



## **AGENDA**

### **Regular Council Meeting**

March 14, 2023

6:00 pm

Council Chambers, Town Hall

175 Queen Street East, St. Marys

YouTube 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 March 14, 2023 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

Public input received by the Clerks Department prior to 4:30 pm on the day of the meeting will be read aloud during this portion of the agenda.

Submissions will be accepted via email at [clerksoffice@town.stmarys.on.ca](mailto:clerksoffice@town.stmarys.on.ca) or in the drop box at Town Hall, 175 Queen Street East, lower level.

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

- 5.1 **Maggie Kerr re: PC Connect Quarterly Update**

9

#### **RECOMMENDATION**

**THAT** the quarterly update regarding the PC Connect program from Maggie Kerr of the County of Perth be received.

## **6. ACCEPTANCE OF MINUTES**

### **6.1 Regular Council - February 28, 2023**

20

#### **RECOMMENDATION**

**THAT** the February 28, 2023 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

## **7. CORRESPONDENCE**

### **7.1 Proclamation Request - April is Poetry Month**

31

#### **RECOMMENDATION**

**THAT** the correspondence from the St. Marys Poetry Circle regarding a request to proclaim April as Poetry Month in St. Marys be received; and

**THAT** Council proclaim April as Poetry Month in the Town of St. Marys.

### **7.2 Municipality of North Perth re: Funding Request for Galbraith Conservation Area**

33

#### **RECOMMENDATION**

**THAT** the correspondence from the Municipality of North Perth regarding a funding request to support the Galbraith Conservation Area be received.

## **8. STAFF REPORTS**

### **8.1 Administration**

8.1.1	<b>ADMIN 14-2023 Court Security and Prisoner Transportation Program 2023</b>	55
	<p><b>RECOMMENDATION</b></p> <p><b>THAT</b> ADMIN 14-2023 Court Security and Prisoner Transportation Program 2023 report be received; and</p> <p><b>THAT</b> Council approve the terms and conditions of the Court Security and Prisoner Transportation program agreement; and</p> <p><b>THAT</b> Council consider By-law 24-2023 authorizing the Mayor and the Clerk to execute the agreement with the Solicitor General for the Court Security and Prisoner Transportation program.</p>	
8.1.2	<b>ADMIN 15-2023 Enbridge Gas Renewal Update</b>	82
	<p><b>RECOMMENDATION</b></p> <p><b>THAT</b> ADMIN 15-2023 Enbridge Gas Renewal Update report be received; and</p> <p><b>THAT</b> Council consider providing third and final reading to By-law 113-2022, being a by-law to authorize a Franchise Agreement between The Corporation of the Town of St. Marys and Enbridge Gas Inc.</p>	
8.2	<b>Community Services</b>	
8.2.1	<b>DCS 08-2023 Heritage Property Grant Program Expansion</b>	103
	<p><b>RECOMMENDATION</b></p> <p><b>THAT</b> DCS 08-2023 Heritage Property Grant Program Expansion report be received; and</p> <p><b>THAT</b> Council accepts the recommendation from the Heritage and Culture Advisory Committee to expand the Heritage Property Grant Program to include designated heritage properties located outside of the Central Commercial District; and</p> <p><b>THAT</b> Council consider By-Law 23-2023, being a by-law to repeal and replace the former heritage grant with the updated eligibility requirements.</p>	

## **8.3 Corporate Services**

### **8.3.1 COR 25-2023 Agreement MTO Transit – Phase 4 107**

#### **RECOMMENDATION**

**THAT** COR 25-2023 Agreement MTO Transit – Phase 4 report be received; and

**THAT** Council consider By-law 25-2023 authorizing the Mayor and Clerk be to sign the Transfer Payment Agreement for the Safe Restart Agreement Phase 4 Funding for Municipal Transit.

### **8.3.2 COR 26-2023 Agreement Ontario Gas Tax 134**

#### **RECOMMENDATION**

**THAT** COR 26-2023 Agreement Ontario Gas Tax report be received; and

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

**THAT** Council consider By-law 26-2023, authorizing the Mayor and the Clerk to execute the Letter of Agreement for Provincial Gas Tax Funds for Public Transportation Program.

### **8.3.3 COR 27-2023 Adoption of 2023 Budget 139**

#### **RECOMMENDATION**

**THAT** COR 27-2023 Adoption of 2023 Budget report be received; and

**THAT** Council consider By-law 27-2023, being a by-law to adopt the 2023 Budget and Tax Levy; and

**THAT** Council consider By-law 28-2023, being a by-law to set tax ratios for prescribed property classes for municipal purposes for the year 2023; and

**THAT** Council consider By-law 29-2023, being a by-law to levy the rates of taxation for the year 2023.

## **9. COUNCILLOR REPORTS**

## **9.1 Operational and Board Reports**

### **RECOMMENDATION**

**THAT Committee and Board minutes listed under agenda items 9.1.1 to 9.1.7 and 9.2.1 to 9.2.15 be received; and,**

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

<b>9.1.1</b>	<b>Bluewater Recycling Association - Coun. Craigmile</b>	
<b>9.1.2</b>	<b>Business Improvement Area - Coun. Aylward</b>	<b>143</b>
	February 3, 2023 Draft Minutes - Governance Sub-Committee	
	February 13, 2023 Draft Minutes	
	February 23, 2023 Draft Minutes - Governance Sub-Committee	
<b>9.1.3</b>	<b>Huron Perth Public Health - Coun. Luna</b>	
<b>9.1.4</b>	<b>Library Board - Mayor Strathdee, Couns. Aylward and Pridham</b>	<b>155</b>
	March 2, 2023 Draft Minutes	
<b>9.1.5</b>	<b>Municipal Shared Services Committee - Mayor Strathdee, Coun. Edney</b>	
<b>9.1.6</b>	<b>Spruce Lodge Board - Couns. Lucas, Luna</b>	<b>160</b>
	January 18, 2023 Minutes	
<b>9.1.7</b>	<b>Upper Thames River Conservation Authority - Coun. Craigmile</b>	<b>163</b>
	November 22, 2022 Draft Minutes	
<b>9.2</b>	<b>Advisory and Ad-Hoc Committee Reports</b>	
<b>9.2.1</b>	<b>Canadian Baseball Hall of Fame and Museum - Coun. Edney</b>	
<b>9.2.2</b>	<b>Committee of Adjustment</b>	<b>170</b>
	March 1, 2023 Draft Minutes	

9.2.3	Community Policing Advisory Committee - Couns. Edney and Luna	177
	February 15, 2023 Draft Minutes	
9.2.4	Downtown Service Location Review Committee - Mayor Strathdee, Coun. Pridham	
9.2.5	Flats Revitalization Committee - Coun. Edney	
9.2.6	Green Advisory Committee - Coun. Aylward	
9.2.7	Heritage and Culture Advisory Committee - Coun. Lucas	181
	March 8, 2023 Draft Minutes	
9.2.8	Huron Perth Healthcare Local Advisory Committee - Coun. Luna	
9.2.9	Planning Advisory Committee - Couns. Craigmile, Lucas	
9.2.10	Recreation and Leisure Advisory Committee - Coun. Pridham	187
	February 22, 2023 Draft Minutes	
9.2.11	St. Marys Lincolns Board - Coun. Craigmile	
9.2.12	St. Marys Minor Hockey Association Board - Coun. Craigmile	
9.2.13	St. Marys Cement Community Liaison Committee - Couns. Craigmile, Edney	
9.2.14	Stratford Perth Chamber of Commerce - Coun. Lucas	
9.2.15	Town Hall Renovation Committee - Couns. Luna and Pridham	

## 10. EMERGENT OR UNFINISHED BUSINESS

## 11. NOTICES OF MOTION

## **12. BY-LAWS**

### **RECOMMENDATION**

**THAT** By-Law 113-2022 be read a third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

### **RECOMMENDATION**

**THAT** By-Laws 23-2023, 24-2023, 25-2023, 26-2023, 27-2023, 28-2023 and 29-2023 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

<b>12.1</b>	<b>By-Law 113-2022 Authorize a Franchise Agreement with Enbridge Gas Inc.</b>	<b>190</b>
	First and second reading provided December 13, 2022	
<b>12.2</b>	<b>By-Law 23-2023 Heritage Grant and repeal 53-2009 and 27-2017</b>	<b>191</b>
<b>12.3</b>	<b>By-Law 24-2023 Agreement with Ministry of Solicitor General for court security and prisoner transportation program</b>	<b>196</b>
<b>12.4</b>	<b>By-Law 25-2023 Agreement with Minister of Transportation for Safe Restart Phase 4 Funding</b>	<b>197</b>
<b>12.5</b>	<b>By-Law 26-2023 Agreement with Province of Ontario for Dedicated Gas Tax Funds</b>	<b>198</b>
<b>12.6</b>	<b>By-Law 27-2023 Adopt 2023 Tax Levy</b>	<b>199</b>
<b>12.7</b>	<b>By-Law 28-2023 Tax Ratios for 2023</b>	<b>206</b>
<b>12.8</b>	<b>By-Law 29-2023 Tax Rates 2023</b>	<b>208</b>

## **13. UPCOMING MEETINGS**

\*All meetings are open to the public to attend in person and will be live streamed to the Town's YouTube channel

March 21, 2023 - 9:00 am, Strategic Priorities Committee

March 28, 2023 - 6:00 pm, Regular Council

**14. CONFIRMATORY BY-LAW**

211

**RECOMMENDATION**

**THAT** By-Law 30-2023, being a by-law to confirm the proceedings of March 14, 2023 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.

**15. ADJOURNMENT**

**RECOMMENDATION**

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



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

**Meeting Date:** March 14, 2022

**Prepared By:** Maggie Kerr, Transit Project Coordinator, Perth County  
Michael Mousley, Manager of Transit, City of Stratford  
Stephanie Potter, Corporate Initiatives Lead, City of Stratford

**Subject:** PC Connect Quarterly Update- March 2023

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### Background Information

#### A) Community Transportation Program – PC Connect

In 2018, the City of Stratford received \$1.45 million in Community Transportation grant funding to operate 3 intercity bus routes as a five-year pilot program. Stratford operates three intercity routes of the PC Connect service, connecting North Perth with Kitchener-Waterloo on Route 1; and Stratford and St. Marys to Kitchener-Waterloo and London on Routes 2 and 3. The service is an equal partnership with North Perth and St. Marys that provides each partner with equal service levels and shared expenses.

The County of Perth also received \$1.45 million in Community Transportation funding to deliver two intercounty PC Connect routes that connect the rural communities of Listowel, Millbank, Milverton, Atwood, Monkton, and Mitchell; and provide connectivity to Stratford and St. Marys. Perth County routes A and B are provided in partnership with the City of Stratford (providing in-kind contributions) and the Town of St. Marys (providing a portion of a potential future deficit).

Stratford and Perth County continue to provide in-kind contributions to each other's projects, predominately related to key messaging, marketing, route design, and advocacy. The Service operates under one unified PC Connect brand, as the regional service areas, objectives, and interests overlap. The partnership helps to share common project costs and ensure that the service remains a regional initiative, designed to benefit all communities in the region. The PC Connect staff project team continues to hold monthly meetings with the CAOs of Stratford, St. Marys, and North Perth.

Each of the five PC Connect routes operate 8 hours per day, 6 days a week from Monday to Saturday (with the exception of Route B not operating Saturdays); representing 240 total weekly service hours in the communities. The City and the County have contracted Voyago to provide the service.

## B) PC Connect Service Update

### i) 2022 Project Highlights

In 2022, PC Connect effectively alleviated transportation barriers for residents, providing affordable and accessible transportation to access employment and social programs, attend appointments, visit friends and family, and maintain an independent and active lifestyle. A few notable highlights from the year include:

- Provided 9,144 rides in 2022, taking the overall PC Connect ridership total to 13,412 since launch.
- Grew PC Connect ridership by 127% through the execution of continuous marketing, advertising and outreach efforts, and implementation of strategic service enhancements.
- Sourced and implemented new technology that enables riders to pre-book, pay and track the buses in real-time. The technology also provides efficiency with notifying customers about service cancellations and gathering service data. 1,207 rider profiles have been created to date.
- Implemented significant service enhancements to improve the service:
  - Route A: New express trip through high-ridership areas.
  - Route B: Eliminated underutilized stop locations and Saturday service, and introduced two new expedited trip options.
  - Route 1: Introduced a new stop location along Highway 86 to better serve the rural community (January 2023).
  - Route 2 & 3: Transitioned to a later start time to better align with other transportation services and serve student scheduling.
- Revamped and modernized new PC Connect webpages that improved the user experience and simplified the flow of information. PC Connect webpage views grew 180% in 2022.
- Developed and executed multiple multi-media marketing campaigns and promotions, one of which resulted in 2.6x ridership during the month of execution, and 117% ridership growth in the 3 months following the campaign.
- Strategically developed GTFS data, and launched PC Connect on Google Maps to make it even easier for residents to find PC Connect routes and scheduling information.

- Compiled and submitted a formal business case to the MTO requesting additional and continued financial support for PC Connect.

## ii) 2023 Objectives

In order to continue to advocate for a sustainable, long-term service, 2023 will be a pivotal year for PC Connect. Project initiatives will range from extending service agreements, to growing ridership and advocating for continued financial support for the service. A high-level list of initiatives planned and underway for 2023 include:

- Extend all PC Connect service agreements to align with the 2023-2025 project extension awarded by the Ministry of Transportation.
- Collaborate with service and app providers to investigate and explore the potential for the integration of an on-demand features for Route B, contributing to a more effective and sustainable service model.
- Implement continuous service enhancements including schedule, route and bus stop updates as needed. Investigate the potential for flex stops in order to make the service even more accessible.
- Develop a PC Connect campaign that humanizes the PC Connect service and showcases the vital impact that it has had on residents. The campaign will be used to inspire both residents and stakeholders.
- Grow PC Connect ridership through continued marketing and advertising efforts, such as consistent content creation, posting and audience engagement on social media, and the development and execution of promotional campaigns such as free ride days.
- Advocate for additional and continued financial support from the Province in order to continue to provide much needed, affordable public transportation in our communities.
- Investigate alternative sources of funding for the longer-term sustainability of the PC Connect service including Gas Tax, FCM grants and any infrastructure and community funding released, as well as sponsorships with private businesses to diversify revenue streams beyond ridership.
- Investigate the potential to create a PC Connect advertising program that offers local businesses and services promotional ad space on the exterior of PC Connect fleet, in order to generate additional revenue to fund the PC Connect service.
- Continue to provide exceptional customer service to new and existing riders, while working with Voyago to improve the customer service process for inquiries and stranded riders.

- Continue to build relationships and partnerships with community services, businesses and employers to provide clients and employees with an affordable method of transportation that align with their needs.

### iii) Ridership

As a result of continued marketing and advertising, community outreach, promotions, and service enhancements, PC Connect ridership continues to grow at an average rate of 16% month-over-month. Since launch on November 16, 2020, PC Connect has serviced a total of 15,328 rides (data up to March. 1, 2022).

#### PC Connect Ridership to Date

<b>Funding Period</b>	<b>Route A: Perth County North</b>	<b>Route B: Perth County South</b>	<b>Route 1: KW to Listowel</b>	<b>Route 2: KW to St. Marys</b>	<b>Route 3: London to Stratford</b>	<b>TOTALS</b>
<b>Funding Year 3:</b> Nov 2020-Mar 2021	342	87	55	186	94	<b>764</b>
<b>Funding Year 4:</b> Apr 2021-Mar 2022	1,116	578	872	978	1,127	<b>4,671</b>
<b>Funding Year 5:</b> April 2022	128	37	128	102	106	<b>501</b>
May 2022	143	38	110	168	64	<b>589</b>
June 2022	203	49	188	210	160	<b>810</b>
July 2022	320	120	209	335	227	<b>1,211</b>
August 2022	250	104	140	296	252	<b>1,042</b>
September 2022	258	112	136	362	153	<b>1,021</b>
October 2022	211	96	140	297	189	<b>933</b>
November 2022	236	77	129	326	240	<b>1,008</b>
December 2022	197	84	130	284	167	<b>862</b>
January 2023	213	76	146	328	201	<b>964</b>
February 2023	214	59	140	345	194	<b>952</b>
<b>TOTALS</b>	<b>3,831</b>	<b>1,517</b>	<b>2,523</b>	<b>4,208</b>	<b>3,249</b>	<b>15,328</b>

St. Marys is located along PC Connect Routes B, 2 and 3, providing residents with direct access to London, Stratford, K/W and Mitchell. A portion of the ridership data attached has been gathered through the app, which currently represents approximately 15% monthly ridership.

### C) Service Extension – March 2023 to March 2025

The current term of Stratford's service with Voyago will end on March 31, 2023, and the County's will end on August 31, 2023. The Community Transportation Program was originally intended to be a 5-year pilot program; however, the project launch was substantially delayed by the 2019 provincial election and the

2020 outbreak of COVID-19, which reduced program duration to two and a half years (to March 31, 2023). In summer 2021, the Ministry of Transportation of Ontario (MTO) announced that Community Transportation grant recipients would receive a two-year pilot program extension with additional funding. Stratford received an additional \$611,936.91, and the County received \$858,713.68 to continue PC Connect until March 31, 2025. This is an exciting opportunity to continue this important program with additional funding – however, a substantial municipal investment will be required to extend the program for the full 2 years.

Staff have held several follow-up meetings with the MTO since the program extension announcement to request more information regarding both the City and County's funding allocation, and to request additional funding. Meetings included an Association of Municipalities of Ontario (AMO) Conference delegation meetings with the MTO in 2021 and 2022. On October 31, 2022, Stratford and Perth County submitted a business case to the MTO, requesting that each of the program extension funding allocations be increased to \$1 million each. Two follow up letters have been sent since this submission. The Ministry has confirmed receipt of the request but has not committed to increasing extension funding.

## **Analysis**

Through continued investment in the PC Connect pilot program into 2025, we can continue to provide much-needed access to intercity transportation in this community with support from the Ministry of Transportation and local community partners. We also have a unique opportunity to use the PC Connect ridership data to build a strong business case for continued GO Train expansion in the region. The MTO extended GO Train services to London, St. Marys, and Stratford beginning on October 18, 2021 with one daily return trip, operating Monday to Friday. GO service allows residents and visitors to connect to/from London, Kitchener-Waterloo, Guelph, and the Greater Toronto Area. Staff continue to meet with Metrolinx and the MTO for program updates and to advocate for increased service frequency. Metrolinx confirmed that their intention is to slowly introduce service to this region with a similar process used in Niagara Region (i.e. introduce one train to start and slowly build service levels). Staff also continue to engage with Metrolinx, community stakeholders, and the other regional municipal partners to build a business case for continued GO Train expansion in this region.

In the long-term, the intent is to fill GO Train service gaps with PC Connect service and use the ridership data to build a business case for increased GO frequency. It is hoped that GO service would replace PC Connect for long-distance connectivity to London and Kitchener-Waterloo in Stratford and St. Marys. PC Connect would function as the connecting link from Perth County to Stratford and St. Marys. North Perth will also require long-term and ongoing PC

Connect bus service to access St. Jacobs-Elmira and Kitchener-Waterloo directly.

## **Financial Implications**

### **A) Financial impact to current year operating budget:**

City of Stratford (1, 2 & 3): The 2023 draft budget for the PC Connect service includes the use of the remaining available grant funds and contributions from each of Stratford, North Perth, and St. Marys to make up municipal contributions of approximately \$34,000.00 each in 2023. Other financial impacts are not expected.

County of Perth (A & B): The County's portion of the PC Connect project will continue to be fully funded by the Community Transportation grant for Year 6 (April 1, 2023 – March 31, 2024).

### **B) Financial impact on future year operating budget:**

Substantial municipal contributions will be required to carry on with the entire PC Connect in 2024 and the first quarter of 2025. The extent of these are unknown until such time as discussions occur with the Service Provider. This will be determined through further analysis of the available funds, the structure of the routes and service and pending any information on additional funding.

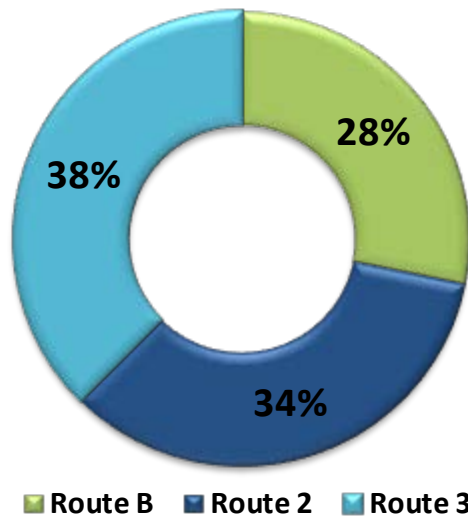
### **Attached:**

**PC Connect St. Marys Ridership Summary**  
**Free Ride Week Promotional Advertisement**

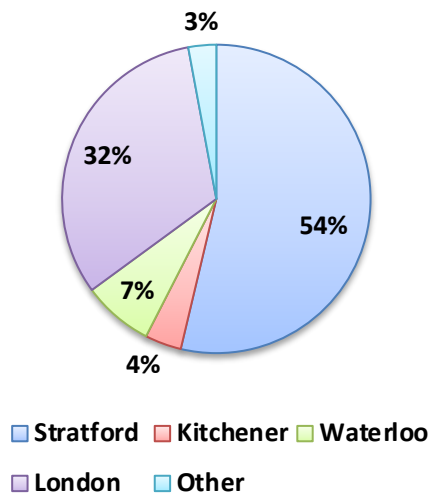
## PC CONNECT ST. MARYS RIDERSHIP SUMMARY:

Total St. Marys Ridership: November 2020 - February 2023:			
Route	On	Off	TOTAL
Route B	417	274	691
Route 2	506	354	860
Route 3	555	368	923
<b>TOTAL</b>	<b>1,478</b>	<b>996</b>	<b>2,474</b>

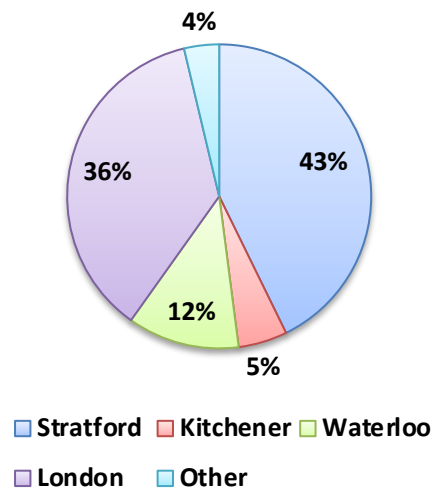
Total St. Marys Route Utilization:  
November 2020-November 2022



June-November 2022 App Data  
From St. Marys To:

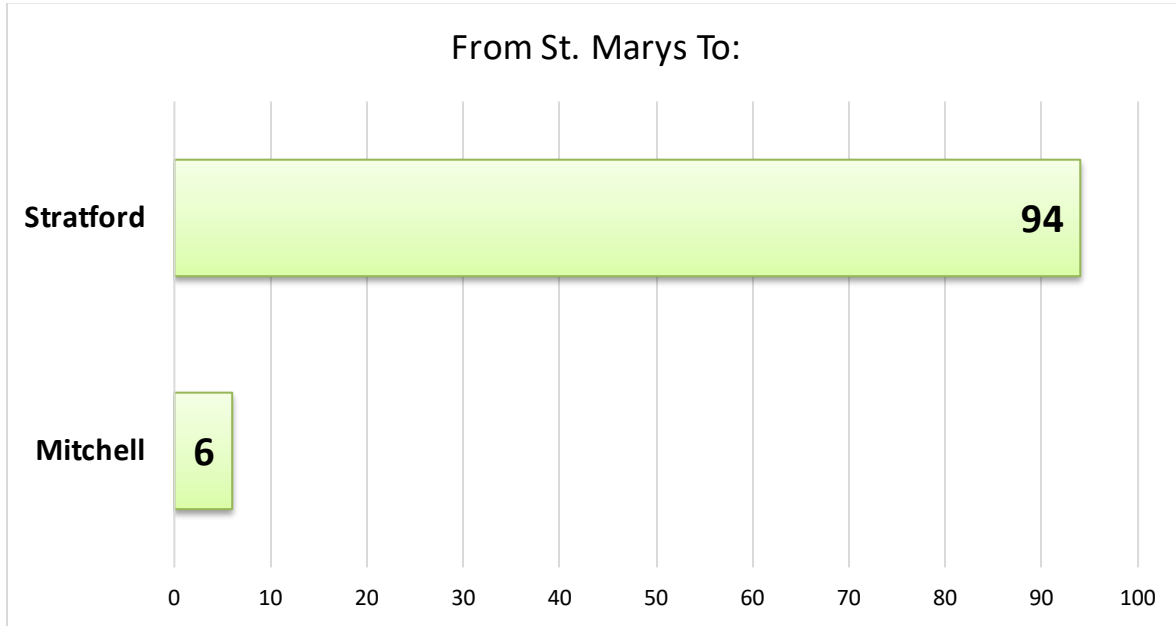


June-November 2022 App Data  
To St. Marys From:

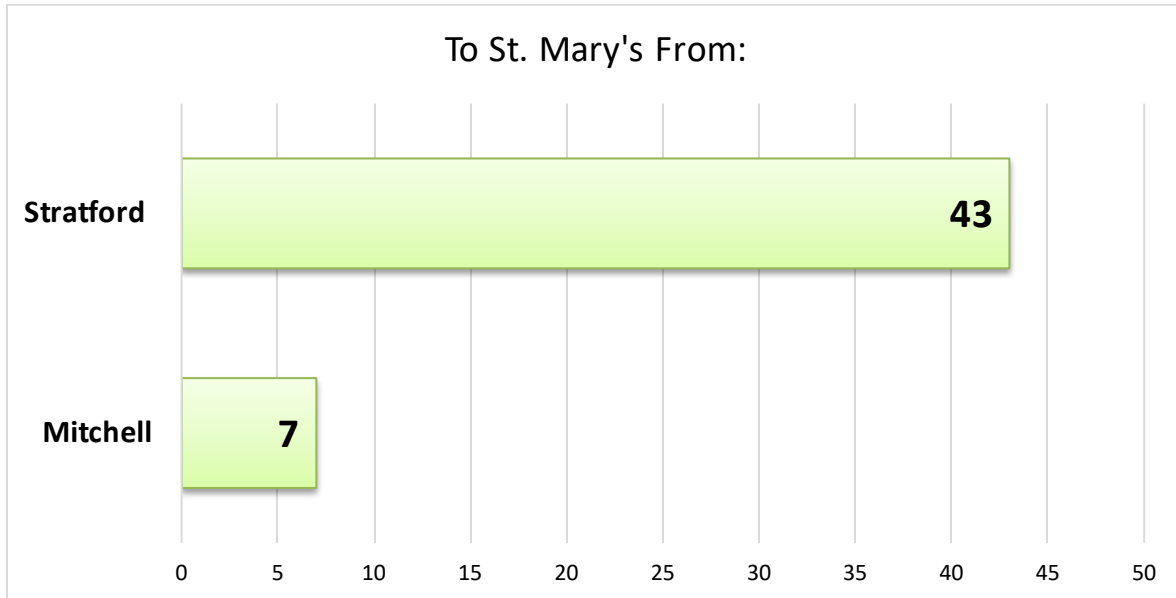


## ROUTE B: June 2022 - February 2023 Trip Request App Data<sup>1</sup>

### St. Marys Origin



### St. Marys Destination

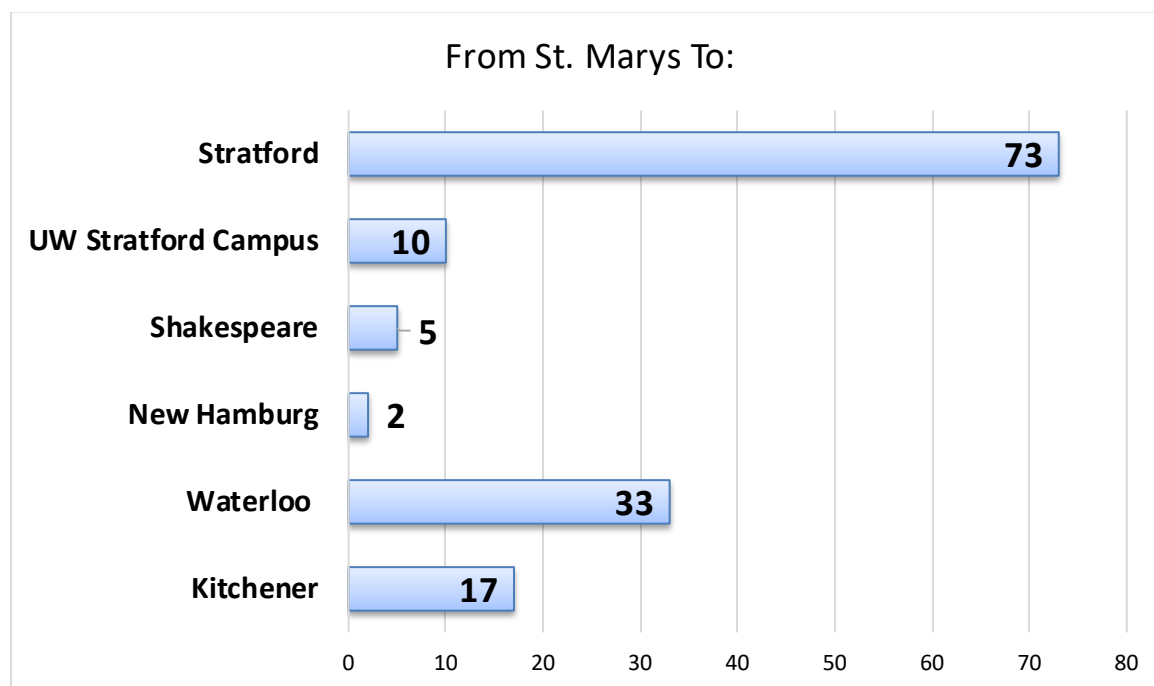


<sup>1</sup> Please note that data collected through the app only represents ridership booked through the BlaiseApp – approximately 16% of June 2022 - February 2023 ridership.

