Awaiting Develop Ph 2 Rate	0.0042030
IH	Industrial - Taxable at Full Rate, Shared like PIL	0.0042030
IK	Industrial - Taxable at Excess Land Rate, Shared like PIL	0.0042030
IT	Industrial - Taxable at Full Rate	0.0042030
IU	Industrial - Taxable at Excess Land Rate	0.0042030
IX	Industrial - Taxable at Vacant Land Rate	0.0042030
LT	Large Industrial - Taxable at Full Rate	0.0042030
LK	Large Industrial - Taxable at Excess Land Rate, Shared Like PIL	0.0042030
LU	Large Industrial - Taxable at Excess Land Rate	0.0042030
M1	Multi-Residential - Taxable Farm Awaiting Develop Ph 1 Rate	0.0016165
MT	Multi-Residential - Taxable at Full Rate	0.0042030
NT	New Multi-Residential - Taxable at Full Rate	0.0021554
PT	Pipelines	0.0025030
R1	Residential/Farm - Taxable Farm Awaiting Develop Ph 1 Rate	0.0016165
RT	Residential and Farm - Taxable at Full Rate	0.0021554
ST	Shopping Centre - Taxable at Full Rate	0.0042030
SU	Shopping Centre - Taxable at Excess Land Rate	0.0042030
TT	Managed Forest - Taxable at Full Rate	0.0005389
HT	Landfill - Taxable Excess Land Rate	0.0033193

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-076

Being a by-law to adopt Amendment No. 57 to the City of Cambridge Official Plan (2012), as amended (201 and 217 Hespeler Road)

WHEREAS sections 17 and 22 of the *Planning Act* R.S.O. 1990 c. P. 13, as amended empower the City of Cambridge to adopt an Official Plan and make amendments thereto;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. That Amendment No. 57 to the City of Cambridge Official Plan (2012) applies to land legally described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo.

2. The Amendment No. 57 to the City of Cambridge Official Plan (2012) as amended, consisting of the text and attached map, is hereby adopted.

3. That the Clerk is hereby authorized and directed to make application to the Regional Municipality of Waterloo for approval of the aforementioned Amendment No. 57 to the City of Cambridge Official Plan (2012), as amended.

4. That this By-Law shall come into full force and effect upon the final passing thereof.

ENACTED AND PASSED this 13th day of December 2022.

_____

Mayor

_____

Clerk

Purpose and Effect of Official Plan Amendment No. 57

City File No. OR01/22 – 201 and 217 Hespeler Road

The Purpose and Effect of Official Plan Amendment No. 57 to the City of Cambridge Official Plan (2012), as amended, is to maintain the existing Hespeler Road Mixed Use Corridor designation with a site-specific policy to permit the development of a mixed-use commercial and residential development to a maximum height of 17 storeys and maximum density of 3.69 Floor Space Index and 270 units per hectare to permit 321 residential apartment units and approximately 600 square metres of commercial floor area at 201 and 217 Hespeler Road.

Amendment No. 57 to the City of Cambridge Official Plan

1. Chapter 14, Map 2A of the City of Cambridge Official Plan is hereby modified by adding Site Specific Figure 92 as shown on Schedule 'A' attached hereto;

2. Chapter 16, of the City of Cambridge Official Plan is hereby amended by adding Figure 92 as shown on Schedule 'B' attached hereto;

