



AGENDA

Regular Council Meeting

April 26, 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 April 26, 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 or in the drop box at Town Hall, 175 Queen Street East, lower level.

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

6. **ACCEPTANCE OF MINUTES**

6.1. **Regular Council - April 12, 2022**

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RECOMMENDATION

THAT the April 12, 2022 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

RECOMMENDATION

THAT the April 19, 2022 Strategic Priorities Committee meeting minutes be received by Council and signed and sealed by the Mayor and Clerk; and

THAT minute items 4.2 and 4.3 be raised for consideration.

6.2.1. Public Disclosure re: 14 Church Street N and Next Steps for the Downtown Service Location Review Project

RECOMMENDATION

THAT staff be directed to develop and report back with a draft terms of reference for a public led Steering Committee for the Downtown Service Location Review project; and

THAT the interior demolition and structural works for 14 Church Street North proceed immediately to be funded from the working capital reserve.

6.2.2. Town Hall First Floor Renovation

RECOMMENDATION

THAT Council approves Design Concept #2 to proceed to detailed design; and

THAT Council create a Design Committee to oversee the design of Design Concept #2 “Remodel First Floor”; and

THAT Councillors Luna and Pridham be appointed to the Design Committee.

7. CORRESPONDENCE

7.1. St. Marys Ringette Association re: Extended Ice Period Request

RECOMMENDATION

THAT the correspondence from St. Marys Ringette Association regarding a request to extend the ice period be received.

7.2.	Henry Monteith re: Town Hall Renovations	31
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RECOMMENDATION

THAT the correspondence from Henry Monteith regarding Town Hall renovations be received.

8. STAFF REPORTS

8.1. Administration

8.1.1.	ADMIN 21-2022 April Monthly Report (Administration)	32
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RECOMMENDATION

THAT ADMIN 21-2022 April Monthly Report (Administration) be received for information.

8.1.2.	ADMIN 22-2022 Community Developer Program Update	37
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RECOMMENDATION

THAT ADMIN 22-2022 Community Developer Program Update be received; and

THAT Council approves staff to create a one-year contract Community Developer and Support Worker position, with future extensions to be considered as a part of the 2023 operating budget deliberations; and

THAT Council consider By-law 44-2022, authorizing the Mayor and the Clerk to sign a supported partner agreement with the United Way Perth Huron for the Community Developer and Support Worker program.

8.1.3.	ADMIN 23-2022 Vote Counting Equipment and Alternative Voting Methods	47
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RECOMMENDATION

THAT ADMIN 23-2022 Vote Counting Equipment and Alternative Voting Methods report be received; and

THAT Council consider By-Law 43-2022, approving the use of optical scan vote tabulators in the 2022 municipal and school board election in the Town of St. Marys.

8.2. Building and Development Services

- 8.2.1. DEV 21-2022 April Monthly Report (Building and Development) 51**

RECOMMENDATION

THAT DEV 21-2022 April Monthly Report (Building & Development) be received for information.

8.3. Community Services

- 8.3.1. DCS 13-2022 April Monthly Report (Community Services) 57**

RECOMMENDATION

THAT DCS 13-2022 Monthly Report (Community Services) be received for information.

- 8.3.2. DCS 12-2022 New Agreement for Child Care from Province 61**

RECOMMENDATION

THAT DCS 12-2022 New Agreement for Child Care from the Province report be received; and

THAT Council authorizes staff to opt into the Canada-Wide Early Learning and Child Care Agreement.

- 8.3.3. DCS 17-2022 National Volunteer Week 65**

RECOMMENDATION

THAT DCS 17-2022 National Volunteer Week report be received report; and

THAT Council proclaim the week of April 24th to April 30th as National Volunteer Week in the Town of St. Marys.

8.3.4. DCS 19-2022 Evaporative Condenser Replacement

68

RECOMMENDATION

THAT DCS-19-2022 Evaporative Condenser Replacement report be received; and

THAT the procurement for the replacement of the evaporative condenser be awarded to CIMCO Refrigeration a Division of Toromont for the procured price of \$143,078.17 inclusive of all taxes and contingencies; and

THAT Council approves an unbudgeted expense of \$13,846.32 for the project to be funded from the general capital reserve; and

THAT Council consider By-Law 45-2022 authorizing the Mayor and the Clerk to sign the associated agreement.

8.3.5. DCS 20-2022 CPRA Youth Employment Experience Grant

72

RECOMMENDATION

THAT DCS 20-2022 CPRA Youth Employment Experience Agreement be received; and

THAT Council consider By-law 46-2022 authorizing the Mayor and the Clerk to sign a contribution agreement with Canadian Parks and Recreation for youth employment experience.

8.4. Corporate Services

8.4.1. COR 20-2022 April Monthly Report (Corporate Services)

86

RECOMMENDATION

THAT COR 20-2022 April Monthly Report (Corporate Services) be received for information.

8.4.2. COR 21-2022 CCRF Contribution Agreement 92

RECOMMENDATION

THAT COR 21-2022 CCRF Contribution Agreement report be received; and

THAT Council consider By-law 42-2022 authorizing the Chief Administrative Officer and the Treasurer to sign the Contribution Agreement with Her Majesty the Queen in Right of Canada for the Canada Community Revitalization Fund.

8.4.3. COR 22-2022 St. Marys Mobility Capital Request 116

RECOMMENDATION

THAT COR 22-2022 St. Marys Mobility Capital Request report be received; and

THAT Council approves the St. Marys and Area Mobility Service for funding up to \$33,323.00 for the purchase of a new accessible vehicle; and

THAT Council approves the funding to be provided from the Provincial Gas Tax reserve fund.

8.5. Fire and Emergency Services

8.5.1. FD 05-2022 April Monthly Report (Emergency Services) 119

RECOMMENDATION

THAT FD 05-2022 April Monthly Report (Emergency Services) be received for information.

8.6. Human Resources

8.6.1. HR 04-2022 April Monthly Report (Human Resources) 121

RECOMMENDATION

THAT HR 04-2022 April Monthly Report (Human Resources) be received for information.

8.7. Public Works

- 8.7.1. **PW 32-2022 April Monthly Report (Public Works)** 123
- RECOMMENDATION**
THAT PW 32-2022 April Monthly Report (Public Works) be received for information.
- 8.7.2. **PW 28-2022 Annual Drinking Water Inspection Report** 126
- RECOMMENDATION**
THAT Report PW 28-2022, Annual Drinking Water Inspection Report be received for information.
- 8.7.3. **PW 29-2022 Lystek Boiler System Replacement** 152
- RECOMMENDATION**
THAT report PW 29-2022 Lystek Boiler System Replacement be received; and
- THAT Council authorize the procurement of a replacement boiler system and ancillary works at the Water Pollution Control Plant to Lystek International for the amount of \$184,312.00, inclusive of HST and contingency; and,
- THAT Council approve an unbudgeted expense of \$124,312.00 for the project to be funded through wastewater reserves; and,
- THAT Council consider By-law 41-2022, authorizing the Mayor and Clerk to sign the associated Agreement.
- 8.7.4. **PW 30-2022 Annual Waste Management Report for 2021** 168
- RECOMMENDATION**
THAT report PW 30-2022 Annual Waste Management Report for 2021 be received for information.

9. **EMERGENT OR UNFINISHED BUSINESS**

10. **NOTICES OF MOTION**

11. BY-LAWS

RECOMMENDATION

THAT By-Laws 41-2022 through to 46-2022 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

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|-------|---|-----|
| 11.1. | By-Law 41-2022 Agreement with Lystek International for boiler replacement at the water pollution control plant | 171 |
| 11.2. | By-Law 42-2022 Agreement with Federal Economic Development Agency for Canada Community Revitalization Fund | 172 |
| 11.3. | By-Law 43-2022 Authorize the use of optical scan vote tabulating recorders for the purpose of counting votes in the 2022 election | 173 |
| 11.4. | By-Law 44-2022 Agreement with United Way Perth Huron for Community Developer and Support Worker program funding | 174 |
| 11.5. | By-Law 45-2022 Agreement with Cimco Refrigeration for evaporative condenser replacement | 175 |
| 11.6. | By-Law 46-2022 Agreement with Canadian Parks and Recreation for funding for the aquatics program | 176 |

12. UPCOMING MEETINGS

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

May 10, 2022 - 6:00pm, Regular Council

May 17, 2022 - 9:00am, Strategic Priorities Committee

May 24, 2022 - 6:00pm, Regular Council

13. CLOSED SESSION

RECOMMENDATION

THAT Council move into a session that is closed to the public at _____ pm as authorized under the *Municipal Act*, Section 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization, and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26.

13.1. Minutes - CLOSED SESSION

13.2. PW 31-2022 CONFIDENTIAL Status Update on the Environmental Assessment for Future Solid Waste Disposal Needs

14. RISE AND REPORT

RECOMMENDATION

THAT Council rise from a closed session at _____ pm.

15. CONFIRMATORY BY-LAW

177

RECOMMENDATION

THAT By-Law 47-2022, being a by-law to confirm the proceedings of April 26, 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.

16. ADJOURNMENT

RECOMMENDATION

THAT this regular meeting of Council adjourns at _____ pm.



MINUTES
Regular Council

April 12, 2022
6:00pm
Town Hall, Council Chambers

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

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

Conference Line
Andy 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
André Morin, Director of Corporate Services / Treasurer
Doug LaPointe, Recreation Operations Manager

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 2022-04-12-01

Moved By Councillor Edney

Seconded By Councillor Pridham

THAT the April 12, 2022 regular Council meeting agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

None.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Maggie Martin re: PC Connect Quarterly Update

Stephanie Potter and Mike Mousley presented the PC Connect transit update.

Resolution 2022-04-12-02

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT the delegation from Stephanie Potter and Michael Mousley regarding the PC Connect transit update be received.

CARRIED

5.2 Seebach & Company, Chartered Professional Accountants re: 2020 Draft Financial Statements

Paul Seebach presented the 2020 draft financial statements.

Resolution 2022-04-12-03

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT the presentation from Seebach & Company, Chartered Professionals Accountants regarding the 2020 draft financial statements be received.

CARRIED

6. ACCEPTANCE OF MINUTES

6.1 Strategic Priorities Committee - March 15, 2022

Resolution 2022-04-12-04

Moved By Councillor Edney

Seconded By Councillor Pridham

THAT the March 15, 2022 Strategic Priorities Committee meeting minutes be received by Council and signed and sealed by the Mayor and Clerk;
and

THAT minute items 4.1, 4.2 and 4.3 be raised for consideration.

CARRIED

6.1.1 Town of St. Marys Parking Study

Resolution 2022-04-12-05

Moved By Councillor Craigmile

Seconded By Councillor Luna

THAT Council adopt the following recommendation for the Town's parking strategy:

Remove the nursing home definition from the Zoning By-law and use long-term care home along with the recommended parking requirement.

CARRIED

Resolution 2022-04-12-06

Moved By Councillor Luna

Seconded By Councillor Edney

THAT staff present an updated parking rate for hospital's following consultation with St. Marys Memorial Hospital.

CARRIED

Resolution 2022-04-12-07

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT Staff be directed to proceed with the Parking Study implementation plan as amended.

CARRIED

6.1.2 Climate Change Action Plan - Draft Initiatives

Resolution 2022-04-12-08

Moved By Councillor Pridham
Seconded By Councillor Edney

THAT the Council endorse Draft #1 of the Climate Change Action Plan; and,

THAT Council direct Town Staff and the Green Committee to identify short-term, mid-term, and long-term initiatives to be incorporated into the Climate Change Action Plan for Council's approval.

CARRIED

6.1.3 Draft Tree Compensation By-Law

Resolution 2022-04-12-09

Moved By Councillor Pridham
Seconded By Councillor Craigmile

THAT Council consider by-law 37-2022, being a by-law to require compensation plantings for trees removed on various private properties.

CARRIED

6.2 Regular Council - March 22, 2022

Resolution 2022-04-12-10

Moved By Councillor Edney
Seconded By Councillor Winter

THAT the March 22, 2022 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

CARRIED

7. CORRESPONDENCE

7.1 St. Marys Kinsmen Club re: REVISED Summerfest 2022 Request

Resolution 2022-04-12-11

Moved By Councillor Craigmile
Seconded By Councillor Edney

THAT the correspondence from Kinsmen Club of St. Marys regarding a revision to the original dates of the 2022 Summerfest event be received; and

THAT Council declares Summerfest as an event of municipal significance in the Town of St. Marys from Thursday, July 21 to Saturday, July 23; and

THAT Council grant an exemption to the Noise By-law, under Section 6, to the applicant, Kinsmen Club of St. Marys at Milt Dunnell Park, for the purpose of Summerfest until the time of 1:00 am on July 22, 2022, 1:00 am on July 23, 2022 and to 1:00 am on July 24, 2022 subject to the condition of notifying all property owners within a 150m radius; and

THAT Council grant exclusive use of Milt Dunnell Park to the Kinsmen Club of St. Marys between Monday, July 18, 2022 and Monday, July 25, 2022 for the purpose of setting up, running and taking down for Summerfest with the exception of use of space for the St. Marys Farmers Market on Saturday July 23, 2022; and

THAT Council grant an exemption of the Parks By-law, under Section 1 (a), (b), (k), and (l) to the applicant, Kinsmen Club of St. Marys at Milt Dunnell Park between July 18, 2022 and July 25, 2022; and

THAT Council grant an exemption of the Traffic and Parking By-law, under Section 3.1.3 (q) and 3.1(6) to the applicant Kinsmen Club of St. Marys at Milt Dunnell Park between July 18, 2022 and July 25, 2022.

CARRIED

7.2 Operation Smile Canada re: June 19, The Longest Day of SMILES

Resolution 2022-04-12-12

Moved By Councillor Edney

Seconded By Councillor Pridham

THAT the correspondence from Operation Smile Canada regarding June 19, the longest day of SMILES, be received.

CARRIED

8. STAFF REPORTS

8.1 Administration

8.1.1 ADMIN 18-2022 Return to In-person Meeting Process

During debate for motion 2022-04-12-13, Mayor Strathdee ruled he would not permit an additional motion to be put on the floor until the current motion was either amended or decided upon.

Resolution 2022-04-12-13

Moved By Councillor Pridham
Seconded By Councillor Winter

THAT Council approve the option for members of Council's committees to return to in-person meeting attendance and that a hybrid model be offered.

CARRIED

Resolution 2022-04-12-14

Moved By Councillor Pridham
Seconded By Councillor Winter

THAT Council approves public access to Council and committee meetings through in-person attendance for those listed on the agenda, up to five (5) people.

DEFEATED

During debate for motion 2022-04-12-15, Mayor Strathdee ruled that the motion did not require a vote for reconsideration related to the decision of Council on February 22, 2022 for resolution 2022-02-22-03.

Resolution 2022-04-12-15

Moved By Councillor Luna
Seconded By Councillor Hainer

THAT Council impose the following restrictions be put into place for all Council and committee in-person meeting attendants:

- active screening
- masks be worn while rates of COVID transmission are high
- attest to being up to date on vaccination and feeling well at the time of meeting
- maintain physical distancing of 2m.

DEFEATED

Resolution 2022-04-12-16

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT ADMIN 18-2022 Return to In-person Meeting Process report be received; and

THAT Council approve the return to in-person meeting plans for committee members effective May 16, 2022 as outlined in report ADMIN 18-2022.

CARRIED

8.2 Building and Development Services

8.2.1 DEV 18-2022 - Part Lot Control Applications Registered Plan 44M-79, Thames Crest Farms Subdivision Blocks 51 and 53 – Teahen Construction Ltd.

Resolution 2022-04-12-17

Moved By Councillor Craigmile

Seconded By Councillor Winter

THAT DEV 18-2022 regarding the Applications for Part Lot Control for Blocks 51 and 53 of the Thames Crest Farms subdivision be received;

THAT Council consider By-law 32-2022 affecting Block 51, Registered Plan No. 44M-79 for a one-year period, ending April 12, 2023; and,

THAT Council consider By-law 33-2022 affecting Block 53, Registered Plan No. 44M-79 for a one-year period, ending April 12, 2023.

CARRIED

Council took a brief break at 7:51 pm.

Mayor Strathdee called the meeting back to order at 8:03 pm.

8.2.2 DEV 24-2022 Official Plan Review Project

Resolution 2022-04-12-18

Moved By Councillor Edney
Seconded By Councillor Luna

THAT DEV 24-2022 Official Plan Review Project be received;

THAT Council consider By-law 36-2022, being a by-law to adopt Official Plan Amendment No. 38; and,

THAT Official Plan Amendment No. 38 be submitted to the Ministry of Municipal Affairs and Housing for final approval.

CARRIED

8.3 Community Services

8.3.1 DCS 14-2022 RFT 19-2022 RTU-ACS1 HVAC Replacement

Resolution 2022-04-12-19

Moved By Councillor Craigmile
Seconded By Councillor Winter

THAT DCS 14-2022 RFT 19-2022 RTU-ACS1 HVAC REPLACEMENT report be received; and,

THAT the procurement for replacement of the HVAC unit be awarded to Black and McDonald Ltd. for the procured price of \$180,630.50, inclusive of all taxes and contingencies; and,

THAT Council consider By-Law 35-2022 and authorize the Mayor and the Clerk to sign the associated agreement.

CARRIED

8.4 Corporate Services

8.4.1 COR 16-2022 CBHFM Agreement Background

Resolution 2022-04-12-20

Moved By Councillor Edney
Seconded By Councillor Luna

THAT COR 16-2022 CBHFM Agreement Background report be received; and

THAT Council approves the funding request from CBHFM for up to \$30,000.

Councillor Craigmile moved an amendment to the main motion.

Resolution 2022-04-12-21

Moved By Councillor Craigmile

Seconded By No Seconder

THAT resolution 2022-04-12-20 be amended to remove "\$30,000" and to replace with "up to \$25,000 to install cameras".

FAILED

Councillor Pridham moved an amendment to the main motion.

Resolution 2022-04-12-22

Moved By Councillor Pridham

Seconded By Councillor Edney

THAT resolution 2022-04-12-20 be amended to add the following statement:

"**THAT** Council requests a future capital plan from the Canadian Baseball Hall of Fame and Museum."

CARRIED

Resolution 2022-04-12-20

Moved By Councillor Edney

Seconded By Councillor Luna

THAT COR 16-2022 CBHFM Agreement Background report be received; and

THAT Council approves the funding request from CBHFM for up to \$30,000; and

THAT Council requests a future capital plan from the Canadian Baseball Hall of Fame and Museum.

CARRIED

8.4.2 COR 17-2022 Enterprise Resource Planning Software RFP Award

Resolution 2022-04-12-23

Moved By Councillor Craigmile
Seconded By Councillor Edney

THAT COR 17-2022 Enterprise Resource Planning Software RFP Award report be received; and,

THAT the procurement for the Enterprise Resource Planning Software be awarded to MuniSight Ltd. for up to the procured price of \$279,844.50, inclusive of all taxes and contingencies; and,

THAT Council approve the Director of Corporate Services/Treasurer to negotiate and finalize the scope of the project; and,

THAT Council consider By-Law 38-2022 and authorize the Mayor and the Clerk to sign the associated agreement.

CARRIED

8.4.3 COR 18-2022 Provincial Gas Tax Agreement - 2022

Resolution 2022-04-12-24

Moved By Councillor Pridham
Seconded By Councillor Winter

THAT COR 18-2022 Provincial Gas Tax Agreement – 2022 report be received; and

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

THAT Council approve By-law 34-2022 authorizing the Mayor and the Clerk to execute the Letter of Agreement for Provincial Gas Tax Funds for Public Transportation Program.

CARRIED

8.4.4 COR 19-2022 Audited Financial Statements - 2020

Resolution 2022-04-12-25

Moved By Councillor Edney
Seconded By Councillor Pridham

THAT COR 19-2022 Audited Financial Statements – 2020 report be received; and

THAT the 2020 surplus of \$1,058,008 be transferred to the Working Capital Reserve; and

THAT the Audited Financial Statements for the Year Ended December 31, 2020 be received.

CARRIED

8.5 Fire and Emergency Services

8.5.1 FD 04-2022 Capital Project Pumper Apparatus Change Orders

Resolution 2022-04-12-26

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT FD 04-2022 Capital Project Pumper Apparatus Change Orders be received for information

CARRIED

8.6 Public Works

8.6.1 PW 26-2022 James Street Drainage Works Maintenance

Resolution 2022-04-12-27

Moved By Councillor Craigmile

Seconded By Councillor Luna

THAT report PW 26-2022, James Street Drainage Works Maintenance be received for information.

CARRIED

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

Resolution 2022-04-12-28

Moved By Councillor Edney

Seconded By Councillor Luna

THAT Committee and Board minutes listed under agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.16 be received; and,

THAT the verbal updates provided by Council representatives on those Committee and Board meetings be received.

CARRIED

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

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

9.1.4 Huron Perth Public Health - Coun. Luna

9.1.5 Spruce Lodge Board - Coun. Luna, Pridham

9.1.6 Upper Thames River Conservation Authority

9.2 Advisory and Ad-Hoc Committee Reports

9.2.1 Accessibility Advisory Committee - Coun. Hainer

9.2.2 Business Improvement Area - Coun. Winter

9.2.3 CBHFM - Coun. Edney

9.2.4 Committee of Adjustment

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

9.2.6 Green Committee - Coun. Pridham

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

Resolution 2022-04-12-29

Moved By Councillor Hainer

Seconded By Councillor Craigmile

THAT Council hold a statutory Public Meeting for the planning application for 752 Queen Street East on May 10, 2022 at 6:00 pm.

CARRIED

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 Minor Hockey Association Board - Coun. Craigmile

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

9.2.16 Youth Council - Coun. Edney

10. EMERGENT OR UNFINISHED BUSINESS

None.

11. NOTICES OF MOTION

None.

12. BY-LAWS

Resolution 2022-04-12-30

Moved By Councillor Edney

Seconded By Councillor Craigmile

THAT By-Laws 32-2022, 33-2022, 34-2022, 35-2022, 36-2022, 37-2022 and 38-2022 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

**12.1 By-Law 32-2022 Part Lot Control Exemption for Block 51 44M-79
(Teahen)**

**12.2 By-Law 33-2022 Part Lot Control Exemption for Block 53 44M-79
(Teahen)**

**12.3 By-Law 34-2022 Agreement with the Minister of Transportation for
the Province of Ontario for Dedicated Gas Tax Funds**

**12.4 By-Law 35-2022 Agreement with Black and McDonald Ltd. for HVAC
Replacement**

12.5 By-Law 36-2022 Official Plan Amendment No. 38

12.6 By-Law 37-2022 Tree Compensation

12.7 By-Law 38-2022 Agreement with MuniSight Ltd.

13. UPCOMING MEETINGS

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

Council took a brief break at 10:01 pm.

Mayor Strathdee called the meeting back to order at 10:04 pm.

14. CLOSED SESSION

Resolution 2022-04-12-31

Moved By Councillor Edney

Seconded By Councillor Luna

THAT Council move into a session that is closed to the public at 10:05 pm as authorized under the *Municipal Act*, Section 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

14.1 Minutes CLOSED SESSION

14.2 COR 15-2022 CONFIDENTIAL BIA Board Appointment of a New Treasurer

15. RISE AND REPORT

Resolution 2022-04-12-32

Moved By Councillor Pridham

Seconded By Councillor Edney

THAT Council rise from a closed session at 10:10 pm.

CARRIED

Mayor Strathdee reported that a closed session was held with one matter related to personal matters about an identifiable individual was discussed.

Council will now consider a resolution related to the matter.

15.1 Appointment to St. Marys Business Improvement Area

Resolution 2022-04-12-33

Moved By Councillor Winter

Seconded By Councillor Craigmile

THAT Council consider By-Law 39-2022, to appoint Megan Feeney as BIA Treasurer until November 14, 2022 being the end of term.

CARRIED

Resolution 2022-04-12-34

Moved By Councillor Pridham

Seconded By Councillor Edney

THAT By-Law 39-2022 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

16. CONFIRMATORY BY-LAW

Resolution 2022-04-12-35

Moved By Councillor Craigmile

Seconded By Councillor Luna

THAT By-Law 40-2022, being a by-law to confirm the proceedings of April 12, 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

17. ADJOURNMENT

Resolution 2022-04-12-36

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT this regular meeting of Council adjourns at 10:12 pm.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk



MINUTES
Strategic Priorities Committee

April 19, 2022

9:00 am

Town Hall, Council Chambers

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

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

Conference Line
Sarah Andrews, Library CEO
Grant Brouwer, Director of Building and Development
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
Lisa Lawrence, Director of Human Resources
André Morin, Director of Corporate Services / Treasurer
Ray Cousineau, Facilities Manager

1. CALL TO ORDER

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

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF THE AGENDA

Resolution 2022-04-19-01

Moved By: Councillor Pridham

Seconded By: Councillor Craigmile

THAT the April 19, 2022 Strategic Priorities Committee agenda be accepted as presented.

CARRIED

4. STRATEGIC PRIORITIES REVIEW

4.1 ADMIN 19-2022 Corporate Priorities Review

Brent Kittmer presented ADMIN 19-2022 report.

The Committee reviewed the priorities outlined within the report and as presented by the senior management team. The Committee provided feedback on the priorities, but no specific changes were suggested to the key priorities for the organization for 2022.

Resolution 2022-04-19-02

Moved By: Councillor Edney

Seconded By: Councillor Hainer

THAT ADMIN 19-2022 Corporate Priorities Review report be received;
and

THAT the Strategic Priorities Committee receives the 2022 Corporate Work Plan for information.

CARRIED

4.2 ADMIN 20-2022 Public Disclosure re 14 Church Street N and Next Steps for the Downtown Service Location Review Project

Brent Kittmer presented ADMIN 20-2022 report.

The Committee was of the consensus that the project delivery model should include a Steering Committee with public participants.

The Committee discussed the option between proceeding immediately with the interior demolition and structural works or holding off until the 2023 municipal budget is considered. The Committee was of the consensus that the work should proceed immediately.

Resolution 2022-04-19-03

Moved By: Councillor Luna

Seconded By: Councillor Hainer

THAT ADMIN 20-2022 Public Disclosure re 14 Church Street N and Next Steps for the Downtown Service Location Review Project be received; and

THAT the Strategic Priorities Committee recommends to Council:

THAT staff be directed to develop and report back with a draft terms of reference for a public led Steering Committee for the Downtown Service Location Review project; and

THAT the interior demolition and structural works for 14 Church Street North proceed immediately to be funded from the working capital reserve.

CARRIED

The Committee took a brief recess at 10:19 am.

Chair Strathdee called the meeting back to order at 10:29 am.

4.3 DEV 11-2022 Town Hall First Floor Renovation

Grant Brouwer and Ray Cousineau presented DEV 11-2022 report.

The Committee reviewed the options presented in the staff report and discussed the advantages and disadvantages of each.

Resolution 2022-04-19-04

Moved By: Councillor Pridham

Seconded By: Councillor Hainer

THAT DEV 11-2022 Town hall First Floor Renovation report be received; and

THAT the Strategic Priorities Committee recommends to Council:

THAT Council approves Design Concept #2 to proceed to detailed design; and

THAT Council create a Design Committee to oversee the design of Design Concept #2 “Remodel First Floor”; and

THAT Councillors Luna and Pridham be appointed to the Design Committee.

CARRIED

5. NEXT MEETING

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

6. ADJOURNMENT

Resolution 2022-04-19-05

Moved By: Councillor Hainer

Seconded By: Councillor Luna

THAT this meeting of the Strategic Priorities Committee adjourns at 11:02 am.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk

Good evening all!

On behalf of the St. Marys Ringette Association and our neighbouring communities, I want to thank you for your support over the 2021-2022 season. In spite of COVID challenges that saw a stoppage of practices and games in January, we were able to complete our season. The majority of our teams were actually able to get their full season in. This only happened because of the support from the PRC staff and the cooperation of other ice partners who were quick to share returned ice and availability for alternate booking.

As we begin to plan for the 2022-2023 season, Ringette Ontario has mandated a return to Spring Tryouts for all Provincial Teams in the age groups U14A through to U19AA. This decision was made with an equity lens in place. A well run athletic program will see all players peaking at the end of the season. Conducting Spring Tryouts for the upcoming season is a move to level the playing field. Tryouts in the fall place affluent players at an advantage over others who can not afford summer camps or shoulder ice. This also tends to advantage larger city players whose municipalities have ice year round. The Great Lakes Ringette League has decided that SMRA will run one of three U16A teams in the region. As such, we are expecting to draw players from Goderich, London, Dorchester, Mitchell and Kitchener/Waterloo in addition to the local players from St. Marys. I have booked ice at the PRC on Sunday, May 1, Sunday, May 8 and Saturday, May 14 for these tryouts.

I understand that the ice on the Blue Rink has been removed as a cost savings measure and that the ice on the Rock Rink will be maintained until the Lincolns are done their playoff run. I am hopeful that Town Council will extend the ice until the end of May 14 so that Ringette can honour our Tryout Ice times and location already shared. While this is an increased cost for the Town of St. Marys, I believe the last three weeks have seen private bookings in excess of 30 hours a week. Between the ice being used to run Shock Hockey, the ice being used to run SMRA Skills and Drills, the ice that Jared Frayne is using for Power Skating and the ice individual families are booking, I am confident that the collective will have no trouble in meeting the 30 hour a week minimum.

If cost is a significant consideration, I believe increasing the cost of shoulder ice is not unreasonable. At \$85 an hour, ice at the PRC is some of the most affordable in the region, especially when the superior quality of the ice is factored in. The demand for the ice from users outside of the local community is also high. As a preemptive measure, I reached out to other municipalities and they do not have ice availability in the same window of time for us to book. Your lower price, the limited availability of ice outside of St. Marys, and the near full booking of ice at the PRC through the month of April makes me think the demand is there for ice through to mid-May not only for SMRA to use but for others as well.