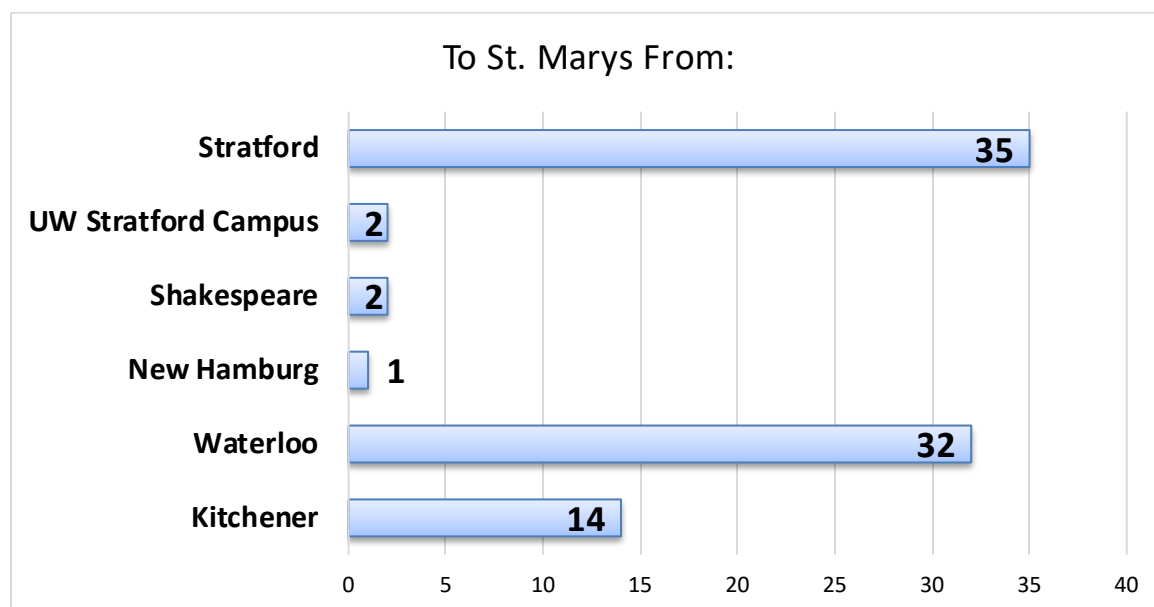


## ROUTE 2: June 2022 - February 2023 Trip Request App Data<sup>2</sup>

### St. Marys Origin



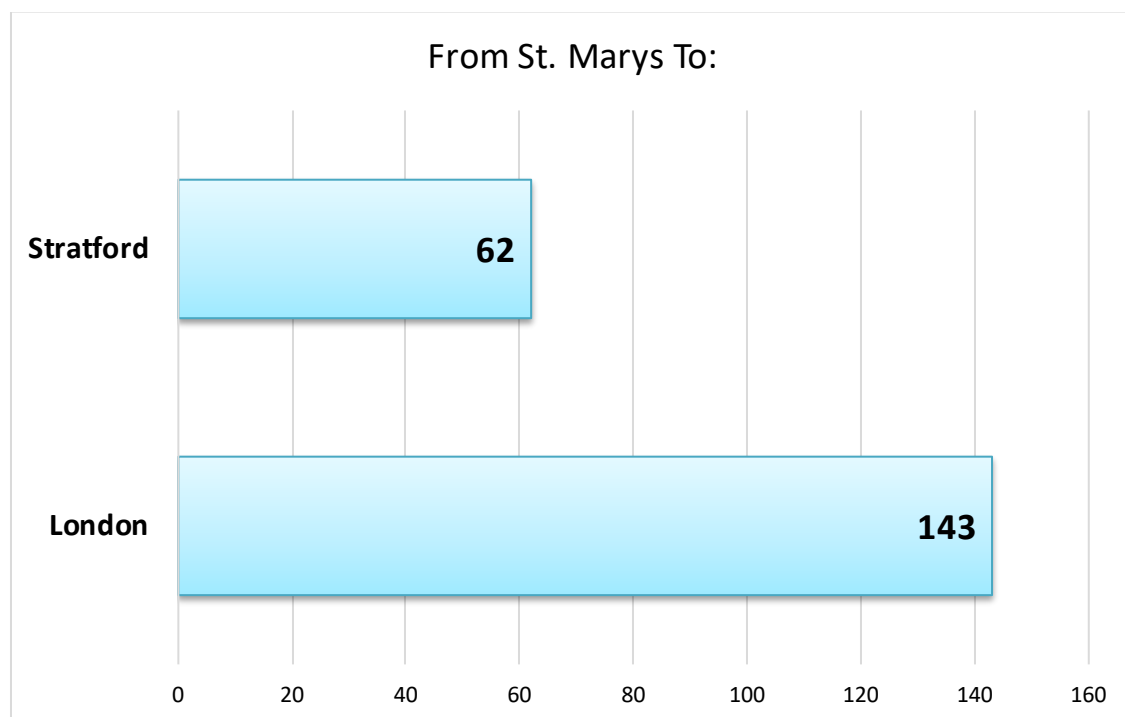
### St. Marys Destination



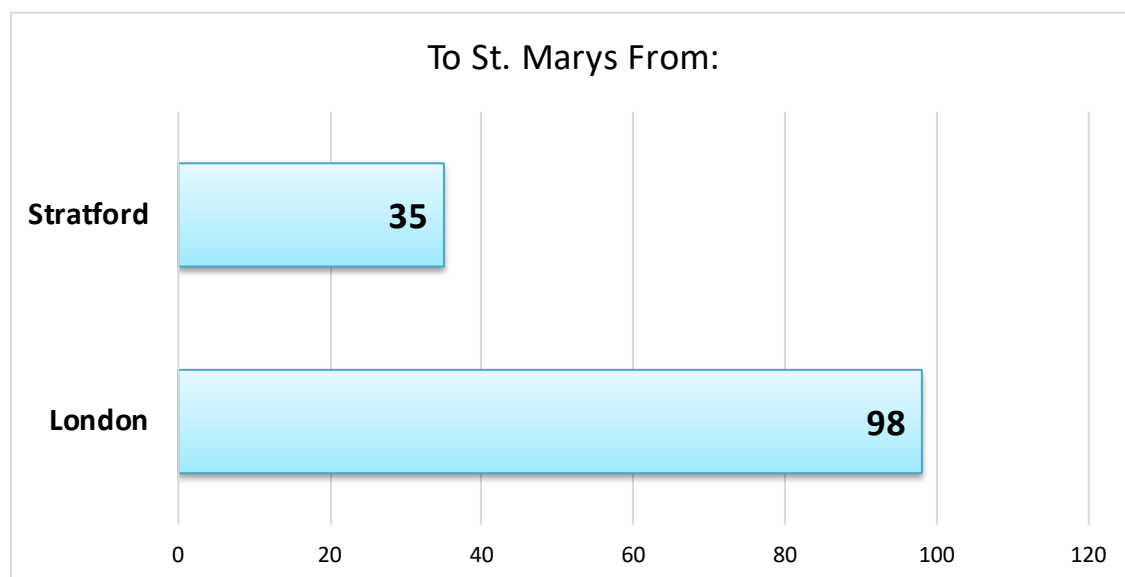
<sup>2</sup> Please note that data collected through the app only represents ridership booked through the BlaiseApp – approximately 16% of June 2022 - February 2023 ridership.

## ROUTE 3: June 2022 - February 2023 Trip Request App Data<sup>3</sup>

### St. Marys Origin



### St. Marys Destination



<sup>3</sup> Please note that data collected through the app only represents ridership booked through the BlaiseApp – approximately 16% of June 2022 - February 2023 ridership.

## PC Connect Free Ride Week Promotional Advertisement



The advertisement features a white PC Connect bus driving on a snowy road. The background is a winter landscape with snow-covered trees and a clear sky. The text is overlaid on the image in a clean, modern font. The PC Connect logo is in the top left corner. The main headline 'PC Connect - Public Transit for ALL' is in blue. Below it, 'RIDE FREE' is in large, bold, yellow-outlined letters. The dates 'ALL MARCH BREAK: March 13 - 18, 2023' are in blue. A QR code is on the right side. Contact information, including a phone number and website, is at the bottom right.

 PC Connect - Public Transit for ALL

# RIDE FREE

*ALL MARCH BREAK: March 13 - 18, 2023*

*For more information  
on routes & schedules:*

**1-888-465-0783**

**PERTHCOUNTY.CA/PCCONNECT**



*The advertisement above can also be found in the St. Marys Independent, March 9<sup>th</sup> print edition.*



## **MINUTES Regular Council**

February 28, 2023  
6:00pm  
Town Hall, Council Chambers

Council Present: Mayor Strathdee  
Councillor Aylward  
Councillor Craigmile  
Councillor Edney  
Councillor Lucas  
Councillor Pridham

Council Regrets: Councillor Luna

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

**Conference Line**  
Richard Anderson, Director of Emergency Services / Fire Chief  
Grant Brouwer, Director of Building and Development  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
André Morin, Director of Corporate Services / Treasurer  
Ray Cousineau, Facilities Manager  
Darcy Drummond, Recreation Manager  
Jennifer Lewis, Early Learning Services 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 2023-02-28-01**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Lucas

**THAT** the February 28, 2023 regular Council meeting agenda be accepted as presented.

**CARRIED**

**4. PUBLIC INPUT PERIOD**

None.

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

**5.1 Canadian Baseball Hall of Fame re: Roadway Naming Request**

**Resolution 2023-02-28-02**

**Moved By** Councillor Edney

**Seconded By** Councillor Aylward

**THAT** the delegation from Canadian Baseball Hall of Fame and Museum regarding a roadway naming request be received; and

**THAT** Council approve the request from Canadian Baseball Hall of Fame and Museum to name the laneway as Ferguson Jenkins Way.

**CARRIED**

**5.2 Paul Seebach of Seebach and Company Chartered Accountants re: 2021 Audited Financial Statements**

**Resolution 2023-02-28-03**

**Moved By** Councillor Pridham

**Seconded By** Councillor Lucas

**THAT** the delegation from Paul Seebach of Seebach and Company Chartered Accountants regarding the 2021 audited financial statements be received.

**CARRIED**

**5.3 2023 Draft Budget for Public Engagement**

**Resolution 2023-02-28-04**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** staff be directed to prepare the budget by-law for consideration at the March 14, 2023 regular Council meeting.

**CARRIED**

**6. ACCEPTANCE OF MINUTES**

**6.1 Special Meeting of Council - February 14, 2023**

**Resolution 2023-02-28-05**

**Moved By** Councillor Aylward

**Seconded By** Councillor Craigmile

**THAT** the February 14, 2023 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

**CARRIED**

**6.2 Regular Council - February 14, 2023**

**Resolution 2023-02-28-06**

**Moved By** Councillor Edney

**Seconded By** Councillor Lucas

**THAT** the February 14, 2023 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

**CARRIED**

**6.3 Special Meeting of Council - February 16, 2023**

**Resolution 2023-02-28-07**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Aylward

**THAT** the February 16, 2023 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

**CARRIED**

**7. CORRESPONDENCE**

None.

**8. STAFF REPORTS**

**8.1 Administration**

**8.1.1 ADMIN 11-2023 February Monthly Report (Administration)**

**Resolution 2023-02-28-08**

**Moved By** Councillor Lucas  
**Seconded By** Councillor Aylward

**THAT** ADMIN 11-2023 February Monthly Report (Administration) be received for information.

**CARRIED**

**8.1.2 ADMIN 12-2023 Kinsmen Club of St. Marys Summerfest Request for Noise By-law Exemption and Access to Milt Dunnell Field**

**Resolution 2023-02-28-09**

**Moved By** Councillor Lucas  
**Seconded By** Councillor Aylward

**THAT** ADMIN 12-2023 Kinsmen Club of St. Marys Summerfest Request for Noise By-law Exemption and Access to Milt Dunnell Field report be received; 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 Field, for the purpose of Summerfest until the time of 1:00 am on July 21, 2023, 1:00 am on July 22, 2023 and to 1:00 am on July 23, 2023 subject to the condition of notifying all property owners within a 150m radius; and

**THAT** Council grant exclusive use of Milt Dunnell Field, to the Kinsmen Club of St. Marys between Monday, July 17, 2023 and Monday, July 24, 2023 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 22, 2023; 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 Field between July 17, 2023 and July 24, 2023; 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 Field between July 17, 2023 and July 24, 2023; and

**THAT** Council direct staff to communicate the requirements of the Refreshment Vehicle By-law to Kinsmen Club of St. Marys; and

**THAT** Council direct staff to communicate the requirements of obtaining a lottery licence under the Alcohol and Gaming Commission of Ontario.

**CARRIED**

## **8.2 Building and Development Services**

### **8.2.1 DEV 09-2023 February Monthly Report (Building & Development)**

**Resolution 2023-02-28-10**

**Moved By** Councillor Pridham

**Seconded By** Councillor Aylward

**THAT** DEV 09-2023 February Monthly Report (Building & Development) be received for information.

**CARRIED**

### **8.2.2 DEV 08-2023 Town Hall Roof Replacement**

**Resolution 2023-02-28-11**

**Moved By** Councillor Lucas

**Seconded By** Councillor Aylward

**THAT** DEV 08-2023 Town Hall Roof Replacement Award report be received; and,

**THAT** the procurement for RFT-DEV-09-2023 Town Hall Roof Replacement be awarded to 818185 Ontario Inc. o/a Robertson Restoration for the procured price of \$412,450.00, inclusive of all taxes and contingencies; and,

**THAT** Council consider By-Law 20-2023 to authorize the Mayor and the Clerk to sign the associated agreement with 818185 Ontario Inc. o/a Robertson Restoration for the Town Hall roof replacement.

**CARRIED**

### **8.2.3 DEV 10-2023 5 James St N (St Marys Train Station) Sign Replacement**



**Resolution 2023-02-28-12**

**Moved By** Councillor Pridham

**Seconded By** Councillor Lucas

**THAT** DEV 10-2023 5 James St. N. (St. Marys Train Station) Sign Replacement report be received; and

**THAT** Council deems the St. Marys Train Station sign to be an “official sign” exempted from Section 3.2(1)(k) of the Sign By-law.

**CARRIED**

**8.3 Community Services**

**8.3.1 DCS 04-2023 February Monthly Report (Community Services)**

**Resolution 2023-02-28-13**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** DCS 04-2023 February Monthly Report (Community Services) be received for information.

**CARRIED**

**8.3.2 DCS 06-2023 Skate Park Survey Results and Design Recommendations**

**Resolution 2023-02-28-14**

**Moved By** Councillor Edney

**Seconded By** Councillor Aylward

**THAT** DCS 06-2023 Skate Park Survey Results and Design Recommendation report be received; and

**THAT** Council approve Radius Contracting Inc’s conceptual design #1 for the expansion of the existing Skate Park.

**CARRIED**

**8.3.3 DCS 07-2023 Rotary Club of St. Marys Capital Contribution Agreement for the Skate Park Expansion**

**Resolution 2023-02-28-15**

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

**THAT** DCS 07-2023 Rotary Club of St. Marys Capital Contribution Agreement for the Skate Park Expansion be received; and

**THAT** Council consider By-Law 21-2023, being a bylaw to authorize the Mayor and the Clerk to sign a Capital Contribution Agreement with the Rotary Club of St. Marys for the Skate Park expansion.

**CARRIED**

**8.3.4 DCS 09-2023 Canada-Wide Early Learning and Child Care Agreement**

**Resolution 2023-02-28-16**

**Moved By** Councillor Craigmile  
**Seconded By** Councillor Lucas

**THAT** DCS 09-2023 Canada-Wide Early Learning and Child Care Agreement report be received; and

**THAT** Council approve By-Law 19-2023 authorizing the Mayor and Clerk to execute the agreement with City of Stratford for the Canada-Wide Early Learning and Child Care program.

**CARRIED**

**8.4 Corporate Services**

**8.4.1 COR 20-2023 February Monthly Report (Corporate Services)**

**Resolution 2023-02-28-17**

**Moved By** Councillor Lucas  
**Seconded By** Councillor Aylward

**THAT** COR 20-2023 February Monthly Report (Corporate Services) be received for information.

**CARRIED**

**8.4.2 COR 21-2023 Audited Financial Statements - 2021**

**Resolution 2023-02-28-18**

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

**THAT** COR 21-2023 Audited Financial Statements - 2021 be received; and

**THAT** Council approve the Audited Financial Statements for the Year Ended December 31, 2021

**CARRIED**

**8.4.3 COR 22-2023 Business Improvement Area Utilization of Town Services**

**Resolution 2023-02-28-19**

**Moved By** Councillor Aylward  
**Seconded By** Councillor Pridham

**THAT** COR 22-2023 Business Improvement Area Utilization of Town Services report be received; and

**THAT** Council support the recommendation to provide the BIA Board with Town staff support for administrative functions as described in this report; and

**THAT** Council direct staff to prepare and finalize a Memorandum of Understanding with the BIA Board.

**CARRIED**

**8.4.4 COR 23-2023 Annual Treasurer Reports**

**Resolution 2023-02-28-20**

**Moved By** Councillor Craigmile  
**Seconded By** Councillor Lucas

**THAT** COR 23-2023 Annual Treasurer Reports report be received.

**CARRIED**

Council took a brief break at 7:58 pm.

Mayor Strathdee called the meeting back to order at 8:07 pm.

**8.5 Fire and Emergency Services**

**8.5.1 FD 02-2023 February Monthly Report (Emergency Services)**

**Resolution 2023-02-28-21**

**Moved By** Councillor Edney

**Seconded By** Councillor Lucas

**THAT** FD 02-2023 February Monthly Report (Emergency Services) be received for information.

**CARRIED**

**8.6 Human Resources**

**8.6.1 HR 02-2023 February Monthly Report (Human Resources)**

**Resolution 2023-02-28-22**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Aylward

**THAT** HR 02-2023 February Monthly Report (Human Resources) be received for information.

**CARRIED**

**8.7 Public Works**

**8.7.1 PW 12-2023 February Monthly Report (Public Works)**

**Resolution 2023-02-28-23**

**Moved By** Councillor Lucas

**Seconded By** Councillor Pridham

**THAT** PW 12-2023 February Monthly Report (Public Works) be received for information.

**CARRIED**

**8.7.2 PW 15-2-23 Pedestrian Crossing Hardware Supply Award and Community Safety Zone Lighting**

**Resolution 2023-02-28-24**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Lucas

**THAT** PW-2023 Pedestrian Crossing Hardware Supply Award and Community Safety Zone Lighting report be received; and,

**THAT** the procurement for Pedestrian Crossing Hardware be awarded to Cedar Signs Ltd. for the quoted price of \$30,740.00, inclusive of all taxes and contingencies; and,

**THAT** Council direct staff to include flashing beacons to accommodate the community safety zones on Water Street S. and James St. N.

**THAT** the Chief Administrative Officer execute the associated agreement with Cedar Signs Ltd. For the procurement of pedestrian crossing hardware.

**CARRIED**

**9. EMERGENT OR UNFINISHED BUSINESS**

None.

**10. NOTICES OF MOTION**

None.

**11. BY-LAWS**

**Resolution 2023-02-28-25**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** By-Laws 19-2023, 20-2023 and 21-2023 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**11.1 By-Law 19-2023 Agreement with the Corporation of the City of Stratford for the Canada Wide Early Learning and Child Care Program**

**11.2 By-Law 20-2023 Agreement with 818185 Ontario Inc. o/a Robertson Restoration for Town Hall roof replacement**

**11.3 By-Law 21-2023 Capital Contribution Agreement with Rotary Club of St. Marys for skate park expansion**

**12. UPCOMING MEETINGS**

March 14, 2023 - 6:00 pm, Regular Council, Council Chambers

March 21, 2023 - 9:00 am, Strategic Priorities Committee, Council Chambers

March 28, 2023 - 6:00 pm, Regular Council, Council Chambers

**13. CONFIRMATORY BY-LAW**

**Resolution 2023-02-28-26**

**Moved By** Councillor Aylward

**Seconded By** Councillor Lucas

**THAT** By-Law 22-2023, being a by-law to confirm the proceedings of February 28, 2023 regular Council meeting be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**14. ADJOURNMENT**

**Resolution 2023-02-28-27**

**Moved By** Councillor Edney

**Seconded By** Councillor Aylward

**THAT** this regular meeting of Council be adjourned at 8:46 pm.

**CARRIED**

---

Al Strathdee, Mayor

---

Jenna McCartney, Clerk

62, Ontario St S  
St.Marys  
ON N4X 1A4  
519-284-2578  
alizonsharun@gmail.com

**For the Attention of Jenna McCartney**  
Town Clerk,  
St.Marys Town Council

**Re: Proclamation to Celebrate St.Marys as a “Poetry Town” for the month of April**

To celebrate National Poetry Month, the St.Marys Poetry Circle is planning a series of free events which are open to the public and which are designed to make poetry visible, accessible and enjoyable. Included in the series is a poetry reading at The Library on 14 April, Poetry Busking in the town, (date to be confirmed), Poetry displayed in store windows, (we are approaching the BIA) and a family Poetry event- “Poetry Tree”, on The Flats during the first Farmers Market on May 6th.

We hope to develop events for April on a yearly basis. To have the Town of St.Marys proclaimed as a Poetry Town for April, would add considerable focus, weight and community spirit to our endeavours. It's a way to recognize the valuable contribution poets and writers make to the cultural life in the community and a means of recognizing and honouring the importance of literature and poetry in particular.

Honourable Mayor and Councillors, I present this for your consideration.

Please see below for more information about National Poetry Month, and Poetry City, which includes a sample proclamation.

With thanks

Sincerely yours,

Alizon Sharun

President of St.Marys Poetry Circle

<https://poets.ca/poetrycity/>





MUNICIPALITY OF  
**North Perth**  
[www.northperth.ca](http://www.northperth.ca)

A Community of Character

330 Wallace Ave. N., Listowel, ON N4W 1L3

Phone: 519-291-2950

Toll Free: 888-714-1993

March 1, 2023

RE: Support Request

To: Members of Council and CAO,

The Municipality of North Perth is seeking funding to help us revitalize the Galbraith Conservation Area. On January 9, 2023, staff were given direction from Council to reach out to agencies and private donors to assess if there is funding investment interest. Staff have been directed to return to North Perth Council within 60 days with a direction. We are reaching out to you as we believe the values and priorities of our organizations align very well.

The Galbraith Conservation Area is a unique property that is not replicated anywhere in the area and as such, provides a significant opportunity for the extended community. North Perth staff have developed a draft business plan (attached) with the purpose of showing the potential for public use of the property.

North Perth and partners would like to explore the option of entering into a lease agreement with Maitland Valley Conservation Authority (MVCA) for the Galbraith Conservation Area, which comes at an estimated cost of \$13,000/year for property maintenance and upkeep. We believe this is an opportunity to provide a unique outdoor experience close to home for the residents of Perth County. Continued and/or expanded use of this facility could be a considerable benefit in promoting and assisting with youth engagement and retention and providing summer employment.

Your financial support will help in the success of this very worthwhile community project. In our rapidly growing community, we have an opportunity to create a successful plan for the Galbraith Conservation Area which not only strengthens the economic benefits for our area, but also nurtures the generations of children and youth to prepare them to be citizens of our community in the years to come.

If you have any questions, please do not hesitate to contact us. We would be more than happy to provide you with additional information.

Sincerely,

Amy Gangl, Manager of Programs  
[agangl@northperth.ca](mailto:agangl@northperth.ca)  
519-292-2056

Kriss Snell, CAO  
[ksnell@northperth.ca](mailto:ksnell@northperth.ca)  
519-291-2950



# GALBRAITH CONSERVATION AREA

## *Business Plan*

THE FOLLOWING IS DRAFT ONLY AND AN ESTIMATE OF  
THE POTENTIAL USE FOR THIS SPACE.



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DRAFT

## INTRODUCTION

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Conservation Lands have many important uses, such as:

- They protect important natural features as well as ecosystems and their functions
- They provide recreational opportunities for people to enjoy such as hiking, canoeing, camping, snowshoeing and many other outdoor activities
- They provide living classrooms for schools, nature groups and others to explore and learn about nature

Galbraith Conservation Area property is owned by Maitland Valley Conservation Authority (MVCA). It was leased by the Galbraith Optimist Camp for Kids from 1991-2018 used as a successful summer day camp opportunity for children and youth with 100 participants attending each week.

In the fall of 2017, The Galbraith Optimist Camp for Kids notified MVCA that they made the decision to terminate their lease due to increasing costs and failure to attract volunteers. The lease terminated on June 1, 2018.

Prior to disposing the property, MVCA is required by the Ministry of Natural Resources and Forestry to contact public agencies to determine if there is any interest in acquiring the property from MVCA. If there is no interest expressed by public agencies, then MVCA will process to sell the property on the open market.

The majority of the subject property is within the Natural Resources/Environment designation of the County of Perth Official Plan. An area located within the southern portion, where the recreational activities occur, along with the pond, associated buildings and structures, and the driveway/access to this portion, is within the Recreational designation.

This is a unique property that is not replicated anywhere in the area and as such, provides a unique opportunity for the extended community. It would be a significant loss to the extended community if the facility were to be lost as public lands. It would be extremely difficult to ever recreate a comparable location.

Given that this property is located on the boundary between Perth East and North Perth, both were included in preliminary discussions as potential partnerships with this property. Though Perth East declined, North Perth's interest remains.

This plan was developed to retain the land for public use and explore options for multi-use of this space including creating an outdoor educational environment, returning summer day camp and offer additional passive recreation options. The importance of investing time and effort to this property is strongly supported by many organizations who have contact the Municipality of North Perth interested in partnering with us to make this a success.

# 1. EXECUTIVE SUMMARY

---

Growing research shows the natural world can be a rich learning environment where a child can explore new concepts and develop a range of skills needed for adult life.

People of all ages focus better after being in nature. By being physically outside, we're able to take a mental break from electronics and other mentally draining distractions. Participating in activities outdoors instead of indoors also helps us develop more self-discipline and impulse control, both of which can benefit academic and employment success.

With the increase in mental health concerns, the need for outdoor education classrooms and a desire to enhance recreation and community programs to North Perth citizen's needs, preserving the Galbraith Conservation (GCA) facilities and the associated programs is worth the investment.