3. Section 8.10 of the City of Cambridge Official Plan is hereby amended by adding the following subsection thereto:

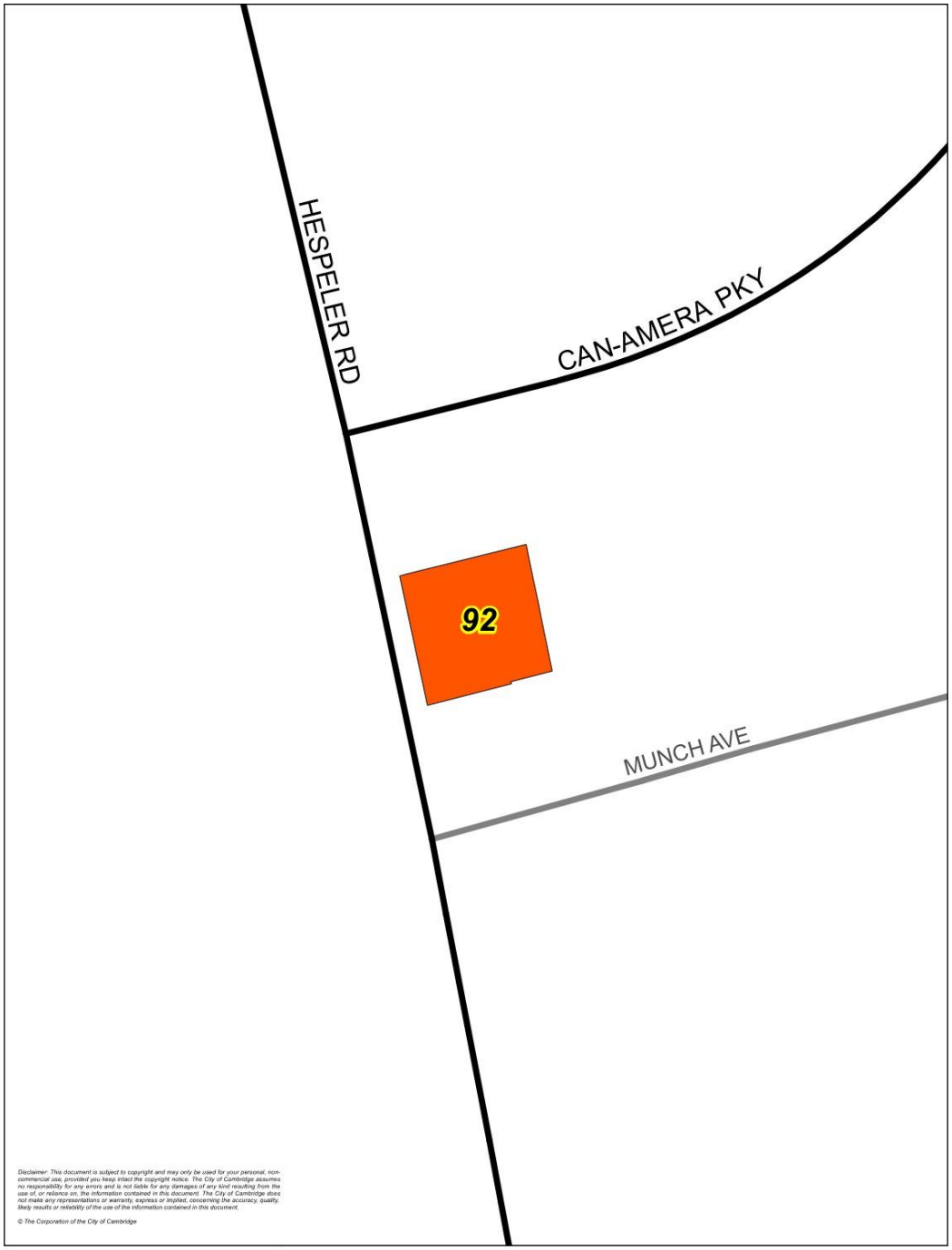
8.10.92

1. Notwithstanding Table 3 in Section 2.8.3.3 and Section 8.7.2.6 (b), the following maximum height and density requirements apply to the land designated as Hespeler Road Mixed Use Corridor located at 201 and 217 Hespeler Road and more particularly shown on Figure 92;

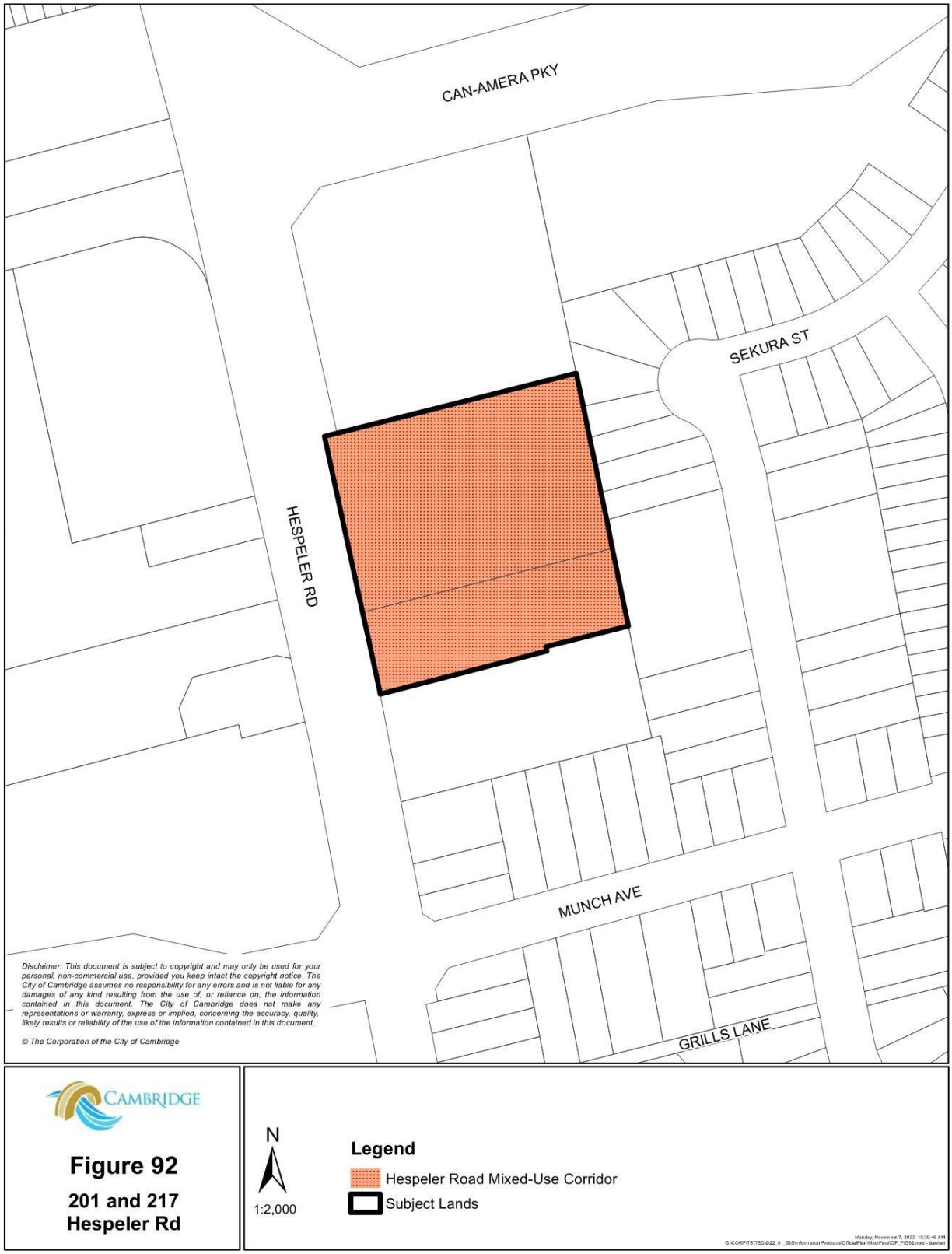
    a. Maximum density of 270 units per hectare and 3.69 Floor Space Index; and

    b. Maximum building height of 17 storeys

Schedule 'A'


HESPELER RD
CAN-AMERA PKY
92
MUNCH AVE
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City of Cambridge Official Plan
CAMBRIDGE
MAP 2A
Site Specific Policies
(See Section 8.10)
OPA 57
N
1:3,000
Legend
Roads - Ownership
Province of Ontario or Region of Waterloo
City of Cambridge
Site Specific (Figure Number) 92

Schedule 'B'


CAN-AMERA PKY
SEKURA ST
HESPELER RD
MUNCH AVE
GRILLS LANE
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CAMBRIDGE
Figure 92
201 and 217 Hespeler Rd
N
1:2,000
Legend
Hespeler Road Mixed-Use Corridor
Subject Lands

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-077

Being a by-law to amend Zoning By-law 150-85, as amended with respect to land municipally known as 201 and 217 Hespeler Road.

