



## **AGENDA**

### **Regular Council Meeting**

April 13, 2021

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 April 13, 2021 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 drop box at Town Hall, 175 Queen Street East, lower level.)

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

**5.1. #Strong As Stone Nominees**

**Recognition of March Nominees**

Leslie Edney

Joe Robson

Rachael O'Neill

St. Marys Life moderators

**5.2. PC Connect Transportation Project Update**

11

**RECOMMENDATION**

**THAT** the presentation from the County of Perth regarding the PC Connect transportation project be received.

**6. ACCEPTANCE OF MINUTES**

**6.1. Strategic Priorities Committee - March 16, 2021**

17

**RECOMMENDATION**

**THAT** the March 16, 2021 Strategic Priorities Committee meeting minutes be accepted by Council and signed and sealed by the Mayor and the Clerk.

**6.1.1. Community Improvement Plan**

**RECOMMENDATION**

**THAT** Council direct staff to circulate the draft Community Improvement Plan to the Ministry of Municipal Affairs and Housing for review; and,

**THAT** upon receipt of comments from the Ministry of Municipal Affairs and Housing, that Council direct staff to initiate the required public meeting.

**6.1.2. COVID-19 Pandemic Impact on School Aged Children**

**RECOMMENDATION**

**THAT** Council recognizes the impacts of the COVID-19 pandemic as it has affected the community as a whole; and

**THAT** Council direct staff to send correspondence to the Avon Maitland District School Board and the Huron-Perth Catholic District School Board to recommend the school boards consider supporting the survey of school aged children regarding the impacts of the pandemic.

**6.2. Regular Council - March 23, 2021**

**21**

**RECOMMENDATION**

**THAT** the March 23, 2021 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**7. CORRESPONDENCE**

**7.1. Canadian Union of Postal Workers re: Delivery Community Power**

**34**

Recommendation from Green Committee minutes of March 24, 2021.

**RECOMMENDATION**

**THAT** Council support the resolution from the Canadian Union of Postal Workers regarding the request to implement the recommendations in Delivering Community Power.

**8. STAFF REPORTS**

**8.1. Administration**

**8.1.1. ADMIN 13-2021 Emergency Management Program Year End for 2020**

**35**

**RECOMMENDATION**

**THAT** ADMIN 13-2021 Emergency Management Program Year End for 2020 report be received for information.

8.1.2.	<b>ADMIN 15-2021 Court Security and Prisoner Transportation Program 2021</b>	45
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**RECOMMENDATION**

**THAT** ADMIN 15-2021 Court Security and Prisoner Transportation Program 2021 report be received; and

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

**THAT** Council consider By-law 37-2021 authorizing the Mayor and the Clerk to execute the associated agreement.

**8.2. Building and Development Services**

8.2.1.	<b>DEV 11-2021 175 Queen Street East (Town Hall) Exterior Washroom Drain Project</b>	72
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**RECOMMENDATION**

**THAT** DEV 11-2021 175 Queen Street East (Town Hall) Exterior Washroom Drain Project report be received; and

**THAT** Council approves the Town Hall Exterior Washrooms Repairs Option 2 and authorize staff to proceed to procure the work by soliciting written quotes; and

**THAT** Council approves the project to be funded from the Facilities Reserve.

8.2.2.	<b>DEV 12-2021 150 Cain St (Cemetery) Washroom Upgrades</b>	75
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**RECOMMENDATION**

**THAT** DEV 12-2021 150 Cain St (Cemetery) Washroom Upgrades report be received; and

**THAT** Council approves the reallocation of the \$5,400 surplus from the Cemetery Window Project to the Cemetery Washroom Upgrades; and

**THAT** Council approves an additional \$5,000 from the Facilities Reserve to be allocated to the Cemetery Washroom Upgrades.

**8.3. Community Services**

**8.3.1. DCS 13-2021 National Volunteer Week**

77

**RECOMMENDATION**

**THAT** DCS 13-2021 National Volunteer Week report be received; and

**THAT** Council proclaim the week of April 18 to April 24 as National Volunteer Week in the Town of St. Marys.

**8.4. Corporate Services**

**8.4.1. COR 18-2021 Summer Activities for Milt Dunnell Field**

80

**RECOMMENDATION**

**THAT** COR 18-2021 Summer Activities for Milt Dunnell Field report be received.

**8.4.2. COR 19-2021 Provincial Gas Tax Agreement - 2021**

83

**RECOMMENDATION**

**THAT** COR 19-2021 Provincial Gas Tax Agreement - 2021 report be received; and

**THAT** Council confirm that the Town of St. Marys continues to be the host of transit joint service for the Town of St. Marys, Municipality of Perth South, Municipality of Zorra, and Municipality of Thames Centre; and

**THAT** Council consider By-law 36-2021 authorizing the Mayor and the Clerk to execute the Letter of Agreement for Provincial Gas Tax Funds for Public Transportation Program.

**8.5. Public Works**

8.5.1.	<b>PW 30-2021 Encroachment Agreement for 178 Ontario Street South, St. Marys (Logan)</b>	88
	<b>RECOMMENDATION</b>	
	<b>THAT</b> PW 30-2021 Encroachment Agreement for 178 Ontario Street South, St. Marys (Logan) report be received; and	
	<b>THAT</b> Council consider By-law 38-2021 for an encroachment agreement with the property owner and authorize the Mayor and Clerk to execute the associated agreement respecting 178 Ontario Street South, St. Marys.	
8.5.2.	<b>PW 32-2021 Lystek Management Contract Renewal</b>	93
	<b>RECOMMENDATION</b>	
	<b>THAT</b> report PW 32-2021 Lystek Management Contract Renewal be received; and	
	<b>THAT</b> Council consider By-Law 39-2021 authorizing the Mayor and the Clerk to sign the biosolids management and handling renewal amending agreement with Lystek International Inc.	
9.	<b>COUNCILLOR REPORTS</b>	
9.1.	<b>Operational and Board Reports</b>	
	<b>RECOMMENDATION</b>	
	<b>THAT</b> agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.16 be received.	
9.1.1.	<b>Bluewater Recycling Association - Coun. Craigmile</b>	96
	March 18, 2021 Highlights	
9.1.2.	<b>Library Board - Coun. Craigmile, Edney, Mayor Strathdee</b>	103
	March 4, 2021 Minutes	
9.1.3.	<b>Municipal Shared Services Committee - Mayor Strathdee, Coun. Luna</b>	
9.1.4.	<b>Huron Perth Public Health - Coun. Luna</b>	
9.1.5.	<b>Spruce Lodge Board - Coun. Luna, Pridham</b>	107
	February 17, 2021 Minutes	

**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**

**9.2.3. Business Improvement Area - Coun. Winter**

110

March 15, 2021 Draft Minutes (AGM)

**9.2.4. CBHFM - Coun. Edney**

**9.2.5. Committee of Adjustment**

**9.2.6. Community Policing Advisory Committee - Coun. Winter, Mayor  
Strathdee**

114

March 17, 2021 Minutes

\*Minute item 6.1 for Council consideration.

Memo related to item 6.1 has been attached to this agenda.

**RECOMMENDATION**

**THAT** Council approve the 2021 Stratford Police operating budget and 5-year capital plan.

**9.2.7. Green Committee - Coun. Pridham**

125

February 24, 2021 Minutes

March 24, 2021 Minutes

Recommendation in minute items 6.1 and 8.2. from the March 24, 2021 meeting.

- Correspondence related to item 6.1 has been attached to this agenda under Correspondence.
- Item 8.2 will be presented to Council at a future meeting.

9.2.8.	Heritage Advisory Committee - Coun. Pridham	135
	March 15, 2021 Minutes	
9.2.9.	Huron Perth Healthcare Local Advisory Committee - Coun. Luna	
9.2.10.	Museum Advisory Committee - Coun. Hainer	139
	March 10, 2021 Minutes	
9.2.11.	Planning Advisory Committee - Coun. Craigmile, Hainer	142
	April 6, 2021 Minutes	
	*Recommendation in minutes item 6.1.	
	<b>RECOMMENDATION</b>	
	THAT Council proceed with a public meeting on May 11, 2021 to consider Zoning By-law Amendment (Z01-2021) by BDS Construction c/o Adriano Paola for 347 James Street South.	
9.2.12.	Recreation and Leisure Advisory Committee - Coun. Pridham	
9.2.13.	Senior Services Advisory Committee - Coun. Winter	
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	146
	March 5, 2021 Minutes	

**10. EMERGENT OR UNFINISHED BUSINESS**

**11. NOTICES OF MOTION**



## **12. BY-LAWS**

### **RECOMMENDATION**

**THAT** By-Laws 36-2021, 37-2021, 38-2021 and 39-2021 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

<b>12.1.</b>	<b>By-Law 36-2021 Agreement with Minister of Transportation for Provincial Gas Tax Funding (2021)</b>	<b>149</b>
<b>12.2.</b>	<b>By-Law 37-2021 Minister of Solicitor General for Court Security and Prisoner Transportation Program (2021)</b>	<b>150</b>
<b>12.3.</b>	<b>By-Law 38-2021 Encroachment Agreement with Lynda Logan for 178 Ontario Street South</b>	<b>151</b>
<b>12.4.</b>	<b>By-Law 39-2021 Agreement to extend contract with Lystek International Inc. for management and handling of biosolids</b>	<b>152</b>

## **13. UPCOMING MEETINGS**

\*All meetings are held virtually and live streamed to the Town's YouTube channel.

April 20, 2021 - 9:00 am, Strategic Priorities Committee

April 27, 2021 - 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, including municipal or local board employees, (c) a proposed or pending acquisition or disposition of land by the municipality or local board, and (f) advise that is subject to solicitor-client privilege, including communications necessary for that purpose.

### **14.1. Minutes CLOSED SESSION**

### **14.2. COR 20-2021 CONFIDENTIAL Town Business Grant – Round 2**

14.3. ADMIN 14-2021 CONFIDENTIAL Sale of Town Owned Lands (Part 7, South of 550 James Street S)

14.4. PL200131-1934733 Ontario Inc v St Marys Update (151 Water Street N.)

15. RISE AND REPORT

RECOMMENDATION

THAT Council rise from a closed session at \_\_\_\_\_pm.

15.1. Sale of Town Owner Lands (Part 7, South of 550 James Street South) 153

RECOMMENDATION

THAT By-law 40-2021, being a by-law to authorize the Mayor and the Clerk to sign a land sale agreement with Raezor's Inc, be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

16. CONFIRMATORY BY-LAW 154

RECOMMENDATION

THAT By-Law 41-2021, being a by-law to confirm the proceedings of April 13, 2021 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.

### **PC Connect Update to St. Marys Council- April 13, 2021**

PC Connect successfully launched on November 16, 2020 and has serviced a total of 765 rides to date. Despite the multiple provincewide shutdowns, the service has continued to operate responsibly in order to provide residents with access to essential needs; such as work, pharmacy, groceries, social services and/or medical appointments. The following report provides insight into the PC Connect service with focus on Routes A & B.

#### **COVID-19 Emergency Orders**

As transportation services are recognized as essential under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, PC Connect has continued to operate responsibly throughout the provincewide shutdowns. The MTO has provided validation that all transportation services are permitted to continue in all public health zones, however asks that all services remind passengers to limit travel to essential purposes only, and continue to promote COVID-19 safety protocols. The following safety measures continue to be enforced on all PC Connect fleet:

- Capacity has been reduced by 50% to enable physical distancing;
- Masks are mandatory on board the bus;
- Hand sanitizer is available and encouraged to be used at each entrance/exit;
- Increased sanitization practices and special training for drivers;
- Encouraging pre-booked rides in order to maintain a manifest for contact-tracing;
- Passive COVID-19 screening through official signage.

#### **PC Connect & Mass Vaccination Clinics**

Following initial discussions regarding PC Connect and its potential role with providing transportation to vaccine appointments, staff have connected with stakeholders to determine the feasibility and demand for the service at the Mass Vaccination Clinics. With the service as it is today, both Routes A & B currently provide access to the Mitchell Community Centre (potential temporary site), as well a connection to the Stratford Rotary Complex (permanent site) through Stratford Transit. Additional Mass Vaccination Clinics within the County and surrounding areas that are in reasonable proximity to existing routes can likely be added as needed, while making minimal impacts or disruptions for current riders. Pending further information from the Huron Perth Public Health Unit, Staff have initiated the bus stop agreements process, and are working with the Service Provider to confirm potential route timing and schedule changes, so that they are ready to execute as soon as possible.

#### **PC Connect Ridership**

Despite launching amidst a global pandemic and the inability to actively market the service, PC Connect ridership has been showing a positive growth trend. Prior to the April shutdown, PC Connect was experiencing significant growth from riders leveraging the service to reach both employment and social services on a daily basis. PC Connect's Routes A & B saw a 110% increase in ridership from

February to March. Since the start of the service, ridership on Routes A & B have increased by an average of 57% each month. To date, PC Connect's Routes A & B have serviced a total of 429 riders, with 342 on Route A, and 87 on Route B. A ridership analysis has been attached for more information.

### **Financial Implications**

The service continues to operate within the provincial grant funding budget. To date, the service has collected \$4,974 in fare revenue, with \$1,576 of which being sold at 50% off. A budget with detailed spending has been included for more information.

### **Marketing**

Due to the global pandemic, marketing and advertising for PC Connect has been limited. Since the provincewide shutdown in December, PC Connect has paused all paid marketing efforts and continues to encourage essential travel only through organic channels. Following the 4-week April shutdown, Staff will consult with HPPH in order to determine a safe and responsible timeline to resume paid marketing efforts. At that time, community outreach and advertising such as radio, video, and paid social media will resume. Despite the current landscape, PC Connect has received a great amount of interest from residents which is expected to grow once it is safe and responsible to resume marketing the service.

### **Other Updates**

PC Connect launched with an introductory promotion rate of 50% off that was scheduled to last for the first month of operation. Due to COVID-19, the fare promotion was extended for several months in order for residents to safely experience the new service. As of April 1, 2021, the 50% fare promotion has ended and the service is now being offered at full price. A promotional rate has been developed for organizations who are looking to purchase pre-paid fare tickets in bulk for their clients. To date, 780 adult tickets and 40 student tickets have been purchased by organizations within Perth County and surrounding areas. Staff are working with the Southwest Community Transit Association (SCT) to acquire a mobile application that will allow PC Connect to offer additional fare and payment options, such as 10-ride credit packs and unlimited monthly passes. Perth County's membership with the SCT will not only be an asset by identifying economies of scale, but will also be valuable to share best practices with regards to governance, policy development, and operation challenges among other emerging issues.

Staff have recently implemented an on-board survey that is now available for all riders to complete during their ride on PC Connect. The survey has been designed to gather more insight into current riders, and their purpose of travel in relation to their preferred travel times. The knowledge derived from the survey will be vital in better understanding the current use of the service, and will be used to influence any potential route or schedule changes. Staff are continuing to monitor the service closely, and are continuously gathering feedback and data in order to provide the most desirable service possible.

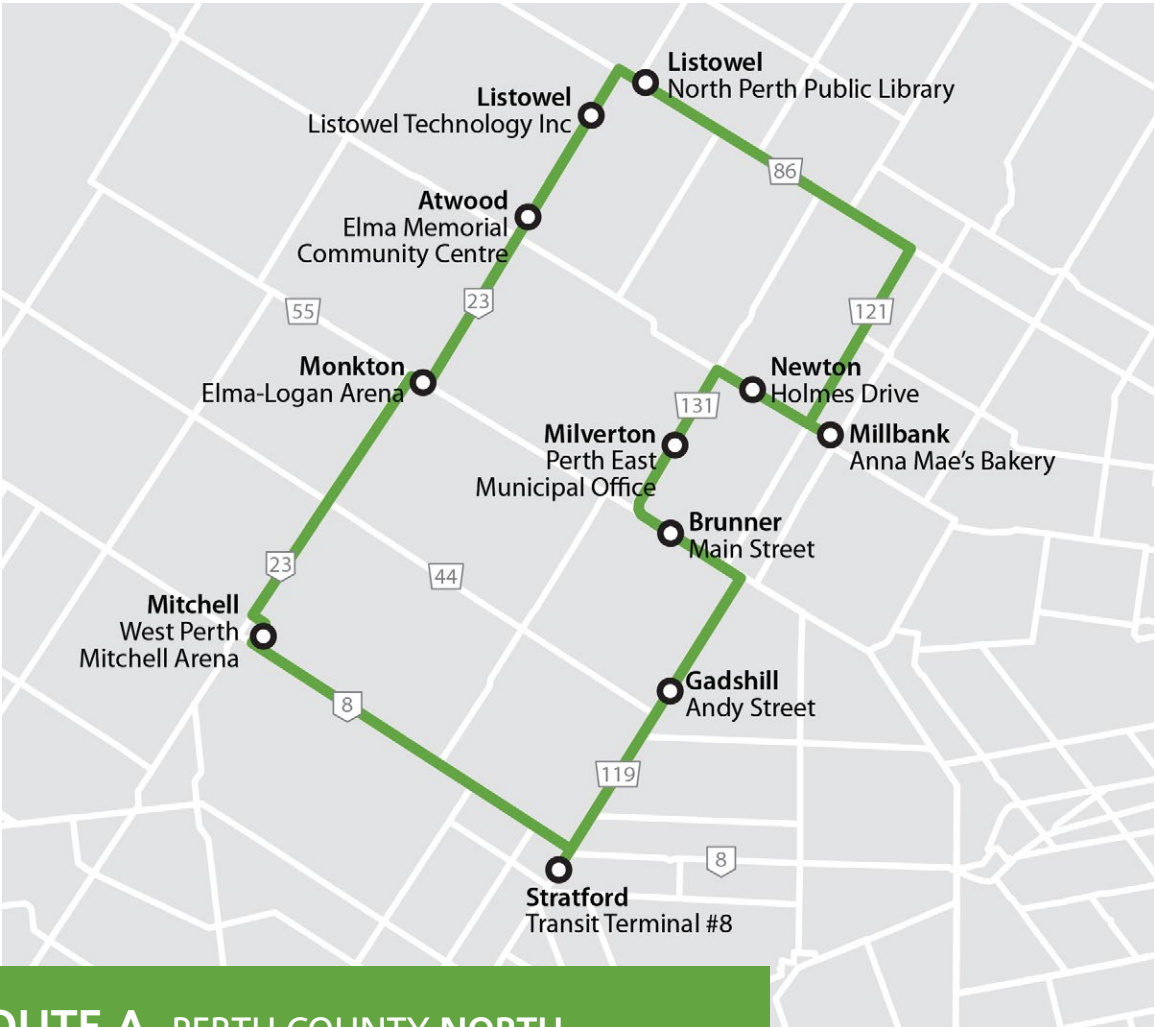
### **Attachments:**

Route A Map and Schedule

Route B Map and Schedule

PC Connect Ridership Data to Date

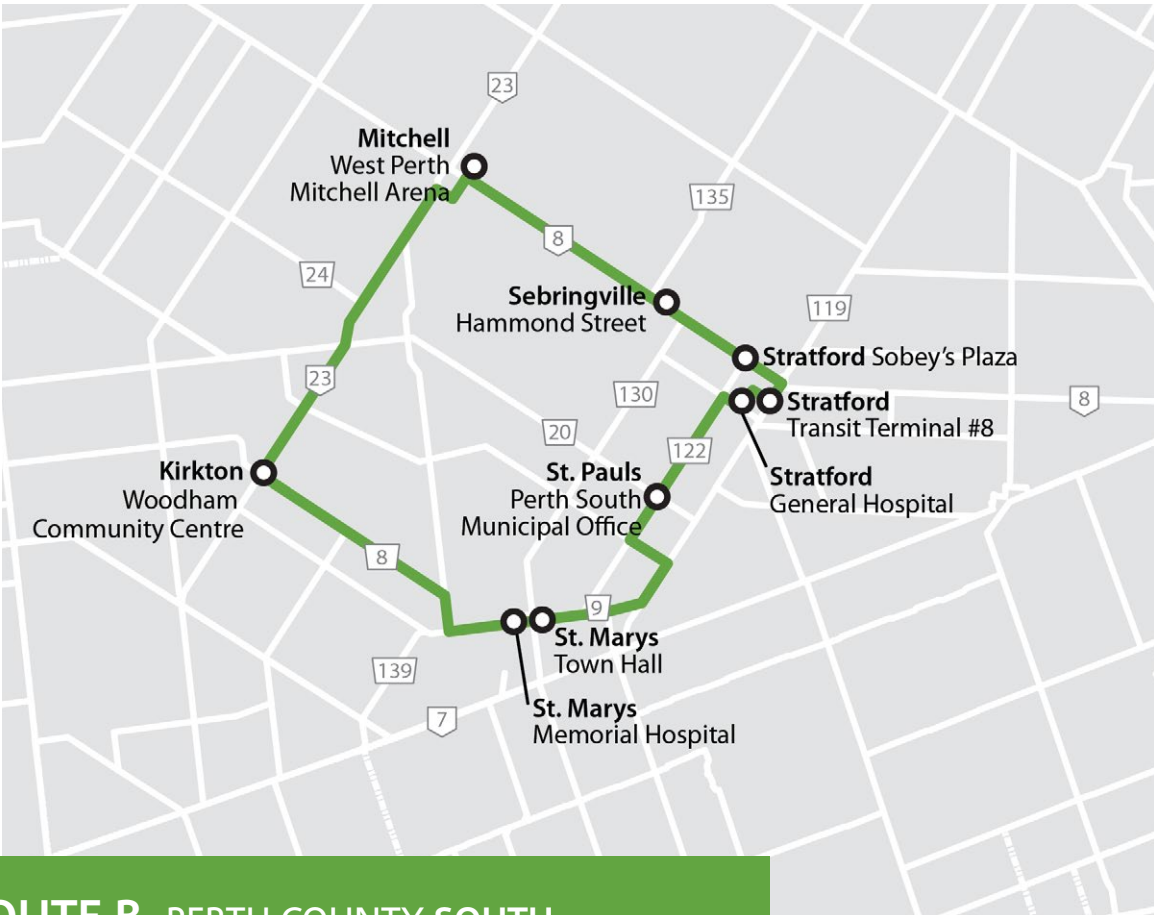
PC Connect Budget- April 2021



ROUTE A PERTH COUNTY NORTH

MONDAY - SATURDAY

STOP LOCATION	↓ TRIP 1	↑ TRIP 2	↓ TRIP 3	↑ TRIP 4
Stratford: Transit Terminal #8	6:00	10:28	<b>1:00</b>	<b>5:28</b>
Gadshill: Andy Street	6:14	10:14	<b>1:14</b>	<b>5:14</b>
Brunner: Main Street	6:25	10:03	<b>1:25</b>	<b>5:03</b>
Milverton: Perth East Municipal Office	6:33	9:55	<b>1:33</b>	<b>4:55</b>
Newton: Holmes Drive	6:40	9:48	<b>1:40</b>	<b>4:48</b>
Millbank: Anna Mae's Bakery	6:46	9:42	<b>1:46</b>	<b>4:42</b>
Listowel: North Perth Public Library	7:10	9:18	<b>2:10</b>	<b>4:18</b>
Listowel: Listowel Technology Inc. (LTI)	7:16	9:12	<b>2:16</b>	<b>4:12</b>
Atwood: Elma Memorial Community Centre	7:23	9:05	<b>2:23</b>	<b>4:05</b>
Monkton: Elma-Logan Arena	7:35	8:53	<b>2:35</b>	<b>3:53</b>
Mitchell: West Perth Mitchell Arena	7:50	8:38	<b>2:50</b>	<b>3:38</b>
Stratford: Transit Terminal #8	8:13	8:15	<b>3:13</b>	<b>3:15</b>



