



## **AGENDA**

### **Regular Council Meeting**

February 8, 2022

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 February 8, 2022 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

Public input received by the Clerks Department prior to 4:30 pm on the day of the meeting will be read aloud 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. **Rob Staffen re: Strategic Consideration**

9

#### **RECOMMENDATION**

**THAT** the delegation from Rob Staffen regarding strategic consideration be received.

## **6. ACCEPTANCE OF MINUTES**

### **6.1. Regular Council - January 25, 2022**

19

#### **RECOMMENDATION**

**THAT** the January 25, 2022 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

## **7. CORRESPONDENCE**

### **7.1. Town of Aurora re: Dissolve the Ontario Land Tribunal**

29

#### **RECOMMENDATION**

**THAT** the correspondence from the Town of Aurora regarding a request to support the dissolving of the Ontario Land Tribunal be received.

## **8. STAFF REPORTS**

### **8.1. Building and Development Services**

#### **8.1.1. DEV 06-2022 Site Plan Agreement Amendment for 752 Queen Street East**

31

#### **RECOMMENDATION**

**THAT** DEV 06-2022 Site Plan Agreement Amendment for 752 Queen Street East (North Bay Capital Investments Ltd.) be received; and

**THAT** Council consider By-law 15-2022 to approve the proposed Site Plan Agreement Amendment for 752 Queen Street East and authorize the Mayor and the Clerk to execute the Site Plan Agreement Amendment between the Town of St. Marys and North Bay Capital Investments Ltd..

### **8.2. Administration**



8.2.1.	<b>ADMIN 06-2022 Service Delivery of Commissioner of Oath</b>	72
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**RECOMMENDATION**

**THAT** ADMIN 06-2022 Service Delivery of Commissioner of Oath report be received; and

**THAT** Council direct staff to develop policy and procedures related to the commissioning of documents and the incorporation of a fee for service.

8.2.2.	<b>ADMIN 07-2022 Report Back on Refreshment Vehicles Operating on Private Property</b>	75
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**RECOMMENDATION**

**THAT** ADMIN 07-2022 Report Back on Refreshment Vehicles Operating on Private Property be received for information.

8.2.3.	<b>ADMIN 08-2022 Municipal Election Update for 2022</b>	78
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**RECOMMENDATION**

**THAT** ADMIN 08-2022 Municipal Election Update for 2022 report be received for information.

8.2.4.	<b>ADMIN 09-2022 AMO Call to Action – CN Rail and Drainage</b>	100
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**RECOMMENDATION**

**THAT** Council for the Town of St. Marys support the AMO call to action regarding CN Rail and Drainage; and

**THAT** the Clerk send a letter to CN Rail following the AMO letter template.

**8.3. Corporate Services**

**8.3.1. COR 06-2022 Adoption of 2022 Budget**

104

**RECOMMENDATION**

**THAT** COR 06-2022 Adoption of 2022 Budget report be received; and

**THAT** Council consider adopting By-law 10-2022 being a by-law to adopt the 2022 Budget and Tax Levy; and

**THAT** Council consider adopting By-law 11-2022 being a by-law to set tax ratios for prescribed property classes for municipal purposes for the year 2022; and

**THAT** Council consider adopting By-law 12-2022 being a by-law to levy the rates of taxation for the year 2022.

**8.3.2. COR 08-2022 MMP Intake 3 Agreement**

107

**RECOMMENDATION**

**THAT** COR 08-2022 MMP Intake 3 Agreement report be received;

**THAT** Council consider By-law 13-2022 authorizing the Mayor and Clerk to sign the Transfer Payment Agreement for the Municipal Modernization Program Intake 3 – Implementation stream; and

**THAT** Council consider By-law 14-2022 authorizing the Mayor and Clerk to sign the Transfer Payment Agreement for the Municipal Modernization Program Intake 3 – Review stream.

**8.4. Public Works**

**8.4.1. PW 05-2022 Amending Agreement for Product Care Association of Canada**

159

**RECOMMENDATION**

**THAT** report PW 05-2022 Amending Agreement for Product Care Association of Canada be received for information; and,

**THAT** Council authorize the Chief Administrative Officer to execute the amending agreement with Product Care Association of Canada on behalf of the Corporation.

8.4.2.	PW 06-2022 Service Agreement for Trojan Technologies	194
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**RECOMMENDATION**

**THAT** report PW 06-2022, Service Agreement for Trojan Technologies be received for information; and,

**THAT** Council authorize the Chief Administrative Officer to execute the service agreement with Trojan Technologies on behalf of the Corporation.

**9. COUNCILLOR REPORTS**

**9.1. Operational and Board Reports**

**RECOMMENDATION**

**THAT** agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.15 be received.

9.1.1.	Bluewater Recycling Association - Coun. Craigmile	211
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January 20, 2022 Highlights

9.1.2.	Library Board - Coun. Craigmile, Edney, Mayor Strathdee	
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9.1.3.	Municipal Shared Services Committee - Mayor Strathdee, Coun. Luna	
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9.1.4.	Huron Perth Public Health - Coun. Luna	226
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January 7, 2022 Minutes

9.1.5.	Spruce Lodge Board - Coun. Luna, Pridham	231
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November 17, 2021 Minutes

9.1.6.	Upper Thames River Conservation Authority	
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**9.2. Advisory and Ad-Hoc Committee Reports**

9.2.1.	Accessibility Advisory Committee - Coun. Hainer	
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9.2.2.	Business Improvement Area - Coun. Winter	235
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9.2.3.	CBHFM - Coun. Edney	
9.2.4.	Committee of Adjustment	
9.2.5.	Community Policing Advisory Committee - Coun. Winter, Mayor Strathdee	240
	January 19, 2022 Minutes	
9.2.6.	Green Committee - Coun. Pridham	244
	January 26, 2022 Minutes	
9.2.7.	Heritage Advisory Committee - Coun. Pridham	
9.2.8.	Huron Perth Healthcare Local Advisory Committee - Coun. Luna	
9.2.9.	Museum Advisory Committee - Coun. Hainer	
9.2.10.	Planning Advisory Committee - Coun. Craigmile, Hainer	
9.2.11.	Recreation and Leisure Advisory Committee - Coun. Pridham	
9.2.12.	Senior Services Advisory Committee - Coun. Winter	
9.2.13.	St. Marys Lincolns Board - Coun. Craigmile	
9.2.14.	St. Marys Cement Community Liaison Committee - Coun. Craigmile, Winter	
9.2.15.	Youth Council - Coun. Edney	249
	January 7, 2022 Minutes	

**10. EMERGENT OR UNFINISHED BUSINESS**

**11. NOTICES OF MOTION**

## 12. BY-LAWS

### RECOMMENDATION

**THAT** By-Laws 10-2022, 11-2022, 12-2022, 13-2022, 14-2022 and 15-2022 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

12.1.	By-Law 10-2022 Adopt 2022 Budget	251
12.2.	By-Law 11-2022 Tax Ratios	257
12.3.	By-Law 12-2022 Tax Rates	259
12.4.	By-Law 13-2022 Agreement with Minster of MMAH for Municipal Modernization Program Intake 3 (implementation stream)	262
12.5.	By-Law 14-2022 Agreement with Minster of MMAH for Municipal Modernization Program Intake 3 (review stream)	263
12.6.	By-Law 15-2022 Amend Site Plan Agreement with North Bay Capital Investment Ltd.	264

## 13. UPCOMING MEETINGS

\*All meetings will be live streamed to the Town's YouTube channel

February 15, 2022 - 9:00 am, Strategic Priorities Committee

February 22, 2022 - 6:00 pm, Regular Council

## 14. CLOSED SESSION

### RECOMMENDATION

**THAT** Council move into a session that is closed to the public at \_\_\_\_pm as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

14.1.	Minutes CLOSED SESSION	
14.2.	COR 07-2022 CONFIDENTIAL BIA Board Representation	

**15. RISE AND REPORT**

**RECOMMENDATION**

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

**16. CONFIRMATORY BY-LAW**

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**RECOMMENDATION**

**THAT** By-Law 16-2022, being a by-law to confirm the proceedings of February 8, 2022 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 adjourns at \_\_\_\_\_ pm.



Box 789, St. Marys, ON, N4X 1B5  
519.857.7985 Cell

January 14, 2022  
Robert Staffen

To: Town of St. Marys Council  
Re: Official Plan Update and Review

Dear Mayor Al, Members of Council and Town of St. Marys Employees

On behalf of my family, I am truly thankful for the time and effort undertaken towards achieving an updated Official Plan (OP). The focus on affordable housing was very encouraging. As part of this process, I have reviewed both the OP and the Community Improvement Plan 2021 (CIP) and provided comments that are hopefully taken under consideration by Council as suggestions from an interested party that shares the common belief in the 20 year plan that creates a meaningful legacy for future generations. My hope is that this OP and an updated CIP will create positive change for our residents, our tourists, our businesses, and our community, both now and in the future.

One of the overriding principles of the following recommendations is to enable staff to understand the objectives of the OP and CIP and hold them accountable to reach these goals. The Town of St. Marys is truly fortunate to have a loyal and dedicated group of employees under the capable leadership of CEO Brent Kittmer.

### **Town of St. Marys Official Plan**

#### **A. Process for Investment**

Overall, the Plan has shown many changes that will impact the process for investments in our community. Many positive changes were made including offering clarity, details, and insights into the many processes that make an idea/plan come to fruition in the community. However, the document becomes larger and larger each time this process is revisited making the process cumbersome for entrepreneurs/developers and staff. While it is offering more clarity, I believe there is danger in complicating the process and increasing the required costs, restrictions, and reports. In addition, I think that it is important that *the OP and the CIP contain **specific goals*** over a long-term plan. I have included three examples below.

## B. Heritage Protection 2.3 and Downtown 3.2

The number one concern I have for our community are the inconsistencies shown in the sections of Heritage Protection 2.3 and Downtown 3.2. I believe that our downtown core is **at serious risk**.

Specifically;

- 1) Section 2.3.1.2 states “To protect and enhance the Town’s Heritage resources by developing policies that ensure development and redevelopment occur in a manner that is compatible with and prevents adverse impacts on heritage resources and associated attributes”.

The problem is, development and redevelopment has been almost nonexistent for years and will likely continue to not happen due to the hurdles, scrutiny, costs and time required for any project.

- 2) In Section 2.3.2.1 it is unclear who has final approval on any Downtown projects. Is it Council or the Heritage Committee?
- 3) Section 2.3.2.4 reads that any development is restricted by conservation of cultural heritage or interest as part of redevelopment. Once again, developers are being held up by Heritage designations. Section 2.3.2.5 mentions that any assessment is done at the developers cost, which discourages redevelopment as many will walk away.
- 4) Sections 2.3.2.8 and 2.3.2.9 reads that any construction project **in its entirety**, is subject to all the conditions under the Heritage designation. Therefore, even interior construction projects are subject to review. That is an unsustainable action plan as businesses need the ability to get their businesses up and running quickly, to be flexible, and to customize to suit the needs of their business.
- 5) The Heritage Protection 2.3 section should ***state that developers be responsible for preserving the exterior fascia of the heritage designated buildings***. Period.

An excellent example where Heritage Protection is managed well is Charleston, South Carolina. Charleston is a beautiful Town with significant American Civil War history, which was founded in 1680. Their Heritage Protection plan includes ***all exterior fascias only*** and does not include any interior work. Any changes in the interior are subject to the normal building permits as any other development. In fact, numerous grants are available to the property owner to meet this requirement of the exterior fascia to help offset the significant costs to accommodate the specialized craftsmanship required to restore these ornate store fronts.

The downtown in Charleston, SC, has become the place to work, live and shop.



- 6) In our community, property taxes seem rather high for commercial spaces. In Charleston, property taxes are lowered dramatically in the downtown core for historically designated Buildings, if they complete the work on the fascia.
- 7) Our community retail environment seems to have high turnover, is struggling to keep restaurants open, and is lacking unique retailers that draw in tourism. The results in Charleston are very strong with almost every downtown building (both retail and homes) having been completely restored. Even more importantly, the downtown retail environment is thriving with unique restaurants, bars, and shopping. It reminds me of the downtown of Stratford, ON.

### **Downtown 3.2**

- 8) A disappointing fact about our downtown is that many of our Heritage Designated commercial buildings are empty and, in many cases, dilapidated or in a state of disrepair because of age and neglect.

Schedule 'A' attached shows pictures of some of these buildings. An example of a building at serious risk is the Andrews/Anstett property.

We, as a community, are partially to blame for letting this happen.

- 9) Sections 3.2.1.2, 3.2.1.3, 3.2.1.4, 3.2.1.8, 3.2.2, 3.2.3.1 appear to support new or redevelopment of downtown properties but section 3.2.3.7 (b) puts the emphasis on the Heritage Section 3.3 and may require more studies. Again, this is a deal killer; especially if it involves the interior of the building.

### **The Results/Impacts on the Downtown:**

- Empty and dilapidated buildings (see schedule 'A')
- Absent landlords
- A downtown core that lacks vibrancy to attract tourism
- Rental units on the 2<sup>nd</sup> and 3<sup>rd</sup> floors less than desirable
- The 2012 report "Heritage Conservation District Plan – Town of St. Marys" scares potential investors in downtown St. Marys
- The fair market value of our commercial properties versus that of our residential properties proves our downtown core lacks vibrancy with commercial properties often costing less than the lowest priced homes in St. Marys. For example:
  - The Anstett/Andrews building sold for \$189,000 in 2004 and for \$260,000 in 2017. The assessed value is \$185,000
  - The M&M building at 6 Water St. South sold for \$450K in June 2019
  - The Chocolate Factory at 166 Queen St. East sold for \$450k in April 2021
- Lack of developments or redevelopments
- The commercial buildings are at risk for survival, including the Andrews/Anstett Building, the Dollar store and The Grand Central Hotel Buildings, among others. The Opportunity for our Downtown are the wonderful buildings shown in **Schedule 'B'**

## Recommendations:

1. Rewrite Section 'Heritage Protection 2.3' to exclusively focus on and mandate the restoration of exterior fascias.
2. While the Heritage Committee is a critical resource for Council, they should be accountable to Council.
3. Leave the interior space to the Building Department but recognize pre-existing conditions.
4. Offer significant grants to encourage redevelopment on the exterior fascias. I have attached my comments and recommendations for the CIP (that should connect directly with the Official Plan) in Schedule 'C'.
5. Offer discounted property taxes to downtown properties that reinvest in their exterior fascias'. CIP section 6.12 addresses this opportunity. (Connect OP to CIP)
6. The Heritage Committee/Council could **set goals in the OP** (over a 20 year plan) of buildings to protect in the pursuit of their vision. For example, within 5 years have 2 properties redeveloped/renovated. Town of St. Marys staff are then held accountable.
7. Properties that continue to be in a state of disrepair or ruin because of age or neglect are fined (or taxes remain at the existing higher cost) if they are unwilling to pursue the grants as outlined above and included in the CIP.
8. Consider the potential that these rundown buildings could have on our downtown core. For example, there is an opportunity to transform the former Dollar Store downtown (image 2 in Schedule 'A') back to its former glory, as shown in an original picture from the early 1900's (image 7 in Schedule 'A').

## C. Section 3: Land Use Policies

Residential 3.1 is well written. The focus on affordable housing is important for all of us and the OP does an excellent job addressing this.

My comments are as follows:

- 1) Section 3.1.1.2, 3.1.1.6 and 3.1.2.16 is written in good faith with respect to low-income housing.
- 2) The issue is that the developments I see being built are rental units at or over \$2,000/month and the townhouse homes for sale are almost \$600,000 each. That is not affordable housing. We are lacking a solution that is addressing the issue.
- 3) 3.1.2.3 infilling, 3.1.2.3.3 to 3.1.2.8 and 3.1.2.12 for accessory apartments are great additions to the document.

## Recommendations:

- 1) Each development approved would have to have 'X' (four?) amount of low-income units. They could be financed by government grants, if any, increased development fees that fund low income housing (the better plan), at cost labour and materials by the developer and their suppliers and other ideas as shown in 3.1.2.16 as well as shown in the CIP recommendations Schedule 'C'.
- 2) This Section should include **goals as to the number of low income housing** to be built over the next 10 years, specifically written into the OP & CIP, Schedule 'C'
- 3) Donate Town of St. Marys unused land bank(s) for attainable housing.

## D. Exceptions

I am confused as to why exceptions are included in the OP. I believe that they should be shown in a new 'Appendix 1'. The OP is designed to provide insight and to provide rules and regulations for development in our community. Specific exceptions add no value to the document other than as an appendix.

## E. Highway Commercial 3.3

Highway Commercial 3.3 is another well written document. However, under the site plan, surrounding capabilities and sections 3.3.1.6 to 3.3.1.8 this section appears to be in conflict with actual practice.

For example, the Esso/McDonalds/Pet Valu site plan:

- 1) Parking is minimal
- 2) Access to Pet Valu is through a drive-thru making it difficult for deliveries and customers
- 3) The drive thru will impact traffic on Queen Street. For example, Tim Hortons' drive thru often goes out into Queen Street, yet the drive thru at the McDonalds likely allows for about 50-60% less vehicles.
- 4) Despite the drive-thru containing two lanes, this design does not offer faster drive thru experience. This fact is supported by conversations with Tim Hortons.
- 5) Personally, our Family is extremely concerned with the impact on the Golf Course with an increase in storm water from this site to Birches Creek.
- 6) The Loblaw's site plan contains a massive parking lot and underground storm water storage to slow down the impact of a significant storm.
- 7) The Loblaw's site also has approval for 10,000 sq feet of highway commercial use, is a much better location for new developments.

#### F. Recreational 3.7

Our community is truly blessed with an abundance of recreational opportunities for families. Many of these facilities are some of the best in Ontario. Examples include our trails, the Grand Trunk Walkway, the Quarry and the Canadian Baseball Hall of Fame, among others.

The Section 3.7.3.4 Active Transportation is very well written. However, I would recommend that we, as a community, **set goals in the OP for active recreation that considers the long term, 20-year plan. I recommend we consider a plan to subsidize, design and endorse the construction of a cycling path from St.Marys, through Perth South to Stratford with co-partners Perth South and the City of Stratford.** It would include our own existing trails and connect with the Stratford trails. There is a PowerPoint presentation regarding this opportunity titled 'County Wide Cycling Strategy' contact Rebecca (Perth South). The benefits of this include bringing the thriving Stratford tourism industry to St.Marys, which would benefit our community in so many ways including our downtown. An example of such a project is the G to G trail (Guelph to Goderich).

Our family would consider a significant donation/sponsorship, along with a leadership/volunteer role to such a project.

#### G. Studies, Information and other Material 7.25.3.

I hope that we, as a community, as business leaders and as town employees, truly understand that the OP is a document established to **encourage new opportunities**, for taxes, the commercial environment, and housing, etc.

The **ultimate goal is to assist developers**, not to find reasons to discourage them or turn them down; while at the same time protecting our neighbours, our environment, our transportation services, our water and sewage treatment facilities and other factors.

With the recommended changes to the OP and the CIP, we, as a community, can be seen by investors, that we are 'Open for Business'; including both industrial and residential development with specific goals for our downtown core area. In addition, we can provide a detailed action plan for affordable housing. It is also critical for Council and staff to understand that we need to have set goals with accountability and to assist investors within the confines of the OP and CIP.

On behalf of my Family, I sincerely thank you for the time you allowed me and for your efforts in the development of our new Official Plan. We are truly thankful for this community.

Sincerely,

Rob Staffen

**Schedule 'A' –Page 1**  
**Downtown Heritage Sites at Risk**



IMAGE 1:  
140 Queen Street East –Partially Empty



IMAGE 2:  
125 Queen Street East  
Empty former Dollar Store



IMAGE 3:  
135 Queen Street East - Empty



IMAGE 4:  
153 Queen Street East- ½ Empty



**Schedule 'A' –Page 2**  
**Downtown Heritage Sites at Risk**



IMAGE 5:  
Grand Central Hotel  
150-152 Queen Street East Built 1850



IMAGE 6:  
The Old Opera House 12 Water Street South



IMAGE 7:  
125 Queen Street East- Original picture (early 1900's)

## Schedule 'B'

### Stunning Downtown Heritage Building Fascias



IMAGE 9: 165 Queen Street East



IMAGE 10: 142 Queen Street East



IMAGE 11: 158 & 154 Queen Street East



IMAGE 12: 6 Water Street South



IMAGE 13: 162 Queen Street East

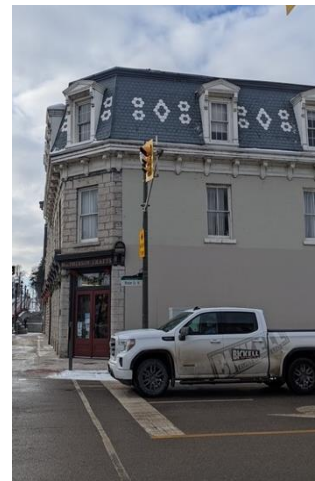


IMAGE 14: 91 Queen Street East



## **Schedule 'C'**

### **Review of the Town off St. Marys Community and Improvement Plan 2021 (CIP)**

The CIP is an excellent document; the suggestions below are to connect this document to the OP and to enable Staff to understand the objectives of the CIP and hold them accountable to reach these goals.

- A) Section 2.1 - Council should address the issue of decreasing dollar grants from a high of \$58,716 in 2017 to a low of \$6,760 in 2020.
- B) Section 4.1 - The Goal statement is good, however objectives in Section 4.2 need 'actionable results'. This is the only way Council can access performance of Staff to be held accountable for both the OP and the CIP. For example, my recommendations are:
  - 4.2.1 Review and restore. This section requires greater detail. The Goal should be that within 3-10 years - 2 downtown buildings and 2 private homes are financed by the Town Grants and completed within the first 10 years of this time period.
  - 4.2.4 One of the goals of the CIP for the downtown area is to lower the commercial tax base - not increase. The higher taxes can be focused on residential and Industrial development.
  - 4.2.6 Vacant commercial property is just a suggestion –it should read as a Goal “reduce the vacancies by 2 within the period as above.”
  - 4.2.7 Critical action of the CIP should be to 'increase the availability of attainable housing'. This should become one of the main goals of Council and Staff (see suggestions included in the OP recommendations above). Attainable Housing Goals will require money, action and tough restrictions on residential developers.
  - Simply put we, as a community, should demand four (4) attainable housing units each and every year for the next 10 years.
- C) Section 5.1 supports Section 6.2 in the OP. The OP and CIP are still inadequate for establishing attainable and defined results regarding this serious topic.
- D) Section 6.2 connects to the OP, however sections 6.2(g),(i), 6.3.2, 6.5.2, 6.6.2 and 6.7.2 allow grants that are less than adequate to really do what you hope the CIP will accomplish. For example, a fascia improvement could cost between \$50,000 and \$150,000. Will \$10,000 be enough incentive? Not likely.
- E) Sections 6.11, 6.12, 6.13 and 6.14 are excellent.
- F) Section 7.2 Administration - In business, it is critical to connect your staff/employees to accountable and attainable goals. Performance reviews should be dependent on the results. If not the results are arbitrary.
- G) Section 8.1 is excellent. I would add that a performance standard for Staff accountable to the CIP is to conduct annually one-on-one personal meetings with each and every individual property owner in the downtown core.
- H) Section 8.4 - Once the OP process is completed I would recommend a full review of the financial incentives of the CIP and substantially increase the annual grant goal to be \$250,000/yr. In addition the action plan for attainable housing is critical to our community. Not a vague, undefined promise.





## **MINUTES Regular Council**

January 25, 2022  
6:00pm  
Town Hall, Council Chambers

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

Council Regrets: Councillor Luna

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

**Conference Line**  
Richard Anderson, Director of Emergency Services / Fire Chief  
Grant Brouwer, Director of Building and Development  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
Lisa Lawrence, Director of Human Resources  
André Morin, Director of Corporate Services / Treasurer

### **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 2022-01-25-01**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Edney

**THAT** the January 25, 2022 regular Council meeting agenda be accepted as presented.

**CARRIED**

**4. PUBLIC INPUT PERIOD**

None.

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

**5.1 Mark Bell re: Request to Amend Town's Policy for Access to Facilities**

Mark Bell presented a request to Council regarding an amendment to the Town's proof of vaccination policy for access to facilities.

**Resolution 2022-01-25-02**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** the delegation from Mark Bell regarding the request to amend Town's policy for access to facilities be received.

**CARRIED**

**6. ACCEPTANCE OF MINUTES**

**6.1 Regular Council - January 11, 2022**

**Resolution 2022-01-25-03**

**Moved By** Councillor Edney

**Seconded By** Councillor Winter

**THAT** the January 11, 2022 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

**CARRIED**

**6.2 Special Council (Budget) - January 18, 2022**

**Resolution 2022-01-25-04**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Edney

**THAT** the January 18, 2022 special Council meeting minutes (budget) be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**6.3 Special Council (Public Meeting) - January 18, 2022**

**Resolution 2022-01-25-05**

**Moved By** Councillor Pridham

**Seconded By** Councillor Edney

**THAT** the January 18, 2022 special Council meeting (public meeting) minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**7. CORRESPONDENCE**

**7.1 Douglas Laycock re: Fireworks Ban**

**Resolution 2022-01-25-06**

**Moved By** Councillor Edney

**Seconded By** Councillor Winter

**THAT** the correspondence from Douglas Laycock regarding a Fireworks Ban be received.

**CARRIED**

**8. STAFF REPORTS**

**8.1 Administration**

**8.1.1 ADMIN 02-2022 January Monthly Report (Administration)**

**Resolution 2022-01-25-07**

**Moved By** Councillor Winter

**Seconded By** Councillor Pridham

**THAT** ADMIN 02-2022 January Monthly Report (Administration) be received for information.

**CARRIED**

**8.1.2 ADMIN 03-2022 Snowmobile Education and Enforcement Plan**

**Resolution 2022-01-25-08**

**Moved By** Councillor Craigmile  
**Seconded By** Councillor Pridham

**THAT** ADMIN 03-2022 Snowmobile Education and Enforcement Plan report be received for information.

**CARRIED**

## **8.2 Building and Development Services**

### **8.2.1 DEV 02-2022 January Monthly Report (Building and Development)**

**Resolution 2022-01-25-09**

**Moved By** Councillor Edney  
**Seconded By** Councillor Craigmile

**THAT** DEV 02-2022 January Monthly Report (Building and Development) be received for information.

**CARRIED**

### **8.2.2 DEV 01-2022 Site Plan Agreement for 488 Water Street South (Kirkton Veterinary Professional Corporation)**

**Resolution 2022-01-25-10**

**Moved By** Councillor Edney  
**Seconded By** Councillor Winter

**THAT** DEV 01-2022 Site Plan Agreement for 488 Water Street South (Kirkton Veterinary Professional Corporation) report be received; and

**THAT** Council consider By-law 04-2022 and authorize the Mayor and Clerk to sign a sign a Site Plan Agreement between the Town of St. Marys and Kirkton Veterinary Professional Corporation.

**CARRIED**

### **8.2.3 DEV 04-2022 - Part Lot Control Application Registered Plan 44M-79, Thames Crest Farms Subdivision Block 46 – Bickell Built Homes Ltd.**

**Resolution 2022-01-25-11**

**Moved By** Councillor Winter

**Seconded By** Councillor Pridham

**THAT** DEV 04-2022 regarding the Application for Part Lot Control for Block 46 of the Thames Crest Farms subdivision be received; and

**THAT** Council consider By-law 07-2022 affecting Block 46, Registered Plan No. 44M-79 for a one-year period, ending January 25, 2023.

**CARRIED**

#### **8.2.4 DEV 05-2022 Tree Compensation Policy**

**Resolution 2022-01-25-12**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** DEV 05-2022 Tree Compensation Policy be received; and

**THAT** the Town adopt the Tree Compensation standards as outlined in DEV 05-2022; and

**THAT** staff report back with a formal Tree Compensation Policy to be applied to building and development projects.

**CARRIED**

### **8.3 Community Services**

#### **8.3.1 DCS 01-2022 January Monthly Report (Community Services)**

**Resolution 2022-01-25-13**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** DCS 01-2022 Monthly Report (Community Services) be received for information.

**CARRIED**

### **8.4 Corporate Services**

#### **8.4.1 COR 03-2022 January Monthly Report (Corporate Services)**

**Resolution 2022-01-25-14**

**Moved By** Councillor Winter  
**Seconded By** Councillor Edney

**THAT** COR 03-2022 January Monthly Report (Corporate Services) be received for information.

**CARRIED**

#### **8.4.2 COR 02-2022 Access to Recreation Policy**

**Resolution 2022-01-25-15**

**Moved By** Councillor Edney  
**Seconded By** Councillor Pridham

**THAT** COR 02-2022 Access to Recreation Policy report be received; and

**THAT** Council approve the Access to Recreation Grant Policy.

**CARRIED**

#### **8.4.3 COR 04-2022 Interim Tax Levy By-law**

**Resolution 2022-01-25-16**

**Moved By** Councillor Winter  
**Seconded By** Councillor Pridham

**THAT** COR 04-2022 Interim Tax Levy By-law report be received; and

**THAT** Council consider By-law 05-2022 to authorize the collection of the interim property taxes for 2022.

**CARRIED**

#### **8.4.4 COR 05-2022 Temporary Borrowing By-law**

**Resolution 2022-01-25-17**

**Moved By** Councillor Craigmile  
**Seconded By** Councillor Edney

**THAT** COR 05-2022 Temporary Borrowing By-law report be received; and

**THAT** Council consider By-law 06-2022 authorizing temporary borrowing for the Town.

**CARRIED**

**8.5 Fire and Emergency Services**

**8.5.1 FD 01-2022 January Monthly Report (Emergency Services)**

**Resolution 2022-01-25-18**

**Moved By** Councillor Edney

**Seconded By** Councillor Winter

**THAT** FD 01-2022 January Monthly Report (Emergency Services) be received for information.

**CARRIED**

**8.6 Human Resources**

**8.6.1 HR 01-2022 January Monthly Report (Human Resources)**

**Resolution 2022-01-25-19**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Edney

**THAT** HR 01-2022 January Monthly Report (Human Resources) be received for information.

**CARRIED**

**8.7 Public Works**

**8.7.1 PW 03-2022 January Monthly Report (Public Works)**

**Resolution 2022-01-25-20**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** PW 03-2022 January Monthly Report (Public Works) be received for information.

**CARRIED**

**8.7.2 PW 01-2022 Award for RFT-PW-16-2021 Pruning, Removal and Disposal of Trees**

**Resolution 2022-01-25-21**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** PW 01-2022 Award for RFT-PW-16-2021 Pruning, Removal and Disposal of Trees report be received; and,

**THAT** the procurement for RFT-PW-16-2021 Pruning, Removal and Disposal of Trees be awarded to Davey Tree Expert Co. of Canada, Limited for the bid unit prices provided in Table 2. Bid Unit Prices of this report; and,

**THAT** Council consider By-Law 08-2022 and authorize the Mayor and the Clerk to sign the associated agreement.

**CARRIED**

**9. EMERGENT OR UNFINISHED BUSINESS**

None.

**10. NOTICES OF MOTION**

None.

**11. BY-LAWS**

**Resolution 2022-01-25-22**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Winter

**THAT** By-Laws 04-2022, 05-2022, 06-2022, 07-2022, 08-2022 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 04-2022 Site Plan Agreement with Kirkton Veterinary Professional Corp. for 488 Water Street South**

**11.2 By-Law 05-2022 Interim Tax Levy**

**11.3 By-Law 06-2022 Temporary Borrowing**

**11.4 By-Law 07-2022 Part Lot Control Exemption Block 46 44M-79 (Bickell)**

**11.5 By-Law 08-2022 Agreement with Davey Tree Expert Co. of Canada Ltd.**



## **12. UPCOMING MEETINGS**

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

Council took a brief break at 8:17 pm.

Mayor Strathdee called the meeting back to order at 8:30 pm.

## **13. CLOSED SESSION**

### **Resolution 2022-01-25-23**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** Council move into a session that is closed to the public at 8:30 pm as authorized under the *Municipal Act*, Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board, and (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

**CARRIED**

### **13.1 Minutes CLOSED SESSION**

### **13.2 ADMIN 04-2022 CONFIDENTIAL Update on Employee Relations Matter**

### **13.3 ADMIN 05-2022 CONFIDENTIAL Request to Purchase Town Owned Lands**

## **14. RISE AND REPORT**

### **Resolution 2022-01-25-24**

**Moved By** Councillor Edney

**Seconded By** Councillor Winter

**THAT** Council rise from a closed session at 9:11 pm.

**CARRIED**

Mayor Strathdee reported that a closed session was held with two matters being discussed as presented on the agenda. Staff were given direction in closed session related to the request to purchase Town owned lands.

There is nothing further to report at this time.

## **15. CONFIRMATORY BY-LAW**

**Resolution 2022-01-25-25**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** By-Law 09-2022, being a by-law to confirm the proceedings of January 25, 2022 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 2022-01-25-26**

**Moved By** Councillor Pridham

**Seconded By** Councillor Edney

**THAT** this regular meeting of Council adjourns at 9:13 pm.

**CARRIED**

---

Al Stratthdee, Mayor

---

Jenna McCartney, Clerk

From: "Mrakas, Tom" <[TMrakas@aurora.ca](mailto:TMrakas@aurora.ca)>  
Date: 2022-01-21 10:40 (GMT-05:00)  
Subject: Dissolve the OLT (Ontario Land Tribunal)

[EXTERNAL]

Good day fellow elected official,

Successive provincial governments of all political stripes have failed to have due regard for municipal authority in local land use planning decisions. As a result, rather than approving much needed housing units, municipalities instead have spent decades mired in the red tape of costly, time consuming appeals hearings spending millions of taxpayer dollars defending Council decisions to uphold provincially approved Official Plans.

With delay upon delay, nothing gets built and the hope of developing the “missing middle” of housing looks at this stage, to be merely a pipe dream.

We are witnessing a crisis in attainable housing; a crisis fueled in part by a land use planning appeals process that supplants the rights of local municipalities to uphold their own provincially approved Official Plans with the power of an unelected, unaccountable third party – the OLT - to determine “good planning outcomes” for our communities.

If municipalities had the authority to enforce their provincially approved Official Plans, then thousands of units of housing could be built in York Region alone without any further delay.

To address the very real need for a diversity of attainable housing in communities across our province, we need to eliminate one of the key barriers to its realization – the Ontario Land Tribunal.

I have attached a Motion that I would respectfully ask you to put forward at your council.

This Motion requests the Government of Ontario to dissolve the OLT and recognize the authority of municipal councils in local land use planning decisions.

Please consider adding this Motion to your Council agendas. It is imperative that collectively our voices are heard. Local governments should have the authority to exercise greater control over planning matters in their own communities. By working together, we can build a positive future for all Ontarians.

*Whereas Municipalities across this province collectively spend millions of dollars of taxpayer money and municipal resources developing Official Plans that meet current Provincial Planning Policy; and*

*Whereas an Official Plan is developed through months of public consultation to ensure, “that future planning and development will meet the specific needs of (our) community”; and*

*Whereas our Official Plan includes zoning provisions that encourage development of the “missing middle” or “gentle density” to meet the need for attainable housing in our community; and*

*Whereas our Official Plan is ultimately approved by the province; and*

*Whereas it is within the legislative purview of Municipal Council to approve Official Plan amendments or Zoning By-law changes that better the community or fit within the vision of the (Your Municipality) Official Plan; and*

*Whereas it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community or do not fit within the vision of the (Your Municipality) Official Plan; and*

*Whereas municipal planning decisions may be appealed to the Ontario Land Tribunal (OLT; formerly the Ontario Municipal Board or “OMB”), an unelected, appointed body that is not accountable to the residents of (Your Municipality); and*

*Whereas the OLT has the authority to make a final decision on planning matters based on a “best planning outcome” and not whether the proposed development is in compliance with municipal Official Plans and Provincial Planning Policy; and*

*Whereas all decisions—save planning decisions—made by Municipal Council are only subject to appeal by judicial review and such appeals are limited to questions of law and or process; and*

*Whereas Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans; and*

*Whereas towns and cities across this Province are repeatedly forced to spend millions of dollars defending Official Plans that have already been approved by the province in expensive, time consuming and ultimately futile OLT hearings; and*

*Whereas lengthy, costly OLT hearings act as a barrier to the development of attainable housing;*

- 1. Now Therefore Be It Hereby Resolved That (Your Municipality) requests the Government of Ontario to dissolve the OLT immediately thereby eliminating one of the most significant sources of red tape delaying the development of more attainable housing in Ontario; and*
- 2. Be It Further Resolved That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Leader of the Opposition, the Leaders of the Liberal and Green Party, all MPPs in the Province of Ontario; the Large Urban Mayors’ Caucus of Ontario, the Small Urban GTHA Mayors and Regional Chairs of Ontario; and*
- 3. Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.*

Regards,  
Tom Mrakas  
Mayor Town of Aurora

# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Grant Brouwer, Director of Building and Development
<b>Date of Meeting:</b>	8 February 2022
<b>Subject:</b>	<b>DEV 06-2022 Site Plan Agreement Amendment for 752 Queen Street East (North Bay Capital Investments Ltd.)</b>

## PURPOSE

The purpose of this report is to amend the existing Site Plan Agreement for 752 Queen Street, repealing Drawings 1 and 2 of Schedule A, and adding Drawings 5, 6, and 7 to Schedule A of the Agreement while also requiring the Owner to provide additional securities to the Town of St. Marys.

## RECOMMENDATION

**THAT** DEV 06-2022 Site Plan Agreement Amendment for 752 Queen Street East (North Bay Capital Investments Ltd.) be received; and

**THAT** Council consider By-law 15-2022 to approve the proposed Site Plan Agreement Amendment for 752 Queen Street East and authorize the Mayor and the Clerk to execute the Site Plan Agreement Amendment between the Town of St. Marys and North Bay Capital Investments Ltd..

## BACKGROUND



Section 41 of the *Planning Act* provides municipalities with the authority to require and approve plans and other supporting information/studies prior to development proceeding. In accordance with Section 41(2) of the *Act*, the Town passed By-law 111-2019 to designate all of St. Marys as a site plan control area.

752 Queen Street East is located on the south side of Queen Street East, between Cain Street to the west and Industrial Road to the east. The property is approximately 3.59 hectares in size with 150 metres of frontage along Queen Street East.

The property is designated “Highway Commercial” and “General Industrial” in the Town of St. Marys Official Plan and is zoned “Highway Commercial (C3-5)”, Light Industrial Zone (M1)”, “Flood Plain Zone (FP-C3-5), and “Flood Plain Zone (FP-M1) in the Town of St. Marys Zoning By-law Z1-1997, as amended.

In 2014, the Town of St. Marys Council passed By-law 7 of 2014 authorizing the Mayor and Clerk to execute a site plan agreement between the Town of St. Marys and 2384612 Ontario Inc. for 752 Queen Street East. The agreement authorized the construction of a gas station with a convenience store and refreshment business.

North Bay Capital Investments Ltd. submitted a site plan pre-consultation request to the Town in January of 2020 and submitted a formal application in August of 2020 for the purpose of further developing 752 Queen Street East in St. Marys. On October 13, 2020, the Town of St. Marys Council repealed By-law 7 of 2014 and considered and approved a Site Plan Agreement for 752 Queen Street East by by-law 87-2020. The Site Plan Agreement includes the following details:

- A 368m<sup>2</sup> addition to the existing building (Building A) for a restaurant with a drive thru that includes queuing for 15 vehicles
- Construction of 388m<sup>2</sup> "Building B" for a commercial enterprise
- Construction of a car wash to the rear of Building A that includes queueing for five vehicles, and a vacuum area
- Throughout the site there is a total of 67 parking spaces, inclusive of 2 accessible parking spaces
- An erosion hazard limit (6m) setback has been established to separate the development areas from the erosion hazard limit. The Upper Thames River Conservation Authority have provided correspondence indicating that the development is permitted.
- No development being proposed at this time for the area zoned "Light Industrial (M1)" other than a storm water management pond

Upon approval of the Site Plan Agreement, the "-H" symbol was removed from the property.

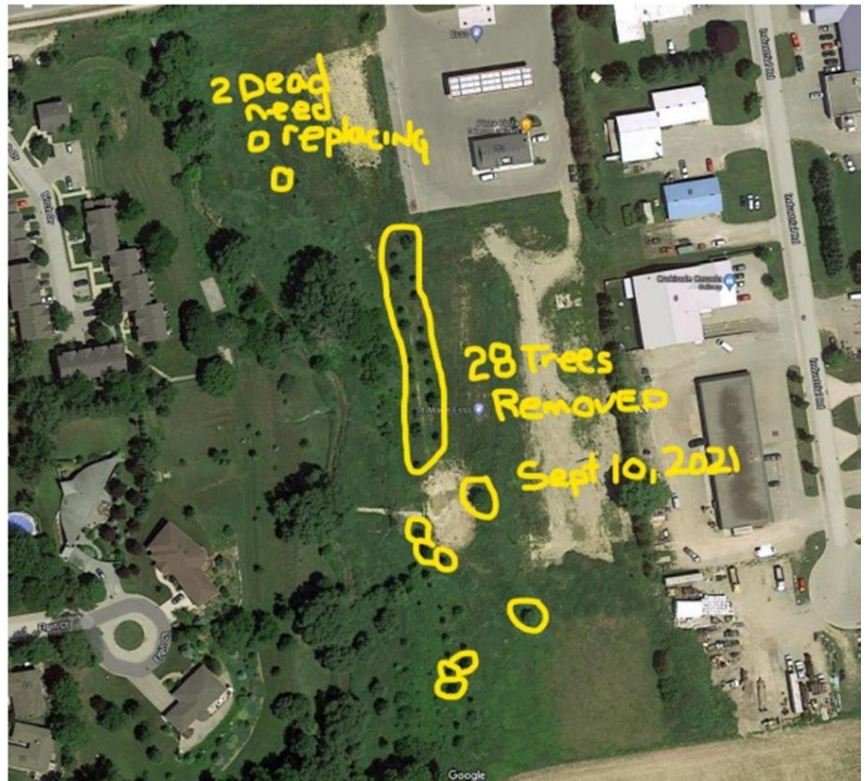
In June 2021, the Town staff were notified that during construction twenty-eight (28) mature trees had been removed from the site. Such action is in contravention of the Site Plan Agreement.