WHEREAS Council of the City of Cambridge has the authority pursuant to Section 34 and 36 of the Planning Act, R.S.O. 1990, c. P. 13, as amended to pass this By-law;

AND WHEREAS this By-Law conforms to the City of Cambridge Official Plan, as amended;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this Amendment was presented at the public meeting held May 31, 2022, and that a further public meeting is not considered necessary in order to proceed with this Amendment; and,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. THAT this by-law shall apply to lands described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo and shown on Schedule ‘A’ attached hereto and forming part of the by-law;

2. THAT Schedule ‘A’ to City of Cambridge Zoning By-law 150-85, as amended, is hereby amended by changing the zoning classification of the lands shown in heavy black in the attached Schedule ‘A’ to this By-law from C4 and C4 s.4.1.37 125 to (H)C1RM1 s.4.1.432;

3. THAT the aforesaid City of Cambridge Zoning By-law No. 150-85, as amended, is hereby further amended by adding the following subsection under section 4.1 thereof:

   4.1.432 – 201 and 217 Hespeler Road:

1. Notwithstanding the provisions of Sections 3.1.2.4 (b), (j) and 3.3.3.2 (c) of the City of Cambridge Zoning By-law No. 150-85, the following regulations shall apply to the property in the C1RM1 zone to which reference S.4.1.432 is made on Schedule 'A' attached to and forming part of this by-law:

    a. A maximum density of 270 units per hectare shall be permitted.
    b. A minimum landscaped open space of 25% shall be permitted.
    c. A minimum front yard setback of 4.5m shall be permitted.

2. Notwithstanding the provisions of Section 2.2.1.2 (b), of this By-law, the following regulations shall apply to the lands in the C1RM1 zone to which reference "s.4.1.432" is made on Schedule 'A' attached to and forming part of this By-law:

    a. Commercial parking shall be provided at a rate of 0.78 spaces per 100 square metres of gross leasable commercial floor area.

3. No Geothermal Wells shall be permitted on the lands in Schedule "A". A geothermal well is defined as a vertical well, borehole or pipe installation used for geothermal systems, ground-source heat pump systems, geo-exchange systems or earth energy systems for heating or cooling; including open-loop and closed-loop vertical borehole systems. A geothermal well does not include a horizontal system where construction or excavation occurs to depths less than five meters unless the protective geologic layers overlaying a vulnerable aquifer have been removed through construction or excavation.

4. The (H) Holding provision applying to the lands zoned C1RM1 "s.4.1.432" may only be lifted once the following requirements have been addressed:

    a. A Record of Site Condition (RSC) for the entirety of the subject lands in accordance with O. Reg. 153/04, as amended, has been filed on the Ministry of Environment, Conservation and Parks (MECP) Environmental Site Registry on or after July 1, 2011 and the RSC and the Ministry's Acknowledgement letter has been submitted to the satisfaction of the Regional Municipality of Waterloo.
    b. A detailed stationary noise study has been completed and any recommended mitigation measures have been implemented to the satisfaction of the Region of Waterloo. The detailed stationary noise study shall review the potential impacts of the development on itself (e.g. HVAC system on the sensitive points of reception) and the impact of the development on the adjacent sensitive land uses.

5. THAT this By-Law shall come into force and effect on the date it is enacted and passed by Council of the Corporation of the City of Cambridge, subject to notice hereof being circulated in accordance with the Planning Act and Ontario Regulation 545/06.

