



AGENDA

Regular Council Meeting

May 23, 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 May 23, 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 or in the drop box at Town Hall, 175 Queen Street East, lower level.

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

None.

6. **ACCEPTANCE OF MINUTES**

6.1	Regular Council - May 9, 2023	10
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RECOMMENDATION

THAT the May 9, 2023 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and Clerk.

6.2	Strategic Priorities Committee - May 16, 2023	19
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Minute item 5.1 Draft Commemoration Policy will be considered under agenda item 8.1.2, ADMIN 34-2023 Commemoration Policy.

RECOMMENDATION

THAT the May 16, 2023 Strategic Priorities Committee meeting minutes be received by Council and signed and sealed by the Mayor and Clerk;
and

THAT minute item 5.3 be raised for consideration.

6.2.1 Animal Control By-law

RECOMMENDATION

THAT Council consider By-law 56-2023, being a by-law to prohibit, regulate and restrict animals in the Town of St. Marys;
and

THAT non-complying properties are required to come into compliance within a two-year period with regard to the prohibition of chickens and the prohibition of livestock, both on non-agricultural land, effective May 23, 2023 to May 22, 2024.

7. CORRESPONDENCE

None.

7.1	National Chronic Pain Society re: Request to Support Call to Provincial Government	23
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RECOMMENDATION

THAT the correspondence from the National Chronic Pain Society regarding a call for support to the Provincial government to maintain OHIP coverage for chronic pain treatments and continue to provide much-needed care for the people of Ontario be received.

8. STAFF REPORTS

8.1 Administration

8.1.1 ADMIN 33-2023 May Monthly Report (Administration) 24

RECOMMENDATION

THAT ADMIN 33-2023 May Monthly Report (Administration) be received for information.

8.1.2 ADMIN 34-2023 Commemoration Policy 29

RECOMMENDATION

THAT ADMIN 34-2023 Commemoration Policy staff report be received; and

THAT the request received from Rev. John Goodwin for the Town to install Christian banners in the downtown be respectfully declined, and

THAT the correspondence received from Rev. Dr. Mark McKim be received and filed, and

THAT the request from Stratford-Perth Pride to proclaim June as Pride month and the request for the Pride flag to be raised be approved as these requests meet the goals and objectives of the Town to create a community that embraces and promotes diversity, equity and inclusion; and

THAT the Town's downtown banner program remain for Town purposes only and not be opened up to commemoration requests from the public; and

THAT Council consider By-law 57-2023, being a by-law to adopt the Commemoration Policy as presented in staff report ADMIN 34-2023.

8.1.3	ADMIN 35-2023 Municipal Law Enforcement Officers Appointment (HSKWSP)	47
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RECOMMENDATION

THAT ADMIN 35-2023 Municipal Law Enforcement Officers Appointment (HSKWSP) report be received; and

THAT Council consider By-law 58-2023, being a by-law to appoint animal control officers as municipal law enforcement officers in the Town of St. Marys.

8.2 Building and Development Services

8.2.1	DEV 26-2023 May Monthly Report (Building and Development)	49
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RECOMMENDATION

THAT DEV 26-2023 May Monthly Report (Building and Development) be received for information.

8.2.2	DEV 27-2023 - Part Lot Control Application, 167-173 Hooper Street, Block 50, Registered Plan 44M-79 – Thames Crest Farms Subdivision – Bickell Built Homes Ltd.	55
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RECOMMENDATION

THAT DEV 27-2023 regarding the Application for Part Lot Control for Block 50 of Registered Plan 44M-79 be received; and

THAT Council consider By-law 53-2023, being a part lot control affecting Block 50 of Registered Plan 44M-79 for a one-year period, ending May 23, 2024.

8.2.3	DEV 28-2023 - Part Lot Control Applications, Lots 6 and 7, Registered Plan 44M-86 – 2231872 Ontario Inc.	61
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RECOMMENDATION

THAT DEV 28-2023 regarding the Applications for Part Lot Control for Lots 6 and 7 of Registered Plan 44M-86 be received;

THAT Council approve By-law 54-2023 affecting Lot 6, Registered Plan No. 44M-86 for a one-year period, ending May 23, 2024; and,

THAT Council approve By-law 55-2023 affecting Lot 7, Registered Plan No. 44M-86 for a one-year period, ending May 23, 2024.

8.2.4	DEV 29-2023 Lind Sportsplex Roof Restoration	67
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RECOMMENDATION

THAT DEV 29-2023 Lind Sportsplex Roof Restoration report be received; and,

THAT the procurement for RFT-DEV-22-2023 Lind Roof Restoration be awarded to Keller Roofing & Sheet Metal Inc. for the procured price of \$56,251.40, inclusive of all taxes and contingencies; and,

THAT Council approves a variance to be incurred in the delivery of this project as identified in DEV 26-2023 report, to be funded from Capital account; and,

THAT Council consider By-Law 61-2023, being a by-law to authorize the Mayor and the Clerk to sign the associated agreement with Keller Roofing and Sheet Metal Inc.

8.2.5 DEV 23-2023 Cemetery Roof Repair & Restoration

72

RECOMMENDATION

THAT DEV 23-2023 Cemetery Roof Repair & Restoration report be received; and,

THAT the procurement for RFT-DEV-21-2023 Cemetery Roof Repair & Restoration be awarded to Atlas-Apex Roofing Inc for the procured price of \$32,434.39, inclusive of all taxes and contingencies; and,

THAT Council approves a variance of \$9,208.18 to be incurred in the delivery of this project as identified in DEV 23-2023 report, to be funded from the Capital Reserves account.

8.3 Community Services

8.3.1 DCS 29-2023 May Monthly Report (Community Services)

75

RECOMMENDATION

THAT DCS 29-2023 May Monthly Report (Community Services) be received for information.

8.3.2 DCS 31-2023 Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark

79

RECOMMENDATION

THAT DCS 31-2023 Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark report be received; and

THAT Council consider By-law 60-2023, authorizing the Mayor and the Clerk to execute the associated Memorandum of Understanding with Super Splash Inflatable Waterpark.

8.3.3 DCS 32-2023 Curling Association Amending Lease Agreement

87

RECOMMENDATION

THAT DCS 32-2023 Curling Association Amending Lease Agreement report be received; and

THAT Council consider By-law 62-2023, being a by-law to authorize the Mayor and the Clerk to execute an amended lease with the St. Marys Curling Association.

8.3.4	DCS 24-2023 Aquatics Centre Lower Roof Replacement	116
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RECOMMENDATION

THAT DCS-24 2023 Aquatics Centre Lower Roof Replacement report be received; and,

THAT the procurement for the replacement of the lower roof, along with a small section above the Entrance “D” corridor be awarded to Nedlaw Roofing Ltd. for the procured price of \$371,487.50, inclusive of all taxes and contingencies; and,

THAT Council consider By-Law 63-2023, being a by-law to authorize the Mayor and the Clerk to sign the associated agreement with Nedlaw Roofing and Ltd.

8.4 Corporate Services

8.4.1	COR 35-2023 May Monthly Report (Corporate Services)	120
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RECOMMENDATION

THAT COR 35-2023 May Monthly Report (Corporate Services) be received for information.

8.5 Fire and Emergency Services

8.5.1	FD 06-2023 May Monthly Report (Emergency Services)	128
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RECOMMENDATION

THAT FD 06-2023 May Monthly Report (Emergency Services) be received for information.

8.6 Public Works

8.6.1	PW 34-2023 May Monthly Report (Public Works)	132
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RECOMMENDATION

THAT PW 34-2023 May Monthly Report (Public Works) be received for information.

8.6.2 PW 35-2023 Procurement Award for the Rehabilitation of the Robinson, Queen and Emily Street Sewage Pump Stations

135

RECOMMENDATION

THAT PW 35-2023, Procurement Award for the Rehabilitation of the Robinson, Queen and Emily Street Sewage Pump Stations report be received; and,

THAT the procurement for the rehabilitation of the Robinson, Queen and Emily Street sewage pump stations be awarded to Birnam Excavating Ltd. for the procured price of \$486,835.47, inclusive of all taxes and contingencies; and,

THAT Council approve Contract Administration services from B.M. Ross and Associates Limited in the amount of up to \$35,000.00 for the delivery of this project; and,

THAT Council consider By-Law 59-2023, being a by-law to authorize the Mayor and the Clerk to sign the associated agreement with Birnam Excavating Ltd.

9. EMERGENT OR UNFINISHED BUSINESS

10. NOTICES OF MOTION

11. BY-LAWS

RECOMMENDATION

THAT By-Laws 53-2023, 54-2023, 55-2023, 56-2023, 57-2023, 58-2023, 59-2023, 60-2023, 61-2023, 62-2023 and 63-2023 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

11.1	By-Law 53-2023 Part Lot Control Exemption Block 50 44M-79	139
11.2	By-Law 54-2023 Part Lot Control Exemption Lot 6 44M-86	140
11.3	By-Law 55-2023 Part Lot Control Exemption Lot 7 44M-86	141
11.4	By-Law 56-2023 Animal Control	142
11.5	By-Law 57-2023 Commemoration Policy	158

11.6	By-Law 58-2023 Appointment of Municipal Law Enforcement Officers	159
11.7	By-Law 59-2023 Agreement with Birnam Excavating Ltd.	161
11.8	By-Law 60-2023 Memorandum of Understanding with Super Splash Waterpark	162
11.9	By-Law 61-2023 Agreement with Keller Roofing and Sheet Metal Inc.	164
11.10	By-Law 62-2023 Amending Lease Agreement with St. Marys Curling Association	165
11.11	By-Law 63-2023 Agreement with Nedlaw Roofing Ltd.	166

12. UPCOMING MEETINGS

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

June 6, 2023 - 9:00 am, ADHOC - CAO Performance Review

June 13, 2023 - 6:00 pm, Regular Council

June 20, 2023 - 9:00 am, Strategic Priorities Committee

June 27, 2023 - 9:00 am, Special Meeting of Council

June 27, 2023 - 6:00 pm, Regular Council

13. CONFIRMATORY BY-LAW 167

RECOMMENDATION

THAT By-Law 64-2023, being a by-law to confirm the proceedings of May 23, 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.

14. ADJOURNMENT

RECOMMENDATION

THAT this regular meeting of Council be adjourned at _____ pm.



MINUTES Regular Council

May 9, 2023

6:00pm

Town Hall, Council Chambers

Council Present: Councillor Aylward
Councillor Craigmile
Councillor Edney
Councillor Lucas
Councillor Luna
Deputy Mayor Pridham

Council Regrets: Mayor Strathdee

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk
Conference Line
Stephanie Ische, Director of Community Services
Jed Kelly, Director of Public Works
André Morin, Director of Corporate Services / Treasurer
Doug LaPointe, Pyramid Recreation Centre Manager

1. CALL TO ORDER

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

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF AGENDA

Resolution 2023-05-09-01

Moved By Councillor Luna

Seconded By Councillor Craigmile

THAT the May 9, 2023 regular Council meeting agenda be accepted as presented.

CARRIED

4. PUBLIC INPUT PERIOD

None.

5. DELEGATIONS, PRESENTATIONS, AND PUBLIC MEETINGS

5.1 Ontario Clean Water Agency - 1st Quarter Reporting

Mark Bouw of Ontario Clean Water Agency presented the Q1 Water and Wastewater reports as well as the performance assessment reports.

Resolution 2023-05-09-02

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT the delegation from Ontario Clean Water Agency regarding the first quarter 2023 water and wastewater reporting be received.

CARRIED

5.2 St. Marys Business Improvement Area re: 2023 Levy Request

Sue Hyatt-Griffiths presented the Business Improvement Area 2023 levy request.

6. ACCEPTANCE OF MINUTES

6.1 Regular Council - April 25, 2023

Resolution 2023-05-09-03

Moved By Councillor Lucas

Seconded By Councillor Aylward

THAT the April 25, 2023 regular 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 27-2023 Park Patrol Law Enforcement Officer
Appointment for 2023**

Resolution 2023-05-09-04

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT ADMIN 27-2023 Park Patrol Law Enforcement Officer
Appointment for 2023 report be received; and

THAT Council consider By-law 46-2023, being a by-law to appoint
park patrol employees as law enforcement officers in the Town of
St. Marys.

CARRIED

**8.1.2 ADMIN 28-2023 Business Improvement Area Governance
Constitution**

Resolution 2023-05-09-05

Moved By Councillor Aylward

Seconded By Councillor Lucas

THAT ADMIN 28-2023 Business Improvement Area Governance
Constitution report be received; and

THAT Council consider By-law 49-2023, being a by-law to establish
the governance constitution for the St. Marys Business
Improvement Area.

CARRIED

**8.1.3 ADMIN 29-2023 Request to Proclaim June 18, 2023 as Longest
Day of Smiles**

Resolution 2023-05-09-06

Moved By Councillor Aylward

Seconded By Councillor Luna

THAT ADMIN 29-2023 Request to Proclaim June 18, 2023 as the
Longest Day of Smiles report be received.

CARRIED

8.2 Community Services

**8.2.1 DCS 25-2023 MAU-1 and ACS-2 HVAC Unit Replacements
(Pyramid Recreation Centre)**

Resolution 2023-05-09-07

Moved By Councillor Craigmile

Seconded By Councillor Aylward

THAT DCS 25-2023 MAU-1 and ACS-2 HVAC Unit Replacements report be received; and,

THAT the procurement for the replacement of the HVAC units identified as MAU-1 and ACS-2, which service the Friendship Centre's kitchen and multipurpose rooms be awarded to CIMCO Refrigeration a division of Toromont Industries Ltd. for the procured price of \$259,537.27, inclusive of all taxes and contingencies; and,

THAT Council consider By-Law 48-2023 to authorize the Mayor and the Clerk to sign the associated agreement.

CARRIED

8.3 Corporate Services

8.3.1 COR 33-2023 BIA Levy Approval for 2023

Resolution 2023-05-09-08

Moved By Councillor Luna

Seconded By Councillor Aylward

THAT COR 33-2023 BIA Levy Approval for 2023 report be received; and

THAT Council approve the BIA 2023 Levy; and

THAT Council consider By-law 50-2023, being a by-law to summarize the 2023 BIA Levy.

CARRIED

8.4 Public Works

**8.4.1 PW 32-2023 Municipal Class Environmental Assessment for
the Water Pollution Control Plant**

Resolution 2023-05-09-09

Moved By Councillor Lucas
Seconded By Councillor Aylward

THAT report PW 32-2023, Municipal Class Environmental Assessment for the Water Pollution Control Plant be received; and

THAT Council approves a sole source for a municipal class environmental assessment to B. M. Ross and Associates Ltd. for a cost up to \$300,000.00, inclusive of HST and Contingency; and

THAT Council consider By-law 47-2023, being a by-law to authorize the Mayor and the Clerk to sign a professional services agreement with B.M. Ross and Associates Ltd.

CARRIED

8.4.2 PW 33-2023 Traffic, Parking and Boulevard Maintenance By-law

Resolution 2023-05-09-10

Moved By Councillor Aylward
Seconded By Councillor Lucas

THAT PW 33-2023 Traffic, Parking and Boulevard Maintenance By-law report be received; and

THAT Council consider By-law 51-2023, being a by-law for the purpose of regulating traffic, parking and boulevard maintenance in St. Marys.

CARRIED

9. COUNCILLOR REPORTS

9.1 Operational and Board Reports

Resolution 2023-05-09-11

Moved By Councillor Luna
Seconded By Councillor Aylward

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.

- 9.1.1 Bluewater Recycling Association - Coun. Craigmile**
- 9.1.2 Business Improvement Area - Coun. Aylward**
- 9.1.3 Huron Perth Public Health - Coun. Luna**
- 9.1.4 Library Board - Mayor Strathdee, Couns. Aylward and Pridham**
- 9.1.5 Municipal Shared Services Committee - Mayor Strathdee, Coun. Edney**
- 9.1.6 Spruce Lodge Board - Couns. Lucas, Luna**
- 9.1.7 Upper Thames River Conservation Authority - Coun. Craigmile**
- 9.2 Advisory and Ad-Hoc Committee Reports**
 - 9.2.1 Canadian Baseball Hall of Fame and Museum - Coun. Edney**
 - 9.2.2 Committee of Adjustment**
 - 9.2.3 Community Policing Advisory Committee - Couns. Edney and Luna**
 - 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**
 - 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**
 - 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**

10. EMERGENT OR UNFINISHED BUSINESS

10.1 Operation Smile Longest Day of Smiles Proclamation

Resolution 2023-05-09-12

Moved By Councillor Edney

Seconded By Councillor Aylward

WHEREAS Operation Smile Canada is a global medical charity providing free, life-changing surgeries and medical care to children born with cleft conditions around the world; and

WHEREAS Every 3 minutes, a child is born with a cleft condition, and lack of access to safe, effective surgery means that easily treatable conditions like cleft lip and cleft palate can become fatal; and

WHEREAS Operation Smile Canada believes every child born with a cleft condition deserves exceptional surgical care; and

WHEREAS The Longest Day of SMILES® will unite Canadians from coast to coast to coast as they raise awareness and funds; and

WHEREAS On June 18th, 2023, the citizens of St. Marys are encouraged to learn more about how to support this worthy cause by visiting www.longestdayofsmiles.ca; and

WHEREAS Our community can help celebrate the Longest Day of SMILES® by posting #longestdayofsmiles on social media; and

THEREFORE Council for the Town of St. Marys does hereby proclaim June 18th, 2023 as “Longest Day of SMILES®” in St. Marys and commend its thoughtful observance to all citizens of our municipality.

CARRIED

11. NOTICES OF MOTION

None.

12. BY-LAWS

Resolution 2023-05-09-13

Moved By Councillor Luna

Seconded By Councillor Lucas

THAT By-Laws 46-2023, 47-2023, 48-2023, 49-2023, 50-2023 and 51-2023 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

12.1 By-Law 46-2023 To Appoint Municipal By-law Enforcement Officers

12.2 By-Law 47-2023 Agreement with BM Ross and Associates Ltd

12.3 By-Law 48-2023 Agreement with Cimco Refrigeration A Division of Toromont Ltd.

12.4 By-Law 49-2023 Establish Business Improvement Area Governance Constitution

12.5 By-Law 50-2023 BIA Tax Levy

12.6 By-Law 51-2023 Traffic, Parking and Boulevard Maintenance

13. UPCOMING MEETINGS

May 16, 2023 - 9:00 am, Strategic Priorities Committee

May 23, 2023 - 6:00 pm, Regular Council

14. CONFIRMATORY BY-LAW

Resolution 2023-05-09-14

Moved By Councillor Craigmile

Seconded By Councillor Edney

THAT By-Law 52-2023, being a by-law to confirm the proceedings of May 9, 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

15. ADJOURNMENT

Resolution 2023-05-09-15

Moved By Councillor Aylward

Seconded By Councillor Luna

THAT this regular meeting of Council be adjourned at 7:37 pm.

CARRIED

Al Strathdee, Mayor

Jenna McCartney, Clerk



MINUTES
Strategic Priorities Committee

May 16, 2023
9:00 am
Town Hall, Council Chambers

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

Staff Present: **In-Person**
Brent Kittmer, Chief Administrative Officer
Jenna McCartney, Clerk
Conference Line
Stephanie Ische, Director of Community Services

1. CALL TO ORDER

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

2. DECLARATIONS OF PECUNIARY INTEREST

None.

3. AMENDMENTS AND APPROVAL OF THE AGENDA

Resolution 2023-05-16-01

Moved By: Councillor Pridham

Seconded By: Councillor Craigmile

THAT the May 16, 2023 Strategic Priorities Committee agenda be accepted as presented.

CARRIED

4. DELEGATIONS AND PRESENTATIONS

None.

5. STRATEGIC PRIORITIES REVIEW

5.1 ADMIN 31-2023 Draft Commemoration Policy

Brent Kittmer presented ADMIN 31-2023 report.

Resolution 2023-05-16-02

Moved By: Councillor Edney

Seconded By: Councillor Aylward

THAT ADMIN 31-2023 Draft Commemoration Policy report be received;
and

THAT the Strategic Priorities Committee recommends to Council:

THAT the request received from Rev. John Goodwin for the Town to install Christian banners in the downtown be respectfully declined, and

THAT the correspondence received from Rev. Dr. Mark McKim be received and filed, and

THAT the request from Stratford-Perth Pride to proclaim June as Pride month and the request for the Pride flag to be raised be approved as these requests meet the goals and objectives of the Town to create a community that embraces and promotes diversity, equity and inclusion;
and

THAT the Town's downtown banner program remain for Town purposes only and not be opened up to commemoration requests from the public;
and

THAT Council adopt the Commemoration Policy as presented in staff report ADMIN 31-2023.

CARRIED

5.2 DCS 23-2023 Community Services Review

Stephanie Ische presented DCS 23-2023 report.

The Committee provided the following comments to staff:

- Consider ways to increase the throughput of service at the canteen during Lincolns games

- Sought clarification for the process the public must follow when requesting heaters be turned on in the rinks and requested staff to consider amending the heater procedure to include an automatic turn on of some of the heaters when the outside air reaches a certain temperature
- Requested staff to review the current pepperama program and consider including a lunch option
- Requested staff to follow up and report back on an outstanding request from the Lincolns regarding selling advertising space in the PRC

Resolution 2023-05-16-03

Moved By: Councillor Craigmile

Seconded By: Councillor Aylward

THAT DCS 23-2023 Community Services Review report be received for review and direction to staff.

CARRIED

The Committee took a brief break 10:16 am.

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

5.3 ADMIN 32-2023 Draft Animal Control By-law

Jenna McCartney presented ADMIN 32-2023 report.

The Committee was of the consensus that:

- Domestic rabbits not be considered a prohibited animal.
- Horses be permitted when being used for transportation purposes.
- Staff include a provision that requires animal excrement to be removed immediately from public property and from private property that the person handling the animal does not own.
- Staff include a provision that requires animal excrement to be removed in a timely fashion from the animal owner's own property.
- Staff consider how to provide a two-year compliance period following the passing of the proposed animal control by-law for those residents that are currently in contravention to the provisions.

- A prohibition on the keeping of chickens remains in the proposed by-law and that staff include a two-year compliance period following the passing of the animal control by-law for those residents that are currently in contravention of the provision related to chickens.

Resolution 2023-05-16-04

Moved By: Councillor Luna

Seconded By: Councillor Craigmile

THAT ADMIN 32-2023 Draft Animal Control By-law report be received;

THAT the Committee supports the inclusion of the draft list of prohibited animals on the draft Animal Control By-law;

THAT the Strategic Priorities Committee recommends to Council:

THAT Council consider By-law XX-2023, being a by-law to prohibit, regulate and restrict animals in the Town of St. Marys.

CARRIED

6. NEXT MEETING

June 20, 2023 – 9:00 am

7. ADJOURNMENT

Resolution 2023-05-16-05

Moved By: Councillor Luna

Seconded By: Councillor Lucas

THAT this meeting of the Strategic Priorities Committee be adjourned at 11:33 am.

CARRIED

Al Stratthdee, Mayor

Jenna McCartney, Clerk



May 2023

Your Worship,

Whether you live in a large, cosmopolitan city or a small hamlet, you have been faced with the opioid crisis facing Canadians.

The National Chronic Pain Society is asking for your assistance to help patients suffering from chronic pain from becoming addicted to opioids.

Recently, the Ontario College of Physicians and Surgeons has made a decision that will lead more people who suffer from chronic pain to turn to opioids to alleviate their pain. The College is targeting community pain clinics by requiring the use of ultrasound technology in the administration of nerve block injections by licensed physicians. They are not mandating this requirement for physicians in any other capacity, such as epidurals in hospitals. This requirement will increase the time it takes to administer the nerve block and, therefore, reduce the number of patients a physician can see in a day.

Also, the Ontario Health Insurance Plan (OHIP) is proposing to reduce coverage for several vital healthcare services, including a drastic reduction in the number and frequency of nerve block injections a patient can receive. These changes have been proposed without any consultation with pain management medical professionals or with their patients. This cut will force chronic pain clinics to shut down, putting a greater strain on family physicians and emergency rooms.

With the reduction in the number of nerve blocks being administered, many patients, looking for pain relief, will turn to overcrowded emergency rooms, opioid prescriptions from doctors or opioid street drugs.

We are asking that your Council pass a motion requesting that the Government of Ontario maintain OHIP coverage for chronic pain treatments and continue to provide much-needed care for the people of Ontario.

Further if you can please communicate that motion to the Premier, Minister of Health, Associate Minister of Mental Health and Addictions and your local MPP(s),

Thank you for your kind consideration of this matter. If you have any question, please do not hesitate to contact me at 1-800-252-1837, or by email at info@nationalchronicpainsociety.org. You may also contact me through Elias Diamantopoulos of GTA Strategies at (416) 499-4588 ext. 6, or at elias@gtastrategies.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Leeann Corbeil", is written over a light blue horizontal line.

Leeann Corbeil, Executive Director
National Chronic Pain Society

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Administration

Date of Meeting: 23 May 2023

Subject: ADMIN 33-2023 May Monthly Report (Administration)

RECOMMENDATION

THAT ADMIN 33-2023 May Monthly Report (Administration) be received for information.

DEPARTMENTAL HIGHLIGHTS

1. CAO

Strategic Planning and Projects

- Corporate Strategic Plan Review and Update
 - RFP for this project will be issued once the public consultation phase of the Downtown Service Location Review is completed.
- Commemoration Policy
 - Commemoration policy drafted and recommended by Strategic Priorities Committee.
 - Expectation is that Council will adopt this policy on May 23.
 - The first act of commemoration under the new policy will be the raising of the Pride flag on June 1 and the installation of the Pride banners in the downtown. For 2023, all Pride banners raised will be the Progress Pride Flag
- Downtown Service Location Review
 - Internal Staff Streeting Committee:
 - The internal staff project committee will be meeting with the project consultant on June 1. The purpose of the meeting is to review the public engagement feedback received, and to articulate the corporate/administrative needs for space and opportunities for efficiencies to be considered by the project.
 - Steering Committee:
 - The next meeting of the Steering Committee is expected to take place in late June.
 - The purpose of this meeting will be for the committee to review and prioritize the feedback received on the services and programs the Town should offer in and around the downtown.
 - Interior Demolition of 14 Church Street North
 - Final details of the tender for interior demolitions and structural repairs are being completed.
 - Project is taking longer than expected due to high workloads of the Town's consulting engineer.
- Community Transportation Project:
 - Ridership

PC Connect Ridership to Date						
Funding Period	Route A: Perth County North	Route B: Perth County South	Route 1: KW to Listowel	Route 2: KW to St. Marys	Route 3: London to Stratford	TOTALS
Funding Year 3: Nov 2020-Mar 2021	342	87	55	186	94	764
Funding Year 4: Apr 2021-Mar 2022	1,116	578	872	978	1,127	4,671
Funding Year 5: April 2022	128	37	128	102	106	501
May 2022	143	38	110	168	64	589
June 2022	203	49	188	210	160	810
July 2022	320	120	209	335	227	1,211
August 2022	250	104	140	296	252	1,042
September 2022	258	112	136	362	153	1,021
October 2022	211	96	140	297	189	933
November 2022	236	77	129	326	240	1,008
December 2022	197	84	130	284	167	862
January 2023	213	76	146	328	201	964
February 2023	214	59	140	345	194	952
March 2023	342	123	269	460	276	1,470
April 2023	303	97	228	363	299	1,290
TOTALS	4,476	1,737	3,020	5,031	3,824	18,088

- Contracts and LPA Renewals
 - The County of Perth has renewed their contract with Voyago through to the end of the funding cycle of March 31, 2025. The City of Stratford is currently in discussions with Voyago regarding their extension.
 - The Local Partnership agreements for both project terminate in Q3 of 2023. It is expected that discussions on whether to extent, amend or terminate these agreements will begin in the summer. A financial analysis of both projects will be provided to the Town prior to these discussions.
- Community Outreach and Community Wellness:
 - **Shower Program** – Continue to offer this program at the PRC. Community Outreach Worker has reached out to community organizations to advise about this program.
 - **Situation Table** – Bi-weekly meetings with community agencies in Huron & Perth Counties for high-risk individuals/cases. Hosted a meeting at the Town of St. Marys with approx. 30 attendees of community partners.
 - **New Referrals:** 8 new adult referrals; continue to provide ongoing supports to other open files
 - **Community Connections:**
 - **HP CAS:** Discussed possible community connections opportunities. Set up training for Healthy Relationships Plus Training
 - **Partners of Employment:** Supports with confidential meeting spaces/connected other community agencies to this service
 - **Social Housing Education Session:** In collaboration with City of Stratford Housing & Stratford Police, an education session was offered to residents of social housing apartments in St. Marys about roles of service providers.
 - **Community Closet:** secured funding to purchase items; in stage of supporting with launching in June 2023

- Continue with monthly peer supervision initiated with North Perth Community Outreach Worker.

2. Clerks

Animal Control

- Outstanding 2023 animal licensing fees not received by the municipality have been transitioned to property tax collection.
- Animal Control Stats – Jan – Mar 2023

Case Type	January	February	March	Total
Welfare Checks	0	0	0	0
DOA	0	0	0	0
Enforcement	1	0	1	2
Miscellaneous	0	0	0	0
Seizure/Police/Province Assist	1	0	0	1
Stray	2	1	0	3
Transport	0	0	0	0
Wildlife	2	5	4	11
Total	6	6	5	17
Stray Animal Intake	January	February	March	Total
Dog	2	0	2	4
Cat	2	2	1	5
Rabbit	0	0	0	0
Guinea Pig	0	0	0	0
Birds	0	0	0	0
Reptile	0	0	0	0
Rodent	0	0	0	0
Wildlife	1	2	3	6

Refreshment Vehicle Licensing

- Refreshment vehicle applications continue to be submitted and reviewed within the department.
- A change has been made to the application process regarding the health inspection report. Refreshment vehicle owners are now able to submit a copy of their local public health inspection report along with a Notice of Intent acknowledgement from Huron Perth Public Health.
- To date:
 - 12 applications submitted
 - 1 annual licence issued
 - 4 daily licences issued
 - Revenue from 1 annual licence received, the other licences' fees were waived due to the association with service club or Town events.

Events of Municipal Significance

- Organizations wishing to have an event designated as one of municipal significance are now able to complete an application on the Town's website.
- Designation was provided to the St. James Service Club #73 for their annual steak dinner occurring on June 15, 2023.

By-Laws

- The St. Marys Business Improvement Area draft Constitution has been approved by Council. Staff are preparing the membership registry.
- Animal Control to be considered for approval on May 23, 2023.
- Traffic, Parking and Boulevard Maintenance By-law short-form wording sent for approval prior to coming into force and effect.
- Drafting the Records Retention By-law and will present to Council for consideration before end of Q2.

Lottery Licencing

- Certain organizations who have not been applying for lottery licences through the pandemic are now resuming events.
- 7 licences have been licensed in 2023 to date. This is more consistent with pre-covid numbers.

By-Law Enforcement

Month	Parking	Noise	Animal	Other	Total
January	4	7	1	0	12
February	7	1	1	0	9
March	7	12	2	0	21
April	4	5	0	0	9

Mobility Services Agreement

- Draft mobility services agreement has been received for partnership with Mobility Services.
 - A number of comments were provided which has caused Town staff to pause the general agreement while consideration be given to the drafting of formal agreements between the Town and municipal partners who contribute gas tax funds for public transit.
 - St. Marys Mobility will present Council with a long-term plan during the 2024 Town budget process for consideration of future dedicated Provincial Gas Tax allocations.

3. Human Resources

Recruitment (current/on-going)

- Job postings, re-posts, interviews, and/or offers prepared for:
 - Educator Assistant
 - ELS Program Assistant
 - Recreation Attendant
 - Youth & Child Recreation Program Leader (new FT role)
 - Tourism & Events Assistant
 - Adult Learning Administrative Assistant
 - Early Childhood Educator
 - Lifeguard

HR Systems/ Admin.

