

AGENDA

THE FIFTEENTH MEETING OF THE ONE HUNDRED AND FORTY-FIFTH COUNCIL OF THE CORPORATION OF THE CITY OF ST. THOMAS

May 20, 2025, 5:00 P.M.
COUNCIL CHAMBERS/ZOOM

ROUTINE PROCEEDINGS AND GENERAL ORDERS OF THE DAY

INDIGENOUS LAND ACKNOWLEDGEMENT
DISCLOSURES OF INTEREST
MINUTES
DEPUTATIONS
COMMITTEE OF THE WHOLE
REPORTS OF COMMITTEES
PETITIONS AND COMMUNICATIONS
UNFINISHED BUSINESS
NEW BUSINESS
BY-LAWS
PUBLIC NOTICE
NOTICES OF MOTION
CLOSED SESSION
OPEN SESSION
ADJOURNMENT

INDIGENOUS LAND ACKNOWLEDGEMENT

We acknowledge that the land on which we meet is the traditional territory of the Haudenosaunee, Anishinabek, Attiwoonderonk (Neutral) and Mississauga peoples and is now home to many diverse First Nations, Inuit and Métis peoples.

We also recognize that this land is now home to the Munsee-Delaware Nation, Chippewas of the Thames First Nation and Oneida Nation of the Thames.

This land was settled through Treaty 2, the McKee Purchase Treaty of 1790, and we, as beneficiaries of the treaty recognize our collective responsibilities to the land and water.

Pages

1. DISCLOSURES OF INTEREST
2. MINUTES
Confirmation of the minutes of the meetings held on May 12, 2025.
3. DEPUTATIONS
 - 3.a Southwestern Public Health - Measles Update 4
Dr. Ninh Tran, Medical Officer of Health and representatives from Southwestern Public Health will make a power point presentation regarding a current measles outbreak in the community and mitigation measures being taken.
4. COMMITTEE OF THE WHOLE
Council will resolve itself into Committee of the Whole to deal with the following business.
5. STRATEGIC DIRECTION AND DEVELOPMENT
6. UNFINISHED BUSINESS
7. NEW BUSINESS
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 - 7.c Community Improvement Program – 496 Talbot Street - Grants 19
Report PD-22-25 of the Planning Programs Coordinator.

7.d	<u>Application by Doug Tarry Limited for Temporary Removal of Part-lot Control – Townhouse Dwellings on Lots 10, 11, 13, 14, 16 and 18 on Registered Plan 11M-257</u>	20
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9.	<u>COMMUNITY ENGAGEMENT AND SERVICES</u>	
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11.	<u>NEW BUSINESS</u>	
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16.	<u>BUSINESS CONCLUDED</u>	
17.	<u>CORPORATE GOVERNANCE AND ADMINISTRATION</u>	
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	Report CC-09-25 of the Deputy City Clerk.	
19.	<u>NEW BUSINESS</u>	
20.	<u>BUSINESS CONCLUDED</u>	
21.	<u>REPORTS PENDING</u>	
22.	<u>COUNCIL</u>	
	Council will reconvene into regular session.	
23.	<u>REPORT OF COMMITTEE OF THE WHOLE</u>	
	<u>Strategic Direction and Development</u>	
	<u>Community Engagement and Services</u>	
	<u>Infrastructure and Civic Operations</u>	
	<u>Corporate Governance and Administration</u>	
	A resolution stating that the recommendations, directions and actions of Council in Committee of the Whole as recorded in the minutes of this date be confirmed, ratified and adopted will be presented.	
24.	<u>REPORTS OF COMMITTEES</u>	
25.	<u>PETITIONS AND COMMUNICATIONS</u>	
25.a	<u>"Fetal Alcohol Spectrum Disorder Awareness Month" - September 5th to 12th, 2025 - Proclamation, Jumbo Lighting and Bell Ringing</u>	45
	A letter has been received from Ethel de la Penotiere requesting that Council proclaim September as Fetal Alcohol Spectrum Disorder Awareness Month in the City of St. Thomas, that the Jumbo monument be lit in red from September 5th to 12th, 2025, and that the bells at City Hall be rung nine times at 9:09 a.m.	

on September 9th, 2025.

25.b	<u>"National AccessAbility Week" - May 25th to May 31st, 2025 - Proclamation and Flag Raising and "Red Shirt Day" - May 28th, 2025 - Proclamation</u> A letter has been received from Jon Hindley, Deputy City Clerk on behalf of the St. Thomas Municipal Accessibility Advisory Committee, requesting that Council proclaim May 25th to May 31st, 2025 as "National AccessAbility Week" in the City of St. Thomas and that the accessibility flag be flown for the week. The flag raising is proposed for May 26th, 2025 at 10:00 a.m. The letter further requests that Council proclaim May 28th, 2025 as "Red Shirt Day" in the City of St. Thomas.	47
25.c	<u>Gino's Pizza - #55-417 Wellington Street - Application for Liquor Licence</u> Application has been made to the Alcohol and Gaming Commission of Ontario by Gino's Pizza for a liquor licence for the indoor and outdoor areas at #55-417 Wellington Street. Council may make representation to the Commission concerning the application.	48
25.d	<u>Ministry of Municipal Affairs and Housing - Protect Ontario by Building Faster and Smarter Act 2025 - Bill 17</u> A letter has been received from the Honourable Rob Flack, Minister, Ministry of Municipal Affairs and Housing regarding development related changes to various legislation proposed in the "Protect Ontario by Building Faster and Smarter Act 2025". Comment on the proposed changes may be made until June 11, 2025.	50
26.	<u>UNFINISHED BUSINESS</u>	
27.	<u>NEW BUSINESS</u>	
28.	<u>BY-LAWS</u> Councillor Taylor	
28.a	<u>First Reading</u>	
28.b	<u>Second Reading</u>	
28.c	<u>Third Reading</u> 1. A by-law to confirm the proceedings of the Council meeting held on the 20th day of May, 2025. 2. A by-law to temporarily remove certain lands from part lot control. (Lots 10, 11, 13, 14, 16 and 18 on Registered Plan 11M-257 - File No: PLC 03-25 - Harvest Run Phase 3 Stage 1)	
29.	<u>PUBLIC NOTICE</u>	
30.	<u>NOTICES OF MOTION</u>	
31.	<u>CLOSED SESSION</u> A resolution to close the meeting will be presented to deal with a proposed or pending acquisition of land and a personal matter about an identifiable individual. 31.a <u>Section 239 2(c)</u> 31.b <u>Session - 239 2(b)</u>	
32.	<u>OPEN SESSION</u>	
33.	<u>ADJOURNMENT</u>	



St. Thomas Site
Administrative Office
1230 Talbot Street
St. Thomas, ON
N5P 1G9

Woodstock Site
410 Buller Street
Woodstock, ON
N4S 4N2

May 2, 2025

City of St. Thomas

Mayor Joe Preston and Members of City Council
City of St. Thomas
545 Talbot Street
P.O. Box 520, City Hall
St. Thomas, ON N5P 3V7

MAY 02 2025

City Clerks Dept.

Dear Mayor Preston and Members of City Council,

On behalf of Southwestern Public Health, we are writing to formally request a delegation to an upcoming meeting of St. Thomas City Council. We would like the opportunity to provide City Council an update on the current measles outbreak in the region and outline the steps being taken to protect the health of our communities.

The delegation, led by Dr. Ninh Tran, Medical Officer of Health, will include:

- An overview of measles activity in the Southwestern Public Health region, including case counts and risk factors;
- The public health response and risk mitigation strategies underway;
- Key messaging we are sharing with the community to promote awareness and encourage vaccination;
- Ways the City can support and reinforce public health messaging to protect residents.

Our goal is to ensure City Council is well-informed about the current situation and our response efforts. We also want to provide City Council with tools to support resident inquiries and reinforce the importance of immunization and outbreak prevention.

Thank you for considering our request. Please let us know if a specific date would be preferred.

Sincerely,

Dr. Ninh Tran
Medical Officer of Health
Southwestern Public Health

Cynthia St. John
Chief Executive Officer
Southwestern Public Health

Update on Measles in the Southwestern Public Health Region

Dr. Ninh Tran
Medical Officer of Health

May 20, 2025



Current situation

- 524 confirmed cases (between October 2024 and May 8, 2025)
- Predominantly affecting unvaccinated and school-aged children

Data & demographics

Vaccination status of all cases:

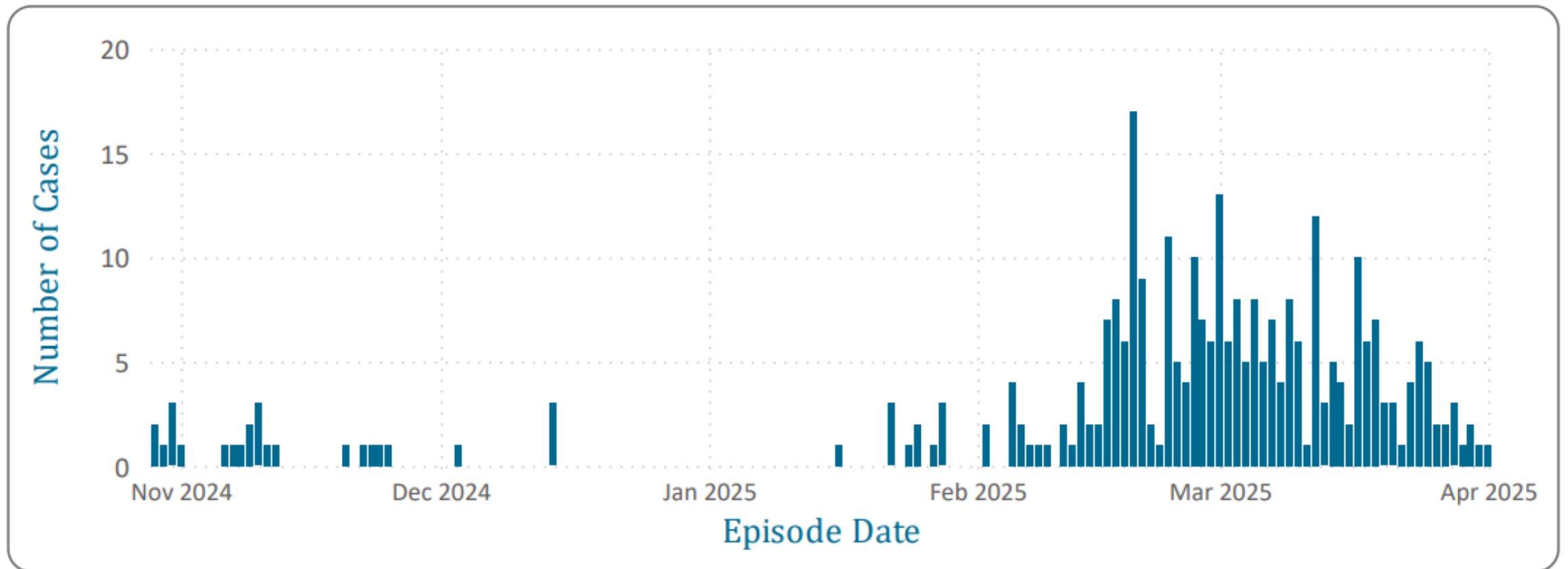
- Unimmunized – **85.4%**
- One dose – **3.1%**
- Two doses - **5.3%**
- Unknown - **6.2%**