ENACTED AND PASSED this 13th day of December 2022

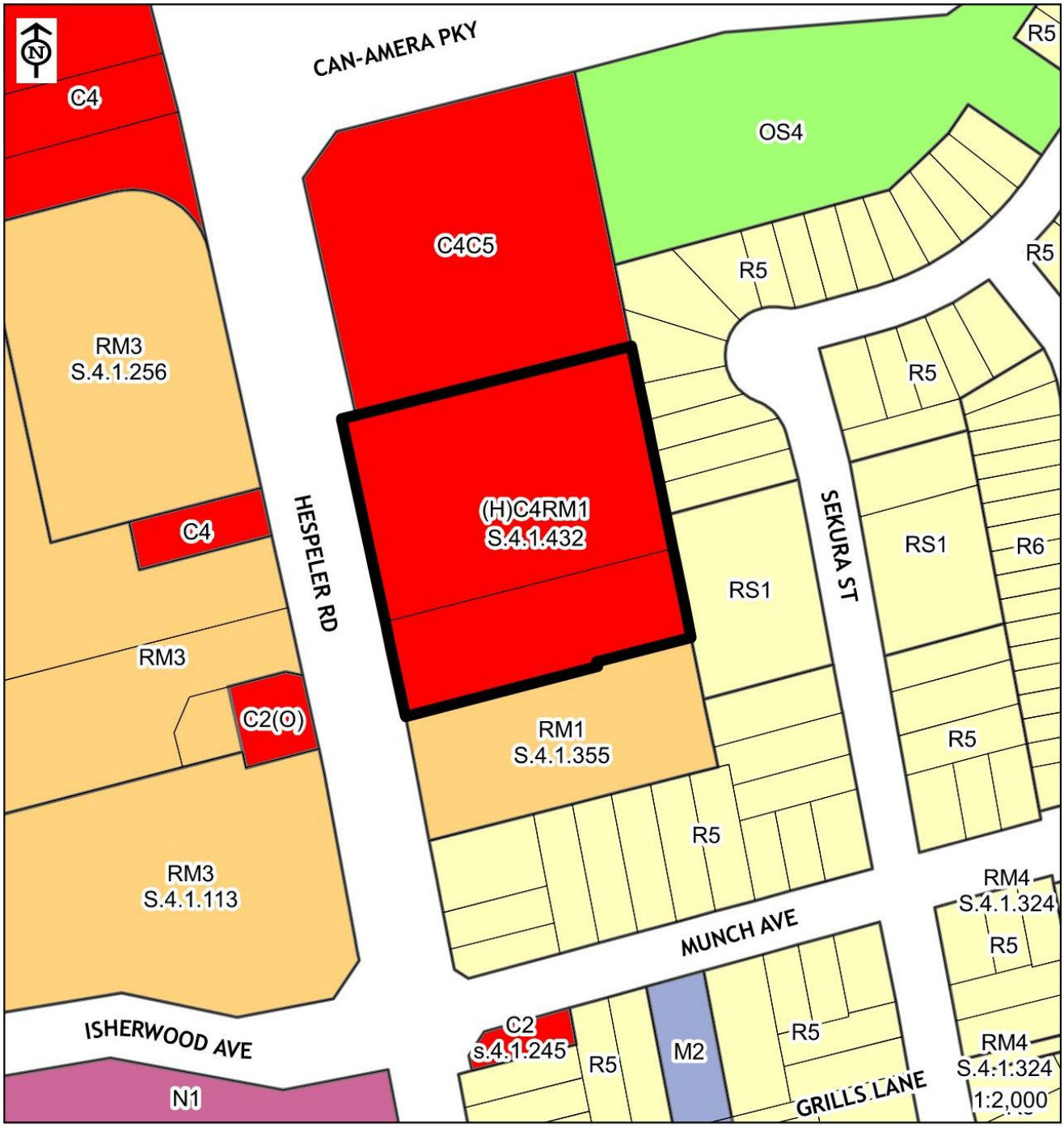
_____

Mayor

_____

Clerk

Schedule A



This is Schedule A attached to and forming part of By-law

Lands affected by the by-law

Zoning Classification

- OPEN SPACE
- MEDIUM HIGH DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- INSTITUTIONAL
- INDUSTRIAL
- COMMERCIAL

CAMBRIDGE
Technology Services
GIS Division

Monday, November 7, 2022 8:06:48 AM
ts\SitePlans\Mxd\201_217HespelerRd.mxd - danilad

Purpose and Effect of By-Law No 22-077

The purpose and effect of this by-law is to amend the zoning classification of the lands legally described as Part 30 and 31 of Plan 610, RP 58R-12953 Part 1 and 2, City of Cambridge, Regional Municipality of Waterloo from C4 and C4 s.4.1.37 to (H)C1RM1 s.4.1.432 to facilitate the development of the lands for a mixed-use commercial and residential development to a maximum height of 17 storeys with 321 residential apartment units and approximately 600 square metres of commercial floor area.

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-078

Being a by-law to amend Zoning By-Law 150-85, as amended with respect to land municipally known as 359 Lawrence Street

WHEREAS Council of the City of Cambridge has the authority pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended to pass this by-Law;

WHEREAS this by-Law conforms to the City of Cambridge Official Plan, as amended;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this Amendment was presented at the public meeting held March 22nd, 2022, and that a further public meeting is not considered necessary in order to proceed with this Amendment,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** this by-Law shall apply to lands described as Plan 353, Lot 9 & Lot 10 Closed; Margaret Street, Part of Reference Plan 67R1397; Part 1 of Reference Plan 58R9913; Part 10, City of Cambridge, Regional Municipality of Waterloo and shown on Schedule 'A' attached hereto and forming part of the by-law.

2. **THAT** Schedule 'A' to City of Cambridge Zoning By-Law 150-85, as amended, is hereby amended by changing the zoning classification of the lands shown in heavy black in the attached Schedule 'A' to this By-Law from C2(O) to RM4 "s.4.1.433".

3. **AND THAT** the aforesaid City of Cambridge Zoning By-Law No. 150-85, as amended, is hereby further amended by adding the following subsection under section 4.1 thereof:

   4.1.433, municipally known as 359 Lawrence Street.

   1. Notwithstanding the provisions of sections 2.2.4.4 and 3.1.2.5 (e), (f), and (h) of this

by-Law, the following regulations shall apply to the lands in the RM4 zone to which parenthetical reference to “s.4.1.433” is made on Schedule ‘A’ attached to and forming part of this by-Law:

1. The minimum exterior side yard setback shall be 4 metres;
2. The minimum interior side yard setback shall be 2 metres;
3. The maximum lot coverage shall be 45 percent; and,
4. The minimum distance between the easternmost access driveway and the Mildred Street property line shall be 7.3 metres.

2. That this by-Law shall come into force and effect on the date it is enacted and passed by Council of the Corporation of the City of Cambridge, subject to notice hereof being circulated in accordance with the Planning Act and Ontario Regulation 545/06.