- STATS Canada Job Vacancy Survey – Completed April 6th
- Conducted Employee Self-Serve/Electronic Timesheet training sessions and benefit enrollment for new staff

Health & Safety/ Training

- New Hire Orientation – April 26th
- Transgender Identities & Gender Diversity Workshop – April 18th

Committee Engagement

- STEAM Committee Meeting – April 13th & April 27th

Payroll and Benefits

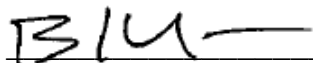
- Completed and submitted report on hiring to Service Canada for April 2023
- Completed April's balancing of Clearing Accounts
- Updated Volunteer Firefighter calls and practices tracking and payment worksheets
- Continue working on 2024 Payroll Budget sheets
- Processed Records of Employments for staff who have resigned
- Participated in Adult Leanings' Lunch and Learn excel training (4 week series)

SPENDING AND VARIANCE ANALYSIS

None.

REVIEWED BY

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Brent Kittmer, Chief Administrative Officer
Date of Meeting:	23 May 2023
Subject:	ADMIN 34-2023 Commemoration Policy

PURPOSE

The following staff report was presented to the Strategic Priorities Committee On May 16, 2023 to consider a draft Commemoration Policy for the Town. The Committee received the report, and their recommendation to Council is presented immediately below.

This report is being presented for Council to give consideration to the final draft policy.

RECOMMENDATION

THAT ADMIN 34-2023 Commemoration Policy staff report be received; and

THAT the request received from Rev. John Goodwin for the Town to install Christian banners in the downtown be respectfully declined, and

THAT the correspondence received from Rev. Dr. Mark McKim be received and filed, and

THAT the request from Stratford-Perth Pride to proclaim June as Pride month and the request for the Pride flag to be raised be approved as these requests meet the goals and objectives of the Town to create a community that embraces and promotes diversity, equity and inclusion; and

THAT the Town's downtown banner program remain for Town purposes only and not be opened up to commemoration requests from the public; and

THAT Council consider By-law 57-2023, being a by-law to adopt the Commemoration Policy as presented in staff report ADMIN 34-2023.

BACKGROUND

Council and the Corporation of the Town of St. Marys have adopted an overarching vision for St. Marys to embrace and promote diversity, equity and inclusion. Council's objective is to create a community and a Town corporation where there are no impediments to full and free participation in the economic, social, political and cultural life of the Town. The goal is to promote a climate of understanding and mutual respect.

This vision is embedded within the Town's corporate plans. The Town's Strategic Plan, adopted in 2017, includes a call to action to:

Develop an Inclusion Policy/standard partnered with guidelines or standard operating procedures that outline how the Town will adopt inclusion and to what extent inclusion will be considered for Town infrastructure, programs, events, etc.

The Community Safety and Wellbeing Plan (CSWBP), adopted in 2021, sets out *Priority Area #4 Social Inclusion*, which includes the following goals and tactics for the Town and the partners to the CSWBP:

Goal 4.1: Increased application of equity, diversity, and inclusion practices across all partner agencies.

- *Objective 4.1.1: To continue to build partner agencies' understanding of equity, diversity, and inclusion principles and practices through education and training.*

Goal 4.2: Promote understanding of diverse groups.

- *Objective 4.2.1: To develop, promote, and organize innovative community engagement and public strategies/campaigns aimed at reducing stigma and promoting understanding regarding mental health, addiction, racism, and discrimination.*

Goal 4.3: Enhanced sense of community belonging.

- *Objective 4.3.1: To create and maintain safe, welcoming, and inclusive public spaces that promote opportunities for use by individuals of all identities, backgrounds, and experiences.*
- *Objective 4.3.2: To increase inclusion and access to activities and community events for populations that face constraints to participation (e.g., youth, people with disabilities, newcomers, BIPOC, LGBTQ2+ persons, and low-income families and individuals).*

In recent years, Council has directed staff to make these strategies an operational priority, and passed the following resolution to that effect:

THAT Council directs staff to include the following strategic and operational priorities to the 2021/2022 workplan:

- *Developing approaches to increase inclusion, diversity and anti-racism into the Town business practices;*

As a first initiative, in the fall of 2021, Council requested that staff present a range of Pride recognition options for the community. Council's goals were twofold: first, to celebrate and promote St. Marys as a welcoming, accepting and inclusive community; and secondly, to bring attention the historical disadvantage, discrimination, and barriers to equal social rights, equal access to services, and equal treatment suffered by the 2SLGBTQIA+ community.

Through a series of reports in the fall/winter of 2021/2022, Council learned that the Pride flag has become an international symbol of inclusivity. Council eventually approved a banner program for the Downtown to be implemented beginning Pride Month in June 2022. For the month of June, a variety of Pride banners were hung on light standards in the Downtown to educate the community about diversity within the 2SLGBTQIA+ community. After July 1 and through to mid-October, Pride banners remained in the Downtown hung alongside the Town's seasonal tourism banners. The Pride banners were removed in mid-October to make way for the annual Remembrance banners. The plan is that Pride banners will be re-installed again in 2023 at the beginning of Pride month in June.

Between July and September 2022, Council received correspondence from members of the community expressing their requests, viewpoints and concerns with the Town's decision to commemorate the 2SLGBTQIA+ community. This correspondence gave Council pause to identify that, except for a basic Flag Policy, the Town does not currently have a policy on file to guide its commemoration practices. The correspondence and requests were received by Council and referred to staff to bring forward for Council to deliberate upon with a draft Commemoration Policy. More recently, correspondence has been received by staff from Stratford-Perth Pride asking for Council to proclaim June as Pride month and to raise the Pride flag.

This report is presented for Council to give final consideration on their response to the correspondence received, and final consideration on the Commemoration Policy.

REPORT

Attached to this report is the final draft Commemoration Policy for Council to review and consider. This final draft has been updated based on the comments received at the Strategic Priorities Committee meeting May 16th.

However, the first discussion for Council is to review how to respond to the correspondence received. The correspondence created thoughtful internal conversation and resulted in the Town seeking a legal opinion on some of the questions and issues raised by the correspondents. Excerpts of the Town's legal advice that relate to publicly available case law and human rights tribunal decisions is presented below. These legal precedents also inform the spirit of the Commemoration Policy so it is important to understand them first before deliberating the policy.

Discussion #1 – Responding to the Correspondence Received

The correspondence received from Rev. John Goodwin (July 2022) is attached to this report. In summary, Rev. Goodwin is requesting:

- For the Town to install an equal number of banners in the Downtown representing the Christian faith as there is Pride banners.
- If a budget line exists or if there is access to donated funds, for the Town to make these available for the purchase of the banners as the Town has done for other “interest groups”.

The correspondence received from Rev. Dr. Mark G. McKim (September 2022) is attached to this report. In summary, Rev. Dr. McKim raises the following points:

- It is not the role of government to advocate or promote any worldview, partisan opinion, philosophical or ethical system.
- Commemorating any one group and refusing to do so for another group leaves the Town vulnerable to legal challenges and human rights complaints.
- The Town is in a position where it must decide to approve all commemoration requests, or none, with the latter being preferred except for:
 - Flying flags of official government flags, those related to a statutory holiday, and Remembrance Day.
 - Issuing proclamations for the same as above.

Case law and human rights tribunal decisions exist related to the points made by both correspondents above. These precedents also apply to and inform the draft Commemoration Policy attached to this report. The relevant cases and decisions are listed below:

- British Columbia Human Rights Tribunal, [Simpson v City of Langley](#)
- Ontario Human Rights Commission, [Letter to the Halton Catholic District School Board](#)
- Human Rights Tribunal of Ontario, [Oliver v Hamilton \(City\) \(No.2\)](#)
- Human Rights Tribunal of Ontario, [Hudler v London \(City\)](#)
- Supreme Court of Canada, [Mouvement laïque Québécois v. Saguenay \(City\)](#)
- Supreme Court of Canada, [Law Society of British Columbia v. Trinity Western University](#)
- Supreme Court of Canada, [Trinity Western University v. Law Society of Upper Canada](#)

Key questions to consider as Council deliberates the correspondence and the draft policy include:

Is the Town obliged to provide a commemoration program?

- As set out in the *Langley* case above, according to the Tribunal, it is a settled principle that human rights law does not impose a positive obligation on government to provide a particular service. However, once government chooses to do so, it is obliged to do so in a non-discriminatory manner.

Why did the Town choose to approve Stratford-Perth Pride's request to install Pride banners?

- It is important to first clarify that there was no request from Stratford-Perth Pride for the Town to install banners. This was an initiative conceived and driven by Council for all the reasons set out in the Background Section above.
- Reiterating, the Corporation of the Town of St. Marys has adopted an overarching vision to position St. Marys as a community in which there are no impediments to full and free participation in the economic, social, political and cultural life of the Town. The goal is to promote diversity, equity and inclusion and a climate of understanding and mutual respect.

If the Town decides to commemorate Pride and chooses to deny a request to fly a Christian flag does that amount to discrimination?

- The Tribunal touches upon this in the *Langley* case. A decision such as this can be seen as differential treatment, but differential treatment in the service of equity does not necessarily constitute discrimination. According to the Tribunal:

"...the City's prohibition against flying religious flags while flying the Rainbow Flag cannot be seen to amount to a distinction that is discriminatory. Rather, these acts are all in the service of equity. They increase the participation and representation of the LGBTQ+ communities in an attempt to offset the historical disadvantages experienced by these communities. They help bring LGBTQ+ community members to equal standing with heterosexual and cisgendered individuals, who have not experienced such societal disadvantages. They ensure that the City maintains a neutral public space free from coercion, and judgment on the part of public authorities in matters of spirituality. Altogether, they advance the purpose of the Code to foster a society in which there are no impediments to full and free participation in the economic, social, political and cultural life of British Columbia and to promote a climate of understanding and mutual respect where all are equal in dignity and rights...."

- The Town has chosen to commemorate Pride for all the reasons listed previously in this report. Human rights law in Canada recognizes the value of Pride celebrations, and in the *Langley* case the Tribunal wrote:

"LGBTQ+ communities have faced historical disadvantage, discrimination, and barrier to equal social rights, equal access to services, and equal treatment under the law..."

The Tribunal has previously accepted expert evidence on the institutional discrimination against LGBTQ+ communities and the resulting oppression and refusal of equal rights for those communities...

...The Tribunal accepted expert evidence that the existence of state-recognized Pride celebrations, such as Pride Week, carries significant influence as a legitimization of "queer identities, relationships and communities in all their cultural generational, gender, racial and class diversity" and that such official recognition of Pride celebrations helps to "recognize and affirm the value of being out and gay"...

Pride celebrations help to counteract the historical discrimination against LGBTQ+ communities and help to bring those communities from a position of disadvantage to a more equal standing with heterosexual and cisgendered individuals who have historically enjoyed societal acceptance.

The act of flying the Rainbow Flag also serves a similar purpose. The Rainbow Flag is a symbol of pride representing the diversity of LGBTQ+ communities and is a symbol to promote inclusivity and to address issues such as racial discrimination, cultural exclusions, and other challenges faced by those in the LGBTQ+ communities. The Rainbow Flag has grown over time to become a foundational symbol reflecting not only “gay rights” but also the broad diversity and identities within the LGBTQ+ communities.”

Can the Town have a policy that specifically excludes requests for commemoration that involve religious organizations and views?

- This was tested in the Langley case, and the City argued that they had a duty of religious neutrality. In their decision, the Tribunal cited the *Saguenay* Supreme Court case where the Court stated:

By expressing no preference, the state ensures that it preserves a neutral public space that is free of discrimination and in which true freedom to believe or not to believe is enjoyed by everyone equally, given that everyone is valued equally. I note that a neutral public space does not mean the homogenization of private players in that space. Neutrality is required of institutions and the state, not individuals...On the contrary, a neutral public space free from coercion, pressure and judgement on the part of public authorities in matters of spirituality is intended to protect every person's freedom and dignity. The neutrality of the public space therefore helps preserve and promote the multicultural nature of Canadian society...

- If the Town did decide to commemorate requests of a religious nature, it would likely be considered a violation of the Town's duty of religious neutrality.

Is the Pride flag a religious flag?

- No, through the cases cited above, it has become well established that the Pride flag is an internationally recognized symbol of inclusivity.

If the Town continues to commemorate Pride does that not infringe upon the rights of persons with Christian beliefs to have freedom of religion?

- The Court has broadly defined freedom of religions as having the right to entertain such religious beliefs as a person chooses, the right to declare religious beliefs openly and without fear of hindrance or reprisal, and the right to manifest religious belief by worship and practice or by teaching and dissemination.
- Nothing in the Town's decision to corporately commemorate Pride would prevent a person from having the right of practicing or expressing their religion as described above.
- Similarly, if the Town chooses to deny the request to install Christian banners on its flag poles to maintain its duty of religious neutrality, that decision does not prevent a person from having the right of practicing or expressing their religion as described above.
- Yes, it is likely that some individuals may express that, due to their religious views, they no longer have freedom of religion if they are subjected to public places that commemorate issues that conflict with the dogma of their religion. Freedom of religion is a complex and layered topic, and in cases of challenges related to freedom of religion,

the Court is required to reconcile competing state interests under section 1 of the Charter. In the two cases cited above involving Trinity Western University, the Supreme Court applied a proportionality analysis, and ruled that the freedom of religion can be limited where it interferes with the fundamental rights of others. In their decision, the members of the Supreme Court reconciled the competing religious freedoms of the religious community with the equality rights of the 2SLGBTQIA+ community, finding that the impact on religious freedoms was minor when compared to the significant statutory objectives of ensuring 2SLGBTQIA+ equality.

Is it preferable for the Town to have a simple policy that it will not accept commemoration requests rather than “picking and choosing” what will be commemorated?

- This is ultimately a policy decision of Council, but staff would recommend that a well-reasoned policy setting out what will and will not be commemorated is preferable rather than commemorating nothing.
- Further, the Ontario Human Rights Commission has noted that it is generally preferable for organizations to achieve equality through universal design that recognizes and includes diversity rather than universal exclusion, unless it can be shown to be the best way to achieve equality in the circumstances.
- Lastly, in their letter to the Halton Catholic District School Board, the Ontario Human Rights Commission wrote:

“the Human Rights Tribunal of Ontario has recognized that an organization’s failure to symbolically acknowledge Pride events can in some cases amount to a violation of the rights of people who are LGBTQ2+ to equal treatment in services under the Code (see, e.g. Oliver v Hamilton (City) (No. 2)...and Hudler v London (City)...”

Given the foregoing, it is staff’s recommendation that the correspondence received from Rev. Goodwin and Rev. Dr. McKim be dealt with in the following way:

- That the request received from Rev. John Goodwin for the Town to install Christian banners in the downtown be respectfully declined.
- That the correspondence received from Rev. Dr. Mark McKim be received and filed.

Discussion #2 – Draft Commemoration Policy

Staff are further recommending that Council adopt a policy that clearly articulates the Town’s commemoration practices rather than choosing to commemorate nothing. The draft policy is the subject of this section.

Staff have completed research and found a number of sample municipal commemoration policies. The draft policy attached to this report policy reflects a formalization and improvement of the Town’s existing approach to commemoration using the best practices observed in the example policies.

Rather than reiterate the policy in its entirety, the following section identifies key policy points for Council’s information and consideration:

What will be commemorated?

This is the key policy decision for Council. The draft policy sets out specific criteria to guide when requests will be approved and denied. A review of the example municipal policies revealed that a generally consistent set of criteria exists. For the most part, the criteria were found to match the Town’s historical practices, so they were further refined and adapted to suits the Town’s purposes.

Within the policy, staff are recommending that the Town will commemorate requests that promote:

- Charitable fundraising campaigns, organized by registered service clubs, not-for profits, and/or charitable organizations
- Arts and cultural celebrations
- Significant events and achievements of individuals and organizations
- Historic events and global movements
- A local, national or international awareness issue that builds community or is related to community health
- Diversity, equity and inclusion and/or creating conversations surrounding societal issues such as discrimination, cultural exclusions, and other challenges faced by historically disadvantaged peoples.

Staff are further recommending that the Town will not commemorate requests that involve:

- Political parties, organizations, events or movements
- Religious organizations, events, celebrations, or movements
- Organizations, events, and/or private purposes with no direct relationship to the corporation or community of the Town of St. Marys
- Celebrations, campaigns, or events contrary to Town plans, policies or by-laws
- Celebrations, campaigns, or events intended for profit-making purposes
- Matters attempting to influence government policies
- Supporting discrimination, hatred, violence or prejudice
- Attempting to defame the integrity of the Town, Ontario or Canada.

Council's goals to create a community and a Town corporation that embraces and promotes diversity, equity and inclusion are well established. The draft policy fits with these goals and attempts to further the Town's objectives. The policy specifies that each year the Town will commemorate Pride along with Truth and Reconciliation. The policy sets out that:

- a. The Pride flag is an international symbol of inclusivity and will be raised in the month of June each year to recognize the inclusive and diverse community represented by the Town of St. Marys; to acknowledge and respect all people regardless of their colour, race, religion, national or ethnic origin, age, sex, sexual orientation, gender identity or expression, or mental or physical disability.
- b. A flag honouring Indigenous heritage and promoting Truth and Reconciliation will be raised in the month of September each year to recognize and promote the need for conversations in the community surrounding truth and reconciliation; to encourage the community to become further informed about the traditional lands, Treaties, and history and cultures of Indigenous peoples local to the region; and to commemorate the contributions of Indigenous peoples to Canada's history.

Who decides if a request will be approved?

The policy has been written to reflect and formalize current practices:

- For proclamations, these are still to be presented to and approved by Council.
- For half-masting flags, the policy will instruct staff when to half-mast flags. The list of criteria generally reflects and formalizes the Town's current practices. The policy does provide flexibility to Council to choose to half-mast flags at Council's discretion, or at the direction of the CAO in the event timing does not work for a Council meeting.

- Similar to the existing Flag Policy, the decision to approve or deny the flying of alternate flags is delegated to the Clerk. The draft policy improves the Town's current practices by establishing clear criteria for staff to use when making the decision to approve or deny a request. The policy does provide flexibility to Council to raise any alternate flag at Council's discretion, or at the direction of the CAO in the event timing does not work for a Council meeting.
- The approach for approving requests to light the Town Hall follows the approach used for alternate flags. Authority is delegated to the Clerk to approve or deny requests using the criteria established in the policy. As above, Council has the flexibility to direct the lighting of Town Hall for any purpose deemed of importance to the Town.
- Currently, the banner program is fully driven by Town purposes. Pride banners are raised for the month of June; July through to mid-October there is a mix of Pride banners and Tourism banners; and from late-October through to Remembrance Day the Town has approved the Legion to raise banners honoring our veterans.
- For tree donations, the policy simply directs all donations to be guided by the established Tree Donation Program Policy.
- For bench donations, the policy articulates the Town's current practice that donations are now only accepted in limited circumstances, with most requestors being directed to the Tree Donation Program. If a bench is accepted, it is required to meet the Town's design and accessibility requirements, and there is no commitment of replacement at the end of the bench's life.

Staff are requesting that Council review the draft policy and provide any feedback that they believe is necessary to bring the policy into final form. Staff will then make any edits necessary to the policy and bring the final draft back for consideration at a future Council meeting.

Discussion #3 – Request from Stratford-Perth Pride

As noted in the Background section above, correspondence has been received by staff from Stratford-Perth Pride asking for Council to proclaim June as Pride month and to raise the Pride flag.

Staff are recommending that Council approve the request for proclamation and the request for the Pride flag to be raised because the requests meet the goals and objectives of the Town to create a community that embraces and promotes diversity, equity and inclusion.

FINANCIAL IMPLICATIONS

None directly related to this report.

SUMMARY

As noted, this report was presented to the Strategic Priorities Committee on May 16, 2023. The Committee's recommendations to Council are that:

- The request received from Rev. John Goodwin for the Town to install Christian banners in the downtown be respectfully declined.
- The correspondence received from Rev. Dr. Mark McKim be received and filed.
- Council adopts the draft Commemoration Policy to clearly articulate the Town's commemoration practices rather than choosing to commemorate nothing.
- The Town's downtown banner program remain for Town purposes only and not be opened to commemoration requests from the public.

- Council approve Stratford-Perth Pride's request for proclamation and the request for the Pride flag to be raised because the requests meet the goals and objectives of the Town to create a community that embraces and promotes diversity, equity and inclusion.

STRATEGIC PLAN

As noted throughout the body of the report.

OTHERS CONSULTED

Ken Strong, Strong Nenniger, Town Legal Counsel

ATTACHMENTS

1. Final Commemoration Policy

REVIEWED BY

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

Commemoration Policy

Policy Statement

The Town of St. Marys recognizes the importance of innovative community engagement campaigns. The Corporation of the Town of St. Marys will offer a range of programs to: commemorate special occasions; events; individuals and organizations; and to encourage diversity, equity and inclusion.

Purpose

This policy has been developed to:

- Provide a comprehensive list of the Town's current commemoration programs, both initiated and Town initiated;
- Document the process by which commemoration requests are handled and executed in the municipality; and
- Establish the parameters and criteria for evaluating commemoration requests.

Scope

This policy applies to all team members and members of Council. The following internal departments/divisions have assigned duties related to commemorations:

- Administration
- Building & Development
- Public Works
- Communications

Criteria

The Town will consider all commemoration requests that promote:

- Charitable fundraising campaigns organized by registered service clubs, not-for profits, and/or charitable organizations
- Arts and cultural celebrations
- Significant events and achievements of individuals and organizations
- Historic events and global movements
- A local, national or international awareness issue that builds community or is related to community health
- Diversity, equity and inclusion and/or creating conversations surrounding societal issues such as discrimination, cultural exclusions, and other challenges faced by historically disadvantaged peoples.

The Town reserves the right to deny requests that involve:

- Political parties, organizations, events or movements
- Religious organizations, events, celebrations, or movements
- Organizations, events, and/or private purposes with no direct relationship to the corporation or community of the Town of St. Marys
- Celebrations, campaigns, or events contrary to Town plans, policies or by-laws
- Celebrations, campaigns, or events intended for profit-making purposes
- Matters attempting to influence government policies
- Supporting discrimination, hatred, violence or prejudice
- Attempting to defame the integrity of the Town, Ontario or Canada.

Programs & Processes

The following is a list of the current commemoration programs offered by the Town of St. Marys. The list includes formalized programs and informal, internal tools that can be used to provide recognition for important events, individuals, and organizations.

Proclamations

Members of the public may request that Town Council make an official proclamation, provided their request is consistent with the Criteria established in this policy above. Proclamation requests are administered through the Clerk's Department in accordance with the Town's Procedure By-law.

The following policy statements and procedure shall guide how The Corporation of the Town of St. Marys considers requests for proclamations:

1. Requests for proclamations, including the proposed wording of the proclamation and supporting information, must be submitted in writing to the Clerk's office at least four weeks in advance of an event.
2. The Clerk shall review all requests, and if required, may make any appropriate amendments to the wording of the proclamation, which improves the structure and or intent of the requested proclamation.
3. Once a proclamation draft is completed, the Clerk shall list it for consideration on the next available agenda for Council's review and approval.
4. Upon approval, the proclamation may be signed by the Mayor and one copy of the signed proclamation provided to the applicant.

Upon approval by Council, the Clerk will forward the proclamation information to the Communications Department, who shall:

- Prepare a formal proclamation document, as required.

- Share the proclamation details on the Town's social media accounts.
Notification to the media and advertising is the responsibility of the applicant.

Flags – Half Mast

Flags are flown at the half-mast position as a sign of respect and condolence. The following policy statements and procedure shall guide how The Corporation of the Town of St. Marys considers half-masting of flags:

1. Flags flown at:
 - a) The Town Hall Cenotaph
 - b) Municipal Operations Centre
 - c) Pyramid Recreation Centre
 - d) Lind Sportsplex (seasonally, as applicable)
 - e) Fire Hall

Flags shall be lowered to half-mast position upon the death of the following persons:

- i. The Sovereign, or a member of the Royal Family related in the first degree to the Sovereign (spouse, son or daughter, father, mother, brother or sister);
- ii. The Governor General of Canada or Lieutenant Governor of Ontario;
- iii. A past or present Prime Minister of Canada;
- iv. A past or present Premier of Ontario;
- v. A past or present MP or MPP for the Town's riding;
- vi. A past or present member of Council for the Corporation of the Town of St. Marys;
- vii. Present day employees of the Town and present-day members of the volunteer Fire Department;
- viii. An individual whose death occurs while functioning as a municipal volunteer or agent;
- ix. As directed by proclamation from the Governor General of Canada or Lieutenant Governor of Ontario;

The Town of St. Marys may also half-mast in the following situations:

- i. Out of respect for an individual, solemn occasion, or other purpose not specifically identified in this section; or
 - ii. In instances of extraordinary significance as directed by Council, or the CAO where time is of the essence.
2. All flags will be flown at half-mast at municipal facilities in accordance with the National guiding principles found at www.canada.ca.

3. Where no specific guidance is provided regarding the length of time for flags to be at half-mast, flags shall remain at half-mast for a period of three (3) days commencing from the first full day after the notification of the death was received.
4. Should the requirement for half-masting of flags occur on a weekend or on a statutory holiday, the flags will be lowered on the first subsequent business day.
5. The flags at the Fire Hall may also be flown at half-mast in recognition of line-of-duty deaths of emergency service workers, at the discretion of the Fire Chief.

When a half-masting is approved, the Clerk shall:

- Notify the Building & Development Department and Communications staff of the need to half-mast the flags and provide all details regarding raising and lowering locations, length of half-masting, etc.
- As deemed required, coordinate a brief ceremony with the Mayor and/or members of Council

Upon receipt of that information, the Building & Development Department shall:

- Plan to half-mast on the appropriate dates

Communications staff shall:

- Share information about the half-masting and any accompanying ceremony through its channels (e.g., website, social media, newspaper, where appropriate)

Flags – Displaying Alternate Flags

Members of the public may request an alternate flag to be raised, provided their request is consistent with the Criteria established in this policy above. The following policy statements and procedure shall guide how The Corporation of the Town of St. Marys considers requests for raising alternate flags:

1. For the purpose of this policy, an “Alternate Flag” is a flag that is not one of the Canadian, Province of Ontario, or Town of St. Marys official flags. Examples of an Alternate Flag may include, but not be limited to: United Way, Canadian Red Cross, Alzheimer’s Society, Community Living, Scouts Canada, Pride Flag, and official flags of nations recognized by the Ministry of Foreign Affairs.
2. Any individual, organization, or community group whose intent for commemoration meets the criteria as set out in the Criteria Section in this policy may complete a request for an Alternate Flag raising, and shall be required to supply the following information at least four weeks in advance of the preferred flag raising date:
 - a. Organization name, contact information, website URL (if available)
 - b. Purpose of flag raising (cause or event that is being commemorated)
 - c. Preferred date/time for the flag raising ceremony
 - d. Image of the flag

- e. Names and titles of individuals who will attend the flag raising event, including names of individuals who will speak at the event.
 - f. Details about educational or ceremonial material that will be available at the flag raising event.
3. The Clerk will receive and approve all external and internal requests to raise an Alternate Flag, having regard to the criteria set out in the Criteria Section in this policy.
4. Requests may be processed in the order in which received and will be considered on a case-by-case basis.
5. When a request is approved, Alternate Flags shall be flown at the Town Hall Cenotaph in place of the Town of St. Marys flag, and in accordance with the National guiding principles found at www.canada.ca.
6. The Town will raise only one Alternate Flag at any time, and if more than one qualified request is received for the same time period, the timing will be at the Clerk's discretion.
7. Alternate Flags will be raised for a maximum of one week. The Town may extend this maximum for its own purposes.
8. An Alternate Flag shall be raised no more than once per calendar year. Organizations and community groups are required to submit their requests on an annual basis.
9. Organizations and community groups requesting to raise an Alternate Flag are required to provide the flag to be raised. The Town will not be responsible replacing damaged, tattered or stolen Alternate Flags.
10. The Town reserves the right to raise an Alternate Flag for any purpose deemed to be of interest or importance to the Town.
11. The Town recognizes the need to develop, promote, and organize innovative and proactive community engagement strategies to foster conversations in the community surrounding societal issues such as discrimination, cultural exclusions, and other challenges faced by historically disadvantaged peoples. To further promote the community of the Town of St. Marys as an inclusive space, the Alternate Flags listed below shall be raised at the Town Hall Cenotaph, Municipal Operations Centre, the Pyramid Recreation Centre, the Lind Sportsplex, and the Fire Hall:
 - a. The Pride flag is an international symbol of inclusivity and will be raised in the month of June each year to recognize the inclusive and diverse community represented by the Town of St. Marys; to acknowledge and respect all people regardless of their colour, race, religion, national or ethnic origin, age, sex, sexual orientation, gender identity or expression, or mental or physical disability.
 - b. A flag honouring Indigenous heritage and promoting Truth and Reconciliation will be raised in the month of September each year to recognize and promote the need for conversations in the community surrounding truth and reconciliation; to encourage the community to become further informed about the traditional lands, Treaties, and history and cultures of Indigenous peoples local to the region; and to commemorate the contributions of Indigenous peoples to Canada's history.

12. Council, or the CAO in situations where time is of the essence, may direct an Alternate Flag to be raised for any purpose deemed important to the Corporation of the Town of St. Marys.

When a request to raise an Alternate Flag is approved, the Clerk shall:

- Notify the Building & Development Department and Communications staff of the need to raise and lower flags and provide all details regarding raising and lowering locations, length of raising and lowering, etc.
- Coordinate a brief ceremony with the Mayor and/or members of Council, along with the individual or group that requested the raising (where appropriate)

Upon receipt of that information, the Building & Development Department shall:

- Plan to raise and lower on the appropriate dates

Communications staff shall:

- Share information about the flag raising and accompanying ceremony through its channels (e.g., website, social media, newspaper, where appropriate)

Lighting of Town Hall

Members of the public may request that Town Hall be lit in a specific colour, provided their request is consistent with the Criteria established in this policy above. The following policy statements and procedure shall guide how The Corporation of the Town of St. Marys considers requests to light Town Hall:

1. Any individual, organization, or community group whose intent for commemoration meets the criteria as set out in the Criteria Section above may complete a request to light Town Hall, and will be required to supply the following information at least four weeks in advance of the date(s):
 - a. Organization name, contact information, website URL (if available)
 - b. Purpose of lighting (cause or event that is being recognized)
 - c. Preferred date(s) for lighting
 - d. Colour(s) to be used
2. The Clerk will receive and approve all external and internal requests to light Town Hall, having regard to the Criteria as set out above in this policy.
3. Lighting requests will not be approved for personal or private occasions (such as birthdays or anniversaries) or for any request that does not meet the criteria set out in the Criteria Section above in this policy.
4. Requests may be processed in the order in which they are received and are considered on a case-by-case basis.
5. If more than one qualified request is received for the same time period, the timing will be at the Clerk's discretion.

6. The Town Hall will be illuminated for a maximum of one week per request. The Town may extend this maximum lighting time for its own purposes.
7. Town Hall shall be illuminated no more than once per calendar year per specific request. Organizations and community groups are required to submit requests on an annual basis.
8. Colour requests will be fulfilled as best as possible using the closest hue that can be achieved through the existing lighting that is provided.
9. The Town reserves the right to illuminate Town Hall for any purpose deemed to be of interest or importance to the Town.
10. Council, or the CAO in situations where time is of the essence, may direct that Town Hall be illuminated for any purpose deemed important to the Corporation of the Town of St. Marys.

When a request to light Town Hall is approved, the Clerk shall:

- Notify the Building & Development Department and Communications staff of the need to illuminate the Town Hall and provide all details regarding lighting colour, length of lighting, etc.

Upon receipt of that information, the Building & Development Department shall:

- Plan to illuminate the building for the required dates and times

Communications staff shall:

- Share information about the lighting through its channels (e.g., website, social media, newspaper, where appropriate)

Downtown Banner Program

The downtown banner program is reserved for Town purposes as part of its strategy to organize innovative and proactive community engagement campaigns. Currently, these spaces are reserved for Town purposes, including:

- Pride banners
- Tourism/Economic Development banners
- Remembrance Day banners

Mayoral Certificates

Members of the public may request a certificate from the Mayor to commemorate significant birthdays, anniversaries, and other achievements. Certificate requests are managed by Communications staff. Upon receiving a certificate request, Communications staff shall:

- Prepare the certificate using details provided by the Mayor or member of the public
- Print and frame the certificate
- Mail the certificate or arrange for pick up or delivery

Tree Donation Program

Members of the public may donate funds toward tree planting efforts in the Town of Marys to commemorate an individual or group. Donors are given an acknowledgement certificate and can purchase a plaque that shall be placed along the walking trail in the memorial forest.