Condition 1(g) of the site plan agreement reads as follows:

*That landscaping shall be provided in accordance with the drawings attached hereto as part of Schedule "A". All landscape materials shall be maintained by the Owner on an ongoing basis; and,*

Conditions 1(m) of the site plan agreement reads as follows:

*That the ravine buffer planning and existing trees shall be provided in accordance with drawings attached hereto as part of Schedule "A". During construction, the Owner shall provide protection for the existing trees on Town and private property.*



On June 7, 2021 Town staff contacted the Property Owner noting that the Property Owner will be required to replace any trees that have been removed, and that prior to removing any other trees from the site they are required to consult with the Town.

On September 7, 2021, an additional four (4) trees were removed from the Site without approval from the Town, Town staff requested that the Owner provide a replanting proposal that indicates the number



of trees being replanted, species and size of the trees along with the location of the trees and expected replanting timeline, furthermore, Town staff advised that the trees will need be planted “in a location to create the continuous buffer, if you are unable to complete the continuous buffer, you will need to add more trees to ensure that it is continuous”.

On September 19, 2021, the Owner submitted a tree replanting plan, committing to replanting four 15' Blue Spruces along the erosion hazard limit line with two on each side of the emergency overland flow route. The trees as detailed in the September 19 replanting plan were planted on September 21, 2021.

On October 26, 2021, Town staff held a virtual meeting with the Owner to discuss the addition of a permitted use on the subject property. Town staff reminded the Owner that the removal of 28 trees needed to be addressed. On November 1, 2021, the Owner informed Town staff that they had retained a Landscape Architect to prepare a revised landscape plan and replanting report.

On November 16, 2021, the Owner submitted a replanting plan to address the removals that took place in June. The intent of the replanting plan was to mitigate the effects of tree removals during construction. Town staff were not satisfied with the level of proposed compensation for the removed trees which was essentially a proposed ratio of 1 tree planted for each tree removed (1:1). Given the number and location of trees removed and in consideration of the Town's replacement policy for public lands, it was staff's opinion that the Town require a replanting plan based on a ration of 3:1 (i.e., 3 trees to be replanted for each tree removed).

A Planning Advisory Committee (PAC) meeting was held on December 6, 2021, PAC reviewed the Zoning By-law Amendment Application for the subject property, the amendment being to add a pet food and pet supplies sales, pet grooming and washing, and pet adoptions as permitted uses in the C3-5 Zone. The November 16, 2021 replanting plan was appended to the staff report.

Leading up to the meeting two pieces of correspondence were received from the residents of 2 Elgin Court and 3 Elgin Court, both properties back onto 752 Queen Street East. The residents expressed their concern regarding the unauthorized removal of 28 trees and requested that the trees be replaced to ensure immediate protection from vehicle lights and noise. The residents noted that the proposed replanting plan is inadequate. Such concerns were also verbalized at the Planning Advisory Committee meeting.

The Committee was of the consensus that the November 16, 2021 replanting plan was insufficient and made the following recommendation:

***Moved By Councillor Craigmile***

***Seconded By Susan McMaster***

***THAT DEV 53-2021 Application for Zoning By-law Amendment (Z05-2021) by North Bay Capital Investments Ltd. for 752 Queen Street East be received; and,***

***THAT Planning Advisory Committee recommends that the Applicant provide:***

- *An additional planning justification report to show conformity with the Official Plan, including additional information as to why the proposed businesses/uses could not locate in the downtown; and,*
- *A revised replanting plan to the satisfaction of the Town, residents, and UTRCA staff, and,*

***THAT a Planning Advisory Committee meeting be arranged once those items become available.***

***Carried***

Direction was provided to the Owner to amend the tree replacement strategy giving due consideration to the comments made by the Planning Advisory Committee, the neighbouring properties and Town

staff. Throughout December there was correspondence between the Owner and Town staff regarding these matters. As the file continued to develop, the neighbouring properties were kept apprised of the application status via email, telephone conversations and in person visits.

## REPORT

### Tree Replacement and Screening Proposal

Taking into consideration the comments made by the Planning Advisory Committee, the residents of 2 Elgin Court, 3 Elgin Court, and 9 Hillside Court, and Town Staff, the Owner provided a second draft of the tree replacement strategy to the Town on January 14, 2022. Town staff completed an internal review of the strategy and provided a list of comments to be addressed in the next submission.



On January 20, 2022, a third draft of the tree replacement strategy was provided to the Town, with hard copies being provided to the residents of 2 Elgin Court, 3 Elgin Court. On January 20, 2022, a virtual meeting was held between the Owner's Agent, Town Staff and the residents of 2 Elgin Court, 3 Elgin Court and 9 Hillside Court to discuss the proposed strategy. Discussion highlights include:

- The height and proposed locations for the trees;
- Buffering with respect to fencing;
- Placement of excess soils;
- Noise concerns as it relates to the proposed car wash facility;
- The permitted uses for the M1 Zone; and,
- How the Developer will be held accountable, and how this issue can be mitigated in the future.

On January 27, 2022, the Owner submitted a fourth draft of the tree replacement strategy, a Noise Study Addendum and an enhanced fencing plan. Upon review, Town staff have determined that the



submission substantially addresses the concerns of all parties involved. At the time of writing this report comments have not been received from the Upper Thames River Conservation Authority.

The Owner is proposing the following with respect to trees and buffering:

- The updated Landscaping Plan includes a 3:1 Tree Replanting (Compensation) ratio for the subject lands, for a total of 108 trees.
  - 37 Specimen trees ranging in height from 10 to 14 feet at the time of installation (generally located in proximity to the commercial buildings and will provide an immediate visual barrier). These trees will be replanted at an elevation approximately 2 metres (6.5 feet) higher than the previous trees.
- A range of plantings, both in tree and shrub form have been added around the stormwater management pond compared to the original plan. These plantings will screen and naturalize this area.
- The trees that have died in the erosion hazard limit abutting Building B will be replaced when the other proposed trees are installed.
- A landscaping maintenance plan has been provided to ensure the livelihood of the tree.
- The excess soil currently on site will be scattered through the landscaping/tree planting areas, with excess soils related to the easterly side of the property.
- Installation of all planting will commence in Spring 2022, subject to product availability and favourable weather conditions.

The 2020 Noise Impact Study recommended that an addendum be issued once detail design data becomes available to ensure the accuracy of the initial study. The Owner submitted a Noise Addendum on January 14, 2021. The Noise addendum concludes that the predicted noise impacts from the site, are less than the applicable limits listed in the Ontario Ministry of Environment (“MOE”) Environmental Noise Guideline, NPC-300. An updated copy of the sounds study can be found here, <https://www.townofstmarys.com/en/current-planning---development-applications.aspx> under the 752 Queen St E, drop down menu. Please note that car wash operations will be limited to daytime hours only (7:00 – 19:00), and the car wash facility will be operated to ensure that during a wash/dry cycle both the entry door and exit door will never be open at the same time. This will ensure there is no tunnelling of noise from the facility during the operation.

However, given the concerns raised by residents at the virtual meeting, the Owner has also agreed to construct additional fencing to address both visual and noise screening concerns:

- A 1.8 meter (6 feet) high board on board wooden screening fence approximately 21m in length constructed parallel to the restaurant drive through facility/order board. (This fence is being constructed as a gesture of good faith by the developer, was not required in the original approved site plan, and is not required in the Noise Study nor the Addendum)
- A 2.5 meter (8.2 feet) high board on board wooden screening fence approximately 30m in length constructed between the restaurant drive-through facility/windows and the future car wash facility. (This fence is being constructed as a gesture of good faith by the developer as it was not required in the original approved site plan and is not required in the Noise Study nor the Addendum)
- A 1.8 meter (6 feet) high L-shaped board on board wooden screening fence approximately 14m in length constructed on top of the retaining wall to the southwest of the future car wash facility. The purpose of this fence is to provide additional screening from vehicle headlights while using the car wash facility. (This fence is being constructed as a gesture of good faith by

the developer as it was not required in the original approved site plan and is not required in the Noise Study nor the Addendum)

- Two 2 metres (6.5 feet) high L-shaped noise barriers next to the vacuum units (required by the Noise Study and the Addendum).

Overall, the replanting proposal and construction of additional screening substantially addresses concerns related to tree removal and screening requirements. During construction, 32 trees were removed, with 4 having been replaced in September. The Owner is committed to replacing those trees while also intensifying on-site tree coverage by planting 108 trees. Said trees will range in size and age. Furthermore, the Owner is proposing to provide additional screening with the inclusion of additional fences. Given the above, it is staff's recommendation that Council accept the Owner's tree replacement strategy and replace the existing Landscape Plans.

To ensure the Owner carries out the replanting, the Owner shall provide a security deposit that equals 50% of the cost to execute the replanting strategy, the amount owing being \$34,761.00 in addition to the \$20,000 that we have already collected. The security deposit will be released once the replanting strategy has been completed, and a sign off from the Landscape Architect has been received.

#### Amending the Site Plan Agreement

The tree replacement strategy deviates from drawings included in the approved Site Plan Agreement for 752 Queen Street East, and therefore an amending agreement is required. Given the scope of the amendment, it is considered a major amendment and requires Council approval.

Staff are recommending the following items be included in the amending agreement:

- That the following Schedule A drawings be repealed:
  - Drawing "1" – Site Plan Phase I (SP01) prepared by blueprint2build dated January 21, 2020 and revised on September 17, 2020; and,
  - Drawing "2" – Landscape Plan (LP01) prepared by blueprint2build dated January 21, 2020.
- That the following drawings be added to Schedule A:
  - Drawing "5" – Site Plan Phase 1 (SP01) prepared by blueprint2build dated January 21, 2020 and revised on May 4, 2021; and,
  - Drawing "6" – Replanting Strategy (TRS-01) prepared by blueprint2build dated January 14, 2022; and,
  - Drawing "7" – Replanting Strategy Details & Notes prepared by blueprint2build dated January 19, 2022.
- That the Owner provide an additional security deposit in the amount of \$34,761.00 to ensure the revised Landscape Plans are executed to the detail provided in the amended drawings.

Please note that the original Site Plan Agreement, the proposed drawings and amending agreement have been appended to this report.

## **FINANCIAL IMPLICATIONS**

As per the Site Plan Agreement, the Owner provided securities in the amount of \$20,000 at time of building permit, said funds will be retained, and the Owner shall provide an additional \$34,761.00 prior to signing the amended site plan agreement.

Account Number	Security Purpose	Amount
01-0100-2300	General Security	\$15,000.00

01-0100-2300	Landscape Security	\$5,000.00
01-0100-2300	Replanting Strategy Security	\$34,761.00
<b>Total Securities</b>		<b>\$54,761.00</b>

The funds will be released once the Owner completes all activities described in the Site Plan Agreement, and the Amending Site Plan Agreement. Should those activities not be completed, the Town has authority to complete the works using the security deposit.

## SUMMARY

The Owners of 752 Queen Street East contravened the Site Plan Agreement, removing thirty-two (32) trees from the site. In response to the concerns expressed by neighbouring residents, the Planning Advisory Committee and Town staff, a replanting strategy has been provided to replace and enhance the tree canopy, while also committing to additional screening measures to mitigate light and sound exposure from the site. An amending agreement is being proposed to Council to finalize the above commitments, to ensure the Owner complies with the amending agreement that Town will require a security deposit in the amount of 34,761.00.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

Residents of 2 Elgin Court, and 3 Elgin Court

Upper Thames River Conservation Authority

Jason Silcox, Building Inspector

Mark Stone, Town Planner

Morgan Dykstra, Public Works and Planning Coordinator

## ATTACHMENTS

Attachment A: 752 Queen Street East – Site Plan Agreement – October 13 2020

Attachment B: 752 Queen Street East – Site Plan Agreement Amendment Letter

Attachment C: 752 Queen Street East – “Drawing 5” Updated Site Plan

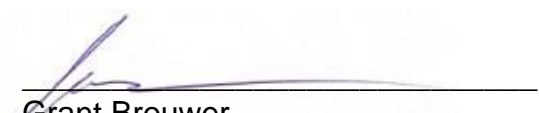
Attachment D: 752 Queen Street East – “Drawing 6” Replanting Strategy

Attachment E: 752 Queen Street East – “Drawing 7” Replanting Strategy Details and Notes

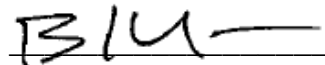
Attachment F: 752 Queen Street East – Site Plan Agreement Amendment

## REVIEWED BY

### Recommended by the Department

  
 Grant Brouwer  
 Director of Building and Development

**Recommended by the CAO**

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

Brent Kittmer

Chief Administrative Officer

# Attachment A: Site Plan Agreement - October 13, 2020

AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT, R.S.O. 1990

THIS AGREEMENT made this 13<sup>th</sup> day of October, 2020.

BETWEEN:

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

(Hereinafter called the "Town")

OF THE FIRST PART

AND:

**NORTH BAY CAPITAL INVESTMENT LTD.**

(Hereinafter called the "Owner")

OF THE SECOND PART

**WHEREAS** the Owner is the owner of the lands described as Part Lot 18 Concession 19 Blanshard as in R280137; Except Parts 1 to 18 Inclusive 44R2621; Except Part 1 44R2177; Except Part 1 44R5309; Subject to R234813, R95953; together with an easement over Part 1 as in PC139308 in the Town of St. Marys, County of Perth being all of PIN 53252-0478 (LT) all in Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the "Lands")

**AND WHEREAS** the Town has imposed the provisions of Section 41 of the Planning Act, R.S.O. 1990 in respect to the land;

**AND WHEREAS** this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in Subsection 4 of Section 41 of the Planning Act, R.S.O. 1990;

**AND WHEREAS** this Agreement shall be registered against “the lands” to this Agreement and the Town is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land, in accordance with subsection 10 of Section 41 of the Planning Act, R.S.O. 1990;

**NOW THEREFORE WITNESSETH** that for the sum of TWO DOLLARS (\$2.00) paid to the Town by the Owner (receipt whereof is hereby acknowledged), and in consideration of the Town approving the plans and drawings for the development of “the lands”, the Owner covenants and agrees with the Town to provide, to the satisfaction of and at no expense to the Town, the following:

1. The Owner Agrees:

- a. That all existing buildings and structures and buildings and structures to be erected on the Lands shall be located in accordance with the building locations as shown on the Site Plan attached hereto as part of Schedule “A”;
- b. That if required, private utility services including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances, as shown on the drawings attached hereto as part of Schedule “A”, shall be maintained by the Owner at its expense on an ongoing basis;
- c. That, if required, all municipal utility services to the property line including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and



appurtenances shall be installed under the authority and supervision of the Town of St. Marys. Utility service installations shall be facilitated by the Town, at the request of the proponent. The proponent shall be responsible for any and all costs associated with the required utility services. Utility services shall be installed and maintained in accordance with the drawings attached hereto as part of Schedule "A";

- d. That all necessary provisions for any service connections of the Lands shall be made to the satisfaction of the Town;
- e. That access to and from the Lands shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on the drawings attached hereto as Schedule "A";
- f. That the internal driveways, vehicle parking areas, vehicle maneuvering areas and pedestrian walkways shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on the drawings attached hereto as part of Schedule "A";
- g. That landscaping shall be provided in accordance with the drawings attached hereto as part of Schedule "A". All landscape materials shall be maintained by the Owner on an ongoing basis;
- h. That erosion and sediment controls shall be provided for the site during construction to the satisfaction of the Town;

- i. That final grades and elevations shall be established to the satisfaction of the Town and shall be in accordance with the drawings attached hereto as part of Schedule "A";
- j. That all lighting facilities to be used and/or provided shall be as shown on the drawings attached hereto as part of Schedule "A" and shall be of a type, location, height, intensity and design to ensure illumination shall not flare onto any adjacent or abutting properties and further to this shall be suitably located and deflected in order to prevent negative impacts on abutting or adjacent properties;
- k. That all hydro cables be located underground on the Lands;
- l. That snow storage shall be on the property as shown on the drawings attached hereto as part of Schedule "A";
- m. That the ravine buffer planting and existing trees shall be provided in accordance with drawings attached hereto as part of Schedule "A".  
During construction, the Owner shall provide protection for the existing trees on Town and private property.
- n. That the development on the Lands including but not limited to driveways, buildings, structures, paved areas, landscaping and lot grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;
- o. That any and all development on the Lands shall be to Town standards and the provisions of the Town's Zoning By-law in effect at the time of development;



- p. That all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town's Zoning By-law Z1-1997, as amended.

2. The Owner further agrees:

- a. That the fuel pumps, underground fuel tanks and related appurtenances as shown in the drawings attached hereto as part of Schedule "A" shall be operated and maintained in accordance with all applicable laws and guidelines, including without limitation the:
- i. *Technical Standards and Safety Act*, 2000, S.O. 2000, c. 16, as amended and all regulations made thereunder;
  - ii. *Environmental Protection Act*, R.S.O. 1990 c. E.19, as amended and all regulations made thereunder;
  - iii. *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40 as amended and all regulations made thereunder;
  - iv. *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, as amended and all regulations made thereunder, including without limitation O.Reg. 213/07 (Fire Code);
  - v. *Building Code Act*, 1992, S.O. 1992, c.23, as amended and all regulations made thereunder, including O.Reg. 332/12 (Building Code); and,
  - vi. National Fire Protection Association Codes, Standards and Guidelines;
- b. Any fuel dispenser on the Lands shall be located not less than:
- i. Three (3) metres from a property line;

- ii. Three (3) metres from any highway as defined in the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended;
  - iii. Four and a half (4.5) metres from any opening in a building; and,
  - iv. One (1) metre from a building
- 3. Schedule "A" consists of the following drawings:
  - a. Site Plan Phase 1 (SP01) prepared by blueprint2build dated January 21, 2020 and revised on September 17, 2020;
  - b. Landscape Plan (LP01) prepared by blueprint2build dated January 21, 2020;
  - c. Site Grading Plan North Part (C02.1) prepared by blueprint2build dated March 24, 2020 and revised on August 24, 2020; and
  - d. Site Grading Plan South Part (C02.2) prepared by blueprint2build dated March 24, 2020 and revised on July 10, 2020.
- 4. Schedule "A", as described in paragraph 3 above and attached hereto shall form part of this Agreement.
- 5. The Owner shall enter into a separate agreement for electricity with Festival Hydro Inc.
- 6. Entrances to buildings shall be kept clear of any obstructions including snow accumulation at the responsibility of the Owner.
- 7. The Owner shall be responsible for the cost of any signage and the installation of said signage required for this site.
- 8. The Owner agrees that the abutting street to be used for access during construction shall be kept in good and usable condition during the said construction and all necessary care will be taken to see that mud and soil is

not tracked or pulled onto any public street or sidewalks. If damaged or muddied, such streets or sidewalks shall be restored and/or cleaned up by the Owner at his own expense. The Owner acknowledges that they have the responsibility to correct or clean muddied streets used for access during construction. If the Owner fails to complete said work, then the provision of paragraph 13 of this Agreement shall apply.

9. The Owner shall keep on file at all times a maintenance manual and annual maintenance logs for the on-site oil/grit separator that shall be available to be inspected at any time by the Town or by the Upper Thames River Conservation Authority.
10. Minor adjustments to the requirements of this Site Plan Agreement may be made subject to the approval of the Town provided that the spirit and intent of the Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Town is required before such minor adjustments can be made.
11. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.
12. Any development on the property beyond that outlined in this Agreement and on the attached Schedule "A" shall require a further Site Plan Agreement between the Owner and the Town for said development.
13. In the event of the failure by the Owner to comply with any of the provisions of this Agreement, the Town, its servants or agents, on seven (7) days' notice in

writing to the Owner of its intention and forthwith if the failure is deemed an emergency, or poses a risk to the safety of the public or environment, the Town shall rectify the issue without seven (7) days notice and shall recover the expense incurred by the Town in a like manner as municipal taxes.

14. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner's architect provides a certificate to the Town that the conditions of this Agreement have been completed and any damaged public services have been repaired to the satisfaction of the Town.

Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars (\$5,000.00) for landscaping as outlined in this Agreement and as shown on the drawings attached hereto as Schedule "A".

The security deposit shall be refunded without interest or penalty when the Owner's landscape architect or engineer provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

15. If any notice is required to be given by the Town to the Owner in respect to this Agreement, such notice shall be sent by registered mail, registered courier or delivered personally by the Town employee or its agent to:



North Bay Capital Investments Ltd.

146 Bellagio Ave

Hannon, ON LOR 1P0

Or to such addresses of which the Owner has notified the Town in writing, and any such notice mailed, sent or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

16. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

17. This Agreement supersedes any previous Site Plan Agreements for the subject property.

18. This Agreement shall be registered against the Lands by the Town and all costs associated with the said registration shall be the responsibility of the Owner. The covenants, agreements, conditions, and understandings herein contained on the part of the Owner shall run with the Lands and shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and assigns.

19. Execution of this Agreement shall be deemed to be authorization by all Parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.

20. The failure of a Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect the first Party's right

thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

21. The Parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further, acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement including any amendments to this Agreement required to effect the registration of this Agreement.

22. The Parties here to acknowledge and agree that this Agreement is further to and does not remove any of the Owner's obligations under any prior Agreements.

23. The Owner agrees on behalf of itself and its heirs, executors, administrators, successors and assigns to indemnify the Town from all losses damages, costs, changes and expenses which may be claimed or recovered against the Town by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to this Agreement.

24. The Owner hereby covenants and agrees to save harmless the Town from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the issuing of a building permit whether final or conditional for any construction on the Lands. This indemnification shall apply to all claims, demands, costs and expenses in respect to the development of the Lands as set out in this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set its hand and seal and the Town has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

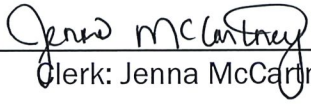
**NORTH BAY CAPITAL INVESTMENT LTD.**

Per: \_\_\_\_\_  
President and Director: Yao Zhang

(We have the authority to bind the Corporation)

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

Per: \_\_\_\_\_  
Mayor: Al Stratthdee

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

(We have the authority to bind the Corporation)

#### NOTES TO SPA

1. It is the Owner's responsibility to fulfill the obligations contained in this Site Plan Agreement. It is also the Owner's responsibility to submit a request for the refund of deposits in writing when all the work has been completed to the standards of this Site Plan Agreement.
2. The Owner shall enter into a separate agreement for electricity with the Festival Hydro Inc., 1887 Erie Street, P.O. Box 397, Stratford ON N5A 6T5, 519-273-4703.
3. Any sign erected on the subject property shall be in conformity with the Town's current sign by-law. The Owner shall apply for a separate sign permit.



## Schedule "A" – Drawings

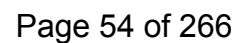
Attach Drawings 1,2,3,4

















January 27, 2022

VIA EMAIL: [gbrouwer@town.stmarys.on.ca](mailto:gbrouwer@town.stmarys.on.ca)

The Corporation of the Town of St. Marys  
175 Queen Street East  
St. Marys, ON  
N4X 1B6  
  
Attention: Mr. Grant Brouwer, Director of Building and Development

Dear Grant:

**Re:                    Resubmission Materials  
                         Site Plan Amendment Application (Building B - Restaurant and Drive-  
                         Through Facility)  
                         North Bay Capital Investments Ltd.  
                         752 Queen Street East  
                         St. Marys, ON**  
**Our File:            NBC/TSM/21-01**

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On behalf of North Bay Capital Investments Ltd., we are pleased to provide the following resubmission materials regarding the Site Plan Amendment Application for the approved commercial development on the above-noted lands (the “subject lands”).

Please note that this resubmission seeks to address outstanding comments pertaining to the Site Plan Amendment Application for the restaurant and drive-through facility within Building A. It is our intention to submit at a later date further supporting materials for the current Zoning By-law Amendment (File No. Z05-2021) for the proposed Pet Valu use within Building B.

We would like you to note that our client has considered all the comments received from Town Staff, as well as from the local residents, and has made considerable efforts to provide updates, information and materials to address all comments.

In summary, the following are the changes and updates that have been made for the proposed development:

Landscaping

The updated Landscaping Plan includes a 3:1 Tree Replanting (Compensation) ratio for the subject lands. Of the 108 proposed trees listed on the Landscaping Plan, 37 will be specimen trees ranging in height from 10 to 14 feet at the time of installation. These specimen trees will be generally located in proximity to the commercial buildings, and will help to provide an immediate visual barrier. Based on topographical survey information, it is our understanding that these replacement specimen trees will be planted at an elevation approximately 2 metres (6.5 feet) higher than the previous trees.

The updated Landscape Plan provides a more diverse range of tree species compared to the previous trees, which will be beneficial in terms of plant viability, especially with regards to the protection from insects and/or disease.

The location of some proposed plantings will be closer to Queen Street East. These plantings are below the retained wall (as space is limited above the wall). The proposed fast growing deciduous canopy trees will provide additional buffering from vehicle headlights. Above the retaining wall, the plantings will be positioned in a staggered layout to help maximise coverage.

The top soil piles currently on the site will be scattered throughout the landscaping/ tree planting areas, with any excess soil relocated to the easterly side of the property. It is anticipated that the top soil piles will be moved in the Spring 2022, prior to the landscaping works beginning.

A range of plantings, both in tree and shrub form, have been added around the storm water management pond compared to the original plan. These plantings will help to screen and naturalize this area, as well as benefit wildlife. It is noted that there were some coniferous trees removed from the westerly edge of this area. These trees will be replanted in coordination with the landscape architect, and in accordance with standard planting procedures. A note has been added to this effect on the Landscape Plan.

The trees that have died in the erosion hazard limit abutting Building B will be replaced when the other proposed trees are installed. A note has been added to this effect on the Landscape Plan.

It is anticipated that the installation of all plantings will commence in Spring 2022, subject to product availability and favourable weather conditions. A note has been added to this effect on the Landscape Plan.

A detailed landscaping maintenance plan is included on the updated Landscape Plan, and includes the following notes:

- Water to maintain soil moisture conditions for optimum establishment, growth and health of plant material without causing erosions.
- All plant material to be watered for the duration of the Warranty Period to ensure healthy, vigorous plant growth at all times. Watering to be coordinated in order to prevent over- or underwatering. The contractor is responsible for ensuring adequate watering of plant material during Warranty Period.
- For evergreen plant material, water thoroughly in late fall prior to freeze-up to saturate soil around root system.
- Remove weeds monthly.
- Replace or respread damaged, missing or disturbed mulch.
- Where mulch is in place, remove and replace in spring after soil thaws and warms up. Top up as necessary to maintain a 75mm layer depth.
- Remove dead or broken branches from plant material according to proper horticultural practices.
- Keep trunk protection in proper repair and adjustment.
- Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

### Noise Impact Study

A Noise Addendum has been provided in order to satisfy a recommendation from the Cambium 2020 Noise Impact Study ("NIS") prepared for the proposed development. The recommendation was made because some aspects of the initial noise analysis were based on the assumed equipment, due to the fact that detailed design had not yet been completed. Updated design data for the proposed on-site mechanical systems have now been confirmed.

In summary, the Noise Addendum concludes that the predicted noise impacts from the site, at the identified most sensitive points of reception, are less than the applicable limits listed in the Ontario Ministry of the Environment ("MOE") Environmental Noise Guideline, NPC-300.

The Noise Addendum includes the following recommendations:

- The site should be laid out generally as shown in the 2020 NIS report and this Addendum, otherwise revised calculations may be required;
- The HVAC source of the existing roof must remain installed as is;
- The proposed HVAC sources as shown on the design drawings must be screened by the buildings 0.7 m high parapet wall, which must be constructed to meet a surface density of 20 kgs per square metres, and have no cracks or gaps;
- Car wash operations must be limited to daytime hours only (7:00 – 19:00); and
- Car wash vacuums must be screened by 2m tall noise barriers, located 0.5 m from the vacuums, and must be constructed to meet a surface density of 20 kgs per square metres, and have no cracks or gaps.

In addition, please note that the car wash facility will be operated to ensure that during a wash/dry cycle both the entry door and exit door will never be open at the same time. This will ensure there is no tunnelling of noise from the facility during operation.

While a number of design options were explored with regards to the proposed location and orientation of the vacuum units and parking stalls, the proposed location and arrangement was considered to be optimal from a site layout and functionality perspective.

### Fencing

The following fences have been included as part of the proposed development:

- A six (6) foot high board on board wooden screening fence approximately 21m in length constructed parallel to the restaurant drive-through facility/order board.  
It should be noted that this fence is not identified in the Noise Study/Addendum as being required for noise reduction purposes.
- A 2.5 metres high board on board wooden screening fence approximately 30m in length constructed between the restaurant drive-through facility/windows and the future car wash facility.  
It should be noted that this fence is not identified in the Noise Study/Addendum as being required for noise reduction purposes.
- A six (6) foot high L-shaped board on board wooden screening fence approximately 14m in length constructed on top of the retaining wall to the south west of the future car wash facility. The purpose of this fence is to provide additional screening from vehicle headlights while using the car wash facility. It is our opinion that this fence,



which is only 500mm below the maximum height permitted under the Town's Fence By-law and be located on top of the retaining wall, provides an appropriate visual screen.

It should be noted that this fence is not identified in the Noise Study/Addendum as being required for noise reduction purposes.

- Two (2), 2-metres high L-shaped noise barriers located next to the vacuum units.

As noted above, these barriers are identified in the Noise Study/Addendum as being required for noise reduction purposes.

## **ELECTRONIC SUBMISSION MATERIALS**


Our enclosed electronic materials include the following documents (PDF format):

- The updated Site Plan prepared by Blueprint2build;
- The updated Landscaping Plan, Details Plan and Cost Estimate prepared by Jodi Liptrot Landscape Architect; and
- A Noise Addendum prepared by Cambium.

We trust that the enclosed information is satisfactory. Please let us know if hardcopies of the above materials are required. It is our expectation that resolution of this application will be addressed during the Town Council meeting scheduled for February 8, 2022. If you have any questions, or require further information, please do not hesitate to call.

Yours very truly,

**ZELINKA PRIAMO LTD.**



Dave Hannam MCIP, RPP  
Senior Associate

Cc: The Client (Via Email)



**Drawing 3 - Updated Site Plan**

WIDENED BY BY-LAW No. 26-71, INSTRUMENT No. 152205

**1 SITE PLAN**  
1:300

**2 RAMP DETAIL**  
1:50

**KEY PLAN**  
N.T.S.

**GENERAL NOTES:**

- LEGAL BOUNDARY SURVEY AND TOPOGRAPHICAL ELEVATIONS BASED ON SURVEY DONE BY NA GEOMATICS DATED 29 APRIL 2020 FILE NUMBER 20-6006
- SITE SERVING INFORMATION ON KING ROAD TAKEN FROM CITY PLAN AND PROFILE DATED JUNE 2000 FILE NUMBER 6851 DRAWING NUMBER 600
- ALL SITE FEATURES ARE TO BE CONSIDER NEW UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO ENSURE ALL SETBACKS ARE MAINTAINED DURING CONSTRUCTION OF SITE.
- OWNER OR OWNER REPRESENTATIVE ARE TO BE NOTIFIED OF ANY ERRORS OR OMISSIONS THAT ARE DISCOVERED.
- OWNER OR OWNER REPRESENTATIVE ARE RESPONSIBLE FOR FINAL CONFIRMATION AND PLACEMENT OF ALL EQUIPMENT.
- CONTRACTOR TO HAVE LOCATES DONE PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- ALL DIMENSIONS ARE APPROXIMATE AND NEED TO BE VERIFIED PRIOR TO CONSTRUCTION.
- DO NOT SCALE DRAWINGS.

**DEVELOPMENT PROPOSAL USAGE**

**EXISTING SITE PLAN DEVELOPEMENT (PHASE 1) SCOPE-**

- NEW FOOD PARTNER BUILDING (NON SPRINKLER)
- NEW COMMERCIAL BUILDING (NON SPRINKLER)
- NEW CARWASH

**SITE PLAN BUILDING STATISTICS**

NO.	CATEGORY	REQUIRED	PROVIDED
Lot Area		1350 M2	34280 M2
Lot Frontage		30 m	147 m
Building Area			
Gas Canopy Area			
Gas Canopy Dimensions			
Car Wash Area			
Front Yard Setback	New Food Partner	15.0M	62.9M
Front Yard Setback	New Commercial Building	15.0M	15.0M
Front Yard Setback	Car Wash	15.0 m	88.4M
Side Interior Yard Setback	New Food Partner	3.0M	73.3M
Side Interior Yard Setback	New Commercial Building	3.0M	36.2M
Side Interior Yard Setback	Car Wash	10.0 m	87.2M
Side Exterior Yard Setback	New Food Partner	6.0M	41.9M
Side Exterior Yard Setback	New Commercial Building	6.0M	84.9M
Side Exterior Yard Setback	Car Wash	7.5 m	21.6M
Rear Yard Setback	New Food Partner	4.5M	214M
Rear Yard Setback	New Commercial Building	4.5M	241M
Rear Yard Setback	Car Wash	10.0 m	195M
Lot Coverage		35%	12%
Building Height			BUILDING A 5.5m BUILDING A 5.5m
Canopy Height		EXISTING	EXISTING
Parking Spaces Calculation	RESTAURANT 124 PERSONS C.STORE 130M <sup>2</sup> commercial BUILDING 130M <sup>2</sup>	70 persons:4 = 18 186:30 = 14 130:30 = 14 TOTAL = 39	10 EXISITNG 57 NEW
Parking Spaces Barrier Free		3	4
Width of Accessible Parking Space		4250	
Length of Accessible Parking Space		5500	
Width of Parking Spaces		2700	
Length of Parking Spaces		5500	
Loading Space		0	2
Landscape Buffer (min)		3m	>3m
Drive Thru Stacking Lane (Food Partner)		15	15
Drive Thru Stacking Lane (Car Wash)		5	5
Entrance Width (Combined)		EXISTING	EXISTING

**REVISIONS**

REV	Date	Description	APRVD
01	01-21-20	ISSUED FOR PRE-CONSULT	
02	07-08-20	ISSUED FOR SPA SUBMISSION #1	
03	09-17-20	REVISED FOR SITE PLAN AGREEMENT	
04	05-04-21	ISSUED FOR CONSTRUCTION	

**File No.**

**Sheet 1 of 3**



TREE LIST (SPECIMEN SIZED)

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE @ INSALLATION	CONDITION	MATURE HEIGHT	MATURE SPREAD
DECIDUOUS TREES							
Ar	3	Acer rubrum	Red Maple	50mm DBH (12 - 14 feet tall)	WB	15m (50 feet)	12m (40 feet)
CONIFEROUS TREES							
Pa	9	Picea abies	Norway Spruce	426cm (14 feet)	Tree spaded	25m (82 feet)	10m (33 feet)
Pg-A	5	Picea glauca	White Spruce	426cm (14 feet)	Tree spaded	25m (82 feet)	8m (26 feet)
Pg-B	11	Picea glauca	White Spruce	366cm (12 feet)	Tree spaded	25m (82 feet)	8m (26 feet)
Ps	5	Pinus strobus	Eastern White Pine	305cm (10 feet)	WB	24m (78 feet)	10m (33 feet)
To	4	Thuja occidentalis	Eastern White Cedar	305cm (10 feet)	WB	12m (40 feet)	4m (13 feet)
Total	37						

TREE LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE @ INSALLATION	CONDITION
DECIDUOUS TREES					
Ar	5	Acer rubrum	Red Maple	175cm	bare root
As	1	Acer saccharum	Sugar Maple	175cm	bare root
Co	4	Celtis occidentalis	Common Hackberry	175cm	bare root
Jn	1	Juglans nigra	Black Walnut	25-60cm	Age 1+0
Pd	2	Populus deltoides	Eastern Cottonwood	60-90cm	Age C+1
Qr	5	Quercus rubra	Red Oak	200cm	bare root
CONIFEROUS TREES					
Pa	10	Picea abies	Norway Spruce	60cm	BB
Pg	22	Picea glauca	White Spruce	60cm	BB
Ps	21	Pinus strobus	Eastern White Pine	45cm	BB
Total	71				

NOTE:  
TOTAL OF 111 TREES TO BE PLANTED  
NON-SPECIMEN SIZED TREES AND SHRUB  
MATERIAL SIZED PER UTRCA "TREE PLANTING  
ON PRIVATE LANDS - SPRING 2022"  
PUBLICATION

TREES REPLANTED IN EROSION HAZARD  
LIMIT THAT ARE DYING OR DECEASED TO BE  
REPLACED TO TOWN SATISFACTION.

