



## **AGENDA**

### **Regular Council Meeting**

November 10, 2020

6:00 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

**Pages**

1. **CALL TO ORDER**
2. **DECLARATIONS OF PECUNIARY INTEREST**
3. **AMENDMENTS AND APPROVAL OF AGENDA**

#### **RECOMMENDATION**

**THAT** the November 10, 2020 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

(Public input received by the Clerk's Department prior to 4:30 pm on the day of the meeting will be read aloud by the Mayor during this portion of the agenda. Submissions will be accepted via email at [clerksoffice@town.stmarys.on.ca](mailto:clerksoffice@town.stmarys.on.ca) or in the dropbox at Town Hall, 175 Queen Street East, lower level.)

5. **DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS**

- 5.1. **Retirement Presentation to Clara Hodgins**

## **6. ACCEPTANCE OF MINUTES**

### **6.1. Regular Council - October 27, 2020**

9

#### **RECOMMENDATION**

**THAT** the October 27, 2020 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

### **6.2. Special Council - November 3, 2020**

22

#### **RECOMMENDATION**

**THAT** the November 3, 2020 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

## **7. CORRESPONDENCE**

### **7.1. Stop Violence Against Women Coordinating Committee of Perth County re: National Day of Remembrance and Action on Violence Against Women**

25

#### **RECOMMENDATION**

**THAT** the correspondence from Stop Violence Against Women Coordinating Committee of Perth County regarding National Day for Remembrance and Action on Violence Against Women be received; and

**THAT** Council proclaim December 6, 2020 as the National Day for Remembrance and Action on Violence Against Women in the Town of St. Marys; and

**THAT** the Town of St. Marys, Province of Ontario and Canadian flags at Town Hall, the Municipal Operations Centre, the Pyramid Recreation Centre, and the Lind Sportsplex be lowered to half-mast from sunrise to sunset on December 6, 2020.

### **7.2. Spruce Lodge Long Term Care re: Long Term Care Staffing Improvements**

26

#### **RECOMMENDATION**

**THAT** the correspondence from Spruce Lodge Long Term Care regarding long term care staffing improvements be received.

## **8. STAFF REPORTS**

### **8.1. Administration**

#### **8.1.1. ADMIN 64-2020 Community Transportation Project - Bus Stop License Agreements**

28

##### **RECOMMENDATION**

**THAT** ADMIN 64-2020 regarding the Community Transportation project bus stop license agreements be received; and

**THAT** Council approve the bus stop license agreements for the InterCity and IntraCounty Community Transportation Projects, conditional upon a favorable review by the municipal insurer; and

**THAT** Council consider By-Law 97-2020 authorizing the Mayor and Clerk to sign a Bus Stop License Agreement with the City of Stratford and North Perth for the InterCity Community Transportation Project; and

**THAT** Council consider By-Law 98-2020 authorizing the Mayor and Clerk to sign a Bus Stop License Agreement with the County of Perth for the IntraCounty Community Transportation Project; and

**THAT** the CAO be delegated authority to make any final edits to the Bus Stop License agreements as may be necessary to bring it into final form.

### **8.2. Finance**

### **8.2.1. FIN 38-2020 COVID Business Grant Program**

46

#### **RECOMMENDATION**

**THAT** FIN 38-2020 COVID Business Grant Program report be received; and

**THAT** Council authorize the selection committee to approve eligible business grants for up to \$3,000; and

**THAT** Council appoint the following as the COVID Business Grant selection committee:

- André Morin, Director of Finance/Treasurer
- Kelly Deeks-Johnson, Tourism and Economic Development Manager
- Councilor \_\_\_\_\_

### **8.3. Public Works**

#### **8.3.1. PW 68-2020 Engineering Services Award – WPCP Capital Works**

50

#### **RECOMMENDATION**

**THAT** report PW 68-2020, Engineering Services Award – WPCP Capital Works be received; and

**THAT** Council consider By-Law 99-2020 authorizing the Mayor and Clerk to sign the associated Agreement with R.J. Burnside and Associated Limited for the upset limit of \$371,625.00 plus applicable taxes.

## **9. COUNCILLOR REPORTS**

### **9.1. Operational and Board Reports**

#### **RECOMMENDATION**

**THAT** agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.16 be received.

#### **9.1.1. Bluewater Recycling Association - Coun. Craigmile**

80

October 15, 2020 Meeting

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



9.1.3.	Municipal Shared Services Committee - Mayor Strathdee, Coun. Luna	
9.1.4.	Huron Perth Public Health - Coun. Luna	
9.1.5.	Spruce Lodge Board - Coun. Luna, Pridham  September 16, 2020 Minutes	96
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 Economic Support and Recovery Task Force - Mayor Strathdee, Coun. Edney  October 28, 2020 Minutes  *Recommendations - 1 to be considered by Council at the November 10, 2020 regular Council meeting (Staff Report FIN 38-2020)  - 1 to be considered by Council at the November 17, 2020 special meeting of Council (budget deliberations)	99
9.2.3.	Business Improvement Area - Coun. Winter  October 5, 2020 Minutes	102
9.2.4.	CBHFM - Coun. Edney	
9.2.5.	Committee of Adjustment	
9.2.6.	Community Policing Advisory Committee - Coun. Winter, Mayor Strathdee  September 16, 2020 Minutes  October 21, 2020 Minutes	107
9.2.7.	Green Committee - Coun. Pridham	

9.2.8.	Heritage Advisory Committee - Coun. Pridham	116
	October 19, 2020 Minutes	
9.2.9.	Huron Perth Healthcare Local Advisory Committee - Coun. Luna	
9.2.10.	Museum Advisory Committee - Coun. Hainer	
9.2.11.	Planning Advisory Committee - Coun. Craigmile, Hainer	
9.2.12.	Recreation and Leisure Advisory Committee - Coun. Pridham	
9.2.13.	Senior Services Advisory Committee - Coun. Winter	123
	September 28, 2020 Minutes	
9.2.14.	St. Marys Lincolns Board - Coun. Craigmile	
9.2.15.	St. Marys Cement Community Liaison Committee - Coun. Craigmile, Winter	
9.2.16.	Youth Council - Coun. Edney	

**10. EMERGENT OR UNFINISHED BUSINESS**

**11. NOTICES OF MOTION**

**12. BY-LAWS**

**RECOMMENDATION**

**THAT** By-Laws 97-2020, 98-2020 and 99-2020 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

12.1.	By-Law 97-2020 Bus Stop Licence Agreement with City of Stratford and North Perth	126
12.2.	By-Law 98-2020 Bus Stop Access Agreement with County of Perth	128
12.3.	By-Law 99-2020 Agreement with R.J. Burnside and Associates Ltd.	130

### **13. UPCOMING MEETINGS**

\*All meetings Live Streamed to Town's YouTube Channel with the exception of Perth County Municipal Association

November 17, 2020 - 9:00 am - 2:30 pm, Special Meeting of Council (budget)

November 18, 2020 - 8:45 am, Perth County Municipal Association Meeting

November 24, 2020 - 9:00 am - 12:00 pm, Special Meeting of Council (budget)

November 24, 2020 - 6:00 pm, Regular Council

### **14. 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)(b) personal matters about an identifiable individual, including municipal or local board employees, and (c) a proposed or pending acquisition or disposition of land by the municipality or local board.

#### **14.1. MINUTES CLOSED SESSION**

#### **14.2. Advisory and Ad-Hoc Committee Reports**

##### **14.2.1. AD-HOC Committee regarding Social Wellbeing Issues - Mayor Strathdee, Couns. Luna, Pridham**

#### **14.3. ADMIN 65-2020 CONFIDENTIAL Request for Consent to Land Sale (478 Water Street South)**

### **15. RISE AND REPORT**

#### **RECOMMENDATION**

**THAT** Council rise from a closed session at \_\_\_\_\_ pm.

**16. CONFIRMATORY BY-LAW**

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**RECOMMENDATION**

**THAT** By-Law 100-2020, being a by-law to confirm the proceedings of November 10, 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.

**17. ADJOURNMENT**

**RECOMMENDATION**

**THAT** this regular meeting of Council adjourn at \_\_\_\_\_ pm.



## **MINUTES Regular Council**

October 27, 2020

6:00pm

Town Hall, Council Chambers

Council Present: Mayor Strathdee (in-person)  
Councillor Craigmile (videoconference)  
Councillor Edney (videoconference)  
Councillor Luna (videoconference)  
Councillor Hainer (videoconference)  
Councillor Pridham (videoconference)  
Councillor Winter (in-person)

Staff Present: **In-Person**  
Brent Kittmer, Chief Administrative Officer  
Jenna McCartney, Clerk  
**Conference Line**  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
Lisa Lawrence, Director of Human Resources  
André Morin, Director of Finance / Treasurer

### **1. CALL TO ORDER**

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

### **2. DECLARATIONS OF PECUNIARY INTEREST**

Councillor Pridham declared a potential pecuniary interest for agenda item 8.2.4. and stated that she will participate in topics such as infrastructure, roads, parking, and other topics having a common interest with constituents although she will not vote on this development.

### **3. AMENDMENTS AND APPROVAL OF AGENDA**

Councillor Edney noted that the Planning Justification Report on page 124 of the agenda package acknowledged the Town of Goderich and stated that it should say Town of St. Marys.

**Resolution 2020-10-27-01**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** the October 27, 2020 regular Council meeting agenda be accepted as presented.

**CARRIED**

**4. PUBLIC INPUT PERIOD**

Chris West provided the following correspondence prior to the Council meeting.

*Congrats to all on the intra-county project for St. Marys, Perth County and Stratford.*

*A couple of notes:*

*The 50% discount to open and 50% ridership seem conflicting ideas. Would suggest no 50% discount to start.*

*Would also suggest all fares the same (\$6 is very inexpensive compared to alternative forms of travel). Use of a credit card tap, if possible, might be a better and safer method than cash and printed tickets. Also alternatively or in addition, a prepaid card, similar to Presto, would be better and safer.*

*Time expansions of route intersecting with other forms of travel, ie VIA, would make the service more customer friendly and more desirable.*

*Correction for map: VIA is spelled thus.*

Brent Kittmer indicated that Mr. West's questions would be answered by Ms. Maggie Martin, Transit Project Coordinator, during the deliberation of the Community Transportation project report.

Frank Doyle of St. Marys Independent provided two questions in advance of the meeting.

*1. Is there more than one LPAT appeal for 665 James St N and is there a scheduled hearing date set yet by teleconference or other means?*

*2. What is the latest status on a ServiceOntario office re-opening in St. Marys?*

In response to the first question, Mayor Strathdee confirmed there was only one appeal received for 665 James Street North and that there has not been a hearing date scheduled.

In response to the second question, Mayor Strathdee stated that the Province has not released a tender as of yet. The Town has offered to provide necessary service in the interim to support the needs of the community.

**5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS**

None.

**6. ACCEPTANCE OF MINUTES**

**6.1 Regular Council - October 13, 2020**

**Resolution 2020-10-27-02**

**Moved By** Councillor Luna

**Seconded By** Councillor Craigmile

**THAT** the October 13, 2020 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**6.2 Special Council - October 20, 2020**

**Resolution 2020-10-27-03**

**Moved By** Councillor Winter

**Seconded By** Councillor Luna

**THAT** the October 20, 2020 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**7. CORRESPONDENCE**

**7.1 Upper Thames River Conservation Authority re: 2021 Draft Budget Process**

**Resolution 2020-10-27-04**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** the correspondence from Upper Thames River Conservation Authority regarding the 2021 draft budget be received.

**CARRIED**

**7.2 Canadian Baseball Hall of Fame and Museum re: Funding Support Request**

Scott Crawford of the Canadian Baseball Hall of Fame and Museum presented correspondence to Council regarding a funding support request.

**Resolution 2020-10-27-05**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** the correspondence from the Canadian Baseball Hall of Fame and Museum regarding a request for funding be received; and

**THAT**, per the requirements of the Lease Agreement and Operations Agreement, that Council consents to the improvements proposed by the CBHFM; and

**THAT** Council approves the request for the Town to contribute \$29,500 in 2021 to the improvements.

**CARRIED**

**8. STAFF REPORTS**

**8.1 Administration**

**8.1.1 ADMIN 61-2020 October Monthly Report (Administration)**

Brent Kittmer and Jenna McCartney presented ADMIN 61-2020 report.

**Resolution 2020-10-27-06**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** ADMIN 61-2020 October Monthly Report (Administration) be received for information.

**CARRIED**

**8.1.2 ADMIN 62-2020 Community Transportation Project (Intracounty) – Local Partnership Agreement and Launch Update**

Brent Kittmer introduced Maggie Martin as the County of Perth's Transit Project Coordinator.

Ms. Martin presented an overview of the Intracounty Community Transportation Project.



**Resolution 2020-10-27-07**

**Moved By** Councillor Luna

**Seconded By** Councillor Craigmile

**THAT** ADMIN 62-2020 Community Transportation Project (Intracounty) - Local Partnership Agreement and Launch Update be received; and

**THAT** Council consider By-Law 94-2020 authorizing the Mayor and Clerk to sign a Local Partnership Agreement with the County of Perth and the City of Stratford for the Intracounty Community Transportation Project; and

**THAT** the CAO be delegated authority to make any final edits to the Local Partnership Agreement as may be necessary to bring it into final form.

**CARRIED**

**8.2 Building and Development Services**

**8.2.1 DEV 73-2020 October Monthly Report (Building and Development)**

In the absence of Grant Brouwer, Brent Kittmer presented DEV 73-2020 report.

**Resolution 2020-10-27-08**

**Moved By** Councillor Pridham

**Seconded By** Councillor Edney

**THAT** DEV 73-2020 October Monthly Report (Building and Development) be received for information.

**CARRIED**

**8.2.2 DEV 63-2020 Site Plan Agreement for 481 Water Street South (Andrew Forman and Gail Kenworthy-Forman)**

Mark Stone presented DEV 63-2020 report.

**Resolution 2020-10-27-09**

**Moved By** Councillor Winter

**Seconded By** Councillor Hainer

**THAT** DEV 63-2020 Site Plan Agreement for 481 Water Street South (Andrew Forman and Gail Kenworthy-Forman) report be received; and

**THAT** Council consider By-law 91-2020 and authorize the Mayor and the Clerk to sign a Site Plan Agreement between the Town of St. Marys and Andrew Forman and Gail Kenworthy Forman.

**CARRIED**

**8.2.3 DEV 74-2020 - Application for Part Lot Control (Bickell Built Homes) Lot 30, Registered Plan 44M-70 Meadowridge Subdivision (Phase 2), Town of St. Marys**

Mark Stone presented DEV 74-2020 report.

**Resolution 2020-10-27-10**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Hainer

**THAT** DEV 74-2020 regarding the Application for Part Lot Control (Bickell Built Homes) for Lot 30 of the Meadowridge subdivision (Phase 2) be received; and,

**THAT** Council consider By-law 92-2020 affecting Lot 30, Registered Plan No. 44M-70 for a one-year period, ending October 27, 2021.

**CARRIED**

**8.2.4 DEV 76-2020 Applications for Official Plan and Zoning By-law Amendments (OP01-2020 and Z02-2020) by Heybolt Ontario Ltd. 323 Queen Street West Lots 5 and 6, and Part Lot 4, Plan 210, Town of St. Marys**

Mark Stone presented DEV 76-2020 report.

**Resolution 2020-10-27-11**

**Moved By** Councillor Hainer

**Seconded By** Councillor Luna

**THAT** DEV 76-2020 Applications for Official Plan and Zoning By-law Amendments (OP01-2020 and Z02-2020) by Heybolt Ontario Ltd. for 323 Queen Street West be received;

**THAT** Council approve the Official Plan and Zoning By-law Amendment Applications for 323 Queen Street West;

**THAT** Council consider By-law 93-2020 to adopt Official Plan Amendment No. 36; and

**THAT** Council consider Zoning By-law Amendment No. Z140-2020.

**CARRIED**

#### **8.2.5 DEV 77-2020 Affordable/Attainable Housing in St. Marys**

Mark Stone presented DEV 77-2020 report.

##### **Resolution 2020-10-27-12**

**Moved By** Councillor Hainer

**Seconded By** Councillor Luna

**THAT** DEV 77-2020 Affordable/Attainable Housing in St. Marys be received;

**THAT** the Town continue to define attainable ownership based on Provincial affordability definitions;

**THAT** the Town implement a requirement for a submission of an attainable housing report with future development applications to require applicants to show the impact of a proposed development on the supply of attainable housing in the community;

**THAT** that the Town target attainable rental housing based on approved alternate average market rents (AMRs) for affordability; and

**THAT** Council direct staff to include an initial \$50,000 in the draft 2021 budget for the housing strategy, to be funded from the working reserve.

##### **Amendment**

##### **Resolution 2020-10-27-13**

**Moved By** Councillor Pridham

**Seconded By** Councillor Edney

**THAT** resolution 2020-10-27-12 be amended to add the following statements as the fifth and sixth paragraph and that the existing fifth paragraph be moved to the seventh paragraph; and

**THAT** Town target attainable housing based on approved alternate average market rents (AMRs) for affordability; and

**THAT** staff research funding options to support geared to income or subsidized housing that is below what the average income can achieve.

**CARRIED**

**Resolution 2020-10-27-12**

**Moved By** Councillor Hainer

**Seconded By** Councillor Luna

**THAT** DEV 77-2020 Affordable/Attainable Housing in St. Marys be received;

**THAT** the Town continue to define attainable ownership based on Provincial affordability definitions;

**THAT** the Town implement a requirement for a submission of an attainable housing report with future development applications to require applicants to show the impact of a proposed development on the supply of attainable housing in the community;

**THAT** that the Town target attainable rental housing based on approved alternate average market rents (AMRs) for affordability; and

**THAT** Town target attainable housing based on approved alternate average market rents (AMRs) for affordability; and

**THAT** staff research funding options to support geared to income or subsidized housing that is below what the average income can achieve; and

**THAT** Council direct staff to include an initial \$50,000 in the draft 2021 budget for the housing strategy, to be funded from the working reserve.

**CARRIED**

**8.2.6 DEV 78-2020 Official Plan Review Project - Update**

Mark Stone presented DEV 78-2020 report.

**Resolution 2020-10-27-14**

**Moved By** Councillor Hainer

**Seconded By** Councillor Craigmile

**THAT** DEV 78-2020 Official Plan Review Project - Update be received for information; and,

**THAT** Staff be directed to hold a non-statutory (virtual) open house/webinar to update the community and seek comments and input.

**CARRIED**

Council took a brief recess at 8:19 pm.

Councillor Hainer departed the meeting at 8:19 pm.

Mayor Strathdee called the meeting back to order at 8:27 pm.

**8.3 Community Services**

**8.3.1 DCS 25-2020 October Monthly Report (Community Services)**

Stephanie Ische presented DCS 25-2020 report.

**Resolution 2020-10-27-15**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** DCS 25-2020 October Monthly Report (Community Services) be received for information.

**CARRIED**

**8.4 Finance**

**8.4.1 FIN 34-2020 October Monthly Report (Finance)**

André Morin presented FIN 34-2020 report.

**Resolution 2020-10-27-16**

**Moved By** Councillor Winter

**Seconded By** Councillor Edney

**THAT** FIN 34-2020 October Monthly Report (Finance) be received for information.

**CARRIED**

**8.4.2 FIN 35-2020 COVID-19 Financial Relief – October 27, 2020 Update**

André Morin presented FIN 35-2020 report.

**Resolution 2020-10-27-17**

**Moved By** Councillor Pridham

**Seconded By** Councillor Luna

**THAT** FIN 35-2020 COVID-19 Financial Relief – October 27, 2020 Update report be received for information.

**CARRIED**

**8.5 Fire and Emergency Services**

**8.5.1 FD 10-2020 October Monthly Report (Emergency Services)**

In Chief Anderson's absence, Brent Kittmer presented FD 10-2020 report.

**Resolution 2020-10-27-18**

**Moved By** Councillor Winter

**Seconded By** Councillor Luna

**THAT** FD 10-2020 October Monthly Report (Emergency Services) be received for information.

**CARRIED**

**8.6 Human Resources**

**8.6.1 HR 11-2020 October Monthly Report (Human Resources)**

Lisa Lawrence presented HR 11-2020 report.

**Resolution 2020-10-27-19**

**Moved By** Councillor Edney

**Seconded By** Councillor Luna

**THAT** HR 10-2020 October Monthly Report (Human Resources) be received for information.

**CARRIED**

**8.7 Public Works**

**8.7.1 PW 65-2020 October Monthly Report (Public Works)**

Jed Kelly presented PW 65-2020 report.