The Tree Donation Program is administered by the Public Works Department and governed by the Town's Tree Donation Program Policy, as amended (PW-P-7181).

Commemorative Benches

Commemorative bench donations will be accepted at the discretion of the Director of Public Works from service clubs and other not for profit organizations, provided that the purpose of their commemoration meets the Criteria set out in this policy. Donated benches must meet the Town's design guidelines and established accessibility requirements. Benches will be accepted in situations where they compliment an existing Town amenity.

Upon accepting a donated bench, the Town will become the owner of the bench, and there shall be no possessory interest of the donee. The Town will perform regular and customary maintenance to donated benches for the duration of their lifecycle but will not replace donated benches at end of life.

Bench donations will not be accepted from private individuals. Persons seeking to commemorate a private purpose shall be referred to the Tree Donation Program.

Additional/alternative commemoration options

A commemoration request may be denied because:

- The timing of the request conflicts with another request that has already been approved.

In such a case, provided the request meets the criteria set out in the Criteria Section above in this policy, other options for commemoration may include:

- A stand-alone post on the Town's social media accounts
- A photo opportunity for the St. Marys Independent and Stonetown Crier e-newsletter
- A message shared on the Town's electronic signs (at the Pyramid Recreation Centre and St. Marys Fire Hall)

Requests for additional or alternative commemorations should be directed to Communications staff, who will use their discretion to determine the best option for sharing the information.

Communication

A copy of this policy will be saved to the Company drive.

Training

Team Members will receive training on this policy during new hire orientation.

References

- Tree Donation Program Policy (PW-P-7181)

End of Document

Rev #	Date	Reason	Initiated	Reviewed	Approved



FORMAL REPORT

To: Mayor Strathdee and Members of Council

Prepared by: Jenna McCartney, Clerk

Date of Meeting: 23 May 2023

Subject: **ADMIN 35-2023 Municipal Law Enforcement Officers Appointment (HSKWSP)**

PURPOSE

The purpose of this report is to present information regarding the appointment of animal control officers from the Humane Society of Kitchener Waterloo and Stratford Perth (the “HSKWSP”) as municipal law enforcement officers in St. Marys. Council is being asked to consider this appointment for enforcement related to the animal control by-law.

RECOMMENDATION

THAT ADMIN 35-2023 Municipal Law Enforcement Officers Appointment (HSKWSP) report be received; and

THAT Council consider By-law 58-2023, being a by-law to appoint animal control officers as municipal law enforcement officers in the Town of St. Marys.

BACKGROUND

Since September 2020 the HSKWSP has been providing animal control services for the Town of St. Marys. The initial interim agreement was entered into for a period between September 2020 to December 2020. Following the interim agreement, a 3-year agreement was approved by Council through by-law 58-2021.

During consultation with HSKWSP, it was identified that the animal control by-law 39 of 2008 required revisions to ensure enforcement of animal control in St. Marys. Council has now considered By-law 56-2023 for animal control at the May 23, 2023, regular Council meeting. As such, with the passing of the animal control by-law, the appointment of municipal law enforcement officers is a housekeeping matter to ensure authority is provided.

REPORT

The HSKWSP employs animal control officers that provide enforcement of animal control throughout the municipalities it serves. The general position of animal control officer must be appointed by by-law to have the authority to act as municipal law enforcement officers in the Town of St. Marys.

Staff will be able to continue to direct all complaints or concerns to HSKWSP for investigation.

FINANCIAL IMPLICATIONS

The cost for animal control services provided by HSKWSP has been included in the municipal 2023 budget. There is no further cost associated with the appointment of municipal law enforcement officers.

SUMMARY

The HSKWSP has been providing animal control services within the Town of St. Mary since September 2020. In collaboration with the HSKWSP, it was identified that the animal control by-law required revisions to ensure enforcement of animal control. As Council has now considered By-law 56-2023 being a by-law for animal control, the appointment of municipal law enforcement officers will permit by-law enforcement related to animal control.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED


None.

ATTACHMENTS

By-law 58-2023 has been attached to the By-law section of the agenda

REVIEWED BY

Recommended by:



Jenna McCartney
Clerk

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Building and Development
Date of Meeting:	23 May 2023
Subject:	DEV 26-2023 May Monthly Report (Building and Development)

RECOMMENDATION

THAT DEV 26-2023 May Monthly Report (Building and Development) be received for information.

DEPARTMENTAL HIGHLIGHTS

Building

- Please see Attachment A for building permit and inspection details.
- Building Inspector and Public Works and Building Assistant working to close out older permits, and complete backlogged inspections.
- Policy review regarding the handling of property standards and building complaints is ongoing.
- Onboarding of new contracted service by-law enforcement officer. Two (2) active property standards complaints in progress.

Planning – Applications

Miscellaneous	
Pre-Consultation for Planning Applications	<ul style="list-style-type: none"> • One (1) pre-consultation meetings held between April 18, 2023 and May 9, 2023.
Zoning Compliance Letters and Releases	<ul style="list-style-type: none"> • Two (2) Zoning and Compliances letters issued between April 16, and May 9, 2023. Total of four (6) Zoning and Compliance letters issued in 2023. • One (1) Subdivision Agreement Release issued, total of two (2) releases issued.
Minor Variances	
446 Queen Street West (A02-2023)	<ul style="list-style-type: none"> • Application for Minor Variance being considered regarding exterior side yard setbacks and landscape open space. • Applicant to submit additional materials for the Application to be deemed complete.
275 Victoria Street (A00-2023)	<ul style="list-style-type: none"> • Application for Minor Variance being considered regarding front yard setbacks.

	<ul style="list-style-type: none"> Application being reviewed for completeness.
Severances	
	<ul style="list-style-type: none"> No new applications.
Official Plan (OPA) and Zoning By-law (ZBLA) Amendments	
	<ul style="list-style-type: none"> No new applications.
Site Plan Agreement	
665 James Street North (Apartment Building)	<ul style="list-style-type: none"> Application for Site Plan Agreement received on September 21, 2021 Site Plan Agreement has been approved by CAO, and signed by the Applicant.
925 Queen Street East (Storage Building)	<ul style="list-style-type: none"> Application for Site Plan Agreement received. Comments returned to the Applicant the week of February 14, 2022.
275 Victoria Street (Building Expansion)	<ul style="list-style-type: none"> Application for Site Plan Agreement received on September 15, 2022. Supplementary materials submitted to the Town late-April. Town staff are working with the Applicant to bring the application to completeness and undertake technical review. Minor Variance Application to address front yard setbacks, and a Consent to Sever Application for lot line adjustments will be required to facilitate the proposed development.
60 Road 120 (Storage Containers)	<ul style="list-style-type: none"> Application was on hold. Town staff and Applicant are working together to prepare a new site plan agreement to include the re-zoned lands.
Subdivision Agreements / Draft Plan of Condominium	
165 Egan Avenue	<ul style="list-style-type: none"> Application received for vacant land condominiums; Town staff have reviewed the application and asked the Applicant to provide additional detail. Applicant provided supplementary material on March 16, 2023. Town staff are reviewing the documents to determine application completeness.
275 James Street South (DPC 01-2023)	<ul style="list-style-type: none"> Application for Draft Plan of Condominium (DPC) approved by Council. Notice of Decision has been released, and Draft Conditions provided to the Applicant. No appeals received.
Community Improvement Plan (CIP)	
Pre-Consultations for Community Improvement Plan:	<ul style="list-style-type: none"> Two (2) pre-consultation meetings held between April 15 and May 9, 2023.

Approved CIP Applications:	<p>127 Queen Street East (CIP-02-2023)</p> <ul style="list-style-type: none"> • Approved for the (a) Commercial Conversion Agreement and (b) Building and Site Improvement Grant <p>6 Water Street South (CIP-03-2023)</p> <ul style="list-style-type: none"> • Approved for (a) Façade and Signage Improvement Grant and (b) Building and Site Improvement Grant <p>36 Water Street South (CIP-04-2023)</p> <ul style="list-style-type: none"> • Approved for (a) Façade and Signage Improvement Grant and (b) Building and Site Improvement Grant <p>147 Queen Street East (CIP-05-2023)</p> <ul style="list-style-type: none"> • Approved for Façade and Signage Improvement Grant
Allotment	<ul style="list-style-type: none"> • Total of \$40,087.03 of \$50,000 has been allocated (\$9,913 remains) • Community Improvement Plan: \$30,093.03 • Heritage Grant: \$9,994.00

Planning – Strategic Projects

- Official Plan Approval
 - MMAH provided notice to the Town in fall of 2022 that there will be a delay on the approval of the Town's Official Plan (OP). The pause is to ensure that all new OPA's and MZO's have the policies of Bill 109 and potential policies of Bill 23 included in them.
- Affordable Housing Strategies
 - Reporting back to Council in June on the strategies provided to Council in February 2023.
 - Reviewing potential amendments to the Community Improvement Plan.
 - Working with the Finance Team to update procurement policies.
 - Starting to prioritize future sites for attainable housing.
 - Meeting with attainable housing organizations to get a better understanding of what they are interested in as far as land parcels.
- Staff continue to participate in webinar and learning sessions regarding the new regulations imposed by Bill 23. Staff anticipate that a few policies will need to be amended to account for these changes.
- Policy review regarding the handling of planning complaints is ongoing.

Facilities – Operational

- Seasonal Staff – interviews have been held and successful candidates will be notified by March 8th. These two new contract workers will start work April 17th.
- Facility Annual Fire System inspections completed by Chubb Fire at the MOC, Town Hall, Library, Museum, Via, Fire Hall, Cemetery, and the Landfill. Deficiency lists have been completed for each facility. Work has been scheduled.
- Cemetery – Alarm monitoring panel has not been functioning properly. The weekly test call has not been transmitting. Staff have requested that the land line panel be replaced with a cell panel to fix the issue. The replacement quote has been approved and work has been scheduled.

- Train Station – Working with the Tourism & Economic Development Manager, a new sign has been ordered for the Queen St & James St intersection. Installation completed.
- Lind Sportsplex – the building has been cleaned and prepared for summer operations.
- Fire Hall – Accessible door opening has been replaced in the administration side of the building. The existing motion activated opener had failed and was not operating properly. A new unit was required to repair the issue.

Facilities – Capital

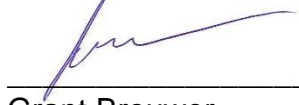
- Town Hall First Floor Renovation – more accurate budget figures are being acquired.
- Town Hall Slate Roof Replacement – Work has commenced on the project. Robertson Restoration have removed all the old slate and started installation of the new slate. During investigation of the roof, it was determined a new drip edge detail was required and that the two east chimneys require pointing. These two change orders have been approved.
- Fire Siren Installation RFQ 2023 – has been awarded to Forman Electric by Council. The siren installation to be completed the week of May 9th. Testing took place on Friday May 12th and is now operational.
- Library CEO Office – Final documents were received from Engineer. RFQ document has been written and posted. The site tour is scheduled for April 19th. Closing occurs on May 3rd. Contract has been awarded. Awaiting signing of contract with scheduling of the work to follow shortly thereafter.
- Train Station Interior & Exterior Painting – RFQ has been written, updating painting colors and awaiting scheduling window to complete document.
- Lind Roof Restoration – RFT documents posted. The site tour occurred on April 11 with 4 vendors attending. Closing to occur on April 26th.
- MOC Roof Restoration -RFT written, Site tour occurred on May 8th with 5 vendors attending. Closing to occur on May 17th.
- Cemetery Office Roof Replacement – RFT documents posted. The site tour occurred on April 11 with 4 vendors attending. Closing to occur on April 26th. Council report written for May 23 meeting.
- Town Hall Artistic Lighting – RFP written, and documents posted. Closing to occur on May 3rd. There were zero submissions for this project. Staff have been in contact with a couple of the vendors that acquired the bidding documents to find out why they did not submit a quote.
- Lind Sportsplex Painting – RFQ document has been posted. The site tour occurred on April 5th with 3 vendors attending. Closing to occur on April 19th. Project has been awarded and scheduling of the work to follow.
- Cadzow/Kin Pavilion Camera Installation – Two cameras have been installed at Cadzow Pavilion and two cameras installed a Kin Pavilion. These cameras have been connected to the existing camera system for the Town Buildings. These cameras were installed to help battle vandalism at these sites. Video Surveillance signage has been installed at both sites.

SPENDING AND VARIANCE ANALYSIS

Nil

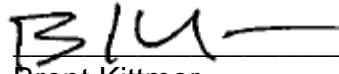
REVIEWED BY

Recommended by the Department



Grant Brouwer
Director of Building and Development

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



Attachment A: Building Department Monthly Summary

Building and Development Services Department

Table 1. Monthly Totals (as of May 1, 2023)

Yearly Dwelling Unit Break Down

Year	Building Permits	Year to Date	Dwelling Units for the Month	Year to Date	Single Family Dwelling	Semi Detached	Townhouse Unit	Accessory Dwelling Units	Apartment unit
2023	14	31	3	9	1	4	4	0	0
2022	144	144	0	55	17	4	28	3	3
2021	162	162	0	72	20	4	42	6	0

Table 2. Annual Totals

Year	Building Permits	Dwelling Units	Construction Value
2023	31	9	\$ 11,093,930.00
2022	144	55	\$ 33,148,700.00
2021	162	72	\$ 42,174,405.00
2020	166	72	\$ 38,801,203.00
2019	134	52	\$ 16,751,000.00
2018	172	53	\$ 22,875,651.00
2017	168	36	\$ 18,825,719.00
2016	120	38	\$ 14,244,002.00

There were **41** appointments made this month from the Building Department.

The Building Department presently has **8** permits waiting for payment.

The Building Department presently has **2** permits under review.

The Building Dept presently has **7** new permit applications waiting to be transferred to "in review" (Permits in this section have outstanding documentation)

There were **20** inspections on properties with old outstanding permits

FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	23 May 2023
Subject:	DEV 27-2023 - Part Lot Control Application, 167-173 Hooper Street, Block 50, Registered Plan 44M-79 – Thames Crest Farms Subdivision – Bickell Built Homes Ltd.

PURPOSE

The purpose of this report is to provide Council with a summary and recommendations pertaining to the Application for Part Lot Control for Block 50 of Registered Plan 44M-79.

RECOMMENDATION

THAT DEV 27-2023 regarding the Application for Part Lot Control for Block 50 of Registered Plan 44M-79 be received; and

THAT Council consider By-law 53-2023, being a part lot control affecting Block 50 of Registered Plan 44M-79 for a one-year period, ending May 23, 2024.

BACKGROUND

Part lot control is a power used by public authorities to prohibit a property owner from conveying a part of a lot from a registered plan of subdivision without approval from the appropriate authority. Section 50(7) of the *Planning Act* provides Council with the authority to exempt or suspend part lot control on parcel(s) of land to allow for further land division by passing a by-law which is registered on title. Exemptions from part lot control are typically requested for semi-detached and townhouse lots due to the difficulty in building common walls between dwelling units precisely along property lines. An exemption from part lot control allows for lot lines to be fixed along the common walls of built foundations/walls.

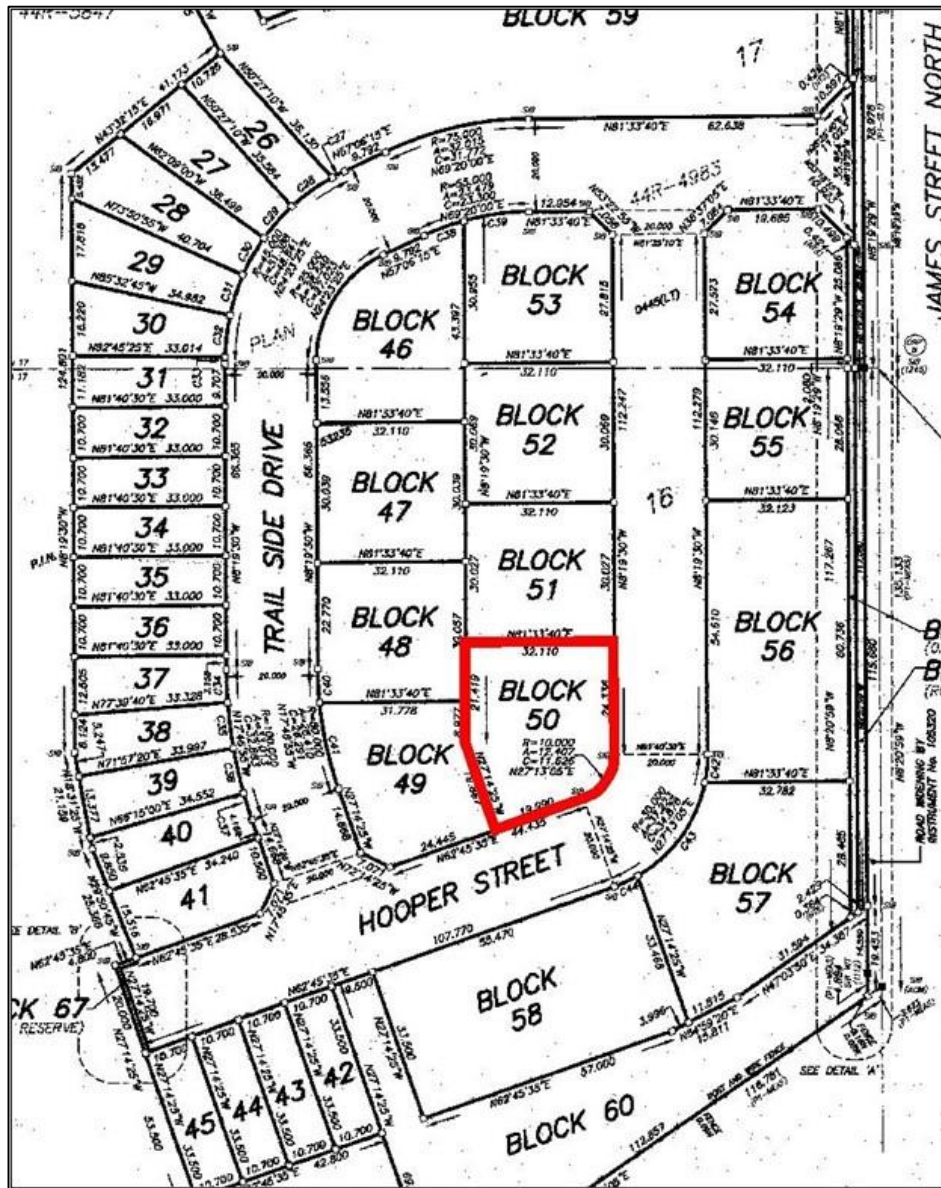
Council has approved policies for the implementation of exemption from part lot control under certain circumstances, including the creation of parcels for semi-detached dwellings. Each by-law must include a lapse date to ensure part lot control is re-instated on the properties.

On June 23, 2021, Plan of Subdivision 44M-79 was registered to create 45 single-detached residential lots, 13 townhouse blocks, two park blocks (one for parking) and a storm water management block.

REPORT

An Application for Part Lot Control has been received seeking to subdivide this block for the purposes of building townhouse units along common party walls. The Application is for Block 50 in Plan 44M-79 as shown on Figure 1 for the creation of a total of four townhouse lots.

Figure 1 – Block 50 on 44M-79



Block 50 is designated Residential in the Official Plan and zoned “Residential Zone Five (R5-11)” according to the Town’s Zoning By-law which permits semi-detached dwellings.

Provincial and local policies were considered and implemented through the registration of the plan of subdivision and approval of zoning. An exemption to part lot control allows for orderly and appropriate development of this plan of subdivision. The requests are consistent with Council’s procedures and part lot control implementation guidelines.

FINANCIAL IMPLICATIONS

\$1,085 Part Lot Control Fee per Application

SUMMARY

An exemption from part lot control does not involve a public process under the *Planning Act* and as such, public notification is not required.

As the Application meets the requirements for part lot control exemption and constitutes good planning, it is recommended that Council approve By-law No. 53-2023 to exempt part lot control for Block 50 of Registered Plan 44M-79, for a period of one year.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

N/A

ATTACHMENTS

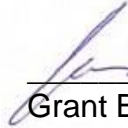
- 1) General Location Map
- 2) Registered Plan 44M-79
- 3) Plan 44R-6122 for Block 50
- 4) Draft By-law 53-2023 listed in the By-law section of the agenda

REVIEWED BY

Recommended by the Department

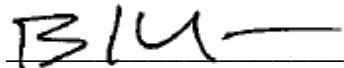


Mark Stone
Planner



Grant Brouwer
Director of Building and Planning

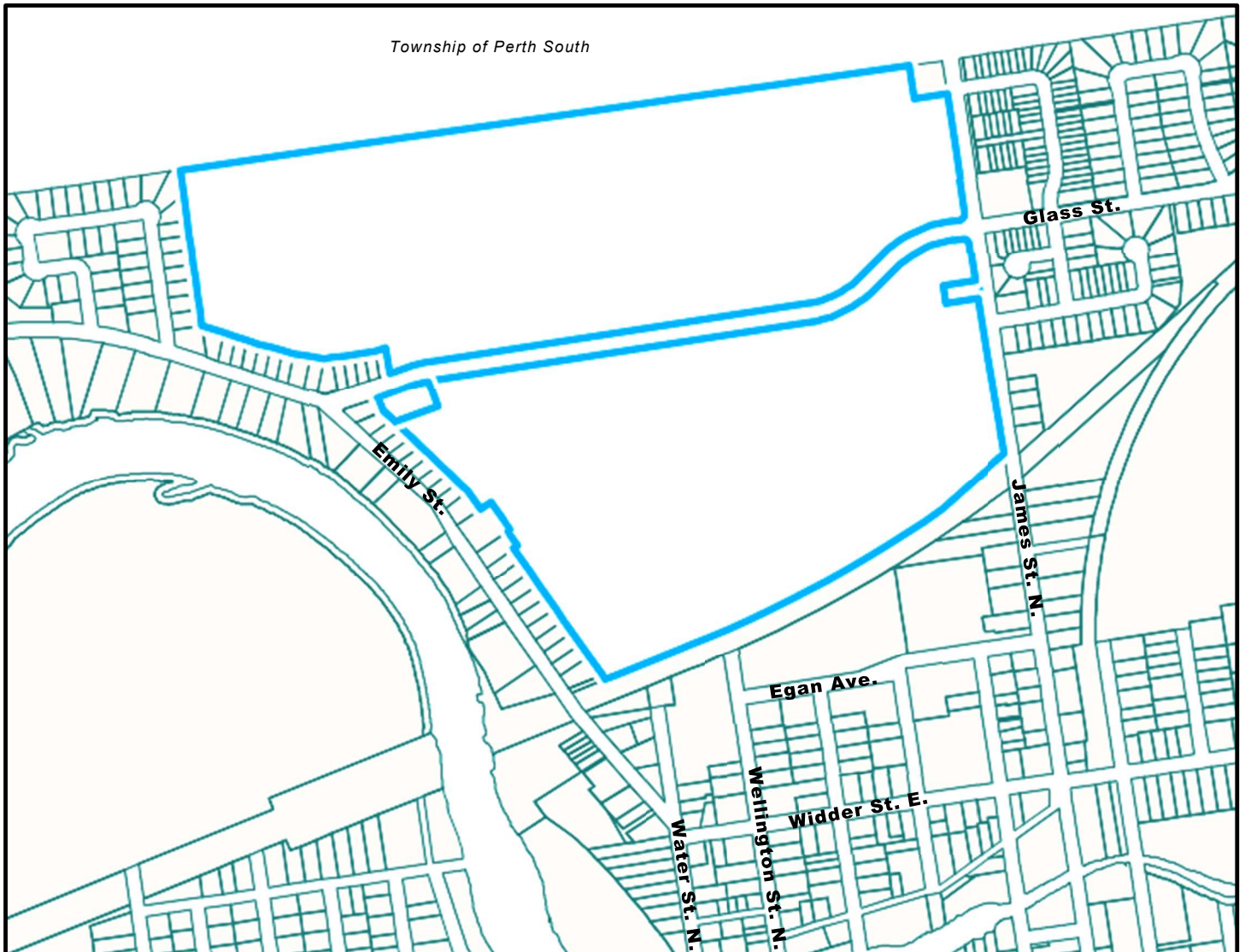
Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

GENERAL LOCATION MAP

Part Lots 15 and 16, Concession 17
and Part Lot 15, Thames Concession
Town of St. Marys



Total Landholding



May 14, 2019

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND
REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF
PERTH (No. 44) AT 14:37 O'CLOCK ON THE
23rd DAY OF JUNE, 2021 AND
ENTERED IN THE REGISTER(S) FOR P.I.N.s 53235-0443(LT)
AND 53235-0443(LT) AND THE REQUIRED CONSENTS
ARE REGISTERED AS PLAN DOCUMENT No.
PC193063

MLB
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE

THIS PLAN COMPRISES PART OF P.L.N.# 53235-0443(17) 53235-0445(17).	
LOTS/BLOCK/STREET:	COMPRISE PART/ALL OF:
ALL OF LOTS 1 TO 14 (INCLUSIVE) AND ALL OF BLOCKS 83 AND 84	PART OF P.L.N. 53235-0443
ALL OF LOTS 15 TO 45 (INCLUSIVE), ALL OF BLOCKS 46 TO 61 (INCLUSIVE), ALL OF BLOCKS 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 84	

PLAN OF SUBDIVISION
OF
PART OF LOTS 15 AND 16
CONCESSION 17
(GEOGRAPHIC TOWNSHIP OF BLANSHARD)
NOW IN THE
TOWN OF ST. MARYS
COUNTY OF PERTH
SCALE: 1:750
0 3 6 9 12 15 18 21 24 27 30 33 36 39 42 45 METERS
MTE OILS LTD.
ONTARIO LAND SURVEYORS

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

LEGEND

Q	DENOTES PLANTED MONUMENT
	DENOTES FOUND MONUMENT
SIB	DENOTES STANDARD IRON BAR
	DENOTES IRON BAR
OU	DENOTES ORIGIN UNKNOWN
NTS	DENOTES NOT TESTED
	DENOTES WITNESS
MEAS	DENOTES MEASURED
1112	DENOTES A.M. MacDONALD, O.L.S.
1245	DENOTES DONALD M. McNEEL LIMITED, O.L.S.
	DENOTES DONALD M. McNEEL LIMITED, O.L.S.
AGM	DENOTES ARCHIBALD, GRAY & McRAY, O.L.S.
MTE	DENOTES MTE OLS LTD.
P1	DENOTES PLAN 648-4983

NOTES:
ALL PLANTED BARS ARE IRON BARS UNLESS OTHERWISE NOTED

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM SPECIFIED CONTROL POINTS
01018890468 AND 01018890470, UTM ZONE 12, NAD83 (ORIGINAL).

DISTANCES ON THIS PLAN ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99955080.

SPECIFIED CONTROL POINTS (SCPs) AND OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (ORIGINAL) COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.G. 216/10

POINT ID	NORTHING	EASTING
SDP 01018890469	4791643.33	488601.32
SDP 01018890470	4790938.27	489278.00

GRP A	4790690.03	488578.14
GRP B	4790633.76	486730.27

COORDINATES CANNOT, IN THEMSELVES, BE USED TO

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT

1. LOTS 1 TO 45 BOTH INCLUSIVE, BLOCKS 46 TO 61 BOTH INCLUSIVE, TH STREET, NAMELY HOOPER STREET AND TRAIL SIDE DRIVE, STREET WIDENINGS, NAMELY BLOCKS 62 AND 63, AND RESERVES, NAMELY BLOCK 64 TO 67 BOTH INCLUSIVE HAVE BEEN LAID OUT IN ACCORDANCE WITH

2. THE STREETS AND STREET WIDENINGS ARE DEDICATED AS PUBLIC HIGHWAYS TO THE CORPORATION OF THE TOWN OF ST. MARYS.

DATED THE 10th DAY OF June, 2021.
THAMES CREST FARMS LIMITED

I HAVE THE AUTHORITY TO
BIND THE CORPORATION

ALBERT E. BROWN, JR.
PRESIDENT

SURVEYOR'S CERTIFICATE:
I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 18TH DAY OF MAY, 2021.

