



## **AGENDA**

### **Regular Council Meeting**

February 23, 2021

6:00 pm

Video Conference

Click the following link:

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

**Pages**

- 1. CALL TO ORDER**
- 2. DECLARATIONS OF PECUNIARY INTEREST**
- 3. AMENDMENTS AND APPROVAL OF AGENDA**

#### **RECOMMENDATION**

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

- 4. PUBLIC INPUT PERIOD**

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

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

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

None

- 6. ACCEPTANCE OF MINUTES**

- 6.1. Regular Council - February 9, 2021**

## **7. CORRESPONDENCE**

- 7.1. Township of Baldwin re: Request to Province of Ontario to Reconsider Closing Ontario Fire College 19**

### **RECOMMENDATION**

**THAT** the correspondence from the Township of Baldwin regarding a request to the Province of Ontario to reconsider closing Ontario Fire College be received; and

**THAT** Council support the resolution from the Township of Baldwin regarding the closure of Ontario Fire College.

## **8. STAFF REPORTS**

### **8.1. Administration**

- 8.1.1. ADMIN 07-2021 February Monthly Report (Administration) 20**

#### **RECOMMENDATION**

**THAT** ADMIN 07-2021 February Monthly Report (Administration) be received for information.

### **8.2. Building and Development Services**

- 8.2.1. DEV 06-2021 February Monthly Report (Building and Development Services) 24**

#### **RECOMMENDATION**

**THAT** DEV 06-2021 February Monthly Report (Building and Development Services) be received for information.

- 8.2.2.     **DEV 07-2021 - Application for Part Lot Control - Lot 10,  
Registered Plan 44M-70 Meadowridge Subdivision (Phase 2),  
Town of St. Marys** 27

**RECOMMENDATION**

**THAT** DEV 07-2021 regarding the Application for Part Lot Control for Lot 10 of the Meadowridge subdivision (Phase 2) be received; and,

**THAT** Council consider By-law 19-2021 affecting Lot 10, Registered Plan No. 44M-70 for a one-year period, ending February 23, 2022.

- 8.2.3.     **DEV 08-2021 - Application for Part Lot Control - Lot 20,  
Registered Plan 44M-70 Meadowridge Subdivision (Phase 2),  
Town of St. Marys** 32

**RECOMMENDATION**

**THAT** DEV 08-2021 regarding the Application for Part Lot Control for Lot 20 of the Meadowridge subdivision (Phase 2) be received; and,

**THAT** Council consider By-law 21-2021 affecting Lot 20, Registered Plan No. 44M-70 for a one-year period, ending February 23, 2022.

**8.3.     Community Services**

- 8.3.1.     **DCS 05-2021 February Monthly Report (Community Services)** 37

**RECOMMENDATION**

**THAT** DCS 05-2021 February Monthly Report (Community Services) be received for information.

- 8.3.2.     **DCS 06-2021 PRC Lighting Upgrade** 41

**RECOMMENDATION**

**THAT** DCS 06-2021 PRC Lighting Upgrade report be received; and

**THAT** Council approve a sole source procurement to Douglas Electric to complete the PRC lighting upgrades project carried over from 2020.

#### **8.4. Corporate Services**

##### **8.4.1. COR 12-2021 February Monthly Report (Corporate Services) 43**

###### **RECOMMENDATION**

**THAT** COR 12-2021 February Monthly Report (Corporate Services) be received for information.

##### **8.4.2. COR 13-2021 Adoption of 2021 Budget 46**

###### **RECOMMENDATION**

**THAT** COR 13-2021 Adoption of 2021 Budget report be received; and

**THAT** the 2021 Operating and Capital budget, representing a total 2021 tax levy of \$12,799,710, be approved; and

**THAT** Council consider By-law 16-2021, being a by-law to approve the 2021 Capital and Operating Budget.

##### **8.4.3. COR 14-2021 Municipal Transit Enhanced Cleaning Agreement 49**

###### **RECOMMENDATION**

**THAT** COR 14-2021 Municipal Transit Enhanced Cleaning Agreement report be received; and

**THAT** consider By-law 17-2021 and approve the Mayor and Clerk to sign the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning funding.