ROUTE B PERTH COUNTY SOUTH

MONDAY - SATURDAY				
STOP LOCATION	↓ TRIP 1	↑ TRIP 2	↓ TRIP 3	↑ TRIP 4
Stratford: Transit Terminal #8	6:00	9:25	<b>2:00</b>	<b>6:10</b>
Stratford: Stratford General Hospital	6:05	9:20	<b>2:05</b>	<b>6:05</b>
St. Pauls: Perth South Municipal Office	6:17	9:08	<b>2:17</b>	<b>5:53</b>
St. Marys: Town Hall	6:31	8:54	<b>2:31</b>	<b>5:39</b>
St. Marys: Memorial Hospital	6:37	8:48	<b>2:37</b>	<b>5:33</b>
Kirkton: Woodham Community Centre	6:55	8:30	<b>2:55</b>	<b>5:15</b>
Mitchell: West Perth Mitchell Arena	7:11	8:14	<b>3:11</b>	<b>4:59</b>
Sebringville: Hammond Street	7:23	8:02	<b>3:23</b>	<b>4:47</b>
Stratford: Sobeys Plaza	7:34	7:51	<b>3:34</b>	<b>4:36</b>
Stratford: Transit Terminal #8	7:40	7:45	<b>3:40</b>	<b>4:30</b>

PM times are BOLD

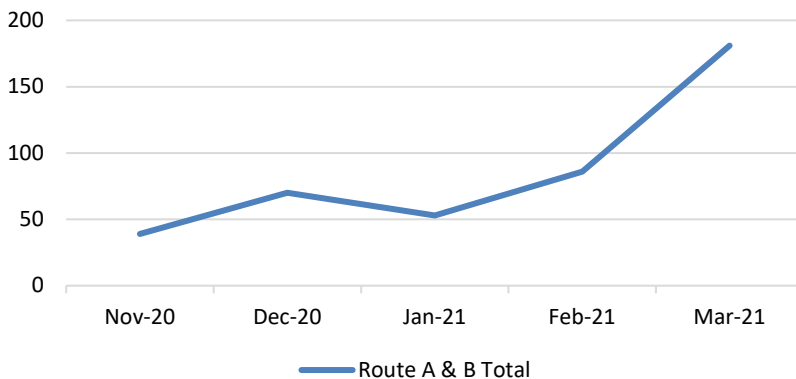
## Ridership Data to Date (November 16, 2020 – March 31, 2021)

### 1. ALL PC Connect Ridership

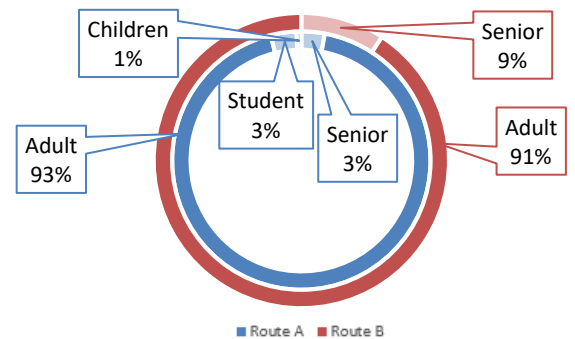
Month	Route A (PC North)	Route B (PC South)	Route 1 (K/W-Listowel)	Route 2 (K/W-St.Marys)	Route 3 (London-Stratford)
Nov-20	20	19	9	37	-
Dec-20	48	22	20	59	-
Jan-21	43	10	4	13	6
Feb-21	73	13	11	20	28
Mar-21	158	23	13	57	59
<b>Total</b>	<b>342</b>	<b>87</b>	<b>57</b>	<b>186</b>	<b>93</b>

*Please note that the data below represents only Routes A & B:*

### 2. Route A&B Cumulative Ridership Trend



### 3. Rider Demographics by Route



### 4. Route A Riders per Location

Stop Location	Riders ON	Riders OFF
Stratford Terminal	85	75
Gadshill	0	0
Brunner	5	3
Milverton	63	66
Newton	36	29
Millbank	1	8
Listowel	73	62
Listowel Tech. Inc (LTI)	23	39
Atwood	12	6
Monkton	3	2
Mitchell	19	3
Stratford Terminal	22	49
<b>Total</b>	<b>342</b>	<b>342</b>

### 5. Route B Riders per Location

Stop Location	Riders ON	Riders OFF
Stratford Terminal	28	22
Stratford General Hospital	0	0
St. Pauls	0	0
St. Marys Town Hall	13	13
St. Marys Memorial Hospital	13	10
Kirkton	1	1
Mitchell	18	17
Sebringville	1	2
Sobey's Stratford	0	2
Stratford Terminal	13	20
<b>Total</b>	<b>87</b>	<b>87</b>

**Community Transportation Grant Program: PC Connect Budget (April 2021)**

	<b>YEAR 1 Actual Costs: April 1, 2018- March 31, 2019</b>	<b>YEAR 2 Actual Costs: April 1, 2019- March 31, 2020</b>	<b>YEAR 3 Actual Costs: April 1, 2020- March 31, 2021</b>	<b>YEAR 4 Forecasted Costs: April 1, 2021- March 31, 2022</b>	<b>YEAR 5 Forecasted Costs: April 1, 2022- March 31, 2023</b>	<b>Totals</b>
.						
<b>Expenses</b>						
Consulting services/professional service	\$ 3,053	\$ 42,123		\$ -	\$ -	\$ 45,176
Full time adminstration salaries/benefits (Transit Project Coordinator)	\$ -	\$ -	\$ 89,867	\$ 93,361	\$ 97,015	\$ 280,243
Legal Services	\$ -	\$ 9,667	\$ 33,883	\$ 10,000		\$ 53,550
Contracted transportation services (Voyago: \$86.57/hour, 303 days/year)	\$ -	\$ -	\$ 158,744	\$ 427,078	\$ 427,078	\$ 1,012,900
Equipment, supplies, materials	\$ -	\$ -	\$ 2,069	\$ 10,000	\$ 10,000	\$ 22,069
Public outreach/marketing	\$ -	\$ -	\$ 12,217	\$ 30,000	\$ 30,000	\$ 72,217
Contact number or website	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 60,000
Administrative Costs	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 20,000
Transportation Services Enhancements	\$ -	\$ -	\$ -		\$ 129,346	\$ 129,346
<b>A. Total Expenses</b>	<b>\$ 3,053</b>	<b>\$ 51,790</b>	<b>\$ 296,780</b>	<b>\$ 610,439</b>	<b>\$ 733,439</b>	<b>\$ 1,695,500</b>
<b>Funding Sources</b>						
CT Grant	\$ 3,000	\$ 149,393	\$ 296,780	\$ 552,161	\$ 448,012	\$ 1,449,345
County Contribution						\$ -
Partner Contribution(s)						\$ -
Fares			\$ 4,974	\$ 58,278	\$ 182,903	\$ 246,156
<b>B. Total Funding</b>	<b>\$ 3,000</b>	<b>\$ 149,393</b>	<b>\$ 301,754</b>	<b>\$ 610,439</b>	<b>\$ 630,915</b>	<b>\$ 1,695,500</b>





**MINUTES**  
**Strategic Priorities Committee**

March 16, 2021  
9:00 am  
Town Hall, Council Chambers

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

Council Regrets: Councillor Hainer

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

**Conference Line**  
Grant Brouwer, Director of Building and Development  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
André Morin, Director of Finance / Treasurer

**1. CALL TO ORDER**

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

**2. DECLARATIONS OF PECUNIARY INTEREST**

None.

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

**Resolution 2021-03-16-01**

**Moved By:** Councillor Pridham

**Seconded By:** Councillor Edney

**THAT** the March 16, 2021 Strategic Priorities Committee agenda be accepted as presented.

#### **4. STRATEGIC PRIORITIES REVIEW**

##### **4.1 DEV 09-2021 St. Marys Community Improvement Plan Update**

Grant Brouwer and Mark Stone presented DEV 09-2021 report.

The Committee reviewed each incentive program and discussed the merits.

The Committee suggested the plan provide clear direction on the maximum funding available for each grant and the maximum funding available if applying to multiple grants.

Staff will consider further defining the scope of the project for the Planning Application and Building Permit Fee Rebate program as it applies to attainable housing.

Staff presented the next steps related to the Community Improvement Plan by seeking approval from the Ministry of Municipal Affairs and Housing.

The Committee discussed the timing for considering applications under the scope of the proposed Plan to ensure equitable access for all.

##### **Resolution 2021-03-16-02**

**Moved By:** Councillor Winter

**Seconded By:** Councillor Pridham

**THAT** DEV 09-2021 St. Marys Community Improvement Plan Update report be received; and

**THAT** the Strategic Priorities Committee recommends to Council:

**THAT** Council direct staff to circulate the draft Community Improvement Plan to the Ministry of Municipal Affairs and Housing for review; and,

**THAT** upon receipt of comments from the Ministry of Municipal Affairs and Housing, that Council direct staff to initiate the required public meeting.

**CARRIED**

The Committee took a brief recess at 10:20am.

Chair Strathdee called the meeting back to order at 10:28am.

##### **4.2 ADMIN 11-2021 Community Safety and Well-being Plan Update**

Jenna McCartney presented ADMIN 11-2021 report.

Brent Kittmer provided an update on the status of the implementation of the Community Safety and Well-being Plan as it relates to the partner municipalities and stated that the final Plan will be presented to the respective Councils by a staffing support through City of Stratford.

**Resolution 2021-03-16-03**

**Moved By:** Councillor Luna

**Seconded By:** Councillor Craigmile

**THAT** this meeting of the Strategic Priorities Committee be adjourned to 11:15 am.

**CARRIED**

Chair Strathdee called the meeting back to order at 11:28 am.

**Resolution 2021-03-16-04**

**Moved By:** Councillor Pridham

**Seconded By:** Councillor Luna

**THAT** ADMIN 11-2021 Community Safety and Well-being Plan Update report be received.

**CARRIED**

**5. DELEGATION**

**5.1 University of Guelph re: Rural Response to COVID-19**

Leith Deacon presented the rural response to COVID-19 survey results.

**Resolution 2021-03-16-05**

**Moved By:** Councillor Luna

**Seconded By:** Councillor Edney

**THAT** the Strategic Priorities Committee recommends to Council:

**THAT** Council recognizes the impacts of the COVID-19 pandemic as it has affected the community as a whole; and

**THAT** Council direct staff to send correspondence to the Avon Maitland District School Board and the Huron-Perth Catholic District School Board to recommend the school boards consider supporting the survey of school aged children regarding the impacts of the pandemic.

**CARRIED**

**Resolution 2021-03-16-06**

**Moved By:** Councillor Luna

**Seconded By:** Councillor Craigmile

**THAT** the delegation from the University of Guelph regarding the rural response to COVID-19 survey results be received.

**CARRIED**

**6. NEXT MEETING**

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

**7. ADJOURNMENT**

**Resolution 2021-03-16-07**

**Moved By:** Councillor Luna

**Seconded By:** Councillor Winter

**THAT** this meeting of the Strategic Priorities Committee adjourns at 12:17 pm.

**CARRIED**

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Al Stratthdee, Mayor

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Jenna McCartney, Clerk



## **MINUTES Regular Council**

March 23, 2021

6:00pm

Town Hall, Council Chambers

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

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

**Conference Line**  
Richard Anderson, Director of Emergency Services / Fire Chief  
Sarah Andrews, Library CEO  
Grant Brouwer, Director of Building and Development  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
Lisa Lawrence, Director of Human Resources  
André Morin, Director of Corporate Services / Treasurer  
Dave Blake, Environmental Services Supervisor  
Jeff Wolfe, Asset Management Specialist

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

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

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

None.

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

**Resolution 2021-03-23-01**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** the March 23, 2021 regular Council meeting agenda be accepted as presented.

**CARRIED**

#### **4. PUBLIC INPUT PERIOD**

In advance of the meeting, Tom Osgerby of 69 Parkhaven Crescent, St. Marys, presented the following information.

*My name is Tom Osgerby and I live at 69 Parkhaven Crescent. My home backs onto the park (green space). I am hearing a lot of rumours so I am coming to "council" to get an answer.*

*I have been told that the park, right next to Parkhaven, is going to be redesignated as excess land and sold for some sort of development. We were told when we bought our place in 2003, that this would be green space and no one would be building in our back yard. I believe that, in the past, all new housing areas had to have a certain amount of green space. Is that no longer the rule?*

*That park is used daily by people walking their dogs, children playing, and people accessing the walking trail at the south end of the park. Just taking away the soccer nets does not make the park useless land.*

*I am asking for clarification as to whether the council or staff is recommending that the parkland be sold for development or will it be left as green space.*

Mayor Strathdee stated while Council is looking at all parcels of land in town for affordable housing options, there have been no plans made to sell the land and staff have not recommended to Council that the land be sold.

In advance of the meeting, Frank Doyle of St. Marys Independent provided the following two questions:

*Are there still restrictions on who can get a charitable lottery licence in St. Marys?*

*What percentage are salaries and benefits as compared to the total Town budget?*

Jenna McCartney stated the Town has been reviewing and approving lottery licence applications throughout the pandemic. As long as the charitable

organization is deemed eligible under the parameters of the AGCO, the Town will consider the licence.

In response to the second question, André Morin stated that salaries and benefits in the Town budget represent 35% of total expenditures.

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

### **5.1 Ontario Clean Water Agency re: 4th Quarter Reporting**

Adam McClure of Ontario Clean Water Agency presented the fourth quarter reporting for water and wastewater.

**Resolution 2021-03-23-02**

**Moved By** Councillor Winter

**Seconded By** Councillor Pridham

**THAT** the delegation from Ontario Clean Water Agency regarding fourth quarter reporting be received.

**CARRIED**

## **6. ACCEPTANCE OF MINUTES**

### **6.1 Regular Council - March 9, 2021**

**Resolution 2021-03-23-03**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** the March 9, 2021 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

### **6.2 Special Council - March 16, 2021**

**Resolution 2021-03-23-04**

**Moved By** Councillor Luna

**Seconded By** Councillor Pridham

**THAT** the March 16, 2021 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

## **7. CORRESPONDENCE**

### **7.1 Ministry of the Solicitor General re: Fire Safety Grant**

**Resolution 2021-03-23-05**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** the correspondence from the Minister of the Solicitor General regarding fire safety grant funding be received; and

**THAT** Council consider By-law 32-2021 authorizing the Mayor and the Clerk to enter into the associated agreement.

**CARRIED**

**8. STAFF REPORTS**

**8.1 Public Works**

**8.1.1 PW 25-2021 March Monthly Report (Public Works)**

Jed Kelly presented PW 25-2021 report.

**Resolution 2021-03-23-06**

**Moved By** Councillor Edney

**Seconded By** Councillor Luna

**THAT** PW 25-2021 March Monthly Report (Public Works) be received for information.

**CARRIED**

**8.1.2 PW 18-2021 Annual Water Summary Report**

Dave Blake presented PW 18-2021 report.

Councillor Craigmile moved motion 2021-03-23-07.

**Resolution 2021-03-23-07**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** Council directs staff to proceed with a program in 2021/22 to conduct lead testing of drinking water in at specific community points of interest owned and/or operated by the Town (fountains, community centre, Early Learning Centre, etc.) and;

**THAT** the program outline including locations, sampling procedure and costs be forwarded to Council in a future report prior to commencing the project.



Councillor Luna proposed an amendment to motion 2021-03-23-07 to include the three in-town schools for regular testing.

**Resolution 2021-03-23-08**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** resolution 2021-03-23-07 be amended to include testing at the three schools located within St. Marys.

**WITHDRAWN**

Council then considered the original motion.

**Resolution 2021-03-23-07**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** Council directs staff to proceed with a program in 2021/22 to conduct lead testing of drinking water in at specific community points of interest owned and/or operated by the Town (fountains, community centre, Early Learning Centre, etc.) and;

**THAT** the program outline including locations, sampling procedure and costs be forwarded to Council in a future report prior to commencing the project.

**THAT** the program outline including locations, sampling procedure and costs be forwarded to Council in a future report prior to commencing the project.

**CARRIED**

**Resolution 2021-03-23-09**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** Council receive report PW 18-2021, Annual Water Summary Report as information; and

**THAT** Council acknowledge receipt of the 2020 Annual Water Summary Report for the Town of St. Marys Water Supply and Distribution System.

**CARRIED**

**8.1.3 PW 19-2021 Annual Wastewater Summary Report**

Dave Blake presented PW 19-2021 report.

**Resolution 2021-03-23-10**

**Moved By** Councillor Luna

**Seconded By** Councillor Winter

**THAT** PW 19-2021, Annual Wastewater Summary Report be received for information.

**CARRIED**

**8.1.4 PW 20-2021 Drinking Water Quality Management System Update**

Dave Blake presented PW 20-2021 report.

**Resolution 2021-03-23-11**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** PW 20-2021, Drinking Water Quality Management System Update report be received for information.

**CARRIED**

**8.1.5 PW 21-2021 Sole Source Request for Water Tower Maintenance**

Dave Blake presented PW 21-2021 report.

**Resolution 2021-03-23-12**

**Moved By** Councillor Luna

**Seconded By** Councillor Craigmile

**THAT** PW 21-2021, Sole Source Request for Water Tower Maintenance Works report be received; and

**THAT** Council approves a sole source of recommended water tower upgrades work to Landmark Municipal Services as a continuation of the maintenance and inspection program completed on the water tower in 2020.

**CARRIED**

**8.1.6 PW 22-2021 Sole Source Sewage Pump Station Designs**

Dave Blake presented PW 22-2021 report.

**Resolution 2021-03-23-13**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** PW 22-2021, Sole Source Sewage Pump Station Designs report be received; and

**THAT** Council approves a sole source of this work to B.M. Ross and Associates Ltd. for a proposed cost of \$26,500.00; excluding HST and contingencies; and,

**THAT** Council approve a 10% contingency value to this project to be administered by staff as required.

**CARRIED**

**8.1.7 PW 23-2021 Biosolids Electrical and Control System Replacement**

Dave Blake presented PW 23-2021 report.

Councillor Edney departed the meeting at 6:59 pm.

**Resolution 2021-03-23-14**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** PW 23-2021, Biosolids Electrical and Control System Replacement report be received; and

**THAT** Council approves a sole source for the works to Alpha Laval Inc. as a result of propriety systems; and,

**THAT** Council authorize the unbudgeted amount of \$50,000.00, inclusive of HST and contingencies to be funded through wastewater reserves.

**CARRIED**

**8.1.8 PW 24-2021 Inflow and Infiltration Pilot Program**

Dave Blake presented PW 24-2021 report.

Councillor Edney returned to the meeting at 7:02 pm.

Councillor Edney departed the meeting at 7:12 pm.

Councillor Edney returned to the meeting at 7:25pm.

**Resolution 2021-03-23-15**

**Moved By** Councillor Hainer

**Seconded By** Councillor Pridham

**THAT** PW 24-2021, Inflow and Infiltration Pilot Program report be received; and

**THAT** Council approve the development of an eavestrough disconnection rebate program of \$50.00 per eligible downspout disconnection up to a maximum of \$200.00 per property for the 2021 pilot program; and,

**THAT** Council approve the development of a sump pump disconnection rebate program of up to \$350.00 per eligible disconnection for the 2021 pilot program; and,

**THAT** Council approve the development of a foundation drain disconnection rebate program of up to \$2,500.00 per eligible disconnection for the 2021 pilot program; and,

**THAT** Council allocate approximately \$75,000.00 of the program funding to the rebate program in 2021 to be administered on a first come, first served basis contingent on remaining program funds.

**CARRIED**

**8.1.9 PW 26-2021 James Street North Cost Sharing Agreement**

Jeff Wolfe presented PW 26-2021 report.

**Resolution 2021-03-23-16**

**Moved By** Councillor Edney

**Seconded By** Councillor Hainer

**THAT** PW 26-2021 James Street North Cost Sharing Agreement report be received; and

**THAT** Council consider By-Law 34-2021 and authorize the Mayor and Clerk to sign the associated agreement.

**CARRIED**

**8.2 Administration**

**8.2.1 ADMIN 12-2021 March Monthly Report (Administration)**

Brent Kittmer and Jenna McCartney presented ADMIN 12-2021 report.

**Resolution 2021-03-23-17**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** ADMIN 12-2021 March Monthly Report (Administration) be received for information.

**CARRIED**

**8.3 Building and Development Services**

**8.3.1 DEV 10-2021 March Monthly Report (Building & Development)**

Grant Brouwer presented DEV 10-2021 report.

**Resolution 2021-03-23-18**

**Moved By** Councillor Pridham

**Seconded By** Councillor Luna

**THAT** DEV 10-2021 March Monthly Report (Building & Development) be received for information.

**CARRIED**

**8.4 Community Services**

**8.4.1 DCS 10-2021 March Monthly Report (Community Services)**

Stephanie Ische presented DCS 10-2021 report.

**Resolution 2021-03-23-19**

**Moved By** Councillor Winter

**Seconded By** Councillor Craigmile

**THAT** DCS 10-2021 March Monthly Report (Community Services) be received for information.

**CARRIED**

**8.5 Corporate Services**

**8.5.1 COR 16-2021 March Monthly Report (Corporate Services)**

André Morin presented COR 16-2021 report.

**Resolution 2021-03-23-20**

**Moved By** Councillor Edney

**Seconded By** Councillor Hainer

**THAT** COR 16-2021 March Monthly Report (Corporate Services) be received for information.

**CARRIED**

**8.5.2 COR 17-2021 Finance Annual Reports**

André Morin presented COR 17-2021 report.

**Resolution 2021-03-23-21**

**Moved By** Councillor Hainer

**Seconded By** Councillor Winter

**THAT** COR 17-2021 Finance Annual Reports report be received for information.

**CARRIED**

**8.6 Fire and Emergency Services**

**8.6.1 FD 03-2021 March Monthly Report (Emergency Services)**

Chief Anderson presented FD 03-2021 report.

During Chief Anderson's report, there was connectivity issue.

Council moved on with reports until such time as Chief Anderson can return.

**8.7 Human Resources**

**8.7.1 HR 03-2021 March Monthly Report (Human Resources)**

Lisa Lawrence presented HR 03-2021 report.

**Resolution 2021-03-23-22**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** HR 03-2021 March Monthly Report (Human Resources) be received for information.

**CARRIED**

**8.6 Fire and Emergency Services**

**8.6.1 FD 03-2021 March Monthly Report (Emergency Services)**

Chief Anderson returned to finalize his report.

**Resolution 2021-03-23-23**

**Moved By** Councillor Winter

**Seconded By** Councillor Luna

**THAT** FD 03-2021 March Monthly Report (Emergency Services) be received for information.

**CARRIED**

**8.6.2 FD 04-2021 Fire Radio and Dispatch Services RFP**

Chief Anderson presented FD 04-2021 report.

**Resolution 2021-03-23-24**

**Moved By** Councillor Luna

**Seconded By** Councillor Hainer

**THAT** FD 04-2021 Fire Radio and Dispatch Services RFP report be received; and

**THAT** Council approves the Fire Dispatch RFP award to the Owen Sound Emergency Communications Centre; and

**THAT** Council consider By-law 33-2021 and authorize the Mayor and Clerk to execute the respective Fire Dispatch Service Agreement with Owen Sound Emergency Communications Centre.

**CARRIED**

**9. EMERGENT OR UNFINISHED BUSINESS**

None.

**10. NOTICES OF MOTION**

None.

**11. BY-LAWS**

**Resolution 2021-03-23-25**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** By-Laws 32-2021, 33-2021 and 34-2021 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 By-Law 32-2021 Agreement with the Minister of the Solicitor General**

**11.2 By-Law 33-2021 Agreement with Owen Sound Emergency Communications Centre**

**11.3 By-Law 34-2021 Amend By-law 111-2020, Agreement with Thames Crest Development Corp.**

**12. UPCOMING MEETINGS**

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

Council took a brief recess at 8:43 pm.

Mayor Strathdee called the meeting back to order at 8:52 pm.