11/15

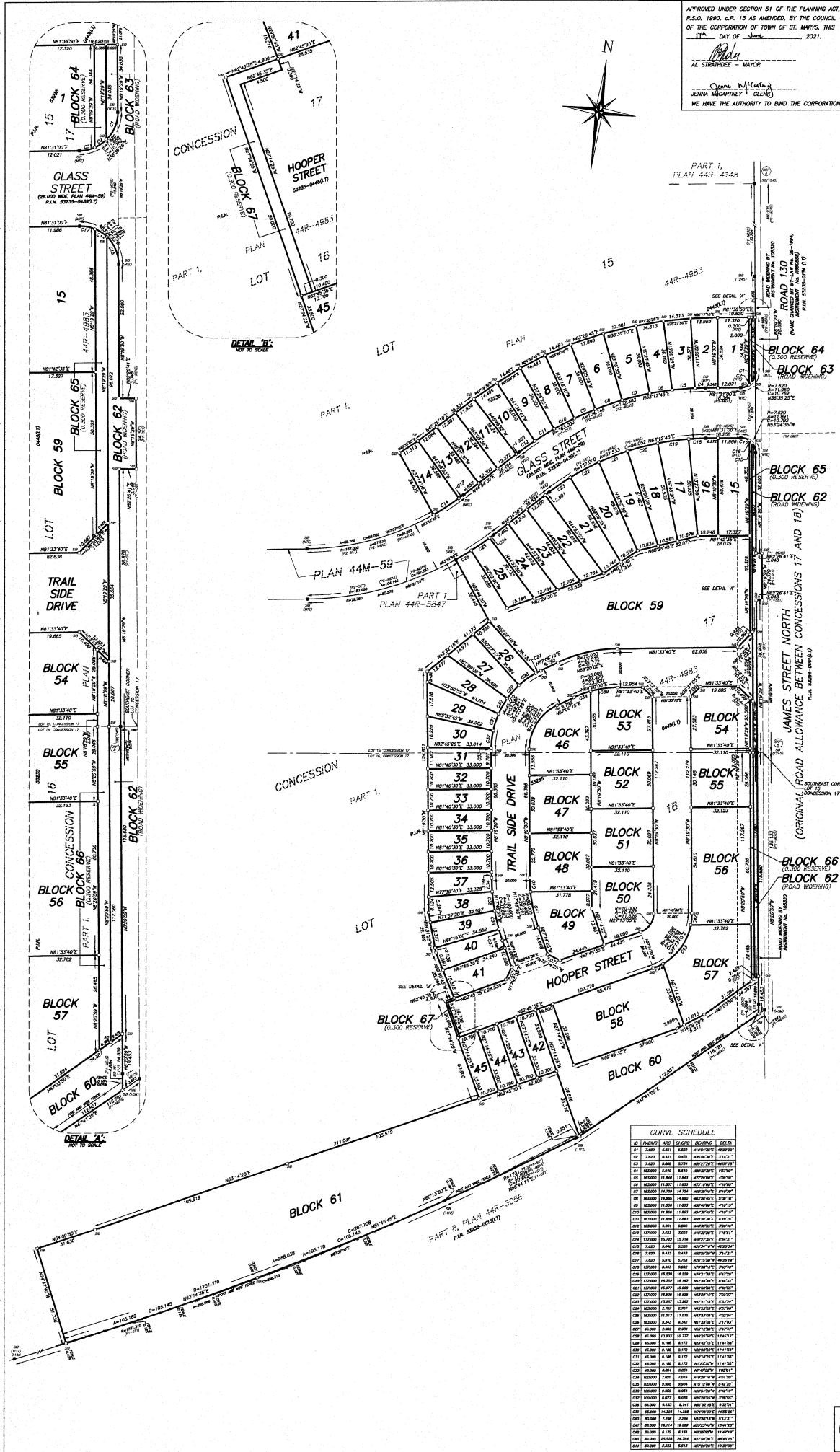
June 10 2021
DATE

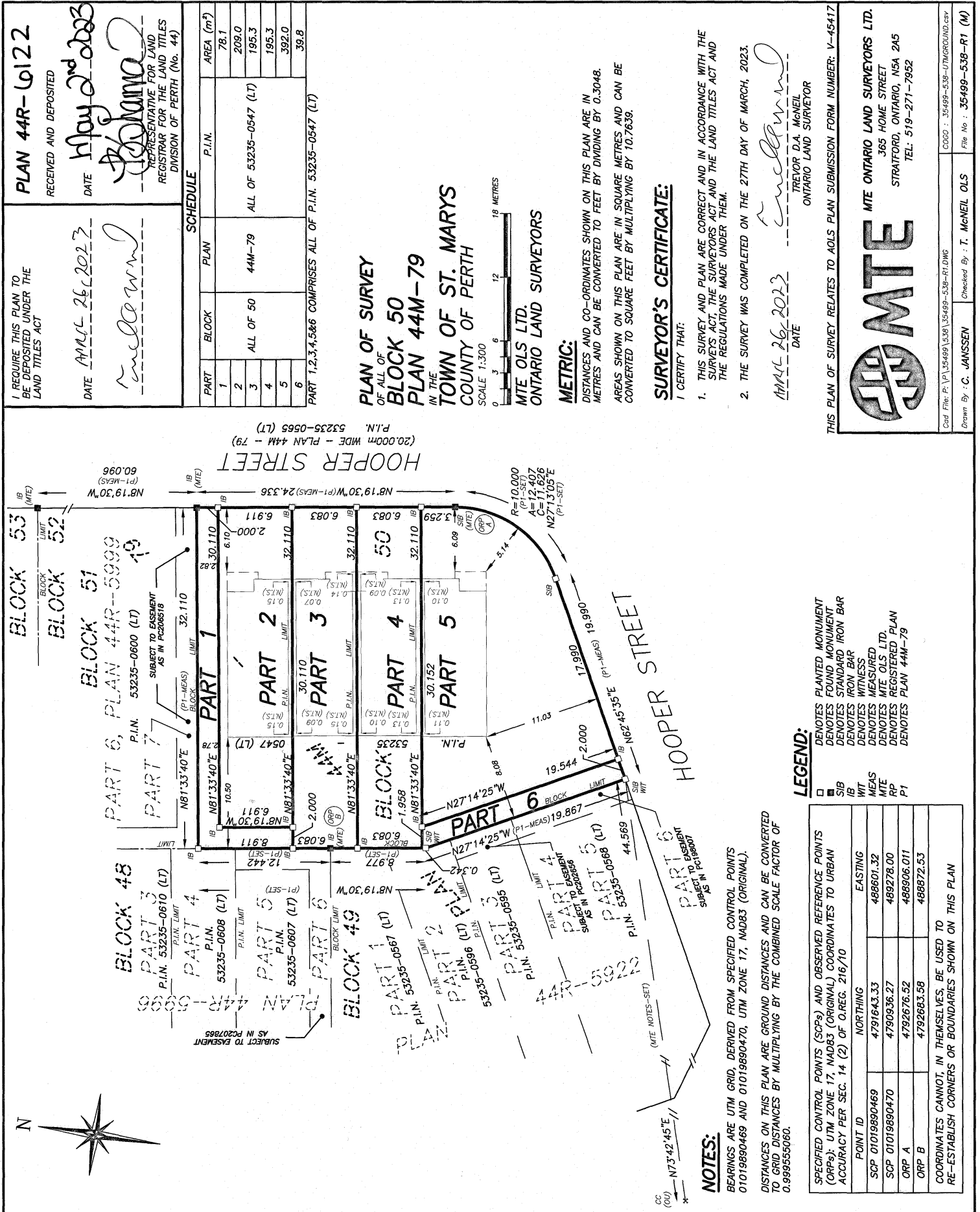
PETER G. MORETON
ONTARIO LAND SURVEYOR

MTE MTE ONTARIO LAND SURVEYORS LTD.
520 KINGMAN'S CENTRE DRIVE

Page 59 of 16

File #	35400-214-07MGRIND A
Checked By	P. MORETON, CLS
File No	35400-214-SB70





FORMAL REPORT

To:	Mayor Stratthdee and Members of Council
Prepared by:	Mark Stone, Planner
Date of Meeting:	23 May 2023
Subject:	DEV 28-2023 - Part Lot Control Applications, Lots 6 and 7, Registered Plan 44M-86 – 2231872 Ontario Inc.

PURPOSE

The purpose of this report is to provide Council with a summary and recommendations as it pertains to the Applications for Part Lot Control for Lots 6 and 7 of Registered Plan 44M-86.

RECOMMENDATION

THAT DEV 28-2023 regarding the Applications for Part Lot Control for Lots 6 and 7 of Registered Plan 44M-86 be received;

THAT Council approve By-law 54-2023 affecting Lot 6, Registered Plan No. 44M-86 for a one-year period, ending May 23, 2024; and,

THAT Council approve By-law 55-2023 affecting Lot 7, Registered Plan No. 44M-86 for a one-year period, ending May 23, 2024.

BACKGROUND

Part lot control is a power used by public authorities to prohibit a property owner from conveying a part of a lot from a registered plan of subdivision without approval from the appropriate authority. Section 50(7) of the *Planning Act* provides Council with the authority to exempt or suspend part lot control on parcel(s) of land to allow for further land division by passing a by-law which is registered on title. Exemptions from part lot control are typically requested for semi-detached and townhouse lots due to the difficulty in building common walls between dwelling units precisely along property lines. An exemption from part lot control allows for lot lines to be fixed along the common walls of built foundations/walls.

Council has approved policies for the implementation of exemption from part lot control under certain circumstances. Each by-law must include a lapse date to ensure part lot control is re-instated on the properties.

On July 14, 2022, Plan of Subdivision 44M-86 was registered to permit the development of 52 residential dwelling units (8 semi-detached, 6 street townhouse, 8 dwelling units in 2 'attached duplex' buildings, 30 vacant land condominium townhouses).

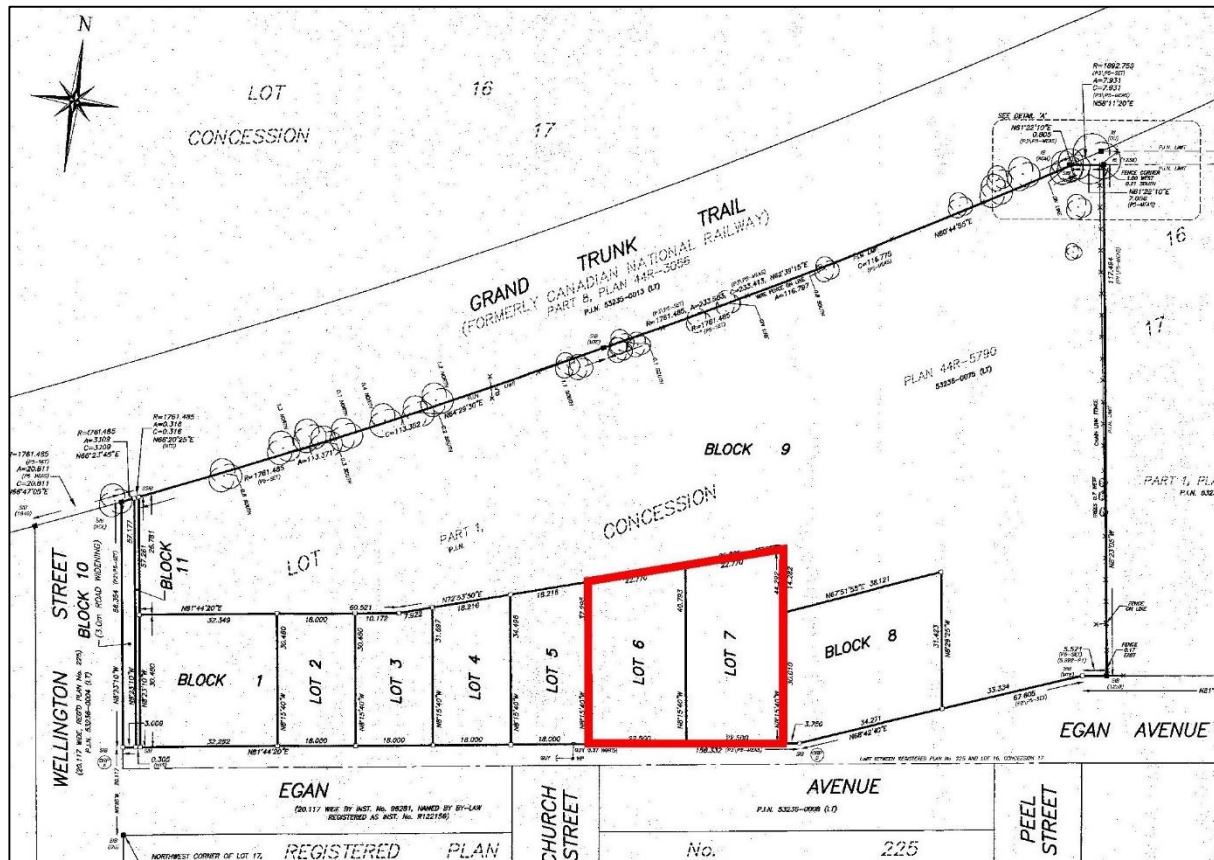
REPORT

Two applications for Part Lot Control have been received seeking to subdivide these lots for the purposes of building attached duplex buildings along common party walls. The Applications are for Lots 6 and 7 in Plan 44M-86 as summarized in Table 1 and shown on Figure 1.

Table 1 - Summary of Applications

44M-86, Lot	Owner	Number of Proposed Attached Duplex Lots
6	2231872 Ontario Inc.	2
7	2231872 Ontario Inc.	2

Figure 1 – Lots 6 and 7, 44M-86



Lots 6 and 7 are designated Residential in the Official Plan and zoned “Residential Zone Four (R4-12)” according to the Town’s Zoning By-law which permits attached duplex dwellings.

Provincial and local policies were considered and implemented through the registration of the plan of subdivision and approval of zoning. An exemption to part lot control allows for orderly and appropriate development of this plan of subdivision. The requests are consistent with Council’s procedures and part lot control implementation guidelines.

FINANCIAL IMPLICATIONS

\$1,085 Part Lot Control Fee per Application

SUMMARY

An exemption from part lot control does not involve a public process under the *Planning Act* and as such, public notification is not required.

As the Applications meet the requirements for part lot control exemption and constitute good planning, it is recommended that Council approve By-law Nos. 54-2023 and 55-2023 to exempt part lot control for Lots 6 and 7 of Registered Plan 44M-86, for a period of one year.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

N/A

ATTACHMENTS

- 1) General Location Map
- 2) Registered Plan 44M-86
- 3) Plan 44R-6090 for Lots 6 and 7
- 4) Draft By-laws 54-2023 and 55-2023 listed in the By-law section of the agenda

REVIEWED BY

Recommended by the Department

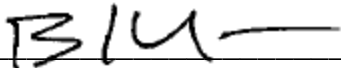


Mark Stone
Planner



Grant Brouwer
Director of Building and Planning

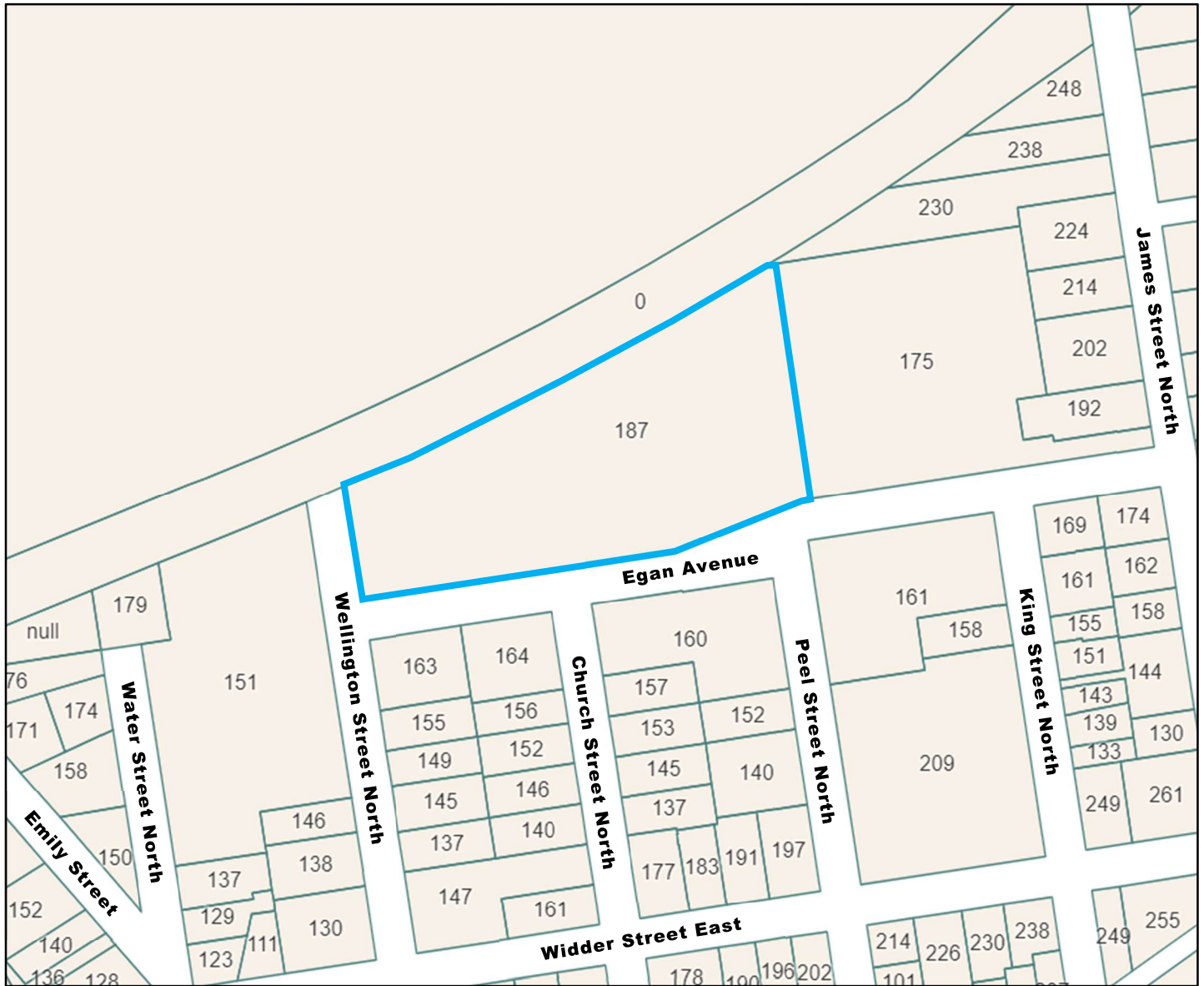
Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

GENERAL LOCATION MAP

187 Wellington Street North
Part Lot 16, Concession 17 Blanshard
Town of St. Marys



Subject Lands



July 9, 2020

NOTES:

PROCUREMENT AWARD

To:	Mayor Stratthdee and Members of Council
Prepared by:	Ray Cousineau, Facilities Manager
Date of Meeting:	23 May 2023
Subject:	DEV 29-2023 Lind Sportsplex Roof Restoration

PROJECT DETAILS

This project involves the installation of a non fibre, asphalt base aluminum roof coating in worn areas of the Lind Sportsplex, and repairs of any blisters or lifting seams of the existing roof system.

The installation of the aluminum coating helps preserve the existing roof surface and reduces under roof temperatures to create a more pleasant interior work environment that is less costly to maintain. This reduces the heat loads within the building's interior while reducing the HVAC running times required to cool the building. In 2017, the Lind Sportsplex roof was restored with a new membrane and UV protectant Aluminum coating. The work included cutting out and replacing all areas with wet insulation. As well as replacing metal coping caps and counter flashings around the roof perimeter edges and curbs. The installation of the aluminum coating will help protect the membrane from UV rays and extend the life of the roof.

RECOMMENDATION

THAT DEV 26-2023 Lind Sportsplex Roof Restoration report be received; and,

THAT the procurement for RFT-DEV-22-2023 Lind Roof Restoration be awarded to Keller Roofing & Sheet Metal Inc. for the procured price of \$56,251.40, inclusive of all taxes and contingencies; and,

THAT Council approves a variance to be incurred in the delivery of this project as identified in DEV 26-2023 report, to be funded from Capital account; and,

THAT Council consider By-Law 61-2023, being a by-law to authorize the Mayor and the Clerk to sign the associated agreement with Keller Roofing and Sheet Metal Inc.

PROCUREMENT SUMMARY

A procurement document was administered for the above noted project. Three (3) bids were received with the lowest bid at \$83,394.00 inclusive of HST (see tender opening attached). The budget for this project is \$35,000.00.

Staff engaged in negotiation with the lowest bidder as per the Town's Purchasing Bylaw. During the negotiation process with the lowest bidder, staff considered the specific requirements for the roof of the Lind Sportsplex. While the original request called for 2 coats of aluminium reflective coating, it was discovered that the roof already had a previous coating applied. In this case, the original coating would serve as the base coat, and the new topcoat would be applied to renew the protective layer.

As a result, the material cost for the project would be reduced since only the topcoat would need to be applied. This reduction in material cost would also lead to a corresponding reduction in labor cost. However, it is important to note that the work required to fix certain areas of the roof, as well as the cleaning and preparation of the roof to receive the new repairs and coatings, are still required.

Therefore, the cost savings would not be a straightforward 50% reduction based on the number of coats. The savings would depend on the specific scope of work required to fix the roof areas and prepare it for the new coatings.

The following is a summary of the procurement results identifying the newly negotiated price (attached to this report), as well as a recommendation for a successful proponent:

Procurement Information	Details and Results
Procurement Title:	RFT-DEV-22-2023
Tender Closing Date:	Wednesday, April 26, 2023
Number of Bids Received:	Three (3)
Successful Proponent:	Keller Roofing & Sheet Metal Inc
Approved Project Budget:	\$35,000.00
Cost Result – Successful Bid (Inclusive of HST):	\$56,251.40 (after negotiation)
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$50,656.13
Project Over-budget (Net of HST)	\$15,656.13

The procurement document submitted by Keller Roofing & Sheet Metal Inc. was found to be complete, contractually acceptable, and ultimately provided the best value for the municipality. As such, staff recommends award of the project to Keller Roofing & Sheet Metal Inc.

The additional funds for this project will be offset by the savings from other Capital Projects that are coming under budget. The Town Hall Roof project was budgeted at \$600,000 and the project actual costs will be around the \$500,000 area. Creating a surplus of roughly \$100,000. Awarding the Lind Roof Project the additional funds will not increase the Capital Budget due to these savings.

FINANCIAL IMPLICATIONS

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

01-9163-6990 (budgeted)	\$35,000.00
Tender over-budget (if needed)	\$15,656.40
Total	\$50,656.40
Transfer from Reserve account (if over-budget)	\$15,656.40

The project will incur a variance of \$15,656.40 from the 2023 Capital budget. The variance will be transferred from the Reserves.

STRATEGIC PLAN

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

- Pillar #1 Infrastructure:
 - Outcome: Given the large number of Town-owned heritage assets, a maintenance schedule ought to be agreed to by Council in prioritizing which of these assets will be the recipient of discretionary funding.
 - Tactic(s): Prioritize heritage assets, in terms of importance and develop maintenance schedule and budget accordingly. Assess if any assets can be better utilized.

OTHERS CONSULTED

André Morin, Director of Corporate Services / Treasurer

ATTACHMENTS

1. Bid Summary
2. Keller Final Quote

REVIEWED BY

Recommended by the Department

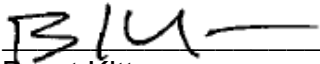


Ray Cousineau
Facility Manager



Grant Brouwer
Director of Building and Development

Recommended by the CAO



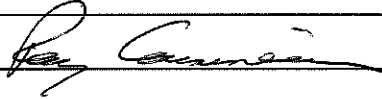

Brent Kittmer
Chief Administrative Officer

BID SUMMARY OPENING SHEET

CONTRACT NO: DEV-22-2023-RFT

TITLE: Lind Sportsplex Roof Repair & Restoration

MOC April 26 2023 @ 2:30 PM

NO	VENDOR	DATE	TIME	AMOUNT	Site Visit
1	Atlas-Apex Roofing Inc	Apr 26/23	8:52am	\$86,373.81	✓
2	Keller Roofing & Sheet Metal Inc	Apr 26/23	11:24 pm	\$83,394.00	✓
3	Nedlaw Roofing Ltd	Apr 26/23	11:26 AM	\$195,890.00	✓
4	Proteck Roofing & Sheet Metal Inc.				
5	Smith-Peat Roofing and Sheet Metal Ltd.				
6					
7					
8					
	Opened By: 				
	Recorded By: 				

May 4, 2023

(BH)

Attention: Ray Cousineau, Town of St. Mary's

Re: Land Sportsplex Roof Repair and Restoration

Roof work to the above named project, approximately 12,300ft² of existing flat roofing as follows:


- Pressure wash roof surface and dispose debris on the roof.
- Repair approximately 8 blisters in the roof membrane as specified.
- Seal open seams in the roof membrane as specified.
- Reseal perimeter metal edge to roof membrane with tube mastic.
- Apply 1 coat of reflective fiberized surface coating as specified.
- Clean up site.
- 2 Year Ontario Industrial Roofing Contractors Association Warranty.

Price \$49,780.00 (+ HST)

Notes

- this price is based on roof installation in the Fall 2023
- all slopes are to be structural (no tapered insulation)
- all roofing to be done in one continuous set-up
- no temporary waterproofing included
- no work to existing or adjacent roof areas
- work to be carried out during normal business hours

per


Jeremy Straw

TERMS: This quotation is valid for acceptance within 30 Days from this date.

Net 30 days, overdue accounts will be charged 2% per month on unpaid balance. All work done in compliance with Keller Roofing Safety policy and Occupation Health & Safety Act. Keller Roofing & Sheet Metal Inc. is not covered under a collective agreement with its employees.

By accepting the above quotation you agree to accept the work of non-union labour.

Worker's Compensation A/C # 7404948
HST# 139261689RP

PROCUREMENT AWARD

To:	Mayor Stratthdee and Members of Council
Prepared by:	Ray Cousineau, Facilities Manager
Date of Meeting:	23 May 2023
Subject:	DEV 23-2023 Cemetery Roof Repair & Restoration

PROJECT DETAILS

The existing roof is approximately 19 years in age. This restoration includes the repair of all the defects that currently exist in the roof followed by a top patch with a high strength modified bitumen cap sheet over the damaged areas. The restoration will extend the life of the existing roof system by 18 to 20 years. The restoration coating has a low temperature softening point, allowing the restoration coating to self heal itself in the hot summer heat, sealing cracks that may form as the roof system continues to age. The cost to complete a new roof system would cost approximately \$60,000.00. The life expectancy of an entire new roof would be approximately 25 years.

RECOMMENDATION

THAT DEV 23-2023 Cemetery Roof Repair & Restoration report be received; and,

THAT the procurement for RFT-DEV-21-2023 Cemetery Roof Repair & Restoration be awarded to Atlas-Apex Roofing Inc for the procured price of \$32,434.39, inclusive of all taxes and contingencies; and,

THAT Council approves a variance of \$9,208.18 to be incurred in the delivery of this project as identified in DEV 23-2023 report, to be funded from the Capital Reserves account.

PROCUREMENT SUMMARY

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

Procurement Information	Details and Results
Procurement Title:	RFT-DEV-21-2023
Tender Closing Date:	Wednesday, April 26, 2023
Number of Bids Received:	Three (3)
Successful Proponent:	Atlas- Apex Roofing Inc
Approved Project Budget:	\$20,000.00
Cost Result – Successful Bid (Inclusive of HST):	\$32,434.39
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$29,208.18
Project Over-budget (Net of HST)	\$9,208.18

The procurement document submitted by Atlas-Apex Roofing Inc. was found to be complete, contractually acceptable, and ultimately provided the best value for the municipality. As such, staff recommends award of the project to Atlas-Apex Roofing Inc.

FINANCIAL IMPLICATIONS

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

01-9119-6990 Budget	\$18,000.00
01-9119-6990 Contingency	\$ 2,000.00
Tender over-budget (if needed)	\$ 9,208.18
Total	\$29,208.18
Transfer from Reserve account (if over-budget)	\$ 9,208.18

The project will incur a variance of \$9,208.18 from the 2023 Capital budget. The variance will be transferred from the Reserves.

STRATEGIC PLAN

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
- Pillar #1 Infrastructure:
 - Outcome: Given the large number of Town-owned heritage assets, a maintenance schedule ought to be agreed to by Council in prioritizing which of these assets will be the recipient of discretionary funding.
 - Tactic(s): Prioritize heritage assets, in terms of importance and develop maintenance schedule and budget accordingly. Assess if any assets can be better utilized

OTHERS CONSULTED

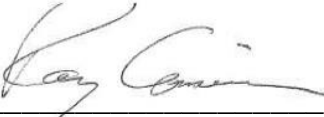
André Morin, Director of Corporate Services / Treasurer

ATTACHMENTS

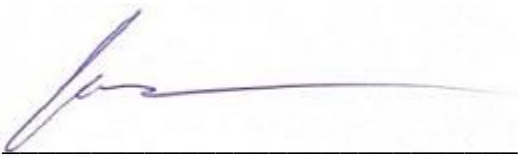
1. Bid Summary

REVIEWED BY

Recommended by the Department




Ray Cousineau
Facility Manager



Grant Brouwer
Director of Building and Development

Recommended by the CAO



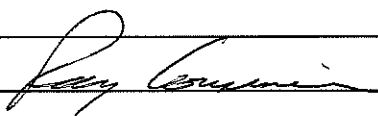

Brent Kittmer
Chief Administrative Officer

BID SUMMARY OPENING SHEET

CONTRACT NO: DEV-21-2023-RFT

TITLE: Cemetery Roof; Cemetery Office Roof Repair and
Restoration

MOC April 26 2023 @ 2:30 PM

NO	VENDOR	DATE	TIME	AMOUNT	Site Visit
1	Atlas-Apex Roofing Inc	Apr 26/23	8:57am	\$ 32,434.39	✓
2	Faricon Building Restoration Ltd				
3	Keller Roofing & Sheet Metal Inc	Apr 26/23	11:26 am	\$ 35,934.00	✓
4	Nedlaw Roofing Ltd	Apr 26/23	11:26 am	\$ 70,738.00	✓
5	Proteck Roofing & Sheet Metal Inc.				
6	RC White Ltd				
7	Smith-Peat Roofing and Sheet Metal Ltd.				
8					
9					
10					
	Opened By: 				
	Recorded By: 				

MONTHLY REPORT

To:	Mayor Stratthdee and Members of Council
From:	Community Services
Date of Meeting:	23 May 2023
Subject:	DCS 29-2023 May Monthly Report (Community Services)

RECOMMENDATION

THAT DCS 29-2023 May Monthly Report (Community Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Community Partnerships:

- Senior Services is partnering with the Alzheimer's Society to offer a Seniors Safety education session in June for Seniors Month. The safety session will feature a speaker from Stratford Police, St. Marys Fire, and an Occupational Therapist.
- Senior Services is partnering with South West Self-Management to offer a 6-week series on Living a Healthy Life with a Chronic Condition.
- Museum staff supported St. Marys Visitors' Guide by writing two articles.
- Museum staff supported the Canadian Baseball Hall of Fame and Museum by mounting some of their exhibit panels for their spring opening.
- Child Care Centre is bringing back Picture Day this month. Families are so excited to have photographers come to take photos to capture their time in child care.
- EarlyON partnered with Melissa McIntosh (Mindful Kids), Lynann Bernard (RMT) this month to provide informative sessions for families.
- EarlyON continues to participate in intergenerational programming with the Friendship Centre on Thursday mornings. The seniors affectionately call them the "Baby Train rolling in."
- EarlyON has planned a few fall parent workshops with Children's Aid Society

Wellness:

- No one has taken advantage of the shower program to date.
- Delivered 8 food hampers this month. The department is seeing an increase in very last-minute requests for hamper deliveries. Clients using the service do need to be registered so staff are working on education with the clients. Last-minute deliveries are not always possible due to volunteer unavailability.

Facilities/Projects:

- Windows replaced in Museum barn. While this was happening, staff moved out larger artifacts for the first deep clean in several years.

- Working on maintenance of seasonal sports fields.

Grant Funding:

- YCW intern's last day was Friday, May 5. Museum summer students begin Monday, May 8, allowing for a seamless transition for museum coverage.

Programming:

- Senior Services hosted a successful Scrapbooking Garage Sale on April 29th.
- Senior Services is planning a Kickoff to Seniors Month Dinner and Concert on May 31st. This event is almost sold out.
- The museum hosted a regional homeschool group for a field trip on April 17. Participants ranged from 2 to 13 years of age.
- The Birds' seminar on April 20 was led by Emily Taylor and Amy Cubberley and had 16 attendees.
- Outreach programming at Kingsway Lodge begins on May 7 after a three year pause for COVID-19. Additional outreach program planning is underway with St. Marys VON.
- Museum hosted the London Newcomers Club for a guided tour on April 27.
- Staff were preparing to lead a food seminar on May 6 as part of Meet Me in St. Marys Day. Unfortunately, this event was canceled on April 28 due to low ticket sales.
- Staff installed an exhibit about the artists of St. Marys during the first week of May.
- Camp PRC staff are all hired and working through onboarding with camp specific training starting later this month.
- PD Days for the 2022-23 school year have been completed with great success in providing a reliable programming option for working parents, and cross promotion for camp. Many of the PD Day participants have registered as new summer camp participants.
- Summer staff have been secured and child care centre is looking forward to running 3 summer camp programs again this year.
- Child Care Centre is hosting a "Mother's Day" tea party on Friday May 12 at drop off time.
- EarlyON has summer planning under way. Staff are looking to utilize various green space areas in Town to provide outdoor programming.
- EarlyON is planning on being a part of the Heritage Festival this year.
- The Town of St. Marys Aquatics came in 4th overall in Ontario for the affiliate with the largest lifesaving programs with a community of under 10,000.
- The Aquatics Manager attended the Lifesaving Society AGM and area chair meeting, sessions were informative, additional items will be executed at the Aquatics Centre and the Quarry.
- There are 6 active volunteers (LIT program) that are assisting with swimming lessons this session. This program is going very smoothly, and the volunteers are getting great hands-on experience.
- Summer plans are moving forward, Quarry and PRC pool schedules and hours are confirmed, PRC lessons confirmed.
- We have 20 grade 3 students from Holy Name attending the swim to survive program.

- Staff training has taken place for instructional based programs, the policies and procedures are being updated.
- Training dates and National lifeguard waterfront and pool, Standard First Aid course dates are set for both the indoor pool and the Quarry.
- Prime time ice is all sold until May 18th. Ball hockey has started and will run for 3 weeks.
- Roller skating program has started.

Impact/Feedback:

- “thanks to the Blood Pressure program I have been referred on to see, to see a heart specialist”
- “I’m calling from Ottawa. I’m a retired museum professional with the National Gallery and Parks Canada but I follow what you do and just wanted to call to say that I have great admiration for all that you do. You have one of the most prolific small museums in Canada and your outreach is splendid. I look forward to my next visit next time I’m in the St. Marys and London area.”
- Swimming lessons: Bravo to your staff. My daughter has built so much confidence & LOVES swimming. They make her feel safe & she wants to continue with lessons.
- Lions Den: New benches installed for the viewing area to accommodate the change with parents not allowed to be on the pool deck during swimming lessons. The benches have been well received by patrons.