It is an opportunity to provide a unique outdoor experience close to home for the residents of North Perth. This includes providing numerous opportunities for youth engagement in the community and summer employment. Continued and or expanded use of this facility could be a significant benefit in promoting and assisting with youth engagement and retention, a key objective identified for North Perth and surrounding municipalities.

Given the 27 years of successful operation of GCA and consistent uptake of the programs from across the broad area, the options for extending the partnership to other municipalities and organizations is a strong and viable part of this project. For example, partnerships with local school organizations would open opportunities for various environmental education programs in the Northern region of Perth County. Partnerships also offer many opportunities which would appeal to granting organizations.

By entering into agreement with MVCA about the GCA property, North Perth will continue to demonstrate our role as a strong leader in Perth County. We propose a partnership with MVCA on this undertaking, so they maintain ownership, while operation becomes the part of an expanded group with North Perth.

The GCA Project would:

- Preserve this unique property and contribute to the betterment of our community
- Provide an outdoor educational environment for our schools to enhance educational opportunities for students
- Create engaging opportunities for youth leadership and retention
- Contribute to economic development by appealing to tourists visiting our county
- Connect citizens to nature and conservation lands
- Empower individuals and organizations to get involved in their community
- Enhance the Perth County Trail Network by having the use of the Galbraith trails for hikers and cyclists
- Strengthen North Perth community partnerships

Though budgetary impacts would be highest at start-up, through many funding initiatives, GCA programs can operate on a break-even budget while providing a quality unique service to North Perth citizens who have a passion for community, the environment and rural life.



## 2. BACKGROUND

---

The Galbraith Conservation, located on Perth Road 140, is 116.4 acres in size and contains a variety of habitats including conifer plantations, upland hardwoods and mixed lowlands. Water features include a small pond, and a municipal drain runs through the property from East to West.

The Galbraith Optimists Camp for Kids leased lands from the Maitland Valley Conservation Authority (MVCA) from 1991-2018. They used this location to offer day camps to local children for approximately 27 years.

They exercised an option in their lease with the MVCA to conclude their operations at this location effective June 2018. Following this notification from the Optimists, the MVCA Board passed a resolution to dispose of the property. In accordance with Provincial legislation, given that these lands were acquired by the province and funded provincially (at least in part) for many years, the MVCA is required to contact local public agencies (i.e., local municipality) to determine if the municipality has interest in it. The local municipality will have the first option on the property and if declined, the property would go on the open market.

The local municipality will have the first option on the property and if declined, the property would go on the open market.

### Historical Operations:

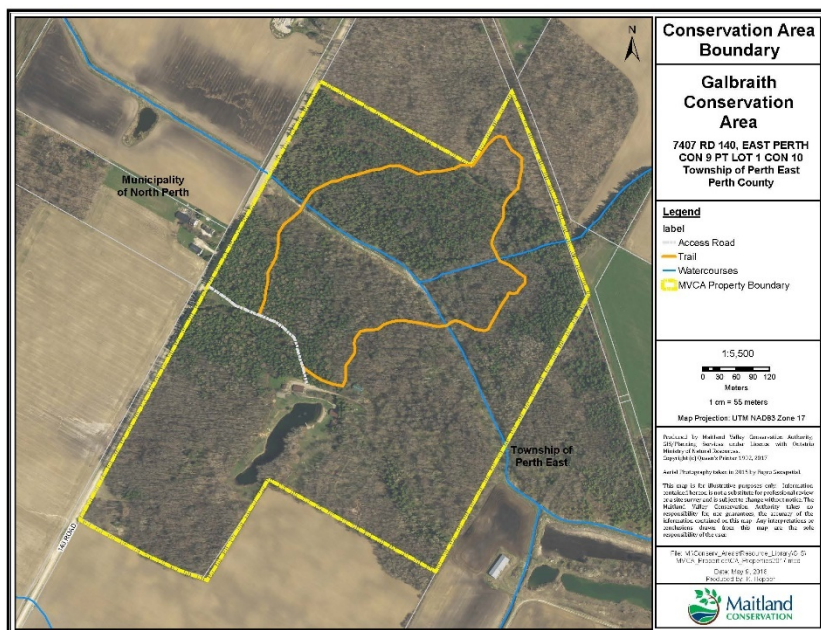
- For 27 years the Optimists operated a children's day camp at this location for approximately 100 children per week throughout the summer months. Children were picked up by bus from various locations throughout Perth County and surrounding areas and taken to the camp for various outdoor activities such as swimming, hiking, canoeing, kayaking, archery, volleyball, crafts, among others.
- Over the years, facilities were constructed at the camp to support these activities such as eating areas, washrooms, change rooms and storage areas.
- The Optimists donated the funds necessary to operate the facility and there were also fees charged to participants to help support the programs.
- Programs were run by some key volunteers in the Optimists and staffed by summer students hired as camp counsellors
- Families from all areas of Perth County, Huron County, Wellington, Waterloo, Cambridge came to attend the camp
- Portions of the property were also used for a campground.



### Planning / Zoning Considerations:

The majority of the subject property is within the Natural Resources/Environment designation of the County of Perth Official Plan. An area located within the southern portion, where the recreational activities occur, along with the pond, associated buildings and structures, and the driveway/access to this portion, is within the Recreational designation.

Planning staff have reviewed the subject property and note that it would be very difficult to justify development and/or site alterations within any portion/portions of the subject property lying within the Natural Resources/Environment designation. This portion appears to be densely populated with forest cover with no clear developable area(s) or other clearings. Given this assessment it is the opinion of planning staff that it would be highly unlikely that any environmental study could be prepared justifying a developable area within this portion. Further, it is the intent of the Natural Resources/Environment designation that the natural resource and environment features and their attributes be protected, preserved, and enhanced for the benefit of present and future generations.



The portion of the subject property within the Recreational designation as previously noted is subject to very different policies. Such policies do not provide the same level of protection to environmental features and their attributes as the Natural Resources/Environment designation. There are no specific policies in the Recreational designation that cover or address existing recreational uses that cease to

operate. In the absence of such policy/policies, it would be the opinion of planning staff that redevelopment could occur through a site-specific amendment to the County Official Plan. If this was pursued it would be reasonable to expect that the existing clearing be redeveloped for no more than one estate residential lot.

Therefore, for the region to gain effective benefits of this property, this plan was developed to retain the land for public use and explore options for multi-use of this space including creating an outdoor educational environment, returning summer day camp and offer additional passive recreation options.

### **3. GOALS & OBJECTIVES**

---

#### **GOAL 1: Provide a balanced system of facilities and programs in Galbraith Conservation Area with opportunities for North Perth and Perth County residents.**

Objectives:

- Develop existing land to provide a variety of quality recreation spaces, facilities and program opportunities throughout the Galbraith Conservation Area to serve existing and future residents
- Plan and develop trails to offer passive recreation opportunities for all seasons
- Rehabilitate and improve existing facilities and recreation areas to meet and exceed all safety and accessibility regulations
- Provide quality programs that will allow recreation to be a fulfilling experience and promote healthy lifestyles
- Ensure a variety of programming to provide opportunities for all residents
- Will monitor and track participation numbers, public feedback for improvement and seek funding opportunities for ongoing sustainability.

#### **GOAL 2: Provide local natural conservation areas for appropriate public use and enjoyment**

Objectives:

- Provide an opportunity for people to enjoy outdoor passive recreational benefits close to home.
- Promote access to the Galbraith Conservation Area for appropriate public recreation
- Maintain trails to promote public access to natural habitats
- Support the Maitland Valley Conservation Authority partnership with their programs for conservation

#### **GOAL 3: Promote and maintain strong working relationships based on coordination and support with the schools, surrounding communities, municipalities as well as public and private organizations**

Objectives:

- Work with, encourage and support all community, school system and municipal groups, organizations and agencies to promote and expand recreation opportunities and programs for all age groups in Galbraith Conservation Area in an efficient and coordinated manner.
- Encourage the development of other partnerships which will enhance and sustain quality programs and experiences.
- Promote conservation efforts of Maitland Valley Conservation Authority through onsite programs
- Receive financial funding through grant programs and obtain financial contributions from neighbouring municipalities and organizations





### **GOAL 4: Develop trail system within GCA and strive to connect to Perth County trail network that provide safe, and accessible recreational experiences.**

#### Objectives:

- Develop trail system within existing Galbraith Conservation Area
- Partner with Perth County Trails, Guelph to Goderich, Perth County Tourism and neighboring Municipalities to develop and connect the area's regional trail network.

### **Goal 5: Establish an outdoor educational program that supports child and youth development through learning in a natural environment**

#### Objectives:

- Partner with local school system and community groups to offer outdoor educational programs which will
  - Introduce students to outdoor education opportunities
  - Foster an appreciation and responsibility for the natural environment
  - Assist in developing outdoor/environmental skills and experiences
  - Offer programs that are rewarding, challenging and enjoyable
- Partner with youth organizations (i.e., 4-H Clubs) to offer programs and retreats which will develop community, leadership and the ability to work effectively with others

### **Goal 6: Offer a unique camp experience in which nature and recreation are emphasized.**

#### Objectives:

- Help each camper appreciate the natural surroundings and take an active role in the stewardship of our environment.
- Reconnect children to nature by providing a camp experience in a natural environment close to home
- Encourage students to form social relationships and make new friends
- Instill the lifelong values of teamwork and individual responsibility in daily tasks in a healthy environment.
- Build individual character, confidence and skills through a wide range of sports, recreation and cultural activities.
- Provide opportunities that stimulate the development of each camper's self-esteem

### **Goal 7: Plan and implement future opportunities for the sustainability of Galbraith Conservation Area**

#### Objective:

- Seek Partnerships that will enhance and further develop future opportunities such as ecotourism, conservation and climate change

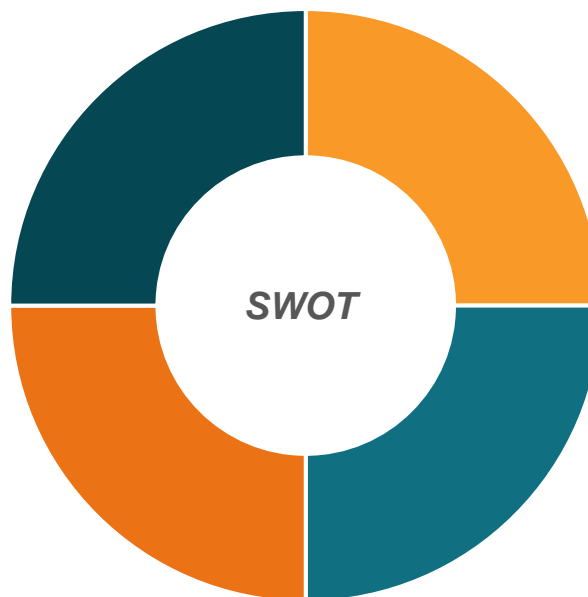
## 4. SWOT ANALYSIS

### STRENGTHS

- Conservation area for Perth County
- Outdoor Education
- Infrastructure in place
- Program Operations Experience
- Community Partnerships

### OPPORTUNITIES

- Youth Engagement
- More Partnerships
- Enhance environment education for local students
- More opportunities for Environmental Grants
- Conservation feature in Perth County
- Enhance hike and bike trail system



### WEAKNESSES

- Infrastructure maintenance costs
- Sustainability
- Location to NP and transportation needs
- Barriers to accessibility

### THREATS

- Budget
- Property being sold
- Staff capacity
- Vandalism

	OPPORTUNITIES	THREATS
STRENGTHS	<p><i>Strength-Opportunity Strategies</i></p> <ul style="list-style-type: none"> <li>• Collaborate with partners to build programs, grant funding, maintain infrastructure</li> <li>• Youth Engagement</li> <li>• Have competitive advantage over other rural communities</li> </ul>	<p><i>Strength-Threats Strategies</i></p> <ul style="list-style-type: none"> <li>• Will appeal to individuals seeking employment in environmental careers</li> <li>• Youth trends very environmentally focused</li> <li>• Create positions to cover year-round – share with parks and program staff for staff capacity</li> </ul>
WEAKNESSES	<p><i>Weakness-Opportunity Strategies</i></p> <ul style="list-style-type: none"> <li>• LDSS students assist with infrastructure maintenance</li> <li>• Post-Secondary Students to oversee programs</li> <li>• Partnerships to obtain accessibility grants to reduce barriers; opportunity to build an outdoor space for those with disabilities</li> <li>• SWIFT program may provide the broadband infrastructure for the area</li> </ul>	<p><i>Weakness-Threats Strategies</i></p> <ul style="list-style-type: none"> <li>• Financial commitment from partners</li> <li>• PC Connect transportation</li> <li>• Increased usage makes areas more visible to public and will reduce potential for vandalism</li> <li>• Appeal to those seeking jobs in environments or outdoor education</li> <li>• Staff eager to support Galbraith; This strengthens sustainability by keeping their interest and facilitates their growth and development with the Municipality.</li> </ul>



## 5. OPERATING PLAN

To ensure the sustainability of this property, a phased-in approach is recommended. Through partnerships and collaboration, we will strengthen the success of the evolving phases, building onto them as funds and capacities grow, creating a foundation that is sustainable.

### ***Phase 1 – Partnerships and Funding Opportunities***

**Estimated Timeline:** January 2023 – May 2023

**Focus:** Build Partnerships for facility and program management; Seek funding for project

**How will it be done:** Presentations to municipalities and community partners for financial contributions; grant funding, public and private funds

### ***Phase 2 – Facility Maintenance and Outdoor Education***

**Estimated Timeline:** January 2023- June 2025

**Focus:** Facility and trails maintenance. Develop Outdoor Education Environment & Program

**How will it be done:** Municipal Staff and students will assist with facility maintenance and repairs. Municipal staff enter into agreements with local School Boards and Forest Schools to offer outdoor education for January 2024-June 2025 school year. Prepare outdoor education classrooms.

### ***Phase 3 – Passive Recreation and Community Programs***

**Estimated Timeline:** May 2024 – June 2025

**Focus:** Create an environment for passive recreation (hiking, biking, cross country skiing) and offer community programs which complement the outdoor environment.

**How will it be done:** Add community programs and promote and coordinate passive recreation opportunities. Obtain revenue through user fees and sponsorships.

### ***Phase 4– Re-Establish Summer Camp Programs***



**Timeline:** July 2025 ongoing

**Focus:** Re-establish the return of a quality self-funded summer day camp program

**How will it be done:** Summer students will be hired to operate the summer day camp. Apply Summer Grants to help cover wages. Summer camp preparations. Begin with offering 4 weeks, collaborating with Forest School to offer programs on alternate weeks.

## Develop Partnerships

North Perth would propose to enter into a lease agreement where MVCA would maintain ownership and stewards of the land while the operations, overseen by North Perth, becomes the partnership of an expanded group.

Roles and Responsibilities	
 <b>Municipality of North Perth</b>	 <b>Maitland Valley Conservation Authority</b>
<ul style="list-style-type: none"> <li>• Oversee operations</li> <li>• Facility &amp; Trail Maintenance</li> <li>• Build partnerships to provide programs and fundraising initiatives</li> <li>• Operate summer day camp program</li> </ul>	<ul style="list-style-type: none"> <li>• Regulation</li> <li>• Training NP Staff</li> <li>• Conservation Work</li> <li>• Trails yearly inspection</li> <li>• Forest Management</li> </ul>
<b>Community Partners</b> who have expressed interest in supporting this project: <ul style="list-style-type: none"> <li>• <b>Local School Board:</b> Access school board funds to operate Outdoor Education Classes during school</li> <li>• <b>Forest School:</b> Rent space to provide Outdoor Education Classes as well as summer education classes and workshops</li> <li>• Partnerships with educational organizations creates an opportunity to help our youth build unique skills or experiences related to conservation, education, leadership and environment.</li> <li>• <b>Stratford Perth Community Foundation:</b> Available grant funding for project that would benefit Perth County and surrounding communities</li> <li>• <b>Accessible Camp:</b> collaborate to meet requirements to create an inclusive and accessible camp environment; Assist with submitting accessibility grant applications</li> <li>• <b>Service Clubs and Community Groups:</b> Sponsor and fundraise dollars towards projects and programs</li> </ul>	

Develop Partnerships to create a diverse, sustainable outdoor conservation area for Citizens.

Staff will seek partnerships with other organizations and community groups to create a diverse, sustainable outdoor conservation area for all citizens.

## Future Potential Partnerships:

- Set7 Tech Skills Hub – training on conservation, environment, forestry, wilderness, etc.
- Ag. Science Centre – opportunity for hands-on experience as it relates to agriculture lands
- Listowel District Secondary School
  - Tech students complete building/maintenance projects
  - Enhance the school's outdoor education course
  - Geography programs, tree planting programs
  - Indigenous studies
- Colleges/Universities (i.e., U of Guelph, U of Waterloo, Conestoga College)
  - Student-run Environmental Studies programs, Recreation Programs, Social Services,
  - Placement and coop opportunities
- Accessible Camp Organizations: To use the facilities as an accessible camp for kids with disabilities.
- PC Connect – create a transportation stop at GCA as part of the Perth Connect Bus Routes
- Through partnerships, additional future program opportunities include, but are not limited to: Bird watching, star gazing, indigenous programs, retreats for youth or businesses, outdoor wilderness training, field trips for child care, EarlyON and youth/recreation programs, conservation education, reforestation training, etc.

### Funding Opportunities:

Obtain Funding through Sponsorships, Donations, Financial Contributions and Grants.

Staff will present to municipalities and community organizations with the purpose of obtaining financial contributions for this project. In addition, because of the diverse opportunities this area provides, there are a variety of areas to seek grant funding, such as, but not limited to:

- Stratford Perth Community Foundation: provides grants to local organizations that are vital to our community's well-being and help our residents live better lives in Stratford, St. Marys, and throughout Perth County.
- Ontario Community Environment Fund: Not-for-profit organizations, municipalities, schools, colleges, universities, conservation authorities, as well as First Nation and Métis organizations and communities can get government grants for local projects to help protect and restore the environment.
- Enabling Accessibility Fund provides funding for projects that create more opportunities for persons with disabilities to take part in community activities, programs and services
- Ontario Trillium Foundation Youth Opportunity Fund

### Facility Maintenance

Establish strong Facility Maintenance practices

Facility staff are motivated at the opportunity to manage natural environments in this conservation area. They understand the value conservation areas has on our existing parks and greenspaces as well as the benefits of being in natural settings.

Staff have toured the property and concluded most of the existing infrastructure is sound, including a craft room, washroom facilities, kitchen, changeroom, pavilion and large shed. The remaining smaller sheds could be removed, thus reducing capital infrastructure maintenance needs.

The initial facility maintenance upkeep will have the most cost, with regular maintenance costs afterwards, which will be included in annual operating budget

### Outdoor Education Environment

Provide a quality Outdoor Education Environment for Local Students.

Significant growth in the North Perth Region has identified the need for additional school space. [https://www.amdsb.ca/apps/pages/index.jsp?uREC\\_ID=1122198&type=d&pREC\\_ID=1381337](https://www.amdsb.ca/apps/pages/index.jsp?uREC_ID=1122198&type=d&pREC_ID=1381337).

North Perth will collaborate with local school organizations to strengthen the sustainability for outdoor educational programs in our region. Galbraith Conservation Area is the best place to

create an Outdoor Education Centre to provide additional teaching spaces for local schools in the Northern Perth County region, and meet the following needs:

- Current mandates under Outdoor Education and Land Based learning through Indigenous Education
- Need for North Perth schools to have more regular access to learning in nature and this type of learning promoted within the schools
- Post-pandemic need regarding mental health and the benefits nature provides
- Families opting out of school days to attend 'Forest Schools'
- Ongoing balance of tech vs outdoor natural learning
- Minimize Field Trip costs to schools (costs acquired by system) - promoting more equitable access
- Provide an opportunity for the North Area schools similar to one that has been ongoing for many years in the St. Marys area
- Outdoor classroom environment to enhance Indigenous Peoples Education & Climate Change

### **Nature Impacts Cognitive Learning**

While nature improves our psychological and physical well-being, it also enhances our learning abilities. Research suggests that exposure to nature improves a child's ability to learn and can even improve grades, especially in disadvantaged children. Experiments indicate that teaching in an outside setting using traditional methods improves retention. This retention is effective across a broad student population and can occur in a variety of subject areas, such as biology, math and indigenous studies.

- Reference ABC Life Literacy Canada <https://abclifeliteracy.ca/blog-posts/family-literacy-blog-posts/how-nature-impacts-cognitive-development/>

Early childhood environmental education (ECEE) can positively impact young children's development.

ECEE can provide wide-ranging benefits for children, such as increased learning in a range of areas such as mathematics, science, language, and literacy, enhanced social and emotional skills, and improved physical development.

ECEE programs can also improve environmental literacy outcomes such as environmental cognition, attitudes, and behavior, while building knowledge and skills that lay the foundation for more environmentally responsible and engaged adults.

- Reference North American Association for Environmental Education <https://naaee.org/eepr/research/eeworks/benefits-ee-and-nature-connections-early>
- <https://childcarecanada.org/resources/issue-files/bringing-outdoors-early-childhood-education>

### **Child Care and EarlyON Programs**

As the provider for North Perth EarlyON programs, we believe in building a friendly and inclusive environment to foster positive learning where children, parents, and caring adults can learn, play, laugh and be curious. To be able to provide EarlyON programs in a safe, welcoming natural environment at Galbraith helps us meet this need.



Child Care Centres would arrange bus trips to Galbraith to enhance children's learning in our programs. It is the chance to give children and families an opportunity they may never experience. The pandemic has shown us families are preferring outdoor settings for programs compared to those indoors.

### Forest Schools

Forest schools are growing in popularity, and there is interest expressed in partnering with North Perth to use the facilities at Galbraith. These are typically private schools that rent spaces to operate outdoor programs all day. Students attend once or twice a week as a compliment to traditional or home schooling. They are ever expanding as the interest in alternative education grows. They understand the limitations around using a conservation area (i.e., protecting the environment by leaving nature in its place).

- Reference: <http://www.atlastforestschoools.com/>
- Info for Forest Schools Canada: <https://childnature.ca/>
- Parent testimonial from a forest school: <https://www.treehugger.com/forest-school-kids-new-favorite-place-5215214>
- Forest School article with Ontario Parks: <https://www.ontarioparks.com/parksblog/forest-school-macgregor-point/>

### Passive Recreation

Provide an Opportunity for people in North Perth to enjoy Outdoor Passive Recreational Experiences in a Conservation Area close to Home.

A passive recreation area is generally an undeveloped space or environmentally sensitive area that requires minimal development. Entities such as a parks department may maintain passive recreation areas for the health and well-being of the public and for the preservation of wildlife and the environment. The quality of the environment and "naturalness" of an area is the focus of the recreational experience in a passive recreation area.

Passive recreation may be defined as a non-motorized activity that:

- Offers constructive, restorative, and pleasurable human benefits and fosters appreciation and understanding of open space and its purpose
- Is compatible with other passive recreation uses
- Does not significantly impact natural, cultural, scientific, or agricultural values
- Requires only minimal visitor facilities and services directly related to safety and minimizes passive recreation impacts
- Participants can use year-round in all seasons

According to Conservation Ontario, conservation areas encourage people to get outdoors and be active, as well as enjoy and appreciate nature. They provide year-round facilities and outdoor recreational opportunities for people of all ages and abilities, including picnicking,

boating, camping, swimming, hiking, fishing, cycling, snowshoeing, downhill skiing, cross-country skiing and even more extreme recreational opportunities such as snowboarding, fat biking, rock climbing and ice climbing. Although some Conservation Areas have limited access in order to protect sensitive lands and/or wildlife, many provide important public recreational opportunities at low or no cost.

The Galbraith Conservation Area has the potential to provide for a range of passive recreational pursuits for North Perth and Perth County residents and tourists alike.

Studies have shown substantial benefits to the health and well-being of those who spend time in our natural environment; be it more active pursuits or simply enjoying nature.

### Recreational Day Camp

Coordinate a Successful, Quality Outdoor Day Camp at the Galbraith Conservation Area.

History has proven the GCA provides all the elements to a successful quality day camp for children and youth.

Currently North Perth offers several day camps in schools and municipal facilities, using the parks, trails and open spaces as an extension of the program. We've successfully established partnerships with community organizations to enhance our camp experience. However, registrations fill up fast and there are wait lists due to limited available program space. To enhance our program portfolio, by adding an outdoor conservation location, would not only provide us with an additional camp location, but also meet the needs of families seeking this type of camp experience in our area.

North Perth is a Registered HIGH FIVE® Organization committed to providing quality programs in recreation and leisure programs. Based on extensive research on the characteristics of quality programs, HIGH FIVE® established the five principles that ensure positive experiences in recreation and leisure settings. These principles form the foundation of our day camp programs:

- A Caring Leader
- The opportunity to make Friends
- The opportunity to Play
- The opportunity to Master skills
- The opportunity to Participate



The five stars represent the five principles of healthy child development. When all of these elements of quality are present, the recreation or sport program will contribute to healthy child development. [www.highfive.org](http://www.highfive.org)



By following these five Principles of Healthy Child Development, we meet the needs of what parents are looking for in a quality day camp program:

- Are run by staff trained to meet the emotional, social and cognitive needs of kids
- Use child-focused policies and procedures for risk management and safety
- The leaders are confident and friendly. They treat all children with respect and honesty.
- The program content provides challenges that are right for a child's age and skill level.
- The focus is on achieving a personal best rather than winning.
- Activities are well-organized and fill the time, with opportunities for children to have a choice.

Because of this foundation, we can provide quality camp programs, whether we had basic needs to meet the requirements of the Ontario Camp Association, or if it was enhanced through additional equipment like kayaks, canoes, etc.

Summer Day Camp program operation fees will be covered through registrations and grants. If the school board is able to contribute funds from their outdoor education/mental health funds to assist with their operational costs, this would meet some of the needs mirrored by a camp program's needs.

### **Additional Future Opportunities:**

#### **Ecotourism:**

The International Ecotourism Society defines ecotourism as 'responsible travel to natural areas that conserves the environment, sustains the well-being of the local people, and involves interpretation and education'. Education is meant to be inclusive of both staff and guests.

Ecotourism is about uniting conservation, communities, and sustainable travel. This means that those who implement, participate in and market ecotourism activities should adopt the following ecotourism principles:

- Minimize physical, social, behavioral, and psychological impacts.
- Build environmental and cultural awareness and respect.
- Provide positive experiences for both visitors and hosts.
- Provide direct financial benefits for conservation.
- Generate financial benefits for both local people and private industry.
- Deliver memorable interpretative experiences to visitors that help raise sensitivity to host countries' political, environmental, and social climates.
- Design, construct and operate low-impact facilities.
- Recognize the rights and spiritual beliefs of the Indigenous People in your community and work in partnership with them to create empowerment.

### Conservation

Ontario Nature outlines top 10 reasons for protected areas:

1. To provide safe havens for wild plants and animals.
2. To sustain and strengthen Indigenous knowledge and value systems and their application in the conservation of landscapes and cultural practices of significance for Indigenous peoples and all life.
3. To strengthen our resilience to climate change.
4. To maintain functioning ecosystems and the benefits they provide.
5. To improve our overall health and well-being through contact with nature.
6. To benefit and diversify local economies.
7. To celebrate our natural and cultural heritage.
8. To build knowledge and understanding of natural systems and the impacts of human activity.
9. To provide opportunities for outdoor recreation
10. To conserve vital gene pools.

### Maitland Valley Conservation Authority

is committed to working with our community partners to create a healthier environment. By overseeing operations of the Galbraith, North Perth can assist our conservation partners with their efforts in our area.

### Support Carbon Footprint Initiative

The Municipality of North Perth's Carbon Footprint Reduction and Compensation Strategy has a target to reduce carbon footprint by 10 percent (47.6 tonnes) by 2025. We can contribute to stabilizing our climate by protecting nature's 'carbon sinks'. Galbraith provides an additional area for tree planting initiatives. Incorporating this into school education programs would provide students a hands-on learning experience reforestation and teach them how communities can sequester carbon through the planting of trees and preserving natural areas. This reinforcement strengthens the future sustainability of conservation lands.



## 6. FINANCIAL PLAN

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While there are costs associated with a program and facility such as this, history shows Galbraith Conservation Area can be successfully operated as essentially a break-even scenario. Finances for program operations will be sought from municipal contributions, government grants, donations, user fees, program sales and services.