ENACTED AND PASSED this 13th Day of December, 2022

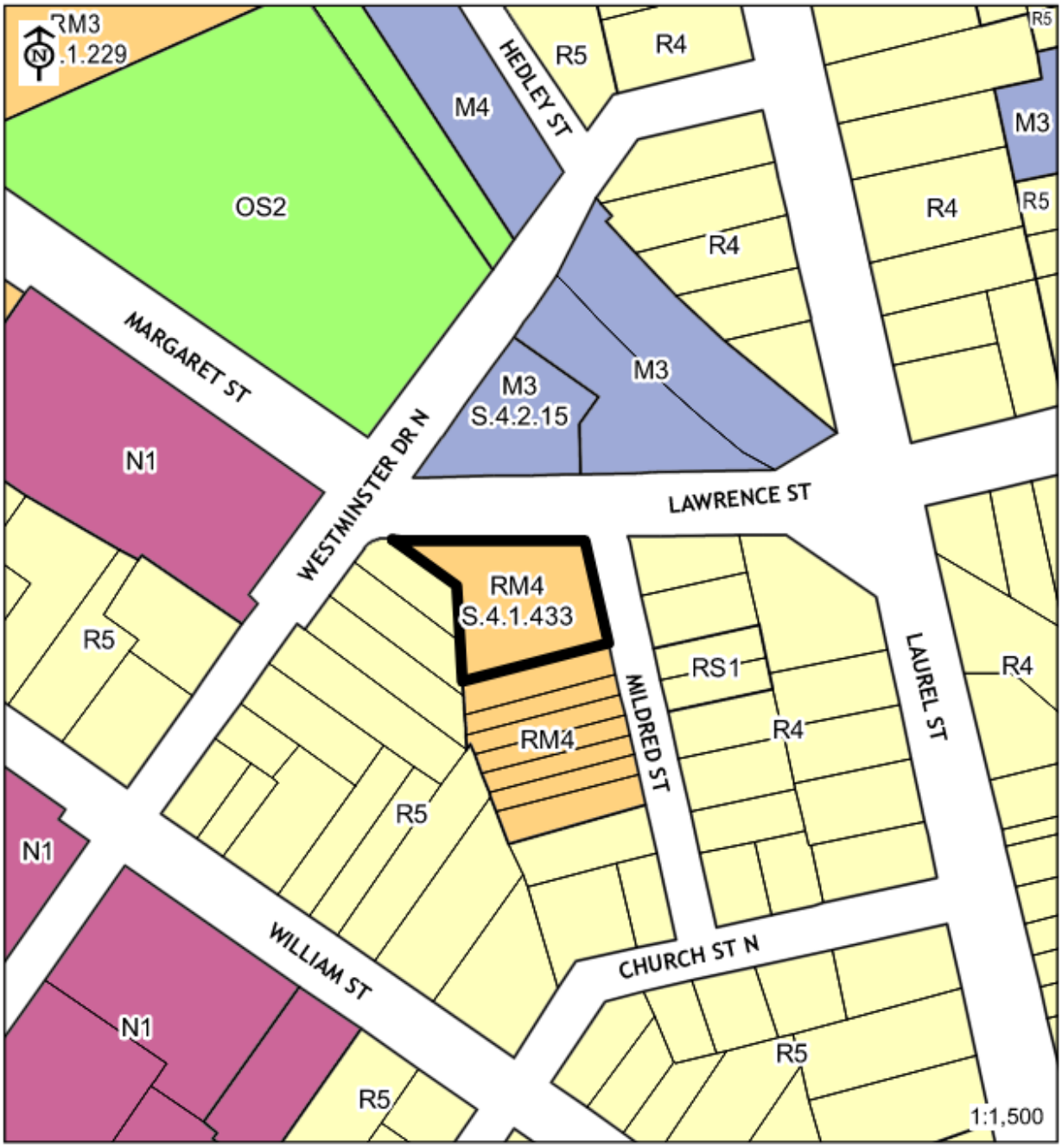
_____

MAYOR

_____

CLERK

Schedule A



This is Schedule A attached to and forming part of By-law _____

Lands affected by the by-law

Zoning Classification

- OPEN SPACE
- MEDIUM HIGH DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- INSTITUTIONAL
- INDUSTRIAL

CAMBRIDGE Technology Services GIS Division

Purpose and Effect of By-law No 22-078

The purpose and effect of this by-law is to amend the zoning classification of the lands legally described as Plan 353, Lot 9 & Lot 10 Closed; Margaret Street, Part of Reference Plan 67R1397; Part 1 of Reference Plan 58R9913; Part 10, City of Cambridge, Regional Municipality of Waterloo from C2(O) to RM4 s.4.1.433 to facilitate the development of six, two-storey street fronting townhomes.

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-079

Being a by-law to adopt Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended (1418 Duke Street)

WHEREAS sections 17 and 22 of the *Planning Act* R.S.O. 1990 c. P. 13, as amended empower the City of Cambridge to adopt an Official Plan and make amendments thereto;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** Amendment No. 58 to the City of Cambridge Official Plan (2012) applies to land legally described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo.

2. **THAT** Amendment No. 58 to the City of Cambridge Official Plan (2012) as amended, consisting of the text and attached map, is hereby adopted.

3. **AND THAT** the Clerk is hereby authorized and directed to make application to the Regional Municipality of Waterloo for approval of the aforementioned Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended.

4. That this by-law shall come into full force and effect upon the final passing thereof.

ENACTED AND PASSED this 13th Day of December 2022

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MAYOR

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CLERK

Purpose and Effect of Official Plan Amendment No. 58

The purpose and effect of this Official Plan Amendment No. 58 to the City of Cambridge Official Plan (2012), as amended, is to permit a maximum density of 105 units per hectare for lands designated “Low/Medium Density Residential” and municipally known as 1418 Duke Street, City of Cambridge and Regional Municipality of Waterloo.