If conflict with spring sports is a consideration, I understand that neither the soccer pitches nor the baseball fields, especially in the lower areas of town, are dry enough yet for use. Should that change quickly, an extension of ice for only 2 weeks into May should not be at a significant detriment to those other sports.

Please continue to support the efforts of the St. Marys Ringette Association in their bid to provide competitive sport opportunities for players in their local communities by extending the ice on the Rock Rink through to end of day May 14, 2022.

Thank you for your time and consideration.

Lori Black
Ice Scheduler, on behalf of the St. Marys Ringette Association

To: Members of Council

This letter is merely a caution to the Members of Council in making any hard decisions on renovating the 1st floor of the Town Hall, including the Council Chambers.

The Staff Report supporting the renovation work contained three assumptions. The first assumption reads as follows:

1. Regardless of what happens during the “Downtown Service Location Review Project”, Council Chambers will not move from its current location. Staff feel this is a safe assumption given the already high interest and number of ideas that stakeholders have for the interior uses of the Mercury Theatre.

However, the Report on the Downtown Service Location Review Project indicates the final recommendations will cover how programs, services, and staff are deployed, and how spaces are used, at the Town Hall, the Mercury Theatre, the Library, and the Train Station.

It is not inconceivable that an option supported by the Town’s residents might be that of creating a Centre for the Arts, performing and/or otherwise, at the Town Hall. Many smaller communities have done very similar repurposing of their municipal buildings. And there is significant support for such a Centre found in the following statements from the Town’s Strategic Plan, as follows:

“Ultimately, the transition will be to transform St. Marys from a heritage to a cultural experience.”

“Promote local theatre and arts in the core by making an investment in space and programming”,

“Investigate opportunities to invest in space in the core to further promote and expand local arts, culture, and theatre.”

“Emphasize culture as a key economic driver for the community”

“Establish a partnership with the Stratford Festival and other local theatre entities and take a lead role in developing an increased theatre presence in the downtown core.”

To effectively create such a Centre, it may be appropriate to move the current occupants, and the Council Chambers, out of the Town Hall. If that were the case, any renovations undertaken ahead of time on the 1st floor, and the Council Chambers, would seem to be a waste of taxpayers’ money.

Although the above scenario may not happen, I still think it would be prudent for Council to postpone any decisions on renovating any part of Town Hall until the final recommendations from the Downtown Service Location Review Project are approved.

Respectfully submitted,

Henry Monteith, Widder Street East

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Administration

Date of Meeting: 26 April 2022

Subject: ADMIN 21-2022 April Monthly Report (Administration)

RECOMMENDATION

THAT ADMIN 21-2022 April Monthly Report (Administration) be received for information.

DEPARTMENTAL HIGHLIGHTS

COVID-19 Pandemic

- The Declaration of Emergency was terminated for the Town on April 4, 2022.
- The Town's Emergency Response to the pandemic has now ended, and all programs and services are operating at public health levels legislated by the Province.
- The Town's emergency management program will now shift into its annual maintenance model.

Strategic Planning and Projects

- 2022 Corporate Plan
 - Completed and reviewed by Council. Next step is to communicate to the organization during spring all staff meetings.
- Downtown Service Location Review
 - Currently working to draft the terms of reference of the project Steering Committee. To be presented to Strategic Priorities Committee May 17th.
 - Currently drafting the RFP to procure a consultant to facilitate and project manage the work of the Steering Committee.
 - Instructions provided to BM Ross and Associates to proceed to develop a scope of work for the interior demolition and structural repairs to 14 Church Street N.
- Community Developer Pilot Program
 - Meetings held with the City of Stratford Social Services and the United Way to review different models for delivering the community development program in St. Marys.
 - Draft job duties prepared and vetted with City staff.
 - Proposal to move this program forward to be presented to Council April 26.
- Community Transportation Project:
 - Ridership:
 - PC Connect has serviced a total of 5,435 rides to date;
 - Ridership in March increased across all 5 routes;
 - Free Ride Day (March 18) resulted in 61 rides across the service, nearly 3x the avg rides/day in February.

PC Connect 2020-2022 Ridership Report					
Month 2020-22	Route 1: KW to Listowel	Route 2: KW to St.Marys	Route 3: London to Stratford	Route A: Perth County North	Route B: Perth County South
16-30 November	9	37	N/A	20	19
December 2020	20	59	N/A	48	22
January 2021	4	13	6	43	10
February 2021	11	20	29	73	13
March 2021	11	57	59	158	23
April 2021	7	10	33	135	11
May 2021	6	39	36	62	20
June 2021	12	85	49	50	29
July 2021	46	108	91	80	29
August 2021	34	116	143	81	44
September 2021	91	119	144	87	118
October 2021	104	84	149	88	74
November 2021	141	102	142	122	62
December 2021	127	88	111	130	66
January 2022	62	53	59	83	48
February 2022	100	65	64	96	26
March 2022	141	109	107	102	51
TOTALS	927	1164	1221	1458	665

- App Update:
 - The team is currently undergoing testing on both the rider and driver applications
 - The app is expected to be ready for launch mid-May
 - An extensive marketing and educational campaign will take place both before & during launch.
- COVID-19 Update:
 - Capacity restrictions have been lifted from all PC Connect fleet, however mandatory mask mandates remain in place.
- Marketing & Outreach:
 - Employer outreach is ongoing; a number of PC Connect resources have been compiled for distribution, which include posters, brochures and complimentary free passes for employers to leverage for support with employee retention & acquisition
 - Marketing is ongoing through multiple channels such as radio, social media and print media.
 - The Community Transportation Survey will close on Friday, April 15. The data will be analyzed and leveraged to inform service enhancements and sustainability plans.
- MTO Reporting
 - MTO financial reports are due on April 31, and will include long-term budget projections for years 6 and 7
 - Reports can be shared with the PC Connect Project Staff upon completion

Land Sales

- 275 Victoria Street
 - No new update. Survey and other administrative work are on the go prior to the drafting of an agreement of purchase and sale.
- 20 Thames Road North
 - Request received from applicant to purchase a portion of Town owned lands adjacent to the western trailhead of the Grand Trunk Trail. Purpose of the land purchase is to improve truck movements on the site related to a proposed expansion of the facility at the site.
 - Request is being internally vetted, with a report to Council pending.
- 248 James Street North
 - Request received from property purchaser to purchase a portion of Town owned lands adjacent to the trail head of the Grand Trunk trail on James Street. Purpose of the purchase is to expand the current property footprint.
 - Request is being internally vetted.

Other

- Benefits Consortium
 - CAO sits on the Consortium Secretariat, which acts as the research and review committee for the membership.
 - After a 2-year hiatus this group has resumed meetings, with a focus on completing a review of the renewal term of the current benefits provider.
- Refreshment Vehicle By-Law
 - Per Council direction this by-law review will be resurrected, and lead by the CAO.
 - Currently compiling a report to summarize the 2016-2018 review process and the key aspects of the current draft of the by-law
 - Targeting May 17 or June 21 Strategic Priorities Committee meeting for Council review.

2. Clerks

Animal Control

- Social Media Campaign
 - As of March 31, 2022 the social media campaign promoting animal registration has ended. There were two winners, one internal and one external, that were announced from the contest.
 - During the campaign, there was 141 licenses purchased
- To date there has been a total of 321 licenses issued compared to a yearly total of 295 in 2021 recognizing a slight decrease of pets previously licensed due to no longer residing in St. Marys or death of the pet.

By-Law Enforcement

- Stratford Police Services have been issuing tickets regularly under By-law 58-2018, Traffic, Parking and Boulevard Maintenance related to 2:00am – 6:00am parking.
 - As of April 30th, the restriction for over-night on street parking ends for areas outside of the downtown core
 - To date, 172 tickets have been issued in 2022
- Park Patrol will commence in mid-May for the season. Staff will present the appointing by-law for the municipal law enforcement officers at the May 10 Council meeting.

- Stratford Police stats for March 2022:

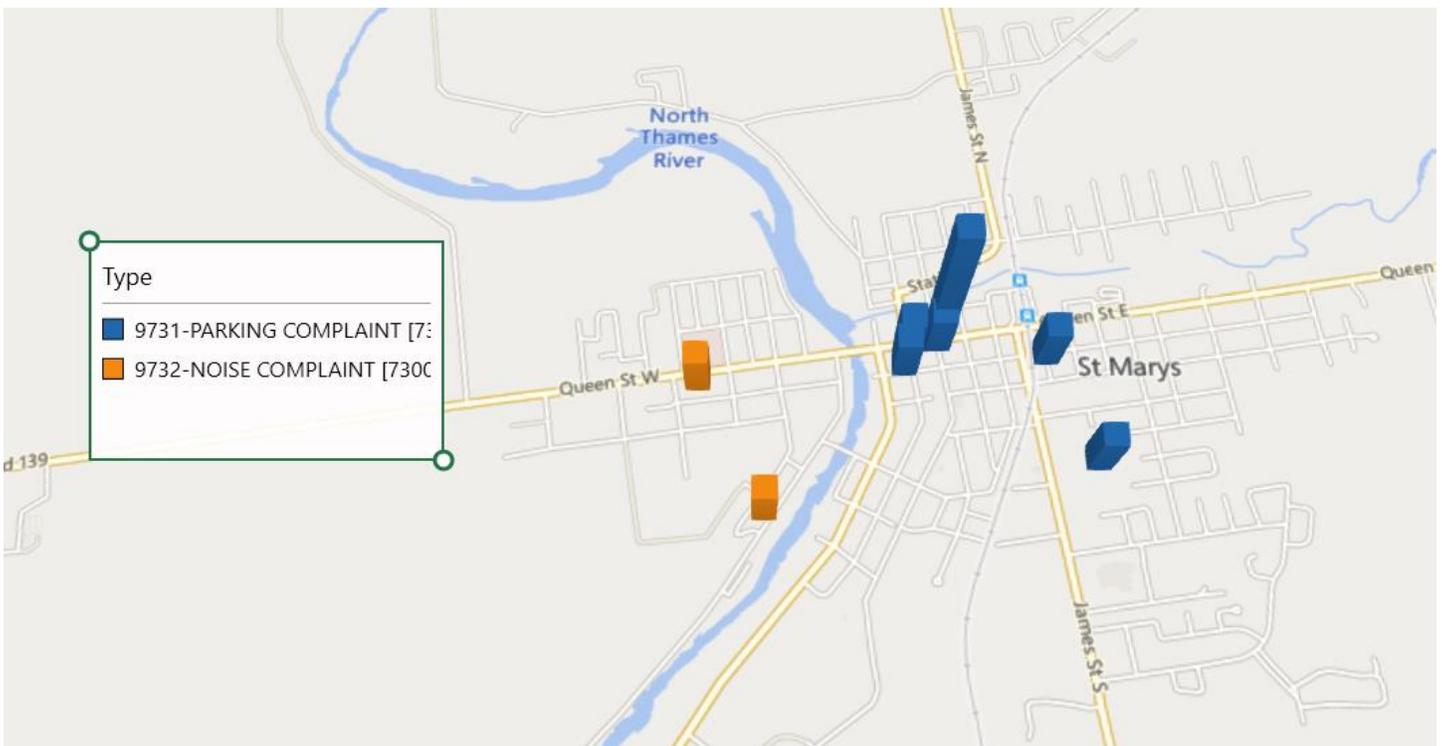
Table 1 - Total Complaints by Complaint Basis

Bylaws	Count
9731-PARKING COMPLAINT [7300.0090]	10
9732-NOISE COMPLAINT [7300.0030]	3
Grand Total	13

Table 2 – Total Complaints by Month

Bylaws	Count
Jan	12
Feb	12
Mar	13
Grand Total	37

Table 3 – Total Complaints by Location



Commissioner of Oaths

- Fee for service implemented
- Between March 15 and April 12, there have been 10 commissioning’s required.
- This tracks with similar results pre- fee implementation (2-3 per week).

Election 2022

- The Town has co-hosted two candidate information sessions to date. The first introduced the Ministry of Municipal Affairs and Housing while the second introduced retired city solicitor, Fred Dean. Both sessions were live-streamed and have since been uploaded to the Town’s YouTube channel.

- An RFP has been released seeking a successful proponent to provide vote tabulators for the 2022 municipal election. The procurement will close on May 4 and staff will conduct the necessary evaluation with award following shortly after.
- Staff are preparing nomination packages for candidates of the municipal election. Nomination period opens May 2 and staff are prepared to receive nomination papers at that date.
- Staff have received notifications from the applicable Returning Officers for each of the school board trustee elections. It is only the boundary of the French Catholic school board election that has changed for the 2022 election.

School Board Election	School Board	Returning Officer	Ward Boundary
English Public	Avon Maitland District School Board	Dan Hobson, Municipality of West Perth	West Perth, Perth South, St. Marys
English Separate	Huron Perth Catholic District School Board	Dan Hobson, Municipality of West Perth	West Perth, Perth South, St. Marys
French Public	Conseil scolaire Viamonde	Michael Schulthess, City of London	Waterloo, Wellington, Middlesex, Huron, Perth
French Catholic	Conseil scolaire catholique Providence	Amy Burkhart, City of Sarnia	Bruce, Grey, Huron, Lambton, Perth

Training

- Staff have recent attended virtual training opportunities through AMCTO specifically related to the clerks department roles and responsibilities.
- Staff have coordinated a training session offered by AMCTO that reviewed the legislative requirements of the *Municipal Freedom of Information and Protection of Privacy Act*. The training was offered to all departments that play a role in the collection of information.

SPENDING AND VARIANCE ANALYSIS

None

REVIEWED BY

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Brent Kittmer, Chief Administrative Officer

Date of Meeting: 26 April 2022

Subject: **ADMIN 22-2022 Community Developer Program Update**

PURPOSE

The purpose of this report is to provide Council with an update on options for continuing the Community Developer and Support Worker program. Council is asked to consider if they will approve this position being internalized within the Town for an initial period of a one-year contract.

RECOMMENDATION

THAT ADMIN 22-2022 Community Developer Program Update be received; and

THAT Council approves staff to create a one-year contract Community Developer and Support Worker position, with future extensions to be considered as a part of the 2023 operating budget deliberations; and

THAT Council consider By-law 44-2022, being a by-law authorizing the Mayor and the Clerk to sign a supported partner agreement with the United Way Perth Huron for the Community Developer and Support Worker program.

BACKGROUND

Throughout 2020, an ad-hoc committee of Council worked with representatives from the United Way Perth Huron and the City of Stratford's Social Services department to explore social issues that exist in St. Marys, and to develop proposed supports to assist members of our public who are in need.

On October 20, 2020 Council approved a proposal from the sub-committee that saw a partnership with the United Way that would fund Family Services Perth Huron (the "FSPH") to hire a social worker who would serve as a Community Developer and Support Worker in St. Marys. Overall, the vision for the position was to support the community as described below:

- Conducts client interviews and meetings with members of the community at large (onsite in office, or in a community setting)
- Conducts regular visits to Community Housing located within the Town of St. Marys.
- Completes initial client assessment, determines what supports may be required to create a sense of wellbeing, and facilitates referrals and connection to the appropriate service provider.
- Uses strong communication skills to support clients through sensitive issues (i.e. life skills, mental health, homelessness, addictions, legal matters, etc.)
- Delivers individual or group life stability programs or services, including coordination and facilitation of circles of support with other helping professionals to ensure clients are adequately and appropriately served.

- Attends community and stakeholder meetings and other inter-professional care-coordination meetings as required.
- Co-ordinates and delivers community education and outreach to build knowledge regarding social issues and supports that exist in the community. This includes neighbourhood mediation.
- Participates in the Town of St. Marys internal Wellness Committee meetings. Provides feedback to the Town of St. Marys regarding social trends observed and makes recommendations on how to eliminate barriers to service and makes recommendations regarding program development, implementation and evaluation.
- Acts as a resource to other internal Town staff to create an understanding and awareness of social services and programs that exist in the community.
- Monitors, tracks and reports on key outcomes and performance indicators (qualitative and quantitative) to program evaluation. Prepares regular reports for submission to St. Marys Town Council.

On February 9, 2021 Council approved a Memorandum of Understanding to partner with the United Way Perth Huron, the City of Stratford, and FSPH for a one-year pilot to hire a Community Developer and Support Worker position for St. Marys. FSPH was the employer of this position, and as Council is aware Cody Cunningham filled the position until the one-year pilot ended on March 8, 2022. After the contract end date, FSPH provided notice to the funding partners that they were no longer able to support the position as an employer but will maintain their role as an agency for referrals.

REPORT

Since the end of the contract with FSPH, the Community Developer and Support Worker position has remained vacant. The funding partners (UWPH, City of Stratford, Town of St. Marys) have met and all agreed they remain committed to this program and have confirmed that funding remains available.

After reviewing options on how to fill the current vacancy, the recommendation from the funding partners is for the Town to internalize this position and hire a one-year contract to fulfill the Community Developer and Support Worker role. An option to partner with another social services agency was considered, but it was identified that all agencies are having recruitment challenges similar to FSPH.

Functionally, the Town does not necessarily have direct experience with management and oversight of social workers and the complex issues they deal with. This was flagged, and both UWPH and the City of Stratford have agreed to support the Community Developer and Support Worker for day-to-day issues.

If Council agrees to move forward with the Community Developer and Support Worker program as recommended, a Supported Partner Agreement is required to receive the \$30,000 funding allocation from the UWPH. That agreement is attached to this report for reference.

FINANCIAL IMPLICATIONS

A total budget of \$90,000 has been allocated to this program. The Town has included \$30,000 in the 2022 operating budget to fund its portion of the Community Developer and Support Worker. Both the City of Stratford and UWPH have confirmed their \$30,000 allocations. In addition, the UWPH has assisted the Town in submitting a grant application to their organization for multi-year funding.

SUMMARY

Staff are recommending that the Town move forward and internalize the Community Developer and Support Worker program for a minimum of a one-year contract. Although impacted by COVID-19, the pilot program with FSPH was successful, and positive feedback has been received from clients who

received services and other community organizations that dealt with the Community Developer and Support Worker. Overall, there appears to be a demonstrated need for this position in the community.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #2 Balanced Growth
 - Strategy: Scale-based demographic growth & targeted immigration
 - Tactic(s): Identify what infrastructure needs should be in place to attract and retain residents (e.g. housing that's affordable, public services, etc.)

OTHERS CONSULTED

Kim McElroy, Director of Social Services, City of Stratford

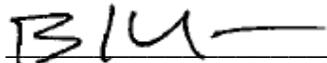
Ryan Erb, Executive Director, United Way Perth Huron

ATTACHMENTS

1. UWPH Confirmation of Impact Funding
2. UWPH Supported Partner Agreement

REVIEWED BY

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



March 10, 2022

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

Dear Brent,

RE: 2022-2023 Impact Funding for the St. Marys Community Developer and Support Worker position & Important UWPH Updates

We are pleased to inform you that the 2022-2023 allocation will for the St. Marys Community Developer and Support Worker position will be \$30,000.

Supported Partner Agreement

Last year the pilot for this work occurred with Family Services Perth-Huron (FSPH) as the organization employing the worker. Due to unforeseen circumstances, FSPH is no longer able to employ a worker. As a result, the Town of St. Marys has decided to take on this work. Therefore, UWPH funding for this work will be provided to the Town of St. Marys. Terms and conditions of the funding are outlined in the UWPH Supported Partner Funding Agreement. Please sign the Agreement and return mpartridge@perthhuron.unitedway.ca by April 30, 2022.

2022-2023 Allocation Payments

This year we will begin issuing allocation payments via Electronic Funds Transfer (EFT). This will help you to receive your payments quicker and easier. In order to issue your first quarter allocation payment (mid-April), we need you to complete the EFT form (provided) and email it directly to Jeanine Clarke (Director Operations) at jclarke@perthhuron.unitedway.ca.

Payment requirements and schedule can be found in [Appendix A](#).

2022-2023 Reporting

Please note that reminders for required reporting will come from the online funding application system (Foundant). Emails will come from Administrator administrator@grantinterface.com. If you have any

questions about your report, please contact Megan Partridge (Director Governance & Community Impact) at 519-271-7730 ext. 225 or mpartridge@perthhuron.unitedway.ca.

On behalf of the United Way Perth-Huron Board and Community Impact & Allocations Committee, we thank you for the important service you provide to our community.

Sincerely,



Ryan Erb
Executive Director



Tracy Allan-Koester
CIAC Chair

Appendix A

Payment Type	Payment Amount	Payment Date	Payment Requirements*
1 st Quarter	25%	April 2022	Submission of signed Supported Partner Agreement.
2 nd Quarter	25%	July 2022	Payment will be released upon submission and approval of as interim report, including up-to-date use of UWPH funding.
3 rd Quarter	25%	October 2022	
4 th Quarter (minus holdback)	15%	January 2023	
Holdback	10%	July 2023	The 10% holdback will be released after CIAC and Board approval of the Final Report (due April 30, 2023), detailing activities and outcomes of the initiative.



**United Way
Perth-Huron**

Supported Partner Agreement

This agreement is effective April 27, 2022 between:

United Way of Perth-Huron

32 Erie Street
Stratford, ON N5A 2M4
Reg. #: 119278414RR0001

(Hereafter called "United Way Perth-Huron")

The Town of St. Marys

175 Queen Street East, P.O Box 998
St. Marys, ON N4X 1B6
Reg. #: N/A – Qualified Donee per CRA

(Hereafter called "Supported Partner")

Funding Details

By this Contract, the United Way Perth-Huron and the Supported Partner wish to set out the terms and their respective obligations to each other for the funding term commencing on April 27, 2022 and ending on March 31, 2023.

In consideration of the sum of **\$30,000 for the St. Marys Community Developer and Support Worker position** (as further outlined in the attached cover letter) and in consideration of the mutual promises contained herein the parties each agree with the terms and obligations as set in this contract. This funding is provided on a 'funding for results' basis and therefore funding must be used for the costs of the program(s)/service(s) for which it was applied and approved by United Way Perth-Huron.

This agreement may be cancelled by either party upon provision of at least sixty (60) days written notice (subject to conditions outlined the Allocations Manual).

Funding Commitment

United Way Perth-Huron and the Supported Partner do mutually agree to respect the diversity and autonomy of both organizations to determine and administer their own policies. Both have the mutual responsibility to account to one another and to the donors for the effective use of funds. United Way Perth-Huron fulfills its responsibility through fundraising, the community impact and allocations process and Supported Partner support. The Supported Partner fulfills its responsibility through its program(s) and/or service(s) in the community.

United Way Perth-Huron agrees to the following terms and obligations:

1. To conduct a comprehensive campaign for funds in order to provide for the needs of the community as determined by the UWPH and in consultation with the community.
2. To publicly promote the identity and accomplishments of Supported Partners in their efforts to deliver community program(s)/service(s) and to recognize the Supported Partner as assisted by UWPH.
3. To provide Supported Partners access to a detailed annual report of its results, including fundraising and

subsequent allocations via an audited financial statement (through UWPH's Website: www.perthhuron.unitedway.ca).

4. To provide the Supported Partner with the funding amount and term based on a specific dollar amount as determined by UWPH. The funding over this term is subject to UWPH campaign results and pledge loss, as well as Supported Partner compliance with the UWPH Agreement and Policies. Therefore, funding amounts may be reduced if there is a significant reduction in the amount of total donations received.
5. To provide additional training, services and assistance to Supported Partners as deemed appropriate by UWPH.

The Supported Partner agrees to the following terms and obligations:

1. To provide the community program(s)/service(s) as funded by United Way of Perth-Huron (UWPH).
2. To utilize UWPH funds on the basis invested, in good faith and in good conscience.
3. To utilize UWPH funds in accordance with current legislation and government regulations (ex. Charities Accounting Act, Advocacy Policy, Governance, etc.).
4. To comply with the terms, rules and regulations outlined in the UWPH Community Impact & Allocations Manual, and to respect practices and procedures of UWPH, as amended from time-to-time. This Supported Partner hereby acknowledges access to a copy of the Community Impact & Allocations Manual, through UWPH's website (www.perthhuron.unitedway.ca).
5. To provide written notification for review by CIAC in advance of a proposed material change to any program(s)/service(s) supported by UWPH (refer to the UWPH Community Impact & Allocations Manual, Supported Partner Business Practices and General Requirements for further details).
6. To be supportive of the UWPH philosophy and policies.
7. To make available volunteer and professional leadership and be actively involved in the campaign.
8. To adhere to the communication restriction between the Supported Partner and a UWPH major gift donor (when the Supported Partner is being sponsored by a UWPH major gift donor).
9. To attend/participate in the mandatory twice yearly UWPH Supported Partner meetings (New Initiative SP's are exempt from this requirement).
10. To refrain from direct mail campaigns to donors during the active campaign period from 01 September to 30 November annually.
11. To publicly recognize UWPH's financial support of the Supported Partner and to include references to UWPH on all promotional materials, including: annual reports, newsletters, letterhead, brochures, audio-visual presentations, advertisements in newspapers, radio and other social media, mall displays, etc. In addition, the UWPH Logo must be prominently displayed at the Supported Partner's building/office, where possible. These measures will strengthen public identification of UWPH and the Supported Partner on a year round basis, thereby increasing the potential financial support of both organizations.
12. To use the most current UWPH logo on all promotional materials, as provided by UWPH.
13. To maintain complete and accurate program(s)/service(s) and agency financial records.

- Financial statements must show UWPH grant income separately from other income.
- Supported Partners are required to provide UWPH with their most recent Audited financial statements no more than 5 months after their fiscal year end.

Exceptions to providing Audited Financial Statements:

- A Supported Partner may apply in writing to UWPH to request exemption from the requirement for submission of an audited financial statement if:
 - i. The Supported Partner is requesting under \$10,000 in annual allocations from United Way Perth-Huron or
 - ii. If the Supported Partner has an annual operating budget of less than \$100,000.

If the exemption is approved, the Supported Partner shall be allowed to submit unaudited financial statements, including a Balance Sheet (with previous year comparison) and a Statement of Operating Income and Expenditure (with previous year comparison). Such unaudited financial statements must have been approved by the Board of Directors of the Supported Partner, prior to submission.

- A Supported Partner that is a Registered Municipality is exempt from providing Audited Financial Statements, based on the significant public accountability already required for municipalities.

Municipalities that are a Supported Partner must:

1. Provide confirmation from the Chief Financial Officer (CFO) that:
 - i. UWPH funding was used to provide the service/program as funded by UWPH (per the Supported Partner Funding Agreement);
 - ii. The most recent Audited Financial Statement for the municipality had a clean audit report; and,
 - iii. UWPH will be informed throughout the year if there are any significant financial issues at the municipality, or with the UWPH funded program, that may put the UWPH funded program at risk.
2. Provide a profit and loss statement (with previous year comparison when available) for the particular program/service being funded by UWPH.
 - i. When possible, UWPH will use the program/service budget vs. actuals (for the past two years) submitted by the Supported Partner in the annual progress report. In this circumstance, an additional profit and loss statement would normally not be requested from the Supported Partner.

- For those Supported Partners where annual UWPH funding represents less than 5% of their annual revenues:
 - i. A profit and loss statement (with previous year comparison when available) for the particular program/service being funded by UWPH is to be provided concurrently with the Audited Financial Statements.

When possible, UWPH will use the program/service budget vs. actuals (for the past two years) submitted by the Supported Partner in the annual progress report. In this circumstance, an additional profit and loss statement would normally not be requested from the Supported Partner.

14. To file all reports as requested by UWPH, strictly adhering to all timeframes and deadlines. This includes, but is not limited to, the following required submissions:

Required Submission	Due Date
Signed Funding Agreement	April 1, 2022
Annual Progress Report, including: <ol style="list-style-type: none"> a) Updated program financials (actuals vs. budget from application) b) Updated (un)audited financial statements for the organization (within 5 months of fiscal year end) 	April 30, 2023

15. When possible, the Supported Partner will collaborate with other Supported Partners and community agencies to prevent/reduce duplication of services, streamline services, and make the best use of public funds.
16. To return any unused annual funds to UWPH by April 30, 2023, as referenced in the Community Impact & Allocations Manual.
17. To participate in research, surveys and other community partnership initiatives undertaken by UWPH.
18. To invite UWPH to the Supported Partner's Annual General Meeting.
19. To submit the Annual Report to UWPH.
20. Both during and following the funding period, the Supported Partner indemnifies and saves the UWPH, its directors, officers, employees and representatives harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to the relationship between the Supported Partner and UWPH, or by any wilful or negligent act, omission or delay on the part of the Supported Partner or its employees, agents or third parties, and participating employers or program/service participants, if any, in connection with anything purported to be or required to be provided by or done by the Supported Partner pursuant to the Supported Partner Funding Agreement or done otherwise in connection with the implementation of the program/service. UWPH is not liable for any actions and/or decisions made by the Supported Partner, including its Board of Directors and/or staff.

Contract Agreement

This contract has been read and approved by the governing body of the **Supported Partner**.

This contract has been accepted by:

Executive Director (or equivalent)

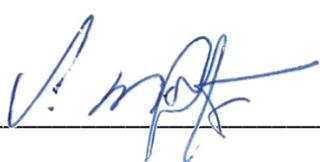
Signature: _____

Name: _____

Date: _____

This contract has been read by the governing body of **United Way Perth-Huron** and approved by:

Board President/Chair

Signature:  _____

Name: Susan Moffat _____

Executive Director (or equivalent)

Signature:  _____

Name: Ryan Erb _____

Date: <u>April 27, 2022</u>	Date: <u>April 27, 2022</u>
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FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jenna McCartney, Clerk

Date of Meeting: 12 April 2022

Subject: **ADMIN 23-2022 Vote Counting Equipment and Alternative Voting Methods**

PURPOSE

To provide information to Council on vote counting equipment and alternative voting methods, and to seek approval to implement the use of optical scan vote tabulators in the 2022 municipal and school board election.