Program Statistics:

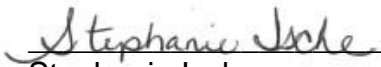
- Museum staff responded to 12 research requests in April.
- Child Care Waitlist & Enrollment:
 - Enrollment for the main child care centre is complete until December 2023
 - 2 infant spaces to fill for the new year and then enrollment will be complete until June 2024
 - As of May 11, 2023, the current waitlist is 350.
 - At the centre there are 72 child care spaces: 10 infants, 30 toddlers and 32 preschool. For the year 2023, we were able to offer 23 spaces from waitlist: 16 infants, 5 toddlers and 2 preschool. In 2022 we were able to offer 30 spaces: 17 infants, 7 toddlers, 6 preschool.
 - The chances of a child being offered a space past the infant age decreases significantly due to spaces being needed for currently enrolled children to transition to the next age group as they get older.
 - When completing enrollment, it is like a game of Tetris, each piece needs to fit perfectly together to move on. When looking at open spaces staff must make sure the child’s age is exact so that there is space for them to transition into the next age group. This means when families inquire about where they are on the waitlist, Jen cannot give an exact number as it is not that simple. We do have a couple priority rankings set in place that take consideration as well when filling open spaces.
 - Child care waitlists are becoming a real crisis. The RECE shortage is directly impacting the available child care spaces in Ontario, and we cannot consider expanding to provide more care until the shortage is dealt with.

VARIANCES

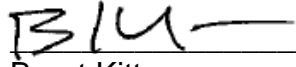
- Pool damage, repairs, inspections and consultations for the structural issues in the high bay is estimated to be \$20,000 to date. This includes scaffolding to allow for access to the area over the pool, removal of failing material, inspections by engineers and consultants, as well as measures taken to mitigate the rate of deterioration prior to permanent repairs being made. Staff have received an initial report from an aquatics consulting firm of recommendations to correct the issue and restore the facility and are evaluating the report to establish next steps and their relative timelines. Updates will be provided with more information in the coming weeks.

REVIEWED BY

Recommended by the Department


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	23 May 2023
Subject:	DCS 31-2023 Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark

PURPOSE

The purpose of this report is for Council to enter a Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark for the Town to provide lifeguard staff for the inflatable water park.

RECOMMENDATION

THAT DCS 31-2023 Memorandum of Understanding (MOU) with Super Splash Inflatable Waterpark report be received; and

THAT Council consider By-law 60-2023, authorizing the Mayor and the Clerk to execute the associated Memorandum of Understanding with Super Splash Inflatable Waterpark.

BACKGROUND

In the winter of 2019, Community Services staff undertook a core services review of all services offered by the Department. This involved in-depth analysis of program delivery, services and how they were offered, revenue generation strategies and opportunities for reduction of expenses. Staff presented these recommendations to Council September 2019. As part of this core services review, a partnership with an inflatable water park for the swimming quarry was brought forward. Council approved the partnership in principle with a company to offer an inflatable water park on the north end of the swimming quarry. In March 2020 the Inflatable Water Park Management Contract was brought before Council and was approved. However due to the pandemic and COVID restrictions this initiative was put on hold.

Last summer Super Splash inflatable opened at the Quarry and the numbers of participants through the gates exceeded all previous summers.

REPORT

There is currently a nation-wide lifeguard shortage, and coming out of the pandemic, it has been challenging to hire certified lifeguards. This is in part to limited opportunities for lifeguards to be trained and certified.

Due to this, the Aquatics department have been working on creative solutions to build a team for the Town's aquatics programs going forward. This includes working with prospective lifeguards that can be fast tracked through the system to become certified in time for the opening of the Quarry when required. Along with the development of a Lifeguard in Training Program (LIT) that has been implemented for younger participants to get a taste of lifeguarding and to help them through the next steps to become a certified Lifeguard.

Last summer to assist with the lifeguard shortage the Town entered into an MOU with Super Splash. This MOU allowed the Town of St. Marys to provide lifeguards to work at both the Quarry operation as offered by the Town and at the Super Splash Inflatable Waterpark. Staff were scheduled to meet the minimum staffing requirements as recommended by Lifesaving Society and the requirements of Super Splash Inflatable Waterpark. However, in times of staff shortage, the Town prioritized lifeguards to work at the swimming Quarry first, and the inflatable park second.

The agreement last summer worked exceptionally well and allowed for a seamless service. The agreement would be set to begin this year June 1, 2023, until the end of the season September 4, 2023.

FINANCIAL IMPLICATIONS

There are no financial implications to the Town as all costs will be recovered. The Town will record hours of service provided to Super Splash Inflatable Waterpark and will invoice for hours of service provided. Lifeguard hours provided by the Town to the inflatable park will be tracked and totalled monthly. The Town will then invoice Super Splash Inflatable Waterpark monthly for the total contracted hours.

SUMMARY

Based on attendance history of the Quarry, this location has grown and has become a popular destination. Combining the lifeguard team has created a number of synergies overall creating a flawless service.

STRATEGIC PLAN

☒ Within the St. Marys Culture & Tourism Strategy the following priorities, outcomes, and tactics support the following initiatives in the Plan.

- Pillar #1 Infrastructure
 - Partner with the Community Services Department and Public Works Department to move forward initiatives that overlap between the Culture & Tourism Strategy and the Recreation and Leisure Master Plan.
- Pillar # 3 Tourism
 - Strength the local economy, with a focus on businesses that can cater to tourism.
 - Leverage the local culinary, heritage, recreation and agriculture sectors as a key differentiator and driver for tourism visits.
- Pillar # 4 Enhance Cultural Offerings
 - Opportunities for visitors to interact with St. Marys residents should be encouraged.

OTHERS CONSULTED

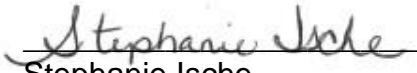
Andrea Slade, Aquatics Manager
Patrick Jackson, Owner Super Splash Inflatable Waterpark

ATTACHMENTS

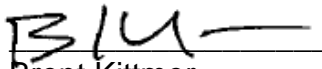
Memorandum of Understanding

REVIEWED BY

Recommended by:


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer

Memorandum of Understanding

Memorandum of Understanding Between Super Splash Inflatable Waterpark

And

The Town of St. Marys

(the “Parties” to the Memorandum of Understanding)

Preamble:

This Memorandum of Understanding (MOU) describes the relationship between Super Splash Inflatable Waterpark and The Town of St. Marys for contracting the Town of St. Marys to provide lifeguard staff for the inflatable water park located at the Town of St. Marys swimming quarry (425 Water Street South, St. Marys, ON) owned by Super Splash Inflatable Water Park.

1. Term of Agreement

Starting June 1, 2023 until the end of season September 4, 2023 partnership can be terminated by any partner with 30 days notice.

2. Purpose of Agreement

The purpose of this Memorandum of Understanding (MOU) is to define the terms of the agreement between Super Splash Inflatable Waterpark and The Town of St. Marys. Both parties will work together to offer a seamless summer operation at the St. Marys Quarry. All parties agree to work collaboratively toward positive solutions should a conflict arise.

3. Agreement

The Town of St. Marys will:

- Provide waterfront lifeguarding services in compliance with Lifesaving Society
- Hire Lifeguards for the Quarry location to work in both service areas:
 - The Quarry operation as offered by the Town of St. Marys
 - Super Splash Inflatable Waterpark
- Schedule lifeguards and head lifeguards to staff the hours required at the Town of St. Marys swimming quarry and the inflatable park to meet the minimum staffing requirements as recommended by Lifesaving Society (standards) and the requirements of Super Splash Inflatable Park. Both parties agree and acknowledge that in times of staff shortage, the Town will prioritize lifeguards to work at the swimming quarry first, and the inflatable park second.
- Be responsible to pay the lifeguards for their time and will track the hours provided to Super Splash Inflatable. Pay will include all benefits/payroll taxes et cetera.

- Train Lifeguards on the Town of St. Marys Quarry operations. This will include situational training, review of policies and procedures along with work instructions. Where possible, both parties will work to combine Town training with the training provided by the Super Splash Inflatable Waterpark.
- Work in partnership with Super Splash Inflatable Waterpark to develop a schedule to cover lifeguarding requirements at the Quarry location.
- Record hours of service provided to Super Splash Inflatable Water Park and will invoice for hours of service provided. Lifeguard hours provided by the Town to the inflatable park will be tracked and totalled monthly. The Town will invoice Super Splash Inflatable Waterpark monthly for the total lifeguard hours on the Inflatable Waterpark.
- Invoice Super Splash Inflatable Waterpark the current lifeguard rates as set out by the Town of St. Marys compensation grid, plus all applicable mandatory employment related costs.
- Provide all necessary equipment to the lifeguard staff while working for the Town, including, but not limited too: safety equipment, uniforms et cetera.
- Provide ongoing communication to Super Splash Inflatable Waterpark relating to status of program.
- Be responsible for overseeing all emergency responses that may occur within the swimming quarry facilities, including the inflatable park.
- Provide one key for access to the Quarry location to be signed out to Patrick and returned at the end of the season.

Super Splash Inflatable Park will:

- Provide the Town with the number of lifeguards that are required for each shift as per the lifesaving society guard zone recommendations.
- Development of policies and procedures for the inflatable in compliance with the lifesaving society.
- Train Lifeguards on the inflatable park operations. This will include situational training, review of policies and procedures along with work instructions. Where possible, both parties will work to combine Town training with the training provided by the Super Splash Inflatable Waterpark.
- Provide payment to the Town within 30 days of being invoiced the hours the Lifeguards work on the Inflatable as invoiced by the Town of St. Marys. This invoice will include fees for the following: one head lifeguard responsible for the inflatable operations and the guard team responsible to lifeguard the inflatable.
- Provide all necessary equipment to the lifeguard staff while working on the inflatable, including, but not limited too: safety equipment. The safety equipment provided will be as referenced and outlined in the Waterfront Safety Regulation (i.e. mask and fins)
- Provide ongoing communication to the Town of St. Marys relating to status of the program.
- Inspection and maintenance of the inflatable.

Shared Costs include (these costs will be shared 50 percent throughout the summer program):

- Uniforms – hats, whistles, singlets, long sleeve tops, sunscreen

- Marketing and promotions
- Reward and recognition (i.e., staff treats, meals etc.)

Employment of Lifeguards:

- Lifeguards will be hired by the Town of St. Marys.
- Save and except as otherwise provided under this Memorandum of Understanding, all matters relating to the employment of Lifeguards will be the sole responsibility of the Town of St. Marys during the Term of this Agreement and any extended Term of this Agreement. The Town of St. Marys will pay, deduct and, where applicable, remit to the appropriate governmental authorities all income taxes, contributions, premiums and assessments for Workplace Safety and Insurance Board, Employer Health Tax, Canada Pension Plan and Employment Insurance in respect of lifeguards.
- In the event of performance or other concerns regarding a lifeguard and/or their provision of the services, Super Splash Waterpark will notify the Town of St. Marys in writing as soon as practical after the concern arises. Receipt of such concern will be acknowledged by the Town of St. Marys and a response will generally be provided in a period of not less than 5 business days which will outline a recommended course of action to address the issue(s).

4. Lifeguards are not an Employee of Super Splash

When providing services under this MOU, a lifeguard is acting as an employee of the Town of St. Marys and not as an employee of Super Splash Inflatable. The lifeguards will not be entitled to receive any form of direct remuneration or benefits whatsoever from Super Splash Inflatable Waterpark.

5. Mutual Insurance

Both parties will be required to obtain and maintain on a continuous basis throughout the Term and any Extended Term of this MOU:

- i. General Liability Insurance for a limit of no less than \$10,000,000 per occurrence. Coverage will include, but not limited to, bodily injury, personal injury, property damage, contractual liability, and non-owned automobile liability and will contain a cross liability, severability of insured clause.
- ii. Public Entity Errors & Omissions Liability Insurance for a limit of no less than \$2,000,000 per claim.

6. Indemnification

Each party shall indemnify, defend and hold harmless (“indemnifying party”) the other parties and their respective employees, elected officers, agents and representatives (“indemnified parties”) from and against all claims, actions, demands, suits, liabilities, losses, expenses, costs or damages (collectively, “claims”) of every nature and kind whatsoever which any of the indemnified parties may have or suffer arising out of: (a) any breach by the indemnifying party of its obligations under this MOU; or (b) any claim which is caused by, or directly attributable to, the fault, failure or negligence of a lifeguard in respect of the provision of the Services to the indemnifying party.

7. Withdrawal of Party

Notwithstanding the Term of this Memorandum of Understanding, any party may, with thirty (30) days written notice, cancel this Memorandum of Understanding.

If either or both The Town of St. Marys and Super Splash Inflatable Park decide to withdraw from this partnership, the Town of St. Marys will no longer provide Lifeguards to work on the Inflatable and staffing for this service would be turned over the Super Splash Inflatable.

The Memorandum of Understanding will automatically be void if:

- Any of the requirements outlined in the agreement are not completed.
- Any illegal or fraudulent activities occur.

In the instance that this agreement becomes null and void, Lifeguards will remain employed by the Town of St. Marys.

8. Modifications to the Agreement

This MOU is at-will and may be modified by mutual consent of authorized officials from Town of St. Marys and Super Splash Inflatable Waterpark. This MOU shall become effective upon signature by the authorized officials from the Town of St. Marys and Super Splash Inflatable Waterpark will remain in effect until the final date summer operation season, Monday September 4, 2023.

This agreement shall be effective upon signing by all parties. The person signing this Agreement hereby warrant that they have the authority to so commit their respective parties.

Town of St. Marys

Super Splash Inflatable Park

Name: Al Strathdee
Title: Mayor

Name: Patrick Jackson
Title: Owner

Name: Jenna McCartney
Title: Clerk

Date of signing

Date of signing



FORMAL REPORT

To:	Mayor Strathdee and Members of Council
Prepared by:	Stephanie Ische, Director of Community Services
Date of Meeting:	23 May 2023
Subject:	DCS 32-2023 Curling Association Amending Lease Agreement

PURPOSE

To amend the St. Marys Curling Association lease agreement.

RECOMMENDATION

THAT DCS 32-2023 Curling Association Amending Lease Agreement report be received; and

THAT Council consider By-law 62-2023, being a by-law to authorize the Mayor and the Clerk to execute an amended lease with the St. Marys Curling Association.

BACKGROUND

In 2016 Council approved a lease agreement with St. Marys Curling Association for a Term of ten (10) years, with the opportunity for 2 five-year renewals if mutually agreed upon. Since this time operations of the Lind Sportsplex have run smoothly.

REPORT

The St. Marys Curling Association has requested a minor adjustment to the current lease as based on operations over the past number of years. The St. Marys Curling Association are requesting access to the facility earlier each year. Normally the club would access the facility from October 15 to April 15 of each year. After this time the Town takes over the operations of this location. Additionally, there needs to be clarity around what the club can access when the Town manages the location.

The articles for amendment include:

Section 1.2 Use

- (b) to be amended from October 15 to October 1.
- Amending exclusion of the guard room and canteen to say: use of the entire facility, as shown on Schedule "A"
- (c) Amending the use of the upstairs lounge to say: will only be accessible to the Association during their lease period from October 1 to April 15 of each year. If the Association wishes to access the lounge during their off-lease period they must contact the municipality to book this space if available.

FINANCIAL IMPLICATIONS

None

SUMMARY

This agreement sets out clear expectations for each party to utilize this space. Since this agreement went into effect in 2016 operations have run smoothly. These minor changes will provide additional clarity for both groups and give the Curling Association a bit of extra time at the start of their season to get the ice surface prepared prior to play. This agreement will be reviewed again at the end of the ten-year period in 2027.

STRATEGIC PLAN

☒ Not applicable to this report.

OTHERS CONSULTED

St. Marys Curling Association

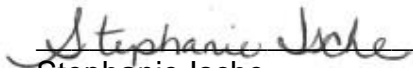
ATTACHMENTS

Original approved lease

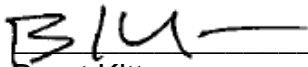
Draft amending lease agreement

REVIEWED BY

Recommended by:


Stephanie Ische
Director of Community Services

Recommended by the CAO


Brent Kittmer
Chief Administrative Officer



LEASE

THIS LEASE agreement made as of this 12 day of September, 2016.

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS
(hereinafter called the "Town")

OF THE FIRST PART

and

ST. MARYS CURLING ASSOCIATION
(hereinafter called the "Lessee")

OF THE SECOND PART

ARTICLE I

LEASE, PREMISES, USE, TERM, RENT AND ADDITIONAL RENT

1.1 Premises

The Town hereby leases to the Lessee those certain areas within the premises known as the Lind Sportplex as described in Article 1.2 and as shown on Schedule "A" attached hereto, located at municipal address 425 Water Street South, St. Marys, Ontario ("Premises").

1.2 Use

The Town hereby grants permission to the Lessee to non-exclusive use of the Premises as follows:

- (a) Solely for curling and uses accessory to curling by members and affiliates of the Lessee;

- (b) Use of the entire facility, excluding the guard room and canteen as shown on Schedule "A" attached hereto ("Facility"), Sunday to Saturday from October 15 to April 15 each year ("Curling Season") for the term of this Agreement;
- (c) Use of the upstairs lounge as shown on Schedule "A" attached hereto ("Lounge"), any day of each year for the term of this Agreement;
- (d) The Lessee shall not conduct within or upon the Premises or any portion thereof any other operations except those described in this Lease and shall not use the Premises or permit it to be used for any other purpose;
- (e) The Lessee may rent the Facility or permit use of the Facility to other persons, corporations, associations, organizations or other third party entities during the Curling Season; and
- (f) The Lessee may rent the Lounge or permit use of the Lounge to other persons, corporations, association, organizations or other third party entities any day of each year for the term of this Agreement.

1.3 Term

To have and to hold the Leased Premises for a Term of ten (10) years from the date of commencement of the Term of this Lease ("Lease Commencement Date") computed from the 1st day of August, 2017 and to be completed on the 31st day of July, 2027.

With an opportunity for 2 five year renewals if mutually agreed upon.

1.4 Rent

1.4.1 Minimum Rent and Other Payments

- (1) The Lessee will pay to the Town, its successor and assigns, in annual installments on or before the 15th day of October, commencing October 15, 2017 or as soon thereafter as this agreement is completed, at the office of the Town in St. Marys, by cheque, in accordance with the following rates:
 - (a) One Thousand, Two Hundred and Fifty Dollars (\$1,250.00) for rent and,
 - (b) Three Thousand Two Hundred and Fifty Dollars (\$3,250.00) per year for maintenance of the interior of the Premises to be held in a separate account (reserve account). This amount is intended to refurbish the interior of the facilities as a result of normal wear and tear that is not the result of fire, lightening and/or tempest ("Annual Maintenance Fee"). The process for accessing this account includes notifying the town of the work to be completed. Notification of this work

must take place in September, in the year prior to when the work is to be completed.

- (2) The Town acknowledges the contribution of \$200,000.00 by the Lessee towards the cost of construction of the facilities.
 - (3) The payments payable hereunder shall be adjusted annually from and after October 15, 2018 in accordance with the Consumer Price Index (as of June 30th of that year). The annual price adjustment shall be calculated by taking the payments hereunder for the prior year and multiplying them by a factor comprising of the most recent Consumer Price Index as numerator and the Consumer Price Index for the prior year as denominator. In the event that the Consumer Price Index declines from the immediately preceding year, the rent and other payments payable for the following year shall be calculated by multiplying them by a factor comprising the Consumer Price Index for the prior year as numerator and the Consumer Price Index for the prior year as the denominator. For greater clarification the calculation shall result in the rent and other payments being the same as the prior year when the most recent Consumer Price Index declines.
 - (4) The payments payable hereunder are collectively referred to in this Agreement as "Rent".
- (5) The Town will as of April 1 each year send an updated schedule as to what is in the reserve account at that time.

1.4.2 Additional Charges

- (1) The Lessee shall pay to the Town, its successors and assigns within fifteen (15) days of receiving an invoice from the Town, the Lessee's proportionate share of the following services:
 - (a) Telephone;
 - (b) Gas;
 - (c) Hydro and Water;
- (2) The Lessee is solely responsible for and will promptly pay all charges for any utility or services used and directly billed to the Lessee regarding the Premises. The Town will not be liable to the Lessee in damages or otherwise for an interruption or failure in the supply of utilities or services to the Premises whether or not caused by the negligence of the Town or another person for whose negligence the Town is responsible in law.

- (3) The Lessee is solely responsible for and will promptly pay all additional and other sums of money or charges required to be paid by the Lessee under this Lease whether or not the same be designated "additional charges" or whether or not the same be paid or payable to the Town or otherwise.
- (4) If any of the foregoing amounts or charges are not paid when due they shall be collectible in the same manner and with the same rights and remedies available to the Town as if such amounts or charges were rent in arrears hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any such amounts or charges at the time the same become due and payable hereunder or limit any other remedy of the Town. If an amount or charge is payable to someone other than the Town pursuant to the foregoing provision, the Town may, in its sole discretion, pay such amount or charge in discharge of, or on account of, as the case may be, the Lessee's obligation to such other person and all such amounts and charges so paid shall be repayable to the Town on demand together with interest thereon from the date of payment thereof by the Town until the date the same are repaid.

1.4.3 Covenant to Pay

The Lessee covenants to pay rent, additional charges and all other costs and charges as herein provided and to observe and perform all covenants and obligations of the Lessee herein.

1.5 Fees and Licences

- (1) The Lessee covenants to pay the following licences and fees:
 - (a) Any licence required under the laws of the Province of Ontario including the *Liquor Licence Act*. It shall be the responsibility of the Lessee to operate any bar facilities in accordance with the laws of the Province of Ontario, including the *Liquor Licence Act*;
 - (b) Any licence fees due to Composers, Authors and Publishers Association of Canada Limited for public performances of copyright music performed in or on the Premises while leased to the Lessee; and
 - (c) Any other licence or fee required for the lawful operation of the Premises by the Lessee.
- (2) The Lessee agrees to indemnify and hold harmless the Town, its servants and agents from all claims of any nature and kind arising out of the failure of the Lessee to obtain the required licences or pay the required fees for the lawful operation of the Premises by the Lessee.

1.6 Taxes and Other Charges

- (1) The Lessee shall comply with the requirements of the *Retail Sales Tax Act* of the Province of Ontario and the *Excise Tax Act* of Canada and in each and every year during the Term, the Lessee shall pay within the time same becomes due and payable all Lessee's Taxes in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Lessee;
- (2) The Town shall not be responsible for any payment of any Federal, Provincial or local taxes. The Lessee will indemnify and keep indemnified the Town from and against all loss, costs, charges and expenses occasioned by, or arising from any and all such Lessee's Taxes, license fees, and any and all Lessee's Taxes which may in future be levied in lieu of, or in addition to such taxes, and any such loss, costs, charges and expenses suffered or incurred or paid by the Town may be collected by the Town in the same manner as rent in arrears with all rights of distress and otherwise as reserved to the Town in respect of rent in arrears.

ARTICLE II

REPAIR, DESTRUCTION AND SURRENDER

2.1 Repair by the Town

The Town shall maintain current replacement cost insurance of the building which is updated annually, and, (subject to Section 2.2 hereof), shall at all times throughout the Term, maintain and repair, or cause to be maintained and repaired, as would a prudent owner of a reasonably similar Premises, the structure of the Premises, including, without limitation, the electrical, plumbing, heating, ventilating or air-conditioning systems, the foundations, exterior wall assemblies including weather walls, sub-floors, roof and roof membrane, bearing walls and structural columns and beams of the Premises. If the Town is required because of the business carried on by the Lessee, to perform such maintenance or make such repairs by reason of the application of laws or ordinances or the direction, rules or regulations of any duly constituted regulatory, governmental or quasi-governmental body, or by reason of any fault, default, negligence, omission, want of skills, carelessness, neglect, misuse, act of misconduct of the Lessee or those for whom the Lessee is responsible in law, the Lessee shall be liable and responsible for the total cost of any such maintenance and repairs, which shall be paid by the Lessee to the Town as Additional Rent upon demand. Notwithstanding the Town's obligations contained in this Section, the Lessee shall be liable and responsible for the cost of any

maintenance and repairs required to be made by the Town and which result from any of the circumstances referred to in the immediately preceding sentence.

The Town will complete a walk through with the Curling Club manager prior to and upon completion of each lease term. Any deficiencies will be communicated back to the President of the club.

2.2 Repair by the Lessee

The Lessee shall:

- (1) keep in good condition and repair to the standards of a first-class facility the Premises including all Leasehold Improvements and all trade fixtures therein, but with the exception of the obligations of the Town provided for in Section 2.1 and reasonable wear and tear;
- (2) permit the Town to enter and view the state of repair and will repair according to notice in writing subject only to the exceptions referred to in this Agreement, and will leave the Premises in a good condition and repair, subject only to the exceptions referred to in this Agreement; and,
- (3) if part of the Premises including the Common Areas and Facilities becomes in disrepair, is damaged or destroyed through the negligence of the Lessee or its officers, employees, customers or other invitees, reimburse the Town the cost of repairs or replacements promptly upon demand except to the extent that the Town is indemnified by insurance.

2.3 Maintenance by the Town on Lessee's Behalf

If the Lessee refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of the Town, the Town may make such repairs without liability to the Lessee for any loss or damage that may accrue to the Lessee's fixtures or other property by reason thereof and upon completion thereof, the Lessee shall pay to the Town its costs for making such repairs, which shall be paid by the Lessee to the Town as Additional Rent upon demand.

2.4 Total or Partial Destruction

- (1) If the Premises shall be damaged by fire, lightening, tempest, the elements or other casualty of an insured risk not caused by the Lessee or anyone for whom the Lessee is at law responsible, but are not thereby rendered untenable, in whole or in part, the Town shall promptly at its expense cause such damage to be repaired, without abatement of rent. If by reason of such occurrence, the Leased Premises shall be rendered untenable in part, the Town shall, at its expense, cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable.

- (2) Any abatement of Rent provided in this Section shall commence on the date of the destruction or damage and shall continue until the date the Town notifies the Lessee that the repairs have been substantially completed.

2.5 Termination of Lease

Despite anything contained in this Lease to the contrary, and without limiting Town's rights or remedies hereunder, , or if in Town's opinion any such damage or destruction is caused by any fault, neglect, default, negligence, act or omission of Lessee or those for whom Lessee is in law responsible or any other person entering upon the Premises under express or implied invitation of Lessee, then Town may, without obligation or liability to Lessee, terminate this Lease on ninety (90) days' written notice to Lessee and all Rent shall be adjusted as of, and Lessee shall vacate and surrender the Premises on such termination date.

2.6 Surrender of the Premises

At the expiration or earlier termination of this Lease and without notice, the Lessee shall at its sole cost and expense:

- (1) peaceably surrender and yield up vacant possession of the Premises to the Town in a clean, broom swept and tidy condition and in as good condition and repair as the Lessee is required to maintain the Premises through the Term;
- (2) surrender all keys for the Premises to the Town at the place then fixed for the payment of Rent and inform the Town of all combinations of all locks, safes and vaults of any kind in the Premises;

- (3) remove all the Lessee's trade fixtures and such other Leasehold Improvements as the Town shall at the Town's option, upon notice to the Lessee, require to be removed and the Lessee immediately repair all damage to the Premises caused by their removal, including replacement of Premises entrances door if Town deems necessary after removal;
- (4) if the Lessee has filed or registered against the title to the Land or any part thereof a caveat, notice, caution or other document or instrument giving notice of the Lease, the Lessee shall promptly cause it to be discharged.

If the Premises are not surrendered at the time and in the manner set out in this Section, the Lessee shall promptly indemnify and hold harmless the Town from and against any and all claims resulting from the delay by the Lessee in so surrendering the Premises or the Premises not being surrendered in the manner required hereby, as the case may be, including, without limitation, any claims made by any succeeding Lessee or occupant founded on such delay or condition. The Lessee's obligation to observe and perform the provisions of this Section shall survive the expiration or earlier termination of this Lease.

2.7 Notice By Lessee

The Lessee shall, when it becomes aware of it or when the Lessee, acting reasonably, should have become aware of it, notify the Town of any damage to, or deficiency or defect in, any part of the Premises, including the Premises, and any equipment or utility systems, or any installations located therein, notwithstanding the fact that the Town may have no obligations with respect to it.

ARTICLE III

CONSTRUCTION OF PREMISES

3.1 Changes and Additions to Buildings

The Town hereby reserves the right at any time, without notice to, consent of or compensation or liability to the Lessee, including without limitation, any claim that the same constitutes a breach of the Lessee's right to quiet enjoyment, to make alterations or additions to the Premises and to build adjoining the same. The Town also reserves the right, without notice to, consent of or compensation or liability to the Lessee, including without limitation, any claim that the same

constitutes a breach of the Lessee's right to quiet enjoyment, to alter or construct other buildings or improvements in the Premises from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same.

3.2 Lessee's Obligation

- (1) The Lessee shall not carry out any alterations, improvements or major repairs and maintenance to the Premises without prior consent of the Town. Consent not to be reasonably withheld by the Town and such consent will be provided by letter or written electronic communication to the lessee within 30 days of the request.
- (2) On an annual basis and on or before September 30 of each year, the Lessee shall discuss with the Town the proposed capital projects for the Premises for the following calendar year and provide the Town with such information and documentation as the Town may reasonably require with respect to the proposed capital projects and its budget. If the Lessee wishes Town funding for a capital project at the Premises, the Lessee shall submit an application to the Town and the Town reserves the right to approve or deny Town funding of said capital project(s).
- (3) All work performed by the Lessee with respect to the Premises shall:
 - (a) be done in accordance with the external and internal appearance of the Premises;
 - (b) be done as expeditiously as possible in a good and workmanlike manner and with first-class new materials;
 - (c) be done in compliance with such reasonable rules and regulations as the Town or its agents or contractors may make;
 - (d) be subject to the reasonable supervision of the Town or its agents or contractors;
 - (e) be done only by persons acceptable to the Town and acting in a reasonable manner; and
 - (f) be done at the risk of the Lessee.

ARTICLE IV

INSURANCE AND INDEMNITY

4.1 Lessee's Insurance

- (1) The Lessee will take out and keep in force throughout the Term and during such other time as the Lessee occupies the Leased Premises or part thereof all risks direct damage insurance upon its property, fixtures and improvements and all parts of the Premises to the full replacement value thereof. The Lessee will take out and maintain other insurance in amounts and upon terms reasonable for a prudent Lessee to provide as determined by the Town and its insurance advisors. If the nature of the Lessee's operation is such as to place any or all of its employees under the coverage of local Worker's Compensation or similar legislation, the Lessee shall also keep in force, at its expense, so long as this Lease remains in effect and during such other time as the Lessee occupies the Premises or any part thereof, Workmen's Compensation or similar insurance affording statutory coverage and containing statutory limits.
- (2) The Lessee will take out and keep in force throughout the Term comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Lessee, licensees and other persons conducting operations on or from the Premises, indemnifying and protecting the Town and the Lessee to a limit of FIVE MILLION DOLLARS (\$ 5,000,000.00) inclusive, or such other reasonable limit as the Town may require.
- (3) Each insurance policy referred to in this Agreement will name the Town as additional named insureds as their interests may appear and each insurance policy referred to in this Agreement will name the Town as additional named insured as their interest may appear as loss payees and, if applicable, mortgagees, and all policies referred to herein, will contain if available and as appropriate a waiver of rights of subrogation against the Town or a cross-liability clause protecting the Town and other insureds designated by it against claims by the Lessee as if the Town and other insureds designated by it were separately insured and protecting the Lessee against claims by the Town and other insureds designated by it as if the Lessee were separately insured, and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Town and the other insureds thirty (30) days prior written notice.
- (4) The Lessee will deliver or cause to be delivered to the Town copies or certificates of the insurance policies if requested.

- (5) If the Lessee fails to take out or keep in force any policy of insurance referred to in this Agreement the Town may, in its sole discretion, do so and pay the premium, and in that event the Lessee will pay to the Town the amount so paid as premium on demand together with interest thereon from date of payment thereof by the Town until the date the same are repaid. If the Town pays such premium the Lessee shall be considered in default of its obligations until such amount and interest thereon have been paid in full by the Lessee.
- (6) In the event of destruction and the building remains untenable the lessee will ensure their insurance portion as ensured pursuant to section 4.11 shall be contributed.