Amendment No. 58 to the City of Cambridge Official Plan

1. Chapter 14, Map 2A of the City of Cambridge Official Plan is hereby amended by adding Site Specific Figure 93, as shown on Schedule ‘A’ attached hereto;

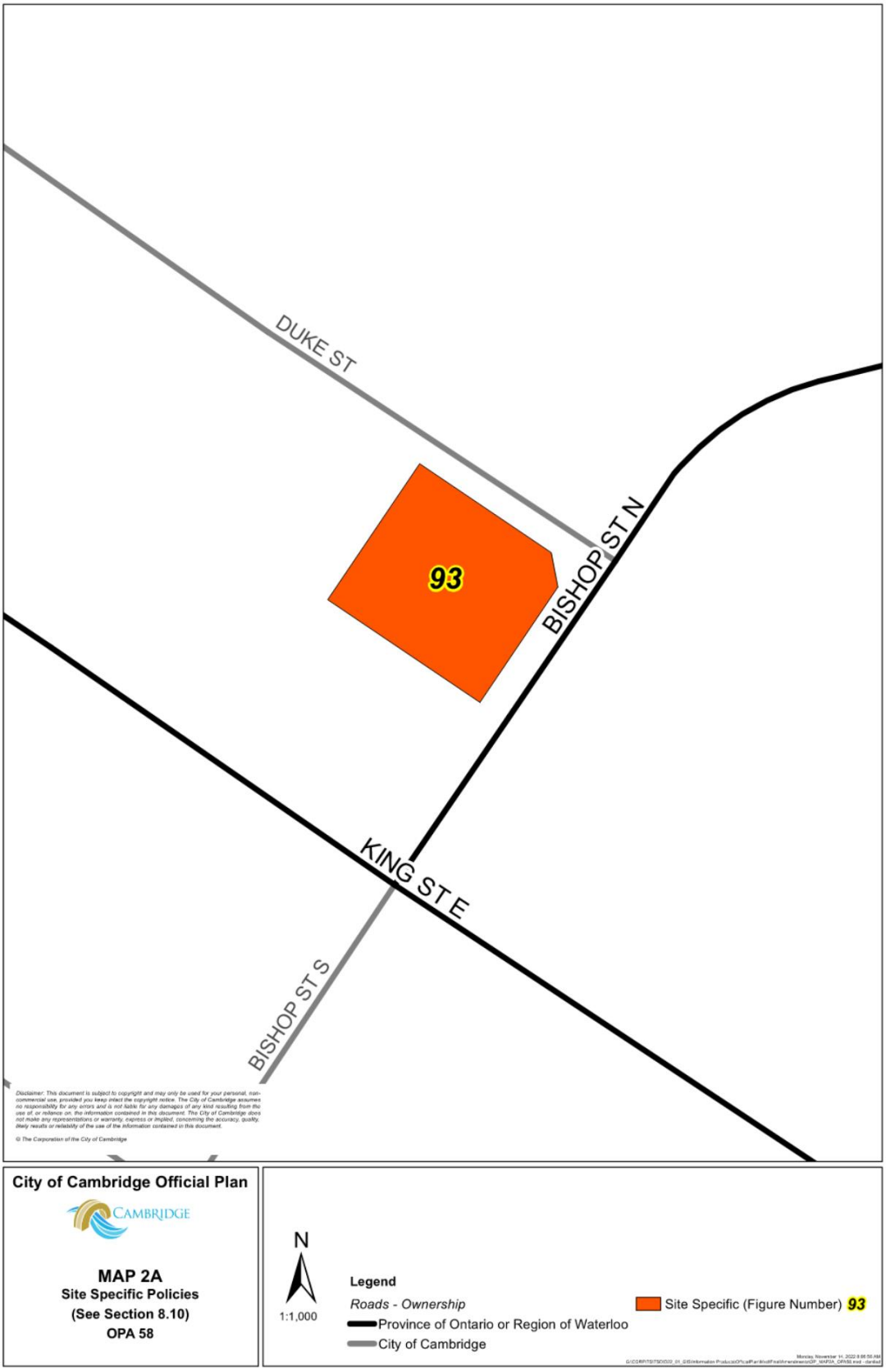
2. Chapter 16 of the City of Cambridge Official Plan is hereby amended by adding Figure 93 as shown on Schedule ‘B’ attached hereto;