User and membership fees can pay for trail maintenance, emergency services, property taxes, insurance other things needed to keep the conservation areas open. Just as important, these dollars directly contribute to important conservation work throughout our watershed and preserved sites on MVCA lands.

In consultation with MVCA, there is strong interest in a partnership with the Municipality of North Perth where Galbraith Conservation Area can be leased. There has been a lot of interest in Galbraith this year, and some additional grant funding opportunities could exist with this partnership.

Summer camp programs will be self-funded through registrations, sponsorships and donations. To provide a more equitable and inclusive day camp, we can offer a sliding scale of fees where donations will cover some costs or students can fundraise to attend, or someone can sponsor a child to attend camp.

Below is an action plan with timelines and estimated finances (Table 1). The order of the action plans may be adjusted as we progress through. There is also an estimated annual budget outlined (Table 2). Note this budget is based on full program operations (camp, outdoor education, community programs, trails). Adjustments would be made based on the finances available.

Programs and Facilities do not see this as an added responsibility, but an extension of existing responsibilities, with the added benefit of providing a service in a natural, conservation environment.

Initially, under the support and direction of the Manager of Programs, the Facility Supervisor and Program Coordinator would oversee facility maintenance and recreation program coordination. Ongoing needs would be met through Partnerships with secondary and post-secondary schools to involve students in the roles and responsibilities.

# Galbraith Conservation Area

DRAFT - Business Plan



**Table 1: 2023-2026 Estimated Timeline and budget for Galbraith Conservation Area Operations**

	ACTION	Start	End Date	Revenue	Expense	Balance	NOTES
Phase 1	Enter into agreements	January 2023	January 2023			\$0.00	MVCA, AMDSB, Forest School
	Municipal Contributions	January 2023	Dec 2023	\$10,000		\$10,000	Presentations to Municipalities for \$
	Seek Grant Funding	February 2023	Dec 2023	\$25,000		\$35,000	
	Facility and trail maintenance	March 2023	Dec 2023		\$20,000	\$15,000	
	General Operation Fees	March 2023	Dec 2023	\$500	\$15,000	\$500	R=memberships; E=Insurance, telephone, utilities
Phase 2	Water System replacement	April 2023	August 2023		\$5,000	-\$4,500	
	Prep outdoor education needs	May 2023	August 2023	\$60,000	\$30,000	\$25,500	From outdoor education funding
	Purchase supplies & equipment	June 2023	ongoing	\$10,000	\$10,000	\$25,500	Purchase as grants, donations & funds available
	AMDSB outdoor education starts	Jan 2024	June 2025		\$30,000	-\$4,500	
	Forest School starts	Jan 2024	June 2025	\$2,500		-\$2,000	Rent
Phase 3	Municipal Contributions	Jan 2024	Dec 2024	\$10,000		\$8,000	
	Facility and trail maintenance	Jan 2024	Dec 2024		\$15,000	-\$7,000	
	General Operation Fees	Jan 2024	Jan 2024	\$1000	\$16,000	-\$22,000	
	Seek Grant Funding	Jan 2024	Dec 2024	\$50,000		\$28,000	
	Promotions and Marketing	Jan 2024	Ongoing	\$5,000	\$5,000	\$28,000	Revenue = sponsorship fees
	Passive Recreation	June 2024	Ongoing	\$500	\$500	\$28,000	memberships
	Community Programs	June 2024	Dec 2024	\$15,000	\$10,000	\$33,000	
	Forest School Summer Program	July 2024	August 2024	\$2,500		\$35,500	
	Outdoor education re-start	Sept 2024	June 2025	\$60,000	\$60,000	\$35,500	
Phase 4	Municipal Contributions	Jan 2025	Dec 2025	\$10,000		\$45,500	
	Facility and Trail Maintenance	Jan 2025	Dec 2025		\$10,000	\$35,500	
	General Operating Fees	Jan 2025	Dec 2025	\$1,500	\$17,000	\$20,000	
	Seek Grant Funding	Jan 2025	Dec 2025	\$30,000		\$50,000	
	Community Programs	Jan 2025	Dec 2025	\$20,000	\$10,000	\$60,000	
	Rec Summer Daycamp starts	July 2025	August 2025	\$60,000	\$55,000	\$65,000	4 weeks of camp
	Forest School Summer Program	July 2025	August 2025	\$3,000		\$68,000	Rent
	Outdoor Education	Sept 2025	June 2026	\$15,000	\$15,000	\$68,000	
	Rec Summer Day Camp	July 2026	August 2026	\$90,000	\$85,000	\$73,000	6 weeks of camp

Table 2: **ESTIMATED** ANNUAL OPERATING BUDGET – Based on Full Program Operations

<b>Revenue</b>	
Admissions & program fees	\$80,000
Municipal Contributions	\$10,000
Rentals	\$4,000
Federal & Provincial Grants	\$25,000
Sponsorships	\$10,000
Private and in-kind donations	\$10,000
Miscellaneous	\$1,500
AMDSB Outdoor Education funding	\$50,000
AMDSB Mental Health funding	\$10,000
<b>Total Revenue</b>	<b>\$200,500</b>
<b>Expenditures</b>	
Wages & Benefits	\$55,000
Staff Training	\$1,000
Utilities	\$1,500
Cell Phone	\$1,000
Transportation - participant	\$25,000
Contractors/Consultants	\$5,000
Promotion & Marketing	\$5,000
Program Materials & Supplies	\$5,000
Facility & Equipment Maintenance	\$20,000
Insurance	\$15,000
Property Tax – condition of lease	\$700.00
Memberships	\$500.00
Outdoor Education Expenses	\$50,000
Mental Health Program Expenses	\$10,000
Miscellaneous Expense	\$500.00
<b>Total Expenditures</b>	<b>\$200,500</b>





## 7. RELEVANT SITES

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- Connecting children with Nature.
  - Reference: <https://healthsciences.humber.ca/future-students/why-humber/we-add-life/connecting-children-with-nature/forest-and-nature-program.html>
- Conserved areas safeguard biodiversity for present and future generations by reducing stresses from human activities. They also provide opportunities for people to connect with nature.
  - Reference: Government of Canada <https://www.canada.ca/en/environment-climate-change/services/environmental-indicators/conserved-areas.html>
- Canada's parks and other national, provincial, territorial, and Indigenous protected areas provide many benefits. These benefits include safeguarding biodiversity; providing clean air, fresh water, food, and medicines; mitigating the impacts of floods and droughts and providing amazing outdoor recreational opportunities.
  - Reference: Canadian Parks and Wilderness Society <https://cpaws.org/our-work/parks-protected-areas/>
- Outdoor recreation, including hunting, fishing, hiking, wildlife watching, and boating is big business. It brings day and overnight visitors to an area and communities reap the economic benefits when visitors buy meals and snacks, stay overnight in hotels, buy specialized equipment, lease land, and pay for travel costs. When a community protects its natural resources, it protects the reason outdoor tourists come to the community.
  - Reference: We Conserve PA <https://conservationtools.org/guides/94-economic-benefits-of-land-conservation>
- What is Ecotourism? Reference <https://ecotourism.org/what-is-ecotourism/>
- Economic Benefits of Protecting Nature in Canada [Economic Benefits of Protecting Nature in Canada](https://www.municipalworld.com/articles/natural-areas-conservation-and-climate-change/)
- <https://www.municipalworld.com/articles/natural-areas-conservation-and-climate-change/>
- <https://www.municipalworld.com/articles/real-value-of-green-space-conservation-authorities-protect-natural-areas/>
- <https://www.municipalworld.com/articles/conserving-species-through-partnership-and-reconciliation/>
- Use to educate people about environment:
  - Reference: <https://www.municipalworld.com/articles/change-the-message-protect-the-environment-convincing-residents-to-be-environmentally-conscious-may-mean-not-talking-about-the-environment-at-all/>
  - <https://www.mvca.on.ca/stewardship-programs/carbon-footprint-initiative/>
- Maitland Valley Conservation Authority (2020) The Carbon Footprint Initiative Story. Retrieved from: <http://www.mvca.on.ca/stewardship-programs/carbonfootprint-initiative/#:~:text=The%20Carbon%20Footprint%20Initiative%20is,towards%20reducing%20their%20carbon%20footprint.>
- North Perth Carbon Footprint Reduction and Compensation Strategy [https://www.northperth.ca/en/municipal-services/reports-studies-and-plans.aspx?\\_mid\\_=18627](https://www.northperth.ca/en/municipal-services/reports-studies-and-plans.aspx?_mid_=18627)



# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Jenna McCartney, Clerk
<b>Date of Meeting:</b>	14 March 2023
<b>Subject:</b>	<b>ADMIN 14-2023 Court Security and Prisoner Transportation Program 2023</b>

## PURPOSE

To seek Council's approval to execute the 2023 Court Security and Prisoner Transportation program.

## RECOMMENDATION

**THAT** ADMIN 14-2023 Court Security and Prisoner Transportation Program 2023 report be received; and

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

**THAT** Council consider By-law 24-2023 authorizing the Mayor and the Clerk to execute the agreement with the Solicitor General for the Court Security and Prisoner Transportation program.

## BACKGROUND

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

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

## REPORT

In September 2020, the Ministry of the Solicitor General hired an independent consultant to conduct a review of court security and prisoner transportation in Ontario, including the design of the CSPT Program. Municipalities, police services and other justice sector partners were engaged during the review process.

In response to the program review, the Ministry continues to ensure that a pathway for future planning is founded on evidence that addresses gaps in the program review. Beginning in 2022, and based on one of the consultant's recommendations, the ministry introduced a performance measurement framework to help create a foundation for continuous improvement and program efficiencies that is evidence-based. The first annual report-back on provincially identified performance measures and indicators, as outlined in the 2022 Transfer Payment Agreement, is due back to the ministry by April 15, 2023.

The ministry is continuing the CSPT Program with no changes to the overall funding envelope, subject to the regular fiscal process. Similar to previous years, an expenditure-based model is used to determine allocation for 2023. Funding is allocated based on each municipality's relative share of the total 2021 CSPT cost across the province. For example, if a municipality's CSPT cost represents one per cent of the total provincial CSPT cost, then it will be allocated one per cent of the available funding.

## **FINANCIAL IMPLICATIONS**

The Town will be in receipt of \$2,309.55. The history funding is provided below for reference:

2022 - \$3,137.80

2021 - \$2,969.39

2020 - \$4,090.62

2019 - \$5,716.88

## **SUMMARY**

The Province, through the Ministry of the Solicitor General, is seeking Council's approval of the 2023 Court Security and Prisoner Transportation program allocation of funds.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**


None.

## **ATTACHMENTS**

2023 CSPT Transfer Payment Agreement

## **REVIEWED BY**

### **Recommended by:**



Jenna McCartney  
Clerk

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer



# **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of January, 2023

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

**His Majesty the King in right of Ontario  
as represented by the Solicitor General**

**(the “Province”)**

**- and -**

**Town of St. Marys**

**(the “Recipient”)**

## **BACKGROUND**

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2023;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities, and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2021 CSPT costs, as confirmed in the 2021 Annual Financial Report submitted by the Recipient;
- E. Funding is allocated based on the Recipient’s relative share of the total 2021 provincial CSPT cost.

## CONSIDERATION

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

### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Performance Measurement Framework
- Schedule “E” - Payment Plan and Reporting Schedules
- Schedule “F” - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule “G” - Template for 2023 Financial and Performance Measurement Report, and

any amending agreement entered into as provided for in section 3.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### 2.0 CONFLICT OR INCONSISTENCY

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

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

### 3.0 AMENDING THE AGREEMENT

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

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Solicitor General**

\_\_\_\_\_  
Date

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

**Town of St. Marys**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:  
I have authority to bind the Recipient.

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

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31; and

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

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

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

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

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

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

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

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

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

**“Reports”** means the reports described in Schedules “D” and “G”.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) provide the Funds to the Recipient in accordance with Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

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

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

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

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in



an interest bearing account in the name of the Recipient at a Canadian financial institution.

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

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

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

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

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

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

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

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

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

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

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

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

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

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

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

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

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

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

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the

Recipient's premises; and

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

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

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

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

## **A8.0 COMMUNICATIONS REQUIREMENTS**

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

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

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

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having

a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

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

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

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

**A11.0 TERMINATION ON NOTICE**

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

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the

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

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

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

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

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

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

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

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational

structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds or

an amount equal to any Funds; or

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

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

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

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

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

## **A17.0 NOTICE**

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

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

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

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

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

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

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement,



it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

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

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

## **A20.0 WAIVER**

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

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

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

## **A21.0 INDEPENDENT PARTIES**

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

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

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

**A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

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

## **A24.0 FURTHER ASSURANCES**

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

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

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

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

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

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

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

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

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

## **A28.0 SURVIVAL**

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

A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

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

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

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<b>Maximum Funds</b>	<b>\$2,309.55</b>
<b>Expiry Date</b>	December 31, 2023
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b>  Ministry of the Solicitor General  Public Safety Division, External Relations Branch  Program Development Section</p> <p><b>Address:</b>  25 Grosvenor Street, 12<sup>th</sup> Floor  Toronto ON M7A 2H3</p> <p><b>Attention:</b>  Poonam Sharma, Community Safety Analyst; and  Chris Herapath, Community Safety Analyst</p> <p><b>Email:</b>  <a href="mailto:Poonam.Sharma@ontario.ca">Poonam.Sharma@ontario.ca</a>  <a href="mailto:Chris.Herapath@ontario.ca">Chris.Herapath@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b>  Town of St. Marys</p> <p><b>Address:</b>  175 Queen Street East  P.O Box 998  St. Marys, ON N4X 1B6</p> <p><b>Attention:</b>  Mr. Brent Kittmer  CAO/Clerk</p> <p><b>Email:</b>  <b><a href="mailto:bkittmer@town.stmarys.on.ca">bkittmer@town.stmarys.on.ca</a></b></p>

## **SCHEDULE “C” PROJECT**

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

To assist the Recipient, the Province has agreed to provide the Recipient up to the Maximum Funds in accordance with the terms of the Agreement to offset costs for the provision of such court security and prisoner transportation within the Recipient's jurisdiction.

The Recipient shall ensure the Funds are used only for eligible services and activities as described in Schedule “F”.

**SCHEDULE “D”  
PERFORMANCE MEASUREMENT FRAMEWORK**

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The Recipient agrees to collect and report back to the Province the information outlined below in the format provided in Schedule G for the reporting timeframe covering January 1, 2023 to December 31, 2023, and in accordance with the reporting schedule outlined in Schedule E.

<b>2023 Report</b>	
<b>Performance Measure</b>	<b>Indicator</b>
Number of court appearances	Number of in-person court appearances conducted  Number of virtual court appearances conducted ( <b>if unavailable, please indicate "N/A"</b> )
Number of full-time equivalent sworn police officers and special constables that are supporting prisoner transportation and/or court security	Total number of full-time equivalent sworn police officers and special constables assigned to prisoner transportation and court security duties  Total number of full-time equivalent sworn police officers and special constables assigned to prisoner transportation duties  Total number of full-time equivalent sworn police officers and special constables assigned to court security duties
Number of prisoner transportation trips	Number of prisoner transportation trips between correctional institutions and court locations for the purpose of transporting persons in-custody to attend court

## SCHEDULE "E"

### PAYMENT PLAN AND REPORTING SCHEDULES

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The Funds in the amount of **\$2,309.55** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$577.38** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$577.39** will be paid to the Recipient, following the Province's receipt and approval of the 2022 Annual Financial Report (**due by April 15, 2023**). *Subsequent payments will not be released until the Province has received and approved the 2022 Annual Financial Report.*
- C. Third Instalment: **\$577.39** will be paid to the Recipient by the end of September 2023.
- D. Final instalment: **\$577.39** will be paid to the Recipient by the end of December 2023.
- E. The Recipient must submit the 2023 Financial and Performance Measurement Report (Schedule G) to the Province **by April 12, 2024**.

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

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

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

**2. Courtroom Security**

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

**3. General Courthouse Security Presence**

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

**4. Prisoner Movement in Courthouse**

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

**5. Prisoner Guarding in Holding Cells**

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

**6. Prisoner Feeding**

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

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

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

**2. Prisoner Transport - Youth**

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

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



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

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

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

**Court Administration**

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



# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Brent Kittmer, Chief Administrative Officer
<b>Date of Meeting:</b>	14 March 2023
<b>Subject:</b>	<b>ADMIN 15-2023 Enbridge Gas Renewal Update</b>

## PURPOSE

To request Council gives third and final reading to By-law 113-2022, being a by-law to authorize a Franchise Agreement between The Corporation of the Town of St. Marys and Enbridge Gas Inc.

## RECOMMENDATION

**THAT** ADMIN 15-2023 Enbridge Gas Renewal Update report be received; and

**THAT** Council consider providing third and final reading to By-law 113-2022, being a by-law to authorize a Franchise Agreement between The Corporation of the Town of St. Marys and Enbridge Gas Inc.

## BACKGROUND

Council received staff report ADMIN 61-2022, Enbridge Gas Franchise Renewal at its December 13, 2022 regular Council meeting. Staff outlined the timeline associated with the Ontario Energy Board's decision of the Franchise Agreement and explained that Council would be required to provide a third and final reading following the issuance of the Decision and Order of the Ontario Energy Board.

## REPORT

Staff received notice on March 6, 2023 that the Ontario Energy Board has provided a Decision and Order, EB-2022-0332, related to an application for the renewal of the Municipal Franchise Agreement between The Corporation of the Town of St. Marys and Enbridge Gas Inc.

The next steps for Council is that it considers the third and final reading of By-law 113-2022 at a regular meeting of Council. Upon the passing of By-law 111-2022, staff will provide the associated Municipal Franchise Agreement executed by the Mayor and the Clerk along with certified copies of the By-law to Enbridge Gas Inc. for final execution.

The term of the Municipal Franchise Agreement is twenty years which means staff will bring forward a report prior to 2043 to consider next steps.

## FINANCIAL IMPLICATIONS

None.

## SUMMARY

Council considered By-law 113-2022 at its regular meeting on December 13, 2022 to authorize a Franchise Agreement between The Corporation of the Town of St. Marys and Enbridge Gas Inc. Council did not provide the third and final reading at that time as Enbridge Gas Inc. had to apply to the Ontario Energy Board for approval of the renewal agreement.

Council is being asked to consider third and final reading to finalize the Municipal Franchise Agreement.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Enbridge Gas Inc.

## **ATTACHMENTS**

Decision and Order EB-2022-0332

By-Law 113-2022 has been attached to the By-law Section of the agenda

## **REVIEWED BY**

### **Recommended by the CAO**

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

Brent Kittmer  
Chief Administrative Officer



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## **DECISION AND ORDER**

**EB-2022-0332**

**ENBRIDGE GAS INC.**

**Application for the Renewal of a Municipal Franchise Agreement  
with the Town of St. Marys**

**By Delegation, before:**      **Theodore Antonopoulos**  
Vice President  
Applications

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**February 28, 2023**

## 1 OVERVIEW

This Decision and Order of the Ontario Energy Board (OEB) approves an application filed by Enbridge Gas Inc. (Enbridge Gas) for: the renewal of its natural gas franchise agreement with the Town of St. Marys for a twenty-year term, and an order directing and declaring that the assent of the municipal electors of the Town of St. Marys to the by-law is not necessary.

## 2 CONTEXT AND PROCESS

Enbridge Gas filed an application with the OEB on December 20, 2022, under section 9 of the *Municipal Franchises Act*. The application is for:

1. an Order pursuant to s.9(3) approving the terms and conditions upon which, and the period for which, the Town of St. Marys is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works;
2. an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Town of St. Marys is not necessary for the proposed franchise agreement by-law under the circumstances.

The OEB held a written hearing. A notice of hearing was published in the local newspaper on February 2, 2023. No persons sought to become intervenors or otherwise participate in the proceeding.

In this Decision and Order, a reference to the Town of St. Marys is a reference to the municipal corporation or its geographical area, as the context requires.

### 3 APPLICATION

Enbridge Gas is a corporation incorporated under the laws of the Province of Ontario, with its head office in the City of Toronto.

The Town of St. Marys is a municipal corporation incorporated under the laws of the Province of Ontario. It is a single-tier municipality located in the County of Perth and operates its own municipal government separate from the County of Perth.

Enbridge Gas holds a franchise agreement with the Town of St. Marys that is scheduled to expire on September 10, 2023.

Enbridge Gas applied to the Town of St. Marys for approval of a franchise agreement in the form of the Model Franchise Agreement, with no amendments, for a term of twenty years. On December 13, 2022, the Town of St. Marys gave its approval.

With the application, Enbridge Gas filed the Town of St. Marys's draft by-law granting the proposed franchise agreement, and a copy of the proposed municipal franchise agreement. Enbridge Gas also filed a copy of the Town of St. Marys's resolution, passed on December 13, 2022, approving the form of the draft by-law and franchise agreement, and authorizing Enbridge Gas's request for an order declaring and directing that the assent of the municipal electors to the by-law approving the franchise agreement is not necessary.

## 4 FINDINGS

I find that it is in the public interest to approve the application. Enbridge Gas filed a complete application and provided notice of the hearing in the manner instructed by the OEB. I note that no party intervened to object to the application. The proposed municipal franchise agreement is in the form of the Model Franchise Agreement, with no amendments, and is for a term of twenty years.



## 5 ORDER

### IT IS ORDERED THAT:

1. The terms and conditions upon which, and the period for which, the Town of St. Marys is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas, and the right to extend and add to the works, in the municipality, as set out in the municipal franchise agreement attached as Schedule A, are approved. A current map of the Town of St. Marys is attached as Schedule B.
2. The assent of the municipal electors is not necessary in relation to the by-law approving the franchise agreement.
3. Enbridge Gas Inc. shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

**DATED** at Toronto February 28, 2023

### ONTARIO ENERGY BOARD

Theodore  
Antonopoulos

Digitally signed by  
Theodore Antonopoulos  
Date: 2023.02.28  
13:48:35 -05'00'

Theodore Antonopoulos  
Vice President, Applications

**SCHEDULE A**  
**MUNICIPAL FRANCHISE AGREEMENT**  
**ENBRIDGE GAS INC.**  
**EB-2022-0332**  
**FEBRUARY 28, 2023**

## **2000 Model Franchise Agreement**

THIS AGREEMENT effective this            day of            , 2023

BETWEEN:

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

hereinafter called the "Corporation"

- and -

**ENBRIDGE GAS INC.**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

### **Part I - Definitions**

#### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

### **2. To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

### **3. To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

### **4. Duration of Agreement and Renewal Procedures**

- (a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### Part III – Conditions

#### 5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

#### **6. As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

#### **7. Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

## 8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

## 9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

## 10. Insurance

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.



## 11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

## 12. Pipeline Relocation

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
  - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation

may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

#### **16. Use of Decommissioned Gas System**

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - (i) the third party has entered into a municipal access agreement with the Corporation; and
  - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

#### **17. Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

**18. Other Conditions**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

**19. Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

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

Per:

\_\_\_\_\_  
Al Strathee, Mayor

Per:

\_\_\_\_\_  
Jenna McCartney, Clerk

**ENBRIDGE GAS INC.**

Per:

\_\_\_\_\_  
Mark Kitchen, Director  
Regulatory Affairs

Per:

\_\_\_\_\_  
Steven Jelich, Director,  
Southwest Region Operations

**SCHEDULE B**  
**MAP OF THE TOWN OF ST. MARYS**  
**ENBRIDGE GAS INC.**  
**EB-2022-0332**  
**FEBRUARY 28, 2023**



## Town of St Marys



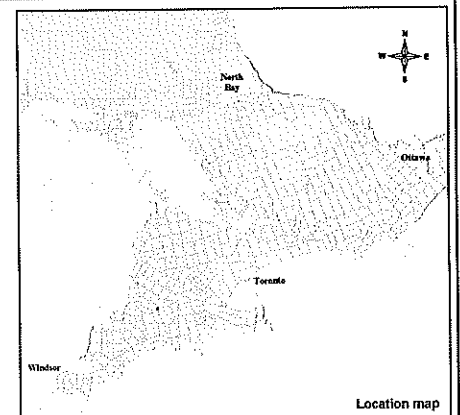
### Legend

- Enbridge Gas Pipeline Coverage Area
- Town of St Marys
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries



**Disclaimer:**  
The map is provided with no warranty express or implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation

**ENBRIDGE**



Location map

## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Amy Cubberley, Cultural Services Manager
<b>Date of Meeting:</b>	14 March 2023
<b>Subject:</b>	<b>DCS 08-2023 Heritage Property Grant Program Expansion</b>

### PURPOSE

The purpose of this report is to provide Council with information for their consideration regarding the expansion of the Town of St. Marys Heritage Property grant program to include designated heritage properties located outside of the Central Commercial District.

### RECOMMENDATION

**THAT** DCS 08-2023 Heritage Property Grant Program Expansion report be received; and

**THAT** Council accepts the recommendation from the Heritage and Culture Advisory Committee to expand the Heritage Property Grant Program to include designated heritage properties located outside of the Central Commercial District; and

**THAT** Council consider By-Law 23-2023, being a by-law to repeal and replace the former heritage grant with the updated eligibility requirements.

### BACKGROUND

Under Sections 39 and 45 of the *Ontario Heritage Act*, municipal councils are authorized to pass by-laws providing for a grant or loan to the owner of any property designated by by-law under Part IV (individual property designation) or Part V (heritage conservation districts). Subsection 39 (1) states that: "The council of a municipality may pass by-laws providing for the making of a grant or loan to the owner of a property designated under this Part for the purpose of paying for the whole or any part of the cost of alteration of such designated property on such terms and conditions as the council may prescribe."

The Heritage Property Grant was first implemented by the Town of St. Marys in 2009. There are two streams of funding: façade painting, and repair or restoration of architectural elements. The Heritage Property Grant can fund up to 50% of a project, capped at \$2500 for painting and \$7500 for repair and restoration of architectural elements. During this era, a Façade Improvement Grant was also available through the Community Improvement Plan (CIP), which funded improvements to facades in the Central Commercial District that were not covered under the Heritage Property Grant (such as new signage and upgrading lighting). Many applicants applied to both grants, as often parts of a project were eligible for funding under the Heritage Property Grant, and other parts under the Façade Improvement Grant. In 2017 an amendment to the Heritage Grant by-law was made to ensure that even if an applicant applies to both grants, the Town will not fund more than 50% of the total project costs.

In 2021 the CIP was expanded to include several new funding streams. Staff responsible for administering the CIP and Heritage Property Grant work closely to ensure that applicants are matched with the most suitable funding stream. As there are several new funding streams that many properties

in the Central Commercial District may be eligible for, the number of Heritage Property Grants received by the Town of St. Marys has dropped in recent years.

In the past two years, three owners of heritage properties located outside of the Central Commercial District have enquired about grant opportunities to assist with the upkeep of their buildings. There are currently no provincial or federal grant opportunities specific to heritage conservation that these property owners are eligible for.

The purpose this report is for Council to consider a recommendation from staff and from the Heritage and Culture Committee to expand the eligibility requirements for the Heritage Property grant program to include designated properties outside of the Central Commercial District.

## REPORT

The current Heritage Property Grant is restricted to designated properties located within the Central Commercial District. There are currently 152 designated properties in the Heritage Conservation District, all of which are located within the Central Commercial District. Of the 48 Part IV (individually designated) properties in St. Marys, nine are municipally owned and would therefore be ineligible for funding. A further 15 are located within the Central Commercial District and are therefore already eligible. The designated properties within the Central Commercial District are eligible for the Heritage Property grant program.

Below is data on the number of projects and grant funding awarded from the past eight years. Note that the total funding available is for both the Heritage Property and CIP grant programs. The increase in funding available in 2018 is due to the Heritage Property Tax rebate program that was briefly available. The increase in 2020 is due to the expanded CIP program and housing strategies.

Year	Number of Projects	Heritage Grant Funding Issued	Funding Available
2015	6	\$27,044	\$40,000
2016	6	\$26,746	\$40,000
2017	7	\$34,350	\$40,000
2018	4	\$31,612	\$60,000
2019	4	\$10,379	\$30,000
2020	2	\$5,741	\$80,000
2021	1	\$9,725	\$50,000
2022	2	\$8,185	\$50,000

There are 24 designated properties in St. Marys that are located outside of the Central Commercial District. These properties are held to the same upkeep, maintenance, and heritage permit requirements as designated properties within the Central Commercial District, but there is no municipal financial support to assist properties owners with these endeavours.