4.2 Town's Insurance

The Town will take out and keep in force through the Term all risks direct damage insurance on the Premises at current replacement cost updated annually, but which may exclude the improvements upon which the Lessee is obliged to take out insurance under Section 4.1, with responsible insurance companies, and in an amount such as would be carried by a prudent owner.

4.3 Cancellation of Insurance

If an insurance policy upon the part of the Premises is cancelled or threatened by the insurer to be cancelled, or the coverage thereunder reduced or threatened to be reduced by the insurer because of the use of occupation of the Premises, and if the Lessee fails to remedy the condition giving rise to cancellation, threatened cancellation, reduction, or threatened reduction of coverage within forty (48) hours, after notice thereof by the Town, the Town may terminate this Lease.

4.4 Release and Indemnification

The Town, except as provided in section 4.5, shall not be liable or responsible in any way for any death or any injury of any nature whatsoever that may be suffered or sustained by the Lessee or any employee, agent or customer of the Lessee or any other person who may be upon the Premises or for any loss or damage or injury to any property belonging to the Lessee or its employees or to any other person while such property is on the Premises. The Town shall not be liable for any loss or damage for which the Lessee is required to insure pursuant to Section 4.1, nor for any loss or damage resulting from any construction, alterations or repair.

Notwithstanding anything else contained in this Lease to the contrary, the Lessee will indemnify the Town and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by the Lessee of the Premises or any part thereof, or occasioned wholly or in part by any act or omission or commission of the Lessee, its agents, contractors, employees, servants, licensees or concessionaires or by anyone permitted to be on the Premises by the Lessee. In case the Town shall, without fault on its part, be made party to any litigation commenced by or against the Lessee, then the Lessee shall protect and hold the Town harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Town in connection with such litigation. The Lessee shall also pay all costs, expenses and reasonable legal fees that may be incurred or paid by the Town in enforcing the covenants and agreements in this Lease to the extent the town does not cover.

4.5 Loss and Damage

Unless caused by the negligence of the Town or another person for whose negligence the Town is responsible in law, the Town is not liable for the death or injury to the Lessee or others on the Premises.

Except for damage or loss caused by the negligence of the Town, its servants or agents, the Town shall not be liable for any damage to any property of the Lessee nor shall the Town be liable for any loss of property from or on the said facility however occurring, or for any damage done to any property or other effects of the Lessee or its employees or agents. All property of the Lessee kept or stored on the Premises will be kept or stored at the risk of the Lessee only and the Lessee will hold the Town harmless from all claims arising out of damage to it, including any claims by the Lessee's insurers.

The Town shall not be responsible for any payment of any Federal, Provincial or local taxes, nor for any loss by theft, or otherwise, damage by fire, riot or strike, action by the elements or any other causes beyond its control in the machinery, equipment or any other property of the Lessee or its agents or employees or the patrons of the Lessee.

4.6 Conduct of Lessee

In the event of any violation or in case the Town or its representatives shall deem any conduct of the Lessee, or any person or occupant in the Lessee's employ or control for the time being on

the facilities (engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be deemed prima facie to be that of the Lessee.

ARTICLE V

ASSIGNMENT SUBLETTING OR CHANGE OF CONTROL

5.1 No Assignment or Sublease

The Lessee will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor mortgage or encumber this Lease or the Premises or any part thereof, nor suffer or permit the occupation of all or any part thereof by others, nor transfer or convey or otherwise dispose of the permission granted hereunder to any other person, company or corporation without prior written consent of the Town, except as permitted in subsection 1.2(e) and (f) of this Lease Agreement.

5.2 Change of Control

If the Lessee is a corporation and a change of control occurs from control as same exists at the signing of the Lease, the Lessee covenants to notify the Town of any change of control. For the purposes of this section change of control shall have the same meaning ascribed to it in the *Business Corporations Act* (Ontario) as amended from time to time.

Article VI

EMPLOYMENT OBLIGATIONS

6.1 Staff Requirements

The Lessee covenants and agrees to employ staff/volunteers to properly handle and govern the conduct of all persons in attendance at functions conducted by the Lessee; and to adopt and promulgate rules and regulations governing the conduct of the said attendants and that said attendants shall, for the purposes, be agents and employees of the Lessee.

It shall be the responsibility of the Lessee to employ staff, hire contractors and use volunteers for the safe and legal performance of all operations carried out by the Lessee, its employs or agents on the Premises in accordance with the laws of the Province of Ontario.

6.2 Town's Rights to Terminate

The Lessee shall immediately terminate employment in the facilities at the Premises of any employee at the request of the Town if the Town considers that person detrimental to the best interest of the Town or the public using the facilities at the Premises.

Article VII

USE AND ACCESS BY TOWN

7.1 Non-Exclusive Use

The use and occupation by the Lessee of the Premises shall include the non-exclusive use in common with others entitled thereto, subject however to the terms and conditions of this Lease and to the rules and regulations for the use thereof as prescribed from time to time by the Town.

The Town maintains the right to use the Premises or rent or permit use of part or all of the Premises, including the facilities and lounge at the Premises at any time so long as it has provided written notice to the Lessee and confirmed with the Lessee that it does not require use of the Premises or that portion of the Premises for the duration of the rental or use by the Town.

The Town shall provide protected and preferential priority to the Lessee over the use or rental of the Premises in accordance with the terms of this Agreement.

7.2 Non-Interference

The Lessee shall not interfere with any other Lessee, the Town or any employee of the Town.

7.3 Access to Premises

The Town has the exclusive right to manage and control the Premises and from time to time to establish, modify and enforce reasonable rules and regulations regarding the use, maintenance and operation of the facilities at the Premises, and the rules and regulations in all respects will be observed and performed by the Lessee, its officers, employees, customers and other invitees. Without limitation, the Town has the right to enter onto the Premises at any time without notice to, consent of or compensation or liability to the Lessee to do any of the following:

- (1) Maintain, repair, reconstruct or construct the Premises or any part thereof;
- (2) construct, maintain and operate lighting facilities and heating, ventilating, and air conditioning systems;
- (3) supervise the facilities;

- (4) temporarily close off all or part of the common areas and facilities at such times as in the opinion of the Town are advisable including for security and to prevent the accrual of any rights herein to any person; and
- (5) temporarily close off all or part of the Premises for maintenance, repair, reconstruction or construction.

7.4 Inspections

The Premises may be inspected at any time by the Town, or by any representative thereof, or by any representative of Public Health, Fire Department, Building Inspection Department, and any other law enforcement agency. The Town agrees as part of its Health and Safety commitment will do Health and Safety inspections of the site. They will notify the club of any deficiencies and their responsibilities.

Article VIII

CONDITION OF PREMISES, SIGNS, FIXTURES, EQUIPMENT AND ALTERATIONS

8.1 Property As Is

The Premises shall be accepted by the Lessee as is, and the cost of any alteration of the existing equipment or fixtures shall be the responsibility of the Lessee. Provided, however that if such alteration of existing equipment or fixtures is necessary, the same shall not be done by the Lessee unless and until prior written consent is received from the Town, and upon the condition that the Lessee once granted the permission will upon the completion of the use return the equipment and fixtures to the condition they were in prior to the said alteration, if so requested by the Town. The Town reserves the right to approve who makes the alteration.

8.2 Installations and Changes by Lessee

All fixtures installed by the Lessee will be of first-class quality. The Lessee, with prior consent in writing from the Town, such approval not to be unreasonably withheld, may erect and maintain exterior wall or fascia signage or advertising on exterior and interior faces of the Premises and such additional signage as it may deem to its advantage. The Lessee will not make any changes to the structural elements of the Leased Premises.

8.3 Removal of Installations and Restoration by Lessee

All alterations, decoration, additions and other Leasehold Improvements, including signage, made by the Lessee or made by the Town on the Lessee's behalf become, on affixation, the property of the Town, but the Town shall have no obligation to repair, maintain, replace or

insure them, all of which shall be the Lessee's responsibility. No alteration, addition or other Leasehold Improvement including trade fixtures, (unless such fixtures are being repaired, replaced or exchanged in the normal course of business) will be removed from the Premises before the end of the Term without prior consent in writing from the Town. Upon termination of this Lease the alterations, decorations, additions and other Leasehold Improvements excepting Lessee's trade fixtures will remain the property of the Town as part of the reversion, but the Lessee will remove all or some of the alterations, decorations, additions, other Leasehold Improvements, including all signs and advertising if and to the extent requested by the Town, and restore the Premises to the condition it was in prior to the installation. Every installation, removal or restoration by the Lessee of its trade fixtures will be done at the sole expense of the Lessee and the Lessee promptly will make good or reimburse the Town the cost of making good all damage to structural elements relating to the Premises or to the heating, ventilating, air conditioning, plumbing, electrical or other mechanical systems in the Complex caused thereby.

8.4 Lessee's Equipment

The Lessee, its employees, agents, contractors and invitees shall have the non-exclusive right to install, store, use and keep its equipment on the Premises. Subject to the terms of this Agreement, all of the Lessee's equipment as further described in Schedule "B" attached hereto, shall, at all times, remain the property of the Lessee during the Term, notwithstanding any rule of law or equity. The Lessee's equipment shall not be subject to distress or seizure by the Town or its agents by reason of any default whatsoever by the Lessee, its employees or agents. The Town covenants to take all necessary steps to ensure that any chargee or other encumbrancer of the Premises acknowledges in writing to the Lessee in form and substance acceptable to it that no such charge or encumbrance shall apply to the Lessee's equipment and the Town shall not charge or otherwise encumber or permit to be charged or otherwise encumbered any of the Lessee's equipment.

8.6 Lessee to Discharge All Liens

The Lessee will pay all its contractors and material suppliers and do all things necessary to minimize the possibility of a lien attaching to the Premises. The Lessee shall keep the Premises free and clear of any construction liens and other liens for supplies, equipment, materials, services and labour purchased by the Lessee, except that the Lessee reserves the right to contest any such lien at no cost to the Town. Any construction liens which are registered against the Premises or other lands owned by the Town in relation to any work done by or behalf of the Lessee shall be discharged by the Lessee within ten (10) days after it is brought to the attention of the Lessee by either paying out such lien claimant or paying the required amount or security into court or escrow sufficient funds in order to vacate the lien until the claim is decided on its merits.

ARTICLE IX

DEFAULT AND TERMINATION OF LESEE

9.1 Right to Re-Enter

If the Lessee fails to pay Rent when due or fails to observe or perform any other terms, conditions or covenants of this Lease to be observed or performed by the Lessee, or if re-entry is permitted under other terms of this Lease, the Town in addition to any other right or remedy it may have will have the right of immediate re-entry and may remove all persons and property from the Premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee, all without service of notice or resort to legal process and without being considered guilty of trespass or becoming liable for loss or damage occasioned thereby.

9.2 Right to Relet

If the Town re-enters, as herein provided, it may either terminate this Lease or it may from time to time without terminating this Lease or the Lessee's obligations under this Lease, make alterations and repairs considered by the Town necessary to facilitate a reletting, and relet the Premises or any part thereof as agent of the Lessee for such term or terms and at such rental or rentals and upon such other terms and conditions as the Town in its reasonable discretion considers advisable. Upon each reletting all rent and other moneys received by the Town from the reletting will be applied, first to the payment of indebtedness other than Rent due hereunder from the Lessee to the Town, and second to the payment of reasonable costs and expenses of the reletting.

9.3 Breach of Term

Upon breach of any term, covenant or condition of the Lease governing the use of the facility, the Town shall give notice in writing to the Lessee of the breach and if the breach is not rectified forthwith in the case of an emergency or otherwise within thirty (30) days of the notice then the Town at its sole discretion shall be entitled to terminate the Lease with the same force and effect as if the term had come to an end.

If the term hereby granted or the goods and chattels of the Lessee shall be at any time seized or taken in the execution or attachment, or if the Lessee shall make an assignment for the benefit

of creditors or shall become bankrupt or insolvent, or make a proposal to their creditors, or being a company shall become subject to any legislative enactment relating to liquidation or winding up, either voluntary or compulsory, the said term shall immediately become forfeited and void and an amount equivalent to the next ensuing three months' rent shall be at once due and payable.

ARTICLE X

ASSIGNMENT BY TOWN

10.1 Assignment

If the Town sells its interest in the Premises or in this Lease, to the extent that the purchaser or assignee is responsible for compliance with the covenants and obligations of the Town hereunder, the Town without further written agreement will be released of liability with respect to such covenants and obligations.

ARTICLE XI

RULES AND REGULATIONS

11.1 Hours of Operation

The Lessee agrees that the Town may impose certain rules and regulations for the operation of the Premises, particularly respecting security and hours of operation and the Lessee shall adhere to same. Should the hours of the club need to be altered the Town will work mutually with the club.

ARTICLE XII

COMPLIANCE WITH LAWS

12.1 Compliance with Laws

(1) The Lessee, at the Lessee's sole cost and expense, will comply with the applicable requirements of all municipal, provincial, federal and other governmental authorities now in force or which may hereafter be in force pertaining to the Premises, and the Lessee's occupancy or use of the Premises and all municipal by-laws and provincial and federal

statutes and regulations now in force that pertain to the Premises or which may hereafter be in force.

- (2) The Lessee covenants and agrees with the Town to comply with all police, fire and sanitary regulations imposed by the Town or by any Provincial or Federal authority or made by fire insurance underwriters, or by the Town and will observe and obey the regulations and other requirements governing the conduct of the Lessee with respect to the facilities at the Premises, and will save the Town harmless from Damages, charges, actions or costs for noncompliance or violations of any of the said laws, regulations and requirements or any liability for costs or for damages for injury to persons or property resulting therefrom.
- (3) The Lessee covenants and agrees with the Town to comply with the terms of the Worker's Compensation Act of the Province of Ontario and any amendments thereto insofar as they are applicable to it.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Number and Gender

The necessary grammatical changes required to make the provision of this Lease apply in the plural sense where the Lessee comprises more than one entity and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

13.2 Headings and Captions

The table of contents, article number, article headings, section numbers and section headings are inserted for the convenience of reference only and are not to be considered when interpreting this Lease.

13.3 Obligations as Covenants

Each obligation of the Town of the Lessee expressed in this Lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.

13.4 Entire Agreement

This Lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Town and the Lessee concerning the Premises or the subject matter of this Lease.

13.5 **Governing Law**

This Lease will be interpreted under and is governed by the laws of the Province of Ontario.

13.6 **No Partnership**

The Town does not in any way or for any purpose become a partner of or a joint venturer or a member of a joint enterprise with the Lessee. Neither the method or computation of any payment nor any other provision contained herein, nor any acts of the Parties hereto shall create any relationship between the Parties hereto other than that of Lessor and Lessee.

13.7 **Partial Invalidity**

If a term, covenant or condition of this Lease or the application thereof to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Lease or the application of the term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable will be affected.

13.8 **Joint and Several Liability**

Should the lessee seek to change its legal status the lessee requires consent of the Town acting in a reasonable manner. Currently the lessee is a not-for-profit Corporation.

13.9 **Notice**

A notice, demand, request, statement or other document required or permitted to be given under this Lease must be written and will be sufficiently given if delivered in person to the Town or to an officer of the Town, or sent by facsimile, email, or mailed in the Province of Ontario both by ordinary or by registered mail addresses to:

Town:

The Corporation of the Town of St. Marys
c/o Community Services Director
P.O. Box 998
St. Marys, Ontario N4X 1B6
Tel: (519) 284-2340
Fax: (519) 284-3881

Lessee:

St. Marys Curling Association
c/o President
425 Water St. S
P.O. Box 3027
St. Marys, ON N4X 1A6
Tel: 519-284-3090

A notice, demand, request, statement or other document mailed as aforesaid will be considered to have been given to the party to which it is addressed on the second (2nd) business day following the date of mailing. A notice, demand, request, statement or other document sent by facsimile or email shall be deemed to have been received on the date of transmission, provided that it is received within normal business hours on a business day, and, if not, then it shall be deemed to have been received on the next business day. A party at any time may give notice to the other party in writing of a change of its address, and after the giving of the notice the address therein specified will be considered to be the address of the party which gave the notice.

13.10 Amendment to be in Writing

No alteration, amendment, change or addition to this Lease will bind the Town or the Lessee unless in writing and signed by them.

13.11 Successors and Assigns

This Lease binds and benefits the parties and their respective heirs, executors, administrations, successors and assigns. No rights, however, benefit an assignee of the Lessee unless the assignment was consented to or did not require a consent under the terms of this Lease.

13.12 Dispute Between Parties

Any dispute between the parties hereto which cannot be resolved, shall be submitted to mediation. The mediator shall be agreed to by both parties and the cost of the mediation shall be shared equally by the Town and Lessee. If mediation does not resolve the dispute between

the parties hereto, the matter shall be submitted to arbitration in accordance with the *Arbitrations Act* of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed this Lease as of the day and year first above written.

DATED AT St. Marys

this 03 day of November 2016

Corporation of the Town of St. Marys

Per: 
Al Stratthdee - Mayor

Per: 
Brent Kittmer - CAO/Clerk

We have authority to bind the Corporation.

DATED AT St Marys

this 03 day of November 2016

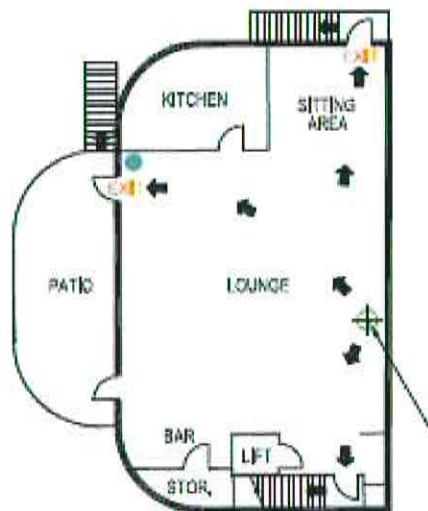
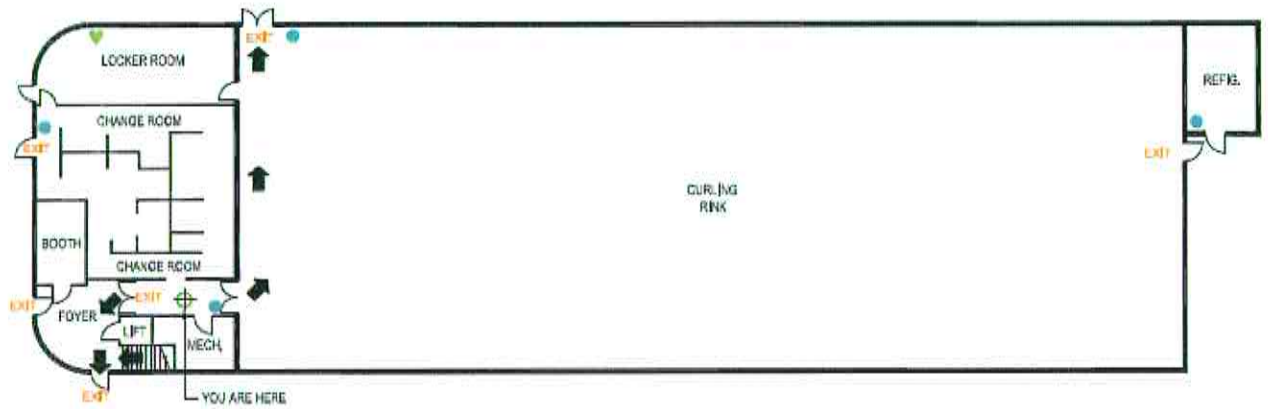
St. Marys Curling Association

Per: 
Jason Clarke - President

Per: Catherine Wallis
Catherine Wallis, Secretary

We have authority to bind the Corporation.

SCHEDULE "A"



Schedule "B"

1. Ice ice making equipment including the compressor, condenser, dehumidifier, ice scraper etc.
2. Curling stones.
3. Change room chairs, benches, scoreboards and coat hooks.
4. Cupboards in the change room (3 closest to the rink) and cupboard used to store the curling stones.
5. Tables and chairs upstairs.
6. Coolers, freezer, stoves, dishwasher, dishes and utensils upstairs
7. Snow blower.
8. Televisions, ice monitors and cameras.
9. Miscellaneous hand tools for repairs.



AMENDING LEASE AGREEMENT

THIS AMENDING LEASE AGREEMENT made as of this ____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS
(hereinafter called the "Town")

OF THE FIRST PART

and

ST. MARYS CURLING ASSOCIATION
(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Town and the Lessee entered into a Lease Agreement dated November 3, 2016 (the "**Agreement**"), whereby the Town clarified the term and conditions of a lease for 425 Water Street South, St. Marys, Ontario (the "**Premises**").

WHEREAS the Lessee has requested a change to the date of which it may access the Premises;

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals form an integral part of this Amending Lease Agreement. Any capitalized term not defined herein has the meaning ascribed to it in the Agreement.
2. That the term defined in the Lease Agreement in Article I, Section 1.2(b) be replaced with the following:

Use of the entire facility, as shown on Schedule "A" attached hereto ("Facility"), Sunday to Saturday from October 1 to April 15 each year (the "Curling Season") for the term of this Agreement.

3. That the condition defined in the Lease Agreement in Article I, Section 1.2(c) be replaced with the following:

Use of the upstairs lounge as shown on Schedule “A” attached to the Lease Agreement will only be accessible to the Association during its lease period from October 1 to April 15 of each year. If the Association wishes to access the lounge during the off-lease period the Association must contact the Town to book this space based on availability.

- 4. All other applicable terms and conditions contained in the Agreement, except as modified by this Amending Lease Agreement, shall remain in full force and effect.

DATED AT _____ this _____ day of _____ .

Corporation of the Town of St. Marys

Per: _____
Al Strathdee - Mayor

Per: _____
Jenna McCartney – Clerk

We have authority to bind the Corporation.

DATED AT _____ this _____ day of _____ .

St. Marys Curling Association

Per: _____
Title: _____

Per: _____
Title: _____

We have authority to bind the Corporation.

PROCUREMENT AWARD

To:	Mayor Stratthdee and Members of Council
Prepared by:	Doug LaPointe, Recreation Operations Manager
Date of Meeting:	23 May 2023
Subject:	DCS 24-2023 Aquatics Centre Lower Roof Replacement

PROJECT DETAILS

The project components of the Aquatics Centre Lower Roof Replacement include the repair and restoration of the roof sections above the change rooms. This includes all roof-top mechanical equipment for the Aquatics Centre and replacing the roof with a new 3-ply roof system. At the same time, a small section of roof will be replaced using the same method, over top of the Entrance “D” hallway from the entrance to the stairs.

The roof being replaced was identified as a critical concern during professional consultation using visual and thermal imaging. \$630,000 was approved in the 2023 capital budget as recommended by the consulting company which inspected and drafted the specifications of the project, to ensure the correct products are used in the proper manner. If awarded, the project is expected to be complete in August/September of 2023 over the course of 3 to 4 weeks dependent on weather conditions. The professional consulting company would serve as the on-site point of contact on behalf of the Town during project completion.

RECOMMENDATION

THAT DCS-24 2023 Aquatics Centre Lower Roof Replacement report be received; and,

THAT the procurement for the replacement of the lower roof, along with a small section above the Entrance “D” corridor be awarded to Nedlaw Roofing Ltd. for the procured price of \$371,487.50, inclusive of all taxes and contingencies; and,

THAT Council consider By-Law 63-2023, being a by-law to authorize the Mayor and the Clerk to sign the associated agreement with Nedlaw Roofing and Ltd.

PROCUREMENT SUMMARY

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

Procurement Information	Details and Results
Procurement Title:	RFT-DCS-12-2023
Tender Closing Date:	Friday, March 24, 2023
Number of Bids Received:	Five (5)
Successful Proponent:	Nedlaw Roofing Ltd.
Approved Project Budget:	\$630,000.00
Cost Result – Successful Bid (Inclusive of HST):	\$371,487.50
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$328,750.00
Project Over-budget (Net of HST)	\$0

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

Included in the tender were two different options, one being a hot application, which would result in a more pronounced odour noticeable by patrons and nearby residents, and the other a cold application which is a “no smell” application. The hot application method received the most competitive bid thus this is the method which will be applied.

The project will result in a 30-year warranty on all products installed as part of the roofing system as the award price includes the work outlined as Option #3 in the bid summary.

FINANCIAL IMPLICATIONS

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

Federal Gas Tax (budgeted)	\$328,750
Name and Number of Other Account (if needed)	\$0
Tender over-budget (if needed)	\$0
Total	\$328,750

STRATEGIC PLAN

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

- Pillar #1 Infrastructure – Developing a comprehensive and progressive infrastructure plan:
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.

OTHERS CONSULTED

André Morin, Director of Corporate Services / Treasurer

ATTACHMENTS

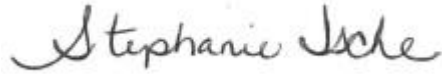
1. Bid Summary

REVIEWED BY

Recommended by the Department



Doug LaPointe
Recreation Operations Manager



Stephanie Ische
Director of Community Services

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer

VENDOR OPENING SUMMARY SHEET

CONTRACT NO:

DCS-12-2023

TITLE:

PYRAMID CENTRE ROOF REPLACEMENT

LOCATION & TIME: 2:00 PM, MOC

MARCH 24, 2023

#3 optional

NO	VENDOR	DATE	TIME	AMOUNT (without HST)
1	ATLAS-APEX Roofing Inc	Mar 23/23	8:40 AM	\$416,979.00 / \$503,594.00 / \$12,414.00
2	Alwaco Roofing Ltd.			
3	Contract Connect			
4	Covertite Eastern Ltd			
5	Flynn Canada Ltd	Mar 24/23	10:55 AM	\$523,774.00 / 686,213.00 / \$14,202.00
6	Grandwalky Roofing & Coatings Inc.			
7	Keller Roofing & Sheet Metal Inc	Mar 24/23	9:10 AM	\$437,899.00 / \$629,723.00 / \$11,830.00
8	Medlaw Roofing Ltd	Mar 24/23	9:43 AM	\$324,800.00 / \$420,187.00 / \$350.00
9	North 49 Sales Agency Inc.			
10	Smith-Reed Roofing & Sheet Metal Ltd	Mar 24/23	1:34 PM	\$361,915.00 / \$401,415.00 / no bid for option #3.
11	T Hamilton & Son Roofing Inc.			
12				
13				
14				



MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Corporate Services

Date of Meeting: 23 May 2023

Subject: COR 35-2023 May Monthly Report (Corporate Services)

RECOMMENDATION

THAT COR 35-2023 May Monthly Report (Corporate Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

Finance:

- Payments – 478 cheques; \$1.3M, 3 EFTs; \$85k.
- Tax – first supplementary tax bill processed; \$94k. Second tax installment due May 31, 2023.
- Finance Clerk – insurance renewal project.
- Service Ontario – 754 transactions (excluding health related), average of 42 transactions per day.
- ERP – demo site has been launched, internal training setup for end of May with the Finance team.
- AMP – project ongoing.
- 2022 Year End – Auditors May 17-19, 2023.

Information Technology:

- Upgraded outdoor Wi-Fi access point at Cadzow Park
- Turned on enhanced sensitive Data Loss Prevention measure for email (prevents sensitive data to be sent via email without encryption)
- Worked with Communications Team to implement new digital display at PRC
- Continued enrolled mobile device deployment to staff
- Completed cyber maturity assessment checklist and created excel workflow of activities
- Cyber Monitoring monthly report attached

Communications:

MEDIA RELATIONS

Total # of Media Releases	Total # of Media Mentions	Total # of Media Outlets

13	26	9
TRADITIONAL ADVERTISING		
Total # of Print Ads/Publications		Total # of Radio Ads
8		-
SOCIAL MEDIA ADVERTISING		
Total # of Ads	Total # of Users Reached	Total # of Engagements
4	30,479	675
WEBSITE (TOWNOFSTMARYS.COM)		
Total # Website Visits	Most Visited Pages	
83,769	Aquatics Centre, Library, Swimming Quarry, Pyramid Recreation Centre, Current Opportunities	
SOCIAL MEDIA		
Platform - Owner	Total # of New Followers	Total Followers
Facebook – Town of St. Marys	14	6,582
Facebook – Pyramid Rec Centre	8	3,832
Facebook – Friendship Centre	15	790
Twitter – Town of St. Marys	-2	2,419
LinkedIn – Town of St. Marys	-	321
Instagram – Town of St. Marys	14	2,202

Current/Ongoing Projects:

- Completed very successful public engagement campaign for Downtown Services Location Review
 - Over 300 attendees to April 1 open house
 - Over 500 responses to survey
- Preparing to launch public engagement campaign for Milt Dunnell Field revitalization project
- Managed media relations for release of cyber incident report; fielded calls from major media outlets, including CTV, Global TV, and CBC
- Migrated website search function from Cludo (which cost nearly \$4,000/year) to a free Google option for governments
- Working with IT to reduce reliance on Adobe products, which would significantly reduce costs/staff time
- Exploring social listening/media monitoring tools to assist with tracking and monitoring online mentions/news articles about the Town of St. Marys

Tourism & Economic Development

- Continued to work on the timelines and installation for the Town's wayfinding implementation.
- Continued work on the revitalization for Milt Dunnell Field.
- Visitors Guides were printed and delivered. Shipped 7,000 guides to Ontario visitors centres, border crossings, hotels, Inns and Motels in London, K-W and surrounding areas, and to recreation centres within southern Ontario.
- Collaborated with Perth County and Destination Stratford on a new cycle map and further our approach to cycling promotion.
- Hosted a turn-around location in Milt Dunnell Field for the Perth County Cycle Tour.

Events

- Designed the 2023 St. Marys Events rack card, to be available at municipal locations and select St. Marys businesses by mid-May
- Planning the St. Marys Commemorates Canada Day in Cadzow Park event
- Coordinated Stonetown Heritage Festival children's programming with the Community Services department, Library, Museum and St. Marys Poetry Circle
- Recruiting sponsors, vendors, artists, and volunteers to participate in Stonetown Heritage Festival

Train Services

- Total Phone Calls/ Travel Inquiries = 36
- Total GO passengers = 114 (47 departing, 67 arriving)
- Total GO tickets sold/ printed = 0
- Total VIA passengers = 190 (153 departing, 137 arriving)
- Total VIA tickets sold/ printed = 20

SPENDING AND VARIANCE ANALYSIS

None to report.