RECOMMENDATION

THAT ADMIN 23-2022 Vote Counting Equipment and Alternative Voting Methods report be received; and

THAT Council consider By-Law 43-2022, approving the use of optical scan vote tabulators in the 2022 municipal and school board election in the Town of St. Marys.

BACKGROUND

The next regular municipal election will take place on Monday October 24, 2022. The *Municipal Elections Act*, 1996, S.O. 1996, c. 32 regulates the conduct of municipal and school board elections in Ontario. In addition to providing regulation of candidates and electors, the *Act* also sets out roles for municipal Clerks and Councils.

Municipal Clerks must ensure that elections are conducted that adhere to the following principles:

- the secrecy and confidentiality of the voting process;
- the election shall be fair and non-biased;
- the election shall be accessible to the voters;
- the integrity of the process shall be maintained throughout the election;
- there is to be certainty that the results of the election reflect the votes cast;
- voters and candidates shall be treated fairly and consistently; and
- that proper majority vote governs by ensuring that valid votes be counted and invalid votes be rejected so far as reasonably possible

Pursuant to Section 42 (1) of the *Municipal Elections Act*, the Council of a local municipality may pass a by-law authorizing the method of voting and the use of vote-counting equipment and for electors to use an alternative voting method. The by-law must be passed on or before May 1st in the year of the election.

During the 2014 and 2018 elections, the Town of St. Marys used the following types of voting technology:

- Optical Scan Vote Tabulators
- Voter List Management Software

REPORT

Optical Scan Vote Tabulator

In addition to posting the results for the municipal election, the Clerk is responsible for forwarding the results of the four school board trustee elections (English – public, English – separate, French – public, and French – separate) to the applicable municipalities for tallying.

Since 2014, the Town of St. Marys has utilized optical scan vote tabulators to tabulate the votes cast by electors. Once the voter marks the ballot with their choice for municipal and school board nominees, the voter proceeds to the optical scan vote tabulator and inserts the ballot into a secrecy envelope. The Election Official assists with placing the secrecy envelope in front of the tabulator which in turn pulls the ballot from the envelope, scans the marks, and casts the ballot in the secured system. The votes are stored in the system until the close of the election as which time the Clerk prints the results of the election.

The election closes at 8:00 pm on the fourth Monday in October in the election year, and by utilizing the technology of the optical scan vote tabulator, the results of the election are available within minutes. In the past two municipal elections, results have not been posted for approximately 30 minutes following the close of the polls due to the manual reconciliation of closing a polling station including counting unused ballots and balancing against those cast. If it were not for the manual reconciliation process, the results would be posted within moments of the close of the election.

Without the benefit of the optimal scan vote tabulator, election officials would implement a process of counting all ballots, those received at advance polls, special voting places (nursing homes) and on election day following the close of the polls, and not a moment before. With 5,476 registered voters for the 2018 election, that provided the possibility of election officials having to count 5,476 ballots and ensuring the reconciliation process provided positive results before posting the election results. This can be very time consuming. The potential for human error is substantial when implementing such a process. By utilizing the optimal scan vote tabulator, the opportunity for human error is significantly reduced.

Staff have released a procurement document seeking proposals from qualified vendors that provide optimal scan vote tabulators and included the service of ballot creation and printing. The benefit to including the service of ballot creation and printing with the procurement of the tabulators is that it reduces the number of vendors involved in the timeline to finalizing ballots, running logic and accuracy testing, and then executing the voting day(s).

As the budget for 2022 election is set at \$40,000 and the anticipated cost for optical scan vote tabulators is under \$15,000, the Procurement By-law provides that the director of the department may authorize the procurement. Therefore, if Council approves the use of optical scan vote tabulators by by-law as a result of this report, staff will not report back to Council on the procurement process.

Alternative Voting Method

There have been alternative voting methods emerge over recent years to include vote by mail, vote by telephone and internet voting. There are benefits to implementing the alternative methods for an election, not the least of which is to improve the voter's access to the process. There is an assumption that alternative voting methods like online, or offering in-person and online options, will result in an increase in voter turn out. Based on staff's research these approaches have not been shown to increase voter turnout. Research shows that those who plan to vote will regardless of the method, and those who do not plan to vote typically will not be enticed by a new method. In addition, the costs are approximately double when compared to either of the two recommended options above.

In past elections, the Town has maintained the traditional voting method of in-person, vote by ballot. It is the Clerk's recommendation that the Town of St. Marys maintains the traditional in-person, vote by ballot while monitoring the progress of other Ontario municipalities who have implemented alternative methods.

Staff will monitor the effect of alternative voting methods on voter turn out in those municipalities who choose a non-traditional method. Staff will then provide an in-depth report to Council well in advance of the 2026 municipal election that weighs the risks and benefits of implementing alternative voting methods.

FINANCIAL IMPLICATIONS

The 2022 municipal budget includes \$40,000 for the 2022 election. Within, staff have designated \$15,000 for vote counting equipment. So Council has a basis of comparison, the costs of previous elections are shown below:

Costs of Previous Elections

*Costs provided below for 2006, 2010 and 2014 have been reported to previous terms of Council and have not been verified at this time.

2006 Election - \$18,373.19 - \$22,873.19 with included staff time (\$4.57 per elector)

- Advertising – \$948.88 (8%)
- Labour (32 Staff) - \$7,425 (62.5%)
- Supplies - \$3,499.31 (29.5%)
- Administrative/IT Support – \$6,500 to \$11,000 (estimated)

2010 Election - \$17,820.96 - \$22,320.96 with included staff time (\$4.46 per elector)

- Advertising – \$1,943.31 (17%)
- Labour (30 Staff) - \$6,485.49 (57%)
- Supplies - \$2,892.16 (25%)
- Administrative/IT Support – \$6,500 to \$11,000 (estimated)

2014 Election - \$30,200 - \$32,200 with included staff time (\$6.44 per elector)

Optical scan vote tabulators and the voter's list management software both base their costs on the size of the population of electors. Based on 5,000 electors, the total 2014 election costs were:

- Advertising - \$2,605.00
- Labour (Poll Clerk/Deputy Returning Officers) – \$7,414
- Optical scan vote tabulators (equipment, software, professional services) - \$11,950.00
- Electronic Voter List Management - \$3,500
- Supplies – \$1,523.00
- Administrative - \$4,296

2018 Election - \$43,724 with included staff time (\$7.98 per elector)

- Number of electors 5,476
- Advertising \$1,108.00
- Labour (internal and external) \$13,223.00
- Optical scan vote tabulators (equipment, software, pro. services, ballots) \$15,578.00
- Candidate information session - \$2,000.00
- Website - \$500.00
- Electronic voter list management - \$8,900.00
- Supplies - \$2,415.00

SUMMARY

This report contains information on vote counting equipment and a basic summary of alternative voting methods that may be utilized in conducting the 2022 municipal elections.

Based on past experience within the Town during elections, it is staff's recommendation that Council approve the use of optical scan vote tabulating equipment and maintain the use of in-person, vote by ballot method.

STRATEGIC PLAN

Not applicable to this report.

OTHERS CONSULTED

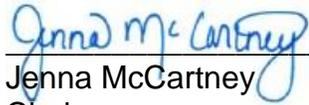
None.

ATTACHMENTS

None

REVIEWED BY

Recommended by the Department



Jenna McCartney
Clerk

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



MONTHLY REPORT

To:	Mayor Strathdee and Members of Council
From:	Building and Development
Date of Meeting:	26 April 2022
Subject:	DEV 21-2022 April Monthly Report (Building and Development)

RECOMMENDATION

THAT DEV 21-2022 April Monthly Report (Building & Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Building

- Please see Attachment B – Building Statistics

Planning – Applications

Miscellaneous	
Pre-Consultation for Planning Applications	<ul style="list-style-type: none"> • Three (3) pre-consultation meetings held between March 9, 2022, and April 14, 2022. • To date the Department has facilitated ten (10) pre-consultation processes in 2022, whereas in 2021 the Department had facilitated five (5) by this time.
Zoning Compliance Letters	<ul style="list-style-type: none"> • One (1) Zoning and Compliances letters issued between March 9, 2022, and April 14, 2022.
Minor Variances	
279 Elizabeth Street (A05-2021)	<ul style="list-style-type: none"> • Application deemed complete • Committee of Adjustment meeting on April 6, 2022 • Notice of Decision issued, appeal period ends on April 26, 2022.
143 St. Andrew Street North (A01-2022)	<ul style="list-style-type: none"> • Application deemed complete • Committee of Adjustment meeting on April 6, 2022 • Notice of Decision issued, appeal period ends on April 26, 2022.

Severances	
323 Elgin Street West and 331 Elgin Street West (B01-2022)	<ul style="list-style-type: none"> • Application deemed complete • Committee of Adjustment meeting on April 20, 2022
Official Plan (OPA) and Zoning By-law (ZBLA) Amendments	
752 Queen Street East (Z05-2021)	<ul style="list-style-type: none"> • Planning Advisory Committee (PAC) on April 4, 2022 • PAC endorsed the Application in principle • Statutory Public Meeting scheduled for May 10, 2022
178 Queen Street West (Z0X-2022)	<ul style="list-style-type: none"> • Application received on January 7, 2022 • Working with Applicant to bring the Application to completeness.
478 Water Street South (Z02-2022)	<ul style="list-style-type: none"> • Planning Advisory Committee (PAC) scheduled for May 2, 2022
Site Plan Agreement	
665 James Street North (Apartment Building)	<ul style="list-style-type: none"> • Application for Site Plan Agreement received on September 21, 2021. • Town Staff distributed comments to the Applicant on October 13, 2021.
925 Queen Street East (Storage Building)	<ul style="list-style-type: none"> • Application for Site Plan Agreement received. • Comments returned to the Applicant the week of February 14, 2022.
769 Queen Street East (Warehouse)	<ul style="list-style-type: none"> • Application received on March 24, 2022 • Application deemed complete • Site Plan Agreement to be brought forward to Council in May 2022
Subdivision Agreements	
187 Wellington Street North	<ul style="list-style-type: none"> • “-H” Symbol removed. • Drafting of final Subdivision Agreement • Working with the Applicant to complete all conditions of the Draft Plan. • The land value for park land dedication is being peer reviewed by a third party.
Community Improvement Plan (CIP)	
Pre-Consultations	<ul style="list-style-type: none"> • Three (3) pre-consultation meetings held between March 9 and April 14, 2022. • Two (2) pre-consultation requests received the week of April 10. Request to be processed by staff.
Submission Checklists Issued:	<ul style="list-style-type: none"> • King Street (Eligible for Building and Site Improvement Grant, and Design and Study Grant)

	<ul style="list-style-type: none"> • Queen Street East (Eligible for Sidewalk and Outdoor Patio Grant, ineligible for Façade and Signage Improvement Grant, Building and Site Improvement Grant, Planning Application and Building Permit Fee Rebate Grant) • Queen Street East (Façade and Signage Improvement Grant) • Queen Street East (Sidewalk Café and Outdoor Patio Grant) • Queen Street East (Façade and Signage Improvement Grant) • Water St S (Building and Site Improvement Grant, Sidewalk Café and Outdoor Patio Grant)
47 Water Street South	<ul style="list-style-type: none"> • Grant request approved for (a) Building and Site Improvement Grant, (b) Commercial Conversion and Expansion Grant and (c) Design and Study Grant

Planning – Strategic Projects

- Official Plan
 - Official Plan presented to Council for approval on Tuesday April 12, 2022.
 - Official Plan has been forward to the Province for final approval.
 - Staff is preparing the notice and package to go to the Province for review. There is no appeal period related to the Town's adoption; the appeal period will follow Provincial approval.
- Parking Study
 - Town Staff to confirm parking rate for hospitals.
 - Town Staff to create an implementation plan for the study recommendations
- Affordable Housing Strategies
 - Department currently conducting a robust consultation process with relevant stakeholders to inform and develop a path forward regarding implementation.
 - Stakeholders include: CMHC, Stratford Social Housing, Tiny House Developers, Tiny House Experts, Affordable Housing Expert, and the United Way Perth Huron.
 - Department conducted individual meetings with Council.
 - Report to Council scheduled for SPC in May
- Property File Digitization Project
 - Two (2) File Clerks have started currently undergoing onboarding and job training while also finalizing processes
 - Standard Operating Procedures have been created to guide the project. Updates will be provided to Council each month regarding the status of the project.
- Tree Replacement By-law
 - Enacted by Council April 12.
- Community Improvement Plan – Promotional Campaign
 - Communications Campaign has started.
 - There is an uptick in interest in the program. To date the Façade and Signage Improvement Grant and Building and Site Improvement Grant are most popular.
 - Staff anticipate formal applications to be received in mid to late April.
 - During pre-consultation meetings Applicants are reminded of the various grant programs that are available to them. There is some interest in the Accessory Dwelling Unit Grant Program.

Facilities – Operational

- Town Hall– Elevator issue on March 29th. Delta Elevator was in and shut down the elevator for routine maintenance. The control board lost the programming for the elevator and the elevator has been shut down since. Awaiting Delta Elevator to complete repairs. Elevator is out of service until repairs completed
- Town Hall – a Designated Substance Survey was completed at Town Hall. Report has been delivered by JFM and is being approved by staff. Awaiting scheduling of remediation
- Mercury Theater – installation of temporary electrical services underway. Awaiting hook up by Festival Hydro
- Mercury Theater – Hudson Lock has changed out the lock cylinders to the Town key system.
- Mercury Theater – opaque visual screening has been installed as per the Town’s property standard bylaw.
- Museum – the drain line from the Museum to the road developed a blockage. Public Works and OCWA coordinated the repair of the drain line on March 25
- Museum – Technology Room floor. Acquiring pricing.
- MOC – Men’s changeroom painting, acquiring pricing.
- St. Maria Pumphouse Exterior painting - acquiring pricing.
- Museum Roof leak – water was dripping in entrance way. Checked flat roof for damage. None noticed. Caulked flashing joints and will monitor.
- Town Hall – Church Street Stair repairs to take place week of April 18th.
- Town Hall – week of April 18th. Roof Tile Management will be onsite to repoint the stonework outside the second-floor window (Church St N side)
- Lawn Bowling - OCWA will be turning the water on to the building on April 14. Cubberley will be opening the building on April 19. The buildings will be open for the season on April 22
- Kin Pavilion - OCWA will be turning the water on to the building on April 14. Cubberley will be opening the building on April 19. The buildings will be open for the season on April 22
- Teddy’s Field - OCWA will be turning the water on to the building on April 14. Cubberley will be opening the building on April 19. The buildings will be open for the season on April 22

Facilities – Capital

- MOC – MOC Window replacement, RFQ posted, site tours completed, closed on February 9th. Nirvana Interior has been awarded the contract for \$40,536 (HST included). There were 2 bids on the project and 3 companies took the site tour for the project. Budget of \$38,000 (not including hst). Project to commence April 20 (weather permitting.)
- MOC & Town Hall – Floor Replacement RFQ posted, site tours completed, closed February 16. There were 6 bids on the project with Adias Impex winning the project at \$65,744.53. Budget of \$57,000. Council Report awarded the contract at the March 22 Council Meeting. Scheduling to follow
- Lind Sportsplex – Retaining Wall RFQ, 3 site tours completed, closed February 23. Two bids submitted. Luckhardt Landworks Ltd. Winning project at \$17,928 +hst. Budget of \$15,000. Project has been completed
- Lind Sportsplex – Lobby Door RFQ, 3 site tours completed, closed February March 2. Hudson Lock winning the project at \$7426.25(including HST). Budget of \$13,000. Awaiting scheduling
- Museum Retaining Wall RFQ – pricing received Roof Tile Management \$70,500. Budget of \$38,000. Council Report awarded project at March 22 Council Meeting. Project to commence May 2 (weather permitting.)

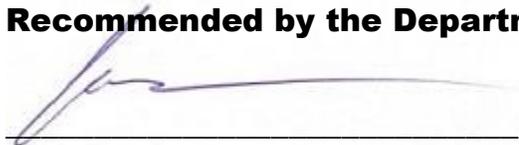
- Library Retaining Wall RFQ – pricing received Roof Tile Management \$46,500. Budget of \$51,500. Project began on April 11.
- Library Southside Exit Door Replacement - RFQ released, three (3) site tours completed, closed April 6. There were 2 bids on the project. Professional Service Agreement is being completed
- Lind Sportsplex Canteen Upgrades - RFQ released, three (3) site tours completed, closed April 6. There were 2 bids on the project. Professional Service Agreement is being completed
- Library Church Street Door refinishing – awaiting pricing

SPENDING AND VARIANCE ANALYSIS

None.

REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



Attachment B: Building Department Monthly Summary

Building and Development Services Department

Table 1. Monthly Totals (as of March 31 2022)

Yearly Dwelling Unit Break Down

Year	Building Permits	Year to Date	Dwelling Units for the Month	Year to Date	Single Family Dwelling	Semi Detached	Townhouse Unit	Accessory Dwelling Units	Apartment unit
2022	12	31	8	22	5		15	1	1
2021	162	162	0	72	20	4	42	6	0

Table 2. Annual Totals

Year	Building Permits	Dwelling Units	Construction Value
2022	31	22	\$ 8,126,641.00
2021	162	72	\$ 42,174,405.00
2020	166	72	\$ 38,801,203.00
2019	134	52	\$ 16,751,000.00
2018	172	53	\$ 22,875,651.00
2017	168	36	\$ 18,825,719.00
2016	120	38	\$ 14,244,002.00

There were 55 appointments made this month from the Building Department.

The Building Department presently has 8 permits waiting for payment.

The Building Department presently has 4 permits under review.

The Building Department presently has 10 new permit applications waiting to be transferred to "in review" (Permits in this section have outstanding documentation)

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Community Services

Date of Meeting: 26 April 2022

Subject: DCS 13-2022 April Monthly Report (Community Services)

RECOMMENDATION

THAT DCS 13-2022 Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Grant Funding:

- Received confirmation of funding from Young Canada Works for Curatorial and Archives Assistant summer positions. Waiting to hear back from Canada Summer Jobs and Young Canada Works internship.
- Heritage Advisory Committee approved a Heritage Grant for 84 Water Street South.
- The Final report for the Ontario Community Support Association Community Support Program has been submitted. This funding supported the subsidy of local restaurant meal delivery program. Annual Ontario Health funding has been reallocated in the departmental budget to continue offering this program.
- Senior Services staff are preparing for the Ontario Health year end for the Friendship Centre and Home Support Services Annual Provincial Funding.

Programming/Wellness:

- Picture St. Marys exhibit opened on April 4, replacing Leaving Footprints.
- In-person field trips resumed at the museum on April 5. There are currently 14 field trips booked between April 5 and May 6.
- Staff are moving forward with Melodies at the Museum for August 2022. Sponsorship has been secured and booking performers is currently underway.
- Staff are working with the Stratford and District Chamber of Commerce to host a Business After Five networking event at the museum on April 20.
- Staff met with Mayor and owner of 236 Jones Street East regarding upcoming opening of their gallery, [HOME | Art of Ideas \(artofideasgallery.com\)](http://artofideasgallery.com)
- Staff met with Economic Development and Tourism Manager and owner of 135 Queen Street East regarding heritage renovations.
- Staff met with producer of Fish TV regarding potentially filming an episode in St. Marys.
- PRC Summer Camp is open for registration and will run weekly themes from July 4 to September 2. The camp is geared to youth in grade 3 to grade 7.
- The Youth Centre continues to operate with an increase to average nightly attendance rates.

- Youth Council is working hard on their Composting and Flowerpot Painting Event. It will be on Saturday, May 28, 2022, at the farmers market. There will be an opportunity to learn about the benefits of composting and those wishing to can paint a flowerpot and take home some soil and seed.
- Aquatic team completed their Lifesaving society swim transition instructor clinic in preparations to transition from the Red Cross to the Lifesaving Society for our swimming lesson program.
- Staff training week of April 11, focus was on scanning and first aid situations, CPR and choking.
- Added two additional Starfish/Duck/Sea turtle classes during the weekday afternoons as there was need for further preschool programming.
- Added additional pool rentals on Saturday as demand was high.
- Quarry training dates confirmed for in water, policies and procedures and facility orientations.
- Continued regular meetings with Super Splash Inflatable company for summer operations.
- Transitional plan to lift mandates was well received at the Child Care Centre. Parents are very happy to be welcomed back into the building.
- Child Care Centre is happy to welcome back some of our summer staff from last year to run the summer programs again this year
- EarlyON conducted parent survey to gauge interest in programs and the feedback was very valuable for further planning.
- EarlyON is working in collaboration with the Library to put EarlyON information in their Welcome packages for new families
- EarlyON introduced Saturday programming and it was well attended.
- In collaboration with Huron Perth Children's Aid Society, EarlyON will be presenting workshops for parents
- The Friendship Centre hosted an Easter Lunch as a drive through and delivery meal. 250 meals were served. 20 meals were gifted to residents who may have barriers to obtain a meal.
- The fundraising dinners will continue as a drive through and delivery into the Fall after consultation with the Senior Services Advisory Committee.
- The Fine Dining program has returned and is schedule for May and June. This program works with St. Marys Mobility to assist residents who do not drive to enjoy local and regional restaurants.
- Staff have met with the Jamboree volunteers to bring back the music jamboree. This is a weekly program that staff would like to return slowly as it is drawn many participants from both in St. Marys are regionally.
- The Friendship Centre will be connecting with the Stonetown Entertainers Choir members over the next month to better understand the currently needs.
- The LIND Shuffleboard Club would like to resume. Staff will be meeting with this group to see what can be done to support shuffleboard.
- The Dine Out at Home program continues to see large numbers. On average 150 meals are served twice monthly.

Facility Projects:

- The facility has been booked for the Provincial Election Advanced Polls May 23- May 27 and for the regular Election May 30 – June 3rd. Programs scheduled in the Community Centre will be relocated or cancelled.
- We have commenced with the unexpected replacement of the pool boilers which were originally scheduled to be replaced during a planned summer shutdown. The contractor leading the project (SCT Mechanical) deserves high accolades as they were able to significantly push up their installation timeline from a June 27 start date to begin March 30th on less than one week's notice fully understanding how our service levels were impacted. The

target date to reopen is now April 19th. This is about the best case we could have hoped for given that we will complete a major capital replacement which was approved in the 2021 capital budget. These boilers have an expected service life of at least 15 years and use a conservative estimate of 50% less natural gas than the equipment which was just replaced and suffered a critical failure.

- Ice removal on the Blue Pad will be completed after Easter weekend. The dasher board system including glass and boards will be inspected and regular maintenance will be performed prior to the blue pad being used for summer camp. Red pad to remain installed until at least May 1.
- Preparations have begun for outdoor recreation amenities, including the quarry, fields and courts. Of note, the outdoor courts were pressure washed and the additional lines are scheduled to be painted at the earliest opportunity for weather and contractor availability. Their appearance is much improved with the pressure washing to remove dirt, pollen and other organic matter which had accumulated since the renovations in 2014.
- The first round of community engagement for the Skate Park Expansion Project wrapped up. It consisted of virtual presentations being conducted with the 4 surrounding schools and a public survey which was open for 3 weeks. Staff were able to present to 6 different classrooms (134 students - grades 5-7), and 131 individuals completed the public survey. The Request for Proposals for the Design and Construct of the park is now closed, and applicants are being reviewed.

Impact/Feedback:

- A camper at the end of March Break camp commented that, "This is the most fun I've had in a long time."
- Parent of campers "Thank you so much for all that you've done to make March Break extra special for so many! My girls had a fantastic time with all of you. We're looking forward to many more camps in the future."
- Swim lesson parent "Thank you very much for fixing this. Your customer service was amazing"
- Just a short note to thank you again for helping me find the historical addresses for the Uren and Haines families. I really appreciated your guidance and was able to complete my desired task quite quickly. I was impressed with the resources you have available and hope to be able to return (with an appointment this time!) to look into more family lore in the St. Marys area. In the meantime, best wishes for continued success with your operation.

Program Statistics:

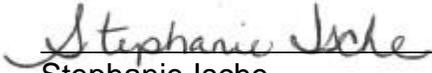
- The Archives had 15 on-site research bookings in March and responded to 9 research requests.
- Rescheduled Bronze Medallion, 14 registered, 2 spots available.
- Rescheduled Bronze Cross with 16 registered, full class.
- Currently 274 swimmers registered in Spring lessons, 80% capacity with one week to go.
- Senior Services statistic were not available the time of reporting.

Committees/Partnerships

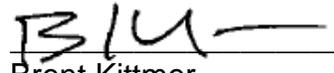
- Staff attended the St. Marys United Way Committee. The committee reviewed the Community Impact Investment Plan. The Areas of focus for the plan include poverty, inclusiveness. The St. Marys United Way Committee has a created a sub-committee that will focus on Security for St. Marys, Senior Services staff will sit on the committee as a Municipal Liaison. The first meeting will be held on April 27th. Debra Swan from the Local Community Food Centre will assist with the facilitation of the sub-committee.

REVIEWED BY

Recommended by the Department


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jennifer Lewis, Early Learning Services Manager

Date of Meeting: 26 April 2022

Subject: **DCS 12-2022 New Agreement for Child Care from Province**

PURPOSE

To provide Council with an update of the recently announced \$13.2 billion Canada-Wide Early Learning and Child Care Agreement.

RECOMMENDATION

THAT DCS 12-2022 New Agreement for Child Care from the Province report be received; and
THAT Council authorizes staff to opt into the Canada-Wide Early Learning and Child Care Agreement.

BACKGROUND

In Ontario, licensed child care programs, including child care centres, nursery schools, before/after school programs and regulated family child care, must operate in accordance with the regulations set out in the *Child Care and Early Years Act, 2014*. The St. Marys Child Care Centre and the programs that it offers are licenced under this Act.

There are currently five rooms that are used for the various programs provided at the Child Care Centre. All rooms are licensed and are interchangeable to hold various age groups. This means a room used today for toddlers could be used for pre-school tomorrow. The design of the centre gives staff the flexibility to meet the evolving child care needs of the community.

The Child Care Centre currently operates the following programs:

Program	Licensed space capacity	Current operating capacity
Infant (1 Room)	10	8
Toddler (2 rooms)	30	22
Pre-School (2 rooms)	32	24
Before & After School	142	52
School-age Holiday program (March Break/Summer)	56	41

As of April 6, 2022, there are 256 children on the waitlist. Council may ask why there are children on the waitlist when there are open spaces available. The Child Care Centre has a dedicated group of staff that manage the current programs. However, at this time there, is simply not enough staff to maintain the childcare spaces we are licensed to provide. Throughout the region there is a shortage in

Registered Early Child Care (RECE) staff for childcare centres, and as a result, the pre-COVID numbers of children in each classroom cannot be maximized due to limited numbers of staff.

REPORT

On Monday, March 28, the Province reached an agreement with the federal government to provide an average of \$10-per-day childcare by September 2025. The agreement includes additional pillars such as improving access to care, sustaining high-quality services, and enhanced reporting.

All Ontario families with children five years old or younger in participating licensed Child Care will see a fee reduction of up to 25% (to a minimum of \$12 a day) in 2022, retroactive to April 1, 2022. A further reduction of up to 50% will take place by end of December 2022, another reduction in September 2024 and a final reduction to \$10 a day on average in September 2025.

All licensed Child Care providers in Ontario's are eligible to apply to participate in the Canada-Wide Early Learning and Child Care Systems (CWELCC). Child Care licensees will be able to choose to participate in the CWELCC system or not. Licensed centres that choose not to participate may continue to run their operations under the existing provincial licensing and regulatory framework and purchase of services agreements with their local CMSM (Social Services in Stratford) but will not receive CWELCC System funding and may continue to set out their own parent fees. The Provincial government will work with municipalities to enroll participating licensed Child Care operators to either opt in or out of this new program by September 1, 2022.

What does this mean for St. Marys Child Care?

St. Marys is a licensed Child Care Provider that meets the criteria to apply. To be eligible to be part of CWELCC staff must notify the service system manager (Stratford Social Services) by September 1, 2022. We must maintain existing licensed spaces for children ages 0-5 and we may not convert existing 0-5 spaces to other age groups.

In addition, as Ontario is working to support a sustainable and smooth transition, there will be an immediate fee freeze to the Town's child-care rates if we were to opt in. Licensees that do not wish to participate in the CWELCC System and wish to have the restriction on fee increase lifted must opt out of the CWELCC System.

The Consolidated Municipal Service Manager (CMSM, for the Town, Stratford Social Services) will continue their role as designated Child Care and early years' service system manager. They will continue to be responsible for planning and managing licensed Child Care services and EarlyON Child and Family Centres. Staff have been reassured should we chose to opt into the CWELCC program, financial assistance from Stratford Social Services will continue.

Opting into CWELCC means:

Opting into the program will include:

- Fee freeze - Centres are prohibited from increasing fees charged to parents for children in care who are under the age of six or six years old and enrolled in kindergarten.
- Licensees are required to advise parents if they intend to enroll by September 1, 2022
- Required to provide a refund to all eligible families – licensed Child Care centres will receive funding to reduce base fees for parents. Licensees will be required to provide a refund to all parents so that they receive a 25% reduction for any fees paid since April 1, 2022.
- Service systems managers (Stratford Social Services) will be required to reduce the fee subsidy parent contribution for eligible children who are enrolled in a participating program by 25% and refund retroactive to April 1, 2022

- Parent handbooks will need to be updated to set out information about fees and whether a licensee is enrolled in this program.