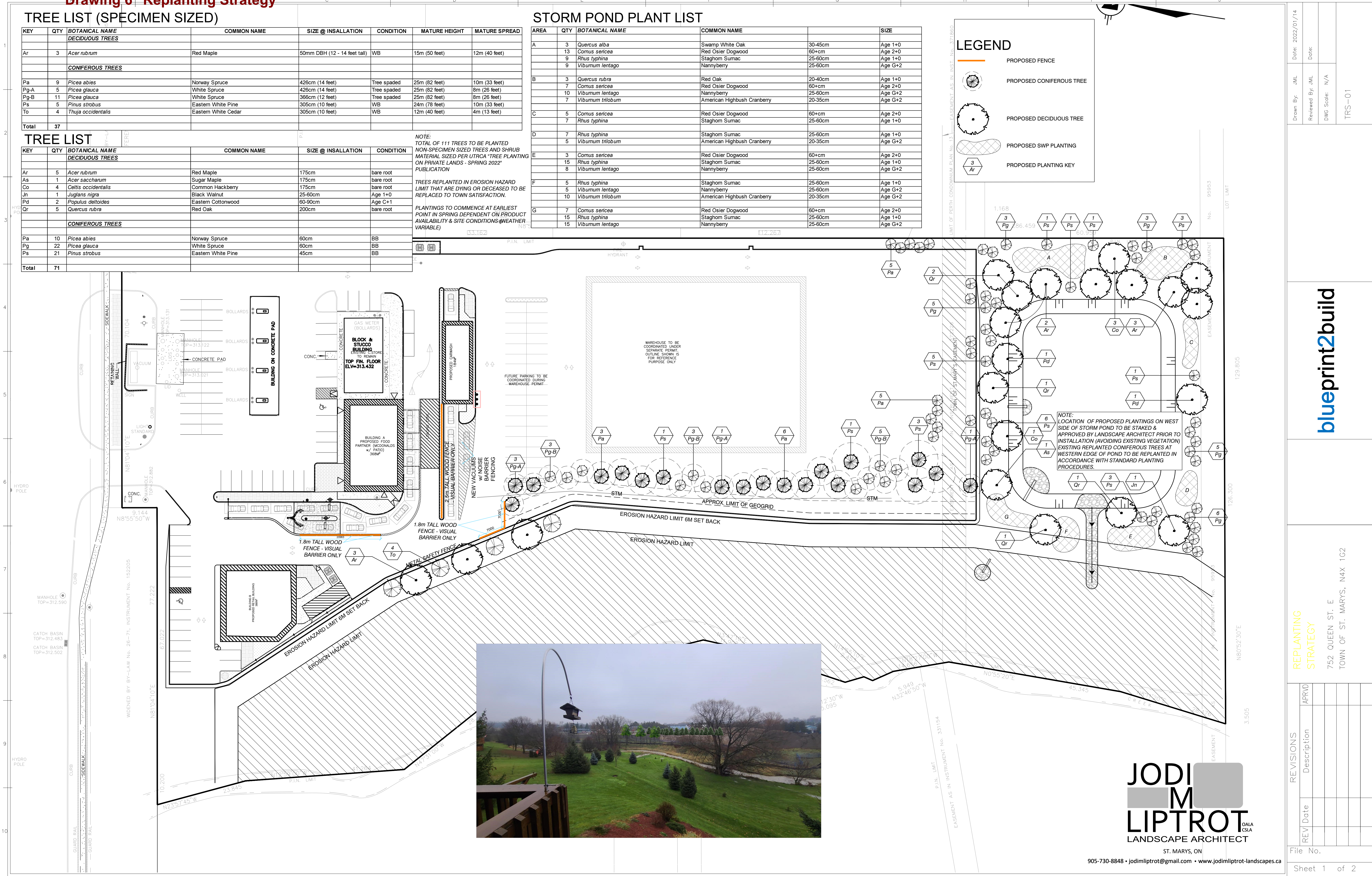
PLANTINGS TO COMMENCE AT EARLIEST  
POINT IN SPRING DEPENDENT ON PRODUCT  
AVAILABILITY & SITE CONDITIONS (WEATHER  
VARIABLE)

STORM POND PLANT LIST

AREA	QTY	BOTANICAL NAME	COMMON NAME	SIZE
A	3	Quercus alba	Swamp White Oak	30-45cm
	13	Cornus sericea	Red Osier Dogwood	60+cm
	9	Rhus typhina	Staghorn Sumac	25-60cm
B	3	Quercus rubra	Red Oak	20-40cm
	7	Cornus sericea	Red Osier Dogwood	60+cm
	10	Viburnum lentago	Nannyberry	25-60cm
C	5	Cornus sericea	Red Osier Dogwood	60+cm
	7	Rhus typhina	Staghorn Sumac	25-60cm
D	7	Rhus typhina	Staghorn Sumac	25-60cm
	5	Viburnum trilobum	American Highbush Cranberry	20-35cm
E	3	Cornus sericea	Red Osier Dogwood	60+cm
	15	Rhus typhina	Staghorn Sumac	25-60cm
	8	Viburnum lentago	Nannyberry	25-60cm
F	5	Rhus typhina	Staghorn Sumac	25-60cm
	5	Viburnum lentago	Nannyberry	25-60cm
	10	Viburnum trilobum	American Highbush Cranberry	20-35cm
G	7	Cornus sericea	Red Osier Dogwood	60+cm
	15	Rhus typhina	Staghorn Sumac	25-60cm
	15	Viburnum lentago	Nannyberry	25-60cm

LEGEND

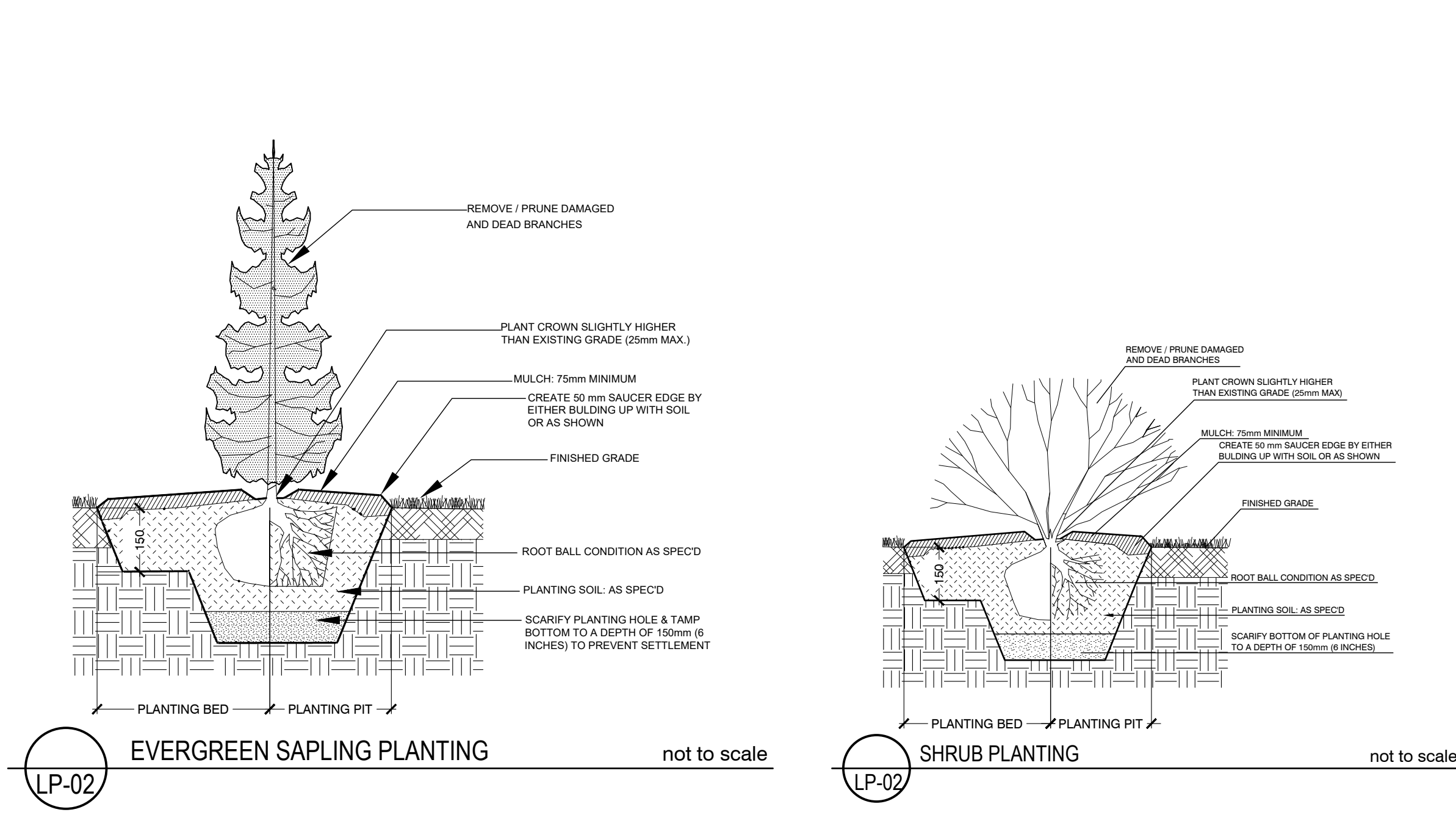
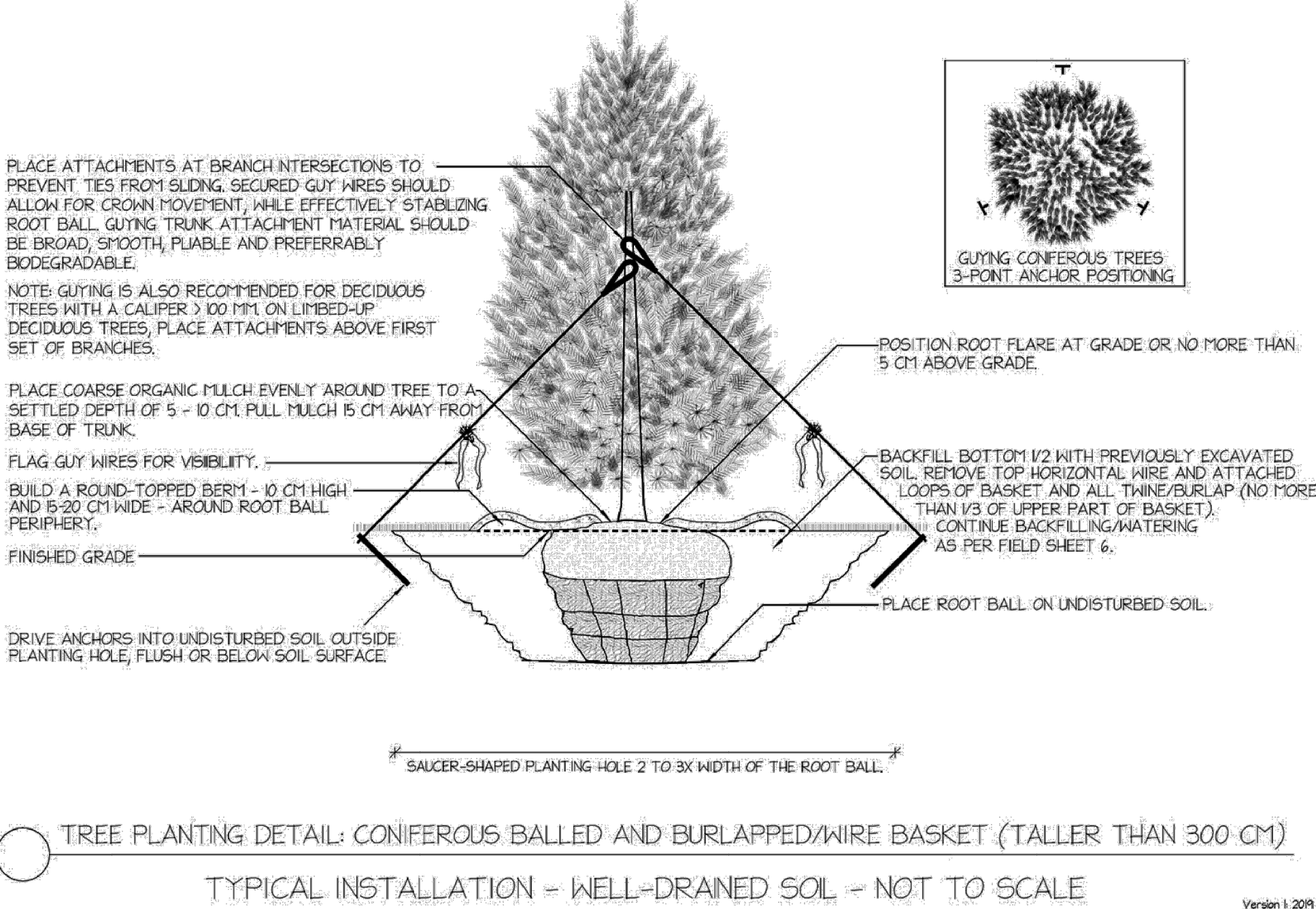
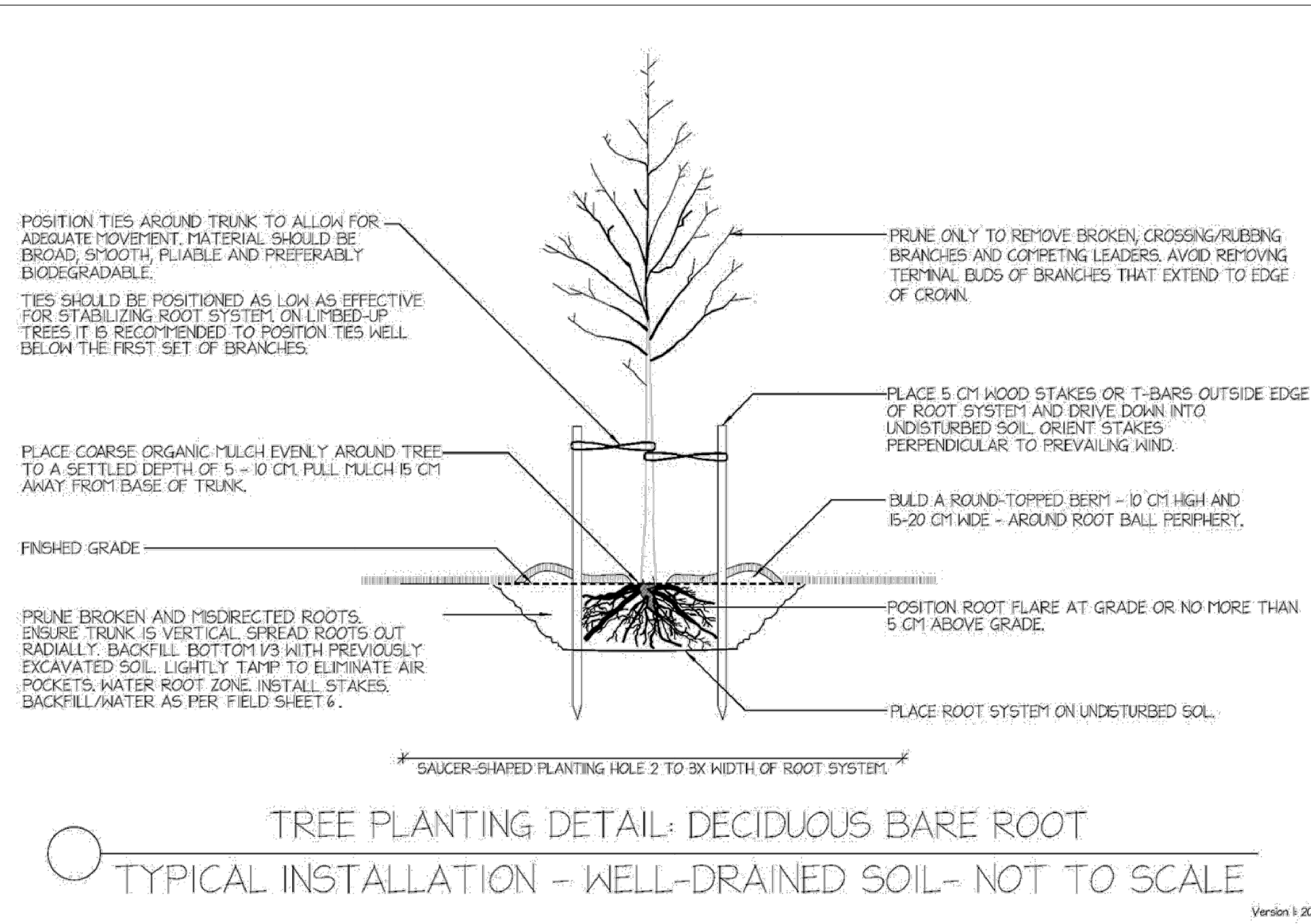
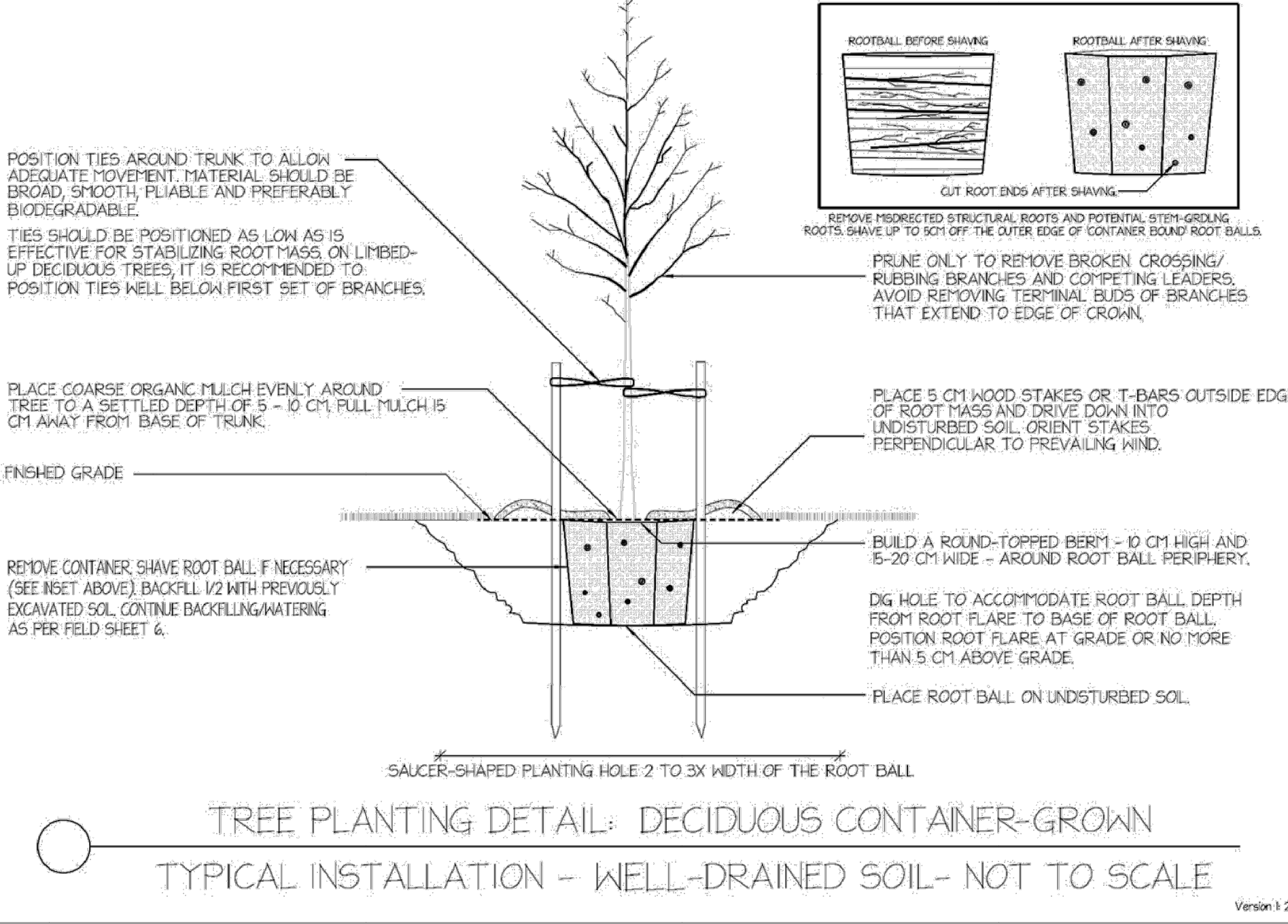
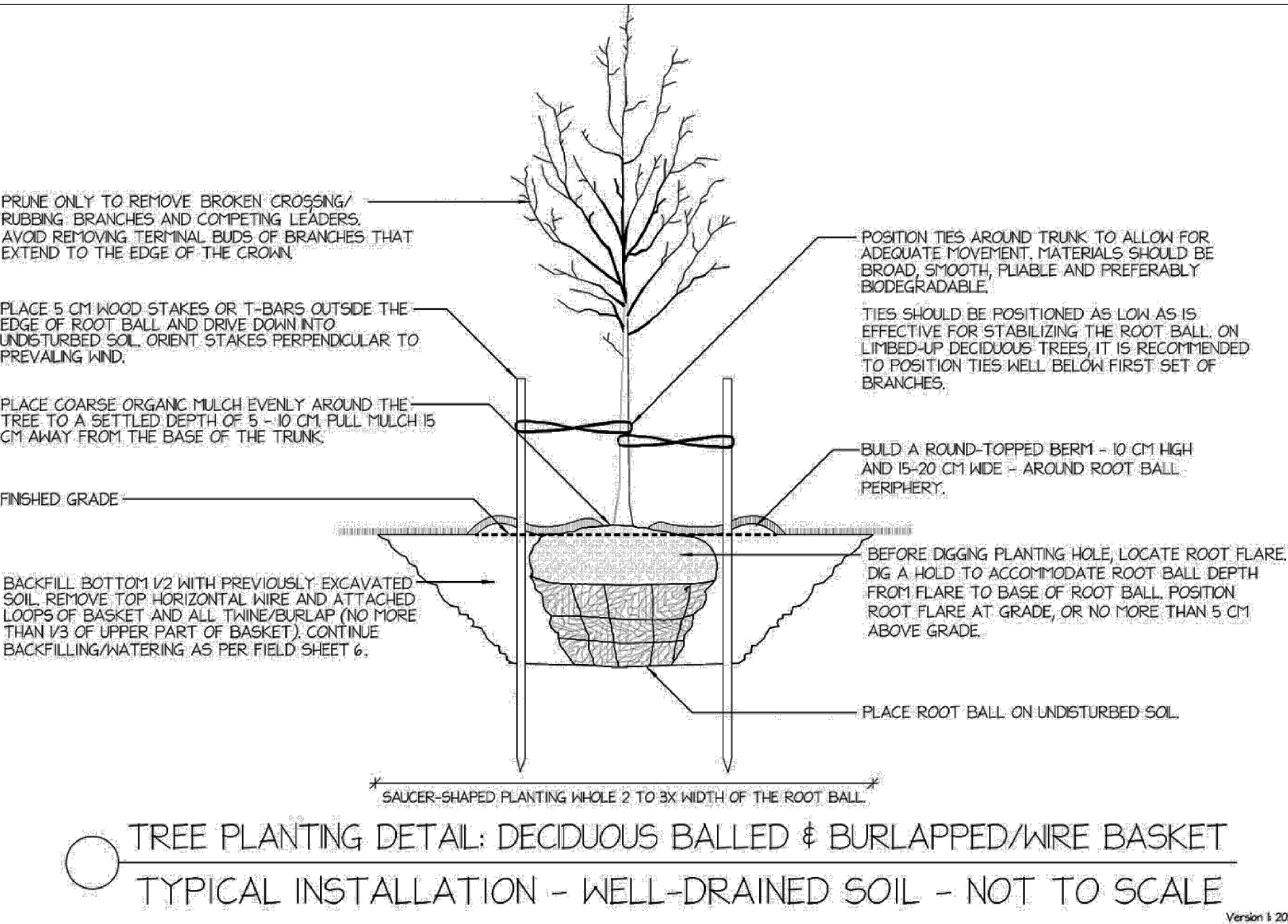
- PROPOSED FENCE
- PROPOSED CONIFEROUS TREE
- PROPOSED DECIDUOUS TREE
- PROPOSED SWP PLANTING
- PROPOSED PLANTING KEY



REV	Date	Description	APRVD



## Attachment E: 752 Queen Street East "Drawing 7" Replanting Strategy Details and Notes



REVISIONS		
REV	Date	Description

File No.

Sheet 1 of 2

# blueprint2build

REPLANTING STRATEGY  
DETAILS & NOTES

752 QUEEN ST. E  
TOWN OF ST. MARYS, N4X 1G2

Drawn By: JML      Date: 2022/01/19

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Reviewed By: JML      Date:

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DWG Scale: N/A

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TRS-02



THIS AMENDING AGREEMENT made this            day of            2022

**BETWEEN:**

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

(Hereinafter called the “Town”)

**OF THE FIRST PART**

**AND:**

**NORTH BAY CAPITAL INVESTMENT LTD.**

(Hereinafter called the “Owner”)

**OF THE SECOND PART**

**WHEREAS** the Owner is the owner of the lands described as Part Lot 18 Concession 19 Blanshard as in R280137; Except Parts 1 to 18 Inclusive 44R2621; Except Part 1 44R2177; Except Part 1 44R5309; Subject to R234813, R95953; together with an easement over Part 1 as in PC139308 in the Town of St. Marys, County of Perth being all of PIN 53252-0478 (LT) all in Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the “Lands”);

**AND WHEREAS** the Town and the Owner have entered into agreement (hereinafter referred to as the “Existing Site Plan Agreement”) respecting the approval of the plans and drawings referred to In Subsection 4 of Section 41 of the Planning Act, R.S.O. 1990 in respect to the Lands;

**AND WHEREAS** the Owner has removed trees from the Lands which deviates from the drawings provided in the Existing Site Plan Agreement;

**AND WHEREAS** the Owner and the Town wish to amend the Existing Site Plan Agreement to formalize a replanting strategy to remediate the unauthorized removal of trees from the Lands.

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

#### **Recitals**

1. The Owner and the Town agree that the above recitals are true.

#### **Interpretation**

2. This agreement is referred to herein as the “Amending Site Plan Agreement”

#### **Registration of Agreement**

3. The Owner consents to the registration of this Amending Site Plan Agreement against the title to the Lands and all costs associated with said registration shall be the responsibility of the Owner.
4. Execution of this Amending Site Plan Agreement shall be deemed to be authorization by all parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.

#### **Owner’s Title**

5. The Owner represents and warrants to the Town that, at the date of this Amending Site Plan Agreement and at the date of registration of this

Amending Site Plan Agreement upon title, the Owner will be the owner of the Lands with a good and marketable title in fee simple subject only to the permitted encumbrances.

#### **Binding on Successors**

6. It is hereby agreed by and between the parties hereto that this Amending Site Plan Agreement shall be enforceable by and against the parties hereto and their respective successor and assigns; and that this Amending Site Plan Agreement and all of the covenants by the Town herein contained shall run with the Lands.

#### **Amended Terms**

7. Schedule "A" of the Existing Site Plan Agreement, shall be amended as follows:
  - a. By removing Drawing "1" – Site Plan Phase I (SP01) prepared by blueprint2build dated January 21, 2020 and revised on September 17, 2020.
  - b. By removing Drawing "2" – Landscape Plan (LP01) prepared by blueprint2build dated January 21, 2020.
  - c. By adding Drawing "5" – Site Plan Phase I (SP01) prepared by blueprint2build dated January 21, 2020 and revised on May 4, 2021 as provided in Schedule "A" of this Amending Site Plan Agreement.
  - d. By adding Drawing "6" – Replanting Strategy (TRS-01) prepared by blueprint2build dated January 14, 2022 as provided in Schedule "A" of this Amending Site Plan Agreement; and,

- e. By adding Drawing “7” Replanting Strategy Details & Notes prepared by blueprint2build dated January 19, 2022 as provided in Schedule “A” of this Amending Site Plan Agreement.
- 8. Condition 14 of the Existing Site Plan Agreement shall be amended by adding the following clause:
  - a. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Thirty-Four Thousand Seven Hundred and Sixty One Dollars (\$34,761.00) at the time of signature so as to ensure due performance of the requirements of this Amending Site Plan Agreement as it relates to Drawing “6” and Drawing “7” as part of Schedule A. The security deposit shall be refunded without interest or penalty when the Owner’s Landscape Architect or Engineer provides a certificate to the Town that the replanting strategy for which the deposit covered, has been completed in accordance with this Agreement.

#### **Site Plan Agreement**

- 9. The Existing Site Plan Agreement is superseded by this Amending Site Plan Agreement only to the extent as specifically set out herein and all other covenants, obligations and requirements of the Existing Site Plan Agreement remain in effect.



**Signatures**

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

**NORTH BAY CAPITAL INVESTMENT LTD.**

**Per: \_\_\_\_\_**  
**President and Director: Yao Zhang**

**(We have the authority to bind the Corporation)**

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

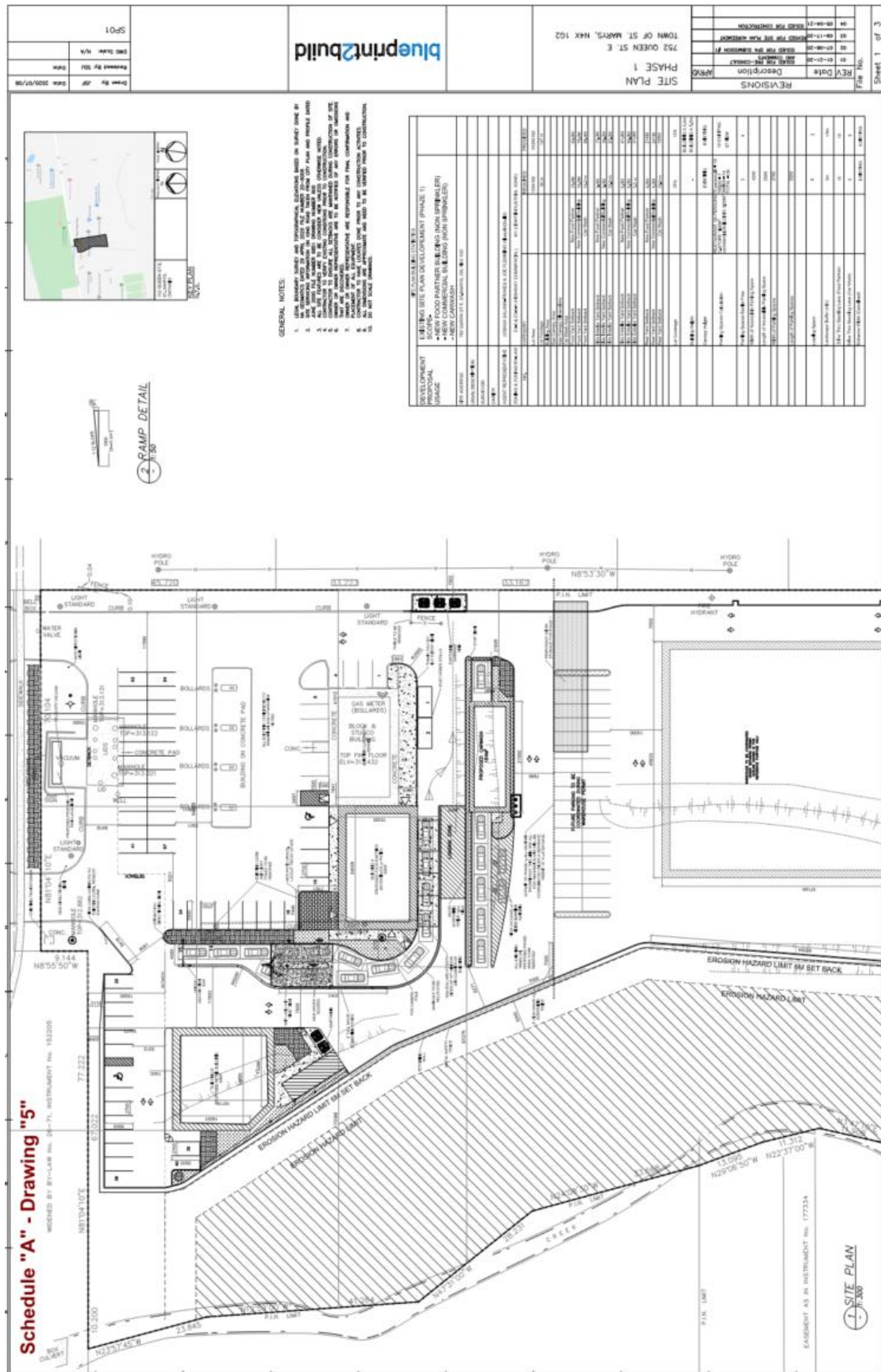
**Per: \_\_\_\_\_**  
**Mayor: Al Strathdee**

**Per: \_\_\_\_\_**  
**Clerk: Jenna McCartney**

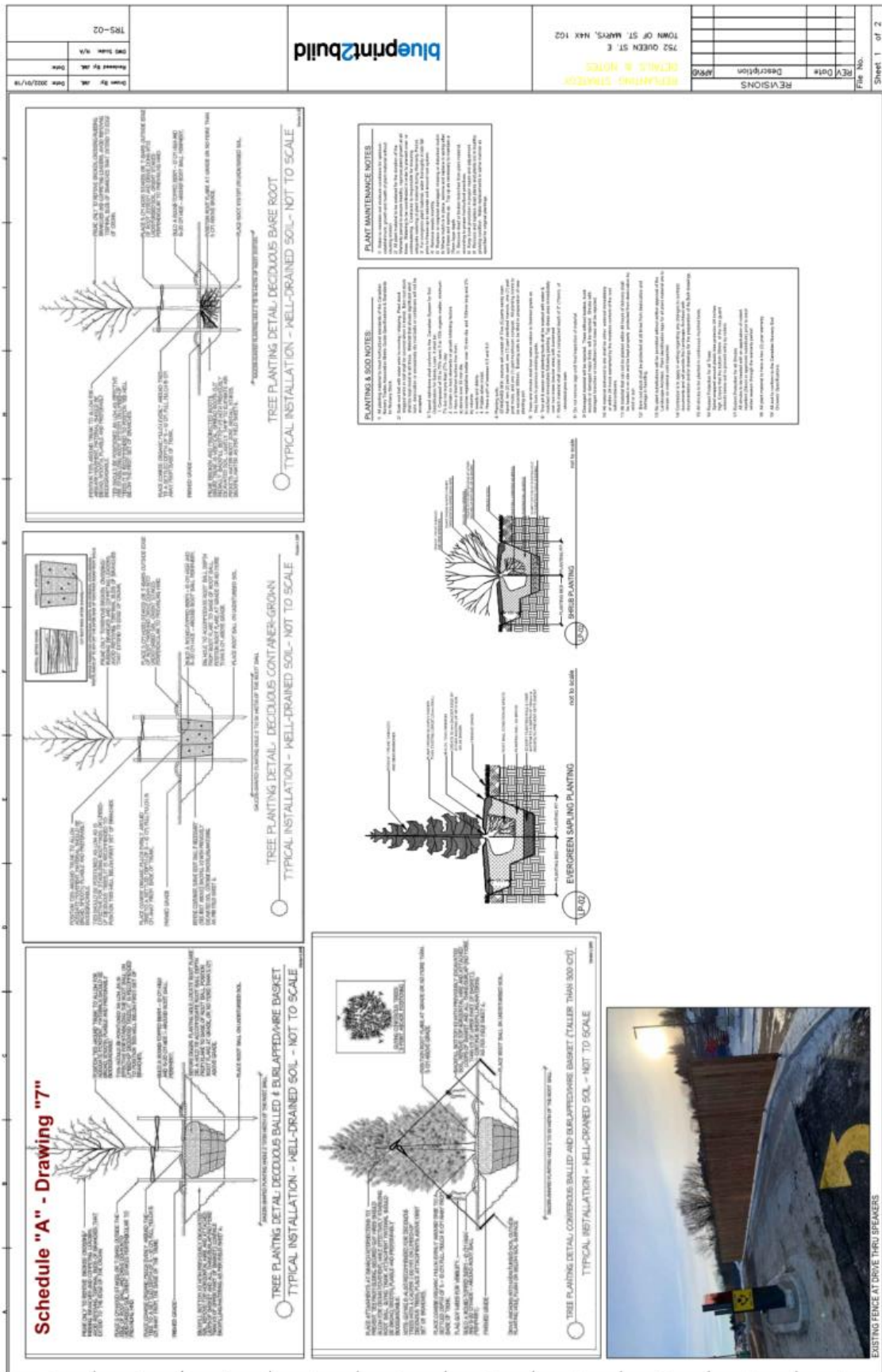
**(We have the authority to bind the Corporation)**

## **Schedule “A” – Drawings**

**Attach Drawings 5,6, and 7**











# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Jenna McCartney, Clerk
<b>Date of Meeting:</b>	8 February 2022
<b>Subject:</b>	<b>ADMIN 06-2022 Service Delivery of Commissioner of Oath</b>

## PURPOSE

The purpose of this report is to present Council with information regarding current commissioning practices in the Town and to discuss the option of a fee for service being implemented.

## RECOMMENDATION

**THAT** ADMIN 06-2022 Service Delivery of Commissioner of Oath report be received; and

**THAT** Council direct staff to develop policy and procedures related to the commissioning of documents and the incorporation of a fee for service.

## BACKGROUND

The Town currently provides a Commissioner of Oaths service to the public to witness signatures for certain documents. Commissioners help to protect people from fraud, by helping to verify the integrity of documents used in commercial and legal transactions. Ontario Regulation (the "O. Reg.") 386/12 – *Commissioners and Other Persons Who May Take Affidavits* state the Clerk, Deputy Clerk, Treasurer, and Deputy Treasurer are appointed by virtue of office. *Commissioners for Taking Affidavits Act* also states that persons who hold an office are appointed by virtue.

Due to the size (under 15,000) and classification of the Town (not a lower-tier), O. Reg. 386/12 indicates that no other titles are appointed by virtue of office. Additional commissioners may be appointed for a three-year period. Currently, the Town has two additional commissioners, the Director of Building and Development Services (for the purpose of planning applications) and the Accounting Clerk/Marriage Commissioner. At this time, both Town Hall and the Municipal Operations Centre provide this service to the public based on staffing availabilities. With the recent opening of Service Ontario in Town, there has been a notable increase in requests for commissioning.

This service is currently provided free of charge.

## REPORT

Over the past three months, there has been a trending increase in the amount of commissioning requests. Until recently, accurate data was not captured by staff as the frequency in occurrence was much lower. Tracking was implemented at Town Hall on a trial basis to see if there was a need to further review internal procedures. Since September 29, 2021 there has been an average of 2-3 commissions completed weekly for a total of 33 commissioning requests. During this time there was also an internal service disruption resulting in people being directed to Perth South and the City of Stratford for service. This number does not capture any commissioning that were completed outside of Town Hall such as at the Municipal Operation Center. The majority of documents that are being

commissioned are related to Service Ontario for vehicle transfers or name change requests. There are also a number of pension and banking associated forms regularly commissioned.

Staff resources and time spent on this service vary depending on the type of documentation and preparedness of the individual. All documents are required to be reviewed by the commissioner prior to completing any signatures. Staff have also begun to screen and book appointments prior to the public presenting at the facility. This has helped to ensure a commissioner is available and an initial screen determines whether the document(s) is acceptable. This has improved the efficiency of the appointment although it does add to the time spent per commissioning and staff involvement.

When completing a service delivery comparison of other municipalities, it was found that an opportunity existed to enhance the Town's policies and procedures, including an implementation of a fee for service to be competitive with the comparators. Listed below are examples of local municipalities and their required fees. When further researching with these municipalities, there are similar documents and requests being processed as within the Town.

<b>Municipality</b>	<b>Fee Charged</b>
Perth County*	\$25.00
West Perth*	\$10.00
North Perth*	\$25.00
Perth East	\$22.05
Perth South	No fee
Stratford*	\$25.00
City of London*	\$30.00
Aylmer*	\$25.00
Zorra Township	\$10.00 no fee for residents of Zorra
Tillsonburg*	\$25.00
Woodstock*	\$20.00

\*Municipalities that have a Service Ontario location

St. Marys has not charged for this service historically. However, commissioning is a service that is direct benefit to the person receiving the service and there is no additional community benefit. Because of this, implementing a fee for service would be supported using the service benefit philosophies applied to the Town's 2019 service delivery review.

As a general philosophy, a municipality may only charge fees to recover its costs. It is staff's recommendation that a fee of \$20.00 per commissioning be implemented to recover the costs associated with the service.

## **FINANCIAL IMPLICATIONS**

A fee for Commissioner of Oaths service would result in additional revenue within the Town to recover staff time spent related to service delivery. It is estimated that \$2,500 - \$4,000 in revenue could be generated through a fee for service delivery model for the service offered at Town Hall alone. Additionally, when providing this service, there is the possibility of liabilities to Town staff. Certain circumstances may arise when the commissioner may be requested to appear in court to provide further information. By having a fee for service, this would help to offset the staff time spent away from regular work which may or may not be related to a municipal taxpayer.



## SUMMARY

Based on information presented within this report, it is staff's recommendation that the Town develop and formalize policy and procedures related to commissionaires of oath as a result of an ongoing influx of requests in recent months. Given the staffing resources required for this service delivery and the resources and liability that can be incurred, it is staff's recommendation that a fee for service of \$20.00 be endorsed and incorporated into any future policy approvals.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

Amanda Blake, Legislative Services Assistant

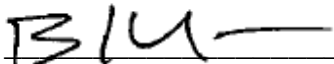
## REVIEWED BY

### Recommended by the Department



Jenna McCartney  
Clerk

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer

# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Brent Kittmer, Chief Administrative Officer
<b>Date of Meeting:</b>	8 February 2022
<b>Subject:</b>	<b>ADMIN 07-2022 Report Back on Refreshment Vehicles Operating on Private Property</b>

## PURPOSE

This report serves as a report back to Council regarding refreshment vehicles that operate on private property.

## RECOMMENDATION

**THAT** ADMIN 07-2022 Report Back on Refreshment Vehicles Operating on Private Property be received for information.

## BACKGROUND

As Council may recall, Frenchie's Fries was located downtown for a long number of years at the northwest corner of Queen and Wellington Streets. When the proprietor decided to sell the business, the Town received correspondence from an interested purchaser in January 2016 requesting permission to continue operating from the historic location beside Scotiabank.

Through a series of reports, Council of the day learned that current by-law 34-1969 (regulating mobile canteens) is not an enforceable by-law as the legislation it is based upon is significantly outdated. The *Municipal Act* provides licencing authority to municipalities for the purpose of consumer protection and to promote the health and safety of the general public. Council of the day deferred the request from the new proprietor in favor of developing a new by-law to govern the operation of refreshment vehicles.

Staff and Council worked on this file from 2016-2018 with draft by-laws 75-2018 and 76-2018 being considered by Council on August 28, 2018. Council considered the draft by-laws, and ultimately passed the following resolution:

### **Resolution 2018-09-11-10**

**THAT** By-law 75-2018, Refreshment Vehicles, and By-law 76-2018, Fees and Charges Amendment, be tabled until there is further input from restaurants and service clubs.

With the onset of the pandemic, the matter of refreshment vehicles was set aside indefinitely while Council and staff focused on priority projects and issues. Absent an enforceable by-law, as of today refreshment vehicles are not permitted to operate on public property unless specifically approved by Council.

As Council is aware, it is not uncommon to see refreshment vehicles operating on private property within the community. This report serves as a report back to the following resolution passed by Council:

## Resolution 2021-12-14-12

**THAT** staff report back with regards to refreshment vehicles use on commercial properties as soon as possible in 2022.

### REPORT

Although the Town does not have a by-law that permits refreshment vehicles to operate on public property, staff have not taken any enforcement action to those that operate on certain private properties.

The Zoning By-Law is silent on the operation of refreshment vehicles on private property. When asked by interested persons, the interpretation that staff have applied is that refreshment vehicles can be operated on properties within the Industrial, Commercial, and Institutional zones as an accessory to the main use. So Council is aware, the definition of “Accessory Use” is as follows:

***Accessory Use*** means a use that is normally incidental, subordinate, and exclusively devoted to the main use of the lot and which is located on the same lot therewith.

If the land is vacant without a primary use, refreshment vehicles would not be permitted.

The most common examples where food trucks have operated in the community in the last several years include:

- 304 James St S (Cascades) – Varied operators. Brought in by the company for employee recognition efforts.
- 136 James Street S (Inno-Tech) – Sunset Shack as the operator. Open to the general public.
- 25 South Service Road (Delmar Foods) – Ken’s French Fries. Open to the general public.
- 275 Victoria St (Omega Paw) – Fat Panda as the operator. Open for employees of Omega Paw and the general public.
- 480 Glass St (Broken Rail) – Varied operators. Open to patrons of the brewery and to general public.

In terms of approvals, the operation of refreshment vehicles is regulated by Huron Perth Public Health in terms of food, health, and public safety approvals. In addition, operators are also required to have the Fire Department approve their fire suppression system.

During Council’s discussion on December 14, 2021, the topic of fees and taxes paid by refreshment vehicle operators was raised. Staff can confirm that none of the refreshment vehicles that operated in 2021 paid fees to the Town. Staff can further confirm that the operation of refreshment vehicles on the properties listed above did not result in any increases to taxes paid by those properties.

As a general philosophy, a municipality may only charge fees to recover its costs. If the Town were to begin charging fees related to refreshment, we would need to be able to demonstrate that those fees are commensurate to the Town’s costs that have resulted from their operation. Typically, these costs would be the result of the Town’s efforts to regulate them.

If Council wishes to impose fees on refreshment vehicles, it is staff’s recommendation that the Town would need to revive the former refreshment vehicle by-law to establish the rules of operation and to set the fees.

### FINANCIAL IMPLICATIONS

For Council’s information, the former draft by-law did propose to impose the following fees on refreshment vehicles:

- One day licence      \$230.00
- Three day licence    \$465.00

- Annual licence \$1,225.00

## **SUMMARY**

The current by-law for licencing of mobile canteens is based on legislation that is significantly outdated and is not enforceable. Refreshment vehicles are not permitted on public property without Council's authorization. Refreshment vehicles have been permitted on occupied Industrial, Commercial and Institutionally zoned properties as an accessory to the main use.