Most measles cases reported to SWPH continue to occur among:

- Individuals 18 years of age or under (75.4%)
unimmunized (85.4%)



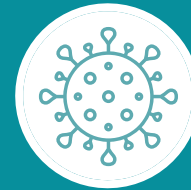
SWPH measles outbreak curve



Understanding measles



Highly contagious: spreads through airborne respiratory droplets



Initial symptoms: fever, cough, runny nose, red eyes



Rash appears last



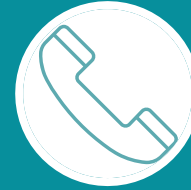
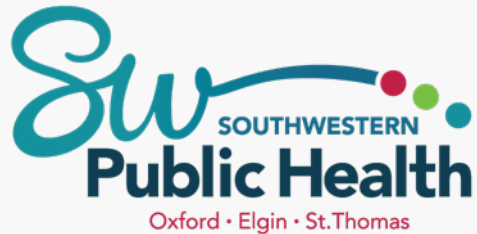
Infectious 4 days before and 4 days after rash

The role of public health

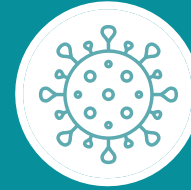
- Surveillance, contact tracing and case management
- Public notification and communication
- Vaccination and immunization
- Outbreak control measures
- Collaboration with schools, hospitals and partners



Our response



Targeted outreach and multi-language messaging



Enhanced vaccination strategy



Regular coordination with local and provincial health teams



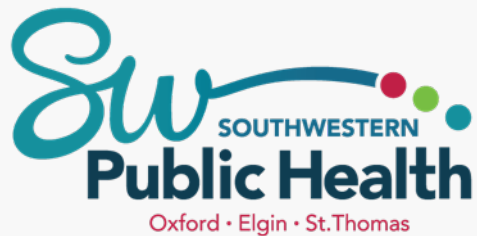
Engagement with schools, hospitals, community partners

Reaching priority populations

- Partnering with community organizations for direct outreach
- Multilingual materials and campaigns
- Working with cultural and faith groups, trusted leaders



Community messages



Get vaccinated

**Check your immunization
records**

Watch for early symptoms

Stay home if sick

**Seek medical advice if
exposed**




How you can help

Share our messaging through your networks

Direct residents to SWPH for credible information

Reinforce the importance of immunization in community meetings

	Report No. CMO-19-25
	File No.
Directed to: Mayor Joe Preston and Members of City Council	Meeting Date: May 20, 2025
Department: City Manager's Office	Attachment
Authored By: Taylor Mooney, Strategic Initiatives Manager	
Subject: AMO 2025 Delegation Requests	

Recommendation:

THAT: Report CMO-19-25 relating to AMO 2025 Delegation Requests be received for information; and further,

THAT: The proposed delegation requests for the 2025 Association of Municipalities of Ontario (AMO) Conference be approved for submission.

Background:

The Association of Municipalities of Ontario (AMO) annual conference will be held in Ottawa from August 17 to 20, 2025. The conference will provide attendees with sessions, keynote speaker presentations, and delegation meetings with provincial ministers. The Mayor, two City Councillors, and a member of the City’s Leadership Team are registered to attend.

Through the approved delegation meetings, City Council members, supported by city staff, will share municipal updates, outline municipal best practices, and identify municipal challenges for which provincial collaboration and assistance would be beneficial. This will also provide an opportunity for the City to highlight its success in the implementation of its strategic plan priorities and other recent important activities of the City. The delegation team will be equipped with updated copies of the City’s Advocacy Plan to provide to ministers and ministerial staff to increase information sharing and help leverage support for the requests.

Proposed Delegation Requests:

- Delegation requests are due May 30, 2025. The City’s Leadership Team has identified proposed delegations as follows:
- 1. Ministry of Health**
Requests:
 - a) On behalf of the Health Recruitment Partnership (with Elgin County), share strategic plan and advocate to allow municipalities to lead and receive funding for Family Health Organizations (FHOs) to directly establish and staff local primary care teams.
 - b) Re-evaluate the structure, governance, and financing of Ontario’s public health units to clarify roles, enhance accountability, and ensure sustainable funding.
 - 2. Ministry of the Environment, Conservation and Parks**
Request: Streamline the Record of Site Condition process for brownfield redevelopment and water reclamation facilities to enable timely and efficient reuse of land.
 - 3. Ministry of Education**
Request: Increase capital and operating funding to expand licensed childcare spaces and strengthen staffing capacity across the system.
 - 4. Ministry of Long-Term Care**
Request: Expand funding for adult day programs and seniors' recreation services to support aging in place and relieve pressure on institutional long-term care settings.
 - 5. Ministry of Transportation**
Request: Provide funding and policy support for a coordinated inter-community transportation solution, including continuity for the popular existing route connecting St. Thomas, Middlesex County, and the City of London.
 - 6. Ministry of Finance / MPAC**
Request: Reform Ontario’s property tax assessment and appeals system to improve fairness, accuracy,

and efficiency in assessment processes and reduce appeal backlogs. Specifically, for industry and businesses, request that the rules be changed to not allow retroactive taxation, while still permitting reassessment for the future.

7. *Ministry of the Solicitor General*

Request: Introduce new cost-sharing models to help municipalities manage the escalating costs of local policing services.

8. *Ministry of Municipal Affairs and Housing*

Request: Provide capital and operating funding support for the HART (Housing, Addictions, Response & Treatment) Hub in St. Thomas, an integrated model for housing, mental health, and addiction services.

9. *Ministry of Children, Community and Social Services*

Request: Increase the Ontario Works earnings exemption to \$1,000 per month with only a 25% deduction on income earned above that threshold.

Strategic Priority:

Strategic Pillar: Prepared and Resilient City - Priority #5: Reciprocal Partnerships

General Comments:

These proposed delegation requests represent recommendations from City Administration. Staff would be pleased to receive any additional suggestions from Council and, with direction, would create additional requests to be put forward.

All Council-approved delegation requests will be submitted through the AMO delegation portal prior to the May 30, 2025, deadline. If delegations are granted, staff will develop briefing packages and presentations as required. The Mayor and Council members will be briefed on this information in preparation for meetings with provincial stakeholders during the conference.

Financial Impact:

Funding to support Council and staff participation at the 2025 AMO Conference is included in the annual operating budget.

Report Approval:

All reports are reviewed and approved by the City Manager.

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: St. Thomas Elgin Social Services

Authored By: Danielle Neilson, Housing Stability Services Manager

Attachment

Subject: Built for Zero Canada: Homelessness Reduction Innovation Fund Application

Recommendation:

THAT: Report SESS-12-25 relating to Built for Zero Canada: Homelessness Reduction Innovation Fund Application be received for information.

Background:

As part of the [Canadian Alliance to End Homelessness](#) (CAEH), Built for Zero Canada is an ambitious national change effort helping a core group of leading communities end chronic homelessness and veteran homelessness as a first step on the path to eliminating all homelessness in Canada.

In May of 2021, St. Thomas-Elgin Social Services (STESS) became a [Built for Zero Canada](#) (BFZ-C) community and has since emerged as a leading Canadian community in its local response to homelessness. This includes achieving significant milestones such as becoming Canada's second community to achieve [Functional Zero on Veterans Homelessness](#), and [achieving and sustaining reductions in Chronic Homelessness](#) at a time when most Canadian communities are experiencing increases.



In February 2025, CAEH announced a new federal funding stream, the [Homelessness Reduction Innovation Fund](#) (HRIF), which forms part of [Reaching Home: Canada's Homelessness Strategy](#). HRIF aims to support Canadian communities to measurably reduce homelessness through targeted, data informed projects that either prevent occurrences of homelessness or accelerate housing solutions.

In order to be eligible to apply for HRIF, organizations must be:

- A Reaching Home Community Entity; and/or,
- An Indigenous Homelessness Stream or Territorial Homelessness Stream; and/or,
- **The community lead organization participating in Built for Zero – Canada.**

As the community lead organization for St. Thomas-Elgin, STESS qualified to apply for HRIF and worked closely with BFZ-C to develop and submit a data driven HRIF application.

To date:

- An Expression of Interest was submitted on March 21st, 2025.
- An invitation to complete and submit a HRIF application was extended to STESS on March 28th, 2025; and,
- STESS completed and submitted its HRIF application on April 28th, 2025.

Using our local quality data, the HRIF application submitted by STESS aims to reduce the number of people experiencing chronic homelessness in St. Thomas-Elgin by increasing prevention efforts and housing stability supports. This project will support the communities goal of achieving [Functional Zero](#) (FZ) on all homelessness over the next three years, and begins paving a new way forward for our community where the focus is not only on achieving FZ, but also on building a robust and impactful system response that is designed to sustain it.

HRIF application decisions are expected early June. Subject to approval, the HRIF funding application submitted includes expanding the Housing Stability Services area through a request for:

- Two additional 12-month contracted Housing Program Coordinators; and,
- Additional funding to support housing stability outcomes such as move in costs and eviction prevention activities.

Strategic Priority:

Strategic Pillar: Excellence in All We Do - Priority #5: Housing for Everyone

Financial Impact:

Currently, there is no financial impact to the City of St. Thomas other than receiving the HRIF funding to support the proposed project.

Report Approval:

This report has been reviewed and approved by:

Heather Sheridan, Social Services Director

All reports are reviewed and approved by the City Manager.

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: Planning & Building Services

Authored By: Crystal Penney, Planning Programs Coordinator

Attachment

Subject: Community Improvement Program – 496 Talbot Street - Grants

Recommendation:

THAT: Report PD-22-2025 relating to Community Improvement Program Grants for 496 Talbot Street be received for information, and further,

THAT: Council direct that a by-law be prepared to enter into a Community Improvement Program Grant Agreement with 1711664 Ontario Inc. relating to CIP Application 2023-131.

Background:

A Community Improvement Project for 496 Talbot Street was approved on September 14, 2023. The owner has completed repairs to the façade and new window and stair access for 3 new apartment buildings.

The project has now been completed and the total investment in the renovation has been made at a cost of approximately \$730,000.

The project is eligible for the following:

- Residential Grant = \$22,500
- Heritage Façade and Building Improvement Grant = \$22,600
- Heritage Design Grant = \$5,000
- Development Charge Grant = \$5,615
- Planning and Building Fees Grant = \$5,000
- Tax Incremental Grant as below:

	Year 1	Year 2	Year 3	Year 4	Year 5
Abatement percentage	80%	60%	40%	20%	0%
Percentage Payable	20%	40%	60%	80%	100%

Staff estimate the total cost of the property tax abatement to be approximately \$16,000.

- Heritage Tax Relief Grant as below:

	Year 1	Year 2	Year 3	Year 4	Year 5
Abatement percentage	80%	60%	40%	20%	0%
Percentage Payable	20%	40%	60%	80%	100%

Staff estimate the total cost of the heritage tax relief grant to be approximately \$25,000.

It is recommended that Council authorize a CIP Grant Agreement with 1711664 Ontario Inc. that includes the eligible grants listed above.

Report Approval:

This report has been reviewed and approved by: Director of Planning and Building Services and Director of Corporate Services/City Treasurer

All reports are reviewed and approved by the City Manager.

Directed to:

Mayor Joe Preston and Members of City Council

Meeting Date:

May 20, 2025

Department:

Planning & Building Services

Authored By:

Michelle Knieriem, Manager of Planning Services

Attachment

Plan 11M-257

Subject: Application by Doug Tarry Limited for Temporary Removal of Part-lot Control – Townhouse Dwellings on Lots 10, 11, 13, 14, 16 and 18 on Registered Plan 11M-257

Recommendation:

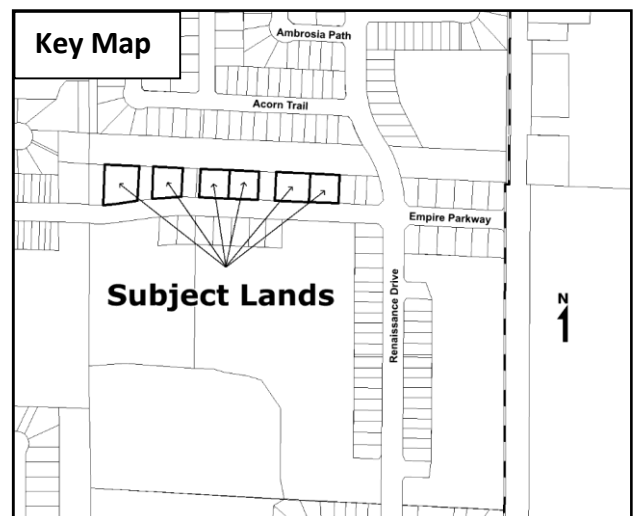
THAT: Report PD-23-25 relating to the application by Doug Tarry Limited for temporary removal of part-lot control for Townhouse Dwellings on Lots 10, 11, 13, 14, 16 and 18 on Registered Plan 11M-257 (attached), be received for information; and further,

THAT: The application by Doug Tarry Limited relating to the passing of a by-law for the temporary removal of part-lot control for Townhouse Dwellings on Lots 10, 11, 13, 14, 16 and 18 on Registered Plan 11M-257, be approved.

Background:

In April of 2022, Doug Tarry Limited made an application requesting that City Council, by By-law, designate that Subsection 50(5) of the Planning Act (Part-Lot Control) temporarily does not apply to 6 lots (lots 10, 11, 13, 14, 16, and 18) approved for townhouse dwellings within Registered Plan 11M-257 (see Report PD-26-2022 in the May 9, 2022 City Council agenda). City Council supported this application and passed By-law 71-2022 at its May 16, 2022 meeting. These lots are located on Empire Parkway in the Harvest Run Phase 3 (Stage 1) subdivision, as shown on the Key Map.

This by-law removing part-lot control expired on May 16, 2025, and a new by-law is required for any still unsubdivided lots.



Staff have no concerns with the request and are recommending a new by-law be approved for a three-year period, after which time the by-law will expire. There is urgency to this matter as the applicant has indicated 5 townhomes have real estate transactions set to close before the next City Council meeting on June 2, 2025. This removal of part lot control is required for these lots to be sold. Under the circumstances, the by-law has been placed on the May 20th agenda for consideration.

Strategic Priority:

Strategic Pillar: Excellence in All We Do - Priority #2: Thoughtful, Strategic, and Sustainable Community Growth

Financial Impact:

All costs associated with the process of removing part lot control, will be borne by the applicant. No cost will be incurred by the municipality.

Report Approval:

This report has been reviewed and approved by: Director of Planning and Building Services

All reports are reviewed and approved by the City Manager.

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: Environmental Services

Authored By: Matthew Vriens, Manager of Transportation & Bylaw

Attachment

Subject: Old Courthouse Neighbourhood Street Party – Road Closure Request 2025

Recommendation:

- THAT: Report ES16-25Old Courthouse Neighbourhood Street Party – Road Closure Request 2025 be received for information; and further,
- THAT: Council authorize the closure of Prince Albert Street, between Metcalf Street and Isabel Street, from 4:00pm to 11:59pm Saturday June 14, 2025, to allow for the Courthouse Neighbourhood Street Party.

Background:

A special event permit application was received from the organizers of the Old Courthouse Neighbourhood Street Party. The annual event requires road closures to accommodate the event festivities. The special events committee passed a resolution on May 7, 2025, giving full support for the event, subject to all requirements being met.

Upon approval of the road closure recommendation, City Roads and Transportation staff will arrange for the delivery of barricades and road closure signs on Friday June 13, 2025. The responsibility of placing and removing the signs and barricades prior to and after the event will be the responsibility of the Courthouse Neighbourhood Street Party volunteers. Roads staff will pick up the signs and barricades after the event.



Strategic Priority:

Strategic Pillar: Excellence in All We Do - Priority #1: Public Safety and Community Well-being

Financial Impact:

Cost associated with the recommendation of this report can be accommodated within the 2025 Environmental Services Operating Budget.

Report Approval:

This report has been reviewed and approved by: Manger of Transportation & Bylaw, Director of Environmental & Infrastructure Services/City Engineer

All reports are reviewed and approved by the City Manager.

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: City Manager's Office

Authored By: Lisa Higgs, City Manager

Attachment
DRAFT FUNDING AGMT

Subject: Health Recruitment Partnership - Dr. Aghogho Nathaniel Oyibo

Recommendation:

THAT: Report CMO-22-25 relating to Health Recruitment Partnership – Dr. Aghogho Nathaniel Oyibo be received for information; and further,

THAT: Council direct that a By-law be prepared to enter into a Health Recruitment Partnership Agreement with Dr. Aghogho Nathaniel Oyibo for the provision of \$33,000 in Health Recruitment Incentive funding.

Background:

Through the efforts of the Health Recruitment Partnership, Dr. Aghogho Nathaniel Oyibo has been recruited to the community and will operate a family medicine practice at 230 First Avenue, St. Thomas, beginning July 1, 2025. This existing practice is currently operated by Dr. Ho, who will be retiring.

Dr. Oyibo has requested access to Health Recruitment Funds to assist him in modernizing the practice with an EMR system, as the current practice utilizes an entirely paper-based documentation system. Dr. Oyibo also intends to utilize the funds to acquire office furniture, computers, and to complete other necessary renovations. This declared use of funds meets the requirements of the HRP funding package.

The Health Recruitment Partnership reviewed and approved the request at their meeting on May 5, 2025 and directed that the attached funding agreement be prepared.

If this funding is authorized for Dr. Oyibo, it will provide interest free, forgivable funds on the condition that Dr. Oyibo provides a minimum of 4 years of service to the St. Thomas – Elgin County area.

Strategic Priority:

Strategic Pillar: Excellence in All We Do - Priority #1: Public Safety and Community Well-being

Strategic Pillar: Excellence in All We Do - Priority #4: Equitable, Accessible, and Inclusive Communities

Financial Impact:

Sufficient funding is available from the 2025 Health Recruitment Partnership operating budget to support the incentive grant.

Report Approval:

All reports are reviewed and approved by the City Manager.

THIS PHYSICIAN RECRUITMENT AGREEMENT (this "**Agreement**") IS MADE
IN TRIPLICATE ON THE [REDACTED] DAY OF [REDACTED]

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(hereinafter called the "**Corporation**")

- and -

DR. AGHOGHO NATHANIEL OYIBO

(hereinafter called "Dr. OYIBO")

(hereinafter collectively called the "**Parties**" and individually a "**Party**")

WHEREAS:

1. A shortage of family physicians exists in the County of Elgin, including the City of St. Thomas;
2. To address this need the Corporation and the County of Elgin have agreed to co-operate in an informal alliance known as the Health Professional Partnership;
3. The Health Professional Partnership wishes to initiate a recruitment method that will involve local physicians in attracting their peers to join them in the practice of medicine within Elgin County;
4. The Health Professional Partnership has authorized the Corporation to act as the administering municipality for the physician recruitment project;
5. The Health Professional Partnership finds that Dr. Oyibo is an appropriate candidate to participate in this recruitment method and Dr. Oyibo wishes to enter this Agreement with the Corporation for these purposes;

NOW THEREFORE, in consideration of the premises and the payments and respective covenants hereinafter set forth, the Parties hereby agree as follows:

A. TERM OF AGREEMENT

1. This Agreement shall commence on the date it is fully executed and, if not otherwise terminated hereunder, shall continue in full force and effect until:
 - a. all the covenants herein are fulfilled, or
 - b. the eighth anniversary of the commencement date,whichever of these two events shall be the earlier to occur, {hereinafter called the "**Term**").

B. OBLIGATIONS OF DR. OYIBO

1. Under this recruitment project Dr. Oyibo will be establishing a family medical practice in Elgin County.
2. Dr. Oyibo will assume the practice of a retiring physician Dr. Ho will practice out of the premises at Suite 203, 230 First Avenue, St. Thomas.

3. Dr. Oyibo will provide to the Corporation at regular intervals throughout the Term written reports summarizing the actual medical service that has been provided and, if requested, the amounts of the loan that have been expended and retained on hand.

Such reports will be forwarded to the Corporation, to the Attention of the City Clerk, as follows:

- a. when 12 months have elapsed from the advance of the funds to the Dr. Oyibo, an initial summary;
 - b. each year, within 30 days after the anniversary date of this Agreement;
 - c. reports at such further and other times as the Corporation may reasonably request information relating to this recruitment project or the loan under this Agreement.
4. Subject to Section C3, Dr. Oyibo agrees to repay the \$33,000.00 loan in full together with interest where applicable under the terms of this Agreement and will accordingly enter into a promissory note in form substantially similar to the promissory note set forth on Schedule A hereto, subject to the terms of this Agreement.
5. In addition to the above-mentioned reports provided by Dr. Oyibo under this Agreement, once the conditions in Section C3(c) are satisfied Dr. Oyibo will submit to the Corporation a specific claim with respect to the loan deduction for which they may qualify under Section C4 of this Agreement. The claim will briefly list the facts supporting the claim for the deduction.

C. OBLIGATIONS OF THE CORPORATION

1. In consideration of Dr. Oyibo fulfilling their covenants herein, the Corporation will lend to Dr. Oyibo the sum of Thirty-three Thousand dollars (\$33,000.00).
2. Re-payment of the loan shall be subject to deduction as hereinafter set out but the loan shall otherwise be due and payable as follows:
 - a. for so long as Dr. Oyibo is not in default under any of the terms of this Agreement the loan shall be interest free for the first 5 years of the Term. In the event that any part of the loan remains outstanding on the 5th anniversary of this Agreement, interest shall be payable thereafter unless waived by the Corporation;
 - b. the annual interest rate to be charged on the outstanding balance after the 5th anniversary shall be set and determined at the discretion of the Corporation but shall in no case be a rate greater than 3% above the variable reference interest rate per year declared by the Bank of Nova Scotia (the "**Prime Rate**") from time to time to be its prime rate for Canadian dollar loans made by Bank of Nova Scotia in Canada in effect as at the interest commencement date;
 - c. in the event of default at any time by Dr. Oyibo which they fail to remedy in accordance with this Agreement within 30 days of receipt of notice of such default from the Corporation, interest shall thereafter be payable at a rate which is 5% above the Prime Rate in effect as at the date the default is confirmed;
 - d. the entire balance of principal and interest, if any, shall be due for immediate repayment to the Corporation upon any termination of this Agreement before the end of the Term or in any case any balance that remains outstanding on the 8th anniversary of this Agreement shall thereupon be due and payable in full to the Corporation.

3. Deductions from the loan:
 - a. the original loan amount (\$33,000.00) shall be forgiven when Dr. Oyibo confirms that they have successfully fulfilled the terms of this agreement.
 - b. for further specificity, the Corporation and Dr. Oyibo agree that the loan shall be forgiven once all of the following conditions have been verified by Dr. Oyibo with respect to the claim that they are submitting:
 - i. Dr. Oyibo is carrying on a family medicine practice, and is accepting patients, at a location within Elgin County;
 - ii. Dr. Oyibo has continuously carried on such practice on a full time basis for a period of forty eight (48) consecutive months commencing on July 1, 2025;
 - c. No later than 30 days after receiving from Dr. Oyibo a proper claim to forgive the loan, or no later than 30 days after receiving further particulars required by the Corporation, acting reasonably, for verification of such claim, the Corporation shall execute and provide to Dr. Oyibo a formal release of indebtedness and waiver effectively and permanently forgiving the original loan advanced to Dr. Oyibo under this Agreement.
4. Furthermore, the Corporation shall at any reasonable time(s) upon request from Dr. Oyibo provide to Dr. Oyibo a current accounting of their outstanding loan obligation including principal and interest, if any;
5. The Corporation agrees to provide reasonable feedback to Dr. Oyibo regarding the Health Professional Partnership's satisfaction or dissatisfaction with Dr. Oyibo performance under this Agreement and, in particular, in the event that the Corporation or other members of the Health Professional Partnership have concerns, questions or requests for further information arising from any report submitted by Dr. Oyibo under Section 8 herein, the Corporation will respond to Dr. Oyibo within 30 days after receiving such report.

D. FURTHER AGREED PROVISIONS

1. Throughout this Agreement references to Elgin County include the City of St. Thomas and all other municipalities and communities geographically located within Elgin County.
2. To fulfill Dr. Oyibo obligations under this Agreement it is not necessary that they continue to practice Suite 206, 230 First Avenue, St. Thomas as long as they practice from a location(s) within Elgin County for the duration of the Term.
3. Nothing shall preclude Dr. Oyibo from repaying the outstanding balance of the loan in full to the Corporation at any time, thereby terminating this Agreement, provided that in such event interest shall be payable on the outstanding balance from the date of advance at the rate described in paragraph C.2 (b) herein.
4. Dr. Oyibo acknowledges that the Corporation operates as a municipal government and agrees that this Agreement may be disclosed and made public at any time;
5. Dr. Oyibo agrees to faithfully repay the loan, to the full extent required under the terms of this Agreement and specifically Section 3 above.
6. Nothing herein precludes the absence of Dr. Oyibo during the term of this Agreement by reason of illness or maternity or parental leave in which case they shall use his commercially reasonable efforts to provide an alternative family physician to cover their practice during the absence to facilitate the continued care of their patients.

7. If during the Term of this Agreement Dr. Oyibo dies or becomes incapacitated by illness or injury to such an extent that it prevents them from fulfilling their obligations to practice medicine under this Agreement, then this Agreement shall terminate and the requirement for repayment of the loan shall be limited to such portion of the loan as had been retained by Dr. Oyibo and not yet expended for the purposes related to establishing and operating their family medical practice at a location within Elgin County. Notwithstanding Section C.2 d. of this Agreement and provided that proof of such expenditure is submitted if requested by the Corporation, no repayment of the outstanding balance of the loan shall be required save and except for any portion of loan not yet thus expended.
8. Any fraudulent, dishonest or deliberately misleading acts or criminal activity in connection with the subject matter of this Agreement shall be cause for immediate termination of this Agreement. Where any other breach or default arises hereunder the Party alleging such default shall give notice to the other Party, including details of the specific breach or default claimed. In the event that, within 30 days of thus receiving Notice of the alleged act or omission, there has been no remedy of the breach or default, nor satisfactory explanation disproving the allegation, this Agreement shall thereupon be terminated unless the Party which gave the notice elects not to so terminate.
9. Any notice or communication to be given by one party hereunder to the other shall be deemed to be well and sufficiently given and served if faxed / e-mailed or handed to the designated representative of either party or, if mailed, by prepaid registered mail addressed to the following addresses or such other address as a party may provide in writing to the other

In the case of the Corporation

The Corporation of the City of St. Thomas
 545 Talbot Street
 City Hall, P.O. Box 520
 St. Thomas, Ontario
 N5P 3V7
 Phone Number: (519)631-1680
 Fax Number: (519) 633-9019
 ATTENTION: City Clerk

In the case of Dr. Oyibo

Dr. AGHOGHO NATHANIEL OYIBO
 Suite 206, 230 Talbot Street
 St. Thomas, ON N5R 4P5

10. This Agreement shall not be assignable by the Corporation and Dr. Oyibo's rights or obligations under this Agreement cannot be assigned by them, except if:
 - a) upon the specific written consent of the Corporation;
 - b) the proposed successor is, or is controlled by, a family medical practitioner; and
 - c) if the proposed successor is a corporation, consent of the Corporation will not be forthcoming, unless the principal owner(s) of the Corporation is/are an individual(s) who agree(s) to personally guarantee the performance and obligations described in this Agreement.
11. This Agreement shall enure to the benefit of and, be binding upon the Parties and the respective heirs, executors, trustees, personal representatives, permitted assigns or successors of the Parties.

12. The invalidity or unenforceability of any provision or covenant in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein and any such invalid or unenforceable provision or covenant shall be deemed to be separate.
13. Dr. Oyibo is an independent provider of services and is not an employee, partner or agent of the Corporation. Dr. Oyibo shall perform their obligations under this Agreement as an independent contractor of the Corporation. Nothing herein shall be deemed to constitute Dr. Oyibo and the Corporation or one of the participants in the aforementioned "Health Professional Partnership" as partners, joint venturers, or principal and agent. Dr. Oyibo has no authority to represent the Corporation as to any matters, except as expressly authorized in this Agreement. In no event will either Party's employees be considered agents or employees of the other Party. The Corporation is not responsible for withholding and paying for Dr. Oyibo any income taxes, employment insurance, or other amounts required by applicable laws to be deducted from payments made to employees.
14. This Agreement, along with the executed promissory notes constitutes the entire understanding, contract and agreement between the parties.
15. This Agreement cannot be amended or modified except by further written agreement mutually acceptable to and signed by both Parties.

EXECUTED at the City of St. Thomas, Province of Ontario, this day of
202X

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

MAYOR NAME, MAYOR

CLERK NAME, CITY CLERK

EXECUTED at the CITY NAME, PROVINCE/STATE COUNTRY, this day of
202X

Witness (Signature)

Dr. AGHOGHO NATHANIEL OYIBO

Schedule A

Promissory Note

For value received, Dr. Oyibo (the "**Borrower**") hereby promises to pay to or to the order of The Corporation of the City of St. Thomas {the "**Corporation**") the principal sum of Thirty three thousand dollars (\$33,000.00) in lawful money (the "Principal") together with interest in accordance with the following:

- {a) for so long as the Borrower is not in default under any of the terms of the Physician Recruitment Agreement of even date with the Corporation (the "**Agreement**") this loan shall be interest free for the first 5 years of the Term. In the event that any part of the loan remains outstanding on the 5th anniversary of the Agreement, interest shall be payable thereafter unless waived by the Corporation;
- (b) the annual interest rate to be charged on the outstanding balance after the 5th anniversary shall be set and determined at the discretion of the Corporation but shall in no case be a rate greater than 3% above the variable reference interest rate per year declared by the Bank of Nova Scotia (the "**Prime Rate**") from time to time to be its prime rate for Canadian dollar loans made by Bank of Nova Scotia in Canada in effect as at the interest commencement date; and
- (c) in the event of default at any time by the Borrower which they fail to remedy in accordance with the Agreement, interest shall thereafter be payable at a rate which is 5% above the Prime Rate in effect as at the date the default is confirmed.

The Borrower agrees that the entire balance of principal and interest, if any, shall be due for immediate repayment to the Corporation upon any termination of the Agreement before the end of the Term of the Agreement or in any case any balance that remained outstanding on the 8th anniversary of the Agreement shall thereupon be due and payable in full to the Corporation.

The balance due under this Promissory Note shall be calculated in accordance with all applicable terms of the Agreement

Rider A

Reference is made to the Agreement for a full description of the terms and conditions upon which this Promissory Note is issued, all to the same effect as if the provisions of the Agreement were herein set forth. To the extent the provisions of this Promissory Note are inconsistent with the provisions of the Agreement, the Agreement shall govern. Capitalized terms used but not defined in this Promissory Note shall have the meanings specified in the Agreement.

IN WITNESS WHEREOF the Borrower has EXECUTED this promissory note at the CITY NAME, PROVINCE/STATE COUNTRY, this day of 202X

Dr. AGHOGHO NATHANIEL OYIBO

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: City Manager's Office

Authored By: Lisa Higgs, City Manager

Attachment
DRAFT FUNDING AGMT

Subject: Health Recruitment Partnership – Dr. Wallace Ordiah

Recommendation:

THAT: Report CMO-24-25 relating to Health Recruitment Partnership – Dr. Wallace Ordiah, be received for information; and further,

THAT: Council direct that a By-law be prepared to enter into a Health Recruitment Partnership Agreement with Dr. Wallace Ordiah for the provision of \$33,000 in Health Recruitment Incentive funding

Background:

Through the efforts of the Health Recruitment Partnership, Dr. Wallace Ordiah has been recruited to the community and will operate his practice out of Primepoint Clinic (19 Elgin Street, St. Thomas). Dr. Ordiah intends to begin practicing in May 2025.

Dr. Ordiah has requested access to Health Recruitment Funds to assist him in procuring furniture, paying for the clinic's overhead costs, and implementing an EMR installation for the practice. This declared use of funds meets the requirements of the HRP funding package.

The Health Recruitment Partnership reviewed and approved the request at their meeting on May 5, 2025, and directed that the attached funding agreement be prepared.

If this funding is authorized for Dr. Ordiah, it will provide interest free, forgivable funds on the condition that Dr. Oyibo provides a minimum of 4 years of service to the St. Thomas – Elgin County area.

Strategic Priority:

Strategic Pillar: Excellence in All We Do - Priority #1: Public Safety and Community Well-being

Strategic Pillar: Excellence in All We Do - Priority #4: Equitable, Accessible, and Inclusive Communities

Financial Impact:

The Health Recruitment operating budget for 2025 proposes that \$137,000 be allocated for incentive grant funding. The amount allocated to Dr. Ordiah will be the seventh grant approved in 2025. To date, the Committee has approved \$124,500 in funding, with Dr. Ordiah bringing the total to \$157,300. The HRP account will be over budget for 2025 and will be part of the yearend reconciliation.

Report Approval:

Reviewed by:
Director of Corporate Services and City Treasurer.

All reports are reviewed and approved by the City Manager.

THIS PHYSICIAN RECRUITMENT AGREEMENT (this **"Agreement"**) IS MADE
IN TRIPLICATE ON THE [REDACTED] DAY OF [REDACTED]

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(hereinafter called the **"Corporation"**)

- and -

Dr. WALLACE ORDIAH

(hereinafter called "Dr. Ordiah")

(hereinafter collectively called the **"Parties"** and individually a **"Party"**)

WHEREAS:

1. A shortage of family physicians exists in the County of Elgin, including the City of St. Thomas;
2. To address this need the Corporation and the County of Elgin have agreed to co-operate in an informal alliance known as the Health Professional Partnership;
3. The Health Professional Partnership wishes to initiate a recruitment method that will involve local physicians in attracting their peers to join them in the practice of medicine within Elgin County;
4. The Health Professional Partnership has authorized the Corporation to act as the administering municipality for the physician recruitment project;
5. The Health Professional Partnership finds that Dr. Ordiah is an appropriate candidate to participate in this recruitment method and Dr. Ordiah wishes to enter this Agreement with the Corporation for these purposes;

NOW THEREFORE, in consideration of the premises and the payments and respective covenants hereinafter set forth, the Parties hereby agree as follows:

A. TERM OF AGREEMENT

1. This Agreement shall commence on the date it is fully executed and, if not otherwise terminated hereunder, shall continue in full force and effect until:
 - a. all the covenants herein are fulfilled, or
 - b. the eighth anniversary of the commencement date,whichever of these two events shall be the earlier to occur, {hereinafter called the **"Term"**).

B. OBLIGATIONS OF DR. ORDIAH

1. Under this recruitment project Dr. Ordiah will be establishing a family medical practice in Elgin County.
2. Dr. Ordiah will assume the practice of a retiring physician {Dr. NAME) will practice out of the premises at ADDRESS, CITY

3. Dr. Ordiah will provide to the Corporation at regular intervals throughout the Term written reports summarizing the actual medical service that has been provided and, if requested, the amounts of the loan that have been expended and retained on hand.

Such reports will be forwarded to the Corporation, to the Attention of the City Clerk, as follows:

- a. when 12 months have elapsed from the advance of the funds to the Dr. Ordiah, an initial summary;
 - b. each year, within 30 days after the anniversary date of this Agreement;
 - c. reports at such further and other times as the Corporation may reasonably request information relating to this recruitment project or the loan under this Agreement.
4. Subject to Section C3, Dr. Ordiah agrees to repay the \$33,000.00 loan in full together with interest where applicable under the terms of this Agreement and will accordingly enter into a promissory note in form substantially similar to the promissory note set forth on Schedule A hereto, subject to the terms of this Agreement.
5. In addition to the above-mentioned reports provided by Dr. Ordiah under this Agreement, once the conditions in Section C3(c) are satisfied Dr. Ordiah will submit to the Corporation a specific claim with respect to the loan deduction for which they may qualify under Section C4 of this Agreement. The claim will briefly list the facts supporting the claim for the deduction.

C. OBLIGATIONS OF THE CORPORATION

1. In consideration of Dr. Ordiah fulfilling their covenants herein, the Corporation will lend to Dr. Ordiah the sum of Thirty-three Thousand dollars (\$33,000.00).
2. Re-payment of the loan shall be subject to deduction as hereinafter set out but the loan shall otherwise be due and payable as follows:
 - a. for so long as Dr. Ordiah is not in default under any of the terms of this Agreement the loan shall be interest free for the first 5 years of the Term. In the event that any part of the loan remains outstanding on the 5th anniversary of this Agreement, interest shall be payable thereafter unless waived by the Corporation;
 - b. the annual interest rate to be charged on the outstanding balance after the 5th anniversary shall be set and determined at the discretion of the Corporation but shall in no case be a rate greater than 3% above the variable reference interest rate per year declared by the Bank of Nova Scotia (the "**Prime Rate**") from time to time to be its prime rate for Canadian dollar loans made by Bank of Nova Scotia in Canada in effect as at the interest commencement date;
 - c. in the event of default at any time by Dr. Ordiah which they fail to remedy in accordance with this Agreement within 30 days of receipt of notice of such default from the Corporation, interest shall thereafter be payable at a rate which is 5% above the Prime Rate in effect as at the date the default is confirmed;
 - d. the entire balance of principal and interest, if any, shall be due for immediate repayment to the Corporation upon any termination of this Agreement before the end of the Term or in any case any balance that remains outstanding on the 8th anniversary of this Agreement shall thereupon be due and payable in full to the Corporation.

3. Deductions from the loan:
 - a. the original loan amount (\$33,000.00) shall be forgiven when Dr. Ordiah confirms that they have successfully fulfilled the terms of this agreement.
 - b. for further specificity, the Corporation and Dr. Ordiah agree that the loan shall be forgiven once all of the following conditions have been verified by Dr. Ordiah with respect to the claim that they are submitting:
 - i. Dr. Ordiah is carrying on a family medicine practice, and is accepting patients, at a location within Elgin County;
 - ii. Dr. Ordiah has continuously carried on such practice on a full time basis for a period of forty eight (48) consecutive months commencing on May X, 2025;
 - c. No later than 30 days after receiving from Dr. Ordiah a proper claim to forgive the loan, or no later than 30 days after receiving further particulars required by the Corporation, acting reasonably, for verification of such claim, the Corporation shall execute and provide to Dr. Ordiah a formal release of indebtedness and waiver effectively and permanently forgiving the original loan advanced to Dr. Ordiah under this Agreement.
4. Furthermore, the Corporation shall at any reasonable time(s) upon request from Dr. Ordiah provide to Dr. Ordiah a current accounting of their outstanding loan obligation including principal and interest, if any;
5. The Corporation agrees to provide reasonable feedback to Dr. Ordiah regarding the Health Professional Partnership's satisfaction or dissatisfaction with Dr. Ordiah performance under this Agreement and, in particular, in the event that the Corporation or other members of the Health Professional Partnership have concerns, questions or requests for further information arising from any report submitted by Dr. Ordiah under Section 8 herein, the Corporation will respond to Dr. Ordiah within 30 days after receiving such report.

D. FURTHER AGREED PROVISIONS

1. Throughout this Agreement references to Elgin County include the City of St. Thomas and all other municipalities and communities geographically located within Elgin County.
2. To fulfill Dr. Ordiah obligations under this Agreement it is not necessary that they continue to practice 19 Elgin Street, St. Thomas as long as they practice from a location(s) within Elgin County for the duration of the Term.
3. Nothing shall preclude Dr. Ordiah from repaying the outstanding balance of the loan in full to the Corporation at any time, thereby terminating this Agreement, provided that in such event interest shall be payable on the outstanding balance from the date of advance at the rate described in paragraph C.2 (b) herein.
4. Dr. Ordiah acknowledges that the Corporation operates as a municipal government and agrees that this Agreement may be disclosed and made public at any time;
5. Dr. Ordiah agrees to faithfully repay the loan, to the full extent required under the terms of this Agreement and specifically Section 3 above.
6. Nothing herein precludes the absence of Dr. Ordiah during the term of this Agreement by reason of illness or maternity or parental leave in which case they shall use his commercially reasonable efforts to provide an alternative family physician to cover their practice during the absence to facilitate the continued care of their patients.

7. If during the Term of this Agreement Dr. Ordiah dies or becomes incapacitated by illness or injury to such an extent that it prevents them from fulfilling their obligations to practice medicine under this Agreement, then this Agreement shall terminate and the requirement for repayment of the loan shall be limited to such portion of the loan as had been retained by Dr. Ordiah and not yet expended for the purposes related to establishing and operating their family medical practice at a location within Elgin County. Notwithstanding Section C.2 d. of this Agreement and provided that proof of such expenditure is submitted if requested by the Corporation, no repayment of the outstanding balance of the loan shall be required save and except for any portion of loan not yet thus expended.
8. Any fraudulent, dishonest or deliberately misleading acts or criminal activity in connection with the subject matter of this Agreement shall be cause for immediate termination of this Agreement. Where any other breach or default arises hereunder the Party alleging such default shall give notice to the other Party, including details of the specific breach or default claimed. In the event that, within 30 days of thus receiving Notice of the alleged act or omission, there has been no remedy of the breach or default, nor satisfactory explanation disproving the allegation, this Agreement shall thereupon be terminated unless the Party which gave the notice elects not to so terminate.
9. Any notice or communication to be given by one party hereunder to the other shall be deemed to be well and sufficiently given and served if faxed / e-mailed or handed to the designated representative of either party or, if mailed, by prepaid registered mail addressed to the following addresses or such other address as a party may provide in writing to the other

In the case of the Corporation

The Corporation of the City of St. Thomas
 545 Talbot Street
 City Hall, P.O. Box 520
 St. Thomas, Ontario
 N5P 3V7
 Phone Number: (519)631-1680
 Fax Number: (519) 633-9019
 ATTENTION: City Clerk

In the case of Dr. Ordiah

Dr. WALLACE ORDIAH
 19 Elgin Street
 St. Thomas, ON N5R 3L7

10. This Agreement shall not be assignable by the Corporation and Dr. Ordiah's rights or obligations under this Agreement cannot be assigned by them, except if:
 - a) upon the specific written consent of the Corporation;
 - b) the proposed successor is, or is controlled by, a family medical practitioner; and
 - c) if the proposed successor is a corporation, consent of the Corporation will not be forthcoming, unless the principal owner(s) of the Corporation is/are an individual(s) who agree(s) to personally guarantee the performance and obligations described in this Agreement.
11. This Agreement shall enure to the benefit of and, be binding upon the Parties and the respective heirs, executors, trustees, personal representatives, permitted assigns or successors of the Parties.