If the Town opt in, this does not prevent Council from opting out in the future if this program does not meet the Town's needs. The expectation is for a commitment of a one year period (prorated this year), and agreements are renewed/reviewed every January.

Creating New Childcare Spaces:

Additionally, this announcement included the creation of 86,000 new licensed child care spaces in Ontario. Staff have been aware of the increasing demands and needs for additional child care spaces in our community. Because of this, the team has been exploring opportunities to complete a needs analysis to determine long-term childcare needs.

This type of analysis is important so that staff and Council can understand the future needs for childcare, and plan accordingly. However, while there is an obvious need in the community for additional child care spaces, the limiting factor will be staffing. There simply are not enough qualified Registered Early Child Care (RECE) to hire. Currently, our CMSM reports that Perth County is approximately eighty (80) full time RECE's short of obtaining full license capacity across our area. While some of this is tied to the impacts of COVID, the vast majority is due to a shortage of RECE's in our area and across Ontario. In consultation with Social Services, we will continue to work on solutions.

FINANCIAL IMPLICATIONS

The funding allocations for CWELCC have not yet been established for individual CMSMs. In discussions with Social Services, they are expecting Stratford and Perth County to receive approximately 0.4% of total Provincial share based on the area's proportion of the total provincial current license capacity. Total CWELCC allocations should be in the \$45-55 millions range over the next six years.

If the Town opts in, the immediate impact is a 25% reduction in current fees for families effective April 1, 2022. Further fee reductions will take place until reaching the average \$10 per day in 2025. The Town would provide the reduction directly to our users and recoup the reduced amount from the government funding via Stratford Social Services. The goal of the program is that child care providers will receive the same amount of revenue as they previously would have been expecting.

There is a possible risk that the Town may not be able to recover the full amount of annual inflation, however the government has included inflation in their funding guidelines of 2.6% and this will be provided through the allocation in 2022.

In April 2022, the Town did approve a child care fee increase of 1.5%. The net cost of the childcare program on the Town's tax levy for 2022 is budgeted at \$155,000. Based on the information received to date, opting in is not expected to impact that levy amount.

SUMMARY

Opting into the CWELCC program will be a benefit to the families the Town serves by providing financial relief through lower licensed child care fees. Once approved by Council staff, will submit our wish to enter into the agreement. Once accepted, families of children five and under will be issued a 25% reduction funded through the Province. Once we opt into the program, we will be committed for a one-year period (prorated this year), and agreements will be renewed/reviewed every January. During this renewal there will be discussion to increase fees as well.

Should we enter into the CWELCC program, the risk to the Town could be a larger deficit, however Stratford Social Services has assured Town staff the funding we currently receive will continue. The ultimate goal of this program is to create a not-for-profit childcare model and cost neutral child care programs across the Province.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #3: Balanced Growth – Scale-based demographic growth & targeted immigration, Youth Recruitment and Retention Strategy
 - Outcome:
 - One of the only remaining means of growing the population is by attracting newcomers to St. Marys.
 - It is important to not only attract youth to the Town, but also to retain existing youth by ensuring there are adequate opportunities. Tactics will focus on youth of all ages and abilities.
 - Tactic(s):
 - Identify what infrastructure needs should be in place to attract retain this demographic (e.g., housing that's affordable, public services, etc.)

OTHERS CONSULTED

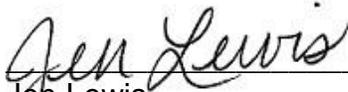
Darren Barkhouse, Manager of Child Care, City of Stratford
Andre Morin, Director of Corporate Services/Treasurer

ATTACHMENTS

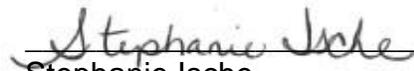
None

REVIEWED BY

Recommended by the Department

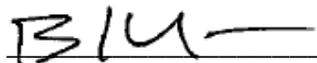


Jen Lewis
Early Learning Services Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jenny Mikita, Senior Services Manager

Date of Meeting: 26 April 2022

Subject: **DCS 17-2022 National Volunteer Week**

PURPOSE

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

RECOMMENDATION

THAT DCS 17-2022 National Volunteer Week report be received report; and

THAT Council proclaim the week of April 24th to April 30th as National Volunteer Week in the Town of St. Marys.

BACKGROUND

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

REPORT

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

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

April 24 – 30, 2022 is National Volunteer Week. This year's theme is Volunteering is Empathy in Action, which affirms the strong connection between volunteerism and empathy. This profoundly human connection is at the heart of healthier individuals and stronger communities.

Empathy is a quality that can help people relate to others and build awareness around different experiences. It connects people in ideas and actions and helps create bonds forged in common goals and aspirations.

Volunteering can help us to develop empathy and, to see the world through the eyes of others. It can connect people from diverse backgrounds and life experiences, expanding our views. It can build our capacity to work collectively and contribute to a vibrant, inclusive society.

FINANCIAL IMPLICATIONS

None

SUMMARY

Every day, citizens of St. Marys voluntarily give their time and talents to various initiatives and organizations. They give their time freely and with no expectation of monetary rewards. By proclaiming April 24 – 30, 2022 as National Volunteer Week, St. Marys is paying tribute to the efforts put forth.

STRATEGIC PLAN

Not applicable to this report.

OTHERS CONSULTED

Volunteer Canada

ATTACHMENTS

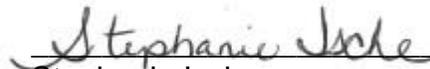
Volunteer Proclamation

REVIEWED BY

Recommended by the Department



Jenny Mikita
Senior Service Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



MAYORAL PROCLAMATION TEMPLATE

WHEREAS, 24 million Canadians give their time through formal or informal types of volunteering, contributing close to 5 billion volunteer hours per year; and

WHEREAS, volunteers in the Town of St. Marys mentor our children, support those feeling isolated, beautify our green spaces, and fundraise for our charitable organizations; and

WHEREAS, volunteers in The Town of St. Marys have stepped up during the COVID-19 pandemic to support families, friends, neighbours, and strangers, people standing up to systemic racism, and people sharing insights on how to create a more just and equitable society; and

WHEREAS, The Town of St. Marys volunteers are individuals, families, workers, retirees, community members of all ages and backgrounds; and

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

WHEREAS, organizations in The Town of St. Marys that rely on volunteers include such fundamental organizations as Minor Sports, Sport/Recreation and Leisure organizations local Schools, Health Services, Services and Church groups, Festivals and Cultural events and Town of St. Marys Services; and

NOW, THEREFORE, I, Al Strathdee, Mayor of The Town of St. Marys, do hereby proclaim April 24-30, 2022, as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.



PROCUREMENT AWARD

To: Mayor Strathdee and Members of Council

Prepared by: Doug LaPointe, Recreation Operations Manager

Date of Meeting: 26 April 2022

Subject: **DCS 19-2022 Evaporative Condenser Replacement**

PROJECT DETAILS

The project components of the Evaporative Condenser Replacement include the removal of the existing evaporative condenser with a new unit of similar size and scope. This unit is a major component of the refrigeration plant and services the two ice pads.

This unit is original to the 2006 PRC expansion with the addition of the second ice pad and was identified as due for replacement in the Asset Management Plan. This project was approved in the 2022 capital budget with \$115,000 earmarked for this project. If awarded, the project is expected to be complete in summer 2022 prior to ice installation for the 2022-23 season.

RECOMMENDATION

THAT DCS-19-2022 Evaporative Condenser Replacement report be received; and

THAT the procurement for the replacement of the evaporative condenser be awarded to CIMCO Refrigeration a Division of Toromont for the procured price of \$143,078.17 inclusive of all taxes and contingencies; and

THAT Council approves an unbudgeted expense of \$13,846.32 for the project to be funded from the general capital reserve; and

THAT Council consider By-Law 45-2022 authorizing the Mayor and the Clerk to sign the associated agreement.

PROCUREMENT SUMMARY

A procurement document was administered for the above noted project. The following is a summary of the procurement results, as well as a recommendation for a successful proponent:

Procurement Information	Details and Results
Procurement Title:	RFT-DCS-20-2022
Tender Closing Date:	Wednesday, April 20, 2022
Number of Bids Received:	Two (2)
Successful Proponent:	Cimco Refrigeration
Approved Project Budget:	\$115,00.00
Cost Result – Successful Bid (Inclusive of HST):	\$143,078.17
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$128,846.32
Project Over-budget (Net of HST)	\$13,846.32

The procurement document submitted by CIMCO Refrigeration was found to be complete, contractually acceptable, and ultimately provided the best value for the municipality. As such, staff recommends award of the project to CIMCO Refrigeration a Division of Toromont Ltd.

FINANCIAL IMPLICATIONS

The funding sources for the above noted project are as follows:

General Capital Reserve (budgeted)	\$115,000
Tender over-budget (if needed)	\$13,846.32
Total	\$128,846.32
Transfer from General Capital Reserve	\$13,846.32

STRATEGIC PLAN

- This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #1 Infrastructure – Developing a comprehensive and progressive infrastructure plan:
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.

OTHERS CONSULTED

André Morin, Director of Corporate Services / Treasurer

ATTACHMENTS

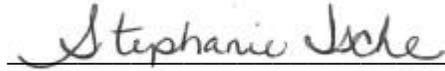
1. Bid Summary

REVIEWED BY

Recommended by the Department



Doug LaPointe
Recreation Operations Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

VENDOR OPENING SUMMARY SHEET

CONTRACT NO: DCS-20-2022-RFT

TITLE: EVAPORATIVE CONDENSER REPLACEMENT

MOC WED APR 20-22 2:30 PM

NO	VENDOR	DATE	TIME	AMOUNT	Site Visit
1	BLACK & MCDONALD LIMITED				
2	CIMCO REFRIGERATION/TOROMONT	Apr 20/22	2:30pm	143,078.17	√ Yes
3	CONSTRUCTCONNECT				
4	DRENNAN REFRIGERATION INC				
5	SCS REFRIGERATION INC	Apr 20/22	1:40pm	174,990.00	√ Yes
6					
7					
	Opened By: <i>[Signature]</i>				
	Recorded By: Erica Martin. <i>[Signature]</i>				



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Andrea Slade, Aquatics Manager

Date of Meeting: 26 April 2022

Subject: **DCS 20-2022 CPRA Youth Employment Experience Grant**

PURPOSE

To provide Council with the details of the Canadian Parks and Recreation Association (CPRA) Youth Employment Experience grant that the Town has been successful to receive and request the authority to exercise the contribution agreement.

RECOMMENDATION

THAT DCS 20-2022 CPRA Youth Employment Experience Agreement be received; and

THAT Council consider By-law 46-2022 authorizing the Mayor and the Clerk to sign a contribution agreement with Canadian Parks and Recreation for youth employment experience.

BACKGROUND

The Canadian Parks and Recreation Association entered into a partnership with the Canadian Federal Government under the Youth Employment and Skills Strategy Initiative (YESS). Under this Youth Employment and Skill Strategy Initiative, the CPRA, with assistance from the Canadian Federal Government, will deliver the CPRA Youth Employment Experience across the country. This is the first-time staff has applied for this grant.

REPORT

The Aquatics Department applied for a grant to support Quarry operations. This grant is for a new position that will work at the Quarry this summer to support youth employment in our community by mentoring them.

This position will be called Water Safety Educator, will be located at the Quarry, will be responsible for public safety education, and will work for 11 weeks. It will assist with educating customers through the following 4 areas:

- Assist with swim admission policy, banding children 10 years of age and younger and educating all customers.
- Assist with stand up paddleboard safety.
- Assist with customers with selecting correct fit for lifejackets and promote lifejacket safety.
- Assist with communication important water safety tips and education initiatives.

The vision of this role is to strengthen our water safety mission and echo common messaging throughout the aquatics team.

FINANCIAL IMPLICATIONS

There are no implications to the approved operation budget. This funding for this position covers all wages and mandatory employment related costs (benefits) including a portion of mentorship time that will support the Head Lifeguard wage to mentor this position.

SUMMARY

The Town has been approved for funding for this position along with funding for mentorship. Staff are recommending that Council accept the funding agreement.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar #3: Balanced Growth – Youth recruitment & retention strategy
 - Outcome: It is not only important to attract youth to the Town, but also to retain existing youth by ensuring there are adequate opportunities.
 - Tactic(s): Will focus on youth of all ages.

OTHERS CONSULTED

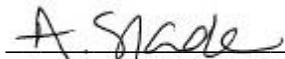
Andre Morin, Director of Corporate Services/ Treasurer

ATTACHMENTS

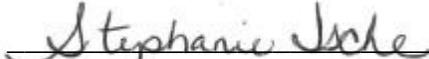
Agreement with Canadian Parks and Recreation

REVIEWED BY

Recommended by the Department

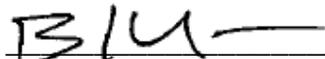


Andrea Slade
Manager of Aquatics



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

CPRA Youth Employment Experience Agreement

BETWEEN:

Canadian Parks and Recreation Association
(hereinafter called the "CPRA")

OF THE FIRST PART

- and -

Town of St. Marys
(hereinafter called the "Recipient")

OF THE SECOND PART

WHEREAS

- 1) The CPRA has entered into a partnership with the Canadian Federal Government under the Youth Employment and Skills Strategy Initiative ("YESS"). Under the Youth Employment and Skills Strategy Initiative, the CPRA, with assistance from the Canadian Federal Government, will deliver the CPRA Youth Employment Experience across the country.
- 2) The Recipient is participating in the CPRA Youth Employment Experience, and the CPRA will be subsidizing certain jobs or positions within the Recipient.
- 3) This CPRA Youth Employment Experience Agreement governs the terms and conditions of that subsidy and relationship between the CPRA and Recipient.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other, and other good and valuable consideration, receipt whereof is by them acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this agreement:

- (a) "Agreement" or "this Agreement" shall refer to this CPRA Youth Employment Experience Agreement.

- (b) "Business Day" means a day other than a Saturday or Sunday or statutory holiday in Ottawa, Ontario.
- (c) "Mentor" means the individual(s) employed by the Recipient who agrees to work with the Participant to develop their skills, competencies and/or goals.
- (d) "Participant(s)" means the individual(s) employed by the Recipient in the position(s) to which the subsidy or subsidies are being applied.
- (e) "Position(s)" means the job(s)/position(s) within the Recipient's organization to which the subsidy or subsidies are being applied.
- (f) "Work Term" means the time period in which the Participant is employed by the Recipient.

ARTICLE 2 - CPRA YOUTH EMPLOYMENT EXPERIENCE

- 2.1 Recipient has undergone an application and evaluation procedure to qualify for the CPRA Youth Employment Experience. The Positions subsidized under this Agreement must be identical to those identified in the application and evaluation process. Any change or deviation from the initial application must be approved in writing by the CPRA.
- 2.2 The Recipient will evaluate and select the Participant(s). The Recipient will notify the CPRA of the selected Participant within five (5) Business Days of the Participant being hired.
- 2.3 Participants shall be drawn from those who meet the following mandatory eligibility criteria:
 - (a) Between 15 and 30 years of age (inclusive);
 - (b) Canadian citizens, permanent residents or protected persons as defined by the Refugee Protection Act;
 - (c) Individuals legally entitled to work in Canada; and
 - (d) Individuals legally entitled to work according to the relevant provincial/territorial jurisdiction's legislation and regulations
- 2.4 The Recipient shall further endeavour to engage, as a priority, Participants who face barriers to employment and/or youth at risk in municipal, community and regional environment including those who self-identify as: youth living in rural or remote locations, Indigenous youth, LGBTQ2+ youth, visible minorities (youth), youth with disabilities, youth who are new Canadians, language minorities, etc.

- 2.5 The Recipient shall match a Participant with a Mentor in their organization. Mentors will be required to participate in the CPRA Mentorship training, and comply with reporting requirements outlined below.
- 2.6 The Recipient shall be responsible for the payment of all wages and salary to the Participant and Mentor and shall make all required statutory deductions.
- 2.7 The Recipient will generally manage the employment/contract status of the Participant and Mentor. This includes but is not limited to the Recipient having the ability to terminate the employment/contract of the Participant and Mentor.
- 2.8 The Recipient is to notify the CPRA of any change in the Participant's or Mentor's employment status within five (5) Business Days.
- 2.9 In the event of any change in or to the employment of the Participant with the Recipient, the CPRA may terminate this Agreement without notice or any penalty. In the event that of any change in the Mentor's employment, which prevents them from acting as a Mentor, and the Recipient does not provide a replacement Mentor for the Recipient within five (5) Business Days the CPRA may terminate this Agreement without notice or any penalty.

ARTICLE 3 -SUBSIDY

- 3.1 The CPRA will subsidize the Recipient for the job/positions as outlined in Schedule 3.1. There will be two subsidies – one for Participants (the “Participant Subsidy”) and one for Mentors (the “Mentorship Subsidy”). Collectively, the Participant Subsidy and the Mentorship Subsidy shall be called the “Subsidy”.
- 3.2 The Participant Subsidy will cover one hundred percent (100%) of provincial/territorial wages and mandatory employment related costs (MERCs) incurred by Recipient during the Participant's Work Term up to a maximum amount of \$10,000.00 per Participant for the entirety of that Participant's Work Term.
- 3.3 In addition, the Recipient may claim additional supports for youth with prior written approval by CPRA.
- 3.4 The Mentorship Subsidy will cover one hundred percent (100%) of provincial/territorial wages and mandatory employment related costs (MERCs) incurred by the Recipient during the Mentor's engagement in the Work Term up to a maximum amount of \$4,000.00 per Mentor for the entirety of the Mentor's participation in the program.

3.5 Payment of Subsidy

- (a) Payment of the Subsidy will not be made in advance. To receive payment of the Subsidy, the Recipient is required to submit a claim (in the manner and form as directed by the CPRA) to the CPRA detailing the Participant's actual wages paid.
- (b) The Recipient shall attest that the Participant worked for the Recipient for the period that the wages were paid. The Recipient shall further attest that the Mentor was engaged in the project with the Participant for the period during which the wage subsidy is claimed
- (c) Upon a successful verification, the CPRA will transmit payment the Recipient. The CPRA will endeavour to pay the Recipient promptly, but provides no guarantee or timeline as to when payment of the Subsidy will be completed.
- (d) In the event of overpayment, unexpended balances, or later determination by CPRA that any portion of the Subsidy was for an ineligible purpose, Recipient shall repay those applicable funds the CPRA. Alternatively, the CPRA may deduct such excess payments from a subsequent Subsidy payment.
- (e) Recipient will use the Subsidy to subsidize the Participants and Mentors wages and MERCs as part of the YESS. Recipient will not use the Subsidy for any other purpose.
- (f) In the event that Recipient uses any portion of the Subsidy for something other than subsidizing the wages and MERCs of Participants and Mentors, the Recipient shall (a) promptly inform CPRA of the mispending, (b) reimburse CPRA for the misused funds, plus interest at the rate of ten percent (10%) per annum. Interest shall be charged from the date the CPRA first advanced funds to the Recipient until the date the Subsidy (and interest) have been reimbursed in full.

3.6 Return of Unused Subsidy Funds

- (a) Any funds not yet used or spent as part of YESS shall be returned to the CPRA within five (5) Business Days upon any of the following:
 - (i) Termination of this Agreement by CPRA;
 - (ii) Termination of this Agreement by the Recipient;
 - (iii) The completion of the Program(s);
 - (iv) The Recipient becomes bankrupt, files for bankruptcy or makes a proposal to creditors;
 - (v) The request of the CPRA; or
 - (vi) The expiration of this Agreement.

ARTICLE 4 - EMPLOYMENT/CONTRACT STATUS

- 4.1 The Participant and Mentor will at all times remain an employee/contractor of the Recipient. Under no circumstances, will the Participant or the Mentor be considered an employee of the CPRA.
- 4.2 The Recipient will comply will all relevant employment legislation regarding the Participant and the Mentor.
- 4.3 Except in the case of non-payment of the Subsidy in accordance with this Agreement, the Recipient hereby indemnifies and holds harmless the CPRA and the Canadian Federal Government (however legally designated) for any and all of and from any and all debts, dues, accounts, obligations, liabilities, covenants, agreements, actions, causes of action, claims and demands whatsoever made by the Participant and/or the Mentor (or their heirs, personal representatives, predecessors, successors and assigns) relating to and arising out of, in connection with or as a result of the Participant and/or the Mentor having been an employee, or contractor of the Recipient or CPRA including, without limiting the generality of the foregoing, any liabilities, dividends, wages, bonuses, vacation pay, directors' fees, consultants' fees, benefits, reimbursement of expenses, employee deductions, termination and severance pay, pension plan contributions, damages for wrongful dismissal or any other claim under any employment standards act or legislation and/or any human rights code or any other legislation or at common law.
- 4.4 The Recipient is required to enter into a written employment agreement with each Participant and Mentor. The CPRA may furnish the Recipient mandatory terms and clauses which must be included in said employment agreements.
- 4.5 The Recipient is expected to comply with all privacy legislation, and is to keep all information about the Participant and Mentor confidential from any third party.

ARTICLE 5 - TERM AND TERMINATION

- 5.1 This Agreement is expected to last through to 31 March 2023.
- 5.2 In the event of default or breach of contract by the Recipient, this Agreement may be at the sole discretion of the CPRA, be terminated immediately by the CPRA.
- 5.3 In the event that Canadian Federal Government decreases or terminates the funding available to the CPRA for any reason, this Agreement may be terminated immediately by the CPRA.
- 5.4 This Agreement may be terminated by either party for any reason on sixty (60) days notice.

- 5.5 In the event of termination of this Agreement, the CPRA is free to hire or contract the Participant to work directly for the CPRA.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

- 6.1 Recipient hereby represents and warrants to the CPRA, the representations and warranties outlined below are accurate and true as of the execution of this Agreement and will remain true through the lifetime of this Agreement. The Recipient acknowledges and confirms that the CPRA is relying on these representations and warranties in connection with this Agreement.
- 6.2 The Recipient represents and warrants that the Position and/or the Participant (as the case may be):
- (a) The Participant has been provided with all relevant information concerning health and safety standards and regulations regarding their work environment and about any safety equipment required for their work.
 - (b) The Participant is not being recruited or placed in any Position that:
 - (i) fills a position that was left vacant due to an industrial dispute;
 - (ii) fills a position of a worker that has been laid-off;
 - (iii) fills a position that will displace another worker.
 - (c) The Participant is
 - (i) between the ages of 15 and 30 (inclusive);
 - (ii) a Canadian citizen, permanent resident or protected person as defined by the immigration and Refugee Protection Act;
 - (iii) legally entitled to work in Canada;
 - (iv) legally entitled to work according to any provincial/territorial legislation and regulations; and
 - (d) All Participants are at arms-length from the Recipient, its officers, directors and employees. If any Participant is not at arms-length, this has been disclosed in writing to the CPRA.
 - (e) Recipient is validly organized under the laws of and is legally able to carry on business in the province or territory in which it is domiciled.
 - (f) Recipient is not bankrupt.
 - (g) All of the information provided in the application was true and accurate, and shall remain true and accurate throughout the lifetime of this Agreement.

ARTICLE 7 - ANNOUNCEMENTS AND COMMUNICATION

- 7.1 Any public communication relating to this Agreement, or the Youth Employment and Skills Strategy Initiative requires the prior written consent of the CPRA.

ARTICLE 8 - INDEPENDENT LEGAL ADVICE

- 8.1 All parties acknowledge having had the opportunity to obtain independent legal advice regarding this Agreement, and have either obtained said independent legal advice or waived their right to independent legal advice and have signed this Agreement freely and without duress, coercion or undue influence.

ARTICLE 9 - FURTHER ASSURANCES

- 9.1 The Parties hereto shall execute such further and other assurances, instruments and documents and all such other things and acts which may be necessary or proper for carrying out the purpose and intent of this Agreement.

ARTICLE 10 - REPORTING REQUIREMENTS

- 10.1 The Recipient will be required to provide reports in a form as designated by the CPRA at regular intervals during the term of this Agreement. The CPRA may change the form of the reports, the information required, reporting contact, the date required or the frequency of the reports at any time.
- 10.2 Failure to provide the reports designed by CPRA shall be considered a breach of this Agreement, and is grounds for immediate termination. CPRA may also withhold all or part of the Subsidy until it has received all requested reports and information.
- 10.3 Recipient will also provide CPRA with a final report at the earlier of (a) the conclusion of this Agreement or (b) the completion of the CPRA Youth Employment Experience, by the deadline set by CPRA. Recipient shall have a minimum of five (5) Business Days to complete their final report.
- 10.4 If the Recipient fails to submit the final report and/or any other outstanding reports by the deadline set by CPRA, they shall return five percent (5%) of the total Subsidy received by the Recipient to the CPRA, within thirty (30) days of the deadline.

ARTICLE 11 - INSPECTION

- 11.1 Representatives of the CPRA shall be entitled to inspect the Recipient's premises at all reasonable times to ensure compliance with this Agreement. The Recipient consents and

agrees to make any document, facility or other any item available for the CPRA during any such inspection.

ARTICLE 12 - RECORD KEEPING

- 12.1 The Recipient will maintain and store all records relating to this Agreement and the Youth Employment and Skills Strategy Initiative until instructed otherwise by the CPRA.
- 12.2 The Recipient will make their records available to the CPRA and any third party designated by the CPRA upon request.

ARTICLE 13 - FUTURE AGREEMENTS

- 13.1 The Youth Employment and Skills Strategy Initiative may last longer than the term of this Agreement. The Recipient is free to make further applications for additional funding or subsidies beyond the term of this Agreement. However, there is no guarantee any future such application(s) (even if the application is identical to the application giving rise to this Agreement) will be approved.
- 13.2 Nothing in this Agreement shall guarantee or act as a promise towards any future funding or subsidy beyond the term of this Agreement.

ARTICLE 14 - NOTICES

- 14.1 Any notice, request, instruction or other communication to be given hereunder by any party hereto shall be in writing and shall be deemed to have been duly given (i) on the date of delivery before 5:00pm local time, provided delivery is actually tendered at the appropriate address, addressed to the person identified below in person, or by overnight courier service, or by facsimile, or by email to the party's email address as set forth below or (ii) seven (7) calendar days after deposit in the mail if sent by first class registered mail, postage prepaid, return receipt requested, and, with an additional copy sent to the party's email address as set forth below:

- (a) In the case of the CPRA:

1180 Walkley Road
PO Box 83069
K1V 2M5
Ottawa, Ontario
programs@cpra.ca

- (b) In the case of the Recipient:

Town of St. Marys
317 James Street South
St. Marys, Ontario
N4X1B6

- 14.2 Either party may unilaterally change their address for service by providing proper notice to the other party.

ARTICLE 15 - CONFIDENTIALITY

- 15.1 Recipient will keep all information regarding this Agreement strictly confidential. Recipient shall not at any time or under any circumstances, without the consent of the CPRA, directly or indirectly communicate or disclose to any person (aside their advisors and representatives,) or make use of any confidential knowledge or information howsoever acquired by Recipient relating to or concerning this Agreement (collectively, "Information"), except for:
- (a) Information that becomes generally known in the industry to which the business is related other than through a breach of this Agreement;
 - (b) Information that is lawfully obtained from a third party without breach of this Agreement by the Party;
 - (c) Information that is required to be disclosed by law or by the applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange, provided that the Recipient gives the other parties prompt written notice of the compelled disclosure and cooperates with CPRA, at CPRA's expense in seeking a protective order or any other protections available to limit the disclosure of the Information.

ARTICLE 16 - GENERAL

- 16.1 It is understood and agreed that all paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.
- 16.2 This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 16.3 If any article or part thereof of this Agreement is held to be unenforceable or invalid, then said article should be struck and all remaining provisions shall remain in full force and effect.

- 16.4 Time is of the essence in this Agreement.
- 16.5 This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.6 All words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate) and vice versa. All words importing the singular shall include the plural and vice versa.
- 16.7 This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or other electronic means, and all such counterparts and facsimiles together constitute one agreement.
- 16.8 This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof or thereof (excluding any representation or information contained in Recipient's application). Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing signed by the parties hereto. Each party hereto acknowledges that it is not relying upon oral representations or statements inconsistent with the terms and provisions hereof.

[The following page is the signatory page]

[The remainder of this page has been intentionally left blank]

DATED this [redacted] day of [redacted], 2022.

SIGNED, SEALED AND DELIVERED
in the presence of:

Canadian Parks and Recreation Association

Per: Erin Love, CEO, CPRA
I have the authority to bind the Corporation

Town of St. Marys

Per: [Name of Signatory]
I have the authority to bind the Corporation

Schedule 3.1

Participant:

<u>Job Title</u>	<u>Wage Details</u>		<u>Total Anticipated Cost to Recipient</u>	<u>Expected Subsidy (Max \$10,000.00)</u>
Water Safety Educator	Work Term:	wks	[NTD: Insert here the sum total of all Wages and MERCs incurred by Recipient for the Work Term]	
	Work Week:	hrs/wk		
	Hourly Wage:	\$/hr		

Mentor:

<u>Job Title</u>	<u>Wage Details</u>		<u>Total Anticipated Cost to Recipient</u>	<u>Expected Subsidy (Max \$4,000.00)</u>
[JOB TITLE]	Work Term:	wks	[NTD: Insert here the sum total of all Wages and MERCs incurred by Recipient for the Work Term]	
	Work Week:	hrs/wk		
	Hourly Wage:	\$/hr		

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Corporate Services

Date of Meeting: 26 April 2022

Subject: COR 20-2022 April Monthly Report (Corporate Services)

RECOMMENDATION

THAT COR 20-2022 April Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Strategic Projects:

ERP Project:

- Project awarded on April 12th. Final scope to be determine by April 27th and the first official project kick-off meeting is scheduled for May 4, 2022.
- The project budget and grant included \$75,000 for project specific support staff – once the scope is fully determined, staff will review staffing vs consultant options with project team.