**13. CLOSED SESSION**

**Resolution 2021-03-23-26**

**Moved By** Councillor Hainer

**Seconded By** Councillor Winter

**THAT** Council move into a session that is closed to the public at 8:52 pm as authorized under the *Municipal Act*, Section 239(2)(f) advise that is subject to solicitor-client privilege, including communications necessary for that purpose.

**CARRIED**

**13.1 Minutes CLOSED SESSION**

**13.2 LPAT 665 James Street North Case Management Update**

**14. RISE AND REPORT**

**Resolution 2021-03-23-27**

**Moved By** Councillor Winter

**Seconded By** Councillor Luna

**THAT** Council rise from a closed session at 9:20 pm.

**CARRIED**



Mayor Strathdee reported that a closed session was held with one item being discussed. There is nothing further to report at this time.

**15. CONFIRMATORY BY-LAW**

**Resolution 2021-03-23-28**

**Moved By** Councillor Luna

**Seconded By** Councillor Hainer

**THAT** By-Law 35-2021, being a by-law to confirm the proceedings of March 23, 2021 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**

**16. ADJOURNMENT**

**Resolution 2021-03-23-29**

**Moved By** Councillor Luna

**Seconded By** Councillor Hainer

**THAT** this regular meeting of Council adjourns at 9:21 pm.

**CARRIED**

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Al Strathdee, Mayor

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Jenna McCartney, Clerk

Subject: Request for Support for Delivering Community Power

Dear Municipal Leaders,

In 2016, the Canadian Union of Postal Workers, with a coalition of allies, launched Delivering Community Power – a visionary program for Canada Post to confront climate change, promote better access to expanded services, bring financial inclusion to unbanked and underbanked communities, and address other social inequalities – all by making the most of our existing public postal service network.

Today, while progress has been made on many of the initiatives in the vision, the situation has become more urgent. Effects of climate change are deadly and are affecting nearly every part of society all around the world. The COVID-19 pandemic has revealed the need for a more equal, more resilient society that prioritizes the health of our most vulnerable neighbours and loved ones, before profit. We are relying more than ever on the internet to connect people and to do our business, but rural residents are getting second-class service. The continuing decline of letters combined with a dramatic rise in parcels from e-commerce makes it plain to see: the postal service has to adapt to a new reality. This is a great opportunity to address multiple problems at once, with a valued public infrastructure that connects everyone in their own community.

Please consider proposing the attached resolution to have your municipality endorse the campaign for expanded services, financial viability, climate action, and – all through leveraging our public postal system. The time is now!

Thank you for your support!



## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Brent Kittmer, Chief Administrative Officer
<b>Date of Meeting:</b>	13 April 2021
<b>Subject:</b>	<b>ADMIN 13-2021 Emergency Management Program Year End for 2020</b>

### PURPOSE

This report summarizes the 2020 activities as they relate to the Town of St. Marys Emergency Management Program, along with the 2021 work plan.

### RECOMMENDATION

THAT ADMIN 13-2021 Emergency Management Program Year End for 2020 report be received for information.

### BACKGROUND

At the outset of the pandemic, the Town retained the services of the County of Perth to fulfil the role of Community Emergency Management Coordinator for the Town. This decision was made to allow the Director of Emergency Services / Fire Chief to focus on continuity of operations of the fire department during the pandemic. This retainer was made permanent during the Town's organizational review completed by KPMG.

As a part of his work, CEMC Todd McKone is required to ensure that the Town maintains compliance with provincial legislation. This is accomplished by developing a work plan that ensures that all provincial requirements are met.

In January 2021, the CAO participated in an annual review of the program – with suggestions pertaining to the upcoming year being incorporated into the 2021 work plan.

### REPORT

The attached report provides an overview of the 2020 activities and accomplishments of the program, along with the work plan for the upcoming 2021 year – including training, plan updates and education. With the ongoing COVID-19 pandemic, and given that St. Marys remains in a declared emergency, the goals of the 2021 program are to continue to respond to the evolving needs of the community and municipality caused by the pandemic, and to ensure that the program's core functions are delivered during the restrictions imposed by the pandemic.

### FINANCIAL IMPLICATIONS

None.

### SUMMARY

This report is being presented for information purposes.

As Council may be aware, CEMC Todd McKone tendered his resignation from the County of Perth and has accepted the position of Fire Chief / CEMC for the Town of Aylmer effective April 6. The County of Perth is actively recruiting to fill the existing vacancy and expects to have the role filled in the second quarter of 2021. During this period of transition, Director of Emergency Services / Fire Chief Richard Anderson will serve as the Town's CEMC for compliance purposes.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

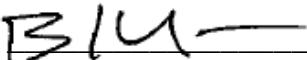
Former CEMC Todd McKone

## **ATTACHMENTS**

Emergency Management 2020 Year End Report

## **REVIEWED BY**

### **Recommended by the CAO**



Brent Kittmer

Chief Administrative Officer

# Perth County



## Emergency Management

### **2020 Year End Report**

**Todd McKone,  
Emergency Management Coordinator**

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## Executive Summary:

This report summarizes the Community Emergency Management Coordinator's 2020 activities as they relate to the four mandated components of the emergency management program under the Emergency Management Civil Protection Act;

- (1) The emergency plan;
- (2) Training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- (3) Public education on risks to public safety and on public preparedness for emergencies; and
- (4) Any other element required by the standards for emergency management programs set under section 14. 2002, c. 14, s. 4.) along with the response to the 2020 COVID-19 pandemic.

The Emergency Management Program is delivered by the County and serves both the County and four local municipalities on a shared service basis. Presently, the Perth County CEMC supports The Town of St. Marys as their primary CEMC on a “pay for use” basis.

## Core Business Services

The Emergency Management Program provides a comprehensive service to the community by preventing, mitigating, preparing for, responding to, and recovering from a major emergency.

Prevention	Mitigation	Preparedness	Response	Recovery
Actions taken to stop an emergency from occurring.	Actions taken to reduce the adverse impacts of an emergency disaster.	Actions taken prior to an emergency or disaster to ensure an effective response.	The provision of emergency services and public assistance or intervention during or immediately after an incident in order to protect people, property, the environment, the economy and/or services	The process of restoring a stricken community to a pre-disaster level of functioning.
<b>Key Activities:</b> <ul style="list-style-type: none"> <li>• Critical Infrastructure management</li> <li>• Legislative controls</li> <li>• Improve operating and standard procedures</li> </ul>	<b>Key Activities:</b> <ul style="list-style-type: none"> <li>• Containment measures</li> <li>• Design standard operation procedures (arena operations during COVID)</li> <li>• Regulatory measures</li> </ul>	<b>Key Activities:</b> <ul style="list-style-type: none"> <li>• Public education</li> <li>• Training Exercises for employees</li> <li>• Public warning systems</li> </ul>	<b>Key Activities:</b> <ul style="list-style-type: none"> <li>• Deployment of personnel, services or equipment</li> </ul>	<b>Key Activities:</b> <ul style="list-style-type: none"> <li>• Assessment of damages and needs</li> <li>• Provision of financial assistance</li> <li>• Building repair</li> <li>• Mental health issues</li> </ul>

While many of these services are delivered during regular business hours, some activities are provided on a “best effort” model, including evenings and weekends. The program goal is to make communities within the county more “Emergency Ready” and resilient through the following Emergency Management Program key functions:

- a) **Risk Monitoring** – Monitoring municipal COVID response and other risks (such as weather) while also being alert for other situations that “could” pose a risk to the communities within Perth County.
- b) **Notifications and Public Information** – Use email internally for staff, along with the ALERT READY SYSTEM, to promote citizen’s safety in the community. Additional alert measures are being explored by North Perth with the Voyent Alerting System on a trial basis. Perth County Emergency Management will monitor the effectiveness of the Voyent program and evaluate it for potential application throughout the entire county,



- c) **Gap Analysis** – Reviewing processes, procedures and protocols in training, with education and other services provided, along with making adjustments as required via member municipalities input.
- d) **Program Administration** – Develop, implement and maintain a centrally coordinated and comprehensive Emergency Management Program in compliance with the Emergency Management and Civil Protection Act which includes:
  - **Uniform Emergency Plans-** Develop, implement and maintain the County and Member’s Municipalities EMP.
  - **Critical Infrastructure-** Identify and maintain comprehensive C.I. directory for all municipalities.
  - **Hazardous Identification Risk Assessments-** Identify changing municipal hazards
  - **Public Education-** Promote community awareness
  - **Emergency Control Group Training-** Coordinate training exercises yearly for municipal staff and other stakeholders



- **Develop and Strategic Planning-** Design the Emergency Management Work Plan and manage the Emergency Management Operating Budget
  - **Develop Cloud-Base Emergency Management Platform** – Implement a cloud-based platform to better serve local municipalities by providing all documentation and resources in a centralized hub.
- e) **Emergency Response** – Provide support to Incident Commanders, Responders, Emergency Control Groups and Emergency Operations Centres as required (currently demonstrated through ongoing assistance with Huron Perth Public Health's (HPPH) Mass Vaccination Clinics).
- f) **On Call Response** – Monitor risks outside of normal business hours and holidays – including COVID-19 Vaccination Clinics.
- g) **Radio Interoperability** – Oversee Connect Plus Radio System and testing. Support with County wide Fire Radio Upgrades and assist in the RFP process as an evaluator.
- h) **Member Municipality Support** – Coach, support and educate municipal staff in developing the knowledge, skills and abilities to effectively support emergency management activities within their communities. Prepare reference documents to assist Emergency Control Group Members in the decision making process (I.e. Recovery Guide, Arena Ops as Evacuation Centres, setting up Vaccination Clinics, etc.).
- i) **Support to Partner and Other County/Municipalities** – Establish agreements and partnerships with all of Perth County. (i.e. Works Departments Mutual Aid Agreement) and maintain agreements for assistance with neighboring municipalities.

## COVID Pandemic Response-Declaration of Emergency

At the time of this year-end report, it has been one year since the COVID-19 pandemic was declared and the Perth County municipalities declared states of emergencies. While select local municipalities have since terminated their declared emergencies, other remains in an active state.

Since March 2020, the Emergency Control Group meetings continue and ongoing efforts to prepare for the 'Recovery Phase' are ongoing. The Emergency Management Program has contributed significant effort in the implementation and mobilization of the

Mass Vaccination Clinics, with HPPH as the lead organization. At the time of this report being written, the following clinics are those which the CEMC has assisted with:

1. Stratford, February 22<sup>th</sup>
2. North Perth, February 25<sup>th</sup>
3. St. Marys, March 5<sup>th</sup>
4. Perth East, March 12<sup>th</sup>
5. Upcoming in North Perth, March 18<sup>th</sup>
6. Upcoming in West Perth, March 25<sup>th</sup>

## **Notable Achievements for 2020**

- a) Engaged in Public School Education through the AMDSB.
- b) Provided assistance to municipalities through the COVID Pandemic in all Members Emergency Control Groups meetings.
- c) Administer and provided training to municipal partners in the Municipal 511 System.
- d) Tabletop Exercise on Emergency Shelter Operations for member Municipalities Recreation Managers during COVID with assistance from Canadian Red Cross and HPPH.
- e) Participated in several external Committee groups such as the Mass Immunization Committee and Municipal Memorandum of Understanding Partnership with all member municipalities and the Town of St. Marys for assistance.
- f) Assist member municipalities in the delivery of the COVID Vaccine and set up immunization clinics and oversee operations.
- g) Continued building audits of our emergency shelters with Canadian Red Cross and HPPH.
- h) Assist with Courthouse Safety Review.
- i) Proactive review of our 9-1-1 System, Fire Radio Communication Operations and the Connect Radio System
- j) Provide Primary CEMC services to The Town of St. Marys

## **2021 Objectives**

### **Training**

- a) Online exercises will be the standard method of delivering training for 2021.
- b) Basic Emergency Management Course (BEM) will be offered June 1<sup>st</sup> and 2<sup>nd</sup>, 9<sup>th</sup> and 10<sup>th</sup> 2021.

- c) Ammonia Awareness Training is being considered for facilities managers and their staff.
- d) IMS Course is available online to ECG members.
- e) Scribe Training for Member Municipality's ECG Members and Municipal Staff will be offered March 29<sup>th</sup> and 30<sup>th</sup> 2021.
- f) March 16<sup>th</sup> and 18<sup>th</sup> Municipal 511 Training
- g) Tabletop exercises will be administered as required to maintain antiquate staff training levels.

### Education

- a) Release of Educational Safety Video project early 2021.
- b) Continue to distribute COVID Safety Information from HPPH.
- c) Continue in classroom education when safe to do so.

### 2021 Work Plan – Forecasted Schedule:

<b>February</b>	Plan MEEG training and exercise strategy and dates. Plan Public Awareness and Education strategy. New Business. <i>Deliver Scribe Training- March 2021</i>
<b>May</b>	Review and update Emergency Response Plan and Appendices. Review Notification lists and procedures. New Business <i>Deliver Basic Emergency Management Training- June 2021</i>
<b>September</b>	Review Community Risk Profile (HIRA) and amend if required. Review Critical Infrastructure Identification and amend if required. New Business.
<b>October</b>	<i>Exercise and Additional MEEG Training if Required</i>
<b>December</b>	Review EOC location, layout, equipment and procedures. Confirm CEMC and Alternates Confirm Program Committee membership. Confirm Committee Chair for coming year. Review Program Status (sign all required forms and forward to your Field Officer) New Business.

### CAO Review

Perth County Emergency Management meets with all members CAO to review the program and identify any gaps. The 2020 program was reviewed and received positive feedback. One motion brought forward was in regards to the Emergency Management Plan and all other documentation. The "Big Red Binders" used in the past are bulky and hard to update, let alone the environment and accessibility issues.

It was decided at that time to move to a Cloud Based format for all Emergency Management Documents, which is the increasing normal method in Emergency Management document control. The County will move to provide this format over the next year. The next annual review of the program will take place between December 2021 and February 2022.

**Community Outreach**

The CEMC makes every opportunity to be available to groups and organizations for safety presentations, (such as the Accessibility Committee for Perth County). Anyone wishing to book a presentation can follow the instructions on the Perth County website page.

## FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Jenna McCartney, Clerk
<b>Date of Meeting:</b>	13 April 2021
<b>Subject:</b>	<b>ADMIN 15-2021 Court Security and Prisoner Transportation Program 2021</b>

### PURPOSE

To seek Council's approval to execute the 2021 Court Security and Prisoner Transportation program.

### RECOMMENDATION

**THAT** ADMIN 15-2021 Court Security and Prisoner Transportation Program 2021 report be received; and

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

**THAT** Council consider By-law 37-2021 authorizing the Mayor and the Clerk to execute the associated agreement.

### BACKGROUND

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

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

### REPORT

In September 2020, the Ministry of the Solicitor General hired an independent consultant to conduct a review of court security and prisoner transportation in Ontario, including the design of the CSPT Program. This review is part of the ministry's ongoing work to reduce court delays, leverage technology and improve public safety to build a more responsive and efficient justice system. Municipalities, police services and other justice sector partners were engaged during the review process. The ministry will be reviewing findings and recommendations in the final report which is expected soon. Please note that no changes were made to the 2021 CSPT Program as a result of the review.

For 2021, the Province will provide \$2,969.39 to the Town of St. Marys. Since the Town became an eligible recipient of these funds in 2018, it has seen a decrease of \$2,747.49.

Staff have already worked with Stratford Police Services prior to March 31, 2021 to ensure the reporting deadline was met regarding the 2020 program allocation.

## **FINANCIAL IMPLICATIONS**

\$2,969.39 for 2021 Court Security and Prisoner Transportation Program

## **SUMMARY**

The Province, through the Ministry of the Solicitor General, is seeking Council's approval of the 2021 Court Security and Prisoner Transportation program allocation of funds.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

None.

## **ATTACHMENTS**

2021 CSPT Transfer Payment Agreement

## **REVIEWED BY**

### **Recommended by the Department**



Jenna McCartney  
Clerk

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of January, 2021

**B E T W E E N :**

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

**(the “Province”)**

**- and -**

**Town of St. Marys**

**(the “Recipient”)**

### **BACKGROUND**

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2021;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2019 CSPT costs, as confirmed in the 2019 Annual Financial Report submitted by the Recipient;
- E. Funding is allocated based on the Recipient’s relative share of the total 2019 provincial CSPT cost.

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

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

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

### **2.0 CONFLICT OR INCONSISTENCY**

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

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

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

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

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



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

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

(c) the Funds are:

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

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

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

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

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

**- SIGNATURE PAGE FOLLOWS -**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Michelina Longo  
Title: Director, External Relations Branch  
Public Safety Division

**Town of St. Marys**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

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

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

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

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

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

Effective Date and ending on the following December 31; and

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

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

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

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

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

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

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

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

### **A3.0 TERM OF THE AGREEMENT**

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

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

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

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

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

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

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

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

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

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

#### **A6.0 CONFLICT OF INTEREST**

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

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

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

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

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

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

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

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

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

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

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



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

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

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

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

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

## **A8.0 COMMUNICATIONS REQUIREMENTS**

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

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

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

## **A9.0 INDEMNITY**

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

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

## **A10.0 INSURANCE**

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

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

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

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

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

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

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

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

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

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

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

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

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

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and



(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	<b>\$2,969.39</b>
<b>Expiry Date</b>	December 31, 2021
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b>  Ministry of the Solicitor General  Public Safety Division, External Relations Branch  Program Development Section</p> <p><b>Address:</b>  25 Grosvenor Street  Toronto ON M7A 2H3</p> <p><b>Attention:</b>  Fionne Yip, Community Safety Analyst</p> <p><b>Fax:</b>  416-314-3092</p> <p><b>Email:</b>  Fionne.Yip@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b>  Town of St. Marys</p> <p><b>Address:</b>  175 Queen Street East  P.O Box 998  St. Marys ON N4X 1B6</p> <p><b>Attention:</b>  Mr. Brent Kittmer  CAO/Clerk</p> <p><b>Email:</b>  bkittmer@town.stmarys.on.ca</p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2021.

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

**SCHEDULE “D”**  
**PAYMENT PLAN AND REPORTING SCHEDULES**

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The Funds in the amount of **\$2,969.39** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$ 742.35** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$ 742.35** will be paid to the Recipient, following the Province’s receipt and approval of the 2020 Annual Financial Report (due April 15, 2021). *Subsequent payments will not be released until the Province has received and approved the 2020 Annual Financial Report.*
- C. Third Instalment: **\$ 742.35** will be paid to the Recipient by the end of September 2021.
- D. Final instalment: **\$ 742.34** will be paid to the Recipient by the end of December 2021.
- E. The Recipient must submit the 2021 Annual Financial Report to the Province by April 15, 2022.

**SCHEDULE “E”  
COURT SECURITY AND PRISONER TRANSPORTATION  
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

## SCHEDULE "F"

### TEMPLATE FOR ANNUAL FINANCIAL REPORT

<b>REPORTING MUNICIPALITY: (please select from drop down list)</b>			
<b>CONTACT INFORMATION:</b>			
Salutation:	First Name:	Last Name:	Title:
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Tel:	Ext:	Fax:	E mail:
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Address:			
<input style="width: 100%;" type="text"/>			
City:		Postal Code:	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
<b>LOCAL POLICE SERVICE:</b>			
Name of Municipal or Regional Police Service or OPP Detachment:			
<input style="width: 100%;" type="text"/>			
<b>ANNUAL EXPENDITURE SUMMARY:</b>			
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).			
For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.			
Allocation:			<input style="width: 100%;" type="text"/>
<b>COURT SECURITY COSTS</b>			
a) Total gross annual court security costs:			<input style="width: 100%;" type="text"/>
b) Total annual payments provided to other municipalities for court security:			<input style="width: 100%;" type="text"/>
c) Total annual payments received from other municipalities for court security:			<input style="width: 100%;" type="text"/>
d) Total annual payments received from other funding sources for court security:			<input style="width: 100%;" type="text"/>
e) Total net annual court security costs (a + b - c - d):			\$0.00
<b>PRISONER TRANSPORTATION COSTS</b>			
f) Total gross annual prisoner transportation costs:			<input style="width: 100%;" type="text"/>
g) Total annual payments provided to other municipalities for prisoner transportation:			<input style="width: 100%;" type="text"/>
h) Total annual payments received from other municipalities for prisoner transportation:			<input style="width: 100%;" type="text"/>
i) Total annual payments received from other funding sources for prisoner transportation:			<input style="width: 100%;" type="text"/>
j) Total net annual prisoner transportation costs (f + g - h - i):			\$0.00
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):			\$0.00
Variance (Allocation - Total Net Annual Costs):			\$0.00
<b>SIGNATURE OF AUTHORIZED OFFICIAL:</b>			
<i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i>			
Title:	Print Name:		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Signature:			Date:
<input style="width: 100%;" type="text"/>			<input style="width: 100%;" type="text"/>



# FORMAL REPORT

**To:** Mayor Stratthdee and Members of Council

**Prepared by:** Ray Cousineau, Facilities Supervisor

**Date of Meeting:** 13 April 2021

**Subject:** **DEV11-2021 175 Queen Street East (Town Hall) Exterior Washroom Drain Project**

## PURPOSE

To request funds for the repairs of the Town Hall Exterior Washroom drains.

## RECOMMENDATION

**THAT** DEV 11-2021 175 Queen Street East (Town Hall) Exterior Washroom Drain Project report be received; and

**THAT** Council approves the Town Hall Exterior Washrooms Repairs Option 2 and authorize staff to proceed to procure the work by soliciting written quotes; and

**THAT** Council approves the project to be funded from the Facilities Reserve.

## BACKGROUND

Over the last year, the drains for the exterior public washroom at Town Hall have become an issue. The drains consistently get plugged. Staff have not been able to fix the issue on their own and have had to call in a firm to unclog the drains on a weekly basis. This disrupts service to residents as well as visitors to the Town who use these public washrooms.

Town staff originally believed that the issue was vandalism with the paper towel in the washrooms purposefully being flushed down the toilets to plug the drains. Staff removed the paper towel dispensers and installed forced air hand dryers with the belief that the issue would go away. The drains are still getting plugged even with the removal of the paper towel dispensers.

Staff brought in a firm to inspect the drain with a video camera to help confirm what was causing the issue. The video revealed that the drainpipe is an old cast iron pipe, the interior of which is pitted and uneven. This is catching material and restricting flow which eventually plugs the entire pipe. To add to the issue, the arrangement of the drainpipes makes the flow even more challenging as the existing drain exits back underneath Town Hall.

## REPORT

Town Staff explored three options to resolve the issue with the drain:

1. **Option 1** – Hire a contractor to reroute the existing sewer connection in courtyard and replace toilets with pressure assisted toilets to help move waste through existing cast pipe under office floor. Leave the remainder of the features of the washrooms as is.

**Cost of Option 1** - \$6,339.14 + HST



2. **Option 2** – Chip up bathroom floors and replace old drainage under floor of bathrooms. Replace both toilets with pressure assist toilets, replace both sinks, dig up and repair drain in courtyard. This option reflects leaving drainage in walls as is, otherwise we would need to remove wall tile and chip block.

**Cost Option 2** - \$23,687.03 + HST

3. **Option 3** - Repair sewer connection in courtyard and replace toilets with grinding toilets to help move waste through existing cast pipe under office floor. Leave the rest of the washrooms intact as is.

**Cost of Option 3** – was not explored as this option requires same amount of work as Option 1

## **FINANCIAL IMPLICATIONS**

Staff are recommending that Council proceed with Option 2:

Cost of Repairs quoted                      \$23, 687.03

Contingency Fund (10%)                      \$ 2,369.00

Total Cost of Repairs/Upgrades    \$26, 056.03

The funding for this unbudgeted project is recommended to come from the Facilities Reserve account.