REVIEWED BY

Recommended by the Department



André Morin
Director of Corporate Services/Treasurer

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



April 2023

Monthly Summary

Town of St. Marys

Reporting period: 1 April 2023 - 1 May 2023

Covalence Report

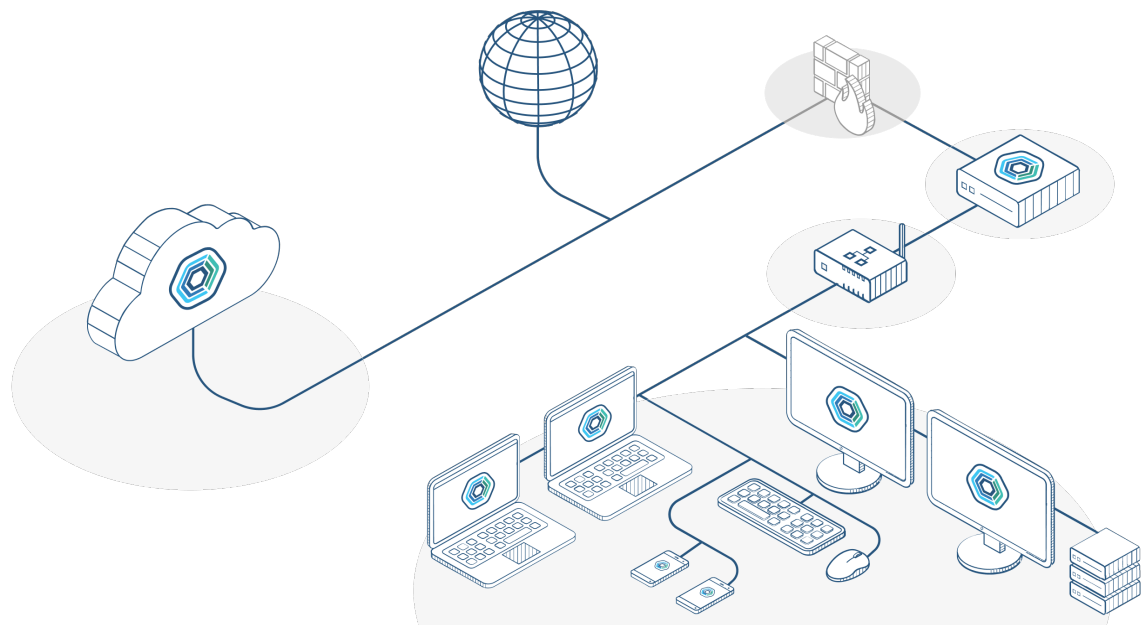
April 2023

Risk Level Trend

⊗ **Regressing**



Monitoring Services



- **Cloud Monitoring**
170 cloud accounts
- **Endpoint Monitoring**
94 endpoint agents
- **Network Monitoring**
1 network sensor
- **Email Analysis**
No emails analyzed
- **DNS Firewall**
No connections
- **External Monitoring**
6 domains

Key Insights

- ⊗ **More AROs left unresolved**
You're not keeping up with the mitigation of your cyber security risk
- ⊗ **More time taken to resolve AROs**
You're spending more time triaging new AROs than you have in the past
- **Usual amount of use of your email analysis service**
Your cloud email users are helping keep your domain as secure as they have in the past

Analytic Summary

Traffic Analyzed	Events Assessed	AROs Issued	Actions Issued
3 TB ▼ 253 GB	2835 ▼ 2939	6 ▼ 1	0 ▼ 0

Traffic Analyzed

Total analytic input, such as captured network traffic and activity logs collected from endpoint systems and cloud domains.

Events Assessed

Total analytic output from a range of continuously evolving analytics and detections.

ARO Trends

April 2023

Risk Level Trend

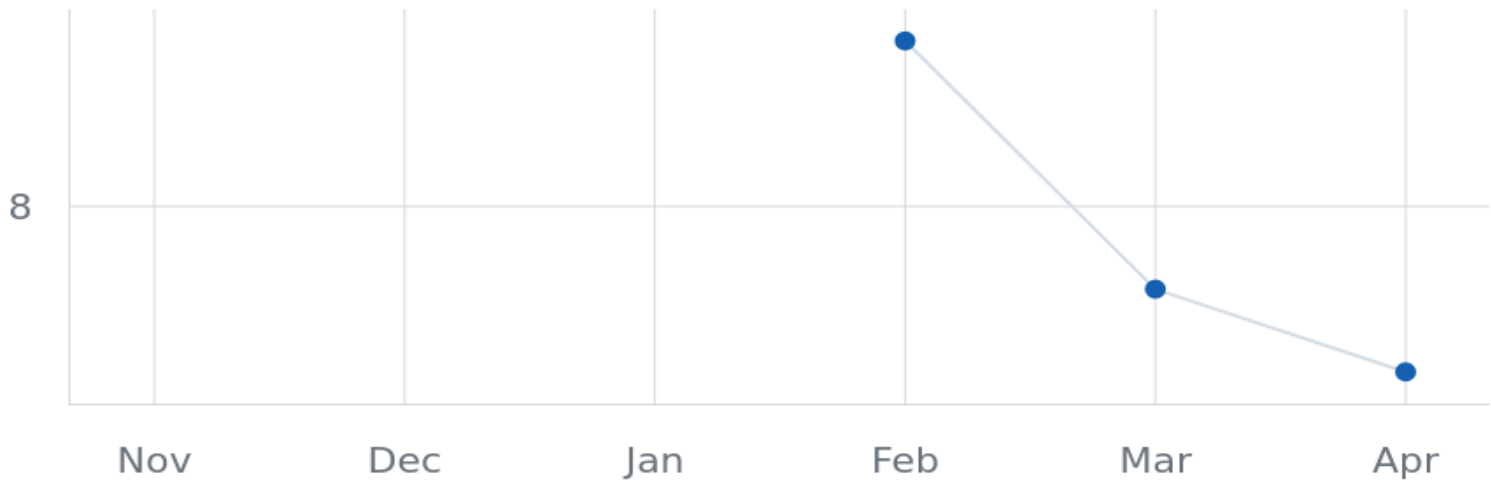
⊗ **Regressing**

This month, your organization...

- Received about the same number of AROs as usual
- ⊗ Resolved AROs slower than usual
- ⊗ Left more AROs unresolved than usual

+ New AROs

NEW AROS OVER TIME

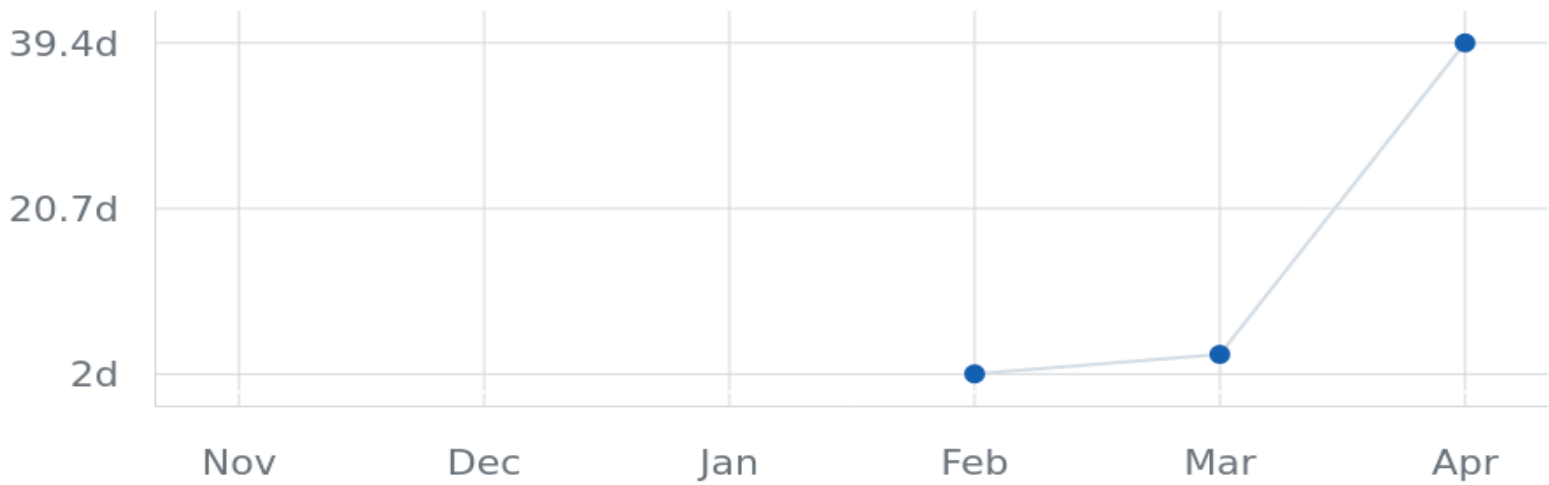


Response

	New	Closed	Unresolved
▲ Actions Avg. closure time: N/A	0 -	0	0
▲ Recommendations Avg. closure time: 46 days(15 days - 70 days)	5 ▾ 2	5	4
▲ Observations Avg. closure time: 1 day	1 ▴ 1	1	0

🕒 Response Time

AVG. TIME TAKEN TO CLOSE AROS



All AROs received in April

April 2023

All AROs from this month, ranked by impact. [See AROs in the Portal.](#)

#1

Unresolved

Endpoint Risk - Vulnerable Software Detected - C...

ARO-22 • Recommendation, High Severity

Reported:

19 April 2023 (1:21 p.m.)

Unresolved for:

11 days, 10 hours

Mitigations completed:

0 of 4

#2

Unresolved

Endpoint Risk - Vulnerable Operating System Det...

ARO-23 • Recommendation, Medium Severity

Reported:

19 April 2023 (1:38 p.m.)

Unresolved for:

11 days, 10 hours

Mitigations completed:

0 of 1

#3

Unresolved

Endpoint Risk - Vulnerable Software Detected - ...

ARO-21 • Recommendation, Medium Severity

Reported:

4 April 2023 (1:08 a.m.)

Unresolved for:

26 days, 22 hours

Mitigations completed:

0 of 1

#4

Closed • Resolved

Endpoint Risk - Vulnerable Operating System Det...

ARO-20 • Recommendation, Medium Severity

Reported:

4 April 2023 (1:08 a.m.)

Resolved in:

15 days, 12 hours

Mitigations completed:

0 of 1

#5

Unresolved

Unencrypted Credentials Detected - Insecure Tra...

ARO-19 • Recommendation, Medium Severity

Reported:

3 April 2023 (4:35 p.m.)

Unresolved for:

27 days, 7 hours

Mitigations completed:

0 of 2

#6

Closed • Resolved

Account Risk - VPN Authentication Detected

ARO-24 • Observation, Medium Severity

Reported:

22 April 2023 (4:11 p.m.)

Resolved in:

1 day, 21 hours

Mitigations completed:

0 of 2



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MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Emergency Services / Fire Department

Date of Meeting: 23 May 2023

Subject: FD 06-2023 May Monthly Report (Emergency Services)

RECOMMENDATION

THAT FD 06-2023 May Monthly Report (Emergency Services) be received for information.

DEPARTMENTAL HIGHLIGHTS

During the month of May (14 April – 12 May 2023) the Fire Department responded to 05 emergency responses most notably:

- MVC – 1 St. Marys & 1 Peth South
- Automatic Alarm – 1 St. Marys
- CO Alarms – 1 St. Marys
- Medical VSA – 1 St. Marys

Average attendance of firefighters - 14

Fire Chief attended 1 call alone.

St. Marys Fire Department has responded to 32 calls for service (01 January – 12 May 2023) compared to 50 (01 January – 12 May 2022)

Fire Prevention

During the month of May (14 April – 12 May 2023) the Chief Fire Prevention Officer accomplished the following:

Inspections

- 2 Follow up and ongoing.
- 1 Safety Concern
- 3 Requests
- 16 Routine
- 2 licensing
- 2 Site visits (request for clarification regarding Ontario Fire Code, lockbox installation location)

Total 26

Public Education

Mentoring a student that will be starting a Fire Prevention course at Fanshawe in September. CFPO will supervise and observe fire inspections of various buildings, identify violations and infractions, verify fire code violations, and conduct a follow up with the business upon completion.

Fire Prevention display at the Fire Department breakfast May 07, 2023.

Emergency Preparedness Week May 07- 13, 2023

Emergency Preparedness Week is a national awareness initiative that has taken place annually since 1996. It is a collaborative event undertaken by provincial and territorial emergency management organizations supporting activities at the local level, in concert with Public Safety Canada and partners. EP Week encourages Canadians to take three simple steps to become better prepared to face a range of emergencies:

- Know the risks.
- Make a plan.
- Get an emergency kit.

CEMC set up a static display during the Fire Department Breakfast May 07, 2023.

Corporate Communications shared a rollout of materials for EP Week 2023 through posts/tweets and on the Town's website.

Charity/Fundraiser

Fire Department Breakfast Sunday May 07, 2023

The Firefighters hosted the annual Fire Department Breakfast on Sunday May 07, 2023. Firefighters fed more than 900 members of the community. Even though the weather did not cooperate it didn't seem to dampen the spirits of all those involved.

Tim Horton's Smile Cookie fundraiser May 1-7, 2023

Fire Chief attended the St. Marys Tim Horton's Smile Cookie fundraiser May 3, 2023

McHappy Day Wednesday May 10, 2023

Firefighters participated in McHappy day fundraiser.

Training

- Maintenance Night
- Meeting Night
- Structural firefighting training at the training house on Line 15 on two different occasions
- MSA SCBA training

Tiered Response Meeting

- Paramedic Chief and Perth County Fire Chief's attended the final meeting and approved the draft copy of the Tiered Response Agreement.
- Fire Chief will present the new Tiered Response Agreement to Council for approval in June.
- There are no significant changes that affect our current medical response practices.

Pumper 2

- There are issues with the VPS power shift on the bottom of the Hale pump that is not allowing it to go into Pump.
- Humphreys reported that to fix the problem and to order parts from BC (one to two weeks to arrive) it would cost north of \$4,500.
- Fire Chief has decided to forgo the repairs and has informed all the mutual aid departments that in the event we have a large structural fire we will be requesting their assistance.
- In the meantime, we can still use the truck for transportation and to access all equipment that is on board.

New Pumper

- The new pumper is due to arrive in Ontario during the last week of May.
- The truck committee will visit the Safetek site for a complete inspection.
- The Fire Chief will coordinate with Safetek to have the truck delivered in early June.

St. Marys Fire Department Firefighter Recruit Open House

- Fire Chief is currently working on the St. Marys Fire Department Firefighter Recruit Open House itinerary, PowerPoint presentation and social media advertising.
- The Fire Department is planning to host the Open House mid June.
- Fire Chief and (HR) are currently updating the Job Posting and Firefighter Orientation Guide.
- Fire Chief is working with Corporate Communications to create an advertising campaign.

Fire Siren

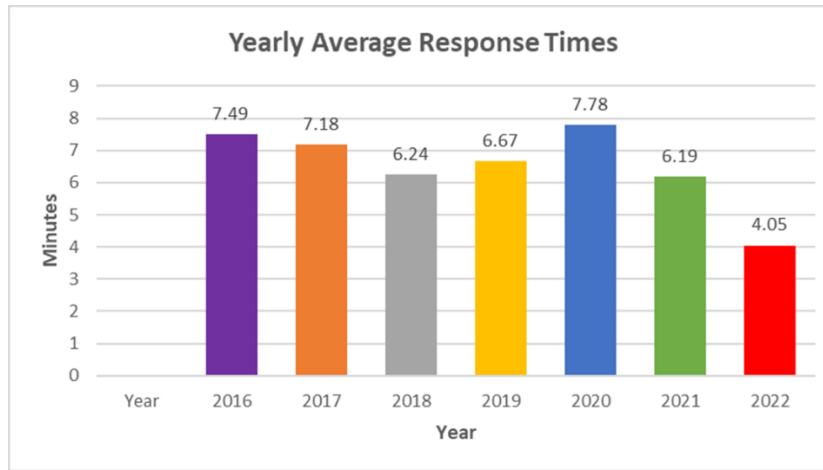
With the reinstatement of the Fire Siren staff wishes to explain in further detail as to why the Fire Siren is important to the Town of St. Marys firefighters and our residents.

When I first assumed the position of Fire Chief, I initially did not see the significance in having the Fire Siren. I thought it was redundant. That's because I came from a firefighting background where the hall was staffed with full-time fire fighters. When we received an emergency response alert, the firefighters (already in the station) would depart the fire hall driving large red fire apparatus with red and blue lights and sirens and air horns. They had no issues with people pulling over.

After time I could see the significance of having the Fire Siren and how it helped the volunteer firefighter's response time as they navigated from work and home to the Fire Hall. By alerting the public that there is an emergency taking place the Fire Siren would allow people to be cognitive that Firefighters would be responding to the Fire Hall in their personal motor vehicles with green flashing lights

Out of 131 calls for service last year 73 calls occurred during the time frame of 7am – 6pm. The same time the Fire Siren would be activated.

The chart below proves how our response time has improved since moving into the new fire hall and because of training.



Having people alerted by the Fire Siren and being made aware of what green flashing lights mean will only improve our response time. Having more people pull over will allow us to respond even faster, and in an emergency, every second counts.

- The Fire Siren test was completed (Friday May 12) using 7 sirens, 4 sirens and 1 siren.
- Personnel were placed in previously designated positions at various locations all over town. Once the test was completed, they reported their personal results.
- It appears that the siren (7) can be heard from the 5 entrances into Town. There is a report that the siren is difficult to hear right downtown. Most likely due to the downtown core being in a valley and that the sound from the siren carries better in a straight line to all the other locations.
- As of Friday May 12, 2023, the Fire Department is placing the Fire Siren in service. When Firefighters are paged out, the first arriving firefighter at the Fire Hall will activate the Fire Siren. The Fire Siren is set on a timer and will sound for 1 minute. If the Fire Siren needed to be shut off the firefighters can do that.

The siren will only be activated between 7am and 6pm during peak traffic hours.

SPENDING AND VARIANCE ANALYSIS

- Car Fire Blanket - \$5,717.80 Funded by donation.

REVIEWED BY

Recommended by the Department

Richard Anderson
Director of Emergency Services / Fire Chief

Recommended by the CAO

Brent Kittmer
Chief Administrative Officer

MONTHLY REPORT

To: Mayor Stratthdee and Members of Council

From: Public Works

Date of Meeting: 23 May 2023

Subject: PW 34-2023 May Monthly Report (Public Works)

RECOMMENDATION

THAT PW 34-2023 May Monthly Report (Public Works) be received for information.

DEPARTMENTAL HIGHLIGHTS

General Administration

- Green Advisory Committee
 - Committee to consider future mass planting areas at the May 18, 2023.
 - A delegation from Upper Thames River Conservation Authority will be attending the June meeting to discuss the health of the watershed in St. Marys.
- Traffic and Parking
 - On-street overnight parking restrictions lifted on May 1, 2023 (except for Downtown).
 - Traffic, Parking and Boulevard Maintenance By-law presented to Council on May 9, 2023.
- St. Marys Transportation Network Safety Plan
 - Town staff have been reaching out to various vendors regarding alternative tools and technologies to improve safety. Information is being collected to be shared with Council.
- Corporate Climate Change Action Plan
 - Town staff are preparing a corporate greenhouse gas emissions inventory to supplement the information provided in the greenhouse gas reduction plan.
 - Internal development of possible short-term, mid-term and long-term initiatives are ongoing.
- 2023 Parks Program
 - April Events – Kinette's Easter Hunt, and Thames River Clean Up.
 - May Events – Farmer's Market commences. Four more events scheduled.
 - There are 10 external events scheduled between June and October.

Environmental Services

- Pipe preparation work for Cured in Place Pipe (CIPP) rehabilitations on the Sanitary Sewer has been completed. Liner installations to be completed mid to late May.
- New Raw Sewage Pump at the WPCP received and installed. Rental pump returned.
- Grinder replacement on automatic bar screen at WPCP received and installed. Normal function returned.
- Tender administered for Sewage Pumping Station rehabilitations (See separate report for details)

- Preconstruction meetings held for Aeration Piping replacement project. Installation tentatively scheduled for late summer, early fall.
- Staff reviewing biosolids process production at the WPCP and flexibility for process run times based on current and forecast meteorological conditions.
- Municipal Class Environmental Assessment on the WPCP initiated.
- VFD replaced Well No. 1 as preventative maintenance item.
- Tender Administered for Roofing upgrades at Well No. 3
- Spring Hydrant flushing is ongoing through the month of May.
- Hydrant flow testing completed along James Street South
- Wet weather caused several leachate seeps to occur at the landfill. These were identified and contained by staff. An excavator was brought into the landfill to rectify drainage barriers where seeps were occurring to promote vertical movement of water.

Public Works Operations

- Town-wide sod repairs are ongoing
- Assisted Parks with stump removals and repairs
- Bridge deck washing
- Street sweeping ongoing

Parks, Trails, Tree Management and Beautification

- Cemetery Statistics

Month	Traditional Burials	Cremation Burials	Cremation Interment	Interment Rights Sold	Traditional Interment Rights	Columbarium Interment Rights
January	4	0	2	3	1	2
February	1	2	0	2	2	0
March	5	1	0	2	2	0
April	1	6	1	1	0	1
Total	11	9	3	8	5	3

- General maintenance activities such as collection of garbage, playground inspections, turf maintenance, tree pruning and trail maintenance.
- New playground chips placed at all applicable playgrounds, and new installations at the Early Learning Centre
- New benches installed in the Downtown, and West Ward Park
- Thirty (30) boulevard trees to be planted between May 8 and May 10. Parks staff to water the trees on a regular cycle (watering bags will also be installed).

Capital Projects, Engineering, and Asset Management

- Geotechnical work completed for Skatepark expansion project in May. Detailed design underway.
- Wellington Street being prepared for topcoat asphalt mid-June.
- 2022 Year end asset entries
- Pedestrian crossing signage delivered (for Water St. S. and James St. N). Waiting for thermoplastic pavement markings before install.

- Trees removed at Lind sportsplex in anticipation for overflow parking lot expansion in late May/early June
- Various turf repairs along Huron Street being completed in May.

SPENDING AND VARIANCE ANALYSIS

None.

REVIEWED BY

Recommended by the Department



Jed Kelly

Director of Public Works

Recommended by the CAO



Brent Kittmer

Chief Administrative Officer

PROCUREMENT AWARD

To:	Mayor Stratthdee and Members of Council
Prepared by:	Dave Blake, Environmental Services Manager
Date of Meeting:	23 May 2023
Subject:	PW 35-2023 Procurement Award for the Rehabilitation of the Robinson, Queen and Emily Street Sewage Pump Stations

PROJECT DETAILS

The Town has three (3) sewage pumping stations located within the community. Two (2) of the stations were constructed in the late 1960's and have been operating for over 50-years. The third station was constructed more recently in the mid-2000's. The majority of this project revolves around rehabilitation efforts on the older two stations located on Robinson Street and Queen Street East respectively. The project would facilitate rehabilitation or replacement efforts such as but not limited to, pump replacement(s), valve replacements, platform upgrades, venting improvements, electrical system upgrades and level sensor and alarm relay improvements.

This project originally started in 2020 when BM Ross and Associates was hired to complete facility condition assessments of the Town's pumping stations. The project progressed in 2021 when the project specification and scope were designed and determined. Staff are recommending that Contract Administration services be retained from BM Ross to oversee the capital project as they have carried the file since inception.

RECOMMENDATION

THAT PW 35-2023, Procurement Award for the Rehabilitation of the Robinson, Queen and Emily Street Sewage Pump Stations report be received; and,

THAT the procurement for the rehabilitation of the Robinson, Queen and Emily Street sewage pump stations be awarded to Birnam Excavating Ltd. for the procured price of \$486,835.47, inclusive of all taxes and contingencies; and,

THAT Council approve Contract Administration services from B.M. Ross and Associates Limited in the amount of up to \$35,000.00 for the delivery of this project; and,

THAT Council consider By-Law 59-2023, being a by-law to authorize the Mayor and the Clerk to sign the associated agreement with Birnam Excavating Ltd.

PROCUREMENT SUMMARY

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

Procurement Information	Details and Results
Procurement Title:	PW-31-2023-RFT
Tender Closing Date:	Wednesday, May 3, 2023
Number of Bids Received:	Three (3)
Successful Proponent:	Birnam Excavating Ltd.
Approved Project Budget:	\$525,000.00
Cost Result – Successful Bid (Inclusive of HST):	\$486,835.47
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$438,410.42
Engineering and Contract Administration Costs:	\$35,000.00
Project Over-budget (Net of HST)	\$-71,589.58

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

While staff note a wide gap in prices received, the low bid is close to the project estimates and is believed to be reasonable based on somewhat recent and previous work completed by the project design engineer.

FINANCIAL IMPLICATIONS

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

Construction: Wastewater Reserve	\$438,410.42
Engineering Support: Wastewater Reserve	\$35,000.00
Total	\$473,410.42

The project will be completed within the approved 2023 capital budget.

STRATEGIC PLAN

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

- Pillar # 1 - Infrastructure: Developing a comprehensive and progressive infrastructure plan
 - Outcome: St. Marys is committed to developing a progressive and sustainable infrastructure plan that meets the infrastructure needs of today and tomorrow. This will require a balance between building and regular maintenance.
 - Tactic(s): Identify immediate needs in the community
 - Tactic(s): When developing the annual capital plan, have regard for the infrastructure needs identified in the asset management plan before considering new builds or renovations that represent significant service level improvements.
 - Tactic(s): Prepare an itinerary of planned projects that can be made shovel ready in response to funding changes at the senior levels of government

- Tactic(s): Ongoing infrastructure assessment and evaluation that is sensitive to growth trends.

OTHERS CONSULTED

André Morin, Director of Corporate Services / Treasurer
Jed Kelly, Director of Public Works – Town of St. Marys

ATTACHMENTS

1. Bid Summary

REVIEWED BY

Recommended by the Department

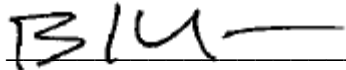


Dave Blake, C.E.T.
Environmental Services Manager



Jed Kelly
Director of Public Works

Recommended by the CAO



Brent Kittmer
Chief Administrative Officer



Attachment No. 1 for PW 35-2023

PW-31-2023-RFT

Rehabilitation of the Robinson, Queen and Emily Street Sewage Pumping Stations

Proponent	Tendered Amount (Including HST)
Birnam Excavating Ltd.	\$486,835.47
Nevtro Pumps and Mechanical	\$732,555.27
Baseline Constructors Inc.	\$754,840.00

BY-LAW 53-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

**Being a by-law to exempt from Part Lot Control
Block 50, Registered Plan No. 44M-79 in the Town of St. Marys**

- WHEREAS:** Section 50(7) of the Planning Act, R.S.O. 1990, provides that the Council of a local municipality may, by By-law, provide that the Part Lot Control provisions contained in Section 50(5) of the Planning Act, R.S.O. 1990, do not apply to the lands designated in the By-law;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient and in the public interest that Block 50, Registered Plan No. 44M-79 in the Town of St. Marys, in the County of Perth, be exempted from the Part Lot Control provisions of the Planning Act.
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** Block 50 in Registered Plan 44M-79 in the Town of St. Marys, in the County of Perth is hereby exempted from Part Lot Control pursuant to Section 50(7) of the Planning Act, R.S.O. 1990 which land is zoned to permit, among other things, townhouse dwellings in conformity with By-law No. Z1-1997 as amended (the Town of St. Marys' Comprehensive Zoning By-law).
 - 2.** This by-law comes into force on the final passing thereof.
 - 3.** Enactment of this By-law shall be deemed to be authorization to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
 - 4.** This By-law shall be in effect for one (1) year from the date of adoption of this By-law. Furthermore, this By-law may be repealed, extended, or may be amended to delete part of the lands described herein by the Council of The Corporation of the Town of St. Marys.
 - 5.** This By-law shall be registered in the Registry Office for the County of Perth, pursuant to Section 50(28) of the Planning Act, R.S.O. 1990.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 54-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

**Being a by-law to exempt from Part Lot Control
Lot 6, Registered Plan No. 44M-86 in the Town of St. Marys**

- WHEREAS:** Section 50(7) of the Planning Act, R.S.O. 1990, provides that the Council of a local municipality may, by By-law, provide that the Part Lot Control provisions contained in Section 50(5) of the Planning Act, R.S.O. 1990, do not apply to the lands designated in the By-law;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient and in the public interest that Lot 6, Registered Plan No. 44M-86 in the Town of St. Marys, in the County of Perth, be exempted from the Part Lot Control provisions of the Planning Act.
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** Lot 6 in Registered Plan 44M-86 in the Town of St. Marys, in the County of Perth is hereby exempted from Part Lot Control pursuant to Section 50(7) of the Planning Act, R.S.O. 1990 which land is zoned to permit, among other things, attached duplex dwellings in conformity with By-law No. Z1-1997 as amended (the Town of St. Marys' Comprehensive Zoning By-law).
 - 2.** This by-law comes into force on the final passing thereof.
 - 3.** Enactment of this By-law shall be deemed to be authorization to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
 - 4.** This By-law shall be in effect for one (1) year from the date of adoption of this By-law. Furthermore, this By-law may be repealed, extended, or may be amended to delete part of the lands described herein by the Council of The Corporation of the Town of St. Marys.
 - 5.** This By-law shall be registered in the Registry Office for the County of Perth, pursuant to Section 50(28) of the Planning Act, R.S.O. 1990.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 55-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

**Being a by-law to exempt from Part Lot Control
Lot 7, Registered Plan No. 44M-86 in the Town of St. Marys**

- WHEREAS:** Section 50(7) of the Planning Act, R.S.O. 1990, provides that the Council of a local municipality may, by By-law, provide that the Part Lot Control provisions contained in Section 50(5) of the Planning Act, R.S.O. 1990, do not apply to the lands designated in the By-law;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient and in the public interest that Lot 7, Registered Plan No. 44M-86 in the Town of St. Marys, in the County of Perth, be exempted from the Part Lot Control provisions of the Planning Act.
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
1. Lot 7 in Registered Plan 44M-86 in the Town of St. Marys, in the County of Perth is hereby exempted from Part Lot Control pursuant to Section 50(7) of the Planning Act, R.S.O. 1990 which land is zoned to permit, among other things, attached duplex dwellings in conformity with By-law No. Z1-1997 as amended (the Town of St. Marys' Comprehensive Zoning By-law).
 2. This by-law comes into force on the final passing thereof.
 3. Enactment of this By-law shall be deemed to be authorization to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
 4. This By-law shall be in effect for one (1) year from the date of adoption of this By-law. Furthermore, this By-law may be repealed, extended, or may be amended to delete part of the lands described herein by the Council of The Corporation of the Town of St. Marys.
 5. This By-law shall be registered in the Registry Office for the County of Perth, pursuant to Section 50(28) of the Planning Act, R.S.O. 1990.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 56-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to prohibit, regulate and restrict animals in the Town of St. Marys.

- WHEREAS:** The *Municipal Act, 2001* S.O. 2001, c.25, as amended, section 10(2)(9) gives single-tiered municipalities the authority to pass by-laws regarding animals;
- AND WHEREAS:** Section 8(3) of The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a by-law under Section 10 respecting a matter may: (a) regulate or prohibit respecting the matter, (b) require persons to do things respecting the matter, and, (c) provide for system of licenses respecting the matter;
- AND WHEREAS:** Sections 103 and 105 of The *Municipal Act, 2001* S.O. 2001, c.25, as amended, outline specific powers of municipalities regarding the impounding of animals, and the muzzling of dogs;
- AND WHEREAS:** The *Provincial Animal Welfare Services Act*, S.O. 2019, c. 13, provides special powers to help animals in distress;
- AND WHEREAS:** The Dog Owners' Liability Act, R.S.O. 1990, Chap. D-16, provides for rules and regulations that must be followed for the keeping of dogs;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it desirable to pass a by-law for the licensing, registration, and regulation of dogs, cats and other animals within the Town of St. Marys;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

1.0. DEFINITIONS

1.1. For the purpose of this By-law:

“Animal” shall include Dogs, Cats, birds and reptiles;

“Animal Control Officer” shall mean any person appointed by Council to enforce the provisions of this by-law and includes any person who has entered into a contract with the Town to control or keep animals and any delegate or agent of such person;

“At Large” shall mean an animal found at any place other than the premises of the owner of the animal and not under control of any person;

“Cat” shall mean a domesticated feline of the species *felis catus*, twelve weeks of age or older;

“Cattery” shall mean an establishment for the breeding or boarding of pure-bred domestic Cats;

“Control” shall include care and custody;

“Council” shall mean the Council of the Town of St. Marys;

“Dangerous Dog” shall mean a dog that, in the absence of any mitigating factor, has attacked, bitten or caused injury to a person or domestic animal or has made a real and substantial threat of attack on a person or a domestic animal provided that the dog shall not be deemed as a dangerous dog if the bite, attack or threat of attack, was sustained by a person who, at the time, was committing willful trespass or other tort upon the premises occupied by the owner of the dog, or was teasing, tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog, or was committing or attempting to commit a crime;

“Dog” shall mean a domesticated canine, twelve weeks of age or older;

“Kennel” shall mean a place or confine where purebred dogs are bred and raised as per the Town of St. Marys Zoning By-law;

“Muzzle” shall mean a humane fastening or covering device of adequate strength placed over a dog’s mouth to prevent it from biting;

“Off-leash Park” shall mean an area of land designated in this by-law for which signs are posted by the indicating that dogs are permitted to run At Large;

“Owner” shall mean a person who owns, possesses or harbours an animal, and where the owner is a minor, the person responsible for the custody of the minor shall be deemed to be the owner;

“Peace Officer” shall include a police officer in the Town of St. Marys or anyone acting under their direct authority;

“Town” shall mean The Corporation of the Town of St. Marys; and

“Working” shall mean performing a task or tasks to assist human companions, including hunting, herding, tracking, detecting and police work.