**Resolution 2020-10-27-20**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** PW 65-2020 October Monthly Report (Public Works) be received for information.

**CARRIED**

**8.7.2 PW 66-2020 Establishing Wildflower Meadows in St. Marys**

Jed Kelly presented PW 66-2020 report.

**Resolution 2020-10-27-21**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** PW 66-2020 Establishing Wildflower Meadow in St. Marys report be received; and

**THAT** Council approve the action to establish a wildflower meadow that is 165 square meters and be located in the Sparling Bush trail triangle in St. Marys; and

**THAT** Council direct staff to pursue grant funding to fund the wildflower meadow project.

**CARRIED**

**8.7.3 PW 67-2020 Wood and Brush Grinding**

Jed Kelly presented PW 67-2020 report.

**Resolution 2020-10-27-22**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** Report PW 67-2020, Wood and Brush Grinding report be received; and,

**THAT** the procurement for Wood and Brush Grinding be awarded to Sittler Grinding Inc. for the procured price of \$24,422.69, inclusive of all taxes; and,

**THAT** Council approve a contingency of up to \$2,500.00 to enable the grinding of excess material accumulation at the Municipal Operations Centre.

**CARRIED**

**9. EMERGENT OR UNFINISHED BUSINESS**

None.

**10. NOTICES OF MOTION**

None.

**11. BY-LAWS**

**Resolution 2020-10-27-23**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** By-Laws Z140-2020, 91-2020, 92-2020, 93-2020 and 94-2020 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**

**11.1 Zoning By-law Amendment Z140-2020 323 Queen Street West**

**11.2 By-Law 91-2020 Site Plan Agreement for 481 Water Street South**

**11.3 By-Law 92-2020 Part Lot Control for Lot 30 Plan 44M-70**

**11.4 By-Law 93-2020 Official Plan Amendment No. 36 for 323 Queen Street West**

**11.5 By-Law 94-2020 Agreement with City of Stratford and County of Perth for Intracounty Community Transportation**

**12. UPCOMING MEETINGS**

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

**13. CONFIRMATORY BY-LAW**

**Resolution 2020-10-27-24**

**Moved By** Councillor Edney

**Seconded By** Councillor Luna



**THAT** By-Law 95-2020, being a by-law to confirm the proceedings of October 27, 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**

**14. ADJOURNMENT**

**Resolution 2020-10-27-25**

**Moved By** Councillor Luna

**Seconded By** Councillor Pridham

**THAT** this regular meeting of Council adjourns at 9:10 pm.

**CARRIED**

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Al Stratheed, Mayor

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Jenna McCartney, Clerk



**MINUTES**  
**Special Meeting of Council**

November 3, 2020  
9:00 am  
Town Hall, Council Chambers

Council Present: Mayor Strathdee (in-person)  
Councillor Craigmile (videoconference)  
Councillor Edney (videoconference)  
Councillor Luna (videoconference)  
Councillor Hainer (videoconference)  
Councillor Pridham (videoconference)  
Councillor Winter (in-person)

Staff Present: **In-Person**  
Brent Kittmer, Chief Administrative Officer  
Jenna McCartney, Clerk

**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 2020-11-03-01**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** the November 3, 2020 special meeting of Council agenda be accepted as presented.

**CARRIED**

**4. CLOSED SESSION**

**Resolution 2020-11-03-02**

**Moved By** Councillor Winter

**Seconded By** Councillor Craigmile

**THAT** Council move into a session that is closed to the public at 9:05 am as authorized under the *Municipal Act*, Section 239(b) personal matters about an identifiable individual, including municipal or local board employees and d) labour relations and employee negotiations.

**CARRIED**

**4.1 ADMIN 63-2020 CONFIDENTIAL KPMG Modernization Review Final Report**

**5. RISE AND REPORT**

**Resolution 2020-11-03-03**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Edney

**THAT** Council rise from a closed session at 10:26 am.

**CARRIED**

Mayor Strathdee reported that a closed session was held, and one topic was considered regarding staffing matters related to the KPMG organizational review with staff being given direction. There is nothing further to report at this time.

**6. UPCOMING MEETINGS**

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

**7. CONFIRMING BY-LAW**

**Resolution 2020-11-03-04**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** By-Law 96-2020, being a by-law to confirm the proceedings of November 3, 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 2020-11-03-05**

**Moved By** Councillor Hainer

**Seconded By** Councillor Luna

**THAT** this special meeting of Council adjourns at 10:28 am.

**CARRIED**

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Al Stratthdee, Mayor

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Jenna McCartney, Clerk

# STOP VIOLENCE AGAINST WOMEN

## COORDINATING COMMITTEE OF PERTH COUNTY

November 3, 2020

Dear Mr Mayor,

In recognition of the National Day for Remembrance and Action on Violence Against Women on December 6th, Stop VAW is asking municipalities in Perth County to mark the day by lowering their flags to half-mast. As you may know, December 6, 2019 also marks the 30th anniversary of the murders of the 14 young women at l'École Polytechnique de Montréal in 1989. They died because they were women.

Half-masting the Flag on December 6, 2019 on all federal buildings and establishments in Canada, including the Peace Tower, from sunrise to sunset on December 6, 2019, is set out in the Federal Flag protocol. Furthermore, the recognition of December 6 by the Council illustrates their support and dedication to end violence against women in the community.

The flag lowering is part of our campaign to draw attention not only to December 6, but **also** to the 16 Days of Activism Against Gender-Based Violence. Your participation in our campaign is greatly appreciated, and sends an important message that Perth County is working together towards the awareness and prevention of violence against women in our community.

In addition to the flag lowering and event, we request all members of the Council to wear purple on November 25th. Kindly share a picture of Council members wearing purple and the ribbon we are offering on social media (@stopvawperth) or via email to [stopvaw@wightman.ca](mailto:stopvaw@wightman.ca). Additionally, a representative from Stop VAW would be available to address the Council regarding these campaigns.

We hope you will support us in our attempts to draw attention to end violence against women. We would be pleased to speak to you about this and any other ways in which you are marking November 25th, December 6th or the 16 Days of Activism.

Sincerely

*Lisa Wilde*

Lisa Wilde  
Co-Chair of Stop VAW  
Executive Director of  
The Emily Murphy Centre

*Emily Schurter*

Emily Schurter  
Co-Chair of Stop VAW  
VAW Coordinator for  
Family Services Perth Huron

Contact: [stopvaw@wightman.ca](mailto:stopvaw@wightman.ca)

October 28, 2020

Minister of Long Term Care  
Merrilee Fullerton  
*(delivered via email)*

Dear Minister,

**Re: Long Term Care staffing improvements**



We are writing on behalf of the Board, staff and residents of our Spruce Lodge campus of care located in Stratford Ontario. Our campus includes 131 apartment units of affordable rental housing, 67 life lease garden homes, and a 128 bed Municipal Long Term Care (LTC) home, owned and governed by the City of Stratford, the County of Perth and the Town of St. Marys. First and foremost we would like to acknowledge and thank the provincial government for the support we have received for our Spruce Lodge LTC operations throughout the pandemic. In our case the government's monthly containment funding has largely addressed the many cost implications of COVID-19, and we are confident that the continuation of this funding will see us through the second wave of this pandemic. We also appreciate the government's collaborative approach by working closely with the LTC sector and with our sector associations.

The purpose of our writing today is to highlight the difficulty we have experienced staffing our LTC home with PSW's. While this is not a new challenge in our region of the province, the pandemic only made things more challenging. We genuinely appreciate the efforts government has made to recognize the PSW crisis, with funding for new PSW education programs, for new PSW graduates working in LTC, and for the pandemic pay paid to PSW's currently working in LTC. That said, we urge government to consider more closely the systemic factors that are contributing to the PSW crisis, and to consider more immediate solutions to the crisis, such as adding non-certified home support workers or care-aides to support our PSW's, a staff classification who prior to legislation changing in 2010 were the backbone of the LTC front line.

As the Premier himself has noted, PSW's in Long Term Care (LTC) are grossly underpaid and overworked. We would agree that there is a significant inequity in health care when it comes to PSW wages, and we know from experience that resident acuity levels and the resulting workloads have been increasing year over year for decades, without a corresponding increase to staffing levels. While the LTC funding system provides indexed funding annually to ensure level of care funding doesn't drop all things being equal, these incremental changes have not enabled staffing levels to keep pace with the increasingly complex needs of residents, not to mention all the IPAC considerations.

It is time government addressed the systemic wage inequity in health care for precisely the same type of work from one health sector to the next, and it is time the LTC sector be funded to establish and to maintain minimum staffing ratios.

Presented below are a few action items that will begin to address these systemic staffing challenges for LTC.

1. That front line staffing levels be increased, and that these increased staffing levels be maintained by establishing minimum staffing ratios. And further that these staffing ratios include a proportion for non-credentialed staff.
2. That the disparity of wages for PSW's across health care be addressed by having the Ministry consider a minimum wage for PSW's, and that each sector of the health care system receive funding to bring their average PSW wage by sector, up to the new minimum standard. Note that those sectors whose average wages are already at the desired minimum wage would receive no additional funding, thereby narrowing the wage inequity from sector to sector.
3. And finally in response to the disparate state of outbreak preparedness, that each LTC home be funded to provide and to manage directly a robust program of infection control and quality improvement, with embedded staff that are accountable to the home and to their respective Ontario Health Teams.

Thank you again for your actions on behalf of Long Term care during this crisis, and we would invite the opportunity to discuss this further at your convenience.

Yours truly,



Kathy Vassilakos  
Board Chair, Spruce Lodge  
Councillor, City of Stratford



Marg Luna  
Board Vice-Chair, Spruce Lodge  
Councillor, Town of St Marys



Jim Aitcheson  
Board Chair, Spruce Lodge Non Profit Housing  
Warden & Councillor, County of Perth

C: Doug Ford, MPP- Premier, Province of Ontario  
Christine Elliot, MPP-Minister of Health  
Randy Pettapiece, MPP, Perth-Wellington  
Lisa Thompson, MPP, Huron-Bruce  
Lisa Levin, CEO, AdvantAge Ontario  
The City of Stratford Council, the County of Perth Council and the Town of St Marys Council



# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Brent Kittmer, Chief Administrative Officer
<b>Date of Meeting:</b>	10 November 2020
<b>Subject:</b>	<b>ADMIN 64-2020 Community Transportation Project - Bus Stop License Agreements</b>

## PURPOSE

The purpose of this report is to present Council with draft bus stop license agreements for the Community Transportation project. These agreements are necessary to give Voyago the right to make stops in the Town, and to ensure that terms regarding maintenance, liability, and indemnification between the Town, the County of Perth, and the City of Stratford are clear.

The launch of the project is scheduled for November 16, and the agreements still need to go through final insurance review. Staff are recommending that the agreements be approved subject to final review by Frank Cowan Company.

## RECOMMENDATION

**THAT** ADMIN 64-2020 regarding the Community Transportation project bus stop license agreements be received; and

**THAT** Council approve the bus stop license agreements for the InterCity and IntraCounty Community Transportation Projects, conditional upon a favorable review by the municipal insurer; and

**THAT** Council consider By-Law 97-2020 authorizing the Mayor and Clerk to sign a Bus Stop License Agreement with the City of Stratford and North Perth for the InterCity Community Transportation Project; and

**THAT** Council consider By-Law 98-2020 authorizing the Mayor and Clerk to sign a Bus Stop License Agreement with the County of Perth for the IntraCounty Community Transportation Project; and

**THAT** the CAO be delegated authority to make any final edits to the Bus Stop License agreements as may be necessary to bring it into final form.

## BACKGROUND

The Community Transportation pilot project “Perth County Connect” will launch on Monday November 16. The first six weeks will be considered a “soft launch”, with reduced stops and adjusted hours to help support retail shopping during the holiday season.

In order to implement this service, the Town must enter into a licensing agreement with the City of Stratford and the County of Perth to allow the buses to stop in in our municipality on municipal property.

## REPORT

Attached to this report are the license agreements for the InterCity and the IntraCounty Community Transportation projects. The legal agreements have been reviewed by the Town’s legal counsel.



Proposed stops on municipal property are as follows:

Town Hall (Church St. N Stop in Police Parking area)  
175 Queen St E

VIA Rail Station  
5 James St N

St. Marys Memorial Hospital (Maiden Lane Stop)  
267 Queen St W

Stops were selected in consultation with the Town's CAO, Manager of Tourism and Economic Development, and the Director of Public Works. At launch, the InterCity service will use the stop at Town Hall, and the IntraCounty service will use stops at the Hospital and Town Hall. Once the full launch phase of the project commences in January 2021, the VIA stop will be added to both projects and the Hospital stop will be added to the InterCity service.

Under the agreements, the Town would be included as additional insured on the City and County insurance policies. The Town would be responsible for maintaining the stops, including snow removal and general repairs. This work forms the Town's in-kind contribution to both projects as noted in the original grant application.

## **FINANCIAL IMPLICATIONS**

The Town will incur minor costs for snow removal and sign maintenance at each of the stop locations.

## **SUMMARY**

At this point in time, a review by the Town's insurer is pending. To expediate this process and allow the service to launch on November 16, it is recommended that Council approves the agreements conditional on a favorable review by Frank Cowan Company and that Council delegates authority to the CAO to make any final changes to the agreements as recommended by the municipal insurer to bring them into final form.

## **STRATEGIC PLAN**

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

- Pillar #3 Balanced Growth
  - **Priority:** Scale-based demographic growth & targeted immigration
  - **Outcome:** One of the only remaining means of growing the population is by attracting newcomers to St Marys.  
St Marys will identify both the key demographics they wish to attract, and match these against existing amenities that would best serve those demographics.
  - **Tactic(s):**
    - Identify what infrastructure needs should be in place to attract retain this demographic (e.g. housing that's affordable, public services, etc.)
    - Seek partnerships and additional financial support (government and others) to continue this approach.

## **OTHERS CONSULTED**

Ken Strong, Town Solicitor

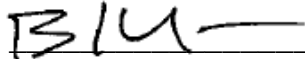
Chief Greg Skinner - the Stratford Police Chief has no concern for the police parking area to be used as a bus stop at Town Hall

## **ATTACHMENTS**

1. InterCity Bus Stop License Agreement
2. IntraCounty Bus Stop License Agreement

## **REVIEWED BY**

**Recommended by the CAO**

A handwritten signature in black ink, appearing to read "BKittmer", followed by a horizontal line.

Brent Kittmer  
Chief Administrative Officer

## **Licence Agreement**

THIS LICENCE AGREEMENT made this \_\_\_\_ day of November 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF STRATFORD**  
(hereinafter called the “**City**”)

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF ST. MARYS**  
(hereinafter called “**St. Marys**”)

OF THE SECOND PART

- and -

**THE CORPORATION OF THE MUNICIPALITY OF NORTH PERTH**  
(hereinafter called “**North Perth**”)

OF THE THIRD PART

**WHEREAS** the City, St. Marys, and North Perth (collectively the “**Parties**”) are committed to the transportation project that will provide inter-regional bus service to the agreed upon intermodal transportation hubs located in the Cities of Kitchener and London (the “**Intermodal Transportation Project**”);

**AND WHEREAS** the Intermodal Transportation Project will enable passengers to access business activities, hospital and medical appointments, government agencies and services, shopping, industry and employment in the City, St. Marys and North Perth and enhance regional transportation links located across Southwestern Ontario;

**AND WHEREAS** the Parties have entered into an agreement in support of the Intermodal Transportation Project and have confirmed that the City shall be responsible for overseeing and managing the Intermodal Transportation Project in accordance with the agreement entered into by the City with the Province of Ontario for the Community Transportation Grant Program and implementation of the Intermodal Transportation Project (the “**Transfer Payment Agreement**”) and any other agreements relating to the Intermodal Transportation Project;

**AND WHEREAS** the City entered into an agreement with 947465 Ontario Ltd. o/a Voyago (“**Voyago**”) for the provision and operation of the passenger transportation services required to implement the Intermodal Transportation Project;

**AND WHEREAS** the Intermodal Transportation Project will establish a regional intermodal passenger bus service relying on scheduled bus runs to connect the Perth County transportation

hubs of the City, the community of Listowel in North Perth, and St. Marys to intermodal services in the Cities of London and Kitchener ("**Service Delivery Area**");

**AND WHEREAS** the Parties entered into an Agreement on September XX, 2020 confirming that the City shall be responsible for overseeing and managing the Intermodal Transportation Project ("**Transportation Project Agreement**");

**AND WHEREAS** to facilitate the Intermodal Transportation Project the City wishes to place a bus stop on property(ies) owned by St. Marys and North Perth (collectively the "**Licensors**") to facilitate the pick-up and drop-off of passengers utilizing the Intermodal Transportation Project (the "**Licensed Stop(s)**");

**AND WHEREAS** the agreed upon Licensed Stops are identified on Schedule "A" attached to this Agreement.

**AND WHEREAS** St. Marys and North Perth are agreeable to the Licensed Stop being located on Licensors' property subject to the terms and conditions of this Agreement;

**NOW THEREFORE** in consideration of the payment of Ten Dollars (\$10.00) from the City to St. Marys and North Perth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **RECITALS**

1. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

#### **Schedules**

2. It is understood and agreed that the following Schedules are attached hereto and form part of this Agreement:
  - a. Schedule "A" – Licensed Stops
  - b. Schedule "B" - Transportation Project Agreement

#### **USE AND OCCUPATION OF LAND**

3. The City (together with its employees, officers, directors, agents, contractors, service providers, and invitees; collectively, the "**Licensee Parties**") is hereby granted a non-exclusive license to use and occupy the Licensed Stop, provided that the Licensed Stop is used only for the purposes of the pick-up and drop-off of passengers utilizing the Intermodal Transportation Project (the "**Licensed Activity**").
4. The City shall not do or permit to be done on or at the Licensed Stops that may:
  - a. constitute a nuisance;
  - b. cause damage to the Licensed Stop, in whole or in part;

- c. cause injury or material annoyance to occupants of neighbouring lands or premises, including those of the St. Marys and/or North Perth;
- d. make void or voidable any insurance upon the Licensed Stop; or
- e. constitute a breach of any applicable by-law, statute, order, policy, by-law or regulation of any municipal, provincial, federal or other competent authority having jurisdiction over the City and relating to the City's use of the Licensed Lands (collectively, "**Applicable Laws**").

Notwithstanding the foregoing, St. Marys and North Perth acknowledges and agrees that use of the Licensed Lands by the Licensee and the Licensee Parties for the Licensed Activity shall not constitute nor be deemed to be a violation or breach of this section 2.

#### **VOYAGO LICENCE**

- 5. The City shall ensure that Voyago at all times complies with its Operating Licence Issued by the Ontario Highway Transport Board (#PV-5994). The City shall notify North Perth and St. Marys forthwith should such licence be canceled, suspended, amended and/or replaced.

#### **TERM**

- 6. The initial term of this License Agreement shall commence on the date of signature of the last signing party to this Agreement (the "**Effective Date**") and shall terminate on September 30, 2023 (the "**Expiry Date**").

#### **TERMINATION AND EXTENSION**

- 7. During the initial term of this Agreement (being the Effective Date to the Expiry Date), the Parties acknowledge and agree that this Agreement may be terminated by any of the Parties if any of the following occurs:
  - a. the Transportation Project Agreement is terminated;
  - b. the Licensed Lands at any time during the initial term become unsuitable for the Licensed Activity by reason of fire, flood, lightning, tempest, earthquake, explosion or Acts of God or the Queen's enemies;
  - c. the lands are sold or otherwise disposed of for a bona fide purpose and no longer under the control and oversight of the Parties;
  - d. the City terminates the agreement with Voyago as it relates to the provision of the Intermodal Transportation Project;
  - e. for any reason the Party gives one hundred and twenty (120) days notice to each of the other Parties in writing.
- 8. Upon the termination of this Agreement in whole or in part, by expiry of its Term or otherwise, the City shall peaceably and quietly cease any use of the Licenced Stops and

shall leave such Licensed Stops in a clean and tidy condition subject to normal wear and tear arising from the Licensed Activity.

#### **LICENCE FEES**

9. The City shall pay to the Licensors an aggregate nominal annual fee of one (1) dollar, for each year of the Term, (the “**Licence Fee**”). Such License Fee is a gross license fee, inclusive of all operating costs, taxes, utilities and other costs.

#### **CONDITION OF LICENSED STOPS**

10. The Licensors shall make all reasonable repairs and replacements to the Licensed Stops, in their absolute and unfettered discretion.
11. The Licensors shall ensure that the Licensed Property remains clear of ice, snow, potholes and other obstructions to the effect that access to and from the Licensed Stop by the general public and the service provider is not impeded. Such maintenance shall be carried out by the Parties throughout the year while this Agreement is in effect.