E-Newsletter:

- Staff have reviewed best practices and began creating a template for an e-newsletter

Cyber Security:

- Internal staff have registered for enhanced cyber security training
- New Firewall has been ordered and will be properly configured

Wayfinding:

- RFP launched, closing April 21st

Heritage Festival Rebranding:

- RFP launched, closing April 27th

Staffing:

- The Town was fortunate to receive several government grants for many of our Corporate Services projects this year; including the ERP project, Flats project, and Wayfinding project. Included in those grants is funding for project management support – either consulting expertise or inhouse staff. Two of the projects are within the Tourism portfolio. Furthermore, the BIA is looking for administrative assistance. We are taking this opportunity to hire a contract position within the Tourism portfolio to help coordinate these projects, work with the BIA, and assist with Tourism. The position will be fully funded by grant funds, BIA levy, and Tourism department's budget. A Tourism student will not be hired this year.

Department Updates:

Finance:

- Issued cheques/EFTs - 209 in March
- Finalized 2020 Audit PSAB asset working papers
- Working through 2021 year end account reconciliations
- Regular bank accounts reconciliations
- BIA property tax rates calculated
- 2022 Green energy report completed
- Q1 school board and BIA remittances complete

Information Systems:

- New user creation and orientation training conducted
- Replaced monitor at Well #2
- Tested file backup recovery
- Switched Library public WIFI over to existing internal system

Communications:

Media Relations

Total # of Media Releases (Stories sent to news outlets)	Total # of Media Mentions (Stories, photos, etc. published by news outlets)	Total # of Media Outlets (Newspapers, radio and television stations, websites, etc., that covered St. Marys stories)
11	24	3
<ul style="list-style-type: none"> • Topics included: COVID-19 (proof of vaccination and mask mandates); Green Initiatives Awareness Program; Wellington Street Reconstruction; Provincial Childcare Agreement; Community Improvement Plan 		

Traditional Advertising

Total # of Print Ads/Publications	Total # of Radio Ads
10	-
<ul style="list-style-type: none"> • Continued Weekly Stonetown Crier column • Other ads: <ul style="list-style-type: none"> ○ March Break Day Camp ○ Recruitment ○ Curbside Collection Survey ○ Spring Cleaning (waste disposal) ○ Candidate Information Sessions ○ Scrapbooking Garage Sale 	

Digital Advertising

Total # of Digital Ads (Facebook, Instagram, Google, etc.)	Total # of Users Reached by Ads (Number of times users saw ads on our digital platforms)	Total # of Engagements/Outcomes (Likes, comments, link clicks, direct messages etc.)

2 (Scrapbooking Garage Sale, Lifeguard Training – Facebook & Instagram)	9,389	288
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Website (townofstmarys.com)

Total # Website Visits	Most Visited Pages*
111,943	<ol style="list-style-type: none"> 1. Library 2. Aquatics Centre 3. Current Opportunities (Jobs) 4. Pyramid Recreation Centre 5. Register for Programs
*Excluding COVID screening forms page and home page	

Social Media

Platform - Owner	Total # of New Followers	Total Followers
Facebook – Town of St. Marys	25	6,217
Facebook – Pyramid Rec Centre	86	3,504
Facebook – Friendship Centre	53	572
Twitter – Town of St. Marys	23	2,363
LinkedIn – Town of St. Marys	5	231
Instagram – Town of St. Marys	23	1,897
Instagram – Youth Centre	3	288

Current/Ongoing Communications Campaigns

Topic	Tactics
2022 Election	Website, media release, social media, print ads, posters
Wellington Street Reconstruction	Website, media release, social media, newsletters
Community Improvement Plan	Website, media release, social media
Summer Day Camp	Website; social media; email to schools; PRC TV
Scrapbooking Garage Sale	Independent ad; PRC TV; Facebook/Instagram paid ad
Waste Collection Survey	Online survey; social media; Independent ad; website
Childcare Agreement	Media release, website; social media
Lifeguard Training	Email to schools; social media; website; Facebook/Instagram paid ad

Additional Communication Highlights

- Worked with community members to promote donations for Ukrainian refugees (created posters and social media content and used Stonetown Crier column as space to share information)

Tourism and Economic Development:

- Worked with the BIA to host their AGM and finalize budget for 2022
- Assisted the BIA with the search for a new Treasurer

- Held brainstorm sessions with internal departments for information gathering about the Milt Dunnell Field revitalization project. Met with Public Works, Community Services and Building and Planning gathering needs, wants, things to consider for the park.
- Posted an RFP for the Signage and Wayfinding Implementation
- Along with the Manager of Cultural Services, met with the owner of 135 Queen St. (Andrews building) to review plans for the building, grant opportunities and answer any heritage related questions.

Events

- Worked extensively with Homecoming-Heritage committee on July event
- Applied for Stratford Perth Community Foundation grant for picnic project
- One Instagram posts (New highway tourism sign)
- Continued mentoring Events co-op student from DCVI
- Coordinated Service Club Information Night
- Wrote council report about evolution of the Strong as Stone campaign
- Designed Daytripper ad for BIA

VIA/GO Services

Station statistics & Usage data:

- 1) Total phone calls/ travel Inquiries = 47
- 2) Total GO passengers = 94 (43 departing, 51 arriving)
Total GO tickets sold/ printed = 3
- 3) Total VIA passengers = 169 (86 departing, 83 arriving)
Total VIA tickets sold/ printed = 10

SPENDING AND VARIANCE ANALYSIS

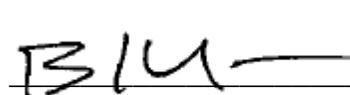
Attached 2022 Tender Summary

REVIEWED BY

Recommended by the Department


 Andre Morin
 Director of Corporate Services/Treasurer

Recommended by the CAO


 Brent Kittmer
 Chief Administrative Officer

2022 PROJECT TENDERS AND RFPs
Updated - April 13, 2022

#	COUNCIL AWARD REPORT	PROJECT DESCRIPTION	STATUS	PROPONENT	APPROVED PROJECT BUDGET	COST (Net of HST Rebate)	VARIANCE \$	VARIANCE %	# of Bids	High Bid (Inclusive of HST)	COMMENTS
1		MOC Boiler Replacement	Awarded	Cubberly Plumbing, Heating & Air Conditioning	\$34,000.00	\$27,742.61	\$6,257 ▲	-18.40%	3	\$42,657.50	
2	PW-11-2022	Wellington St. Reconstruction	Awarded	Lavis Contracting Co. Ltd.	\$2,181,000.00	\$2,319,475.13	-\$138,475 ▼	6.35%	3	\$2,846,283.61	
3		Equipment Roster	Awarded					#DIV/0!			Various companies.
4		Road Condition Assessment	In Development					#DIV/0!			
5		Church Street Retaining Wall	In Development					#DIV/0!			
6		Wellington St. Engineering	In Development					#DIV/0!			
7		Water St. Bridge Repairs	In Development					#DIV/0!			
8	PW-12-2022	Queen St. E Guide Rail Replacement	Awarded	Royal Fence Ltd.	\$60,000.00	\$88,404.00	-\$28,404 ▼	47.34%	2	\$102,146.35	
9	PW-13-2022	Pavement Markings	Awarded	Provincial Road Marking Inc.	\$19,000.00	\$28,952.36	-\$9,952 ▼	52.38%	3	\$271,534.13	Total cost includes \$3,000 for separate centreline painting contract. Successful bid = \$25,952.36.
10	DEV-14-2022	Town Hall & MOC Floor Replacement	Awarded	Adias Impex Ltd. O/A Carpet Plus	\$57,000.00	\$59,204.99	-\$2,205 ▼	3.87%	6	\$139,450.91	
11	n/a	MOC Window Replacement	Awarded	Nirvana Interior Inc.	\$38,000.00	\$36,259.00	\$1,741 ▲	-4.58%	2	\$55,645.72	
12	PW-17-2022	Turf Maintenance Activities	Awarded	St. Marys Landscaping	\$100,000.00	\$148,609.27	-\$48,609 ▼	48.61%	3	\$3,445,493.60	2022 values only; total cost net of HST = \$478,491.42 over 3 years. Future budget amounts TBD later after service delivery review.
13		Single Axle Plow Truck	In Development					#DIV/0!			
14	PW-18-2022	Grand Trunk Trail Staircase	Awarded	VanDriel Excavating Inc.	\$89,000.00	\$123,908.52	-\$34,909 ▼	39.22%	3	\$182,148.47	Expected Donations to assist with costs
15		ERP - Pre-Qualification	Closed		\$250,000.00	\$250,000.00		0.00%	6		Original Scope increased, final scope to be finalized but will be under budget
15	n/a	Lind Sportsplex Retaining Wall	Awarded	Luckhardt Landworks Ltd.	\$15,000.00	\$18,243.53	-\$3,244 ▼	21.62%	2	\$21,162.64	
16		Lind Sportsplex Lobby Door	In Development		\$13,000.00			-100.00%			Originally \$8,000, added \$5,000 to budget for auto door opener for total of \$13,000.
17		Library Southside Exit Door Repl.	Awarded	JSB	\$5,000.00	\$1,864.50	\$3,136 ▲	-62.71%			
18		Pride Banners	Closed		\$3,000.00	\$2,359.61	\$640 ▲	-21.35%			

2022 PROJECT TENDERS AND RFPs
Updated - April 13, 2022

#	COUNCIL AWARD REPORT	PROJECT DESCRIPTION	STATUS	PROPONENT	APPROVED PROJECT BUDGET	COST (Net of HST Rebate)	VARIANCE \$	VARIANCE %	# of Bids	High Bid (Inclusive of HST)	COMMENTS
19		RTU-ACS-1 HVAC Replacement	Awarded	Black & McDonald Ltd.	\$200,000.00	\$159,850.00	\$40,150 ▲	-20.08%	5	\$189,333.79	
20		Evaporative Condenser Replacement	In Development								#DIV/0!
21		Teddy's Field Light Replacement	In Development								#DIV/0!
22		Friendship Centre Engineered Air HVAC Units (3) Repl.	In Development								#DIV/0!
23		Painting LindSportsplex	Open								CANCELLED - Deferred
24		Skate Park Expansion	Open								#DIV/0!
25		Wayfinding Implementation	Open								#DIV/0!
26		Lind Canteen Upgrades	Awarded	JSB	\$15,000.00	\$15,633.39	-\$633 ▼	4.22%			
					\$3,079,000.00	\$3,280,506.92	-\$214,507 ▼	6.54%			



FORMAL REPORT

To: Mayor Strathdee and Members of Council

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

Date of Meeting: 26 April 2022

Subject: **COR 21-2022 CCRF Contribution Agreement**

PURPOSE

To provide Council with the details of the Canada Community Revitalization Fund (CCRF) grant the Town has been successful to receive and request the authority to exercise the contribution agreement.

RECOMMENDATION

THAT COR 21-2022 CCRF Contribution Agreement report be received; and

THAT Council consider By-law 42-2022 authorizing the Chief Administrative Officer and the Treasurer to sign the Contribution Agreement with Her Majesty the Queen in Right of Canada for the Canada Community Revitalization Fund.

BACKGROUND

The Government of Canada released the following grant program in July 2021:

The Canada Community Revitalization Fund (CCRF) is a two-year, \$500 million national infrastructure program to revitalize communities across Canada. Not-for-profit organizations, municipalities and other public institutions, and Indigenous communities can apply for funding for projects that aim to:

- revitalize downtown cores and main streets
- reinvent outdoor spaces
- create green infrastructure
- increase the accessibility of community spaces

REPORT

The Town applied for financial assistance for the development of the Milt Dunnell Field (Flats) project. This initial grant funding of \$250,000 was approved and will assist in the development of the master plan, upgrade the Farmers’ Market area, and upgrade the washroom facilities.

The 2022 approved budget is as follows;

COSTS	
Paving/Parking	\$120,000
Accessible Washroom	\$200,000
Contingency	\$30,000
Signage, fixtures, etc.	\$10,000
Consulting	\$27,500

TOTAL	\$387,500
FUNDING	
Reserve - General Capital	\$137,500
FedDev (confirmed)	\$250,000
TOTAL	\$387,500

The project master planning is currently underway.

FINANCIAL IMPLICATIONS

The amount approved was the full amount the Town requested and included in the 2022 budget.

SUMMARY

The Town has been approved for funding in the amount of \$250,000 from the Canada Community Revitalization Fund.

STRATEGIC PLAN

- Re-Profiling Milt-Dunnell field as the “central park” of St. Marys

OTHERS CONSULTED

Kelly Deeks-Johnson, Manager of Tourism and Economic Development
Lise Beauchamp, CCRF

ATTACHMENTS

Agreement

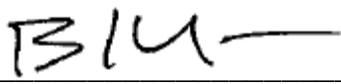
REVIEWED BY

Recommended by the Department



Andre Morin
Director of Corporate Services/Treasurer

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

CANADA COMMUNITY REVITALIZATION FUND

CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of April 11, 2022

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
 (“Her Majesty”) hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario

AND: **CORPORATION OF THE TOWN OF ST. MARYS**
 (“Recipient”) a Municipality established under the laws of **Ontario.**

WHEREAS the Federal Economic Development Agency for Southern Ontario was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

WHEREAS as part of the Southern Ontario Prosperity Program, the Minister has established the *Canada Community Revitalization Fund* to help communities, cities and towns build and improve their infrastructure to bring people back to public shared spaces safely, and to create jobs and stimulate local economies as they recover from the social and economic disruptions associated with the COVID-19 outbreak;

WHEREAS the Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;

WHEREAS the Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient’s Eligible and Supported Costs (as defined herein) of the Project.

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of the Project (as defined herein).

2. Interpretation

2.1 Definitions. In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Agency means the Federal Economic Development Agency for Southern Ontario.

Agreement means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

Cash Flow Projection of the Project means a spreadsheet presentation of the Project’s projected total quarterly revenues and expenses for the duration of the Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.

CCRF means the Canada Community Revitalization Fund.

Completion Date means the Project completion date, December 31, 2022

Contribution means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.

Control Period means the period of **four (4)** years following the period determined in Subsection 3.1 as the duration of the Agreement.

Date of Acceptance means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

Eligibility Date means April 19, 2021.

Eligible Costs means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out the Project.

Eligible and Not-Supported Costs means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.

Eligible and Supported Costs means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Memorandum.

Event of Default means the events of defaults described in Subsection 12.1 hereof.

Fiscal Year means the Government of Canada’s fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

Minister means the Minister responsible for the Agency or any one or more of the Minister’s representatives.

Parties means the Minister and the Recipient and **Party** means any one of them.

Program Completion Date means March 31, 2023.

Project means the project described in Annex 1 – Statement of Work.

Southern Ontario includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

Annex 1 - Statement of Work
Annex 2 - Costing Guideline Memorandum
Annex 3 - Reporting Requirements
Annex 4 - Federal Visibility Requirements

3. Duration of Agreement

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
- i) the completion of the Project to the satisfaction of the Minister; or
 - ii) the Completion Date.

- (b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

- 3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support
 Subsection 6.8 – Overpayment or non-entitlement
 Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation
 Subsection 8.1c) - Representations
 Section 11 – Indemnification and Limitation of Liability
 Section 12 – Default and Remedies
 Section 14 – General
 Annex 3 – Reporting Requirements – Section 3

- 3.3 **Commencement.** The Recipient agrees to commence the Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

4. **The Contribution**

- 4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:

(a) *Seventy-five percent (75%)* of total Eligible and Supported Costs of the Project incurred by the Recipient; and

(b) *Two Hundred and Fifty Thousand Dollars (\$250,000)*

- 4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.

- 4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.

- 4.4 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

- 4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:

(a) the Project is completed to the satisfaction of the Minister;

(b) the Recipient has satisfied all the conditions of this Agreement;

(c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;

(d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and

(e) the Minister has approved the final claim described in Subsection 6.6.

5. **Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.

- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

6. Claims and Payments

6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project costs in respect of this Agreement, separate and distinct from any other sources of funding.

6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:

- (a) an itemized summary by cost category of Eligible and Supported Costs incurred in the form and substance prescribed by the Minister;
- (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
- (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
- (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs within:

- (a) sixty (60) calendar days from the Date of Acceptance of this Contribution Agreement; or
 - (b) sixty (60) calendar days from the date of Project commencement,
- whichever is the later.

6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before February 25th of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than February 25th, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.

6.5 Advance Payments.

- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for Eligible and Supported Costs up to twenty-five percent (25%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
 - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
 - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.
- (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:
 - (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
 - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;

- (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
 - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.6 **Final Claim Procedures.**

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible and Supported Costs, previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
 - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of the Project;
 - (iii) a final report on the Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
 - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs incurred to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date the Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

6.7 **Payment Procedures.**

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.8 **Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 14.2 of this Agreement.

6.9 **Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during the Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.

7. Reporting, Monitoring, Audit and Evaluation

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister’s satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or the Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister’s discretion may require;
 - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project and compliance with the terms of this Agreement; and
 - (c) supply promptly, on request, such other reports or data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister’s own expense, and as and when the Minister determines necessary, to perform audits of the Project costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister’s expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General’s cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
 - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

- 8.1 **Representations.** The Recipient represents and warrants that
- (a) it is a Municipality and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it

has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;

- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and the Project and will maintain such for the duration of the Agreement and the Control Period;
- (d) signatories to this Agreement, on behalf of the Recipient, have been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable to bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate; and
- (j) it is located in Southern Ontario.

8.2 Covenants. The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project, and shall carry out the Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change to any aspect of the Project or to the management of the Project or the Recipient;
- (c) it shall not make any changes to its objectives or purpose as stated in its constating documents without the prior written consent of the Minister;
- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.

- 8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

9. **Official Languages**

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic Project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that main signage components related to the Project will be in both official languages; and
- (e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

10. **Environmental and Other Requirements**

- 10.1 The Recipient represents and warrants that the Project is not a "designated project" or a "project" under the applicable federal environmental and impact assessment legislation.
- 10.2 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 10.3 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.
- 10.4 If, as a result of changes to the Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for the Project, the Recipient agrees that construction of the Project or any other physical activity that is carried out in relation to the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for the Project unless and until:
- (a) where the Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
 - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Project; or
 - (ii) a decision statement in respect of the Project is issued to the Recipient that:
 - 1) the Project is not likely to cause significant adverse environmental effects;
 - 2) the Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of the Project; or
 - 3) the adverse effects with respect to the impact assessment of the Project are in the public interest,
 - (b) where the Project is a "project" under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Project:
 - (i) is not likely to cause significant adverse environmental effects; or
 - (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and

- (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.

10.5 **Indigenous consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

11. Indemnification and Limitation of Liability

11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or any other aspect thereof;
- (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; and
- (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.

11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12. Default and Remedies

12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
- (b) the Project is not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister's satisfaction by the Completion Date or the Project is abandoned in whole or in part;
- (c) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith;
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;
- (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
- (g) the Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;

- (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
 - (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
 - (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;
 - (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; [or]
 - (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.
- 12.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.
- 12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:
- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
 - (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
 - (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.
- 12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.
- 13. Miscellaneous**
- 13.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- 13.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.
- 13.3 The Recipient represents and warrants that:
- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;

- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
 - (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
 - (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.
- 13.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 12.3.

14. General

- 14.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 14.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 14.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 14.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 14.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 14.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 14.7 **Confidentiality.** Subject to the *Access to Information Act (Canada)*, the *Privacy Act*, the *Library and Archives Act of Canada* and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 14.8 **International Disputes.** Notwithstanding Subsection 14.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.
- 14.9 **Sharing of Information.** Notwithstanding Subsection 14.7 of this Agreement, by entering into this Agreement, the Recipient agrees that the Minister is authorized to share information pertaining to the Recipient, to its application for funding and/or this Agreement with Government of Canada departments and Crown corporations for the purposes of monitoring a funding agreement, avoiding fraud or non-compliance; and to support transparency and accountability. Disclosure of this

information is subject to the relevant privacy and confidentiality laws including without limitation the *Privacy Act*.

- 14.10 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 14.11 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 14.12 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 14.13 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 14.14 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 14.15 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 14.16 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 14.17 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 14.18 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 14.19 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient's publicly available business information about the Project (e.g. brochures, awareness, packages, etc.).
- 14.20 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

15. **Notice**

- 15.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered

shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

15.2 All notices must be sent to the following addresses:

To the Minister

Federal Economic Development Agency for
Southern Ontario
101-139 Northfield Drive West
Waterloo, ON N2L 5A6

**Attention: Canada Community
Revitalization Fund**

Email: fdo.ccrf-fcrc.fdo@feddevontario.gc.ca

To the Recipient

Corporation of the Town of St. Marys
175 Queen Street East, PO Box 998
St Marys, ON, N4X 0A6

Attention: André Morin

Email: amorin@town.stmarys.on.ca

15.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

16. Special Conditions

16.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer’s certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient’s constating documents, by-laws and resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister’s satisfaction:
 - (i) documents or evidence confirming Project financing has been secured.
 - (ii) a copy of the Recipient’s conflict of interest policy
 - (iii) a copy of the Recipient’s procurement policy

16.2 The Recipient represents and warrants that the Cash Flow Projection of the Project represented in Annex 1 – Statement of Work accurately reflects the projected cash flow of the Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister’s prior written consent to such changes.

[remainder of page intentionally left blank]

17. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 1000692

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: **Lafrance, Joel** Digitally signed by Lafrance, Joel
DN: C=CA, O=GC, OU=FEDDEVONT, CN="Lafrance, Joel"
Reason: I am approving this document
Location: your signing location here
Date: 2022.04.11 10:07:20-04'00"
Foxit PDF Editor Version: 11.1.0

Joël Lafrance, Acting Manager
Canada Community Revitalization Fund
Federal Economic Development Agency
for Southern Ontario

CORPORATION OF THE TOWN OF ST. MARYS

Per: _____ Date: _____
Andre Morin
Director of Corporate Services/Treasurer

I have authority to bind the corporation.

Per: _____ Date: _____
Brent Kittmer
Chief Administrative Officer

I have authority to bind the corporation.

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK
1000692 – TOWN OF ST. MARYS

Primary Project Location: 1 Veterans Circle, St. Marys, N4X1B6
 Project Start Date: September 01, 2021
 Project Completion Date: December 31, 2022

Project Description/Purpose/Objective

By December 31, 2022, the Town of St.Marys will support the relocation and expansion of the Town Farmer's Market to Milt Dunnell Field ("the Flats") and the addition of accessible parking, pathway, and public washroom facilities. The Farmer's Market currently occupies a 1,080-m2 space and this project will support the creation of a 2,990-m2 dedicated paved space, which will increase the market size by nearly 180% to allow for physical distancing between stalls and market goers and provide access for those with mobility concerns.

Activities

Activity	Estimated Completion Date
Develop Master Plan for the “Flats”	July 31, 2022
Design and Procurement	August 31, 2022
Paving of parking lot (including the creation of accessible parking)	October 31, 2022
Construction of accessible washroom facility	December 15, 2022

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

Expected Results of the Project

- The Town of St. Marys has increased the downtown space for farmers market by nearly 180% including the addition of accessible parking, pathway, and public washroom facilities to support physical distancing and improving access for those with mobility concerns.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

Key Project Impacts

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

Mandatory Indicators

Measurement	At Project End
Total cash leveraged	\$137,500
Number of community public spaces created	0
Number of community public spaces expanded	1
Number of community public spaces improved	1

Jobs (Mandatory)

Jobs	Number of full-time equivalents ¹				Total
	Created		Maintained ²		
	Permanent ³	Temporary ⁴	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0

¹Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

²Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

³Permanent job is a position without a fixed end date.

⁴Temporary job is defined as a temporary or contract position with a fixed end date.

Project Costs & Financing

COSTS	Eligible & Supported ^{1,2}		Eligible & Not Supported	Ineligible	Total	
CAPITAL COSTS						
Facility construction/renovations ⁵	\$ 295,833	89%	\$ 54,167	\$ 0	\$ 350,000	90%
Equipment purchases/installation ⁶	\$ 10,000	3%	\$ 0	\$ 0	\$ 10,000	3%
NON-CAPITAL COSTS						
Labour (employees)	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Expertise (consulting, contract) ⁷	\$ 10,000	3%	\$ 0	\$ 0	\$ 10,000	3%
Project Management ⁸	\$ 17,500	5%	\$ 0	\$ 0	\$ 17,500	5%
TOTAL	\$ 333,333	100%	\$ 54,167	\$ 0	\$ 387,500	100%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 250,000	75%			\$ 250,000	65%
Other Federal	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Provincial	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
Municipal	\$ 83,333	25%	\$ 54,167	\$ 0	\$ 137,500	35%
Other Private (Equity/Financing)	\$ 0	0%			\$ 0	0%
Applicant Equity / Financing	\$ 0	0%	\$ 0	\$ 0	\$ 0	0%
TOTAL	\$ 333,333	100%	\$ 54,167	\$ 0	\$ 387,500	100%

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR ³	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2022-23	\$ 333,333	\$ 250,000	75%
TOTAL	\$ 333,333	\$ 250,000	75%

STACKING CALCULATION	Eligible Capital Costs	Eligible Non-Capital Costs
Total Eligible Costs⁴	\$ 360,000	\$ 27,500
Total Government Contributions	\$ 360,000	\$ 27,500
Stacking %	100%	100%
Stacking Limit	100%	100%

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
3. FedDev Ontario's contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Eligible Facility Construction/Renovation costs including but not be limited to the paving of the parking lots and the accessible washroom facility.
6. Equipment purchases and installation costs include, but are not be limited to, signage, picnic tables, benches/seating.
7. Expertise costs include, but are not limited to, incremental fees paid to professional, technical personnel, consultants, engineers or contractors.
8. Project Management costs include, but are not limited to, costs associated with the oversight and administration of the project such as the costs of a public announcement, an official ceremony, of required temporary or permanent signage, environmental assessments, or monitoring and follow-up activities.

CANADA COMMUNITY REVITALIZATION FUND

COSTING GUIDELINE MEMORANDUM

1.0 General Conditions

- 1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:
- (a) directly related to the intent of the Project;
 - (b) reasonable;
 - (c) appear in Annex 1 - Statement of Work;
 - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
 - (e) incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Transportation

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel, where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

2.2 Audit of Project Costs Claimed

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Consultants

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

2.4 Calculation of Direct Labour

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward the Project will include only that time worked directly on the Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

2.5 Sales Taxes

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

2.6 Carbon Offset Credits

Eligible and Supported Costs include the purchase of eligible carbon offset credits from a vendor which has received third-party verification and adheres to internationally agreed standards including: Gold Standard, VER+, VERRA (formerly VCS, Verified Carbon Standard), and B.C. Offset System, and where the purchase of said eligible carbon offset credits are for events, conferences and travel related the Project, as may be permitted hereunder.

3.0 Ineligible Costs

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) refinancing;
- (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (d) depreciation or amortization expenses;
- (e) interest on invested capital, bonds, debentures, or mortgages;
- (f) bond discount;
- (g) losses on investments, bad debts and any other debts;
- (h) fines or penalties;
- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (l) opportunity costs;

- (m) hospitality and entertainment costs;
- (n) costs of individual membership in a professional body (e.g. professional designations); and
- (o) lobbyist fees.

Annex 3**CANADA COMMUNITY REVITALIZATION FUND****REPORTING REQUIREMENTS**

1. **Reports.** The Recipient shall submit to the Minister a report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on the Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister. The Recipient will include information on their diversity and inclusion approach including baseline information, and report on progress with respect to diversity and inclusion initiatives.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.

CANADA COMMUNITY REVITALIZATION FUND**FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. In order to promote the support received from the Minister, and to raise awareness of the Agency's ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
 - Participate in and assist with the coordination of a public announcement of the Projects in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
 - Highlight project achievements and milestones in the form of public events and/or news releases;
 - Celebrate project completion in the form of a public event and/or news release; and
 - Participate in and assist with activities and projects intended to demonstrate the Agency's impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency's Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient's work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

3. The Recipient agrees to include the appropriate "Government of Canada" wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following the Project Completion Date.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.



FORMAL REPORT

To: Mayor Strathdee and Members of Council

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

Date of Meeting: 26 April 2022

Subject: **COR 22-2022 St. Marys Mobility Capital Request**

PURPOSE

To present Council with the request from the St. Marys and Area Mobility Service for funding in the amount of \$33,323.00 to replace an accessible vehicle from the Provincial Gas Tax funding held by the Town of St. Marys.

RECOMMENDATION

THAT COR 22-2022 St. Marys Mobility Capital Request report be received; and

THAT Council approves the St. Marys and Area Mobility Service for funding up to \$33,323.00 for the purchase of a new accessible vehicle; and

THAT Council approves the funding to be provided from the Provincial Gas Tax reserve fund.

BACKGROUND

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

2022 operating funds by Municipality;

Town of St. Marys	\$19,164
Municipality of Perth South	\$ 2,600
Municipality of Zorra	\$ 1,000
Municipality of Thames Centre	\$ 1,000

In 2022, the Town of St. Marys will receive \$142,538 as part of the Provincial Gas Tax program.

REPORT

A request from the St. Marys and Area Mobility Service is attached.

The St. Marys and Area Mobility Service operates the service using four (4) mobility buses. The Mobility Service is looking at replacing their 2014 Caravan which is approaching end of life. The total cost is expected to be \$68,323, net of HST, for a 2020 replacement vehicle. The Mobility Service has been successful in receiving a grant for \$35,000 from Traditional Mutual Insurance for this project.

The amount requested from the Town is \$33,323.00.