As a result of Bill 23 *More Homes Built Faster Act*, it has become increasingly challenging for municipalities to designate heritage properties. The property must first be listed on the municipal register of non-designated properties before being designated and must meet a higher threshold of criteria to be considered worthy of designation. Considering this change, a shift in focus to invest in the preservation of what is already designated is a way for the Heritage and Culture Advisory Committee and the Town of St. Marys to ensure that conserving heritage buildings continues in St. Marys.

Staff researched the 21 Ontario municipalities that have their Heritage Grant program information online. Of the 21 surveyed, none have geographic restrictions in place, and all designated heritage properties located within their municipal boundaries are eligible for funding. St. Marys was the only



municipality surveyed that has the geographic restriction of the property being located within the Central Commercial District.

If the grant program is expanded will we expect to see an increase in request for designations so that property owners can have their renovations funded? Staff do not believe that this will be likely. All designated properties in St. Marys have undergone extensive study prior to being recommended for designation. This process takes upwards of a year to complete and on average. Due to the high threshold that a property must meet to be designated, and the high standards that grant eligible projects are held to, it is highly unlikely that a property owner would seek heritage designation just to be eligible for grant funding.

A draft by-law has been included in the by-law section of the agenda. By-law 53-2009, a by-law to establish a Heritage Grant Program for designated properties located within the Town's Central Commercial District, was used as the base for by-law 23-2023. The only changes made were in regard to changing the eligibility from the Central Commercial District to the entire Town of St. Marys, and updating the name of the Heritage Committee to the Heritage and Culture Advisory Committee.

## **FINANCIAL IMPLICATIONS**

None. An annual budget is set by Council for both Heritage Property Grants and Community Improvement Program grants each year, and the funds are dispersed on a first come, first served basis. Expansion of eligibility for the current Heritage Property Grant Program may make the program slightly more competitive for applicants. With only a few of the 152 eligible properties currently applying each year, it is not anticipated that expanding eligibility to an additional 24 properties would require an adjustment to the budget.

## **SUMMARY**

Staff brought this issue to the February 8, 2023 Heritage and Culture Advisory Committee meeting and the following recommendations were made:

**THAT** DCS 02-2023 Heritage Grant Program Expansion report be received; and

**THAT** the Heritage and Culture Advisory Committee recommends to Council that the Town of St. Marys Heritage Property Grant program expands to include designated heritage properties located outside of the Central Commercial District.

By expanding the Heritage Property Grant to include designated properties located outside of the Heritage Conservation District, there would be financial incentive for these additional 24 property owners to undertake heritage restoration work and invest in the conservation of their properties. Many of these heritage properties are considered tourism assets that are highlighted in the heritage walking tour brochure and included on tour routes for various bus tours. They have also been an attraction for film companies. Providing a financial incentive for upkeep and heritage restoration of these properties would demonstrate an investment in the properties that the Town of St. Marys has deemed worthy of heritage designation.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

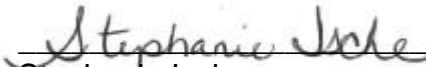
- Morgan Dykstra, Public Works and Planning Coordinator
- Stephanie Ische, Director of Community Services
- Grant Brouwer, Director of Building and Development

## ATTACHMENTS

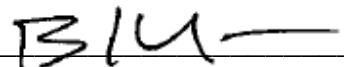
- Draft By-law Heritage Grant listed under By-law section of agenda

## REVIEWED BY

### Recommended by:

  
\_\_\_\_\_  
Amy Cubberley  
Cultural Services Manager  
\_\_\_\_\_  
Stephanie Ische  
Director of Community Services

### Recommended by the CAO

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

## FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Corporate Services / Treasurer
<b>Date of Meeting:</b>	14 March 2023
<b>Subject:</b>	<b>COR 25-2023 Agreement MTO Transit – Phase 4</b>

### PURPOSE

To provide Council with the information to consider executing the Safe Restart Agreement Phase 4 Funding for Municipal Transit.

### RECOMMENDATION

**THAT** COR 25-2023 Agreement MTO Transit – Phase 4 report be received; and

**THAT** Council consider By-law 25-2023 authorizing the Mayor and Clerk be to sign the Transfer Payment Agreement for the Safe Restart Agreement Phase 4 Funding for Municipal Transit.

### BACKGROUND

In 2020, the Ministry of Transportation (MTO) began the Safe Restart program for Municipal transit services to assist with the extra costs and revenue losses incurred throughout the pandemic. There has been four (4) phases of this funding which has provided financial assistance for the periods beginning on April 1, 2020 to December 31, 2022.

The Town has worked with the St. Marys and Area Mobility Service to report and apply for these funds. The amounts received have been transferred to St. Marys and Area Mobility Service (Mobility) to assist with their cost pressures.

### REPORT

The latest round of funding, phase 4, requires a final TPA (transfer payment agreement) to be returned to the Province by March 31, 2023. This program has been crucial for the Mobility service to maintain its sustainability through the pandemic. The Mobility service has incurred extra costs for providing services to the public through extra cleaning, higher fuel costs, and much lower client fees from reduced ridership. The ridership statistics from the Mobility service are below for reference:

- 2019/2020 year – 14,183 rides
- 2020/2021 year – 3,880 rides
- 2021/2022 year – 5,250 rides
- 2022/2023 year to date – 7,314 rides as of Jan 31, 2023

The funding that has been received through this program is summarized below:

Phase 1:	\$23,329
Phase 1 Top-Up:	\$ 2,114
Phase 2:	\$37,070
Phase 3:	\$ 9,808
Phase 3 Top-up:	\$26,555
Phase 4:	\$63,261
Total:	<b>\$162,137</b>

It is important to note that the phase 4 funding was originally approved for \$34,158, an additional \$29,103 will be received with the updated TPA. The net cost pressures for the period of February 1 – December 31, 2022 were calculated at \$100,242.

## **FINANCIAL IMPLICATIONS**

The grant of \$63,261 will be received by the Town and provided to St. Marys and Area Mobility Service to cover their 2022 cost pressures.

## **SUMMARY**

The Town is entering into a transfer payment agreement with the Province of Ontario for Public transit funding to assist with COVID related cost pressures.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Lauren Beer, St. Marys Mobility

## **ATTACHMENTS**

SR4 TPA – St. Marys


## **REVIEWED BY**

### **Recommended by:**



André Morin  
Director of Corporate Services/Treasurer

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

**TRANSFER PAYMENT AGREEMENT  
FOR SAFE RESTART AGREEMENT PHASE 4 FUNDING FOR MUNICIPAL TRANSIT  
(SRA PHASE 4)**

**THIS TRANSFER PAYMENT AGREEMENT** for Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA PHASE 4) (the “Agreement”) is effective as of the Effective Date.

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

**His Majesty the King in right of Ontario** as represented by the  
Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

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

(the “**Recipient**”)

**BACKGROUND:**

On December 7, 2022, the Government of Ontario announced that it was partnering with the Government of Canada to provide up to \$505 million in Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA Phase 4) to municipalities across Ontario.

The funding for SRA Phase 4, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the costs and losses relating to the Recipient’s transit systems the Recipient has incurred during the Eligibility Period as a result of the COVID-19 pandemic.

SRA Phase 4 funding builds upon the approximately \$2.15 billion that was delivered to municipalities through the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic-related financial pressures. SRA funding has been delivered in three phases:

- Phase 1: Over \$700 million flowed to municipalities for COVID-19 related financial impacts between April and September 2020.
- Phase 2: \$590 million flowed to municipalities for COVID-19 related financial impacts between October 2020 and March 2021.
- Phase 3: Up to \$650 million for eligible expenditures between April and December 2021, plus an additional \$127.6 million in Phase 3 top-ups and an additional \$81.7 million in supplementary funding for January 2022 (for Phase 3 only, municipalities were able to request an extension of the eligibility period to December 31, 2022, on a case-by-case basis).

## **CONSIDERATION:**

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

### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Payment Procedures

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency;
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency; or
- (c) this Agreement and any of the requirements of the Guidelines, this Agreement will prevail.

### **3.0 COUNTERPARTS**

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

**3.2 Electronic Execution and Delivery of Agreement.**

- (a) The Agreement may:
  - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
  - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

#### **4.0 AMENDING THE AGREEMENT**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
  - (a) the Funds are to assist the Recipient with the Financial Impacts due to the COVID-19 pandemic on the Recipient's transit system or the Costs to Support Priority Initiatives and not to provide goods or services to the Province;
  - (b) the Province is not responsible for the Recipient's transit system; and
  - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (Ontario) and any information provided to the Recipient in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HIS MAJESTY THE KING IN RIGHT OF THE  
PROVINCE OF ONTARIO**, represented by the  
Minister of Transportation for the Province of Ontario

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Date

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Name: Caroline Mulroney  
Title: Minister

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

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Date

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Name: Al Strathdee  
Title: Mayor

I have authority to bind the Recipient.

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Date

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Name: Jenna McCartney  
Title: Clerk

I have authority to bind the Recipient.



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

### **A1.0 INTERPRETATION AND DEFINITIONS**

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

**“Agreement”** means this agreement, entered into between the Province and the Recipient, all of the schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system or the Agreement.

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

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

**“Costs to Support Priority Initiatives”** means the operating and capital costs incurred by the Recipient during the Eligibility Period in respect of the Recipient’s municipal transit system that support the priority transit initiatives identified in Schedule “C” subsection C1.1. For clarity, Costs to Support Priority Initiatives are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

**“Effective Date”** means the date of signature by the last signing Party to the Agreement.

**“Eligible Expenditures”** means the losses and costs that are eligible for funding by the Province in accordance with Schedule “C” of the Agreement).

**“Eligibility Period”** means the period starting on February 1, 2022 and ending on December 31, 2022, inclusive.

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

**“Expiry Date”** means December 31, 2023.

**“Financial Impacts”** means the net revenue losses, net operating costs, and capital costs the Recipient has incurred during the Eligibility Period in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic. For clarity, Financial Impacts are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

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

**“Guideline”** or **“Guidelines”** means the “Ministry of Transportation Safe Restart Agreement Phase 4 Municipal Transit Funding Stream Guidelines and Requirements”, as may be amended from time to time, which were distributed to recipients on December 7, 2022, and made available through the Transfer Payment Ontario (TPON) system.

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for funding by the Province in accordance with Schedule “C” of the Agreement.

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

**“Maximum Funds”** means **\$63,261**.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

**“On-demand Transit”** means an alternative form of providing transit, where vehicle routes and schedules are determined by passenger demand typically facilitated through a technology application, unlike fixed route transit where transit service has a predetermined route and schedule.

**“Operating Budget”** means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001* or a suitable adopted budget from which a baseline can be established to measure COVID-related financial impacts.

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

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

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

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

**“ Reports ”** means the reports described in the Guidelines as well as any additional reports described in this Agreement.

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

**“SRA Phase 1 Contribution”** means the funding for the SRA Phase 1 the Province provided to the Recipient in September and October 2020 in accordance with the Safe Restart Agreement  
Public Transit Funding Stream – Phase 1 Guidelines and Requirements

**“SRA Phase 3 Contribution”** means the funding for the SRA Phase 3 the

Province provided to the Recipient in March 2021 in accordance with the Province's Safe Restart Agreement Public Transit Funding Stream – Phase 2 and Phase 3 Guidelines and Requirements.

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

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

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient's transit system;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with, and will continue to comply with, all requirements under the Guidelines;
- (e) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance);
- (f) any information, including the Reports, the Recipient provided to the Province in support of its request for Funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact, any Costs to Support Priority Initiatives and related timelines was true and complete at the time the Recipient provided the Reports; and
- (g) it will provide any necessary updates to the Province during the Term of the Agreement to ensure that all Reports will continue to be true and complete should any of the information become inaccurate.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures from the Eligibility Period, all in a timely manner; and
- (c) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

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

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default) of the Agreement or by the Province in accordance with the Guidelines.

### **A4.0 FUNDS**

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

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

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

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions); and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of one or more of the following:
  - (i) the information the Recipient provides to the Province pursuant to this Agreement and the Guidelines; and
  - (ii) the SRA Phase 3 Contribution funding provided to the Recipient exceeds the financial impacts the Recipient incurred, as a result of the COVID-19 pandemic, beginning from April 1, 2021, to December 31, 2021, inclusive.

**A4.3 Use of Funds.** The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

**A4.4 Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds.** Based upon the Reports the Recipient provides to the Province, the Province will provide Funds to the Recipient in an amount based on the actual losses or costs to the Recipient, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive SRA Phase 1 Contribution, SRA Phase 3 Contribution, a rebate, credit or refund.

**A4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

## **A5.0 RECIPIENT'S DISPOSAL OF ASSETS**

**A5.1 Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

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

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

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

(a) the Recipient; or

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

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

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

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

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

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

A7.1 **Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), "**Province**" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient represents and warrants:

(a) That it has submitted to the Province:

(i) all Reports in accordance with the requirements as provided for in the Guidelines

(b) That it has ensured that all Reports and other reports are:

(i) accurate to the date of this Agreement;

(ii) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

- (c) That it will provide to the Province any other reports, in accordance with any timelines and content requirements, that the Province may require from the Recipient prior to the execution of the Agreement and throughout the Term of the Agreement.

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

- (a) proper and accurate financial accounts and Records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement.

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

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

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

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

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

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;



- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A8.2 Request from the Province in Respect of Communications Activities.** The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its

subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Agreement.

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

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

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

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the repayment of any Funds provided to the Recipient in accordance with this Agreement.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province;
- (b) provide, in accordance with Article A7.0 (Reporting, Accounting and Review), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b); or
- (c) Provide any necessary update to the Province with respect to the accuracy of the content or information contained and submitted to the Province in any Report provided in accordance with this Agreement or the Guidelines.

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (d) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (e) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (f) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A12.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraph A12.2.

**A12.5 When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A13.0 FUNDS UPON EXPIRY**

**A13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining either in its possession, under its control, or both.

### **A14.0 DEBT DUE AND PAYMENT**

**A14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds, SRA Phase 1 Contribution and SRA Phase 3 Contribution, or an amount equal to any Funds, SRA Phase 1 Contribution, or SRA Phase 3 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise. This paragraph shall be in addition to any rights provided for under paragraph A4.4 above and shall not be construed by either Party as a conflict to said paragraph.

**A14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A14.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

**A14.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial*

*Administration Act (Ontario)*, if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A15.0 NOTICE FOR MATTERS PURSUANT TO THE AGREEMENT.**

**A15.1 Notice in Writing and Addressed.** Any Notice that shall be required to be provided by one Party to the other Party pursuant to the Agreement will be:

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

**A15.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A15.3 Postal Disruption.** Despite paragraph A15.2(a), in the event of a postal disruption:

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

## **A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A16.1 Consent.** When the Province provides its consent pursuant to the Agreement:

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

## **A17.0 SEVERABILITY OF PROVISIONS**

**A17.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A18.0 WAIVER**

**A18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement or the Guidelines.

**A18.2 Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

## **A19.0 INDEPENDENT PARTIES**

**A19.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A20.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

## **A21.0 GOVERNING LAW**

**A21.1 Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the

Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A22.0 FURTHER ASSURANCES**

**A22.1 Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement or the Guidelines pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A23.0 JOINT AND SEVERAL LIABILITY**

**A23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A24.0 RIGHTS AND REMEDIES CUMULATIVE**

**A24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A25.1 Other Agreements.** If the Recipient:

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

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

## **A26.0 SURVIVAL**

**A26.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2, Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice for Matters Pursuant to the Agreement) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

## **A27.0 SPECIAL CONDITIONS**

**A27.1 Special Conditions.** The provision of the Funds by the Province to the Recipient under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
  - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and

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



**SCHEDULE “B”**  
**CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8 <b>Attention:</b> Kevin Dowling, Manager, Strategic Investments Office <b>Phone:</b> (416) 859-7912 <b>Email:</b> kevin.dowling@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Address:</b> 408 James St. S St. Marys, ON N4X 1B6 <b>Attention:</b> Andre Morin <b>Phone:</b> 519-284-2340 xt 217 <b>Email:</b> amorin@town.stmarys.on.ca
<b>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</b>	<b>Address:</b> 408 James St. S St. Marys, ON N4X 1B6 <b>Attention:</b> Andre Morin <b>Phone:</b> 519-284-2340 xt 217 <b>Email:</b> amorin@town.stmarys.on.ca
<b>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<b>Position:</b> Director Municipal Programs Branch, Ministry of Transportation
<b>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<b>Position:</b> Treasurer

**SCHEDULE “C”  
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**C1.0 ELIGIBLE EXPENDITURES**

**C1.1 Scope of Eligible Expenditures.** Eligible Expenditures include, at the Province’s sole discretion, the following losses and costs incurred during the Eligibility Period:

**Net Revenue Losses**

- (a) The following revenue losses will be considered Eligible Expenditures, which shall be calculated by subtracting the difference between the Operating Budget and actual revenue for the Eligibility Period, minus the non-COVID 19 related revenue changes during the same period:
  - (i) farebox revenue losses;
  - (ii) advertising revenue losses;
  - (iii) parking revenue losses;
  - (iv) contract revenue losses; and
  - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

**Operating Costs**

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
  - (i) costs associated with vehicle cleaning;
  - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);

- (iii) costs associated with vehicle maintenance;
- (iv) costs associated with transit facilities;
- (v) costs resulting from existing contracts with expanded scope/new contracts;
- (vi) employee related costs (i.e., salaries, wages, benefits);
- (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
- (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

### **Capital Costs**

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
  - (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
  - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and
  - (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

### **Priority Transit Initiatives**

- (d) The following operating and capital costs incurred and paid that support priority transit initiatives:
  - (i) Up to 50% of the total costs for initiatives that support a long-term vision for regional fare and service integration;
  - (ii) Up to 50% of the total costs for On-Demand Transit studies and pilot initiatives; and

Up to 50% of the total costs for expenses to support the transformation of transit structures/governance between neighbouring municipal governments, where the Province has been engaged in discussions.

## **C2.0 INELIGIBLE EXPENDITURES**

**C2.1 Scope of Ineligible Expenditures.** Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C1.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C1.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (f) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (g) refundable Harmonized Sales Tax or other refundable expenses; and
- (h) any other cost which is not specifically listed as an Eligible Expenditure under section C1.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

## **SCHEDULE “D” PAYMENT PROCEDURES**

### **D1.0 PAYMENT PROCEDURES**

- D1.1 Submission of Claim for Payment and Required Documentation.** In order to receive payment, the Recipient will have submitted all Reports, including, without limitation, its claim for payment, together with the supporting documentation set out in the Guidelines in accordance with the timelines required therein, or at a later date if, the Province consents to a later date in it's sole and absolute discretion.
- D1.2 Claim Payments.** Subject to the terms and conditions set out in the Agreement and the Guidelines and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D1.1 (Submission of Claim for Payment and Required Documentation) within 90 business days from the date the claim is approved and accepted by the Province.
- D1.3 No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D1.2 (Claim Payments).
- D1.4 No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, or if the claim is missing any of the required supporting documentation, Reports or such documentation and Reports are not in accordance with the Guidelines or the Agreement, or both.
- D1.5. Lump Sum Payment.** In accordance with the foregoing, all payment of the Funds to be provided by the Province to the Recipient pursuant to the Agreement shall be made in a single lump sum payment, as calculated in accordance with the terms in the Agreement and the Guidelines, up to the Maximum Funds.



# FORMAL REPORT

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

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

**Date of Meeting:** 14 March 2023

**Subject:** **COR 26-2023 Agreement Ontario Gas Tax**

## PURPOSE

To provide Council with the details of the 2023 Provincial Gas Tax Agreement and receive the authority to execute the agreement.

## RECOMMENDATION

**THAT** COR 26-2023 Agreement Ontario Gas Tax report be received; and

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

**THAT** Council consider By-law 26-2023, authorizing the Mayor and the Clerk to execute the Letter of Agreement for Provincial Gas Tax Funds for Public Transportation Program.

## BACKGROUND

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

2023 operating funds by Municipality:

Town of St. Marys	\$20,764
Municipality of Perth South	\$ 2,600
Municipality of Zorra	\$ 1,000
Municipality of Thames Centre	\$ 1,000

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

## REPORT

Each year, the Province reviews and updates the gas tax program and provides each qualifying municipality with a revised funding agreement. An increase in this year's allocation was recently announced by the Province and for 2023 the Town of St. Marys will receive \$163,485.

This year the Mobility service has requested an increase to the operating amount from the Gas Tax transfer from \$80,000 to \$115,000. This request will come back to Council once an agreement between the Town and the Mobility Service is ready – expected to be in early April.

## **FINANCIAL IMPLICATIONS**

The Provincial Gas Tax funding is kept in a separate bank account with the Town of St. Marys. The reserve fund currently has a balance of approximately \$330,000.

## **SUMMARY**

The Town of St. Marys will receive \$163,485 on behalf of St. Marys, Municipality of Perth South, Municipality of Zorra, and Municipality of Thames Centre from the Provincial Gas Tax program in support of mobility public transportation support.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

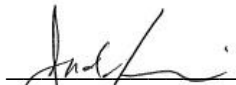
n/a

## **ATTACHMENTS**

St. Marys – Letter of Agreement 22-23

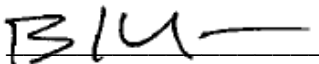
## **REVIEWED BY**

### **Recommended by:**



André Morin  
Director of Corporate Services/Treasurer

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

**Ministry of  
Transportation**

Office of the Minister

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

**Ministère des  
Transports**

Bureau de la ministre

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



February 24, 2023

107-2023-555

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

Dear Mayor Strathdee:

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

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

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2022-23 Guidelines and Requirements (the "guidelines and requirements").

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

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$163,485** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$122,614**; and any remaining payment(s) will be provided thereafter.

.../3



3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2022-23 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

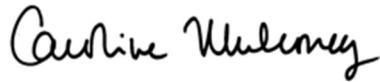
.../3

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

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

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

Sincerely,



Caroline Mulroney  
Minister of Transportation

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

**Municipality**

\_\_\_\_\_  
Date

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

I have authority to bind the Municipality.

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

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

I have authority to bind the Municipality.

# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Corporate Services / Treasurer
<b>Date of Meeting:</b>	14 March 2023
<b>Subject:</b>	<b>COR 27-2023 Adoption of 2023 Budget</b>

## PURPOSE

To present the necessary by-laws to Council for the consideration of adopting the 2023 budget, tax levy, and property tax rates.

## RECOMMENDATION

**THAT** COR 27-2023 Adoption of 2023 Budget report be received; and

**THAT** Council consider By-law 27-2023, being a by-law to adopt the 2023 Budget and Tax Levy; and

**THAT** Council consider By-law 28-2023, being a by-law to set tax ratios for prescribed property classes for municipal purposes for the year 2023; and

**THAT** Council consider By-law 29-2023, being a by-law to levy the rates of taxation for the year 2023.

## BACKGROUND

Town staff have been working and preparing the draft 2023 budget documents since the fall of 2022. Council deliberated the draft 2023 budget at the dates below:

December 6, 2022 – Department overview of services provided.

January 10, 2023 – Operating and Capital budget review.

January 17, 2023 – complete operating/capital review, external transfers, property tax policy and budget wrap-up.

February 4, 2023 – Coffee with Council event.

February 28, 2023 – Public Meeting on final proposed 2023 budget.

At the February 28<sup>th</sup> meeting, Council passed the following resolution:

*Staff be directed to prepare the budget by-law for consideration at the March 14, 2023 regular Council meeting.*

## REPORT

The 2023 budget includes a total property tax levy of \$14,066,923 – this represents a total tax levy increase 5.54% and a net tax levy increase of **3.69%**. The net tax levy represents the tax levy “net” of 2022 real assessment growth (physical additions to the assessment like new properties). The net levy represents the average tax increase across all property tax classes – Residential, Commercial, Industrial, etc.)

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

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

The information is summarized below:

	2022	2023	% Increase	\$ Increase
<b>Total Tax Levy</b>	13,328,384	14,066,923	<b>5.54%</b>	<b>\$738,539</b>
<sup>1</sup> 2022 Growth	238,160			
<b>Adjusted Tax Levy</b>	13,566,544	14,066,923	<b>3.69%</b>	<b>\$500,379</b>

#### TOTAL MUNICIPAL BURDEN ON RESIDENTIAL DWELLING

<sup>2</sup> <b>Median Municipal Tax - Residential Dwelling</b>	3,308.04	3,430.05	<b>3.69%</b>	<b>\$122</b>
<sup>3</sup>	400.86	400.86	<b>0.00%</b>	<b>\$0</b>
	<b>3,708.90</b>	<b>3,830.91</b>	<b>3.29%</b>	<b>\$122</b>
<sup>4</sup> <b>Wheelie Bin</b>	131.58	138.16	<b>5.00%</b>	<b>\$7</b>
<sup>5</sup> <b>Water</b>	442.08	444.29	<b>0.50%</b>	<b>\$2</b>
<sup>5</sup> <b>Wastewater</b>	467.76	485.30	<b>3.75%</b>	<b>\$18</b>
<b>Total - User Fees</b>	<b>1,041.42</b>	<b>1,067.75</b>	<b>2.53%</b>	<b>\$26</b>
<b>TOTAL MUNICIPAL BURDEN</b>	<b>4,750.32</b>	<b>4,898.66</b>	<b>3.12%</b>	<b>\$148</b>

<sup>1</sup> Growth - Final

<sup>2</sup> Municipal Tax (does not include education tax) based on Median Assessment of \$262,000

<sup>3</sup> Education rates prescribed by Province - Confirmed

<sup>4</sup> Based on average usage. Billed on the property tax bill as a separate charge

<sup>5</sup> Water/Wastewater charged on Hydro bill. Based on average use of 13 cubic meters per month

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

RT C	RT Q	Description	Prop Code	Prop Count	2022 CVA	2023 CVA	% CVA Change	2022 Total CVA Taxes	2023 Total CVA Taxes	\$ Tax Change	% Tax Change
R	T	Single Family Home	301	2,113	262,000	262,000	0.00%	3,708.90	<b>3,830.91</b>	<b>122.01</b>	<b>3.29%</b>
R	T	Residential Condominium Unit	370	66	148,000	148,000	0.00%	2,095.10	<b>2,164.03</b>	<b>68.93</b>	<b>3.29%</b>
R	T	Farm House	201	2	379,100	379,100	0.00%	5,366.58	<b>5,543.12</b>	<b>176.54</b>	<b>3.29%</b>
F	T	Farmland	211	2	1,316,600	1,316,600	0.00%	4,659.49	<b>4,812.77</b>	<b>153.28</b>	<b>3.29%</b>
M	T	Apartment Building	340	6	1,978,000	1,978,000	0.00%	30,833.00	<b>31,858.62</b>	<b>1,025.62</b>	<b>3.33%</b>
C	T	Small Office Building	400	12	247,900	247,900	0.00%	7,007.13	<b>7,185.11</b>	<b>177.98</b>	<b>2.54%</b>
C	T	Small Retail Commercial Property	410	22	276,000	276,000	0.00%	7,801.40	<b>7,999.56</b>	<b>198.16</b>	<b>2.54%</b>
I	T	Standard Industrial Property	520	12	1,017,000	1,017,000	0.00%	41,047.64	<b>42,231.50</b>	<b>1,183.86</b>	<b>2.88%</b>

The relation to finalizing the 2023 budget, Council needs to consider 3 by-laws:

- Adopt Budget and Tax Levy – This by-law confirms the 2023 budget and the amount of funds that needs to be raised from municipal property taxes.
- Set Tax Ratios – This by-law sets the annual tax ratios, which represents the relationship between the tax rate applicable to the residential tax class and the other tax classes (ex. Commercial, Industrial, etc.).
- Levy the Rates – This by-law sets the property tax rates based on the previous two by-laws. These tax rates are applied to the property assessments to determine the property taxes for each specific property.