3. Section 8.10 of the City of Cambridge Official Plan is hereby amended by adding the following subsection thereto:

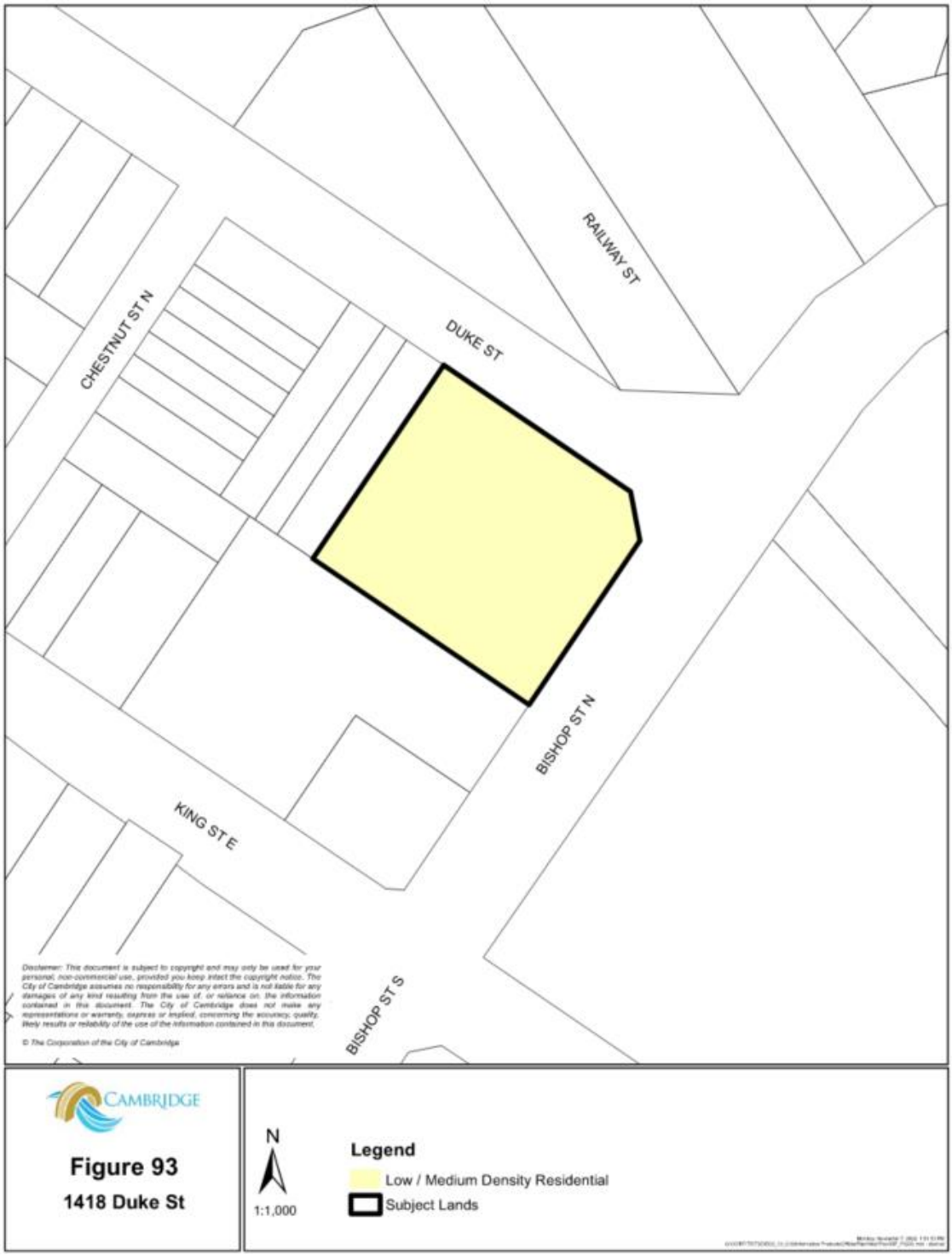
8.10.93

1. Notwithstanding policy 8.4.6.16 in this plan, the land designated as Low/Medium Density Residential on Map 2 of this Plan, located at 1418 Duke Street and more particularly shown on Figure 93 shall be permitted a maximum residential density of 105 units per hectare;

Schedule A – Map 2A



Schedule B – Chapter 16 – Figure 93



THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-080

Being a by-law to amend Zoning By-law 150-85, as amended with respect to land municipally known as 1418 Duke Street

WHEREAS Council of the City of Cambridge has the authority pursuant to Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended to pass this By-law;

WHEREAS this by-law conforms to the City of Cambridge Official Plan, as amended;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this Amendment was presented at the public meeting held March 22nd, 2022, and that a further public meeting is not considered necessary in order to proceed with this Amendment; and,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** this by-law shall apply to lands described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo and shown on Schedule ‘A’ attached hereto and forming part of the by- law;

2. **THAT** Schedule ‘A’ to City of Cambridge Zoning By-law 150-85, as amended, is hereby amended by changing the zoning classification of the lands shown in heavy black in the attached Schedule ‘A’ to this By-law from CS5 “S.4.1.100” to (H)RM2 “s.4.1.434”.;

3. **THAT** the aforesaid City of Cambridge Zoning By-law No. 150-85, as amended, is hereby further amended by adding the following subsection

under section 4.1 thereof:

4.1.434, municipally known as 1418 Duke Street.

1. Notwithstanding the provisions of sections 2.1.15.1, 2.2.1 (d), and 3.1.2.4 (b) of this by-law, the following regulations shall apply to the lands in that RM2 zone classification to which parenthetical reference to “s.4.1.434” is made on Schedule ‘A’ attached to and forming part of this by-law:
    - The maximum density of the lands shall be 105 units per net residential hectare;
    - The interior side yard setback shall be a minimum of 3 metres;
    - The minimum common amenity area shall be 8.2 square metres per unit;
    - The minimum visitor parking rate shall be 0.15 parking spaces per unit; and,
    - Staircases projecting into the exterior side yard shall be permitted a maximum projection of 4.5 metres.

2. Notwithstanding the (H) Prefix Zone holding provisions as outlined in S.2.1.4 of the aforesaid City of Cambridge Zoning By-law, as amended, the removal of the (H) Holding Provision for the entirety of the lands zoned (H)RM2 s.4.1.434 may only be lifted:

    1. Upon the submission of a Record of Site Condition (RSC) in accordance with O. Reg. 153/04, as amended, has been filed on the Ministry of Environment, Conservation and Parks (MECP) Environmental Site Registry on or after July 1, 2011 and the Ministry’s Acknowledgement letter is received to the satisfaction of the Regional Municipality of Waterloo.

3. Geothermal Wells are prohibited on the lands. A geothermal well is

defined as a vertical well, borehole or pipe installation used for geothermal systems ground-source heat pump systems, geo-exchange systems or earth energy systems for heating or cooling; including open-loop and closed-loop vertical borehole systems. A geothermal well does not include a horizontal system where construction or excavation occurs to depths less than five metres unless the protective geologic layers overlaying a vulnerable aquifer have been removed through construction or excavation.

4. That this by-law shall come into force and effect on the date it is enacted and passed by Council of the Corporation of the City of Cambridge, subject to notice hereof being circulated in accordance with the Planning Act and Ontario Regulation 545/06.