## **SUMMARY**

Town staff belief Option 2 is the best option for the repairs. This will allow staff to fix a re-occurring issue and update the exterior washroom in one project, minimizing the disruption of Town services to the public.

Staff would like to complete the project by mid-May so that the public washrooms are available for visitors to the downtown. In order to save time, staff would like to move forward to procure the work by inviting three written quotes in place of the formal tender process that is required by the Town's Procurement Bylaw for a project of this size. Staff are recommending this approach because nature and intent of the competitive procurement process is still being maintained by seeking three written quotes.

## **STRATEGIC PLAN**

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

- Pillar #1 Infrastructure:
  - Outcome: Maintenance Prioritization
  - Tactic(s): Tactic(s): On a go forward basis, maintenance, acquisition and devolution of heritage assets will align with the municipality's long-term strategic position

## **OTHERS CONSULTED**

Cubberley Plumbing

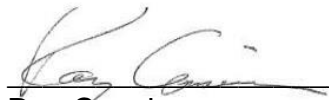
Jed Kelly, Director of Public Works

## **ATTACHMENTS**

None.

## REVIEWED BY

### Recommended by the Department

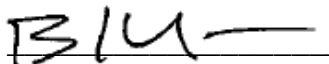


Ray Cousineau,  
Facilities Supervisor



Grant Brouwer  
Director of Building and Development

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer



## FORMAL REPORT

**To:** Mayor Stratthdee and Members of Council

**Prepared by:** Ray Cousineau, Facilities Supervisor

**Date of Meeting:** 13 April 2021

**Subject:** **DEV 12-2021 150 Cain St (Cemetery) Washroom Upgrades**

### PURPOSE

To request the allocation of more funds to complete the Cemetery Washroom Upgrades scheduled for the summer of 2020.

### RECOMMENDATION

**THAT** DEV 12-2021 150 Cain St (Cemetery) Washroom Upgrades report be received; and

**THAT** Council approves the reallocation of the \$5,400 surplus from the Cemetery Window Project to the Cemetery Washroom Upgrades; and

**THAT** Council approves an additional \$5,000 from the Facilities Reserve to be allocated to the Cemetery Washroom Upgrades.

### BACKGROUND

The Cemetery Washroom Upgrades were approved in the 2020 Capital Budget. The project's budget was set at \$10,000. Drawings were acquired for the work at a cost of \$500. This left a budget of \$9,500 for the construction phase of the project.

Pricing was acquired and the lowest bid was \$18,035 +HST.

It was decided at that time to postpone the work until funds were available to complete the project.

### REPORT

Staff would like to complete this project in the 2021 calendar year.

In the 2021 capital budget, Council approved a cemetery window project for \$10,000. This project was awarded for \$4,600 +HST. This created a savings of \$5,400.00.

Staff would like to allocate the remaining funds for the cemetery window project to the cemetery bathroom upgrades and ask Council to award additional funds to the washroom upgrade project to allow the project to be completed in 2021.

### FINANCIAL IMPLICATIONS

Cemetery Window Project surplus	\$ 5,400.00
Cemetery Bathroom Upgrade	\$10,000.00
Bathroom Drawings	<u>\$ -500.00</u>
Total Funds Available	\$14,900.00

Project Cost	\$18,100.00
Additional Funds Required	\$ 3,200.00
Contingency Fund (10%)	\$ 1,800.00
Total Additional Funds Required	\$ <u>5,000.00</u>

## SUMMARY

Town staff are requesting the additional funds of \$3,200.00 plus a 10% Contingency Fund of \$1,800.00 for a total of \$5,000.00 to complete the cemetery washroom upgrade project. The washroom would be opened to the public, during scheduled appointments and any interment services. The cleaning would be completed by Town staff.

## STRATEGIC PLAN

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

- Pillar #4 Culture & Recreation:
  - Outcome: A focused Parks Strategy
  - Tactic(s): Perform an initial assessment of necessary improvements (beautification, accessibility, etc.)
- Pillar #1 Infrastructure:
  - Outcome: Maintenance Prioritization
  - Tactic(s): Rethink use of assets to maximize their utility to the community.

## OTHERS CONSULTED


Jed Kelly, Director of Public Works

## ATTACHMENTS

Nil

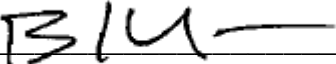
## REVIEWED BY

### Recommended by the Department

  
 Ray Cousineau  
 Facilities Supervisor

  
 Grant Brouwer  
 Director of Building & Development

### Recommended by the CAO

  
 Brent Kittmer  
 Chief Administrative Officer



## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Jenny Mikita, Senior Services Supervisor
<b>Date of Meeting:</b>	13 April 2021
<b>Subject:</b>	<b>DCS 13-2021 National Volunteer Week</b>

### PURPOSE

National volunteer week offers the opportunity to celebrate the vibrancy and impact of volunteerism in our community and across the entire country. This report presents to Council information on National Volunteer week in Canada and offers an outlet to formally recognize the contributions of volunteers in the Town of St. Marys.

### RECOMMENDATION

**THAT** DCS 13-2021 National Volunteer Week report be received; and

**THAT** Council proclaim the week of April 18th to April 24<sup>th</sup> as National Volunteer Week in the Town of St. Marys.

### BACKGROUND

The Town of St. Marys is fortunate to have great volunteers who strengthen the fabric of our community, making St. Marys a vibrant and booming, rich in heritage and full of service community. Every day community groups, volunteer associations and individuals give their time freely to make St. Marys a strong community. Recognizing the efforts of volunteers by proclaiming Volunteer Week validates the support the Town has for those that give of their time freely.

### REPORT

Each year during the month of April communities across Canada set aside one week to celebrate the contributions of volunteers in Canada. National Volunteer Week is a time to celebrate and thank those that give so much. On a local level, National Volunteer Week gives municipalities the opportunity to formally recognize the support of those who give their time willingly for the betterment of the community.

Volunteering is often seen as a selfless act; a person gives their time, skills, experience and passion to help others, without expecting anything in return. Volunteers give countless hours; raising thousands of dollars to support the needs of the community, they care and support the independence of the aging, provide counselling and support services to many, and they act as youth leaders, program facilitators and coaches, to name only a few.

April 18 - 24, 2021 is National Volunteer Week. This year's theme is: "The Value of One, the Power of Many". The 2021 theme reflects on the awe-inspiring acts of kindness by millions of individuals and the magic that happens when we work together towards common purposes. No truer statement can be made as we witness the efforts of volunteers in our community and across the world as we work together to support the needs of family, friends, neighbours and complete strangers during trying times.

We recognize the value of caring and compassion that each one has shown another, and we recognize the power of people, organizations and sectors working together for common goals.

The Strong As Stone campaign was recently implemented by the Town of St. Marys to recognize the efforts put forth by our community for our community. This program offers an exceptional outlet to pay tribute to The Value of One, The Power of Many.

**The value of one** person picking up groceries for another.

**The power of many** people creating better home support services.

**The value of one** person calling another to check in.

**The power of many** people working to prevent social isolation.

**The value of one**-person volunteering to deliver a meal.

**The power of many** people working to prevent food insecurity.

## **FINANCIAL IMPLICATIONS**

None

## **SUMMARY**

Every day, citizens of St. Marys voluntarily give their time and talents to various initiatives and organizations. They give their time freely and with no expectation of monetary rewards. By proclaiming April 18 – 24, 2021 as National Volunteer Week, St. Marys is paying tribute to the efforts put forth.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Volunteer Canada

## **ATTACHMENTS**

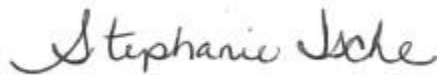
Volunteer Proclamation

## **REVIEWED BY**

### **Recommended by the Department**

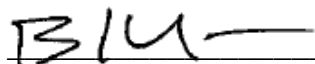


Jenny Mikita  
Senior Services Supervisor



Stephanie Ische  
Director of Community Services

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

## Mayoral Proclamation

WHEREAS, 12.7 million Canadian volunteers give their time to help others, contributing close to 2 billion volunteer hours per year; and

WHEREAS, volunteers in *St. Marys* mentor our children, feed our hungry, comfort our lonely, beautify our green spaces, and fundraise for our charitable organizations; and

WHEREAS, *St. Marys* volunteers are young, old, families, workers, retirees, men and women of all ages and backgrounds; and

WHEREAS, the collective result of the work done by our town's volunteers is so that *St. Marys* is a more desirable place to live; and

WHEREAS, volunteers *facilitate programs, mentor youth, provide support to seniors*; and support our local events; and

WHEREAS, organizations in *St. Marys* that rely on volunteers include such fundamental organizations as our *Local Festivals and Market, Minor Sports, Community Health Services and local hospital to name only a few*; and

WHEREAS, volunteers play a critical role in *the growth and sustainability of our community*;

NOW, THEREFORE, I, *Al Strathdee*, Mayor of the *Town of St. Marys*, do hereby proclaim April 18 to 24, 2021, as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.

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Al Strathdee, Mayor



# FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Corporate Services / Treasurer
<b>Date of Meeting:</b>	13 April 2021
<b>Subject:</b>	<b>COR 18-2021 Summer Activities for Milt Dunnell Field</b>

## PURPOSE

To inform Council of some updates regarding summer activities at Milt Dunnell Field (the Flats).

## RECOMMENDATION

THAT COR 18-2021 Summer Activities for Milt Dunnell Field report be received.

## BACKGROUND

In our municipality's strategic plan, Milt Dunnell Field is positioned as St. Marys' "Central Park". Staff are developing activities to better utilize the park and are working to develop a long-term plan. The up-coming season is a great opportunity to explore all that the park could offer including the St. Marys Farmers Market, engaging our waterway and making it a great spot to picnic.

## REPORT

### St. Marys Farmers Market

The St. Marys Farmers Market has unanimously voted to accept the Town's offer to re-locate to the Flats for the up-coming season. The hope is to make this location a permanent setting for the market. The Farmers Market begins their season as of the Victoria weekend in May and will run right through until Halloween. Following the end of the regular season they hope to offer a winter market once a month.

For the Market to move to the Flats there are some immediate changes that will need to be made by the Public Works department. This work involves expanding the parking area with more gravel and moving the large rocks to create more space for vendors to spread out.

### Yak Shack Project

Individuals with a valid driver's license will be able to borrow a key from the St. Marys Public Library to unlock a kayak and related equipment for recreational use on the Thames River. The rental is free, with the driver's license acting as insurance for safe return. The kayaks will be stored near the boat loading dock at Milt Dunnell Field for easy river access. We are seeking funds to construct the "Yak Shack" storage unit for four kayaks, plus signage, at the Flats. The kayaks are being donated by the community.

The Thames River has long been a popular spot for recreational watercraft but social gathering restrictions during the first summer of the pandemic increased its popularity exponentially. Kayaks can be difficult to store, transport to the river and are expensive, so this program gives residents the opportunity to try out a kayak, like borrowing a book, parks pass or fishing gear (all of which the St. Marys Library also offers).



The free availability and easy access of watercraft provides a unique recreation option for youth and adults, whether they be residents or visitors. In the heart of St. Marys, the "Rice Lake" portion of the Thames, plus the adjacent Trout Creek, are calm and shallow waters, suitable for many ages and abilities.

The impact of this project will be measured by borrowing statistics as well as social media posts. Signage on the 'Yak Shack' will include a unique QR code for individuals to learn more about the program to help determine interest.

The short-term outcome is that more individuals will be able to enjoy the outdoors safely via a new pastime. The booking process will include demographic and experience questions so we can track ages, locations and abilities of borrowers.

We also anticipate that those with their own craft will become safer on the water. The 'Yak Shack' launch event will include a water safety lesson open to the general public and be taught by professionals.

The overall increase in river use has given rise to the concept of programming on the river. In 2020 for example, entertaining watercraft races were a pop-up, community-led event and they were well received. With information obtained from the booking process, we will be able to better tailor programming to offer unique experiences for visitors and residents alike.

The St. Marys DCVI shop class has agreed to build the facility as a school project.

The St. Marys Building Centre will offer the materials at an advantageous price so we can maximize grant monies.

#### St. Marys Picnic Project

Public Works has committed to providing 16 of the Town's Picnic Tables for a community art project. We are calling it the St. Marys Picnic Project; people can sign up to get a picnic table and paint an art piece right on the table. The tables will then be placed in designated picnic areas both in the Flats and at Cadzow Park. Staff will create a sign that explains the art on each table and provide credit to the artist(s). We have applied for a grant through the Stratford Community Foundation to help fund the supplies needed for this project. Staff are exploring partnerships with local eateries to provide a picnic meal through-out the season as part of the project.

#### Trails

The Public Works department completed the trail / sidewalk from Emily St. to Milt Dunnell in 2020. This spring, the project to construct stairs from the Grand Trunk Trail to Emily Street will be tendered. This is an important project to ensure connectivity to the Park from the north ward of the Town and is an important project that will allow for the slumping earthen stairs to be abandoned.

The added benefit is that Jones St. parking lot can be reconfigured to enhance the parking needs and requirements in the downtown core. Jones St. will now be available 7 days a week for overnight parking. Furthermore, the south end of the parking lot can be expanded to an additional 12 – 14 parking spots.

### **FINANCIAL IMPLICATIONS**

Total upgrade costs are \$15,556

- External Costs of \$5,440 (Excavator and Packer)
- Internalized Costs of \$10,116 (Wages, Equipment Costs and Materials)

These costs can be absorbed within the Public Works operating budget due to the mild spring and redeploying the workforce. The Town also has access to recycled gravel from its stockpile.

The Grand Trunk Trail stairs are an approved 2021 Capital project with a forecasted cost of \$89,000. Community donations are being solicited for a small portion of this project, with \$5,000 already raised.

## SUMMARY

Staff are working to create programming for the Flats that will help to better utilize this community asset and support the strategic plan. These activities include establishing the Flats as a location for the St. Marys Farmers Market, offering free access to our waterways and establishing the Flats as a premiere spot to picnic, a plan that also supports our local eateries.

Public Works will be making minor changes to the ground at the Flats to accommodate the Farmers Market vendor area, parking and the area for the kayak Yak Shack. In addition, they will provide 16 picnic tables for the St. Marys Picnic Art Project as an economic development and tourism initiative.

## STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #4 Culture and Recreation:
    - Outcome: A Focused Parks Strategy
    - Tactic(s):
      - Perform an initial assessment of necessary improvements (beautification, accessibility, etc.).
      - Investigate Milt Dunnell Park in terms of capacity to host cultural events, such as festivals, “gathering on the green”, art exhibits, performances, etc.
      - Re-profile Milt Dunnell Park as “the Central Park” of St. Marys

## OTHERS CONSULTED

Jed Kelly, Director of Public Works

Jonathan Hahn, Public Works

Andrea Macko, Events Co-ordinator

St. Marys Farmers Market Manager and Board Members

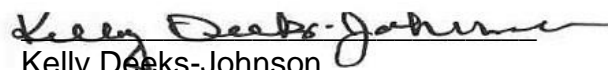
## ATTACHMENTS

None

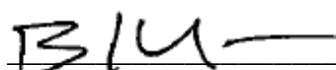
## REVIEWED BY

### Recommended by the Department

  
\_\_\_\_\_  
André Morin  
Director of Corporate Services

  
\_\_\_\_\_  
Kelly Deeks-Johnson  
Tourism and Economic Development Manager

### Recommended by the CAO

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



# FORMAL REPORT

**To:** Mayor Stratthdee and Members of Council

**Prepared by:** André Morin, Director of Corporate Services / Treasurer

**Date of Meeting:** 13 April 2021

**Subject:** **COR 19-2021 Provincial Gas Tax Agreement - 2021**

## PURPOSE

To provide Council with the details of the 2021 Provincial Gas Tax Agreement and receive the authority to execute the agreement.

## RECOMMENDATION

**THAT** COR 19-2021 Provincial Gas Tax Agreement - 2021 report be received; and

**THAT** Council confirm that the Town of St. Marys continues to be the host of transit joint service for the Town of St. Marys, Municipality of Perth South, Municipality of Zorra, and Municipality of Thames Centre; and

**THAT** Council consider By-law 36-2021 authorizing the Mayor and the Clerk to execute the Letter of Agreement for Provincial Gas Tax Funds for Public Transportation Program.

## BACKGROUND

The Town of St. Marys administers annual Provincial Gas Tax funding received on behalf of the Town of St. Marys, Municipality of Perth South, Municipality of Zorra, and Municipality of Thames Centre. Each Municipality provides annual operating funding to the St. Marys and Area Mobility Service; along with an \$80,000 operating transfer and \$1,762 for capital from the Provincial Gas Tax funding held by St. Marys.

2020 operating funds by Municipality;

Town of St. Marys	\$16,521
Municipality of Perth South	\$ 2,600
Municipality of Zorra	\$ 1,000
Municipality of Thames Centre	\$ 1,000

In 2020, the Town of St. Marys received \$163,485 from Provincial Gas Tax and at the end of 2020, the Provincial Gas Tax reserve fund has a balance of approximately \$232,000. The excess Provincial Gas Tax funds have been historically dedicated to mobility capital purchases.

## REPORT

Each year, the Province reviews and updates the gas tax program and provides each qualifying municipality with a revised funding agreement. For 2021, the Town of St. Marys will receive \$142,538. While this is a decline from the 2020 amount, it still is an increase from the historical grant level and is sufficient for the continued support of the St. Marys and Area Mobility Service.

## **FINANCIAL IMPLICATIONS**

The Provincial Gas Tax funding is kept in a separate bank account with the Town of St. Marys. The balance in that account is approximately \$232,000. In 2021, the Town is expected to provide St. Marys and Area Mobility Service \$80,000 for operating support. The remaining funds will be used for future capital purchases.

## **SUMMARY**

The Town of St. Marys will receive \$142,538 on behalf of St. Marys, Municipality of Perth South, Municipality of Zorra, and Municipality of Thames Centre from the Provincial Gas Tax program in support of mobility public transportation support.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**


Lauren Beer, Manager, St. Marys & Area Mobility Service

## **ATTACHMENTS**

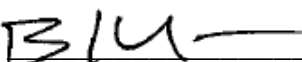
Letter of Agreement

## **REVIEWED BY**

### **Recommended by the Department**

  
\_\_\_\_\_  
André Morin  
Director of Corporate Services / Treasurer

### **Recommended by the CAO**

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

**Ministry of  
Transportation**

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
www.ontario.ca/transportation

**Ministère des  
Transports**

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
www.ontario.ca/transport



January 14, 2021

Mayor Al Strathdee  
Town of St. Marys  
175 Queen Street East, PO Box 998  
St. Marys ON N4X 1B6

Dear Mayor Strathdee:

**RE: Dedicated Gas Tax Funds for Public Transportation Program**

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This Letter of Agreement between the **Town of St. Marys** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2020-21 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$142,538** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$106,904**; and any remaining payment(s) will be provided thereafter.

.../3

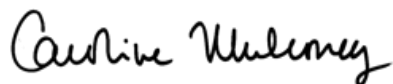
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2020-21 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print and secure the required signatures, and then deliver a fully signed pdf copy to the Ministry at the email account below. Subject to the province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account:

[MTO-PGT@ontario.ca](mailto:MTO-PGT@ontario.ca)

Sincerely,



Caroline Mulroney  
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

**Municipality**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print):  
Title (head of council or  
authorized delegate):

I have authority to bind the Municipality.

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

\_\_\_\_\_  
Name (print):  
Title (clerk or authorized delegate):

I have authority to bind the Municipality.



# FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Jeff Wolfe, Asset Management Specialist
<b>Date of Meeting:</b>	13 April 2021
<b>Subject:</b>	<b>PW 30-2021 Encroachment Agreement for 178 Ontario Street South, St. Marys (Logan)</b>

## PURPOSE

To provide information and to seek Council authorization for the Mayor and Clerk to enter into an encroachment agreement on behalf of the Town of St. Marys with Lynda Logan for lands described as Plan 235 Lots 26 and 27 E/S, and Salina St Lots 26 & 27 W/S in the Town of St. Marys, and having the municipal address of 178 Ontario Street South, St. Marys.

## RECOMMENDATION

**THAT** PW 30-2021 Encroachment Agreement for 178 Ontario Street South, St. Marys (Logan) report be received; and

**THAT** Council consider By-law 38-2021 for an encroachment agreement with the property owner and authorize the Mayor and Clerk to execute the associated agreement respecting 178 Ontario Street South, St. Marys.

## BACKGROUND

The Town required Westover Street to be reconstructed as part of the Westover Place subdivision works. As design work got underway for the project it became apparent that a stone retaining wall constructed at some point in the past by the owner of 178 Ontario Street S. encroached into the Town's Westover Street road allowance. Staff discussed with the landowner and agreed to allow the retaining wall to remain in the road allowance as the road was able to be reconstructed without it being removed, and the wall was important to the function of the parking lot and access to the side door of the house.

## REPORT

An encroachment agreement is required between the Town and a property owner for an existing stone retaining wall on Westover Street. Staff became aware of the retaining wall and determined that it could remain in place when reviewing design for the reconstruction of Westover Street in 2016. The property owner and staff would like to formally acknowledge the retaining wall encroachment with an agreement registered on title. A copy of the proposed encroachment agreement is provided as Attachment 1. The agreement clarifies that the property owner is the owner of the wall and responsible for maintenance of the wall in the future. The agreement is for a 20-year period but could be renewed at that time after discussion between the Town and the property owner. The encroachment agreement is a standard template that has been reviewed by Town counsel and is the same agreement used for all encroachments in Town.



## FINANCIAL IMPLICATIONS

The Town committed in 2016 to pay for the registration of the agreement on title. This is approximately \$550.

## SUMMARY

It is recommended that Council approve a by-law authorizing the Mayor and Clerk to sign the encroachment agreement with the owner of the subject property.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

Lynda Logan – owner of 178 Ontario Street South


## ATTACHMENTS

Attachment 1: Encroachment Agreement

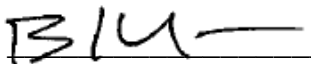
## REVIEWED BY

### Recommended by the Department

  
Jeff Wolfe  
Asset Management Specialist

  
Jed Kelly  
Director of Public Works

### Recommended by the CAO

  
Brent Kittmer  
Chief Administrative Officer

THIS AGREEMENT MADE THIS            DAY OF            , 2021.

B E T W E E N:

THE CORPORATION OF THE TOWN OF ST. MARYS  
Hereinafter called the "Town"

OF THE FIRST PART

-AND-

LYNDA MARJORIE LOGAN  
Hereinafter called the "Licensee"

OF THE SECOND PART

WHEREAS the Town is the owner of the street and road allowance known as WESTOVER STREET in the Town of St. Marys;

AND WHEREAS the Licensee is the registered owner of PLAN 235 LOTS 26 AND 27 E/S; SALINA ST LOTS 26 AND 27 W/S upon which is situated a building known municipally as civic number 178 Ontario Street South

AND WHEREAS the said Licensee inadvertently constructed or intends to construct a retaining wall onto Town owned land in front of his or her building, which structure now encroaches on to municipal property as shown on the sketch attached hereto as Schedule "A".

AND WHEREAS the Parties hereto deem it expedient to enter into an Agreement with respect to the said existing encroachments, to authorize them to continue upon the terms herein set out.