#### **ACCESS & SCHEDULING**

12. The City, and the agreed upon service provider, Voyago, including its employees or persons authorized by the City, shall have full and free access to the Licensed Stops during regular business hours and for the periods agreed upon by the Parties necessary for the provision of the Intermodal Transportation Project.

#### **THE CITY'S COVENANTS**

13. The City agrees in the use of the Licensed Stops:
  - a. Not to erect any building, sign or other structure, on the Licensed Stops unless the Parties permit such in writing; and
  - b. To ensure that Voyago repair, at its cost, any damage to the Licensed Lands as reasonably necessary as the result of any material discharge of vehicle fuel or other fluids from vehicles owned or operated by Voyago in contravention of any applicable environmental laws,

#### **INDEMNITY**

14. The Parties agree to indemnify the other in accordance with the provisions of the Transportation Project Agreement attached as Schedule “B” to this Licence Agreement.

#### **INSURANCE**

15. All Parties agree that insurance shall be provided pursuant to the provisions of the Transportation Project Agreement attached as Schedule “B” to this Licence Agreement.

#### **NOTICES**

16. Any Communication shall be in writing and may be delivered:
  - a. personally, or by courier;
  - b. by prepaid registered mail; or

- c. by facsimile; or
- d. by electronic mail or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the three methods of delivery referred to above or confirmation of the electronic mail or equivalent electronic means of transmission is confirmed as being received by the party to whom it was sent.

17. Any Communication shall be delivered to the persons and addresses as follows:

**to North Perth at:** Clerk  
The Corporation of the Municipality of North Perth  
330 Wallace Avenue North  
Listowel, ON N4W 1L3

Email:  
Facsimile:

**to the City at:** Clerk  
The Corporation of the City of Stratford  
City Hall, P.O. Box 818  
Stratford, ON N5A 6W1

Email:  
Facsimile: 519.271.2783

**to St. Marys at:** Clerk  
The Corporation of the Town of St. Marys  
175 Queen Street East, P.O. Box 998  
St. Marys, ON N4X 1B6

Email:  
Facsimile: 519.284.3881

or to any other address as any of the Parties may at any time advise the other by Communication given or made in accordance with this section.

18. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

## **GENERAL**

19. Each party, at the request of the other, shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
20. The Parties shall not assign any of its rights or obligations under this Agreement to any third party without the express written permission of the other Parties, which permission shall not be unreasonably withheld, but may sub-license to other publicly owned or privately owned bus operators contracted by the City to operate the Intermodal Transportation Service with the written permission of the other Parties.
21. This Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein and supersedes all previous agreements or representations of any kind, written or verbal, existing between the parties.
22. Each of the Parties are acting as an independent party in the performance of this Agreement and shall not be deemed to be the agent, partner of, or in joint venture with the City and the City's employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with St. Marys and/or North Perth.
23. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
24. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.
25. If a court or other lawful authority of competent jurisdiction declares any provision of this Agreement invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall continue in full force as long as they express the intent of the parties. If the intent of either party cannot be preserved, this Agreement shall be either renegotiated or terminated by the Parties upon giving thirty (30) days' written notice.
26. In the event of any expiration or termination of this Agreement for any reason whatsoever, the provisions of this Agreement by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.
27. This Agreement shall enure to the benefit of and be binding upon each party's respective successors and permitted assigns, executors and administrators.
28. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by other electronic



transmission shall be as effective as delivery of a manually executed original signature page to this Agreement.

**[ONE (1) SIGNATURE PAGE FOLLOWS]**

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

**THE CORPORATION OF THE CITY OF STRATFORD**

Per: \_\_\_\_\_  
Mayor – Daniel B. Mathieson

Per: \_\_\_\_\_  
Clerk – Tatiana Dafoe  
We have the authority to bind the City

**THE CORPORATION OF THE TOWN OF ST. MARYS**

Per: \_\_\_\_\_  
Mayor - Al Strathdee

Per: \_\_\_\_\_  
Clerk – Brent Kittmer  
We have the authority to bind St. Marys.

**THE CORPORATION OF THE MUNICIPALITY OF  
NORTH PERTH**

Per: \_\_\_\_\_  
Mayor - Todd Kasenberg

Per: \_\_\_\_\_  
Clerk - Patricia Berfelz  
We have the authority to bind North Perth.

**SCHEDULE "A"**

**"Licensed Stops" means stops showing in the following list/diagram.**

<b>Stop Name</b>	<b>Address</b>	<b>Municipality</b>
Town Hall	175 Queen Street. E.	St. Marys
Via Rail Station	5 James Street N.	St. Marys
St. Marys Memorial Hospital	267 Queen Street St. W. (Maiden Lane Stop)	St. Marys
North Perth Public Library, Listowel Branch	260 Main St. W.	North Perth

**SCHEDULE "B"**

**Transportation Project Agreement**

## BUS STOP ACCESS AGREEMENT

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CORPORATION OF THE COUNTY OF PERTH**  
(hereinafter the “**County**”)

- and –

**THE CORPORATION OF THE TOWN OF ST. MARYS**  
(hereinafter the “**Licensor**”)

**WHEREAS** the County wishes to create an intra-county community bus transportation service (the “**Bus Service**”) linking the communities of Stratford, Gads Hill, Brunner, Milverton, Newton, Millbank, Listowel, Atwood, Monkton, Mitchell, Sebringville, St. Marys and Stratford;

**AND WHEREAS** the County wishes to place a bus stop on the property owned by the Licensor to facilitate pick-ups and drop-offs of bus passengers (the “**Bus Stop(s)**”);

**AND WHEREAS** the Licensor is agreeable to the Bus Stop being located on the Licensor’s property subject to the terms of this Agreement.

**NOW THEREFORE** in consideration of the payment of Two Dollars (\$2.00) from the County to the Licensor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Licensor hereby grants the County a license to place a Bus Stop on the property owned by the Licensor and municipally known as ST. MARYS TOWN HALL, VIA RAIL STATION, and MAIDEN LANE (the “**Properties**”). The Bus Stops shall be located as set forth on Schedule “A” attached hereto. The Licensor acknowledges and agrees that the Bus Stops shall be used by the general public to access the Bus Service, and agrees to permit the uninterrupted and unobstructed right for the general public and the Bus Service provider to access the Bus Stops.
2. The Licensor shall not require payment for the use of the Property for the Bus Stops.
3. The initial term of this Agreement shall be one (1) year from the date hereof. Unless either party elects to terminate this Agreement as otherwise provided for herein, this Agreement shall automatically renew for successive one (1) year terms.
4. The Licensor may terminate this Agreement at any time after the initial one (1) year term upon providing the County with sixty (60) days’ written notice.
5. The County may terminate this Agreement at any time upon providing the Licensor with sixty (60) days’ written notice. Nothing in this Agreement shall be construed as obligating the County to continue to provide the Bus Service from the Property.
6. The Licensor shall ensure that the Property remains clear of ice, snow, potholes and other obstructions to the effect that access to and from the Bus Stops by the general public and the Bus Service provider is not impeded. Such maintenance shall be carried out by the Licensor throughout the year while this Agreement is in effect.

7. The County agrees to save harmless and indemnify and keep indemnified the Licensor from and against all actions, suits, claims and demands which may be brought against or made upon the Licensor and from all losses, costs, damages, charges or expenses which may be incurred, sustained or paid by Licensor in consequence of the use of the Properties for the Bus Stops, provided that such actions, suits, claims or demands have not arisen as a result of the intentional act or negligence of the Licensor or those for whom the Licensor is responsible at law.
8. The Licensor agrees to save harmless and indemnify and keep indemnified the County from and against all actions, suits, claims and demands which may be brought against or made upon the County and from all losses, costs, damages, charges or expenses which may be incurred, sustained or paid by the County in consequence of the Licensor's breach of the terms of this Agreement including, without limitation, the failure of the Licensor to keep the Property reasonably clear of ice, snow, potholes and obstacles, and provided that such actions, suits, claims or demands have not arisen as a result of the intentional act or negligence of the County or those for whom the County is responsible at law.
9. In order to ensure it is capable of meeting its obligations under this Agreement, the County shall take out and maintain a comprehensive policy of public liability and property damage insurance acceptable to the Licensor providing occurrence-based insurance coverage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence exclusive of interest and costs. Such policy shall show the Licensor as an additional insured thereunder. Such policy shall provide for waiver of subrogation, severability of interests, cross-liability and that it is primary insurance that will not call into contribution any other insurance that may be available to the Licensor. The County shall forward to the Licensor a certificate of the said policy satisfactory to the Licensor forthwith upon request.
10. In order to ensure it is capable of meeting its obligations under this Agreement, the Licensor shall take out and maintain a comprehensive policy of public liability and property damage insurance acceptable to the County providing occurrence-based insurance coverage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence exclusive of interest and costs. Such policy shall show the County as an additional insured thereunder. Such policy shall provide for waiver of subrogation, severability of interests, cross-liability and that it is primary insurance that will not call into contribution any other insurance that may be available to the County. The Licensor shall forward to the County a certificate of the said policy satisfactory to the County forthwith upon request.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
12. This Agreement shall be governed by the laws of the Province of Ontario.
13. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument. The parties hereto agree that this Agreement may be transmitted by fax, email or such similar device and that the reproduction of signatures by fax, email or such similar device will be treated as binding as if original and each party undertakes to provide the other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

14. All notices which may be required to be given or made pursuant to this Agreement shall be made in writing and shall be served personally or by email or mailed by prepaid registered mail, in the case of:

- a. The Corporation of the County of Perth  
1 Huron Street  
Stratford, ON N5A 5S4  
Attn: Clerk  
Email: tsager@perthcounty.ca
- b. The Corporation of the Town of St. Marys  
175 Queen Street East  
St. Marys, ON N4X 1B6  
Attn: Clerk  
Email: clerksoffice@town.stmarys.on.ca

or to such other address or email address as either party may from time to time advise the other party by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery if served personally, the next business day if served by email, or the third business day following mail be registered mail.

**IN WITNESS WHEREOF** the parties hereto have signed this agreement on the date written above.

**The Corporation of the County of Perth**

Per: \_\_\_\_\_  
James Aitcheson, Warden

Per: \_\_\_\_\_  
Tyler Sager, Clerk

**The Corporation of the Town of St. Marys**

Per: \_\_\_\_\_  
Al Strathdee, Mayor

Per: \_\_\_\_\_  
Jenna McCartney, Clerk

## SCHEDULE "A"

### ST. MARYS TOWN HALL



### ST. MARYS VIA RAIL STATION





MAIDEN LANE @ ST. MARYS MEMORIAL HOSPITAL



## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Finance / Treasurer
<b>Date of Meeting:</b>	10 November 2020
<b>Subject:</b>	<b>FIN 38-2020 COVID Business Grant Program</b>

### PURPOSE

To provide Council with an update and seek direction on the selection committee for the COVID Business Grant program being recommended by the Business Economic Support and Recovery Task Force.

### RECOMMENDATION

**THAT** FIN 38-2020 COVID Business Grant Program report be received; and

**THAT** Council authorize the selection committee to approve eligible business grants for up to \$3,000; and

**THAT** Council appoint the following as the COVID Business Grant selection committee:

- André Morin, Director of Finance/Treasurer
- Kelly Deeks-Johnson, Tourism and Economic Development Manager
- Councilor \_\_\_\_\_

### BACKGROUND

As part of Council's efforts to assist the community through the COVID-19 pandemic, a Business Economic Support and Recovery Task Force (the "Task Force") was created by Council on May 19, 2020. The Task Force is comprised of 2 Elected Officials and 5 members of the public appointed by Council.

The current duties and mandate of the Task Force outlined in their Terms of Reference are:

The Business Economic Support and Recovery Task Force shall advise and assist Council and the citizens of the Town of St. Marys on matters relating to business and the COVID-19 pandemic.

The Committee focus will be supporting the business community during and immediately following the COVID-19 pandemic. The role of the Committee is to assist in advancing the priorities as outlined by Council, the Community Business Plan and Community Financial Relief Plan.

Specific duties of the Committee may include:

1. Review and understand the current COVID-19 financial support/incentive programs offered to businesses and business owners by the Provincial and Federal Governments;

2. Engage with the local business community to understand the challenges facing businesses and their needs to overcome these challenges;
3. Research and make recommendations to Council on local financial programs that should be offered by the municipality to the local business community;
4. Research and make recommendations to Council on how best to support the local business community;
5. Research and make recommendations to Council regarding how to increase existing partnerships and develop new business partnerships.

At the meeting of the Task Force on September 30, 2020; two sub-committees were created to investigate and bring forward recommendations on two new initiatives:

1. Enhanced Tourism website – information on this project will be brought forward as part of the 2021 Capital Budget deliberations.
2. COVID Relief Grant program for Businesses

This report is to bring forward information from the sub-committee relating to the second item: COVID Relief Grant program for Businesses.

## REPORT

It has been identified by the Task Force that our local businesses, in general, have been able to shift and revise their business processes in order to navigate the COVID-19 pandemic economic impacts. That is not to say some businesses are not struggling. Furthermore, it is very evident, that the pandemic impacts every business differently. The other reality is that the pandemic has lasted, and will continue to last, much longer than most of us would have anticipated back in March.

These observations led to a recommendation of the need for a small grant relief program to give those businesses that are struggling financially, or that have been putting in an extraordinary amount of effort to remain viable, an opportunity to access funds to help them succeed.

The Task Force made the following recommendation at their meeting on October 28, 2020:

**THAT** FIN 26-2020 COVID Relief for Business Grant Program be received; and

**THAT** the Business Economic Support and Recovery Task Force recommend the Town of St. Marys proceed with a COVID Relief grant program for businesses as recommended

The grant program is not expected to exceed \$50,000 and the intent is to have a first round immediately to assist businesses prior to the holidays. The immediate funding source for the grant program is the COVID-19 business relief funds previously approved by Council.

Staff are also pursuing additional funds to further resource the proposed business grant program as FedDev Ontario has opened up their funding program. As a result, the Regional Tourism Organization 4 Inc. (RTO4) is leading a funding application with the following partners – St. Marys, Perth County, Wellington County, Huron County, and City of Guelph. The funding request is for \$850,000, with RTO4 committing \$150,000 and the Communities committing \$85,000; the funds are to be used to provide support to businesses and tourism as a result of the COVID-19 economic pressures. Each municipality would manage their own grant program guidelines, applications, and selection criteria. If approved, the criteria below will likely remain unchanged, but it will allow the Town to enhance the amount of dollars provided and extend the number of rounds of funding we can launch.

The following grant guidelines are being proposed for the discussion of the Task Force:

- Amount of Grant: Up to \$3,000 per business

***(Note: This amount may change if a proposed FedDev funding application is approved)***

- Eligibility:
  - Business must be located in St. Marys
  - Encourage funds to be spent locally
  - Business must demonstrate that they have had a financial impact due to COVID-19. Some examples could be:
    - Reduction in revenue and/or sales
    - Increase in operating costs
    - Reduced staffing

***(Note While it is important to protect public funds, it was also important for the sub-committee to keep the eligibility and application process simple as the businesses are already overwhelmed in keeping operational)***
- Application Process
  - The Town would use an online short form for businesses to complete
  - The application process will open on November 11<sup>th</sup> to allow for the first round of successful applicants to receive funding by December 1<sup>st</sup> in order to possibly assist with the Christmas season
- Selection Committee
  - The selection committee will need to be approved by Council but is suggested to be:
    - Town staff (2 - 3 members)
    - Town Council (1-2 members)
    - RTO4 rep (1 member) – this would only be required if the FedDev grant is approved

***(Note: It was noted that Task Force members would be in conflict of interest if they were on the selection committee)***
- Advertising/Marketing
  - It will be very important to get this information and application process out to our local businesses using as many of our platforms as possible, including but not limited to:
    - Email list
    - Press Release
    - BIA
    - Social media
    - Newsprint
    - Word of Mouth
  - This advertising campaign has already begun by including some preliminary information within the Town's newspaper COVID blog and the business newsletter.

## **FINANCIAL IMPLICATIONS**

The Town allocated \$100,000 for business related COVID relief programs. To date, approximately \$20,000 has been committed. This grant program is not expected to exceed \$50,000. The Town's

funds will hopefully be leveraged within the FedDev application and if successful, the Town's commitment would be a maximum of \$15,000 - \$20,000.

## **SUMMARY**

The Task Force has recommended that a business grant program to provide up to \$3,000 in funding to those businesses financially impacted by COVID-19. Grant funds will be flexible in order to assist businesses ensure they can successfully cope with COVID-19 challenges.

The intent is to have the first round of funding be available before the holidays. Subsequently, staff and the Task Force would review the program, make any necessary changes, and recommend a second round early in the new year.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Business Economic Support and Recovery Task Force

Kelly Deeks-Johnson, Tourism and Economic Development Manager

## **ATTACHMENTS**

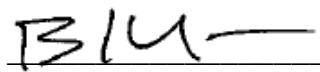
None.

## **REVIEWED BY**

### **Recommended by the Department**

  
\_\_\_\_\_  
André Morin  
Director of Finance/Treasurer

### **Recommended by the CAO**

  
\_\_\_\_\_  
Brent Kittmer  
Chief Administrative Officer



## FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Dave Blake, Environmental Services Supervisor
<b>Date of Meeting:</b>	10 November 2020
<b>Subject:</b>	<b>PW 68-2020 Engineering Services Award – WPCP Capital Works</b>

### PURPOSE

This report presents information to Council regarding the Engineering Services Agreement for the Water Pollution Control Plant (WPCP) capital works related to the grit removal system, odour control system and administration control building upgrades as approved by Council.

### RECOMMENDATION

**THAT** report PW 68-2020, Engineering Services Award – WPCP Capital Works be received; and

**THAT** Council consider By-Law 99-2020 authorizing the Mayor and Clerk to sign the associated Agreement with R.J. Burnside and Associated Limited for the upset limit of \$371,625.00 plus applicable taxes.

### BACKGROUND

In 2017, as part of the Clean Water and Wastewater Fund grant program, the Town administered a design program at the WPCP to enable a shovel ready project at the Site. Through a competitive procurement process for engineering services, R.J. Burnside and Associated Limited was selected to complete the design of the new grit removal system, administration control building and odour control system. Design works were completed in circa 2019.

Following the development of a shovel ready project, the Town unsuccessfully applied for multiple grant funding opportunities to facilitate the construction of the proposed works. In the fall of 2020 as part of the annual wastewater financial assessment update, staff proposed that the project be implemented through debenture financing to be funded by the wastewater system. As such, on October 13<sup>th</sup>, 2020, to following resolution was carried:

***Resolution 2020-10-13-04***

***Moved By Councillor Hainer***

***Seconded by Councillor Edney***

***THAT*** staff be directed to proceed with the grit removal, administration and odour control capital project at the Water Pollution Control Plant; and,

***THAT*** staff be authorized to proceed with pre-qualifying contractors for the project in the Fall 2020; and,

***THAT*** staff be authorized to release the tender to qualified contractors upon the completion of the pre-qualification process.

As such, this report presents the engineering services Agreement for consideration with the project design engineering firm to enable the project to proceed.

## **REPORT**

Following the direction of Council to proceed with the capital project at the WPCP, staff requested a proposal from the design engineer for Contract Management and Administration.

Tasks that would be completed via the Agreement are, but not limited to:

- Site Meetings;
- Shop drawing reviews;
- Site inspections;
- Coordination of equipment commissioning via contractors;
- Specialty inspections (i.e. electrical)
- Project administration and preparing payment certificates
- Etc.

The Agreement, although administered through time and materials, provides an upset limit to be incurred for the project of \$371,625.00 plus applicable taxes. Given the extent of the works to be completed, the Agreement allocated 18-months for construction with an assumption of 9-months full time site supervision and 9-months part time site supervision. Actual levels of inspection required for the project to be determined following the submission of a construction schedule from the successful contractor.

## **FINANCIAL IMPLICATIONS**

This Agreement would result in an upset limit for services of \$371,625.00, plus applicable taxes.

The cost of this Agreement has been factored into the overall cost projection of the project and would be funded through long-term debenture financing along with the overall construction costs.

The estimated project total, including Engineering Services is preliminarily estimated at \$4,900,000.00

## **SUMMARY**

Based on the information within this report, Staff recommends proceeding with the MEA/CEO Agreement with R.J. Burnside and Associates Limited. The Agreement will enable the Town to complete the works with a fixed upset limit for engineering services, while also enabling cost management based on timelines, and actual construction duration encountered.

## **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.

## **OTHERS CONSULTED**

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

## **ATTACHMENTS**

Attachment No. 1 – MEA / CEO Agreement

## **REVIEWED BY**

### **Recommended by the Department**

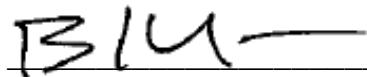


Dave Blake, C.E.T.  
Environmental Services Supervisor



Jed Kelly  
Director of Public Works

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer



Consulting Engineers of Ontario (CEO)  
in partnership with the  
Municipal Engineers Association (MEA)

**CLIENT/ENGINEER AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

ENGINEERING SERVICES FOR THE TENDERING,  
PERMITTING, CONTRACT ADMINISTRATION AND  
CONSTRUCTION INSPECTION FOR ST MARYS  
WASTEWATER FACILITY UPGRADES

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 2nd day of November A. D. 2020**

**-BETWEEN-**

**THE CORPORATION OF THE TOWN OF ST. MARYS**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**R.J. BURNSIDE & ASSOCIATES LIMITED**

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to complete the construction of various upgrades at the St. Marys Wastewater Treatment Plant. The project consists of the following:

The St. Marys Wastewater Treatment Plant (WWTP) was constructed in the early 1970's with many processes and equipment still in operation today. The current grit removal system consists of an elevated, open air process and has reached its end of life along with the Administration building for the facility. The Client previously retained the Engineer to provide engineering services related to the design of a new grit removal system, associated odour control system and an administration building for the WWTP. Following completion of the design, the Client sought engineering services including tendering, permitting, contract administration, and construction inspection for the construction of these facility upgrades.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

### 1. **Engineer**

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

### 2. **Services** –Tendering, permitting, contract administration and construction inspection

## **ARTICLE 1 - GENERAL CONDITIONS**

### **1.1 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

### **1.2 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2 and as further described in Schedule A.

### **1.3 Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### **1.4 Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### **1.5 Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### **1.6 Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

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- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

#### **1.7 Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

#### **1.8 Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

#### **1.9 Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

#### **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

#### **1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$5,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in this clause section (a) and (b), or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of



the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

## 2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client

## 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

## 1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## 1.23 **Estimates, Schedules and Staff List**

### 1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

### 1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

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### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

### **1.24 Additional Conditions**

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.01 Services to be provided by Engineer as detailed in the Engineer's Proposal.
- 2.02 Services to be provided by Client as detailed in the Engineer's Proposal.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 Basis of Payment *(Strike out those that do not apply)*

#### 3.2.1 Fees Calculated on a Percentage of Cost Basis – (Deleted)

#### 3.2.2 Fees Calculated on a Time Basis – (Contract Administration and Site Review)

##### 3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as per the consultants proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

##### 3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Lump Sum Fee – (Deleted)**

### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

### **3.2.5 Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$371,625.00 plus applicable taxes for Services described in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

## **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 1 percent monthly will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

### **3.3.2 Fees Calculated on a Percentage of Cost Basis (Deleted)**

### **3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 1% per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** R.J. Burnside & Associates Limited

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

Signature	
Name	Jamie Jupp, M.Eng., P.Eng.
Title	Senior Project Manager

**THE CORPORATION OF** THE TOWN OF ST. MARYS

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

Signature		Signature	
Name	Al Stratthdee	Name	Jenna McCartney
Title	Mayor	Title	Clerk



## ARTICLE 5 – ATTACHMENTS

*Proposal*

*Certificate of General Liability and Automobile Insurance*

*Certificate of Professional Liability Insurance*

*WSIB*

## **SCHEDULE “A”**

Fees and Expenses for the tendering, permitting, contract administration and construction inspection shall be on a time basis as per Section 3.2.2 subject to an upset limit of \$371,625.00 as per Section 3.2.5



October 5, 2020

**Via: Email**

Mr. Dave Blake  
Environmental Services Supervisor  
Town of St. Marys  
175 Queen Street East  
St. Marys ON N4X 1B6

Dear Mr. Mills:

**Re: St. Marys Wastewater Facilities Upgrades  
Tendering, Permitting and Contract Administration and Construction Inspection  
Proposal  
Project No.: 300041268.0000**

R.J. Burnside & Associates Limited (Burnside) is pleased to submit a proposal to provide engineering services for the permitting, tendering, contract administration and construction inspection of the St. Marys Wastewater Facilities upgrades project.

Our team includes Eramosa Engineering Inc. (Eramosa). Eramosa will carry out the electrical inspection.

## **1.0 Project Understanding**

Several upgrades are required at the Town's Wastewater Treatment Plant (WWTP) in order to meet the facilities' current and future needs. The current upgrades involve a new grit removal system, odour control and a new administration building at the WWTP.

The existing grit removal system and the administration, control and laboratory building have reached the end of their service lives, having been constructed in 1972. The proposed scope of work will include the construction of a new grit removal system with an odour control system as well as the new administration building.

Based on the above, we have developed a scope of work which we believe will satisfy the needs of this project.

## **2.0 Scope of Work**

Our proposed work plan for the tendering, contract administration and construction inspection associated with the St. Mary's Wastewater Facilities Upgrades is summarized below. The scope includes applications and Environmental Compliance Approval (ECA) amendment and approval from the local conservation authority, as well as providing tender, contract administration and construction inspection services.

### **2.1 Task 1 – Project Management**

The project management task consists of monitoring and control of the project budget and schedule.

Key tasks include:

- Management of project deliverables,
- Budget and schedule monitoring, and
- QA/QC requirements.

### **2.2 Task 2 – Approvals**

Burnside will prepare the necessary documentation for the required ECA amendment and application package for the Upper Thames Conservation Authority. It is assumed that any costs associated with the application will be paid for by the Town.

### **2.3 Task 3 – Tendering Phase**

Burnside will assist the Town in establishing all bond requirements, cost estimates, and all necessary forms required for the tendering process. We have allowed for a three-week tender period, during which we will arrange and attend a site visit with the bidders to confirm the scope of work. It is assumed that any costs associated with tender advertisement will be paid for by the Town.

Additionally, we will address proponents' technical questions during the tender period via addenda and will attend the tender opening, should the Town desire. We will then complete a review of the three lowest bids for mathematical accuracy, contractor suitability, as well as technical and administration compliance and prepare a letter of recommendation for award.

After the tender period and recommendation for award, Burnside will prepare "Issued for Construction" drawings and specifications incorporating all addenda.

### **2.4 Task 4 – Contract Administration and Construction Inspection**

After the Municipality awards the project, and notifies the chosen contractor, we will arrange and chair a pre-construction meeting where we will clarify the scope of work. We have estimated an 18-month construction period, during which time Burnside will provide an experienced inspector and contract administrator to oversee the project. We envision that inspection will occur as follows:

- 9 months full-time inspection (40 hours per week); and
- 9 months part-time inspection (20 hours per week).

Contract administration was based on 10 hours per month for 18 months.

Specific tasks to be completed during the construction phase include:

- Chairing the pre-construction meeting and monthly site meetings (including preparation of meeting minutes);
- Shop drawing review;
- Site inspection;
- Coordination of equipment commissioning by the contractor;
- Specialty inspections, where required (i.e., Electrical);
- Preparing monthly payment certificates;
- Preparing the Certification of Substantial Performance;
- Preparing deficiency lists;
- Addressing contract claims and requests for information;
- Preparing change orders; and

As-constructed drawings will be prepared and submitted to the Municipality (in PDF and CAD formats) once the project is substantially complete. The current plant operations manual will also be updated and submitted to the Municipality in draft form for review. Comments received will be incorporated into the final version prior to submission.

During the warranty period, we will monitor the project with respect to deficiencies brought forward by the Municipality and coordinate their correction. At the end of the warranty period, a final inspection will be conducted which will coincide with a project completion meeting.

### 3.0 Project Costs

The proposed fee has been developed from our scope of work outlined above. Table 1 presents a summary of the total fee for this project. The estimated fees are based on a construction start in the year 2021 and an approximate 18-month construction duration. Burnside reserves the right to revise the fee estimate if required.

**Table 1: Proposed Fees**

Tasks	Fees
Project Management	\$11,700.00
Approvals	\$4,305.00
Tendering Phase	\$16,820.00
Contract Administration and Construction Inspection	\$338,800.00
<b>Total Fee (Excluding Taxes)</b>	<b>\$371,625.00</b>

The following assumptions are to be read in conjunction with the scope of work and fee/budget proposed above:

- The total fee presented in Table 1 does not include all applicable taxes;
- The Approvals phase does not include costs associated with submission to the MECP or UT and Tendering Phase does not include costs associated with advertisements, as it is assumed they will be paid for by the Municipality;
- Construction Inspection is based on 9 months at 40 hours per week and 9 months at 20 hours per week;

- Contract administration was based on 10 hours per month for 18 months; and
- Any additional meetings will be billed on a time and materials basis.

If you have any questions, comments, or concerns, please do not hesitate to contact us.

Yours truly,

**R.J. Burnside & Associates Limited**



Jamie Jupp, M.Eng., P.Eng.  
Project Manager  
JJ

This document contains proprietary and confidential information. As such, it is for the sole use of the addressee and R.J. Burnside & Associates Limited, and proprietary information shall not be disclosed, in any manner, to a third party except by the express written consent of R.J. Burnside & Associates Limited. This document is deemed to be the intellectual property of R.J. Burnside & Associates Limited in accordance with Canadian copyright law.

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# Authorization to Proceed

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**Date:** October 5, 2020 **Project No.:** 300041268.0000  
**Client:** Town of St. Marys  
**Submitted By:** Jamie Jupp, M.Eng., P.Eng.  
**Project:** St. Marys Wastewater Facilities Upgrades

I, \_\_\_\_\_, being an employee of \_\_\_\_\_, hereby authorize the firm of R.J. Burnside & Associates Limited (the Consultant), to arrange for or perform the work described in the Proposal Letter dated October 5, 2020.

I understand that the payment is based on an Upset Limit (\$371,625.00) and will not be exceeded without my authorization due to a change in the scope of work.

Tasks	Fees
Project Management	\$11,700.00
Approvals	\$4,305.00
Tendering Phase	\$16,820.00
Contract Administration and Construction Inspection	\$338,800.00
<b>Total Fee (Excluding Taxes)</b>	<b>\$371,625.00</b>

By affixing my signature, I understand that the scope of work contained in the Proposal Letter (noted above) is governed by the attached Standard Conditions of Service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

I have authority to bind the Corporation.

To hold the rates/and or fee estimate provided in the attached proposal, this Authorization To Proceed must be signed and returned to R.J. Burnside & Associates Limited within 60 days from the date above.

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## Standard Conditions of Service

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### Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

### Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses properly incurred in connection with the project will be billed at cost plus an administrative charge of eight percent.

The Consultant will assist in selecting and coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work and encourage Clients to do their own investigations. Clients are encouraged to request that other Consultants invoice them directly and save the eight percent added administration charge on that expense.

### Invoices

Invoices will be submitted on a monthly basis. Interest (1 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

### Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Client's needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

### Mediation

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

### Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.

The Consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

No other party shall rely on the Consultant's work without the express written consent of the Consultant.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

### Hold Harmless

Burnside's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce Burnside's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify Burnside from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

### Field Review Services

Where engaged by the Client, the Consultant will provide field review services. It is understood that in engaging the Consultant, the Client

recognizes that the role of the Consultant in completing field review is to ensure conformity of the construction with the identified design. The Consultant does not provide direction to the Contractor on construction methods, nor does the Consultant warrant the Contractor's work - this is the sole responsibility of the Contractor for which the Consultant will not take any liability. Prior to the initiation of construction, the Client and the Consultant will agree on a field review schedule. The Client acknowledges that where a reduced field review schedule is agreed, the Consultant will not be held liable for any work completed by the Contractor for which the Consultant has not been on site to witness conformity with the design.

### Governing Law

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

### Assignment

Neither party shall assign responsibilities without the written consent of the other.

### Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

### Suspension

Upon 14-calendar day's written notice to the Consultant, the Client may suspend the Consultant's work. If payment of the Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar day's written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

### Ownership of Documents

The Client shall be entitled to a copy of all drawings, specifications, designs and documents prepared by the Consultant but shall not use them for any other project. The originals shall remain the property of the Consultant.

### Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

### Tax

Any applicable taxes will be added to invoices.



## Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.


Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj- mmm-aaaa)
R.J. BURNSIDE & ASSOCIATES LIMITED	15 TOWN LINE, ORANGEVILLE, ON, L9W3R4, CA	541330: Engineering services 237110: Water and sewer line and related structures construction	A0000H2V6H	20-Aug-2020 to 19-Nov-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.  
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

## CERTIFICATE OF LIABILITY INSURANCE

**This certificate does not amend, extend or alter the coverage afforded by the policies below.**

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>		<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>				
Town of St. Marys 408 James Street South P.O. Box 998  St. Marys, ON N4X 1B6		R.J. BURNSIDE & ASSOCIATES LIMITED 15 TOWNLINE ROAD  ORANGEVILLE, ON L9W 3R4				
<b>3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES</b> (but only with respect to the operations of the Named Insured)						
Engineering Services for the Tendering, Permitting, Contract Administration and Construction Inspection for St Marys Wastewater Facility Upgrades.						
<b>4. COVERAGES</b>						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
<b>LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</b>						
<b>TYPE OF INSURANCE</b>	<b>INSURANCE COMPANY AND POLICY NUMBER</b>	<b>EFFECTIVE DATE</b> YYYY/MM/DD	<b>EXPIRY DATE</b> YYYY/MM/DD	<b>LIMITS OF LIABILITY</b> (Canadian dollars unless indicated otherwise)		
				<b>COVERAGE</b>	<b>DED.</b>	<b>AMOUNT OF INSURANCE</b>
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> Claims Made <b>OR</b> <input type="checkbox"/> Occurrence <input type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Employer's Liability <input type="checkbox"/> Cross Liability  <input type="checkbox"/> Waiver of Subrogation  <input type="checkbox"/> Tenants Legal Liability <input type="checkbox"/> Pollution Liability Extension <input type="checkbox"/> <input type="checkbox"/>	NOT APPLICABLE			Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate - Each Occurrence Products and Completed Operations Aggregate <input type="checkbox"/> Personal Injury Liability <input type="checkbox"/> Personal and Advertising Injury Liability Medical Payments Tenants Legal Liability Pollution Liability Extension   		
<input type="checkbox"/> Non-Owned Automobiles	NOT APPLICABLE			Non-Owned Automobile		
<input type="checkbox"/> Hired Automobiles	NOT APPLICABLE			Hired Automobiles		
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Described Automobiles <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Leased Automobiles ** <small>** All Automobiles leased in excess of 30 days where the insured is required to provide insurance</small>	Intact Insurance  730512079	2020 / 10 / 31	2021 / 10 / 31	Bodily Injury and Property Damage Combined Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage		5,000,000
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/>	NOT APPLICABLE			Each Occurrence Aggregate  		
<b>OTHER LIABILITY (SPECIFY)</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				    		
<b>5. CANCELLATION</b>						
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.						
<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>				<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (Commercial general Liability - but only with respect to the operations of the Named Insured)		
Orangeville Insurance Services Limited Box 250, 11 Mill St. Orangeville, ON L9W 2Z6  BROKER CLIENT ID: BUR430						
<b>8. CERTIFICATE AUTHORIZATION</b>						
Issuer Orangeville Insurance Services Limited		Contact Number(s)				
Authorized Representative		Type No Type No Type Phone No (519) 941-1500 Type Fax No (519) 941-7725				
Signature of Authorized Representative 		Date 2020   11   2 EMail Address vcourneyea@oisl.on.ca				

<b>CERTIFICATE OF LIABILITY INSURANCE</b>					ISSUE DATE YYYY/MM/DD 2020/11/04																	
<b>BROKER</b>  <div style="display: flex; align-items: center;"> <div> <b>Pro-Form Sinclair Professional, a division of HUB International Ontario Limited</b>            675 Cochrane Drive            Suite 200, East Tower            Markham, ON L3R 0B8            Candace Pietras         </div> </div>			This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.																			
<b>INSURED'S FULL NAME AND MAILING ADDRESS</b> R.J. Burnside & Associates Limited, Zarephath Inc. 15 Townline Road Orangeville, ON L9W 3R4 Canada			Company A Lloyds Underwriters																			
			Company B																			
			Company C																			
			Company D																			
			Company E																			
<b>COVERAGES</b>																						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.																						
<b>LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</b>																						
<b>TYPE OF INSURANCE</b>	<b>CO LTR</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE YYYY/MM/DD</b>	<b>EXPIRY DATE YYYY/MM/DD</b>	<b>LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)</b>																	
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	B0507IC1901069	2019/11/23	2020/11/23	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURRENCE</td><td style="width: 20%; text-align: right;">\$ 5,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>PERSONAL INJURY</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>EMPLOYER'S LIABILITY</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>TENANT'S LEGAL LIABILITY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>NON-OWNED AUTOMOBILE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>HIRED AUTOMOBILE</td><td style="text-align: right;">\$ 75,000</td></tr> </table>		EACH OCCURRENCE	\$ 5,000,000	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGGREGATE	\$ 5,000,000	PERSONAL INJURY	\$ 5,000,000	EMPLOYER'S LIABILITY	\$ 5,000,000	TENANT'S LEGAL LIABILITY	\$ 1,000,000	NON-OWNED AUTOMOBILE	\$ 2,000,000	HIRED AUTOMOBILE	\$ 75,000
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<b>DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES</b> (but only with respect to the operations of the Named Insured)																						
Project name: Engineering Services for the Tendering, Permitting, Contract Administration and Construction Inspection for St Marys Wastewater Facility Upgrades  Town of St. Marys is added as Additional Insured(s) to the Commercial General Liability Policy but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured.																						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																		
Town of St. Marys 408 James Street South, P.O. Box 998 St. Marys, ON N4X 1B6 Canada				Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"> </div> Per: _____ Page 1 of 1																		

**Board of Directors Meeting Highlights  
Held on October 15, 2020 at 8:30 AM  
as a Virtual Meeting**



## 2021 Budget

For the last three years we have had to adapt our operations to succeed in a Post-China world as they removed themselves from the commodity market. Their doors will finally close in 2021. During that time the US exchange rate has doubled our capital costs. The labour market continues to be difficult as the population ages and the younger workforce is not interested in careers in our industry. As we conquered each challenge, the world delivered us COVID-19 just to keep things interesting.

In 2020, the per share cost will rise to \$64.40 which represents 1% increase on recycling fees. Waste automated rates are based on the CPI rate estimated at 0.4% based on the June rates as published by Statistic Canada. The actual increase will be based on September data published later this month. Commodity revenue for 2020 is based on current tonnages and the current prices. Grants are based on what was projected for this year's but since the budget was approved in principle, we have learned that we will actually receive \$131,000 less as a result of a new model introduced by RPRA. The bottom line will have to reflect this latest twist.

	2020 Budget	2020 Projection	2021 Budget	\$ Diff.	%
<b>Sales</b>					
Commodity Revenue	1,306,000	1,427,000	1,475,000	48,000	3.4%
Grants	2,621,000	2,648,000	2,648,000	0	0.0%
Municipal Levy	4,338,000	4,349,000	4,601,000	252,000	5.8%
Co-Collection Revenue	3,635,000	3,629,000	3,719,000	90,000	2.5%
Containerized Services	1,454,000	1,493,000	1,500,000	7,000	0.5%
Other	821,000	1,103,000	837,000	-266,000	-24.1%
<b>Total Sales</b>	<b>14,175,000</b>	<b>14,649,000</b>	<b>14,780,000</b>	<b>131,000</b>	<b>0.9%</b>
<b>Total Cost of Goods Sold</b>	<b>2,004,000</b>	<b>1,872,000</b>	<b>1,795,000</b>	<b>-77,000</b>	<b>-4.1%</b>
<b>Gross Profit</b>	<b>12,171,000</b>	<b>12,777,000</b>	<b>12,985,000</b>	<b>208,000</b>	<b>1.6%</b>
<b>Operating Expenses</b>					
<i>Total Administration Expenses</i>	955,000	1,026,000	1,053,000	27,000	2.6%
<i>Total Collection Expenses</i>	6,114,000	5,993,000	6,484,000	491,000	8.2%
<i>Total Processing Expenses</i>	2,460,000	2,582,000	2,468,000	86,000	3.3%
<b>Total Operating Expenses</b>	<b>9,529,000</b>	<b>9,601,000</b>	<b>10,205,000</b>	<b>604,000</b>	<b>6.3%</b>
<b>Operating Income</b>	<b>2,642,000</b>	<b>3,176,000</b>	<b>2,780,000</b>	<b>-396,000</b>	<b>-12.5%</b>
<b>Total Nonoperating Expense</b>	<b>2,613,000</b>	<b>2,591,480</b>	<b>2,577,000</b>	<b>-14,480</b>	<b>-0.6%</b>
<b>Net Change in Cash Position</b>	<b>29,000</b>	<b>584,520</b>	<b>203,000</b>	<b>-381,520</b>	<b>-65.3%</b>
Share Charge	\$63.75	\$63.75	\$64.40	\$0.65	1.02%

## **Ontario Makes COVID-19 Workplace Screening Mandatory**

Since the reopening process began, regulatory authorities across Canada have made it clear that employers may implement screening measures to prevent COVID-19 infections in the workplace. Some agencies have even recommended screening as a health and safety measure. On September 26, Ontario became the first province to require workplace screening.

## **Waste and Recycling Industry Placed on COVID-19 Priority List**

The National Academies of Sciences, Engineering, and Medicine's (NAS) committee included the waste and recycling industry in its list of recommended industries to receive the COVID-19 vaccine in Phase 2 along with other industries identified as critical workers. NWRA was the only trade association representing the waste and recycling industry to submit comments.

## **RPRA's Consultation on the Proposed Blue Box Program Transition Plan**

Stewardship Ontario held consultation sessions throughout the spring and summer on the proposed Blue Box Program Transition Plan.

After approval from the Board of Directors, Stewardship Ontario submitted its proposed Transition Plan to the Resource Productivity and Recovery Authority (RPRA).

RPRA has posted the Transition Plan and its consultation schedule which started this week, with feedback due by November 10.

The Minister anticipates RPRA will approve the plan no later than December 31, 2020.

## **RPRA Consultation on Blue Box Program Wind-up and Transition to IPR now underway**

The Resource Productivity & Recovery Authority (RPRA) has begun consultations on Stewardship Ontario's (SO) proposed plan to wind-up the Blue Box Program and transition it to the new Individual Producer Responsibility (IPR) framework.

During the week of October 13 to 16, RPRA is hosting five consultation webinars, each focused on a key element of the wind-up plan and process.

Session 1: Consultation, program and transition overview

Session 2: Supporting competition while maintain data security

Session 3: Maintaining program performance and municipal funding

Session 4: Financials and steward operations

Session 5: Winding up the CIF

In the following week, October 19 to 23, RPRA will be hosting four smaller group discussions. This is an opportunity to engage in a more open discussion about the proposed wind-up plan with a smaller, stakeholder-specific group:

- Stewards
- Municipalities, waste management industry
- First Nation communities, northern/rural communities
- NGOs and the general public

## Ontario Proposes to Further Reduce Landfill Food Waste - Public Input Wanted

The Ontario government is seeking public input on its proposal to reduce the amount of food and organic waste going to landfills. Proposed amendments to the Food and Organic Waste Policy Statement would clarify and expand the types of materials that should be collected by municipalities in green bins and encourage innovation in the processing of compostable products.

"Consumers and businesses want to cut down on the amount of waste they create by composting food and other organic materials, but with programs and services varying from community to community, there is a lot of inconsistency and confusion about how to do this," said Jeff Yurek, Minister of the Environment, Conservation and Parks. "Our proposal provides greater clarity and encourages innovative compostable products and packaging, so we can help businesses and the public make better decisions about packaging and food waste in order to keep it out of our landfills."

The Food and Organic Waste Policy Statement provides direction to municipalities, industrial and commercial businesses, and institutions on reducing and diverting food and organic waste.

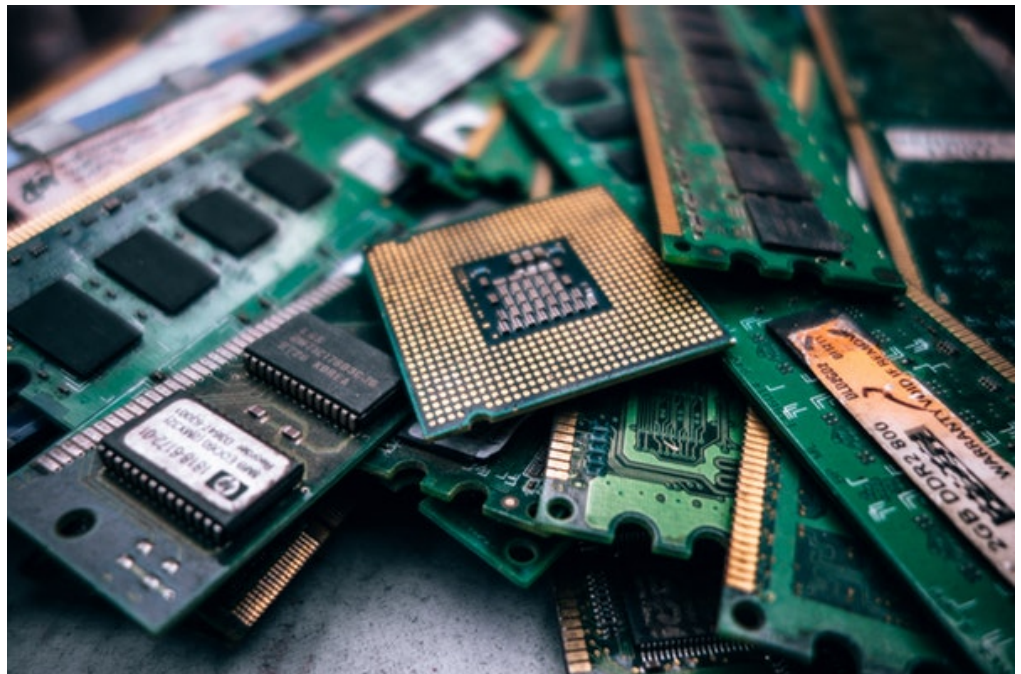
Proposed changes to the policy statement would:

- Clarify and expand the types of materials that may be collected in municipal green bins and other collection systems, including certain compostable products and packaging such as certified compostable coffee pods.
- Support consumers and businesses in making better decisions about packaging and food waste and spur innovation in the management and processing of compostable products, for example, through technology updates, research, and piloting.
- Reduce waste from going to landfill.

## EEE Regulation

The Ministry of Environment, Conservation and Parks has posted the final Electrical and Electronic Equipment Regulation. The existing program with Ontario Electronic Stewardship (OES) will end on December 31, 2020.

They hosted a webinar on Thursday October 15, 2020 from 11:30 am – 1:00 pm on the implications of the new Regulation and what it will mean for municipalities. Similar to previous webinars they've held on used tires and batteries, they had presentations/updates from RPRA and interested/available producer responsibility organizations.





## Domestic Markets More Critical For Recovered Paper, Plastics

China's scrap import regulations have made domestic markets for recovered paper and plastic more important in recent years, and more capacity is coming online to consume this material.



The way exports of OCC flow out of North America have shifted considerably in the last four years. In 2016, about 3 out of every 4 tons of exported OCC would be shipped to China. In 2019, only 4 out of every 10 tons of exported OCC were shipped to China. Next year, that number likely will be zero, and about 4 to 5 million tons of North American OCC that were exported to China this year will need to find new homes.

Even though China's consumption of U.S.-based OCC is going down, other Asian countries are stepping up to consume those tons. India, Indonesia, South Korea, Malaysia, Taiwan, Thailand and Vietnam have added about 5.5 million metric tons of containerboard capacity in recent years to supply China's containerboard needs.

The overall demand for packaging and tissue papers is growing, but printing and writing paper demand has gone down substantially in the last decade.

- Newsprint demand declined 47 percent between 2010 and 2019.
- Printing and writing paper demand declined 21 percent between 2010 and 2019.
- Containerboard demand increased by 17 percent between 2010 and 2019.
- Boxboard demand increased 5 percent between 2010 and 2019.
- Tissue demand increased 34 percent between 2010 and 2019.

Much of the containerboard and boxboard demand growth has been driven by packaging and hygiene products. The global paper industry is being fed by about 60 percent recycled fiber.

E-commerce has benefited from the pandemic, which has increased demand for corrugated boxes. Despite this growth, residential recovery of old corrugated containers (OCC) has been unable to make up for the reduction in commercial and institutional recovery during the pandemic.

Commercial OCC recovery is nearly 90 percent, while residential recovery is approximately 40 percent. Even as commercial recovery comes back after the pandemic, the OCC supply likely will tighten because residential collection of this material is weak by comparison.

The reduction in commercial generation coupled with increased demand from the e-commerce sector helped to drive up OCC prices in the spring. Pricing cooled off in July and August and is “going sideways” as of mid-September.

Significant new domestic capacity is coming online in the next five years to consume OCC and mixed paper. Projects have been announced that will consume an additional 1.2 million tons of OCC and mixed paper combined this year, 1.9 million tons in 2021, 0.3 million tons in 2022 and 0.6 million tons in 2023. Of these 13 projects, three are speculative and may not materialize.

Much of that new capacity will be coming online in the Pacific Northwest, with the rest being fairly well distributed throughout the U.S., with the Southwest being an exception.

Exports of recovered fiber declined 24 percent in the first half of 2020 compared with the same period in 2019. However, domestic demand increased by 6 percent.

Old newspapers (ONP) generation in the U.S. has been declining since 2005, as has ONP demand. We expect newsprint demand to decline nearly 18 percent this year compared with last year, adding that ONP largely has become an export grade.

While Pratt Industries, Green Bay Packaging, Cascades and Bio Pappel are among the companies that have announced their intentions to use more mixed paper in their recovered fiber furnish, the material remains chronically oversupplied in the U.S.. However, when OCC prices are up, mills tend to seek more mixed paper, and material recovery facilities (MRFs) are producing cleaner mixed paper than they have in the past. The higher percentage of OCC in mixed paper also makes it more attractive to the mills.

India has helped to pick up some of the slack in mixed paper buying created by China's exit, having tripled the volume of this material that it purchased in 2018 and 2019.

With China's outright ban on recovered fiber imports looming in 2021, Nine Dragons has announced plans to produce recovered fiber (RCF) pulp in the U.S. for shipment to its board mills in China. RCF pulp did not exist before 2017.

The pandemic has helped to highlight recycling's role as part of the manufacturing industry. Recycling is essential to the manufacturing base.

Demand for natural HDPE bales has increased during the pandemic. Mixed color HDPE, however, is sold into the automotive sector, which was affected by the pause in manufacturing. That activity resumed earlier in the summer and that demand is expected to be back to where it was prelockdown.

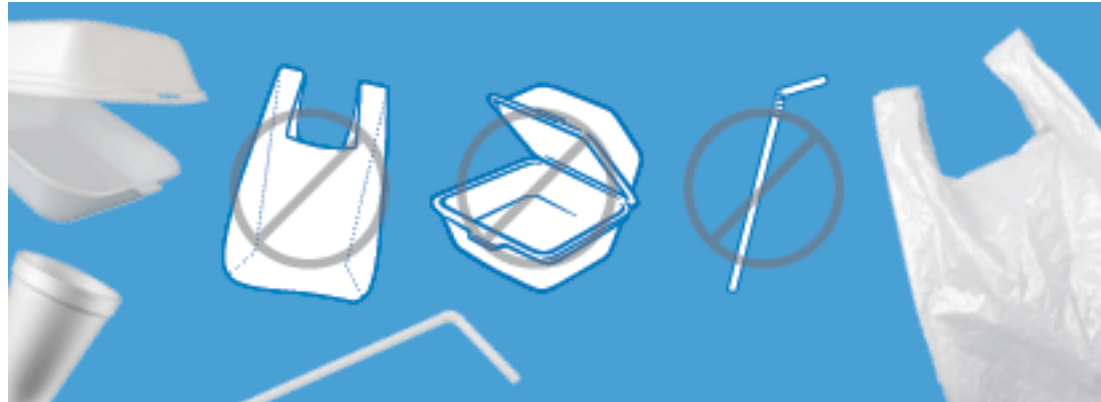


### Richmond's Single-Use Plastics Ban

The Ministry of Environment and Climate Change Strategy has approved the City's Single-Use Plastic and Other Items Bylaw No. 10000 to ban:

- plastic checkout bags;
- plastic straws; and
- foam food service ware for prepared food (such as foam plates, clamshell containers, bowls and cups).

Due to impacts from the COVID-19 pandemic, the City does not yet have an adoption date for Bylaw 10000. Depending on what happens with the pandemic, the City will assess the timing for adopting and implementing the Bylaw.



We all know it's better to avoid single-use items -- it's the right thing to do for our community and the environment. Bylaw 10000 remains a priority for the City; however, to be successful, we need businesses to join with us and move forward with commitment and support. Delaying implementation during this unusual and challenging time will strengthen our ability to make that happen and give business more opportunity to evaluate the alternatives that will work best for them.

Why we need to reduce single-use plastic and other items

Here's what we all know...

- Single-use items create unnecessary waste because they are barely used once before being tossed out.
- These items are lightweight in nature, which can result in them being blown into public spaces, as well as polluting oceans, lakes, rivers and streams.
- Huge amounts of plastic are used annually - 3.84 million tonnes each year in Canada alone, with only 9% actually collected for recycling.
- There are better alternatives – some are compostable or recyclable, others can be re-used multiple times.

Use...	Rather than...
✓ paper or reusable straws (or don't use a straw)	✗ plastic straws
✓ paper or reusable bags	✗ plastic checkout bags
✓ reusable cups	✗ foam cups

## NextGen Cup Challenge: Testing Of Zero-Waste Cups Begins In California

Independent cafes in California's environmentally progressive Bay Area are participating in a pilot program that could eventually lead to a recyclable or compostable cup solution for national chains such as McDonald's and Starbucks.

Testing of "smart" reusable cups begins this week at local coffee shops in Palo Alto and San Francisco, Calif. The experiments are the first live or "real world" retail testing of cup solutions under the NextGen Cup Challenge, a global competition between 12 incubators working to develop a zero waste cup solution at scale.

Closed Loop Partners manages the NextGen project, which launched in 2018 with large pledges from founding partners Starbucks and McDonald's. Other partners include The Coca-Cola Company, Yum Brands, Nestlé and Wendy's.

Consumers will use drop off sites to return reusable cups.

The pilot programs mark a significant step in the project, which initially sought submissions from companies developing a fully compostable solution for hot and cold beverages cups. However, along the way, project managers discovered that a handful of startups were making strides with "smart" refill and reuse cups.

Customers will be served coffee in a "smart" reusable cup, which is embedded with a tracking device. Once done with their coffee, customers can return the cup to participating cafes, or other designated drop off points such as the City of Palo Alto.

The [NextGen] company will come and collect the cups and sanitize them and re-deploy them.

While many restaurants and coffee concepts such as Starbucks have reusable cup programs, this solution is different because it removes the burden from the consumer. They don't have to buy the cup or remember to take it with them all the time.

Roughly 600 billion paper and plastic cups are distributed worldwide, by some estimates. Of those, McDonald's projects its distribution to represent about 3%. Starbucks cups account for an estimated 1% of that total.



## A Singular Solution

Gerber has released the first single-material, recyclable baby food pouch.

In May, Gerber replaced its multilayer baby food pouch with a single-material pouch that is designed to be easy to recycle.

Nestlé subsidiary Gerber launched its first baby food pouch in 2011 using a multimaterial structure made from polyethylene terephthalate (PET), aluminum foil and polyethylene (PE), which has become the industry standard, according to the company.

The company began the transition to a nonfoil, multilaminate structure in 2017 to provide transparent and window options so consumers could see the product inside the pouch.

All elements of the stand-up pouches, cap and spout included, are made from the same material, polypropylene (PP), which is one of the most common and versatile forms of plastic.

The pouch offers a high oxygen and water-vapor barrier for shelf-stable products that undergo hot-filling and pasteurization, such as baby food, as well as for less demanding cold-filled or dairy applications, the manufacturer says.

The single-material IncrediPouch, as Gerber has dubbed it, is the latest initiative in the company's journey to make its packaging recyclable or reusable by 2025.

Gerber chose to launch this product exclusively on its e-commerce website before rolling it out to brick-and-mortar retailers because TheGerberStore.com proved the quickest way to get the product to market and also gave it the opportunity to gain market experience before hitting stores, Hilbert says.

When designing the IncrediPouch, "food safety, sustainability and performance were our top priorities, with a focus on recyclability, ease-of-use, shelf life and durability," she says. To address these considerations, Gerber identified new filling parameters and barrier solutions to ensure the quality and performance of its pouch.

The pouch is 100 percent recyclable through a national recycling program Gerber launched with TerraCycle, Trenton, New Jersey. To ensure consumers are aware of the pouch's recyclability, the TerraCycle logo with instructions to "Recycle Through TerraCycle" are featured on the pouch.

Gerber launched its national recycling program with TerraCycle in October 2019 to ensure consumers have a free and easy way to recycle Gerber packaging that is not recyclable in curbside programs. Consumers sign up for the program online and ship their empty pouches as well as their rigid plastic packaging, shrink labels, plastic lids and small and large Gerber baby clothing hangers to TerraCycle for recycling, earning points they can redeem for a donation to schools or organizations of their choice.

TerraCycle and MRFF are working to find markets to consume the recovered pouches, such as roofing and composite lumber products.

Gerber says it plans to expand its product offerings in the monomaterial pouch by the end of the year. The company says the initial launch allowed it to gain experience in the market before expanding.



## HolyGrail 2.0: Major Brands Sign Up To Explore Digital Watermarks To Improve Packaging Recycling

More than 80 major European brands, including P&G, PepsiCo and Mondi will collaborate to explore the feasibility of using "digital watermarks" to improve the sorting of recyclable packaging across the European Union (EU), as part of the HolyGrail 2.0 project spearheaded by the Ellen MacArthur Foundation.

AIM, the European Brands Association, has gathered more than 85 companies to join the HolyGrail 2.0 project



What you see vs what the scanner sees

In 2016, P&G's sustainable packaging expert Gian deBelder helped develop and spearhead the HolyGrail collaboration in Europe, as part of the Ellen MacArthur Foundation's New Plastics Economy.

The HolyGrail project, which aims to place digital watermarks on packaging, so they can be identified by a range of key stakeholders, won edie's Circular Economy Innovation of the Year Award for 2020.

In developing the project, more than 30 companies across the plastics packaging value chain, including manufacturers, waste managers and academics, worked together for more than a year to prove the sorting concept.

It aims to use "digital watermarks" the size of postage stamps on consumer goods package that can be detected and decoded by a standard high-resolution camera on the sorting lines when in a waste sorting facility. Once identified, the facility is able to sort packaging into different streams. It is hoped this will deliver more accurate sorting streams, which in turn would create a larger market for higher-quality recyclates.

The project had secured the backing of more than 50 organisations to launch HolyGrail 2.0 – the second phase of the project, bringing it to the mass market for the first time.

Now, AIM, the European Brands Association, has gathered more than 85 companies to join the HolyGrail 2.0 project to drive better sorting, and therefore recyclability of packaging across the EU.

The businesses involved in the project will explore the viability of a mass-market rollout of digital watermarks, which can also detail information on the manufacturer and brands associated with the packaging. The watermarks could also be used to drive consumer engagement and deliver more transparency on supply chain sustainability and retail operations.

According to the Ellen MacArthur Foundation (EMF), just 14% of global plastic packaging ends up in recycling infrastructure, while 40% ends up in landfill and a third in ecosystems such as the oceans. By 2050, it is estimated there will be more plastic by weight than fish in the world's oceans.

As such, businesses are continuing to prioritise the circular economy. Just this week, the likes of Nestle, Co-op, Asda and Aldi have unveiled new commitments to phase-out single-use plastics.



## Republic Services Takes Delivery Of First Electric Refuse Truck

The keys were handed over during a virtual ceremony and press conference Oct. 6 at Mack Trucks headquarters in Greensboro, N.C. The truck will be put into service on a residential route in Hickory, N.C., while Mack evaluates its performance before a commercial rollout in 2021.

The truck comes with two electric motors producing 536 peak hp and 4,051 lb.-ft. of torque. It's powered by four lithium-ion batteries, which can be charged in about 90 minutes. The body, a Heil Command ST automated side loader has been optimized for electric trucks, Mack revealed. It's a lightweight body that maximizes hauling capacity and only draws power when needed, helping to extend battery life. The ASL arm is body-mounted to free up frame rail space for batteries and other auxiliary components.

The waste segment represents about 7,000 trucks a year, with 55% being cabovers like the LR. Republic Services operate a fleet of more than 16,000 trucks and performs about five million pickups every day.

The Mack LR Electric will produce zero tailpipe emissions and will reduce noise. Those who wait till they hear the garbage truck approaching before rushing their trash out to the curb may have to begin planning ahead.

The LR Electric builds on an existing model that already featured excellent ergonomics, visibility and interior space. Electric Mack Trucks feature a copper bulldog on the hood. The LR Electric Republic Services is taking features four batteries, two mounted behind the cab and the others on the chassis. They're mounted transversely to create room on the passenger side for the side loader.

A modular power box sits where the diesel engine would normally be. It also houses the central charging unit, the electronic control units, fuse panels, thermal management system and junction box. The entire vehicle outweighs a diesel-powered Mack LR, but the company didn't disclose by how much. Fans and other auxiliary equipment are electrified and an e-PTO is mounted on the chassis to drive the hydraulics. The truck can produce up to 536 peak hp or 448 continuous hp.

The LR Electric is monitored by Mack's GuardDog Connect telematics and remote diagnostics platform. Through this, Mack will be able to remotely monitor the truck's performance on its routes.

In addition to saving on fuel, Republic Services expects to see maintenance savings, since brake wear will be reduced and oil changes will no longer be required. In fact, refuse is a perfect application for electrification since the trucks return home each night for charging and the regenerative braking from frequent starts and stops provides steady power to the batteries while on route.

Mack's first LR Electric was deployed earlier this year into the New York City Department of Sanitation fleet.



## CNG Trucks Still Used By Many In The Industry, But Electric Vehicles Gaining Ground

Natural gas-powered vehicles have been the industry's preferred form of alternative fuel for years, but while investments continue, 2020 is shaping up to be the year that electric breaks through.

Electric truck companies' pursuit of a zero-emissions future has yet to knock natural gas vehicles out as the waste industry's preferred fuel alternative. But the long view increasingly focuses on electric collection vehicles, even while investment in natural gas continues in the near term.



Beyond corporate sustainability targets, state and local mandates are one factor forcing the issue. In July, 15 states and Washington, D.C., signed a memorandum of understanding to work toward a goal of 100% of medium- and heavy-duty zero-emissions vehicle sales by 2050. Cities such as Los Angeles have been similarly optimistic on the technology.

Nevertheless, many haulers have been reluctant to take the leap. According to NGV America, more than 17,000 refuse and recycling trucks in the United States run on natural gas and about 60% of new collection trucks on order will be powered by the same. Waste Management previously said it anticipated 75% of the company's collection fleet could run on compressed natural gas (CNG) by 2021, and companies like GFL Environmental and Waste Pro foresee future investment too.

Republic Services added 158 new CNG trucks last year, bringing the total number of vehicles running on alternative fuels to more than 20% of the company's fleet. However, during a recent announcement about plans to purchase at least 2,500 new electric vehicles from Nikola – a move seen by some as a clear sign of the industry's future – President Jon Vander Ark said he considers natural gas a “bridge technology” that “doesn’t offer the zero-emission future” electric power promises.

While some haulers are steadfastly sticking with natural gas vehicles, other companies are forging ahead with electric experimentation.

Waste Connections recently ordered two electric chassis from Lion Electric, which will be mounted with fully electric bodies manufactured by Boivin Evolution. The company also purchased a third electric body from Boivin, which is being mounted on a diesel chassis to run as a hybrid. This marks a shift for Waste Connections, which has been running a fleet of around 1,100 CNG vehicles (11% of its fleet), but have been looking for alternatives.



Because electric vehicles have no transmission, they are comfortable to operate. The absence of a transmission contributes to quieter operation and easier maintenance. They drive like a golf cart. There are only 20 parts in the engine versus 2,000 in a diesel engine.

But there are challenges, such as cost.

Diesel is always cheaper, although overall operating costs for electric vehicles typically result in savings. Infrastructure can be another challenge, but many entities are changing their systems to work with electric utilities and provide reliable, economical charging. There's software available that makes sure the vehicle is charged and that all the trucks don't charge at the same time if there are a lot of vehicles are plugged in. You can time it to avoid peak times so it's more affordable.

Going electric with Class 8 trash trucks is a viable business model. The savings are so big on fuel and maintenance. The saving estimates are \$3,000 per month in maintenance for a diesel refuse truck, with an additional \$2,000 per month for fuel costs. You can gain 80% savings on an electric truck over a diesel. It's revolutionary.

In a further sign of this shift, the California Air Resources Board recently instituted the first-ever rule to transition trucks from diesel to electric over the next two decades. The rule takes effect in 2024, and by 2045 every new truck sold in California will be zero-emission.

A large landfill with a gas-to-energy project could fuel 40 natural gas-powered collection trucks, according to the U.S. EPA. In fact, because many landfills have on-site fueling stations – converting biogas into CNG, LNG or electricity – it's not a question of either/or in terms of vehicle types when biogas is the power source.

In contrast, Waste Management focused on CNG trucks for a recently-awarded hauling contract in Seattle that called for more use of alternative fuels. Recology, which also won a contract in the city, opted to pursue its first 100% electric collection trucks instead. The California-based company estimates 50% of its fleet is powered by "renewable or alternative energy sources" and is aiming for 90% by 2022. The first vehicle used in Seattle was a Class 8 collection BYD truck fitted with a New Way Viper mid-compaction rear loader body.

The higher initial cost of electric collection vehicles is offset by lower charging costs, especially in a region where much of the electricity comes from renewable hydropower. Thanks to a shared investment with the city and a subsidy from the state of Washington, Recology's out-of-pocket expenses are expected to be about half the cost of a standard collection truck.

Collection will be confined to the hilly downtown area in proximity to the facility to allow them to evaluate changes in battery capacity based on the environment. Expectations of 200 pickups within a 40-mile range are countered with an 8-hour recharge, preventing the trucks from completing long-distance routes.





## ISWA Communication Award Winners 2020

Every year ISWA recognises excellent Waste Communication Campaigns that increase public awareness and promote sustainable waste and resource management. They received some fantastic and incredibly creative submissions this year.



1st Place: HSY Waste Escape Room, By Helsinki Region Environmental Services Authority HSY

"We at HSY produce municipal water and waste management services to more than a million residents in the Helsinki Metropolitan Area. Together we will create the most sustainable urban region in the World.

The starting point of our campaign is to stand out and provide an adventure - in order to make waste sorting more attractive and to encourage residents to adopt new waste sorting skills. Based on a survey commissioned by HSY, young 18-30 -year-olds sort waste less than older age groups.

We aimed at creating a new and exciting way to learn about recycling. HSY's strategic goal is to recycle 60 per cent of domestic waste in the Helsinki Metropolitan Area by 2025; this means that there is a need for getting the residents motivated through innovative ways.

As a part of our Thank you for sorting your waste campaign, we created an HSY concept of a Waste Escape Room which uses the classic elements of an escape room. In the Waste Escape Room concept, waste sorting skills are the key to success.

Waste Escape Room has been introduced at a total of 8 events, reached 10 000 residents, aroused huge interest and was broadcasted live on national TV in 2019. The marketing channels included social media, a YouTuber, and events."



## Ontarians In The Dark About Tire Recycling

Only a third (37 percent) of Ontarians know that tires are recycled in this province.

Nearly half (49 per cent) of Ontarians do not know whether they're recycled or thrown into landfills, and a surprising 14 per cent of residents – a whopping 1.5 million adults in Ontario– do not believe tires are recycled at all. In reality, tire manufacturers and automakers are responsible for recycling every tire they sell in Ontario, yet only 32 per cent know this is the case.

These are the findings of a recently released survey by eTracks Tire Management Systems.

The good news is 81 per cent agree that purchasing recycled products helps to combat climate change.

Most Ontarians unaware of tire recycling fees

In order to fund the jobs and services in the tire recycling industry, a small fee of approximately \$4 per tire is added to the consumer's cost when purchasing new car tires. This is generally broken out as a separate fee, but can be included in the price of the new tire.

However, more than half of Ontarians (55 percent) do not know there's a fee. Only one in four (25 percent) of Ontario residents are aware of the fee and its purpose, while another 20 percent know of the fee but do not know what it is for.

When asked to choose between a variety of options as reasons for the fee, nearly half (46 percent) said they believe it is a government tax, and 14 percent presume the funds are collected to pay for landfill fees. Regardless, the majority of residents (78 percent) say they're happy to pay a small fee when purchasing tires if it helps the environment.

Knowledge of recycled products is mixed

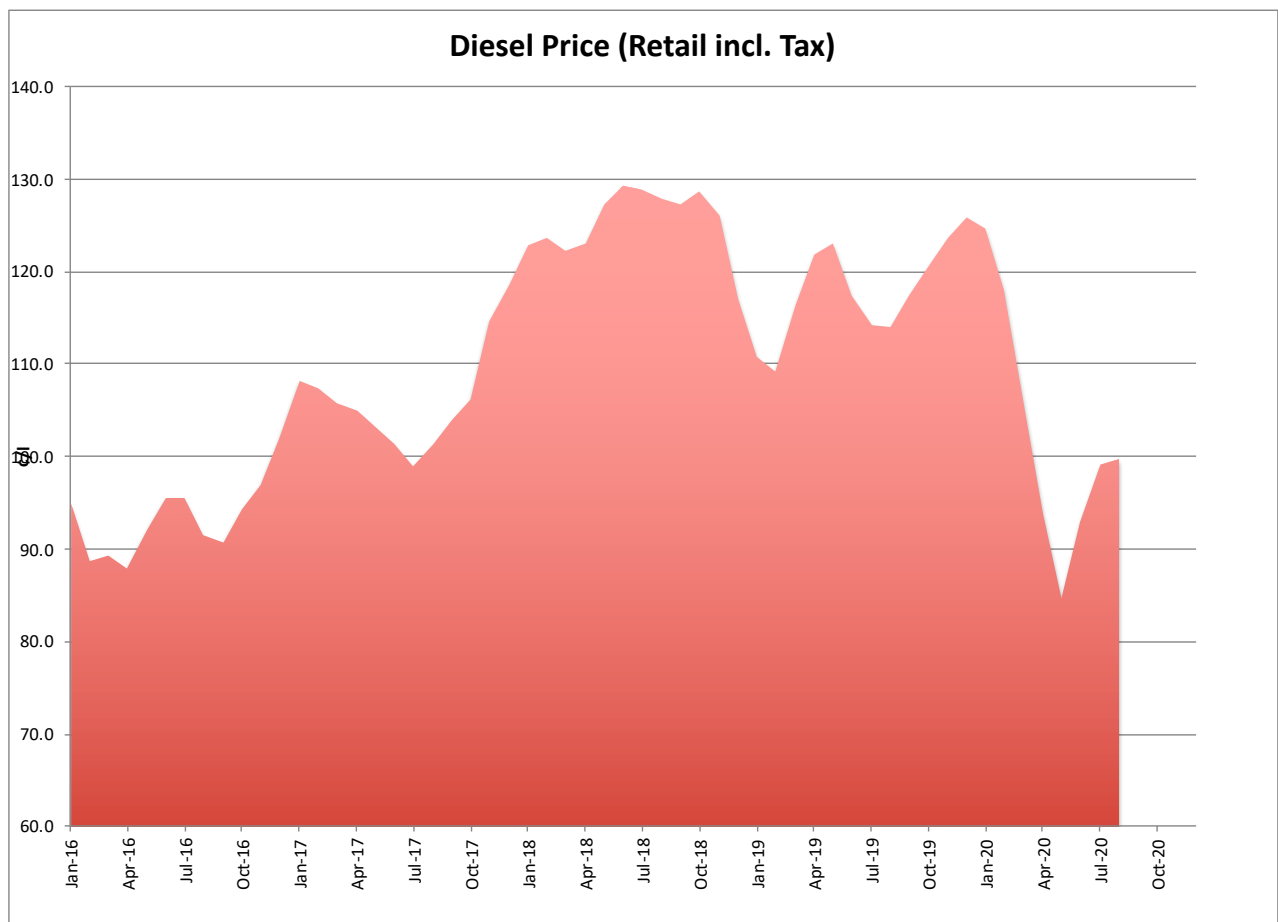
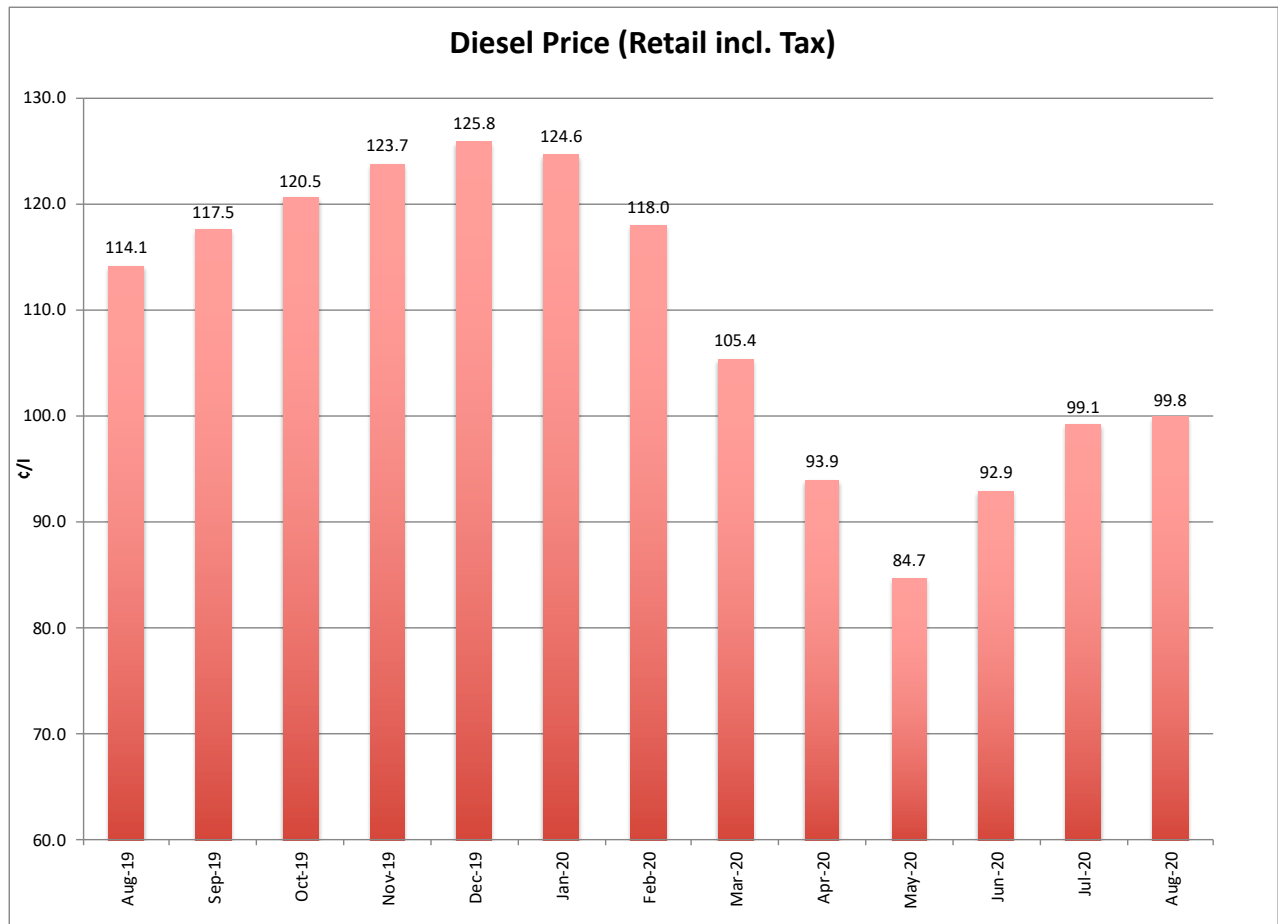
Once tires are recycled, they can be made into a variety of different products for both commercial and consumer use. Although 63 percent know that there are many products made from the scrap rubber collected from tires, their knowledge is mixed when asked what those products could be.

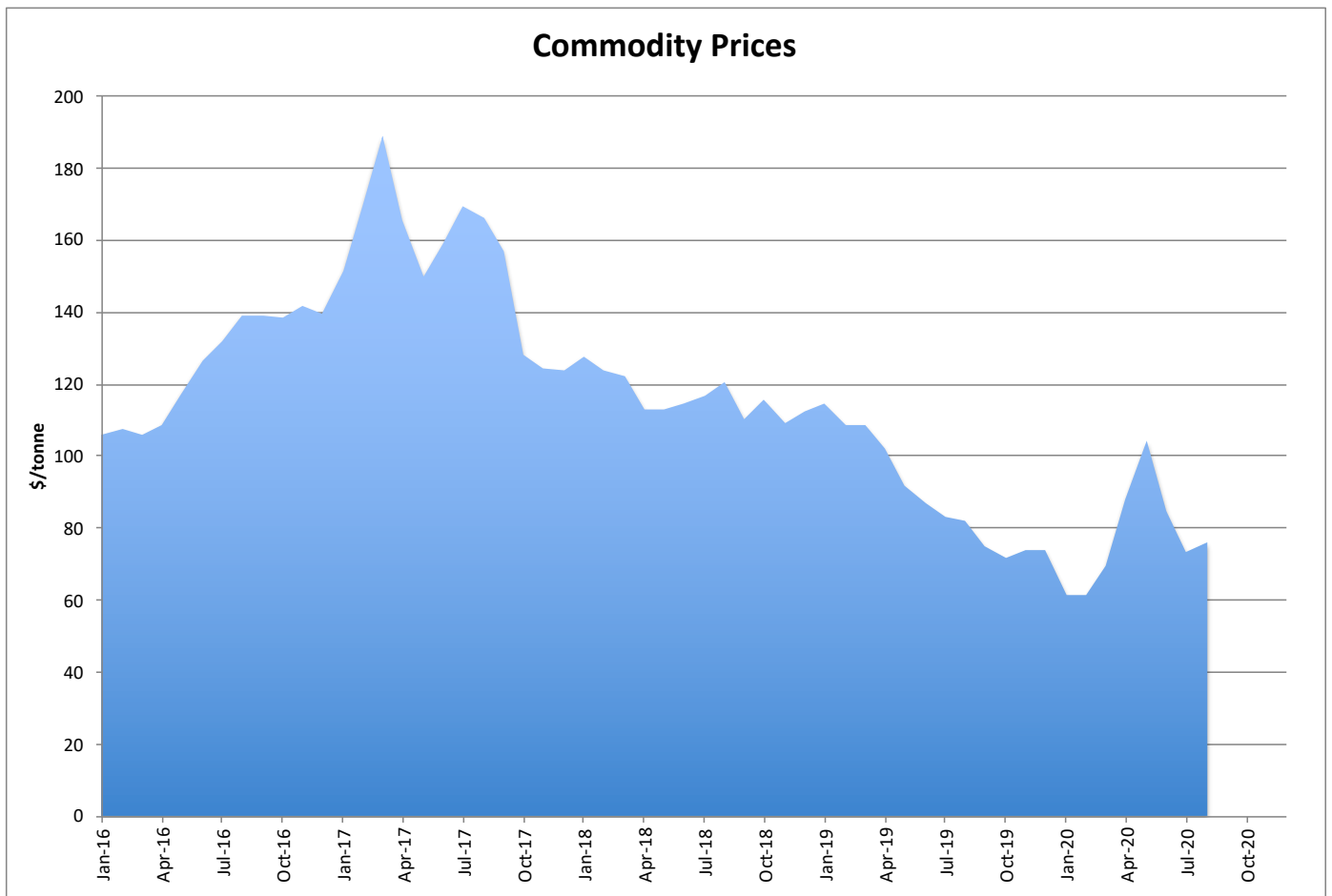
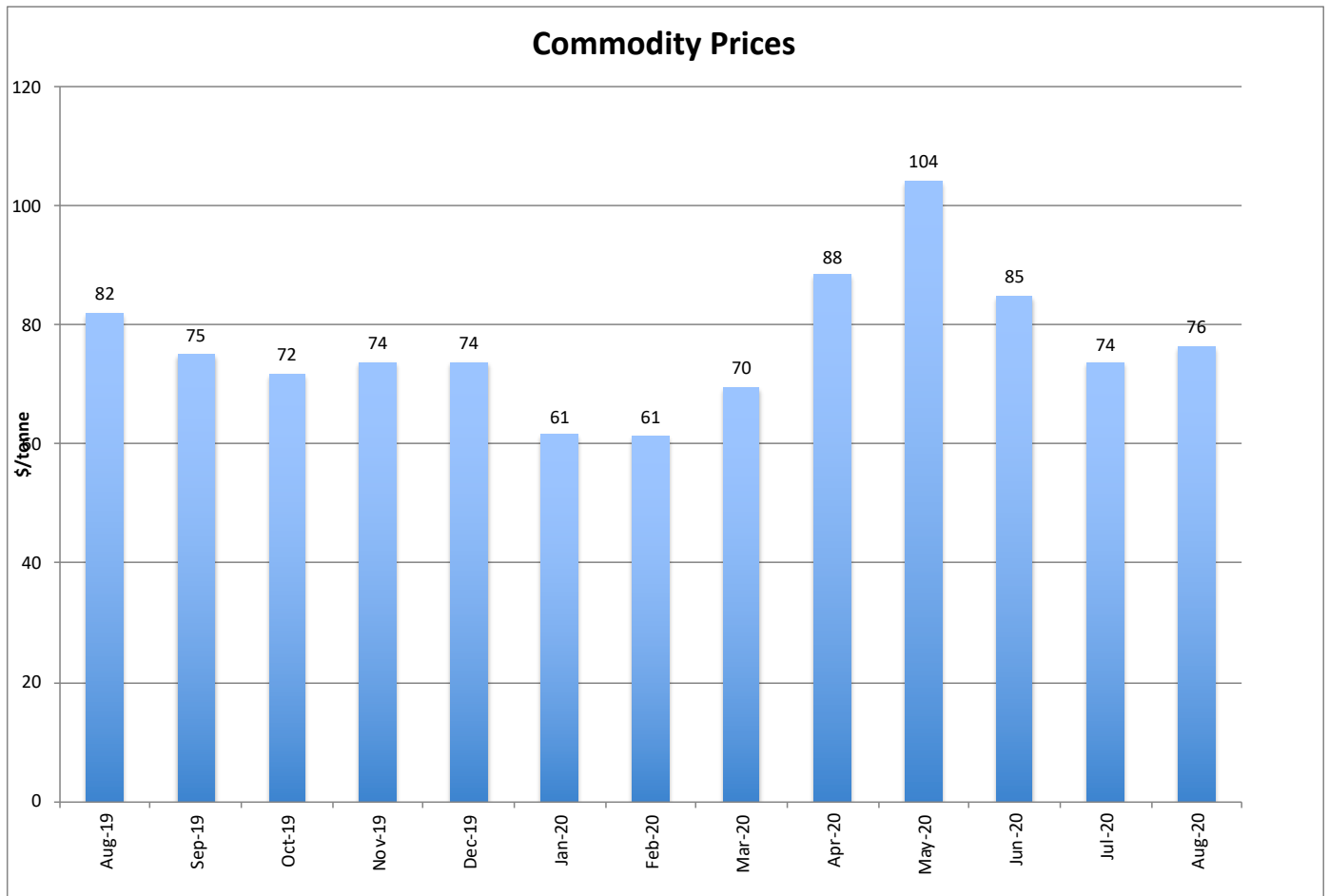
While a majority (70 percent) know that scrap tires can be used to make playgrounds and sports fields, fewer are aware that they can also be used for construction materials, athletic mats, asphalt and livestock mats. Surprisingly, only 18 percent know that garden mulch can be made from scrap tires.