#### **8.5. Fire and Emergency Services**

##### **8.5.1. FD 02-2021 February Monthly Report (Emergency Services) 79**

###### **RECOMMENDATION**

**THAT** FD 02-2021 February Monthly Report (Emergency Services) be received for information.

#### **8.6. Human Resources**



8.6.1.	HR 03-2021 February Monthly Report (Human Resources)	82
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**RECOMMENDATION**

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

**8.7. Public Works**

8.7.1.	PW 14-2021 February Monthly Report (Public Works)	84
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**RECOMMENDATION**

**THAT** PW 14-2021 February Monthly Report (Public Works) be received for information.

8.7.2.	PW 10-2021 Downtown Street Patios and Sidewalk Displays	87
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**RECOMMENDATION**

**THAT** PW 10-2021 Downtown Street Patios and Sidewalk Displays report be received; and

**THAT** Council delegate the authority to the Public Works Department to review and approve applications for downtown street patios using the criteria outlined in PW 10-2021; and

**THAT** staff bring forward a policy for permitting downtown street patios & sidewalk displays for the 2022 season.

8.7.3.	PW 11-2021 Source Water Protection Services Agreement	92
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**RECOMMENDATION**

**THAT** report PW 11-2021, Source Water Protection Services Agreement, be received; and

**THAT** Council consider By-law 20-2021 authorizing the Mayor and Clerk to sign the associated agreement amendments for continued source water protection services with the Upper Thames River Conservation Authority through December 31, 2023.

**8.7.4. PW 12-2021 Tender Award for Well Inspection and Maintenance Program**

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**RECOMMENDATION**

**THAT** Report PW 12-2021, Tender Award for Well Inspection and Maintenance Program, be received; and,

**THAT** the procurement for the well inspection services be awarded to International Water Supply Ltd. for the procured price of \$63,573.80, inclusive of all taxes; and,

**THAT** Council consider By-Law 18-2021 and authorize the Mayor and the Clerk to sign the associated agreement.

**9. EMERGENT OR UNFINISHED BUSINESS**

**10. NOTICES OF MOTION**

**11. BY-LAWS**

**RECOMMENDATION**

**THAT** By-Laws 16-2021, 17-2021, 18-2021, 19-2021, 20-2021 and 21-2021 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

<b>11.1.</b>	<b>By-Law 16-2021 Adopt 2021 Tax Levy</b>	<b>109</b>
<b>11.2.</b>	<b>By-Law 17-2021 Agreement with the Minister of Transportation</b>	<b>111</b>
<b>11.3.</b>	<b>By-Law 18-2021 Agreement with International Water Supply Ltd.</b>	<b>112</b>
<b>11.4.</b>	<b>By-Law 19-2021 Part Lot Control Exemption Lot 10 Plan 44M-70 (Otten)</b>	<b>113</b>
<b>11.5.</b>	<b>By-Law 20-2021 Agreement Amendment with Upper Thames River Conservation Authority</b>	<b>114</b>
<b>11.6.</b>	<b>By-Law 21-2021 Part Lot Control Exemption Lot 20 Plan 44M-70 (Bickell)</b>	<b>115</b>

**12. UPCOMING MEETINGS**

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

March 9, 2021 - 6:00 pm, Regular Council

March 16, 2021 - 9:00 am, Strategic Priorities Committee

March 23, 2021 - 6:00 pm. Regular Council

**13. CONFIRMATORY BY-LAW**

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**RECOMMENDATION**

**THAT** By-Law 22-2021, being a by-law to confirm the proceedings of February 23, 2021 regular Council meeting be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

**14. ADJOURNMENT**

**RECOMMENDATION**

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



## **MINUTES Regular Council**

February 9, 2021  
6:00pm  
Town Hall, Council Chambers

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

Staff Present: **In-Person**  
Brent Kittmer, Chief Administrative Officer  
Jenna McCartney, Clerk  
**Conference Line**  
Grant Brouwer, Director of Building and Development  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
André Morin, Director of Corporate Services / Treasurer

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

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

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

None.

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

**Resolution 2021-02-09-01**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** the February 9, 2021 regular Council meeting agenda be accepted as presented.

**CARRIED**

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

None.

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

##### **5.1 2021 Draft Budget for Public Engagement**

**Resolution 2021-02-09-02**

**Moved By** Councillor Hainer

**Seconded By** Councillor Winter

**THAT** the February 9, 2021 regular Council meeting be adjourned at 6:04 pm to hold a Public Meeting to discuss the draft 2021 municipal budget; and

**THAT** a Public Meeting to consider the draft 2021 municipal budget be open at 6:04 pm.

**CARRIED**

Mayor Strathdee welcomed the public to tonight's 2021 draft budget public meeting and provided options for individuals to engage directly with Council by way of email and telephone.

André Morin presented the 2021 draft budget.

Mr. Morin stated that one person provided comment to him in advance of the meeting. Linda Harris provided that some individuals may not be able to attend a 6:00 pm public meeting due to commuting for work commitments.

Mr. Steve Lawton emailed the following three questions:

1. Are the water and wastewater increased shown within the residential tax burden the costs associated with the billing from Festival Hydro?
2. Can you outline the reason that the advertising and marketing budget item has increased by approximately \$17,000, or approximately 20%, and what benefits will be seen through that increase?
3. Is the Town happy with the Upper Thames River Conservation Authority budget that was provided to Council during a previous meeting? The budget basically eliminated the majority of capital expenses which will no doubt impact the Town at some time in the future. As well the budget

indicated a reduction to operating costs although there is an overall increase in the costs to the Town.

In response to question #1, staff provided that the costs associated on the Festival Hydro billing are the water and wastewater fees referenced within the residential tax burden.

In response to question #2, staff stated that much of the advertising and marketing budget increase is related to advertising during the pandemic to support business and downtown recovery.

In response to question #3, Mayor Strathdee stated that the Town has advocated to the Upper Thames River Conservation Authority to review its operations seeking efficiencies similar to the requirements imposed upon municipalities. Mayor Strathdee stated that there is a possibility of further adjustments required of all conservation authorities due to amendments to applicable legislation.

**Resolution 2021-02-09-03**

**Moved By** Councillor Pridham

**Seconded By** Councillor Hainer

**THAT** this Public Meeting be adjourned at 6:47 pm; and

**THAT** the February 9, 2021 regular Council meeting reconvene at 6:47 pm.

**Resolution 2021-02-09-04**

**Moved By** Councillor Winter

**Seconded By** Councillor Edney

**THAT** staff be directed to prepare the budget by-law for consideration at the February 23, 2021 regular Council meeting.

**CARRIED**

**6. ACCEPTANCE OF MINUTES**

**6.1 Special Council - January 12, 2021**

**Resolution 2021-02-09-05**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** the January 12, 2021 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**6.2 Special Council - January 19, 2021**

**Resolution 2021-02-09-06**

**Moved By** Councillor Edney

**Seconded By** Councillor Luna

**THAT** the January 19, 2021 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**6.3 Regular Council - January 26, 2021**

**Resolution 2021-02-09-07**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** the January 26, 2021 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**7. CORRESPONDENCE**

**7.1 Ontario Stone, Sand & Gravel Association**

**Resolution 2021-02-09-08**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** the correspondence from Ontario Stone, Sand and Gravel regarding clarification of information about aggregate be received.