**NOW, THEREFORE** this Agreement witnesseth that in consideration of the permission granted by the Town to the Licensee, the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Licensee to the Town, the receipt of which is hereby acknowledged, and for other good and valuable consideration as set out herein, the parties agree and covenant as follows:

1. The Town hereby grants for a term of twenty (20) years from the date of execution of this agreement to the Licensee permission to construct a retaining wall 178 Ontario Street South onto the said municipal property, as shown on the sketches attached hereto as Schedule "A" in accordance with the terms herein set out.
2. The Licensee will always indemnify and keep indemnified the Town, its successors and assigns, from and against all actions, suits, claims and demands which may be brought against or made upon the Town and from all loss, costs, damages and expenses which may be paid, sustained or incurred by the Town in consequence of the privilege hereby granted, and the Licensee hereby grants to the Town and to the Council of The Corporation of the Town of St. Marys thereof, full power and authority to settle any such actions, suits, claims and demands on such terms as the Town may deem advisable and hereby covenants and agrees with the Town to pay to the Town on demand all moneys paid by the Town in pursuance of any such settlement, also such sums as shall represent the reasonable costs of the Town or its Solicitor in defending or settling any such action, suits, claims or demands and this Licence shall not be alleged as a defence by the Licensee in any action by any person for actual damage suffered by reason of the privilege hereby granted.
3. The Licensee shall obtain and maintain third party liability insurance for not less than \$2,000,000.00 per occurrence or such other amount as the Town in its sole discretion may determine and the Licensee shall provide the Town with adequate proof of insurance upon request by the Town.
4. The Licensee shall at all times keep and maintain the said encroachments clean and well kept to a standard acceptable to the Town, failing which the Licensee will at his or her own cost and expense, upon receiving notice from the Town, forthwith remove the said encroachments without compensation for such removal.
5. No alterations, extensions, expansions or improvements, other than those required to keep and maintain the said encroachment in a good state of repair shall be made unless and until such alterations, extensions, expansions or improvements are approved by the Town, such approval will not be unreasonably withheld by the Town.
6. The privilege herein granted to the Licensee for the said encroachments may continue until such time as the said encroachments are for any reason removed or cease to exist or removal thereof is requested by the Town and the encroachments may not be replaced in whole or in part without prior approval of the Town, except as herein expressly provided.
7. Where the Town deems it necessary that the said encroachments be removed, the Licensee shall, at their own expense and upon receipt of written notice from the Town, remove the said encroachments within thirty (30) days of receipt of the said notice.

8. If the Licensee do not remove the said encroachments, the Town may proceed forthwith to remove same at the expense of the Licensee and the certificate of the Manager of Public Works shall be final as to the cost of such work, and the Town may recover the same from the said Licensee in a like manner as municipal taxes, or in any other manner or process *The Municipal Act, 2001*, as it may be amended, and any successor legislation thereto. ,
9. It is mutually agreed that if the Licensee shall default in any payment when due, or if the Licensee shall be in default of the requirements of this agreement or in default in performing any of its obligations under this agreement, the Town may forward notice in writing of such default to the Licensee and the failure of the Licensee to rectify such default to the satisfaction of the Town within 10 calendar days after the receipt as defined herein of such notice shall, at the option of the Town, result in termination of this agreement and shall give the Town the right at its option to treat this agreement as cancelled and terminated, except that the Licensee shall continue to keep indemnified the Town and to maintain third party liability insurance as provided for in Paragraph 3 and 4 herein and the rights of the Licensee hereunder shall immediately cease and expire as fully and with like effect as if the entire term herein provided for had expired and the Licensee shall remove its encroachment from the lands owned by the Town.
10. Any notice to be given pursuant to this agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, in the case of:

The City:           The Corporation of the Town of St. Marys  
                           175 Queen St. E P.O. Box 998  
                           ST. MARYS ON N5X 1B6  
                           Attention: Town Clerk

The Licensee:   Lynda Logan  
                           178 Ontario Street South  
                           PO Box 640 Stn Main  
                           St. Marys ON N4X 1B4

11. It is understood and agreed between the Parties hereto that the covenants, provisions and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Licensee and the Town respectively. By executing this Agreement, the parties authorize the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
12. The Licensee acknowledges:
  - a) That it has had an adequate opportunity to read and consider this Agreement and to obtain such legal and other advice as it considers advisable;
  - b) That it understands this Agreement and the consequences of signing same; and
  - c) That it is signing this Agreement voluntarily, without coercion and without reliance on any representation, expressed or implied by the Town.

IN WITNESS WHEREOF the Town has affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Licensee has hereunto set his or her hand and seal.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE TOWN OF
	)	ST. MARYS
In the Presence of	)	
	)	
	)	_____ Mayor – AL STRATHDEE
	)	
	)	_____ Clerk – JENNA MCCARTNEY
	)	
	)	
_____ Witness -	)	_____ Name -
	)	
_____ Witness -	)	_____ Name -

PLAN OF SURVEY  
OF  
SOUTH LIMIT OF LOT 27  
WEST OF ONTARIO STREET  
AND  
SOUTH LIMIT OF LOT 27  
EAST OF SALINA STREET  
REGISTERED PLAN NO. 235  
IN THE  
TOWN OF ST. MARYS  
COUNTY OF PERTH

SCALE 1:400  
0 2 4 6 8 16 24 METRES

MTE OLS LTD.  
ONTARIO LAND SURVEYORS

LEGEND:

- DENOTES PLANTED MONUMENT
- DENOTES FOUND MONUMENT
- DENOTES STANDARD IRON BAR
- MEAS DENOTES MEASURED
- CALC DENOTES CALCULATED
- MTE DENOTES MTE OLS LTD.
- ACL DENOTES ANSLEY CLARKE LTD.
- 1245 DENOTES MCNEIL SURVEYING LIMITED.
- RW DENOTES STONE RETAINING WALL
- CB DENOTES CATCH BASIN
- GM DENOTES GAS METER
- HM DENOTES HYDRO METER
- OH DENOTES OVERHEAD WIRE
- CO DENOTES CONCRETE
- P1 DENOTES PLAN 44M-60
- P2 DENOTES PLAN 44R-4736
- P3 DENOTES PLAN 44R-4658
- P4 DENOTES PLAN 44R-4586

SURVEYOR'S CERTIFICATE:

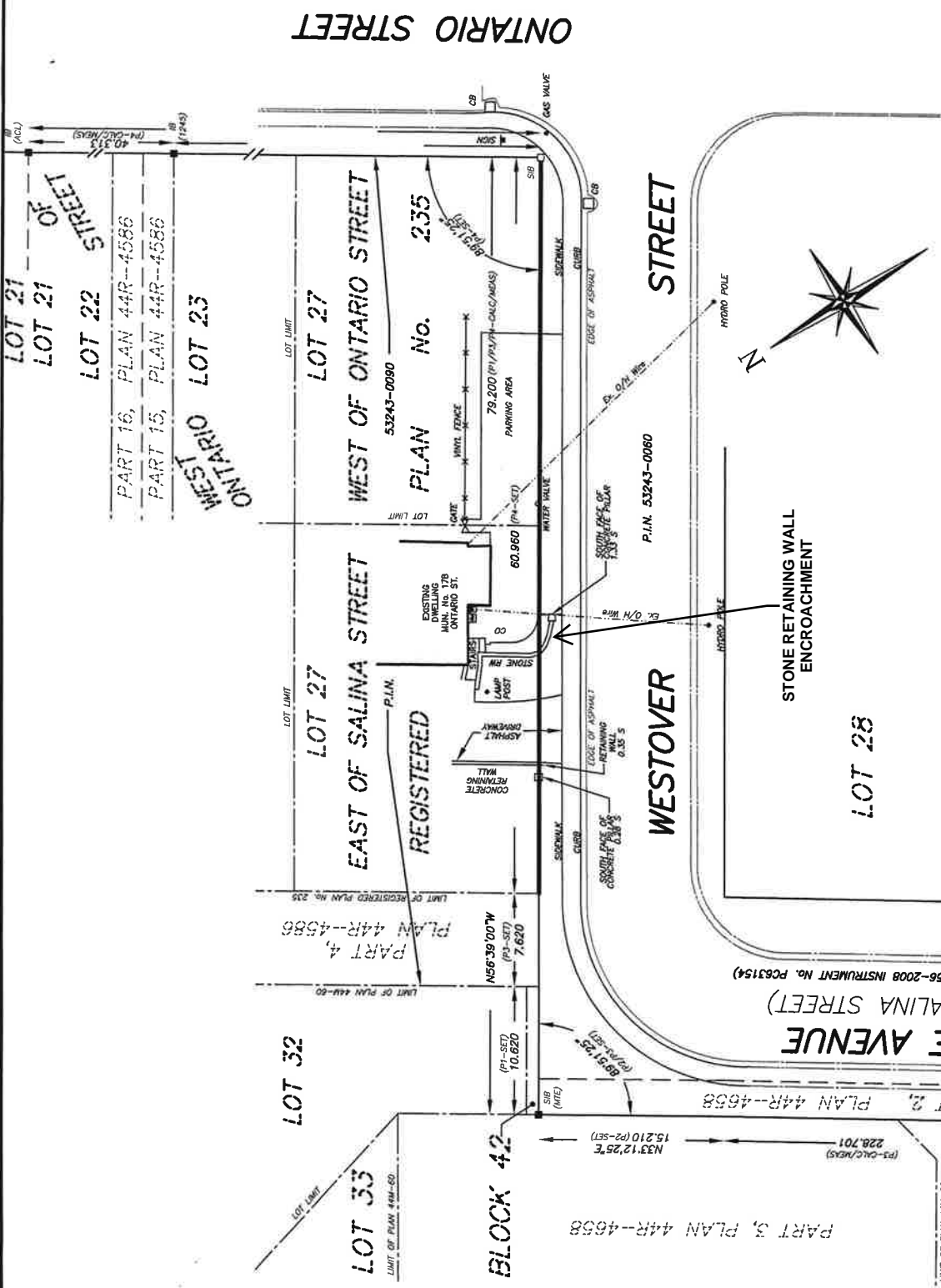
- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
  - THE SURVEY WAS COMPLETED ON THE 7TH DAY OF AUGUST, 2019.

SEPTEMBER 16 2019  
DATE  
PETER G. MORETON  
ONTARIO LAND SURVEYOR



ONTARIO LAND SURVEYORS  
365 HOME STREET  
STRATFORD, ONTARIO, N5A 2A5  
TEL: (519) 271-7952 FAX: (519) 271-3545

Cad File: P:\45412\100\45412-101-SK3.DWG  
COGO : 45412-100-UTMGROUND.ASC  
File No : 45412-100-SK3 (M)  
Drawn By : K.M./ C. PERKS Checked By : P. MORETON



ASSOCIATION OF ONTARIO  
LAND SURVEYORS  
PLAN SUBMISSION FORM  
2090804



THIS PLAN IS NOT VALID  
UNLESS IT IS AN EMBOSSED  
ORIGINAL COPY  
ISSUED BY THE SURVEYOR  
In accordance with  
Regulation 1026, Section 29(3)

METRIC:

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

NOTES:

- BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS USING THE CAN-NET NETWORK AND ARE REFERRED TO UTM ZONE 17, NAD83 (CSRS V6) EPOCH 2010.00.
- DISTANCES ON THIS PLAN ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999547930.



# 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>	13 April 2021
<b>Subject:</b>	<b>PW 32-2021 Lystek Management Contract Renewal</b>

## PURPOSE

This report presents information to Council regarding execution of a renewal Agreement between Lystek International Inc. (Lystek) and the Town of St. Marys regarding biosolids handling, marketing and management for materials generated from the Town's Water Pollution Control Plant.

## RECOMMENDATION

**THAT** report PW 32-2021 Lystek Management Contract Renewal be received; and

**THAT** Council consider By-Law 39-2021 authorizing the Mayor and the Clerk to sign the biosolids management and handling renewal amending agreement with Lystek International Inc.

## BACKGROUND

In circa 2006, the Town commissioned a pilot study with Lystek, GHD (formerly CRA) and the University of Western Ontario at the St. Marys Water Pollution Control Plant (the "WPCP"). Based on the results of the pilot study, the Lystek process was implemented at the WPCP and was commissioned in circa 2009.

The process allows the Town to produce a pathogen free, nutrient rich fertilizer that is registered as a fertilizer by the Canadian Food Inspection Agency (CFIA). In 2016, the Town and Lystek entered into a marketing and management agreement for materials produced at the St. Marys WPCP for a five (5) year term with the option for additional renewal terms.

This report provides information related to consider executing a renewal clause within the existing agreement for an additional five (5) year term.

## REPORT

In August 2016, the Town entered into an agreement with Lystek International Inc related to biosolids marketing and management. The agreement established a clear, cooperative and mutually beneficial business relationship for marketing and for arranging application of the material. The agreement also provided the Town with flexibility with regards to storage, movement and application of material and allows the Town to move material freely at all times of the year, reducing on-site storage limitations.

A renewal agreement would enable the Town to continue to have convenient, flexible biosolids marketing and management solutions available to facility operators to ensure that biosolids storage does not become a concern at the WPCP and that the WPCP can be operated to its maximum efficiency.

## FINANCIAL IMPLICATIONS

Execution of the renewal condition within the Agreement would continue to see the Town effectively manage and control biosolids management costs at the WPCP. Since its inception, the Agreement has resulted in significant savings for the Town and will continue to do so throughout the term of the Agreement. Based on recent biosolids production rates, it is estimated that the Agreement renewal would result in annual biosolids handling costs of between \$20,000 and \$26,000 annually based on production rates.

### Profit Sharing:

As the Lystek process continues to expand in regard to locations and acceptance, the demand for material continues to grow as well. With an increase in demand, market value is also anticipated to continue to grow throughout the renewal term. As part of the Agreement, the Town and Lystek would continue to agree to profit sharing for material generated from the St. Marys WPCP.

The Town would continue to see a 50/50 profit sharing for any revenue generated from the sale of material that exceeds \$6.00/cubic metre.

## SUMMARY

Based on the information detailed within this report, staff recommend that Council approve By-Law 39-2021 authorizing a renewal Agreement between the Town of St. Marys and Lystek for the management, marketing and application of biosolids produced at the WPCP. The execution of the renewal Agreement would continue to provide the Town and our Operating Authority significant flexibility related to onsite material storage, as well as loading events while continuing to control costs and work towards developing an additional revenue stream for the Town.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

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

Adam McClure, Operations Manager - Ontario Clean Water Agency

## ATTACHMENTS

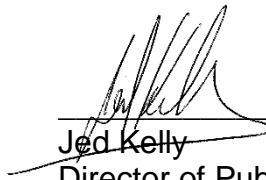
Attachment No. 1 – Renewal Agreement

## REVIEWED BY

### Recommended by the Department

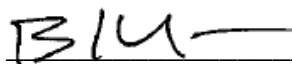


Dave Blake, C.E.T.  
Environmental Services Supervisor



Jed Kelly  
Director of Public Works

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer

## Amendment 1

### Marketing and Application Coordination Agreement between Lystek International Corp. and the Corporation of the Town of St. Marys


In reference to the agreement, titled MARKETING AND APPLICATION COORDINATION AGREEMENT, dated the 12<sup>th</sup> day of August 2016 (the "**Effective Date**") between Lystek International Corp., a corporation existing under the laws of the Province of Ontario, (the "**Company**"), and the Corporation of the Town of St. Marys, a Municipal corporation established under the laws of Ontario (the "**Customer**") is hereby amended as follows:

1. In reference to Article 10 (Term of Agreement), both parties are in mutual agreement to extend the MARKETING AND APPLICATION COORDINATION AGREEMENT for the five (5) year Renewal Term as outlined in the original contract. Both parties are satisfied with the existing terms, and therefore are in concurrence to continue the terms of the existing contract for the five (5) year Renewal Term. This Renewal Term is binding for the parties for a period of five (5) years from the date of signature on this amendment.

The undersigned agree that the terms of this amendment are made effective as of the 12<sup>th</sup> day of August, 2021.

Authorized representatives of the parties have executed this Amendment.

#### Lystek International Corp.

Per:   
Name: Mike Beswick  
Title: Executive Vice President  
Date of Signature: March 12<sup>th</sup> 2021

I have authority to bind the Corporation.

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

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Board of Directors Meeting Highlights  
Held on March 18, 2021 at 8:30 AM  
as a Virtual Meeting**



### **Blue Box Regulations**

We wanted to share an update on the Blue Box Regulation with you.

The draft Blue Box regulation was not approved by Cabinet recently. We have spoken to Minister Yurek's office, and their response was this was due to stakeholder relations issues.

This is a very disappointing development, as the time needed for planning the 3-year transition is very critical. Also, there is the prospect of key provisions on diversion targets and reporting and oversight requirements being amended in a negative way due to last-minute lobbying by producers.

It's very unusual for a draft regulation before Cabinet to not be approved, typically at this stage all the internal approvals have been obtained within the government. We have asked the Premier's office for more explanation, and also discussed this with some producer associations, who have no further intelligence.

We have since heard that the Regulation is delayed due to advocacy at the 11th hour from some producer groups to the political offices. We are also hearing about other opposition groups forming.

We are working to better understand what the concerns are from the province. We have reiterated the economic and environmental benefits as well as the reduced financial burden to municipal governments. Also that there has already been over two years of coordinated consultation between producers + municipalities (and others) on this file. Finally, that any further delay is likely to impact the transition schedule.

We are working closely with other organizations who want to ensure this moves forward. We will follow up with you once we have additional information on next steps.

Happy to discuss with you further. We're looking at this as yet another bump in the road on the way to getting this program transitioned. Keep the faith and this too shall pass!

### **Request for Expressions of Interest for Blue Box Services**

Meanwhile, the Retail Council of Canada (RCC), Food, Health and Consumer Products of Canada (FHCP) and the Canadian Beverage Association (CBA) issued a Request for Expressions of Interest (REOI) to seek information about potential service providers and their capabilities to provide blue box compliance, collection and post-collection services on behalf of producers.

It is expected Ontario will promulgate a Blue Box Regulation under the Resource Recovery and Circular Economy Act 2016 in March of 2021. This regulation would require producers to arrange a common collection system (CCS) for delivery of residential recycling in Ontario and to collect and manage blue box materials to meet management targets and service standards.

This REOI is to identify service providers that could provide a range of compliance services related to the management of blue box materials under a producer responsibility regulation.



## **Waste Management Workers Eligible for Group 2 COVID-19 Vaccinations**

Following advocacy efforts by OWMA and its members, Waste Management workers are now included in Group 2, among the other 1.4 million essential workers who cannot work from home.

Is expected that these workers will receive doses in June 2021. All workers in Group 2 will receive doses in parallel.

During Phase Two, groups that will receive the vaccine including

- Older adults between ages 60-79;
- Individuals with specific health conditions and some primary caregivers;
- People who live and work in congregate settings;
- People who live in hot spots with high rates of death, hospitalizations and transmission; and
- Certain workers who cannot work from home, including waste management workers, energy, transportation and manufacturing workers.

We realize OWMA members have questions about how workers verify eligibility or make appointments. More information will be provided when available. The provincial government will also launch an online booking system and provincial customer service desk to support inquiries and appointment bookings at mass immunization clinics on March 15th. More information on Ontario Group 2 Vaccinations is [here](#).

## **Safety Alert**

Our waste industry employees operate in a number of challenging conditions, and every tragic incident reminds us that there are always opportunities to attempt to make it a safer industry for employees and members of the general public alike.

Unfortunately, accidents do continue to occur.

On February 18th in Kitchener, a woman in her 70's died after sustaining fatal injuries following being hit by a private sector recycling truck. The truck was driving west and made a left turn when it struck a her. While this is the first solid waste-related fatality that we have recorded in Ontario and Canada in 2021, it does not change the fact that we must ensure that our teams have access to the necessary training and that they understand the importance of adhering to our policies and procedures, whose main goal is to eliminate injuries and fatalities while providing excellent customer service. With collection services being the most visible service in our industry, it is imperative that we continue to raise health and safety awareness of our staff and the public we serve.

Please keep this family and individuals involved in this situation, in your thoughts.

## **Conference Board of Canada Study Finds Ontario's Waste Sector Directly Employs Over 17,300 Workers**

According to a recent report by the Conference Board of Canada, Ontario's waste management sector directly employs 17,393 workers and generates \$2.79 billion in gross domestic product (GDP) and \$570 million in tax revenues. In addition to these direct impacts, the sector purchased a wide variety of goods and services from firms in other industries across Ontario. This supply-chain impact is \$815 million in GDP and 9,543 jobs. The waste sector's total economic footprint amounts to \$4.23 billion in GDP and 33,327 jobs across Ontario.

## Waste Reduction Week 2021

This October we celebrate Waste Reduction Week in Canada's 20th anniversary! Throughout 2021 we will look back and commemorate our collective efforts to protect and sustain our shared environment through evolution and innovation in waste reduction.

Canadians are eager to learn, and endless opportunities lie ahead. How can individual Canadians advance the circular economy through purchasing power? How will businesses adopt circular business models? What are governments doing to drive circular economic outcomes?

The 2021 campaign will engage and empower like never before. We cannot wait to get started, and look forward to sharing this meaningful milestone with you.



Every third week of October since 2001 Waste Reduction Week in Canada has brought together individuals, businesses, and government to take action and celebrate successes we achieve during the year.

Given the growing interest in circular economy, waste reduction, and resource efficiency, we are launching Waste Reduction Weekly to engage Canadians on the issues year-round and create additional touchpoints.

Through Waste Reduction Weekly we will share news, and promote organizations, governments, and individuals that are making a difference.

Waste Reduction Weekly will formally engage Canadians on the program's themes year-round and create additional opportunities to take action:

Facts and stats, waste reduction tips, champion profiles, and opportunities shared on social media

- New program resources
- Blog articles on advancements related to our seven themes
- Newsletters sharing new resources, case studies, program updates, and promoting local events
- Ongoing promotion of events and activities.

Register your event at [wrwcanada.com/events](http://wrwcanada.com/events)

We look forward to championing individual and collective environmental efforts and achievements year-round. If you have an idea for a Waste Reduction Weekly story or spotlight let us know via email or through social media.

## Petawawa Converting Food Waste Into Clean Energy with Support From the Government of Canada

According to an announcement by Environment and Climate Change Canada, the Town of Petawawa will upgrade its digesters to divert food waste from landfills by turning it into clean energy, with \$2.7 million in federal funding. The Town is also contributing \$2.7 million, and the total funding will increase the production of biogas and help process more organic waste to generate electricity and supply energy to the plant. Over the lifetime of this project, the Town will see a cumulative reduction

of about 300,000 tonnes of greenhouse gas emissions. It will also divert 280,000 tonnes of food waste from landfill over the next 10 years.

### **Dennis Eagle enters US waste truck market**

According to the company, its trucks' purpose-built design offers operators greater safety and efficiency enhancements.

Dennis Eagle Inc., with headquarters in Summerville, South Carolina, has announced it is entering the U.S. refuse truck market. Dennis Eagle, which is part of the U.K.-based Terberg RosRoca Group, is a manufacturer of refuse truck chassis and bodies.

The company will manufacture its ProView chassis out of its Summerville production facility. According to the company, its trucks offer operators greater safety and efficiency enhancements.

Dennis Eagle says its trucks feature a low-entry, walk-through cab that can comfortably seat a driver and "three-crew." Additionally, the cab is designed with enhanced visibility to provide the driver with as much direct vision as possible to better see other drivers and obstacles around the vehicle.

"Technology and design have made such an impact in waste management that there is now a gap in the market for a specialist truck, designed and built for vocational use, and we are filling that gap," Dennis Eagle Inc. President Ian Handley says. "This is an American truck. It is specifically designed for American operators. It's made in America, and it uses American components. We have been trialing the vehicle for four years and are confident it will be a huge success.

"It's big on safety and big on efficiency, and we expect it to make a major impact on the vocational market in general and waste management operations in particular here in North America," Handley continues. "We've set up a network of established dealers to cover the whole of North America."

According to the company, its first all-electric refuse truck is already in production, and units were delivered to the first U.K. customers this past fall.



## Abbotsford bylaw looks at raising household garbage-collection fee by \$50 over two years

Abbotsford city council has given three readings to a bylaw that would see a \$50 increase over two years in the base fee that property owners pay for garbage and recycling services.

The new Solid Waste Management Bylaw would see the annual base fee rise from \$220 to \$245 this year and to \$270 in 2022.

This is for a household using the base service level of three 240-litre carts – one each for recycling, compostables and garbage – under the city's new waste program that starts April 19.

Property owners using more or less than the basic level will have their fee adjusted accordingly.

For example, a household using a 120-litre garbage cart will pay \$230 for 2021 and \$255 next year. A property owner using a 360-litre garbage cart will pay \$300 and then \$325.

Anna Mathewson, director of environmental services, told council at its meeting on Monday (March 8) that the fee for waste management in Abbotsford has stayed the same since 2012, but the cost of the program has increased 22 per cent since then.

She said the base service fee is expected to apply to about 90 per cent of Abbotsford households.

The bylaw will come back before council for final approval at a later date.

Council approved changes to its curbside collection program in 2019 to see new fully automated trucks used to pick up residents' trash, recycling and compost.

The city announced last fall that new wheeled carts would be provided at the beginning of February 2021, with the program starting April 19.

Under the new program, compostables will be collected every week, while trash and recyclables will be collected every other week, on alternating weeks.

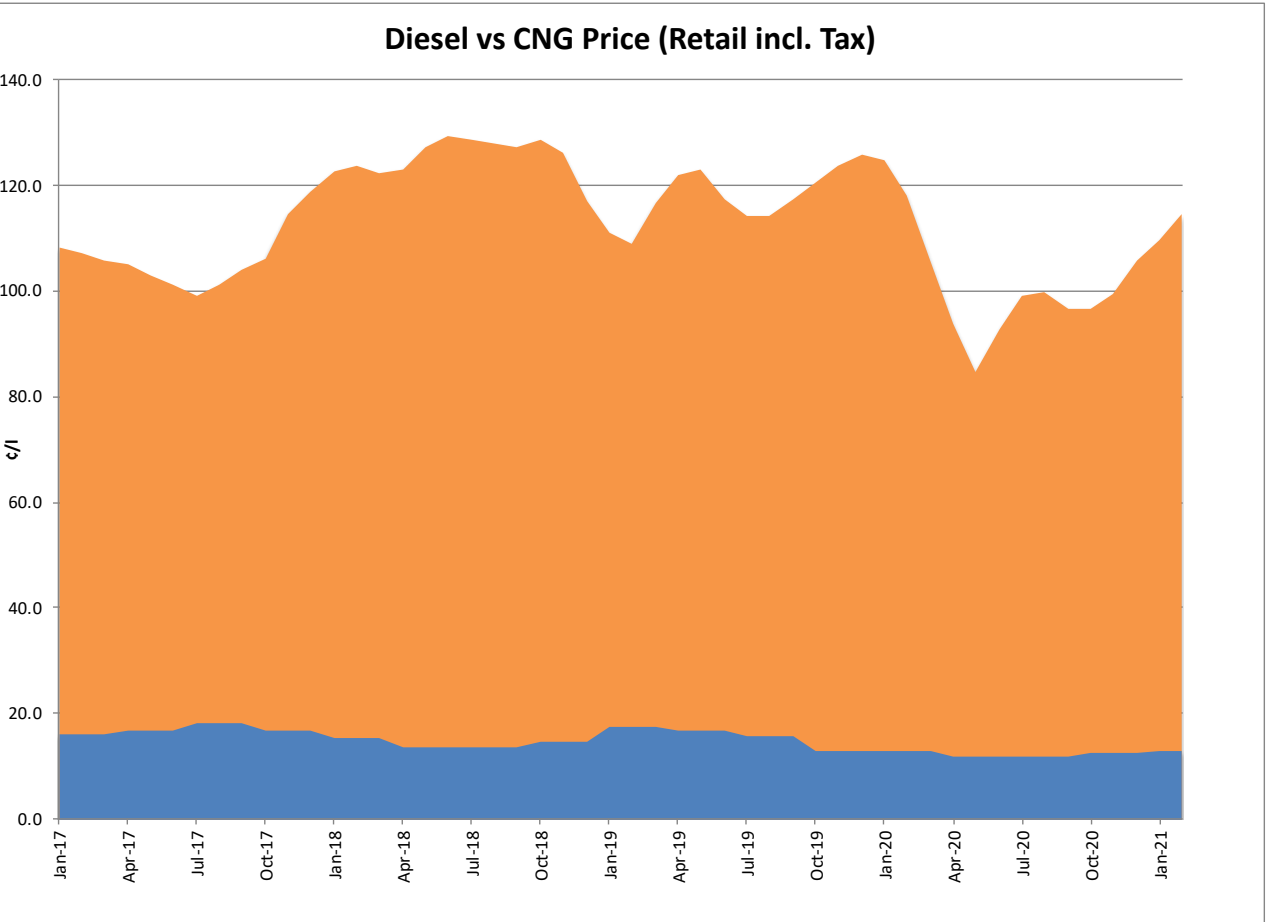
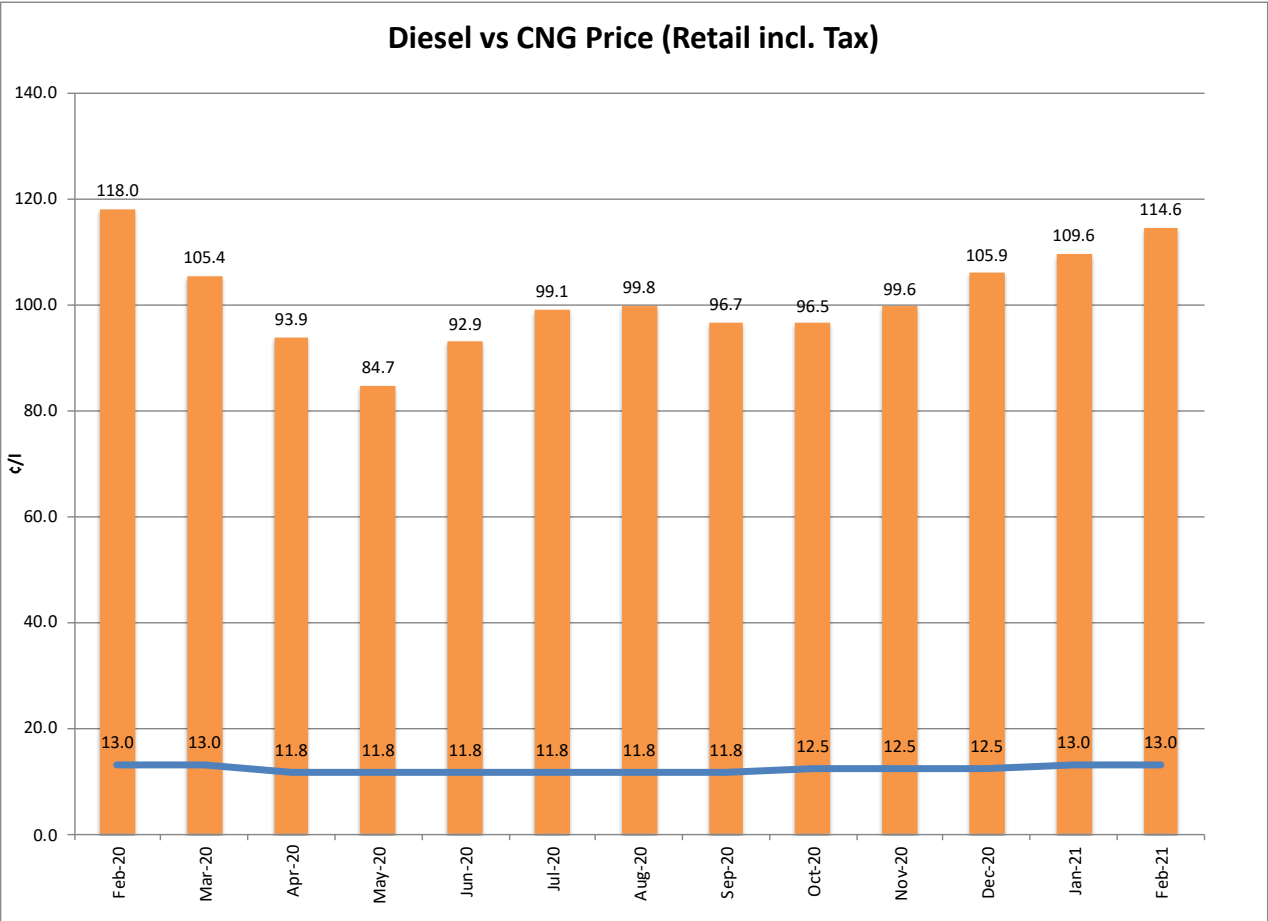
The delivered carts will be used for 90 days, after which residents can ask to upsize or downsize their carts or add a second compostable cart.

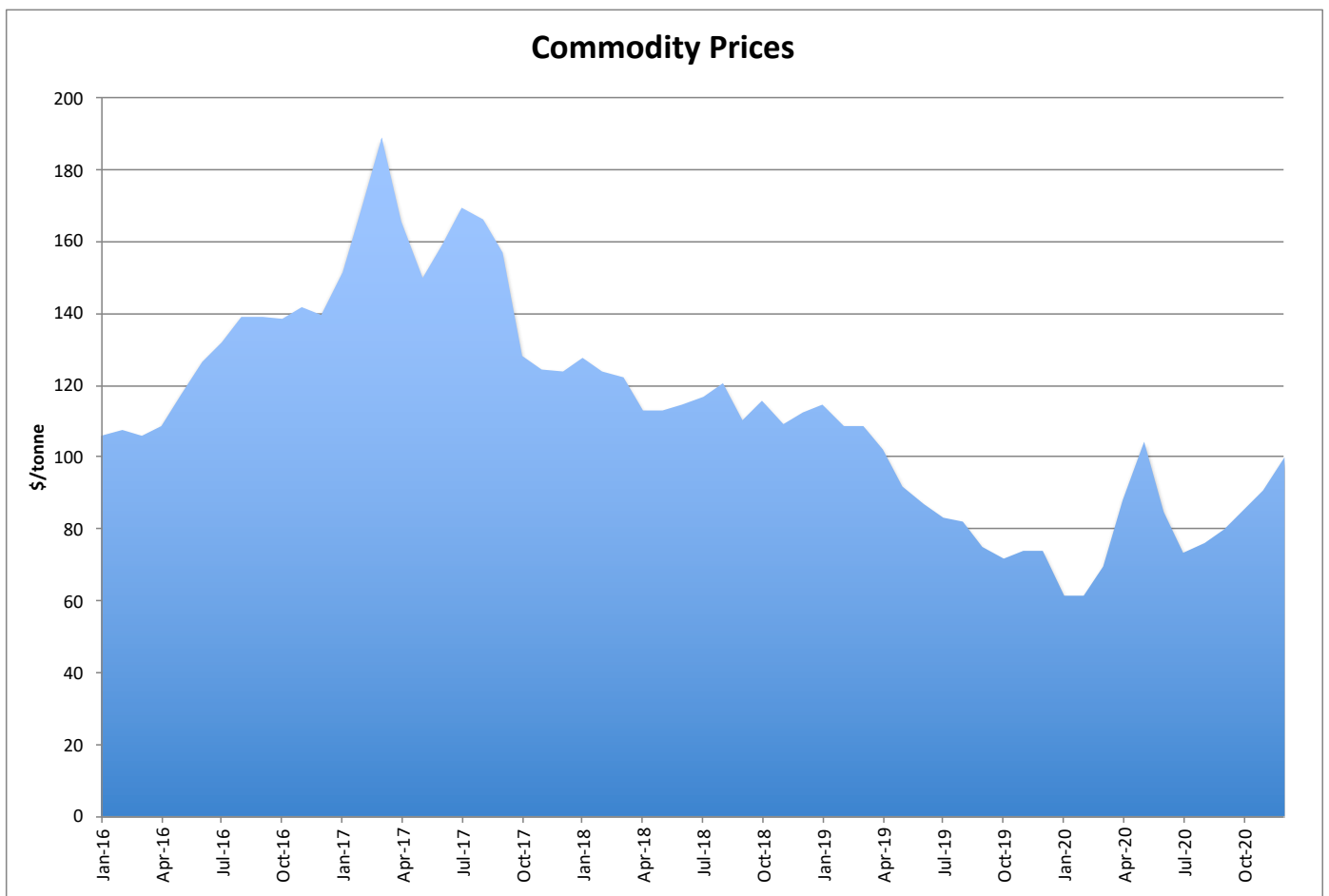
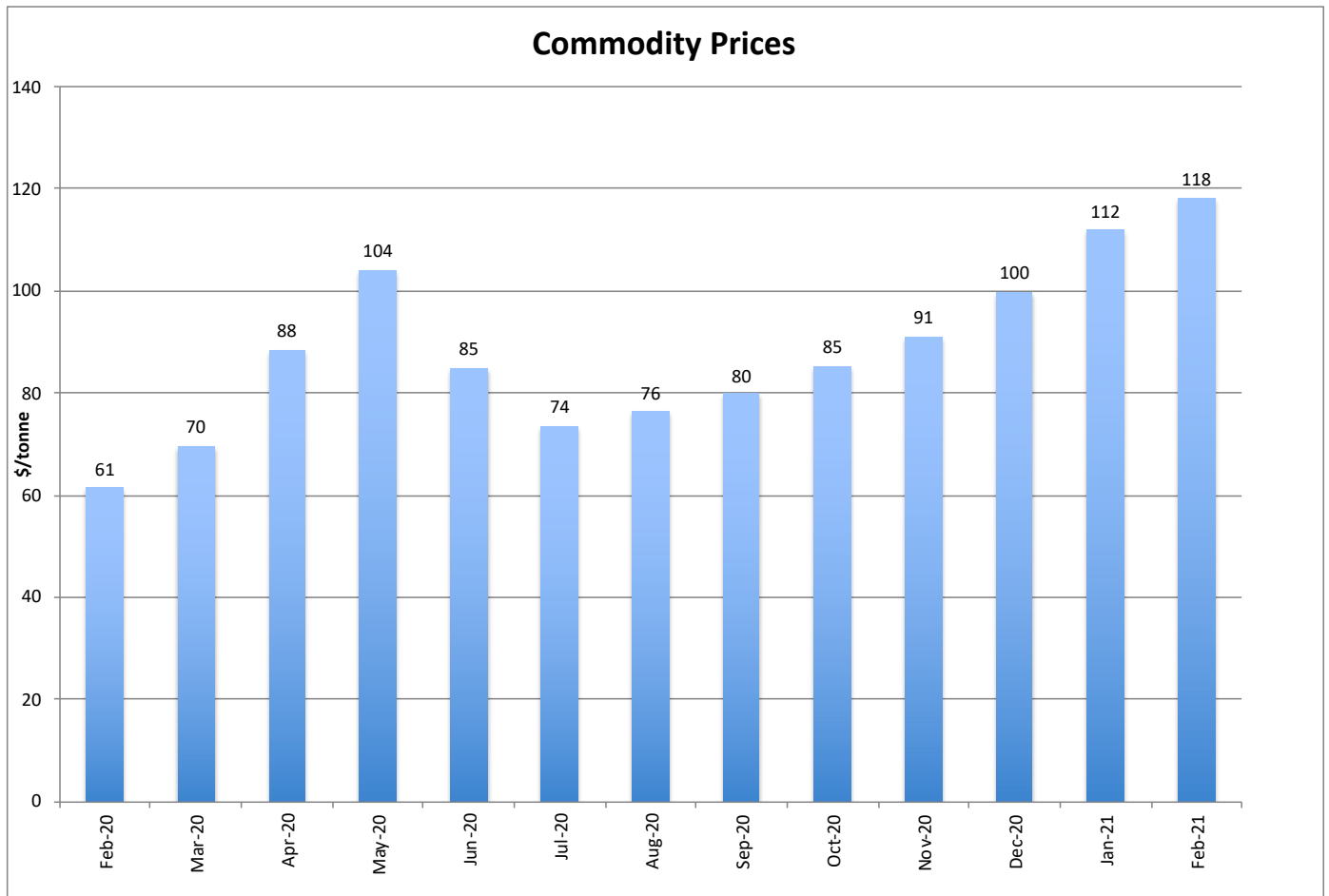
Special yard waste collection services will be provided on a bi-weekly basis during the first 90 days.

The program will be delivered in west Abbotsford by city collection staff and in east Abbotsford by a contractor, Waste Connections Canada.

Carts are expected to be delivered to homes from now until March 31. More information is available on the city website at [letstalkabbotsford.ca/curbside2020](https://letstalkabbotsford.ca/curbside2020).











## **Minutes**

### **Library Board**

March 4, 2021

6:45 pm

Video Conference

Click the following link:

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

Member Present      Mayor Strathdee, Councillor Craigmile, Councillor Edney,  
Barbara Tuer, Cole Atlin, Melinda Zurbrigg, Reg Quinton, Joyce  
Vivian

Member Absent      Lynda Hodgins

Staff Present      Rebecca Webb, Staff Liaison, Sarah Andrews, Library CEO

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

Meeting was called to order at 6:47pm by Board Chair C. Atlin.

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

None declared.

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

**Moved By** Reg Quinton

**Seconded By** Councillor Edney

That the agenda for the March 4th, 2021 regular meeting of the St. Marys Public Library Board be approved as presented.

**Carried**

**4. DELEGATIONS**

None present.

**5. CONSENT AGENDA**

**Moved By** Reg Quinton

**Seconded By** Councillor Craigmile

That consent agenda items 5.1 through 5.5 be accepted as presented.

**Carried**

**5.1 Acceptance of Minutes**

**5.1.1 Minutes of the January Meeting**

The Chair noted that 5.1.1 acceptance of the January Meeting minutes was tabled at the February 4th regular meeting and is now being lifted for considering as part of the consent agenda.

**5.1.2 Minutes of the February Meeting**

**5.2 CEO Report**

**5.2.1 Monthly Library CEO Report (March)**

**5.2.2 Monthly Adult Learning CEO Report (March)**

**5.3 Library Statistics**

**5.3.1 Monthly Statistics Charts (January in Review)**

**5.3.2 Monthly Statistics Infographic (January in Review)**

**5.3.3 Annual Statistics (2020 in Review)**

**5.4 Financial Report**

**5.4.1 Library General Ledger 2020 Budget vs. Actuals**

**5.4.2 Adult Learning General Ledger 2020 Budget vs Actuals**

**5.5 Correspondence**

**5.5.1 Perth South Council re: Contracted Services**



## **6. NEW AND UNFINISHED BUSINESS**

### **6.1 Meeting Norms- Verbal Update**

Members of the Board discussed meeting norms for the purposes of the Board meetings.

### **6.2 Mission Vision and Values Policy**

**Moved By** Barbara Tuer

**Seconded By** Joyce Vivian

That the St. Marys Public Library formally undertake a review of the Mission Vision and Values with and that the Board provide direction to Library CEO and staff to solicit feedback from Stakeholders from now until the September Board meeting.

**Carried**

### **6.3 PCIN Van Update**

### **6.4 Library Basement**

**Moved By** Reg Quinton

**Seconded By** Melinda Zurbrigg

THAT LIB 05-2021 Library Basement Report report be received; and

THAT The Library Board approve the exploration by the CEO and Town Staff to find solutions for the Library building's basement to make the space dry and useable.

**Carried**

## **7. ROUNDTABLE DISCUSSION**

### **7.1 Friends of the Library Report- Verbal Update**

The Friends of the Library are continuing to meet monthly. They continue to hand out welcome packages to newcomers.

### **7.2 Memorial Donation- Verbal Information**

A memorial donation was made on behalf of Marlene Macke, a long time Library patron. Board Chair C. Atlin acknowledged that the donation is appreciated and Marlene will be missed in the Library.

7.3 COVID Vaccine Support- Verbal Information

The Library will be providing support to a Town initiative that provides support to community members booking vaccine appointments.

**8. UPCOMING MEETINGS**

The next meeting of the St. Marys Public Library Board will take place April 8th at 6:45pm.

**9. ADJOURNMENT**

**Moved By** Reg Quinton

**Seconded By** Joyce Vivian

That the March 4th, 2021 meeting of the St. Marys Public Library Board be adjourned at 8:36pm.

**Carried**



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Chair, Cole Atlin



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Board Secretary, Sarah Andrews

**SPRUCE LODGE**  
**Board of Management Meeting**  
**February 17<sup>th</sup>, 2021**

**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 Luna  
Seconded by Councillor Aitcheson

**That the agenda for February 17<sup>th</sup>, 2021 be approved as presented.**  
**CARRIED**

➤ Declaration of pecuniary interest.

**Approval of Minutes:**

Moved by Councillor Ingram  
Seconded by Councillor Pridham

**That the minutes of January 20<sup>th</sup>, 2021 be approved as presented.**  
**CARRIED**

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

**New Business:**

**Ratification of Accounts:**

Moved by Councillor Ingram  
Seconded by Councillor Aitcheson

**That the January 2021 accounts in the amount of \$559,198.41 to be ratified.**  
**CARRIED**

**Financial Report:**

The Business Manager presented the financial report for the 12 month period ending December 31<sup>st</sup>, 2020 prior to audit for review and discussion. Results include a net operating surplus of approx. \$103,000. Resident revenue is under budget \$141,000 due to lower than expected capacity, with \$101,000 received from the Ministry to offset.

Resident rates will not be adjusted until July of 2021.

Sick leave benefit reserve of \$526,000 represent 79% of total sick bank liability.

There are no COVID-19 related expenditures included in the operating budget. A private bed remains empty in every unit to accommodate the required isolation of new residents. COVID-19 containment funding of \$405,000 has been received. Of these funds \$307,000 has been used with \$98,000 still available in 2021. The summary of COVID-19 pandemic expenses were presented for information.

## **SPRUCE LODGE - Continued**

### **Board of Management Meeting**

**February 17<sup>th</sup>, 2021**

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Moved by Councillor Ehgoetz

Seconded by Councillor Pridham

**To accept the Spruce Lodge Revenue and Expenses for the 12 month period ending December 31<sup>st</sup>, 2020 prior to audit as presented.**

**CARRIED**

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

##### **Declaration of Compliance:**

**The by resolution, accept the declaration of Compliance issued pursuant to the Long Term Care Service Accountability Agreement (LSAA) for the period January 21, 2020 to December 31, 2020:**

Moved by Councillor Ingram

Seconded by Councillor Pridham

**To accept the resolution as presented.**

**CARRIED**

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

All residents have received their 2<sup>nd</sup> dose of the Pfizer vaccine, and 139 staff have been fully vaccinated, with 22 travelling to London this week for their second dose. We are working out logistics for those that don't drive.

Full-time staff can use their sick banks to cover any time lost to travel for the vaccine, and part-time staff are looking for some kind of compensation. This will be discussed at the management meeting tomorrow. A letter of understanding (LOU) has been signed by C.U.P.E. where Spruce Lodge has agreed to pay part-time staff who are asked to stay home by Public Health to isolate.

Public Health has turned its attention to staff and essential visitors for vaccinations, and we have provided them with those names. We also provided them with the names of the Woodland Towers and Hamlet Estates residents hoping the vaccine will be made available to them sooner than later, and have offered to vaccinate the residents ourselves.

Local clinics will be set up soon, with the vaccine stored in Perth County in the coming days.

The next group identified for vaccination is seniors 80+.

The vaccine does seem to be having a significant impact in long term care with those in outbreak down from 250 to 155, with only 210 residents affected, and 233 staff.

Spruce Lodge has begun the rapid antigen testing, with results in 15 minutes. Staff will be tested 2-3 times per week. By March the expectation is that essential visitors will be tested every day they visit.

Huron Perth has moved to the orange level, with hair stylists returning next week. Things seem to heading in the right direction, as we have no outbreaks to report. The past 3 other outbreaks involved only one staff member in each instance, and we not made aware of the positive results for several days.

**SPRUCE LODGE - Continued**  
**Board of Management Meeting**  
**February 17<sup>th</sup>, 2021**

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**Staffing:**

Staffing levels appear to be as good as they have been in years. This may be due to the PSW wage enhancement. Is unclear whether plans are to continue past March. It was questioned whether staff are still upset about only the PSWs receiving the wage enhancement, and the answer remains yes.

Moved by Councillor Luna  
Seconded by Councillor Ehgoetz

**To enter closed session at 5:29 p.m. to discuss personnel.**

**CARRIED**

Moved by Councillor Luna  
Seconded by Councillor Aitcheson

**To enter open session at 5:34 p.m.**

**CARRIED**

Moved by Councillor Pridham  
Seconded by Councillor Luna

**To accept the Administrator's report as presented.**

**CARRIED**

**Correspondence:**

*Dress Down Days:*

Board members authorized staff to make the draws for Dress Down Days.

☺ *For January 2021, the lucky charitable receipt winner is Nicole Bontaine!*

**Other Business:** *None presented.*

Moved by Councillor Luna

<b>That the meeting be adjourned.</b>
---------------------------------------

**CARRIED**

**Date & Time of Next Meeting:**

***Wednesday, March 17<sup>th</sup>, 2021 at 5:00 p.m. – Teleconference***

**Councillor Vassilakos** \_\_\_\_\_  
**Chairperson**

**Jennifer Facey** \_\_\_\_\_  
**Secretary**

**Date** \_\_\_\_\_

**Minutes**  
**St. Marys Business Improvement Area (BIA) Board**  
**Annual General Meeting**

March 15, 2021

7:00 pm

Video Conference

Click the following link:

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

**1. CALL TO ORDER**

Board Members Present: Lanny Hoare (Chair), Gwendolen Boyle (Vice-Chair), Amie Rankin (Secretary), Kyle Burnside (Treasurer), Councillor Tony Winter (Council Representative)

Staff Present: Emily Taylor (Administrative Assistant)

Staff Liaisons Present: Kelly Deeks-Johnson (Tourism and Economic Development Manager), André Morin (Director of Corporate Services/Treasurer)

Members Present: Scott McLauchlan (Kitchen Smidgen Bakery), Bruce Barnes (Eclectic Treasures)

The Chair called the meeting to order at 7:01 pm.

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

None.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

Moved By: Amie Rankin

Seconded By: Gwendolen Boyle

**THAT** the March 15, 2021 St. Marys Business Improvement Area Annual General Meeting agenda be approved.

**Carried**

**4. ACCEPTANCE OF MINUTES**

Moved By: Councillor Tony Winter

Seconded By: Gwendolen Boyle

**THAT** the March 9, 2020 St. Marys Business Improvement Area Annual General Meeting minutes be approved by the Board and signed by the Chair and the Secretary.

**Carried**

**5. PUBLIC INPUT PERIOD**

No questions were presented during this time.

**6. ANNUAL ACTIVITY REVIEW**

Chair Hoare gave a summary of the activities undertaken by the BIA during the previous year. This included; starting a COVID-19 relief fund, hiring of a new Administrative Assistant, painting of downtown garbage cans, and the Christmas events put on by the BIA Christmas Committee.

Moved By: Amie Rankin

Second: Gwendolen Boyle

**THAT** the verbal Annual Activity Review be accepted.

**Carried**

**7. 2021 BUDGET APPROVAL**

Kyle Burnside, BIA Treasurer, presented on the 2021 Draft Budget. Scott McLauchlan noted that he is concerned about potential reserve fund allocation but recognizes that the budget has some flexibility.

Moved By: Amie Rankin

Seconded By: Gwendolen Boyle

**THAT** the 2021 BIA Budget be approved as presented.

**Carried**

## **8. OTHER BUSINESS**

### **8.1 Rotary Club of St. Marys Reusable Bag Initiative Update**

The Rotary Club of St. Marys clarified that they would like the BIA to assist with bringing attention to the reusable bag campaign using social media. Businesses could carry the bags for Rotary, which would cost \$4 plus tax and be sold for \$5.

Moved By: Councillor Tony Winter

Seconded By: Gwendolen Boyle

**THAT** the verbal presentation relating to the Rotary Club Reusable Bag Initiative be accepted.

**Carried**

### **8.2 Zoom Account for BIA Board**

The Board discussed getting a designated BIA Zoom account to use for their own meetings or for subcommittee meetings instead of relying on a Town of St. Marys Zoom account. Amie Rankin noted that she has a Zoom account that the Board could use to see how often it is utilized.

### **8.3 Business Grant Program**

Kelly Deeks-Johnson presented on the Town of St. Marys Business Grant Program. Town Council has approved a second round of funding with for businesses with assistance from the Business Economic Support & Recovery Task Force. Businesses can apply for up to \$3000 of funding. The deadline to apply is March 22, 2021. More information can be found at: <https://www.townofstmarys.com/en/living-here/business-resources.aspx>

### **8.4 BIA Subcommittees**

The Board presented on the subcommittees that will be available for the membership to join. These include:

- Christmas Committee



- Marketing and Communications Committee
- Governance Committee
- Beautification Committee

**9. UPCOMING MEETINGS**

The next regular meeting will occur on Monday, April 12, 2021 at 6:00pm via Zoom.

**10. ADJOURNMENT**

Moved By: Councillor Tony Winter

Seconded By: Gwendolen Boyle

**Moved By**

**THAT** this Annual General Meeting of the St. Marys Business Improvement Area Board adjourns at 7:49 pm.

**Carried**

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Chair

---

Committee Secretary



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

March 17, 2021  
9:00 am  
Video Conference

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

Stratford Police Services Present: Chief Greg Skinner  
Deputy Chief Foster  
Community Resources Officer Aaron Mounfield

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

**1. CALL TO ORDER**

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

**2. DECLARATION OF PECUNIARY INTEREST**

None.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Councillor Winter

**Seconded By** Paul Dunseith

**THAT** the March 17, 2021 Community Policing Advisory Committee agenda be accepted as presented.

**CARRIED**

**4. ACCEPTANCE OF MINUTES**

**Moved By** Jacqui Hibbert

**Seconded By** Paul Dunseith

**THAT** the February 17, 2021 Community Policing Advisory Committee meeting minutes be approved by the Committee and signed by the Chair and the Secretary.

**CARRIED**

## **5. REPORTS**

### **5.1 CRIME STOPPERS REPORT**

Chief Skinner presented the February 2021 Crime Stoppers report.

**Moved By** Paul Dunseith

**Seconded By** Jacqui Hibbert

**THAT** the February 2021 Crime Stoppers report be received.

**CARRIED**

### **5.2 POLICE MONTHLY STATISTICS**

Deputy Chief Foster presented the February 2021 police report.

In response to Councillor Winter's inquiry about the Stratford Police Service's access to vehicles such as snowmobiles, Deputy Chief Foster stated that the Service has agreements in place with other police services for access to vehicles.

In response to Paul Dunseith's inquiry about the impact to future training through the Ontario Police College, Deputy Chief Foster stated there will be an impact although minimal.

Chief Skinner stated that not all training has been affected as some is being delivered by virtual means at present.

In response to Chair Diplock's inquiry about the types of fraud being committed, Deputy Chief Foster stated the intention is usually to collect personal information.

In response to Chair Diplock's statement that false alarms are increasing, Deputy Chief Foster stated he does not have specifics about these situations at this time.

In response to Chair Diplock's inquiry about the extent of diversity training, Deputy Chief Foster stated that it is an annual requalification process.

**Moved By** Councillor Winter

**Seconded By** Paul Dunseith

**THAT** the February 2021 Police Monthly Statistics report be received.

**CARRIED**

## **6. OTHER BUSINESS**

### **6.1 2021 Policing Budget and Capital Plan**

Brent Kittmer introduced the budget to the Committee. Council has received a global estimate prior to the receipt of the 2021 policing budget and capital plan.

In response to Mayor Stratthdee's inquiry about the timeline for body cameras to be operational, Deputy Chief Foster stated that earlier this year, the Stratford Police Service Board approved the Service's use of body cameras for its members. The Service is in the phase one of implementation which involves drafting of policies related to the use of body cameras. Phase two will include the soft launch to the community resources members of the Service followed by an internal review to determine rollout. Phase three involving the full rollout of the program is expected by the end of 2021.

Deputy Chief Foster stated that the price per camera is approximately \$400 USD plus the licensing requirements which is significant. For the initial rollout of the program, cameras will be shared amongst the platoons to maintain a more cost-effective rollout.

In response to Chair Diplock's inquiry about the 2020 budget, Brent Kittmer stated that the budget is fixed, and St. Marys is responsible for 8% of the total policing costs. If the budget receives an unexpected deficit, the Town would be responsible for its portion, likewise with a surplus.

Deputy Chief Foster provided the following highlights of specific details on the budget in response to Chair Diplock:

- \$14,250 listed as contracted services if related to IT requirements
- \$960 for fuel represents a cost savings due to the number of hybrid vehicles within the Service
- Also related to fuel savings is a joint fuel tender between multiple parties that results in a decrease in fuel cost
- PRIDE is a relationship with Waterloo Regional Police, Bradford, Guelph and Simcoe Police. The budgeted fee is for the associated costs of that relationship.

- Budget for radio update to optimize the radio frequency throughout the areas served by the Service.

**Moved By** Paul Dunseith

**Seconded By** Jacqui Hibbert

**THAT** the information regarding the 2021 Policing budget and 5-year capital plan be received; and

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

**THAT** Council approve the 2021 Stratford Police operating budget and 5-year capital plan.

**CARRIED**

## **7. UPCOMING MEETINGS**

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

## **8. ADJOURNMENT**

Chief Skinner asked Constable Mounfield to provide an update about the recent communication campaign created by the Service and shared through the local media to the public.

Constable Mounfield stated that "Ask A Cop A Question" has been created whereby the public can submit questions to the St. Marys Independent or Stratford Beacon Herald regarding policing. The questions will be printed every two weeks.

The Service has implemented the police tip of the month through the St. Marys Independent as well. The first tip was regarding fraud.

In response to Chair Diplock's inquiry that if trends of concern are noted through the questions would they be shared with CPAC, Constable Mounfield confirmed that questions of relevance would be shared.

The Committee discussed the various forms of media releases that are provided to the public through numerous sources, not just Stratford Police Service.

In response to Paul Dunseith's statement that he hopes for increased communication between the Committee and the Service as the vision zero project comes forward, Brent Kittmer confirmed that the committee will receive a report from staff after the summer break.

**Moved By** Paul Dunseith  
**Seconded By** Jacqui Hibbert

**THAT** this Community Policing Advisory Committee meeting adjourn at 9:48 am.

**CARRIED**

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Chair Diplock

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Brent Kittmer, Chief Administrative Officer

**TO:** Chair Diplock and Members of CPAC

**FROM:** Brent Kittmer, CAO/Clerk

**DEPARTMENT:** Administration

**DATE:** March 11, 2021

**SUBJECT:** **2021 Policing Operating Budget & 5 Year Capital Plan**

---

CPAC,

Attached to this memo is the 2021 draft operating budget submission from the Stratford Police Service. Within the service agreement with the City of Stratford, there are prescriptive steps related to the annual budget review and dispute of the budget. The key sections of the agreement are Sections 14 – 19:

*12. For every year in which this Agreement is in effect, the City shall provide the Town with a detailed Cost Estimate showing the projected cost of providing the Contracted Services for that year.*

*13. The Cost Estimate for 2018 is attached hereto as Schedule “E” to this Agreement.*

*14. For every Subsequent Year, the City shall provide the Cost Estimate to the Town not later than November 1 of the preceding year. The Cost Estimate for a Subsequent Year shall be in the same form as Schedule E, and shall include the following:*

*(a) Estimated Full-time Personnel Costs – the total Estimated Personnel Costs for the Subsequent Year, together with a detailed breakdown thereof;*

*(b) Part-time Personnel Costs – the total Part Time Salaries and Wages, Part-time Benefits, and Payable EAP;*

*(c) Estimated Capital Costs – the total estimated Capital Costs for the Subsequent Year, together with a detailed breakdown thereof;*

*(d) Estimated Special Services Costs – the total estimated Special Service Costs for the Subsequent Year, together with a detailed breakdown thereof;*

*(e) The Total Estimated Reconcilable Cost, which shall be the total of the Estimated Full-Time Personnel Costs, Estimated Capital Costs and Estimated Special Services Costs;*

*(f) Operating Costs & Support Costs – the total Operating Costs and Support Costs for the Subsequent Year, together with a detailed breakdown thereof;*

*(g) Total Estimated Annual Cost, which shall be the total of the Total Estimated Reconcilable Cost and the Operating and Support Costs; and,*

*(h) Monthly cost, which shall be the Total Estimated Annual Cost divided by twelve.*

*15. The Cost Estimate shall include, where applicable, a concise explanation of any projected cost increases compared to the previous year.*

*16. Within sixty (60) days of receiving the Cost Estimate, the Town shall either provide the City with written confirmation that the Cost Estimate is accepted, or shall initiate the Dispute Resolution process set out below. If the Town does not respond to the Cost Estimate within sixty (60) days of receiving it, then it shall be deemed to have accepted the Cost Estimate.*

*18. In the event that the Town disputes the Cost Estimate, the Town shall nevertheless pay the Monthly Cost to the City and the payments made under the disputed Cost Estimate may be retroactively adjusted as a result of the dispute resolution.*

*19. Once every five years during which this Agreement is in effect, the City shall provide the Town with a detailed projection of the Capital Costs under this Agreement for the following five years, broken down by year, to assist the Town in budgeting appropriately. The five-year cost projection shall be updated as often as required to remain accurate, and in any event not less than once per year. The City shall use best efforts to ensure the five-year cost projection remains up to date.*

Within the CPAC terms of reference Council has delegated specific duties to CPAC regarding the annual budget review. These include:

- *Reviewing the annual policing budget submission and recommending to Council to adopt or dispute the annual budget. This includes working with the contract police service provider to resolve any budget concerns prior to making a recommendation to Council to proceed with formal dispute resolution.*

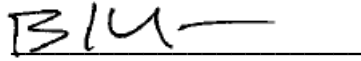
In practical terms, the police are unable to provide their final budget estimates to the Town until Stratford City Council has reviewed and approved their budget. This does not perfectly align with the Town's budget schedule as the Town's budget process is generally completed ahead of the City of Stratford's by one to two months.

To develop the 2021 Town budget, the CAO used estimates from the Chief and Deputy Chief and included these in Council's budget package. The Town's 2021 budget has been approved, and Council approved the global police budget estimates provided. Staff can confirm that the budget estimates provided below by the police are within the budget that Council has approved for 2021.



**OUTCOME:** From the budget review, staff is seeking a final recommendation from CPAC to Council to accept the budget, or a recommendation to Council to initiate dispute resolution regarding the 2021 estimates.

Respectfully submitted,

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

Brent Kittmer  
CAO/Clerk

## 2021 Policing Budget

### *Personnel Costs*

<b>Description</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
F.T. Salaries & Wages (Reconcilable)	\$697,678	\$684,690	\$679,855
F.T. Benefits (Reconcilable)	\$172,695	\$185,199	\$181,938
PREMIUMS (OT, Shif Diff, Acting, On Call, Coaching)		\$28,205	\$36,643
Part Time Salaries & Wages (Fixed)	\$10,200	\$17,225	\$22,405
P.T. Benefits (Fixed)	\$1,020	\$1,723	\$2,861
Payroll EAP (Fixed)	\$2,000	\$1,350	\$1,350
<b>TOTAL</b>	<b>\$883,593</b>	<b>\$918,392</b>	<b>\$925,052</b>

### *Support Costs (Fixed)*

<b>Description</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Clothing	\$2,830	\$2,150	\$1,740
Petty Cash	\$50		
Office Supplies And Paper	\$624	\$800	\$765
Identification Supplies	\$425	\$425	\$425
Photocopier Expense	\$303	\$500	\$500
Postage	\$80	\$80	\$80
Printing	\$1,000		
Meals and Meeting Costs - Meeting Costs	\$430		
Prisoner Meals – Meals	\$253	\$253	\$253
Publications & Subscriptions	\$210		
Radio System Maintenance	\$1,450	\$1,450	\$1,450
Conferences	\$2,159		
Contracted Services	\$5,000	\$14,520	\$14,520
Courier/Freight	\$130	\$130	\$130
Legal	\$2,500	\$2,500	\$2,500
Maintenance Contracts	\$3,543	\$3,543	\$4,825
Training (Mileage, Expenses, Supplies)	\$8,080	\$5,500	\$5,050
RADIO Services – Other	\$200.00	\$200	\$200
Communications Revenue (Record Checks)	(\$4,000)	(\$4,000)	
Equipment Purchases	\$1,150	\$1,150	\$730
Materials - Community Services	\$600	\$500	\$500
Equipment Purchases - Pride Capital	\$10,000	\$8,700	\$10,500
Total Insurance	\$6,488		
Total Bell DSL IP Radio	\$10,250	\$10,250	\$10,250
<b>TOTAL</b>	<b>\$53,754.00</b>	<b>\$48,651</b>	<b>\$54,418</b>

*Special Services Costs (Reconcilable)*

<b>Description</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Cost of Special Services Procured from Other Providers	\$0.00	0.00	0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	

*Operating Costs (Fixed)*

<b>Description</b>	<b>Amount</b>	<b>2020</b>	<b>2021</b>
Uniforms	\$1,750	\$1,750	\$1,750
Vehicle – Fuel	\$9,300	\$14,960	\$14,960
Vehicle Repairs (labour, parts, licences)	\$3,642	\$3,700	\$5,250
Telephone – Basic	\$3,700	\$3,700	\$3,700
Materials - Law Enforcement	\$2,375	\$2,375	\$2,375
Materials – Containment	\$1,400	\$2,000	\$2,000
Materials - CISO Projects / Investigations	\$3,050	\$3,050	\$3,050
General Fund-Police Dept - Specialized Projects	\$525	\$525	\$525
Transfer To Reserves	\$1,000		
Canine Unit	\$850	\$720	\$720
Transfer To Reserves	\$200		
PRIDE Services – Other	\$12,100	\$14,093	\$15,035
Police Radio Materials	\$825	\$825	\$825
<b>TOTAL</b>	<b>\$40,717</b>	<b>\$47,698</b>	<b>\$50,190</b>

Total Estimated Annual Cost = Total Personnel, Support, and Operating Costs (For 2021 Total Cost Includes Park Patrol)	\$978,064	\$1,014,740	\$1,056,596
3% Assumption of Liability Payment	<u>\$29,341.92</u>	<u>\$30,562</u>	<u>\$31,698</u>
<b>Total</b>	<b>\$1,007,405.90</b>	<b>\$1,045,302*</b>	<b>\$1,088,294</b>
Increase in direct operating costs compared to over 2020	-	\$37,896.10 (3.76%)	\$42,992 (4.11%)
Monthly Cost	\$83,950.49	\$87,108.50	\$90,691.17

\* NOTE: the 2020 total of \$1,045,302 does not include the costs of park patrol. This cost was approved by Council in mid-2020. Below, the all-in cost increase including Park Patrol is provided. For comparison, the budget for final OPP contract in 2017 was **\$1,155,089**.

Park Patrol	N/A	\$15,600.00	\$26,936
<b>Total All in Policing Costs (prior to year-end reconciliation)</b>	<b>\$1,007,405.90</b>	<b>\$1,060,902</b>	<b>\$1,088,294</b> (2.58%)

## **Town of St. Marys Policing Contract – 5 Year Capital Plan**

<b>Five Year Capital Plan - St Marys (as of 2021)</b>			
<b>Year</b>	<b>Item</b>	<b>Details</b>	<b>Cost Estimate</b>
<b>2021</b>	Digital Evidence Management	Software solution to manage, distribute, and store the service's many forms of digital evidence. Note that the cost of the DEM solution may be included in the BWC camera costing as they become an integrated solution.	TBD
<b>2021</b>	Body Worn Camera	While this may not be fully capital, BWC program	TBD
<b>2021</b>	Radio System Upgrade	Cost of a replacement repeater system in St Marys. To support radio system upgrades in Stratford	\$57,000
<b>2022</b>	Mobile Computer Replacement	Replacement of in car Mobile Computer terminals. Estimated at \$8,000 each	\$16,000
<b>2022</b>	Cruiser Replacement	Replacement of one St Marys cruiser. This will depend on final number of kilometers and overall condition of both vehicles. Cost breakdown: \$52,000 vehicle, \$15,000 Re and Re, \$1000 wrap and graphics. Note that the trade in value would be around \$5,000 per vehicle	\$68,000
<b>2023</b>	Cruiser Replacement	Replacement of one St Marys cruiser. This will depend on final number of kilometers and overall condition of both vehicles. Cost breakdown: \$52,000 vehicle, \$15,000 Re and Re, \$1000 wrap and graphics. Note that the trade in value would be around \$5,000 per vehicle	\$68,000
<b>2023</b>	NG911	Shared cost of deployment for NG911 solution. Cost estimate provided is based on one of two vendors who have agreed to provide a costing at this point. Cost is for initial shared cost of set up and equipment. There would be a shared annual operational cost. Estimated St Marys cost annually is \$350.00	\$5,000
		Note: Costs are not well understood at this point. What we do anticipate is technology based costs related to services and equipment. There could be staffing costs relating to review, handling, and redaction of images received through NG911	
<b>2024</b>	NG911 As above		



## **Minutes**

### **Green Committee**

February 24, 2021

5:30 pm

Video Conference

Click the following link:

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

Member Present	Lynette Geddes, Chair Councillor Pridham Fred Stam John Stevens David Vermeire
Staff Present	Jed Kelly, Director of Public Works Morgan Dykstra, Committee Secretary

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

The Chair called the meeting to order at 5:30 p.m.

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

None declared.

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

**Resolution: GC-2021-02-01**

**Moved By** John Stevens

**Seconded By** Fred Stam

**THAT** the February 24, 2021 Green Committee Agenda be accepted as presented.

**4. DELEGATIONS**

**4.1 Town of St. Marys Community Services Department re: Canada Healthy Communities Initiative**

The Town's Cultural Services Supervisor, Amy Cubberley advised the Committee that the Town wishes to apply to the Canada Healthy Communities Initiative. The Town is encouraged to collect letters of support from local organisations when submitting the grant application.

Town Staff responded to questions from the Committee related to the projects being applied for. The Committee was of the consensus that it supports the projects, and that staff should draft a letter indicating the Committee's support.

**Resolution: GC-2021-02-02**

**Moved By** John Stevens

**Seconded By** Fred Stam

**THAT** the delegation from the Town of St. Marys Community Services Department regarding the Canada Healthy Communities initiative be received;

**THAT** the Green Committee supports the projects being proposed by the Town of St. Marys Community Services Department for Canada Healthy Communities Initiative; and

**THAT** the Green Committee directs staff to draft a letter of support for the funding application on behalf of the Green Committee.

**Carried**

**5. ACCEPTANCE OF MINUTES**

**Resolution: GC-2021-02-03**

**Moved By** Fred Stam

**Seconded By** David Vermeire

**THAT** the January 27 Green Committee minutes be approved and signed by the Chair and Committee Secretary.

**Carried**

## 6. STRATEGIC ITEMS - PROGRESS UPDATE

**Resolution: GC-2021-02-04**

**Moved By** Councillor Pridham

**Seconded By** David Vermeire

**THAT** the February Green Committee Strategic Priorities Status Table be received for information.

**Carried**

## 7. REPORTS

### 7.1 PW 15-2021 Forestry and Naturalization Projects for 2021

Morgan Dykstra welcomed Vanni Azzano of the Upper Thames River Conservation Authority and Ron Aitken, a member of the St. Marys Rotary Club to the meeting. The Committee, staff, Mr. Azzano and Mr. Aitken discussed the various projects outlined within the report.

Town staff acknowledged that they may require assistance from Committee Members when executing some of the projects and will reach out directly to the Committee to determine availability.