## FINANCIAL IMPLICATIONS

The annual budget and tax levy provide the Town with means to collect property taxes and other fees to support the operating and capital needs for the year and advance the Town's strategic plan. The 2023 tax levy is \$14,066,923. The full budget details can be found in the 2023 budget book located on the Town's website budget page: [Annual Budget - Town of St. Marys \(townofstmarys.com\)](https://townofstmarys.com/Annual-Budget-Town-of-St-Marys)

## SUMMARY

Council has deliberated and recommended the 2023 operating and capital budget. Finalizing the budget and adopting the budget and tax levy By-law will provide a property tax levy of \$14,066,923; which amounts to an average increase of 3.69% to the municipal net levy.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

Town Council

Senior Management Team

## ATTACHMENTS

See 2023 budget by-laws attached in the By-Laws section of the agenda.

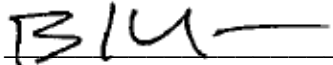
## REVIEWED BY

**Recommended by:**



André Morin  
Director of Corporate Services/Treasurer

**Recommended by the CAO**

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

Brent Kittmer

Chief Administrative Officer

**MINUTES**  
**St. Marys Business Improvement Area**  
**Governance Sub-Committee**

February 3, 2023  
8:30 am  
Town Hall, Council Chambers

Members Present: Sue Griffiths - Chair  
Lisa Fewster

Staff Present: Jenna McCartney, Clerk  
Gregory Youmans, Policy Assistant  
Stacey Frayne, BIA Administrative Assistant

**1. CALL TO ORDER**

The Chair, Sue Griffiths, called the meeting to order at 9:00 am.

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

None.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Sue Griffiths

**Seconded By** Lisa Fewster

**THAT** the February 3, 2023 St. Marys Business Improvement Area Governance Sub-committee agenda be approved.

**Carried**

**4. OTHER BUSINESS**

**4.1 ADMIN 04-2023 Governance Review**

Jenna McCartney, Clerk for the Town of St. Marys, presented staff report ADMIN 04-2023 and presented the findings to the sub-committee.

**Definitions** - The sub-committee suggested clear language be used regarding "member" and "tenant".

Staff will provide a more information about an "associate member".

**Objective** - Staff confirmed that the Business Improvement Area (the "BIA") is a local board of the Town of St. Marys as designated by the municipal council and that the BIA is deemed to be a corporation.

**Eligibility** - Staff will provide further information to the sub-committee regarding the role of an associate member including a recommended fee. There needs to be clear language that if an associate member is offered within the constitution, that there is no vote associated with the role.

Further investigation is required to define tenancy subletting and whether those individuals would be deemed members and have a vote.

**Board of Management** - The sub-committee suggested the maximum number of terms be provided in the constitution in a manner that does not end a person's role with the BIA after that period of time, rather suggests that the role should be available to new members.

**Responsibilities of the Board** - The sub-committee suggested that the constitution should include reference that the auditor for the BIA shall be the Town's approved auditor.

**Directors' Duties** - The sub-committee suggested that the constitution be written in a way that insinuates the role of the secretary may be performed by a member or a hired employee.

The constitution should be drafted in such a way to include reference to utilizing the Town's procurement and employment policies.

**General Meetings** - The sub-committee recommended increasing the period of notification of a general meeting along with the period that the agenda must be published prior to a meeting.

**Meetings of the Board of Management** - To ensure more flexibility for frequency of meetings, the constitution will be drafted to include a minimum of nine meetings per year.

**Proxy Voting** - The sub-committee suggested that nothing further is required at this time for proxy voting.

Staff concluded with next steps to include the presentation of a draft constitution to the sub-committee shortly then to the Board of Management.

**Moved By** Sue Griffiths

**Seconded By** Lisa Fewster

**THAT** ADMIN 04-2023 Governance Review report be received; and



**THAT** the Sub-Committee provide feedback to the Municipal Clerk regarding the areas to consider for inclusion in a governing constitution.

**Carried**

**5. UPCOMING MEETINGS**

To be determined

**6. ADJOURNMENT**

**Moved By** Sue Griffiths

**Seconded By** Lisa Fewster

**THAT** this meeting of the St. Marys Business Improvement Area Governance Sub-committee be adjourned at 9:59 am.

**Carried**

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Sue Griffiths, Chair

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Jenna McCartney, Clerk

**Minutes**  
**St. Marys Business Improvement Area Committee**  
**Regular Meeting**

February 13, 2023  
6:00 pm  
Municipal Operations Centre  
408 James Street South, St. Marys  
YouTube Link - <https://www.youtube.com/channel/UCzuUpFqxcEI8OG-dOYKteFQ>

**Board Members Present:** Claire Chapple, Megan Feeney (Chair), Lisa Fewster, Sue Griffiths (Treasurer), Alexandra Pritchard O'Shea (Vice-Chair), Jan Scott, Daniel Troyer, Councillor Brogan Aylward (Council Representative)

**Staff Present:** Stacey Frayne (Administrative Assistant)

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

**1. CALL TO ORDER**

The Chair called the meeting to order at 6:01 pm.

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

None

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Lisa Fewster

**Seconded By** Dan Troyer

**THAT** the February 13, 2023 St. Marys Business Improvement Area Board agenda be approved.

**Carried**

**4. ACCEPTANCE OF MINUTES**

**Moved By** Sue Griffiths  
**Seconded By** Jan Scott

**THAT** the January 9, 2023 St. Marys Business Improvement Area Board meeting minutes be approved by the Board and signed by the Chair and the Secretary.

**Carried**

## **5. DELEGATIONS**

### **5.1 Meet Me in St. Marys - Janis Fread**

Janis Fread and Cathy Atwell presented for their delegation for the 'Meet Me in St. Marys' event and discussed the potential for businesses to participate through a coupon package.

Board discussed the potential costs of the event and requested more information on expenses for the March meeting.

**Moved By** Claire Chapple  
**Seconded By** Sue Griffiths

**THAT** the Meet Me in St. Marys delegation be received; and

**THAT** the BIA Board revisit the 'Meet Me in St. Marys' event request upon receiving more information and deferring to the budget discussion.

**Carried**

### **5.2 COR 15-2023 Heritage Festival Concept**

The Town of St. Marys Events Coordinator Alanna Bowes presented the delegation on the concept of the reimagined 2023 Heritage Festival.

Board discussed road closures and the importance of giving details and notice to the Merchant's for clarity.

Board discussed sponsorship opportunity and how they could contribute to the festival to help promote the businesses.

**Moved By** Dan Troyer  
**Seconded By** Jan Scott

**THAT** COR 15-2023 Heritage Festival Concept report be received; and

**THAT** the BIA Board support Heritage Festival 2023 through participation and contribution to the festival's delivery; and

**THAT** the BIA Board review the sponsorship request of a \$2500 contribution to Heritage Festival 2023.

**Carried**

### **5.3 COR 16-2023 Memorandum of Understanding – Town Services**

Director of Corporate Services/Treasurer André Morin presented the COR 16-2023 Memorandum of Understanding - Town Services report to the Board regarding the Town providing Governance and Financial Support for the St. Marys BIA.

Director of Corporate Services/Treasurer André Morin will bring forward to Council in February for confirmation.

**Moved By** Lisa Fewster

**Seconded By** Alexandra Pritchard O'Shea

**THAT** COR 16-2023 Memorandum of Understanding - Town Services report be received; and

**THAT** the BIA Board support moving forward with the Town providing administrative and financial support as described in this report

**Carried**

## **6. CORRESPONDENCE**

## **7. NEW BUSINESS**

### **7.1 Committee Training Follow Up**

Board discussed that the training was a great form of reference for someone new joining a committee or board and overall found it helpful.

## **8. TREASURER'S REPORT**

### **8.1 January 2023 Treasurer Report**

**Moved By** Claire Chapple

**Seconded By** Jan Scott

**THAT** the January 2023 Treasurer's report be accepted as presented.

**Carried**

## **8.2 2022 Budget Recap**

The Treasurer gave a report on the 2022 budget breakdown.

**Moved By** Dan Troyer

**Seconded By** Claire Chapple

**THAT** the 2022 Budget Recap Treasurer's report be accepted as presented.

**Carried**

## **8.3 DRAFT 2023 Budget Discussion**

The Treasurer presented recommendations for the Draft 2023 Budget while breaking down the budget line items.

The Board discussed moving forward with a similar budget to 2022 until a Strategic Plan with public input is determined to help build future budgets for the term.

**Moved By** Claire Chapple

**Seconded By** Lisa Fewster

**THAT** the Budget Plan for 2023 Report be received; and

**THAT** the feedback as presented by the Treasurer be received.

**Carried**

**Moved By** Lisa Fewster

**Seconded By** Jan Scott

**THAT** funds from the BIA Loyalty Card Project budget line amount of \$25 000 to unallocated.

**Carried**

**Moved By** Lisa Fewster

**Seconded By** Claire Chapple

**THAT** the current budget line for Christmas Lights of \$5000 be moved to unallocated.

**Carried**

### **8.3.1 Feedback from Membership - C. Lynch**

## **9. COUNCIL REPORT**

Nothing to report.

**Moved By** Dan Troyer

**Seconded By** Jan Scott

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

**Carried**

## **10. UPCOMING MEETINGS**

**Moved By** Sue Griffiths

**Seconded By** Councillor Aylward

**THAT** the Annual General Meeting be held in the Town Hall Auditorium on Monday, April 24, 2023 pending availability.

**Carried**

## **11. ADJOURNMENT**

**Moved By** Lisa Fewster

**Seconded By** Claire Chapple

**THAT** this meeting of the St. Marys Business Improvement Area Board adjourns at 8:09 pm.

**Carried**

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Chair

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Committee Secretary

**MINUTES**  
**St. Marys Business Improvement Area**  
**Governance Sub-Committee**

February 23, 2023  
8:30 am  
Town Hall, Council Chambers

Members Present: Sue Griffiths - Chair  
Lisa Fewster

Staff Present: Jenna McCartney, Clerk  
Gregory Youmans, Policy Assistant  
Stacey Frayne, BIA Administrative Assistant

**1. CALL TO ORDER**

The Chair called the meeting to order at 8:30 am.

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

None.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Lisa Fewster

**Seconded By** Sue Griffiths

**THAT** the February 23, 2023 St. Marys Business Improvement Area Governance Sub-committee agenda be approved.

**Carried**

**4. ACCEPTANCE OF MINUTES**

**Moved By** Lisa Fewster

**Seconded By** Sue Griffiths

**THAT** the February 23, 2023 St. Marys Business Improvement Area Governance Sub-committee meeting minutes be approved by the Sub-committee and signed by the Chair and the Secretary.

**Carried**

**5. STAFF REPORTS**

**5.1 ADMIN 10-2023 Draft Constitution Update**

Staff presented the draft constitution for the Sub-committee's review.

St. Marys Business Improvement Area Governance Sub-committee - February 23, 2023



Section 3.1(b) presented the opportunity to include voting privileges for sublet tenants. The Sub-committee discussed the option and recommended that it not be included in the final draft.

Section 3.2 presented information about the associate member option. The Sub-committee discussed the option and recommended that it not be included in the final draft.

The Sub-committee discussed the proposed wording for the number of consecutive terms a member may represent the board of management. The Sub-committee did not come to a consensus on whether the wording should be more or less restrictive. The Sub-committee recommended that the Business Improvement Area Board make a recommendation on the wording.

The Sub-committee discussed the governance required if sub-committees be permitted by the Board. It was recognized that the intent of these groups is for gathering information for specific purposes such as a Christmas campaign or governance direction, and therefore, the groups should be deemed to be working groups and not have to follow the governance set out in the constitution. There should be reference to how a working group performs and provides information to the Board.

Staff concluded the meeting by confirming that the draft constitution is a gathering of existing legislation and best practices found throughout many municipal constitutions for business improvement areas. It is not staff's recommendation that a review by a solicitor is needed at this time, however, the final decision is that of the Board's to make.

**Moved By** Lisa Fewster

**Seconded By** Sue Griffiths

**THAT** ADMIN 10-2023 Draft Constitution Update report be received; and

**THAT** the Sub-Committee recommend to the St. Marys Business Improvement Area Board of Management:

**THAT** the St. Marys Business Improvement Area Board of Management approve the draft concept of the constitution and that the draft be brought forward at the annual general meeting for final consideration.

**Carried**

## **6. ADJOURNMENT**

St. Marys Business Improvement Area Governance Sub-committee - February 23, 2023

**Moved By** Lisa Fewster

**Seconded By** Sue Griffiths

**THAT** this meeting of the St. Marys Business Improvement Area Governance Sub-committee adjourns at 9:16 am.

**Carried**

---

Sue Griffiths, Chair

---

Jenna McCartney, Clerk



## **Minutes**

### **Library Board**

March 2, 2023

6:45 pm

Municipal Operations Centre  
408 James Street South, St. Marys

Member Present	Barbara Tuer, Sylvain Robichaud, Carol Robinson-Todd, Councillor Pridham, Councillor Aylward, Adrienne Tuling, Sam Corriveau
Member Absent	Mayor Strathdee, Cole Atlin, Colin Coburn
Staff Present	Sarah Andrews, Nicole Carradine

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

The March 2, 2023 Regular Meeting of the St. Marys Public Library Board was called to order at 6:45pm by Board Vice Chair B.Tuer.

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

None declared.

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

**Moved By** Adrienne Tuling

**Seconded By** Councillor Aylward

That the agenda for the March 2, 2023 regular meeting of the St. Marys Public Library Board be approved as presented.

**Carried**

**4. DELEGATIONS**

None present.

**5. CONSENT AGENDA**

**Moved By** Adrienne Tuling

**Seconded By** Brogan Aylward

That consent agenda items 5.1 through 5.4 be approved as presented.

**Carried**

5.1 Acceptance of Minutes

5.2 CEO Report

5.2.1 Library Monthly Report

5.2.2 Adult Learning Monthly Report

5.3 Library Statistics

5.3.1 2022 Library Programming Statistics

5.3.2 2022 Year in Review Infographic

5.3.3 January in Review Infographic

5.3.4 YTD Stats Graphs

5.4 Financial Report

5.4.1 Library Financial Report (2022)

5.4.2 Adult Learning Financial Report (2022)

**6. NEW AND UNFINISHED BUSINESS**

6.1 Strategic Plan 2022-2026 Review

THAT the Library Board accept this report, and;

THAT the Library Board approve the 2022-2026 Strategic Plan.

**Defeated**

6.1.1 Strategic Plan Report

6.1.2 Strategic Plan

6.2 Donation Report

**Moved By** Sam Corriveau

**Seconded By** Adrienne Tuling

THAT the Library Board Accept this report, and;

THAT the Library Board approve the transfer of the surplus donations to the Library reserve, to the total value of \$20,703.21.

**Carried**

6.3 Space and Use Calculations

**Moved By** Sylvain Robichaud

**Seconded By** Adrienne Tuling

THAT the Library Board accept this report, and;

THAT the library board request a sub-committee (Building or Planning) work with the CEO to review the "Making the Case for your Library Building Project" report, conduct calculations and bring recommendations back to the Library Board at a future meeting.

**Carried**

6.4 Subcommittee Report

**Personnel Committee**

Nominated members: Adrienne Tuling, Barb Tuer

Nominations Accepted

**Finance Committee**

Nominated Members: Councillor Pridham, Barb Tuer

Nominations Accepted

**Policy Committee**

Nominated Members: Sylvain Robichaud, Adrienne Tuling

Nominations Accepted

**Adult Learning Program of Perth Committee (ALPP)**

Nominated Members: Sam Corriveau, Councillor Aylward

Nominations Accepted

**Property and Planning Committee (previously separated)**

Nominated Members: Sam Corriveau, Colin Coburn, Sylvain Robichaud

Nominations Accepted (Sam Corriveau accepted via email)

**Friends of the Library (FOL)**

Carol Robinson-Todd (nominated and accepted at previous meeting)

**Perth County Information Network (PCIN)**

Nominated Members: Colin Coburn, Sylvain Robichaud

Nominations Accepted

**Ontario Library Service (OLS) Trustee**

Nominated Members: Carol Robinson-Todd

Nomination Accepted

**Ontario Library Boards' Association (OLBA)**

Nominated Member: Councillor Aylward

Nomination Accepted

**Moved By** Councillor Pridham

**Seconded By** Carol Robinson-Todd

THAT the Library Board accept this report, and;

THAT the Library Board appointment Board members to these subcommittees for an approved timeframe to be determined.

**Carried**

6.5 Downtown Service Review Update

Vice Chair B. Tuer gave a verbal update on the Downtown Service Review committee.

**7. ROUNDTABLE DISCUSSION**

7.1 Friends of the Library Report

**8. UPCOMING MEETINGS**

The next regular meeting of the St. Marys Public Library Board will take place on April 6, 2023 at 6:45pm.

**9. ADJOURNMENT**

**Moved By** Sylvain Robichaud

**Seconded By** Councillor Aylward

That the March 2, 2023 regular meeting of the St. Marys Public Library Board be adjourned at 8:31pm.

**Carried**

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Chair

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Board Secretary

**SPRUCE LODGE**  
**Board of Management Meeting**  
**January 18<sup>th</sup>, 2023**

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

**Councillors:** *Lesley Biehn, Dave Lucas, Marg Luna, Sue Orr, Jerry Smith*

**Regrets:** *Councillor Geza Wordofa*

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➤ *Councillor Luna brought the meeting to order.*

Moved by Councillor Orr  
Seconded by Councillor Biehn

**That the agenda for January 18<sup>th</sup>, 2023 be approved.**

**CARRIED**

➤ Declaration of pecuniary interest. *(None noted.)*

***Approval of Minutes:***

Moved by Councillor Lucas  
Seconded by Councillor Orr

**That the minutes of the December 21<sup>st</sup>, 2022 be approved as presented.**

**CARRIED**

**Business Arising:** *None Noted.*

**New Business:**

***Ratification of Accounts:***

Moved by Councillor Smith  
Seconded by Councillor Orr

**That the December 2022 accounts in the amount of \$976,987.52 be ratified.**

**CARRIED**

***Financial Report:***

The Business Manager distributed the Spruce Lodge Home for the Aged Financial Statement for the 11 months ending November 30, 2022 for review and discussion. The deficit is trending in the same direction as the previous month. Occupancy was at 97% for November and December 2022.

The Administration expense deficit includes the cost of arbitration, and staff consulting project. Level of care reserve is at \$800,000.00.

Moved by Councillor Biehn  
Seconded by Councillor Lucas

**To accept the Spruce Lodge Home Financial Report for the 11 months ending  
November 30<sup>th</sup>, 2022 as presented.**

**CARRIED**



## **SPRUCE LODGE - Continued**

### **Board of Management Meeting**

**January 18<sup>th</sup>, 2023**

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#### **2023 Operating Budget:**

The Business Manager presented the Spruce Lodge Home for the Aged 2023 Operating and Capital Budget. The budget shortfall is \$480,000, \$140,000 of which has been transferred from the Level of Care reserve, and the balance coming from an increased municipal contribution. The budget also proposes converting the short stay beds to long-stay beds. The union contract expired in 2021 and increases in wages are forecasted in the budget that contribute to the overages.

There is a continued effort to improve staffing levels such that there is a lesser need to rely on agency staff. The PSW program offered at Spruce Lodge has helped to secure some new PSWs. The recruiting of RPNs remains an issue.

The Business Manager presented the Details of 2023 Capital Expenditures Budget with a proposed increase of \$40,000.

The approved budget will be submitted to shared services tomorrow for presentation next Thursday.

Moved by Councillor Smith

Seconded by Councillor Orr

**To accept the Spruce Lodge Home for the Aged 2023 Operating and Capital Budget.**

**CARRIED**

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

##### **COVID Update:**

The South Wing went into outbreak on January 5<sup>th</sup>, 2023 with 8 residents affected. All cases have been resolved by one (1) with anticipation of being out of outbreak on 20<sup>th</sup> of January 2023.

##### **Quality Projects:**

The Administrator attended the graduation of the AMDSB program. Four (4) have been hired as a result. Plans are to offer the program again.

##### **Staffing:**

All full-time PSW lines have been filled with the exception of two (2), pending the results of a grievance. There are twenty-seven (27) open part-time lines, some of which will be combined to create full-time lines.

There are two (2) RPN staff on nights, one line of which has never been filled by regular staff, only agency.

Plans are to otherwise decrease PSW shifts to bring down the budget.

Moved by Councillor Lucas

Seconded by Councillor Biehn

**To enter closed session at 6:39 p.m. to discuss identifiable individuals.**

**CARRIED**

Moved by Councillor Biehn

Seconded by Councillor Lucas

**To enter open session at 6:49 p.m.**

**CARRIED**

**SPRUCE LODGE - Continued**

**Board of Management Meeting**

**January 18<sup>th</sup>, 2023**

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Moved by Councillor Orr  
Seconded by Councillor Biehn

**That the Administrator's report be accepted as presented.**

**CARRIED**

**Other Business:**

**Correspondence:** None presented.

***Dress Down Days:***

☺ *For December 2022, the lucky charitable receipt winner is **Janine Hamilton!***

Moved by Councillor Orr

**That the meeting be adjourned.**

**CARRIED**

**Date & Time of Next Meeting:**

***Wednesday, February 15<sup>th</sup>, 2023 @ 5:00 p.m.***

Councillor Marg Luna  
*Chairperson*

Jennifer Facey  
*Secretary*

**Date**

*Feb 15/23*

# Minutes

## Upper Thames River Conservation Authority (UTRCA)

### Board of Directors Meeting

#### Tuesday, November 22, 2022

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Virtual Meeting Due to COVID-19 Pandemic.

Alan Dale, UTRCA Board Chair, called the meeting to order at 9:33am.

#### Members Present:

M.Blosh	H.McDermid
A.Dale – Chair	P.Mitchell
A.Hopkins	B.Petrie
T.Jackson	J.Reffle
S.Levin	J.Salter
M.Lupton	M.Schadenberg

#### Regrets:

N.Manning  
A.Westman  
A.Murray

Solicitor: G. Inglis

#### Staff Present:

J.Allain	T.Hollingsworth
T.Annett	T.Lozier
E.Chandler	S.Pratt
B.Dafoe	D.Schofield
B.Dryburgh	C.Tasker
M.Funk	B.Verscheure
E.Gaskin	M.Viglianti – Recorder
S.Hodgkiss	

## 1. Territorial Acknowledgement

The Chair read the territorial acknowledgement.

## 2. Modifications to the Agenda

The Chair inquired whether the members had any proposed modifications to the agenda.

## **Draft**

An error was noted by staff, item 6.3 should be a motion to approve the report, not a motion to receive the report.

Mover: S.Levin

Second: B.Petrie

THAT item 6.3 be considered as the first item on the agenda.

Carried.

### **3. Declarations of Pecuniary Interest**

There were no declarations of pecuniary interest.

### **4. Delegations/Presentations**

There were no delegations or presentations.

### **5. Administrative Business**

#### **5.1. Approval of Minutes of Previous Meeting: October 26, 2022**

The Chair confirmed the mover and seconder were willing to let their names stand.

Mover: B.Petrie

Second: M.Blosh

THAT that the Upper Thames River Conservation Authority Board of Directors approve the Board of Directors' minutes dated October 26, 2022, including any closed session minutes, as posted on the Upper Thames River Conservation Authority web-site.

Carried.

#### **5.2. Business Arising from the Minutes**

There was no business arising from the minutes.

#### **5.3. Correspondence**

There was no correspondence.

## 6. Reports – For Consideration

### 6.3 Omnibus Bill 23: More Homes Built Faster Act\*

\*Item 6.3 was considered first as directed by the motion passed in item 2 Modifications to the Agenda.

The Chair confirmed the mover and seconder were willing to let their names stand.

Staff noted they had also passed comments along to the Upper Tier Municipalities in the watershed regarding the unintended consequences of Bill 23.

Concerns were raised regarding the piece of Bill 23 that prevents Municipalities from requesting comments, beyond natural hazards, from Conservation Authorities through the development review process. The concern was for the smaller Municipalities, who do not have the staff capacity to provide those comments internally.

Concerns were raised on the potential changes to the Provincial Policy Statement that may come out of the additional Environmental Registry of Ontario consultations.

The members discussed the draft letter and provided staff with suggested additions. Suggestions included stronger messaging condemning Bill 23, a request that the commenting period be extended beyond November 24<sup>th</sup>, including the reasons why the extension is necessary, how the changes will slow down the planning process, the concerns and request for clarity on how these changes will affect the Provincial Policy Statements, and expanding the cc list to include all local Members of Provincial Parliament.

There was a suggestion that the General Manager, Chair or Vice-Chair request meetings with the local Members of Provincial Parliament to discuss Bill 23 and its unintended consequences.

The Board provided direction to staff to strengthen the wording and expand the cc list to include all local Members of Provincial Parliament.

Mover: S.Levin

Secunder: J.Salter

AMEND the motion to include: THAT The Board gives staff authority, with consultation with the Chair and Vice-Chair, to write the province if there are changes to the Provincial Policy Statement that effect the work of the Conservation Authority.  
Carried.

## Draft

Mover: T.Jackson

Seconder: H.McDermid

THAT the Board of Directors approve the recommendation as presented in the report and THAT the Board give staff authority, with consultation with the Chair and Vice-Chair, to write the province if there are changes to the Provincial Policy Statement that effect the work of the Conservation Authority.

Carried.

### 6.1. 2023 Fees Policy and Fee Schedules

The Chair confirmed the mover and seconder were willing to let their names stand.

There was a suggestion to add messaging to the Environmental Registry of Ontario posting for Bill 23, demonstrating that Conservation Authority fees function on a user pay principal and do not exceed cost recovery. It was noted that this is the standard annual review of the fees and any increases are to move towards achieving the 50-50 user fee to levy ratio set out in the Fees Policy.

Staff clarified the significant increase for wet and dry dock fees was due to inflation, an increase in user demand, and increased maintenance costs.

Staff clarified the proposed shoulder season would extend full access to the day use areas into the end of November for a reduced fee. The proposal is in response to demand and the required service levels to support that increased demand.

There was a suggestion to include the percent increase beside all fees in the future. There was a suggestion to consider adding a surcharge for travel expenses for site visits and off site meetings to help cover the cost of fuel and staff travel time.

There was a suggestion to shift some planning fees into the pre-consultation phase, if that section is not impacted by the proposed freeze on Conservation Authority fee increases.

A typo was noted on page 14, the 2023 fee for Major Site Plan should be \$3,200.00, not \$320.

Mover: A.Hopkins

Seconder: T.Jackson

THAT the Board of Directors approve the recommendation as presented in the report.  
Carried.

## **6.2. 2023 Board of Directors Meeting Schedule, Transition and Orientation Plan**

The Chair confirmed the mover and seconder were willing to let their names stand.

Mover: S.Levin

Secunder: M.Lupton

THAT the Board of Directors approve the recommendation as presented in the report.  
Carried.

A.Hopkins left the meeting at 11:03am.

## **6.4 2023 Draft Budget Approval**

The Chair confirmed the mover and seconder were willing to let their names stand.

The Board members reviewed and discussed the 2023 draft budget for circulation to the Municipalities. Staff noted that this document will continue to be refined as more accurate information comes in regarding program funding for 2023.

There was a discussion on the planned Electric Vehicle charging stations. It was noted that there may be an opportunity to apply for a grant from the Federal Government that would provide up to a 50% rebate.

An error was noted in the Total Structures – City of London table on the 2023 UTRCA Draft Budget Municipal Levy sheet. Staff confirmed there was an error and that it would be fixed before circulation to member Municipalities.

There was a discussion on the ongoing required electrical upgrades in all three campgrounds. Staff noted that since all electrical infrastructure at all three parks required costly upgrades, they consulted with the Electrical Safety Authority and were directed to prioritize and do what is financially possible, year over year. Staff emphasized the need for an asset management plan.

While understanding the need for a maintenance budget in this transition year, some members noted it was at the expense of the long term strategic goals and strongly encouraged the future board not to lose sight of those goals.

Mover: P.Mitchell

Secunder: J.Salter

THAT the Board of Directors approve the recommendation as presented in the report.  
Carried.

## **7 Reports – For Information**

### **7.1 Administration and Enforcement – Section 28 Status Report**

(Report attached)

The Chair confirmed the mover and seconder were willing to let their names stand.

Staff noted they have been in contact with London Development Institute (LDI) about the permits that have not been issued and will be looking at ways to include additional information in future reports.