2.0. KEEPING, LICENSING AND REGISTRATION OF DOGS AND CATS

2.1. No person shall keep more than three (3) Dogs over the age of 12 weeks within or about any dwelling unit with the exception of:

- a) a veterinary clinic, office or veterinary service lawfully operated and supervised by a veterinarian licensed to practice in Ontario;
- b) a kennel licensed by the Town; or
- c) a pet shop if in accordance with the Town's Zoning By-law.

- 2.2. No person shall keep more than three (3) Cats over the age of 12 weeks within or about any dwelling unit with the exception of:
- a) a veterinary clinic, office or veterinary service lawfully operated and supervised by a veterinarian licensed to practice in Ontario;
 - b) a cattery licensed by the Town; or
 - c) a pet shop if in accordance with the Town's Zoning By-law.
- 2.3. No person shall own, possess, harbour or keep any Dog or Cat within the Town unless a tag or license has been issued for the Dog or Cat by the Town in accordance with the provisions of this By-law.
- 2.4. Dog tags, Cat tags and Kennel licenses may be obtained from the office of the Town Clerk.
- 2.5. Every Owner of a Dog shall annually, and not later than March 31 in each year, and within ten (10) days of becoming an Owner of a Dog, cause the Dog to be tagged or licensed with the Town.
- 2.6. Every Owner of a Cat shall annually, and not later than March 31 in each year, and within ten (10) days of becoming an owner of a Cat, cause the Cat to be tagged or licensed with the Town.
- 2.7. Registration of Dog or Cat
- a) Every Owner required to register an Animal in accordance with this By-law shall supply information to the Town at the time of registration.
 - b) Every Owner shall, at the time of registration, pay to the Town the required license fee pursuant to the Town's Fee By-law, as amended.
 - c) Every Owner shall at all times keep the tag securely affixed on the Animal for which it was issued.
 - d) Every license or tag issued shall bear a serial number and a record shall be kept by the Town setting out the name and address of the Owner and the serial number of the license or tag.
 - e) No person shall assign or transfer the license which has been issued for a Dog or Cat to any other Owner or Dog or Cat.
- 2.8. Registration of Kennel or Cattery:
- a) No person shall keep or permit a Dog to be kept in a Kennel, or a Cat to be kept in a Cattery, outside of the premises of the Kennel or Cattery's Owner, or on the lot in a Kennel or Cattery that is not registered with the Town and in accordance with the Town's Zoning By-law.

- b) The Owner, shall pay an annual registration fee in accordance with the Town's Fee By-law, as amended; and
- c) The Owner shall provide the following information in an application for a Kennel or Cattery license:
 - i. The names and addresses of the Kennel or Cattery Owner, and of the Kennel or Cattery operator;
 - ii. The location of the Kennel or Cattery; and
 - iii. Proof that the land on which the Kennel or Cattery is located is properly zoned as per the Town of St. Marys Zoning By-law to permit the use as a Kennel or Cattery.
- d) The Kennel or Cattery shall be inspected by the Town, or its representative, on an annual basis, prior to renewal being granted.

3.0. CONTROL AND ENFORCEMENT

- 3.1. Every Dog shall be under leash and under effective control of an adult person unless the Dog is on the lands of a person who has given prior consent to the Dog being unleashed. Any Dog that is not in compliance with the requirements of this section shall be deemed to be At Large.
- 3.2. No person shall cause, permit or allow any Animal that the person owns, harbours or Controls to be At Large in the Town.
- 3.3. A Dog actively engaged in working and under the direct Control of the Owner shall not be deemed to be At Large.
- 3.4. Every Owner shall keep an Animal under Control at all times.
- 3.5. Owners that secure Dogs by tie-out, chain or tether shall ensure it does not extend beyond any property line at the length of the tie-out, chain or tether.
- 3.6. No person shall permit a Dog to be on public property within the Town unless the Dog is on a leash, securely holding the Dog from wandering freely.
- 3.7. No owner of a Dog shall permit it to trespass on any private property.
- 3.8. No owner of a Dog shall permit it to be on a leash that exceeds 2.4 metres (8 feet).
- 3.9. Any animal At Large may be seized and impounded by an Animal Control Officer.
- 3.10. The Animal Control Officer may enter on any public property, or private property with the consent of the Owner or occupant, for the purpose of capturing an Animal At Large.

- 3.11. Where an Animal has been seized and impounded by an Animal Control Officer, the Owner has three (3) days from the time of impoundment to redeem the Animal, by paying to the Town or its representative, the fees as set out in the Town's Fee By-law, as amended, plus all boarding fees.
- 3.12. Where an Animal has been seized and impounded by an Animal Control Officer or Peace Officer or the Owner has not claimed the Animal within five (5) days of seizure, the Animal Control Officer or Peace Officer may order the Animal to be terminated in a humane manner and dispose of the Animal as the Animal Control Officer sees fit and the Owner shall be liable for the payment of the pound fee, the boarding fee and any euthanasia and disposal fees as applicable, and shall pay all fees on demand to the Town, or its representative.
- 3.13. When an Animal is At Large in Town and the Animal cannot be seized or a danger exists to attempt seizure and the presence of the Animal or the location in which it is found causes a danger or a nuisance, a police officer may terminate the Animal.
- 3.14. No person in Control of an Animal shall permit its excrement to remain on any property other than that on which it is habitually kept, and shall be responsible for the immediate removal and sanitary disposal of any excrement.
- 3.15. No person shall permit an Animal's excrement to remain on their own property for more than twenty-four (24) hours.
- 3.16. No person shall permit an Animal:
- a) To bite, attack, threaten, harass, chase, kill or injure any person including, but not limited to when such person is on a bicycle, walking or running; or
 - b) To fight with or attack any domestic Animal or domestic bird.
- 3.17. No person shall:
- a) Tease, torment, annoy, or abuse any Animal; or
 - b) Untie, loosen or otherwise free an Animal which is not in distress unless such person has the authorization of the Owner.
- 3.18. No person shall cause, permit or allow the Animal to emit animal sounds or other noise for an extended or frequent period of time.
- 3.19. No person shall interfere with, hinder or impede an Animal Control Officer in the performance of any duty authorized by this By-law.

4.0. POUND

- 4.1. For impounding the Animals captured under the provisions of this by-law, a place shall be established which shall comply with the provisions of and regulations made pursuant to the *Animals for Research Act*, R.S.O., 1990, c.A.22, as amended.
- 4.2. The Pound provided shall be under the care and Control of the Humane Society, whose duty it shall be to impound all Dogs and Cats brought to the Pound or found by an Animal Control Officer running At Large, who have not been returned to their Owner.
- 4.3. It is the duty of the Humane Society to:
 - a) keep a record of all Animals impounded and how they are disposed of;
 - b) make annual returns to the Town showing the number of impounded Animals, how disposed of and the amount of money collected for poundage fees and proceeds of sale;
 - c) care for all Animals after they have been impounded in accordance with the *Animals for Research Act*, R.S.O., 1990, c. A. 22, as amended, and the regulations thereunder; and,
 - d) collect from the Owner of any impounded Animal, the poundage fees and any other fees and charges as outlined in Town's Fee By-law, before releasing the Animal.
- 4.4. Should any Animal impounded bear any tag or other means of identification the Humane Society shall notify the Owner of the Animal and upon payment of the poundage fee and any other fees or charges as outlined in the Town's Fee By-law, shall release the Animal to the Owner.
- 4.5. Those Animals not redeemed within seventy-two (72) hours may be sold by the Humane Society or the Humane Society may cause them to be destroyed.

5.0. OFF-LEASH PARK

- 5.1. The Town has designated 486 Glass Street in St. Marys to be known as the Off-Leash Park.
- 5.2. No person shall permit a Dog to run At Large at the Off-Leash Park if the Dog is required to be muzzled.
- 5.3. No person shall permit a Dog to enter the Off-Leash Park if the Dog does not have a current licence issued in accordance with this By-law.

6.0. DOG OWNER'S LIABILITY ACT

- 6.1. It is the declared intention of Council that the *Dog Owners' Liability Act*, R.S.O. 1990, c. D.16, as amended, shall be enforced under the Provincial jurisdiction,

and further that the Animal Control Officers are recognized as Peace Officers under the authority of the *Dog Owners' Liability Act* to ensure the expedient and efficient application of this Act.

7.0. DANGEROUS DOGS

- 7.1. The Animal Control Officer may at their individual discretion, deem a Dog to be a Dangerous Dog as defined by this By-law.
- 7.2. Where the Animal Control Officer designates a Dog as a Dangerous Dog, the Animal Control Officer shall serve notice upon the Owner of such Dog requiring the Owner, upon receipt of such notice, to comply with the requirements as stated in the notice, which may include the following:
 - a) To keep such Dog confined within the Owner's dwelling, or located wholly within a fenced and properly secured area, and any gate in such fenced area shall be locked at all times when the Dog is in the fenced area or if the Dog continues to leave the fenced area, the Dog is to be restrained by a means of a chain/leash in addition to the fenced area;
 - b) When not confined as according to subsection 7.2(a) to securely attach a Muzzle to and leash such Dog at all times and to be under the care and Control of a person 18 years of age or older; and
 - c) To post a sign in a conspicuous place on his/her property stating that there is a Dangerous Dog on the premises.
 - d) The notice served under section 7 of this By-law shall include:
 - i. A statement that the Animal Control Officer has deemed the Dog to be a Dangerous Dog;
 - ii. The requirements with which the Owner must comply;
 - iii. A statement that the Owner may request a hearing before Town Council to determine whether or not to exempt the Owner in whole or in part from a requirement stated in the notice.
- 7.3. Where the Owner of a Dog who receives a notice under section 7 of this By-law requests a hearing, Council shall hold a hearing within fifteen (15) working days of the Town Clerk's receipt of the request for such a hearing.
- 7.4. At a hearing called pursuant to section 8 of this By-law, Council may:
 - a) Rescind the Animal Control Officer's deeming of the Dog as a Dangerous Dog;
 - b) Confirm or rescind any requirement stated in the notice given by the Animal Control Officer; and/ or

- c) Exempt the Owner in whole or in part from any muzzling of the Dog.
- 7.5. A request by the Owner of a Dog for a hearing pursuant to section 8 of this By-law does not act as a stay of any requirement stated in the notice served by the Animal Control Officer.
- 7.6. Any notice or request for hearing in respect of a Dangerous Dog shall be in writing and be served by hand delivery or prepaid registered mail, and when served by prepaid registered mail, service shall be deemed to be made on the fifth (5th) working day after the date of mailing.
- 7.7. An Owner of a Dangerous Dog shall advise the Town if the Owner transfers ownership of such Dangerous Dog to another person or changes the address at which such Dangerous Dog is kept, and shall furnish the Town with particulars of the new ownership and address, as applicable.

8.0. DOMESTIC ANIMAL'S WELFARE

- 8.1. Without limiting any other provision of this By-law, the following provisions shall apply to all domestic Animals.
 - a) No person shall keep or harbor any domestic Animal in a manner that could adversely impact the health or well-being of the Animal. For the purposes of this section, unsanitary conditions, neglect, overcrowding, inadequate feeding, and inadequate medical attention are each deemed to be circumstances which could adversely impact the health or well-being of an Animal.
 - b) Without limiting (a), an Owner of a domestic Animal shall provide it with adequate and appropriate care, food, water, shelter, exercise, and attention as may be required to meeting the needs of that particular Animal. The requirement that the standard of care be adequate and appropriate is a requirement that the standard of care be adequate and appropriate to the specific Animal, having regard to its species, breed and other relevant factors.
 - c) No person shall cause, and no Owner shall permit a domestic Animal to be in distress.
 - d) Where a Municipal Law Enforcement Officer, Police Officer or the Animal Control Officer has reasonable grounds to believe that a domestic Animal is in immediate distress, the Owner of the Animal shall, upon request of the Municipal Law Enforcement Officer, Police Officer or the Animal Control Officer, at the Owner's expense:
 - i. Immediately have the Animal examined and treated by a veterinarian as determined necessary by the Municipal Law Enforcement Officer, Police Officer or the Animal Control Officer; or

- ii. Take each other immediate action as the Municipal Law Enforcement Officer, Police Officer or the Animal Control Officer determines is necessary to relieve the Animal of its distress.
- e) Where a Municipal Law Enforcement Officer, Police Officer or the Animal Control Officer has reasonable grounds to believe that a domestic Animal is in immediate distress, in addition to any other powers available at law, the Municipal Law Enforcement Officer, Police Officer or the Animal Control Officer may enter upon any land and, at the Owner's expense, take any such action as is reasonably necessary in the circumstances to relieve the Animal's distress.
- f) If a domestic Animal is customarily kept out of doors, the Owner shall provide for the Animal's use, a structurally sound, weatherproof and insulated enclosure of appropriate size and dimension and sufficient to protect the Animal from weather conditions.
- g) No person shall cause, permit or allow a domestic Animal to be confined in a vehicle except with the appropriate ventilation and at an appropriate temperature to ensure the Animal is not in distress or not reasonably likely to be in a distress while in the vehicle.
- h) No person shall allow a domestic Animal to be in the portion of a moving motor vehicle not enclosed in such a manner that would be deemed dangerous to the Animal. For purposes of this section, riding in the back of a pickup truck or flatbed truck shall be deemed dangerous to the Animal unless the Animal is:
 - i. Contained in a ventilated Kennel or similar device securely fastened to the bed of the truck; or
 - ii. Securely tethered by a body harness in such a manner that it is not standing on bare metal, cannot jump or be thrown from the vehicle, and cannot reach beyond the outside edges of the vehicle.
- i) No person shall permit a domestic Animal to be tethered unless the Animal has unrestricted movement within the range of the tether and the Animal cannot suffer injury resulting from the tethering.

9.0. PROHIBITED ANIMALS

- 9.1. No person shall keep felids (Cats) except the felids domestinus (domestic Cat), or canid (Dogs) except the canis domesticus (domestic Dog).
- 9.2. No person shall keep Animals generally recognized as livestock, farm animals, or generally used for agricultural purposes or as draft animals, such as, but not limited to, cattle, horses, mules, goats, swine, sheep, mink, chickens, foxes, and others, in any area except those areas zoned agricultural by the Zoning By-law, as amended.

9.3. No person shall be in possession of any Animal (except those specifically exempted in this by-law) which is under a genus, order or family that is deemed prohibited, being those genera, orders and families listed in Schedule A, and any other animal which:

- a) Is on a federal or provincial protected, at-risk, endangered, or prohibited list;
- b) Is venomous or poisonous;
- c) Presents an undue danger to human health or safety;
- d) Has care and welfare needs which cannot reasonably be met by an urban owner;
- e) Presents an invasive threat to local animals or the local environment;
- f) Would cause public nuisance problems, such as unreasonable noise, odours, or produced waste, in the urban environment.

9.4. No person shall be in possession of any other Animal deemed prohibited by this By-law.

9.5. No person shall cause a lizard or snake to be in a public place or on public property, unless that person be transporting said lizard or snake through or across said public property, in which case the transporter shall, at all times during the period of transport, confine said animal within an appropriate storage container which obscures the animal from vision, but which safely permits the animal to breathe.

9.6. The Animal Control Officer may enter on any public property, or private property with the consent of the Owner or occupant, for the purpose of inspecting an Animal enclosure.

10.0. ORDER TO DISCONTINUE ACTIVITY

10.1. Where a Municipal Law Enforcement Officer or the Animal Control Officer is satisfied that a contravention of this By-law has occurred, the Municipal Law Enforcement Officer or the Animal Control Officer may issue an order to discontinue activity requiring the person contravening the By-law, or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity and every person shall comply with such an order.

10.2. An order under 10.1 shall set out:

- a) Reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and

b) The date by which there must be compliance with the order.

10.3. Any person who fails to comply with an order issued under this Section is guilty of an offence.

11.0. WORK ORDER

11.1. Where a Municipal Law Enforcement Officer or Animal Control Officer is satisfied that a contravention of this By-law has occurred, the Municipal Law Enforcement Officer or Animal Control Officer may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the Owner or occupier of the land on which the contravention occurred to do work to correct the contravention.

11.2. An order under 11.1 shall set out:

a) Reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and

b) The work to be done and the date by which the work must be done.

11.3. Any person who fails to comply with an order issued under this Section is guilty of an offence.

12.0. ENFORCEMENT AND PENALTIES

12.1. Enforcement:

a) This by-law may be enforced by a Police Officer or a Municipal Law Enforcement Officer or an Animal Control Officer appointed by Council.

12.2. Penalty:

a) Every person who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.

b) Every person who contravenes any provision of this By-Law is guilty of an offence and;

i. Upon a first conviction is subject to a maximum fine of five thousand dollars (\$5,000);

ii. Upon a subsequent conviction is subject to a maximum fine of ten thousand dollars (\$10,000).

c) Despite subsection (2), of section 12, where the person convicted is a corporation, the corporation is liable;

- i. Upon a first conviction is subject to a maximum fine of ten thousand dollars (\$10,000);
- ii. Upon a subsequent conviction is subject to a maximum fine of twenty-five thousand dollars (\$25,000).

13.0. VALIDITY

- 13.1. If a court of competent jurisdiction declares any subsection, section or part of this By-law invalid, it is the intention of Council that the remainder of the By-law shall continue to be in force.

14.0. SHORT TITLE

- 14.1. This By-law may be referred to as the “Animal Control By-law”.

15.0. REPEALED

- 15.1. That By-law 39 of 2008, Animal Control, is hereby repealed.
- 15.2. That By-law 19 of 2000, Appoint an Animal Control Officer, is hereby repealed.
- 15.3. That By-law 12 of 1995, Regulate Vicious Dog, is hereby repealed.
- 15.4. That By-law 24-86, Impose a Licence Fee On Dog Owners, is hereby repealed.
- 15.5. That By-law 25 of 1981, Licensing and Registering of Dogs, is hereby repealed.
- 15.6. That By-law 16-64, Prohibit Keeping of Animals and Domestic Fowl, is hereby repealed.
- 15.7. That By-law 11-64, Amendment to 8-63, is hereby repealed.
- 15.8. That By-law 2-64, Amendment to 8-63, is hereby repealed.
- 15.9. That By-law 8-63, Animal Control, is hereby repealed.

16.0. ENACTMENT

- 16.1. This By-Law to come into force and take effect on August 1, 2023.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk

The Corporation of the Town of St. Marys
Schedule A to By-law 56-2023, Prohibited Groups and Common Examples
A By-law to prohibit, regulate and restrict animals in St. Marys

CLASS	PROHIBITED GROUP	COMMON EXAMPLES
MAMMALS	Artiodactyla	Cattle, goats, sheep, pigs
	Canidae	Wolves, coyotes, foxes, except domestic dogs
	Chiroptera	Bats, flying foxes
	Xenarthra	Sloths, anteaters, armadillos
	Felidae	Cats such as tigers, leopards, except domestic cats
	Hyaenidae	Hyenas, aardwolves
	Lagomorpha	Hares, pikas, except domestic rabbits
	Marsupials	Kangaroos, opossums, wallabies
	Mustelidae	Mink, weasels, otters, except domestic ferrets
	Primates	Chimpanzee, gorillas, monkeys, lemurs
	Perissodactyla	Donkeys, mules, except when horses are being used for transportation purposes
	Proboscidea	Elephants
	Procyonidae	Racoons
	Rodentia	Rodents, such as rats, mice, porcupines, except rodents which do not exceed an adult weight of 1500 grams and are derived from self-sustaining captive populations
	Ursidae	Bears
	Viverridae	Mongoose
BIRDS	Anseriformes	Waterfowl, such as ducks, geese or swans
	Raptors	Birds of prey, such as eagles, hawks or owls
	Galliformes	Landfowl, such as chickens, pheasants, grouse or turkeys
	Gruiformes	Cranes, rails
	Phoenicopteriformes	Flamingoes
	Sphenisciformes	Penguins
	Ratites	Ostriches, emus, rheas, kiwis
REPTILES	Crocodylia	Alligators, crocodiles
OTHER CRITERIA	All venomous or poisonous animals	
	All snakes which grow to an adult length longer than 60.96 cm.	
	All lizards which grow to an adult length longer than 30.48 cm, from snout to vent.	

Penalties of Infraction

Part I: Provincial Offences Act

Item	Short Form Wording	Provision creating or defining offence	Set Fine
1	Keep more than three (3) dogs over the age of 12 weeks	2.1	\$150.00
2	Keep more than three (3) cats over the age of 12 weeks	2.2	\$150.00
3	Own any dog or cat unless a tag or license has been issued	2.3	\$150.00
4	Possess any dog or cat unless a tag or license has been issued	2.3	\$150.00
5	Harbour any dog or cat unless a tag or license has been issued	2.3	\$150.00
6	Keep any dog or cat unless a tag or license has been issued	2.3	\$150.00
7	Transfer the license to another dog or cat	2.7(e)	\$150.00
8	Keep a dog on a lot in a kennel that is not registered	2.8(a)	\$150.00
9	Keep a cat on a lot in a cattery that is not registered	2.8(a)	\$150.00
10	Cause any animal to be at large	3.2	\$150.00
11	Permit any animal to be at large	3.2	\$150.00
12	Fail to keep an animal under control	3.4	\$150.00
13	Permit a dog to be on public property without a leash	3.6	\$150.00
14	Permit a dog to trespass on private property	3.7	\$150.00
15	Permit a dog to be on a leash that exceeds 2.4 metres	3.8	\$150.00
16	Permit an animal's excrement to remain on public property	3.14	\$150.00
17	Permit an animal's excrement to remain on own property for more than 24 hours	3.15	\$150.00

The Corporation of the Town of St. Marys
Schedule B – By-law 56-2023
Being a By-law to Prohibit, Regulate and Restrict Animals

18	Permit an animal to bite any person	3.16(a)	\$300.00
19	Permit an animal to attack any person	3.16(a)	\$300.00
20	Permit an animal to harass any person	3.16(a)	\$300.00
21	Permit an animal to chase any person	3.16(a)	\$300.00
22	Permit an animal to kill any person	3.16(a)	\$300.00
23	Permit an animal to injure any person	3.16(a)	\$300.00
24	Permit an animal to fight a domestic animal or bird	3.16(b)	\$300.00
25	Permit an animal to attack a domestic animal or bird	3.16(b)	\$300.00
26	Tease/torment/annoy/abuse an animal	3.17(a)	\$300.00
27	Free an animal that is not in distress	3.17(b)	\$300.00
28	Cause an animal to emit animal sounds for extended or frequent period of time	3.18	\$300.00
29	Allow an animal to emit animal sounds for extended or frequent period of time	3.18	\$300.00
30	Interfere with an animal control officer	3.19	\$300.00
31	Impede an animal control officer	3.19	\$300.00
32	Permit a dog to run at large if required to be muzzled	5.2	\$150.00
33	Permit a dog to enter off-leash park without a current licence	5.3	\$150.00
34	Keep an animal in a manner that could adversely impact its health or well-being	8.1(a)	\$300.00
35	Harbour an animal in a manner that could adversely impact its health or well-being	8.1(a)	\$300.00
36	Cause an animal to be in distress	8.1(c)	\$300.00
37	Permit an animal to be in distress	8.1(c)	\$300.00
38	Cause an animal to be confined in a vehicle without appropriate ventilation	8.1(g)	\$300.00
39	Permit an animal to be confined in a vehicle without appropriate ventilation	8.1(g)	\$300.00
40	Allow an animal to be in a non-enclosed portion of a moving vehicle	8.1(h)	\$300.00

The Corporation of the Town of St. Marys
Schedule B – By-law 56-2023
Being a By-law to Prohibit, Regulate and Restrict Animals

41	Permit an animal to be tethered - restricted movement	8.1(i)	\$300.00
42	Keep an animal in an area not zoned as agricultural	9.2	\$150.00
43	Possess an animal deemed prohibited	9.4	\$300.00
44	Cause a lizard to be on public property	9.5	\$150.00
45	Cause a snake to be on public property	9.5	\$150.00
46	Contravene an order to discontinue activity	10.1	\$300.00

NOTE: The penalty provisions for the offences listed above is Section 12.2 of by-law 56-2023, a certified copy of which has been filed.

BY-LAW 57-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to adopt a Commemoration Policy for the Corporation of the Town of St. Marys

- WHEREAS:** Subsection 5(3) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (“Municipal Act, 2001”) provides that a municipal power shall be exercised by by-law;
- AND WHEREAS:** Subsection 224(b) of the Act states it is the role of Council to develop and evaluate the policies and programs of the municipality;
- AND WHEREAS:** Subsection 224(d) of the Act states it is the role of Council to ensure that administrative practices and procedures are in place to implement the decision of Council;
- AND WHEREAS:** Town Council has determined that it is desirable to enact a By-law that provides a comprehensive list of the Town of St. Marys current commemoration programs and establishes the parameters and criteria for evaluating commemoration requests;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That By-law 13 of 2012 is hereby repealed.
 2. That the Commemoration Policy attached hereto as “Schedule A” is hereby adopted and shall form part of this by-law.
 3. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk

BY-LAW 58-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to appoint municipal law enforcement officers.

- WHEREAS:** The *Municipal Act, SO 2001, c25*, as amended, Section 11, provides that a single-tier municipality may pass by-laws for a broad range of matters including respecting the health, safety and well-being of persons and the protection of persons and property;
- AND WHEREAS:** The *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, Section 23.1 (1) provides that Council may also delegate its powers and duties under this or any other Act;
- AND WHEREAS:** The *Police Services Act, R.S.O. 1990 Chapter P.15*, as amended, Section 15(1), provides that a municipal council may appoint persons to enforce the by-laws of the municipality;
- AND WHEREAS:** The *Police Services Act, R.S.O. 1990 Chapter P.15*, as amended, Section 15(2), provides that municipal law enforcement officers are peace officers for the purpose of enforcing municipal by-laws;
- AND WHEREAS:** The *Community Safety and Policing Act, 2019, SO 2019, c.1, Sch 1*, has received royal assent and is awaiting proclamation and will repeal and replace the *Police Services Act* and section 55 of the *Community Safety and Policing Act, 2019* permits a municipality to appoint persons to enforce the by-laws of the municipality and those persons are peace officers for the purpose of enforcing municipal by-laws;
- AND WHEREAS:** The *Provincial Offences Act, R.S.O. 1990, Chapter P.33*, as amended, Section 1, provides that the Attorney General of Ontario has designated municipal law enforcement officers as provincial offences officers to enforce the by-laws of the municipality under the *Provincial Offences Act*;
- AND WHEREAS:** The Corporation of the Town of St. Marys entered into an agreement with Humane Society of Kitchener Waterloo Stratford Perth for the purpose of contracting certain animal services including the Town's pound keeper by by-law 58-2021;
- AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient to appoint employees of Humane Society of Kitchener Waterloo Stratford Perth as Municipal Law Enforcement Officers to enforce animal services by-laws of the municipality;
- THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows:
1. That all persons hired by Humane Society of Kitchener Waterloo Stratford Perth and acting in the role of an animal control officer are hereby appointed as Municipal Law Enforcement Officers for

the Town of St. Marys for the purpose of exercising all the powers and performing all the duties of a Municipal Law Enforcement Officer in the enforcement of the animal services by-laws of the Town of St. Marys.

2. That the animal control officers shall be a peace officer for the purpose of enforcing said municipal by-laws.
3. That the animal control officers are hereby authorized at all reasonable times to enter on any property in the Town to ascertain whether a by-law is complied with, and to enforce or carry into effect any by-law respecting the property of the occupants thereof.
4. This by-law comes into force on the final passing thereof.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 59-2023

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 Birnam Excavating Ltd..

- WHEREAS:** The Corporation of the Town of St. Marys released PW-31-2023-RFT for the purpose of obtaining pricing for the rehabilitation of the sewage pump stations located at Robinson Street, Queen Street and Emily Street (the “Project”);
- AND WHEREAS:** A tender for the Project was submitted by Birnam Excavating Ltd. which was subsequently approved by Council on May 23, 2023;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Birnam Excavating Ltd. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Birnam Excavating Ltd.
 - 2.** That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
 - 3.** This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk

BY-LAW 60-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize a memorandum of understanding between The Corporation of the Town of St. Marys and Super Splash Inflatables Waterpark.

- 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 for the Corporation of the Town of St. Marys entered into an agreement with PT Watersports Inc. o/a Funsplash Sports Park – St. Marys by By-law 17-2022 for the purpose of granting the party the right to manage an inflatable waterpark within a specified area of the St. Marys Quarry;
- AND WHEREAS:** PT Watersports Inc. o/a Funsplash Sports Park – St. Marys has since seized operating as such and is now legally known as Super Splash Inflatable Waterpark;
- AND WHEREAS:** Super Splash Inflatable Waterpark wishes to contract the Corporation of the Town of St. Mary for the provision of lifeguards staff at the St. Marys Quarry, 425 Water Street South, (the “Project”);
- AND WHEREAS:** The Council for the Corporation of the Town of St. Marys deems it expedient to enter into a memorandum of understanding with Super Splash Inflatable Waterpark (the “Memorandum of Understanding”) for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Memorandum of Understanding on behalf of the Town;
- THEREFORE:** The Council of The Corporation of the Town of St. Marys enacts as follows;
1. That the Memorandum of Understanding between The Corporation of the Town of St. Marys and Super Splash Inflatable Waterpark, attached hereto as Appendix “A”, is hereby authorized and approved.
 2. That the Mayor and the Clerk are hereby authorized to execute the Memorandum of Understanding on behalf of The Corporation of the Town of St. Marys.
 3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time this 23rd day of May 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 61-2023

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 Keller Roofing & Sheet Metal Inc.

- WHEREAS:** The Corporation of the Town of St. Marys released RFT-DEV-22-2023 for the purpose of obtaining pricing for the restoration of the roof at the Lind Sportsplex (the “Project”);
- AND WHEREAS:** A tender for the Project was submitted by Keller Roofing & Sheet Metal Inc. which was subsequently approved by Council on May 23, 2023;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Keller Roofing & Sheet Metal Inc. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** That the Mayor and Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Keller Roofing & Sheet Metal Inc.
 - 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 23rd day of May 2023.

Al Strathdee, Mayor

Jenna McCartney, Clerk

BY-LAW 62-2023

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-law to authorize an Amending Lease Agreement between The Corporation of the Town of St. Marys and St. Marys Curling Association and to authorize the Mayor and Clerk to execute the Agreement.

- WHEREAS:** Section 5(3) of the *Municipal Act, 2001 S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;
- AND WHEREAS:** The Corporation of the Town of St. Marys entered into a lease agreement with St. Marys Curling Association on November 3, 2016 for the purpose of clarifying the term and condition of the lease agreement for 425 Water Street South, St. Marys, Ontario (the "Lease");
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an amending lease agreement with St. Marys Curling Association (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Lease;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Amending Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Amending Lease Agreement between The Corporation of the Town of St. Marys and St. Marys Curling Association attached hereto as Appendix "A", is hereby authorized and approved.
 2. That the Mayor and the Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
 3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk

BY-LAW 63-2023

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 Nedlaw Roofing Ltd.

WHEREAS: The Corporation of the Town of St. Marys released RFT-DCS-12-2023 for the purpose of obtaining pricing for the repair and restoration of the roof at the Pyramid Recreation Centre, specifically the roof for the Aquatics Centre (the “Project”);

AND WHEREAS: A tender for the Project was submitted by Nedlaw Roofing Ltd. which was subsequently approved by Council on May 23, 2023;

AND WHEREAS: The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with Nedlaw Roofing Ltd. for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;

THEREFORE: The Council of the Corporation of the Town of St. Marys hereby enacts as follows:

1. That the Mayor and 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 Nedlaw Roofing Ltd.
2. That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of the Corporation of the Town of St. Marys.
3. This by-law comes into force and takes effect on the final passing thereof.

Read a first, second and third time and finally passed this 23rd day of May 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk

BY-LAW 64-2023

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 May 23, 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 23rd day of May 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 23rd day of May 2023.

Al Stratthdee, Mayor

Jenna McCartney, Clerk