**Resolution: GC-2021-02-05**

**Moved By** John Stevens

**Seconded By** Fred Stam

**THAT** PW 15-2021 Forestry and Naturalization Projects for 2021 be received for information.

**Carried**

## 8. OTHER BUSINESS

### 8.1 Scope of Work for the Green Committee

John Stevens asked the Committee if the Committee would consider asking Council to expand their scope of work to include more projects directly related to climate change. John Stevens provided the following examples:

- Videos regarding explaining how businesses have implemented green programs;

- Create contact lists for businesses where they can procure green items;
- Interview environmental champions within St. Marys and demonstrate what they do and how they do it;
- Quarterly report on environmental tips;
- Exploratory review regarding what other municipalities are doing.

Mr. Stevens reiterated that overall intent of the projects are to reduce pollution in St. Marys.

Chair Geddes asked Town Staff what the next steps are. Staff responded that a number of the examples John Stevens presented fit within the Committee's terms of reference, however, staff recommend that if there are specific projects that the Committee wishes to pursue, then the Committee should seek Council approval since they are not the strategic projects that Council requested the Committee investigate.

Councillor Pridham advised the Committee that a Climate Change Plan is being developed by the Town's Climate Change Coordinator.

Fred Stam reminded the Committee that at the beginning of its term the Committee had discussed creating a green initiative recognition program.

Morgan Dykstra advised the Committee that there is a motion from the Committee to investigate the feasibility of adopting a Green Initiative Recognition Program, a report has been drafted and can be brought forward to the Committee.

The Committee was of the consensus that the Green Initiative Recognition Program project should be revisited.

**Resolution: GC-2021-02-06**

**Moved By** John Stevens

**Seconded By** David Vermeire

**THAT** staff bring forth the report on the Green Initiative Program to its next meeting.

**Carried**

## **10. ADJOURNMENT**



**Resolution: GC-2021-02-07**

**Moved By** Fred Stam

**Seconded By** John Stevens

**THAT** this meeting of the Green Committee adjourns at 6:28 p.m.

**Carried**

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Lynette Geddes, Chair

---

Morgan Dykstra, Committee Secretary



## **Minutes**

### **Green Committee**

March 24, 2021

5:30 pm

Video Conference

Click the following link:

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

Member Present	Lynette Geddes, Chair Councillor Pridham Fred Stam John Stevens David Vermeire
Staff Present	Jed Kelly, Director of Public Works Morgan Dykstra, Committee Secretary

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

The Chair called the meeting to order at 5:31 p.m.

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

None declared.

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

**Resolution: GC-2021-03-01**

**Moved By** John Stevens

**Seconded By** Fred Stam

**THAT** the March 24, 2021 Green Committee agenda be accepted as presented.

**Carried**

**4. DELEGATIONS**

None.

**5. ACCEPTANCE OF MINUTES**

**Resolution: GC-2021-03-02**

**Moved By** Fred Stam

**Seconded By** John Stevens

**THAT** the February 24, 2021 Green Committee minutes be approved and signed by the Chair and Committee Secretary.

**Carried**

**6. CORRESPONDENCE**

**6.1 Canadian Union of Postal Workers re: Support Delivering Community Power**

The Committee discussed the proposed resolution. The Committee was of the consensus that it supports the green and community-oriented initiatives being proposed by the Canadian Union of Postal Workers.

Councillor Pridham entered the meeting at 5:38 p.m.

**Resolution: GC-2021-03-03**

**Moved By** John Stevens

**Seconded By** Fred Stam

**THAT** the correspondence from the Canadian Union of Postal Workers regarding a request to the Government of Canada to implement the recommendations in *Delivering Community Power* be received; and

**THAT** the Green Committee recommend to Council:

**THAT** Council support the resolution from the Canadian Union of Postal Workers regarding the request to implement the recommendations in *Delivering Community Power*.

**Carried**

## 7. STRATEGIC ITEMS - PROGRESS UPDATE

**Resolution: GC-2021-03-04**

**Moved By** Councillor Pridham

**Seconded By** David Vermeire

**THAT** the March Green Committee Strategic Priorities Table be received for information.

**Carried**

## 8. REPORTS

### 8.1 PW 27-2021 Considerations for a Green Initiative Recognition Program

Morgan Dykstra spoke to the report, outlining possible green initiative recognition frameworks and responded to questions from the Committee.

The Committee was of the consensus that it prefers Option 1: Public Acknowledgement Campaign. The Committee made the following comments related to the framework of the campaign:

- Acknowledgement shall be adjudicated by the Green Committee;
- Incorporate videos like the St. Marys Museum's Town history videos;
- Initiatives can be self-nominated, or community nominated; and,
- The nominations should be advertised using the St. Marys Independent, the Town's website and social media.

The Committee discussed Town Staff bringing forward a campaign outline including processes and timelines at a future meeting.

**Resolution: GC-2021-03-05**

**Moved By** David Vermeire

**Seconded By** John Stevens

**THAT** PW 27-2021 Considerations for a Green Initiative Recognition Program report be received; and

**THAT** the Green Committee direct staff to draft a Green Initiative Recognition Program framework for Option 1; and

**THAT** the staff bring forward that the framework at the next Green Committee meeting.

**Carried**

8.2 PW 28-2021 Establish a Naturalized Area Adjacent to Meadowridge Park

Jed Kelly spoke to the report and responded to questions from the Committee.

The Committee discussed allocating tree donations to this location, and different methods for acknowledging donations. Town Staff will seek to amend the Tree Donation Policy and will presented an amended policy at a future.

**Resolution: GC-2021-03-06**

**Moved By** Fred Stam

**Seconded By** David Vermeire

**THAT** PW 28-2021 Establish a Naturalized Area Adjacent to Meadowridge Park report be received; and

**THAT** the Committee recommends to Council:

**THAT** Council approve the Meadowridge Park Naturalization Plan as outlined in the report.

**Carried**

**9. OTHER BUSINESS**

None.

**10. UPCOMING MEETINGS**

April 28, 2021 at 5:30 P.M (Virtual)

May 26, 2021 at 5:30 P.M. (Virtual)

**11. ADJOURNMENT**

**Resolution: GC-2021-03-07**

**Moved By** John Stevens

**Seconded By** Fred Stam

**THAT** this meeting of the Green Committee adjourn at 6:15 p.m.

**Carried**

---

Lynette Geddes, Chair

---

Morgan Dykstra, Committee Secretary



## MINUTES

### Heritage Advisory Committee

March 15, 2021

6:15 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-d0YKteFQ>

Members Present	Mayor Al Strathdee Councillor Pridham Barbara Tuer Clive Slade Michael Bolton Michelle Stemmler Paul King Sherri Winter-Gropp Stephen Habermehl
Staff Present	Amy Cubberley, Cultural Services Supervisor
Members Absent	Janis Fread

#### 1. CALL TO ORDER

Chair Habermehl called the meeting to order at 6:18 pm.

#### 2. DECLARATION OF PECUNIARY INTEREST

None declared.

#### 3. AMENDMENTS AND APPROVAL OF AGENDA

##### Resolution

**Moved By** Michelle Stemmler

**Seconded By** Clive Slade

THAT the March 15, 2021 Heritage Advisory Committee agenda be accepted as presented.

**CARRIED**

**4. APPOINTMENT OF CHAIR AND VICE-CHAIR**

Amy Cubberley assumed the role of Chair for the election.

Michelle Stemmler and Clive Slade nominated Stephen Habermehl. Stephen agreed to stand. No other nominations were received.

**Resolution**

**Moved By** Clive Slade

**Seconded By** Michelle Stemmler

THAT Stephen Habermehl be appointed Chair of the Heritage Advisory Committee effective March 15 to December 31, 2021.

**CARRIED**

Stephen Habermehl reassumed the role of Chair.

Barbara Tuer nominated Paul King. Paul King declined.

Paul King nominated Barbara Tuer. Barbara agreed to stand. No other nominations were received.

**Resolution**

**Moved By** Paul King

**Seconded By** Sherri Gropp

THAT Barbara Tuer be appointed Vice-Chair of the Heritage Advisory Committee effective March 15 to December 31, 2021.

**CARRIED**

**5. CORRESPONDENCE**

None received.

**6. AMENDMENT AND ACCEPTANCE OF MINUTES**

**Resolution**

**Moved By** Michael Bolton

**Seconded By** Barbara Tuer



THAT the February 8, 2021 Heritage Advisory Committee minutes be accepted as presented.

**CARRIED**

**7. BUSINESS ARISING FROM MINUTES**

**7.1 Wood Specialty Co. plaque**

Amy Cubberley updated the Committee on the Wood Specialty Co. plaque.

**8. REGULAR BUSINESS**

**8.1 Heritage Conservation District Update**

**8.1.1 Heritage Grant Applications**

Amy Cubberley spoke to DCS 11-2021 and responded to questions.

**Resolution**

**Moved By** Clive Slade

**Seconded By** Councillor Pridham

**THAT** DCS 11-2021 109-113 Queen Street East Heritage Grant report be received for information

and

**THAT** the Heritage Advisory Committee recommends approval of a Heritage Grant for the application, as submitted, for 109-113 Queen Street East.

**CARRIED**

**8.2 Non-designated heritage properties- Council approval**

Amy Cubberley explained that 12 of the 13 properties proposed by the Heritage Advisory Committee have been approved by Council and added to the Municipal Register of Non-Designated Heritage Properties.

The Committee came to the consensus that an annual review is not a realistic endeavor. The Committee will target to review the list for additions no less than once every four-year term. Requests to be removed will be reviewed as they are received.

**8.3 Properties of interest or at risk (not necessarily designated)**

None identified.

#### **8.4 Homeowner/Property owner letters**

Paul King confirmed that he has sent letters to the new owners of 136 Water Street South and McLean Taylor about their new office building.

Paul will send a letter to the owners of Broken Rail Brewing. It was noted that the historic home at the southeast corner of Peel and Elgin also recently sold.

### **9. COUNCIL REPORT**

Councillor Pridham updated the committee on the proposed sports Wall of Fame and the reopening of municipal facilities.

Mayor Stratthdee updated the committee on the Community Improvement Plan updates.

### **10. OTHER BUSINESS**

Clive Slade volunteered to create a photo inventory of designated properties.

### **11. UPCOMING MEETINGS**

April 12, 2021 at 6:15 pm.

### **12. ADJOURNMENT**

**Resolution**

**Moved By** Clive Slade

**Seconded By** Michael Bolton

THAT the March 15, 2021 Heritage Advisory Committee meeting adjourn at 6:44 pm.

**CARRIED**

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Chair

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Committee Secretary



## **Minutes**

### **Museum Advisory Committee**

March 10, 2021

6:30 pm

Video Conference

Click the following link:

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

Member Present      Councillor Hainer, Doug Fread, Peter McAsh, Scott Crawford,  
Karen Ballard

Member Absent      Krissy Nickle

Staff Present      Amy Cubberley, Cultural Services Supervisor

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

Scott Crawford called the meeting to order at 6:47 pm

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

None declared.

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

**Moved By** Peter McAsh

**Seconded By** Councillor Hainer

THAT the March 10, 2021 Museum Advisory Committee agenda be accepted as presented.

**Carried**

#### **4. DELEGATIONS**

None.

**5. ACCEPTANCE OF MINUTES**

**Moved By** Peter McAsh

**Seconded By** Karen Ballard

THAT the January 13, 2021 Museum Advisory Committee meeting minutes be accepted as presented.

**Carried**

**6. BUSINESS ARISING FROM MINUTES**

None.

**7. REPORTS**

**7.1 Museum Update**

The Cultural Services Supervisor spoke to DCS 08-2021 and responded to questions.

**Moved By** Councillor Hainer

**Seconded By** Karen Ballard

**THAT** DCS 08-2021 March Monthly Report (Museum and Archives) be received for information.

**Carried**

**7.2 Council Update**

Councillor Hainer spoke about the Strong as Stone nomination program, the addition of 12 non-designated properties to the register, and the passing of the 2021 budget.

**8. OTHER BUSINESS**

Councillor Hainer requested information about Canada Day 2021 plans.

**9. UPCOMING MEETINGS**

May 12, 2021 at 6:30 pm

**10. ADJOURNMENT**

**Moved By** Councillor Hainer

**Seconded By** Karen Ballard

THAT the March 10, 2021 Museum Advisory Committee meeting adjourn at 7:01 pm.

**Carried**

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Chair Doug Fread

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Board Secretary Amy Cubberley



## **Minutes**

### **Planning Advisory Committee**

April 6, 2021

6:00 pm

Video Conference

Click the following link:

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

Members Present	Chair Don Van Galen Councillor Craigmile William Galloway Councillor Hainer Susan McMaster
Staff Present	Mark Stone, Town Planner Morgan Dykstra, Public Works and Planning Coordinator
Others Present	Caroline Baker, Baker Planning Group

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

Acting Chair Don Van Galen called the meeting to order at 6:00 pm.

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

None declared.

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

**Moved By** Bill Galloway

**Seconded By** Councillor Craigmile

**THAT** the April 6, 2021 Planning Advisory Committee agenda be accepted as presented.

**Carried**

#### **4. COMMITTEE APPOINTMENTS**

Acting Chair Don Van Galen asked the Committee for nominations for Chair.

William Galloway nominated Don Van Galen to assume the role of Chair. Don Van Galen accepted the nomination.

**Moved By** William Galloway

**Seconded By** Councillor Craigmile

**THAT** Committee member Don Van Galen be appointed Planning Advisory Committee Chair effective April 6, 2021 through to December 31, 2021.

**Carried**

Don Van Galen assumed the role of Chair.

Chair Van Galen asked the Committee for nominations for Vice-Chair.

William Galloway nominated Councillor Hainer to assume the role of Vice-Chair.

Chair Van Galen asked Councillor Hainer if she accepts the nomination, Councillor Hainer accepted the nomination.

**Moved By** William Galloway

**Seconded By** Councillor Craigmile

**THAT** Committee member Councillor Hainer be appointed Planning Advisory Committee Vice-Chair effective April 6, 2021 through to December 31, 2021.

**Carried**

#### **5. ACCEPTANCE OF MINUTES**

**Moved By** William Galloway

**Seconded By** Councillor Craigmile

**THAT** the August 17, 2021 Planning Advisory Committee meeting minutes be approved and signed by the Chair and the Committee Secretary.

**Carried**

## 6. REPORTS

### 6.1 DEV 13-2021 Application for Zoning By-law Amendment (Z01-2021) by BDS Construction c/o Adriano Paola for 347 James Street South

Chair Van Galen advised how members of the public can participate in the meeting and provide comments related to the application.

Chair Van Galen asked the Town's Planner to speak to the report. Mark Stone provided a brief overview of the Application.

Chair Van Galen asked the Applicant's Agent, Caroline Baker of Baker Planning Group to speak to the application. Caroline provided an overview of the application as outlined in the Planning Justification Report.

Susan McMaster joined the meeting at 6:09 p.m.

The Committee discussed the elevation of the roofline and considered the addition of a second storey. The Committee was of the consensus that the structure should remain a one-storey building.

The Committee discussed the floor plans and how the Applicant will incorporate accessible features. Caroline Baker responded that the Owner will prepare final drawings with accessible features at a later stage.

Chair Van Galen asked Morgan Dykstra if there are any public comments. Morgan Dykstra confirmed that there are no public comments with respect to the application.

The Committee made the following recommendation:

**Moved By** Bill Galloway

**Seconded By** Councillor Hainer

**THAT** DEV 13-2021 Application for Zoning By-law Amendment (Z01-2021) by BDS Construction c/o Adriano Paola for 347 James Street South be received;

**THAT** the Planning Advisory Committee endorse the Application in principle; and

**THAT** the Planning Advisory Committee recommend to St. Marys Town Council:

**THAT** Council proceed with a public meeting to consider the Application.



**Carried**

**7. UPCOMING MEETINGS**

May 3, 2021 at 6:00 P.M. (Virtual)

**8. ADJOURNMENT**

**Moved By** Bill Galloway

**Seconded By** Councillor Hainer

**THAT** this meeting of the Planning Advisory Committee be adjourned at 6:25 pm.

**Carried**

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Don Van Galen, Chair

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Morgan Dykstra, Committee Secretary



## **Minutes**

### **Youth Council**

March 5, 2021

4:00 pm

Video Conference

Click the following link:

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

Member Present	Lauren Partridge, Sam Truax, Patien Truax, Cate Poulton, Megan Richardson, Meghan Hymus, Jess Hammond, Kirsten Pabillano
Member Absent	Allison Kennedy-Edney, Councillor Edney
Staff Present	Amy Cubberley, Cultural Services Supervisor Brittany Petrie, EarlyON Coordinator

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

Chair Truax called the meeting to order at 4:09 pm.

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

None declared.

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

**Moved By** Lauren Partidge

**Seconded By** Meghan Hymus

THAT the March 5, 2021 Youth Council agenda be accepted as presented.

**4. DELEGATIONS**

None.

**5. ACCEPTANCE OF MINUTES**

**Moved By** Megan Richardson

**Seconded By** Lauren Partridge

THAT the February 5, 2021 Youth Council minutes be accepted as presented.

**Carried**

**6. BUSINESS ARISING FROM MINUTES**

**6.1 Reminder to sign agreement**

Brittany reminded Council members to make arrangements to sign their agreements. They can be dropped off at the PRC or the Museum.

Amy shared that the Youth Council's Terms of Reference will also go to Town Council for approval on Tuesday, March 9.

**6.2 Mental Health Day Planning**

The Council discussed the centralized resource guide. Discussion included:

- Focus on local, low/no cost resources that are easily accessible to St. Marys youth
- Include some wellness events with the launch of the resource
- keep COVID-19 restriction in mind when planning any potential events. Outdoor programs, a zoom silent rave, etc. may be options
- The wreck room idea previously proposed will be difficult to meet cleaning protocols
- An online resource with link is preferred to hard copy printouts
- Resources can be posted on social media

Action items:

- Sam will follow up with Steph about COVID-19 restrictions for programs/events
- All Council members to look up resources and compile a list

#### 6.3 Coldest Night Recap

The Youth Council's team raised \$350 for the Coldest Night fundraiser. Overall, the event in St. Marys raised \$47,000, well above the \$20,000 goal.

### 7. OTHER BUSINESS

None.

### 8. UPCOMING MEETINGS

April 9, 2021 at 4:00pm

### 9. ADJOURNMENT

**Moved By** Lauren Partridge

**Seconded By** Meghan Hymus

THAT the March 5, 2021 Youth Council meeting adjourn at 4:27 pm.

**Carried**

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Chair

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Committee Secretary

**BY-LAW 36-2021**

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

Being a By-law to authorize the signing of an agreement between the Corporation of the Town of St. Marys and Her Majesty the Queen in the right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario and related to funding provided under the 2020/2021 Dedicated Gas Tax Funds for Public Transportation program.

**WHEREAS:** The Province of Ontario provides funding on an annual basis through the Dedicated Gas Tax Funds for Public Transportation Program;

**AND WHEREAS:** The Corporation of the Town of St. Marys provides a public transportation service through St. Marys and Area Mobility Services that includes services to, and receives financial contributions from, the Township of Perth South, the Municipality of Thames Centre, and the Township of Zorra;

**AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with the Province of Ontario;

**NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;

1. That the Mayor and the Clerk are hereby authorized to execute the Letter of Agreement on behalf of the Town of St. Marys between the Corporation of the Town of St. Marys and her Majesty the Queen in the right of the Province of Ontario related to funding provided under the Dedicated Gas Tax Funds for Public Transportation Program.
2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
3. This By-law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 13<sup>th</sup> day of April 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 37-2021**

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

**Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in right of Ontario by way of Ministry of Solicitor General.**

- WHEREAS:** Through the Ministry of the Solicitor General's program Court Security and Prisoner Transportation, The Corporation of the Town of St. Marys is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and / or the costs of transporting prisoners and custodial minors between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario by way of the Ministry of the Solicitor General;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** That the Mayor and the Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Her Majesty the Queen in right of Ontario by way of the Ministry of the Solicitor General.
  - 2.** That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
  - 3.** This by-law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 13<sup>th</sup> day of April 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 38-2021**

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

**Being a By-law to authorize an encroachment agreement between The Corporation of the Town of St. Marys and Lynda Logan for 178 Ontario Street South, St. Marys, and to authorize the Mayor and Clerk to execute the Agreement.**

**WHEREAS:** The Corporation of the Town of St. Marys is the owner of the street and road allowance known as Ontario Street South in the Town of St. Marys;

**AND WHEREAS:** Lynda Logan, known as the Licensee, is the registered owner Plan 235 Lots 26 and 27 E/S, and Salina St Lots 26 & 27 W/S, St. Marys upon which is situated a building known municipally as civic number 178 Ontario Street South;

**AND WHEREAS:** The said Licensee has requested the Town to permit parts of an existing stone retaining wall which encroaches onto the Town's Lands ;

**THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

- 1.** That the Encroachment Agreement between The Corporation of the Town of St. Marys and Lynda Logan attached hereto as Appendix "A", is hereby authorized and approved.
- 2.** That the Mayor and the Clerk are hereby authorized to execute the said Agreement and any related documentation to carry out the purpose of this By-law.
- 3.** Enactment of this By-law shall be deemed to be authorization to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
- 4.** This by-law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 13<sup>th</sup> day of April 20121.**

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Mayor Al Strathdee

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Jenna McCartney, Clerk

**BY-LAW 39-2021**

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

Being a By-law to authorize an extension to an agreement between The Corporation of the Town of St. Marys and Lystek International Inc. for biosolids management and handling.

- 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 originally entered into a five-year agreement with Lystek International Inc. for the purpose of marketing, managing and handling biosolids at the Water Pollution Control Plant (the “Project”);
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement to extend the contract period for an additional five years as approved by Council on April 13, 2021;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are hereby authorized to execute an agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Lystek International Inc.
  2. That a copy of the said Agreement is attached hereto this By-law, and to affix thereto the corporate seal of The Corporation of the Town of St. Marys.
  3. This By-Law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 13<sup>th</sup> day of April 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk



**BY-LAW 40-2021**

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

**Being a By-law to authorize an agreement of purchase and sale of Part 7, South of 550 James Street South with Raezor's Inc.**

**WHEREAS:** The Corporation of the Town of St. Marys has agreed to sell to Raezor's Inc. the land legally described as Part Lot 13, Concession South Boundary Blanshard Part 7, 44R-3949, Town of St. Marys, being Part of PIN 53245-0272 LT to be split, all in the Registry Office for the Land Titles Division of Perth (No. 44);

**AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient to enter into an Agreement of Purchase and Sale with Raezor's Inc. which reflects the intent of the parties;

**NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

1. That land described as Part Lot 13, Concession South Boundary Blanshard Part 7, 44R-3949, Town of St. Marys, being Part of PIN 53245-0272 LT to be split, all in the Registry Office for the Land Titles Division of Perth (No. 44), is declared surplus to the municipal need.
2. That the CAO be delegated the authority to negotiate such changes to the Agreement of Purchase and Sale with Raezor's Inc. as may be necessary to bring the Agreement to its final form prior to signing.
3. That the Mayor and the Clerk are authorized to execute the Agreement on behalf of the Corporation of the Town of St. Marys between the Corporation of the Town of St. Marys and Raezor's Inc.
4. That a copy of the said Agreement is attached hereto and designated as Schedule "A" to this By-law, and to affix thereto the corporate seal of the Corporation of the Town of St. Marys.
5. This by-law comes into force on the final passing thereof.

**Read a first, second and third time and finally passed this 13<sup>th</sup> day of April 2021.**

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Mayor Al Strathdee

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Jenna McCartney, Clerk

**BY-LAW 41-2021**

**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 April 13, 2021.**

**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 13<sup>th</sup> day of April 2021 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 13<sup>th</sup> day of April 2021.**

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Mayor Al Stratheed

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Jenna McCartney, Clerk