Mover: B.Petrie

Secunder: J.Reffle

THAT the Board of Directors receive the report for information.

Carried.

### **7.2 November For Your Information Report**

The Chair confirmed the mover and seconder were willing to let their names stand.

The General Manager thanked the Board members, on behalf of all staff members, for their support and participation in events over the last year.

Mover: J.Salter

Secunder: M.Schadenberg

THAT the Board of Directors receive the report for information.

Carried.

## **8 Notices of Motion**

The Chair inquired whether any Board members had motions to bring to the floor for a future meeting. There were none.

## **9 Chair's Comments**

The Chair noted Conservation Ontario cancelled their December Council meeting in lieu of holding a listening session next Monday on Bill 23. On the day scheduled for the Council meeting the General Managers will meet to discuss Bill 23.



## 10 Member's Comments

B.Petrie thanked all members who were citizen appointments, acknowledged their expertise and significant contributions, and expressed his disappointment in the new Provincial requirement to appoint Councillors.

## 11 General Manager's Comments

The General Manager noted the many challenges and obstacles that Conservation Authorities currently face, and those they have faced and overcome since the 1990s.

## 12 Reports – In-Camera

There was no in-camera business.

## 13 Adjournment

There being no further business, the meeting was adjourned at 12:01pm on a motion by M.Blosh.

A handwritten signature in blue ink, appearing to read "Tracy Annett", with a long horizontal flourish extending to the right.

Tracy Annett, General Manager  
Att.



## **Minutes**

### **Committee of Adjustment**

March 1, 2023

6:00 pm

Municipal Operations Centre

408 James Street South, St. Marys

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

Members Present	Steve Cousins, Chair William Galloway Stephen Glover Paul King Burton Pickel
Town Staff	Mark Stone, Town Planner Grant Brouwer, Secretary-Treasurer Morgan Dykstra, Public Works and Planning Coordinator
Others Present	Mark Whittemore, MTE Consultants Inc. Austin Currah, Perth County Ingredients Inc. Tom Dufton, Perth County Ingredients Inc.

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

Morgan Dykstra called the meeting to order at 6:06 pm.

#### **2. APPOINTMENT OF CHAIR**

Morgan Dykstra opened the floor for the nomination of Chair.

William Galloway nominated Steve Cousins.

Steve Cousins accepted the nomination.

There were no further nominations for Chair.

**Moved By** William Galloway

**Seconded By** Stephen Glover

**THAT** Steve Cousins be appointed as the Chair of the Committee of Adjustment effective March 1, 2023 to December 31, 2023.

**CARRIED**

**3. APPOINTMENT OF VICE CHAIR**

Morgan Dykstra opened the floor for the nomination of Vice-Chair.

William Galloway nominated Paul King.

Paul King accepted the nomination.

There were no further nominations for Vice-Chair.

**Moved By** William Galloway

**Seconded By** Burton Pickel

**THAT** Paul King be appointed Vice Chair of the Committee of Adjustment effective March 1, 2023 to December 31, 2023.

**CARRIED**

**4. APPOINTMENT OF SECRETARY – TREASURER**

Chair Cousins opened the floor for the nomination of Secretary-Treasurer

Stephen Glover nominated Grant Brouwer.

Grant Brouwer accepted the nomination.

There were no further nominations for Secretary-Treasurer.

**Moved By** Stephen Glover

**Seconded By** Paul King

**THAT** Grant Brouwer be appointed as Secretary - Treasurer for the Committee of Adjustment.

**CARRIED**

**5. APPOINTMENT OF DEPUTY SECRETARY-TREASURER**

Chair Cousins opened the floor for the nomination of Deputy Secretary-Treasurer.

William Galloway nominated Morgan Dykstra.

Morgan Dykstra accepted the nomination.

There were no further nominations for Deputy Secretary-Treasurer.

**Moved By** William Galloway

**Seconded By** Stephen Glover

**THAT** Morgan Dykstra be appointed as Deputy Secretary - Treasurer for the Committee of Adjustment.

**CARRIED**

**6. DECLARATION OF PECUNIARY INTEREST**

Committee Member Burton Pickel declared an apparent conflict of interest for agenda item 10.1.

**7. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Stephen Glover

**Seconded By** Paul King

**THAT** the March 1, 2023 Committee of Adjustment agenda be accepted as presented.

**CARRIED**

**8. ACCEPTANCE OF MINUTES**

**Moved By** William Galloway

**Seconded By** Paul King

**THAT** the September 21, 2022 Committee of Adjustment minutes be approved and signed by the Chair and the Secretary / Treasurer.

**CARRIED**

**9. COMMITTEE ORIENTATION**

Mark Stone and Grant Brouwer provided training to the Committee of Adjustment as provided in the agenda package and responded to questions from the Committee.

**Moved By** Stephen Glover  
**Seconded By** Burton Pickel

**THAT** the Committee Orientation Presentation be received for information.

**CARRIED**

## **10. REPORTS**

### **10.1 DEV 11-2023 Application for Minor Variance (File A01-2023) by Perth County Ingredients Inc., 20 Thames Road North, St. Marys, ON**

Having declared an apparent conflict of interest, Committee Member Burton Pickel removed themselves from the meeting room and did not participate in debate or the vote on this matter.

Chair Cousins advised how Notice of Public Hearing was distributed, and how members of the public can participate or view the meeting.

Mark Stone, the Town's Planner spoke to the Application as detailed in the staff report.

Chair Cousins asked the Applicant's Agent, Mark Whittemore of MTE Consultants Inc. to speak to the Application.

Mark Whittemore explained to the Committee the reasoning for the variance requests. First, there are twenty-five (25) people employed in the building and the requirement for ninety-one (91) parking spaces far exceeds the number of people employed, in addition to ensure there is adequate space for truck traffic movements more land area is required this will help reduce truck traffic movements on Thames Road North, therefore asking for a reducing in parking. Second, open space has been reduced to ensure there are gravel areas for trucks to complete their required movements like turning around. Finally, the minor variance for setback reductions along the northern property line is for existing equipment, and the concrete encroachment has been corrected.

Chair Cousins asked if members of the Committee had any questions or comments regarding the Application.

Paul King inquired about the status of the proposed lease with the Town of St. Marys.

Grant Brouwer clarified that the Town is agreeable to a lease and is working on the details.

Paul King asked if there was an option to purchase the Town's lands.

Austin Currah of Perth Country Ingredients Inc. explained that the initial request was to purchase the lands from the Town, however, the Town has proposed a five-year reoccurring lease.

Stephen Glover asked if the survey stakes on the property are for the lease lands or lane proper.

Mark Whittemore and Tom Dufton responded that the stakes closest to the building are for the laneway area.

Stephen Glover asked if the existing snow storage area will be moved to an alternative location.

Tom Dufton responded that snow will be relocated to the north-east corner of the property, and there are two additional areas along the east side of the property, and the south-east corner.

Stephen Glover commented there is an enclosed loading dock and two open loading docks at the front of the existing building, and asked if their use will be reduced with the expansion.

Tom Dufton explained that all goods to the pet food side of the facility come in and out of the docks facing Thames Road, and moving forward the use of front-loading docks will be reduced.

Chair Cousins asked if members of the gallery wished to comment or ask any questions regarding the application.

Murray Richardson (25 Thames Rd, Unit 1) indicated support for the proposed-development since it will reduce dust caused by truck traffic and asked that the Town provide more street-cleaning along Thames Road North.

Grant Brouwer commented that the Town has requested that Perth County Ingredients Inc. pave the front portion of the property, add curbing, and identify opportunities to reduce truck traffic movements on Thames Road North.

Chair Cousins asked the Committee if they had any further questions.

Stephen Glover asked which Town Department is responsible for the execution of the land lease agreement.

Grant Brouwer responded the Town's Chief Administrative Officer is responsible for the land lease agreement.

The Committee made the following recommendation:

**Moved By** William Galloway

**Seconded By** Stephen Glover

**THAT** the Application for Minor Variance by Perth County Ingredients Inc., affecting land described as 20 Thames Road North in the Town of St. Marys to permit a minimum of 45 parking spaces for an industrial establishment whereas the By-law requires 91 parking spaces, minimum landscape open space of 17.7% whereas the By-law requires 20% and minimum interior side yard of 0.01 metres whereas the By-law requires 3.0 metres, be **APPROVED**, subject to the following conditions:

1. This approval is granted only to the nature and extent of this Application and proposed development;
2. Required building permit(s) shall be obtained within one (1) year of the Committee's decision; and,
3. That failure to comply with and maintain the conditions of the Committee will render the approval null and void.

**CARRIED**

## **11. UPCOMING MEETINGS**

Town staff to contact the Committee when an application has been deemed complete.

## **12. ADJOURNMENT**

**Moved By** William Galloway

**Seconded By** Stephen Glover

**THAT** this Committee of Adjustment meeting be adjourned at 7:15 pm.

**CARRIED**

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Steve Cousins, Chair

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Grant Brouwer, Secretary-Treasurer





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

February 15, 2023  
9:00 am  
Municipal Operations Centre  
408 James Street South, St. Marys

Committee Members Present: Mayor Strathdee  
Jacqueline Hibbert  
Tony Winter  
Robert Zensner  
Councillor Edney  
Councillor Luna

Stratford Police Services Present: Chief Greg Skinner  
Deputy Chief Foster  
Constable Aaron Mounfield

Staff Present: Brent Kittmer, Chief Administrative Officer  
Jenna McCartney, Clerk  
Jed Kelly, Director of Public Works

**1. CALL TO ORDER**

The Chair called the meeting to order at 9:08 am.

**2. DECLARATION OF PECUNIARY INTEREST**

None.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** the February 15, 2023 Community Policing Advisory Committee agenda be accepted as presented.

**CARRIED**

**4. ACCEPTANCE OF MINUTES**

**Moved By** Robert Zensner  
**Seconded By** Mayor Strathdee

**THAT** the January 18, 2023 Community Policing Advisory Committee meeting minutes be approved by the Committee and signed by the Chair and the Secretary.

**CARRIED**

## **5. REPORTS**

### **5.1 Crime Stoppers Report**

Chief Skinner reviewed the Crime Stoppers report.

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

**THAT** the January 2023 Crime Stoppers report be received.

**CARRIED**

### **5.2 Police Monthly Statistics**

Deputy Chief Foster presented the police monthly statistics.

In response to an inquiry about the number of 'no validated sticker' listed for January, Deputy Chief Foster stated that is likely related to the implementation of the new Provincial sticker program.

In response to an inquiry about the increased number of charges laid and calls for service appeared higher in December, Constable Mounfield stated that the Service received a request from the Town of St. Marys for increased traffic patrols in targeted areas at that time.

**Moved By** Robert Zensner  
**Seconded By** Councillor Luna

**THAT** the January 2023 Police Monthly Statistics report be received.

**CARRIED**

### **5.3 Stratford Police Service Board Liaison Report - Coun. Edney**

Councillor Edney was unable to attend the January PSB meeting but will have a full report for the March committee meeting.

## **6. OTHER BUSINESS**

### **6.1 Pedestrian Crossing on Water Street South Update - Councillor Luna**

Councillor Luna presented her request to the Service for increased patrol in the area of the Quarry during the summer.

Constable Mounfield stated that he has reviewed the speed statistics provided by the Town which has not identified significant areas of concern. He further advised that the Service has recently completed targeted enforcement, and patrols this area frequently.

Jed Kelly, Director of Public Works, provided an update on the progress of the installation of the pedestrian crossing equipment and expects to have everything in place prior to summer.

The Town will roll out social media guidance related to how to use the crossing as a pedestrian and as a motorist.

## **6.2 ADMIN 09-2023 Overview of the Stratford Police Services Contract**

Brent Kittmer presented ADMIN 09-2023 report.

Mayor Strathdee identified the ongoing benefit to the community with the relationship between the Service and The City of Stratford's Social Services department that did not exist with the previous policing service provider.

Chair Hibbert inquired about the opportunity for a presentation from Victim Witness Services program in the future.

**Moved By** Councillor Edney

**Seconded By** Tony Winter

**THAT** ADMIN 09-2023 Overview of the Stratford Police Services Contract be received for information.

**CARRIED**

## **7. UPCOMING MEETINGS**

March 15, 2023 - 9:00 am, Municipal Operations Centre

## **8. ADJOURNMENT**

**Moved By** Mayor Strathdee

**Seconded By** Robert Zensner

**THAT** this Community Policing Advisory Committee meeting be adjourned at 9:51 am.

**CARRIED**

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Jacqueline Hibbert, Chair

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Jenna McCartney, Clerk



## MINUTES

### Heritage and Culture Advisory Committee

March 8, 2023

6:00 pm

Municipal Operations Centre

408 James Street South, St. Marys

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

Members Present	Mayor Strathdee Councillor Lucas Julian Francoeur Stephen Habermehl Andrea Macko Trevor Schram Sherri Winter-Gropp
Staff Present	Amy Cubberley, Cultural Services Manager Jason Silcox, Building Inspector
Members Absent	Karen Ballard

#### 1. CALL TO ORDER

Chair Habermehl called the meeting to order at 6:00pm

#### 2. AMENDMENTS AND APPROVAL OF AGENDA

**Moved By** Sherri Gropp

**Seconded By** Julian Francoeur

**THAT** the March 8, 2023 Heritage and Culture Advisory Committee agenda be accepted as presented.

**CARRIED**

**3. DECLARATION OF PECUNIARY INTEREST**

None declared.

**4. DELEGATIONS**

None present.

**5. CORRESPONDENCE**

None received.

**6. ACCEPTANCE OF MINUTES**

**Moved By** Clive Slade

**Seconded By** Trevor Schram

**THAT** the February 8, 2023 Heritage and Culture Advisory Committee minutes be approved by the Committee and signed by the Chair and the staff liaison.

**7. BUSINESS ARISING FROM MINUTES**

None.

**8. REGULAR BUSINESS**

**8.1 Heritage Business**

**8.1.1 Heritage Permits**

**8.1.1.1 DEV 12-2023 14 Church Street North Heritage Permit**

Jason Silcox spoke to DEV 12-2023 and responded to questions.

**Moved By** Councillor Lucas

**Seconded By** Andrea Macko

**THAT** DEV 12-2023 14 Church St North (Mercury Theater) report be received; and

**THAT** The Heritage Committee supports the application for a Heritage Permit for the rebuilding of the north wall.

**CARRIED**

**8.1.1.2 DEV 14-2023 51 Church Street South Heritage Permit**

Jason Silcox spoke to DEV 14-2023 and responded to questions.

**Moved By** Clive Slade

**Seconded By** Julian Francoeur

**THAT** DEV 14-2023 51 Church St S heritage permit be received; and

**THAT** ...the Heritage and Culture Advisory Committee support the heritage permit.

**CARRIED**

#### **8.1.1.3**

#### **DEV 13-2023 189 Elizabeth Street Heritage Permit**

Jason Silcox spoke to DEV 13-2023 and responded to questions. An updated drawing with a 38" door was shared with the Committee.

**Moved By** Julian Francoeur

**Seconded By** Clive Slade

**THAT** DEV 13-2023 189 Elizabeth St heritage permit be received; and

**THAT** ...the Heritage and Culture Advisory Committee support the heritage permit as amended by the drawing presented with a 38" door.

**CARRIED**

### **8.1.2 Sign Permits**

#### **8.1.2.1**

#### **DEV 15-2023 114 Queen Street East Sign Permit**

Jason Silcox spoke to DEV 15-2023 and responded to questions.

**Moved By** Sherri Gropp

**Seconded By** Al Strathdee

**THAT** DEV 15-2023 114 Queen St E sign permit be received; and

**THAT** ...the Heritage and Culture Advisory Committee support the facade sign permit.

**CARRIED**

**8.1.2.2 DEV 15-2023 12-20 Water Street South Sign Permit**

Jason Silcox spoke to DEV 16-2023 and responded to questions.

**Moved By** Councillor Lucas

**Seconded By** Julian Francoeur

**THAT** DEV 16-2023 12-20 Water St S sign permit be received; and

**THAT** ...the Heritage and Culture Advisory Committee support the window and facade sign permit.

**CARRIED**

**8.1.3 Heritage Grant Applications**

Amy Cubberley spoke to DEC 13-2023 and responded to questions.

It was determined by Committee members that asphalt and fiberglass shingles are the same product and therefore the Heritage and Culture Advisory Committee could not support this heritage grant application.

**Moved By** Trevor Schram

**Seconded By** Al Strathdee

**THAT** DCS 13-2023 Heritage Grant, 51 Church Street South report be received; and

**THAT** the Heritage and Culture Advisory Committee does not recommend approval of a Heritage Grant for the application, as submitted, for 51 Church Street South; and

**THAT** staff update the Heritage Grant application form to list fiberglass as an unsupported roofing material to prevent future confusion for grant applicants.

**CARRIED**

**8.1.4 Properties of Interest or At Risk**

None identified.



### **8.1.5 Homeowner / Property Owner Letters**

None identified. All letter templates have been shared with Trevor Schram.

### **8.1.6 Municipal Register of Non-Designated Heritage Properties**

Amy Cubberley spoke to DCS 10-2023 and responded to questions.

The consensus of the Committee was to hold off on removing any properties from the Municipal Register of Non-Designated Properties until late 2024, or until they learn more about Bill 23. They will consider a property owner communication campaign at this time.

**Moved By** Councillor Lucas

**Seconded By** Sherri Gropp

**THAT** DCS-10 2023 be received; and

**THAT** the Heritage and Culture Advisory Committee members submit their top ten properties that they deem a priority for designation to the Cultural Services Manager by Monday, April 3, 2023.

**CARRIED**

### **8.2 Museum Business**

Amy Cubberley spoke to DCS 11-2023.

**Moved By** Andrea Macko

**Seconded By** Al Strathdee

**THAT** DCS 11-2023 March Monthly Report (Museum and Archives) be received for information.

**CARRIED**

### **8.3 Public Art Business**

No updates.

## **9. COUNCIL REPORT**

Councillor Lucas provided the Committee with an update on 14 Church Street North (Mercury Theatre).

## **10. OTHER BUSINESS**

None.

**11. UPCOMING MEETINGS**

Wednesday, April 12, 2023 at 6:00pm.

**12. ADJOURNMENT**

**Moved By** Councillor Lucas

**Seconded By** Julian Francoeur

**THAT** the March 8, 2023 Heritage and Culture Advisory Committee meeting be adjourned at 7:26 pm.

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Chair

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Committee Secretary



## **Minutes**

### **Recreation & Leisure Advisory Committee**

February 22, 2023

5:30 pm

Municipal Operations Centre

408 James Street South, St. Marys

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

Member Present      Councillor Pridham, Jeremy Brock, Scott Crawford, Pam Zabel,  
John Stevens, Rick Lyons

Staff Present        Stephanie Ische, Staff Liaison, Vanessa Bisschop, Darcy  
Drummond, Doug Lapointe, Jenny Mikita, Andrea Slade

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

Meeting was called to order at 5:46pm by Stephanie Ische.

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

None received.

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

**Moved By** Councillor Pridham

**Seconded By** Rick Lyons

THAT the February 22, 2023 Recreation and Leisure Advisory Committee agenda be accepted as presented.

**Carried**

#### **4. RECREATION COMMITTEE ORIENTATION**

##### **4.1 Introductions-Round Table**

Committee members introduced themselves and gave a brief overview of their interests in this committee. Pyramid Recreation Centre staff introduced themselves and gave a brief overview of their roles and responsibilities.

#### **4.2 Community Services Overview**

Stephanie Ische gave an overview of the Community Services Department through Powerpoint provided to all attendees.

### **5. OTHER BUSINESS**

#### **5.1 Appointment of Chair and Vice Chair**

**Moved By** Rick Lyons

**Seconded By** John Stevens

#### **RECOMMENDATION**

THAT Scott Crawford be appointed Chair of the Recreation and Leisure Advisory Committee effective February 22,2023 to December 31, 2023.

**Carried**

**Moved By** John Stevens

**Seconded By** Jeremy Brock

#### **RECOMMENDATION**

THAT Rick Lyons be appointed Vice-Chair of the Recreation and Leisure Advisory Committee effective February 22,2023 to December 31, 2023.

**Carried**

### **6. UPCOMING MEETINGS**

Wednesday, March 22, 2023 at 5:30pm.

### **7. ADJOURNMENT**

**Moved By** Jeremy Brock

**Seconded By** Councillor Pridham

THAT this Recreation and Leisure Advisory Committee adjourn at 6:22pm.

**Carried**

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Chair

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Committee Secretary

**BY-LAW 113-2022**

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

**Being a By-law to authorise a Franchise Agreement between the Corporation of the Town of St. Marys and Enbridge Gas Inc.**

**WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

**AND WHEREAS:** the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

**THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:

1. **THAT** the Franchise Agreement between the Corporation of the Town of St. Marys and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and Clerk be hereby authorized and instructed on behalf of the Corporation of the Town of St. Marys to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. **THAT** the following by-law be hereby repealed:
  - By-law No. 58-2002 for the Corporation of the Town of St. Marys, passed in Council on the 10<sup>th</sup> day of September, 2003.

4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 13<sup>th</sup> day of December 2022.

Read a second time this 13<sup>th</sup> day of December 2022.

Read a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Al Stratthdee

\_\_\_\_\_  
Jenna McCartney, Clerk

**BY-LAW 23-2023**

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

**Being a bylaw to establish a Heritage Grant Program for designated heritage properties located within the Town of St. Marys.**

**WHEREAS:** The Council of the Corporation of the Town of St. Marys is authorized pursuant to subsection 11(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 ("*Municipal Act, 2001*"), to pass by-laws within the following sphere of jurisdiction: Culture, parks, recreation and heritage;

**AND WHEREAS:** The Council of the Corporation of the Town of St. Marys is authorized, pursuant to subsection 39(1) and section 45 of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 ("Act") to pass by-laws providing for the making of a grant or loan to the owner of property designated under Part IV of the Act or located in a Heritage Conservation District designated under Part V of the Act for the purpose of paying for the whole or any part of the cost of alteration of such property on such terms and conditions as Council may prescribe;

**AND WHEREAS:** The Council of the Corporation of the Town of St. Marys is authorized pursuant to sections 9, 10, 11 and 23.1 of the *Municipal Act, 2001* to delegate its authorities to a person or body;

**AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it advisable and in the public interest to create a Heritage Grant Program on the terms set out in this by-law whereby landowners may obtain grants to assist with offsetting the costs associated with the care and maintenance of properties located within the Town of St. Marys and designated under Part IV of the Act and/or found in Heritage Conservation Districts designated under Part V of the Act;

**NOW THEREFORE:** The Corporation of the Town of St. Marys enacts as follows:

**1.0. SHORT TITLE**

1.1. This By-law may be referred to as the "Heritage Grant By-law".

**2.0. DEFINITIONS**

2.1. For the purposes of this By-law:

"Act" shall mean the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended;

"Alter" means to change in any manner and includes to restore, renovate, repair or disturb and "alteration" and "altering" have corresponding meanings;

"CBO" shall mean the Town's Chief Building Official;

"Council" shall mean the elected Council of the Town of St. Marys;

"Designated Heritage Property" shall mean real property, including all land, buildings or structures located within the Town of St. Marys that have been designated by municipal by-law pursuant to Parts IV and/or V of the Act;

"Heritage Attributes" shall mean the principal features, characteristics, context and appearance that contribute to the cultural heritage significance of a property or heritage conservation district and if there are specific attributes listed in a designation by-law for a property or area, those attributes shall also be considered Heritage Attributes;

"Heritage and Culture Advisory Committee" means the Town's committee responsible for advising Council on heritage matters.

"Heritage Grant" means a grant given to an Owner pursuant to the Heritage Property Grant Program established by this By-law;

"Owner" means the person registered on title in the proper land registry office as owner; and;

whenever the singular or neutral is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be and all definitions may also include the plural form where applicable.

### **3.0. HERITAGE PROPERTY GRANT PROGRAM**

- 3.1. The Council hereby establishes a Heritage Property Grant Program.
- 3.2. The Heritage Property Grant Program shall continue at the discretion of Council and may be terminated at any time, without prior notice by the passage of a duly enacted by-law by Council.
- 3.3. If a Heritage Grant has been approved pursuant to the terms of this by-law, but not paid out on the day the Heritage Property Grant Program is terminated, the grant amount shall still be provided in accordance with this by-law.

### **4.0. GRANT PROGRAM APPROVAL PROCESS**

- 4.1. An Owner or their agent if such agent is authorized in writing by the Owner to act as agent for making the application seeking to obtain a Heritage Grant shall submit an application in writing to the CBO and shall supply any information required by the CBO or his designate.
- 4.2. All complete applications for Heritage Grants accepted by the CBO shall be forwarded to the Heritage and Culture Advisory Committee for review.
- 4.3. The Heritage and Culture Advisory Committee shall review the application and provide a recommendation to the CBO recommending for or against the application.
- 4.4. After receiving the report from the Heritage and Culture Advisory Committee, the CBO shall determine whether the grant should be awarded and the CBO's decision shall be final.
- 4.5. A Heritage Grant awarded pursuant to this by-law may be subject to such terms and conditions as the CBO considers appropriate.
- 4.6. The CBO shall provide notice of his/her decision in writing to the Owner.

### **5.0. GRANT APPROVAL CRITERIA**

- 5.1. For a property to be eligible for a Heritage Grant, the property must be a Designated Heritage Property.
- 5.2. Only a Designated Heritage Property for which all municipal taxes and other charges, if any, levied against the property for which the Heritage Grant is sought are paid in full to date and in good standing is eligible to receive a Heritage Grant.
- 5.3. Where a Designated Heritage Property contains non-heritage additions, or elements, or the proposed work involves new additions, only the Heritage Attributes of the property and/or structural elements will be subject to the grant funding.
- 5.4. For the proposed work to be eligible for a Heritage Grant it must be Eligible Conservation Work, which means one or more of the following:
  - a) preservation of existing architectural elements which are significant to the cultural heritage value of the Designated Heritage Property, such as doors, windows, bargeboard, siding, original roofing, and heritage attributes that may be described in the designation by-law;
  - b) reconstruction of architectural elements which still exist but are beyond repair (the proposed repaired elements are required to be in the same shape, form and material as the original architectural element);
  - c) restoration of architectural elements of the Designated Heritage Property which no longer exist, but for which there exist documentation



of the original architectural elements for the property from which those elements can be reproduced in the same shape, form and material as the original architectural element;

- d) any conservation work that accurately reveals, recovers, replicates or represents the state of a heritage property at a particular period in its history, while still protecting the cultural heritage value of the property;
- e) any work required to improve the structural soundness of a Designated Heritage Property;
- f) the repair or replacement of any of the Designated Heritage Property's structural members;
- g) the replacement or reconstruction of the Designated Heritage Property's sill, beams and supporting structural members;
- h) the repair, reconstruction or rehabilitation of the Designated Heritage Property's foundation, columns and footings for the sole purpose of supporting and conserving the foundation;
- i) work intended to mitigate insect infestations, such as carpenter ants or termites, that have caused, or may cause damage to the property's wooden structural members;
- j) the repair or replacement of a chimney based upon archival evidence for the original feature;
- k) restoration of the original wood, shingle or slate roofing material based upon documentation of the original materials; and
- l) any conservation work, which directly and appropriately preserves, restores or enhances specific Heritage Attributes and does not detract from or diminish the cultural heritage value of the property or district.

5.5. Eligible Conservation Work shall only apply to the exterior elements of a Designated Heritage Property unless a designation by-law specifically lists interior elements of a property as being significant to the cultural heritage value of the property or if the alterations apply to structural elements.

## **6.0. GRANT AMOUNT AND PAYMENT**

- 6.1. The minimum amount allowable for a Heritage Grant shall not be less than Five Hundred Dollars (\$500.00).
- 6.2. Each Heritage Grant may be awarded in the amount of up to half of the cost of the Eligible Conservation Work.
- 6.3. The maximum amount allowable for a Heritage Grant for any Eligible Conservation Work related to surface refinishing and painting shall not exceed a maximum of Two Thousand Five Hundred Dollars (\$2,500.00).
- 6.4. The maximum amount allowable for a Heritage Grant for any other Eligible Conservation Work shall not exceed a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00).
- 6.5. The maximum amount allowable for surface refinishing and painting may be combined with the maximum allowable for any other Eligible Conservation Work which shall not exceed a combined maximum of Ten Thousand Dollars (\$10,000.00).
- 6.6. The Heritage Grant amount provided under the Heritage Property Grant Program must be matched by an equal contribution to the Eligible Conservation Work paid by the Owner. If the Owner's contribution is less than the amount of the Heritage Grant, then the Heritage Grant paid out to the Owner shall be reduced to match the Owner's contribution.