12. The invalidity or unenforceability of any provision or covenant in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein and any such invalid or unenforceable provision or covenant shall be deemed to be separate.
13. Dr. Ordiah is an independent provider of services and is not an employee, partner or agent of the Corporation. Dr. Ordiah shall perform their obligations under this Agreement as an independent contractor of the Corporation. Nothing herein shall be deemed to constitute Dr. Ordiah and the Corporation or one of the participants in the aforementioned "Health Professional Partnership" as partners, joint venturers, or principal and agent. Dr. Ordiah has no authority to represent the Corporation as to any matters, except as expressly authorized in this Agreement. In no event will either Party's employees be considered agents or employees of the other Party. The Corporation is not responsible for withholding and paying for Dr. Ordiah any income taxes, employment insurance, or other amounts required by applicable laws to be deducted from payments made to employees.
14. This Agreement, along with the executed promissory notes constitutes the entire understanding, contract and agreement between the parties.
15. This Agreement cannot be amended or modified except by further written agreement mutually acceptable to and signed by both Parties.

EXECUTED at the City of St. Thomas, Province of Ontario, this day of
202X

THE CORPORATION OF THE
CITY OF ST. THOMAS

MAYOR NAME, MAYOR

CLERK NAME, CITY CLERK

EXECUTED at the CITY NAME, PROVINCE/STATE COUNTRY, this day of
202X

Witness (Signature)

Dr. WALLACE ORDIAH

Schedule A

Promissory Note

For value received, Dr. Ordiah (the "**Borrower**") hereby promises to pay to or to the order of The Corporation of the City of St. Thomas {the "**Corporation**") the principal sum of Thirty three thousand dollars (\$33,000.00) in lawful money (the "Principal") together with interest in accordance with the following:

- {a) for so long as the Borrower is not in default under any of the terms of the Physician Recruitment Agreement of even date with the Corporation (the "**Agreement**") this loan shall be interest free for the first 5 years of the Term. In the event that any part of the loan remains outstanding on the 5th anniversary of the Agreement, interest shall be payable thereafter unless waived by the Corporation;
- (b) the annual interest rate to be charged on the outstanding balance after the 5th anniversary shall be set and determined at the discretion of the Corporation but shall in no case be a rate greater than 3% above the variable reference interest rate per year declared by the Bank of Nova Scotia (the "**Prime Rate**") from time to time to be its prime rate for Canadian dollar loans made by Bank of Nova Scotia in Canada in effect as at the interest commencement date; and
- (c) in the event of default at any time by the Borrower which they fail to remedy in accordance with the Agreement, interest shall thereafter be payable at a rate which is 5% above the Prime Rate in effect as at the date the default is confirmed.

The Borrower agrees that the entire balance of principal and interest, if any, shall be due for immediate repayment to the Corporation upon any termination of the Agreement before the end of the Term of the Agreement or in any case any balance that remained outstanding on the 8th anniversary of the Agreement shall thereupon be due and payable in full to the Corporation.

The balance due under this Promissory Note shall be calculated in accordance with all applicable terms of the Agreement

Rider A

Reference is made to the Agreement for a full description of the terms and conditions upon which this Promissory Note is issued, all to the same effect as if the provisions of the Agreement were herein set forth. To the extent the provisions of this Promissory Note are inconsistent with the provisions of the Agreement, the Agreement shall govern. Capitalized terms used but not defined in this Promissory Note shall have the meanings specified in the Agreement.

IN WITNESS WHEREOF the Borrower has EXECUTED this promissory note at the CITY NAME, PROVINCE/STATE COUNTRY, this day of 202X

Dr. WALLACE ORDIAH

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: Parks, Recreation & Facilities

Authored By: Jeff Bray, Director - Parks, Recreation and Facilities

Attachment

Subject: YMCA - City Aquatic Program Partnership Update

Recommendation:

THAT: Report PRF-17-25 relating to YMCA - City Aquatic Program Partnership Update be received for information.

Background:

Through the 2024 Capital budget, Council approved the allocation of \$100,000 to support funding for St. Thomas residents to enjoy YMCA Aquafit classes, swim lessons, and public swims at the same rates as similar City-run programs. This trial program is:

- Restricted to St. Thomas residents. All registration and proof of residency is completed by YMCA staff.
- Available only when the Jaycees Pool is not open, and
- Will continue until the \$100,000 funding is exhausted.

Report:

The Program started April 2024. Following are the number of classes and participants that have participated in the offered activities between April 22, 2024 and April 30, 2025. The YMCA offered 100 City spots each session with 293 individuals registering for lessons across all three sessions. For Fall registration, 79 residents registered, and 130 residents registered for the Winter session, As of this writing. 84 residents have registered for the Spring session.

1. Swim Passes:
 - Total Swim Passes sold: 2,897
 - Swim Passes offered include: 10 Visit Passes. 15-Years and Under, 16-Years and Older, Family Swim Passes, and Aquafit.
2. Swim Lessons (Fall 2024, Winter 2025):
 - Total Swim Lesson Registrants: 293
 - Swim Lessons offered include:
Adult 1/2/3, Bobber/Floater, Dolphin/Swimmer, Glider/Diver, Glider/Diver/Surfer/Jumper, Junior lifeguard Club, Otter/Seal, Parent and Tot 1/2/3, Parent and Tot Lesson, Star 1/Star 2, Star 5/Star 6, Surfer/Jumper, Teen 1/2/3

As of April 30, 2025, \$56,093.84 of the original funding remains.
Note: As the associated invoice has not been received, the funding total for the spring lessons has not been included.

Strategic Priority:

Strategic Pillar: Prepared and Resilient City - Priority #5: Reciprocal Partnerships

Financial Impact:

There are no financial impacts associated with this report.

Report Approval:

City Manager

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: Environmental Services

Prepared By: Rose Patrick, C.E.T.
Traffic Technologist – Transportation & By-law

Attachment

Subject: Canada Public Transit Fund 5-year Capital Plan

Recommendation:

THAT: Report ES-17-25 Canada Public Transit Fund 5-year Capital Plan be received, and further;

THAT: Council supports the Canada Public Transit Fund 5-year Capital Plan as described in Report ES-17-25.

Background:

In the Summer of 2024, the Federal Ministry of Housing, Infrastructure and Communities launched a new program entitled the Canada Public Transit Fund (CPTF). The City applied for the Base Funding stream and was notified of its eligibility and acceptance into the program in November 2024.



Analysis

The CPTF – Baseline Funding program is a sustainable 10-year program designed to support Transit Agencies across Canada, providing approximately \$500 million in annual funding. The City’s allocation was determined based on system ridership (70%) and population (30%). Through this program, the City has been allocated a total of \$2,391,450 over ten years, equating to annual disbursements of \$239,145 to support eligible capital investments in public transit infrastructure. The federal government anticipates that funding will begin to flow in 2026, with provisions allowing for the reimbursement of approved capital purchases made in 2025.

5 Year Capital Plan

The CPTF program requires the submission of either a ten-year capital plan or two (2) successive five-year capital plans for federal review and approval prior to proceeding with any individual project components. Staff recommend submitting an initial five-year capital plan (**Table 1**), that includes the development of a Transit Master Plan, to provide updated strategic guidance for the allocation of the remaining funds over the last five years of the program.

Strategic Priority:

Strategic Pillar: Excellence in All We Do - Priority #2: Thoughtful, Strategic, and Sustainable Community Growth
Strategic Pillar: Excellence in All We Do - Priority #4: Equitable, Accessible, and Inclusive Communities

Financial Impact:

Staff have been closely monitoring developments in the transit vehicle market and have obtained updated cost estimates through the cooperative Metrolinx Transit Purchasing Initiative. These estimates reflect a significant increase in pricing, driven by current market conditions. In response, staff recommend allocating a significant portion of the CPTF – Baseline Funding toward the replacement of transit vehicles, as a means of mitigating the financial impact of these rising capital costs.

Under the CPTF – Baseline Funding program non-capital components (i.e. planning projects, feasibility studies, etc.) are eligible for up to 80% cost sharing while capital components (i.e. rolling stock, shelters, technology, etc.) are eligible for up to 40% cost sharing with an added limitation that the purchase of fossil fuel buses are only eligible until 2030. Sufficient annual costs must be incurred to consistently receive the full annual funding allocation.

Table 1: CPTF 5-year Capital Plan

Item	2025	2026	2027	2028	2029	2030
Two Bus Purchases (gas)	\$720,000					
Transit Electrification & Master Plan		\$260,000				
Bus Purchase (gas)		\$380,000				
Bus Purchase (gas)			\$400,000			
Technology Upgrades			\$250,000	\$630,000		
Two Bus Purchases (gas)					\$860,000	
Bus Purchase (gas)						\$450,000
BEB Charging System						\$380,000
(80%/40%) Eligible Cost Share	\$288,000	\$360,000	\$260,000	\$252,000	\$344,000	\$332,000
Annual CPTF Allocation	\$239,145	\$239,145	\$239,145	\$239,145	\$239,145	\$239,145
*Other Funding Sources	**\$480,855	\$400,855	\$410,855	\$390,855	\$620,855	\$590,855

* Federal Canada Community Building Funding (CCBF) and Provincial Gas Tax funding are permitted to be used in conjunction with the CPTF - Baseline Funding program.

** 2025 Budget includes \$580,000 in Provincial Gas Tax funding for the replacement of two gas buses.

Report Approval:

This report has been reviewed and approved by: Traffic Technologist, Manager of Transportation & By-Law, Director of Environmental & Infrastructure Services/City Engineer, and Director of Corporate Services/City Treasurer.

All reports are reviewed and approved by the City Manager.

Directed to: Mayor Joe Preston and Members of City Council

Meeting Date:
May 20, 2025

Department: Parks, Recreation & Facilities

Authored By: Jeff Bray, Director, Parks, Recreation and Facilities

Attachment

Subject: Wind Phone Installation Request

Recommendation:

THAT: Report PRF-21-25 relating to Wind Phone Installation Request be received for information.

Background:

On April 14, 2025, staff received a “formal request for something meaningful and healing for the community, i.e., the installation of a Wind Phone within a city park. Under Petitions and Communications, a “Proposal for the installation of a Wind Phone in a Public Park in St. Thomas” was subsequently received by Council at the May 5, 2025 Council meeting.

In 2010, Itaru Sasaki created the Wind Phone in Japan to help him manage his cousin’s death. Placed in a quiet outdoor setting, a Wind Phone is a disconnected telephone that provides individuals a private space to express thoughts and emotions to loved ones who have passed away. Since the 2011 Tōhoku earthquake and tsunami, Wind Phone installations have spread across the world.

For additional information, please visit: <https://www.mywindphone.com/>

Report:

After a preliminary review, staff have no initial issues with the concept of a Wind Phone within a City park. The next step will be to complete a best practice review with jurisdictions that have installed Wind Phones. This will focus on durability and vandal resistance, i.e., the most robust type of phone to be repurposed, other installation requirements (shelter, visibility), and location parameters. If the long-term viability of a Wind Phone is positive, staff will confirm a suitable location and budget estimate.

A Report to Council providing an update on this item will be scheduled once the above research has been completed.

Strategic Priority:

Strategic Pillar: Prepared and Resilient City - Priority #2: Passionate and Engaged City Team

Financial Impact:

There are no financial impacts associated with this report.

Report Approval:

All Council reports are approved by the City Manager.

Directed to: Mayor Joe Preston and Members of City Council

Department: City Clerk's

Authored By: Jon Hindley, Deputy City Clerk

Subject: Strong Mayor Powers Update

Recommendation:

THAT: Report CC-09-25 relating to Strong Mayor’s Powers Update be received for information.

Background:

Effective May 1, 2025, strong mayor powers were expanded to additional municipalities, including the City of St. Thomas. For Council’s information, the letter from Hon. Rob Flack, Minister of Municipal Affairs and Housing confirming these powers is attached.

Strong mayor powers, introduced under Part VI.1 of the Municipal Act, 2001, were initially granted to Toronto and Ottawa in 2022, followed by 26 additional municipalities in 2023. The criteria in the newest expansion of strong mayor powers is for municipalities with at least six members of council.

Some of these powers relate to prescribed provincial priorities. Currently, those priorities are the following:

- Building 1.5 million new residential units by December 31, 2031; and,
- Constructing and maintaining infrastructure to support housing, including transit, roads, utilities and servicing

The legislation assigns various duties to the Mayor, only some of which can be delegated to others.

Written Documentation

- When exercising powers, other than direction to employees, a written record must be provided to the Clerk and each member of Council and subsequently made available to the public.
- A document template is currently being developed and such completed mayoral decisions will be posted on the City’s website.

Direction to Employees

- The Mayor may direct employees to undertake research, provide advice, or to carry out duties related to the exercise of the power or performance of the duty, including implementing any decisions made by the head of council under the special powers and duties provisions. These written directions are provided to the Clerk and the Chief Administrative Officer.

Employment Matters

- The Mayor can appoint or dismiss the Chief Administrative Officer. This authority may be delegated to Council.
- The Mayor can appoint or dismiss or exercise any other prescribed employment powers relating to division heads, excluding specific positions appointed under legislation. This authority may be delegated to Council or the Chief Administrative Officer.
- The Mayor can determine the organizational structure of the municipality. This authority may be delegated to Council or the City Manager.

Committee Oversight

- The Mayor can create committees, assign functions, and appoint Chairs and Vice Chairs of committees that are exclusively made up of members of Council.

Budget Preparation

- The Mayor is required to propose the budget by February 1st in each year.
- Once the Mayor has proposed the budget, Council can amend it by passing a resolution within a 30-day review period. The Mayor has 10 days to veto any Council amendment. Council can override the veto with a 2/3 vote.
- The Mayor can direct staff to prepare a budget for the Mayor’s review and adoption and shorten review and override periods.

By-laws and Matters Supporting Provincial Priorities

- The Mayor can bring forward matters for Council’s consideration relating to provincial priorities.
- The Mayor can propose a by-law relating to provincial priorities, with support by more than 1/3 vote of Council.

Veto Authority

- The Mayor can veto certain by-laws if he believes that they interfere with a provincial priority by providing written notice to Council of his intent to consider vetoing, within two days after Council voted in favour of the by-laws. Within 21 days of the Mayor’s notice, Council can override the veto, with a 2/3 vote.

By-Election

- Should a vacancy occur in the office of the head of council prior to March 31st in an election year, the municipality must hold a by-election in accordance with the *Municipal Elections Act, 1996*, to fill the vacancy.

Strategic Priority:

Strategic Pillar: Prepared and Resilient City - Priority #1: Effective Governance

Financial Impact:

There are no financial impacts associated with this report.

Report Approval:

This report has been reviewed and approved by: Maria Konefal, City Clerk.

All reports are reviewed and approved by the City Manager.

**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, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



City of St. Thomas

MAY 02 2025

City Clerks Dept.

234-2025-1992

May 1, 2025

Dear Head of Council:

To follow up on our government's announcement from April 9, 2025, I am pleased to inform you that as of May 1, 2025, we have expanded strong mayor powers to heads of council of an additional 170 municipalities. This includes your municipality.

Heads of council in strong mayor municipalities are able to:

- Choose to appoint the municipality's chief administrative officer.
- Hire certain municipal division heads, and establish and re-organize divisions.
- Create committees of council, assign their functions and appoint the Chairs and Vice-Chairs of committees of council.
- Veto certain by-laws if they are of the opinion that all or part of the by-law could potentially interfere with a prescribed provincial priority, such as housing, transit and infrastructure.
- Bring forward matters for council consideration if they are of the opinion that considering the matter could potentially advance a prescribed provincial priority.
- Propose certain municipal by-laws if they are of the opinion that the proposed by-law could potentially advance a prescribed provincial priority. Council can pass these by-laws if more than one-third of all council members vote in favour.
- Propose the municipal budget, which would be subject to council amendments and a separate mayoral veto and council override process.

Some strong mayor powers are related to prescribed provincial priorities that are identified in O. Reg 580/22.

Heads of council in strong mayor municipalities are subject to existing accountability and transparency rules, as well as certain additional rules. For example, when the head of council exercises many of the strong mayor powers and performs many of the strong mayor duties, they are required to provide written documentation to the municipal clerk and members of council by the next business day. They must also make this written documentation available to the public.

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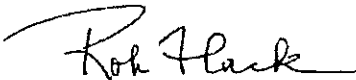
For more information on strong mayor powers and duties please see:

- The Strong Mayor chapter of the Ontario Municipal Councillor's Guide
- Part VI.1 of the Municipal Act, 2001 – Special Powers and Duties of the Head of Council
- Regulations made under the Municipal Act, 2001 that relate to strong mayor powers and duties: O. Reg 580/22; O. Reg. 530/22

If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at 437-996-2487 or tanner.zelenko@ontario.ca.

Please accept my best wishes.

Sincerely,

A handwritten signature in black ink that reads "Rob Flack". The signature is fluid and cursive, with the first name "Rob" and last name "Flack" clearly distinguishable.

Hon. Rob Flack
Minister of Municipal Affairs and Housing

- c: Robert Dodd, Chief of Staff
Martha Greenberg, Deputy Minister
Caspar Hall, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal & Housing Operations Division
Municipal Clerk and Chief Administrative Officer

St. Thomas City Council:

MAY 08 2025

May 08/25

City Clerks Dept.

Your Worship:

This is the 21st year St. Thomas has been advocating for FASD International Awareness Day. CanFASD is promoting that all monuments in Ontario, like Jumbo in St. Thomas, be lit up during International FASD Awareness Month, bringing greater attention to Ontario to recognize Fetal Alcohol Spectrum Disorder.

This is an application that needs my attention. I ask St. Thomas City Council to light up Jumbo in Red Lights from Sept 05 to 12, 2025, to recognize International FASD Awareness Day. If Ontario plans to recognize Fetal Alcohol Spectrum Disorder, youth can be accommodated in school and receive services from workers who understand FASD.

The St Thomas Downtown Development Board supports FASD Awareness. Coordinating the installation of the '**Red Shoes Rock Let's Stamp out the Stigma**' FASD banner in the same time frame.

I will not need to make a deputation to explain this new event of lighting Jumbo in Red. If available, I will bring forward my original application for the FASD Proclamation at City Hall on Sept. 09. at 9:09 AM to ring the bells closer to the event.

Ethel de la Penotiere.

Ethel de la Penotiere

11 Hitch Cres

St Thomas ON

PROCLAMATION

Whereas: children are our most important resource, and it is our responsibility to care for, nurture and protect them; and

Whereas: statistics indicate that as many as one in every one hundred babies born in our country suffer some degree of Fetal Alcohol Spectrum Disorder FASD (which includes Fetal Alcohol Syndrome FAS, Alcohol Related Neurodevelopment Disorder ARND, and Alcohol Related Birth Defects ARBD) be it of very minor or major degree and

Whereas: individuals with Fetal Alcohol Spectrum Disorder in Canada and industrial nations throughout the world face the risk of mental retardation or learning disabilities, in early school dropout, in homelessness, in addictiveness and often in trouble with the law and other mental illnesses; and

Whereas: statistics show that Fetal Alcohol Spectrum Disorder although not curable by any medications, is 100% preventable and can be eradicated if mothers are drug and alcohol-free during pregnancy, and

Whereas: to reduce the incidence of FASD, it is essential that women who are pregnant are provided with support and information, and

Whereas: parents, professionals, caretakers, and individuals living with FASD around the world will observe International Fetal Alcohol Spectrum Disorder Awareness Day on Sept. 9, with a bell ringing ceremony within the community at 9:09 am.

Therefore; Be it Resolved that the Mayor and the Council of the City of St. Thomas do hereby Proclaim September 9, 1999 as Fetal Alcohol Spectrum Disorder Awareness Day in the city of St. Thomas and surrounding area and further that the city of St. Thomas ring the bells at city hall at 9:09 AM in recognition of those who suffer the effects of alcohol and drug abuse before they were born and encourage the community to learn more about this disabling, preventable condition.

May 8, 2025

City of St. Thomas
P.O. Box 520
545 Talbot Street
St. Thomas, ON
N5P 3V7

Dear Mayor Preston and Members of Council,

Please accept this letter as our request to proclaim **Sunday May 25th - Saturday May 31st National AccessAbility Week**, and that the Accessibility flag be flown at City Hall. As part of AccessAbility Week, we would also request that you proclaim **Wednesday May 28th as Red Shirt Day**.

National AccessAbility Week takes place every year starting on the last Sunday in May. National AccessAbility Week is a time when accessibility and inclusion is promoted across communities and workplaces and a time to celebrate the contributions of Canadians with disabilities. It is also an opportunity to recognize the efforts of Canadians who are actively removing barriers and ensuring persons with disabilities have an equal chance to participate in all aspects of Canadian society. We would like to hold a flag raising ceremony on **Monday May 26th at 10 a.m.**

Red Shirt Day takes place on the Wednesday of National AccessAbility Week each year. Wednesday May 28th will be a day when people across Canada come together and wear red in schools, workplaces and spaces everywhere in order to create a visible display of solidarity: to show their support for persons and families who are living with disabilities, celebrate the achievements of people living with disabilities, and to pledge their commitment to help create a fully accessible and inclusive society that honours and values the contributions of people of all abilities in all aspects of life in Canada.

We thank you in advance for your consideration of this request in promoting accessibility within the City of St. Thomas.

Jon Hindley, Deputy City Clerk

On behalf of the St. Thomas Municipal Accessibility Advisory Committee,



Alcohol and Gaming Commission of Ontario
90 Sheppard Avenue East, Suite 200
Toronto ON M2N 0A4
Tel.: 416-326-8700 • Fax: 416-326-8711
Toll free in Ontario: 1-800-522-2876
Inquiries: www.agco.ca/iagco
Website: www.agco.ca

Municipal Information for Liquor Sales Licences (including Tied House)

The information requested below is required in support of all applications for a new Liquor Sales Licence (including Tied House) or areas being added to an existing Liquor Sales Licence.

Section 1 – Application Details

Premises Name

Gino's Pizza

Premises Phone Number (include area code)

365 888 2835

Premises Address

Unit 55, 417 Wellington St

City/Town

St Thomas

Province

ON

Postal Code

N5R5J5

Contact Name

Maulin Dave

Contact's Phone Number (include area code and extension)

365 888 2835

Contact's Email Address

st.thomas.ginos@gmail.com

Does the application for a Liquor Sales Licence (including Tied House) include indoor areas and/or outdoor areas?



Indoor Areas



Outdoor Areas

Section 2 – Municipal Clerk's Official Notice of Application for a Liquor Sales Licence (including Tied House) in your Municipality.

Municipal Clerk:

Please confirm the "wet/damp/dry" status below.

Name of village, town, township or city where taxes are paid.

(If the area where the establishment is located was annexed or amalgamated, provide the name that the village, town, township or city was known as.)

City of St. Thomas

Is the area where the establishment is located "wet", "damp" or "dry"? Please select one.



Wet (for spirits, beer, wine)



Damp (for beer and wine only)



Dry

Note: Specific concerns regarding zoning or non-compliance with by-laws must be clearly outlined in a separate submission or letter within 30 days of this notification.

Address of Municipal Office

545 Talbot St, St Thomas, ON N5P 3V7

Name of Municipal Official

MARIA KONEFAL

Title

CITY CLERK

Date (dd/mm/yyyy)

12/09/2025

Telephone number

519-631-1680 ext. 4123

Email Address

mKonefal@stthomas.ca

Signature of Municipal Official

Maria Konefal

**Ministry of
Municipal Affairs
and Housing**

**Ministère des
Affaires municipales
et du Logement**



City of St. Thomas

Office of the Minister

Bureau du ministre

777 Bay Street, 17th Floor
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777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000

MAY 14 2025

City Clerks Dept.

234-2025-2204

May 13, 2025

Dear Head of Council,

On May 12, 2025 I introduced the *Protect Ontario by Building Faster and Smarter Act, 2025 (Bill 17)*. Through this legislation, and other changes, we are responding to recommendations and requests from municipal leaders to make it easier and faster to build new homes and infrastructure Ontario needs like transit, roads, water, and wastewater systems.

The bill contains bold actions to protect Ontario from the Ministry of Municipal Affairs and Housing, the Ministry of Infrastructure and the Ministry of Transportation. Details about the range of measures can be found in the [news release](#).

Building Code Act – Ministry of Municipal Affairs and Housing

Schedule 1 of the Bill proposes changes to the *Building Code Act* which include:

- Adding a provision to clarify that municipalities do not have the authority to create or enforce their own construction standards.
- Eliminating the requirement for a secondary provincial approval of innovative construction products for products that have already undergone a “Canadian Code Compliance Evaluation” by the federal Canadian Construction Materials Centre (25-MMAH0042). Comments can be made through the Regulatory Registry of Ontario (RR) from May 12, 2025, to June 11, 2025.

Development Charges Act – Ministry of Municipal Affairs and Housing

Schedule 4 of the Bill proposes changes to the *Development Charges Act, 1997*, to standardize the development charge (DC) methodology and framework and improve predictability of costs, include:

- Creating a regulation-making authority to merge service categories for DC credits.
- Creating a regulation-making authority to specify what constitutes a “local service.”
- Expanding the DC deferral to non-rental residential developments. Related changes include:

.../2

- Providing municipalities authority, in circumstances set out in regulation, to require financial security for payment of deferred DCs for non-rental residential developments; and
- Removing authority for municipalities to charge interest on any legislated DC deferral amounts.
- Enabling municipalities to make any changes to their DC by-laws for the sole purpose of reducing DCs or removing indexing without undertaking certain procedural requirements.
- Creating a regulation-making authority to prescribe exceptions, including conditional exceptions, to capital costs that are eligible to be recovered from DCs.
- Providing that the frozen DC rates on a development would not be applicable if the current DC rates in effect would result in a lower payment.
- Exempting long-term care homes within the meaning of subsection 2 (1) of the *Fixing Long-Term Care Act, 2021* from municipal DCs.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Regulatory Registry of Ontario (RR) from May 12, 2025, to June 11, 2025:

- RR 25-MMAH003: Changes to the *Development Charges Act, 1997*, to Simplify and Standardize the Development Charge (DC) Framework.

Planning Act – Ministry of Municipal Affairs and Housing

Schedules 3 and 7 of the Bill propose changes to the *Planning Act* and the *City of Toronto Act, 2006* that would help streamline and standardize municipal development processes. If passed, the proposed changes would:

- Provide authority for regulations to limit municipal complete application studies and provide greater recognition of planning reports prepared by prescribed certified professionals,
- Remove the need for certain minor variances,
- Give the Minister of Municipal Affairs and Housing the authority to impose conditions on a use permitted by a Minister's zoning order, and
- Streamline planning approvals for publicly funded kindergarten to grade 12 schools.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Environmental Registry of Ontario from May 12, 2025, to June 11, 2025:

- ERO 025-0461: Proposed Planning Act and City of Toronto Act, 2006 Changes (Schedules 3 and 7 of Bill 17- Protect Ontario by Building Faster and Smarter Act, 2025).

We are also interested in receiving any comments you may have on associated regulatory changes. The government is undertaking 45-day consultations on the following proposals from May 12, 2025, to June 26, 2025:

- ERO 025-0462: Proposed Regulations – Complete Application (seeking feedback on proposed regulations to address complete application requirements (study/report requirements) and submissions from certified professionals)
- ERO 025-0463: Proposed Regulation – As-of-right Variations from Setback Requirements (seeking feedback on a proposed regulation that would allow variations to be permitted “as-of-right” if a proposal is within 10% of requirements for setbacks from property lines applicable to specified lands)

The Environmental Registry postings provide additional details regarding the proposed changes.

Ministry of Infrastructure Act – Ministry of Infrastructure

Schedule 6 of the Bill proposes changes to the *Ministry of Infrastructure Act, 2011* (MOIA), to provide the Minister of Infrastructure with the authority to request information and data from municipalities and municipal agencies, where needed to support provincially funded infrastructure projects. This would help speed up the delivery of critical infrastructure that our growing communities need, while also supporting jobs and economic growth. Comments can be made through the Regulatory Registry of Ontario (RR-25MOI003) from May 12, 2025, to June 11, 2025.

Transit-Oriented Communities Act – Ministry of Infrastructure

Proposed changes to the *Transit-Oriented Communities (TOC) Act, 2020*, would reduce barriers to implementing the Transit Oriented Communities (TOC) by:

- Amending the definition of a “Transit Oriented Communities project” to include projects along the GO and LRT network more efficiently,
- Removing OIC approval requirements for any agreements between the Minister (or an entity with delegated powers) and a municipality, and
- Enabling the Minister to delegate certain responsibilities to Infrastructure Ontario for the purpose of developing TOCs.

We are interested in receiving your comments on these proposed changes. Comments can be made through the Environmental Registry of Ontario from May 12, 2025, to June 11, 2025:

- ERO 025-0504: Proposed *Transit-Oriented Communities Act, 2020*, changes to reduce barriers to implementing municipal agreements.

Ministry of Transportation

Schedule 2 of the bill proposes a change to the *Building Transit Faster Act, 2020* (BTFA) that, if passed, would extend the use of the BTFA measures to all provincial transit projects. This change would remove barriers to building transit faster and get shovels in the ground quicker to build major provincial transit projects that connect communities.

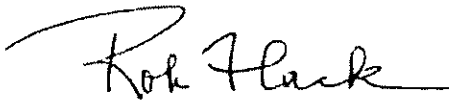
A proposed amendment to the *Metrolinx Act, 2006*, permits the Minister of Transportation to request certain information and data from municipalities or municipal agencies necessary to support the development of provincial transit projects or Transit-Oriented Communities projects.

You may provide your comments on the proposed change to the BTFA through the Environmental Registry of Ontario (ERO) notice [ERO 025-0450](#) and the Ontario Regulatory Registry notice ([RR 25-MTO005](#)) and the Metrolinx Act ([RR 25-MTO006](#)) from May 12, 2025 to June 11, 2025.

The government invites you to review the [Environmental Registry of Ontario](#) and [Regulatory Registry of Ontario](#) posting links provided above and share any feedback you may have. If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at Tanner.Zelenko@ontario.ca.

In the face of economic uncertainty, we must protect Ontario by speeding up construction so we can lower housing costs and keep workers on the job. I look forward to continued collaboration with you, our municipal partners, to create the homes that Ontario need today, tomorrow, and in the decades to come.

Sincerely,



Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

- c. The Honourable Kinga Surma, Minister of Infrastructure
 The Honourable Prabmeet Sarkaria, Minister of Transportation
 The Honourable Graydon Smith, Associate Minister of Municipal Affairs and Housing
 Robert Dodd, Chief of Staff, Minister's Office
 Matthew Rae, Parliamentary Assistant, Municipal Affairs and Housing
 Laura Smith, Parliamentary Assistant, Municipal Affairs and Housing
 Brian Saunderson, Parliamentary Assistant, Municipal Affairs and Housing
 Martha Greenberg, Deputy Minister, Municipal Affairs and Housing
 David McLean, Assistant Deputy Minister, Municipal Affairs and Housing
 Caspar Hall, Assistant Deputy Minister, Municipal Affairs and Housing
 Municipal Chief Administrative Officers