To date, no additional fees or taxes have been collected from refreshment vehicles that operate on private property. If Council wishes to begin imposing fees on these operators, it is staff's recommendation to revive the former refreshment vehicle by-law.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Grant Brouwer, Director of Building and Development


Richard Anderson, Director of Emergency Services/Fire Chief

## **ATTACHMENTS**

None

## **REVIEWED BY**

### **Recommended by the CAO**



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Brent Kittmer

Chief Administrative Officer

# FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Jenna McCartney, Clerk
<b>Date of Meeting:</b>	8 February 2022
<b>Subject:</b>	<b>ADMIN 08-2022 Municipal Election Update for 2022</b>

## PURPOSE

To provide Council with an overview of the timelines associated with the 2022 municipal election.

## RECOMMENDATION

THAT ADMIN 08-2022 Municipal Election Update for 2022 report be received for information.

## BACKGROUND

The *Municipal Elections Act*, 1996, (the “MEA”) prescribes the actions required for a municipality to implement a municipal election. The MEA provides that the clerk of a local municipality is responsible for conducting elections within the municipality.

The principles of the MEA include:

- Maintaining the secrecy and confidentiality of the voting process and individual votes
- Providing an election that is accessible to the voters
- Providing an election that is fair and non-biased
- Ensuring the integrity of the process is maintained throughout the election
- Ensuring the results of the election reflect the votes cast, and that valid votes be counted and invalid votes be rejected so far as reasonably possible
- Ensuring voters and candidates are treated fairly and consistently within the municipality.

Bill 218, *Supporting Ontario’s Recovery and Municipal Elections Act*, 2020 received royal assent on November 20, 2020. The legislation introduced changes to the MEA including:

- changing Nomination Day from the fourth Friday in July to the third Friday in August
- changing the timeline for passing a by-law authorizing the use of voting and vote-counting equipment or alternative voting method from May 1st the year before an election to May 1st the year of an election
- changing the timeline to establish procedures and forms for voting and vote-counting equipment and alternative voting methods from December 31 in the year before the year of the election to before June 1 in the year of the election
- removal of ranked ballot voting

The following are components that should be reviewed by Council in advance of an election:



- The language of notices and forms related to the election (s.9)
- Policy regarding circumstances in which a municipality requires a recount
- Contribution rebates (s.88.11)
- Sign By-law updates
- Consideration for submitting a question to the electors on the ballot
- Establish voting and vote-counting method(s) including alternative voting
- Establish a compliance audit committee

The following are details that the clerk must decide in advance of an election:

- Establish procedures
- Staffing plan
- E-filing of financial statements (s.88.25(11) / s. 88.29(9))
- Hours of voting at institutions
- Any voting places opening before 10:00 am

## **REPORT**

Within this section, staff have provided a description of each component related to the 2022 municipal election and included a recommendation for next steps. Staff will review each component with Council during the meeting, and gather a consensus from Council whether there is something that requires further investigation or if the staff recommendation is satisfactory.

### **Notice and Forms Language**

Section 9(1) of the MEA provides that notices, forms and other information provided under the Act shall be made available in English only, unless Council passes a by-law to offer French or alternative languages.

According to the 2016 StatsCan Census, of the 7,040 residents residing in St. Marys, 6,980 spoke English as their first language. 45 residents spoke French as their first language, 5 residents spoke English and French as their first language and 10 spoke neither.

**Recommendation:** Based on the language statistics for St. Marys, staff recommend that the language used for notices, forms and other information related to the Act be provided in English only.

### **Recount Policies**

Section 56(3) of the MEA provides that a municipality may consider a by-law to adopt a policy with respect to the circumstances in which the municipality requires the clerk to hold a recount of the votes cast in an election. The deadline to pass said by-law is May 1 in the year of the regular election.

Historically the municipality has included the policy considering this process within a larger document known as the Municipal Election Procedures. It has not been approved by by-law.

The MEA outlines the reasons for the clerk to hold a recount which includes:

- Of the votes for two or more candidates who receive the same number of votes and cannot both or all be declared elected to the office;
- Of the votes on a by-law, if the votes for the affirmative and negative are equal;
- Of the votes for two or more answers to a question, if the votes are equal.

**Recommendation:** As this process has been included within the Town's election procedure manual in the past, it is staff recommendation that it be included again and that the document is not considered by by-law as it is living document and has the potential to undergo amendments from time to time.

## **Contribution Rebates**

Section 88.11 of the MEA provides that a municipality may consider a by-law to provide for the payment of rebates to individuals who made contributions to candidates for office.

In the 2018 Municipal Election Procedures for the Town of St. Marys, there was not an allowance for contribution rebates as it was the responsibility of the candidate or third-party advertiser to ensure that they did not collect more than the amount set out in the certificate of maximum campaign amount.

**Recommendation:** The procedure set out in the 2018 election was sufficient and staff did not identify concerns with this process. Therefore, it is staff's recommendation to remain status quo and not provide contribution rebates to candidates or third-party advertisers.

## **Sign By-law Update**

Section 20.2 of the Sign By-law, 86-2018, provides twelve (12) prohibitions related to election signs. Highlights from the by-law include:

- Election signs shall not be illuminated, interfere with vehicular traffic or safe passage of pedestrians, or impede with Town maintenance operations.
- Election signs cannot be placed outside of the ward or municipality in which the candidate is seeking election.
- Election signs are not permitted at a polling station.
- Municipal logos are prohibited from election signs, and signs are not permitted on municipal property.
- Signs are not permitted before nomination day.
- Signs must be removed within 72 hours of the election.
- Signs are not permitted in a roadway, within 3 metres of a roadway, on a boulevard, less than 3 metres from a crosswalk, on a tree, fence, wall, gate or utility pole, or within 7 metres of another election sign of the same candidate.

The By-law also delegates authority to the Chief Building Official to retrieve election signage erected in contravention to the by-law and permits destruction if the signage is not picked up within a prescribed period of time as outlined in the Municipal Election Procedures.

Staff have reviewed the provisions within the MEA and the Town's By-law to ensure that the prohibitions are current and will support past concerns about sign usage during the campaign period in St. Marys.

The set fines for infractions associated with misuse of election signs according to By-law 86-2018 are \$150. As nomination period draws closer, staff will remind those designated the authority to enforce the By-law what the infractions are to ensure compliance is maintained throughout the geographical boundary of St. Marys.

Within the candidate nomination and third-party advertising packages, information will be included to set out the expectations for signage in St. Marys.

**Recommendation:** No action required from Council.

## **Question on the Ballot**

Section 8(1) of the MEA provides that a municipality may pass a by-law to submit to its electors a proposed by-law requiring their assent, a question not otherwise authorized by law but within the council's jurisdiction, and a question related to an Act or a regulation under an Act.

At this time, there has been no past discussion by Council to consider submitting a question on the ballot. The MEA was amended in 2020 to change the deadline for activities related to a question on the ballot. By February 19, the clerk must provide notice to the public and the Minister of the intention to pass a by-law to submit a question to the electors. Following notice, one public meeting must be held prior to the passing of the by-law. The by-law must be passed by March 1 in the year of the regular election.

**Recommendation:** Nothing further required at this time.

## **Establish Vote, Vote Counting Method and Alternative Voting**

Section 42 of the MEA provides that a municipality may pass by-laws authorizing the use of voting and vote-counting equipment along with alternative methods of voting. For the 2018 municipal election, a by-law was passed in 2017 to authorize the use of optical scanning vote tabulators and vote records.

Staff are preparing a report regarding options for vote, vote-counting methods and alternative voting. The deadline to pass a by-law authorizing the use of equipment is May 1 in the year of the regular election.

**Recommendation:** Nothing at this time. Report back pending.

## **Establish a Compliance Audit Committee**

Schedule A of By-law 78-2018 outlines the authority of a compliance audit committee:

- a) *to grant or reject a compliance audit application,*
- b) *to appoint an auditor to conduct the audit where the application is granted and receive the results;*
- c) *to commence legal proceedings against the candidate for any apparent contravention within 30 days of receiving the auditor's report,*
- d) *to commence legal proceedings against a registered third party for any apparent contravention of contributions.*

Section 88.37(1) of the MEA provides that a municipality shall establish a compliance audit committee before October 1 of the election year.

Since at least the 2010 municipal election, the Town of St. Marys has partnered with the City of Stratford and the lower tiers of Perth County to establish a joint compliance audit committee. The current term of the Joint Compliance Audit Committee ends on November 14, 2022.

The partners have commenced discussions to continue with a joint committee for the next term. Staff will report back to Council prior to October 1 with a terms of reference for the committee and a draft by-law to enact the structure.

**Recommendation:** Nothing further at this time.

While there are a number of details that fall to the municipal clerk to review, establish and implement, key information has been shared below to ensure Council is aware of steps taken to date, and next steps to developing a smooth election process.

## **Establish Procedures**

Staff are reviewing the 2018 election procedure manual and amending it as required. Best practices from neighbouring and comparator municipalities are being taken into consideration. The deadline for completing the procedure manual is April 30 so that the final version will be available for candidates when the nomination period opens on May 2.

The procedure manual is considered to be a living document and as such, the Clerk may amend from time to time as she sees fit.

**Recommendation:** No action required from Council.

## **Staffing Plan**

Staff have begun to give consideration to the staffing needs required to implement the 2022 municipal election. Council provided approval in the 2022 municipal budget for the hiring of a contract position in the administration budget. This position will support the Clerk in preparing for the election. Staff will review the various roles and responsibilities related to holding the election such as a deputy returning officer and poll clerk and will develop a staffing plan and move forward with recruitment and training.

**Recommendation:** No action required from Council.

## **Election Details**

Key dates of the 2022 municipal election:

- May 2 – Nomination and registration (third-party advertiser) period commences
- August 19 – Nomination Day, must be filed by 2:00 pm
- August 22 – Nominations certified by 4:00 pm
- October 8 – Advance poll at Pyramid Recreation Centre, 10:00 am – 4:00 pm
- October 12,13 – Advance poll at nursing homes, 9:00 am – 12:00 pm (tentative)
- October 24 – Election Day, 10:00 am – 8:00 pm
- November 14 – Last day of this term of Council
- November 15 – New term of office commences

## **FINANCIAL IMPLICATIONS**

\$70,000 has been budgeted for the 2022 municipal election.

## **SUMMARY**

There are components of the 2022 municipal election which require direction from Council. Staff have detailed each component and provided a recommendation to Council.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

None.

## **ATTACHMENTS**

AMCTO Elections Calendar

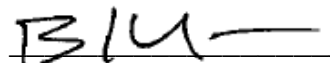
## **REVIEWED BY**

### **Recommended by the Department**



Jenna McCartney  
Clerk

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer



# 2021-2023 Municipal Elections Calendar

This calendar represents the group's best efforts to capture key requirements and considerations for the upcoming planning for municipal election administrators. The calendar does not claim to be perfect and all items should be verified independently by the legislation/regulations or among your peers.

# The AMCTO Ontario Municipal Directory

The Easiest Way to Find Key  
Contacts in all Ontario Municipalities



**The AMCTO Ontario Municipal Directory** is the most comprehensive listing of key contacts and decision-makers in Ontario's local government sector.

The directory includes names, titles and contact information for the heads of council and department heads of each of Ontario's 444 municipalities. Also included is a listing of the population size and household statistics for each municipality, and key municipal associations and service boards. This valuable information is compiled and verified every year by AMCTO in collaboration with staff from each Ontario municipality.

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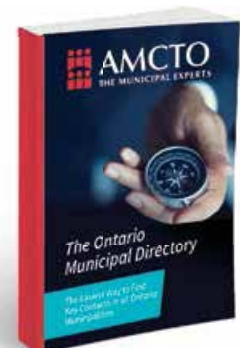


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***Within the print version of the directory, you'll find:***

- Names, job titles, phone numbers and emails for key contacts in municipalities
- Easily accessible listings and contacts for Ontario's municipal associations
- Province-wide Local Board contact information organized by subject for quick searches





## Fall of 2021

*s.10 – “a time limited by this Act that would otherwise expire on a Saturday or holiday shall be deemed to expire on the next day that is neither a Saturday nor a holiday”*

*Please note: There are a number of dates throughout this document that have been moved to the following Monday, as they fall on a weekend or holiday.*

Revisit the merits of the following by-laws and report to Council for decision if necessary:

- Language of Notices and Forms s.9
- Policy regarding circumstances in which a municipality requires a recount
- Contribution rebates, s.88.11
- Sign By-Law updates

Clerk to decide:

- E-filing of financial statements s. 88.25(11) / s. 88.29(9)
- Hours of voting at institutions
- Any voting places opening before 10:00 a.m.

Commence preparations for the conduct of an efficient election, eg. traditional paper ballot, use of voting technology, secure accessible voting places, estimate sufficient number of single or composite ballots, order and/or prepare all counting and reporting documents, plan for training election day staff, establish procedures, Compliance Audit Committee etc.





**February 19  
Saturday**

Last day to provide notice to the public and the Minister of the intention to pass a by-law to submit a question to the electors. s.8.1(3)

**Note:** At least one public meeting must be held, to consider the matter, prior to passing a by-law to submit a question to the electors. s. 8.1(3)

**March 1  
Tuesday**

Last day to pass a by-law to submit a question to the electors. s.8.1(1)

- At least 10 days notice must be provided to the public and the Minister, and one public meeting must be held before passing a by-law to submit a question to the electors. s.8.1(3)
- Within 15 days after passing the by-law, the clerk shall give notice to the public and the Minister of the passing of a by-law to submit a question to the electors. s.8.1(4)
- Within 20 days after the clerk gives notice of the passing of the by-law, the Minister or any other person or entity may file a notice of appeal to the Chief Electoral Officer. s.8.1(6)
- Within 15 days after the last day for filing a notice of appeal, the clerk shall forward any notices of appeal received to the Chief Electoral Officer. s.8.1(7)
- Within 60 days of receiving any notices of appeal, the Chief Electoral Officer shall hold a hearing regarding the appeal of the by-law. s.8.1(9)

**March 31  
Thursday**

No by-election shall be held after this date. s.65(2)

Deadline for dividing the local municipality into voting subdivisions and informing Municipal Property Assessment Corporation (MPAC) of the boundaries. s.18(1), (2)

**April 3  
Sunday**

Last day for school boards to provide a copy of the report on determination and distribution of Trustees. Education Act, Reg 412/00, ss. 9

**April 30  
Saturday**

Last day for municipalities and local boards to establish rules and procedures regarding the use of municipal and/or board resources during the election campaign period. s.88.18

**May 1  
Sunday**

Last day for the Minister, an upper-tier municipality, or local board to submit a by-law or question to the electors. s.8(5.1)

Last day to pass a by-law authorizing the use of voting and vote-counting equipment and/or authorizing electors to use an alternative voting method. s.42(2)

Last day to pass a by-law with respect to the circumstances in which the clerk shall hold a recount. s.56(5)





**May 2  
Monday**

Nomination and registration periods begin. s.33(4), s.88.6(7)

Upon filing, provide candidates with:

- A certificate of the applicable interim maximum amount of expenses. s.33.0.1
- A certificate of the applicable interim maximum amount of contributions to a candidate's own election campaign. s.33.0.2
- A certificate of the applicable interim maximum amount for parties, etc. after voting day. s.88.20(9) (**Note:** not legislated but can be provided as a helpful reminder)
- A notice of the penalties related to campaign finances and the refund of the nomination filing fee. s.33.1
- A copy of the procedures and forms established for any voting and vote-counting equipment, or alternative voting method. s.42(3)

Upon filing, provide registered third parties with:

- A certificate of the applicable interim maximum amount of expenses. s.88.21(15)
- A certificate of the applicable interim maximum amount for parties, etc. after voting day. s.88.21(15)

**June 1  
Wednesday**

Last day to establish procedures and forms for the use of any voting and vote-counting equipment, or alternative voting method. s.42(4)

**July 31  
Sunday**

Last day for MPAC to deliver the preliminary list for each local municipality, unless another date earlier than September 1 has been agreed upon or prescribed by the Minister. s.19(1.1)

**August 19  
Friday**

**Nomination Day.** s.31

- On Nomination Day, nominations may only be filed between 9 a.m. and 2 p.m. s.33(4)
- If a person is present at the clerk's office on Nomination Day at 2 p.m. and has not yet filed a nomination, they may file the nomination as soon as possible after 2 p.m. s.33(4.1)

A candidate who wishes to withdraw their nomination must notify the clerk in writing before 2 p.m. s.36

Last day to revoke a by-law to submit a question to the electors. s.8.1(1)



## August 22 Monday

All nominations to be examined and certified by 4 p.m. s.35(1)

Declare the candidate(s) elected by acclamation. s.37(1)

**Note:** Nominations filed with an upper-tier municipality, for an office where the member of the council is to be elected by the electors of all or part of one or more lower-tier municipalities within the upper-tier municipality, must be forwarded to the clerk of each lower-tier municipality in which the election is to be held within 48 hours after the close of nominations. s.11.1(4)

First possible day for an elector to appoint a voting proxy (unless additional nominations are required). s. 44(4)

- Proxy applications may be filed during regular business hours at the clerk's office or other designated location on or before voting day. However, on advance vote days, the *Municipal Elections Act (MEA)* requires that the clerk's office and/or other designated location be open between noon and 5:00 p.m. for the purpose of considering and certifying proxy applications. s.44(6)

**Note:** Several municipalities hold off on considering and certifying proxy applications until September 1, when the voters' list becomes public.

## August 24 Wednesday

Additional nominations may be filed between 9 a.m. and 2 p.m., if the number of nominations filed for an office and certified is less than the number of persons to be elected to the office. s. 33(5)

A candidate who wishes to withdraw their additional nomination must notify the clerk in writing before 2 p.m. s.36

## August 25 Thursday

Any additional nominations to be examined and certified by 4 p.m. s.35(1)

Declare the candidate(s) elected by acclamation. s.37(2)

**Note:** Nominations filed with an upper-tier municipality, for an office where the member of the council is to be elected by the electors of all or part of one or more lower-tier municipalities within the upper-tier municipality, must be forwarded to the clerk of each lower-tier municipality in which the election is to be held within 48 hours after the close of nominations. s.1.1(4)





## September 1 Thursday

Last day for reproducing the voters' list and determining the revision procedures. s.23(2)

- **On written request**, provide copies of the voters' list to those referred under subsection 23(3) of the MEA. s. 23(3)
- **On written request**, provide candidates with a copy of the part of the voters' list that contains the names of the electors who are entitled to vote for that office. s.23(4)

Revision period begins. s.24, s.25

- From September 1 until the close of voting on voting day (October 24), a person may submit an application to have their name added to or removed from the voters' list, or to have their information on the voters' list amended. s.24(1)
- From September 1 until the close of voting on voting day (October 24), a person may submit an application requesting that a deceased person's name be removed from the voters' list. s. 25(3)

Determine if voting places are to be provided at institutions and retirement homes, on voting day, based on the number of beds occupied **as of this day**. s.45(7)

- Voting places to be established at institutions with 20 or more beds occupied and retirement homes with 50 or more beds occupied. s.45(7)

## September 15 Thursday to September 26 Monday

Prepare and distribute an interim list of the changes to voters' list that were approved on or before September 15. s.27(1)

**Note:** MPAC has traditionally provided an Exceptions List – Update to PLE (Preliminary List of Electors) / VNF (Voter Notification File) on three dates in mid-September.

## September 23 Friday

Last day to revoke a by-law to submit a question to the electors, if the election does not include an election for an office. s.8.1(1)

## September 24 Saturday

First possible day to hold an advance vote. s.43(3)

## September 26 Monday

Last day to provide a copy of the interim list to each person who previously received a copy of the voters' list. s.27(1)

Last day to provide the final certificates of the applicable maximum amounts for each office. s. 88.9.1(4), s. 88.20(13), s.88.21(14)

Provide candidates with:

- A certificate of the applicable maximum amount of expenses. s.88.20(6)
- A certificate of the applicable maximum amount of contributions to a candidate's own election campaign. s.88.9.1(4)
- A certificate of the applicable maximum amount for parties, etc. after voting day. s.88.20(9)

Provide registered third parties with:

- A certificate of the applicable maximum amount of expenses. s.88.21(14)
- A certificate of the applicable maximum amount for parties, etc. after voting day. s.88.21(14)



# 2022

**October 1  
Saturday**

Last day for councils and the school boards to establish a compliance audit committee (CAC) for the 2022-2026 term of office. s.88.37(1)

**Note:** It is recommended the clerk remind the secretary of the school board(s) they run elections for the requirement to establish a compliance audit committee and administrative procedures. In addition, several municipalities, particularly smaller ones, consider joint CACs.

**October 10  
Monday**

Last day to request a voting place, free of any charge, in a building specified under section 45(6). s.45(4)

**October 21  
Friday**

Last day for third party advertisers to file their notice of registration. s.88.6(7)

**October 23  
Sunday**

Last day to provide candidates with a notice of penalties related to campaign finances and the refund of the nomination filing fee. s.33.1

**Note:** Recommend providing this notice to candidates when they file their nomination.

Last day to make the Accessibility Plan (regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities) available to the public. s.12.1(2)

**Note:** It is beneficial to post the plan prior to this date, especially ahead of advance voting dates.





**October 24  
Monday**

## **Voting Day** s.5

- Voting places are to open at 10:00 a.m. and close at 8:00 p.m., unless an earlier opening or reduced voting hours have been established by the clerk. s.46(1), (2), (3)

Deadline for applications to have a name added to or removed from the voters' list, or to have information on the voters' list amended. s.44(6), s.24(1)

**October 25  
Tuesday**

**As soon as possible** declare the results and provide information to the public on a website or in another electronic format on the number of votes, declined and rejected ballots, and the number of votes for the affirmative or negative on a by-law or question s.55(4), (4.1)

- Within 15 days after the declaration of the results, the clerk shall hold a recount in the event of a tie or in accordance with any recount policy passed by the municipality or school board. s.56(2)
- Within 30 days after the declaration of the results, the council of a municipality or school board may pass a motion requiring a recount. The clerk shall conduct the recount within 15 days of the motion passing. s.57(1), (2)
- Within 30 days after the declaration of the results, the Minister may make an order requiring a recount regarding a question on the ballot. The clerk shall conduct the recount within 15 days of the order being made. s.57(1), (2)
- Within 30 days after the declaration of the results, a person who is entitled to vote in an election and has reasonable grounds for believing the election results to be in doubt, may apply to the Superior Court of Justice for an order that the clerk hold a recount. The clerk shall conduct the recount within 15 days after receiving a copy of the order. s.58(2), (3), (4)

**November 7  
Monday**

First day council may consider a by-law or resolution to implement the results of a question on the ballot. s.8.3(2)

**Note:** May wish to consider a date after November 15th as consideration for perception of "Lame Duck" Council (refer to s. 275 of the *Municipal Act, 2001*) or of previous Council sitting close to a new term.

**November 15  
Tuesday**

New term of office commences. s.6(1)

New council deemed to be organized when the declarations of office have been made by a sufficient number of members to form a quorum. *Municipal Act, 2001*, s.231

**November 23  
Friday**

Last day to provide MPAC with the final list of changes to the voters' list. s.27(2)

**December 16  
Friday**

Deadline for the newly formed council to host their first meeting. *Municipal Act, 2001*, s.230

**Note:** Special provisions apply to upper-tier municipalities.





## January 3 Tuesday

End of the election campaign period. s.88.24(1), s.88.28

Last day for candidates and registered third parties to provide written notice, in the prescribed form, of a deficit and the continuation of their campaign period. s.88.24(2), s.88.28

## January 23 Monday

Last day to make the Accessibility Report (about the identification, removal and prevention of barriers that affect electors and candidates with disabilities) available to the public. s.12.1(3)

Last day for an elector to make an application to the Superior Court of Justice regarding a controverted election. s.83(2)

- Within 5 days after the application is made, the applicant must serve a copy of the application on the clerk or secretary of the municipality or local board to which the application relates. s.83(3.1)
- A person whose election is questioned in an application may, within seven days after being served with the application, disclaim all right to the office. s.84(3)

Last day for an elected candidate to disclaim all right to the office (if no application made to the Superior Court of Justice against the validity of the candidate's election). s.84(1)

## February 22 Wednesday

First possible day for the destruction of election records (if the results of the election are declared on October 25 and are unchallenged). s.88(1)

- Ballots and all other documents and materials related to an election shall be retained for 120 days after declaring the results of the election. s.88(1)

**Note:** Certain records (such as those related to financial statements) must be retained. Consult MEA s. 88(4) for those records that must be retained, in addition to your municipality's records retention by-law.

## March 1 Wednesday

Last day to provide candidates and registered third parties with notice of the filing requirements for their initial financial statements and auditor's reports. s.88.25(9), s.88.29(7)

- The notice to candidates should also refer to their entitlement to receive a refund of the nomination filing fee if they meet the requirements of s. 34, and the penalties set out in subsections 88.23(2) and 92(1) of the MEA. s.88.25(9)
- The notice to registered third parties should refer to the penalties set out in subsections 88.27(1) and 92(4) of the MEA. s.88.29(7)

## March 30 Thursday

Last day for candidates and registered third parties to apply to the Superior Court of Justice to extend the time for filing their initial financial statements and auditor's reports. s.88.23(6), s.88.27(3)

- The court may grant an extension of no more than 90 days. s.88.23(6), s.88.27(3)



**March 31  
Friday**

Deadline for candidates and registered third parties to file their initial financial statements and auditor's reports. s.88.30(1)

- Make the documents filed under s. 88.25, 88.29 (financial statements and auditor's reports) and 88.32 (subsequent expenses) available to the public on a website or in another electronic format as soon as possible after the documents are filed. s.88(9.1)
- If an error is identified in a filed financial statement, the candidate may withdraw the statement and, at the same time, file a corrected financial statement and auditor's report on or before the 2 p.m. deadline. s.88.25(3), s.88.29(2)

Last day for candidates and registered third parties to notify the clerk, in writing, that an application has been made to Superior Court of Justice to extend the time for filing their initial financial statement and auditor's report (2 p.m. deadline). s.88.23(7), s.88.27(4)

**Note:** Candidates that file their financial statements and auditor's reports in accordance with subsection 88.25(1) by the 2 p.m. deadline are entitled to receive a refund of their nomination filing fee. s.34

**April 24  
Monday**

Last day on which council may consider a by-law or resolution to implement the results of a question on the ballot. s.8.3(2)

**May 1  
Monday**

Last day for candidates and registered third parties to file their **initial** financial statements and auditor's reports (by 2 p.m. with a \$500 late filing fee). s.88.23(9), s.88.27(6)

- Documents submitted after this deadline are to be accepted only for the purpose of making them available to the public. s.88.25(12), s.88.29(10)

**If applicable**, notices of default should be issued by the clerk as soon as practicable after this filing deadline. s.88.23(3), s.88.27(2)

Report identifying each contributor who appears to have contravened any of the contribution limits to be made available as soon as possible after this date. s.88.34(2), (5), s.88.36(2)

- The clerk shall prepare a separate report in respect of each contributor who appears to have contravened any of the contribution limits and forward those reports to the compliance audit committee. s.88.34(2), (3), (4), (5), (6), (7), s.88.36(3), (4)
- Within 30 days after receiving a report, the committee must consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. s. 88.34(8), s.88.36(5)

**May 2  
Tuesday**

Report setting out all candidates and registered third parties in an election along with an indication of whether each has filed a financial statement and auditor's report to be made available to the public on a website or in another electronic format as soon as possible after this date. s.88.23(5), s.88.29(11)





## June 29 Thursday

Last day for an elector to apply for a compliance audit of a candidate or registered third party's initial financial statement. s.88.33(3), s.88.35(3)

- Within 10 days of receiving the application, the clerk must forward the application to the compliance audit committee. s.88.33(4)
- Within 30 days after the committee has received the application, the committee must consider the application and decide whether it should be granted or rejected. s.88.33(7)
- The committee's decision may be appealed to the Superior Court of Justice within 15 days after the decision is made. s.88.33(9)
- Within 10 days after receiving the report from the committee appointed auditor, the clerk must forward the audit report to the committee. s.88.33(14)
- The committee must consider the report within 30 days after receiving it and, if the report concludes that the candidate appears to have contravened a provision of the MEA relating to election campaign finances, the committee shall decide whether to commence a legal proceeding against the candidate for the apparent contravention. s.88.33(17)

## June 30 Friday

Last day of the extended campaign period for candidates and registered third parties that extended their campaign due to a deficit, or that recommenced their campaign due to a recount, controverted election, or compliance audit. s.88.24(1)(4i), s.88.24(1)(5iv)

**Note:** Last day may be earlier if the deficit is eliminated.

## August 30 Wednesday

Last day to provide candidates and registered third parties with notice of the filing requirements for their supplementary financial statements and auditor's reports. s.88.25(10), s.88.29(8)

- The notice to candidates should also refer to the penalties set out in subsections 88.23(2) and 92(1) of the MEA. s.88.25(10)
- The notice to registered third parties should refer to the penalties set out in subsections 88.27(1) and 92(4) of the MEA. s.88.29(8)

## September 28 Thursday

Last day for candidates and registered third parties to apply to the Superior Court of Justice to extend the time for filing their supplementary financial statements and auditor's reports. s.88.23(6), s.88.27(3)

- The court may grant an extension of no more than 90 days. s.88.23(6), s.88.27(3)



**September 29  
Friday**

**Deadline for candidates and registered third parties to file their supplementary financial statements and auditor's reports. s.88.30(1)**

- Make the documents filed under s. 88.25, 88.29 (financial statements and auditor's reports) and s. 88.32 (subsequent expenses) available to the public on a website or in another electronic format as soon as possible after the documents are filed. s.88(9.1)
- If an error is identified in a filed financial statement, the candidate may withdraw the statement and, at the same time, file a corrected financial statement and auditor's report on or before the 2 p.m. deadline. s.88.25(3), s.88.29(2)

Last day for candidates and registered third parties to notify the clerk, in writing, that an application has been made to Superior Court of Justice to extend the time for filing their supplementary financial statement and auditor's report (2 p.m. deadline). s.88.23(7), s.88.27(4)

**October 30  
Monday**

Last day for candidates and registered third parties to file a **supplementary** financial statement and auditor's report (by 2 p.m. with a \$500 late filing fee). s.88.23(9)

- Documents submitted after this deadline are to be accepted only for the purpose of making them available to the public. s.88.25(12), s.88.29(10)

**If applicable**, notices of default should be issued by the clerk as soon as practicable after this filing deadline. s.88.23(3), s.88.27(2)

Report identifying each contributor who appears to have contravened any of the contribution limits to be made available as soon as possible after this date. s.88.34(2), (5), s.88.36(2)

- The clerk shall prepare a separate report in respect of each contributor who appears to have contravened any of the contribution limits and forward those reports to the compliance audit committee. s.88.34(2), (3), (4), (5), (6), (7), s.88.36(3), (4)
- Within 30 days after receiving a report, the committee must consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. s.88.34(8), s.88.36(5)



**December 28  
Thursday**

Last day for an elector to apply for a compliance audit of a candidate or registered third party's supplementary financial statement. s.88.33(3), s. 88.35(3)

- Within 10 days of receiving the application, the clerk must forward the application to the compliance audit committee. s.88.33(4)
- Within 30 days after the committee has received the application, the committee must consider the application and decide whether it should be granted or rejected. s.88.33(7)
- The committee's decision may be appealed to the Superior Court of Justice within 15 days after the decision is made. s.88.33(9)
- Within 10 days after receiving the report from the committee appointed auditor, the clerk must forward the audit report to the committee. s.88.33(14)
- The committee must consider the report within 30 days after receiving it and, if the report concludes that the candidate appears to have contravened a provision of the MEA relating to election campaign finances, the committee shall decide whether to commence a legal proceeding against the candidate for the apparent contravention. s.88.33(17)

### **Acknowledgements:**

AMCTO would like to acknowledge staff from the City of Ottawa, City of Guelph, Town of Oakville and The Municipality of Middlesex Centre for their work on the calendar.





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## FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Brent Kittmer, Chief Administrative Officer
<b>Date of Meeting:</b>	8 February 2022
<b>Subject:</b>	<b>ADMIN 09-2022 AMO Call to Action – CN Rail and Drainage</b>

### PURPOSE

The purpose of this report is to present an AMO call to action for Council to consider regarding CN Rail and non-payment of costs related to *Drainage Act* Expenses.

### RECOMMENDATION

**THAT** Council for the Town of St. Marys support the AMO call to action regarding CN Rail and Drainage; and

**THAT** the Clerk send a letter to CN Rail following the AMO letter template.

### BACKGROUND

The Association of Municipalities of Ontario (AMO) has issued a call to action requesting that Municipalities send a letter to CN Rail calling on them to fulfill their obligations to pay their beneficiary costs for improvements made under the *Drainage Act*. Municipalities are experiencing issues with drainage maintenance work, construction of new drains, and the collection of assessed costs to CN Rail for the *Drainage Act*. The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) sent a letter dated December 23, 2021 which clearly articulates the issue and the inequity that the CN position causes. AMO has requested that Municipalities send a letter to amplify the OMAFRA letter which states:

“Given that federally regulated railways are indeed subject to the *Drainage Act*, we expect CN Rail to pay its costs as assessed under the *Drainage Act* and not to hinder the progress of these projects or others in the future.”

The full OMAFRA letter is attached. At a recent regional CAOs meeting the Municipality of Perth South outlined their current challenges regarding drainage projects in which CN has been assessed costs. Perth South has requested that municipalities in Perth County consider supporting AMO’s call to action.

### REPORT

The railway that passes through St. Marys is owned and operated by CN Rail. Presently, St. Marys is not experiencing the difficulties that other Municipalities in the area are experiencing with CN Rail. However, it is recommended that Council passes a resolution supporting the AMO call to action and write a letter to CN Rail to lend support to and amplify the OMAFRA letter.

### FINANCIAL IMPLICATIONS

None at this time.



## **SUMMARY**

Although there is no immediate impact to the Town resulting from CN Rail's actions, it is important to curtail this philosophy of non-payment by CN Rail as it may grow and eventually impact the Town.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

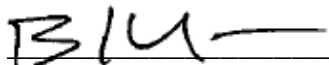
Perth County CAOs

## **ATTACHMENTS**

December 23, 2021 Letter from Lisa Thompson, Minister of Agriculture, Food and Rural Affairs

## **REVIEWED BY**

### **Recommended by the CAO**



Brent Kittmer

Chief Administrative Officer



Ontario

December 23, 2021

Jean-Jacques Ruest  
President and CEO  
CN Rail  
[jeanjacques.ruest@cn.ca](mailto:jeanjacques.ruest@cn.ca)

Dear Mr. Ruest:

I am writing to you with regards to drainage in Ontario.

Drainage infrastructure is critical to support agriculture and food production in rural Ontario. Ontario's Drainage Act is a very important piece of legislation to meet the drainage needs of a variety of stakeholders including individual farmers, landowners, municipalities and, of course, railways. As resolving drainage issues can be complex and represent a significant financial impact for ratepayers, the Drainage Act was enacted to promote a fair and efficient process.

Historically, there has been infrequent and minimal conflict between municipalities and the railways around drainage. Railways have generally complied with their obligations under the Drainage Act. However, recently I have received a significant amount of correspondence from stakeholders and municipalities in Ontario – including by delegations at both the Rural Ontario Municipal Association and the Association of Municipalities of Ontario conferences – expressing concerns about difficulties they are having in their dealings with CN Rail on drainage issues and projects under the Drainage Act. It appears that CN Rail is now of the view that, as it is federally regulated, it is not required to comply with this provincial legislation.

Consequently, a variety of issues have emerged, including:

- non-payment by CN Rail of statutory cost assessments and/or advising municipalities that all costs are the responsibility of the municipality;
- project delays related to administrative barriers created by CN;
- insistence that the municipalities enter into crossing agreements that shift costs to the municipalities, contrary to the provisions of Ontario's Drainage Act.

.../2

To give you an indication of the severity of the issue at hand, there are at least 55 municipal drain projects currently being impacted by CN Rail's actions with more anticipated. If these works do not proceed and CN Rail uses the municipalities to carry its costs, it will take an unnecessary and unfair toll on those communities. This is a concern to our government as landowners within these drain watersheds count on a reliable, functional drainage system to support their businesses and agricultural operations thereby supporting their families, neighbours, and thriving communities.

Given that federally regulated railways are indeed subject to the Drainage Act, we expect CN Rail to pay its costs as assessed under the Drainage Act and not to hinder the progress of these projects or others in the future. To that end, I have recently written to my federal colleagues, the Honourable Omar Alghabra, Minister of Transport and the Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-food about the issue and I have asked for their support to resolve this issue.

I am sure that you would agree with me that having a multitude of projects brought forward for adjudication does not represent an effective use of CN time or money. I welcome an opportunity to meet with you to discuss this matter further as finding a resolution is critical.

I look forward to your response.

Sincerely,



Lisa M. Thompson  
Minister of Agriculture, Food and Rural Affairs

c: Mayor Jamie McGarvey, AMO President, Mayor of the Town of Bracebridge  
Mayor Robin Jones, ROMA Chair, Village of Westport  
Fiona Murray, CN, Vice-President, Public and Government Affairs  
Daniel Salvatore, CN, Manager Public Affairs Ontario  
Hon. Omar Alghabra, Minister of Transport  
Hon. Marie-Claude Bibeau, Minister of Agriculture and Agri-Food Canada  
Hon. Caroline Mulroney, Minister of Transportation  
Hon. Steve Clark, Minister of Municipal Affairs and Housing

#### **COVID-19 Reminders**

- For vaccination booking details visit: <https://covid-19.ontario.ca/book-vaccine/>
- Follow your local public health/safety measures: <https://covid-19.ontario.ca/zones-and-restrictions>
- Practice physical distancing – stay 2 metres away from others in public  
Get the facts - [www.ontario.ca/page/covid-19-stop-spread](http://www.ontario.ca/page/covid-19-stop-spread)

## 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>	8 February 2022
<b>Subject:</b>	<b>COR 06-2022 Adoption of 2022 Budget</b>

### PURPOSE

To present the necessary by-laws to Council for the consideration of adopting the 2022 budget, tax levy, and property tax rates.

### RECOMMENDATION

**THAT** COR 06-2022 Adoption of 2022 Budget report be received; and

**THAT** Council consider adopting By-law 10-2022 being a by-law to adopt the 2022 Budget and Tax Levy; and

**THAT** Council consider adopting By-law 11-2022 being a by-law to set tax ratios for prescribed property classes for municipal purposes for the year 2022; and

**THAT** Council consider adopting By-law 12-2022 being a by-law to levy the rates of taxation for the year 2022.

### BACKGROUND

Town staff have been working and preparing the draft 2022 budget documents since the summer of 2021. Council has deliberated the draft 2022 budget at four separate meetings in 2021:

October 19, 2021 – Strategic Priorities Committee – 2022 Capital budget

November 16, 2021 – Special Meeting of Council – 2022 Operating budgets

December 7, 2021 – Special Meeting of Council – 2022 Operating budgets, Reserves, and Property taxes

January 18, 2022 – Special Meeting of Council – Final Budget summary, External delegations and Community Grants

At the January 18<sup>th</sup> meeting, Council passed the following resolution:

*Council direct staff to bring forward the 2022 budget by-law for the consideration of Council on February 8, 2022.*

### REPORT

The 2022 budget includes a total property tax levy of \$13,328,384 – this represents a total tax levy increase 4.13% and a net tax levy increase of 0.88%. The net tax levy represents the tax levy “net” of 2021 real assessment growth (physical additions to the assessment like new properties). The net levy represents the average tax increase across all property tax classes – Residential, Commercial, Industrial, etc.)



The Town of St. Marys collects revenues from its residents and businesses in two ways:

1. Property Taxes – the cost of all municipal services, less any revenues, is collected through property taxes. The Town also collects a portion of education taxes on behalf of the Province through the property taxes as well. Property tax bills are sent from the Town twice a year. The first bill is sent out in January/February and includes 2 due dates – end of February and end of May. The second (final) tax bill is sent in July and also has 2 due dates, end of August and the end of October.
2. User Fees – The Town charges user fees for many programs. Three Municipal services the Town provides are fully funded by user fees and do not impact the property tax levy. Those services are Water, Wastewater, and Solid Waste. Water and wastewater fees are charged through our partner, Festival Hydro, and residents receive that charge monthly with their hydro bill. The Solid Waste user fees are charged through wheelie bin fees and are included as a separate line item on the property tax bill.

The information is summarized below:

**TOWN OF ST. MARYS**  
**2022 FINAL BUDGET - February 8, 2022**

	2021	2022	% Increase	\$ Increase
<b>Total Tax Levy</b>	12,799,710	13,328,384	4.13%	\$528,674
2021 Growth	412,296			
<b>Adjusted Tax Levy</b>	13,212,006	13,328,384	0.88%	\$116,378

**TOTAL MUNICIPAL BURDEN ON MEDIAN RESIDENTIAL DWELLING**

<b>1 Median Municipal Tax - Residential Dwelling</b>	3,279.16	3,308.04	0.88%	\$29
<b>Wheelie Bin</b>	129.00	131.58	2.00%	\$3
<b>2 Education Tax</b>	400.86	400.86	0.00%	\$0
<b>Total - Property Tax bill</b>	<b>3,809.02</b>	<b>3,840.48</b>	<b>0.83%</b>	<b>\$31</b>
<b>3 Water</b>	433.50	442.08	1.98%	\$9
<b>3 Wastewater</b>	457.75	467.76	2.19%	\$10
<b>Total - Utility bill</b>	<b>891.25</b>	<b>909.84</b>	<b>2.09%</b>	<b>\$19</b>
<b>TOTAL MUNICIPAL BURDEN</b>	<b>4,700.27</b>	<b>4,750.32</b>	<b>1.06%</b>	<b>\$50</b>

<sup>1</sup> **Municipal Tax (does not include education tax) based on Median Assessment of \$268,000**

<sup>2</sup> **Education rates prescribed by Province -Confirmed**

<sup>3</sup> **Based on average use of 13 cubic meters per month**

Below is the municipal property tax change for typical properties in different tax classes:

RTC	RTQ	Description	2021 CVA	2022 CVA	% CVA Change	2021 Total CVA Taxes	2022 Total CVA Taxes	\$ Tax Change	% Tax Change
R	T	Single Family Home (Median)	268,000	268,000	0.00%	3,279.16	3,308.04	28.88	0.88%
R	T	Single Family Home (High)	415,000	415,000	0.00%	5,194.08	5,239.84	45.76	0.88%
M	T	Apartment Building	1,918,000	1,918,000	0.00%	26,727.77	26,963.19	235.42	0.88%
C	T	Small Office Building	197,000	197,000	0.00%	3,801.31	3,834.79	33.48	0.88%
C	T	Small Retail Commercial Property	190,000	190,000	0.00%	3,666.24	3,698.53	32.29	0.88%
I	T	Standard Industrial Property	971,800	971,800	0.00%	30,403.66	30,671.46	267.80	0.88%

## FINANCIAL IMPLICATIONS

The annual budget and tax levy provide the Town with means to collect property taxes and other fees to support the operating and capital needs for the year and advance the Town's strategic plan. The 2022 tax levy is \$13,328,384.