- 6.7. The amount determined by the CBO to be given as the Heritage Grant is discretionary and will be provided to the Owner of the Designated Heritage Property approved for the Heritage Grant after all of the work under the approved application has been completed to the satisfaction of the CBO and all of the necessary documentation, as requested by the CBO, has been supplied.
- 6.8. The availability and amount of Heritage Grants are subject to the availability of funding for the Heritage Property Grant Program. Grants are issued on a first come, first served basis after Council has approved the annual budget. Not all Heritage Grant applications that meet the eligibility requirements in this By-law will be successful.
- 6.9. An Owner is required to supply the CBO or his designate with all invoices for the Eligible Conservation Work described in the approved application by such date as prescribed by the CBO. Only the work carried out in the calendar year in which the Heritage Grant was awarded will be eligible for consideration and payment.
- 6.10. The total maximum funds awarded from multiple grant programs to one project by the Town of St. Marys shall not exceed 50% of total eligible project costs paid by the grant recipient.

## **7.0. DELEGATION**

- 7.1. Council delegates to the CBO all of the powers required to administer the Heritage Property Grant Program in accordance with the terms of this By-law, including all acts necessary to carry out the authority vested in the CBO under this By-law.
- 7.2. Notwithstanding any authority delegated to the CBO under this By-law, Council may, after notifying the CBO, exercise any authority that it delegated to the CBO under this By-law.
- 7.3. A decision by Council to exercise any authority delegated to the CBO under this By-law may be exercised with respect to the general administration of this By-law or with respect to a particular application made under this By-law.

## **8.0. GENERAL**

- 8.1. There shall be no applications permitted with respect to a Designated Heritage Property for which a Heritage Grant has already been awarded for the property in the same calendar year.
- 8.2. For an Owner to be eligible for a Heritage Grant:
  - a) the Owner shall permit the CBO or designate to enter onto or in the Designated Heritage Property to carry out an inspection as required to verify that any and all terms and conditions of the Heritage Grant(s) have been complied with;
  - b) the Owner shall permit the CBO or designate to take photographs of the property to document its condition before, during and after the Eligible Conservation Work; and
  - c) the Owner shall not commence any Eligible Conservation Work until an initial inspection of the Designated Heritage Property has been carried out by the CBO or his designate and the Owner has obtained written approval from the CBO or his designate to proceed.

## **9.0. VALIDITY**

- 9.1. If a court of competent jurisdiction declares any provision, or any part of a provision, of the By-law to be invalid, or to be of no force and effect, it is the intention of the Council in enacting this By-law, that each and every other provision of this By-law authorized by law, be applied and enforced in accordance with its terms to the extent possible according to law.

## **10.0. REPEAL**

- 10.1. By-law 53-2009 is hereby repealed in its entirety.
- 10.2. By-law 27-2017 is hereby repealed in its entirety.

**Read a first, second and third time and finally passed this 14<sup>th</sup> day of March 2023.**

\_\_\_\_\_  
Mayor Al Strathdee

\_\_\_\_\_  
Jenna McCartney, Clerk

**BY-LAW 24-2023**

**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 His Majesty the King in right of Ontario by way of Ministry of Solicitor General.**

**WHEREAS:** Through the Ministry of the Solicitor General's program Court Security and Prisoner Transportation, The Corporation of the Town of St. Marys is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and / or the costs of transporting prisoners and custodial minors between correctional institutions, custodial facilities and court locations for the purposes of court attendance;

**AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into a Transfer Payment Agreement with His Majesty the King in right of Ontario by way of the Ministry of the Solicitor General;

**NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

- 1.** That the Mayor and the Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and His Majesty the King in right of Ontario by way of the Ministry of the Solicitor General.
- 2.** That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
- 3.** This by-law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 14<sup>th</sup> day of March 2023.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 25-2023**

**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 His Majesty the King in right of Ontario, represented by the Minister of Transportation for the Province of Ontario and to authorize the Mayor and Clerk to execute the Agreement.**

- WHEREAS:** The Minister of Transportation has agreed to provide The Corporation of the Town of St. Marys funding under the Safe Restart Agreement initially implemented in September 2020 under Phase 1;
- AND WHEREAS:** The Minister of Transportation has rolled out Phase 4 funding under the Safe Restart Agreement;
- AND WHEREAS:** A condition of the funding is that The Corporation of the Town of St. Marys must enter into an agreement with the Province of Ontario for the purpose of clarifying and delineating the respective rights and obligations for the delivery of the funding;
- NOW 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 His Majesty the King in right of Ontario, represented by the Minister of Transportation for the Province of Ontario.
  - 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 14<sup>th</sup> day of March 2023.**

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Mayor Al Stratheedee

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Jenna McCartney, Clerk

**BY-LAW 26-2023**

**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 His Majesty the King in the right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario and related to funding provided under the 2022/2023 Dedicated Gas Tax Funds for Public Transportation program.

- WHEREAS:** The Province of Ontario provides funding on an annual basis through the Dedicated Gas Tax Funds for Public Transportation Program;
- AND WHEREAS:** The Corporation of the Town of St. Marys provides a public transportation service through St. Marys and Area Mobility Services that includes services to, and receives financial contributions from, the Township of Perth South, the Municipality of Thames Centre, and the Township of Zorra;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with the Province of Ontario;
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. That the Mayor and the Clerk are hereby authorized to execute the Letter of Agreement on behalf of the Town of St. Marys between the Corporation of the Town of St. Marys and His Majesty the King in the right of the Province of Ontario related to funding provided under the Dedicated Gas Tax Funds for Public Transportation Program.
  2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
  3. This By-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 14<sup>th</sup> day of March 2023.

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 27-2023**

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

**Being a By-law to adopt the 2023 Budget and Tax Levy**

- WHEREAS:** Subsection 290 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that for each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including, (a) amounts sufficient to pay all debts of the municipality falling due within the year; (b) amounts required to be raised for sinking funds or retirement funds; and (c) amounts required for any board, commission or other body.
- AND WHEREAS:** The Council of the Town of St. Marys has prepared an annual budget for the year 2023
- AND WHEREAS:** The Council of the Town of St. Marys held a 2022 budget public meeting on February 28, 2023
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. THAT The Corporation of the Town of St. Marys adopt the sum of \$26,828,198 as detailed in Column 2 of Schedule "A" attached hereto and which forms part hereof as the gross estimate of the funds required during the year 2023 for The Corporation of the Town of St. Marys operating and capital budget.
  2. THAT The Corporation of the Town of St. Marys adopt the capital budget estimates for the year 2023 as presented in Schedule "B".
  3. THAT having duly adopted the gross estimate set out in Schedule "A" and having deducted there from the estimated revenues other than property taxes for the year 2023 the amount of \$12,761,275 as detailed in Column 1 of Schedule "A", Town Council hereby adopts the sum of \$14,066,923 as its estimate of the Property Tax Levy required during the year of 2023 for the Corporation, including the sums required by law to be provided by Town Council for all local boards of the Corporation, excluding school boards.
  4. This By-Law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 14<sup>th</sup> day of March 2023.

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Mayor Al Strathee

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Jenna McCartney, Clerk



**The Corporation of the Town of St. Marys**  
**Schedule A to By-law 27-2023**  
**A By-law to Adopt the 2023 Budget and Tax Levy**

	<b>2023 Budget Revenue</b>	<b>2023 Budget Expense</b>	<b>Net</b>
<b>TAX LEVY FUNDED</b>			
<b>ADMINISTRATION</b>			
CORPORATE ADMINISTRATION	(72,517)	692,426	619,909
COUNCIL	-	155,591	155,591
ANIMAL CONTROL	(7,000)	10,900	3,900
POLICE	(36,500)	1,243,460	1,206,960
<b>TOTAL ADMINISTRATION</b>	<b>(116,017)</b>	<b>2,102,377</b>	<b>1,986,360</b>
<b>COMMUNITY SERVICES</b>			
RECREATION	(582,750)	1,013,021	430,271
AQUATICS	(446,500)	556,310	109,810
FACILITIES	(35,500)	689,284	653,784
ADMINISTRATION	(118,000)	409,372	291,372
CHILDCARE	(1,857,560)	2,042,237	184,677
SENIOR SERVICES	(703,039)	749,718	46,679
CULTURAL SERVICES	(49,810)	205,013	155,203
<b>TOTAL COMMUNITY SERVICES</b>	<b>(3,793,159)</b>	<b>5,664,955</b>	<b>1,871,797</b>
<b>CORPORATE SERVICES</b>			
TAXATION	(321,125)	124,200	(196,925)
EXTERNAL TRANSFERS	(181,000)	1,962,532	1,781,532
TREASURY	(1,344,378)	4,291,796	2,947,418
INFORMATION TECHNOLOGY	(115,850)	678,072	562,222
COMMUNICATION, HERITAGE, ECONOMIC	(81,683)	535,312	453,629
<b>TOTAL CORPORATE SERVICES</b>	<b>(2,044,036)</b>	<b>7,591,912</b>	<b>5,547,876</b>
<b>FIRE</b>			
FIRE OPERATIONS	(216,251)	834,536	618,285
<b>TOTAL FIRE</b>	<b>(216,251)</b>	<b>834,536</b>	<b>618,285</b>
<b>HR &amp; BENEFIT ADMIN</b>			
HR & ADMIN	-	360,214	360,214
<b>TOTAL HR &amp; BENEFIT ADMIN</b>	<b>-</b>	<b>360,214</b>	<b>360,214</b>
<b>LIBRARY &amp; ADULT LEARNING</b>			
ADULT LEARNING	(142,641)	142,641	-
LIBRARY	(101,232)	658,192	556,961
<b>TOTAL LIBRARY &amp; ADULT LEARNING</b>	<b>(243,873)</b>	<b>800,833</b>	<b>556,961</b>
<b>PUBLIC WORKS</b>			
PUBLIC WORKS OPERATIONS	(166,960)	2,114,924	1,947,964
PARKS	(4,600)	257,749	253,149
FLEET	(526,781)	526,781	-
<b>TOTAL PUBLIC WORKS</b>	<b>(698,341)</b>	<b>2,899,454</b>	<b>2,201,113</b>
<b>DEVELOPMENT</b>			
BUILDING & PROPERTY STANDARDS	(364,489)	609,732	245,243
FACILITIES	(38,110)	717,184	679,074

**The Corporation of the Town of St. Marys**  
**Schedule A to By-law 27-2023**  
**A By-law to Adopt the 2023 Budget and Tax Levy**

	<b>2023 Budget Revenue</b>	<b>2023 Budget Expense</b>	<b>Net</b>
<b>TOTAL DEVELOPMENT</b>	<b>(402,599)</b>	<b>1,326,916</b>	<b>924,317</b>
<b>SELF FUNDED</b>			
<b>LANDFILL</b>			
WASTE COLLECTION	(445,997)	244,959	(201,038)
LANDFILL SITE OPERATIONS	(557,406)	485,634	(71,772)
LEAF & YARD WASTE	-	52,877	52,877
RECYCLING	-	219,933	219,933
<b>TOTAL LANDFILL</b>	<b>(1,003,403)</b>	<b>1,003,403</b>	<b>-</b>
<b>WASTEWATER</b>			
WASTEWATER TREATMENT	(2,221,695)	1,986,717	(234,978)
WASTEWATER COLLECTION	-	234,978	234,978
<b>TOTAL WASTEWATER</b>	<b>(2,221,695)</b>	<b>2,221,695</b>	<b>-</b>
<b>WATER</b>			
WATERMAINS & SERVICES	-	230,306	230,306
WATER-STORAGE/SUPPLY (TOWER)	-	6,888	6,888
HYDRANT MAINT & INSPECTION	-	7,198	7,198
WATER WELLS & ADMIN	(2,021,902)	1,752,785	(269,117)
WATER PROTECTION	-	24,725	24,725
<b>TOTAL WATER</b>	<b>(2,021,902)</b>	<b>2,021,902</b>	<b>-</b>
<b>TOTAL - NET TAX LEVY REQUIRED</b>	<b>(12,761,275)</b>	<b>26,828,198</b>	<b>14,066,923</b>

**The Corporation of the Town of St. Marys**  
**Schedule B to By-law 27-2023**  
**A By-law to Adopt the 2023 Budget and Tax Levy**

**2023 Capital Budget Summary**

	<b>Project</b>	<b>Department</b>	<b>2023 Budget</b>
<b>1</b>	Electronic Documents and Records Management System	Administration	<b>\$90,000</b>
<b>2</b>	Corporate Strategic Plan Update	Administration	<b>\$75,000</b>
<b>3</b>	Automated License Plate Reading System for Cruisers	Administration	<b>\$40,000</b>
<b>4</b>	Police Cruiser Replacement	Administration	<b>\$80,000</b>
<b>5</b>	General IT Equipment Replacement	Corporate Services	<b>\$15,000</b>
<b>6</b>	Cemetery Roof Restoration	Facilities	<b>\$20,000</b>
<b>7</b>	Museum Pine Floor Refinishing	Facilities	<b>\$10,000</b>
<b>8</b>	Mercury Theatre Interior Demolition	Facilities	<b>\$468,070</b>
<b>9</b>	Via Interior and Exterior Painting	Facilities	<b>\$40,000</b>
<b>10</b>	Energy efficiency upgrades	Facilities	<b>\$30,000</b>
<b>11</b>	Town Hall Elevator Upgrade	Facilities	<b>\$117,000</b>
<b>12</b>	Fire Hall Emergency Siren	Facilities	<b>\$56,500</b>
<b>13</b>	MOC Painting of Administration Side	Facilities	<b>\$25,000</b>
<b>14</b>	MOC Carpet Replacement	Facilities	<b>\$43,000</b>
<b>15</b>	Lind Sportsplex Ice Surface Wall Painting	Facilities	<b>\$22,000</b>
<b>16</b>	Library Office Changes	Facilities	<b>\$25,000</b>
<b>17</b>	Lind Furnace Replacement	Facilities	<b>\$29,000</b>
<b>18</b>	Town Hall Slate Roof Replacement	Facilities	<b>\$600,000</b>
<b>19</b>	Video Camera Installation Kin & Cadzow Pavilion	Facilities	<b>\$10,000</b>
<b>20</b>	Town Building Artistic Lighting	Facilities	<b>\$60,000</b>
<b>21</b>	Lind Sportsplex Roof Refurbish	Facilities	<b>\$35,000</b>
<b>22</b>	MOC Roof Restoration	Facilities	<b>\$154,000</b>
<b>23</b>	Well Inspection and Maintenance Plan	Public Works	<b>\$25,000</b>
<b>24</b>	Water Valve Maintenance Program	Public Works	<b>\$15,000</b>
<b>25</b>	Carling Street Watermain Improvements	Public Works	<b>\$150,000</b>
<b>26</b>	Well #1 Storage Building Improvements	Public Works	<b>\$200,000</b>
<b>27</b>	Chlorine Regulator Replacement	Public Works	<b>\$25,000</b>
<b>28</b>	Rotometer Replacement	Public Works	<b>\$15,000</b>
<b>29</b>	SCADA Programming - Water Tower	Public Works	<b>\$50,000</b>
<b>30</b>	Well #3 Roof Replacement	Public Works	<b>\$15,000</b>
<b>31</b>	Cured Place Pipe - Sewer Rehabilitations	Public Works	<b>\$525,000</b>
<b>32</b>	CCTV Inspection Program & General Capital	Public Works	<b>\$40,000</b>
<b>33</b>	Aeration Piping Replacement	Public Works	<b>\$480,000</b>
<b>34</b>	WPCP Valve Replacement	Public Works	<b>\$135,000</b>
<b>35</b>	RAS Pump Replacement	Public Works	<b>\$30,000</b>
<b>36</b>	Polymer Feed System Replacement	Public Works	<b>\$10,000</b>
<b>37</b>	Clarifier Weir Replacement	Public Works	<b>\$20,000</b>
<b>38</b>	Clarifier Painting	Public Works	<b>\$30,000</b>

**The Corporation of the Town of St. Marys**  
**Schedule B to By-law 27-2023**  
**A By-law to Adopt the 2023 Budget and Tax Levy**

**2023 Capital Budget Summary**

	<b>Project</b>	<b>Department</b>	<b>2023 Budget</b>
<b>39</b>	Emily St. SPS Pump Rebuild	Public Works	<b>\$30,000</b>
<b>40</b>	Sewage Pump Station Rehabilitations	Public Works	<b>\$525,000</b>
<b>41</b>	Solid Waste Management Facility Design & Approvals	Public Works	<b>\$295,000</b>
<b>42</b>	Landfill Earthworks	Public Works	<b>\$20,000</b>
<b>43</b>	Rapid Deployment Craft	Fire	<b>\$9,625</b>
<b>44</b>	Auto Extrication Equipment	Fire	<b>\$62,200</b>
<b>45</b>	Childcare Upgrades - Furniture & Washer/Dryer	Community Services	<b>\$15,000</b>
<b>46</b>	MAU -1 HVAC Unit Replacement - Friendship Centre	Community Services	<b>\$125,000</b>
<b>47</b>	MAU -2 HVAC Unit Replacement - Kitchen HVAC & Exhaust	Community Services	<b>\$150,000</b>
<b>48</b>	Outdoor Courts North Fence Repairs	Community Services	<b>\$10,000</b>
<b>49</b>	RTAC3 HVAC Unit Replacement - Lobby	Community Services	<b>\$90,000</b>
<b>50</b>	Aquatics Centre Lower Roof - Change Rooms	Community Services	<b>\$630,000</b>
<b>51</b>	Replacement of Kitchen Grease & Gray Water System	Community Services	<b>\$25,000</b>
<b>52</b>	Skatepark Upgrades	Community Services	<b>\$400,000</b>
<b>53</b>	Street Protection Replacement	Community Services	<b>\$35,000</b>
<b>54</b>	L10 Pickup Truck	Public Works	<b>\$35,000</b>
<b>55</b>	T10 1 Tonne Truck	Public Works	<b>\$140,000</b>
<b>56</b>	T40 Tandem Axle Plow Truck	Public Works	<b>\$430,000</b>
<b>57</b>	L60 Trailer	Public Works	<b>\$10,000</b>
<b>58</b>	Lind Sportsplex Parking Lot Expansion	Public Works	<b>\$32,000</b>
<b>59</b>	Asphalt Resurfacing	Public Works	<b>\$234,000</b>
<b>60</b>	Annual Stormwater Management Improvements	Public Works	<b>\$25,000</b>
<b>61</b>	Automated Pedestrian Crossings - Water St/James St.	Public Works	<b>\$55,000</b>
<b>62</b>	Bridge Parapet Sealing	Public Works	<b>\$15,000</b>
<b>63</b>	James St. N Retaining Wall	Public Works	<b>\$10,000</b>
<b>64</b>	Tree Inventory	Public Works	<b>\$24,000</b>
<b>65</b>	Concrete Recycling	Public Works	<b>\$130,000</b>
<b>66</b>	Engineering - Wellington St. S and Victoria St.	Public Works	<b>\$55,000</b>
<b>67</b>	Town Hall First Floor Renovation	Facilities	<b>\$1,012,850</b>
<b>68</b>	Water Pollution Control Plant Municipal Class EA	Public Works	<b>\$300,000</b>
<b>69</b>	J60 Backhoe	Public Works	<b>\$190,000</b>
<b>2023 CAPITAL PROJECTS - TOTAL</b>			<b>\$8,929,245</b>
<b>2022 Carryforward Projects</b>			
	Flats Project	Corporate Services	<b>\$387,500</b>
	ERP System Upgrades	Corporate Services	<b>\$325,000</b>
	WayFinding	Corporate Services	<b>\$315,300</b>
	Asset Management Plan Update	Corporate Services	<b>\$30,000</b>

**The Corporation of the Town of St. Marys**  
**Schedule B to By-law 27-2023**  
**A By-law to Adopt the 2023 Budget and Tax Levy**

**2023 Capital Budget Summary**

	<b>Project</b>	<b>Department</b>	<b>2023 Budget</b>
	Grit Removal & Admin Building	Public Works	<b>\$4,850,000</b>
	Steam Boiler Replacement	Public Works	<b>\$135,000</b>
	Water St. Bridge - Deck Surface and Paint	Public Works	<b>\$30,000</b>
	Downtown Service Location	Administration	<b>\$72,400</b>
	<b>2022 CARRYFORWARD PROJECTS - TOTAL</b>		<b>\$6,145,200</b>

**BY-LAW 28-2023**

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

**Being a By-law to set Tax Ratios for prescribed property classes for municipal purposes for the year 2023.**

**AUTHORITY:** *Municipal Act* 2001, S.O. 2001, c.25, as amended, Section 308

**WHEREAS:** It is necessary for the Council of The Corporation of the Town of St. Marys, pursuant to Section 308 of the *Municipal Act*, 2001, as amended, to establish the tax ratios for the municipality;

**AND WHEREAS:** The tax ratios determine the relative amount of taxation to be borne by each property class;

**AND WHEREAS:** Section 308(6) of the *Municipal Act*, 2001, as amended, requires that the transition ratios be established prior to setting the tax ratio;

**AND WHEREAS:** Section 308(8) of the *Municipal Act*, 2001, as amended, requires that the tax ratio for a property must be within the allowable range prescribed in the regulations for the property class;

**AND WHEREAS:** The property subclasses for which tax rate reductions are to be established are in accordance with the *Assessment Act*;

**AND WHEREAS:** The tax rate reductions reduce the tax rates that would otherwise be levied for municipal purposes;

**NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;

- 1.** For the taxation year 2023 the tax ratio for property in:
  - a. The Residential / Farm property class is 1.000000;
  - b. The Multi-Residential property class is 1.113405;
  - c. The New Multi-Residential property class is 1.100000;
  - d. The Commercial property class is 1.541721;
  - e. The Industrial property class is 2.499700;
  - f. The Large Industrial property class is 2.499700;
  - g. The Landfill property class is 1.581519;
  - h. The Pipelines property class is 1.813811;

- i. The Farmlands property class is 0.250000;
- j. The Managed Forest property class is 0.250000;
- 2. That the tax reduction for;
  - a. The vacant land, vacant units and excess land subclasses in the Commercial property class has been fully phased out;
  - b. The vacant land, vacant units and excess land subclasses in the Industrial property class has been fully phased out;
  - c. The first class of Farmland awaiting development in the Residential / Farm, Multi-Residential, Commercial or Industrial property classes (R1) is 65%;
  - d. The second class of Farmland awaiting development in the Residential / Farm, Multi-Residential, Commercial or Industrial property classes (R2) is 0%.
- 3. For the purposes of this By-law;
  - a. The Commercial property class includes all commercial office property, shopping centre property and parking lot property;
- 4. This By-Law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 14<sup>th</sup> day of March 2023.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 29-2023**

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

**Being a By-law to levy the rates of taxation for the year 2023.**

- WHEREAS:** It is necessary for the Council of The Corporation of the Town of St. Marys, pursuant to the *Municipal Act*, to raise the sum of \$14,066,923 for the 2023 property tax levy as set out in By-law 27-2023.
- AND WHEREAS:** All property assessment rolls on which the 2023 taxes are to be levied have been returned and revised pursuant to the provisions of the *Assessment Act* subject to appeals;
- AND WHEREAS:** The property assessment for each of the defined property classes has been determined on the basis of the aforementioned property assessment rolls;
- AND WHEREAS:** The tax ratios on the aforementioned property for the 2023 taxation year have been set out in By-Law 28-2023 of The Corporation of the Town of St. Marys;
- AND WHEREAS:** The sub-class tax rate reductions on prescribed sub-classes for the 2023 taxation year have been set out in By-law 28-2023 of The Corporation of the Town of St. Marys;
- AND WHEREAS:** The tax rates of the property classes and property sub-classes have been calculated pursuant to the provisions of the *Municipal Act* and the manner set out herein.
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. THAT for the year 2023 the Municipality shall levy upon the Residential / Farm Assessment, upon the Multi-Residential Assessment, upon the new Multi-Residential Assessment, upon the Commercial Assessment, upon the Industrial Assessment, upon the Large Industrial Assessment, upon the Landfill Assessment, upon the Pipeline Assessment, upon the Farmland Assessment, and upon the Managed Forest Assessment the rates of taxation per current value assessment for general purposes set out in Schedule "A" attached hereto and which forms part hereof.
  2. THAT the several sums or rates to be levied and collected shall be payable by the persons liable therefore at the Office of the Municipal Operations Centre of the Town of St. Marys. The realty tax shall be payable in two equal installments after the Interim Levy. The first of such installments on the Final Levy shall be



payable on or before August 31, 2023 and the second installment of the Final Levy shall be payable on or before October 31, 2023.

3. THAT a percentage of 1 ¼% shall be imposed as a penalty on non-payment and shall be added to each tax installment or part thereof remaining unpaid on the first day following the last day for payment of each installment. And therefore an additional charge of 1 ¼% shall be imposed and shall be added to each such tax installment or part thereof remaining unpaid on the first day of each calendar month on which default continues until a new by-law is established.
4. THAT the Treasurer is hereby authorized to mail or cause to be mailed the Notice of Taxes to the address of the residence or place of business of the person to whom such Notice is required to be given.
5. THAT the Treasurer is hereby empowered to accept part payment from time to time on account of any taxes due.
6. This By-Law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 14<sup>th</sup> day of March 2023.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**The Corporation of the Town of St. Marys**  
**Schedule A to By-law Number 29-2023**  
**A By-law to Levy the Rates of Taxation for the Year 2023**

<u>TAX CODE</u>	<u>PROPERTY TAX CLASS</u>	<u>MUNICIPAL</u>	<u>EDUCATION</u>	<u>TOTAL</u>
C/T	COMMERCIAL	0.02018390	0.00880000	0.02898390
X/T	COMMERCIAL NEW CONSTRUCTION	0.02018390	0.00880000	0.02898390
C/U	COMMERCIAL EXCESS LAND	0.02018390	0.00880000	0.02898390
X/U	COMMERCIAL NEW CONSTRUCTION EXCESS LAND	0.02018390	0.00880000	0.02898390
C/X	COMMERCIAL VACANT LAND	0.02018390	0.00880000	0.02898390
F/T	FARMLAND TAXABLE	0.00327295	0.00038250	0.00365545
H/F	LANDFILL	0.02070493	0.00980000	0.03050493
I/H	INDUSTRIAL PIL SHARED	0.03272557	0.01250000	0.04522557
I/T	INDUSTRIAL	0.03272557	0.00880000	0.04152557
I/U	INDUSTRIAL EXCESS LAND	0.03272557	0.00880000	0.04152557
I/X	INDUSTRIAL VACANT LAND	0.03272557	0.00880000	0.04152557
J/T	INDUSTRIAL NEW CONSTRUCTION	0.03272557	0.00880000	0.04152557
L/T	LARGE INDUSTRIAL	0.03272557	0.00880000	0.04152557
L/U	LARGE INDUSTRIAL EXCESS LAND	0.03272557	0.00880000	0.04152557
S/T	SHOPPING CENTRE	0.02018390	0.00880000	0.02898390
M/T	MULTI RESIDENTIAL TAXABLE	0.01457648	0.00153000	0.01610648
N/T	NEW - MULTI RESIDENTIAL TAXABLE	0.01440098	0.00153000	0.01546523
P/T	PIPELINE	0.02374605	0.00880000	0.03254605
R/T	RESIDENTIAL	0.01309180	0.00153000	0.01462180
R/1	RESIDENTIAL FARMLAND AWAITING DEVELOPMENT	0.00458213	0.00038250	0.00496463
C/F	COMMERCIAL PIL	0.02018390	0.00980000	0.02998390
C/G	COMMERCIAL PIL (NO SCHOOL RATE)	0.02018390	0.00000000	0.02018390
C/Y	COMMERCIAL VACANT LAND PIL	0.02018390	0.00980000	0.02998390

**BY-LAW 30-2023**

**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 March 14, 2023**

**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 14<sup>th</sup> day of March 2023 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 14<sup>th</sup> day of March 2023.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk