AGENDA
Regular Council Meeting

January 28, 2020
6:00 pm
Council Chambers, Town Hall
175 Queen Street East, St. Marys

Pages

1. CALL TO ORDER

2. DECLARATIONS OF PECUNIARY INTEREST

3. AMENDMENTS AND APPROVAL OF AGENDA

RECOMMENDATION
THAT the January 28, 2020 regular Council meeting agenda be accepted as presented.

4. PUBLIC INPUT PERIOD

(Information provided during the Public Input Period shall be directed by the public to Council members and shall deal with matters specific to Agenda business. A maximum of two (2) minutes per person is allotted for questions, and the maximum time allotted for the Public Input Period as a whole is ten (10) minutes)

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Chris West re: Support on Plan to Release Canadians Imprisoned in China 8

RECOMMENDATION
THAT the delegation from Chris West regarding Support on Plan to Release Canadians Imprisoned in China be received.

6. ACCEPTANCE OF MINUTES

6.1 Special Council - January 7, 2020 16

RECOMMENDATION
THAT the January 7, 2020 special Council meeting minutes be approved by Council, and signed and sealed by the Mayor and the Clerk.

6.2 Regular Council - January 14, 2020 25

RECOMMENDATION
THAT the January 14, 2020 regular Council meeting minutes be approved by Council, and signed and sealed by the Mayor and the Clerk.

6.3 Special Council - January 21, 2020 36

RECOMMENDATION
THAT the January 21, 2020 special Council meeting minutes be approved by Council, and signed and sealed by the Mayor and the Clerk.

7. CORRESPONDENCE

RECOMMENDATION
THAT the correspondence from MPAC regarding 2019 Year End Assessment Report be received.

7.1 Municipal Property Assessment Corporation re: 2019 Year End Assessment Report 42

8. STAFF REPORTS

8.1 Building and Development Services

8.1.1 DEV 03-2020 January Monthly Report (Building and Development) 44

RECOMMENDATION
THAT DEV 03-2020 January Monthly Report (Building and Development) be received for information.

8.1.2 DEV 05-2020, Egan Ave Road Reconstruction Cost-Sharing Agreement 47

RECOMMENDATION
THAT DEV 05-2020 Egan Ave Road Reconstruction Cost-Sharing Agreement report be received; and

THAT Council authorize the Mayor and Clerk to enter into a cost sharing agreement between 2503778 Ontario Inc. and the Town of St Marys for the reconstruction of Egan Ave; and

THAT Council approve By-law 10-2020.

8.2 Community Services

8.2.1 DCS 01-2020 January Monthly Report (Community Services) 67

RECOMMENDATION
THAT DCS 01-2020 January Monthly Report (Community Services) be received for information.

8.2.2 DCS 02-2020 Renewal for Via Lease Agreements 70

RECOMMENDATION
THAT DCS 02-2020 Renewal for Via Lease Renewals report be received; and,

THAT Council approve By-law 11-2020 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Cameron Porteous; and,

THAT Council approve By-law 12-2020 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Reed Needles.

8.3 Corporate Services

8.3.1 COR 01-2020 January Monthly Report (Corporate Services) 77

RECOMMENDATION
THAT COR 01-2020 January Monthly Report (Corporate Services) be received for information.

8.4 Finance

8.4.1 FIN 04-2020 January Monthly Report (Finance) 80

RECOMMENDATION
THAT FIN 04-2020 January Monthly Report (Finance) be received for information.

8.5 Fire and Emergency Services

8.5.1 FD 01-2020 January Monthly Report (Emergency Services) 82

RECOMMENDATION
THAT FD 01-2020 January Monthly Report (Emergency Services) be received for information.

8.6 Human Resources

8.6.1 HR 01-2020 January Monthly Report (Human Resources) 88

RECOMMENDATION
THAT HR 01-2020 January Monthly Report (Human Resources) be received for information.

8.7 Public Works

8.7.1 PW 07-2020 January Monthly Report (Public Works) 90

RECOMMENDATION
THAT PW 07-2020 January Monthly Report (Public Works) be received for information.

8.7.2 PW 01-2020 Water Pollution Control Plant Update 94

RECOMMENDATION
THAT PW 01-2020 Water Pollution Control Plant Update report be received for information.

8.7.3 PW 02-2020 Inflow and Infiltration Program 100

RECOMMENDATION
THAT report PW 02-2020 Inflow and Infiltration Program be received; and

THAT Council authorize the additional hiring of two contract staff to assist in the program administration in 2020 as proposed; and,

THAT Council approve the development of an eaves trough disconnection rebate program of $50.00 per eligible downspout disconnection up to a maximum of $200.00 per property for the 2020 calendar year; and,

THAT Council approve the development of a sump pump disconnection rebate program of $350.00 per eligible disconnection for the 2020 calendar year; and,

THAT Council allocate approximately $60,000.00 of the program funding to the rebate program in 2020 to be administered on a first come first serve basis contingent on remaining program funds.

8.8 CAO and Clerks

8.8.1 CAO 07-2020 January Monthly Report (CAO and Clerks) 105

RECOMMENDATION
THAT CAO 07-2020 January Monthly Report (CAO and Clerks) be received for information.

8.8.2 CAO 10-2020 Court Security and Prisoner Transportation Program 107

RECOMMENDATION
THAT CAO 10-2020 Court Security and Prisoner Transportation Program report be received; and

THAT Council approve the terms and conditions of the Court Security and Prisoner Transportation program agreement; and

THAT By-law 09-2020 be approved by Council.

9. EMERGENT OR UNFINISHED BUSINESS

10. NOTICES OF MOTION

11. BY-LAWS

RECOMMENDATION
THAT By-Laws 08-2020, 09-2020, 10-2020, 11-2020 and 12-2020 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

11.1 By-Law 08-2020 Smoking and Vaping 136

*As recommended by Council at January 14, 2020 regular Council meeting.

11.2 By-Law 09-2020 Agreement with Province of Ontario for Court Security and Prisoner Transportation Program 142

11.3 By-Law 10-2020 Agreement with 2503778 Ontario Inc. for Egan Avenue Cost Sharing Agreement 143

11.4 By-Law 11-2020 Lease Agreement with Cameron Porteous 145

11.5 By-Law 12-2020 Lease Agreement with Reed Needles 146

12. UPCOMING MEETINGS

February 4, 2020 - 9:00 am, Special Meeting of Council (budget), Council Chambers

February 11, 2020 - 6:00 pm, Regular Council, Council Chambers

February 18, 2020 - 9:00 am, Special Meeting of Council (budget), Council Chambers

February 25, 2020 - 6:00 pm, Regular Council, Council Chambers

13. CLOSED SESSION

RECOMMENDATION
THAT Council move into a session that is closed to the public at _____pm as authorized under the *Municipal Act,* Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

13.1 Minutes CLOSED SESSION

13.2 CAO 09-2020 CONFIDENTIAL Draft Conditions of Sale for 481 Water Street South (McDonald House)

14. RISE AND REPORT

RECOMMENDATION
THAT Council rise from a closed session at _____pm.

15. CONFIRMATORY BY-LAW 147

RECOMMENDATION
THAT By-Law 13-2020, being a by-law to confirm the proceedings of January 24, 2020 regular Council meeting be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

16. ADJOURNMENT

RECOMMENDATION
THAT this regular meeting of Council adjourn at _____ p.m.

"Free them"

A report presented to

The Town of St. Marys

By

Chris West

January 14, 2020

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Executive Summary

Michael Kovrig and Michael Spavor are the two names most commonly mentioned in news reports as Canadians held in China. Two names less often mentioned are Robert Schellenberg and Fan Wei, both presumably charged with drug related matters.

It seems that typical to China, charges are determined by the People's Republic and China, "PRC" and not in what are described as "courts". This PRC procedure is totally against the rule of law and that we enjoy in Canada.

Well respected CTV newsman, Craig Oliver, attributes the lack of action by Canada against the imprisonment of these Canadians as one of Canada's greatest failures of 2019.

The current Canadian parliament minority governing power have established priorities that may reflect on matters in mainland China. These priorities have been prepared in the privy council office then signed by the PM.

It would appear that China will be a priority for ministers in at minimum a number of areas including:

- Minister of Foreign Affairs and International Trade
- Minister of Innovation and Science and Economic Development
- Minister of Agriculture, Agri Food, Natural Resources
- Minister of Public Safety

Ministers, Members of Parliament and Senators that could be involved in matters concerning both the PRC and the four men identified in this executive summary and report.

In addition to actions that may be attributed to these representatives, there have been diplomatic actions by governments and individuals calling for the release of the Canadians mentioned.

Despite this, China is presumably much aware of their international image.

2. Background

Despite Canada's efforts to aid China since the 1950's, the PRC under the leadership of President Xi Jinping have taken unwelcome action including, but not limited to:

- Militrization of the South China Sea
- Incarceration and brainwashing of Uyghurs
- Jailing of human rights activists and their lawyers
- Detention of innocent Canadians
- Debt traps and port acquisitions in Belt and Road initiatives
- Threats to neighbours, such as Taiwan
- Exporting to Canada of dangerous goods, including fentanyl and those with misleading labels
- Lack of legal due process
- Reneging on commitments to Hong Kong after UK exit.

The Macdonald-Cartier Institute and senior fellow Margaret McCuaig-Johnston are a well respected organization:

- "inspired by Canada's deep-rooted intellectual tradition of ordered liberty-as exemplified by Macdonald and Laurier (sic)" (The Right Honourable Stephen Harper)
- "forged a reputation for brilliance and originality in areas of vital concern to Canadians (sic)" Brabara Kay, National Post Columnist
- "intelligent and informed debate contributes to a stronger healthier and more competitive Canadian society (sic)" John Manley, former deputy Canadian PM

China's affluent and upper-middle class is estimated to reach 220 million by the year 2022, while the number of high-net-worth individuals has increased nine-fold in the past decade — two-thirds of whom have investments in international property. The overall value of Chinese investment in international property ballooned from $5 billion in 2010 to $119.7 billion USD last year. (Montreal Gazette)

According to juwai.com, most likely countries for China and Chinese to invest in are #1 USA #2 Australia #3 Canada.

3. Important Government Contacts

The Honourable Navdeep Bains, Minister innovation, science, industry
The Honourable Marie-Claude Bibeau, Minister Agriculture, Agri-Food
The Honourable Bill Blair, Minister Safety, Emergency Preparedness
The Honourable Seamus O'Regan, Minister, Natural Resources
The Honourable Chrystia Freeland, Deputy PM
The Honourable Justin Trudeau, PM
The Honourable Andrew Scheer, Leader Official Opposition
The Honourable Jagmeet Singh, Leader NDP
The Honourable Francois-Philippe Champagne, Minister Foreign Affairs
John Nader, MP, Deputy Official Opposition House Leader
Elizabeth May, Leader Green Party
Yves-Francois Blanchet, Leader BQ Party
Michael Wernick, Clerk of Privy Council
Leo Housakos, Senator
Thanh Hai Ngo, Senator
Kim Pate, Senator
Murray Sinclair, Senator
Yuen Pau Woo, Senator
Peter Boehm, Senator
Peter Harder, Senator

4. Recommendations for action

We recommend a number of actions, including, but not limited to the following:

1. Cap and trade fee on all countries *shipping* goods to Canada based on the differential of tax on automotive fuel in Canada vis a vis country of export to a max of 4% in 2020, then increasing by 0.5% per year until 2050.
2. Additional controls at Canadian ports of entry and at Canada post to reduce shipments of illegal drugs, mislabeled products
3. Cancellation of R&D funding that has PRC as beneficiary
4. Enforcement of Magnitsky legislation with visa bans and seizure of assets
5. Letters to G7 leaders recommending support of all recommendations
6. Letters to important Canadian government contacts
7. Commencement of letter writing campaign
8. Increasing the cost of the sale of Canadian real estate to buyers from China
9. Sending home Chinese athletes training in Canada
10. Sending home Chinese pandas
11. Ignoring the 50th anniversary of Canada's recognition of China
12. Withdrawing from the Asian Infrastructure Investment Bank
13. Introducing Foreign Influence Transparency Act

5. Acknowledgments

We acknowledge and appreciate the input of Margaret McCuaig-Johnston, The Town of St. Marys Ontario, Juwai, Montreal Gazette, Tom Welker and Larry Hughes.

Contact Information

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MINUTES
Special Meeting of Council

January 7, 2020
9:00 am
Town Hall, Council Chambers

Council Present:	Deputy Mayor Craigmile Councillor Edney Councillor Hainer Councillor Pridham Councillor Winter
Council Regrets:	Mayor Strathdee Acting Mayor Luna
Staff Present:	Brent Kittmer, CAO / Clerk Richard Anderson, Director of Emergency Services / Fire Chief Grant Brouwer, Director of Building and Development Stephanie Ische, Director of Community Services Jed Kelly, Director of Public Works Lisa Lawrence, Director of Human Resources Trisha McKibbin, Director of Corporate Services André Morin, Director of Finance / Treasurer Jenna McCartney, Deputy Clerk

1. CALL TO ORDER

In the absence of Mayor Luna, Deputy Mayor Jim Craigmile assumed the role of Chair.

Deputy Mayor Craigmile called the meeting to order at 9:00 am.

2. DECLARATION OF PECUNIARY INTEREST

Councillor Pridham declared a conflict of interest in the matter relating to the Front Porch Show's Community Grant Application which will be discussed in agenda item 6.1.1.

Deputy Mayor Craigmile declared a perceived conflict of interest in the matter relating to the St. Marys Healthcare Foundation's funding request which will be

discussed in agenda item 5.2. Deputy Mayor Craigmile stated that he will participate in the debate and excuse himself from voting.

3. AMENDMENTS AND APPROVAL OF AGENDA

Deputy Mayor Craigmile requested the Council give consideration to appointing a Vice-Chair for the meeting in the event that he should be required to pass the gavel at any point during the meeting.

Councillor Hainer nominated Councillor Winter as the Vice-Chair for today's proceedings.

Councillor Winter accepted the nomination.

Resolution 2020-01-07-01
Moved By Councillor Hainer
Seconded By Councillor Edney

THAT Councillor Winter be appointed as the Vice-Chair for today's meeting.

CARRIED

Deputy Mayor Craigmile requested that the delegation from Upper Thames River Conservation Authority be moved to follow the Station Gallery delegation, therefore moving the St. Marys Healthcare Foundation as the first delegation to Council.

Resolution 2020-01-07-02
Moved By Councillor Hainer
Seconded By Councillor Winter

THAT the January 7, 2020 special meeting of Council agenda be accepted as amended.

CARRIED

4. PUBLIC INPUT PERIOD

None.

5. DELEGATION

5.2 St. Marys Healthcare Foundation

Pat Craigmile, Chair of the St. Marys Healthcare Foundation, thanked Council for the opportunity to present the 2020 funding request.

Dr. Charles Gatfield presented the 2020 funding request to Council on behalf of the St. Marys Healthcare Foundation. Dr. Gatfield responded to questions of Council.

Deputy Mayor Craigmile participated in the debate but did not participate in voting.

5.3 Station Gallery

Cameron Porteous of the St. Marys Station Gallery spoke to the 2020 funding request and responded to questions from Council.

5.1 Upper Thames River Conservation Authority

Sandy Levin, Board Chair of the Upper Thames River Conservation Authority, and Ian Wilcox, General Manager of the Upper Thames River Conservation Authority (UTRCA) spoke to the 2020 UTRCA proposed budget. Also in attendance is Tony Jackson, representative for the Town on the UTRCA Board.

Council asked the Mr. Wilcox and Mr. Levin a number of questions related to the proposed budget and future operations of the UTRCA.

Council provided the following consensus to Brent Kittmer, CAO / Clerk, regarding its position on the 2020 UTRCA budget:

1. The Common issue is that both the Town and the UTRCA are lacking clarity from the Province on how to manage proposed cuts. Council encourages the UTRCA to take a proactive approach and to begin completing the necessary review of its programs and operations to develop budget management strategies in the event that the Province reduced their annual funding.

2. The budget presented to Council does not appear to be a status quo budget, although the UTRCA budget presentation makes reference to it being status quo. Council is concerned with the increase to the levy to fund advancement of the UTRCA strategic priorities, and Council is of the position that this ley increase is contrary to what was directed by the Minister of Environment, Conservation and Parks. Council raises the question to the Board whether increasing this is an appropriate year to increase the levy when the pending legislative changes and funding decisions makes the future unclear. It is Council’s position that 2020 should be a true status quo year.

Council took a brief recess at 10:47 am.

Deputy Mayor Craigmile called the meeting back to order at 11:00 am.

6. 2020 BUDGET DELIBERATIONS

6.1 External Transfers and Community Grants

6.1.1 CAO 01-2020 Review of 2020 Community Grant Applications

Jenna McCartney presented CAO 01-2020 report and responded to questions from Council.

Council discussed the request from Canadian Baseball Hall of Fame and Museum. Council was of the consensus that $5,000 cash be approved in addition to $2,000 in-kind to include landfill tipping fees for 2020, use of 15 garbage containers and 10 recycling containers. Council was in agreement that the in-kind funds should not include building permit fees or delivery of picnic tables.

St. Marys Kinsmen Club - Council was of the consensus that $4,000 cash be approved in addition to $1,500 in-kind to include landfill tipping fees, field rental, and use of water and hydro. Council was in agreement that the in-kind funds should not include delivery of picnic tables.

St. Marys Minor Soccer - Council was of the consensus that $1,909 cash be approved. Council was in agreement that the Town would provide lining of the fields for 2020 and full cost recovery through rate increases will commence in 2021. As such, there were no funds approved for in-kind.

Homecoming 2020 - Council was of the consensus that $5,000 cash be approved in addition to $2,000 in-kind to include Pyramid Recreation Centre rental and garbage disposal. Council was in agreement to deny the request for in-kind use of electrical utilities for the street dance as the event is part of the municipality's responsibility under the Heritage Festival. Council was in agreement that the in-kind funds should not include delivery of picnic tables for programming related to Homecoming 2020.

The Front Porch Show - Council was of the consensus that $950 cash be approved to fund insurance coverage for the 2020 season.

Council was in agreement to deny the request to fund wireless microphones.

Council took a brief break at 11:58 am.

Deputy Mayor Craigmile called the meeting back to order at 12:30 pm.

Giving Tuesday St. Marys - Council was of the consensus that $550 cash be approved to fund information kits for community partners and partner window decals.

Celebrate St. Marys - Council was of the consensus that $300 be approved for in-kind fees associated with opening the Museum for the event and staff's time involved in seminars.

GOALS - Council was of the consensus that $3,138 cash be approved for the breakfast program at the Pyramid Recreation Centre.

St. Marys Ringette - Council was of the consensus to deny the cash and in-kind request. Council directed staff to further the conversation with the organization related to half ice board necessity.

Council discussed the Community Grant application from StoneTown ShowCase.

Councillor Hainer requested a recorded vote.

Resolution 2020-01-07-03
Moved By Councillor Hainer
Seconded By Councillor Pridham

THAT Council approve the Community Grant request from the StoneTown ShowCase for $5,000 cash to support free music and visual arts components, education initiatives, youth development and intern opportunities, and community engagement aspects of the weekend; and

THAT Council deny the $2,000 in-kind request.

Support (4): Councillor Craigmile, Councillor Hainer, Councillor Pridham, and Councillor Winter
Oppose (1): Councillor Edney

CARRIED

St. Marys Lincolns - Council was of the consensus that $8,565.40 cash be approved for room rentals in 2020.

Resolution 2020-01-07-04
Moved By Councillor Edney
Seconded By Councillor Hainer

THAT CAO 01-2020 Review of the 2020 Community Grant Applications report be received for review and budget direction.

CARRIED

6.1.2 CAO 02-2020 Outstanding 2019 Community Grant Fund Distribution

Jenna McCartney spoke to CAO 02-2020 report and responded to questions from Council.

Resolution 2020-01-07-05
Moved By Councillor Hainer
Seconded By Councillor Winter

THAT CAO 02-2020 Outstanding 2019 Community Grant Fund Distribution report be received; and

THAT Council approve the request from the organizers of Evan's Touch the Truck to reallocate $655 to the cost of a tent rental and a portion of the event insurance fee for the event held in September 2019.

CARRIED

6.2 Capital

6.2.1 PW 01-2020 Engineering Design Services for Elizabeth and Waterloo Street Reconstruction

Jed Kelly spoke to PW 01-2020 report and responded to questions from Council.

Resolution 2020-01-07-06
Moved By Councillor Pridham
Seconded By Councillor Hainer

THAT PW 01-2020 Engineering Design Services for Elizabeth and Waterloo Street Reconstruction report be received; and,

THAT Council authorize staff to negotiate with BM Ross and Associates for the engineering design and project administration work for the reconstruction of Elizabeth and Waterloo, with the 2020 design costs, inclusive of all taxes and contingencies, not exceeding the budgeted value of $50,000.00; and,

THAT Council approve By-Law 01-2020 and authorize the Mayor and the Clerk to sign the associated agreement.

CARRIED

6.2.2 COR 02-2020 Sound System Repairs and Maintenance

Trisha McKibbin spoke to COR 02-2020 report and responded to questions from Council.

Resolution 2020-01-07-07
Moved By Councillor Hainer
Seconded By Councillor Pridham

THAT COR 02-2020 Sound System Repairs and Maintenance report be received; and

THAT Council direct staff to repair the sound system equipment up to a cost of $1,000.

CARRIED

Council was of the consensus that it would be acceptable for Councillor Edney to call the PA Shop to discuss warranty issues related to the equipment given his expertise in sound equipment.

6.2.3 2020 Capital Budget Review

Council will begin deliberations on the 2020 capital budget at the January 21, 2020 meeting.

7. STAFF REPORTS

7.1 CAO 03-2020 Request for Pre-Budget Approval (Service Delivery Review Consultant)

Brent Kittmer spoke to CAO 03-2020 report and responded to questions from Council.

Resolution 2020-01-07-08
Moved By Councillor Hainer
Seconded By Councillor Winter

THAT CAO 03-2020 regarding the procurement process for a Service Delivery Review be received; and

THAT Council authorize the CAO to procure a consultant for the Service Delivery Review using the alternative procurement process outlined in report CAO 03-2020; and further

THAT Council delegates the authority to the CAO to award the consulting contract, on the condition that the total budget for the project not exceed $70,000, and further

THAT the Town fund 1/3 of the project costs from the Tax Stabilization Reserve.

CARRIED

8. UPCOMING MEETINGS

Andre Morin spoke to the next steps of the budget review and stated that the Fire Hall report will be delayed until the February 4, 2020 meeting at the earliest.

9. BY-LAWS

9.1 By-Law 01-2020 Authorize an Agreement with BM Ross and Associates

Resolution 2020-01-07-09
Moved By Councillor Winter
Seconded By Councillor Pridham

THAT By-Law 01-2020 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

9.2 By-Law 02-2020 Confirmation

Resolution 2020-01-07-10
Moved By Councillor Pridham
Seconded By Councillor Hainer

THAT By-Law 02-2020 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

10. ADJOURNMENT

Resolution 2020-01-07-11
Moved By Councillor Winter
Seconded By Councillor Pridham

THAT this special meeting of Council adjourn at 2:05 pm.

CARRIED

_____
Jim Craigmile, Deputy Mayor

_____
Brent Kittmer, CAO / Clerk

MINUTES
Regular Council

January 14, 2020
6:00pm
Town Hall, Council Chambers

Council Present:	Mayor Strathdee Councillor Craigmile Councillor Luna Councillor Hainer Councillor Pridham Councillor Winter
Council Regrets:	Councillor Edney
Staff Present:	Brent Kittmer, CAO / Clerk Grant Brouwer, Director of Building and Development André Morin, Director of Finance / Treasurer, Acting CAO Mark Stone, Planner Jenna McCartney, Deputy Clerk

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 6:00 pm.

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Mayor Strathdee acknowledged the recent tragedy in Tehran, Iran where Ukraine International Airlines flight PS752 crashed and stated that flags would be lowered in St. Marys on Wednesday, January 15, 2020. Mayor Strathdee asked Council to join in a moment of silence to honour the victims.

Mayor Strathdee wanted to thank staff, Council and Acting Mayor Luna for stepping forward during Mayor Strathdee's recent leave of absence from office.

Mayor Strathdee stated that Chris West has requested to reschedule the delegation listed in this agenda to Tuesday, January 28, 2020.

Resolution 2020-01-14-01
Moved By Councillor Luna
Seconded By Councillor Craigmile

THAT the January 14, 2020 regular Council meeting agenda be accepted as amended.

CARRIED

4. PUBLIC INPUT PERIOD

Frank Doyle of St. Marys Independent welcomed Mayor Strathdee back to Council.

Mr. Doyle asked for clarification which flags would be lowered in recognition of the Ukrainian Airlines tragedy.

Brent Kittmer stated all flags at the Cenotaph, Municipal Operations Centre and Pyramid Recreation Centre would be lowered.

Mr. Doyle inquired about the number of RIDE programs offered by the Stratford Police Service in December 2019.

Mayor Strathdee stated that the Community Policing Advisory Committee should be in receipt of the information at tomorrow's meeting.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Chris West re: Support on Plan to Release Canadians Imprisoned in China

To be considered at the January 28, 2020 regular Council meeting.

6. ACCEPTANCE OF MINUTES

6.1 Special Council - December 3, 2019

Resolution 2020-01-14-02
Moved By Councillor Hainer
Seconded By Councillor Luna

THAT the December 3, 2019 special Council meeting minutes be approved by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

6.2 Regular Council - December 10, 2019

Resolution 2020-01-14-03
Moved By Councillor Craigmile
Seconded By Councillor Hainer

THAT the December 10, 2019 regular Council meeting minutes be approved by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

7. CORRESPONDENCE

7.1 Ministry of Municipal Affairs and Housing re: Building Code Service Transformation

Resolution 2020-01-14-04
Moved By Councillor Hainer
Seconded By Councillor Winter

THAT the correspondence from the Ministry of Municipal Affairs and Housing regarding the Building Code Service Transformation be received.

CARRIED

7.2 John Nater, MP re: Bilateral Agreement between Canada and Ontario

Resolution 2020-01-14-05
Moved By Councillor Pridham
Seconded By Councillor Craigmile

THAT the correspondence from John Nater, MP regarding the bilateral agreement between Canada and Ontario be received.

CARRIED

7.3 Township of Perth East re: 2020 UTRCA Levy

Resolution 2020-01-14-06
Moved By Councillor Winter
Seconded By Councillor Pridham

THAT the correspondence from the Township of Perth East regarding the 2020 UTRCA Levy be received.

CARRIED

7.4 Bluewater Recycling Association re: Transition of the Blue Box Program to Full Producer Responsibility

Resolution 2020-01-14-07
Moved By Councillor Craigmile
Seconded By Councillor Pridham

THAT the correspondence from the Bluewater Recycling Association regarding the transition of the blue box program to full producer responsibility be received.

CARRIED

7.5 Ministry of the Environment, Conservation and Parks re: Conservation Authority Concerns

Resolution 2020-01-14-08
Moved By Councillor Craigmile
Seconded By Councillor Pridham

THAT the correspondence from the Minister of the Environment, Conservation and Parks regarding concerns of the Upper Thames River Conservation Authority be received.

CARRIED

7.6 Ministry of Environment, Conservation and Parks re: Concerns between UTRCA and St. Marys Golf and Country Club

Resolution 2020-01-14-09
Moved By Councillor Craigmile
Seconded By Councillor Hainer

THAT the correspondence from the Minister of the Environment, Conservation and Parks regarding concerns between the Upper Thames River Conservation Authority and St. Marys Golf and Country Club be received.

CARRIED

7.7 Huron Perth Public Health re: Request for Resolution to Support Position

Resolution 2020-01-14-10
Moved By Councillor Hainer
Seconded By Councillor Pridham

THAT the correspondence from Huron Perth Public Health regarding a request for resolution to support their paper on public health be received.

CARRIED

8. STAFF REPORTS

8.1 Building and Development Services

8.1.1 DEV 01-2020 Official Plan and Zoning By-law Amendment Applications by 1934733 Ontario Inc. 151 Water Street North

Grant Brouwer and Mark Stone spoke to DEV 01-2020 report and responded to questions from Council.

Resolution 2020-01-14-11
Moved By Councillor Winter
Seconded By Councillor Hainer

THAT DEV 01-2020 Official Plan and Zoning By-law Amendment Applications for 1934733 Ontario Inc. 151 Water Street North report be received; and,

THAT Council refuse the Official Plan and Zoning By-law Amendment Applications by 1934733 Ontario Inc., 151 Water Street North, Town of St. Marys (File Nos: OP01-2016 and Z06-2016) for the reasons set out in this report and the December 2, 2019 Information Report to the Town's Planning Advisory Committee.

CARRIED

8.1.2 DEV 02-2020 St. Marys Official Plan Review

Grant Brouwer and Mark Stone spoke to DEV 02-2020 report and responded to questions from Council.

Resolution 2020-01-14-12
Moved By Councillor Luna
Seconded By Councillor Hainer

THAT DEV 02-2020 regarding the St. Marys Official Plan review be received; and,

THAT Council authorize staff to circulate the updated discussion papers to Provincial staff for review and comments, and proceed with a non-statutory public open house to update the community and provide the opportunity for comments on the updated discussion papers and draft new Official Plan.

CARRIED

8.2 Finance

Council took a brief recess at 7:18 pm.

Mayor Strathdee called the meeting back to order at 7:25 pm.

8.2.1 FIN 01-2020 2020 Interim Tax By-Law

André Morin spoke to FIN 01-2020 report and responded to questions from Council.

Resolution 2020-01-14-13
Moved By Councillor Pridham
Seconded By Councillor Luna

THAT FIN 01-2020 2020 Interim Tax By-law report be received; and

THAT By-law 03-2020 to provide 2020 interim tax levies be approved.

CARRIED

8.2.2 FIN 02-2020 Temporary Borrowing By-Law

André Morin spoke to FIN 02-2020 report and responded to questions from Council.

Resolution 2020-01-14-14
Moved By Councillor Winter
Seconded By Councillor Craigmile

THAT FIN 02-2020 Temporary Borrowing By-law report be received; and

THAT By-law 04-2020 authorizing temporary borrowing be approved.

CARRIED

8.3 CAO and Clerks

8.3.1 CAO 04-2020 Smoking and Vaping By-law Update

Jenna McCartney spoke to CAO 04-2020 report and responded to questions from Council. Council is of the consensus that the

Smoking By-law will be implemented on all Town property and directs staff to amend the By-law to include this provision.

Resolution 2020-01-14-15
Moved By Councillor Luna
Seconded By Councillor Hainer

THAT CAO 04-2020 Smoking and Vaping By-law Update report be received; and

THAT Council direct staff to bring forward the final draft by-law at an upcoming meeting of Council for consideration of approval.

CARRIED

8.3.2 CAO 05-2020 Appoint UTRCA Board Representative

Brent Kittmer spoke to CAO 05-2020 report and responded to questions from Council.

Resolution 2020-01-14-16
Moved By Councillor Winter
Seconded By Councillor Luna

THAT CAO 05-2020 regarding the UTRCA Board representative appointment be received; and

THAT Tony Jackson be appointed the joint representative for Perth South, South Huron and St. Marys for the remainder of the 2018-2022 term of Council.

CARRIED

9. COUNCILLOR REPORTS

Each Councillor provided a report on their recent Committee and Board meetings attended.

9.1 Operational and Board Reports

9.1.1 Bluewater Recycling Association - Coun. Craigmile

9.1.2 Library Board - Coun. Craigmile, Edney, Mayor Strathdee

9.1.3 Municipal Shared Services Committee - Mayor Strathdee, Coun. Luna

9.1.4 Perth District Health Unit - Coun. Luna

9.1.5 Spruce Lodge Board - Coun. Luna, Pridham

9.1.6 Upper Thames River Conservation Authority

9.2 Advisory and Ad-Hoc Committee Reports

9.2.1 Accessibility Advisory Committee - Coun. Hainer

9.2.2 Business Improvement Area - Coun. Winter

9.2.3 CBHFM - Coun. Edney

9.2.4 Committee of Adjustment

9.2.5 Community Policing Advisory Committee - Coun. Winter, Mayor Strathdee

9.2.6 Green Committee - Coun. Craigmile

9.2.7 Heritage Advisory Committee - Coun. Pridham

9.2.8 Huron Perth Healthcare Local Advisory Committee - Coun. Luna

9.2.9 Museum Advisory Committee - Coun. Hainer

9.2.10 Planning Advisory Committee - Coun. Craigmile, Hainer

9.2.11 Recreation and Leisure Advisory Committee - Coun. Pridham

9.2.12 Senior Services Advisory Committee - Coun. Winter

9.2.13 St. Marys Lincolns Board - Coun. Craigmile

9.2.14 St. Marys Cement Community Liaison Committee - Coun. Craigmile, Winter

9.2.15 Youth Centre Advisory Committee - Coun. Edney

9.2.16 Youth Council - Coun. Edney

10. EMERGENT OR UNFINISHED BUSINESS

None.

11. NOTICES OF MOTION

None.

12. BY-LAWS

Resolution 2020-01-14-17
Moved By Councillor Luna
Seconded By Councillor Hainer

THAT By-Laws 03-2020 and 04-2020 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

12.1 By-Law 03-2020 Interim Tax Levy

12.2 By-Law 04-2020 Temporary Borrowing

13. UPCOMING MEETINGS

Mayor Strathdee reviewed the upcoming meetings as presented on the agenda.

Councillors Craigmile and Pridham provided regrets for January 28, 2020.

Council took a brief break at 8:09 am.

Mayor Strathdee called the meeting back to order at 8:14 pm.

14. CLOSED SESSION

Resolution 2020-01-14-18
Moved By Councillor Luna
Seconded By Councillor Craigmile

THAT Council move into a session that is closed to the public at 8:15 pm as authorized under the *Municipal Act,* Section 239(2)(f) advice that is subject to solicitor - client privilege, including communications necessary for that purpose.

CARRIED

14.1 Minutes CLOSED SESSION

14.2 CAO 06-2020 CONFIDENTIAL Request from Perth South to Terminate James Street South Servicing Agreement

15. RISE AND REPORT

Resolution 2020-01-14-19
Moved By Councillor Luna
Seconded By Councillor Pridham

THAT Council rise from a closed session at 8:20 pm.

CARRIED

Mayor Strathdee reported that a closed session was held where one matter was considered. Council will now consider two resolutions related to the matter.

Resolution 2020-01-14-20
Moved By Councillor Hainer
Seconded By Councillor Luna

THAT, subject to Section 23 of the June 30, 2010 Extension of Water and Waste Water Services Agreement, the Town of St. Marys agrees to terminate the servicing agreement as requested by the Township of Perth South on November 5, 2019; and

THAT By-law 33 of 2010 be repealed.

CARRIED

Resolution 2020-01-14-21
Moved By Councillor Craigmile
Seconded By Councillor Winter

THAT By-law 05-2020, being a by-law to repeal By-law 33 of 2010, be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

16. CONFIRMATORY BY-LAW

Resolution 2020-01-14-22
Moved By Councillor Craigmile
Seconded By Councillor Luna

THAT By-Law 06-2020, being a by-law to confirm the proceedings of January 14, 2020 regular Council meeting be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

17. ADJOURNMENT

Resolution 2020-01-14-23
Moved By Councillor Luna
Seconded By Councillor Winter

THAT this regular meeting of Council adjourn at 8:23 pm.

CARRIED

_____

Al Strathdee, Mayor

_____

Brent Kittmer, CAO / Clerk

MINUTES
Special Meeting of Council

January 21, 2020
9:00 am
Town Hall, Council Chambers

Council Present:	Mayor Strathdee Councillor Craigmile Councillor Edney Councillor Hainer Councillor Pridham Councillor Winter
Council Regrets:	Councillor Luna
Staff Present:	Jenna McCartney, Deputy Clerk Grant Brouwer, Director of Building and Development Stephanie Ische, Director of Community Services Jed Kelly, Director of Public Works Lisa Lawrence, Director of Human Resources Trisha McKibbin, Director of Corporate Services André Morin, Director of Finance / Treasurer

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 9:00 am.

2. DECLARATION OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2020-01-21-01
Moved By Councillor Craigmile
Seconded By Councillor Winter

THAT the January 21, 2020 special meeting of Council agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

None.

5. 2020 BUDGET DELIBERATIONS

5.1 2020 Capital Budget Review

André Morin presented an overview of today's proceedings.

Staff presented the 2020 Capital Budget summary to Council.

Council was of the consensus that the following capital items are a budget priority at this time:

- Capital Budget Item #2 Carbon Monoxide Detectors - MOC
- Capital Budget Item #3 Walkway Replacement - MOC
- Capital Budget Item #6 Court Walkway - Tennis Courts
- Capital Budget Item #7 Exterior Steel Window Replacement - Lind Sportsplex
- Capital Budget Item #9 Ceramic Tile Replacement - Lind Sportsplex
- Capital Budget Item #10 Elevator Assessment - Library
- Capital Budget Item #12 Building Assessment - Town Hall
- Capital Budget Item #13 Donor Sign - Cadzow Pavillion
- Capital Budget Item #14 Foundation Pointing - Museum Woodshop
- Capital Budget Item #15 Barn Window Repairs - Museum Barn
- Capital Budget Item #16 Exterior Walls Parging - Museum Woodshop
- Capital Budget Item #17 Barn Door Replacement - Museum
- Capital Budget Item #19 Fencing Completion - Dog Park

Mr. Brouwer explained the scope of Capital Budget Item #51 PRC Upgrades and how it relates to a recent grant application submitted by the Town. If the Town is unsuccessful, staff will report back to Council on next steps for the scope of the project as it relates to financial implications.

Council was of the consensus that the following capital items are a budget priority at this time:

- Capital Budget Item #51 PRC Upgrades
- Capital Budget Item #20 65 mm Hose - Fire Hall
- Capital Budget Item #21 Portable Pump - Fire Hall
- Capital Budget Item #22 Portable Generator - Fire Hall
- Capital Budget Item #25 Office 365 Migration
- Capital Budget Item #26 Microphone Battery Replacement - Council Chambers
- Capital Budget Item #54 Computer Replacement - Annula
- Capital Budget Item #28 Flats Sidewalk - Emily Street to Flats Parking Lot

Council directed staff to report back to Council on design options for the flats sidewalk project taking accessibility into consideration.

Council was of the consensus that the following capital items are a budget priority at this time:

- Capital Budget Item #29 Road Assessment Study
- Capital Budget Item #30 Elizabeth and Waterloo Street Reconstruction Design
- Capital Budget Item #31 Annual Resurfacing
- Capital Budget Item #34 Municipal Tree Inventory
- Capital Budget Item #35 Sparling Bush Rehabilitation
- Capital Budget Item #38 Water Valve Program
- Capital Budget Item #39 Water Tower Inspection & Maintenance Victoria Street
- Capital Budget Item #41 Water Pollution Control Plant Clarifier Rake Painting
- Capital Budget Item #42 Water Pollution Control Plant , Waste Activated SludgeSplitter Box Replacement
- Capital Budget Item #43 Sewage Pumping Station Condition Assessments

- Capital Budget Item #44 General Sanitary Sewer Funds
- Capital Budget Item #45 Landfill Approvals
- Capital Budget Item #46 Landfill Environmental Assessment
- Capital Budget Item #47 James Street North Watermain Upgrade
- Capital Budget Item #48 Annual Sidewalk & Concrete Program
- Capital Budget Item #49 Grand Trunk Trail Staircase

Council took a brief break at 10:10 am.

Mayor Strathdee called the meeting back to order at 10:19 am.

Council was of the consensus that the following capital budget items are a budget priority at this time:

- Capital Budget Item $50 Facility Energy Upgrades - Annual
- Capital Budget Item #52 Annual Circulating Collection

Council requested a report back from the Library Board with an enhanced explanation of this project including details about the Libby system and where it is included in the budget.

Council was of the consensus that the following capital budget item is a budget priority at this time:

- Capital Budget Item #53 Community Transportation

Council requested staff report back to regarding the concept of the community transportation project and whether rail service has been included in the concept.

Councillor Winter departed the meeting at 10:35 am.

5.2 Overview of 10 Year Capital Summary

Andre Morin provided an overview of the 10 year capital summary for the Town.

Councillor Winter returned to the meeting at 10:50 am.

Council requested an updated capital list be circulated.

5.3 Reserves and Reserve Funds

Mr. Morin reviewed the reserves and reserve funds over a projected 10 year budget.

5.4 Long Term Debt

Mr. Morin spoke to long term debit schedule and responded to questions from Council.

Councillor Winter departed the meeting at 11:26 am.

6. UPCOMING MEETINGS

Mr. Morin provided a recap on today's proceedings including the anticipated report backs.

Councillor Winter returned to the meeting at 11:40 am.

Council asked for a report back on the assessed values and corresponding property taxes.

Council directed staff to advertise the public budget meeting for Tuesday, February 25, 2020 at 6:00 pm.

7. BY-LAWS

Resolution 2020-01-21-02
Moved By Councillor Edney
Seconded By Councillor Craigmile

THAT By-Law 07-2020, being a by-law to confirm the proceedings of the January 21, 2020 special Council meeting, be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

CARRIED

8. ADJOURNMENT

Resolution 2020-01-21-03
Moved By Councillor Hainer
Seconded By Councillor Craigmile

THAT this special meeting of Council adjourn at 12:00 pm.

CARRIED

_____

Al Strathdee, Mayor

_____

Brent Kittmer, CAO / Clerk

APPENDIX 1
Assessment Change Summary by Property Class
Town of St. Marys

The following chart provides a comparison of the total assessment for the 2016 base year, and a comparison of the assessment change for 2019 and 2020 property tax year by property class.

Property Class/Realty Tax Class	2016 Full CVA	2019 Phased-In CVA	2020 Phased-In CVA	Percent Change 2019 to 2020
R Residential	746,776,100	730,337,723	746,776,100	2.25%
M Multi-Residential	13,400,300	13,261,550	13,400,300	1.05%
C Commercial	63,436,900	61,904,146	63,436,900	2.48%
S Shopping Centre	981,900	894,005	981,900	9.83%
X Commercial (New Construction)	4,007,000	3,991,500	4,007,000	0.39%
I Industrial	19,442,000	18,695,236	19,442,000	3.99%
L Large Industrial	34,420,300	34,418,175	34,420,300	0.01%
J Industrial (New Construction)	2,044,000	2,044,000	2,044,000	0.00%
P Pipeline	2,527,000	2,474,698	2,527,000	2.11%
F Farm	9,929,200	8,942,324	9,929,200	11.04%
B Shortline Railway Right-of-Way	0	0	0	0.00%
(PIL) C Commercial	2,069,900	2,067,500	2,069,900	0.12%
(PIL) H Landfill	75,200	75,200	75,200	0.00%
E Exempt	35,050,600	34,669,602	35,050,600	1.10%
TOTAL	934,160,400	913,775,659	934,160,400	2.23%

APPENDIX 2
Assessment Base Distribution Summary by Property Class
Town of St. Marys

This chart provides a comparison of the distribution of the total assessment for the 2016 base year, and the 2019 and 2020 phased-in assessment, which includes the percentage of the total assessment base by property class.

Property Class/Realty Tax Class	2016 Full CVA	Percentage of Total 2016 CVA	2019 Phased-In CVA	Percentage of Total 2019 Phased-In CVA	2020 Phased-In CVA	Percentage of Total 2020 Phased-In CVA
R Residential	746,776,100	79.94%	730,337,723	79.93%	746,776,100	79.94%
M Multi-Residential	13,400,300	1.43%	13,261,550	1.45%	13,400,300	1.43%
C Commercial	63,436,900	6.79%	61,904,146	6.77%	63,436,900	6.79%
S Shopping Centre	981,900	0.11%	894,005	0.10%	981,900	0.11%
X Commercial (New Construction)	4,007,000	0.43%	3,991,500	0.44%	4,007,000	0.43%
I Industrial	19,442,000	2.08%	18,695,236	2.05%	19,442,000	2.08%
L Large Industrial	34,420,300	3.68%	34,418,175	3.77%	34,420,300	3.68%
J Industrial (New Construction)	2,044,000	0.22%	2,044,000	0.22%	2,044,000	0.22%
P Pipeline	2,527,000	0.27%	2,474,698	0.27%	2,527,000	0.27%
F Farm	9,929,200	1.06%	8,942,324	0.98%	9,929,200	1.06%
B Shortline Railway Right-of-Way	0	0.00%	0	0.00%	0	0.00%
(PIL) C Commercial	2,069,900	0.22%	2,067,500	0.23%	2,069,900	0.22%
(PIL) H Landfill	75,200	0.01%	75,200	0.01%	75,200	0.01%
E Exempt	35,050,600	3.75%	34,669,602	3.79%	35,050,600	3.75%
TOTAL	934,160,400	100.00%	913,775,659	100.00%	934,160,400	100.00%

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Building and Development**
Date of Meeting:	**28 January 2020**
Subject:	**DEV 03-2020 January Monthly Report (Building and Development)**

RECOMMENDATION

THAT DEV 03-2020 January Monthly Report (Building and Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Building

- There were 2 permits issued in December 2019 compared to 4 the previous year.
- There were 4 new dwelling units created this month compared to one the previous year. We had the first accessory apartment dwelling issued this month.
- The total construction values were $750,000 compared to $393,000 the previous year.
- The total permit fees were $5,142 compared to $2,286 the previous year.
- A total of 22 appointments were provided by the Building Department for this time period
- There was one heritage permit issued for this period.
- Total number of building permits for 2019 was 136 permits.
- There was $16,751,000 worth of construction completed in 2019.
- We had 53 new dwelling units created in 2019 with our first accessory apartment.

Planning

- Consent application for 478 Water Street South approved
- Consent and minor variance applications for 43 and 53 Thomas Street approved
- Planning Advisory Committee met on December 2 to consider applications for 151 Water Street North

Facilities-Operational

- Town Facilities – janitorial supplies RFQ released and closed, awarded to Stonetown Supply for 1 year contract with option for 2 more years
- Town Hall – Auditorium Kitchen door to be turned into barn door style. Project completed
- Asset Management Plan – working on this document

Facilities-Capital

- 20 Year Capital Plan – working on document
- Via Washroom Renovation – new toilet and counter installed, renovation complete
- Fire Hall Design Project – tender released, tender closing on January 22
- Cadzow walkways – waiting on contractor for installation date

- Pointing RFP – awarded to Roof Tile Management for 1 year contract with option for 2 more years
- Cemetery Washroom Project – drawings of layout are being designed
- Museum walkway – waiting on contractor for installation date
- Library Wall – drawings have been acquired, RFQ being written

Facilities-Pyramid Recreation Centre

- Aquatics Centre showers - 1 of two hot water tanks being replaced due to sudden failure
- Minor ice sports playoffs beginning, will last through the next two months
- Meeting with regular ice users about updated Ice Allocation Procedure related to April ice schedule
- The facility has experienced several ongoing periods of brown-outs, causing various equipment to malfunction – analysis of power supply currently under way and a report will be provided to senior management.
- Continuing to implement PRC Core Service initiatives
- Operations staff schedule has been adjusted to account for changed building hours

SPENDING AND VARIANCE ANALYSIS

Spending is as per budget

REVIEWED BY

Recommended by the Department	Recommended by the CAO
_____	_____
Grant Brouwer	Brent Kittmer
Director of Building and Development	CAO / Clerk

Permit value (PV), Permit (PN), Dwelling unit (DU)		January		February		March		April		May		June		July		August		September		October		November		December		YTD Total		Annual permit fees
2019	PV	$110,000		$442,100		$1,259,500		2,313,500.00		$2,374,500		$2,178,800		$954,000		$1,364,600		$1,151,050		$2,367,950		$1,485,000		$750,000		$16,751,000		$116,952
	PN (DU)	7	0	7	1	9	2	14	6	13	11	17	8	11	2	12	3	15	3	15	9	12	4	4	4	136	53	
2018	PV	$700,000		$233,500		$1,332,500		4,721,000.00		$4,461,001		$1,887,100		$1,984,300		$644,100		$2,737,450		$2,220,500		$1,561,200		$393,000		$22,875,651		$151,296
	PN (DU)	7	2	4	0	15	6	15	7	23	5	23	4	22	5	13	1	21	5	14	14	11	3	4	1	172	53	
2017	PV	$2,370,100		$128,350		$95,380		$1,204,050		$1,898,500		$2,925,138		$4,725,400		$1,900,600		$1,365,800		$775,000		$1,377,401		$60,000		$18,825,719		$150,015
	PN (DU)	11	4	7	0	4	0	18	4	29	6	22	5	21	3	21	7	16	3	8	2	7	2	4	0	168	36	
2016	PV	$161,000		$336,000		$867,600		$760,201		$1,809,000		$1,511,000		$1,227,000		$644,501		$764,400		$1,433,300		$2,215,000		$2,515,000		$14,244,002		$114,897
	PN (DU)	4	0	3	1	8	2	13	1	12	7	11	1	13	6	15	1	15	2	15	3	7	3	4	11	120	38	
2015	PV	$10,500		$105,502		$1,741,100		$784,660		$1,581,261		$1,263,000		$1,518,000		$807,168		$997,301		$592,900		$597,000		$597,100		$10,595,492		$128,416
	PN (DU)	2	0	8	1	8	7	11	3	21	5	18	3	8	7	10	4	10	3	13	2	6	2	5	3	120	40	
2014	PV	$475,000		$44,500		$895,000		$1,792,000		$1,544,500		$2,053,650		$1,049,500		$1,004,900		$1,226,750		$1,199,001		$534,200		$1,449,000		$13,268,001		$140,304
	PN (DU)	5	2	6	0	4	2	9	2	13	2	13	2	12	8	14	4	13	5	11	5	5	2	10	9	115	43	
2013	PV	$18,000		$48,500		$936,500		$1,072,500		$749,220		$2,223,500		$964,200		$663,500		$804,200		$1,158,000		$426,500		$1,697,500		$10,762,120		$108,411
	PN (DU)	2	0	2	1	5	4	10	2	11	3	13	8	10	4	9	2	8	2	11	5	4	1	8	8	93	40	
2012	PV	$518,300		$25,000		$610,000		$522,802		$784,150		$3,288,988		$1,523,500		$2,586,000		$659,500		$736,000		$700,300		$477,900		$12,432,440		$152,225
	PN (DU)	8	2	1	0	5	2	13	1	9	3	15	6	11	6	19	0	7	1	6	3	9	3	4	2	107	29	
2011	PV	$127,400		$0		$1,020,300		$1,800,000		$1,171,150		$2,662,200		$2,517,490		$446,500		$62,500		$1,359,000		$805,600		$25,801		$11,997,941		$178,641
	PN (DU)	5	1	0	0	9	4	14	8	13	4	19	2	18	6	6	1	3	0	11	5	9	3	4	0	111	34	
2010	PV	$65,000		$75,000		$1,582,000		$603,800		$323,700		$302,300		$1,570,000		$4,069,000		$1,014,300		$2,226,260		$1,085,200		$553,500		$13,470,060		$154,284
	PN (DU)	3	0	5	0	7	6	11	3	7	2	16	1	12	4	12	32	10	1	14	7	11	4	3	1	111	61	
2009	PV	$232,500		$113,450		$25,100		$339,500		$6,197,200		$792,900		$611,900		$7,790,250		$705,160		$932,539		$409,000		$399,600		$18,549,099		$139,164
	PN (DU)	7	1	6	0	3	1	7	8	12	3	17	1	21	2	14	4	16	2	14	5	7	2	9	1	124	30	
Monthly	PV	$435,255		$141,082		$942,271		$1,446,728		$2,081,289		$1,917,143		$1,695,026		$1,992,829		$1,044,401		$1,363,677		$1,017,855		$810,764		$14,888,320		$139,510
average	PN (DU)	5.5	1.1	4.5	0.4	7.0	3.3	12.3	4.1	14.8	4.6	16.7	3.7	14.5	4.8	13.2	5.4	12.2	2.5	12.0	5.5	8.0	2.6	5.4	3.6	125.2	41.5	

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Grant Brouwer, Director of Building and Development
Date of Meeting:	28 January 2020
Subject:	**DEV 05-2020, Egan Ave Road Reconstruction Cost-Sharing Agreement**

PURPOSE

To provide Council information regarding the proposed Egan Avenue road reconstruction cost sharing agreement.

RECOMMENDATION

THAT DEV 05-2020 Egan Ave Road Reconstruction Cost-Sharing Agreement report be received; and

THAT Council authorize the Mayor and Clerk to enter into a cost sharing agreement between 2503778 Ontario Inc. and the Town of St Marys for the reconstruction of Egan Ave; and

THAT Council approve By-law 10-2020.

BACKGROUND

The Town was approached by 2503778 Ontario Inc. on the redevelopment of 187 Wellington St N. As part of the redevelopment of 187 Wellington St N, 2503778 Ontario Inc. is required to upgrade the portion of Egan Ave that abuts their property (roughly 230m) as well as the portion that abuts Wellington St N (roughly 57m). Egan Ave has been identified in the Towns 2014 Roads Assessment as in need of reconstruction. To help achieve synergies with the redevelopment of 187 Wellington St N and the Egan Ave reconstruction project, staff propose that the Town enter into a cost sharing agreement to complete this work. This project was included in the 2020 Capital plan and was given pre-budget approval on December 03, 2019 and can be found on page 32 of section 6.1 listed in the 2020 Draft Budget.

BUDGET	
COSTS	
Engineering	$89,000
Construction	$1,398,000
TOTAL	$1,487,000
FUNDING	
Reserve - Water	$19,000
Reserve - Roads	$451,000
Reserve Fd. - Dev Charges	$315,000
Developer	$702,000
TOTAL	$1,487,000

COMMENTS
Project is partially funded by developer, development charges and Town reserves based on applicable
split of lot frontage. Work adjacent to school would occur during summer months. Work would not
share of work.

REPORT

To help the Town achieve better pricing and be in a better position to obtain a contractor to reconstruct Egan Ave during the summer months while the Holy Name of Mary School is on summer break, staff would like to enter into a cost sharing agreement with 2503778 Ontario Inc. ahead of a planning application. Generally this type of agreement ahead of a planning application is not typical, but staff are concerned that if we follow our routine process it will delay the project, and we will be in a position that the reconstruction of Egan Ave will take place at a time that is undesirable to the Town, its residents and the Holy Name of Mary School population. To help give comfort to Council, staff has met with the developer though the pre-consultation process and 2503778 Ontario Inc. is proposing a housing form that Council is looking for and would meet goals in its Strategic Plan. In speaking with the developer, this cost sharing agreement ahead of a planning application would reduce his timeline to get building permits and he would expect to start construction in 2020 rather than 2021, bringing the development on-line roughly 6-8 months sooner.

One other aspect that differs with this agreement from a typical sub-dividers agreement is the payment schedule and the securities taken prior to construction. We have heard from the development community that securities are onerous and should be used only when necessary. Since 187 Wellington St N is an infill property, we will be treating it the same as an infill with respect to securities and not take any in advance of the road reconstruction. We will however adjust the payment schedule to ensure the Town is protected in case the developer is in default. The Town will take $300,000.00 prior to the release of the tender, and the remaining of the developer's payment (based on actual tender values) prior to start of construction with a reconciliation payment when the work is complete. The payment terms can be found in paragraph 6 of the attached agreement. The Town will also have the ability to collect any defaults through property taxes.

FINANCIAL IMPLICATIONS

This project is funded by developer, development charges and Town reserves based on applicable split of lot frontage. The total cost of this project is estimated at $1,679,211.43 (HST incl) with Town / Developer split of 53% and 47% respectively. The Developer is responsible for paying $792,624.87 while the Town will be paying the residual $886,586.56 as per terms set out in the attached agreement. The final cost split will be determined based on the unit rates received during the tendering process.

SUMMARY

Council give authorization for the Mayor and Clerk to enter into an agreement with 2503778 Ontario Inc. for the Egan Ave Road Reconstruction Cost-Sharing Agreement to help expedite development in advance of a planning application submitted.

STRATEGIC PLAN

☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.

- Pillar #6 Housing:
  - Outcome: Seek public-private partnership models
  - Tactic(s): New approach to housing may require a different form of initial financial investment to get established.
  -

OTHERS CONSULTED

Jeff Wolfe- Asset Management/Engineering Specialist, Public Works
Jed Kelly- Director of Public Works
Brent Kittmer- CAO/Clerk
André Morin- Director of Finance/Treasurer
Town Solicitor
Gerry Lang-2503778 Ontario Inc.

ATTACHMENTS

1- 187 Wellington St N Egan Ave Reconstruction Agreement,

2- Schedule A- Egan Ave Road Reconstruction Cost-Sharing Agreement, and

3-Schedule B- Egan Ave Road Reconstruction Cost-Sharing Agreement,

REVIEWED BY

Recommended by the Department	**Recommended by the CAO**
Grant Brouwer Director of Building and Development	Brent Kittmer CAO / Clerk

TOWN OF ST. MARYS

COST SHARING AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2020

BETWEEN:

2503778 ONTARIO INCORPORATED

(hereinafter called the "Developer")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF ST. MARYS

(hereinafter called the "Town")

of the SECOND PART

WHEREAS Egan Avenue is a public highway under the jurisdiction of The Corporation of the Town of St. Marys, legally described as LOT 17 WEST SIDE PEEL ST (LT 17 CONCESSION 17) PLAN 225 ST MARYS SAVE AND EXCEPT R158213; PT LOT 17 EAST SIDE WELLINGTON ST (LT 17 CONCESSION 17) PLAN 225 ST MARYS AS IN R90514; PT LOT 17 WEST SIDE CHURCH ST PLAN 225 ST MARYS AS IN R90098; PT LOT 17 EAST SIDE CHURCH ST PLAN 225 ST MARYS AS IN R93251; PT LOT 16 CONCESSION 17 BLANSHARD AS IN R96281 SAVE AND EXCEPT WELLINGTON ST, PL220; BEING EGAN AVENUE ; ST MARYS, being all of PIN 53236-0008 (LT) (Egan Avenue);

AND WHEREAS the Developer is the owner of certain lands legally described as PT LOT 16 CONCESSION 17 BLANSHARD AS IN R266167 ST MARYS being all of PIN 53236-0010 (LT) (the Lands), which the Developer is holding for future development;

AND WHEREAS the Town requires the reconstruction of Egan Avenue to meet the standard for municipal highways, which reconstruction is expected to involve work including the demolition of the existing roadway, excavation, installation of sewer, water and other services, filling and re-grading, and installation of a new road, road surface and appurtenances;

AND WHEREAS the reconstruction of Egan Avenue will benefit the Lands when they are developed;

AND WHEREAS the Town and the Developer estimate that the costs of the reconstruction of Egan Avenue shall be as set out in Schedule "A" to this Agreement;

AND WHEREAS the Developer and the Town wish to enter into an agreement whereby the Town will pay for the reconstruction of Egan Avenue and shall be entitled to be reimbursed for such costs subject to the terms and conditions of this agreement;

NOW THEREFORE IN CONSIDERATION of the matters agreed to herein and in consideration of two dollars ($2.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Town agree as follows:

1. Definitions

In this Agreement:

a. "Actual Total Costs" means the actual total costs of constructing, installing or providing the Services as certified by the engineer for the Town, including the Municipal Costs, as amended from time to time in accordance with this Agreement;

b. "Agreement" means this Agreement and all Schedules thereto and any documents incorporated herein by reference;

c. "Default" means, in the case of the Developer, failure to pay any amount owed to the Town pursuant to this Agreement and properly invoiced by the Town by the due date indicated on the invoice, at any time after this Agreement is executed, and Defaults and Defaulted shall have similar meanings.

d. "Development" means the construction, erection or placing of one or more buildings or structures on the Lands or the laying out and establishment of a parking lot or of sites for the location of trailers, mobile homes or land lease community homes on the Lands.

e. "Tender Price of Works to be Constructed" means the tender price of performing all Work contemplated as part of the reconstruction of Egan Avenue according to the bid of the successful bidder in the Town's tender of the Work;

f. "Municipal Costs" means all reasonable costs incurred by the Town in preparing and enforcing this Agreement including, without limitation, the costs of studies, consultants and legal counsel relating thereto and all engineering and legal fees required in the preparation and registration of this Agreement;

g. "Parties" means the Developer and the Town, and "Party" means one of the parties;

h. “Services” means the demolition of the existing roadway, excavation, installation of sewer, water and other services, filling and re-grading, installation of a new road, road surface and appurtenances, and the construction and installation of all other services shown in the plans prepared by BM Ross for Project No. 18233, dated November, 04, 2019. attached hereto as Schedule “B”;

i. “Work” means all work done pursuant to this Agreement.

2. Legal Authority

The Developer represents that it has all requisite power and authority to enter into this Agreement and that this Agreement does not conflict with any other Agreement to which the Developer is a party or by which they are bound.

3. Services Installed, Constructed and Provided

The parties agree that the Town will install, construct or otherwise provide the Services. The Developer acknowledges that the Services are for the purpose of providing a serviced public highway.

4. Construction Access to Lands

The Developer acknowledges that the Town requires temporary access to and entry onto the Lands for itself, its contractors, employees, agents, subcontractors and consultants, along with their vehicles, equipment and materials, to complete the Work. The Developer hereby grants permission to the Town and to any and all parties authorized by the Town to enter the Lands for any and all purposes having to do with the Work. If required by the Town, the Developer shall execute any such further agreement required by the Town for this purpose.

5. Cost Sharing

The Parties shall share the cost of the Work as follows:

Fifty Three percent (53%) of the Actual Total Cost shall be paid by the Town, and,
Forty Seven percent (47%) of the Actual Total Cost shall be paid by the Developer.

6. Developer’s Payment Terms

The Developer shall pay to the Town its proportionate share of the Actual Total Costs in installments, in accordance with the following:

(a) The Developer shall pay the Town a Deposit in the amount of three hundred thousand dollars ($300,000.00) The Town shall invoice the Developer for the Deposit prior to the Work being tendered.

(b) The Developer shall pay the Town the Developer's Cost Payment, which shall be in the amount of the Developer's proportionate share, or forty-seven percent (47%), of the Tender Price of Works to be Constructed, less the Deposit, or, for greater clarity:

Developer's Cost Payment = (Tender Price of Works to be Constructed x 47%) – Deposit

The Town shall invoice the Developer for the Developer's Cost Payment prior to the Work beginning.

(c) The Developer's Cost Payment shall include the Developer's proportionate share of the HST charged to the Town.

(d) A Reconciliation Payment shall be made, if required, at the end of the construction warranty period for the Work. In the event that the Developer's proportionate share of the Actual Total Costs is greater than the total amount paid by the Developer pursuant to this Agreement prior to that date, the Town shall invoice the Developer in the amount of the difference. In the event that the Developer's proportionate share of the Actual Total Costs is less than the total amount paid by the Developer pursuant to this Agreement to that date, the Town shall provide a refund in the amount of the difference.

(e) All payments by the Developer to the Town shall be made in cash in Canadian dollars.

(f) The Town shall provide invoices to the Developer, including a breakdown of the amount of the Actual Total Costs of Construction for which the Town is responsible to pay and the amount owed by the Developer, which invoices shall be paid by the Developer within thirty (30) days of receipt.

The Town shall not be obligated to begin the Work until the Developer has paid the Developer's Cost Payment in full.

7. Town's Remedy if Default

The Developer acknowledges that the Town will tender the Work and may incur obligations to the successful bidder in detrimental reliance on the Developer entering into this Agreement and agreeing to pay its proportionate share of the cost of the Work. In the event that the Developer Defaults in paying the Developer's Cost Payment, the Developer shall be solely responsible for any loss, claim, or cost to the Town resulting from the Default, whether such loss, claim or cost is as a result of a breach of the tender or for any other reason. The Town may draw upon the Deposit to satisfy such a claim; however, the Developer's liability shall not be limited to the amount of the Deposit. The Developer authorizes the Town to settle any such claim on its behalf.

The Developer and the Town agree that in the event of a Default by the Developer, the Town shall have the right to collect the total amount owing, with interest as calculated below by adding both the balance owing and the interest to the property taxes to the Lands and collecting them in a like manner to municipal taxes.

The rate of interest shall be 1.25 percent (%) per month. In the event of a Default by the Developer, the Developer shall accrue interest at the stated rate on the entire amount of the Total Actual Cost, not the amount of the outstanding payment.

For clarity, nothing in this Agreement shall be construed as restricting the Town's options in the event of a breach of the Agreement. The Town may take any other steps available in law to remedy a Default, including but not limited to commencing an action in the Superior Court of Justice.

8. No Effect on *Planning Act* Deliberations or Decisions

The Developer and the Town acknowledge that the Town is obliged to duly consider applications under the *Planning Act* regarding the development of the Lands on the merits of such applications, to hear and consider any objections, comments or concerns with respect thereto, and to make appropriate determinations in the Town Council's unfettered discretion on such applications in accordance with the provisions and procedures of the *Planning Act* and the Town's Official Plan without regard to this Agreement. The Developer further acknowledges and agrees that this Agreement does not constitute or imply approval of the development or use of the Lands, and that the Town is under no obligation by virtue of this Agreement, or otherwise, to grant any approvals whatsoever for any contemplated development or use of the Lands.

9. No Reimbursement

The Developer acknowledges that the Developer is entering into the Agreement entirely at the Developer's own risk and expense. The Town shall not reimburse the Developer for any portion of its contribution pursuant to this Agreement or be liable in contract, negligence, tort, or through any other cause of action for any future costs to the Developer associated with development of the Lands that arise for any reason whatsoever, including but not limited to changes to the Services necessitated by any proposed development of the Lands. The Developer acknowledges that the Services do not include any services other than those specified in this Agreement and its schedules. Any additional services required for the development of the Lands, including but not limited to electrical, telecommunication, natural gas, tree planting, Canada post, or street lighting, are not included in this Agreement and must be installed at the Developer's sole expense if and when required to benefit the Lands.

10. No Front-ending

The Parties acknowledge and agree that this Agreement is not a front-ending agreement and that the payments made by the Developer to the Town pursuant to this Agreement are not made for the benefit of any property other than the Lands.

11. No Credit for Development Charges

The Developer acknowledges and agrees that no payment made pursuant to this Agreement shall constitute a payment of a development charge, and that the Developer is not entitled to credit for any development charge payment that may otherwise be applicable to the Lands pursuant to the Development Charges Act, 1997, and the Town's Development Charges By-law by virtue of any payment made pursuant to this Agreement.

12. Estoppel

The Developer and the Town shall be and are hereby estopped from asserting in any proceeding at any time and in any forum that the Town does not or did not have lawful authority to enter into this Agreement, or that any of the terms of this Agreement are not within the jurisdiction or capacity of the Town to enter into. The Developer acknowledges that they have voluntarily entered into this Agreement.

13. Time of Essence

Time shall be of the essence in this Agreement.

14. Amendments Only in Writing

No modifications, variation, amendment or termination by mutual consent of this Agreement, and no waiver of the performance of any of the responsibilities of the Parties shall be effective unless such action is taken in writing by instrument or document executed by the Parties, excepting that the foregoing shall not apply where an express provision of this Agreement permits such modifications, variation, amendment or termination pursuant to any other means, and in such instance the said provisions shall apply. This Agreement supersedes any and all prior agreements and understandings between the Parties in respect to the subject matter of this Agreement.

For clarity, the foregoing does not limit or restrict the Town's authority to make minor changes to the construction contract between the Town and its contractor for the completion of the Work. The Town shall have authority to make such minor changes and amendments as may be required for the efficient completion of the Work without the Developer's consent.

15. Notices

Any notice required to be given herein shall be in writing and may be delivered personally or by registered mail and, if to the Town, shall be addressed to the Office of the Town Clerk at 175 Queen Street East, P.O. Box 998, St. Marys, Ontario, N4X 1B6 or at such other address at which the Town offices are located in future and, if to the Developer or its agent, at the addresses as the Developer may advise the Town and if no address is provided by the Developer to the Developer at his principal place of business and shall be effective as of the date of personal delivery or forty-eight (48) hours after it is deposited in the Post Office.

16. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, subject only to any limitations explicit in this Agreement. Execution of this Agreement shall be deemed to be authorization to the Town's solicitor to register notice of the Agreement against title to the Lands, without further written authorization.

17. Severability

Each of the covenants, provisions, articles, sections, subsections and other subdivisions of this Agreement is severable from every other covenant, provision, article, section, clause and subdivision, and the invalidity or unenforceability of any one or more covenant, provision, article, section, clause or subdivision shall not affect the validity or enforceability of the remaining covenants, provisions, articles, sections, clauses and subdivision.

18. Schedules

Schedules "A" and "B" referred to herein are hereby incorporated into and form part of this Agreement.

19. Coming Into Effect

This Agreement shall come into effect immediately as soon as executed by both Parties.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

21. Further Assurances

The Parties shall from time to time and at all times do such further acts and things, and execute all such further documents and instruments, as may be reasonably required to carry out and implement the true intent and meaning of this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

SIGNED, SEALED AND DELIVERED

2503778 ONTARIO INCORPORATED

_____
Gerry Lang
President
Date of Signature: _____

_____
Chris Lang
Vice President
Date of Signature: _____

I/We have authority to bind the Corporation

THE CORPORATION of THE TOWN OF
ST. MARYS

_____
Al Strathdee, Mayor
Date of Signature: _____

_____
Brent Kittmer, C.A.O./Clerk
Date of Signature: _____

We have authority to bind the Corporation.

Schedule A

Egan Ave.
Probable Cost

Project No. 18233

Total Road Frontage:	1046
Lang Frontage	284
Lang Frontage %	27%
Town Frontage %	73%

Item	Spec. #	Description	Qty./Unit	Price	Amount	Town %	Town Qty	Town Total	Developer %	Developer Qty	Developer Total	Qty Check	Total Check
ROADWORK													
RD1	201, SP	Clearing (trees all sizes)	8 Ea.	$ 915.00	$ 7,320.00		7	$ 6,405.00		1	$ 915.00	8	$ 7,320.00
RD2	201, SP	Grubbing (stumps all sizes)	11 Ea.	$ 355.00	$ 3,905.00		7	$ 2,485.00		4	$ 1,420.00	11	$ 3,905.00
RD3	206, SP	Earth excavation											
		a) Non contaminated soil	3200 m^3	$ 15.70	$ 50,240.00	73%	2331.2	$ 36,599.31	27%	868.8	$ 13,640.69	3200	$ 50,240.00
		b) Contaminated soil (Provisional)	100 m^3	$ 100.00	$ 10,000.00	73%	72.8	$ 7,284.89	27%	27.2	$ 2,715.11	100	$ 10,000.00
		c) Test holes to test soil chemistry	10 Ea	$ 250.00	$ 2,500.00	73%	7.3	$ 1,821.22	27%	2.7	$ 678.78	10	$ 2,500.00
RD4	501, 506	Dust suppressants and compaction											
		a) Water	475 m^3	$ 11.90	$ 5,652.50	73%	346.0	$ 4,117.79	27%	129.0	$ 1,534.71	475	$ 5,652.50
		b) Calcium chloride solid	5 t	$ 1,260.00	$ 6,300.00	73%	3.6	$ 4,589.48	27%	1.4	$ 1,710.52	5	$ 6,300.00
RD5	314, 351 SP	Granular "A" (Supplied by the Town)	2500.0 t	$ 16.00	$ 40,000.00	73%	1821.2	$ 29,139.58	27%	678.8	$ 10,860.42	2500	$ 40,000.00
RD6	314, SP	Granular "B" Type I	6500.0 t	$ 12.10	$ 78,650.00	73%	4735.2	$ 57,295.70	27%	1764.8	$ 21,354.30	6500	$ 78,650.00
RD7	310, 312 SP	Hot Mix Asphalt											
		a) Hot Mix HL-3	525 t	$ 115.00	$ 60,375.00	73%	382.5	$ 43,982.55	27%	142.5	$ 16,392.45	525	$ 60,375.00
		b) Hot Mix HL-4	525 t	$ 115.00	$ 60,375.00	73%	382.5	$ 43,982.55	27%	142.5	$ 16,392.45	525	$ 60,375.00
		c) Hot Mix Miscellaneous	185 m^2	$ 30.00	$ 5,550.00	73%	134.8	$ 4,043.12	27%	50.2	$ 1,506.88	185	$ 5,550.00
		e) Tack coat	4575.0 m^2	$ 1.00	$ 4,575.00	73%	3332.8	$ 3,332.84	27%	1242.2	$ 1,242.16	4575	$ 4,575.00
RD8	408, SP	Adjust existing maintenance holes and catch basins	5 Ea.	$ 535.00	$ 2,675.00	73%	3.6	$ 1,948.71	27%	1.4	$ 726.29	5	$ 2,675.00
RD9	510, SP	Removal of existing maintenance holes and catch basins											
		a) Maintenance holes	1 Ea.	$ 555.00	$ 555.00	73%	0.7	$ 404.31	27%	0.3	$ 150.69	1	$ 555.00
		b) Catch basins	6 Ea.	$ 310.00	$ 1,860.00	73%	4.4	$ 1,354.99	27%	1.6	$ 505.01	6	$ 1,860.00
RD10	510, SP	Removal of concrete curb and gutter	40 m	$ 15.60	$ 624.00	100%	40.0	$ 624.00	0%	0.0	$ -	40	$ 624.00
RD11	353, SP	Concrete curb and gutter systems (all types)	1175.0 m	$ 44.80	$ 52,640.00	73%	856.0	$ 38,347.69	27%	319.0	$ 14,292.31	1175	$ 52,640.00
RD12	510, SP	Removal of concrete sidewalk and drives	475.0 m^2	$ 9.90	$ 4,702.50	100%	475.0	$ 4,702.50	0%	0.0	$ -	475	$ 4,702.50
RD13	351, SP	Place concrete sidewalk and drives											
		a) Sidewalks (125 mm)	1050 m^2	$ 58.25	$ 61,162.50	73%	764.9	$ 44,556.24	27%	285.1	$ 16,606.26	1050	$ 61,162.50
		b) Sidewalks (150 mm)	50.0 m^2	$ 64.00	$ 3,200.00	73%	36.4	$ 2,331.17	27%	13.6	$ 868.83	50	$ 3,200.00
RD14	351, SP	Supply and install detectable warning surfaces for pedestrian crossing											
		a) 0.6 x 0.6	26 Ea.	$ 220.00	$ 5,720.00	73%	18.9	$ 4,166.96	27%	7.1	$ 1,553.04	26	$ 5,720.00
RD15	802, SP	Topsoil (imported)	4400 m^2	$ 8.10	$ 35,640.00	100%	4400.0	$ 35,640.00	0%	0.0	$ -	4400	$ 35,640.00

Schedule A

Item	Spec. #	Description	Qty./Unit	Price	Amount	Town %	Town Qty	Town Total	Developer %	Developer Qty	Developer Total	Qty Check	Total Check
RD16	803, SP	Sodding (nursery, unstaked)	4400 m^2	$ 6.90	$ 30,360.00	100%	4400.0	$ 30,360.00	0%	0.0	$ -	4400	$ 30,360.00
		Sub-Total Roadwork --			**$ 534,581.50**			**$ 409,515.60**			**$ 125,065.90**		**$ 534,581.50**
STORM SEWERS													
ST1	401, 409, 410, 492, 517, 518, SP	Supply, excavate for and place storm pipe sewers including bedding, native backfill and restoration											
	a)	300 mm HDPE	170 m	$ 215.00	$ 36,550.00	73%	123.8	$ 26,626.29	27%	46.2	$ 9,923.71	170	$ 36,550.00
	b)	375 mm HDPE	59 m	$ 240.00	$ 14,160.00	73%	43.0	$ 10,315.41	27%	16.0	$ 3,844.59	59	$ 14,160.00
	c)	450 mm HDPE	255 m	$ 290.00	$ 73,950.00	73%	185.8	$ 53,871.80	27%	69.2	$ 20,078.20	255	$ 73,950.00
	d)	525 mm HDPE	60 m	$ 300.00	$ 18,000.00	73%	43.7	$ 13,112.81	27%	16.3	$ 4,887.19	60	$ 18,000.00
	e)	675 mm Concrete	50 m	$ 390.00	$ 19,500.00	73%	36.4	$ 14,205.54	27%	13.6	$ 5,294.46	50	$ 19,500.00
ST2	402, 407, 517, 518, SP	Supply, excavate for, place and backfill catch basins and/or twin inlet catch basins, including frames and grates											
	a)	600 mm x 600 mm (OPSD 705.010)	19 Ea.	$ 2,020.00	$ 38,380.00	73%	13.8	$ 27,959.43	27%	5.2	$ 10,420.57	19	$ 38,380.00
	b)	600 mm x 1450 mm (OPSD 705.020)	1 Ea.	$ 3,270.00	$ 3,270.00	73%	0.7	$ 2,382.16	27%	0.3	$ 887.84	1	$ 3,270.00
ST3	402, 407, 517, 518, SP	Supply, excavate for, place and backfill precast maintenance holes and maintenance hole catch basins including frames and grates											
	a)	1200 mm manhole (701.010)	6 Ea.	$ 4,800.00	$ 28,800.00	73%	4.4	$ 20,980.50	27%	1.6	$ 7,819.50	6	$ 28,800.00
	b)	1500 mm manhole (701.011)	1 Ea.	$ 6,970.00	$ 6,970.00	73%	0.7	$ 5,077.57	27%	0.3	$ 1,892.43	1	$ 6,970.00
ST4	410, 491, SP	Reconnect existing drains and services (up to 250 mm dia.)	20 m	$ 85.00	$ 1,700.00	73%	14.6	$ 1,238.43	27%	5.4	$ 461.57	20	$ 1,700.00
ST5	405, SP	Supply and place 150 mm filter wrapped perforated subdrain including excavation	1150 m	$ 24.60	$ 28,290.00	73%	837.8	$ 20,608.97	27%	312.2	$ 7,681.03	1150	$ 28,290.00
ST6	511, SP	Handlaid rip rap, including non-woven geotextile	L.S.		$ 1,000.00	73%		$ 728.49	27%		$ 271.51	0	$ 1,000.00
ST7	510, SP	Remove existing storm sewer	25 m	$ 67.00	$ 1,675.00	73%	18.2	$ 1,220.22	27%	6.8	$ 454.78	25	$ 1,675.00
ST8		Reconnect existing CSP	1 Ea.	$ 200.00	$ 200.00	73%	0.7	$ 145.70	27%	0.3	$ 54.30	1	$ 200.00
ST9	401, 410, 492, 517, 518, SP	Installation of storm services											
	a)	100mm Dia. PVC SDR-28	125 m	$ 200.00	$ 25,000.00	0%	0.0	$ -	100%	125.0	$ 25,000.00	125	$ 25,000.00
ST16	401, 410, SP	Storm sewer service cleanout											
	a)	Malcom Style	0 Ea.	$ 200.00	$ -	0%	0.0	$ -	100%	0.0	$ -	0	$ -
		Sub-Total Storm Sewers --			**$ 297,445.00**			**$ 198,473.32**			**$ 98,971.68**		**$ 297,445.00**
SANITARY SEWERS													
SA1	401, 409, 410, 517,	Supply, excavate for and place sanitary sewer pipe including bedding and											

Schedule A

Item	Spec. #	Description	Qty./Unit	Price	Amount	Town %	Town Qty	Town Total	Developer %	Developer Qty	Developer Total	Qty Check	Total Check
	518, SP	native backfill											
	a)	200 mm PVC SDR-35	260 m	$ 255.00	$ 66,300.00	0%	0.0	$ -	100%	260.0	$ 66,300.00	260	$ 66,300.00
SA2	402, 407, 517, 518, SP	Supply, excavate for, place and backfill 1200 mm precast maintenance holes (OPSD 701.010) including benching, frame and cover	8 Ea.	$ 6,160.00	$ 49,280.00	0%	0.0	$ -	100%	8.0	$ 49,280.00	8	$ 49,280.00
SA3	401, 409, 410, 492, 517, 518, SP	Supply, excavate for and place PVC SDR-28 sanitary service pipe including bedding, native backfill and restoration beyond the general grading operations											
	a)	125 mm dia.	175 m	$ 220.00	$ 38,500.00	0%	0.0	$ -	100%	175.0	$ 38,500.00	175	$ 38,500.00
SA4	410, SP	Sanitary sewer service cleanout											
	a)	Malcolm Style	18 Ea.	$ 310.00	$ 5,580.00	0%	0.0	$ -	100%	18.0	$ 5,580.00	18	$ 5,580.00
		Sub-Total Sanitary Sewers --			**$ 159,660.00**			**$ -**			**$ 159,660.00**		**$ 159,660.00**
WATERMAINS													
WM1	401, 492, 441, 442, 517, 518, SP	Supply, excavate for, place watermain including bedding, native or granular backfill and restoration beyond the general grading operations											
	a)	150 mm PVC DR-18 Granular Backfill	75 m	$ 185.00	$ 13,875.00	100%	75.0	$ 13,875.00	0%	0.0	$ -	75	$ 13,875.00
	b)	200 mm PVC DR-18 Granular Backfill	145 m	$ 260.00	$ 37,700.00	0%	0.0	$ -	100%	145.0	$ 37,700.00	145	$ 37,700.00
	c)	250 mm PVC DR-18 Granular Backfill	212 m	$ 190.00	$ 40,280.00	40%	84.8	$ 16,112.00	60%	127.2	$ 24,168.00	212	$ 40,280.00
WM2	492, 441, 517, 518, SP	Supply, excavate for, place and backfill ductile iron fittings, including cathodic protection, mechanical thrust restraints, thrust blocking or anchoring											
	a)	250 mm dia. gate valves	7 Ea.	$ 3,735.00	$ 26,145.00	40%	2.8	$ 10,458.00	60%	4.2	$ 15,687.00	7	$ 26,145.00
	b)	200 mm dia. gate valves	3 Ea.	$ 2,230.00	$ 6,690.00	0%	0.0	$ -	100%	3.0	$ 6,690.00	3	$ 6,690.00
	c)	150 mm dia. gate valves	4 Ea.	$ 1,440.00	$ 5,760.00	0%	0.0	$ -	100%	4.0	$ 5,760.00	4	$ 5,760.00
	d)	250 x 250 x 250 mm tees	3 Ea.	$ 1,115.00	$ 3,345.00	40%	1.2	$ 1,338.00	60%	1.8	$ 2,007.00	3	$ 3,345.00
	e)	250 x 250 x 150 mm tees	2 Ea.	$ 1,055.00	$ 2,110.00	40%	0.8	$ 844.00	60%	1.2	$ 1,266.00	2	$ 2,110.00
	f)	200 x 200 x 150 mm tees	3 Ea.	$ 1,190.00	$ 3,570.00	0%	0.0	$ -	100%	3.0	$ 3,570.00	3	$ 3,570.00
	g)	250 x 200 mm reducers	1 Ea.	$ 920.00	$ 920.00	100%	1.0	$ 920.00	0%	0.0	$ -	1	$ 920.00
	h)	200 x 150 mm reducers	1 Ea.	$ 445.00	$ 445.00	0%	0.0	$ -	100%	1.0	$ 445.00	1	$ 445.00
	i)	250 mm 45° bends	2 Ea.	$ 800.00	$ 1,600.00	40%	0.8	$ 640.00	60%	1.2	$ 960.00	2	$ 1,600.00
	j)	200 mm 45° bends	2 Ea.	$ 555.00	$ 1,110.00	0%	0.0	$ -	100%	2.0	$ 1,110.00	2	$ 1,110.00
	k)	150 mm 45° bends	4 Ea.	$ 495.00	$ 1,980.00	0%	0.0	$ -	100%	4.0	$ 1,980.00	4	$ 1,980.00
	l)	250 mm Cap	1 Ea.	$ 805.00	$ 805.00	40%	0.4	$ 322.00	60%	0.6	$ 483.00	1	$ 805.00
	m)	150 mm Cap	1 Ea.	$ 435.00	$ 435.00	0%	0.0	$ -	100%	1.0	$ 435.00	1	$ 435.00
	n)	Fire hydrants	3 Ea.	$ 4,400.00	$ 13,200.00	0%	0.0	$ -	100%	3.0	$ 13,200.00	3	$ 13,200.00

Schedule A

Item	Spec. #	Description	Qty./Unit	Price	Amount	Town %	Town Qty	Town Total	Developer %	Developer Qty	Developer Total	Qty Check	Total Check
		o) Remove and Salvage Fire Hydrants	2 Ea.	$ 430.00	$ 860.00	0%	0.0	$ -	100%	2.0	$ 860.00	2	$ 860.00
		p) Connect to existing watermain	3 Ea.	$ 3,495.00	$ 10,485.00	0%	0.0	$ -	100%	3.0	$ 10,485.00	3	$ 10,485.00
		q) Reconnect fire hydrants	1 Ea.	$ 1,670.00	$ 1,670.00	0%	0.0	$ -	100%	1.0	$ 1,670.00	1	$ 1,670.00
WM3	441, 517, 518, SP	Supply, excavate for, place and backfill water service fitting, incl. tapping main and all connections											
		a) 20 mm main stops	18 Ea.	$ 199.00	$ 3,582.00	0%	0.0	$ -	100%	18.0	$ 3,582.00	18	$ 3,582.00
		b) 20 mm curb stops	18 Ea.	$ 369.00	$ 6,642.00	0%	0.0	$ -	100%	18.0	$ 6,642.00	18	$ 6,642.00
		c) 20 mm saddles	18 Ea.	$ 209.00	$ 3,762.00	0%	0.0	$ -	100%	18.0	$ 3,762.00	18	$ 3,762.00
WM4	401, 492, 441, 517, 518, SP	Supply, excavate for, place and backfill water services, including bedding, and all required connections, cathodic protection, native backfill and restoration beyond the general grading operations											
		a) 19 mm dia. service tubing PE/PEX installed by trenching	225 m	$ 125.00	$ 28,125.00	0%	0.0	$ -	100%	225.0	$ 28,125.00	225	$ 28,125.00
WM5	441, SP	Swabbing, hydrostatic pressure testing, disinfection, and flushing of watermains	3%	$ 215,096.00	$ 6,452.88	0%		$ -	100%		$ 6,452.88	0	$ 6,452.88
		Sub-Total Watermains --			**$ 221,548.88**			**$ 44,509.00**			**$ 177,039.88**		**$ 221,548.88**
PROVISIONAL ITEMS													
PR1	206, 401, SP	Additional trench excavation in proposed trench bottom where unsuitable soils are encountered including removal from site	40 m^3	$ 18.00	$ 720.00	0%	0.0	$ -	100%	40.0	$ 720.00	40	$ 720.00
PR2	314, 401, SP	Supply and place approved imported granular material in sewer trenches where native material is unsuitable, including removal of a similar amount of unsuitable material	1500 t	$ 15.00	$ 22,500.00	0%	0.0	$ -	100%	1500.0	$ 22,500.00	1500	$ 22,500.00
PR3	314, SP	Supply and place 20 mm dia. stone bedding where conditions warrant and as directed	40 t	$ 12.00	$ 480.00	0%	0.0	$ -	100%	40.0	$ 480.00	40	$ 480.00
PR4	314, SP	Supply and place imported granular bedding where conditions warrant and as directed	40 t	$ 17.00	$ 680.00	0%	0.0	$ -	100%	40.0	$ 680.00	40	$ 680.00
		Sub-Total Provisional Items --			**$ 24,380.00**			**$ -**			**$ 24,380.00**		**$ 24,380.00**
MISCELLANEOUS ITEMS													
MI1	706, SP	Traffic control and pedestrian safety	3.0%	$ 1,237,615.38	$ 37,128.46	53%	$ 652,497.92	$ 19,574.94	47%	$ 585,117.46	$ 17,553.52		$ 37,128.46
MI2	SP	Cost of 100% Performance and 100% Labour and Material Payment Bonds and cost of insurance	1.5%	$ 1,274,743.84	$ 19,121.16	53%	$ 672,072.86	$ 10,081.09	47%	$ 602,670.99	$ 9,040.06		$ 19,121.16
MI3	SP	Lump sum to cover all other requirements of the contract not specifically covered by or related to the preceding items	2.5%	$ 1,293,865.00	$ 32,346.62	53%	$ 682,153.95	$ 17,053.85	47%	$ 611,711.05	$ 15,292.78		$ 32,346.62

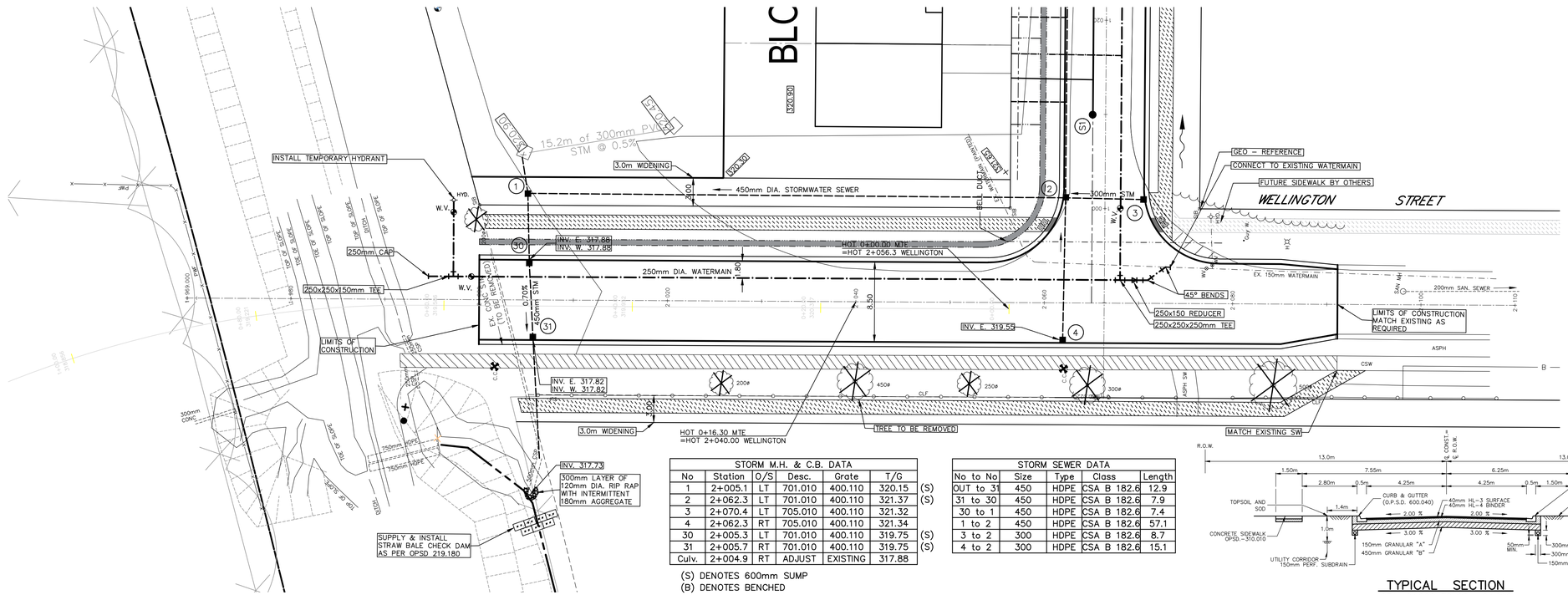
Schedule A

Item	Spec. #	Description	Qty./Unit	Price	Amount	Town %	Town Qty	Town Total	Developer %	Developer Qty	Developer Total	Qty Check	Total Check
		Sub-Total Miscellaneous Items --			**$ 88,596.24**			**$ 46,709.88**			**$ 41,886.36**		**$ 88,596.24**
PAVEMENT MARKING ITEMS													
PM1	710, SP	Pavement Markings	L.S		$ 5,000.00	73%		$ 3,642.45	27%		$ 1,357.55		$ 5,000.00
		Sub-Total Pavement Marking Items			**$ 5,000.00**			**$ 3,642.45**			**$ 1,357.55**		**$ 5,000.00**
		Sub-Total			**$ 1,331,211.62**			**$ 702,850.25**			**$ 628,361.38**		**$ 1,331,211.62**
		Contingency Allowance	5%	$ 1,331,211.62	$ 66,560.58	53%		$ 35,142.51	47%		$ 31,418.07		**$ 66,560.58**
		ENGINEERING			$ 88,255.22			$ 46,596.80			$ 41,658.42		**$ 88,255.22**
		Sub-Total			$ 1,486,027.43			$ 784,589.56			$ 701,437.87		$ 1,486,027.43
		13% HST			$ 193,184.00			$ 101,997.00			$ 91,187.00		$ 193,184.00
		TOTAL TENDER			**$ 1,679,211.43**	**53%**		**$ 886,586.56**	**47%**		**$ 792,624.87**		**$ 1,679,211.43**

Soft Cost Split

TOWN	Construction Cost	Weighted percent	Misc cost split	subtotal + misc	Contingency (5%)	Engineering	Subtotal	HST	TOTAL
Roads Subtotal:	$ 611,631.37	93%	$ 43,541.33	$ 655,172.70	$ 32,758.64	$ 43,435.93	$ 731,367.26	$ 95,077.74	$ 826,445.01
Wastewater Subtot:	$ -	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Subtotal	$ 44,509.00	7%	$ 3,168.54	$ 47,677.54	$ 2,383.88	$ 3,160.87	$ 53,222.30	$ 6,918.90	$ 60,141.19
subtotal	$ 656,140.37			$ 702,850.25	$ 35,142.51	$ 46,596.80	$ 784,589.56	$ 101,996.64	$ 886,586.20
Misc	$ 46,709.88								
DEVELOPER									
Roads Subtotal:	$ 225,395.13	38%	$ 16,097.84	$ 241,492.98	$ 12,074.65	$ 16,010.24	$ 269,577.86	$ 35,045.12	$ 304,622.99
Wastewater Subtot:	$ 184,040.00	31%	$ 13,144.24	$ 197,184.24	$ 9,859.21	$ 13,072.71	$ 220,116.15	$ 28,615.10	$ 248,731.26
Water Subtotal	$ 177,039.88	30%	$ 12,644.28	$ 189,684.16	$ 9,484.21	$ 12,575.47	$ 211,743.85	$ 27,526.70	$ 239,270.55
subtotal	$ 586,475.01			$ 628,361.38	$ 31,418.07	$ 41,658.42	$ 701,437.87	$ 91,186.92	$ 792,624.79
Misc	$ 41,886.36								
TOTAL									
Roads Total:							$ 1,000,945.13		
Wastewater Total:							$ 220,116.15		
Water Total							$ 264,966.14		
							$ 1,486,027.43		

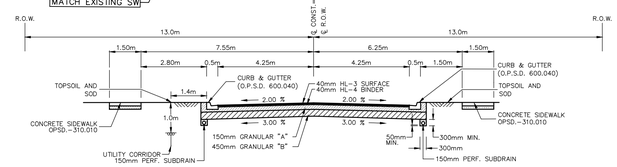
Schedule B



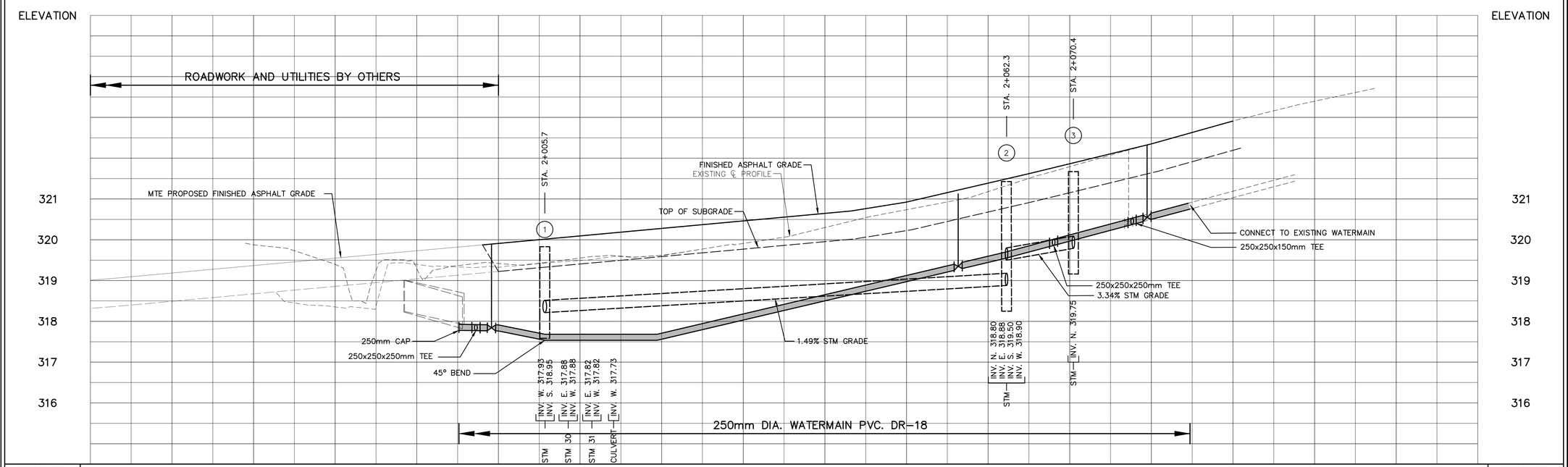
STORM M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grade	T/G	
1	2+005.1	LT	701.010	400.110	320.15	(S)
2	2+062.3	LT	701.010	400.110	321.37	(S)
3	2+070.4	LT	705.010	400.110	321.32	
4	2+062.3	RT	705.010	400.110	321.34	
30	2+005.3	LT	701.010	400.110	319.75	(S)
31	2+005.7	RT	701.010	400.110	319.75	(S)
Culv.	2+004.9	RT	ADJUST	EXISTING	317.88	

(S) DENOTES 600mm SUMP
(B) DENOTES BENCHED

STORM SEWER DATA					
No to No	Size	Type	Class	Length
OUT to 31	450	HDPE	CSA B 182.6	12.9
31 to 30	450	HDPE	CSA B 182.6	7.9
30 to 1	450	HDPE	CSA B 182.6	7.4
1 to 2	450	HDPE	CSA B 182.6	57.1
3 to 2	300	HDPE	CSA B 182.6	8.7
4 to 2	300	HDPE	CSA B 182.6	15.1



TYPICAL SECTION
STA. 2+000 TO STA. 2+090
N.T.S.



FINISHED ASPHALT GRADE								320.30	320.76	321.00	321.86	322.35			FINISHED ASPHALT GRADE
EXISTING ℄ GRADE		319.418	319.552	319.616	319.910	320.299	320.737	321.180	321.792	322.356	322.910	323.396			EXISTING ℄ GRADE
STATION		2+000	010	020	030	040	050	060	070	080	090	2+100	110		STATION

LEGEND

- SAN. or STM. — EXISTING SEWERS, SANITARY or STORM
- MH. CB. — MANHOLE and CATCHBASIN
- —W— WATERMAIN, FIRE HYDRANT
- —G— GASMAIN
- —T— UNDERGROUND TELEPHONE
- —H— UNDERGROUND HYDRO
- —TV— UNDERGROUND T.V. CABLE
- H B T H-B LP — UTILITY POLES
- GRUBBING
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- REMOVE AND PLACE CONC. SIDEWALK AND DRIVES
- PLACE CONC. SIDEWALK AND DRIVES
- REMOVE EXISTING ASPHALT PAV'T
- PLACE HOT MIX ASPHALT (DRIVES 50mm HL-3 HOT MIX MISC.)
- REMOVE EXISTING CONC. CURB

1:250 — 5m 0 5m 10m
1:50 — 1m 0 1m 2m

NOTE

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

BENCHMARK INFORMATION
CC Elevation 321.306
Located on the west side of Wellington St North
Sta 2+062
Geo - Referenced SIB: E: 488,616.98
N: 4,792,291.87

BENCHMARK INFORMATION
CC Elevation 319.311
Located on the west side of Wellington St North
Sta 2+000

Design By: JJLM Checked By: DLA

No.	DATE	REVISION
1	August 1, 2019	Preliminary
2	Sept. 5, 2019	Approval
3	Nov. 4, 2019	Issued for review

BMROSS engineering better communities
Goderich | Mount Forest | Sarnia

ONTARIO CANADA ST. MARYS

Town of St. Marys

Wellington Street Reconstruction

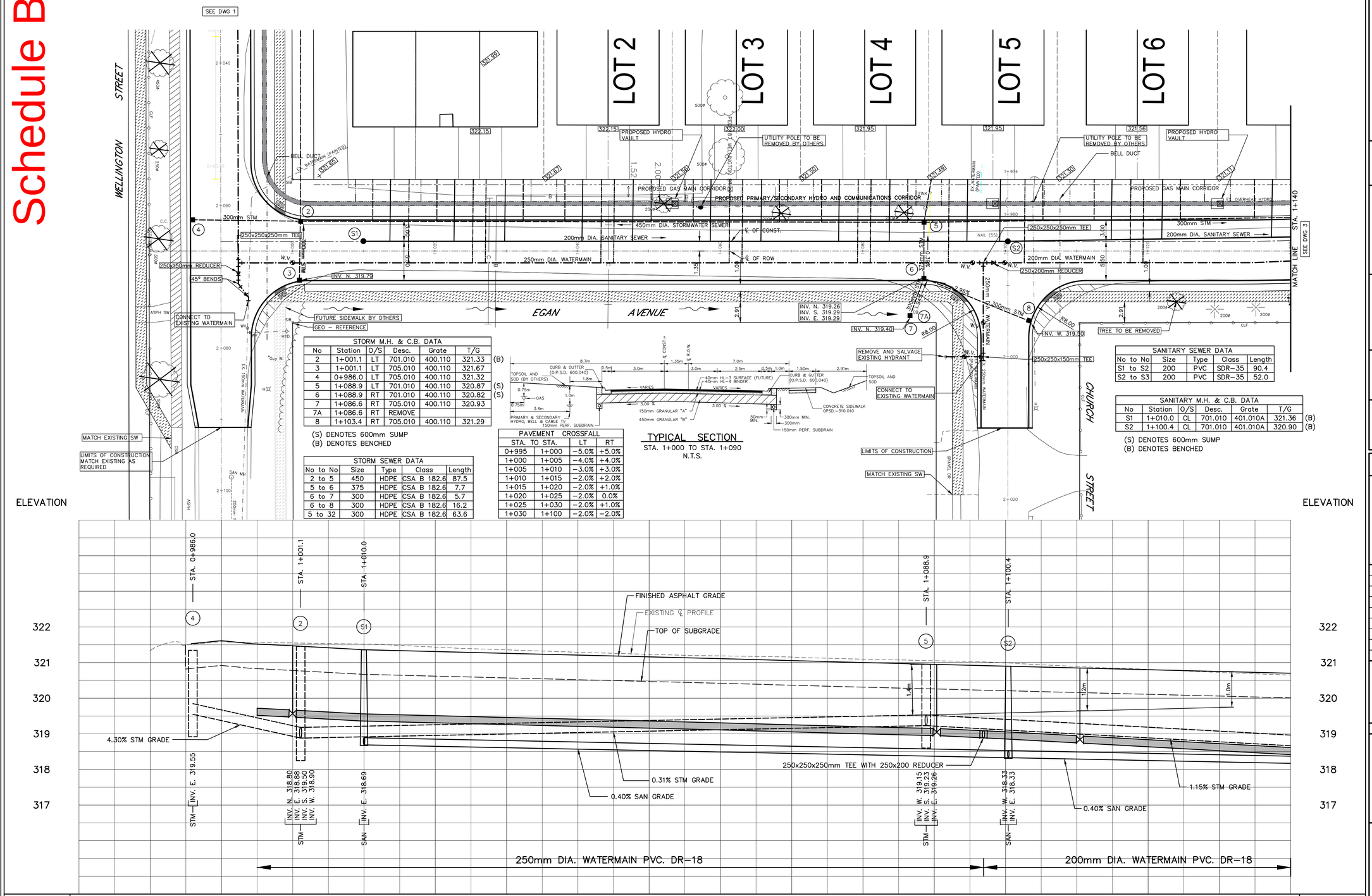
Plan and Profile Sta 1+980 to Egan Avenue

Contract No. 18233 | **Project No. 18233**

Scale (24x36)
Horizontal : 1 : 250
Vertical : 1 : 50

Drawing No. 1 of 4

Schedule B



STORM M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grate	T/G	
2	1+001.1	LT	701.010	400.110	321.33	(B)
3	1+001.1	LT	705.010	400.110	321.67	
4	0+986.0	LT	705.010	400.110	321.32	
5	1+088.9	LT	701.010	400.110	320.87	(S)
6	1+088.9	RT	701.010	400.110	320.82	(S)
7	1+086.6	RT	705.010	400.110	320.93	
7A	1+086.6	RT	REMOVE			
8	1+103.4	RT	705.010	400.110	321.29	

(S) DENOTES 600mm SUMP
(B) DENOTES BENCHED

STORM SEWER DATA				
No to No	Size	Type	Class	Length
2 to 5	450	HDPE	CSA B 182.6	87.5
5 to 6	375	HDPE	CSA B 182.6	7.7
6 to 7	300	HDPE	CSA B 182.6	5.7
6 to 8	300	HDPE	CSA B 182.6	16.2
5 to 32	300	HDPE	CSA B 182.6	63.6

PAVEMENT CROSSFALL			
STA. TO STA.		LT	RT
0+995	1+000	−5.0%	+5.0%
1+000	1+005	−4.0%	+4.0%
1+005	1+010	−3.0%	+3.0%
1+010	1+015	−2.0%	+2.0%
1+015	1+020	−2.0%	+1.0%
1+020	1+025	−2.0%	0.0%
1+025	1+030	−2.0%	+1.0%
1+030	1+100	−2.0%	−2.0%

TYPICAL SECTION
STA. 1+000 TO STA. 1+090
N.T.S.

SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S1 to S2	200	PVC	SDR-35	90.4
S2 to S3	200	PVC	SDR-35	52.0

SANITARY M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grate	T/G	
S1	1+010.0	CL	701.010	401.010A	321.36	(B)
S2	1+100.4	CL	701.010	401.010A	320.90	(B)

(S) DENOTES 600mm SUMP
(B) DENOTES BENCHED

FINISHED ASPHALT GRADE	321.52	321.47	321.36	321.31	321.26	321.21	321.16	321.11	321.06	321.00	320.95	320.90	320.85	320.80	320.75	320.70	FINISHED ASPHALT GRADE
EXISTING ℄ GRADE	321.589	321.550	321.521	321.434	321.357	321.291	321.232	321.188	321.155	321.096	321.052	320.99	320.890	320.810	320.723	320.651	EXISTING ℄ GRADE
STATION	080	1+000	020	040	060	080	1+100	120	140								STATION

LEGEND

- EXISTING SEWERS, SANITARY or STORM (SAN. or STM.)
- MANHOLE and CATCHBASIN (MH. CB.)
- WATERMAIN, FIRE HYDRANT
- GASMAIN
- UNDERGROUND TELEPHONE
- UNDERGROUND HYDRO
- UNDERGROUND T.V. CABLE
- UTILITY POLES (H B T H-B LP)
- GRUBBING
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- REMOVE AND PLACE CONC. SIDEWALK AND DRIVES
- PLACE CONC. SIDEWALK AND DRIVES
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1:250 5m 0 5m 10m
1:50 1m 0 1m 2m

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No.	DATE	REVISION
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3	Nov. 4, 2019	Issued for review
4	2020	Revised utility corridor

BMROSS engineering better communities
Goderich | Mount Forest | Sarnia

ONTARIO CANADA ST. MARYS

Town of St. Marys

Egan Avenue Reconstruction

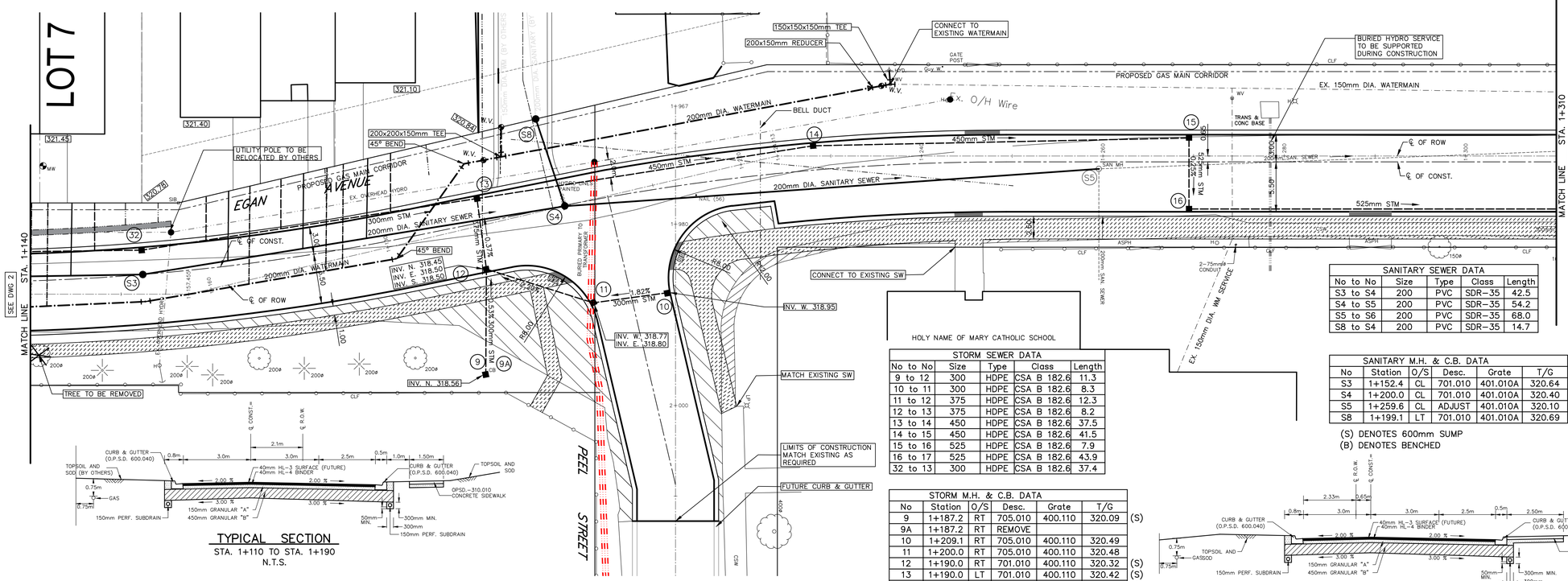
Plan and Profile Wellington St to Sta 1+140

Contract No. 18233 | **Project No. 18233**

Scale (24x36)
Horizontal : 1 : 250
Vertical : 1 : 50

Drawing No. 2 of 4

Schedule B



SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S3 to S4	200	PVC	SDR–35	42.5
S4 to S5	200	PVC	SDR–35	54.2
S5 to S6	200	PVC	SDR–35	68.0
S8 to S4	200	PVC	SDR–35	14.7

STORM SEWER DATA				
No to No	Size	Type	Class	Length
9 to 12	300	HDPE	CSA B 182.6	11.3
10 to 11	300	HDPE	CSA B 182.6	8.3
11 to 12	375	HDPE	CSA B 182.6	12.3
12 to 13	375	HDPE	CSA B 182.6	8.2
13 to 14	450	HDPE	CSA B 182.6	37.5
14 to 15	450	HDPE	CSA B 182.6	41.5
15 to 16	525	HDPE	CSA B 182.6	7.9
16 to 17	525	HDPE	CSA B 182.6	43.9
32 to 13	300	HDPE	CSA B 182.6	37.4

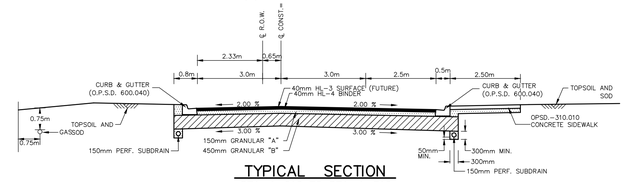
SANITARY M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grate	T/G	
S3	1+152.4	CL	701.010	401.010A	320.64	(B)
S4	1+200.0	CL	701.010	401.010A	320.40	(B)
S5	1+259.6	CL	ADJUST	401.010A	320.10	(B)
S8	1+199.1	LT	701.010	401.010A	320.69	(B)

(S) DENOTES 600mm SUMP
(B) DENOTES BENCHED

STORM M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grate	T/G	
9	1+187.2	RT	705.010	400.110	320.09	(S)
9A	1+187.2	RT	REMOVE			
10	1+209.1	RT	705.010	400.110	320.49	
11	1+200.0	RT	705.010	400.110	320.48	
12	1+190.0	RT	701.010	400.110	320.32	(S)
13	1+190.0	LT	701.010	400.110	320.42	(S)
14	1+228.1	LT	701.010	400.110	319.92	(S)
15	1+190.5	LT	701.010	400.110	319.89	(S)
16	1+190.5	RT	701.010	400.110	319.88	(S)
32	1+152.2	LT	701.010	400.110	320.55	(S)

(S) DENOTES 600mm SUMP
(B) DENOTES BENCHED

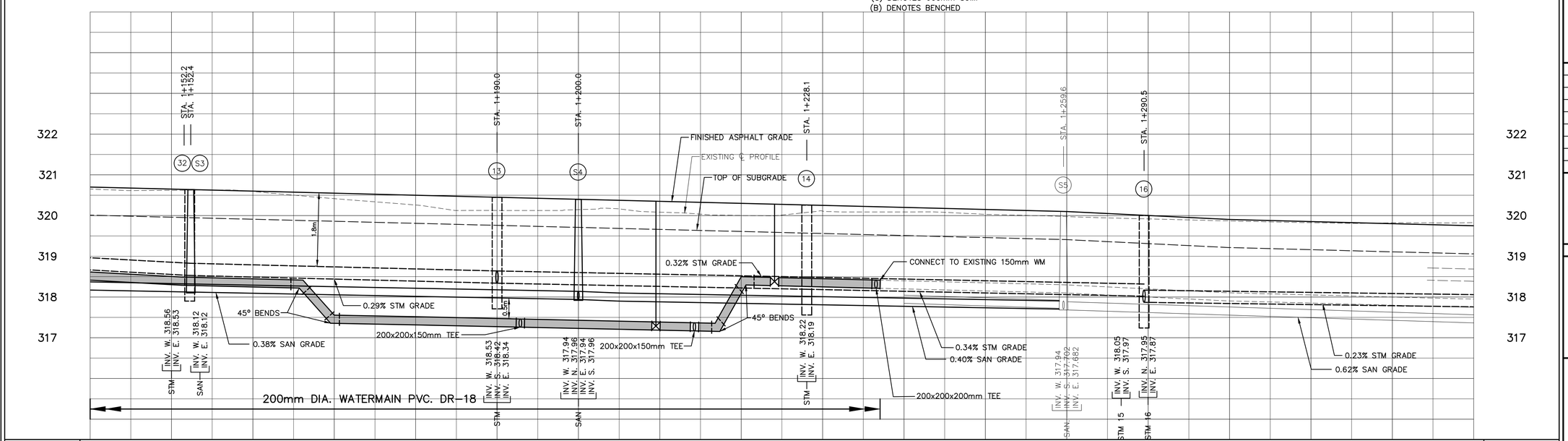
TYPICAL SECTION
STA. 1+110 TO STA. 1+190
N.T.S.



TYPICAL SECTION
STA. 1+210 TO STA. 1+310
N.T.S.

ELEVATION

ELEVATION



FINISHED ASPHALT GRADE	320.70	320.65	320.60	320.55	320.50	320.45	320.40	320.35	320.30	320.25	320.20	320.15	320.10	320.00	319.90	319.85	319.80	319.75	FINISHED ASPHALT GRADE
EXISTING ℄ GRADE	320.651	320.620	320.593	320.416	320.260	320.126	320.146	320.084	320.003	320.110	320.089	320.030	319.975	319.919	319.869	319.826	319.822	319.827	EXISTING ℄ GRADE
STATION	140		160		180		1+200		220		240		260		280		1+300		STATION

LEGEND

- EXISTING SEWERS, SANITARY or STORM
- MANHOLE and CATCHBASIN
- WATERMAIN, FIRE HYDRANT
- GASMAIN
- UNDERGROUND TELEPHONE
- UNDERGROUND HYDRO
- UNDERGROUND T.V. CABLE
- UTILITY POLES
- GRUBBING
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- REMOVE AND PLACE CONC. SIDEWALK AND DRIVES
- PLACE CONC. SIDEWALK AND DRIVES
- REMOVE EXISTING ASPHALT PAVT
- PLACE HOT MIX ASPHALT (DRIVES 50mm HL-3 HOT MIX MISC.)
- REMOVE EXISTING CONC. CURB

1:250 5m 0 5m 10m
1:50 1m 0 1m 2m

NOTE

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

BENCHMARK INFORMATION
CC Elevation 321.306
Located on the west side of Wellington St North
Sta 2+062
Geo - Referenced SIB: E: 488,616.98
N: 4,792,291.87

BENCHMARK INFORMATION
CC Elevation 319.311
Located on the west side of Wellington St North
Sta 2+000

Design By: JJLM Checked By: DLA

No.	DATE	REVISION
1	August 1, 2019	Preliminary
2	Sept. 5, 2019	Approval
3	Nov. 4, 2019	Issued for review

BMROSS engineering better communities
Goderich | Mount Forest | Sarnia

Ontario Canada ST. MARYS

Town of St. Marys

Egan Avenue Reconstruction

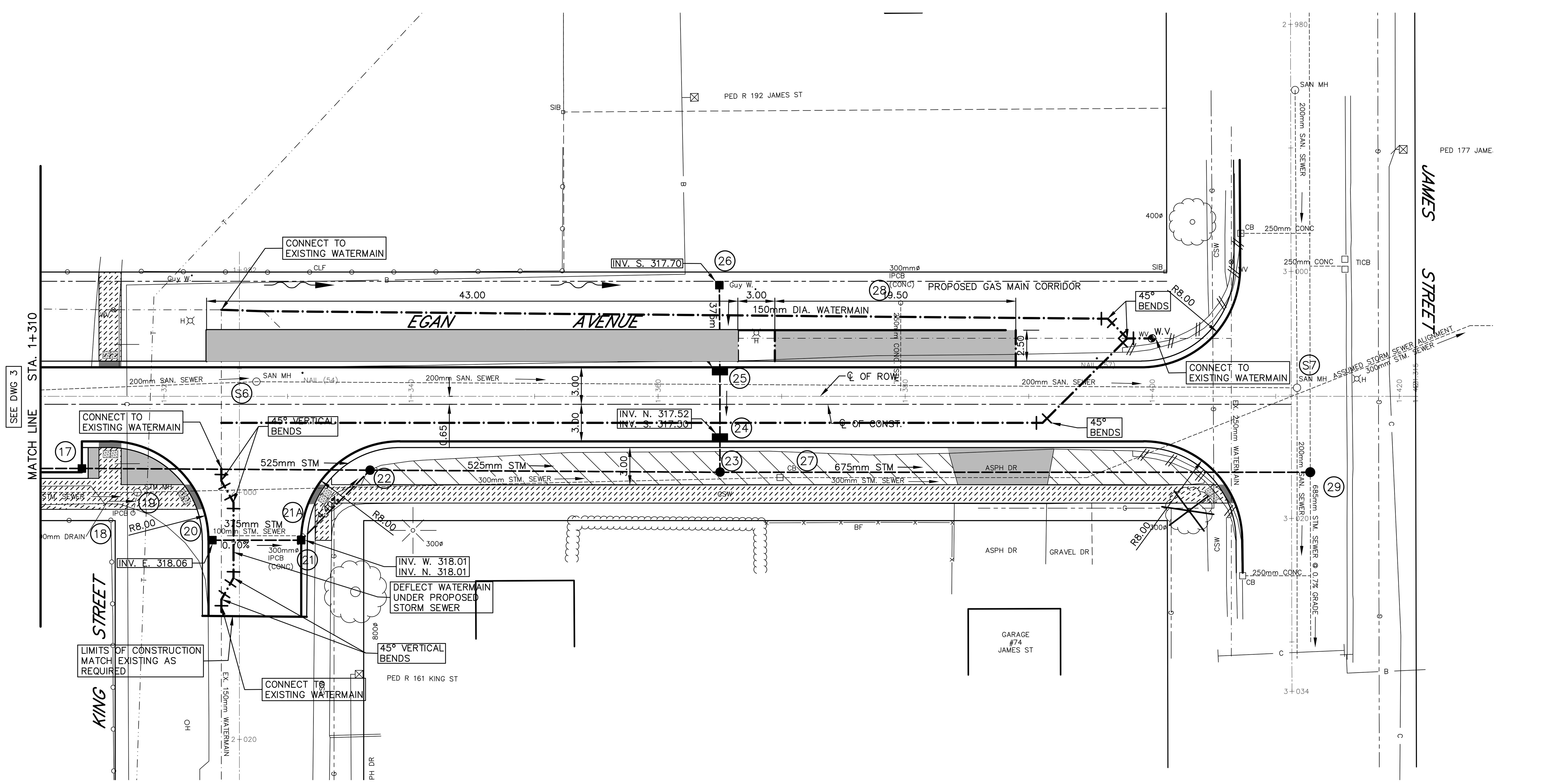
Plan and Profile
Sta 1+140 to Sta 1+310

Contract No.	Project No.
18233	18233

Scale (24x36)
Horizontal : 1 : 250
Vertical : 1 : 50

Drawing No. 3 of 4

Schedule B



STORM M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grate	T/G	
17	1+313.4	RT	701.010	400.110	319.60	(S)
18	1+317.8	RT	REMOVE			
19	1+317.8	RT	REMOVE			
20	1+323.9	RT	705.010	400.110	319.64	
21	1+331.1	RT	705.010	400.110	319.64	
21A	1+331.1	RT	REMOVE			
22	1+336.7	RT	701.010	401.010A	319.54	(B)
23	1+365.0	RT	701.011	401.010A	319.50	(B)
24	1+365.0	RT	701.011	400.110	319.44	(S)
25	1+365.0	LT	701.011	400.110	319.44	(S)
26	1+365.0	LT	705.010	400.110	319.50	(S)
27	1+369.9	RT	REMOVE			
28	1+372	LT	REMOVE			
29	1+412.8	CL	701.011	401.010A	319.69	(B)

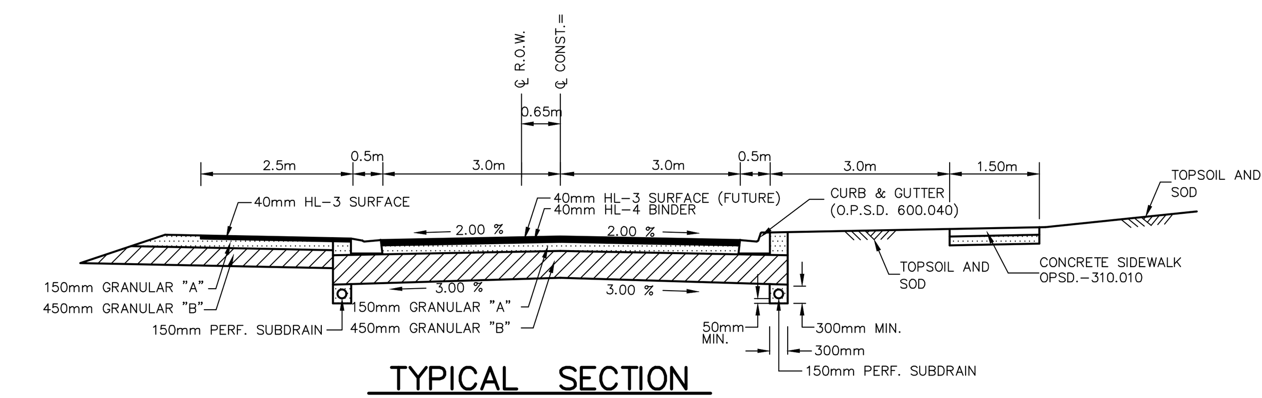
(S) DENOTES SUMP
(B) DENOTES BENCHED

SANITARY M.H. & C.B. DATA						
No	Station	O/S	Desc.	Grate	T/G	
S6	1+327	LT	ADJUST		319.64	(B)
S7	1+411.7	CL	ADJUST		319.73	(B)

(S) DENOTES 600mm SUMP
(B) DENOTES BENCHED

STORM SEWER DATA				
No to No	Size	Type	Class	Length
17 to 22	525	HDPE	CSA B 182.6	23.3
20 to 21	375	HDPE	CSA B 182.6	7.2
21 to 22	375	HDPE	CSA B 182.6	8.0
22 to 23	525	HDPE	CSA B 182.6	28.3
26 to 25	375	HDPE	CSA B 182.6	7.0
25 to 24	375	HDPE	CSA B 182.6	5.4
24 to 23	375	HDPE	CSA B 182.6	2.8
23 to 29	675	Conc.	65D	47.8

SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S6 to S7	200	PVC	SDR−35	84.3



TYPICAL SECTION
STA. 1+340 TO STA. 1+400
N.T.S.

LEGEND

- SAN. or STM. / MH. CB. — EXISTING SEWERS, SANITARY or STORM; MANHOLE and CATCHBASIN
- W — WATERMAIN, FIRE HYDRANT
- G — GASMAIN
- T — UNDERGROUND TELEPHONE
- H — UNDERGROUND HYDRO
- TV — UNDERGROUND T.V. CABLE
- H B T H−B LP — UTILITY POLES
- GRUBBING
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
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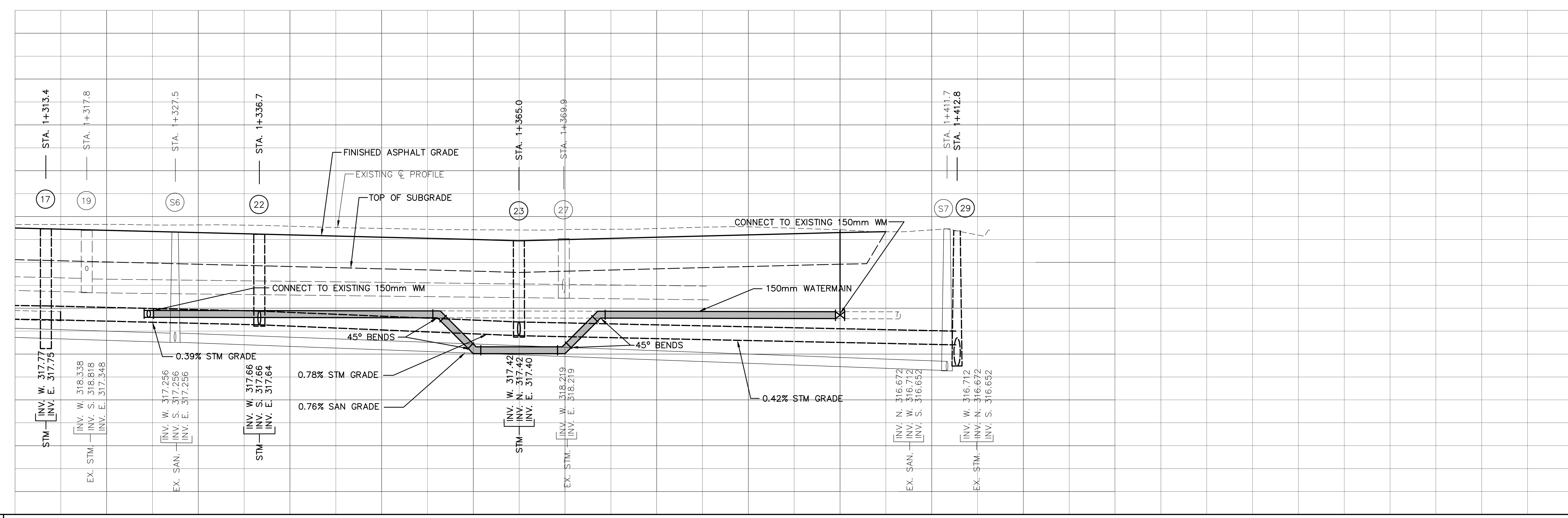


FINISHED ASPHALT GRADE	319.75	319.70	319.65	319.60	319.55	319.50	319.47	319.50	319.55	319.60	319.65	319.68	
EXISTING ℄ GRADE	319.827	319.828	319.817	319.789	319.741	319.712		319.716	319.739	319.777	319.712		319.708
STATION	310	320		340		360			380		1+400		420

Design By: JJLM   Checked By: DLA

No.	DATE	REVISION
1	August 1, 2019	Preliminary
2	Sept. 5, 2019	Approval
3	Nov. 4, 2019	Issued for review
4	2020	Revised watermain alignment

BMROSS engineering better communities
Goderich | Mount Forest | Sarnia

ONTARIO CANADA ST. MARYS

Town of St. Marys

Egan Avenue Reconstruction

Plan and Profile
Sta 1+310 to James St

Contract No. 18233
Project No. 18233

Scale (24x36)
Horizontal : 1 : 250
Vertical : 1 : 50

Drawing No. 4 of 4

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Community Services**
Date of Meeting:	**28 January 2020**
Subject:	**DCS 01-2020 January Monthly Report (Community Services)**

RECOMMENDATION

THAT DCS 01-2020 January Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Community Services:

- RLMP, Business Plan and Core Services Implementation:
    - New PRC building core hours implemented as of January 1, 2020
    - Morning lane swim cancelled as of January 1, 2020
    - Rolled out new afternoon pool programming January 1, 2020
    - Fee increases rolled out for all programs rolled out. Some increases took effect January 1, 2020 with a few taking effect April 1, 2020
    - Changes to ticket ice/shoulder ice communication sent out to user groups. Meeting held this month with user groups to roll out new processes

- Added a debit machine for the canteen
- There was an increase of rentals at the PRC over the holidays
- 4 weddings and 1 buck and doe booked for 2020

Aquatics:

- 3847 swimmers for the month of November, 3553 swimmers for the month of December
- Released the new 2020 winter schedule with early morning lane swim cancellation and additional afternoon programming
- Organizing upcoming staff training
- Secured a new rental, January to April the Thames River Paddling Club will be training at the PRC pool
- Hosted the DCVI swim meet for over 150 high school swimmers

Child Care:

- Survived the gastro outbreak in the centre that lasted the month of December
- Had to cancel the Christmas Open House due to outbreak but will plan another event once the weather is nicer
- The new EarlyON program has started in St. Marys and already showing great attendance. Families are excited for all the free programming it will bring to this community for children 0-6 years of age. Staff have added 3 new programs and signed up 12 new families in the first

week. For February, staff are introducing two new programs bringing the total to six programs a week.

- Preschool classrooms finished their Mindfulness program in December and are using the strategies on a daily basis.

Recreation:

Youth Recreation:

- Hosted a successful New Year's Eve Party with roughly 400 people in attendance.
- Hosting a High Five training course at the PRC on January 25th. Four staff members will be participating in the course and have public interest as three public members have already registered.
- The Recreation department has met with St. Marys Minor Soccer and will be sponsoring a grant from them to the Stratford Perth Community Foundation
- Ciaran has met with St Marys Ringette to discuss their needs and to see if we can help the sport and group grow

Adult Recreation:

- Ran 3 dodgeball archery games in conjunction with DCVI in December. All went very well and staff will be booking more for the future.
- In partnership with St Marys soccer staff are looking to setup a recreation league that would play indoors at DCVI then move outside when the weather changes.
- The Recreation department has met with the Pickleball group and will be sponsoring a grant for them to the Stratford Perth Community Foundation

Youth Services:

- Youth Centre:
  - We are launching our Stratford Perth Community Foundation grant by offering Babysitting and Stay Safe courses for youth for $5 if they have a Youth Centre membership. (normal cost $55-$60)

- Perth 4 Youth:
  - St Marys hosted a core group meeting in December about working together with all municipal partners to re-launch this initiative. There was not unanimous buy-in so the Recreation and Youth Supervisor and the Economic Development Manager are just going to focus on St. Marys. A new survey is ready to administer to local youth and we are now working closely with the guidance and co-op teachers from DCVI

Senior Services:

Home Support Services:

- The Huron Perth and Area Ontario Health Team received notification in mid-December that the application to become an Ontario Health Team has been approved. The team will begin moving ahead with year one priorities as outlined in the OHT application. Representatives from each agency will meet monthly to begin implementation. Each agency was asked to consider how they could support OHT both administratively and operationally. Each sector was asked to discuss and elect one sector representative to sit on the OHT Governance Committee. Kathy Scanlon from OneCare Home and Community Support will represent Community Support Services at this table.
- Home Support Services received notification from the SW LHIN in November that all Health Services Providers (HSP'S) with a LHIN budget (CAPS) are to hold off on submission until further instructed. Ontario Health will be assuming responsibility for funding and performance management of all HSP's who currently hold agreements with LHIN's. The understanding is

that current budgets will continue to be the framework for the next fiscal year if these submissions are not requested before March 31, 2020.

Friendship Centre

- The Friendship Centre new membership rates have been rolled out to the community. To date no feedback has been received on the increase. The Friendship Centre ended off the year with 465 active memberships up from the two previous years-- 427 members in 2018 and 379 members in 2017.

REVIEWED BY

Recommended by the Department	**Recommended by the CAO**
Stephanie Ische Director of Community Services	Brent Kittmer CAO / Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	28 January 2020
Subject:	**DCS 02-2020 Renewal for Via Lease Agreements**

PURPOSE

To renew the two separate Lease Agreements as follows: Cameron Porteous from January 1, 2020 to December 31, 2020 and Reed Needles from January 1, 2020 to December 31, 2022 within the St. Marys VIA Station.

RECOMMENDATION

THAT DCS 02-2020 Renewal for Via Lease Renewals report be received; and,

THAT Council approve By-law 11-2020 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Cameron Porteous; and,

THAT Council approve By-law 12-2020 authorizing the Mayor and the Clerk to execute the associated agreement with Mr. Reed Needles.

BACKGROUND

In the summer of 2015 the Town leased space in the St. Marys Train Station to Reed Needles and Charles Sharun, both leases were renewed January 1, 2016 for another year. They occupied the Sitting Area/North Office (Needles) and South Office (Sharun).

At the November 3, 2015 COTW meeting Council approved the use of the St. Marys Train Station as a Cultural rental space and the additional rooms were then leased. These spaces were leased to Cameron Porteous and Don Corby for year ending December 31, 2016.

In December 2016 an agreement was brought forward to Council to renew the leases for Reed Needles, Charles Sharun and Cameron Porteous ending December 31, 2017. Council approved and the leases were renewed for another year. In March 2017 Charles Sharun cancelled his lease as he decided to work out of his home.

In 2018 and 2019 Reed Needles and Cameron Porteous have continued to rent this space.

REPORT

With the success of Reed Needles and Cameron Porteous they have asked that their leases be renewed. Because of their success, and their connections with culture, they have had nothing but positive comments.

There are currently no issues with the existing agreements and no reason not to extend these leases.

Reed Needles has asked that his lease be renewed for a three year period while Cameron Porteous would like a one year renewal. The lease agreements remain the same with the exception of an annual increase in rental fees and the insurance language has been modified to ensure greater coverage for the Town.

FINANCIAL IMPLICATIONS

Rental revenue - $8000 to $9000 annually.

SUMMARY

Staff has presented this report to renew 2 lease agreements at the St. Marys Train Station with Reed Needles and Cameron Porteous.

STRATEGIC PLAN

☒ This initiative supports several tactics within the Strategic Plan related to leveraging the cultural experience of the Town.

OTHERS CONSULTED

Reed Needles
Cameron Porteous

ATTACHMENTS

Draft lease agreements

REVIEWED BY

Recommended by the Department

Stephanie Ische
Director of Community Services

Recommended by the CAO

Brent Kittmer
CAO / Clerk

THIS LICENSE AGREEMENT is made the 1 st day of January, 2020

BETWEEN

THE CORPORATION OF THE TOWN OF ST.MARYS

(Hereinafter called the "Municipality")

OF THE FIRST PART

AND

XXXXXXXXX

(Hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Tenant is desirous of using the a rental space on 5 James Street, St. Marys known as The Via Station ("Licensed Premises") for the purposes of an art studio;

AND WHEREAS: It is deemed expedient to outline the roles and responsibilities of each of the parties:

NOW THEREFORE WITNESSETH that for an in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. The Municipality hereby grants leave and license and full permission and authority to the Tenant to enter upon, occupy, use and enjoy the licensed premises for the specific purposes of as Art Studio in accordance with the terms set out herein.
    a. Rentable area of premises: 235 square feet (as shown in Schedule "A")

2. **TERM OF LICENSE**

    The term of this License shall be for one (1) years, commencing January 1, 2020 and expiring December 31, 2020, with an option to renew, subject to approval of both parties.

3. UTILITY AND CLEANING COSTS

All utility cleaning costs will be borne by the Municipality. Cleaning of the common areas will be the responsibility of the Municipality.

Every effort will be made by the Tenant to minimize utility costs by reducing consumption.

4. RENTAL FEE

The license fee for 2020 for the use of the licensed premises is XXXXXXX plus applicable taxes per month. The License fee is to offset the annual utility costs.

5. INSURANCE

The Municipality shall provide liability insurance on the building and appurtenances.

The Tenant shall maintain insurance in force throughout the term of this agreement and shall deliver to the Town evidence of:

a) Public liability insurance coverage for personal injury and property damage in a minimum amount of $2,000,000.00; and
b) Comprehensive liability insurance veering premises and operation liability, produce and/or completed operation liability, liability with respect to all operations including sub-contractors.
c) The insurance coverage shall name the Town as an additional insured.

6. BUILDING MAINTENANCE

The Municipality will be responsible for all external and internal maintenance necessary to protect the integrity of the building.

7. SIGNAGE

The Municipality must approve all signage prior to it being erected on the building or elsewhere on the property. Any signage must be consistent with the Town of St.Marys current by-law.

8. POSSESSORY INTEREST

It is the intention of the parties to this Agreement that the agreement between the two parties for occupancy by the Tenant does not create a possessory interest or any other interest in real property and the property shall remain the sole property of the Municipality.

9. MODIFICATIONS TO THE BUILDING

No modifications to the building or rental space will be allowed.

10. GENERAL CONDITIONS

a) The Tenant acknowledges that the facility is owned by the Municipality, and as the owner; the Municipality has the right to use the facility when required. The Municipality reserves the right to use any portion of the licensed premises for municipal purposes provided a minimum of seven (7) days notice is given to the Tenant. The seven days notice requirement will be waived in the case of an emergency, at which time no notice will be required to be provided to the Tenant;

b) Requests to utilize any space habitually not being used by the Tenant will be discussed between the Municipality and the Tenant;

c) The Tenant acknowledges that the Municipality is not responsible for lost, stolen or damaged equipment belonging to the Tenant.

11. ADDITIONAL RENTAL SPACE

Should anytime throughout your lease you wish to utilize additional space above your leased area the following must take place:

1) Notify Director of Community Services 30 days prior to the event taking place
2) Additional insurance may be required for some events
3) An additional fee for this space may apply

12. NOTICE OF TERMINATION

If either the Tenant or the Municipality wishes to terminate this license prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS prior to the anniversary date or to the termination date. The Tenant agrees and acknowledges that a notice to terminate the license as described above shall be delivered or mailed to the offices of the Municipality at:

The Town of St. Marys
317 James Street South
St. Marys, ON N4X 1B6

Attention: Stephanie Ische, Director of Community Services

The Municipality agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

XXXXXXXXXXX

EXCEPTION: In the case that the “licensed premises” is required by the Municipality for municipal purposes, the Municipality can give notice of termination of the agreement to the Licensee, providing LESS THAN SIXTY (60) DAYS notice.

13. INDEMNITY

The Tenant agrees to indemnify and save the Municipality harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Tenant. The Tenant shall respond to any such matter by engaging legal counsel to represent the Municipality’s interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

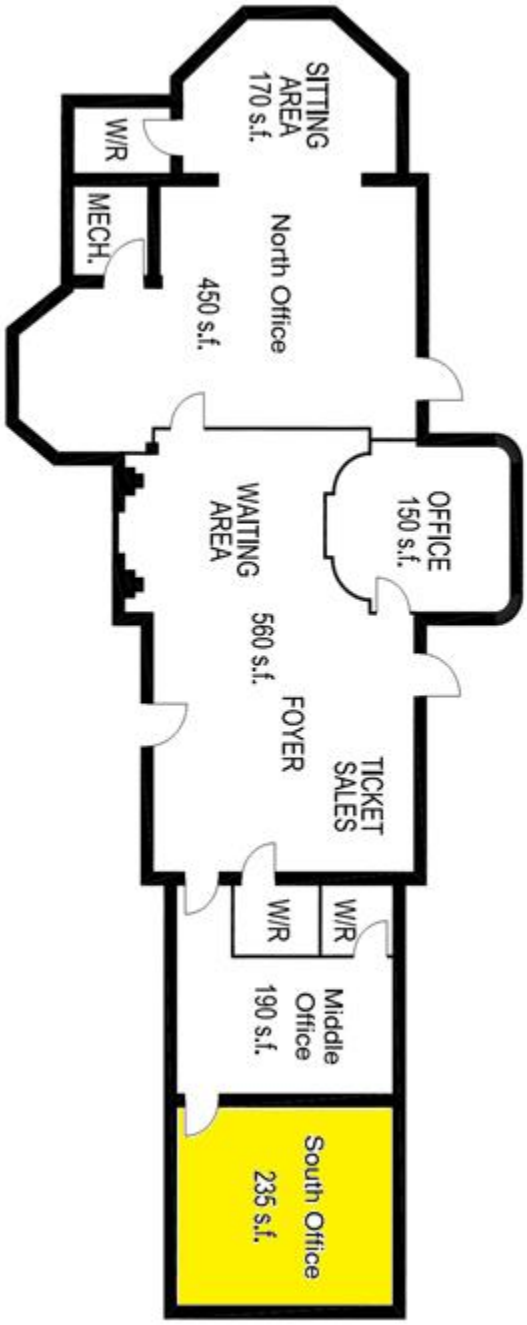
SIGNED, SEALED AND DELIVERED
In the presence of

_____
Cameron Porteous

THE CORPORATION OF THE
TOWN OF ST. MARYS

_____
Mayor Al Strathdee

_____
CAO/Clerk, Brent Kittmer


OFFICE
150 s.f.
TICKET
SALES
W/R
W/R
Middle
Office
190 s.f.
South Office
235 s.f.
FOYER
560 s.f.
WAITING
AREA
SITTING
AREA
170 s.f.
W/R
MECH.
North Office
450 s.f.

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Corporate Services**
Date of Meeting:	**28 January 2020**
Subject:	**COR 01-2020 January Monthly Report (Corporate Services)**

RECOMMENDATION

THAT COR 01-2020 January Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Museum

- Volunteers logged 56 on-site hours in November and 24 on-site hours in December.
- Staff led 8 school field trips in December for students at Little Falls Public School and Holy Name of Mary Catholic School.
- "Do You Hear What I Hear" exhibit about holiday music opened on November 29.
- Annual Christmas Open House took place on Sunday, December 8. There were approximately 85 people in attendance.
- Planning underway for 2020 homecoming exhibit about Emm Gryner.
- $65 for 65 campaign at a 56% response rate with over $4500 raised.
- Planning underway for Space to Spoon launch with a private exhibit opening on January 17 and public opening on January 20.

Corporate Communications

- PRC Strategic Business Plan
  - Fall/winter program feedback survey now open; closes on March 6, 2020.
  - PRC Communications Audit and Recommendations – discussion and implementation ongoing.
  - Continuing to assist with various projects including updating PRC Facebook, lobby television screens etc.
  - Updates to Recreation & Leisure section of website to increase usability.
- Media Relations
  - Distributed nine service disruptions, eight public notices and five media releases. Topics included WinterLights, the National Day of Remembrance and Action on Violence against Women, and Council approving user fee changes.
  - There were 46 stories/mentions in local media (42 in the St. Marys Independent and 4 in the Stratford Beacon Herald) between November 14 and December 23 (including December 26 edition of the Independent). 16 of those stories were the direct result of media releases by the Town.
- Social Media
  - The Town's Facebook page currently has 4,418 followers (30 new since November 14). The most popular post was about WinterLights (7,501 users).

    - The Town's Twitter page currently has 1,950 followers (15 new since November 14). The most popular tweet was of the VIA station from the Ball Hall auction (2,068 users).
    - The PRC's Facebook page currently has 2,506 followers (43 new since November 14). The most popular post was about the Canteen selling Aunt Millie's soup (3,751 users).
- Website
    - 12,372 users and 88,050 page views since November 14. Top visited pages include Library (17,042), Home (9,885), and Celebrate the Season (3,237).
    - Updates made to Recreation & Leisure and Discover our Town sections to make information easier to find. Fees also updated on various pages throughout the website.
- Publications
    - Spring & Summer Recreation & Leisure Guide in production.
- Advertising
    - Lifeguard recruitment ad in The Independent
- Event promotions
    - WinterLights/Christmas:
    - As of Dec. 19, $12,326 in formal donations have been made to WinterLights, including display sponsorships and fundraisers like the Kinsmen Sweet Santa Suite raffle, Kingsway Lodge's Giving Tuesday fundraiser and Sun Rayz' St. Marys swag sale proceeds. This is almost $5,000 more raised than last year, notably with new donors from Stratford and London.
    - Personalized thank you letters have been sent to all sponsors, and community-led initiatives have been photographed to publicize on social and local media.
    - Thanks to partnerships with the economic development department and the BIA, we were able to extend our Christmas activity advertising reach with little budgetary impact. New this year was an ad in the London Free Press, plus advertising on FreshFM of London, which is an all-Christmas station throughout December. Advertising was reduced in Stratford to reach toward Exeter/Bayfield and Mitchell. Other advertising includes CHYM FM (Kitchener) and MYFM (Exeter), St. Marys Independent and Facebook/Instagram.

Tourism & Tourism Marketing

- Driftscape App – Progress continues on content creation. The DCVI CO-OP student has been assisting staff with drafting content and sourcing images.
- Social Media
    - The Town's tourism-focused Instagram page currently has 1,015 followers (101 new since November 14). The top post was of the Santa Claus Parade (150 users).
- Retained use of the front window at the Stratford Tourism Association for two weeks leading up to the Christmas holidays to promote St. Marys.
    - Highlighted: WinterLights, shopping in downtown St. Marys, the Museum's Christmas exhibit and the Station Gallery.
- Through our partnership with STA, influencer Stephanie Mayo of LadysTravelBlog.com visited St. Marys during her visit to Stratford to write about the holiday activities in the area. https://ladystravelblog.com/2019/12/02/festive-things-to-do-in-stratford-for-christmas/
- Advertised the Merchants Christmas Open House in the London Free Press on the Saturday, the event was on Sunday. Several merchants reflected that the event was a huge success with many shoppers noting that they had read about the event in the LFP. Some merchants noted that they had doubled their sales from the year before.
- Ran a radio advertising campaign for the month of December to promote St. Marys as a shopping destination.

Economic Development

- Met with Perth4Youth group to review our regional work and what is planned for 2020.

- Working with Kalidoscope of Quilts on promoting St. Marys to quilting guilds.

VIA Services

	Boarding	Arriving	% Printed
January	286	262	75.9
February	253	242	69.2
March	280	306	74.3
April	277	277	74
May	226	266	75.7
June	262	325	71
July	320	306	76.6
August	368	399	66.8
September	295	307	66.4
October	288	302	70.5
November	259	290	72.6
December	310	319	73.2

Information Technology

26 tickets closed:

- Made new network folders with security groups
- Recovered deleted file from external device
- Replaced UPS battery at Town Hall
- Created active directory and email accounts for new users
- Initiated and secured network port for canteen debit
- Blocked historical Remote Desktop Protocol access on firewall for improved security

Non-ticket items:

- Replaced Guest Services' keyboard at PRC
- Modified users for shared online calendar
- Installed new wall mounted monitor for Child Care
- Troubleshooting phone issue at pool
- Reloaded two users' laptops
- Replaced Well#1 Switch
- Migrated Domain Controllers due to end of support for Server 2008
- Replaced Wireless AP's at MOC and Townhall
- Troubleshoot specialized printing to larger copiers
- Renewed Firewall subscription, purchased enhanced protection.

SPENDING AND VARIANCE ANALYSIS

Nothing to report at this time.

REVIEWED BY

Recommended by the Department

Trisha McKibbin
Director of Corporate Services

Recommended by the CAO

Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Finance**
Date of Meeting:	**28 January 2020**
Subject:	**FIN 04-2020 January Monthly Report (Finance)**

RECOMMENDATION

THAT FIN 04-2020 January Monthly Report (Finance) be received for information.

DEPARTMENTAL HIGHLIGHTS

2020 Budget

- December 3rd budget meeting held to review 2020 draft operating budgets
- January 7th budget meeting held to review external transfers and community grants
- Three further Council budget deliberation meetings are scheduled:
    - January 21st – Capital, reserves, and long term debt review
    - February 4th – property tax policy and 2020 budget overview
    - February 18th – Fire Hall project review, finalize recommended 2020 budget

Finance

- Reconciled 12 bank accounts for the month of November
- Mailed out Childcare arrear notices
- Issued 296 cheques and eft's in December
- Assisted Auditors with preparation for yearend upcoming audit
- Reviewed Community Grant Applications with Senior Management
- Participated in virtual Reserves and Reserve Fund seminar – Co-op student drafting reserve and reserve fund policy – Director of Finance to review with SMT in early new year

Procurement and Risk Management

- Schedule E Monthly Report completed for the month of December for MTO Parking Tickets
- Sent 3 Parking Tickets under the Provincial Offence to Court filed in the County of Perth
- 6 Parking Tickets issued in the month of November
- 16 Parking Tickets issued in the month of December
- Mailed out AR past due statements
- Attended a Free Seminar in Waterloo for Bids & Tenders November 13 ,2019
- RFQ-DEV-01-2019 Provisions for Repointing, De-Pointing and Repair of Town owned Historic Stone Buildings & Retaining Walls Closed December 17, 2019
- RFQ-DEV-02-2019 Provisions for Town Facility Cleaning Supplies closed December 17, 2019

Property Taxation

- Auditors conducted preliminary audit on tax roll.
- Treasurer and Tax Collector assisted two properties owners to avoid Tax Sale proceedings.

- Updated wheelie bins fees, as per consolidated fees by-law 108-2019. 50% of the new fee will be included on the interim tax bills.
- Treasurer and Tax Collector working on assessment at risk.
- Notified over 45 law firms re: the increase for tax certificates from $30 to $40 as per consolidated fees by-law 108-2019.
- Calculated final 2019 school board remittances and BIA payments.
- Monthly penalty & interest applied to outstanding property tax accounts.
- Fuel billing and internal allocations processed.
- Monthly building permit information sent to MPAC.
- Approximately 800 letters mailed to pre-authorized monthly tax payment users, advising of the new monthly amounts to begin in January based on 50% of the prior year's property tax billing. Also included reference to a small monthly increase of between $2 and $3 for the new wheelie bin fees.
- Paperless tax bills – began meetings with Corporate Communications and I.T. to proceed
- 2019 Property Tax Year finalized; final reports prepared for auditors.
- 2020 interim property tax billing being produced pending approval of interim tax by-law at the January 14, 2020 Council meeting.

2019 Property Tax Adjustments		
Month 2019	**Supplementary Taxes ***	**Write-Offs ***
February	nil	-6,696
March	nil	nil
April	nil	nil
May	176,600	-12,234
June	1,260	-14,883
July	nil	-3,687
August	nil	nil
September	5,647	nil
October	7,700	-27,447
November	35,993	-5,495
December	2,244	-3441
Year End Accrual		-73,539
TOTAL	**$229,444**	**-$147,422**
2019 Annual Budget	**$200,000**	**-$120,000**

SPENDING AND VARIANCE ANALYSIS

None noted

REVIEWED BY

Recommended by the Department

André Morin
Director of Finance/Treasurer

Recommended by the CAO

Brent Kittmer
CAO / Clerk

MONTHLY REPORT

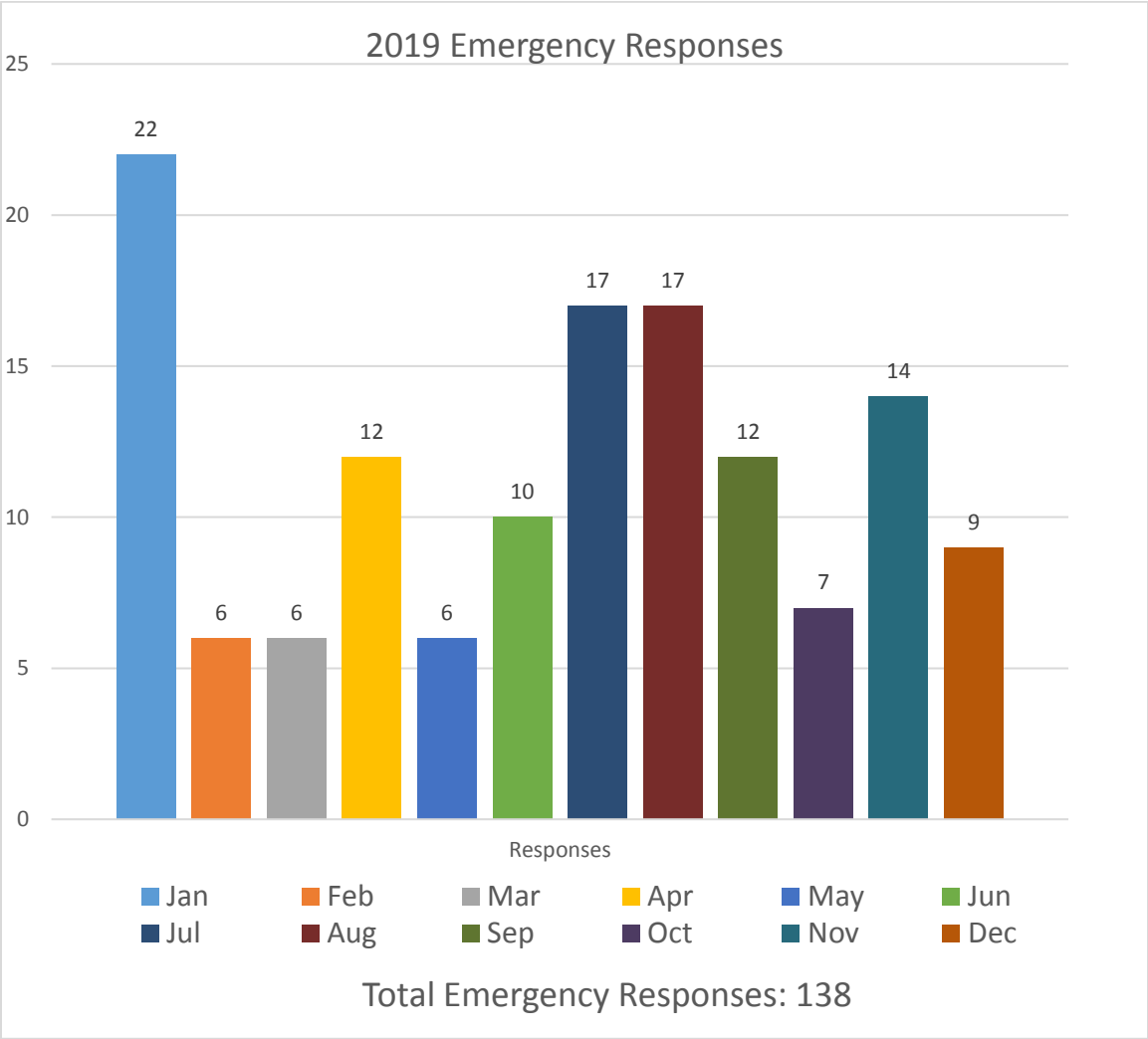
To:	**Mayor Strathdee and Members of Council**
From:	**Emergency Services / Fire Department**
Date of Meeting:	**28 January 2020**
Subject:	**FD 01-2020 January Monthly Report (Emergency Services)**

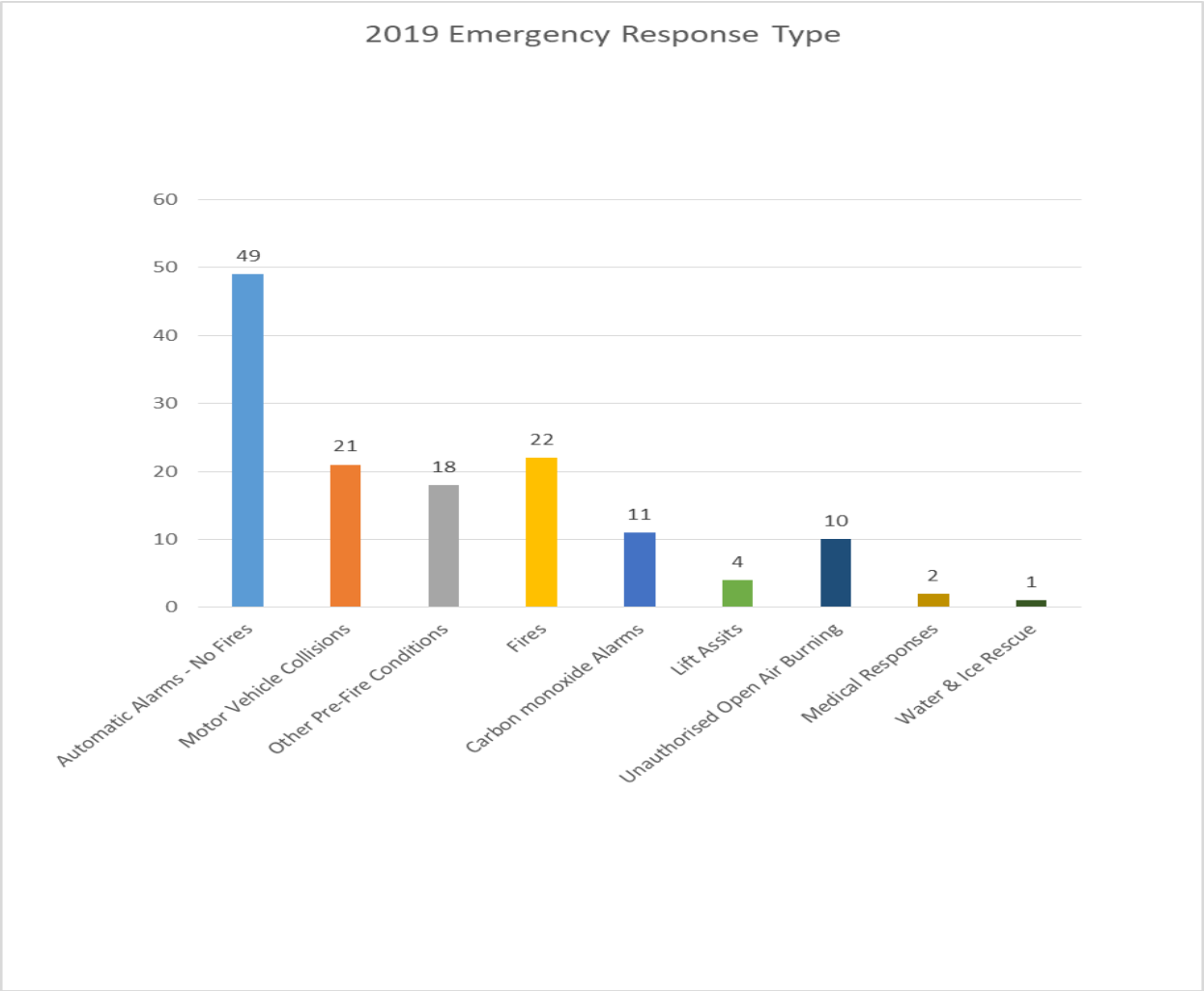
RECOMMENDATION

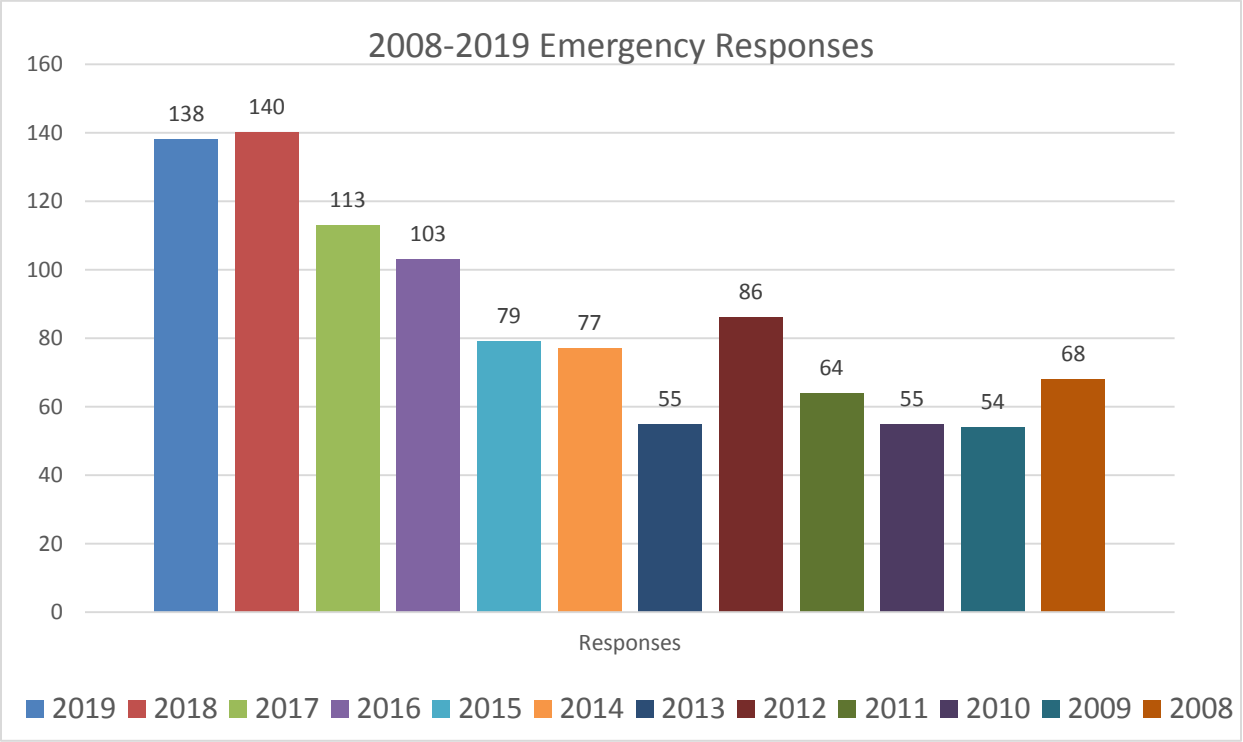
THAT FD 01-2020 January Monthly Report (Emergency Services) be received for information.

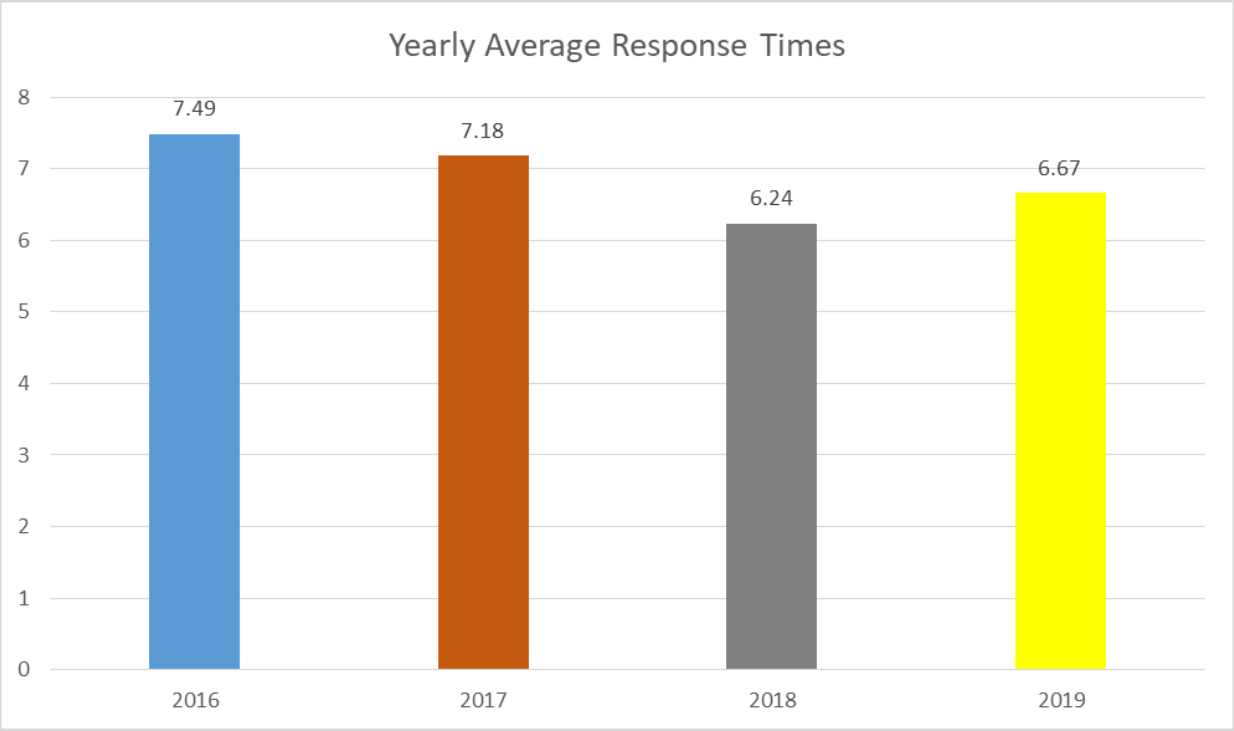
DEPARTMENTAL HIGHLIGHTS

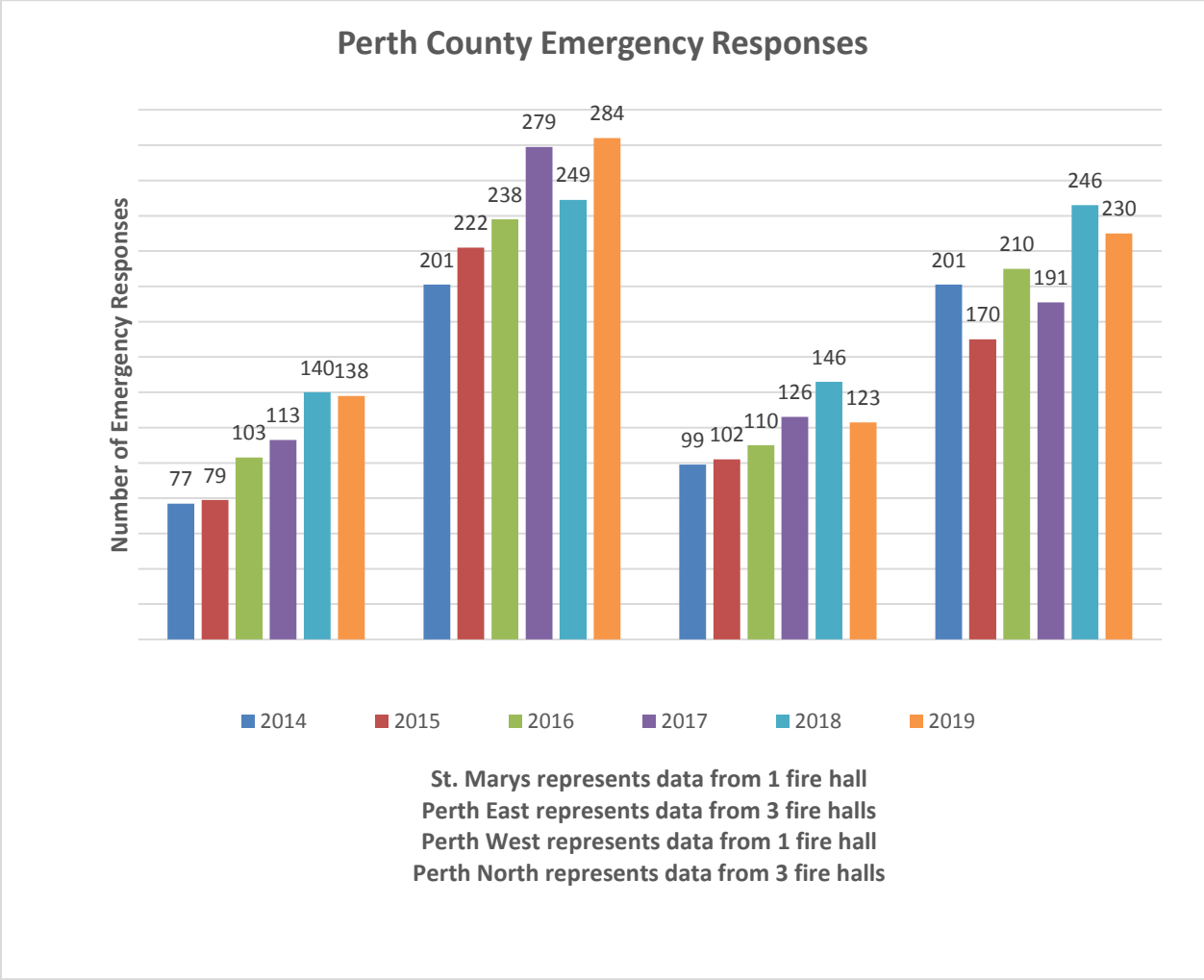
The St. Marys Firefighters responded to 138 emergency calls for service in 2019, compared to the record number of calls of 140 that was set in 2018.




2019 Emergency Response Type
60
50
40
30
20
10
0
49
21
18
22
11
4
10
2
1
Automatic Alarms - No Fires
Motor Vehicle Collisions
Other Pre-Fire Conditions
Fires
Carbon monoxide Alarms
Lift Assits
Unauthorised Open Air Burning
Medical Responses
Water & Ice Rescue


2008-2019 Emergency Responses
160
140
120
100
80
60
40
20
0
138
140
113
103
79
77
55
86
64
55
54
68
Responses
2019 2018 2017 2016 2015 2014 2013 2012 2011 2010 2009 2008


Yearly Average Response Times
8
7
6
5
4
3
2
1
0
7.49
7.18
6.24
6.67
2016
2017
2018
2019


Perth County Emergency Responses
Number of Emergency Responses
77
79
103
113
140
138
201
222
238
279
249
284
99
102
110
126
146
123
201
170
210
191
246
230
2014
2015
2016
2017
2018
2019
St. Marys represents data from 1 fire hall
Perth East represents data from 3 fire halls
Perth West represents data from 1 fire hall
Perth North represents data from 3 fire halls

Average attendance of firefighters per emergency response call for 2019 – 18

Fire Chief attended 29 emergency responses alone.

During the month of January (01 January – 17 January 2020) the Fire Department responded to 2 emergency responses most notably:

- Pre Fire – 1 Suspicious odor (St. Marys)
- Fire – St. Marys

Year in Review 2019

During the year of 2019 Brian Leverton (Chief Fire Prevention Officer) accomplished the following:

Inspections

- 4 complaint
- 7 occupancy load
- 4 licensing
- 53 Follow up and ongoing
- 10 Safety Concern
- 2 vulnerable occupancy fire drill, and 2 inspections
- 4 Fire Drills
- 48 Requests
- 109 Routine
- 21 Site visits (request for clarification regarding Ontario Fire Code)

262 Total

Public Education

Displays at Farmers Market, Stratford Home Show, Independent Grocery store (Fire Prevention week), 6 fire safety briefings to Seniors, Fire Prevention Week activities, Fire Department open house, various articles in the Independent Newspaper, Child reading program at Little Falls Public School.

- Smoke and CO alarm home safety survey (fire fighters with fire prevention)
- Annual Door to Door Campaign
- 3 fire extinguisher training sessions

Programs

- Smoke and CO alarm loaner programs (For residents and tenants that currently do not have proper alarms, they have 10 days to contact fire prevention for inspection of new alarms and replace ours or be invoiced) 6 people were found in noncompliance due to safety concern or smoke/CO alarm home visits. All replaced and returned loaners.
- Three people were charged with disabling a smoke alarm ($360 fine)
- Fire Chief for the day - One grade 3 child from Little Falls Public School was selected from a coloring contest and received tour of Fire Hall, meeting with the Mayor, pizza lunch for their classes and a fire truck ride back to the school
- 32 lockbox installation total

Personnel

Firefighter Chris Delbridge retired on the 29th of November 2019.
Firefighters Cary Theal, Chris Otten and Daryl Brine resigned.

Four Firefighters (Phil West, Justin Dundas, Chris Primeau and Darcy Robinson) were promoted to newly created positions of Fire Lieutenant on the 1st of September 2019.

Training

- Ice Water Rescue Training
- NFPA 1041 Fire Service Instructor Level I course (3 personnel)
- NFPA 1021 Fire Officer Level I course (3 personnel)
- Advanced Auto Extrication Course
- Shore Base Water Rescue Training
- Red Cross Standard First Aid & CPR/AED Level C
- Red Cross First Responder & CPR - BLS
- E-One HP 75 Training
- Queen Street West Fire House training
- Fire Officer Refresher training

2019 Fire Master Plan

The 2019 Fire Master Plan identified 42 priority recommendations. Staff has successfully addressed 30 of 42 priorities. The following has been completed:

- 16 Completed - 14 High Priority, 2 Medium Priority
- 14 No Change - Continue with programs

Highlights

Fire Department Community Report 2016-2018
Fire Department regulating By-Law 78-2019
Purchased 2019 E-One HP 75 Aerial ladder Truck
Fire Hall Expansion project
Hosted Mutual Aid Meeting
Water Rescue/Trestle Event
Water Ball Games
Door to Door Campaign, Smoke & CO alarm survey
Annual Table Top Exercise/Emergency Response Plan review
Scrap Metal Clean up, Annual FD Breakfast & Pigtail Dinner
Canada Day Parade, Santa Claus Parade, Teddy Bear Reunion

SPENDING AND VARIANCE ANALYSIS

The Fire Department is receiving a grant from Enbridge Gas for $7,500 to purchase the following equipment:

- Smartdummy rescue mannequin for $2926 (AJ Stone)
- Case Commander Incident Command System Passport edition Accountability Board for $2750 (AJ Stone)
- LA Gear Grid Drying system $1892.49 (1200 Degrees formally Darch Fire)

A Cheque to be issued in April 2020

REVIEWED BY

Recommended by the Department

Richard Anderson
Director of Emergency Services/Fire Chief

Recommended by the CAO

Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Human Resources**
Date of Meeting:	**28 January 2020**
Subject:	**HR 01-2020 January Monthly Report (Human Resources)**

RECOMMENDATION

THAT HR 01-2020 January Monthly Report (Human Resources) be received for information.

DEPARTMENTAL HIGHLIGHTS

Recruitment

- Currently recruiting for a Corporate Communications Specialist, Firefighters, and a Library CEO.
- Completed the recruitment process for two Before & After School Program Assistants, Supply Staff and an EarlyON Coordinator at the ELC.
- With the help of the Senior Leadership Team, planning for the seasonal summer staffing needs.
- Working with the building department to compare the departmental needs with staffing needs with respect to the vacant Building and Development Coordinator position.

Staff Engagement/ Training

- Working with STEAM to create and promote a winter/spring wellness activity in place of the step program.
- Conducted Employee Self Service & Electronic Timesheet Training for new Team Members.

HR Systems

- Facilitating the annual Performance Review Process for all full and part time staff. This year a new shorter (one-page) appraisal document will be available for applicable staff.
- Welcomed a second year student mentee from Fanshawe College into HR department for a 12-week mentorship program.
- Creating a five-year Human Resources work plan.

Health and Safety

- Compiling and preparing to present a review of the annual health and safety statistics for 2019.
- Continuing work with the sub-committee of the Joint Health and Safety Steering Committee to revise the Health and Safety policy which is the overarching document for our Health and Safety program.

Payroll and Benefits

- Attended a Benefit Consortium meeting
    - 2020 Renewal – zero budget impact

    - Psychology increasing to $1,000 per year, effective January 1, 2020
- 2019 Year End closure in Easy Pay & InfoHR.
- 2020 Set up in Easy Pay & InfoHR.
- Beginning T4/T4A processing for 2019.
- Working on completing the OMERS Year End.

Miscellaneous

- Met with representatives from the Huron Perth Public Health to review possible locations for a sharps disposal unit. The Town Hall/Library area of downtown was determined to be the preferred area. Within that area, both discrete and highly visible options were identified. Additionally, staff gave the representatives a tour of some of the Town's programming space as the Health Unit may be considering re-locating one of their twice a month sexual health clinics to increase the clinic's visibility to the public.

Library Services

- Attended the Friends of the Library Annual General Meeting. Gave a verbal update on 2019 Library accomplishments to the group.
- Two passes for River Valley Tubing will be available for public circulation very shortly.
- March Break and Movies in the Park programing are being worked on with dates to be released soon.
- New furniture was purchased and installed in the workspace behind the circulation desk. This will potentially allow staff to relocate within the building to increase internal efficiencies.
- Completed a one-day training session on the dynamics of personality and how it effects workplace interactions.

Adult Learning

- Work on the annual business plan is underway.
- While on track to reach annual targets, initiatives to reach new learners are underway. Staff have started reaching out to local schools as a way to access parents who may benefit from the program.
- Creating a one page information/frequently asked questions document to help educate staff in other departments and the public on what the program offers. This should help the public better understand the services offered compared to their specific learning needs.

SPENDING AND VARIANCE ANALYSIS

None to report.

REVIEWED BY

Recommended by the Department

Lisa Lawrence
Human Resources

Recommended by the CAO

Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Public Works**
Date of Meeting:	**28 January 2020**
Subject:	**PW 07-2020 January Monthly Report (Public Works)**

RECOMMENDATION

THAT PW 07-2020 January Monthly Report (Public Works) be received for information.

DEPARTMENTAL HIGHLIGHTS

General Administration

- Green Committee – committee meetings moved to the fourth Wednesday of each month
  - PW 05-2020 Public Seedling Transplant Location
  - PW 06-2020 Tree Donation Policy
- Re-organize procurement tracking procedures and follow
- Reviewing current donation practices for parks and trail programs – information to be provided to Council at a later date
- 2019 Year End Billing (external snow removal, Perth County Sand/Salt usage/Perth South MHSW, etc.)

Environmental Services (Water & Wastewater)

- Rehabilitation of the Supernatant wet well has been substantially completed and returned to service
- By-pass valve for WPCP has been replaced eliminating a high inflow source to the Wastewater system
- Sanitary sewer repair for 621 Queen Street East completed by Lavis

Solid Waste Collection, Management & Landfill

- Landfill Environmental Assessment Report has been updated and pending second submission for Ministry review and comment
- Completed Manager of Landfill Operations Training with SWANA
- Solid Waste Management By-law comes into effect January 1, 2020
  - Notification was sent to companies with landfill accounts, and signs were placed at the site to inform users of the changes
- 2019 Landfill Statistics
  - Number of Tickets: 24,537 to 31,025 = 6,488 tickets
  - Waste Received:

Waste Type	Weight (tn)	Weight (%)
Asbestos	1.79	0.02%
Asphalt/Concrete	3.78	0.04%
Brush	115.61	1.15%

Clean Fill	3,476.84	35.56%
Construction/Demo	345.76	3.44%
Contaminated Soil	0.75	0.01%
E-Waste	5.67	0.06%
General Recyclables	21.81	0.22%
Gravel	225.90	2.25%
Hazardous Waste	6.97	0.07%
Industrial Solid Waste	3,195.83	31.77%
Leaf and Yard Waste	143.17	1.42%
Municipal Solid Waste	802.81	7.98%
Bluewater – Municipal	1,396.83	13.89%
Perth South (MHSW)	8.94	0.09%
Shingles	108.40	1.08%
Steel	10.89	0.11%
Unsorted Waste	6.10	0.06%
Wood Waste	177.91	1.77%

Public Works Operations (Roads & Sidewalks)

- Fleet maintenance
- Winter Operations
  - Snow removal activities
  - Early Patrol in effect until May 1
- RFP-PW-01-2020 Supply and Delivery of a Vacuum Sweeper (closes Feb. 4, 2020)
- Organization of Street Light Fixture container
  - Racking installed, Parts sorted
- Building Chipper Box cover for new T60 One Tone Truck
  - Additional Chassis length should allow for longer duration between dumps during trimming activities
- Storm drain clearing / maintenance
- Hauling of yard waste, brush wood grinding and cover material from MOC to landfill

Parks, Trails, Tree Management & Cemetery

- Winter Lights Program complete as of January
  - Lights turned off on January 6, 2020, takedown after January 7, 2020
  - Significant increase in donations
- 2019 Fall Tree Planting
  - Fall tree planting did not occur as a result of early snowfall
  - Trees have been procured for a spring planting to meet 2019 tree planting commitments
  - Tree planting will occur at the Thomas Street gravel pit to complete the final steps to rehabilitate the location
- Meadowridge & Southvale Tree Removals
  - Nine (9) trees removed as opposed to the thirteen proposed in PW 55-2019
  - Eleven (11) trees pruned to improve illumination levels
  - Tree planting, 1:3 to occur in the spring when weather conditions permit and trees become available
- 2019 Cemetery Statistics:
  - 50 Cremations (12 in Columbarium, 38 Cremation burial)
  - 28 Traditional Burials (1 steel, 15 cement, 1 oversize cement, 11 no vault)
  - 19 of the burials occurred on a Saturday
- Trails – Dog Bag Receptacles
  - Vet Purchasing having difficulty sourcing dog bags
  - Staff to investigate supplier and costs

    - Potential need for additional sponsorship to continue program

Engineering, Asset Management & Capital

- Internal Asset Management Group review and update of asset listings
- Finalizing AMP Municipal Action Plan with Hemson Consulting through AMPitUp2 program
- Preparing for 2019 year-end asset entries
- Annual updates to GIS layers
- Various new development file reviews
- Finalizing update of Engineering Design Guideline document
- Egan Ave Reconstruction
    - Finalizing design
    - Developing tender for February tender
    - Preparing for public open house
- Church Street Bridge
    - Coordinating stone donation from St. Marys Cement
    - Finalizing tender documents for February tender

SPENDING AND VARIANCE ANALYSIS

7180 – Forestry – Positive Variance

- 2019 Actuals appear to be trending within Budget allocations,
    - First year since 2014 that Forestry is projecting to be within allocated total budget
- Suspect Contributing factors:
    - Quadrant pruning program, systematic approach to pruning
        - Less emergency call from storm damage
        - Reduce damage claims
        - Improved canopy health
    - Internalization of stump grinding program
    - Trend Analysis used since 2016 for Budget development
    - Budget allocations for removals vs pruning
    - Final removals of Ash trees complete due to emerald ash bore

3400 – Street Lighting – Positive Variance

- 2019 Actuals appear to be trending within Budget allocations,
    - Suspect Contributing Factors:
        - Defect in shorting caps for LED lighting corrected
        - Work Order System full implementation with sub-contractor
            - Public Works Operators can identify defects during roads patrols
            - Repair works can be pooled to reduce mobilization costs of sub-contractor
        - Centralization of parts depot at MOC
        - Budget Allocations for fixture repair, replacement parts and conductor replacement
        - Close communication between Public Works staff and Festival Hydro staff to understand capital needs and align & budget for projects
        - Testing alternative replacement fixtures to provide greater competition from suppliers.

REVIEWED BY

Recommended by the Department

Jed Kelly
Director of Public Works

Recommended by the CAO

Brent Kittmer
CAO / Clerk

INFORMATION REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	28 January 2020
Subject:	**PW 01-2020 Water Pollution Control Plant Update**

INFORMATION

This report presents Council with information on the Water Pollution Control Plant (WPCP) related to reserve hydraulic capacity, completed and projected infrastructure projects and financial planning.

RECOMMENDATION

THAT Report PW 01-2020, Water Pollution Control Plant Update be received for information.

BACKGROUND

In circa 2012, the Town identified an increase in flows being received at the WPCP where more than 80% of the design rated capacity was received. As such, the Town began the process of an Environmental Assessment to re-rate and expand the facility. At the same time, the Town also developed and began completing various Inflow and Infiltration activities to reduce contributing flows to the WPCP.

As works progressed, and modest flow decreases were recorded in subsequent years, it was determined that an expansion of the WPCP would not be required over the useful life of the Environmental Assessment and that efforts would be better directed to optimizing existing infrastructure. In circa 2014, efforts were refocused to an Optimization Study of the WPCP along with continuing Inflow and Infiltration efforts.

In circa 2016, the Optimization Study of the WPCP was completed which identified various constraints, and processing limits for the facility to help manage operations and future needs.

Since 2012, many aspects to the wastewater facility has changed such as effluent strength loadings, inflow and infiltration activities, capital works, etc. This report is intended to provide Council with a high level update of where the facility is today, projected capital requirements in the future and financial planning to achieve those requirements.

REPORT

This report is intended to provide a high level update regarding the status of the WPCP and the future facility expansion. The following sections provide an overview of key factors such as hydraulic reserve capacity, recent capital works, planned capital works and financial planning for the WPCP. This report represents information available to staff at the time of the report, and has been developed using best available information. Information detailed within this report, such as future projects and costing are presented as estimates only for updating Council and facilitating discussion purposes and should not be interpreted as final or concrete.

<u>Reserve Hydraulic Assessment</u>

The position of the Province is that the number of lots in approved plans of subdivisions, developments committed by virtue of approved zoning, new official plans or site specific official plan amendments, should not exceed the design capacity of the sewage or water system. As such, the Town utilizes the Provincial Procedure ***"D-5-1, Calculating and Reporting Uncommitted Reserve Capacity at Sewage Treatment Plants"*** for monitoring and tracking the Town's remaining available capacity at the WPCP.

As of January 2020, Town staff have updated the reserve hydraulic capacity assessment for the WPCP and can be referenced herein as Attachment No. 1.

As of January 2020, the WPCP is operating at 78% of its approved average daily flow (3-year average) with 442 m^3 committed for residential developments (383 building lots), 318 cubic metres held in reserve for Industrial, Commercial and Institutional (IC&I), 278 m^3 (5%) being held in reserve as a design margin and 190 m^3 remaining in available, uncommitted reserve capacity.

The Ministry of Environment, Conservation and Parks (MECP) recommends that facility expansion plans be considered once average daily flows reach 80% of the facilities design rated capacity.

As the Town continues to grow and develop, reserve capacity at the WPCP will be depleted, and the facility will require an expansion. The timeframe for when an expansion is based on several factors, and staff continue to work at prolonging the use of existing systems and minimizing capital requirements in the future all while being mindful of development within the Town. However, it is anticipated that as flows continue to approach the 80% threshold, the Town could be considering facility expansion in as little as three (3) years (i.e. three consecutive years at or above 80% capacity) and is likely within the next 5-10 years.

<u>Water Pollution Control Plant Expansion Projections</u>

Since 2014, the Town has undertaken significant works at the WPCP to either enhance, replace or defer capital infrastructure projects in an effort to move the system towards financial stability while building towards the future.

In 2012, it was initially suggested that up to $10 million was required to expand the WPCP. Since that time, the Town has undertaken several efforts and undertakings to better determine the scope of work required.

As of 2019, the Town has completed a little more than $800,000.00 in infrastructure projects at the WPCP that were identified in 2012 for expansion or maintenance. Additional works through the Optimization Study identified up to $2.9 million that would not likely be required and that available capacity may remain in the final clarifiers.

Additionally, in 2016 a process change allowed the Town to decommission the aging digesters and compressor system further eliminating planned costs.

Through the Clean Water and Wastewater Fund (CWWF), staff have completed the design and cost projections for the Grit Removal System and Administration Control building for the facility. The CWWF grant allowed staff the ability to review the current system, assess area facilities, equipment and processes and develop a plan for the future that will not only meet or exceed our treatment requirements, but also improve air quality surrounding the facility by enclosing, capturing and treating air and odours from the system processes. This portion is now a shovel ready project that is being targeted for grant opportunities and represents one of the more major infrastructure requirements, and costs at the facility.

Attachment No. 2 – Updated Expansion Projections for the Water Pollution Control Plant provides an informational update on estimated expansion needs identified in 2012 compared to similar needs as of 2019.

<u>Financial Planning for the WPCP</u>

As the Town continues to grow, the ability to fund and maintain infrastructure upgrades at the WPCP will be important. As such, in 2019, the Town completed the first Wastewater System financial plan that identified a revenue generation model that aims to meet the rate of replacement for wastewater infrastructure. This approach identified a 2.4% annual increase in rates from 2019 through 2028. Additionally, as part of the system financial assessment and rate development, staff has projected and allocated a debenture payment starting in 2025 to be utilized in combination with wastewater reserves aimed to fund WPCP expansion efforts with minimal impact to system users.

SUMMARY & IMPLICATIONS

This report has been provided to update Council regarding the current status of the Water Pollution Control Plant (WPCP) with regards to reserve hydraulic capacity, projected expansion related requirements at the WPCP and system financial planning. It is intended to provide current information to Council as well as detail works which have been completed or are now projected for completion in the coming years as required.

There are no implications as a result of this report at this time.

STRATEGIC PLAN

☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.

- Pillar # 1 – Infrastructure, Developing a Comprehensive and Progressive Infrastructure Plan:
    - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.
    - Tactic(s): Identify immediate needs in the community.
    - When developing the annual capital plan, have regard for infrastructure needs identified in the asset management plan before considering new builds or renovations that represent significant service level improvements.
    - To support the asset management plan, complete a financial analysis of the Town's ability to pay to establish a minimum capital budget threshold to be budgeted for each year (either in actual spending or put into reserve).
- Pillar # 1 – Infrastructure, Granting Readiness:
    - Outcome: With a change in the federal government, which has signaled a desire to fund infrastructure projects, it will be vital that the Town be in a state of readiness to compete for much needed infrastructure funding.
    - Tactic(s): Establish a nimble foresight approach to capital initiatives that creates a project inventory and plans to meet new grant opportunities. Assign a lead staff person for this task.

OTHERS CONSULTED

Jed Kelly, Director of Public Works – Town of St. Marys

ATTACHMENTS

Attachment No. 1 – Hydraulic Reserve Capacity Assessment, January 2020

Attachment No. 2 – Projected Capital Expansion list (2019)

REVIEWED BY

Recommended by the Department

Dave Blake, C.E.T.
Environmental Services Supervisor

Jed Kelly
Director of Public Works

Recommended by the CAO

Brent Kittmer
CAO / Clerk

DRAFT FOR DISCUSSION

HYDRAULIC RESERVE CAPACITY ASSESSMENT

WATER POLLUTION CONTROL PLANT - 309 THOMAS STREET, ST. MARYS, ON

TOWN OF ST. MARYS - PUBLIC WORKS DEPARTMENT

DATE OF REVISION: January 8, 2020

ST. MARYS WATER POLLUTION CONTROL PLANT - 309 THOMAS STREET, ST. MARYS, ON

1	Design capacity of the STP [a]	5,560	m^3/day
2	Average daily flow [b]	4,332	m^3/day
3	Reserve capacity [(1)-(2)]	1,228	m^3/day
4	Equivalent population served [c]	7,265	No. persons
5	Serviced Connections[d]	3,035	No. Connections
6	Average daily per capita flow [(2)-(IC&I daily Flow)/(4)][k]	0.48	m^3
7	Additional population [(3)-(12)-(13)/(6)]	1312	No. persons
8	Persons per unit [(4)/(5)]	2.39	No. persons
9	Additional units that can be served [(7)/(8)]	548	No. households
10	Committed residential development [e]	383	No. households
11	Committed residential development	442	m^3/day
12	Committed IC&I Development	318	m^3/day
13	Design Margin [(1)*5%][g]	278	m^3/day
14	**Uncommitted reserve capacity [(9)-(10)]**	**165**	**No. households**
15	**Uncommitted reserve capacity [(3)-(11)-(12)-(13)][f]**	**190**	**m^3/day**

COMMITTED RESIDENTIAL CAPACITY WITHIN THE TOWN OF ST. MARYS[h]

Item	*Development*	*# Units*	*Units Remaining*	*% Built*	*m^3/day (Avg Day)*	*L/Sec (Avg Day)*
RC1	Meadowridge Phase IV	96	1	99%	1	0.01
RC2	Emily Street - Thamescrest	33	9	73%	10	0.12
RC3	201 James Street South	10	6	40%	7	0.08
RC4	Westover Place	40	9	78%	10	0.12
RC5	Stoneridge Phase II	73	46	37%	53	0.64
RC6	ThamesCrest Phase II	233	233	0%	269	3.23
RC7	188 Queen Street West	6	6	0%	7	0.08
RC8	275 James Street South	24	24	0%	28	0.33
RC9	Egan Ave (Pending)	49	49	0%	57	0.68

COMMITTED IC&I CAPACITY WITHIN THE TOWN OF ST. MARYS

IC1	500 James Street South[j]	1	1	**0%**	273	3.28
IC2	Landfill[i]	1	1	**0%**	30	0.36
IC3	100 Water Street South	1	1	**0%**	15	0.18
Total Committed Capacity (Res.):		**564**	**383**	**32%**	**442**	**5.30**
Total Committed Capacity (IC&I):		**2**	**2**	**0%**	**318**	**3.82**

NOTES:

(a) As per MOE Certificate of Approval No.4934-AH9S98, dated February 24, 2017

(b) Based on previous three (3) year raw water flow data in accordance with Procedure D-5-1.

(c) As per 2016 Census data reported for population within the Town of St. Marys, population growth of 1% per annum in accordance with the Town of St. Marys Official Plan, October 1987 (Consolidated October1, 2007)

(d) Number of services connections as determined by number of water meters within the Town as provided by Festival Hydro - January 2018

(e) Committed residential development based on approved plan of subdivision(excluding any ICI developments) as of March 6, 2018

(f) Note: Above based on hydraulic considerations only (e.g., consideration should also be given to organic reserve capacity).

(g) A design margin of 5% of the WPCP Average daily capacity is being held as a contingengy to allow for annual fluctuations in the average daily flow experienced at the WPCP. The value is being held as a buffer to accommodate design / construction activities for WPCP expansion without overcommitting the facility.

(h) Within the Town of St. Marys, capacity is deemed to have been committed to a development when draft plan approval is granted or Site Plan approval is granted. Policy in accordance to Procedure D-5-1, Calculating and Reporting uncommitted Reserve Capacity at Sewage and Water Treatment Plants

(i) Leachate Treatment and Disposal Alternatives, St. Marys Landfill Site - Conestoga Rovers & Associates, February 1992 (Leachate projection to be updated based on current EA for Landfill Expansion

(j) 273 cubic metres per day historical average daily flow for facility located at 500 James Street South. Flow values from the former facility are carried forward in flow projections as operations could resume in current building (Municipal Class Environmental Assessment for Water System Upgrades - Screening Report, B.M. Ross and Associates Limited, July 12, 2016)

(k) **830** Average daily flow per day contributed to the system from large IC&I water users. Value is removed from the per capita calculation in Accordance with Note 1 of Procedure D-5-1..

DISCLAIMER: Information presented herein is understood to be factual and correct and the Town or their agents shall not be held liable for inaccurate or improper data relied upon herein.

ATTACHMENT NO. 2

COUNCIL REPORT: PW 01-2020 WATER POLLUTION CONTROL PLANT UPDATE

UPDATED EXPANSION PROJECTIONS FOR THE WATER POLLUTION CONTROL PLANT

309 THOMAS STREET, ST. MARYS, ONTARIO

	2012 Expansion Estimate				2019
Item	**Maintenance Costs**	**Capacity Increase Costs**	**Total**	**Notes**	**Updated or Incurred ($)**
1 - General Works					
Complete Class EA Complete Design Report CofA Application Design Efforts Contract Docs & Site Works	$ -	$ 850,000.00	$ 850,000.00	EA Process Started in 2013, abandoned in 2014. Optimization Study completed. Estimated that 50% of design and contracts completed to date.	$ 100,000.00 (estimate - Incurred) $ 400,000.00 (estimate - Future)
2 - Administrative Building					
Replace Windows New Roof and Heating Replace Flashing New HVAC System Updated Lab and Building Addition	$ 540,000.00	$ 60,000.00	$ 600,000.00	Scope of work changed. Building proposed to be demolished and rebuild to house staffing compliment for water and wastewater. Design completed in 2019.	$ 1,183,100.00 (Construction estimate)
3 - Original Digester Building					
Replace Roof and Flashings Rebuild Compressor Clean Digester Referbish Gas system	$ 390,000.00	$ -	$ 390,000.00	Process modification eliminated this requirement. Roof Replaced in 2016 and Compressor decommissioned in 2016.	$ 60,000.00 (Digester Roof) $ 7,000.00 (Compressor)
4 - New Aeration Basin					
Excavate and Construction of new aeration basin	$ -	$ 510,000.00	$ 510,000.00	Optimization Study noted likely constraint related to the Bio-reactors (includes aeration basins) that would require additional capacity.	$ 600,000.00
5 - New Turbo Blower(s)					
Blowers, Piping, Valves Electrical Service	$ -	$ 580,000.00	$ 580,000.00	One (1) Turbo blower installed in 2014 2nd Unit required in future	$ 250,000.00 $ 300,000.00
6 - UV Disinfection Addition					
Concrete, Piping, grating UV System and Controllers Electrical	$ -	$ 710,000.00	$ 710,000.00	No Change proposed at this stage, updated assessments of UV system not completed.	$ 710,000.00
7 - Solids Removal, Clarifier, Filter					
Concrete, mechanisms, pumps Piping, RAS pumps Electrical Area, building, filter, pumps,	$ 429,000.00	$ 2,393,600.00	$ 2,822,600.00	Stress Testing through Optimization Study confirmed clarifer capacity of 23,500 cubic metres (peak) and 18,529 cubic metres (MDF)	$ -
8 - Sludge Thickening					
Concrete, building new thickener, EQ Tanks Pumps, HVAC, Electrical Relocations	$ -	$ -	$ -	Installed new Sludge loading pump circa 2016 no further work identified at this point	$ -
9 - Lystek Capacity Increase					
New Centrifuge New Boiler EQ & Pumps, Reactor, Mixing Electrical, Odour Control Feed Pumps / piping	$ -	$ -	$ -	No Capacity Increase required Runtime increases will be required as facility grows new, larger steam boiler will be required at a future date	$ 40,000.00 (Boiler)
10 - Sludge Storage Building					
Excavation & Backfill Relocate flare Gas line Concrete, Hatches, etc.	$ -	$ -	$ -	No works required at this stage	$ -
11 - Raw Sewage Pumping					
Pumps, Starters, piping, valves Lighting, Windows, Meters Ventilation, Electrical	$ 11,200.00	$ 148,000.00	$ 159,200.00	Scope Modification Install 4th pump for capacity ventilation Upgrade	$ 150,000.00
12 - Detritor (Grit Removal System)					
Expand Grit Removal System Remove Partial Flume Concrete Repairs Refurbish Existing System Install new Comminutor Install Odour Control System	$ 56,400.00	$ 883,600.00	$ 940,000.00	Scope Changed Demolish existing open air Detritor Construct enclosed Vortex Grit Removal system with Biological odour control system Design completed - 2019	$ 150,000.00 (Design Engineering) $ 2,622,500.00 (Construction Est)
13 - Sludge Pumping					
Pumps & Electrical Odour Control	$ -	$ 155,000.00	$ 155,000.00	Completed 2016 New Pump and building installed	$ 250,000.00
14 - System Control Works					
Additional Effluent Flow Equip. Increase emergency bypass SCADA Programming Startup, Commissioning, Inspections Project Management	$ 63,000.00	$ 837,000.00	$ 900,000.00	No changes noted Project Management & Inspections to be procured through RFP Estimate decreased to reflect works already Completed	$ 750,000.00
15 - Contingency Allowance					
	$ 184,280.00	$ 881,715.00	$ 1,065,995.00	Contingency value updated based on current available information	$ 684,000.00
Totals of Estimates (2012):	**$ 1,673,880.00**	**$ 8,008,915.00**	**$ 9,682,795.00**		

Total Works Completed to Date:	**$ 817,000.00**
Total Works Currently Projected for Expansion [Pre-Environmental Assessment] (excluding Contingency Allowance and Tax):	**$ 6,755,600.00**
Contingency Allowance (10% estimate):	**$ 684,000.00**

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	28 January 2020
Subject:	**PW 02-2020 Inflow and Infiltration Program**

PURPOSE

The purpose of this report is to provide Council with the proposed framework of the 2020 Inflow and Infiltration program for consideration and approval.

RECOMMENDATION

THAT report PW 02-2020 Inflow and Infiltration Program be received; and

THAT Council authorize the additional hiring of two contract staff to assist in the program administration in 2020 as proposed; and,

THAT Council approve the development of an eaves trough disconnection rebate program of $50.00 per eligible downspout disconnection up to a maximum of $200.00 per property for the 2020 calendar year; and,

THAT Council approve the development of a sump pump disconnection rebate program of $350.00 per eligible disconnection for the 2020 calendar year; and,

THAT Council allocate approximately $60,000.00 of the program funding to the rebate program in 2020 to be administered on a first come first serve basis contingent on remaining program funds.

BACKGROUND

Inflow and infiltration is when clear water (groundwater or stormwater) enters the sanitary collection system requiring treatment at the wastewater treatment plant. This is important because the sanitary system is designed to be a separate system from stormwater and is not designed to handle groundwater and surface water. Elevated levels of Inflow and Infiltration can lead to backups, basement flooding, collection system capacity issues, increased treatment costs and premature expansion requirements.

In 2013, the Town developed the framework for a comprehensive assessment aimed at reducing inflow and infiltration which enters the wastewater collection system. Since that time, the Town has been actively working with homeowners, contractors, etc. to identify, reduce or eliminate sources of Inflow and Infiltration from the system.

To date, the Town has completed the following aspects under the program:

- Sanitary system flow monitoring – March 2013
- Manhole inspection program (town wide) – December 2013
- Public Awareness campaign – Part 1 – July 2014

- Manhole dish installation program in flood areas - 2014
- Manhole rehabilitation program – October 2014
- Public Awareness Campaign, Part 2 – May 2015
- Sanitary sewer smoke testing, 32,000 linear metres – July 2015
- Valve replacement along riverbank at Wastewater Plant - 2019
- Precipitation monitoring program – ongoing
- CCTV video inspections of sewers – ongoing

Although the completed programs have yielded a varying degree of information and successes, the Town continues to incur significant inflow and infiltration of the sanitary sewer system. In 2019, the Town of St. Marys pumped an average of 3,113 cubic metres per day for the drinking water system, however was required to treat an average of 4,410 cubic metres per day at the sewage plant. This means that the Town is treating, on average, 1,300m^3 more flows at the wastewater facility than it provides to the system, primarily as a result of inflow and infiltration.

Additional works are required in order to not only identify point source contributors to inflow and infiltration, but to remove those sources from the system moving forward. This report provides the framework for the 2020 program specifically aimed to reduce point source contributions to inflow and infiltration.

REPORT

Based on works completed to date, it is staff's opinion that the major sources of inflow and infiltration to the Town's wastewater system occur on private property. Sources of inflow and infiltration on private property may be known or unknown to the property owners and this program aims to educate, promote and work with private property owners to identify and ultimately remove point sources of inflow and infiltration from the system (i.e. sump pumps, roof leaders, etc.).

As proposed, the program would consist of two aspects involving (a) Inspection and verification of connections and (b) Rebate program for disconnections.

In order to properly administer ***Part A*** of this program, the Town would require additional labour forces consisting of two (2) staff to be hired for a 4-month contract (May through August). An additional vehicle rental, advertising information and promotional materials would also be required. *See Financial Implications for proposed cost allocations under the program*. ***Part B*** of the program would consist of the creation of a rebate program that would be allocated as connections are identified and removed.

The proposed program would launch in mid to late spring with a comprehensive advertising campaign through social media and print sources to advise the public of the program. Direct mailers would be delivered to all properties around the start of May as part of a voluntary program, similar to historical lead testing programs administered by the Town whereby residents are requested to contact the Town directly to either report sources of inflow and infiltration or to schedule an inspection. Once reported, the contract staff in place would schedule an inspection and document findings. Should illegal connections be confirmed that are contributing to inflow and infiltration, property owners would be eligible for a rebate based on the findings following successful disconnection which could be completed either by an approved contractor, or by the property owner themselves. Due to the program being of a voluntary nature, Staff are projecting 10-15% response rate from residents. In the event that program response exceeds capacity, all information would be documented in a central database and would be prioritized for inspection. The program design aims to complete as many inspections as possible from May through August to identify point source I&I contributions, with the expectation that identified I&I sources may be disconnected at a later date. In such an event, program rebates would continue to be allocated past the end of August when staff levels are reduced so long as funds remain available for

the program. Rebate processing and final inspections would be completed by internal staff. The program as a whole would be evaluated in late 2020 to assess program response, rebate options, findings, etc. to determine if such a program should continue beyond 2020.

Rebate Program

Under the program, Staff propose the development and administration of a rebate program whereas property owners could be entitled to a rebate for the successful disconnection of a point source contributor to inflow and infiltration such as a sump pump discharging to the sanitary sewer system or eaves troughs draining into the sewers. As part of the program, the following are proposed for 2020:

Eaves Trough Disconnection Rebate

In the event of a confirmed connection between eaves troughs and the sanitary sewer, staff propose a rebate program of $50.00 per downspout connection with a maximum of $200.00 per property. In order to be eligible for the rebate, property owners would have to contact the Town to schedule an inspection to confirm a direct connection. Once confirmed, the property owner can either complete the works themselves or hire a contractor to complete the works. Following the disconnection, a final inspection would be completed of the works to confirm the disconnection which would entitle the property owner to the rebate based on the number of connections removed, up to the rebate maximum.

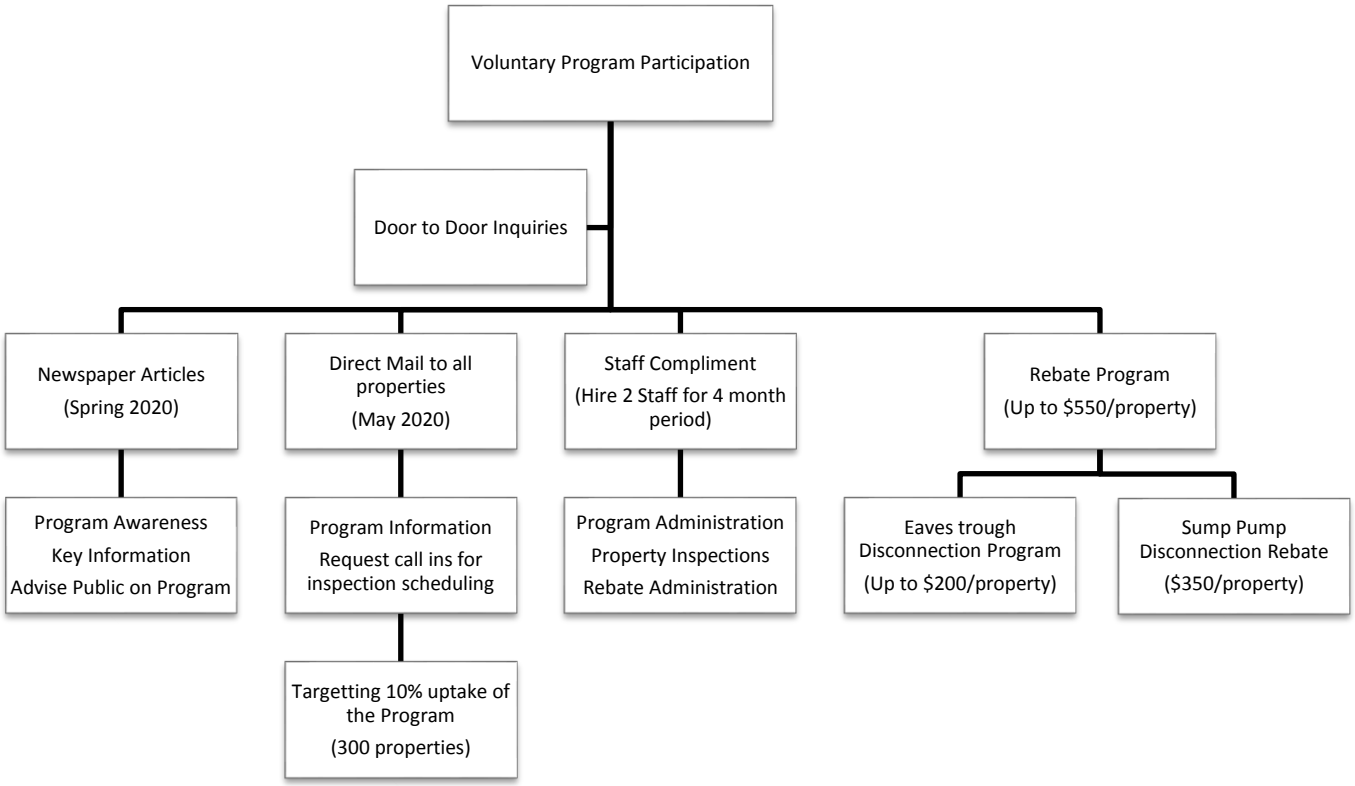
Sump Pump Disconnection Rebate

In the event of a confirmed connection between a sump pump and the sanitary sewer, staff propose a rebate program of $350.00 per property. In order to be eligible for the rebate, property owners would have to contact the Town to schedule an inspection to confirm the direct connection. Once confirmed, property owners can either complete the works themselves or hire a contractor to complete the works. Following the disconnection, a final inspection would be completed of the works to confirm the disconnection which would entitle the property owner to the program rebate.

In order to ensure reconnections do not occur following receipt of the rebate, a Release or Agreement would be executed that would require any funds received from the Town through this program for eaves trough disconnections or sump pumps be returned should a reconnection occur.

In the event that program uptake is beyond the program funding allocations for 2020, rebates would be administered on a first come first served basis until available funds are depleted. Should remaining confirmed sources of Inflow and Infiltration remain, Council could consider extending the program into subsequent years with additional funding allocations. In instances where underlying issues may be present that would prevent the disconnection of either eaves troughs or sump pumps (such as grading or drainage issues), alternative options would need to be considered when determining a suitable long term option that may fall outside of the proposed program at this time.

The following is a hierarchy illustration of the proposed program:



FINANCIAL IMPLICATIONS

This program received Pre-Budget approval from Council on November 19, 2019 for a program total of $100,000.00 to be incurred in 2020.

Based on the proposed program, cost allocations under the program would be estimated as follows:

1. Labour & Equipment $28,000.00
2. Vehicle Rental $2,000.00
3. Advertising / Direct Mail $5,000.00
4. Promotional Material / Services $5,000.00
5. Rebate Program Funding $60,000.00

The program shall be funded by a combination of Wastewater System Reserves and Development Charges based on the following break-down:

Wastewater System Reserve Contribution	$65,500.00
Development Charge Contribution	$34,500.00

SUMMARY

Based on the information detailed herein as well as the attached plan, it is staff's recommendation that Council approve the proposed scope of the Inflow and Infiltration program. By targeting point source contributors to Inflow and Infiltration, and providing the financial assistance required to remove those sources, it is staff belief that this program can yield positive results at reducing and eliminating I/I sources from the system.

STRATEGIC PLAN

☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.

- Pillar # 1, Infrastructure – Developing a comprehensive and progressive infrastructure plan:
    - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the needs of today and tomorrow. This will require a balance between building and regular maintenance.
    - Tactic(s): Develop a public engagement program to better inform residents of the Town's asset management strategies.

OTHERS CONSULTED

Jed Kelly, Director of Public Works – Town of St. Marys
Jeff Wolfe, Engineering and Asset Management Specialist – Town of St. Marys
Morgan Dykstra, Public Works Coordinator – Town of St. Marys
Jason Silcox, Building Inspector – Town of St. Marys
Renee Hornick, Operations Manager – Ontario Clean Water Agency
Adam McClure, Team Lead – Ontario Clean Water Agency

ATTACHMENTS

Not Applicable

REVIEWED BY

Recommended by the Department

Dave Blake, C.E.T.
Environmental Services Supervisor

Jed Kelly
Director of Public Works

Recommended by the CAO

Brent Kittmer
CAO / Clerk

MONTHLY REPORT

To:	**Mayor Strathdee and Members of Council**
From:	**Administration**
Date of Meeting:	**28 January 2020**
Subject:	**CAO 07-2020 January Monthly Report (CAO and Clerks)**

RECOMMENDATION

THAT CAO 07-2020 January Monthly Report (CAO and Clerks) be received for information.

DEPARTMENTAL HIGHLIGHTS

Municipal Efficiency and Modernization Review

- Invited Request for Quote process has been implemented as approved by Council. A request for quote was sent to 8 shortlisted consultants. The RFQ closes on January 28 with award to follow by February 5, 2020. A further update will be provided in the February monthly report.

Strategic Planning and Projects

- Community Transportation Project
  - Local Partnership Agreements is being reviewed by the Town's solicitor
  - RFP evaluation committee has met and shortlisted Voyago as the preferred provider for both the inter-city and intra-Perth project.
  - The City and the County will be requesting approval from their Council's to begin service agreement negotiations, followed by formal approval of the service agreement and local partnership agreement in late February by all parties.
- Serviced Industrial Land
  - Public Works has been assigned the lead on this project. With assistance from BM Ross and Associates, staff are currently evaluating a number of properties for their development potential. Once a preferred property is identified a report will be provided to Council. This is forecasted to occur in the late spring.

Intergovernmental Relations

- UTRCA Concerns
  - Meeting with Minister Jeff Yurek scheduled for 11:00 am on January 27 in Toronto.
- Perth District Health Unit Merger
  - Legislated merger took effect on January 1, 2020.
  - Transitional agreement have been put in place, and Huron Perth Public Health continues to work with Huron County to negotiate a land transfer agreement.
  - New cost sharing agreement has been finalized. Huron County has accepted the agreement.
- Community Safety and Wellbeing Plan
  - 6 proposals have been submitted. An evaluation committee will review on January 23 with the opportunity to interview proponents if needed.

Policy and Governance

- Smoking and Vaping By-Law presented on January 28 Council agenda for final approval
- Staff preparing a report to Council on the by-law enforcement approach to downtown parking in the winter months.
- Community Grant Program – Council reviewed 11 applications and provided a consensus on each. Final approval to be part of 2020 budget approval anticipated for March 2020.
- Working with Community Services to develop a standard operating procedure to guide the Clerks department involvement in special occasion permit requirements that affect the Town.

Land Sales

- 480 Glass Street (Junction Station)
    - Draft conditions have been developed and circulated to the purchaser.
    - Survey work of the property has been completed
- 481 Water Street South (McDonald House)
    - Draft conditions have been developed and circulated to the purchaser.

SPENDING AND VARIANCE ANALYSIS

- Survey work for 480 Glass Street has been completed at a cost of $2,900 plus taxes.

REVIEWED BY

Recommended by the CAO

Brent Kittmer
CAO / Clerk

FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Jenna McCartney, Deputy Clerk
Date of Meeting:	28 January 2020
Subject:	**CAO 10-2020 Court Security and Prisoner Transportation Program**

PURPOSE

To seek Council's approval to execute the 2020 Court Security and Prisoner Transportation program.

RECOMMENDATION

THAT CAO 10-2020 Court Security and Prisoner Transportation Program report be received; and

THAT Council approve the terms and conditions of the Court Security and Prisoner Transportation program agreement; and

THAT By-law 09-2020 be approved by Council.

BACKGROUND

In 2012, the Province implemented the Court Security and Prisoner Transportation (CSPT) program to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions. This program became applicable to the Town of St. Marys in the latter part of 2018 at which time the Town transition policing services from the Ontario Provincial Police to Stratford Police Services.

The program provides funds to offset the cost of providing security for court premises during hours of court operations and security of persons attending court, and the costs of transporting prisoners and custodial minors between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

REPORT

This is the second year in a row that the Town of St. Marys is being asked to execute an agreement with the Province for the funding associated with the CSPT program. For 2020, the Province has provided $4,090.62 which is a decrease of $1,626.26 from 2019. The fund allocation is similar to previous years. An expenditure-based model is used to determine allocation for 2020. Funding is based on each municipality's relative share of the total 2018 CSPT cost across the Province.

Staff will be working with Stratford Police Services leading up to the March 31, 2020 reporting deadline to seek statistics for 2019.

FINANCIAL IMPLICATIONS

$4,090.62 for 2020 Court Security and Prisoner Transportation Program

SUMMARY

The Province, through the Ministry of the Solicitor General, is seeking Council's approval of the 2020 Court Security and Prisoner Transportation program allocation of funds.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

André Morin, Director of Finance / Treasurer

ATTACHMENTS

Information Letter and 2020 CSPT Program Agreement

REVIEWED BY

Recommended by the Department

Jenna McCartney
Deputy Clerk

Recommended by the CAO

Brent Kittmer
CAO / Clerk

Ministry of the Solicitor General

External Relations Branch

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

Telephone: (416) 314-3377
Facsimile: (416) 314-4037

Ministère du Solliciteur général

Direction des relations extérieures

25 rue Grosvenor
12e étage
Toronto ON M7A 2H3

Téléphone: (416) 314-3377
Télécopieur: (416) 314-4037

Ontario

January 17, 2020

Mr. Brent Kittmer
CAO/Clerk
Town of St. Marys
175 Queen Street East
P.O Box 998
St. Marys ON N4X 1B6

Dear Mr. Kittmer:

We are pleased to inform you that we will be proceeding with the Court Security and Prisoner Transportation (CSPT) Program for 2020, providing a maximum total of $125M to assist municipalities in offsetting their CSPT costs.

Similar to previous years, an expenditure-based model is used to determine allocation for 2020. Funding is allocated based on each municipality's relative share of the total 2018 CSPT cost across the province. For example, if a municipality's CSPT cost represents 1% of the total provincial CSPT cost, then it will be allocated 1% of the available funding. With that, subject to the enclosed agreement being finalized, your allocation for 2020 is **$4,090.62**. The payment schedule is outlined under Schedule D of the enclosed agreement.

Please have the authorized signatory for the grantee sign the enclosed agreement, where noted, and return two **original signed** copies along with proof of your general liability insurance ($5 million), indemnifying "Her Majesty the Queen in Right of Ontario, her Ministers, Agents, Appointees and Employees", as per section A10.2 of the agreement, by **March 2, 2020,** to:

Fionne Yip
Community Safety Analyst
Program Development Section, External Relations Branch
Public Safety Division
Ministry of the Solicitor General
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

A fully executed copy will be returned to you for your records.

…/2

Public safety is a top priority for this government. Please be assured that we are committed to providing frontline police with the additional tools, resources and supports they need to combat crime and keep our communities safe.

If you have any questions about the CSPT Program, please contact Fionne Yip at Fionne.Yip@ontario.ca or 416-314-0206.

Thank you for your participation in this valuable initiative.

Sincerely,

Emily Jefferson
A/Manager, Program Development Section
External Relations Branch

Enclosures

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Solicitor General

(the **"Province")**

- and -

Town of St. Marys

(the **"Recipient")**

BACKGROUND

A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the "Program") in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;

B. The Province will upload CSPT costs from municipalities to a maximum of $125 million in 2020;

C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;

D. The Recipient has provided its 2018 CSPT cost, as confirmed in the 2018 Annual Financial Report submitted by the Recipient, for the period when the Recipient was policed by Stratford Police Service. The Recipient's 2018 CSPT cost for the period when the Recipient was policed by the Ontario Provincial Police (OPP) was calculated by the OPP;

E. Funding is allocated based on the Recipient's relative share of the total 2018 provincial CSPT costs.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Payment Plan and Reporting Schedules
Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
Schedule "F" - Template for Annual Financial Report, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

- SIGNATURE PAGE FOLLOWS -

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Solicitor General

_____	_____
Date	Name: Oscar Mosquera Title: A/Director, External Relations Branch Public Safety Division

Town of St. Marys

_____	_____
Date	Name: Title: I have authority to bind the Recipient.
_____	_____
Date	Name: Title: I have authority to bind the Recipient.

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Court Security and Prisoner Transportation Services" means the services and activities eligible for funding, as set out in Schedule "E".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

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

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to enable the Recipient's ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

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

(e) procedures to enable the Recipient to complete the Project successfully;

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

(g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

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

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with Schedule “D”; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or

(d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and

(d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

(b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A7.2;

(b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province for the Project; and

(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);

(b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A13.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

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

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	**$4,090.62**
Expiry Date	December 31, 2020
Insurance	$5,000,000.00
Contact information for the purposes of Notice to the Province	**Name:** Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section **Address:** 25 Grosvenor Street Toronto ON M7A 2H3 **Attention:** Fionne Yip, Community Safety Analyst **Fax:** 416-314-3092 **Email:** Fionne.Yip@ontario.ca
Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement	**Name:** Town of St. Marys **Address:** 175 Queen Street East P.O Box 998 St. Marys ON N4X 1B6 **Attention:** Mr. Brent Kittmer CAO/Clerk **Email:** bkittmer@town.stmarys.on.ca

Additional Provisions:

None

SCHEDULE “C”
PROJECT

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of $125 million in 2020.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

SCHEDULE "D"
PAYMENT PLAN AND REPORTING SCHEDULES

The Funds in the amount of **$4,090.62** will be provided to the Recipient according to the following schedule:

A. First instalment: **$1,022.66** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.

B. Second Instalment: **$1,022.66** will be paid to the Recipient, following the Province's receipt and approval of the 2019 Annual Financial Report (due April 15, 2020). *Subsequent payments will not be released until the Province has received and approved the 2019 Annual Financial Report.*

C. Third Instalment: **$1,022.66** will be paid to the Recipient by the end of September 2020.

D. Final instalment: **$1,022.64** will be paid to the Recipient by the end of December 2020.

E. The Recipient must submit the 2020 Annual Financial Report to the Province by April 15, 2021.

SCHEDULE "E"
COURT SECURITY AND PRISONER TRANSPORTATION SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING

A. COURT SECURITY includes:

1. Facility Perimeter Security
Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security
Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence
Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse
Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells
Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

6. Prisoner Feeding
Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport
Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth
Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Costs associated with training that is relevant to court security and prisoner transportation only.

2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.

3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:
Court Administration Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "F"
TEMPLATE FOR ANNUAL FINANCIAL REPORT

REPORTING MUNICIPALITY: (please select from drop down list)			
CONTACT INFORMATION:			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	Email:
Address:			
City:		Postal Code:	
LOCAL POLICE SERVICE:			
Name of Municipal or Regional Police Service or OPP Detachment:			

ANNUAL EXPENDITURE SUMMARY:	
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED). *For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.*	
Allocation:	
COURT SECURITY COSTS	
a) Total gross annual court security costs:	
b) Total annual payments provided to other municipalities for court security:	
c) Total annual payments received from other municipalities for court security:	
d) Total annual payments received from other funding sources for court security:	
e) Total net annual court security costs (a + b - c - d):	*$0.00*
PRISONER TRANSPORTATION COSTS	
f) Total gross annual prisoner transportation costs:	
g) Total annual payments provided to other municipalities for prisoner transportation:	
h) Total annual payments received from other municipalities for prisoner transportation:	
i) Total annual payments received from other funding sources for prisoner transportation:	
j) Total net annual prisoner transportation costs (f + g - h - i):	*$0.00*
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):	**$0.00**
Variance (Allocation - Total Net Annual Costs):	$0.00

SIGNATURE OF AUTHORIZED OFFICIAL:	
I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.	
Title:	Print Name:
Signature:	Date:

BY-LAW 08-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to regulate smoking and vaping in public places within the Town of St. Marys.

WHEREAS: The *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, Section 8, provides that the powers of a municipality shall be interpreted broadly so as to confer board authority on the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to response to municipal issues;

AND WHEREAS: Section 10 of the *Municipal Act, 2001,* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS: Clause 6 of subsection 10(2) of the *Municipal Act, 2001,* provides that a municipality may pass by-laws in the interest of the health, safety and well-being of its residents;

AND WHEREAS: Section 115 of the *Municipal Act, 2001,* as amended, authorizes the council of a local municipality to pass a by-law regulating the smoking or vapourizing of tobacco and cannabis in public places and workplaces within the municipality and designating public places or workplaces or classes or parts of such places as places in which smoking tobacco or holding lighted tobacco, cannabis or an electronic cigarette is prohibited;

AND WHEREAS: Section 115 of the *Municipal Act, 2001,* as amended, provides that Section 115 of the Act shall not apply to a highway;

AND WHEREAS: Section 18 of the *Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26*, as amended, provides that if there is a conflict between a provision of that Act and a provision of another Act, a regulation or a municipal By-Law that deals with a matter to which that Act applies, the provision that is more restrictive of the matter to which the Act applies prevails;

AND WHEREAS: Section 425 of the *Municipal Act, 2001*, as amended, provides that a municipality may pass By-Laws providing that a person who contravenes a By-Law of the municipality passed under that Act is guilty of an offence;

AND WHEREAS: Section 429 of the *Municipal Act, 2001*, as amended, provides that a municipality may establish a system of fines for offences under a By-Law of the municipality passed under that Act;

AND WHEREAS: It has been determined that second-hand smoke and vapour are a serious health hazard or discomfort for many inhabitants of and visitors to the Town of St. Marys;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows;

1.0. DEFINITIONS

1) For the purpose of this By-law:

"Cannabis" means cannabis as defined in section 2(1) of the *Cannabis Act* (Canada) and includes any products containing cannabis;

"Council" means the Council for the Corporation of the Town of St. Marys;

"Electronic Cigarette" or "E-Cigarette" or "Electronic Smoking Device" includes inhalant-type devices, whether called an electronic cigarette or any other name, that contains a power sources and heating element designed to heat a substance and produce a vapour intended to be inhaled by the user of the device directly through the mouth, whether or not the vapour contains nicotine or Cannabis;

"Entrance" or "Exit" means any entrance or exit used by the public and / or staff to enter or exit a municipal building;

"Inspector" means any employee or class of employee of the local health unit, or their successor, authorized by the Medical Officer of Health to carry out an inspection under and to enforce the provisions of this By-law, or a person or class of person appointed by Council of the Town as a by-law enforcement officer to enforce this by-law, or any police officer;

"Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of Vehicles and includes the area between the lateral property lines thereof;

"Park" means any land, owned or leased or controlled by the Town, designed or used for public recreation or that is or hereafter may be established, dedicated, set apart or made available by the municipality for recreational purposes, including but not limited to: parklands, playgrounds, trails, gardens, natural areas, dog parks, skate parks, sports fields, playing fields, swimming pools and splash pads, including any buildings, structures, or facilities erections and improvements location in or on such land;

"Person" includes a corporation;

"Proprietor" means the person who ultimately controls, governs or directs the activity carried on within a Public Place and includes the person actually in charge or the premises at any particular time;

"Smoke" or “Smoking” means the smoking or holding of lighted tobacco, Cannabis or Electronic Cigarette in any form and includes the holding or carrying of a lighted cigar, cigarette, E-Cigarette, pipe, water pipe, hookah, or any other lighted smoking equipment;

“Town” means the Corporation of the Town of St. Marys;

“Vapourizing” or “Vaping” or “Vape” means inhaling or exhaling the vapour, emissions or aerosol produced by an electronic smoking device or similar device containing tobacco, Cannabis or any other substance, and includes holding or otherwise having control of an electronic smoking device that is producing vapour, emissions or aerosol from tobacco, Cannabis or any other substance.

2.0. DESIGANTED PUBLIC PLACES

1) The following are designated public places for the purposes of this By-law:

   a) Every place as set out in Section 12(2) of the *Smoke-Free Ontario Act*, 2017, S.O. 2017 c. 26, Schedule 3;

   b) A Park or trail;

   c) Any portion of a municipal property; and

   d) Within nine (9) metres of any Entrance or Exit of a municipal owned building.

2) Every Proprietor, or their designate, in charge of a designated public place in which Smoking or Vapourizing are prohibited, shall ensure compliance with this By-law.

3) Every Proprietor, or their designate, in charge of a designated public place shall post No Smoking No Vaping signs in accordance with the *Smoke Free Ontario Act*, S.O. 2017, c. 26 as amended.

4) No person shall Smoke or Vape in any designated public place within the Town whether or not signage is posted.

5) Notwithstanding section 2.4 such prohibition shall not apply to a municipal sidewalk within a road allowance or any part of a Highway.

6) No person shall remove a sign posted under this section while the prohibition remains in force.

7) No person shall obstruct or hinder or attempt to obstruct or hinder an authorized person carrying out the enforcement of this By-law.

3.0. ENFORCEMNT AND PENALTIES

1) Enforcement

a) This by-law may be enforced by an Inspector, or their successor, a Police Officer or a Municipal Law Enforcement Officer appointed by Council.

b) An Inspector may, at any reasonable time, enter any public place for the purpose of determining compliance with this By-law.

2) Penalty

a) Every person who contravenes any provision of this By-Law is guilty of an offence and;

i. Upon a first conviction is subject to a maximum fine of five thousand dollars ($5,000);

ii. Upon a subsequent conviction is subject to a maximum fine of ten thousand dollars ($10,000).

b) Despite subsection (1), of section 5.2, where the person convicted is a corporation, the corporation is liable;

i. Upon a first conviction is subject to a maximum fine of ten thousand dollars ($10,000);

a. Upon a subsequent conviction is subject to a maximum fine of twenty-five thousand dollars ($25,000).

c) Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.

4.0. VALIDITY

1) If a court of competent jurisdiction declares any subsection, section or part of this By-law invalid, it is the intention of Council that the remainder of the By-law shall continue to be in force.

5.0. SHORT TITLE

This By-law may be referred to as the “Smoking and Vaping By-law”.

6.0. REPEALED

1) That By-law 63-93, Prohibiting of Smoke at Community Centre, is hereby repealed.

2) That By-law 23-2003, Regulating Smoking in public places and Workplaces, is hereby repealed.

3) That By-law 16-2004, Amendment to By-law 63-93, is hereby repealed.

4) That By-law 47-2004, Set Fines, is hereby repealed.

5) That By-law 20 of 2012, Amendment to By-law 23-2003, is hereby repealed.

7.0. ENACTMENT

This By-Law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of January, 2020.

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Mayor Al Strathdee

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Brent Kittmer, CAO / Clerk

Penalties of Infraction

Part I: Provincial Offences Act

Item	Short Form Wording	Provision creating or defining offence	Set Fine
1	Smoke or vape in a designed public place	2(4)	$150.00
2	Remove a sign	2(6)	$150.00
3	Obstruct or hinder or attempt to obstruct or hinder an authorized person	2(7)	$150.00

NOTE: The penalty provisions for the offences listed above is Section 3(2)(c) of by-law 08-2020, a certified copy of which has been filed.

BY-LAW 09-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in right of Ontario by way of Ministry of Solicitor General.

WHEREAS: Through the Ministry of the Solicitor General's program Court Security and Prisoner Transportation, The Corporation of the Town of St. Marys is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and / or the costs or transporting prisoners and custodial minors between correctional institutions, custodial facilities and court locations for the purposes of court attendance;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario by way of the Ministry of the Solicitor General;

THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

1. That the Mayor and CAO / Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Her Majesty the Queen in right of Ontario by way of the Ministry of the Solicitor General.
2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of January, 2020.

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Mayor Al Strathdee

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Brent Kittmer, CAO / Clerk

BY-LAW 10-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and 2503778 Ontario Inc. to authorize the Mayor and Clerk to execute the Agreement.

WHEREAS: Section 5(3) of the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS: The Corporation of the Town of St. Marys (the "Town") requires the reconstruction of Egan Avenue to meet the standard for municipal highways, which reconstruction is expected to involve work including the demolition of the existing roadway, excavation, installation of sewer, water and other services, filling and re-grading, and installation of a new road, road surface and appurtenances;

AND WHEREAS: 2503778 Ontario Inc. (the "Developer") wishes to enter into an agreement with the Town whereby the Town will pay for the reconstruction of Egan Avenue and shall be entitled to be reimbursed for such costs subject to the terms and conditions of the agreement;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with 2503778 Ontario Inc. (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Project;

AND WHEREAS: It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

1. That the Agreement between The Corporation of the Town of St. Marys and 2503778 Ontario Inc., attached hereto as Appendix "A", is hereby authorized and approved.
2. That the Mayor and CAO / Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
3. Enactment of this By-law shall be deemed to be authorization to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
4. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of January, 2020.

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Mayor Al Strathdee

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Brent Kittmer, CAO / Clerk

BY-LAW 11-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a single tenant industrial lease agreement between The Corporation of the Town of St. Marys and Cameron Porteous.

WHEREAS: The Corporation of the Town of St. Marys has leased space to Cameron Porteous at 5 James Street North since 2016 on an annual basis;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a one-year Single Tenant Industrial Lease Agreement with Cameron Porteous;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows;

1. That the Mayor and the CAO / Clerk are authorized to execute a Single Tenant Industrial Lease Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Cameron Porteous.
2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of January, 2020.

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Mayor Al Strathdee

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Brent Kittmer, CAO / Clerk

BY-LAW 12-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of a single tenant industrial lease agreement between The Corporation of the Town of St. Marys and Reed Needles.

WHEREAS: The Corporation of the Town of St. Marys has leased space to Reed Needles at 5 James Street North since 2015 on an annual basis;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into a one-year Single Tenant Industrial Lease Agreement with Reed Needles;

NOW THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows;

1. That the Mayor and the CAO / Clerk are authorized to execute a Single Tenant Industrial Lease Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Reed Needles; and further
2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of January, 2020.

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Mayor Al Strathdee

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Brent Kittmer, CAO / Clerk

BY-LAW 13-2020

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to confirm all actions and proceedings of the Council of The Corporation of the Town of St. Marys at its regular meeting held on January 28, 2020.

WHEREAS: The *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law;

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

NOW THEREFORE: The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 28th day of January, 2020 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
2. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 28th day of January, 2020.

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Mayor Al Strathdee

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Brent Kittmer, CAO / Clerk