ENACTED AND PASSED this 13th Day of December, 2022

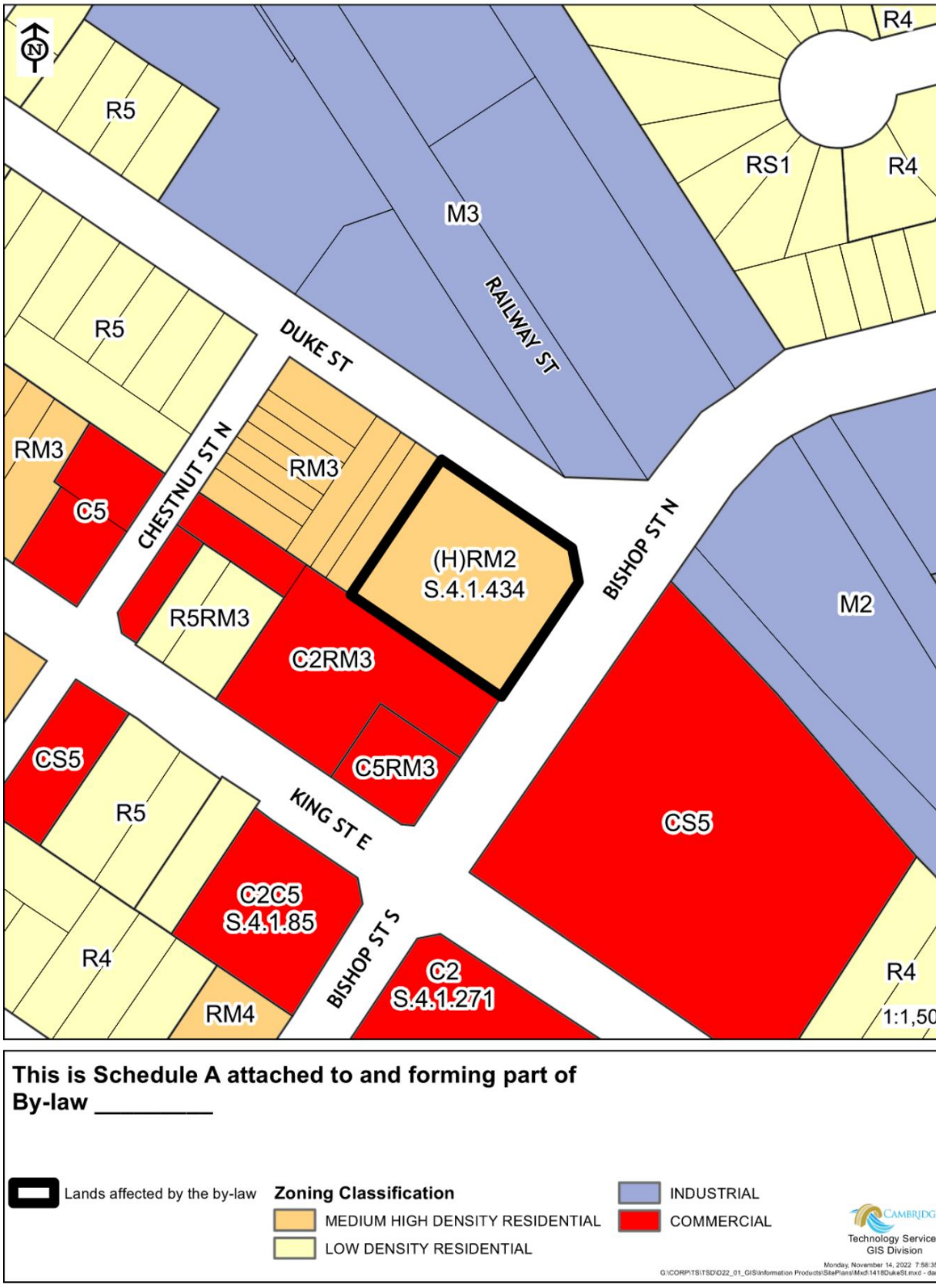
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MAYOR

_____

CLERK

Schedule A


R4
R5
RS1
R4
M3
RAILWAY ST
R5
DUKE ST
RM3
CHESTNUT ST N
RM3
C5
(H)RM2
S.4.1.434
BISHOP ST N
M2
R5RM3
C2RM3
CS5
C5RM3
KING ST E
R5
CS5
C2C5
S.4.1.85
BISHOP ST S
R4
C2
S.4.1.271
R4
RM4
1:1,50
This is Schedule A attached to and forming part of
By-law _____
Lands affected by the by-law
Zoning Classification
MEDIUM HIGH DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
INDUSTRIAL
COMMERCIAL
Technology Service
GIS Division

Purpose and Effect of By-law No 22-080

The purpose and effect of this by-law is to amend the zoning classification of the lands legally described as RCP Plan 1378; part of Lots 13 and 15, City of Cambridge, Regional Municipality of Waterloo from CS5 “S.4.1.100” to the (H)RM2 “S.4.1.434” zone to facilitate the development of a stacked townhouse building containing 28 residential units with a calculated density of 105 units per net residential hectare.

THE CORPORATION OF THE CITY OF CAMBRIDGE

BY-LAW 22-081

Being a by-law to confirm the proceedings of the Council of the Corporation of the City of Cambridge

WHEREAS the *Municipal Act*, 2001 S.O. 2001, c.25, Section 5, provides that the powers of a municipal corporation shall be exercised by its Council;

WHEREAS the *Municipal Act*, 2001 S.O. 2001, c.25, Section 9 and 11, provides that except where otherwise provided the powers of any Council shall be exercised by by-law;

AND WHEREAS in many cases action which is taken or authorized to be taken by Council does not lend itself to the passage of an individual by-law,

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Cambridge enacts as follows:

1. **THAT** the action of the Council at its meeting held on the 13th day of December, 2022, in respect of each motion, resolution and other action taken by the Council, and its Committees, at its said meeting is, except where the prior approval of the Local Planning Appeal Tribunal or other authority is by law required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.

2. **THAT** where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above mentioned Minutes or with respect to the exercise of any powers by the Council in the above mentioned Minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.

3. **THAT** the Mayor and the proper officers of The Corporation of the City of Cambridge are hereby authorized and directed to do all things necessary to give effect to the said action of the Council or to obtain approvals where required and, except where otherwise provided, the Mayor, the Clerk and the Treasurer are hereby directed to execute all documents necessary on behalf of The Corporation of the City Cambridge and to affix thereto the corporate seal of The Corporation of the City of Cambridge.

4. **AND THAT** this by-law shall come into full force on the day it is passed.

ENACTED AND PASSED this 13th day of December, 2022.

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MAYOR

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CLERK