## SUMMARY

Council has deliberated and recommended the 2022 operating and capital budget. Finalizing the budget and adopting the budget and tax levy By-law will provide a property tax levy of \$13,328,384.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

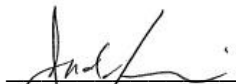
Senior Management Team

## ATTACHMENTS

See 2022 budget by-laws attached in the By-Laws section of the agenda.

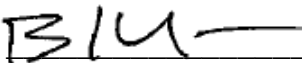
## REVIEWED BY

### Recommended by the Department



André Morin  
Director of Corporate Services / Treasurer

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer

## 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>	8 February 2022
<b>Subject:</b>	<b>COR 08-2022 MMP Intake 3 Agreement</b>

### PURPOSE

To provide Council with the details of the Municipal Modernization Program (MMP) Intake 3 grant the Town has been successful to receive and request the authority to exercise the transfer payment agreement (TPA).

### RECOMMENDATION

**THAT** COR 08-2022 MMP Intake 3 Agreement report be received;

**THAT** Council consider By-law 13-2022 authorizing the Mayor and Clerk to sign the Transfer Payment Agreement for the Municipal Modernization Program Intake 3 – Implementation stream; and

**THAT** Council consider By-law 14-2022 authorizing the Mayor and Clerk to sign the Transfer Payment Agreement for the Municipal Modernization Program Intake 3 – Review stream.

### BACKGROUND

The Province of Ontario has continued their Municipal Modernization grant program. In 2019, the Province allotted every Municipality in Ontario unrestricted funds for modernization and efficiencies. Since then, the Province has launched 3 application based Intakes of the Municipal Modernization program. The Town has been successful in all of its applications thus far:

Intake 1 – 2020 – KPMG Organizational review - \$46,667

Intake 2 – 2021 – Information Systems Strategic Plan - \$30,000

Intake 2 – 2021 – Building Records Digitization - \$61,500

In late 2021, the Province launched Intake 3 of the program. Under Intake 3, there were again two streams. A review stream whereby applications were accepted for a third party to perform an efficiency review. Secondly, an implementation stream whereby up to 75% can be awarded for the implementation of a modernization or efficiency project.

### REPORT

The Town applied for one project under each of the Intake 3 streams and was recently notified that it was successful for both projects.

The review stream project is eligible for 100% funding up to \$50,880 for a Customer Service Location Review. The final report will need to be completed by January 31, 2023:

This third-party review would expand upon recommendations made by KPMG in the Town's Phase 1 Organizational and Administrative process review. The KPMG review recommended

that the Town develop a customer service standard, and further recommended that the Town review and decide which of its services would be offered at each municipal service location. In this review that's being proposed, a consultant would be hired to review each of the Town's existing service points in the downtown core. The consultant would establish a service inventory of what is being offered at each location; and would then make recommendations on how best to organize services by location.

The implementation stream project is eligible for 75% funding up to \$335,705 for the implementation of an Enterprise Resource Planning software (ERP). The final report is due February 28, 2023:

Our current system has many silo'd system applications that have led to lack of data communication between systems and departments; and led to many manual processes. The manual processes are resource intensive as staff are forced to use work arounds to complete activities. In addition to data entry fatigue and productivity loss, the lack of integrated systems has also impacted real time data accessibility and potential data integrity and reliability.

An ERP system will automate the manual processes and increase productivity so that staff can spend more time helping and serving residents better. Data accessibility will also be increased because the ERP will centralize the storage of data. Centralized data will improve reporting and analytics thereby increasing business intelligence at the organization. The reduction of manual processes by the ERP will also solidify data Integrity. The ERP application will replace many of our dispersed software applications.

Each program has its own Transfer Payment Agreement which has been affixed to this staff report.

Requests for proposals will be issued shortly for both these projects and work will commence early in 2022.

## **FINANCIAL IMPLICATIONS**

Customer Service Location Review will be fully funded by the grant.

ERP Project – The 2022 capital budget included a Town reserve contribution of \$81,250 (Total cost of \$325,000) for this project. A full detailed costing will be provided to Council once the Request for Proposal process is completed – This is currently expected to be recommended at the April 12, 2022 Council meeting.

## **SUMMARY**

The Town of St. Marys has been approved for 2 grants under the Municipal Modernization program:

1. \$50,880 – Customer Service Location Review
2. \$335,705 – Implementation of ERP software

## **STRATEGIC PLAN**

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

Modern and Efficient Municipal Services

- Develop a customer service standard
- Develop a plan to modernize Finance services and implement process review recommendations (KPMG)

## **OTHERS CONSULTED**

None.




## **ATTACHMENTS**

TPA – MMP Intake 3 Implementation Stream

TPA – MMP Intake 3 Review Stream

## **REVIEWED BY**

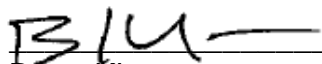
### **Recommended by the Department**



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André Morin  
Director of Corporate Services/Treasurer

### **Recommended by the CAO**



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Brent Kittmer  
Chief Administrative Officer

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the “Province”)

- and -

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

(the “Recipient”)

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement 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 COUNTERPARTS**

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) 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.

**- 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 Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

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

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.



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

---

**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 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“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.

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

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“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 March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“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, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum 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 A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

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

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

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“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 has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) 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
- (c) 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, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) 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;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) 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 or Article A12.0.

### **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 the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates 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 evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) 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;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) 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 A7.2.

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) spend the Funds only in accordance with the Budget;
- (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 do either or both of the following:

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

**A4.6 Rebates, Credits, and Refunds.** The Province 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 do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

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

**A6.1 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 by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

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

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 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.

**A7.8 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 the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate 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 Loss and any Proceeding, 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, which commercial general liability 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) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

#### **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 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 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 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;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(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.

**A12.4 Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

#### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, 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.

#### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

#### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 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 to the Province an amount equal to the

excess Funds.

A15.2 **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 amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **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".

A15.5 **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.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **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 fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(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, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **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.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **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.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A22.0 GOVERNING LAW**

A22.1 **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.

#### **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

#### **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises 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.

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **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.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 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.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

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

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$335,705
<b>Expiry Date</b>	March 31, 2024
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Position:</b> Brenda Vloet  <b>Address:</b> Manager, Municipal Programs and Outreach Unit  <b>Fax:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor  <b>Email:</b> Brenda.Vloet@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b>  <b>Address:</b>  <b>Fax:</b>  <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b>  <b>Address:</b>  <b>Fax:</b>  <b>Email:</b>

**Additional Provisions:**

**B1 Section 4.2 of Schedule “A” is amended by adding the following subsection:**

- (e) The Province is not obligated to provide any Funds to the Recipient that exceed 75% of the incurred project costs.

**B2      Section 4.3 of schedule “A” is amended by adding the following subsection:**

- (e)    not use the Funds for the purpose of paying the Recipient’s regular salary costs.
- (f)    not use Funds for the purpose of purchasing land, buildings or vehicles

**SCHEDULE "C"**  
**PROJECT**

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<b>Project Title</b>
Town of St. Marys Enterprise Resource Planning Software Implementation
<b>Objectives</b>
The objective of the Recipient's Project is to implement an Enterprise Resource Planning (ERP) system with the goal of realizing cost savings and efficiencies.
<b>Description</b>
The Recipient will purchase and implement a new ERP system, business intelligence software and recruitment software. The project will include detailed process reviews to ensure full efficiencies are gained through the implementation. The Recipient will hire temporary staff to assist with the implementation.



**SCHEDULE "D"**  
**BUDGET**

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<b>Item</b>	<b>Amount</b>
Reimbursement of up to 75% of Project costs incurred between August 16, 2021 to the earlier of February 28, 2023 or the submission of the Final Report Back.	Up to \$335,705

**SCHEDULE “E”  
PAYMENT PLAN**

<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"><li>• <b>Execution of Agreement</b></li></ul>	Initial payment of \$234,994 made to Recipient no more than thirty (30) days after the execution of the Agreement.
<ul style="list-style-type: none"><li>• <b>Submission of one (1) Interim Report Back</b></li></ul>	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"><li>• <b>Submission of Final Report Back to the Province</b></li></ul>	Final payment of up to \$100,711 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

## **SCHEDULE “F” REPORTS**

<b>Name of Report</b>	<b>Reporting Due Date</b>
1. Interim Report Back	May 30, 2022
2. Final Report Back	February 28, 2023
3. Annual Report Back	February 28, 2024

### **Report Details**

#### **1. Interim Report Back**

The Recipient will submit one (1) Interim Report Back to the Province by May 30, 2022, using the reporting template provided by the Province. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the Final Report Back,
- A list of actual costs to carry out the Project paid by the Recipient, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

#### **2. Final Report Back**

The Recipient will submit a Final Report Back to the Province once the Project is completed and by February 28, 2023 using the reporting template provided by the Province. The Final Report Back will include:

- A 250-word abstract of the Project and its findings
- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of the Interim Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

#### **3. Annual Report Back**

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

**(the “Province”)**

**- and -**

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

**(the “Recipient”)**

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement 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 COUNTERPARTS**

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) 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.

**- 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 Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

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

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
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 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“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.

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

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“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 March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“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, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum 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 A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

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

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

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“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 has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) 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
- (c) 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, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) 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;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) 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 or Article A12.0.

### **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 the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates 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 evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) 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;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) 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 A7.2.

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) spend the Funds only in accordance with the Budget;
- (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 do either or both of the following:

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

A4.6 **Rebates, Credits, and Refunds.** The Province 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 do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

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

A6.1 **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 by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

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

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **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.

A7.8 **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 the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate 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 Loss and any Proceeding, 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, which commercial general liability 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) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **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 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 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 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;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(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.

**A12.4 Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, 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.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 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 to the Province an amount equal to the

excess Funds.

A15.2 **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 amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **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".

A15.5 **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.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **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 fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(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, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **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.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **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.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A22.0 GOVERNING LAW**

A22.1 **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.

#### **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

#### **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises 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.

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **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.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 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.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

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

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

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<b>Maximum Funds</b>	Up to \$50,880
<b>Expiry Date</b>	March 31, 2023
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> Brenda Vloet <b>Position:</b> Manager, Municipal Programs and Outreach Unit <b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor <b>Email:</b> Brenda.Vloet@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with

the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE “C”  
PROJECT**

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<b>Project Title</b>
Town of St Marys Customer Service Location Review
<b>Objectives</b>
The objective of the Project is to review the Recipient’s three service locations within the Recipient’s downtown core to identify opportunities to streamline common services and staff, and to increase internal capacity, customer services efficiencies, and resident accessibility.
<b>Description</b>
<p>The Recipient will retain an independent third-party reviewer to review each of the Recipient's existing service points in its downtown core . The reviewer will establish a service inventory of the service offerings at each location reviewed. The review will also include recommendations on where to deploy the Recipient’s staff to ensure that services can be offered by the most appropriate staff at each location to increase efficiency and avoid duplication.</p> <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by January 31, 2023.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include detailed explanations and calculations of identified potential quantifiable efficiencies and/or cost savings.</p>

**SCHEDULE "D"**  
**BUDGET**

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Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$50,880



**SCHEDULE “E”  
PAYMENT PLAN**

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Milestone	Scheduled Payment
<ul style="list-style-type: none"><li>• Execution of Agreement</li></ul>	Initial payment of \$35,616 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of Interim Progress Report Back to the Province</li><li>• Publishing of Independent Third-Party Reviewer’s Report on the Recipient’s publicly accessible website</li><li>• Submission of Final Report Back to the Province, which includes a copy of the Independent Third-Party Reviewer’s Report</li></ul>	Final payment of up to \$15,264 made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back

## SCHEDULE “F” REPORTS

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Name of Report	Reporting Due Date
1. Interim Progress Report Back	September 19, 2022
2. Final Report Back and Invoices	January 31, 2023

### **Report Details**

#### **1. Interim Progress Report Back**

The Recipient will submit an Interim Progress Report Back to the Province by September 19, 2022 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer.

#### **2. Final Report Back and Invoices**

The Recipient will submit a Final Report Back to the Province by January 31, 2023 using the reporting template provided by the Province. The Final Report will include:

- A copy of the Independent Third-Party Reviewer’s report,
- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.



# FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Dave Blake, Environmental Services Supervisor
<b>Date of Meeting:</b>	8 February 2022
<b>Subject:</b>	<b>PW 05-2022 Amending Agreement for Produce Care Association of Canada</b>

## PURPOSE

This report presents Council with information regarding a new “Amending Agreement” for Hazardous and Special Products between the Town of St. Marys (Town) and Product Care Association of Canada (PCA) related to Producer Responsible Framework for waste diversion.

## RECOMMENDATION

**THAT** report PW 05-2022 Amending Agreement for Product Care Association of Canada be received for information; and,

**THAT** Council authorize the Chief Administrative Officer to execute the amending agreement with Product Care Association of Canada on behalf of the Corporation.

## BACKGROUND

On June 30, 2015, the Town entered into an Agreement with Product Care Association of Canada for the management of Municipal Hazardous and Special Waste (MHSW) such as paints, coatings, solvents, pesticides, etc.

As the Province of Ontario continues to move waste diversion programs to Producer Responsible Organizations (i.e. Producer Pay), PCA will begin operating as a Producer Responsible Organization (PRO) for Hazardous and Special Products and an updated agreement is required to continue to receive funding for program delivery and materials.

## REPORT

On June 8, 2021, Ontario Regulation 449/21, Hazardous and Special Products, was filed under the Resource Recovery and Circular Economy Act, 2016, that moves the post life management of materials to producers, which includes funding for end of life care of these materials.

Product Care Association of Canada (PCA) began operating as a Producer Responsibility Organization in accordance with the above Regulation on October 1, 2021 for Hazardous and Special Products such as paints and coatings, pesticides, solvents and pressurized containers.

The Town has been invited by PCA to participate in its collection and processing network that will enable producer compliance under Ontario’s Hazardous and Special Products Regulation. This would continue to see the Town in an Agreement with PCA for the collection and handling of Hazardous and Special Products (formerly Municipal Hazardous and Special Waste), however now under the HSP regulation and Producer Responsibility Organization framework.

Under the Agreement, the Town would continue to receive funding for Hazardous and Special Products collected within the community through our event collection dates which would help offset the cost of program delivery within the community.

## FINANCIAL IMPLICATIONS

Without the amending agreement, the Town would no longer receive funding support related to Hazardous and Special Products.

The amending agreement would see the Town receive funding of \$1,200.00 per tonne of material collected related to paints and coatings, pesticides, solvents and non-refillable pressurized containers and \$65.00 per tonne for refillable pressurized containers.

The following Table Projects a budget impact from the historical program delivery model to the amending Agreement:

Item(s)	Historical Funding	New (PRO) Funding
<b>Paints and Coatings</b>	\$5,797.00	\$6,324.00
<b>Solvents</b>	\$63.40	\$1,166.40
<b>Pesticides</b>	\$50.03	\$360.00
<b>Non-Refillable Pressurized</b>	\$238.42	\$506.40
<b>Refillable Pressurized</b>	--	\$30.03
<b>Fertilizers</b>	\$6.86	--
<b>Total Funding (Estimated)</b>	<b>\$6,155.71</b>	<b>\$8,386.83</b>

The above projections provide an estimated funding allocation based on the July 2021 Event Collection weights. Fertilizers are not currently part of the new PRO program but are anticipated for inclusion at a later date

Any ongoing funding received through the amending agreement would assist in off-setting costs related to the Town's ongoing delivery of Hazardous and Special Product collection events.

## SUMMARY

Based on information detailed within this report, staff recommends that the Amending Agreement be executed with Product Care Association of Canada so that the Town may continue to receive funding through the Industry Stewardship Plan related to Hazardous and Special Products.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

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

## ATTACHMENTS


Attachment No. 1 – Amending Agreement No. 2 to the Product Care Association – Municipal Industry Stewardship Plan (ISP) Materials Services Agreement

## REVIEWED BY

### Recommended by the Department

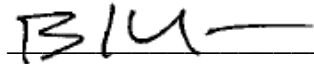


Dave Blake, C.E.T.  
Environmental Services Manager



Jed Kelly  
Director of Public Works

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer

**AMENDING AGREEMENT NO. 2 TO THE  
PRODUCT CARE ASSOCIATION – MUNICIPAL INDUSTRY STEWARDSHIP PLAN (ISP)  
MATERIALS SERVICES AGREEMENT**

**THIS AMENDING AGREEMENT NO. 2** (the “Amending Agreement No. 2”) is made effective as of the 1<sup>st</sup> day of October, 2021.

**BETWEEN:**

**CORPORATION OF THE TOWN OF ST. MARY’S**

(the “Municipality”)

- and -

**PRODUCT CARE ASSOCIATION OF CANADA**

(“PCA”)

**RECITALS:**

- A. The Municipality and PCA (together, the “Parties”) entered into the Product Care-Municipal Industry Stewardship Plan (ISP) Materials Services Agreement (the “Agreement”) made as of the 30<sup>th</sup> day of June, 2015 for the provision of certain services by the Municipality to PCA concerning Phase 1 materials, which were paints and coatings and the containers in which they are contained, as defined by the Industry Stewardship Plan for Paints and Coatings (the “ISP”) pursuant to section 34 of the *Waste Diversion Act, 2002*, SO 2002, c 6, which was in force at the time, but which has since been repealed as of November 30, 2016.
- B. The Agreement has been amended by Amending Agreement No. 1 effective the 1<sup>st</sup> of April 2016, which forms part of the Agreement, to add services for pesticides, solvents and fertilizers and the containers in which they are contained, as defined by the ISP.
- C. The Municipal Hazardous or Special Waste Program operated by Stewardship Ontario (“SO”) and the ISP program will cease operations on the 30<sup>th</sup> of September 2021. As of the 1<sup>st</sup> of October 2021, Ontario Regulation 449/21 (Hazardous and Special Products; the “HSP Regulation”) under the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, *Sched. 1 (the “RRCEA”)* will come into effect and replace repealed legislation regarding resource recovery and waste diversion.
- D. The Resource Productivity and Recovery Authority (“RPRA”) was created by the Government of Ontario to support the transition and oversee waste diversion programs. RPRA’s authority is received from the RRCEA and the *Waste Diversion Transition Act, 2016*, SO 2016, c 12, *Sched. 2 (the “WDTA”)*. The purpose of the WDTA includes promoting the orderly winding up of waste diversion programs and industry funding organizations, such

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as SO, in order to allow for governance under the RRCEA, or otherwise.

- E. The HSP Regulation makes producers of Hazardous and Special Products (“HSP”) responsible for the products once they reach end of life and are disposed of, sets mandatory requirements for HSP collection systems and gives producers choices with respect to resource recovery services. PCA is registered as a Producer Responsibility Organization (“PRO”) with RPRA and has entered into agreements with several producers with the purpose of carrying out one or more of the responsibilities related to HSP.
- F. The Municipality will provide or arrange for certain services with respect to HSP Materials, which includes collecting, sorting, transporting (hauler), processing and post-collection services as understood in the Agreement. PCA will compensate the Municipality or the Municipality’s service provider for these certain services in order to fulfil their contractual obligations as a PRO, and the requirements of the HSP Regulation.
- G. The Parties wish to make certain amendments to the Agreement for the second time as contemplated in Section 13 of the Agreement, and in accordance with the terms and conditions set out herein as Amending Agreement No. 2.

**NOW THEREFORE** in consideration of the terms and provisions set out in this Amending Agreement No. 2, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. The above recitals are true.
- 2. Except for the Title, Recitals and the specific sections replaced by this Amending Agreement No. 2, the following defined terms in Column A shall be replaced by the terms in Column B due to the reason described in Column C, in the Agreement:

<b>A: Previous Term(s)</b>	<b>B: New Term(s)</b>	<b>C: Purpose of the New Term(s)</b>
“Product Care Association”	“Product Care Association of Canada”	The current legal name of PCA.
“Municipal Hazardous or Special Waste” or “MHSW”	“Hazardous and Special Products” or “HSP”	To be consistent with the term used to identify all the materials able to be processed under the HSP Regulation.
“ISP Materials”	“HSP Materials”	To be consistent with the new terminology in the HSP Regulation.
“ISP Program” or “ISP”	“HSP Program”	To be consistent with new terminology in HSP Regulation.
“ISP Services”	“HSP Services”	To be consistent with new terminology in HSP Regulation.
“Waste Diversion Ontario” or “WDO”	“Resource Productivity and Recovery Authority” or “RPRA”	The current regulatory authority overseeing waste diversion in Ontario.

- 3. Section 1.0 of the Agreement providing the Definitions and Interpretation for the Agreement is deleted in its entirety and replaced with Section 1.0 provided as Appendix 1

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to this Amending Agreement No. 2.

4. Section 2.0 of the Agreement specifying the HSP Services contracted for under the Agreement is deleted in its entirety and replaced with Section 2.0 provided as Appendix 2 to this Amending Agreement No. 2.
5. Subsection 3.4 of the Agreement specifying that the Municipality will not charge residential Generators for the collection of HSP Materials is deleted in its entirety and replaced with the following:

**3.4** The Municipality will not charge Generators at its Depots or Events that it is authorized to receive HSP Materials from.
6. Section 4.0 of the Agreement specifying the Term and initiation of the Lab Pack Audit Methodology Review is deleted in its entirety and replaced with Section 4.0 provided as Appendix 3 to this Amending Agreement No. 2.
7. Section 5.0 of the Agreement with respect to Title and Compliance with Laws is deleted in its entirety and replaced with Section 5.0 provided as Appendix 4 to this Amending Agreement No. 2.
8. Section 10.0 of the Agreement with respect to Notices is deleted in its entirety and replaced with Section 10.0 provided as Appendix 5 to this Amending Agreement No. 2.
9. A new Section 29.0 is added to the Agreement with respect to Promotion as follows:

**29.0 Promotion**

- 29.1 PCA shall not, except with the prior written consent of the Municipality, or as required to provide any services to the Municipality as outlined under the Agreement, release information relating to this Agreement or make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise give it publicity in any manner.
10. Schedule "A" of Agreement is deleted in its entirety and replaced with Schedule "A" provided as Appendix 6 to this Amending Agreement No. 2.
  11. Schedule "B" of Agreement is deleted in its entirety and replaced with Schedule "B" provided as Appendix 7 to this Amending Agreement No. 2
  12. Schedule "C" of Agreement is deleted in its entirety and replaced with Schedule "C" provided as Appendix 8 to this Amending Agreement No. 2.
  13. Schedule "D" of Agreement is deleted in its entirety and replaced with Schedule "D"

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provided as Appendix 9 to this Amending Agreement No. 2

14. Schedule "E" of Agreement is deleted in its entirety and replaced with Schedule "E" provided as Appendix 10 to this Amending Agreement No. 2.
15. All capitalized terms which are used in this Amending Agreement No. 2, if not otherwise defined here, shall have the defined meaning set out in the Agreement.
16. Except as set out in this Amending Agreement No. 2, all other terms and conditions of the original Agreement remain in force and are unchanged, and unmodified.
17. The Municipality acknowledges that some Ontario municipalities have participated in the drafting of a template version of this Amending Agreement No. 2. The Municipality acknowledges and agrees that the participation of these municipalities in drafting the template Amending Agreement No. 2 does not constitute these municipalities' endorsement or verification of the (i) Amending Agreement No. 2, (ii) Agreement, (iii) PCA, or (iv) services provided by PCA under the Agreement, and that the Municipality cannot rely on these other municipalities' involvement when entering into the Amending Agreement No. 2 or the Agreement. The Municipality acknowledges having reviewed this Amending Agreement No. 2 and having been made aware of its right to obtain independent legal advice and has either obtained said legal advice or has chosen not to obtain legal advice and enter into this Amending Agreement No. 2 willingly and of its own accord.
18. Regardless of the date on which the parties execute this Amending Agreement No. 2, upon this Amending Agreement No. 2 having been fully executed by PCA and the Municipality, PCA shall, retroactive to October 1, 2021, make the payments that PCA is required to make to the Municipality under the Agreement, as modified by this Amending Agreement No. 2.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

19. This Amending Agreement No. 2 may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Amending Agreement No. 2 electronically in legible form is equally effective as delivery of a manually executed counterpart of this Amending Agreement No. 2. The form of execution may be subject to the Municipality's temporary document execution process, in place during COVID-19 restrictions. Should this Amending Agreement No. 2 be executed during such restrictions, the Parties agree that execution can be effected through the use of the Municipality's 'Temporary Electronic Approval Template', provided that such a template exists.

**IN WITNESS WHEREOF** the duly authorized signing officers of the Parties have executed this Amending Agreement No. 2 effective as of the date first written above.

**CORPORATION OF THE TOWN OF ST. MARY'S**

Per: \_\_\_\_\_

Name:

Title:

Date: December\_\_\_\_,2021

I/We have authority to bind the Corporation.

**PRODUCT CARE ASSOCIATION OF CANADA**

Per: \_\_\_\_\_

Name: Mark Kurschner

Title: President

Date:

I/We have authority to bind the Corporation.

## Appendix 1

### **1.0 Definitions and Interpretation**

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002*, SO 2002, c 6 (Ontario), the *Municipal Act, 2001*, SO 2001 c 25 (Ontario), the *Waste Diversion Transition Act, 2016*, SO 2016, c 12 (Ontario), or the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, Sched. 1 (Ontario) as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules, appendices, and amendments thereto;
  - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier or single-tier municipality, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services at its Depots outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Depots;
  - (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
  - (d) **“Collection Services”** means all the activities agreed upon under this Agreement, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring HSP Materials onto transportation vehicles, including the manifesting of the HSP Materials prior to transportation away from the Event or Depot;
  - (e) **“Collection Site(s)”** means the HSP Depot(s) named under Schedule “B”;
  - (f) **“Commingled Materials”** means the HSP Materials listed in Schedule E that can be and are safely packed together for transportation as per the Packing Standards;
  - (g) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of October 1, 2021 and, for subsequent years commencing from and after January 1, 2023, the price for Post Collection Services for Commingled Materials in effect as of January 1 of the applicable year, subject to an annual increase for each of those subsequent years by a percentage amount equal

to the percentage change in the Statistics Canada Consumer Price Index (All Items, Not Seasonally Adjusted) which occurred during the previous twelve (12) month period in the province of Ontario;

- (h) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving HSP Materials from Generators that the Municipality is authorized to receive HSP Materials from, and transferring same to transporters for processing or recycling;
- (i) **“Diversion Report”** means invoices, HSP Materials tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
- (j) **“Effective Date”**
  - i. means June 30, 2015 for the ISP;
  - ii. means April 1, 2016 for Amendment No. 1 to the ISP to add services for pesticides, solvents and fertilizers; and
  - iii. means October 1, 2021 for the HSP Program where PCA is now a PRO for certain producers pursuant to the HSP Regulation;
- (k) **“End Processor”** means a Service Provider that processes collected HSP Materials;
- (l) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process HSP Materials from Generators that the Municipality is authorized to receive HSP from;
- (m) **“FOB”** means free on board;
- (n) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (o) **“Industry Stewardship Plan” or “ISP”** means the now discontinued PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applied to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 which commenced on the Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), including any amendments thereto and replacements thereof, and terminated or will terminate on the 30<sup>th</sup> of September 2021;
- (p) **“HSP”** has the same definition as “hazardous and special product” or “HSP” under the HSP Regulation;



- (q) **"HSP Materials"** means the HSPs designated by the Parties in Schedule "C", for the purposes of this Agreement;
- (r) **"HSP Program"** means the PCA waste diversion program with the Effective Date of October 1, 2021 as it applies to HSP Materials;
- (s) **"HSP Regulation"** means Ontario Regulation 449/21 (Hazardous and Special Products) under the *Resource Recovery and Circular Economy Act, 2016*, as amended;
- (t) **"HSP Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the HSP Materials;
- (u) **"Lab Pack Audit"** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by the Parties with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (v) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Ontario Regulation 347: General – Waste Management, made under the *Environmental Protection Act* (Ontario);
- (w) **"Member Associations"** has the meaning set out in Section 4.3;
- (x) **"Minister"** means the Minister of the Environment Conservation and Parks for the Province of Ontario;
- (y) **"Non-Commingled Materials"** means the materials listed in Schedule E that must be and are packed separately for transportation as per the Packing Standards;
- (z) **"Non-Designated HSP"** means products that are hazardous or special that are not designated as an HSP under the HSP Regulation;
- (aa) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "E", as amended by PCA from time to time;
- (bb) **"PCA Portal"** means PCA's online system for uploading Claims Submissions;

- (cc) **“Producer Responsibility Organization” or “PRO”** includes PCA where PCA has registered as a PRO with RPRA and entered into an agreement with a producer(s) for the purposes of carrying out one or more of the producer responsibilities as prescribed by the HSP Regulation, but does not include a processor retained solely for the purposes of processing HSP;
- (dd) **“Post-Collection Services”** means the management of HSP Materials after delivery of such HSP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of HSP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities; and
- (ee) **“Service Provider”** means the Municipality and/or a commercial party that provides HSP Services to PCA or, in the case of the Municipality receiving HSP Services, means the commercial party providing HSP Services to the Municipality.

## Appendix 2

### **2.0 HSP Services**

- 2.1. Schedule "A" to this Agreement sets out schematically three (3) different service location types for the provision of HSP Services by the Municipality to PCA. These are as follows:

- (a) Depot
- (b) Event
- (c) Event (and transportation to Depot)

For the purpose of this Agreement, PCA and the Municipality have agreed that the service location types marked with an "X" below will be the ones under which the Municipality will provide HSP Services to PCA.

- ☐ Depot
- ☒ Event
- ☐ Event (and transportation to Depot)

- 2.2. PCA and the Municipality may agree in writing at any time to change the service location type under which the Municipality is providing HSP Services to PCA herein to the other service location type listed above and described in Schedule "A" hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes to this Agreement which may include the addition or removal of HSP Materials covered in the HSP Program. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which, the matter will be resolved by arbitration in accordance with the provisions hereof. Notwithstanding, either Party may give written notice within a reasonable time to the other Party to remove any of the HSP materials from the Municipality's list of HSP Materials included in Schedule "C" of the Agreement ("Notice of Removal"), and such change shall take effect not sooner than ninety (90) days from which the Notice of Removal was given. Neither the Notice of Removal nor the removal of an HSP from the Municipality's list of HSP Materials shall affect the validity, legality, or enforceability of any other provision of this Agreement. For greater clarity, where an HSP is removed from the Municipality's list

of HSP Material(s) under Schedule “C” pursuant to the Notice of Removal then PCA shall have no further right or claim whatsoever to the removed HSP Material(s) from the date on which the removal takes effect.

- 2.4. In the event that PCA registers with the RPRA for other HSPs, then PCA shall provide to the Municipality, at least ninety (90) days before the effective date of the new registration, a proposal for an amendment to this Agreement. The Municipality may, in its sole and absolute discretion, choose whether or not to contract with PCA for the provision of additional HSP Services with respect to the other HSPs for which PCA has newly registered. This discretionary authority applies to any and all HSPs for which PCA has registered even if before the effective date of this Agreement.
- 2.5. The Depot locations for which the Municipality will collect HSP Materials from its residents are provided in Schedule “B”. These are the locations for which HSP Services will be provided by the Municipality to PCA, in accordance with Section 5, for the service location types identified above, as applicable, and PCA agrees to accept HSP Services for all locations identified in Schedule “B”.

### **Appendix 3**

#### **4.0 Term and Lab Pack Audit Methodology Review**

- 4.1. The term of the Agreement commenced or will commence on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2022 (the “Term”).
- 4.2. At the expiry of the Term, this Agreement will automatically renew for successive renewal term (a “Renewal Term”) of twelve (12) months unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the “Term” of this Agreement.
- 4.3. At least one hundred and fifty (150) days prior to the expiration of the then current Renewal Term (as applicable) PCA or the Municipality will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the “Member Associations”) to meeting(s) hosted by PCA with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule “B” and Schedule “C” respectively. PCA’s position on changes to Schedule “B” and Schedule “C” following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable). The Parties shall each have access to the data used to design the Lab Pack Audit methodology and the data supplied to any third party to conduct the Lab Pack Audit and the Parties acknowledge that other municipalities participating in the Lab Pack Audit will also have access to the same data.

## **Appendix 4**

### **5.0 Title and Compliance with Laws**

**5.1** To the extent permitted by applicable laws, the Party or Service Provider with physical possession of the HSP Materials shall have and retain title to the HSP Materials for the duration for which they are in the physical possession of the HSP Materials until such time as they are transferred to the physical possession of another Party or Service Provider, including the End Processor, in accordance with the Processor Standards outlined in Schedule "E", as amended. Any contract the Parties may enter into with any Service Provider or End Processor shall provide the same. Notwithstanding who has the title of the HSP Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to PCA to claim the Collection Site(s) or Events and/or the weight of recovered resources for the HSP listed in the Municipality's list of HSP Materials, insofar as the right to claim the Collection Site(s) or Events and/or the weight of recovered resources are required to fulfill PCA's PRO responsibilities under the HSP Regulation for the HSP Materials.

**5.2** In performing the HSP Services hereunder, the Parties represent and warrant that they will at all times, and will require their Service Providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that they will otherwise comply at all times and require their Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment, Conservation and Parks, the Ontario Ministry of Labour, sections 22 and 23 of the HSP Regulation regarding the requirements for HSP Collection Site(s) or HSP Collection Event(s) to qualify under the HSP Regulation, and section 30 of the HSP Regulation regarding the processing and disposal of the collected HSP Materials, and Ontario's *Municipal Freedom of Information and Protection of Privacy Act*, *Personal Health Information Protection Act, 2004*, and Canada's *Personal Information Protection and Electronic Documents Act*, as amended and as applicable.



## Appendix 5

### **10.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either PCA or the Municipality, will be in writing and sufficiently given if delivered personally, by e-mail, or other electronic means of written communication tested and agreed upon prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to PCA will be delivered to:

President  
Product Care Association of Canada  
420-2238 Yukon Street,  
Vancouver, BC, V5Y 3P2  
Facsimile: 604-592-2982  
Email: [contact@productcare.org](mailto:contact@productcare.org)

Notices to the Municipality will be delivered to:

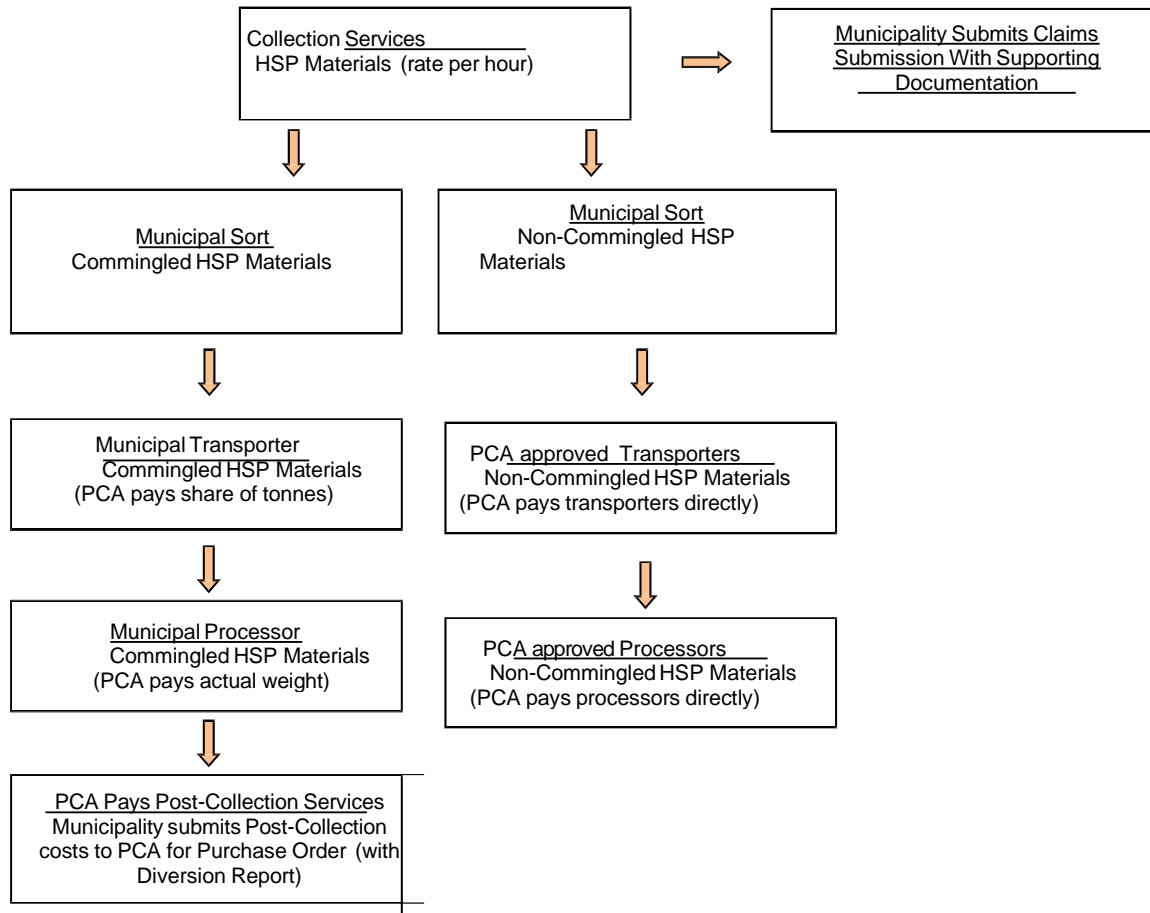
Environmental Coordinator  
CORPORATION OF THE TOWN OF ST. MARY'S  
408 James St. South, St. Marys, ON, Canada, N4X 1B6  
Email: [dblake@town.stmarys.on.ca](mailto:dblake@town.stmarys.on.ca)

Any such notice if delivered personally, by e-mail or by other electronic means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail or other tested and agreed upon electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either Party may, at any time, give written notice to the other of any change of address (postal and/or email) of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

## Appendix 6

### SCHEDULE “A” – HSP SERVICES

#### DEPOT

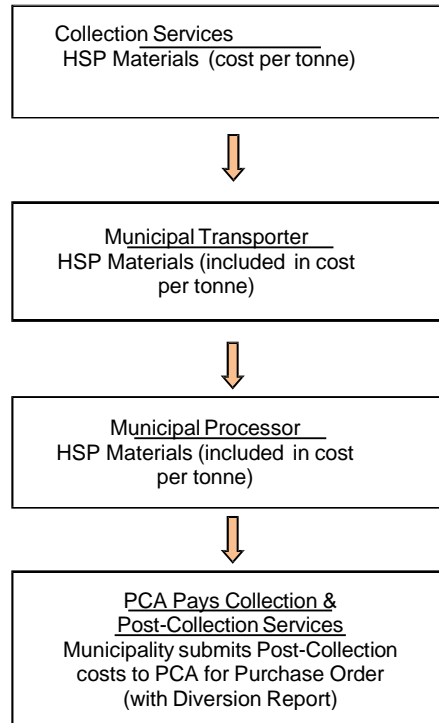


The Municipality or the Municipality’s Service Provider provides Depot Collection Services to PCA for HSP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled HSP Materials may be packed in transportation containers with other Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP Materials, the Municipality is to contract for transportation and processing of such Commingled HSP Materials and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.

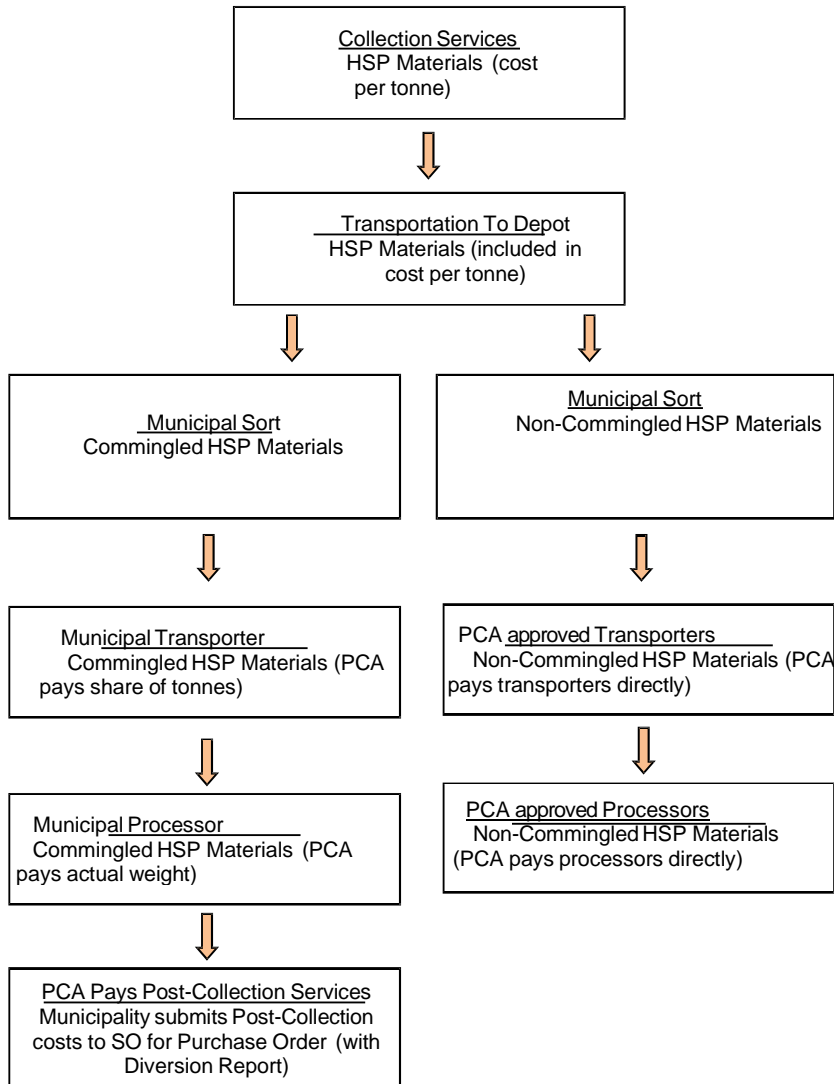
Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

## EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials. The Municipality may combine Events with other activities, including collection of other HSP and Non-Designated HSP. PCA pays the Municipality a cost per tonne of HSP Materials as per Schedule "C" for the Collection and Post-Collection Services.

## EVENT (and transportation to Depot)



The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials and transports the collected HSP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled HSP Materials may be commingled with other HSP or Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP, the Municipality is to contract for transportation and processing of such Commingled HSP and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled HSP Materials.

Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by an approved PCA transporter.

## Appendix 7

### SCHEDULE "B" – COLLECTION SERVICES

Municipality will collect HSP Materials from its residents according to the following Collection Services.

#### Depots

HSP Depot Name	Address	Days & Hours of Operation	Total Reimbursable hours

#### Events:

Municipality will use commercially reasonable efforts to submit Event Schedules to PCA for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Schedules not less than sixty days prior to the next planned Event. Once approved by PCA, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

## Appendix 8

### SCHEDULE “C” – HSP MATERIALS INCLUDED AND PAYMENT FOR COLLECTION SERVICES

The HSP Materials which are the subject of this Agreement are those which are selected in the table below:

HSP Materials Selection and Rates:

	HSP Materials included in this Agreement are marked with an “X”	HSP Regulation Category	Hourly rate	\$/tonne rate
Paint and Coatings	X	B	N/A	\$1,200
Pesticides	X	B	N/A	\$1,200
Solvent	X	B	N/A	\$1,200
Pressurized containers – non-refillable	X	A	N/A	\$1,200
Pressurized containers refillable – non-propane	X	B	N/A	N/A
Pressurized containers - refillable propane	X	E	N/A	\$65

PCA will pay the Municipality for HSP Materials Collection Services as follows:

For HSP Services – Depot, PCA will pay the Municipality the Hourly Rates set out in the HSP Materials Selection and Rates table in this Schedule “C” plus applicable taxes for the Total Reimbursable Hours set out in Schedule “B”, to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For HSP Services – Event, PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For HSP Services – Event (and transportation to Depot), PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For Commingled HSP Materials, PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.





## Appendix 9

### SCHEDULE "D" – PROMOTION & EDUCATION

The Municipality will actively promote the collection of HSP Materials and the Product Care Recycling brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge PCA for any promotion or education activities unless PCA has agreed to such charges in advance in writing. PCA's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule "B").

If the Municipality has a waste management webpage then the Municipality may post the Collection Accessibility Schedules, the Product Care Recycling logo and a link to <http://www.productcare.org/> on the aforementioned webpage at no cost to PCA.

The Municipality must submit to PCA draft copies of all publications using PCA trademarks and logos for approval, which PCA may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care Association or any brand owned by PCA, such as Product Care Recycling.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest

## Appendix 10

### SCHEDULE "E" – PCA STANDARDS

#### Ontario Hazardous and Special Products (HSP)

##### Collection Site Standards

**Effective: October 1, 2021**

To the extent that there is any conflict between these Product Care Association (PCA) HSP Material Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the PCA standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the PCA standards as well as with applicable laws and regulations

#### Background

The HSP Regulation came into effect October 1, 2021. The HSP Regulation and product definitions can be viewed at this website [O. Reg. 449/21: HAZARDOUS AND SPECIAL PRODUCTS \(ontario.ca\) https://www.ontario.ca/laws/regulation/r21449](https://www.ontario.ca/laws/regulation/r21449)

PCA is registered with the Resource Productivity and Recovery Authority (RPRA) as a Producer Responsibility Organization (PRO) under the HSP Regulation.

PCA operates as a Producer Responsibility Organization for certain HSP Materials to ensure they are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

#### Purpose

The HSP Collection Site Standards define the minimum operating requirements to qualify as a PCA collection site for HSP Materials. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

PCA reserves the right to review and revise these standards on an ongoing basis. PCA shall provide notification of revisions to these standards to active collection sites. . This notice shall be provided as soon as practicable, and the active collection site shall not be responsible for complying with the revised standards until such time as reasonable notification has been



provided and the active collection site has been given reasonable time to comply. PCA acknowledges that the reasonable time frame to comply may vary depending on the actual change being implemented and, in any event, will be no less than thirty (30) days after notification has been made.

#### Who These Standards Apply to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a PCA approved collection site from which a transporter will pick up HSP Materials and transport them to an approved PCA HSP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive HSP Paints and Coatings and other HSP Materials, and
2. **Type 2 sites:** Sites that collect only: HSP Paints and coatings

#### Enforcement of these Standards

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to HSP Regulation or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties retained by PCA to verify compliance are acting on behalf of PCA and shall be bound by strict confidentiality agreements.

### 1. General Requirements

All HSP Materials collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type 1 collection sites shall be:

- In possession of and in compliance with all terms in their Ministry of

Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) or Certificate of Approval, as the case may be;

- In compliance with O. Reg.449/21: Hazardous and Special Products;
- Registered with the MECP's Hazardous Waste Information Network (HWIN);
- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type 2 collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with O. Reg.449/21: Hazardous and Special Products;
- In compliance with the federal *Transportation of Dangerous Goods Act* ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Meet the HSP Regulation requirements for Collection Site or Collection Event including those set out in s. 22 and s. 23 of the HSP Regulation.
- 1.5 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
  - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations;
  - Hazardous waste management regulations (storage, handling).
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.7 Maintain all records for a minimum of two (2) years or longer as required by law, including manifests, bills of lading and waste records.
- 1.8 Provide notice to PCA of any fines or regulatory orders in the previous five (5) years that relate to HSP Materials collected under agreement with PCA and, going forward, within sixty (60) days of any new fine or regulatory order as it relates to HSP Materials collected under agreement with PCA.

## 2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable Ontario health and safety legislation, including but not limited to:
  - *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*; and
  - *Workplace Safety and Insurance Act, 1997*.
- 2.2 Possess workers' compensation coverage through either a provincial (e.g., WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
  - Providing regular documented health and safety training;
  - Providing and enforcing the correct use of personal protection equipment; and
  - Safeguarding hazardous mechanical processes.

## 3. Staff Training

All collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack HSP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A below).
- 3.3 Train staff to differentiate between HSP Materials that are eligible for collection services under the HSP Regulation and those that are not (refer to Appendix A below).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

#### 4. Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the MECP's waste classes and PCA Waste Packing Standards as outlined in Appendix A below.
- 4.2 Ensure that HSP Materials are handled and stored as follows:

For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval (ECA) or Certificate of Compliance, as the case may be, and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive waste paint from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have reasonable infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
  - Paints and coatings: minimum of one 205 L drum or one PCA tubskid, one standard UN gaylord boxes or one metal paint collection bin at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick-up of HSP Materials ; and
- Have reasonable security measures in place to prevent HSP Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.

- 4.3 All waste must be packed in an approved UN container<sup>1</sup>, a Transport Canada Equivalency Certificate or PCA approved containers and all materials transported must be contained in accordance with *Transportation of Dangerous Goods Act* (TDGA) requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval or Certificate of Compliance Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled to capacity and it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport.



- 4.6 Place large pails (18 to 30 litres) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing large pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class.
  - Contamination levels in transport containers (mis-packed HSP Materials, non-program wastes as identified in Appendix A below) will be monitored by PCA or by its authorized agent through random sampling. HSP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to revoke the collection site's approval status if corrective action is not taken as reasonably requested by PCA.

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<sup>1</sup> Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

## Appendix A –HSP Materials Packing Standards

*Please note: This table references all HSP Materials as listed in the HSP Regulation. PCA requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)*

#	Waste Class / UN#	Sorting Requirement	Examples of Inclusions	Examples of Exclusions	Instructions
1	<b>Aerosols</b> - 331  UN 1950	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Includes paints and coatings, pesticides and solvents managed through PCA's HSP program and waste not managed through PCA's HSP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form.</li> </ul>	<ul style="list-style-type: none"> <li>Pressurized containers (refillable or non-refillable)</li> <li>Fire extinguishers (including in aerosol format)</li> <li>Inhalers</li> <li>Hair Spray</li> <li>Insect Repellent</li> </ul>	
2	<b>Miscellaneous Waste Organic Chemicals</b> - 263 (for pails: 211, 212, 213)  UN 1992, 1993	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Includes HSP solvents managed through PCA's HSP program and may include other chemical wastes that are not managed through PCA's HSP program.</li> <li>Note: Solvents include such items as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride and products marketed as paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers.</li> </ul>	<ul style="list-style-type: none"> <li>Paints and coatings</li> <li>Driveway and roof sealants</li> <li>HSP solvents supplied in a container that is greater than 30 litres or 30 kilograms</li> </ul>	<ul style="list-style-type: none"> <li>Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.</li> </ul>

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions
3	<b>Non-Refillable Pressurized Containers</b> 331  UN 1978	Non-Commingled <sup>2</sup>	<ul style="list-style-type: none"> <li>• A pressurized container that is used for the supply of a gas product, including propane, but cannot be refilled</li> </ul>	<ul style="list-style-type: none"> <li>• An aerosol container</li> <li>• A fire extinguisher</li> <li>• A pressurized container that has a capacity greater than 109 litres</li> </ul>	<ul style="list-style-type: none"> <li>• Collection sites must store and ship compressed gases based on content (gas) and not cylinder type</li> </ul>

4	<b>Paints, Stains and Coatings - 145</b>	<b>Non-Commingled<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• Latex, oil or solvent-based architectural coatings and includes paints and stains, whether tinted or untinted, non-pesticide marine paints and aerosol paints for automotive, craft and industrial applications</li> </ul> <p><b>Note:</b> Architectural coatings means paint or coating intended for interior or exterior surfaces of residential, commercial, institutional or industrial structures, including any components of or attachments to those structures, such as driveways, indoor or outdoor furniture, appliances, floors, cabinets and doors</p>	<ul style="list-style-type: none"> <li>• Non-aerosol paints intended for automotive or industrial applications or crafts</li> <li>• Paints or wood preservatives that are registered as a pesticide under the <i>Pest Control Products Act</i> (Canada),</li> <li>• Stuccos and spackling compounds,</li> <li>• Polishes and waxes,</li> <li>• Caulking and sealants, or</li> <li>• Paints and coatings that are supplied in a container that has a capacity greater than 30 litres or 30 kilograms</li> </ul>	<ul style="list-style-type: none"> <li>• Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.</li> </ul>
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5	<b>Pesticides</b> - 242 UN 2902,2903, 2588.	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>• A pesticide, fungicide, herbicide or insecticide that is registered under the <i>Pest Control Products Act</i> (Canada), that is designated as “DOMESTIC” class under the Pest Control Products Regulations (SOR/2006-124) and is required to bear the signal word “DANGER” or “WARNING” and the signal word “POISON” together with the related precautionary symbols set out in Schedule 3 of that Regulation</li> </ul>	<ul style="list-style-type: none"> <li>• Insect repellents intended for personal use.</li> <li>• Sanitizers, disinfectants and antimicrobial products.</li> <li>• Pool chemicals.</li> <li>• Diatomaceous earth.</li> <li>• Pet products.</li> <li>• Ant traps.</li> <li>• Products regulated under the Food and Drugs Act (Canada).</li> <li>• Insecticidal soaps.</li> <li>• Commercial, agricultural and restricted classifications registered under the Pest Control Products Act (Canada).</li> <li>• Product supplied in a container that has a capacity greater than 30 litres or 30 kilograms</li> </ul>	<ul style="list-style-type: none"> <li>• Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.</li> </ul>
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6	<b>Refillable Pressurized Containers</b> (non-Propane) 331  UN 1978	<b>Non-Commingled<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• A pressurized container that is used for the supply of a gas product and can be refilled</li> </ul>	<ul style="list-style-type: none"> <li>• A fire extinguisher</li> <li>• An aerosol container</li> <li>• A reservoir tank intended for air compressors</li> <li>• A cylinder that must be punctured for use, such as a small CO2 cylinder</li> <li>• A refillable propane container</li> <li>• A pressurized container that has a water capacity greater than 109 litres</li> </ul>	<ul style="list-style-type: none"> <li>• It is acknowledged that collection sites must store and ship compressed gases based on content (gas) and not cylinder type</li> </ul>
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7	<b>Refillable Propane Container</b> 331  UN 1978	<b>Non-Commingled<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• A pressurized container that can be refilled, has a water capacity of 109 litres or less and is used only for propane</li> </ul>	<ul style="list-style-type: none"> <li>• A refillable non-Propane container</li> </ul>	<ul style="list-style-type: none"> <li>• It is acknowledged that collection sites must store and ship compressed gases based on content (gas) and not cylinder type</li> </ul>
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1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses allocation models derived from audits conducted on its behalf to calculate its financial obligations to collectors and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALED BY MUNICIPALITY: \_\_\_\_\_



# 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>	8 February 2022
<b>Subject:</b>	<b>PW 06-2022 Service Agreement for Trojan Technologies</b>

## PURPOSE

This report presents Council with information related to a proposed four (4) year service agreement with Trojan Technologies for the routine maintenance and inspection of the Town's ultra violet light disinfection system for the water supply system.

## RECOMMENDATION

**THAT** report PW 06-2022, Service Agreement for Trojan Technologies be received for information; and,

**THAT** Council authorize the Chief Administrative Officer to execute the service agreement with Trojan Technologies on behalf of the Corporation.

## BACKGROUND

The Town's water supply system utilizes three (3) water production facilities to ensure a constant and uninterrupted supply of safe, clean drinking water. Each facility is equipped with stand alone disinfection equipment, which consists of, but not limited to Ultra Violet (UV) light disinfection.

As part of the Town's ongoing preventative maintenance program, routine and scheduled maintenance is undertaken to continually maintain the system in a fit state of repair, including the UV disinfection equipment.

The UV disinfection equipment has historically been serviced twice per year (Spring and Fall) and as required when unforeseen service disruptions are encountered.

This report presents a multi-year service agreement related to the UV disinfection equipment for consideration.

## REPORT

Historically, the Town has utilized an authorized third-party service provider for routine and preventative maintenance of the UV disinfection equipment related to the drinking water system with annual service being reviewed and agreed to on an annual basis.

In the fall of 2021, the Town was notified by our existing service provider that they would no longer be providing this service and that service delivery would need to be undertaken through Trojan Technologies directly (product manufacturer). As such, Town staff reached out to Trojan Technologies for service delivery options moving forward. Based on the level of service and visits requested by staff, and in consultation with our operating authority, a four (4) year service agreement was proposed to provide routine and preventative maintenance through 2025.

The service Agreement would see the preventative maintenance program continue to have two (2) scheduled maintenance days per year (Spring and Fall) to maintain existing service standards that have historically been utilized by the Town while also including refresher training to operational staff as required.

Staff recommends sole sourcing the proposed service agreement to Trojan Technologies. The sole source requirement is being requested in accordance with Section 9 of the Town's purchasing by-law (36-2012) where a single source is being recommended because it is more cost effective or beneficial for the Town. The rationale for this is that the UV disinfection systems utilized for the water system is considered proprietary in nature and utilizing Trojan as the system manufacturer will ensure a timely, compatible service delivery that will continue to see the system suitably maintained into the future.

A copy of the service Agreement is attached herein.

## **FINANCIAL IMPLICATIONS**

The proposed Agreement would incur \$9,928 + HST over the four (4) year term. Travel expenses not included.

Any extra service days in addition to the regularly scheduled works would be billed separately at a charge of \$1,440 + HST per day.

The service Agreement would be funded through the annual water operations and maintenance budget.

The proposed Agreement with Trojan Technologies represents a modest cost savings over prior years of approximately 14%.

## **SUMMARY**

Based on the information detailed within this report, it is staff's recommendation to enter into a service agreement with Trojan Technologies for the continued delivery of routine and preventative maintenance of the Town's UV disinfection equipment for the water system. A multi-year service agreement will ensure sound and responsible preventative maintenance continues to be undertaken. The sole source to Trojan Technologies is being recommended because it is more cost effective or beneficial to the Town due to the proprietary nature of the equipment.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Adam McClure – Operations Manager, Ontario Clean Water Agency

## **ATTACHMENTS**

Attachment No. 1 – Service Agreement with Trojan Technologies for Water System

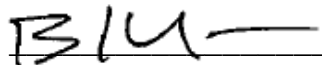
## **REVIEWED BY**

### **Recommended by the Department**

  
\_\_\_\_\_  
Dave Blake, C.E.T.  
Environmental Services Manager

  
\_\_\_\_\_  
Jed Kelly  
Director of Public Works

**Recommended by the CAO**

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

Brent Kittmer

Chief Administrative Officer

# **SERVICE CONTRACT AGREEMENT**

**BETWEEN**

**TROJAN TECHNOLOGIES (“Trojan”)  
AND**

**Town of St. Mary’s  
Municipal Operations Centre**

**FOR WORK AT**

**UVSwift -2L12**

Project number 710158

Well No. 1, 2A and 3

CT 145740

Quote 125796

## **NOTICE**

**The attached Proposal is proprietary and may not be reproduced or  
distributed to parties not directly associated with the  
Town of St. Mary’s  
without the express written permission of Trojan Technologies.**

This Agreement is made and entered into effective the **1st day of January, 2022** (the “Effective Date”), by and between: Trojan Technologies (hereinafter sometimes referred to as “Trojan”), acting through its offices located at **3020 Gore Road, London, Ontario, Canada, N5V 4T7**, and **Town of St Mary’s, ON**, referred to as “Customer”), acting through its offices located at **408 James Street South, St. Marys, ON**

In consideration of receipt of one dollar, the mutual promises made herein and other good and sufficient consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

Trojan Technologies will attend at the site, two **(2) service visits per year** at the **UVSwift12 Water Treatment plant (Well No. 1, 2A and 3)** during the term of this Agreement, to perform the maintenance and services described in this Agreement.

- **UVSwift -2L12 (Project 710158)** – Two visits (1 full day x Spring 1 full day x Fall), to perform 1 x Complete Maintenance (Spring) and 1 x complete (Fall) routine maintenance as per schedule and provide.

The work set out below will be carried out during these visits – total of **1 Day (Three sites)**  
**Total visits for four years – 8 Visits (January 1 2022 to December 31 2025)**

#### Annual Service/Maintenance Contract

The following service/maintenance will be provided by a technician(s) employed or contracted by Trojan and certified in the maintenance and repair of the UV system (hereinafter referred to as “Certified Service Provider”) On each site visit, the Certified Service Provider will carry out preventative maintenance activities on the following components:

- System Control Center
- Interconnecting Cabling
- UV Reactor
- All ancillary Trojan devices – OptiView

The TrojanUV Systems are recommended to be serviced twice per year. These visits would include a **Complete Maintenance** and a **Partial Maintenance** as outlined below.

#### **TASK DESCRIPTION (Complete Maintenance)**

##### **Control Power Panel**

- Check electrical connections and tighten as necessary
- Verify UVT input (if applicable)
- Calibrate and Clean UVT if required
- Inspect and verify operator interface
- Verify dosimeter board (if applicable)
- Inspect ballasts and verify function

##### **Reactor/Modules**

- Check electrical connections and tighten as necessary
- Inspect intensity probe(s)
- Verify Low Water Level sensor operation
- Inspect lamps and sleeves and replace if required
- Replace wiper seals (recommended every two years)
- Top up wiper collars with ActiClean Gel
- Remove covers and check all electrical connections
- Inspect lamp cables and lamp cable O-rings
- Replace sleeve O-rings (recommended every two years)
- Inspect HSC Oil Level – Top-up as required
- Replace Oil Filter – 10 micron (as per O&M schedule)
- Record Lamp Hours and Sensor Days

##### **Training**

- As required Provide refresher training as needed

**Note:** Refer to O&M for Maintenance Details and scheduling

#### **TASK DESCRIPTION (Partial Maintenance)**

##### **Control Power Panel**

- Check electrical connections and tighten as necessary
- Verify UVT input (if applicable)
- Calibrate and Clean UVT if required
- Inspect and verify operator interface (OMB2 Only)
- Verify dosimeter board (if applicable)
- Inspect ballasts and verify function

##### **Reactor/Modules**

- Check electrical connections and tighten as necessary
- Inspect intensity probe(s)
- Verify Low Water Level sensor operation
- Inspect lamps and sleeves and replace if required
- Inspect wiper seals and replace worn units
- Top up wiper collars with ActiClean Gel
- Remove covers and check all electrical connections
- Inspect lamp cables and lamp cable O-rings
- Inspect sleeve O-rings and replace worn units
- Inspect HSC Oil Level – Top-up as required
- Record Lamp Hours and Sensor Days

##### **Training**

- Provide refresher training as needed

**Note:** Refer to O&M for Maintenance Details and scheduling



This Agreement assumes the equipment will be operated and maintained in strict accordance with the instructions specified in the Operation and Maintenance Manual and Product Bulletins. Operation other than as so specified may void manufacturer's warranties and additional service and maintenance required due to such operation is in addition to the services to be performed pursuant to this Agreement.

The maintenance requirements for your system can be found in the O&M Manual. They are also outlined in Attachment No. 1 to this Agreement.

This Agreement does not cover the repair or replacement of any components which have failed due to the following:

- Mishandling, misuse, neglect, improper storage, improper operation of the equipment with other equipment furnished by the Customer or by other third parties, or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan;
- Equipment that has been altered or repaired after start-up by anyone except an authorized representative of Trojan or the Customer acting under specific written instructions from Trojan;
- Use of parts not supplied or approved by Trojan.

**TOTAL FOUR YEARS SERVICE CONTRACT PRICE: \$9,928 + tax + travel expenses (the "Agreement Price")**

**Any extra service days will be billed separately at a charge of \$1,460.00 CDN per day. Hourly rates will apply if less than 4 hours. (Rates: Labor: \$110/hr + travel expenses)**

This Agreement shall commence on the Effective Date written above and shall remain in effect **January 1st, 2022 until December 31th, 2025 (the renewal date)**.

Trojan agrees to provide inspection visits during the period indicated in this Agreement on or about **Spring/Summer and Fall/Winter per year** or such dates as may be mutually agreed in writing by Trojan and the Customer.

Subject to the Terms and Conditions below, this Agreement shall renew automatically for a period of one (1) year on the renewal date recorded above, and on each anniversary of the renewal date, unless either party gives written notice to cancel this Agreement not less than sixty (60) days prior to the renewal date or any subsequent anniversary thereof.

If access to site is refused to Trojan Technologies, then a request will be made in writing to the Operations Manager for the site. If after 30 days of issue of the request letter, access is still denied then an additional invoice will be issued for this site visit at the then current rates for the service(s) intended on that visit.

Trojan Technologies and the Customer agree that the terms and conditions attached hereto as Attachment # 1 attached hereto shall form a part of this Agreement and shall be binding upon the parties hereto. Trojan Technologies invites the Customer to review the Terms and Conditions with a representative of Trojan Technologies.

**St Mary's, ON**  
Company:

By:

TROJAN TECHNOLOGIES  
3020 Gore Rd.  
London, Ontario, Canada, N5V4T7  
By:

*Kathy Rodriguez*

Name & Title: Steve Rowe

Name & Title: Kathy Rodriguez & IS Account Manager

# Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

**1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION AND RETURN:** The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER.

**3. DELIVERY:** Delivery will be accomplished EXW or CIP at the point of shipment (Incoterms 2020), unless otherwise expressly agreed between the parties. Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where Buyer is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining

the time of payment of the purchase price. Moreover, BUYER will be responsible for reasonable storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess reasonable storage charges to the account of BUYER.

**4. INSPECTION: BUYER** will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within thirty (30) days of delivery to BUYER destination on order.

**5. PRICES & ORDER SIZES:** Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the quotation. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. If SELLER's delivery of Products surpasses one (1) year in length, then at least on an annual basis, or if changes to the Products are requested or needed, the parties shall conduct good faith discussions regarding changes to the prices for the Products, to reflect SELLER's increased costs for which SELLER shall be entitled to additional fair and appropriate compensation.

**6. PAYMENTS:** All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly set forth in the purchase order or otherwise required by the Seller, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made;

(f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to Seller, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

**7. LIMITED WARRANTY:** Unless specifically provided otherwise in SELLER's quotation, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose

so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

**8. TRADEMARKS AND OTHER LABELS:** BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

**9. SOFTWARE AND INTELLECTUAL PROPERTY:** All licenses to SELLER's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or otherwise reverse engineer said contributions, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

**10. PROPRIETARY INFORMATION AND PRIVACY:** "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary



right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to Buyer upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

**11. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS:** Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

**12. CHANGES AND ADDITIONAL CHARGES:** SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date.

**13. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

**14. LIMITATIONS ON USE:** BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless

SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

**15. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See [www.danaherintegrity.com](http://www.danaherintegrity.com) and [www.danaher.com/how-we-work/integrity-and-compliance](http://www.danaher.com/how-we-work/integrity-and-compliance) for a copy of the CoC and for access to our Helpline portal.

**16. RELATIONSHIP OF PARTIES:** BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it



has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

**17. FORCE MAJEURE:** SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

**18. NON-ASSIGNMENT AND WAIVER:** BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. FUNDS TRANSFERS:** BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

**20. LIMITATION OF LIABILITY:** None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to BUYER under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of BUYER's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees,

**affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.**

**21. APPLICABLE LAW AND DISPUTE RESOLUTION:** All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario.

**22. ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services.

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## Terms and Conditions Covering Sales of Configured-to-Order Projects and Systems

In addition to all terms and conditions above, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like:

### **101. PAYMENT.**

101.1 Payments will be made per the schedule of payment events set forth in Seller's Quotation; provided that if the Start-Up Date (as defined below) is less than 30 days after the Acceptance Date, 90% of the purchase price is due on or before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such payment event will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such payment event had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Products (or parts thereof) as the Buyer's property and shall store the Products (or parts thereof) in a segregated area until actual delivery.

## 102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 The BUYER can request a rescheduling of the Delivery Date on one occasion only by notifying SELLER in writing not less than four weeks prior to the scheduled Delivery Date. The BUYER may request that the Delivery Date be extended by a period up to six weeks, without penalty, but may not request that the Delivery Date be moved forward. The BUYER may also request that the Delivery Date be extended beyond a six week period but, SELLER may not agree to such extension, beyond the maximum six week extension period

102.3 SELLER may, in its sole discretion, agree to change the Delivery Date on more than one occasion or if less than four weeks' prior notice is provided of a requested change, but is under no obligation to do so.

102.4 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours notice of any such rescheduling.

102.5 Where any change to the Delivery Date is made at BUYER's request, for all purposes with respect to the warranty and payment provided by SELLER in connection with the Products, the initial Delivery Date will be considered to be the Delivery Date regardless of any change later made to the Delivery Date.

## 103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide disinfection in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the

Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

#### **104. START-UP**

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER, and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended, but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

- (a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or
- (b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

**Board of Directors Meeting Highlights  
Held on January 20th, 2022 at 8:30 AM  
as a Virtual Meeting**



### **Waste Collection Delays Possible due to Rising Covid 19 Cases**

With Ontario seeing an average of over 10,000 new cases of COVID-19 infection per day, the Association is advising municipalities and customers of potential delays in waste and recycling collection due to staff shortages.

According to the Solid Waste Association of North America (SWANA), solid waste officials and haulers in the United States have been dealing with worker shortages, increased residential waste, and evolving COVID risks. The increased transmissibility of the Omicron variant could also result in collection delays in some Ontario communities, and elected officials and the general public are urged to be patient if waste service providers and haulers are forced to adjust collection schedules.

### **Impact of Cross Border Vaccine Mandate on Waste Management**

In December 2021, the Canadian trucking industry raised important concerns regarding the impact of imposing both a cross border vaccine mandate as well as a domestic mandate on federally regulated truck drivers/industry.

The industry provided examples of what would happen to the supply chain should the industry lose 10-20% of its workforce because of these mandates. Even carriers that have 90% to 100% vaccination rates among their workforce will lose drivers due to increased demand.

We share these concerns and supports the position of the Ontario Trucking Association that the commercial truck driving industry, including waste haulers and transporters, should be deemed an essential service and be exempt from the cross border and domestic vaccine mandate for truck drivers.

Over 27% of Ontario's solid waste, or 3.5 million tonnes annually, is transported across the Canada-U.S. border. Significant amounts of waste materials are also imported into Ontario for environmentally sound processing, recycling and disposal. The waste systems flow relies on seamless, time-sensitive logistics to ensure the protection of public health and the environment during the transport of waste.

We stand committed to helping the government fight COVID-19. Unfortunately, the grave threat to industry supply chains and the flow of materials by truck transport is serious. The critical role of commercial truck drivers, including all those who haul waste materials, necessitates designating trucking as an essential service with exemption from cross border vaccine mandates.

### **Draft Landfill Guide**

The MECP is drafting a Guide for Hydrogeological Vulnerability and Site Suitability for Landfilling Sites. The stated purpose of this Guide is to provide the Ministry's expectations for the assessment, identification, and engineering considerations to address landfill siting and design in hydrogeologically vulnerable environmental settings in the approvals context.

## Authority Sets 2022 Blue Box Steward Funding Obligation Using New Simplified Methodology

The Resource Productivity and Recovery Authority has set the 2022 Blue Box Steward Funding Obligation at \$171.9 million using a new simplified methodology that will ensure higher payouts to municipalities, First Nations and recycling associations participating in the Blue Box Program; reduce stewards' administrative costs; and eliminate the complexities and contention associated with the previous methodology.

The new simplified methodology sets the Steward Obligation at 50% of reported net costs and eliminates the cost-containment and non-obligated formulas. The calculation of the Net Cost to determine the Steward Obligation now only has three inputs:

1. The Gross Cost incurred by participating communities as reported in the 2020 Datacall
2. The Prior Year Adjustments (PYAs), limited to two prior years, and
3. The Three-Year Average Revenue

The simplified methodology is based on a joint recommendation made to RPRA by the members of the Municipal-Industry Partnership Committee (MIPC) Transition Sub-Committee, which is comprised of representatives of the Association of Municipalities in Ontario, the City of Toronto, and Stewardship Ontario. The new methodology will be used starting in 2022 and through to the end of the Blue Box Program transition period in 2025.

The new approach agreed to in the joint recommendation will ensure municipalities, First Nations and recycling associations receive 50% of reported net costs compared to the historic average of 48% and allow stewards to realize administrative savings. All parties will benefit from the elimination of a complicated and adversarial process that will allow them to focus on transitioning the Blue Box Program to the new producer responsibility regulatory framework.

Separately, a one-time adjustment was also applied to the 2022 Steward Obligation due to a past change in the 2006 Datacall that undercalculated eligible municipal amortization expenses for capital assets.

2022 Steward Funding Obligation (2020 data year)	
Total Gross Cost	\$403,004,112
Three-year Average Revenue	-\$61,029,715
Prior Year Adjustments	\$1,102,020
Total Net Cost	\$343,076,418
50% of Net Cost	\$171,538,209
Amortization Adjustment*	\$445,401
2022 Steward Funding Obligation	\$171,983,609
*Adjustment only applies to the programs: Peel; Barrie; Bluewater Recycling Association; Bruce Area Solid Waste Recycling; Kingston; Kenora and Southgate.	



## Municipal Open Letter to Rule Making Producer Responsibility Organizations

Municipalities want to ensure the transition of the blue box happens in smooth manner and leads to improved environmental, economic and social outcomes.

Municipal governments have identified five key objectives that they want the transition of the blue box common collection system to:

1. Ensure a smooth transition of municipal-led servicing to producer-led servicing.

This will be a major change in how residential recycling is managed in Ontario and consideration is necessary to:

- reduce unnecessary expenses and minimize system costs,
- reduce risks to the existing market,
- reduce the potential for stranded municipal customers,
- leverage existing contracts and infrastructure, where possible, and
- provide greater certainty for current participants (e.g., service providers, customers).

This is not meant to say that change should not happen, nor producer beholden to municipal decisions. However, we should seek to evolve the system not upend it.

2. Encourage collective action/collaboration between PROs and producers and ensure accountability.

Municipal governments have advocated for a common collection system that is standardized across the Province for items such as what materials are collected, how they are collected, and the messaging provided to residents and all eligible sources. There should be an opportunity to promote collective / collaborative action in these areas while at the same time ensuring fair competition. However, lower costs to producers should not be achieved by delivering a reduced level of service or by measuring against their obligations in a different manner than their peers.

3. Protections to ensure stability of the common collection system.

It is also important to ensure the stability of the common collective system so that if one PRO fails or if a producer switches PROs it doesn't disrupt the entire system. Additionally, it will be important to have mechanisms to fairly address changing market shares of PROs and any other factors that could re-allocate responsibility for the system amongst producers and their PRO(s). All producers should have a responsibility to ensure the functioning of the entire system.

4. Rules should enhance customer service and environmental protection

As the common collection system is standardized, there should be a priority on customer service and protecting the environmental (e.g., reducing the potential for litter, reducing the potential for disposal of packaging as waste, etc.).

5. Preserve and/or enhance competition.

Municipalities have strongly advocated that all producer responsibility regulations should support a fair, open and competitive market for both PROs and service providers. It is important to ensure no PRO or waste management company is provided an unfair advantage initially or moving forward. In the case where a PRO is given an advantage or holds a dominant position, the rules should be written in a way that ensures they don't abuse that position. All rules should be vetted by the federal Competition Bureau and comply with Canadian competition laws.



## Minister Encourages Collaborative Approach to Blue Box Rule Creation Process

To implement the new Blue Box common collection system, all producers and their PROs will be assigned collection responsibilities through an allocation table, ensuring that Blue Box materials are collected from all eligible communities across the province. The Minister of the Environment, Conservation and Parks has issued a letter to all currently registered Blue Box producer responsibility organizations (PROs) encouraging a collaborative approach to the rule creation process, the next key phase in the transition of Ontario's current Blue Box Program to the new producer responsibility framework.

## EPA releases National Recycling Strategy

The strategy marks a shift toward a circular economy approach to materials management.

The U.S. Environmental Protection Agency (EPA) released its "2021 National Recycling Strategy" Nov. 15, which also kicks off America Recycles Week. The strategy is designed to address major recycling challenges, including contamination, to create "a stronger, more resilient and cost-effective municipal solid waste recycling system," the agency says, with the goal of achieving a 50 percent national recycling rate by 2030. The strategy also addresses the climate impacts of producing, using and disposing of materials and the human health and environmental impacts of waste and waste-related facilities in overburdened communities.

According to the strategy, "The National Recycling Goal and the National Recycling Strategy are integrated and support the ultimate goal of improving recycling and increasing circularity within the United States. The methodology to measure the recycling goal and its key metrics is under development and expected to be finalized later this year. In the development of the implementation plan, EPA will bring the recycling goal and National Recycling Strategy together into a comprehensive plan. As EPA moves beyond recycling to develop additional strategies, EPA also will develop a new goal to reduce the climate impacts from materials production, consumption, use and disposal that will complement the focus on a circular economy approach. This new goal will complement the National Recycling Goal, as well as the U.S. goal to halve food loss and waste by 2030."

In 2018, in response to recent international policy changes and other challenges, EPA focused on U.S. recycling, hosting the inaugural America Recycles Day Summit in 2018. That was followed by publishing the "National Framework for Advancing the U.S. Recycling System," in 2019, a collaborative effort by stakeholders from across the recycling system that highlighted the need to promote education and outreach, enhance infrastructure, strengthen materials markets and enhance measurement. The "2021 National Recycling Strategy" adds environmental justice and circular economy focuses.

The EPA says among the challenges the U.S. recycling system faces are reduced markets for recyclables, recycling infrastructure that has not kept pace with today's changing material stream, confusion about what materials can be recycled and varying methodologies to measure recycling system performance. The "2021 National Recycling Strategy" identifies actions designed to address these challenges under its five strategic objectives:

1. improve markets for recycled commodities through market development, analysis, manufacturing and research;
2. increase collection of recyclables and improve recycling infrastructure through analysis, funding, product design and processing efficiencies;

3. reduce contamination in the recycled materials stream through outreach and education to the public on the value of proper recycling;
4. enhance policies and programs to support recyclability and recycling through strengthened federal and international coordination, analysis, research on product pricing and sharing of best practices; and
5. standardize measurement and increase data collection through coordinated recycling definitions, measures, targets and performance indicators.

The strategy also focuses on how the EPA will address environmental justice, climate change and the circular economy:

- EPA says it recognizes the burden that living near waste and waste-related facilities can have on communities when waste is not properly managed, potentially leading to higher levels of chronic health issues. The strategy is designed to increase equitable access to recycling services, reduce environmental impacts in communities, stimulate economic development and ensure overburdened communities meaningfully participate during the strategy's implementation.
- The strategy includes a commitment from the EPA to create a new national goal to reduce the climate impacts from the production, consumption, use and disposal of materials, which make up approximately 50 percent of global greenhouse gas emissions, according to the United Nations Environment Programme's International Resource Panel. This new climate goal will help achieve President Biden's commitment to achieve a 50 to 52 percent reduction from 2005 levels in economywide net greenhouse gas emissions by 2030, according to the EPA.
- While this initial strategy focuses on the recycling of municipal solid waste, additional work is necessary to create a "circular economy" where materials (e.g., plastics, food waste, electronics and industrial materials) are managed sustainably throughout their life cycle. EPA, in coordination with other federal agencies and interested stakeholders, intends to release subsequent strategies that will encompass other activities beyond the recycling of MSW, reflecting the need for sustainable product design, reducing waste generation and materials reuse activities critical to realizing circularity. Subsequent strategies will address other key materials, such as plastics, food, cement and concrete, as well as electronics.

The EPA says it will work with stakeholders, including communities, local, state, federal and Tribal partners, to develop a plan to implement the strategy.

The circular economy approach to materials management represents a change in how the nation currently mines resources, makes them into products and then disposes of those products. This approach would reduce material use, redesigns materials and products to be less resource-intensive and recaptures "waste" to use in manufacturing new materials and products, according to the EPA.

### **Alberta Proposes Bill That Enables Creation Of Extended Producer Responsibility Framework**

The Minister of Environment and Parks Alberta has proposed Bill 83, The Environmental Protection and Enhancement Amendment Act that would enable the creation of an extended producer responsibility (EPR) framework for the province. If passed, the Bill will make producers of paper, plastics, and hazardous materials take responsibility for their products to help Alberta tackle their waste problem. As the only Canadian province without an EPR framework, read how the framework will help Alberta transition to a plastic's circular economy that ensures plastics are kept out of landfills.

## ISRI Applauds New Jersey Passage of Recycled Content Legislation

Following months of advocating on behalf of recyclers in New Jersey along with its New Jersey Chapter and Plastics Division, the Institute of Scrap Recycling Industries (ISRI) released the following statement on the passage of bill S2515/A4676 by the New Jersey State Assembly. The bill establishes post-consumer recycled content requirements for rigid plastic containers, glass containers, paper and plastic carryout bags, and plastic trash bags; and prohibits sale of polystyrene loose fill packaging.

“The passage of bill A4676 by the New Jersey State Assembly reflects a strong commitment to not only increase the use of recycled content in packaging materials, but to develop a sustainable program with quantifiable metrics and realistic goals. This will help increase stakeholder commitment throughout the supply chain to ensure plastics are responsibly manufactured, collected, and recycled into new products. ISRI is excited about the opportunity the passage of A4676 presents for the state of New Jersey, and we stand ready to provide essential third-party advice and technical expertise in plastics recycling and manufacturing.”

## Used Wind Turbine Blades Being Cut Up and Hauled to Tennessee

They had been piled there for over a year, about 400 huge wind turbine blades removed when their turbine was “repowered,” and when the original solution to dispose of them didn’t work out, MidAmerican Energy took action to clear the stockpile.

When wind turbines are “repowered” the blades, mostly fiberglass, have been a problem. MidAmerican wants them recycled and now that is going to happen. Working with Carbon Rivers, a Tennessee company that has developed a new recycling technique, the tons of fiberglass will become a raw material that can be used in a variety of products. A company brochure lists injection molding pellets and 3D printer filaments as well as glass that can be used to make new fiberglass.

A Texas company is using a saw mounted on a modified excavator to cut the blades down to a size that will fit on a regular truck. Those trucks haul the pieces to Knoxville where Carbon Rivers recycles them. The work at the Ellsworth site is about 3/4 done and will be wrapped up in early 2022.

## OWMA Less is More Campaign

The OWMA has launched the Less is More Campaign urging MPPs on behalf of their constituents to commit to the following pledge:

**We pledge to consume less whenever we can, while recycling more whenever we can’t. We know that when it comes to garbage, consuming less helps more, and recycling more means less waste in our communities and less greenhouse gas in our atmosphere.**

Ask your MPP to sign the #LessIsMore pledge at <https://www.bheard.ca/owma/>.



## Complaint regarding Misleading Advertising

Municipal governments remain extremely concerned about the environmental claims companies are making in the market and the direct impact these claims have on municipal or municipally contracted infrastructure (e.g., wastewater treatment facilities, contamination in recycling facilities and/or organics processing facilities) and in turn property taxpayer costs. The use of ‘recyclable’, ‘compostable’ and ‘flushable’ on products and packaging that existing systems cannot manage properly is leading to major cost increases for municipal governments. We simply do not have the same advertising budgets as some of these companies.

We note that the Ellen MacArthur Foundation has addressed some of these claims related to compostable packaging:

“A packaging or packaging component is compostable if it is in compliance with relevant international compostability standards, and if it’s successful post-consumer collection, sorting, and composting is proven to work in practice and at scale.” (emphasis added).

The guidance is clear that “Compostable packaging needs to go hand in hand with appropriate collection and composting infrastructure in order for it to be composted in practice. Therefore, when claiming compostability in the context of a specific geographical area (e.g., on-pack recycling labels, public communications), it is important to take into account the local context and available systems in place as outlined in ISO 14021 ...” To be reported as compostable, it must be proven to work in practice and at scale.

The federal government has a key role to play in enforcing its own rules (e.g., Canadian Standards Association’s environmental claims: A guide for industry and advertisers from 2008). We urge the federal government to undertake an investigation related to misleading practices about the proper management of products and packaging at the end-of-life.

To this point, Reckitt Benckiser Group PLC has introduced Lysol brand biodegradable wipes to the Canadian market. These wipes are positioned as being suitable for municipal green bin collection services and/or backyard composting units as a way to minimize disposal requirements and improving sustainability of the product.

Municipal governments in Ontario have established and financed a collection and processing system for household organic wastes (mainly food and leaf/yard waste) that services approximately 85-90% of the Ontario population. Lysol wipes to our knowledge have not completed any testing of their claims that these wipes can be included in municipal green bin programs ahead of the launch to the market. We are aware that some testing is currently underway, however the product is already in the marketplace and being used by consumers who presumably are disposing of it in green bin programs where it may properly compost/break down successfully; or could be a contaminant to the system that does not breakdown and adds more cost to an expensive, complex waste diversion system.

We are also unaware of any work has been done in advance to prove the infrastructure in place in Canada has the ability to deal with this material at scale. It is not enough for the package to simply provide a provision to ‘Check locally as appropriate municipal composting facilities may not exist in your area.’ This is clearly explained in both guidance provided by the Canadian Standards Association’s environmental claims: A guide for industry and advertisers from 2008 as well as by the US Federal Trade Commission’s Green Guides.

We believe the Competition Bureau should investigate the claims of Reckitt Benckiser and take a more proactive stance in addressing issues like this.

## Keurig Canada To Pay \$3 Million Penalty To Settle Competition Bureau's Concerns Over Coffee Pod Recycling Claims

Keurig Canada Inc. reached an agreement with the Competition Bureau to resolve concerns over false or misleading environmental claims made to consumers about the recyclability of its single-use Keurig® K-Cup® pods.

The Bureau's investigation concluded that Keurig Canada's claims regarding the recyclability of its single-use coffee pods are false or misleading in areas where they are not accepted for recycling. The Bureau found that, outside the provinces of British Columbia and Quebec, K-Cup pods are currently not widely accepted in municipal recycling programs.

The Bureau also concluded that Keurig Canada's claims about the steps involved to prepare the pods for recycling are false or misleading in certain municipalities. Keurig Canada's claims give the impression that consumers can prepare the pods for recycling by peeling the lid off and emptying out the coffee grounds, but some local recycling programs require additional steps to recycle the pods.

Keurig Canada's recyclable claims are made on its website, via social media and on text and logos on the K-Cup pods and packaging. The settlement also covers recyclability claims made on packages of K-cup pods for brands marketed in partnership with Keurig Canada.

As part of this settlement, Keurig Canada agreed to:

- pay a \$3 million penalty and donate \$800,000 to a Canadian charitable organisation focused on environmental causes
- pay an additional \$85,000 for the costs of the Bureau's investigation
- change its recyclable claims and the packaging of the K-Cup pods
- publish corrective notices about the recyclability of its product on its websites, on social media, in national and local news media, in the packaging of all new brewing machines and via email to its subscribers
- enhance its corporate compliance program as necessary to promote compliance with the laws and prevent deceptive marketing issues in the future

The Bureau acknowledges Keurig Canada's voluntary cooperation in resolving this matter.

### Quick facts

The agreement registered with the Competition Tribunal has the force of a court order and will be binding for a period of 5 years.

The deceptive marketing practices provisions of the Competition Act forbid companies from making false or misleading claims about a product or service to promote their business interests.

In 2017, the Competition Bureau issued a business alert to warn businesses of issues related to making environmental claims that are misleading or likely to result in misinterpretation.





## Keurig Agrees To Settle Coffee Pod Recyclability Suit In The US

Keurig Green Mountain has reached a tentative class-action settlement with a consumer who is suing the company over its coffee pod recyclability claims.

The case, which was first filed in U.S. District Court for the Northern District of California in November 2018, alleges that the company is deceiving consumers by claiming its polypropylene K-Cups are recyclable.

Details of the deal, which is the second major settlement over brand owners' recyclability claims in recent months, haven't been made public yet.

Lafayette, Calif. resident Kathleen Smith sued Keurig Green Mountain, alleging that Keurig instructed consumers to remove the metal foil from the used K-Cups, compost or discard the coffee grounds, and then recycle the cup and filter, while urging consumers to "check locally to recycle empty cup."

But the lawsuit alleges the cups fall through sorting screens at materials recovery facilities (MRFs) because of their small size – especially after they're compacted in collection trucks – and they're disposed of. If they're not disposed of by the MRF, the cups can contaminate other recyclables, the suit alleges. And even if they are sorted, baled and sold to a plastics reclaimer, the residual metal and food contaminants render them non-recyclable or difficult to recycle, according to the lawsuit, which also emphasized a lack of markets for even non-contaminated K-Cups.

Keurig asked the case to be dismissed, citing a host of reasons. Among them, Keurig claimed the plaintiff failed to differentiate between the company's original coffee pods and its recyclable PP pods, which were introduced in 2017 after testing with recycling companies to ensure their recyclability. KW Plastics and Merlin Plastics were among the companies involved in the K-Cup recycling trials.

In its motion to dismiss the case, Keurig also insisted its marketing language is compliant with the Federal Trade Commission's Green Guides, which are referenced in California statutes, because Keurig discloses to consumers that the cups aren't recyclable in all communities and instructs them to "check locally."

Keurig was dealt a legal setback in June 2019, when Judge Haywood Gilliam, Jr. declined to dismiss the case. And in September 2020, over Keurig's opposition, Gilliam approved an order certifying the class represented by the plaintiff. The class includes "all persons who purchased the Products for personal, family or household purposes in California (either directly or through an agent) from June 8, 2016 through the present," according to his ruling.

Keurig Green Mountain acquired Dr Pepper Snapple Group in 2018. The company is now part of Keurig Dr Pepper, one of the largest beverage companies in North America.

Details of agreement not yet public



## SWANA Launches New Project for Canadian Landfill Managers

SWANA has launched a project to develop a Canadian adaptation of its new Manager of Landfill Operations (MOLO) course and exam. This effort ensures managers of Canadian landfills can take a MOLO course that reflect the standards and requirements for managing Canadian landfills today and are certified against those standards and requirements. “The ‘Canadianized’ course and exam will retain the industry best management practices appropriate for landfills in the US and Canada—as found in the newly redeveloped MOLO course and exam—and will incorporate Canadian specifics appropriate for Canadian audiences,” said Arminda Valles-Hall, SWANA Director of Education.

Dillon Consulting, a well-respected and employee-owned professional consulting firm, was selected to lead this important effort. With more than 20 offices and 900 employees across Canada, Dillon handles projects in every province of Canada. “Dillon’s national reach was an important consideration in selecting a team to manage this project since the Canadian adaptation of the MOLO course and exam must reflect national standards, not those specific to a particular province or region,” noted Valles-Hall.

Working alongside Dillon are Canadian-based subject matter experts who will help identify and incorporate Canadian-specific references to add to or replace the US-specific MOLO material.

This exciting project continues SWANA’s new approach to the development of training. “With this project, SWANA continues its emphasis on developing more personalized and customized learning experiences,” said Valles-Hall. “Like the MOLO-US course, the MOLO-CA course will be available to students and SWANA’s chapters as a series of individual learning modules, each of which will provide a stand-alone educational experience about the primary topic covered within a module. Depending on their educational needs, students may choose to access one or multiple modules to fill knowledge gaps selectively or consume the modules as a set for a comprehensive education on the management of landfill operations.”

## Recycle BC Suspends Collection Of Glass Containers And Foam Packaging Following Floods

With transportation corridors compromised due to road closures, Recycle BC cannot move glass from its receiving facilities to its glass end markets.

Due to the unprecedented flooding event in British Columbia, in early November, Recycle BC reports it was forced to take the following measures:

- Suspend collection of non-deposit glass bottles and jars and foam packaging (white and coloured) from Recycle BC depots.
- Suspend collection of all glass bottles and jars from curbside and multi-family



As of November 22, Recycle BC is requesting that people do not take these materials to a depot or set out for curbside or multi-family collection, and hold on to glass and foam packaging to set out or drop off later, once collection of these materials resumes.

Recycle BC says that with transportation corridors compromised due to road closures, and the primary glass end market currently under water, it cannot move glass from receiving facilities to glass end markets. In addition, the flooding has affected the availability of trucks for hauling materials, further compounding these challenges.



## How an Ottawa, Canada Company Diverts Food Waste from Landfills

An Ottawa-based company is trying to change the way households across the country dispose of food waste with innovative technology that speeds up the composting process to a matter of hours. Food Cycle Science has signed up about 20 municipalities across Canada to pilot its FoodCycler, a small food waste recycling machine the company claims can reduce the weight and volume of food waste by 90 per cent.

CEO Bradley Crepeau says the company tries to help communities that don't have easy access to some of the more traditional organics programs, such as curbside pick-up available in more densely populated cities. "We're working with remote, rural and Indigenous communities at this time, but we really aim to scale that to be a solution, or at least part of the solution, for any municipality and community across Canada," Crepeau said.

Each FoodCycler unit can easily fit on a kitchen countertop and comes equipped with a 2.5-litre bucket for food waste. Through a process of drying, grinding and cooling, the FoodCycler aerates food waste without producing methane gas and turns it into compost within four to eight hours. "The unfortunate reality is that food waste is very harmful to the environment. It's one of the largest emitters of greenhouse gas emissions," Crepeau said.

## Ontario Not Recovering Spills Costs

There were more than 73,000 hazardous spills reported in Ontario between 2011 and 2020, but the Ministry of the Environment, Conservation and Parks attempted to recover its response costs just three times.

Even in those three, it went after only about half of the \$1.3 million spill response cost it incurred, said Auditor General Bonnie Lysyk, in her Annual Report of Environment Audits. When looking at just 30 other spills where the government did not attempt any cost-recovery, the audit report estimated those spill responses cost taxpayers, and not polluters, about \$4.5 million.

The total amount of unrecovered costs is potentially tens of millions of dollars more.

"The Ministry of the Environment can do more to encourage spillers to prevent and reduce the risks from spills, report spills promptly, and improve their response and clean-up practices," said Lysyk.

"If the Ministry does not improve on its compliance and enforcement, it is very likely that these spills will continue, with their related impacts on people and wildlife, and the air, land and water, of the province."

A hazardous spill is a discharge of a substance to air, land or water that can pose a threat to human health and the environment. The responsibility for protecting Ontario's air, land and water falls to the Environment Ministry. It is responsible for ensuring regulated industries have plans in place to prevent and respond to hazardous spills, and that they comply with provincial rules.

The Ministry is also responsible for overseeing spill response and clean-up, taking action when spillers fail to clean up, and recovering the costs it incurs.

The audit found that the Environment Ministry's work with industries that spill hazardous substances is too weak to prevent and reduce the risks from spills. It also found that information about these spills and potential impacts on nearby people, communities and the environment are not publicly disclosed in a transparent or timely way.

This audit report includes 13 recommendations for improvement.

## Waste Management Survey

OWMA through Pollara Strategic Insights conducted an online survey of 1,000 residents across Ontario and found there is high public support for provincial government investments, regulations, and support to increase recycling rates, help divert waste, and implement mandatory composting programs and single-use item bans.

Almost all Ontarians (92%) feel that reducing litter and waste is important, with 59% of Ontarians seeing it as very important.

There is high public support (75-85%) for provincial government investments and regulations to increase recycling rates, divert waste into energy, and fight climate change. The ideas they support include:

- Additional surcharges on households with more garbage (56%), personally paying more in taxes to support stronger waste diversion policies (40%)
- Mandatory composting programs (69%) and single-use item bans (67%)
- Almost three-quarters of Ontarians want higher product recycling targets for producers of electronic equipment
- Almost six in ten Ontarians want higher household hazardous waste product recycling targets for companies – with a plurality preferring targets that are as close to 100% as possible

There is high public support for Ontario-based companies to do the following:

- A strong majority of Ontarians (88%) want companies to do more to make their products recyclable
- Three quarters (77%) of Ontarians want companies to introduce composting programs where applicable
- Seven-in-ten Ontarians surveyed support making companies shoulder costs for disposal of their products, while less than 10% oppose this

At least seven-in-ten Ontarians feel all entities – private-sector, public-sector, and individuals – should do more to reduce waste and litter, but clear majorities feel companies and individuals should do a lot more

- There is high public support (75-85%) for provincial government investments and regulations to increase recycling rates, divert waste into energy, and fight climate change
- Seven-in-ten support making companies shoulder costs for disposal of their products - less than 10% oppose
- A majority supports additional surcharges on households with more garbage, although only 40% support (32% oppose) personally paying more in taxes to support stronger waste diversion policies
- At least two-thirds support mandatory composting programs and single-use item bans

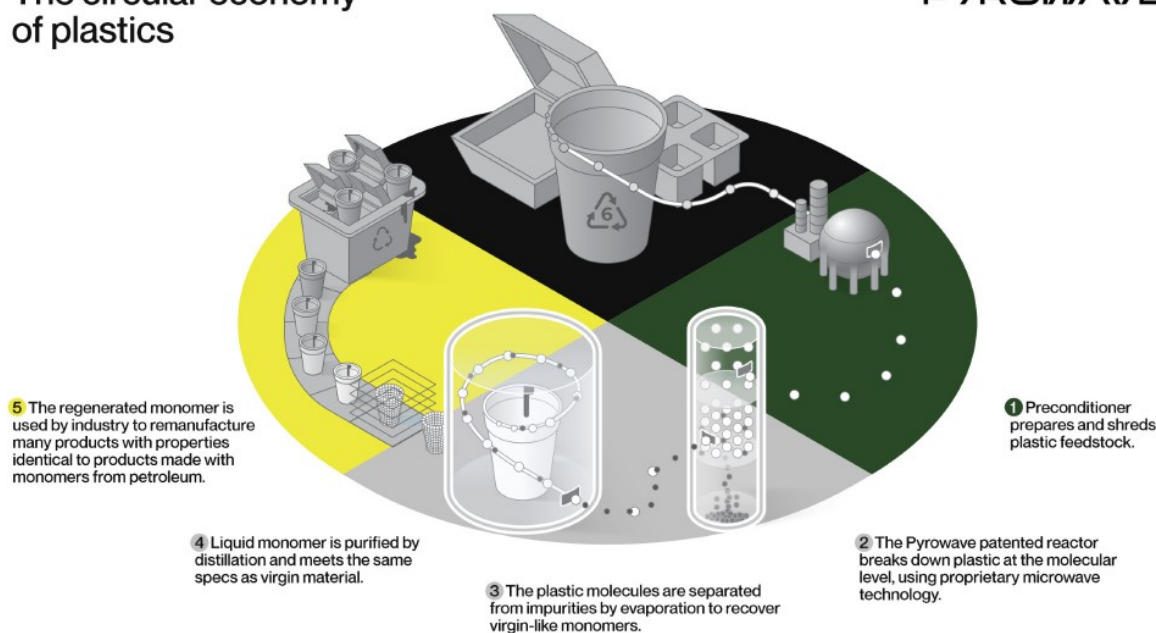
## Proposed Amendments to Batteries, Electrical and Electronic Equipment, and Tires

On November 26, 2021, the MECP posted proposed amended versions of the Batteries Regulation, Electrical and Electronic Equipment Regulation, and the Tires Regulation. The consultation period for these proposed amendments was open for 45 days until January 10, 2022.

## \$7 Million In Government Support To Pyrowave's Microwave-Based Recycling Technology

### The circular economy of plastics

PYROWAVE



The Pyrowave technology platform uses microwaves to manufacture chemicals more efficiently and with a lower carbon release than traditional processes.

Pyrowave, a specialist in chemical recycling, and pioneer in the use of microwave-based technology for the recovery of post-consumer and post-industrial plastics, has announced \$7 million in financial support from the Quebec Government's ESSOR Program, administered by Investissement Québec. Pyrowave says this financial support will help expand its pilot plant and Centre of Excellence in Microwave Technologies facility located in Salaberry-de-Valleyfield, Quebec, as well as hire new talent, and continue to develop and improve its unique and patented technologies. The purpose of the ESSOR Program is to accelerate the growth of promising Quebec companies like Pyrowave to help them become leaders in tomorrow's low-carbon and circular economy.

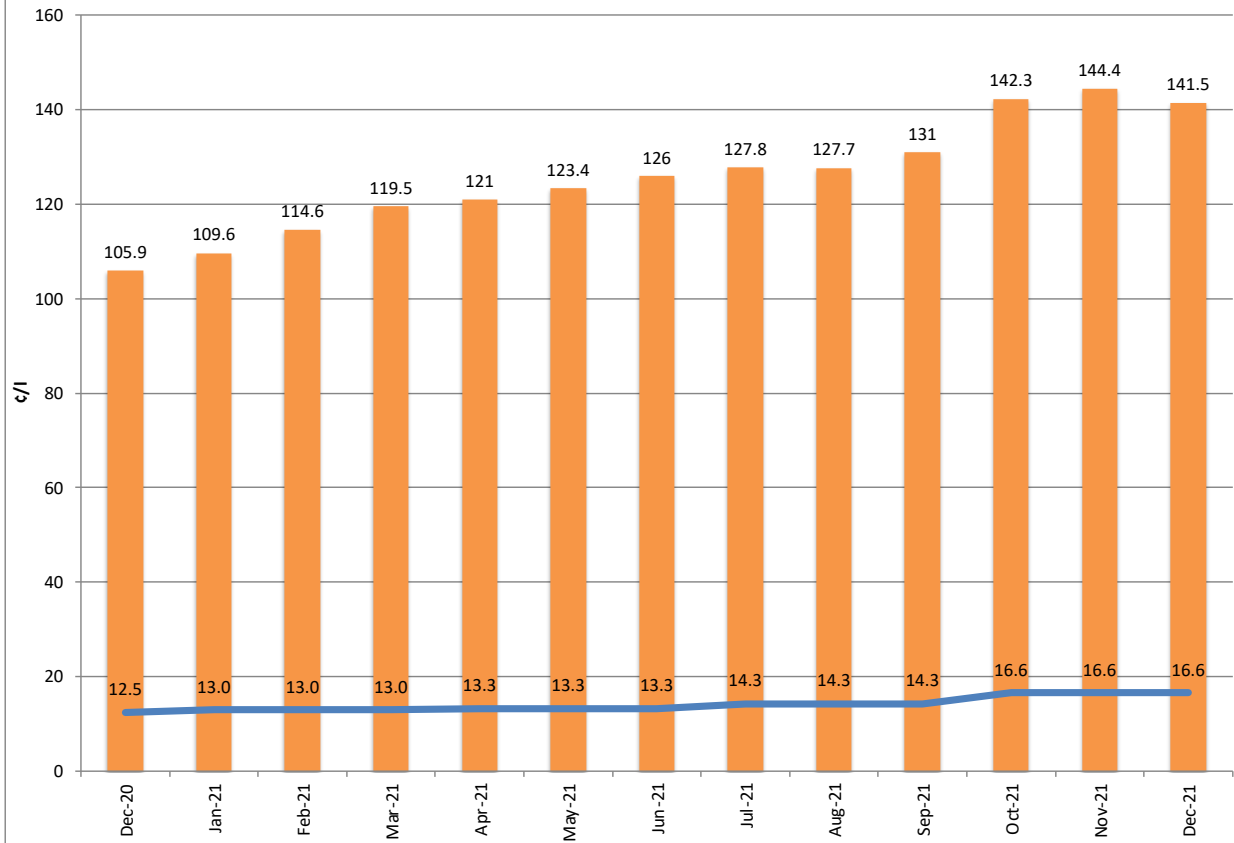
The Pyrowave technology platform is the result of innovation using microwaves to manufacture chemicals more efficiently and with a lower carbon release than traditional processes because it uses electricity which can be entirely renewable. This innovation reduces the environmental impact of products and reduces the waste generated by traditional processes.

One of its applications is to return plastic waste to its original form, monomers, which can then be reused in original applications identical to those using virgin materials. This approach avoids the extraction of virgin raw materials and therefore avoids all the environmental impacts associated with the transformation of these virgin materials into finished products.

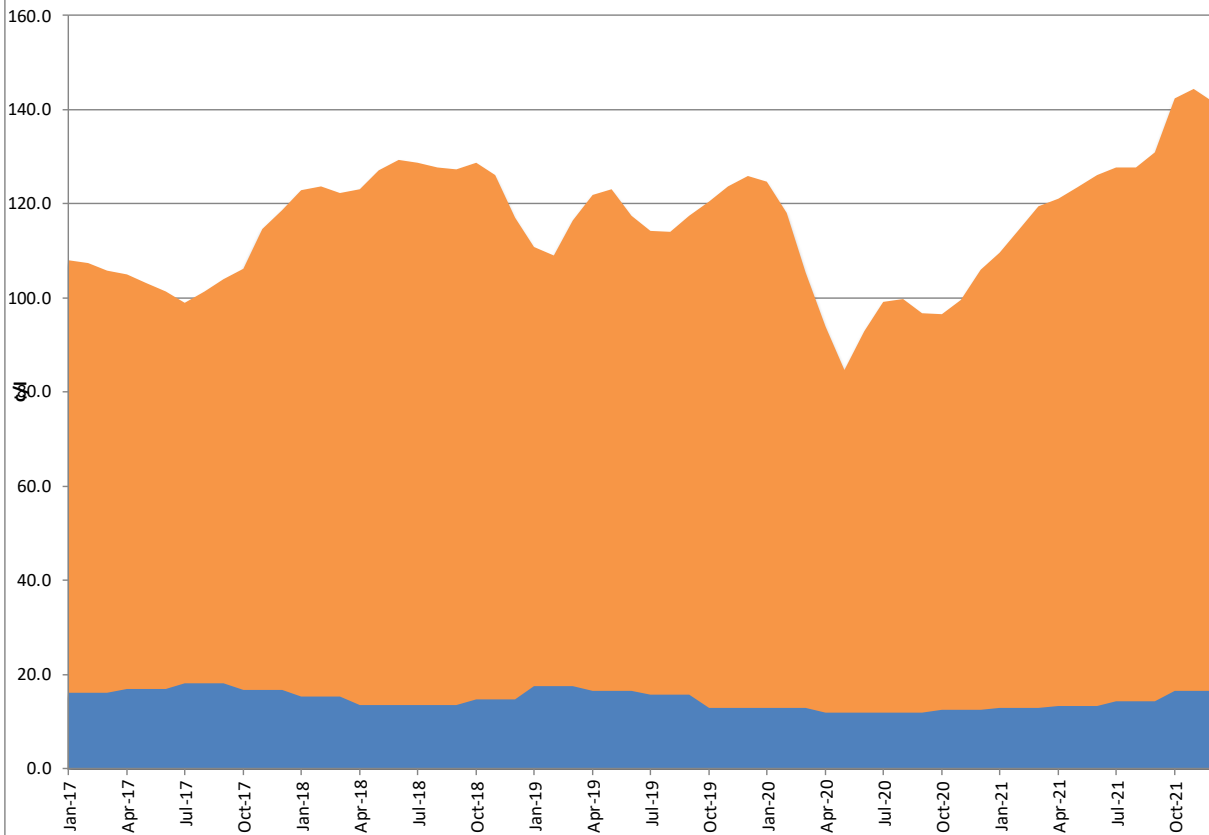
### Iceland Opens Its First Self-Checkout Tool Library

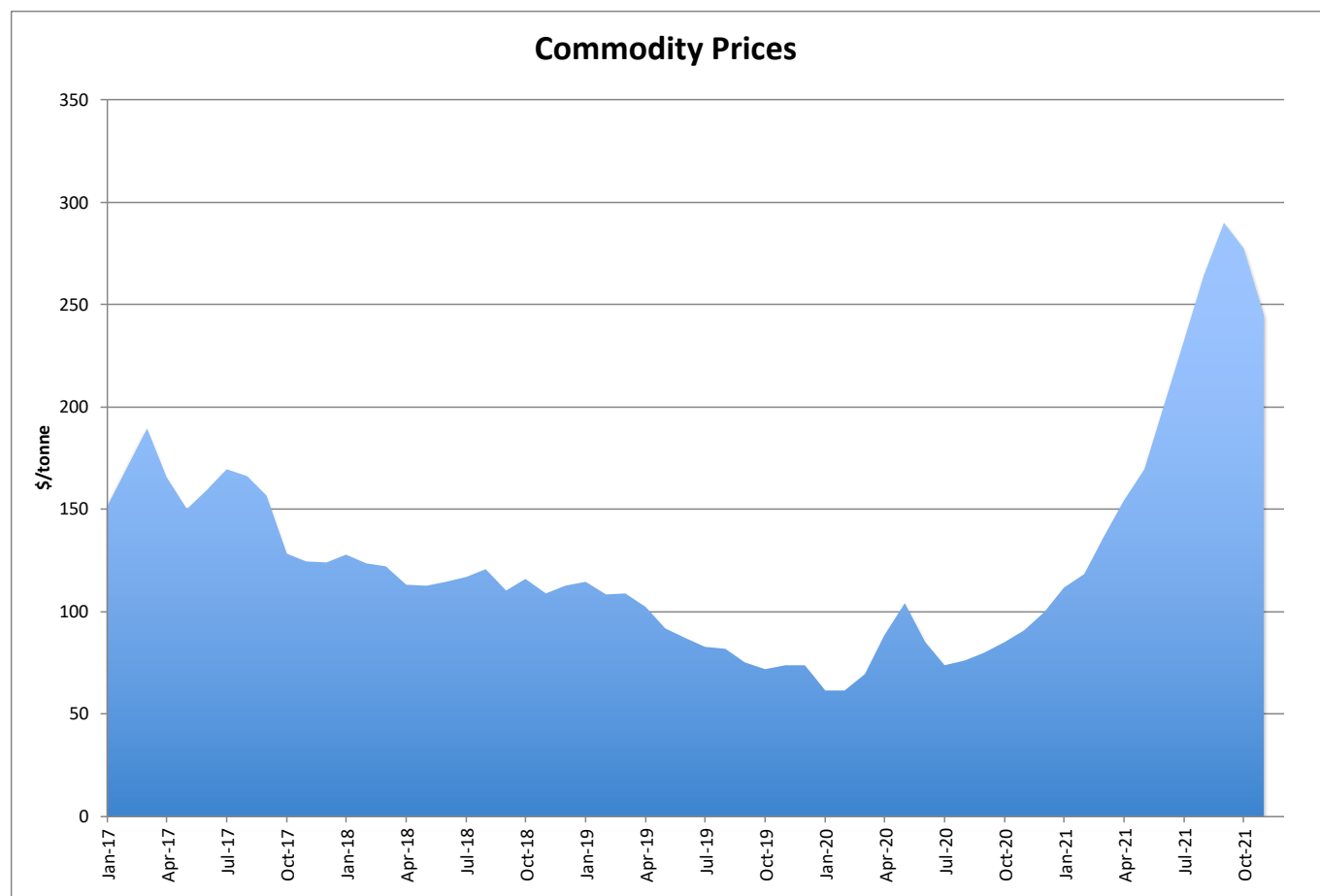
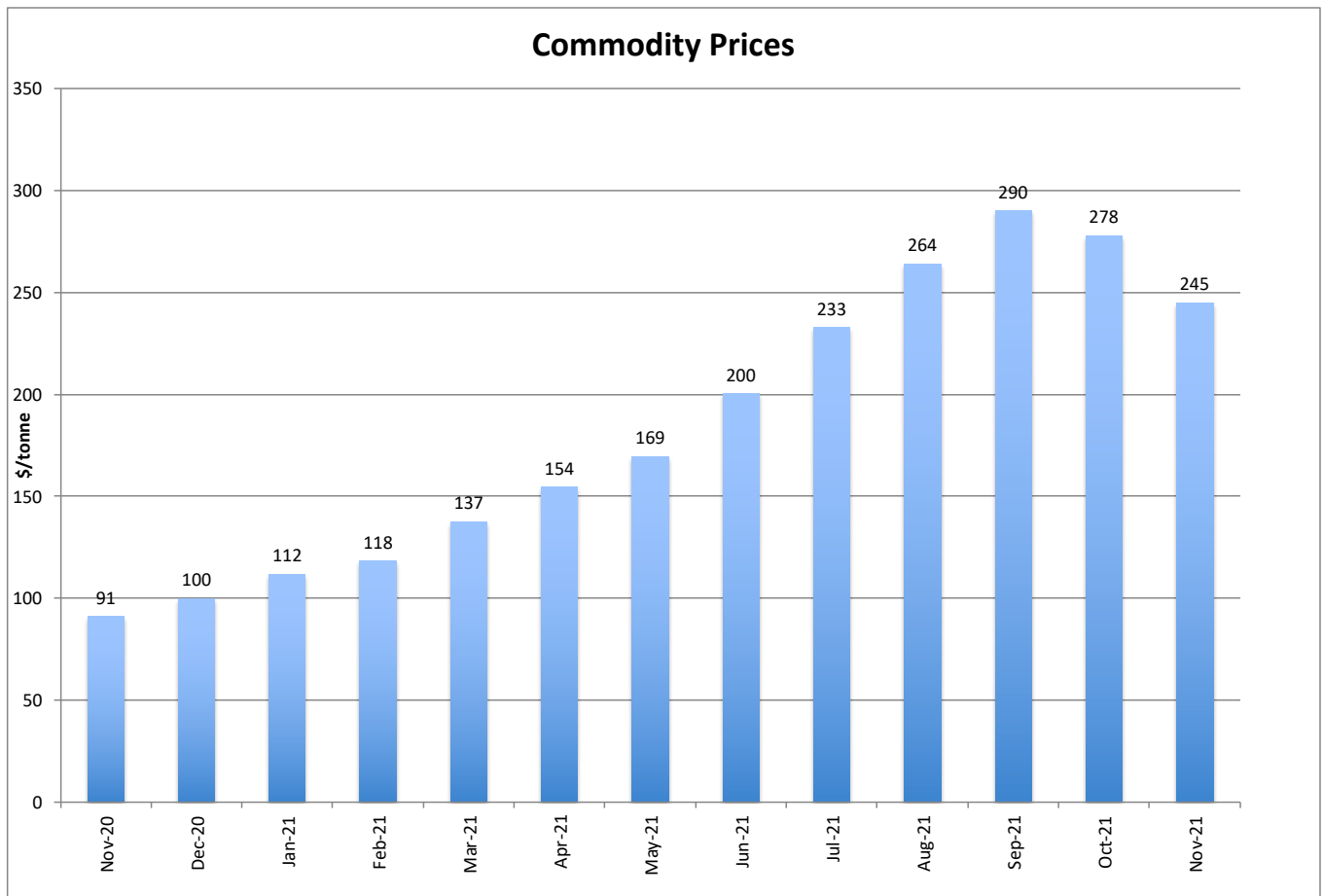
Residents of Kópavogur in Iceland can borrow tools and equipment at the local library through their Hringrásarsafn initiative, based on a circular economy approach to consumption. For a biannual or annual fee, patrons can rent items from wire strippers to car battery chargers, to digital projectors. By sharing everything with the community, it helps save resources, raw materials, space, and money while also making things more accessible.

### Diesel vs CNG Price (Retail incl. Tax)



### Diesel vs CNG Price (Retail incl. Tax)





## HURON PERTH PUBLIC HEALTH BOARD

Via Zoom

January 7, 2022

Members present: Jim Fergusson, Bonnie Henderson, Dave Jewitt, Todd Kasenberg, Marg Luna, Bernie MacLellan, Myles Murdock, Kathy Vassilakos, Bob Wilhelm, Paul Robinson, Robert Parker

Staff present: Dr Miriam Klassen, Medical Officer of Health/CEO; Julie Pauli, Director of Corporate Services (Interim Chair); Barb Leavitt, Director of Population Health; Dr Lauren Hayward, Physician Consultant; Melissa Rintoul, Executive Assistant to the MOH (Recorder)

### Board of Health Introductions

Julie Pauli led an introduction of the Board of Health membership.

### Board Elections for 2022

#### a. Chair

Moved by: Dave Jewitt  
Seconded by: Bob Wilhelm

**That, Kathy Vassilakos be nominated for Chair of the Huron Perth Health Unit Board of Health, for 2022.**

**Carried.**

Kathy Vassilakos was declared the Chair of the Board of Health of the Huron Perth Health Unit for 2022.

Kathy Vassilakos, Chair presiding over the remainder of the meeting.

#### b. Vice-Chair

Moved by: Bernie MacLellan  
Seconded by: Marg Luna

**That Dave Jewitt be Vice Chair of the Huron Perth Unit Board of Health for 2022.**

**Carried.**

Dave Jewitt was declared the Vice Chair of the Board of Health of the Huron Perth Health Unit for 2022.

#### c. Finance and Personnel Committee Chair

Moved by: Dave Jewitt  
Seconded by: Marg Luna

**That Bob Wilhelm, be nominated as Chair of the Huron Perth Board of Health Finance and Personnel Committee for 2022.**

**Carried.**

Bob Wilhelm was declared the Chair of the Board of Health Finance and Personnel Committee of the Huron Perth Health Unit for 2022.

d. Governance and Risk Committee Chair

Moved by: Dave Jewitt  
Seconded by: Marg Luna

**That Myles Murdock, be nominated as Chair of the Huron Perth Board of Health Governance and Risk Committee for 2022.**  
**Carried.**

Myles Murdock was declared the Chair of the Board of Health Governance and Risk Committee of the Huron Perth Health Unit for 2022.

e. Closed Meetings

Moved by: Bob Wilhelm  
Seconded by: Myles Murdock

**That senior leadership staff may remain in closed session meetings, with the exception of specific matters to be determined on a case by case basis.**  
**Carried.**

f. Huron Perth Public Health Board of Health Sub-Committee Membership

Moved by: Bob Wilhelm  
Seconded by: Myles Murdock

**That the membership of the Huron Perth Board of Health Finance and Personnel and the Huron Perth Public Health Board of Health Governance and Risk Committee continue to be operationalized as committees of the whole at this time.**  
**Carried.**

g. Board Member Remuneration

Moved by: Bob Wilhelm  
Seconded by: Marg Luna

**To defer this item to the February meeting**  
**Carried.**

h. Mileage

Moved by: Bob Wilhelm  
Seconded by: Bernie MacLellan

**That the rate of mileage be set at the current rate paid to staff which is 53 cents per km at this time.**  
**Carried.**



## **Approval of the Agenda**

Moved by: Todd Kasenberg  
Seconded by: Myles Murdock

**That the agenda for today's meeting be adopted with the addition of *Update of HPPH Insurance* as part of the Director of Corporate Services Report, and an addition of correspondence, *HPPH MOH email reply re: Omicron*.**  
**Carried.**

## **Pecuniary Interest**

There were no disclosures of pecuniary interest.

## **Director of Corporate Services Report**

### **Statement of Accounts**

Julie Pauli, Director of Corporate Service, provided an overview of Huron Perth Public Health financial statements for the period ending November 30, 2021.

Moved by: Bonnie Henderson  
Seconded by: Dave Jewitt

**That the Board approve the Statement of Accounts for period ending November 30, 2021.**  
**Carried.**

Discussion regarding Seniors Dental program expenses to be brought back to the February 2022 Board of Health meeting.

### **Financial Transactions Reports**

Julie Pauli, provided an overview of the final GL Trial Balance Transaction Details for the period ending November 30, 2021.

Moved by: Bob Wilhelm  
Seconded by: Todd Kasenberg

**That the Board approve the Financial Transaction Reports for the period of November 1, 2021 to November 30, 2021 in the amount of \$1,880,330.43.**  
**Carried.**

### **Insurance Renewal**

Julie Pauli led a presentation of the Insurance Renewal Policy from Intact Insurance and provided opportunity for discussion regarding liability limits.

Moved by: Bob Wilhelm  
Seconded by: Jim Fergusson

**That the Board approves the renewal of Liability and Cyber insurance through Intact Insurance with a liability limit of \$25 million.**  
**Carried.**

Moved by: Bonnie Henderson  
Seconded by: Todd Kasenberg

**The Board of Health requests that staff bring back a written staff report and presentation regarding insurance liability coverage, cyber insurance and claims history pertaining to public health and board of health directors, listing of the concerns of Cowan Insurance in dropping cyber coverage for public health, to be brought back to the February HPPH Board of Health meeting.**  
**Carried.**

## **MOH Report**

A written report, was presented by Dr Miriam Klassen and updated to current information in regards to the COVID-19 pandemic and the public health response, including time for questions from the Board of Health and discussion.

Moved by: Marg Luna  
Seconded by: Dave Jewitt

**That the Medical Officer of Health Report be adopted as presented.**  
**Carried.**

## **HPPH Board of Health Orientation Manuals**

New Orientation manuals are being compiled and assembled and will be couriered to each Board of Health Member in January of 2022.

## **HPPH Board of Health Conflict of Interest Declarations and Confidentiality Agreements 2022**

All Board of Health Members are required to complete both of the forms and return to the attention of Melissa Rintoul, prior to the next Board of Health Meeting on February 4, 2022.

## **Correspondence**

- a. County of Perth re: 2022 Boards/Committee Council Appointments
- b. Grey Bruce Health Unit letter re: Support for Local Boards of Health
- c. HPPH Medical Officer of Health email reply re: Omicron

Moved by: Bernie MacLellan  
Seconded by: Myles Murdock

**That the Board receive correspondence items for information purposes.**  
**Carried.**

## **Approval of the Minutes of the January 7, 2022 Board of Health Adjournment**

Moved by: Bob Wilhelm  
Seconded by: Todd Kasenberg

**That the minutes of today's board of Health meeting be approved as presented.**  
**Carried.**

## **Adjournment**

Moved by: Bob Wilhelm  
Seconded by: Todd Kasenberg

**That we now adjourn.**

**Carried.**

Meeting adjourned at 11:32 am

## **Next Meeting**

**Friday, February 4, 2022 at 930 am**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Kathy Vassilakos', with a stylized, cursive script.

Kathy Vassilakos, Chair

**SPRUCE LODGE**  
**Board of Management Meeting**  
**November 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 Aitcheson

Seconded by Councillor Luna

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

**CARRIED**

➤ Declaration of pecuniary interest.

**Approval of Minutes:**

Moved by Councillor Ehgoetz

Seconded by Councillor Ingram

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

**CARRIED**

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

**New Business:**

**Ratification of Accounts:**

Moved by Councillor Aitcheson

Seconded by Councillor Pridham

**That the October 2021 accounts in the amount of \$291,338.89 to be ratified.**

**CARRIED**

**Financial Report:**

The Business Manager presented the financial report for the period ending September 30<sup>th</sup>, 2021 for review and discussion. The negative variance in resident revenue is being driven by an occupancy rate of approximately 93%. Resident fees will not be adjusted until January of 2022.

The negative variance in resident care is due to agency staffing requirements to fill staffing shortages, and increased costs in medical supplies.

Moved by Councillor Ingram

Seconded by Councillor Ehgoetz

**To accept the Spruce Lodge Revenue and Expenses for the period ending September 30<sup>th</sup>, 2021 prior to audit as presented.**

**CARRIED**

## **SPRUCE LODGE - Continued**

### **Board of Management Meeting**

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

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The Business Manager presented the Spruce Lodge Operating and Capital budget for the year ending December 31, 2022 for review and approval. The budget was shared and discussed with the finance committee on November 8<sup>th</sup>, 2022. Level of care hours have increased at approximately \$92,000 per month from November 2021 to March 2022. The budget reflects a 1.75% increase at the municipal level. The funding is a base funding increase. A Government change will affect year 3 and 4 funding. LTC legislation will change to reach 4 hours per resident per day. Staffing is a big concern throughout the sector. Full-time recruitment will help with recruitment. There is more appeal to work in a municipal home. DOC recruitment is underway currently with at least 6 resumes received.

Moved by Councillor Ingram  
Seconded by Councillor Ehgoetz

**To accept the Spruce Lodge 2022 Operating and Capital budget for the year ending December 31<sup>st</sup>, 2022 as presented.**

**CARRIED**

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

##### **Suspect Outbreak:**

Spruce Lodge went into a suspect outbreak on November 4<sup>th</sup>, 2021 when a staff member who was double vaccinated tested positive for COVID-19 on November 2<sup>nd</sup>, 2021. Families, staff and board members were notified, all units were closed, use of full PPE was in effect and all residents and staff participated in 2 rounds of PCR testing, with no positive results.

The vaccine mandate deadline for Spruce Lodge was November 12<sup>th</sup>, 2021 with the Ministry of Health mandate of November 15<sup>th</sup>, 2021 changed to the first shot by November 15<sup>th</sup>, 2021, and the second shot by December 13<sup>th</sup>, 2021.

Those staff not vaccinated by January 2022, will remain on the seniority list but will have deemed to have given up their position. There are two (2) Support Workers in Support Services who are not yet double vaccinated, but have received their first vaccination. There are five (5) employees not vaccinated. Two (2) employees are in Environmental Services, one being full-time. Two (2) Resident Assistants are not vaccinated, with one (1) who has been off for several months because she refuses to be tested. Both are looking for a settlement. One dietary student is not vaccinated, as the family does not support vaccination. The Union would like us to consider the re-posting of their jobs in January.

##### **Workforce Edge Consulting:**

Spruce Lodge would like to proceed with the use of Workforce Edge to develop a new schedule for the Nursing Department. There may be discussion to move to 12 hour shifts. There is a significant cost, but also significant change in the schedule and staffing.

Moved by Councillor Luna  
Seconded by Councillor Pridham

**To proceed with Workforce Edge proposal to develop a new schedule for the Nursing Department at a cost not to exceed \$65,770.00.**

**CARRIED**

## **SPRUCE LODGE - Continued**

### **Board of Management Meeting**

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

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#### **Air Conditioning**

The Ministry indicated that any capital funding received this year was intended to be used to install/upgrade air conditioning. The study from Walter Feddy determined that duct work may be insufficient for air flow, and the cost would be \$840,000 for dedicated air conditioning units in each room, and \$1,500,000.00 to replace the existing ventilation system and air conditioning units, for a total of \$2,200,000.00 with updated duct work. The engineers were asked to find out with certainty if we could possibly use our existing duct work to increase air flow into the rooms, and if so, determine costs to duct into the rooms, with the ability to monitor the entire system. We need controls to address “shoulder season” every fall and spring. Funding of \$360,000 must be spent by the end of March, and to apply for any additional funding. Upgrades would start in the cottages as temperatures are hardest to control in those areas. Otherwise, we must monitor temperatures ongoing and send the results to the ministry.

Could we do a capital fundraising campaign through the Foundation? The best solution would be the fully integrated option for air conditioning, heating, and ventilation. We will continue to determine options.

Moved by Councillor Luna

Seconded by Councillor Ingram

**To enter closed session at 5:58 p.m.**

**CARRIED**

Moved by Councillor Aitcheson

Seconded by Councillor Luna

**To enter open session at 6:04 p.m.**

**CARRIED**

#### **Resident Family Survey:**

The results of the resident family survey were presented for review. Results are largely favourable. Ceiling tiles were on back order, and have arrived this week. Air conditioning continues to be an issue in some areas. Food service results seem lower than previous years. It is difficult to please everyone's tastes.

Moved by Councillor Aitcheson

Seconded by Councillor Ingram

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

**CARRIED**

#### **Correspondence:**

##### *Dress Down Days:*

The Board gave direction for the Administrator to make the draws for dress down days.

☺ *For October 2021, the lucky charitable receipt winner is **Kally Persaud!***

**Other Business:** None noted.

**SPRUCE LODGE - Continued**

**Board of Management Meeting**

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

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Moved by Councillor Ingram

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

**Date & Time of Next Meeting:**

***Wednesday, December 15<sup>th</sup>, 2021 at 5:00 p.m. – Teleconference***

**Councillor Vassilakos**

***Chairperson***

**Jennifer Facey**

***Secretary***

**Date**

*Jan 19/22*



## **Minutes**

### **St. Marys Business Improvement Area Committee**

#### **Regular Meeting**

January 24, 2022

6:00 pm

Video Conference

Click the following link:

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

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

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

Staff Present: Emily Taylor (Administrative Assistant)

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

The Chair called the meeting to order at 6:06 pm.

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

None.

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

Moved By: Kyle Burnside

Seconded By: Gwendolen Boyle

**THAT** the January 24, 2022 St. Marys Business Improvement Area Board agenda be approved.

**Carried**

#### **4. DELEGATIONS**

##### **4.1 Angela Patterson re: Christmas Committee**

Angela Patterson of the BIA Christmas Committee presented on the Christmas Committee events of 2021. The Committee members plan on staying on the committee for next year and want to start planning for 2022 soon. The Committee requested the same budget of \$17,500 for 2022 to continue the success of the event.

Moved By: Amie Rankin

Seconded By: Councillor Tony Winter

**THAT** the Christmas Committee report be accepted.

**Carried**

#### **5. ACCEPTANCE OF MINUTES**

Moved By: Gwendolen Boyle

Seconded By: Kyle Burnside

**THAT** the December 13, 2021 St. Marys Business Improvement Area Board meeting minutes be approved by the Board and signed by the Chair and the Secretary.

**Carried**

#### **6. MEMBERSHIP INPUT PERIOD**

None.

#### **7. BUSINESS ARISING FROM MINUTES**

##### **7.1 Draft 2022 BIA Budget**

Treasurer Kyle Burnside presented on the Draft 2022 BIA Budget. Membership input on the draft budget is requested before the February BIA meeting. The final budget will be presented for approval at the Annual General Meeting in March.

## **7.2 Town Hall Benches**

The quotes for two benches outside of Town Hall were included for consideration in the 2022 BIA Budget.

## **8. CORRESPONDENCE**

### **8.1 Letter from Chantal Lynch**

Moved By: Kyle Burnside

Seconded By: Amie Rankin

**THAT** the correspondence from Chantal Lynch be accepted.

**Carried**

## **9. REPORTS**

### **9.1 Council Report**

Councillor Winter presented on highlights from Council meetings. These included; updates on the Pride banner initiative, community grants, and the Official Plan.

Moved By: Councillor Tony Winter

Seconded By: Amie Rankin

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

**Carried**

### **9.2 Treasurer's Report**

Moved By: Gwendolen Boyle

Seconded By: Amie Rankin

**THAT** the December 2021 Treasurer's report be accepted as presented.

**Carried**

## **10. OTHER BUSINESS**

### **10.1 Board Member Resignation**

Moved By: Gwendolen Boyle

Seconded By: Amie Rankin

**THAT** the resignation of Kyle Burnside be accepted.

**Carried**

### **10.2 My Main Street Funding**

The Town of St. Marys was approached by investStratford about My Main Street Funding and the ambassador program. St. Marys will gain an ambassador for a one-year contract out of Stratford who will work with the Centre for Business and the BIAs in each community. They will assist with market research, connect businesses with local or government supports, operational strategies, and marketing.

Moved By: Gwendolen Boyle

Seconded By: Amie Rankin

**THAT** the presentation by Kelly Deeks-Johnson be accepted.

### **10.3 Wildwood Dragon Boat Challenge Sponsorship Request**

The Board discussed the request for sponsorship by Wildwood Drag Boat Challenge. The BIA does not usually sponsor events that happen outside of the downtown. St. Marys does get tourists from Wildwood Conservation Area, but there is uncertainty about who participates in this event and where they come from. There is an option for a giveaway bag that could be an advertising opportunity. This topic may be brought back for further consideration at the next meeting.

Moved By: Gwendolen Boyle

Seconded By: Amie Rankin

**THAT** the report be received as information.

## 11. UPCOMING MEETINGS

The next Board meeting will be held on Monday, February 28, 2022 at 6:00pm and will be live-streamed on the Town of St. Marys' [YouTube page](#).

Agenda items for upcoming meetings include:

- BIA Constitution

The Annual General Meeting will be held on March 21, 2022 at 6:00 pm.

## 12. ADJOURNMENT

Moved By: Councillor Tony Winter

Seconded By: Kyle Burnside

**THAT** this meeting of the St. Marys Business Improvement Area Board adjourns at 7:29 pm.

**Carried**

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Chair

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Committee Secretary



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

January 19, 2022  
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

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. APPOINTMENT OF CHAIR AND VICE-CHAIR**

Jenna McCartney opened the floor for nomination of Chair.

Paul Dunseith nominated Doug Diplock for Chair.

Doug Diplock accepted the nomination.

There were no further nominations for Chair.

**Moved By** Paul Dunseith

**Seconded By** Jacqui Hibbert

**THAT** Doug Diplock be appointed as the Chair of the Community Policing Advisory Committee effective immediately to November 14, 2022.

**CARRIED**

Jenna McCartney opened the floor for nominations of Vice Chair.

Councillor Winter nominated Paul Dunseith for Vice Chair.

Paul Dunseith accepted the nomination.

There were no further nominations.

**Moved By** Councillor Winter

**Seconded By** Paul Dunseith

**THAT** Paul Dunseith be appointed as the Vice-Chair of the Community Policing Advisory Committee effective immediately to November 14, 2022.

**CARRIED**

**4. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Jacqui Hibbert

**Seconded By** Paul Dunseith

**THAT** the January 19, 2022 Community Policing Advisory Committee agenda be accepted as presented.

**CARRIED**

**5. ACCEPTANCE OF MINUTES**

**Moved By** Paul Dunseith

**Seconded By** Jacqui Hibbert

**THAT** the November 24, 2021 Community Policing Advisory Committee meeting minutes be approved by the Committee and signed by the Chair and the Secretary.

**CARRIED**

**6. REPORTS**

**6.1 CRIME STOPPERS REPORT**

Chief Skinner presented the November 2021 Crime Stoppers report.

**Moved By** Councillor Winter

**Seconded By** Jacqui Hibbert

**THAT** the November 2021 Crime Stoppers report be received.

**CARRIED**

**6.2 POLICE MONTHLY STATISTICS**



Deputy Chief Foster presented the November and December monthly reports.

In response to an inquiry about the type of frauds committed, Deputy Chief Foster stated that they were all internet based.

In response to an inquiry about the process for preventing drivers from driving under a licence suspension, Deputy Chief Foster stated that most drivers with a licence suspension will adhere to the suspension. However, the Service has deployed an automatic plate reader that scans licence plates while the vehicle is on the road. The read will send an alert to the officer if a licence plate is in the area that is associated with a suspension.

In response to an inquiry about the implementation of the body camera program, Deputy Chief Foster stated that training within the Service continues.

In response to an inquiry about what constitutes mischief, Deputy Chief Foster stated that it includes vandalism.

**Moved By** Jacqui Hibbert

**Seconded By** Mayor Strathdee

**THAT** the November 2021 and December 2021 Police Monthly Statistics reports be received.

**CARRIED**

## **7. OTHER BUSINESS**

### **7.1 How to Contact Police Communication Update**

Chief Skinner presented an overview of the communication plan regarding "how to contact police". There is a flyer and fridge magnet that has been created and will be distributed widely to ensure the public knows how to contact police throughout the various municipalities the Service serves.

### **7.2 Vision Zero: Update on Traffic By-law Review**

Brent Kittmer spoke to the recent passing of the traffic by-law amendment and how it impacts drivers and pedestrians in St. Marys. Mr. Kittmer explained staff's intentions to allow time to mature the traffic in the eastward as a result of the changes to the by-law and will implement a traffic study at a later date to gather statistics.

Mr. Kittmer provided a further update to the Committee regarding the snowmobile education and enforcement plan report that would be

considered by Council on January 25. Mr. Kittmer elaborated on the strategy that includes by-law updates, updated entrance signage to the Town, increased trailhead and natural area signage, and enforcement by the police.

In response to an inquiry whether the Town must install warning signs in advance of changing traffic signs from yield to stop, Mr. Kittmer stated that it was not regulated but the Town will provide advance notice to the public.

In response to an inquiry whether the Town has a camera in the downtown core to focus on traffic habits, Mr. Kittmer stated that there is one camera located at Town Hall focusing on Queen Street East for the purpose of gathering snow information.

Mr. Kittmer elaborated on the timeline for the proposed traffic study and explained that staff implemented the changes to the traffic signs within the eastward as it was noted that these changes may not be identified within the traffic study.

In response to an inquiry whether the traffic by-law speaks to restrictions about all-terrain vehicles, Mr. Kittmer confirmed that in addition to various prohibitions for snowmobile operators, all-terrain vehicles are included in the list.

## **8. UPCOMING MEETINGS**

The Chair reviewed the upcoming meeting as listed on the agenda.

## **9. ADJOURNMENT**

**Moved By** Jacqui Hibbert

**Seconded By** Mayor Strathdee

**THAT** this Community Policing Advisory Committee meeting adjourn at 9:37 am.

**CARRIED**

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Chair Diplock

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Brent Kittmer, Chief Administrative Officer



## **Minutes**

### **Green Committee**

January 26, 2022

5:30 pm

Video Conference

Click the following link:

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

Members Present	David Vermeire, Chair Lynette Geddes Councillor Pridham Fred Stam John Stevens
Members Absent	Katherine Moffat
Staff Present	Jed Kelly, Director of Public Works Dave Blake, Environmental Services Manager Morgan Dykstra, Committee Secretary

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

Morgan Dykstra called the meeting to order at 5:30 p.m..

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

None declared.

#### **3. APPOINTMENT OF CHAIR AND VICE-CHAIR**

Morgan Dykstra asked the Committee for nominations for the role of Chair.

Councillor Pridham nominated David Vermeire to assume the role of Chair, David Vermeire accepted the nomination. There were no further nominations.

**Resolution: GC-2022-01-01**

**Moved By** Councillor Pridham

**Seconded By** John Stevens

**THAT** David Vermeire be appointed as the Chair of the Green Committee effective immediately to November 14, 2022.

**Carried**

Morgan Dykstra asked the Committee for nominations for the role of Vice-Chair.

Lynette Geddes nominated Councillor Pridham to assume the role of Chair, Councillor Pridham accepted the nomination. There were no further nominations.

**Resolution: GC-2022-01-02**

**Moved By** Lynette Geddes

**Seconded By** John Stevens

**THAT** Councillor Pridham be appointed as the Vice-Chair of the Green Committee effective immediately to November 14, 2022.

**Carried**

David Vermeire assumed the role of Chair.

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

Fred Stam joined the meeting at 5:35 p.m.

**Resolution: GC-2022-01-03**

**Moved By** John Stevens

**Seconded By** Lynette Geddes

**THAT** the January 26, 2021 Green Committee Agenda be accepted as presented.

**Carried**

#### **5. DELEGATIONS**

None.

#### **6. CORRESPONDENCE**

6.1 Jordan Partridge, St. Marys Youth Council re: Spring Environmental Programs

The Committee discussed the correspondence from the St. Marys Youth Council.

The Committee noted that the St. Marys Youth Council should consider alternative social media platforms to promote their activities as opposed to just Instagram. The commented that the Town can promote their initiatives on its website and social media platforms. The Committee also discussed inviting the St. Marys Youth Council to future environmental initiatives of the Green Committee such as pulling garlic mustard and tree planting.

The Committee discussed forwarding a letter to the St. Marys Youth Council summarizing the Committee's discussion, while also providing comments related to communications best practices.

**Resolution: GC-2022-01-04**

**Moved By** Councillor Pridham

**Seconded By** Fred Stam

**THAT** the correspondence from Jordan Partridge, Chair of the St. Marys Youth Council requesting the Green Committee's assistance for the Youth Council's proposed environmental programs be received; and

**THAT** a letter be provided to the St. Marys Youth Council detailing the Committee's discussion.

**Carried**

## **7. ACCEPTANCE OF MINUTES**

**Resolution: GC-2022-01-05**

**Moved By** Lynette Geddes

**Seconded By** Fred Stam

**THAT** The November 24, 2021 Green Committee minutes be approved and signed by the Chair and the Committee Secretary.

**Carried**

## **8. STRATEGIC ITEMS - PROGRESS UPDATE**

At the request of the Committee, Jed Kelly provided an update regarding the Waste Reduction and Diversion initiatives. Jed Kelly advised that due to site constraints the projects cannot proceed until the Town is in the design phase of

the St. Marys Landfill Site Environmental Compliance Approval (ECA), this step occurs once the Province of Ontario approves the Environmental Assessment (EA) for the site.

**Resolution: GC-2022-01-06**

**Moved By** Lynette Geddes

**Seconded By** John Stevens

**THAT** the January Green Committee Strategic Priorities Table be received for information.

**Carried**

## **9. REPORTS**

### **9.1 PW 04-2022 CURBSIDE WASTE COLLECTION SERVICE DELIVERY**

Dave Blake spoke to the report and responded to questions from the Committee.

The Committee discussed the transition to producer responsibility recycling programs. Dave Blake informed the Committee that the Town expects the transition to occur between 2023 and 2025, and that the Province of Ontario is currently accepting service provider proposals for collection.

The Committee noted that St. Marys Cement (SMC) is pursuing an Alternative Low Carbon Fuels project and if the project is successful there may be a waste depot and transfer station at their location.

**Resolution: GC-2022-01-07**

**Moved By** Fred Stam

**Seconded By** John Stevens

**THAT** report PW 04-2022 Curbside Waste Collection Service Delivery Investigation be received for information.

**Carried**

## **10. OTHER BUSINESS**

None.

## **11. UPCOMING MEETINGS**

February 23, 2022 at 5:30 p.m. via Zoom

March 23, 2022 at 5:30 p.m. via Zoom

**12. ADJOURNMENT**

**Resolution: GC-2022-01-08**

**Moved By** John Stevens

**Seconded By** Lynette Geddes

**THAT** this meeting of the Green Committee adjourn at 6:05 p.m.

**Carried**

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David Vermeire, Chair

---

Morgan Dykstra, Committee Secretary





## **Minutes**

### **Youth Council**

January 7, 2022

4:00 pm

Video Conference

Click the following link:

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

Member Absent      Councillor Edney, Megan Richardson, Meghan Hymus, Cate Poulton, Kirsten Pabillano, Jordan Partridge

Member Absent      n/a

Staff Present      Darcy Drummond

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

The chair called the meeting to order at 4:06 pm.

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

None were declared.

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

**Moved by:** Megan Richardson

**Seconded by:** Cate Poulton

**THAT** the January 7, 2022, Youth Council meeting agenda be accepted as presented.

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

**Moved by:** Megan Richardson

**Seconded by:** Kirsten Pabillano

**THAT** the November 12, 2021, Youth Council meeting minutes be approved by the Youth Council and be signed by the Chair and Staff Liaison.

**5. BUSINESS ARISING FROM MINUTES**

**5.1 Toy Drive Review**

The Youth Council felt the toy drive was successful and want to continue the annual toy drive. Suggested future drives should be earlier, in stationary locations like the flats, and advertising should have some focus towards adults.

**6. OTHER BUSINESS**

**6.1 Eco-Friendly Event**

Composting and gardening will be the focus of the event. Looking at an educational piece on Instagram leading up to an in-person event (or kits handed out if virtual).

The Youth Council will connect with the Town of St. Marys' Green Committee on the initiative prior to next meeting.

**7. UPCOMING MEETINGS**

Friday, February 4, 2022, at 4pm.

**8. ADJOURNMENT**

**Moved by:** Megan Richardson

**Seconded by:** Meghan Hymus

**THAT** this meeting adjourns at 4: 40 pm.

---

Chair

---

Committee Secretary

**BY-LAW 10-2022**

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

**Being a By-law to adopt the 2022 Budget and Tax Levy**

- WHEREAS:** Subsection 290 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that for each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including, (a) amounts sufficient to pay all debts of the municipality falling due within the year; (b) amounts required to be raised for sinking funds or retirement funds; and (c) amounts required for any board, commission or other body.
- AND WHEREAS:** The Council of the Town of St. Marys has prepared an annual budget for the year 2022
- AND WHEREAS:** The Council of the Town of St. Marys held a 2022 budget public meeting on January 18, 2022
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. THAT The Corporation of the Town of St. Marys adopt the sum of \$20,874,454 as detailed in Column 2 of Schedule "A" attached hereto and which forms part hereof as the gross estimate of the funds required during the year 2022 for The Corporation of the Town of St. Marys operating and capital budget.
  2. THAT The Corporation of the Town of St. Marys adopt the capital budget estimates for the year 2022 as presented in Schedule "B".
  3. THAT having duly adopted the gross estimate set out in Schedule "A" and having deducted there from the estimated revenues other than property taxes for the year 2022 the amount of \$7,546,070 as detailed in Column 1 of Schedule "A", Town Council hereby adopts the sum of \$13,328,384 as its estimate of the Property Tax Levy required during the year of 2022 for the Corporation, including the sums required by law to be provided by Town Council for all local boards of the Corporation, excluding school boards.
  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 8<sup>th</sup> day of February 2022.

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Mayor Al Strathee

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Jenna McCartney, Clerk

**The Corporation of the Town of St. Marys**  
**Schedule A to By-law 10-2022**  
**A By-law to Adopt the 2022 Budget and Tax Levy**

	<b>2022 Budget Revenue Column 1</b>	<b>2022 Budget Expense Column 2</b>	<b>Net Column 3</b>
<b>TAX LEVY FUNDED</b>			
<b>ADMINISTRATION</b>			
CORPORATE ADMINISTRATION	-186,900	666,419	479,519
COUNCIL	0	157,766	157,766
POLICE	-4,485	1,209,465	1,204,980
<b>TOTAL ADMINISTRATION</b>	<b>-191,385</b>	<b>2,033,650</b>	<b>1,842,265</b>
<b>COMMUNITY SERVICES</b>			
RECREATION	-994,841	2,473,984	1,479,143
CHILDCARE	-1,717,205	1,872,889	155,684
HOME SUPPORT	-507,561	523,142	15,581
MUSEUM	-44,310	191,441	147,131
<b>TOTAL COMMUNITY SERVICES</b>	<b>-3,263,917</b>	<b>5,061,456</b>	<b>1,797,539</b>
<b>CORPORATE SERVICES</b>			
TAXATION	-271,125	149,200	-121,925
EXTERNAL TRANSFERS	-426,000	2,154,368	1,728,368
TREASURY	910,662	2,027,174	2,937,836
INFORMATION TECHNOLOGY	-219,200	570,129	350,929
COMMUNICATION, HERITAGE, ECONOMIC	-36,120	462,539	426,419
<b>TOTAL CORPORATE SERVICES</b>	<b>-41,783</b>	<b>5,363,410</b>	<b>5,321,627</b>
<b>FIRE</b>			
FIRE OPERATIONS	82,033	534,797	616,830
<b>TOTAL FIRE</b>	<b>82,033</b>	<b>534,797</b>	<b>616,830</b>
<b>HR &amp; BENEFIT ADMIN</b>			
HR & ADMIN	0	370,229	370,229
<b>TOTAL HR &amp; BENEFIT ADMIN</b>	<b>0</b>	<b>370,229</b>	<b>370,229</b>
<b>LIBRARY &amp; ADULT LEARNING</b>			
LIBRARY & ADULT LEARNING	-247,604	793,987	546,383
<b>TOTAL LIBRARY &amp; ADULT LEARNING</b>	<b>-247,604</b>	<b>793,987</b>	<b>546,383</b>
<b>PUBLIC WORKS</b>			
PUBLIC WORKS OPERATIONS	-159,000	2,019,331	1,860,331
FLEET	-209,000	189,000	-20,000
<b>TOTAL PUBLIC WORKS</b>	<b>-368,000</b>	<b>2,208,331</b>	<b>1,840,331</b>
<b>DEVELOPMENT</b>			
BUILDING & PROPERTY STANDARDS	-332,555	630,595	298,040
FACILITIES	29,390	665,750	695,140
<b>TOTAL DEVELOPMENT</b>	<b>-303,165</b>	<b>1,296,345</b>	<b>993,180</b>
<b>SELF FUNDED</b>			
<b>LANDFILL</b>			
WASTE COLLECTION	-411,920	226,520	-185,400
LANDFILL SITE OPERATIONS	-475,734	412,531	-63,203
LEAF & YARD WASTE	0	41,083	41,083

**The Corporation of the Town of St. Marys**  
**Schedule A to By-law 10-2022**  
**A By-law to Adopt the 2022 Budget and Tax Levy**

	<b>2022 Budget Revenue</b>	<b>2022 Budget Expense</b>	<b>Net</b>
RECYCLING	0	207,520	207,520
<b>TOTAL LANDFILL</b>	<b>-887,654</b>	<b>887,654</b>	<b>0</b>
<b>WASTEWATER</b>			
WASTEWATER TREATMENT	-1,247,163	1,091,998	-155,165
WASTEWATER COLLECTION	0	155,165	155,165
<b>TOTAL WASTEWATER</b>	<b>-1,247,163</b>	<b>1,247,163</b>	<b>0</b>
<b>WATER</b>			
WATERMAINS & SERVICES	0	154,445	154,445
WATER-STORAGE/SUPPLY (TOWER)	0	4,285	4,285
HYDRANT MAINT & INSPECTION	0	6,885	6,885
WATER WELLS & ADMIN	-1,077,432	887,092	-190,340
WATER PROTECTION	0	24,725	24,725
<b>TOTAL WATER</b>	<b>-1,077,432</b>	<b>1,077,432</b>	<b>0</b>
<b>TOTAL - NET TAX LEVY REQUIRED</b>	<b>-7,546,070</b>	<b>20,874,454</b>	<b>13,328,384</b>

**The Corporation of the Town of St. Marys**  
**Schedule B to By-law 10-2022**  
**A By-law to Adopt the 2022 Budget and Tax Levy**

**2022 Capital Budget Summary**

	<b>Project</b>	<b>Department</b>	<b>2022 Budget</b>
<b>1</b>	Police Cruiser	Adm	<b>\$64,000</b>
<b>2</b>	Fire Pumper (Pre-approved)	Fire	<b>\$650,000</b>
<b>3</b>	IT Annual Equipment	Corp	<b>\$48,000</b>
<b>4</b>	Folding/Postage Equipment	Corp	<b>\$12,000</b>
<b>5</b>	ERP System Upgrades	Corp	<b>\$325,000</b>
<b>6</b>	Milt Dunnell park upgrades	Corp	<b>\$387,500</b>
<b>7</b>	Wayfinding Strategy Implementation	Corp	<b>\$315,300</b>
<b>8</b>	Library South Side Exit Door Replacement	Fac	<b>\$5,000</b>
<b>9</b>	Library Church St. Door	Fac	<b>\$6,000</b>
<b>10</b>	Library Retaining Wall Repairs	Fac	<b>\$51,500</b>
<b>11</b>	Town Hall Carpet Replacement	Fac	<b>\$33,000</b>
<b>12</b>	Town Hall Interior Renovation	Fac	<b>\$80,000</b>
<b>13</b>	Lind Wall Retaining Wall Replacement	Fac	<b>\$15,000</b>
<b>14</b>	Lind Sportsplex Door Replacement	Fac	<b>\$13,000</b>
<b>15</b>	Lind Sportsplex Ice Surface Wall Painting	Fac	<b>\$22,000</b>
<b>16</b>	Museum Retaining Wall Repairs	Fac	<b>\$38,000</b>
<b>17</b>	MOC Window Replacement	Fac	<b>\$38,000</b>
<b>18</b>	MOC Flooring Replacement	Fac	<b>\$24,000</b>
<b>19</b>	MOC Boiler Replacement (Pre-Approved)	Fac	<b>\$34,000</b>
<b>20</b>	Lind Canteen Upgrades	Fac	<b>\$15,000</b>
<b>21</b>	Facility Energy Upgrades	Fac	<b>\$50,000</b>
<b>22</b>	PRC HVAC Units	CS	<b>\$350,000</b>
<b>23</b>	Evaporative Condenser Replacement	CS	<b>\$115,000</b>
<b>24</b>	Dehumidification Unit	CS	<b>\$50,000</b>
<b>25</b>	Reverse Osmosis System	CS	<b>\$25,000</b>
<b>26</b>	Teddy's Field Lights	CS	<b>\$175,000</b>
<b>27</b>	Zamboni Replacement (Pre-Approved)	CS	<b>\$110,000</b>
<b>28</b>	L-05 Utility Vehicle	PW	<b>\$35,000</b>
<b>29</b>	T-20 5 Tonne Truck with Plow	PW	<b>\$250,000</b>
<b>30</b>	Winter Fleet GPS Upgrades	PW	<b>\$25,000</b>
<b>31</b>	PW Fleet Radio Upgrades	PW	<b>\$25,000</b>
<b>32</b>	Columbarium	PW	<b>\$60,000</b>
<b>33</b>	Jones St. Parking Lot - Lighting	Parks	<b>\$15,000</b>
<b>34</b>	Kin Park upgrades	Parks	<b>\$10,000</b>
<b>35</b>	Asset Management Plan Update	Corp	<b>\$30,000</b>



**The Corporation of the Town of St. Marys**  
**Schedule B to By-law 10-2022**  
**A By-law to Adopt the 2022 Budget and Tax Levy**

**2022 Capital Budget Summary**

	<b>Project</b>	<b>Department</b>	<b>2022 Budget</b>
<b>36</b>	Annual Asphalt Resurfacing	Roads	<b>\$213,000</b>
<b>37</b>	Road Condition Assessment	Roads	<b>\$10,000</b>
<b>38</b>	East Ward Traffic Study	Roads	<b>\$25,000</b>
<b>39</b>	Stormwater Management Improvement	Roads	<b>\$25,000</b>
<b>40</b>	Guard Rail Replacement	Roads	<b>\$60,000</b>
<b>41</b>	Sarnia Bridge and Emily Street Overpass - plank repairs	Roads	<b>\$10,000</b>
<b>42</b>	Church St. Retaining Wall	Roads	<b>\$10,000</b>
<b>43</b>	Water St. Bridge repairs	Roads	<b>\$30,000</b>
<b>44</b>	Wellington St. South (Bridge to Park St.) (#44/#51)	Roads	<b>\$1,890,000</b>
<b>45</b>	Wellington St. South (Park to St. Maria) (#45/#53)	Roads	<b>\$40,000</b>
<b>46</b>	Water Valve Replacement Program	Water	<b>\$15,000</b>
<b>47</b>	Well Inspection and Maintenance Program	Water	<b>\$25,000</b>
<b>48</b>	Well 3 Actuator and Gate Valve Replacement	Water	<b>\$17,000</b>
<b>49</b>	Rotometer Replacements (Well 2A / 3)	Water	<b>\$15,000</b>
<b>50</b>	Well No. 1 Storage Building Improvements	Water	<b>\$35,000</b>
<b>51</b>	Wellington St. S (Bridge to Park St.)	Water	<b>\$291,000</b>
<b>52</b>	Carling Street (Samual to Dead End)	Water	<b>\$15,000</b>
<b>53</b>	Wellington St. South (Park to St. Maria)	Water	<b>\$15,000</b>
<b>54</b>	Steam Boiler Replacement	Wastewater	<b>\$60,000</b>
<b>55</b>	Electrical System Evaluation	Wastewater	<b>\$50,000</b>
<b>56</b>	Raw Sewage Check and Gate Valve Replace	Wastewater	<b>\$75,000</b>
<b>57</b>	I&I Collection System Improvements	Wastewater	<b>\$75,000</b>
<b>58</b>	Spare Chemical Metering Pumps	Wastewater	<b>\$10,000</b>
<b>59</b>	RAS Pump 3 Replacement	Wastewater	<b>\$30,000</b>
<b>60</b>	Centrifuge Fee Pump Rebuild P404	Wastewater	<b>\$11,000</b>
<b>61</b>	Clarifier Weir Replacement #3	Wastewater	<b>\$20,000</b>
<b>62</b>	Clarifier 3 Sandblasting and Painting	Wastewater	<b>\$30,000</b>
<b>63</b>	Raw Sewage Exhaust Fan Replacement	Wastewater	<b>\$10,500</b>
<b>64</b>	Interim Approval Earthworks	Landfill	<b>\$45,000</b>
<b>2022 CAPITAL PROJECTS - TOTAL</b>			<b>\$6,658,800</b>
<b>2021 Carryforward Projects</b>			
	Police Radios	Adm	<b>\$57,000</b>
	Park Street Bridge Repairs	Roads	<b>\$225,800</b>
	Waterloo St. S Road Reconstruction	Roads	<b>\$705,000</b>

**BY-LAW 11-2022**

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

Being a By-law to set Tax Ratios for prescribed property classes for municipal purposes for the year 2022.

**AUTHORITY:** *Municipal Act* 2001, S.O. 2001, c.25, as amended, Section 308

**WHEREAS:** It is necessary for the Council of The Corporation of the Town of St. Marys, pursuant to Section 308 of the *Municipal Act*, 2001, as amended, to establish the tax ratios for the municipality;

**AND WHEREAS:** The tax ratios determine the relative amount of taxation to be borne by each property class;

**AND WHEREAS:** Section 308(6) of the *Municipal Act*, 2001, as amended, requires that the transition ratios be established prior to setting the tax ratio;

**AND WHEREAS:** Section 308(8) of the *Municipal Act*, 2001, as amended, requires that the tax ratio for a property must be within the allowable range prescribed in the regulations for the property class;

**AND WHEREAS:** The property subclasses for which tax rate reductions are to be established are in accordance with the *Assessment Act*;

**AND WHEREAS:** The tax rate reductions reduce the tax rates that would otherwise be levied for municipal purposes;

**NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;

- 1.** For the taxation year 2022 the tax ratio for property in:
  - a. The Residential / Farm property class is 1.000000;
  - b. The Multi-Residential property class is 1.113405;
  - c. The New Multi-Residential property class is 1.100000;
  - d. The Commercial property class is 1.541721;
  - e. The Industrial property class is 2.499700;
  - f. The Large Industrial property class is 2.499700;
  - g. The Landfill property class is 1.581519;
  - h. The Pipelines property class is 1.813811;

- i. The Farmlands property class is 0.250000;
- j. The Managed Forest property class is 0.250000;
- 2. That the tax reduction for;
  - a. The vacant land, vacant units and excess land subclasses in the Commercial property class has been fully phased out;
  - b. The vacant land, vacant units and excess land subclasses in the Industrial property class has been fully phased out;
  - c. The first class of Farmland awaiting development in the Residential / Farm, Multi-Residential, Commercial or Industrial property classes (R1) is 65%;
  - d. The second class of Farmland awaiting development in the Residential / Farm, Multi-Residential, Commercial or Industrial property classes (R2) is 0%.
- 3. For the purposes of this By-law;
  - a. The Commercial property class includes all commercial office property, shopping centre property and parking lot property;
- 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 8<sup>th</sup> day of February 2022.**

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Mayor Al Strathee

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Jenna McCartney, Clerk

## **BY-LAW 12-2022**

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

Being a By-law to levy the rates of taxation for the year 2022.

- WHEREAS:** It is necessary for the Council of The Corporation of the Town of St. Marys, pursuant to the *Municipal Act*, to raise the sum of \$13,328,384 for the 2022 property tax levy as set out in By-law 10-2022.
- AND WHEREAS:** All property assessment rolls on which the 2022 taxes are to be levied have been returned and revised pursuant to the provisions of the *Assessment Act* subject to appeals;
- AND WHEREAS:** The property assessment for each of the defined property classes has been determined on the basis of the aforementioned property assessment rolls;
- AND WHEREAS:** The tax ratios on the aforementioned property for the 2022 taxation year have been set out in By-Law 11-2022 of The Corporation of the Town of St. Marys;
- AND WHEREAS:** The sub-class tax rate reductions on prescribed sub-classes for the 2022 taxation year have been set out in By-law 11-2021 of The Corporation of the Town of St. Marys;
- AND WHEREAS:** The tax rates of the property classes and property sub-classes have been calculated pursuant to the provisions of the *Municipal Act* and the manner set out herein.
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. THAT for the year 2022 the Municipality shall levy upon the Residential / Farm Assessment, upon the Multi-Residential Assessment, upon the new Multi-Residential Assessment, upon the Commercial Assessment, upon the Industrial Assessment, upon the Large Industrial Assessment, upon the Landfill Assessment, upon the Pipeline Assessment, upon the Farmland Assessment, and upon the Managed Forest Assessment the rates of taxation per current value assessment for general purposes set out in Schedule "A" attached hereto and which forms part hereof.
  2. THAT the several sums or rates to be levied and collected shall be payable by the persons liable therefore at the Office of the Municipal Operations Centre of the Town of St. Marys. The realty tax shall be payable in two equal installments after the Interim Levy. The first of such installments on the Final Levy shall be

payable on or before August 31, 2022 and the second installment of the Final Levy shall be payable on or before October 31, 2022.

3. THAT a percentage of 1 ¼% shall be imposed as a penalty on non-payment and shall be added to each tax installment or part thereof remaining unpaid on the first day following the last day for payment of each installment. And therefore an additional charge of 1 ¼% shall be imposed and shall be added to each such tax installment or part thereof remaining unpaid on the first day of each calendar month on which default continues until a new by-law is established.
4. THAT the Treasurer is hereby authorized to mail or cause to be mailed the Notice of Taxes to the address of the residence or place of business of the person to whom such Notice is required to be given.
5. THAT the Treasurer is hereby empowered to accept part payment from time to time on account of any taxes due.
6. 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 8<sup>th</sup> day of February 2022.

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**The Corporation of the Town of St. Marys**  
**Schedule A to By-law Number 12-2022**  
**A By-law to Levy the Rates of Taxation for the Year 2022**

<b><u>TAX CODE</u></b>	<b><u>PROPERTY TAX CLASS</u></b>	<b><u>MUNICIPAL</u></b>	<b><u>EDUCATION</u></b>	<b><u>TOTAL</u></b>
C/T	COMMERCIAL	0.01946594	0.00880000	0.02826594
X/T	COMMERCIAL NEW CONSTRUCTION	0.01946594	0.00880000	0.02826594
C/U	COMMERCIAL EXCESS LAND	0.01946594	0.00880000	0.02826594
X/U	COMMERCIAL NEW CONSTRUCTION EXCESS LAND	0.01946594	0.00880000	0.02826594
C/X	COMMERCIAL VACANT LAND	0.01946594	0.00880000	0.02826594
F/T	FARMLAND TAXABLE	0.00315653	0.00038250	0.00353903
H/F	LANDFILL	0.01996843	0.00980000	0.02976843
I/H	INDUSTRIAL PIL SHARED	0.03156149	0.00980000	0.04136149
I/T	INDUSTRIAL	0.03156149	0.00880000	0.04036149
I/U	INDUSTRIAL EXCESS LAND	0.03156149	0.00880000	0.04036149
I/X	INDUSTRIAL VACANT LAND	0.03156149	0.00880000	0.04036149
J/T	INDUSTRIAL NEW CONSTRUCTION	0.03156149	0.00880000	0.04036149
L/T	LARGE INDUSTRIAL	0.03156149	0.00880000	0.04036149
L/U	LARGE INDUSTRIAL EXCESS LAND	0.03156149	0.00880000	0.04036149
S/T	SHOPPING CENTRE	0.01946594	0.00880000	0.02826594
M/T	MULTI RESIDENTIAL TAXABLE	0.01405797	0.00153000	0.01558797
N/T	NEW - MULTI RESIDENTIAL TAXABLE	0.01388872	0.00153000	0.01546523
P/T	PIPELINE	0.02290138	0.00880000	0.03170138
R/T	RESIDENTIAL	0.01262611	0.00153000	0.01415611
R/1	RESIDENTIAL FARMLAND AWAITING DEVELOPMENT	0.00315653	0.00038250	0.00353903
C/F	COMMERCIAL PIL	0.01946594	0.00980000	0.02926594
C/G	COMMERCIAL PIL (NO SCHOOL RATE)	0.01946594	0.00000000	0.01946594
C/Y	COMMERCIAL VACANT LAND PIL	0.01946594	0.00980000	0.02926594

## **BY-LAW 13-2022**

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

Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the "Province") has provided a transfer payment to The Corporation of the Town of St. Marys for the purpose of the Municipal Modernization Program – Intake 3 Implementation Stream for implementation of ERP software (the "Project");
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, attached hereto as Appendix "A", is hereby authorized and approved.
  2. That the Mayor and the Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
  3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8<sup>th</sup> day of February 2022.

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Mayor Al Stratthdee

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Jenna McCartney, Clerk



## **BY-LAW 14-2022**

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

Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the "Province") has provided a transfer payment to The Corporation of the Town of St. Marys for the purpose of the Municipal Modernization Program – Intake 3 Review Stream for Customer Service Location Review (the "Project");
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, attached hereto as Appendix "A", is hereby authorized and approved.
  2. That the Mayor and the Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
  3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 8<sup>th</sup> day of February 2022.

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

## **BY-LAW 15-2022**

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

Being a By-law to authorize an amendment to the site plan agreement between the Corporation of the Town of St. Marys and North Bay Capital Investment Ltd.

- WHEREAS:** North Bay Capital Investments Ltd. intends to develop, under site plan agreement, the lands legally described as Part Lot 18 Concession 19 Blanshard as in R280137; Except Parts 1 to 18 Inclusive 44R2621; Except Part 1 44R2177; Except Part 1 44R5309; Subject to R234813, R95953; together with an easement over Part 1 as in PC139308; Town of St. Marys and having the municipal address of 752 Queen Street East;
- AND WHEREAS:** The Corporation of the Town of St. Marys previously entered into a site plan agreement with the property owner by By-law 87-2020;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to amend said site plan agreement (the "Agreement") with North Bay Capital Investments Ltd. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the site plan development;
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
1. That Drawing "1" – Site Plan Phase I (SP01) prepared by blueprint2build dated January 21, 2020 and revised on September 17, 2020 be removed from Schedule A.
  2. That Drawing "2" – Landscape Plan (LP01) prepared by blueprint2build dated January 21, 2020 be removed from Schedule A.
  3. That Drawing "5" – Site Plan Phase I (SP01) prepared by blueprint2build dated January 21, 2020 and revised on May 4, 2021 be added to Schedule A.
  4. That Drawing "6" – Replanting Strategy (TRS-01) prepared by blueprint2build dated January 14, 2022 be added to Schedule A.
  5. That Drawing "7" Replanting Strategy Details & Notes prepared by blueprint2build dated January 19, 2022 be added to Schedule.
  6. That the Mayor and Clerk are hereby authorized to execute an amending site plan agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and North Bay Capital Investments Ltd.

7. 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.
8. Enactment of this By-law shall be deemed to be authorized to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
9. 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 8<sup>th</sup> day of January 2022.

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

## **BY-LAW 16-2022**

### **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 February 8, 2022

**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 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 8<sup>th</sup> day of February 2022 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 8<sup>th</sup> day of February 2022.

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Mayor Al Strathee

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Jenna McCartney, Clerk