The Provincial Gas Tax funding can only be used for mobility services. The Town provides an operating grant of \$80,000 per year to the Mobility Service for general operating. The balance is kept in reserve fund for capital purchases. The Mobility Service has been proactive in applying and receiving external funding in recent years. In 2020 - \$200,000 was received from LHIN for a new vehicle. As such, the Provincial Gas Tax Reserve Fund has grown and currently has a balance of approximately \$378,000.

Staff agrees that this is a prudent purchase, the funds are available in the reserve fund; and therefore, recommends the transfer of up to \$33,323.00 to the Mobility Service to assist in the capital purchase.

FINANCIAL IMPLICATIONS

If approved, up to \$33,323.00 would be transferred from the Provincial Gas Tax reserve fund. The balance of the reserve fund at the end of 2022 would be expected to remain at approximately \$344,000 for future capital purchases.

SUMMARY

The St. Marys and Area Mobility Service is requesting funding from the Town's Provincial Gas Tax funding for the purchase of replacement accessible vehicle.

STRATEGIC PLAN

Not applicable to this report.

OTHERS CONSULTED

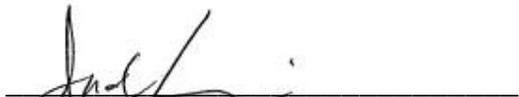
Lauren Beer, St. Marys and Area Mobility Service

ATTACHMENTS

Request Letter – St. Marys and Area Mobility

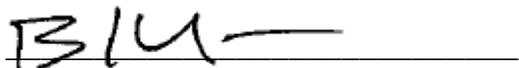
REVIEWED BY

Recommended by the Department



Andre Morin
Director of Corporate Services/Treasurer

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



317 James St. S., P.O. Box 2918, St. Marys, ON, N4X 1A6
Phone: 519-284-4010 Fax: 519-284-0261
mobility@town.stmarys.on.ca

Re: 2022 One-Time Gas Tax Funding Request

To Andre Morin (Town of St Marys Council),

I write to you today to formally request the support of the Town of St Marys in purchasing a new vehicle for St Marys and Area Mobility Service. We are requesting one-time financial support, through Gas Tax funding, totaling **\$33,323.00**.

In March 2022, St Marys Mobility was notified by Tradition Mutual Insurance that our request for funding through their community donation program had been approved, and that \$35,000 would be allocated to our service for the purchase of a new accessible caravan. This contribution totals half of the total cost for a new accessible vehicle for our service.

We ask at this time that the Town of St Marys Council consider approving the one-time use of Gas Tax funding to cover the remaining cost of replacing the oldest vehicle in the St Marys Mobility fleet. This new addition will allow our growing operation to continue providing transportation support to individuals living in our community. In 2019 St Marys Mobility provided over 13000 trips for seniors and people with disabilities in our local area. Rides to medical appointments, Adult Day Programs, social events and shopping and errands all support the independence and wellbeing of people in our community.

I would like to thank St Marys Town Council for their generous support each year, and look forward to exploring the opportunity to continue working together to build a stronger, more accessible community for all who live here. Should you require any additional information, I encourage you to reach out to the mobility office via telephone or email. We look forward to discussing this opportunity further.

Regards,

Lauren Beer
Manager, St Marys & Area Mobility Service



MONTHLY REPORT

To: Mayor Strathdee and Members of Council
From: Emergency Services / Fire Department
Date of Meeting: 26 April 2022
Subject: FD 05-2022 April Monthly Report (Emergency Services)

RECOMMENDATION

THAT FD 05-2022 April Monthly Report (Emergency Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Emergency Responses

During the month of April (11 March – 14 April 2022) the Fire department responded to 09 emergency responses most notably:

- Automatic Alarms – 3 St. Marys
- MVC – 1 Perth South
- Water Rescue – 1 Ethel
- Natural Gas Leak – 1 St. Marys
- CO – 1 St. Marys
- Fire – 2 St. Marys

Swift Water Rescue Operations

St. Marys Firefighters conducted Swift Water Rescue operations in Ethel to try and rescue a lone occupant in a pickup truck that had entered a river. Total Hours – 88

Fire Inspections & Prevention

During the month of April (11 March – 14 April) the Chief Fire Prevention Officer accomplished the following:

Inspections

- 18 Routine
- 11 Follow up & ongoing
- 09 Requests
- 02 site visits (requests for clarification regarding Ontario Fire Codes, fire pit site locations, lock box installation locations).
- 01 Home visit re: smoke alarm/CO detector date and replacement

Public Education

Zoom presentation for a Grade One class on Fire Prevention Officer duties and responsibilities as well as fire safety practices.

Fire Inspector project to mentor Fanshawe College fire prevention students. CFPO provides inspections and infractions discovered at various buildings and facilities and the students complete a fire inspection report, using the Fire Codes.

Investigations

- Arson fire in an outdoor washroom
- Improper disposal of smoking materials

Training

- Safely Responding to Emergency Scenes
- Forcible Entry
- Inspections, testing and maintenance of equipment and vehicles

Fire Service Awards Night

- Fire Service Awards Night was held on the 6th of April.
- The following personnel received their Fire service Exemplary Service Medal – Captain Kevin Edwards, Firefighter Jeff Sass and Retired Firefighter Todd Thibodeau
- Lieutenant Phil West was promoted to Captain
- Captain Dale Robinson honoured for his retirement after serving 32 years.

New recruits

- Recruit Firefighter Mike McKone was hired on April 1, 2022
- The second recruit is to conduct his physical fitness appraisal on Sunday April 24, 2022

SPENDING AND VARIANCE ANALYSIS

- Annual Ladder Testing - \$2,050.00
- Rescue Tools – \$2,074.00
- Annual SCBA testing - \$2,806.92
- Ice Water Rescue (Operations & Technician Level training) - \$1,880.32
- Paddles for the Rapid Deployment Craft - \$2,017.76

REVIEWED BY

Recommended by the Department



Richard Anderson
Director of Emergency Services / Fire Chief

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Human Resources

Date of Meeting: 26 April 2022

Subject: HR 04-2022 April Monthly Report (Human Resources)

RECOMMENDATION

THAT HR 04-2022 April Monthly Report (Human Resources) be received for information.

DEPARTMENTAL HIGHLIGHTS

Recruitment

- Currently recruiting for Early Learning Services Supply staff, seasonal lifeguards, contract Adult Learning Instructor and a contract Tourism Coordinator.
- Completed the recruitment and selection and working through the on-boarding process for:
 - Youth & Child Recreation Program Leader
 - Recreation Attendants
 - Educator Assistants (Internal)
 - ELS Program Assistant
 - Supply Staff
 - Senior Services Program Assistant
 - Summer Reading Program Coordinator
 - Museum Assistants
 - Canteen staff (Quarry)
 - Bartenders (Internal)
 - Lifeguards

Employee Engagement

- Presented proposed Recognition Program changes to the Senior Leadership Team
- Working with STEAM to create activities to acknowledge Mental Health Week (May 2-8, 2022 #GetReal).
- Booking dates for in-person celebrations, Mayor/CAO BBQ – Wednesday, July 13, 2022, and the Christmas Party – Saturday, November 26, 2022. Details to follow as the dates near.

HR Systems/ Admin.

- Tracking & uploading annual performance reviews.
- Conducted Employee Self-Serve/Electronic Timesheet training sessions and benefit enrollment for new staff.
- Continued troubleshooting InfoHR issues as a result of version update and moving to the cloud. All seems to be resolved now.

- Working with the Early Learning Services manager to plan out a food services audit to be conducted in May.
- Assisted the Aquatics division and the Tourism and Economic Development division in creating new job descriptions and facilitated the job evaluation process for the new and revised positions.
- Attended a Municipal Human Resources Association meeting focusing on Covid-19/ vaccination policy status and legislative updates.
- Creating a Right to Disconnect policy (June 2022 requirement).
- Researching the new requirement for a policy on Electronic Monitoring of Employees (October 2022 requirement).
- Conducting a revision of the Remote Work policy after a review of the policy at the Senior Management level.
- Sent out the monthly policy for review. This month was the Rzone Respect and Responsibility policy.

Health & Safety/ Training

- Assigned HR Downloads training on Ladder Safety to the Public Works operators.
- Completed Standard First Aid/ CPR-C training (online & in-person).

Payroll and Benefits

- Completed and submitted report on hiring to Service Canada for March 2022.
- Compiled 2018 Election staffing data for Clerk's Department to assist with 2022 Election cost projection.
- Completed 2022 first quarter balancing of clearing accounts.
- Updated Volunteer Firefighter calls and practices tracking and payment worksheets.
- Processed Records of Employments for staff who have resigned or end of employment contracts.
- Started the 2023 Payroll Budget sheets.

SPENDING AND VARIANCE ANALYSIS

None to report.

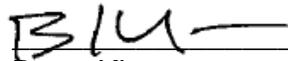
REVIEWED BY

Recommended by the Department



 Lisa Lawrence
 Director of Human Resources

Recommended by the CAO



 Brent Kittmer
 Chief Administrative Officer

MONTHLY REPORT

To: Mayor Strathdee and Members of Council

From: Public Works

Date of Meeting: 26 April 2022

Subject: PW 32-2022 April Monthly Report (Public Works)

RECOMMENDATION

THAT PW 32-2022 April Monthly Report (Public Works) be received for information.

DEPARTMENTAL HIGHLIGHTS

General Administration

- Green Committee
 - April meeting is scheduled for April 27, 2022. Committee to review the results of the Curbside Collection Survey and make recommendations to Council regarding levels of service.
- Traffic and Parking
 - Begin background work for a St. Marys Road Safety Plan
 - As of May 1st, residents may park overnight on the road allowance excluding the downtown core.
- Playground Policy
 - The Town is required to create a playground policy, administration staff working with Parks Operators to create the first draft.
- Green Initiative Awareness Program
 - Program launched on March 8, 2022. Submissions close on March 18, 2022.
 - Seeking submissions regarding how small businesses are reducing waste in St. Marys.
 - Green Committee review submissions on March 30, 2022.
 - Promotion campaigns the week of April 18, 2022
- Corporate Climate Change Action Plan (CCAP)
 - Draft framework presented to the Strategic Priorities Committee on March 14/2022.
 - Internal consultation with various Town Departments to commence March 21/2022. Departments to help identify short-term, mid-term and long-term initiatives to help mitigate and adapt to climate change. Encouraging the corporation to take on a climate-lens.
 - Anticipate presenting a second draft to the Green Committee in either May or June.

Environmental Services (Water, Wastewater, Solid Waste Collection, Management and Landfill)

- Aeration cell clean outs and “O” ring replacements completed
 - Preparation work to ensure smoother piping replacement later in 2022
- MECP Annual Drinking Water Inspection completed – Separate report to Council
- Multiple sanitary sewer assessments completed
 - Repair activities in progress where required.

- Hazardous and Special Product Event held at MOC
 - 232 vehicles processed during four-hour event
- Environmental Drilling program undertaken at Landfill
 - Six (6) boreholes advanced and 4 groundwater monitoring wells installed to support landfill EA activities and MECP Concerns
- Landfill EA Program
 - Details under separate report

Public Works Operations

- Winter Maintenance period ends on April 30, 2022 – Department will alter functions at this time
 - Anticipate commencing rolling of boulevards after April 30, 2022, after this activity, the Operators will begin Town-wide sod repairs
- Annual spring sweeping program has commenced – first pass to be completed by mid-April
- Provided assistance to various subdepartments, including:
 - Repair sewer line at the Museum
 - Sewer repair on Elgin Street East
 - Flushing of Trailside Sewer
 - Turning compost at the landfill
 - Sand delivered to PRC for ice removal
- Assist with various burials
- Assist with crossing guard duties
- Hauling yard waste to the Landfill Site

Parks, Trails, Tree Management, Beautification

- Spring switchover is ongoing
 - Picnic tables, garbage cans and Downtown benches have been deployed
 - Garbage is removed from receptacles twice a week
 - Playgrounds are now open, and staff perform weekly and monthly inspections
 - Playground have had wood chips added to surfaces
 - Rolling of sports fields
 - Switchover to summer equipment
 - Placement of new gravel on trails and commenced grooming routines
- Tree Maintenance
 - Work orders for larger trees and diagnoses sent over to Davey Trees
 - Preparing stump grinding activities, Town to complete the majority of stumps, but will need to contract out at least three stumps due to their size
- Meadowridge Natural Area
 - Tree planting to take place on April 22, 2022, in coordination with UTRCA and local schools. Anticipate that approximately 400 trees will be planted, all trees are funded via donation.
 - Coordinate installation of trail with Public Works Operations.

Capital Projects and Engineering

- Wellington Street Reconstruction
 - Gas main replacement works between Jones Street and the Wellington Bridge – Ongoing
 - Works between Queen Street and Jones Street – Completed
 - Works between North of Queen St and Bridge – Ongoing (anticipated to be complete in 2 weeks)
 - Lavis Contracting
 - Mobilized between Park Street and Elgin Street (Foodland Entrance)

- Asphalt removal is complete
 - Sanitary spot repairs and water service replacement starting the week of April 19th
- Working with landowners for vehicular and pedestrian access from Church Street and Water Street for rear entrance access – Complete
 - Some moderate improvements required to create access
 - Pending occupiers’ insurance and agreements
- Park Street Bridge
 - Contractor to mobilize for April 25th, completion June 1st
 - Bridge will be closed during the construction process, and detour route will be installed
- Queen Street Railing
 - Project largely complete with parapet custom mounts – Pending
- Emily Street Staircase Replacement
 - Contractor to start early May
 - Asbestos abatement / management plan in place in case material is found
- Sign Reflectivity
 - Annual MMS Sign Inspections – going

SPENDING AND VARIANCE ANALYSIS

Emergency Sanitary System Repair on Huron Street:

On April 20 the Town was made aware of a sanitary sewer system blockage at Queen Street E and Huron Street. After completing investigations, OCWA has confirmed there to be at least 100 m of failed sanitary main on Huron Street that requires immediate replacement. Replacement is required to protect the collection system, to protect the Queen Street lift station, and to prevent back-ups into private property.

The CAO authorized this work to proceed under the “time sensitive works” emergent provisions of the procurement by-law. Lavis Contracting will be completing the work for the Town, with BM Ross providing site supervision. Lavis will move their crew from the Wellington Street reconstruction project to Huron Street to complete this emergency work, which is forecasted to take 2-3 weeks to complete. This will result in a delay in the Wellington Street project which will be communicated to residents affected by that project.

OCWA will be completing further camera inspections to confirm the scope of replacement required on Huron Street. Once the total length of sanitary sewer main to be replaced is known, staff will update Council with a cost projection for this work. Payment to Lavis will be on a time and material basis. As site supervisor, BM Ross will review and confirm all invoices to the Town.

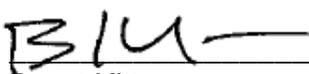
REVIEWED BY

Recommended by the Department



 Jed Kelly
 Director of Public Works

Recommended by the CAO



 Brent Kittmer
 Chief Administrative Officer



INFORMATION REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Dave Blake, Environmental Services Manager

Date of Meeting: 26 April 2022

Subject: **PW 28-2022 Annual Drinking Water Inspection Report**

INFORMATION

This report presents information to Council regarding the Annual Drinking Water System Inspection for the St. Marys Water System. This report is intended to advise Council of the completion of the inspection report, the subsequent findings and the overall system score received.

RECOMMENDATION

THAT Report PW 28-2022, Annual Drinking Water Inspection Report be received for information.

BACKGROUND

Each year, the Safe Drinking Water Branch of the Ontario Ministry of Environment, Conservation and Parks completes a thorough inspection of the Town's drinking water system and reviews records for the previous year's inspection period. Following the inspection, a "Drinking Water Inspection Report" is drafted which outlines non-compliance, if any, with Ministry legislation, and policies.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles of the Inspection, Investigation & Enforcement (II&E) Secretariat and advice from internal / external risk experts. The Inspection Summary Rating Record provides the Ministry, the system owner and the local Public Health unit with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance.

Scores are based of our 100%, with deductions occurring for non-compliance items (expressed as "Inspection Risk Rating"), based on the applicable risk score.

REPORT

On February 8, 2022, an inspector from the Safe Drinking Water Branch visited the Town of St. Marys to complete an inspection for the period of May 1, 2020 through December 31, 2021. The Operating Authority attended the sites within the Town's drinking water system with the inspector to explain the processes and how the system functions. The Operating Authority, in collaboration with Town staff provided the inspector with historical data from the system for the above mentioned inspection period for review as part of the inspection process. Since that time, the inspector has completed their review of the data and have provided the Town with the Final Drinking Water System Inspection Report.

The results of the report indicated that there was one (1) non-compliance consisting of the following:

All UV sensors were not checked and calibrated as required. Schedule E of the Municipal Drinking Water Licence (056-101) requires duty UV sensors to be checked as least monthly against a reference UV sensor or at a frequency as otherwise recommended by the UV Equipment manufacturer. Schedule 6-1.1 defines monthly as 20-40 days since the previous

equipment check. There was a few occasions during the inspection review period where the equipment checks were outside of the 20-40 days.

There are no further requirements as the operating authority has confirmed that they have updated their sampling schedule calendar to identify monthly UV reference sensor checks.

[Inspection Rick Rating: 2.66%]

Specifically, to address the identified non-compliance, the Operating Authority updated their 2022 Sampling Schedule (calendar) to identify monthly reference sensor checks to comply with the noted regulatory requirements. This includes the calendar identifying the number of days from the previous reference sensor checks.

The overall inspection rating received was 97.34%.

SUMMARY & IMPLICATIONS

There are no implications as a result of this inspection. The inspection of the drinking water system occurs on an annual basis and as such, staff time has been accounted for with regards to data generation, reporting, etc. required as part of the inspection.

STRATEGIC PLAN

Not applicable to this report.

OTHERS CONSULTED

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

Adam McClure, Operations Manager – Ontario Clean Water Agency

ATTACHMENTS

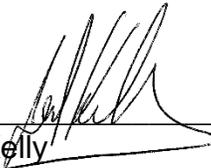
Attachment No. 1 – St. Marys Drinking Water Inspection Report, 2022

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

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement, de la Protection
de la nature et des Parcs



Drinking Water and
Environmental Compliance
Division

Division de la conformité en matière d'eau
potable et d'environnement

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File No. SI-PE-SM-WE -540 WW# 220000521

March 21, 2022

The Corporation of the Separated Town of St. Marys
408 James Street South
St. Marys, Ontario, N4X 1B6

Attention: Mr. Dave Blake, Supervisor of Environmental Services

Re: St. Marys Drinking Water System (Water Works #220000521)
Inspection conducted on February 8, 2022

The enclosed Drinking Water Inspection Report outlines non-compliance, if any, with Ministry legislation, and policies for the above noted water system. Violations noted in this report, if any, have been evaluated based on community risk. These violations will be monitored for compliance with the minimum standards for drinking water in Ontario as set forth under the *Safe Drinking Water Act* and associated regulations. Where risk is deemed to be high and/or compliance is an ongoing concern, violations will be forwarded to this Ministry's Investigation and Enforcement Branch.

Section 19 of the *Safe Drinking Water Act* (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councillors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in "*Taking Care of Your Drinking Water: A guide for members of municipal council*" found under "Resources" on the Drinking Water Ontario website at www.ontario.ca/drinkingwater.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles of the Inspection, Investigation & Enforcement (II&E) Secretariat and advice of internal/external risk experts. The Inspection Summary Rating Record (IRR) provides the Ministry, the system owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance.

Please note the attached IRR methodology memo describing how the risk rating model has improved to better reflect the health related and administrative non-compliance found in an inspection report. IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspector's Annual Report. If you have any questions or concerns regarding the rating, please contact Mark Smith, Water Compliance Team Supervisor, at (519) 873-5122.

If you have any questions regarding the report, please feel free to call me at (519) 671-2343.

Yours truly,



Stephen Dunn
Provincial Officer
London District Office

CC. Perth District Health Unit
Upper Thames River Conservation Authority
London District File



ST MARYS DRINKING WATER SYSTEM
55 ST GEORGE ST N, ST. MARYS, ON,
Inspection Report

System Number: 220000521
Inspection Start Date: 01/17/2022
Inspection End Date: 03/21/2022
Inspected By: Stephen Dunn
Badge #: 1097

A handwritten signature in black ink, appearing to read "S. Dunn", written over a horizontal line.

(signature)

NON-COMPLIANCE/NON-CONFORMANCE ITEMS

The following item(s) have been identified as non-compliance/non-conformance, based on a "No" response captured for a legislative or best management practice (BMP) question (s), respectively.

Question Group: Treatment Processes

Question ID	MRDW1042000	
Question	Question Type	Legislative Requirement
If UV disinfection is used were duty sensors and reference UV sensors checked and calibrated as per the requirements of Schedule E of the MDWL or at a frequency as otherwise recommended by the UV equipment manufacturer?	Legislative	SDWA 31 (1)
Observation/Corrective Action(s)		
<p>All UV sensors were not checked and calibrated as required. Schedule E of Municipal Drinking Water Licence #056-101 requires duty UV sensors to be checked at least monthly against a reference UV sensor or at a frequency as otherwise recommended by the UV equipment manufacturer. Schedule 6-1.1 defines monthly as 20 to 40 days since the previous equipment check. There were a few occasions during the inspection review period where the equipment checks were outside of the 20 to 40 days.</p> <p>There are no further requirements as the operating authority has confirmed that they have updated their sampling schedule calendar to identify the monthly UV reference sensor checks.</p>		

INSPECTION DETAILS

This section includes all questions that were assessed during the inspection.

Ministry Program: Regulated Activity: DRINKING WATER : DW Municipal Residential

Question ID	MRDW1001000	
Question	Question Type	Legislative Requirement
What was the scope of this inspection?	Information	Not Applicable
Observation		
<p>The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment, and distribution components as well as management practices.</p> <p>This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.</p> <p>This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.</p> <p>Provincial Officer Stephen Dunn conducted a physical inspection of the St. Marys Drinking Water System Water Works # 220000521 on February 8, 2022.</p> <p>Documents reviewed in association with this report include but are not limited to:</p> <p>1/ Ministry of the Environment Drinking Water Works Permit # 056-201 2/ Ministry of the Environment Municipal Drinking Water Licence # 056-101</p> <p>Other operational documents maintained by the owner/operating authority for the period May 1, 2020 through December 31, 2021 were also reviewed in conjunction with this compliance evaluation.</p>		

Question ID	MRDW1000000	
Question	Question Type	Legislative Requirement
Does this drinking water system provide primary disinfection?	Information	Not Applicable
Observation		
<p>This Drinking Water System provides for both primary and secondary disinfection and distribution of water.</p>		

Question ID	MRDW1007000	
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Question	Question Type	Legislative Requirement
Is the owner maintaining the production well(s) in a manner sufficient to prevent entry into the well of surface water and other foreign materials?	Legislative	SDWA O. Reg. 170/03 1-2 (1)
Observation		
The owner was maintaining the production well(s) in a manner sufficient to prevent entry into the well of surface water and other foreign materials.		

Question ID	MRDW1009000	Question	Question Type	Legislative Requirement
		Are measures in place to protect the groundwater and/or GUDI source in accordance with any MDWL and DWWP issued under Part V of the SDWA?	Legislative	SDWA 31 (1)
Observation				
Measures were in place to protect the groundwater and/or GUDI source in accordance with any the Municipal Drinking Water Licence and Drinking Water Works Permit issued under Part V of the SDWA.				

Question ID	MRDW1014000	Question	Question Type	Legislative Requirement
		Is there sufficient monitoring of flow as required by the MDWL or DWWP issued under Part V of the SDWA?	Legislative	SDWA 31 (1)
Observation				
There was sufficient monitoring of flow as required by the Municipal Drinking Water Licence or Drinking Water Works Permit issued under Part V of the SDWA.				

Question ID	MRDW1016000	Question	Question Type	Legislative Requirement
		Is the owner in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the MDWL issued under Part V of the SDWA?	Legislative	SDWA 31 (1)
Observation				
The owner was in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the Municipal Drinking Water Licence issued under Part V of the SDWA.				

Question ID	MRDW1030000	Question	Question Type	Legislative Requirement
		Is primary disinfection chlorine monitoring being conducted	Legislative	SDWA O. Reg.

at a location approved by MDWL and/or DWWP issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved?		170/03 7-2 (1), SDWA O. Reg. 170/03 7-2 (2)
Observation		
Primary disinfection chlorine monitoring was conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.		

Question ID	MRDW1033000	
Question	Question Type	Legislative Requirement
Is the secondary disinfectant residual measured as required for the large municipal residential distribution system?	Legislative	SDWA O. Reg. 170/03 7-2 (3), SDWA O. Reg. 170/03 7-2 (4)
Observation		
The secondary disinfectant residual was measured as required for the distribution system.		

Question ID	MRDW1037000	
Question	Question Type	Legislative Requirement
Are all continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or MDWL or DWWP or order, equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6?	Legislative	SDWA O. Reg. 170/03 6-5 (1) 1-4,SDWA O. Reg. 170/03 6-5 (1)5-10,SDWA O. Reg. 170/03 6-5 (1.1)
Observation		
All continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or Municipal Drinking Water Licence or Drinking Water Works Permit or order, were equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6.		

Question ID	MRDW1038000	
Question	Question Type	Legislative Requirement
Is continuous monitoring equipment that is being utilized to fulfill O. Reg. 170/03 requirements performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format?	Legislative	SDWA O. Reg. 170/03 6-5 (1) 1-4
Observation		
Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was performing tests for the parameters with at least the minimum frequency specified in the		

Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format.

Question ID	MRDW1039000	
Question	Question Type	Legislative Requirement
If primary disinfection equipment that does not use chlorination or chloramination is provided, has the owner and operating authority ensured that the equipment has a recording device that continuously records the performance of the disinfection equipment?	Legislative	SDWA O. Reg. 170/03 1-6 (3)
Observation		
The owner and operating authority ensured that the primary disinfection equipment had a recording device that continuously recorded the performance of the disinfection equipment.		

Question ID	MRDW1042000	
Question	Question Type	Legislative Requirement
If UV disinfection is used were duty sensors and reference UV sensors checked and calibrated as per the requirements of Schedule E of the MDWL or at a frequency as otherwise recommended by the UV equipment manufacturer?	Legislative	SDWA 31 (1)
Observation		
<p>All UV sensors were not checked and calibrated as required. Schedule E of Municipal Drinking Water Licence #056-101 requires duty UV sensors to be checked at least monthly against a reference UV sensor or at a frequency as otherwise recommended by the UV equipment manufacturer.</p> <p>Schedule 6-1.1 defines monthly as 20 to 40 days since the previous equipment check. There were a few occasions during the inspection review period where the equipment checks were outside of the 20 to 40 days.</p> <p>There are no further requirements as the operating authority has confirmed that they have updated their sampling schedule calendar to identify the monthly UV reference sensor checks.</p>		

Question ID	MRDW1035000	
Question	Question Type	Legislative Requirement
Are operators examining continuous monitoring test results and are they examining the results within 72 hours of the test?	Legislative	SDWA O. Reg. 170/03 6-5 (1) 1-4, SDWA O. Reg. 170/03 6-5 (1) 5-10
Observation		
Operators were examining continuous monitoring test results and they were examining the results within 72 hours of the test.		

Question ID	MRDW1040000	
Question	Question Type	Legislative Requirement
Are all continuous analysers calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation?	Legislative	SDWA O. Reg. 170/03 6-5 (1) 1-4,SDWA O. Reg. 170/03 6-5 (1)5-10
Observation		
All continuous analysers were calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation.		

Question ID	MRDW1108000	
Question	Question Type	Legislative Requirement
Where continuous monitoring equipment used for the monitoring of free chlorine residual, total chlorine residual, combined chlorine residual or turbidity, required by Regulation 170, an Order, MDWL, or DWWP issued under Part V, SDWA, has triggered an alarm or an automatic shut-off, did a qualified person respond in a timely manner and take appropriate actions?	Legislative	SDWA O. Reg. 170/03 6-5 (1) 1-4,SDWA O. Reg. 170/03 6-5 (1)5-10,SDWA O. Reg. 170/03 6-5 (1.1)
Observation		
Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.		

Question ID	MRDW1109000	
Question	Question Type	Legislative Requirement
If the system uses equipment for primary disinfection other than chlorination or chloramination and the equipment has malfunctioned, lost power or ceased to provide the appropriate level of disinfection, causing an alarm or an automatic shut-off, did a qualified person respond in a timely manner and take appropriate actions?	Legislative	SDWA O. Reg. 170/03 1-6 (1)
Observation		
When the primary disinfection equipment, other than that used for chlorination or chloramination, has failed causing an alarm to sound or an automatic shut-off to occur, a certified operator responded in a timely manner and took appropriate actions.		

Question ID	MRDW1018000	
Question	Question	Legislative

	Type	Requirement
Has the owner ensured that all equipment is installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit?	Legislative	SDWA 31 (1)
Observation		
The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.		

Question ID	MRDW1020000		
Question	Question Type	Legislative Requirement	
Is the owner/operating authority able to demonstrate that, when required during the inspection period, Form 1 documents were prepared in accordance with their Drinking Water Works Permit?	Legislative	SDWA 31 (1)	
Observation			
The owner/operating authority was in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit during the inspection period. Form 1's were completed for the installation of watermains on James Street North, Waterloo Street and in the Thames Crest subdivision.			

Question ID	MRDW1021000		
Question	Question Type	Legislative Requirement	
Is the owner/operating authority able to demonstrate that, when required during the inspection period, Form 2 documents were prepared in accordance with their Drinking Water Works Permit?	Legislative	SDWA 31 (1)	
Observation			
The owner/operating authority was in compliance with the requirement to prepare Form 2 documents as required by their Drinking Water Works Permit during the inspection period. There was one Form 2 completed for the replacement of the automatic electronic actuator on the 12" gate valve at Well #2A, installation of a bypass valve at Well 3, and HMI computer replacement at Well #1 and the WPCP.			

Question ID	MRDW1023000		
Question	Question Type	Legislative Requirement	
Do records indicate that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a DWWP and/or MDWL issued under Part V of the SDWA at all times that water was being supplied to consumers?	Legislative	SDWA O. Reg. 170/03 1-2 (2)	
Observation			

Records indicated that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a Drinking Water Works Permit and/or Municipal Drinking Water Licence issued under Part V of the SDWA at all times that water was being supplied to consumers.

Question ID	MRDW1024000	
Question	Question Type	Legislative Requirement
Do records confirm that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined?	Legislative	SDWA O. Reg. 170/03 1-2 (2)
Observation		
Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.		

Question ID	MRDW1025000	
Question	Question Type	Legislative Requirement
Were all parts of the drinking water system that came in contact with drinking water (added, modified, replaced or extended) disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit?	Legislative	SDWA 31 (1)
Observation		
All parts of the drinking water system were disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit.		

Question ID	MRDW1026000	
Question	Question Type	Legislative Requirement
If primary disinfection equipment that does not use chlorination or chloramination is provided, is the equipment equipped with alarms or shut-off mechanisms that satisfy the standards described in Section 1-6 (1) of Schedule 1 of Ontario Regulation 170/03?	Legislative	SDWA O. Reg. 170/03 1-6 (1)
Observation		
The primary disinfection equipment was equipped with alarms or shut-off mechanisms that satisfied the standards described in Section 1-6 (1) of Schedule 1 of Ontario Regulation 170/03.		

Question ID	MRDW1062000	
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Question	Question Type	Legislative Requirement
Do records or other record keeping mechanisms confirm that operational testing not performed by continuous monitoring equipment is being done by a certified operator, water quality analyst, or person who meets the requirements of O. Reg. 170/03 7-5?	Legislative	SDWA O. Reg. 170/03 7-5
Observation		
Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.		

Question ID	MRDW1060000	Question	Question Type	Legislative Requirement
		Do the operations and maintenance manuals meet the requirements of the DWWP and MDWL issued under Part V of the SDWA?	Legislative	SDWA 31 (1)
Observation				
The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.				

Question ID	MRDW1071000	Question	Question Type	Legislative Requirement
		Has the owner provided security measures to protect components of the drinking water system?	BMP	Not Applicable
Observation				
The owner had provided security measures to protect components of the drinking water system.				

Question ID	MRDW1073000	Question	Question Type	Legislative Requirement
		Has the overall responsible operator been designated for all subsystems which comprise the drinking water system?	Legislative	SDWA O. Reg. 128/04 23 (1)
Observation				
The overall responsible operator has been designated for each subsystem.				

Question ID	MRDW1074000	Question	Question Type	Legislative Requirement
		Have operators in charge been designated for all subsystems	Legislative	SDWA O. Reg.

for which comprise the drinking water system?		128/04 25 (1)
Observation		
Operators-in-charge had been designated for all subsystems which comprised the drinking water system.		

Question ID	MRDW1075000	
Question	Question Type	Legislative Requirement
Do all operators possess the required certification?	Legislative	SDWA O. Reg. 128/04 22
Observation		
All operators possessed the required certification.		

Question ID	MRDW1076000	
Question	Question Type	Legislative Requirement
Do only certified operators make adjustments to the treatment equipment?	Legislative	SDWA O. Reg. 170/03 1-2 (2)
Observation		
Only certified operators made adjustments to the treatment equipment.		

Question ID	MRDW1096000	
Question	Question Type	Legislative Requirement
Do records confirm that chlorine residual tests are being conducted at the same time and at the same location that microbiological samples are obtained?	Legislative	SDWA O. Reg. 170/03 6-3 (1)
Observation		
Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.		

Question ID	MRDW1081000	
Question	Question Type	Legislative Requirement
Are all microbiological water quality monitoring requirements for distribution samples being met?	Legislative	SDWA O. Reg. 170/03 10-2 (1),SDWA O. Reg. 170/03 10-2 (2),SDWA O. Reg. 170/03 10-2 (3)
Observation		
All microbiological water quality monitoring requirements for distribution samples were being		

met.

Question ID	MRDW1083000	
Question	Question Type	Legislative Requirement
Are all microbiological water quality monitoring requirements for treated samples being met?	Legislative	SDWA O. Reg. 170/03 10-3
Observation		
<p>All microbiological water quality monitoring requirements for treated samples were being met. Documentation provided by the operating authority during the inspection period, indicate that all treated water microbiological monitoring requirements have been met.</p> <p>In accordance with O. Reg. 170/03, Schedule 10-3, the owner and operating authority are required to collect one (1) treated water sample each week and analyze the sample for E.coli, total coliform and HPC.</p> <p>A review of the statement of analytical results for the inspection period confirmed that one (1) treated water sample was taken for each week and analyzed for E.coli, total coliform and HPC from each treatment facility.</p>		

Question ID	MRDW1084000	
Question	Question Type	Legislative Requirement
Are all inorganic water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA O. Reg. 170/03 13-2
Observation		
<p>All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency. Monitoring for inorganic parameters was last completed on January 4, 2021 and prior to that on January 6, 2020 and therefore the monitoring requirements for inorganics have been met.</p> <p>All sample results show that the treated water is within acceptable limits for the parameters listed in Schedule 23 of O. Reg. 170/03.</p>		

Question ID	MRDW1085000	
Question	Question Type	Legislative Requirement
Are all organic water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA O. Reg. 170/03 13-4 (1),SDWA O. Reg. 170/03 13-4 (2),SDWA O. Reg. 170/03 13-4 (3)
Observation		
All organic water quality monitoring requirements prescribed by legislation were conducted		

within the required frequency. Monitoring for organic parameters was last completed on January 4, 2021 and prior to that on January 6, 2020 and therefore the monitoring requirements for organics have been met.
All sample results show that the treated water is within acceptable limits for the parameters listed in Schedule 24 of O. Reg. 170/03.

Question ID	MRDW1086000	
Question	Question Type	Legislative Requirement
Are all haloacetic acid water quality monitoring requirements prescribed by legislation conducted within the required frequency and at the required location?	Legislative	SDWA O. Reg. 170/03 13-6.1 (1),SDWA O. Reg. 170/03 13-6.1 (2),SDWA O. Reg. 170/03 13-6.1 (3), SDWA O. Reg. 170/03 13-6.1 (4),SDWA O. Reg. 170/03 13-6.1 (5),SDWA O. Reg. 170/03 13-6.1 (6)
Observation		
All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location. In accordance with O. Reg. 170/03, Schedule 13-6.1, the owner and operating authority of the St. Marys Drinking Water System shall ensure that a sample for haloacetic acids is collected and tested every three (3) months. Haloacetic acid monitoring was completed on the following dates during the inspection period: July 8, 2020, October 6, 2020, Jan. 4th, April 6th, July 6th, October 5th, 2021.		

Question ID	MRDW1087000	
Question	Question Type	Legislative Requirement
Have all trihalomethane water quality monitoring requirements prescribed by legislation been conducted within the required frequency and at the required location?	Legislative	SDWA O. Reg. 170/03 13-6 (1)
Observation		
All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location. In accordance with O. Reg. 170/03, Schedule 13-6, the owner and operating authority of the St. Marys Drinking Water System shall ensure that a sample for trihalomethanes is collected and tested every three (3) months. Trihalomethanes monitoring was completed on the following dates during the inspection period:		

July 8, 2020, October 6, 2020, Jan. 4th, April 6th, July 6th, October 5th, 2021.

Question ID	MRDW1088000	
Question	Question Type	Legislative Requirement
Are all nitrate/nitrite water quality monitoring requirements prescribed by legislation conducted within the required frequency for the DWS?	Legislative	SDWA O. Reg. 170/03 13-7
Observation		
<p>All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS. In accordance with O. Reg. 170/03, Schedule 13-7, the owner and operating authority of the St. Marys Drinking Water System shall ensure that a sample from each treatment facility for nitrate and nitrite is collected and tested every three (3) months.</p> <p>Nitrate and Nitrite monitoring was completed on the following dates during the inspection period: July 8, 2020, October 6, 2020, Jan. 4th, April 6th, July 6th, October 5th, 2021.</p>		

Question ID	MRDW1089000	
Question	Question Type	Legislative Requirement
Are all sodium water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA O. Reg. 170/03 13-8
Observation		
<p>All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency. In accordance with O. Reg. 170/03, Schedule 13-8, the owner and operating authority of the St. Marys Drinking Water System shall ensure that a sample from each treatment facility for sodium is collected and tested every 60 months. Sodium was last tested in the treated water on January 6, 2020, and the previous sample was collected on January 7, 2019 therefore this monitoring requirement for sodium has been met.</p>		

Question ID	MRDW1090000	
Question	Question Type	Legislative Requirement
Where fluoridation is not practiced, are all fluoride water quality monitoring requirements prescribed by legislation conducted within the required frequency?	Legislative	SDWA O. Reg. 170/03 13-9
Observation		
<p>All fluoride water quality monitoring requirements prescribed by legislation were conducted within the required frequency. In accordance with O. Reg. 170/03, Schedule 13-9, the owner and operating authority of the St. Marys Drinking Water System shall ensure that a sample from each treatment facility for fluoride is collected and tested every 60 months. Fluoride was last tested in the treated water on January 6, 2020, and the</p>		

previous sample was collected on January 7, 2019 therefore this monitoring requirement for fluoride has been met.
The analytical sample results indicate that the treated water is below the reportable limit of 1.5 mg/L for all wells.

Question ID	MRDW1100000	
Question	Question Type	Legislative Requirement
Did any reportable adverse/exceedance conditions occur during the inspection period?	Information	Not Applicable
Observation		
There were no reportable adverse/exceedances during the inspection period.		

Question ID	MRDW1114000	
Question	Question Type	Legislative Requirement
Does the owner have evidence that, when required, all legal owners associated with the DWS were notified of the requirements of the Licence & Permit?	Legislative	SDWA 31 (1)
Observation		
The owner had evidence that all required notifications to all legal owners associated with the Drinking Water System had been made during the inspection period.		

Question ID	MRDW1059000	
Question	Question Type	Legislative Requirement
Do the operations and maintenance manuals contain plans, drawings and process descriptions sufficient for the safe and efficient operation of the system?	Legislative	SDWA O. Reg. 128/04 28
Observation		
The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.		

Question ID	MRDW1061000	
Question	Question Type	Legislative Requirement
Are logbooks properly maintained and contain the required information?	Legislative	SDWA O. Reg. 128/04 27 (1), SDWA O. Reg. 128/04 27 (2), SDWA O. Reg. 128/04 27 (3), SDWA O. Reg.

		128/04 27 (4), SDWA O. Reg. 128/04 27 (5), SDWA O. Reg. 128/04 27 (6), SDWA O. Reg. 128/04 27 (7)
Observation		
Logbooks were properly maintained and contained the required information.		

APPLICATION OF THE RISK METHODOLOGY USED FOR MEASURING MUNICIPAL RESIDENTIAL DRINKING WATER SYSTEM INSPECTION RESULTS



The Ministry of the Environment (MOE) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the Safe Drinking Water Act and associated regulations. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

This document describes the risk rating methodology, which has been applied to the findings of the Ministry's MRDWS inspection

results since fiscal year 2008-09. The primary goals of this assessment are to encourage ongoing improvement of these systems and to establish a way to measure this progress.

MOE reviews the risk rating methodology every three years.

The Ministry's Municipal Residential Drinking Water Inspection Protocol contains 15 inspection modules consisting of approximately 100 regulatory questions. Those protocol questions are also linked to definitive guidance that ministry inspectors use when conducting MRDWS inspections.

ontario.ca/drinkingwater

The questions address a wide range of regulatory issues, from administrative procedures to drinking water quality monitoring. The inspection protocol also contains a number of non-regulatory questions.

A team of drinking water specialists in the ministry assessed each of the inspection protocol regulatory questions to determine the risk (not complying with the regulation) to the delivery of safe drinking water. This assessment was based on established provincial risk assessment principles, with each question receiving a risk rating referred to as the Question Risk Rating. Based on the number of areas where a system is deemed to be non-compliant during the inspection, and the significance of these areas to administrative, environmental, and health consequences, a risk-based inspection rating is calculated by the ministry for each drinking water system.

It is important to be aware that an inspection rating less than 100 per cent does not mean the drinking water from the system is unsafe. It shows areas where a system’s operation can improve. The ministry works with owners and operators of systems to make sure they know what they need to do to achieve full compliance.

The inspection rating reflects the inspection results of the specific drinking water system for the reporting year. Since the methodology is applied consistently over a period of years, it serves as a comparative measure both provincially and in relation to the individual system. Both the drinking water system and the public are able to track the performance over time, which encourages continuous improvement and allows systems to identify specific areas requiring attention.

The ministry’s annual inspection program is an important aspect of our drinking water safety net. The ministry and its partners share a common commitment to excellence and we continue to work toward the goal of 100 per cent regulatory compliance.

Determining Potential to Compromise the Delivery of Safe Water

The risk management approach used for MRDWS is aligned with the Government of Ontario’s Risk Management Framework. Risk management is a systematic approach to identifying potential hazards, understanding the likelihood and consequences of the hazards, and taking steps to reduce their risk if necessary and as appropriate.

The Risk Management Framework provides a formula to be used in the determination of risk:

$$\text{RISK} = \text{LIKELIHOOD} \times \text{CONSEQUENCE}$$

(of the consequence)

Every regulatory question in the inspection protocol possesses a likelihood value (L) for an assigned consequence value (C) as described in **Table 1** and **Table 2**.

TABLE 1:	
Likelihood of Consequence Occurring	Likelihood Value
0% - 0.99% (Possible but Highly Unlikely)	L = 0
1 – 10% (Unlikely)	L = 1
11 – 49% (Possible)	L = 2
50 – 89% (Likely)	L = 3
90 – 100% (Almost Certain)	L = 4

TABLE 2:	
Consequence	Consequence Value
Medium Administrative Consequence	C = 1
Major Administrative Consequence	C = 2
Minor Environmental Consequence	C = 3
Minor Health Consequence	C = 4
Medium Environmental Consequence	C = 5
Major Environmental Consequence	C = 6
Medium Health Consequence	C = 7
Major Health Consequence	C = 8

The consequence values (0 through 8) are selected to align with other risk-based programs and projects currently under development or in use within the ministry as outlined in **Table 2**.

The Question Risk Rating for each regulatory inspection question is derived from an evaluation of every identified consequence and its corresponding likelihood of occurrence:

- All levels of consequence are evaluated for their potential to occur
- Greatest of all the combinations is selected.

The Question Risk Rating quantifies the risk of non-compliance of each question relative to the others. Questions with higher values are those with a potentially more significant impact on drinking water safety and a higher likelihood of occurrence. The highest possible value would be 32 (4×8) and the lowest would be 0 (0×1).

Table 3 presents a sample question showing the risk rating determination process.

TABLE 3:

Does the Operator in Charge ensure that the equipment and processes are monitored, inspected and evaluated?

Risk = Likelihood × Consequence

C=1	C=2	C=3	C=4	C=5	C=6	C=7	C=8
Medium Administrative Consequence	Major Administrative Consequence	Minor Environmental Consequence	Minor Health Consequence	Medium Environmental Consequence	Major Environmental Consequence	Medium Health Consequence	Major Health Consequence
L=4 (Almost Certain)	L=1 (Unlikely)	L=2 (Possible)	L=3 (Likely)	L=3 (Likely)	L=1 (Unlikely)	L=3 (Likely)	L=2 (Possible)
R=4	R=2	R=6	R=12	R=15	R=6	R=21	R=16

Application of the Methodology to Inspection Results

Based on the results of a MRDWS inspection, an overall inspection risk rating is calculated. During an inspection, inspectors answer the questions related to regulatory compliance and input their “yes”, “no” or “not applicable” responses into the Ministry’s Laboratory and Waterworks Inspection System (LWIS) database. A “no” response indicates non-compliance. The maximum number of regulatory questions asked by an inspector varies by: system (i.e., distribution, stand-alone); type of inspection (i.e., focused, detailed); and source type (i.e., groundwater, surface water).

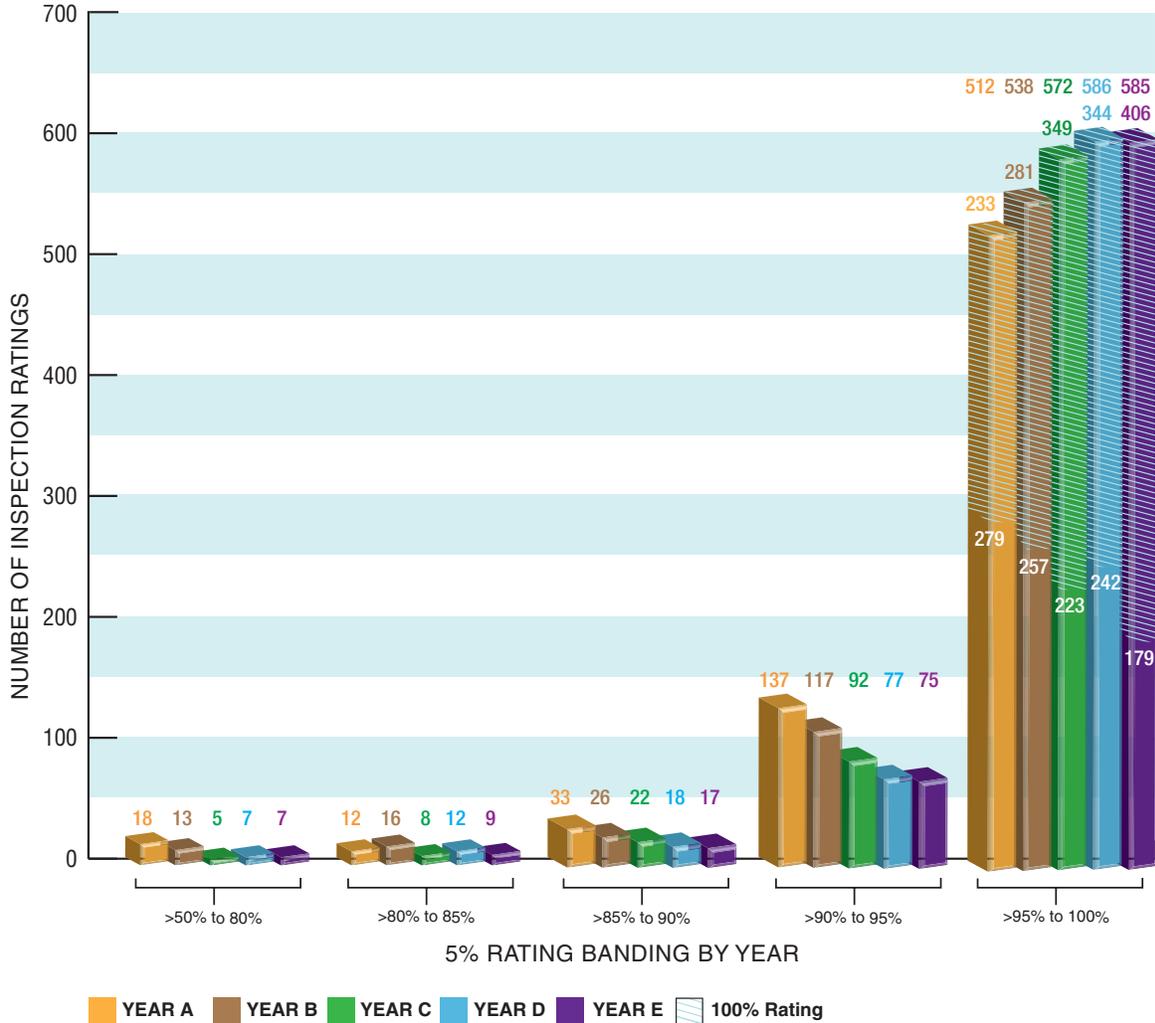
The risk ratings of all non-compliant answers are summed and divided by the sum of the risk ratings of all questions asked (maximum question rating). The resulting inspection risk rating (as a percentage) is subtracted from 100 per cent to arrive at the final inspection rating.

Application of the Methodology for Public Reporting

The individual MRDWS Total Inspection Ratings are published with the ministry's Chief Drinking Water Inspector's Annual Report.

Figure 1 presents the distribution of MRDWS ratings for a sample of annual inspections. Individual drinking water systems can compare against all the other inspected facilities over a period of inspection years.

Figure 1: Year Over Year Distribution of MRDWS Ratings



Reporting Results to MRDWS Owners/Operators

A summary of inspection findings for each system is generated in the form of an Inspection Rating Record (IRR). The findings are grouped into the 15 possible modules of the inspection protocol,

which would provide the system owner/operator with information on the areas where they need to improve. The 15 modules are:

- | | | | |
|-------------------------|---------------------------------|--|--|
| 1. Source | 5. Treatment Process Monitoring | 9. Logbooks | 13. Water Quality Monitoring |
| 2. Permit to Take Water | 6. Process Wastewater | 10. Contingency and Emergency Planning | 14. Reporting, Notification and Corrective Actions |
| 3. Capacity Assessment | 7. Distribution System | 11. Consumer Relations | 15. Other Inspection Findings |
| 4. Treatment Processes | 8. Operations Manuals | 12. Certification and Training | |

For further information, please visit www.ontario.ca/drinkingwater

Ministry of the Environment, Conservation and Parks - Inspection Summary Rating Record (Reporting Year - 2021-2022)

DWS Name: ST MARYS DRINKING WATER SYSTEM
DWS Number: 220000521
DWS Owner: CORPORATION OF THE TOWN OF ST MARYS
Municipal Location: ST. MARYS

Regulation: O.REG. 170/03
DWS Category: DW Municipal Residential
Type of Inspection: Focused
Inspection Date: Jan-17-2022
Ministry Office: London District Office

Maximum Risk Rating: 526

Inspection Module	Non Compliance Rating
Source	0 / 14
Capacity Assessment	0 / 30
Treatment Processes	14 / 236
Operations Manuals	0 / 28
Logbooks	0 / 18
Certification and Training	0 / 42
Water Quality Monitoring	0 / 112
Reporting & Corrective Actions	0 / 46
Overall - Calculated	14 / 526

Inspection Risk Rating: 2.66%

Final Inspection Rating: 97.34%

DWS Name: ST MARYS DRINKING WATER SYSTEM
DWS Number: 220000521
DWS Owner Name: CORPORATION OF THE TOWN OF ST MARYS
Municipal Location: ST. MARYS

Regulation: O.REG. 170/03
DWS Category: DW Municipal Residential
Type of Inspection: Focused
Inspection Date: Jan-17-2022
Ministry Office: London District Office

Non-Compliant Question(s)	Question Rating
Treatment Processes	
If UV disinfection is used were duty sensors and reference UV sensors checked and calibrated as per the requirements of Schedule E of the MDWL or at a frequency as otherwise recommended by the UV equipment manufacturer?	14
Overall - Total	14

Maximum Question Rating: 526

Inspection Risk Rating: 2.66%

FINAL INSPECTION RATING: 97.34%



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Dave Blake, Environmental Services Manager

Date of Meeting: 26 April 2022

Subject: **PW 29-2022 Lystek Boiler System Replacement**

PURPOSE

This report is to provide Council with information related to the planned procurement of the Lystek boiler replacement at the St. Marys Water Pollution Control Plant (WPCP) for consideration.

RECOMMENDATION

THAT report PW 29-2022 Lystek Boiler System Replacement be received; and

THAT Council authorize the procurement of a replacement boiler system and ancillary works at the Water Pollution Control Plant to Lystek International for the amount of \$184,312.00, inclusive of HST and contingency; and,

THAT Council approve an unbudgeted expense of \$124,312.00 for the project to be funded through wastewater reserves; and,

THAT Council consider By-law 41-2022, authorizing the Mayor and Clerk to sign the associated Agreement.

BACKGROUND

In 2009, the Town of St. Marys completed a major system modification at the WPCP that utilized a proprietary process of Lystek International (Lystek) to manage biosolids generated from the facility. In circa 2016, the Town and Lystek were successful in obtaining a Canadian Food Inspection Agency (CFIA) certification for the biosolids material generated at the facility that results in material being a federally registered fertilizer product. Since this time, the Town and Lystek have been partnering on the application and marketing of this material to area landowners, with the Application and Marketing Agreement being renewed in 2021.

In 2021, during the facility's annual boiler insurance inspection process, it was identified that there were concerns related to the long-term viability of the electric steam boiler at the facility and that considerations should be made for replacement.

At that time, Staff requested technical support from BM Ross and Associates Limited on how best to approach the boiler system used in the Lystek process, and options available for procurement, sizing, etc.

This report presents information to Council related to the electric steam boiler replacement for consideration.

REPORT

The replacement of the electric steam boiler at the WPCP was not initially anticipated to be completed in 2022 as the boiler function remained satisfactory following a series of repairs in recent years. However, following an insurance inspection of the boiler in mid-2021, it was identified that there were concerns with the long-term use of the boiler, and its ability to be certified in future years. As such, staff commenced a review of the system for inclusion in the 2022 Capital budget that was being developed at the time. Staff utilized best judgement available based on a like for like replacement to develop a scope of work and project estimate for inclusion for council considerations. However, through further review of the project, additional details and information came to light that ultimately elevated the scope of work, and the cost projections.

The detailed evaluation completed on the system over the last several months has increased the scope of work required for the boiler system replacement. However, it has been determined that the Lystek Module will perform more efficiently with the additional boiler capacity and has been recommended as the preferred course of action. Furthermore, the replacement of the recommended ancillary items (inclusive of the water softener and feedwater tank) with appropriately sized supporting systems will ensure the boiler performs to the design specification and the full benefits of this larger boiler will be realized.

Staff recommend sole sourcing the required works to Lystek international as they are familiar with the site conditions, design and function of their Lystek system and the maintenance recommendations made to realize an efficient steam boiler replacement to integrate into the Lystek biosolids management system at the WPCP.

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 steam boiler and ancillary item replacements are directly linked to an efficient Lystek biosolids management process at the WPCP that produces a federally registered fertilizer. If a procurement document were to be issued, it would be anticipated that the Town would see elevated submission costs as a result of administrative inspections for other proponents to familiarize themselves with the works and system and may result in a contractor not intrinsically familiar with the process components and system, unlike Lystek International.

FINANCIAL IMPLICATIONS

The approved capital budget for this project was \$60,000.

Through review of the boiler system and components currently in operation, and the works required to facilitate the proposed replacement, the project is now estimated at \$184,312, inclusive of HST and contingency in accordance with the attached quotation. Ancillary Item for a stainless steel Boiler Control Panel (\$9,811) is not proposed to be included in the scope of work as the standard supply control cabinet will be sufficient for the anticipated life of the replacement boiler.

This represents a significant project overage and escalation of costs over the initial approved project budget, however will result in a more efficient process operation at the facility. The following details where cost increases were noted on the project:

- The original scope of supply was for a replacement electric boiler and the minimum required mechanical install anticipated at the time. Upon site inspection during detailed evaluation and review, additional piping and associated valves and instrumentation were deemed required to be replaced and incorporated into the updated mechanical installation quotation.
- Between COVID 19 and the war in Ukraine disrupting global supply chains, it is noted that these are unprecedented times with regards to inflationary increases in general, and in particular with stainless steel, instrumentation, and electrical components. Many of these

components have seen increases upwards of 40% in the last six months which have impacted all aspects of this project.

- Electrical installation was not included in the initial scope of work. Between the inflationary increases observed with the majority of electrical components and the work required to facilitate the installation of the larger boiler this added significant costs to the quotation.
- The work program has been condensed to ensure that the replacement project does not exceed 3-days as to avoid operational difficulties at the WPCP. This defers trucking and haulage costs that would be required otherwise but adds elevated costs for mechanical and electrical contractors.
- The blow down receiver was noted to no longer carry a valid CRN which is required for TSSA. As such, replacement of the blowdown receiver has been deemed necessary and included in this updated quotation package which added an additional \$13,898 to the project.

This project is proposed to be funded entirely through Wastewater Reserves.

Financial Consideration:

In the event of future boiler system failures, or failure to obtain an insurance certificate for the boiler use at the facility that prevents its continued operation, it is estimated that the Town would incur up to \$15,000 per week in the transportation and disposal of biosolids.

SUMMARY

Based on information detailed within this report, Staff Recommends that the existing Lystek Boiler be replaced with a larger, 15 HP boiler system complete with ancillary equipment modifications to realize a more efficient biosolids management system at the Water Pollution Control Plant. Furthermore, staff recommends that the Boiler system replacement be sole sourced to Lystek International to ensure that the upgrades and modifications will seamlessly integrate and operate with their biosolids management system currently in operation at the facility.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
 - Pillar # 1 – Infrastructure:
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.
 - Tactic(s): Ongoing infrastructure assessment and evaluation that is sensitive to growth trends. Identify immediate needs in the community.