Although a majority of respondents (83 percent) agree that recycling old tires into new products helps to combat climate change, and 69 percent believe products made from recycled tires are of high quality, only 28 percent agreed that they have intentionally purchased a product made from recycled tires – a missed opportunity for Ontarians.

More people could help combat climate change if they purchased recycled tire products after recognizing the high standards for recycling and knew more about the kind of products produced using recycled tires.

The survey was conducted between July 31 and Aug 4, 2020, on behalf of eTracks Tire Management System. For this survey, a sample of 1,000 Ontarians aged 18+ was interviewed online. Quotas and weighting were employed to ensure that the sample's composition reflects that of the Ontario population according to census parameters. The poll is accurate to within  $\pm 3.5$  percentage points, 19 times out of 20.





## SPRUCE LODGE

### Board of Management Meeting

September 16<sup>th</sup>, 2020

**Present:** *Peter Bolland, David Schlitt, and Jennifer Facey*

**Councillors:** *Jim Aitcheson, Rhonda Ehgoetz, Danielle Ingram, Marg Luna, Fern Pridham, Kathy Vassilakos*

**Regrets:**

**Guests:**

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*Chairperson Councillor Kathy Vassilakos brought the meeting to order.*

Moved by Councillor Ingram  
Seconded by Councillor Pridham

**That the agenda for September 16<sup>th</sup>, 2020 be approved as presented.**

**CARRIED**

➤ Declaration of pecuniary interest.

**Approval of Minutes:**

Moved by Councillor Ehgoetz  
Seconded by Councillor Luna

**That the minutes of June 17<sup>th</sup>, 2020 be approved as presented.**

**CARRIED**

**Business Arising:** *None noted.*

**New Business:**

**Ratification of Accounts:**

Moved by Councillor Ingram  
Seconded by Councillor Aitcheson

**That the June to August 2020 accounts in the amounts of \$968,680.49 to be ratified.**

**CARRIED**

**Financial Report:**

The Business Manager presented the financial report for the 7 month period ending July 31<sup>st</sup>, 2020 for review and discussion. Resident revenue decreased due to the pandemic, although there is a funding mechanism through the Ministry of Health to deal with the revenue loss.

Information has been received regarding a 1.4% increase in funding, Global level of care funding effective will increase effective April 2020 from \$6,900 to \$17,520 per month or \$83,000 to \$210,000 per year. The August statements will reflect the retroactive payments. The Case Mix Index (CMI) increased from .9925 to 1.0035.

Building expenses include \$35,000 in repairs to the elevator.

There has been no pandemic funding received since \$35,000 received in June. Pandemic pay funding \$510,100 has been received.

## **SPRUCE LODGE - Continued**

### **Board of Management Meeting**

**September 16<sup>th</sup>, 2020**

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Moved by Councillor Pridham

Seconded by Councillor Ingram

**To accept the Spruce Lodge Revenue and Expenses for the 7 month period ending July 31<sup>st</sup>, 2020 as presented.**

**CARRIED**

#### **Administrator's Report:**

##### **Long Term Care (LTC) Minor Capital Program:**

The Administrator indicated that a LTC Minor Capital Plan will be implemented, and phased in over 4 years. Funds received in the first year will be \$140,000 down to \$71,000 in the final year. Spruce Lodge had not anticipated these funds, but this will address the problem with the existing capital plan which shows a deficit from 2023 to 2027. The Building Condition Assessment (BCA) is currently in progress, which may affect those previously reported numbers.

##### **COVID-19 Pandemic Update:**

Board members are receiving the weekly family updates,

Surveillance testing was completed again this week. There are no symptomatic tests pending. Staff are getting "COVID tired." Most staff are now back to work, with only two (2) remaining off. There are sixteen (16) staff that work in more the one health care facility with eight (8) choosing Spruce Lodge. Those staff who chose to work at Spruce Lodge have been able to top up their hours covering vacant shifts.

There are mixed emotions about dropping the emergency order. Staff are frequently working short. We will redeploy staff in a non PSW float position starting next week to assist the PSWs. This position will be called the Home Support Worker. We are also piloting a Dietary Aide filling the Kitchen Resident Assistant (KRA) position.

There were seven (7) summer students who had indicated a willingness to stay on, two (2) of which took part-time lines, two (2) who accept shifts when they can, and three (3) more occasional.

Staff who were denied vacation into the summer have been able to book into the fall.

We are looking into a Partners in Employment program for offering the PSW program.

We remain in a good position with personal protective equipment (PPE) with a six (6) monthly supply in stock. A PPE storage room has been created to house the supplies.

Communication is going well with both staff and families. A weekly meeting takes place with staff, as well as a weekly email. We may consider converting to bi-weekly updates.

Approximately fifty (50) family members have co-ordinated outdoor visits, where a negative COVID test is no longer required. Eleven (11) family members have taken residents out.

Although we are apprehensive about this directive, we have issued precautions for those family members wishing to do so. There are twenty-five (25) essential visitors doing indoor visits. We have not heard from staff expressing concern, as they know of the precautions offered to families. This was also discussed at emergency control, and Dr. Thompson is not overly concerned due to the lack of spread in Huron Perth, so indoor visits will continue until the event of more spread.

## **SPRUCE LODGE - Continued**

### **Board of Management Meeting**

**September 16<sup>th</sup>, 2020**

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#### **Risk Management:**

There has been three (3) critical incidents over the summer months related to falls. It was noted that there were fewer falls when residents were restricted to their own units. One fall resulted in a leg injury, one in a head injury, and the other with the passing of the resident.

There have been no compliance visits to date.

Moved by Councillor Aitcheson

Seconded by Councillor Luna

**To enter closed session at 5:37 p.m. to discuss an identifiable individual.**

**CARRIED**

Moved by Councillor Ingram

Seconded by Councillor Ehgoetz

**To enter open session at 5:38 p.m.**

**CARRIED**

Moved by Councillor Aitcheson

Seconded by Councillor Pridham

**Correspondence:** *None presented.*

#### **Other Business:**

Letter from Retiree's:

Councillor Luna indicated that the group is looking for contributions from possibly the Board or the municipalities. Because the initial letter from the group did not indicate such, the Board is requesting another letter for clarification.

Moved by Councillor Ehgoetz

<b>That the meeting be adjourned.</b>
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**CARRIED**

#### **Date & Time of Next Meeting:**

***Wednesday, October 21<sup>st</sup>, 2020 at 5:00 p.m.***

***– COVID Care Unit - Griffith Auditorium***

**Councillor Vassilakos**  
*Chairperson*

\_\_\_\_\_

**Jennifer Facey**  
*Secretary*

\_\_\_\_\_

**Date**

\_\_\_\_\_



## **Minutes**

### **Business Economic Support and Recovery Task Force Regular Meeting**

October 28, 2020

10:00 am

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

Member Present      Mayor Strathdee, Councillor Edney, Allan Stewart, Ed  
Parkinson, Greg Thompson, Sue Griffiths

Member Absent      Scott Taylor

#### **1. CALL TO ORDER**

Acting Chair Parkinson called the meeting to order at 10:07 AM.

#### **2. DECLARATION OF PECUNIARY INTEREST**

None

#### **3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Allan Stewart

**Seconded By** Greg Thompson

THAT the October 28, 2020 Business Economic Support & Recovery Task Force agenda be accepted as presented.

**Carried**

#### **4. DELEGATIONS**

None

**5. ACCEPTANCE OF MINUTES**

**Moved By** Councillor Edney

**Seconded By** Allan Stewart

THAT the minutes from the September 30, 2020 regular Business Economic Recovery & Support Task Force minutes be accepted as presented.

**Carried**

**6. BUSINESS ARISING FROM MINUTES**

Nothing noted.

**7. REPORTS**

**7.1 Business Grant Program**

André Morin highlighted the report. The intent is to fund businesses up to \$3,000 in the beginning and it was noted that the sub-committee expressed that the application needed to be as flexible as possible. Applications will give us a sense of the overall need which can lead to changes for a second phase of the funding. Morin noted that the anticipated launch date would be around November 9th.

**Moved By** Greg Thompson

**Seconded By** Allan Stewart

**THAT** FIN 26-2020 COVID Relief for Business Grant Program be received; and

**THAT** the Business Economic Support and Recovery Task Force recommend the Town of St. Marys proceed with a COVID Relief grant program for businesses as recommended.

**Carried**

**7.2 Development of Microsite and Business Directory**

Kelly Deeks-Johnson highlighted the report and discussed timelines for the project. Task Force members asked about the inclusion of the BIA into the discussion and noted that they need to be involved in the process. Staff assured the task force that the BIA would be consulted.



**Moved By** Allan Stewart

**Seconded By** Councillor Edney

THAT FIN 37-2020 Development of a tourism microsite & business directory report be received; and

THAT the Business Economic Support & Recovery Task Force recommend the Town of St. Marys proceed with a request to Council to retain eSolutions as the developer with Town staff acting as project lead and a working committee is created to assist with the project.

**Carried**

**8. OTHER BUSINESS**

Allan Stewart suggested that at some point the task force should perhaps look at ways that support can be given to service clubs who are unable to run fundraising events currently.

**9. UPCOMING MEETINGS**

**10. ADJOURNMENT**

Acting Chair Parkinson adjourned the meeting at 11:28 AM.

**Moved By** Greg Thompson

**Seconded By** Allan Stewart

THAT the Business Economic Support & Recovery Task Force meeting adjourn at 11:28 AM.

**Carried**

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Chair

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Committee Secretary

## **Minutes**

### **St. Marys Business Improvement Area (BIA) Board Meeting**

**Date:** October 5, 2020

**Time:** 6:00 pm

**Live Stream:**

<https://www.youtube.com/channel/UCzuUpFqxcEl8OG-dOYKteFQ>

#### **1. CALL TO ORDER**

St. Marys Business Improvement Area Board: Lanny Hoare (Chair), Gwendolen Boyle (Vice-Chair), Amie Rankin (Secretary), Kyle Burnside (Treasurer), Councillor Tony Winter (arrived at 6:35pm)

The Chair called the meeting to order at 6:03 pm.

#### **2. DECLARATION OF PECUNIARY INTEREST / CONFLICT OF INTEREST**

Chair Lanny Hoare declared a conflict of interest for the agenda addition of 9.4 Christmas Committee Update as he is involved in the cedar garland component of the campaign. Gwendolen Boyle, Vice Chair, stepped in as Chair for 9.4.

#### **3. AMENDMENTS AND APPROVAL OF AGENDA**

Chair Lanny Hoare submitted the addition of 9.4 Christmas Committee Update.

Moved By: Gwendolen Boyle

Second: Amie Rankin

**THAT** the October 5, 2020 St. Marys Business Improvement Area Board agenda be approved as amended.

**Carried**

#### **4. ACCEPTANCE OF MINUTES**

Moved By: Kyle Burnside

Second: Gwendolen Boyle

**THAT** the August 17, 2020 and the September 14, 2020 St. Marys Business Improvement Area Board meeting minutes be approved by the Board and signed by the Chair and the Secretary.

**Carried**

## **5. BUSINESS ARISING FROM MINUTES**

### **5.1 Interest Survey for New BIA Board Members**

A recommendation was made to poll the membership to see who may be interested in joining the BIA Board. A letter was sent out to the BIA membership on September 30, 2020 to look for an expression of interest. It was suggested that this expression of interest period be extended until the end of October.

Moved By: Amie Rankin

Second: Gwendolen Boyle

**THAT** the Expression of Interest period for new BIA Board members be extended and remain open until October 31, 2020.

**Carried**

### **5.2 2021 Budget Discussion**

Potential changes to the 2021 Budget were discussed. It was suggested that focus should be given to the overall bottom line and have more flexibility with how the budget money is spent. There may be some changes on spending due to the COVID-19 pandemic. Consideration may also be given to the allotment of the reserve funds and the amount of the BIA levy collected.

## **6. DELEGATIONS**

### **6.1 Amy Cubberley re: Heritage**

Amy Cubberley, Cultural Services Supervisor for the Town of St. Marys, presented information on the Heritage Advisory Committee. This included information on the Heritage Conservation District and the 152 properties that fall within it. Information on the municipal grant support programs for

downtown buildings, which assist with façade improvements or to restore heritage features, was also presented.

Moved By: Gwendolen Boyle

Second: Councillor Tony Winter

**THAT** the presentation by Amy Cubberley be accepted as information.

**Carried**

## **7. CORRESPONDENCE**

None.

## **8. REPORTS**

### **8.1 Council Report**

Councillor Winter provided the Board with highlights from Council discussions. These included; wastewater treatment replacement project, intercity transportation project agreement, and the BIA Christmas Committee's future presentation to Council.

Moved By: Councillor Tony Winter

Second: Kyle Burnside

**THAT** the verbal Council report be received.

**Carried**

### **8.2 Treasurer's Report**

Moved By: Gwendolen Boyle

Second: Amie Rankin

**THAT** the September 2020 Treasurer's report be accepted as presented.

**Carried**

## **9. OTHER BUSINESS**

### **9.1 Closed Session**

Marketing and Communications Committee to be discussed by Kyle Burnside.

Moved By: Kyle Burnside

Second: Amie Rankin

**THAT** the Board move into a session which is closed to the public at 7:05pm.

**Carried**

## **9.2 Rise and Report**

The Board rose from a session that was closed at 7:37pm.

Moved By: Kyle Burnside

Second: Amie Rankin

**THAT** the Marketing and Communications Committee be enacted effective October 5, 2020 with the eligible applicants.

**Carried**

## **9.3 2019 BIA Audit Update**

Information on the 2019 BIA Audit was presented, and it was noted that the Town of St. Marys will be conducting this process.

Moved By: Gwendolen Boyle

Second: Councillor Tony Winter

**THAT** the 2019 BIA Audit presentation be accepted as information.

**Carried**

## **9.4 Christmas Committee Update**

Lanny Hoare declined the Chair due to a conflict of interest as he is involved in the cedar garland portion of this campaign. Gwendolen Boyle, Vice Chair, stepped in.

Lanny Hoare read an email from the Christmas Committee requesting an additional \$2000 funding for cedar rope and bows, which will cost more than initially estimated.

Moved By: Kyle Burnside

Second: Amie Rankin

**THAT** the proposed adjustment to the Christmas Committee approved budget be made by incorporating the additional \$2000 request.

**Carried**

## **10. UPCOMING MEETINGS**

Gwendolen Boyle passed the Chair back to Lanny Hoare.

The next Board meeting will be held on Monday, November 9, 2020 at 6pm – location TBD.

Agenda items for the upcoming meeting includes:

- Board Member nomination discussion
- Governance Committee and Constitution talks for 2021
- 2021 Budget talks
- Gift card program for downtown businesses

### **2020 BIA Board Meeting Dates**

<del>January 20</del>	<del>February 10</del>	<del>March 9</del>	<del>April 6</del>
<del>May 11</del>	<del>June 8</del>	<del>July 20</del>	<del>August 17</del>
<del>September 14</del>	<del>October 5</del>	November 9	December 14

## **11. ADJOURNMENT**

Moved By: Amie Rankin

Second: Councillor Tony Winter

**THAT** this meeting of the St. Marys Business Improvement Area Board adjourns at 7:52 pm.

**Carried**



**MINUTES**  
**Community Policing Advisory Committee**

September 16, 2020  
9:00 am  
Video Conference

Committee Members Present: Councillor Winter  
Mayor Strathdee  
Doug Diplock  
Paul Dunseith  
Jacqueline Hibbert

Stratford Police Services Present: Chief Greg Skinner  
Deputy Chief Gerry Foster

Staff Present: Brent Kittmer, Chief Administrative Officer  
Jenna McCartney, Clerk

**1. CALL TO ORDER**

Chair Winter called the meeting to order at 9:00 am.

**2. DECLARATION OF PECUNIARY INTEREST**

None.

**3. ADDITIONS TO THE AGENDA**

A request was made to include agenda item 8.3 - Correspondence regarding Police Response in Town and agenda item 9.3 - Halloween Activity.

**Moved By** Paul Dunseith  
**Seconded By** Doug Diplock

**THAT** the September 16, 2020 Community Policing Advisory Committee agenda be accepted as amended.

**CARRIED**

**4. ADOPTION OF MINUTES FROM PREVIOUS MEETING**

**Moved By** Paul Dunseith  
**Seconded By** Doug Diplock

**THAT** the June 17, 2020 Community Policing Advisory Committee minutes be approved by the Committee and signed by the Chair and the Secretary.

**CARRIED**

**5. BUSINESS ARISING FROM MINUTES**

None.

**6. DELEGATIONS**

None.

**7. REPORTS**

**7.1 POLICE MONTHLY STATISTICS**

Deputy Chief Foster reviewed the previous police monthly reports as presented in the agenda.

Chief Skinner provided an overview of the Maslow project that has been implemented by Stratford Police Service which includes increased afterhours focused patrols to support the needs of disenfranchised citizens.

In response to Doug Diplock's inquiry about the occurrence of drug offences over the last few months, Deputy Chief Foster stated they are monitoring the situation.

Chief Skinner acknowledged the increase in calls for service related to mental health, domestic issues, conflict and addiction including impaired driving. Chief Skinner stated that some of the calls are not criminal in nature, resulting in no criminal charges. While these calls for service have not been the historical focus of police forces, many forces are adapting to the increasing need for social support of citizens. As such the work accomplished during the pilot program Mobile Crisis Rapid Response Team in partnership with Huron Perth Healthcare Alliance has been paramount.

Chief Skinner identified that he continues to search for funding models that support this shared approach to community safety and wellbeing.

In response to Paul Dunseith's inquiry how the committee can contribute, Chief Skinner stated that the next steps include expanding the hours of



operation for the Mobile Crisis Rapid Response Team from typical business hours.

Brent Kittmer explained the Town's approach to the mandated Community Safety and Wellbeing Plan and outlined that the Town's administration will be recommending to Council for the 2021 draft budget that \$30,000 is earmarked to support this initiative.

It is anticipated there will be more to report on in the coming months.

**Moved By** Doug Diplock

**Seconded By** Jacqueline Hibbert

**THAT** the June 2020, July 2020 and August 2020 police monthly statistics reports be received.

**CARRIED**

## **7.2 CRIME STOPPERS REPORT**

Chief Skinner presented the Crime Stoppers reports as presented in the agenda.

**Moved By** Mayor Strathdee

**Seconded By** Doug Diplock

**THAT** the June 2020, July 2020 and August 2020 Crime Stoppers reports be received.

**CARRIED**

## **8. CORRESPONDENCE**

### **8.1 Ministry of the Solicitor General re: Reopening Ontario Act**

**Moved By** Paul Dunseith

**Seconded By** Mayor Strathdee

**THAT** the correspondence from the Ministry of the Solicitor General regarding the *Reopening Ontario Act* be received.

**CARRIED**

### **8.2 Minister of the Solicitor General re: Court Security and Prisoner Transportation Program**

**Moved By** Jacqueline Hibbert

**Seconded By** Doug Diplock

**THAT** the correspondence from the Minister of the Solicitor General regarding the Court Security and Prisoner Transportation program be received.

**CARRIED**

### **8.3 Correspondence - Police Response in the Town over the Long Weekend**

Mayor Strathdee stated that he was in receipt of correspondence following Thanksgiving regarding the response time of Stratford police.

Chief Skinner outlined the protocol for response of calls for service and explained how calls are triaged. Some key notes include:

- In theory an officer and patrol vehicle will be in the geographical boundary of St. Marys 24 hours a day, 7 days a week.
- In practicum, an officer may need to provide backup within Perth South, transport to Stratford police station or already be responding to a call for service in St. Marys which results in a brief scattering of available officers.
- In situations when officer's deployment have been altered from the original plan or rendered briefly unavailable, the deployment will be reconfigured to provide support while calls for service continue to be triaged based on urgency.

Chief Skinner provided a summary of the specific call for service and detailed the response time based on an internal investigation regarding the specific concern. It was determined that the response time for the specific call was within the department's average response.

## **9. OTHER BUSINESS**

### **9.1 2020 Park Patrol Program Final Report**

Deputy Chief Foster provided an overview of the park patrol program as presented in the agenda.

**Moved By** Paul Dunseith

**Seconded By** Doug Diplock

**THAT** the 2020 Park Patrol Program Final Report from the Stratford Police Service be received; and

**THAT** the Community Policing Advisory Committee recommend to Council:

**THAT** the Park Patrol Program be continued in 2021 with the necessary budget allocated.

**CARRIED**

## **9.2 Vehicular Licence Plates**

There have been reports of stolen licence plates in St. Marys over recent months. Chief Skinner confirmed that any persons that have experienced a stolen licence plate should report the matter to police which will result in a police report that the victim may submit to the Ministry of Transportation to support the need for replacement licence plates.

## **9.3 Halloween**

Chief Skinner stated that the police will support and enforce public health recommendations that are anticipated to unfold in advance of Halloween.

## **10. UPCOMING MEETINGS**

Chair Winter reviewed the upcoming meeting as presented on the agenda.

## **11. ADJOURNMENT**

Chief Skinner stated that the auxiliary program will resume with training sessions scheduled in the near future. It is anticipated that auxiliary officers should be available for patrol by mid-October.

**Moved By** Mayor Strathdee

**Seconded By** Jacqueline Hibbert

**THAT** this meeting of the Community Policing Advisory Committee be adjourned at 10:16 am.

**CARRIED**

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Chair Winter

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Brent Kittmer, Chief Administrative Officer



**MINUTES**  
**Community Policing Advisory Committee**

October 21, 2020  
9:00 am  
Video Conference

Committee Members Present: Councillor Winter  
Mayor Strathdee  
Doug Diplock  
Paul Dunseith  
Jacqueline Hibbert

Stratford Police Services Present: Chief Greg Skinner  
Community Resources Officer Nick Keating

Staff Present: Brent Kittmer, Chief Administrative Officer  
Jenna McCartney, Clerk

**1. CALL TO ORDER**

Chair Winter called the meeting to order at 9:00 am.

**2. DECLARATION OF PECUNIARY INTEREST**

None.

**3. ADDITIONS TO THE AGENDA**

**Moved By** Doug Diplock

**Seconded By** Jacqui Hibbert

**THAT** the October 21, 2020 Community Policing Advisory Committee meeting agenda be accepted as presented.

**CARRIED**

**4. ADOPTION OF MINUTES FROM PREVIOUS MEETING**

**Moved By** Jacqui Hibbert

**Seconded By** Paul Dunseith

**THAT** the September 16, 2020 Community Policing Advisory Committee minutes be approved by the Committee and signed by the Chair and the Secretary.

**CARRIED**

## **5. REPORTS**

### **5.1 POLICE MONTHLY STATISTICS**

Chief Skinner provided an overview of the September 2020 police statistics.

In response to an inquiry of the general location of auto thefts in St. Marys, Community Resources Officer Keating stated thefts often occur from residential property.

**Moved By** Paul Dunseith

**Seconded By** Doug Diplock

**THAT** the September 2020 police monthly statistics reports be received.

**CARRIED**

### **5.2 CRIME STOPPERS REPORT**

Chief Skinner provided a review of the September 2020 Crime Stoppers report.

**Moved By** Jacqui Hibbert

**Seconded By** Paul Dunseith

**THAT** the September 2020 Crime Stoppers report be received.

**CARRIED**

## **6. CORRESPONDENCE**

### **6.1 Solicitor General re: Legislative Update**

Chief Skinner provided an overview of the recent legislative changes affecting policing.

In response to an inquiry whether hospitals are adequately equipped to handle the "police - hospital transition protocol", Chief Skinner stated that the current process could benefit from additional supports to assist those apprehended under the *Mental Health Act*.

**Moved By** Paul Dunseith

**Seconded By** Doug Diplock

**THAT** the correspondence from the Solicitor General regarding a legislative update be received.

**CARRIED**

**7. OTHER BUSINESS**

**7.1 St. Marys Community and Social Wellbeing Pilot Project**

Brent Kittmer reviewed the contents of staff report ADMIN 60-2020 that was previously posted in the October 20 Special Meeting of Council agenda.

Mr. Kittmer confirmed that Council approved funding to support the enhancement of service for community and social wellbeing in the community.

**8. UPCOMING MEETINGS**

Chair Winter stated that due to a scheduling conflict, the November meeting will be rescheduled to Wednesday, November 25 at 9:00 am.

**9. CLOSED SESSION**

Chief Skinner, Community Resources Officer Keating and Mayor Strathee departed at 9:42 am.

**Moved By** Jacqui Hibbert

**Seconded By** Paul Dunseith

**THAT** the Community Policing Advisory Committee move into a session that is closed to the public at 9:43 am as authorized under the Municipal Act, Section 239(b) personal matters about an identifiable individual, including municipal or local board employees, and (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act, and the Police Services Act, Section 35(4)(a) matters involving public security may be disclosed and, having regard to the circumstances, the desirability of avoiding their disclosure in the public interest outweighs the desirability of adhering to the principle that proceedings be open to the public.

**CARRIED**

**10. RISE AND REPORT**

**Moved By** Paul Dunseith

**Seconded By** Doug Diplock

**THAT** the Community Policing Advisory Committee rise from a closed session at 10:45 am.

**CARRIED**

**11. ADJOURNMENT**

**Moved By** Jacqui Hibbert

**Seconded By** Doug Diplock

**THAT** this meeting be adjourned at 10:46 am.

**CARRIED**

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Chair Winter

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Brent Kittmer, Chief Administrative Officer



## MINUTES

### Heritage Advisory Committee

October 19, 2020

6:15 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI80G-d0YKteFQ>

#### Members Present

Al Strathee  
Councillor Pridham  
Barbara Tuer  
Clive Slade  
Janis Fread  
Michael Bolton  
Michelle Stemmler  
Paul King  
Sherri Winter-Gropp  
Stephen Habermehl

#### Staff Present

Amy Cubberley, Cultural Services Supervisor  
Grant Brouwer, Director of Building and Development  
Jason Silcox, Building Official

#### Applicants Present

Ryan Leaman, 480 Glass Street  
Tracey Pritchard, 6 Water Street South

#### 1. CALL TO ORDER

Chair Habermehl called the meeting to order at 6:18 p.m.



**2. DECLARATION OF PECUNIARY INTEREST**

None declared.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Resolution**

**Moved By** Clive Slade

**Seconded By** Michelle Stemmler

THAT the October 19, 2020 Heritage Advisory Committee meeting agenda be accepted as presented.

**CARRIED**

**4. DELEGATIONS**

None.

**5. CORRESPONDENCE**

Amy Cubberley made the Committee aware of attached correspondence regarding the *More Homes, More Choice* Act. Paul King spoke to the review of the Act.

**6. AMENDMENT AND ACCEPTANCE OF MINUTES**

**Resolution**

**Moved By** Clive Slade

**Seconded By** Janis Fread

THAT the September 21, 2020 Heritage Advisory Committee meeting minutes be accepted as presented.

**CARRIED**

**7. BUSINESS ARISING FROM MINUTES**

**8. REGULAR BUSINESS**

**8.1 Heritage Conservation District Update**

**8.1.1 Heritage Permits**

**8.1.1.1 6 Water Street South**

Grant Brouwer spoke to DEV 79-2020.

**Resolution**

**Moved By** Barbara Tuer

**Seconded By** Michael Bolton

**THAT**

report be received; and

**THAT** the Heritage Committee to support the Heritage Application for 6 Water St. S. to use the existing doors and the proposed trims, and support the replacement of the two doors, if they are not useable as long as they mimic what the two existing doors look like.

**CARRIED**

**8.1.2 Sign Applications**

**8.1.3 Heritage Grant Applications**

**8.1.3.1 6 Water Street South**

Amy Cubberley spoke to MUS 23-2020.

**Resolution**

**Moved By** Councillor Pridham

**Seconded By** Sherri Gropp

**THAT** MUS 23-2020 6 Water Street South Heritage Grant report be received for information, and;

**THAT** the Heritage Advisory Committee recommends approval of Heritage Property and Façade Improvement grants for 6 Water Street South.

**CARRIED**

**8.2 Municipal Register, Part 1 - Designations/designated property matters**

**8.2.1 Heritage Permits**

**8.2.1.1 480 Glass Street- Sign**

Ryan Leaman joined the meeting.

Grant Brouwer spoke to DEV 70-2020.

## **Resolution**

**Moved By** Michelle Stemmler

**Seconded By** Janis Fread

**THAT** DEV 70-2020 480 Glass St Sign Permit report be received; and

**THAT** the Heritage Committee support the sign permit for 480 Glass Street

**CARRIED**

### **8.2.1.2 480 Glass Street- Door**

Grant Brouwer spoke to DEV 71-2020.

The applicant stated that it is difficult to source a door that is appropriate to the building that allows for barrier-free access. The applicant anticipates that the original door would not hold up in a commercial setting and would be best preserved by being moved to the side door.

Committee members brought forward the following questions and concerns:

- Has the applicant considered a wooden door?

The applicant wants to ensure that the exterior door can handle a commercial load.

- Has the applicant considered attaching the two half doors to create a large single door?

The applicant confirmed that attaching the two half doors to create a large single door would not allow enough space indoors as the door swings inwards.

- Has the applicant considered an automatic door?

The applicant confirmed that he has, but there is no ideal place to mount the opener. He also feels that the entry door should be distinct from the other doors.

**Resolution**

**Moved By** Michael Bolton

**Seconded By** Al Strathdee

**THAT** DEV 71-2020 480 Glass St Front Entry Door report be received; and

**THAT** the Heritage Committee support a new aluminum door with side light that has window proportions that reflect the size and shape of the existing original door.

**CARRIED**

**8.2.1.3 108 Robinson Street- addition**

Jason Silcox spoke to DEV 72-2020.

**Resolution**

**Moved By** Clive Slade

**Seconded By** Michelle Stemmler

**THAT** DEV 72-2020 108 Robinson St Addition to house report be received; and

**THAT** the Heritage Committee support the application for the house addition at 108 Robinson Street

**CARRIED**

**8.2.1.4 177 Church Street South- Barn Door**

Grant Brouwer spoke to DEV 28-2020.

**Resolution**

**Moved By** Michael Bolton

**Seconded By** Michelle Stemmler

**THAT** DEV 68-2020 177 Church St. S. - Museum Barn Door Renovation be approved.

**CARRIED**

**8.3 Municipal Register, Part 2 - List of Significant properties**

Amy Cubberley shared the South Ward as an example that has been updated by a Committee member. Other Committee members agreed that the format made sense and they will submit their updates in time for the November 9 meeting.

**8.4 Properties of interest or at risk (not necessarily designated)**

None to discuss.

**8.5 CHO Report**

Paul King confirmed that he has resigned from the CHO board and this agenda item can be removed.

**8.6 Homeowner/Property owner letters**

293 Wellington Street South and 219 Queen Street East were suggested

The new McLean-Taylor building was also mentioned.

Amy Cubberley will send mailing addresses to Paul King.

**9. COUNCIL REPORT**

Councillor Pridham updated the Committee on municipal buildings reopening. She also updated the Committee on upcoming Town and BIA events for the holiday season.

**10. OTHER BUSINESS**

None.

**11. UPCOMING MEETINGS**

Monday, November 9, 2020

**12. ADJOURNMENT**

**Resolution**

**Moved By** Clive Slade

**Seconded By** Janis Fread

THAT the October 19, 2020 Heritage Advisory Committee meeting adjourn at 7:14 pm.

**CARRIED**

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Chair

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Committee Secretary



## MINUTES

### Senior Services Advisory Committee

September 28, 2020

1:00 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI80G-d0YKteFQ>

Member Present      Joyce Vivian  
                                 Marie Ballantyne  
                                 Owen O'Brien  
                                 Councillor Winter  
                                 Richard Lyons

Member Absent      Candice Harris  
                                 Donna Kurchak  
                                 Donna Simmons

#### 1.      **CALL TO ORDER**

Vice Chair Ballantyne called the meeting to order at 1:00p.m.

#### 2.      **DECLARATION OF PECUNIARY INTEREST**

None.

#### 3.      **AMENDMENTS AND APPROVAL OF AGENDA**

Item 7.1 Town of St. Marys Update was added to the agenda.

**THAT the September 28, 2020 Senior Service Advisory Committee agenda be accepted as presented.**

**Moved By** Joyce Vivian

**Seconded By** Owen O'Brien

CARRIED

**4. ACCEPTANCE OF MINUTES**

THAT June 29, 2020 Senior Service meeting minutes be approved and signed by the Chair and staff liaison.

Moved By Joyce Vivian

Seconded By Councillor Winter

CARRIED

**5. BUSINESS ARISING FROM MINUTES**

**5.1 Ontario Health**

Staff informed the committee that the Huron Perth Ontario Health Team has resumed regular meetings following a hiatus due to the Pandemic.

**5.2 ServiceOntario**

There is no update regarding the status of a ServiceOntario outlet in St. Marys.

**6. REPORTS**

**6.1 Pyramid Recreation Centre Reopening Plan**

Staff review the Pyramid Recreation Centre Reopening Plan accepted by Council. Staff noted that the Friendship Centre will begin slowly reopening the Friendship Centre for in house programming, while continuing to offer virtual options as well as operating as the Community Wellness program for the Municipality. Programs that can safely physical distance and follow all Public Health recommendations return slowly. Staff are bringing programs back in low numbers to ensure that all Public Health recommendations are followed. Higher risk programs which involve closer contact will not be returning in the beginning stages of reopening.

**7. OTHER BUSINESS**

**7.1 Town of St. Marys Update**

Councillor Winter updated the committee on various Town of St. Marys initiatives.

**9. ADJOURNMENT**



THAT this regular meeting of Senior Service Advisory adjourn at \_\_\_\_

Moved By Councillor Winter

CARRIED

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Chair

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Committee Secretary

**BY-LAW 97-2020**

**THE CORPORATION OF THE TOWN OF ST. MARYS**

**Being a By-law to authorize a Bus Stop Licence Agreement between The Corporation of the Town of St. Marys and The Corporation of the City of Stratford and The Corporation of the Municipality of North Perth for the regional intermodal transportation project.**

- WHEREAS:** The Province of Ontario has established the Community Transportation Grant Program to fund municipalities to plan, implement and operate intercommunity and local transportation projects;
- AND WHEREAS:** The Corporation of the Town of St. Marys and The Corporation of the City of Stratford and The Corporation of the Municipality of North Perth (the “Parties”) entered into a local partnership agreement for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the project;
- AND WHEREAS:** The Intermodal Transportation Project will establish a regional intermodal passenger bus service relying on scheduled bus runs to connect the Perth County transportation hubs of the City, the community of Listowel in North Perth, and St. Marys to intermodal services in the Cities of London and Kitchener;
- AND WHEREAS:** To facilitate the Intermodal Transportation Project the City wishes to place a bus stop on property(ies) owned by St. Marys and North Perth (collectively the “Licensors”) to facilitate the pick-up and drop-off of passengers utilizing the Intermodal Transportation Project (the “Licensed Stop(s)”);
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Bus Stop Licence Agreement between The Corporation of the City of Stratford and The Corporation of the Municipality of North Perth for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Licensed Stops;
- 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 Chief Administrative Officer be delegated the authority to negotiate such changes as may be necessary to bring the Agreement to its final form prior to signing.
  2. That the Mayor and Clerk are hereby authorized to execute the Agreement in substantially the same form as presented on November 10, 2020 on behalf of The Corporation of the Town of St. Marys.

3. That the Agreement between The Corporation of the Town of St. Marys and The Corporation of the City of Stratford and The Corporation of the Municipality of North Perth, attached hereto as Appendix "A", is hereby authorized and approved.
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 10<sup>th</sup> day of November 2020.**

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Mayor Al Stratheed

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Jenna McCartney, Clerk

**BY-LAW 98-2020**

**THE CORPORATION OF THE TOWN OF ST. MARYS**

**Being a By-law to authorize a Bus Stop Access Agreement between The Corporation of the Town of St. Marys and The Corporation of the County of Perth for the intra-county community transportation project.**

- WHEREAS:** The Province of Ontario has established the Community Transportation Grant Program to fund municipalities to plan, implement and operate intercommunity and local transportation projects;
- AND WHEREAS:** The Corporation of the Town of St. Marys and The Corporation of the City of Stratford and The Corporation of the County of Perth (the “Parties”) entered into a local partnership agreement for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the project;
- AND WHEREAS:** To facilitate the Intra-county Community Transportation Project the County wishes to place a bus stop on property(ies) owned by The Corporation of the Town of St. Marys to facilitate the pick-up and drop-off of passengers utilizing the project;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Bus Stop Access Agreement with The Corporation of the County of Perth for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the bus stops;
- 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 Chief Administrative Officer be delegated the authority to negotiate such changes as may be necessary to bring the Agreement to its final form prior to signing.
  2. That the Mayor and Clerk are hereby authorized to execute the Agreement in substantially the same form as presented on November 10, 2020 on behalf of The Corporation of the Town of St. Marys.
  3. That the Agreement between The Corporation of the Town of St. Marys and The Corporation of the County of Perth, attached hereto as Appendix “A”, is hereby authorized and approved.
  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 10<sup>th</sup> day of November 2020.

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Mayor Al Strathee

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Jenna McCartney, Clerk

**BY-LAW 99-2020**

**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 R. J. Burnside and Associates Ltd. and 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 authorized a capital project at the Water Pollution Control Plant inclusive of the grit removal system, odour control system and administration control building upgrades (the “Project”) and received a proposal from the design engineer known as R. J Burnside and Associates Ltd. for Contract Management and Administration which was subsequently approved by Council on November 10, 2020;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with R. J. Burnside and Associates Ltd. (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 R. J. Burnside and Associates Ltd., attached hereto as Appendix “A”, is hereby authorized and approved.
  2. That the Mayor and Clerk are hereby authorized to execute the Agreement on behalf 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 10<sup>th</sup> day of November 2020.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 100-2020**

**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 November 10, 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 10<sup>th</sup> day of November, 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 10<sup>th</sup> day of November 2020.**

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Mayor Al Stratheedee

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Jenna McCartney, Clerk