OTHERS CONSULTED

Adam McClure – Operations Manager, Ontario Clean Water Agency

Ryan DeVries – Engineering Consultant, BM Ross and Associates

Sarah Mason-Renton – Lystek International

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

Andre Morin – Director of Corporate Services / Treasurer, Town of St. Marys

ATTACHMENTS

Quotation for Boiler Replacement and Ancillary Equipment at the St. Marys Wastewater Treatment Plant

REVIEWED BY

Recommended by the Department

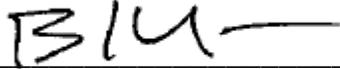


Dave Blake, C.E.T.
Environmental Services Manager

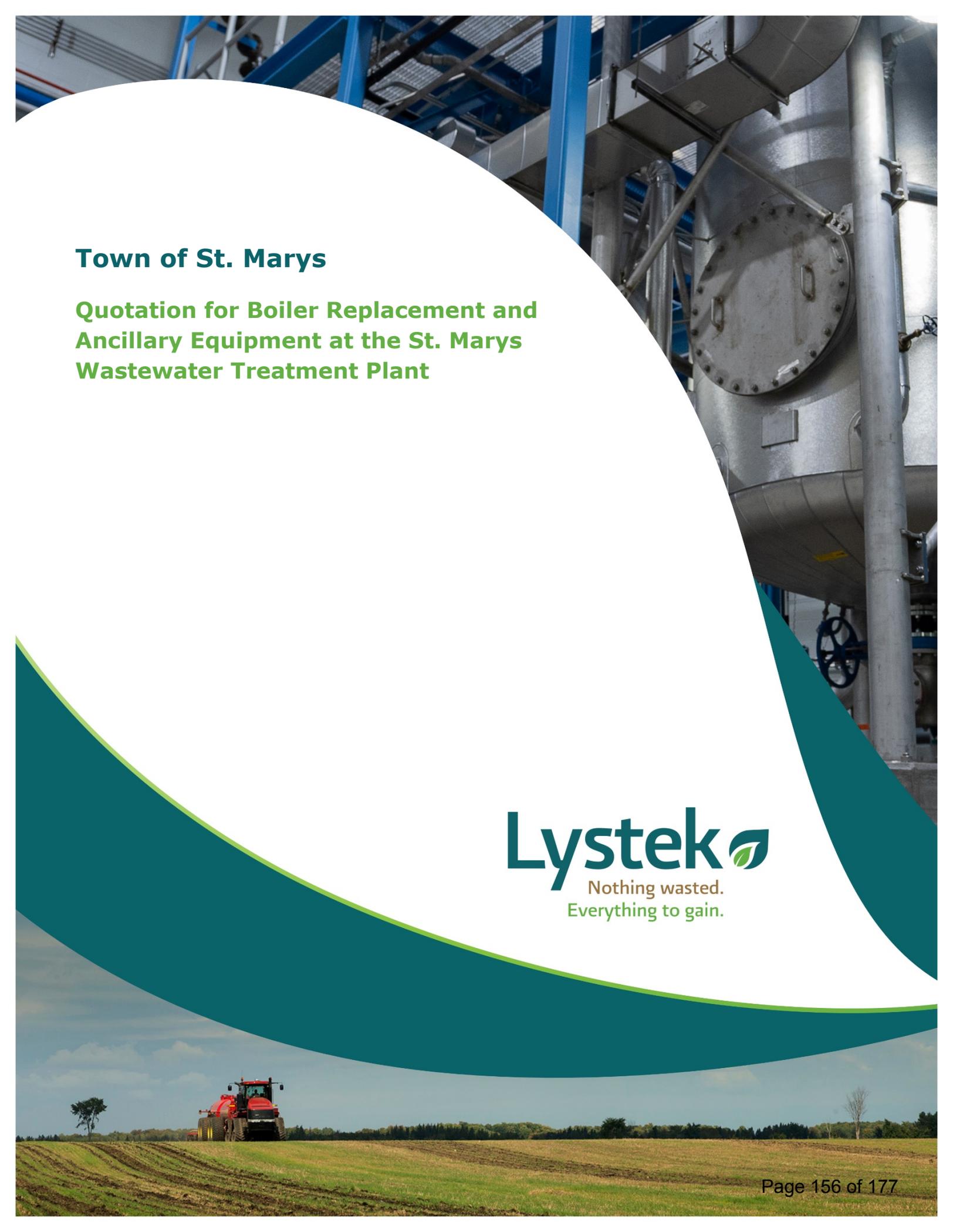


Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



Town of St. Marys

Quotation for Boiler Replacement and Ancillary Equipment at the St. Marys Wastewater Treatment Plant

Lystek 
Nothing wasted.
Everything to gain.

Town of St. Marys

Quotation for Boiler Replacement and Ancillary Equipment at the St. Marys Wastewater Treatment Plant

Prepared For:

Dave Blake, CET

Environmental Services Manager
Town of St. Marys

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Project Engineer
B. M. Ross and Associates

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Prepared By:

Lystek International

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Submitted: March 31, 2022

Revised: April 4, 2022



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1 INTRODUCTION

We previously issued a budgetary quotation to B.M. Ross and Associates (November 2021) for consideration of upgrade options for the boiler associated with the Lystek THP Module at the St. Marys Wastewater Treatment Plant (WWTP).

As per your request, please find for your consideration our updated quotation to include supply and installation of a 15 BHP Fulton electric boiler as well as noted ancillary items that are recommended to be replaced following our site assessment.

The details of the proposed replacement items and associated scopes of work are included below. Thank you for your consideration. We look forward to future discussions and do not hesitate to reach out with any further questions.

2 BOILER REPLACEMENT SCOPE OF SUPPLY AND QUOTATION

We have assessed the condition of the piping and ancillary equipment that would be associated with the boiler. Based on our assessment as well as your recommendations and requests we have included the following items in our updated quotation:

- Removal and disposal of the existing boiler and associated piping and instrumentation
- Supply of the new Fulton 15 BHP electric boiler
- Mechanical installation (inclusive of additional piping and valves identified to be in poor condition and necessary for boiler installation)
- Electrical installation (inclusive of supporting items requiring upgrading/replacement)
- Removal and replacement of the blowdown receiver as deemed necessary for TSSA permitting
- TSSA Permitting

Further details of this scope of work are outlined in [Table 1](#).

The blowdown receiver has been included as a required item to be replaced as the TSSA approval on the Canadian Registration Number (CRN) for Fulton blow down tank FC-30 is no longer valid ([Figure 1](#)). Because of this and coinciding with the replacement of the boiler, this unit should be replaced as well with an appropriately sized unit with a corresponding valid CRN.

Our price to complete this scope of work is **\$138,219**.

This quotation is based upon the Scope of Supply outlined herein and is firm until May 16, 2022. This price is quoted in Canadian dollars and is exclusive of sales tax.

Table 1 Scope of supply and installation for the boiler replacement

Item	Quotation
<p>Fulton FB-L 150 Electric Boiler 15 BHP (150 kW)</p> <ul style="list-style-type: none"> - Control circuit transformer with feedwater pump starter - Incolloy elements - Reflex type sight glass - Alarm Package for Ontario - Vacuum Breaker - Feedwater Pump Motor Starter (3 phase) and Panel Mounted, HOA - Construction control panel (painted carbon steel) - Boiler to include an on/off remote switch to allow it to function the same as the current boiler with regards to the PLC 	<p>\$67,644</p>
<p>Mechanical Installation</p> <ul style="list-style-type: none"> - Removal and disposal of existing equipment being replaced - All steam lines will be insulated - Water and drain lines will be stainless steel (304 stainless) - Steam lines will be carbon steel - Valves, strainers, and similar are included - Pipe supports and Unistrut stands will be removed and replaced with new 	<p>\$24,187</p>
<p>Electrical Installation</p> <ul style="list-style-type: none"> - Removal and disposal of old electrical feeders - Electrical disconnection of old electric boiler - Supply and install new 3/0 electrical feeder cables - Supply and install new 200 amp overload protection - Rework all existing cables and conduits to new boiler - Supply and install new I/O cables and connection to PLC - Replacement of power line from boiler to feedwater pump - Boiler disconnect wiring will be redone to ensure power is fed to the disconnect first and then to the boiler to ensure no power is fed through the boiler panel when disconnected (as highlighted in Figure 1). <ul style="list-style-type: none"> o Existing cable from MCC to existing 200A local disconnect (#1/0AWG) to be replaced (#3/0AWG) o Existing cable (#1/0AWG) from 200A local disconnect to equipment to be replaced (#3/0AWG) - ESA permit and inspection 	<p>\$26,460</p>
<p>Blowdown Receiver</p> <ul style="list-style-type: none"> - Thermogenics blow off tank (part number 8160816) - Thermostat cooling water valve and thermowell - Siphon tube, isolation valve, and pressure gauge - New feed piping in and out of the unit; discharge and vent piping will be reworked to the existing drain 	<p>\$13,898</p>
<p>TSSA Permitting and Project Management</p> <ul style="list-style-type: none"> - TSSA inspection and permitting - Project management and design services - Administration, insurance, and overhead 	<p>\$5,930</p>
<p>INCLUSIVE</p>	<p>\$138,219</p>

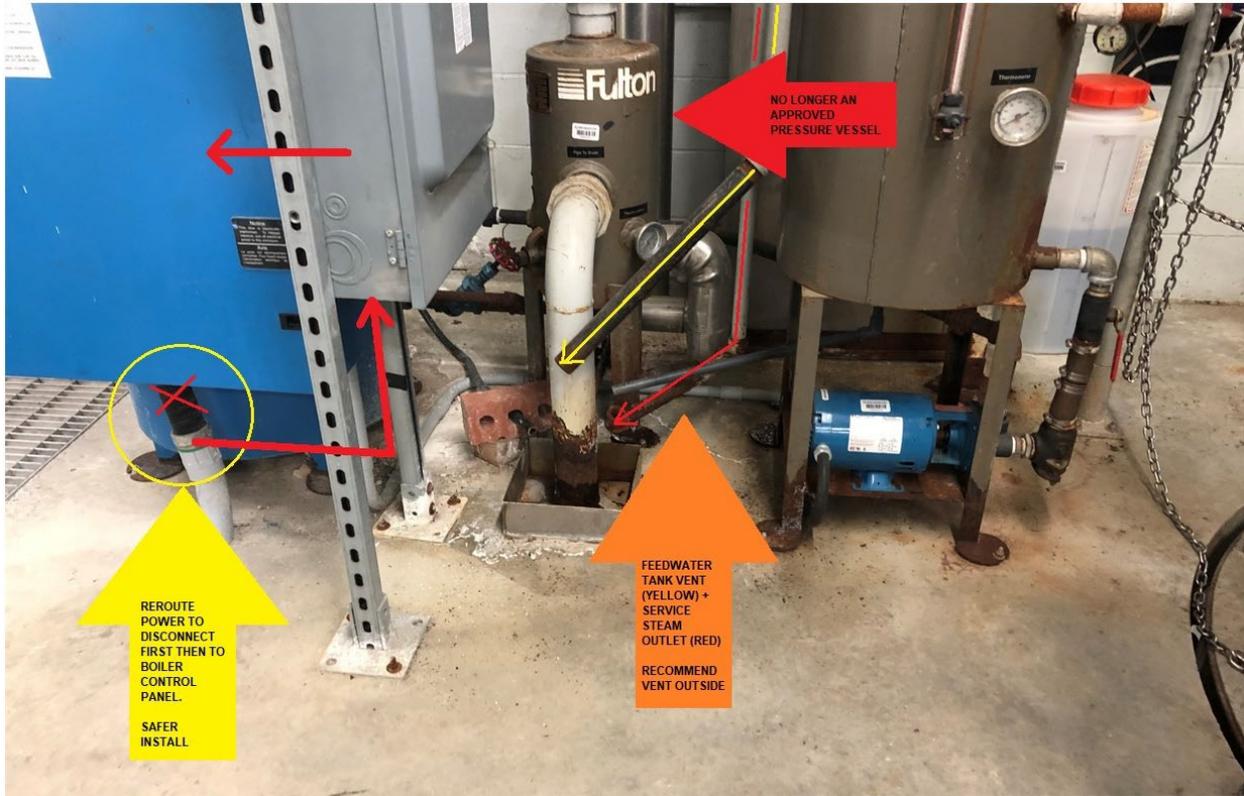


Figure 1 Clarification of boiler disconnect electrical rerouting and blowdown receiver required

3 RECOMMENDED ANCILLARY ITEMS FOR CONSIDERATION

In Table 2 we outline ancillary items that we recommend the Town consider replacing following our site inspection. These include the water softener, feedwater tank, and exterior venting of the feedwater and steam lines. As noted above we have also recommended the Blowdown Receiver be replaced and have deemed this a necessary item due to TSSA permitting requirements. Notably, replacing the water softener and feedwater tank will ensure that the boiler performs to the design specifications because the ancillary systems are sized to utilize the larger boiler being installed with this work.

Upon visual inspection the water softener did not show any major defects, however the WWTP staff flagged operational challenges and requested this be included in this package. This item includes the removal and replacement of the appropriate softener to correspond with the 15 BHP boiler.

Table 2 Quotations and ancillary items recommended for replacement

Item	Quotation
<p>Water Softener</p> <ul style="list-style-type: none"> - Water softener - Installation includes all mechanical components from the union nuts up to the softener including the elbow attachment as noted in Figure 2. 	\$3,968
<p>Feedwater Tank</p> <ul style="list-style-type: none"> - Fulton VTL 30 Feedwater Tank - Simplex water feed pump - Low pressure preheat kit - Chemical injection quill - Temperature gauge - Thermostatic valve for steam feed - Mechanical installation will include piping as noted as required from the tie in points (outlined in Figure 3) and will include replacement of associated valves and assemblies - The existing chemical injection pump and plastic tubing will be reused; tie in point is noted in Figure 4. 	\$18,527
<p>Exterior Venting of Feedwater and Steam Line</p> <ul style="list-style-type: none"> - The boiler service steam header line should be vented to the exterior of the building to enhance occupational safety. - Typically, the feedwater tank vent is vented to the exterior as well. - We recommend venting both lines (Figure 5) through a single core in the exterior wall. Core will be sealed on the interior and exterior of the building. - Tie in point clarified in Figure 6 	\$4,045
<p>Boiler Control Panel Material Upgrade</p> <ul style="list-style-type: none"> - Upgrade control panel to stainless steel construction 	\$9,811

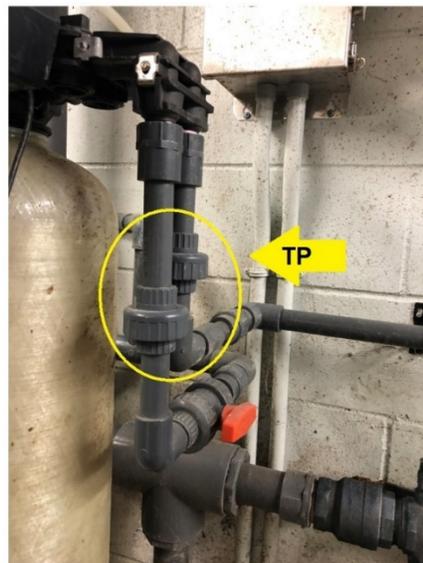


Figure 2 Tie in point associated with the mechanical installation of the water softener.



Figure 3 Tie in point associated with the soft water supply to the feedwater tank and to the blowdown receiver.



Figure 4 Tie in point of the chemical injection system associated with the feedwater tank.

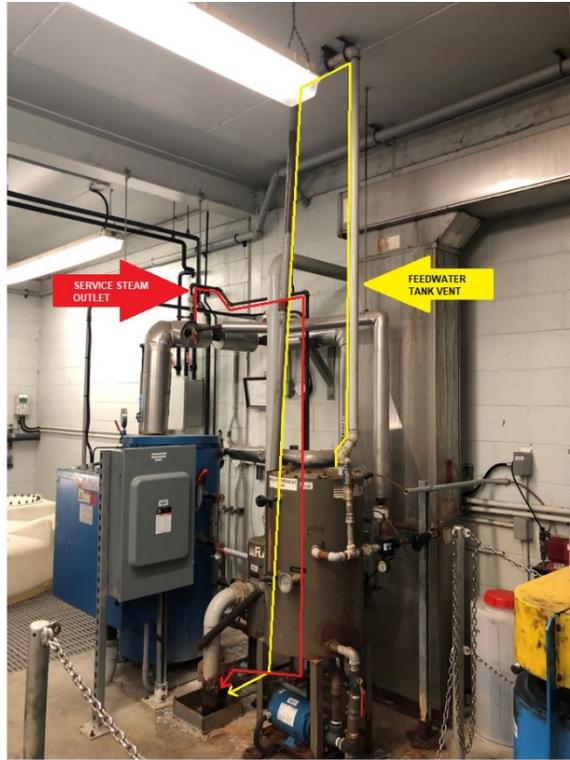


Figure 5 Clarification of the existing steam and feedwater vent routing recommended to be vented to the exterior.



Figure 6 Tie in point for the steam outlet.

4 GENERAL TERMS AND CONDITIONS

This quotation is based upon the Scope of Supply outlined herein and is firm until May 16, 2022. This price is quoted in Canadian dollars and is exclusive of sales tax.

The quoted price in this agreement has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Lystek reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document or in any of the applicable contractual documentation shall be construed as a waiver of this right.

4.1 PROJECT SCHEDULE

We understand that the WWTP has the capacity to accommodate three days of Module downtime for this equipment replacement. As such, we have included for three consecutive weekdays of installation works to complete the removal and replacement works outlined above to ensure plant operations are not interrupted.

At this time, equipment delivery is estimated to be 18 – 20 weeks upon issuance of the PO. We will coordinate installation works with the Client once the equipment delivery timeline has been confirmed. Given the current manufacturing and supply chain environment, delivery time is not guaranteed.

The boiler manufacturer has advised that a typical start up and commissioning period takes two days. We have advised that commissioning must be condensed to occur within the three-day installation and commissioning window. Should additional time be available for further commissioning services, we expect the Client will advise the project team.

We are committed to having the Module in full operations at the end of the stipulated three-day construction window.

4.2 PROJECT ASSUMPTIONS

Installation works to be accommodated within three consecutive weekdays (Monday – Friday) inclusive of overtime hours as requested by the WWTP staff to not interrupt plant operations.

We have assumed that we have full access to the Lystek building during extended construction hours as required by the installations team to accommodate the three-day construction window.

To accommodate the three day construction window specified, we will require there be no vehicle traffic or parking in or around the building during construction operations so as to not hinder construction efficiencies.

We have also assumed that there will be no items stored (ex. IBCs) within the roll up door area inside the Lystek building to ensure full access to the space.

Should you decide to move forward with the recommended option for the exterior venting, we will require access to the exterior wall of the building to complete the coring, installation, and sealing of these vents.

This quotation assumes that the existing boiler water treatment system will continue to be used. Understanding that the Town has a relationship with your current service provider, this relationship will continue. We have assumed that the plant staff will provide contact information for the existing chemical supplier so that we can coordinate that the current provider will ensure compatibility with the new boiler.

4.2.1 Inclusions

This quotation includes the following:

1. TSSA inspection and permitting
2. Freight to site and equipment receiving and offloading
3. Disposal of all materials removed
4. Equipment start up and commissioning services
5. One (1) electronic copy of equipment manuals
6. Due to the three day installation and commissioning services, operator training will be provided following this time period, while the system is in operations.
7. Reconnection of the boiler on/off/remote switch and test connection to PLC
8. One-year warranty for equipment and installation services in concurrence with the equipment manufacturer

4.2.2 Exclusions

This quotation excludes the following:

1. Sales tax
2. Anything else not mentioned above as included, will be construed to be Not Included, whether or not inclusion is specifically acknowledged

4.3 PAYMENT TERMS AND SCHEDULE

1. Payment terms net 30 days.
2. All invoices subject to sales tax as outlined above.

Table 3 Payment Schedule

Percent of Payment Due		Details
1	35%	Upon issue of Purchase Order
2	50%	Equipment received by Lystek ¹
3	15%	Boiler commissioning

¹Equipment received by Lystek and notification to the Client has been issued to proceed with construction

Payment terms have been prepared in this manner due to the compressed construction window.

We look forward to future discussions. Please reach out if you have any further questions.



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Raj Nandakumar, B.Sc., P. Eng
Senior Engineer, Project Manager
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rnandakumar@lystek.com



INFORMATION REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Supervisor
Date of Meeting:	26 April 2022
Subject:	PW 30-2022 Annual Waste Management Report for 2021

INFORMATION

This report is provided to update Council regarding the submission of the 2021 Annual Monitoring Report for the St. Marys Landfill Site to the Ministry of Environment, Conservation and Parks (MECP) and to summarize key aspects within the annual monitoring report for Council.

RECOMMENDATION

THAT report PW 30-2022 Annual Waste Management Report for 2021 be received for information.

BACKGROUND

The Town is required to submit an annual report to the MECP prior to March 31 of each year for the previous year's site operations. Each year this report is prepared by engineering consultants and submitted to the MECP on the Town's behalf.

The 2021 Report was submitted on March 28, 2022.

REPORT

In 2021, the St. Marys landfill site was operated by the Town of St. Marys and supplied successful waste disposal and diversion needs to residents and businesses within the Town. The following is a summary of information presented within the annual report or activities at the Site in 2021:

- Final cover movement continued in 2021 with materials being removed from Cells 4 and 5 of Phase II/III and being placed atop Cells 6, 7 and 8.
- The adjusted landfill volume utilization was estimated to be 8,889 cubic metres for 2021, compared to an estimated annual filling of 7,137 cubic metres in 2020.
 - Since the purchase of a bulldozer to aid in landfill operations in the Summer of 2020, the volumetric fill rate has decreased at the Site while incoming waste being deposited has increased. For comparison, 9,359 cubic metres were used in 2019 at the Site (Pre-Bulldozer) whereas 8,889 cubic metres were used in 2021 however the site received approximately 16% more landfilled waste, by tonne, in 2021 compared to 2019.
- The 2021 volumetric fill rate represents a 6,111 cubic metres savings over the annual design fill rate of 15,000 cubic metres per year for Phase II/III.
- In 2021, approximately 6,802 tonnes of waste was placed for final disposal at the landfill site. This equates to an adjusted in-situ density of approximately 956 Kg/cubic metre which represents good waste compaction operations.

- For context, typical industry standards for density are around 700 Kg/m³. The Town's density exceeded the standards, which will lead to extended landfill life. This achievement is a testament to the investment in new equipment at the landfill which allows staff to better control fill and cover activities.
- It is estimated (assumed at 20%) that approximately 1,778 cubic metres of daily cover was placed within the active cells in 2021 (included in the above volumetric fill utilizations).
- The landfill's remaining approved site life is estimated to be approximately 1.6 years as of November 2021. A request for additional interim capacity approval will be required in mid-2022.
- A detailed evaluation of potential groundwater impacts noted in prior years at up gradient wells (OW9B-91m IW15-91 and OW21-91) related to suspected leachate indicators continues to conclude that impacts appear to be directly attributable to road salting applications, and not landfill leachate at this time.
- Manhole B (MHB) was added to the sampling program in 2016. The 2018 results suggested a potential for leachate influence. Based on recent monitoring analysis, the water quality appears to be primarily influenced by salt application, as opposed to leachate, with water quality continuing to meet Provincial Water Quality Objectives (PWQOs). Monitoring will continue in 2022 to aid in determining a trend or potential impact. If leachate impact is confirmed, consideration will be given to preventing overflow from MHB from discharging to the surface water drainage system.
- Reasonable Use Criteria (RUC) was not exceeded in down gradient overburden or bedrock wells at the site.
- No operational issues related to treating leachate were identified by the Wastewater Treatment Plant.
- Groundwater, surface water and leachate sampling shall continue in 2022 to continue trending for site operations and monitor for potential site impacts.
- No formal complaints related to landfill operations were received in 2021.
- The Town saw significant diversion efforts related to the various programs offered and administered at the landfill, consisting or, but not limited to, recycling, leaf collection, yard waste collection, E-Waste depot, Hazardous and Special Waste, etc. This resulted in a total of 1,734 tonnes being diverted from the landfill in 2021.

General Notes:

An Environmental Assessment to determine future solid waste disposal needs for the Town of St. Marys was commenced on February 9, 2015 with final submission processes commencing in August 2021. The Town and consultants continue to work with Ministry Agencies on the EA at this time and Staff anticipate the need to apply to the MECP in July 2022 as a condition of the Site's approval for continued interim capacity to enable the continuation of operations while the EA is finalized.

SUMMARY & IMPLICATIONS

The above information has been summarized from the Annual Monitoring Report for 2021. The landfill Site continues to provide effective and efficient solid waste disposal for the Town. There was approximately 1.6 years of approved filling remaining at the landfill as of November 2021 (Latest available survey data).

The Town is required to submit an application in mid-2022 for additional interim capacity approval at the Site while the "Future Solid Waste Disposal Needs Environmental Assessment" is completed.

Should interim approval not be granted, the Town would be required to find alternative means of waste disposal until such time as additional capacity could be approved.

STRATEGIC PLAN

Not applicable to this report.

OTHERS CONSULTED

Not Applicable

ATTACHMENTS

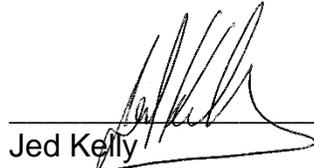
None

REVIEWED BY

Recommended by the Department

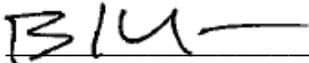


Dave Blake, C.E.T.
Environmental Services Manager



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

BY-LAW 41-2022

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 Lystek International Inc. for the replacement of the boiler system and ancillary works at the water pollution control plant.

- WHEREAS:** Section 5(3) of the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;
- AND WHEREAS:** The Corporation of the Town of St. Marys wishes to replace the boiler system and ancillary works at the water pollution control plant (the "Project") and received a quotation from Lystek International which was subsequently approved by Council on April 26, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Lystek International (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are hereby authorized to execute an agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Lystek International Inc.
 2. That a copy of the said Agreement is attached hereto this By-law, and to affix thereto the corporate seal of The Corporation of the Town of St. Marys.
 3. This By-Law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 26th day of April 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk

BY-LAW 42-2022

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 Canada as represented by the Minister of Federal Economic and Development Agency for Southern Ontario and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** Her Majesty the Queen in Right of Canada as represented by the Minister of Federal Economic and Development Agency for Southern Ontario (the “Feds”) has provided a transfer payment to The Corporation of the Town of St. Marys for the purpose of the Canada Community Revitalization Fund for revitalization of Milt Dunnell Field (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 Canada as represented by the Minister of Federal Economic and Development Agency for Southern Ontario (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 Canada as represented by the Minister of Federal Economic and Development Agency for Southern Ontario, 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 26th day of April 2022.

Mayor Al Stratheedee

Jenna McCartney, Clerk

BY-LAW 43-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the use of optical scanning vote tabulators and vote recorders for the purpose of counting votes at the 2022 municipal election.

WHEREAS: Section 42 of the *Municipal Elections Act*, 1996, S.O. 1996. c.32 provides that the Council of a municipality may, by by-law, authorize the use of voting and vote-counting equipment such as voting machines, voting recorders or optical scanning vote tabulators for the purpose of counting votes at Municipal Elections;

AND WHEREAS: The Council of the Town of St. Marys deems it appropriate and in the public interest to pass such a by-law;

NOW THEREFORE: The Council of The Corporation of the Town of St. Marys hereby enacts as follows;

1. That the Council of The Corporation of the Town of St. Marys hereby authorizes the use of optical scanning vote tabulators and vote recorders for the purpose of counting votes in the 2022 municipal election.
2. That the Clerk is hereby authorized and directed to secure an agreement with an appropriate service provider for the provision of optical scanning vote tabulators and vote recorder equipment.
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 26th day of April 2022.

Mayor Al Strathtdee

Jenna McCartney, Clerk

BY-LAW 44-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and United Way Perth Huron.

- WHEREAS:** The Corporation of the Town of St. Marys entered into a memorandum of understanding between Family Services Perth Huron, United Way Perth Huron and the City of Stratford at the beginning of 2021 for the purpose of clarifying the funding, hiring and delivery of services for a pilot program with a position of the Community Developer and Support Worker (the “CDSW”) for the Town of St. Marys;
- AND WHEREAS:** Family Services Perth Huron is no longer able to employ a CDSW and therefore the memorandum of understanding will not be extended;
- AND WHEREAS:** The Corporation of the Town of St. Marys will assume the responsibility of employing a CDSW (the “Project”) and United Way Perth Huron will commit to funding the Project for a defined period of time;
- AND WHEREAS:** Council for The Corporation of the Town of St. Marys approved the Project on April 26, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with United Way Perth Huron for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and United Way Perth Huron.
 2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
 3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 26th day of April 2022.

Mayor Al Stratheedee

Jenna McCartney, Clerk

BY-LAW 45-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Cimco Refrigeration, A Division of Toromont Ltd.

- WHEREAS:** The Corporation of the Town of St. Marys released RFT-DSC-20-2022 for the purpose of obtaining pricing for the replacement of evaporative condensers at the Pyramid Recreation Centre within the arena (the “Project”);
- AND WHEREAS:** A tender for the Project was submitted by Cimco Refrigeration, A Division of Toromont Ltd. which was subsequently approved by Council on April 26, 2022;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Cimco Refrigeration, A Division of Toromont Ltd. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Cimco Refrigeration, A Division of Toromont Ltd..
 2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
 3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 26th day of April 2022.

Mayor Al Stratheedee

Jenna McCartney, Clerk

BY-LAW 46-2022

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize the signing of an agreement between The Corporation of the Town of St. Marys and Canadian Parks and Recreation

WHEREAS: The Corporation of the Town of St. Marys applied for and received funding from Canadian Parks and Recreation to hire student staffing for the Town of St. Marys aquatics program (the “Project”);

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Canadian Parks and Recreation for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;

THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Canadian Parks and Recreation.
2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 26th day of April 2022.

Mayor Al Strathdee

Jenna McCartney, Clerk

BY-LAW 47-2022

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 April 26, 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 26th day of April 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 26th day of April 2022.

Mayor Al Stratthdee

Jenna McCartney, Clerk