**CARRIED**

**8. STAFF REPORTS**

**8.1 Administration**

**8.1.1 ADMIN 04-2021 Review of Climate Change Coordinator  
Contract Renewal**

Brent Kittmer presented ADMIN 04-2021 report.

**Resolution 2021-02-09-09**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** ADMIN 04-2021 Review of Climate Change Coordinator Contract Extension report be received; and

**THAT** Council authorize the CAO to execute an updated Local Partnership Agreement with the Municipality of West Perth, Township of Perth East, Township of Perth South, Municipality of North Perth, County of Perth, Town of St. Marys and City of Stratford for the shared services of the Climate Change Coordinator for the period of March 1, 2021 to December 31, 2021, with an option for the potential for extension in 2022.

**CARRIED**

**8.1.2 ADMIN 05-2021 Draft MOU with Family Services Perth Huron for a Community Development and Support Worker**

Brent Kittmer presented ADMIN 05-2021 report.

**Resolution 2021-02-09-10**

**Moved By** Councillor Pridham

**Seconded By** Councillor Luna

**THAT** ADMIN 05-2020 regarding a memorandum of understanding with Family Services Perth Huron be received; and

**THAT** Council approves the memorandum of understanding with Family Services Perth Huron.

**CARRIED**

**8.2 Corporate Services**

**8.2.1 COR 08-2021 Strong as Stone Recognition Program**

Andrea Macko presented COR 08-2021 report.

Councillor Craigmile nominated Councillor Pridham to sit at the Council representative on the ad-hoc review committee and Councillor Hainer seconded the nomination. Councillor Pridham accepted the nomination.

No other nominations were made.

**Resolution 2021-02-09-11**

**Moved By** Councillor Winter

**Seconded By** Councillor Craigmile



**THAT** COR 08-2021 Strong as Stone Recognition Program report be received; and

**THAT** Council approve the “Strong As Stone” recognition program in principle, and to allow it to continue for the foreseeable course of the pandemic; and

**THAT** Council appoint the following people to the review committee:

Mayor Al Strathdee

Councillor Pridham

Jenny Mikita, Senior Services Supervisor

Andrea Macko, Events Coordinator

**CARRIED**

### **8.3 Public Works**

#### **8.3.1 PW 07-2021 Elizabeth St. and Waterloo St. Reconstruction Tender Award**

Jed Kelly presented PW 07-2021 report.

**Resolution 2021-02-09-12**

**Moved By** Councillor Winter

**Seconded By** Councillor Craigmile

**THAT** PW 07-2021 Elizabeth St. and Waterloo St. Reconstruction Tender Award report be received; and,

**THAT** the tender for the reconstruction of Elizabeth St. and Waterloo St. be awarded to McCann Redi-Mix Inc. for the bid price of \$971,623.02, inclusive of all taxes and contingencies; and,

**THAT** Council consider By-Law 11-2021 and authorize the Mayor and the Clerk to sign the associated agreement.

**CARRIED**

#### **8.3.2 PW 08-2021 Municipal Hazardous and Special Waste Program Delivery Review**

Jed Kelly presented PW 08-2021 report.

**Resolution 2021-02-09-13**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Pridham

**THAT** PW 08-2021, Municipal Hazardous and Special Waste Program Delivery Review be received; and

**THAT** Council authorize staff to amend the service delivery related to Municipal Hazardous and Special Waste Collection to event days and to discontinue operation of the collection and storage depot at the St. Marys landfill site.

**CARRIED**

**8.3.3 PW 09-2021 Asphalt Resurfacing Contract**

Jed Kelly presented PW 09-2021 report.

**Resolution 2021-02-09-14**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** PW 09-2021 Asphalt Resurfacing Contract report be received; and

**THAT** the Town's 2021 asphalt resurfacing work be awarded to Brantco Construction as an extension of the 2020 asphalt resurfacing contract; and

**THAT** Council consider By-law 13-2021 and authorize the Mayor and Clerk to sign the associated agreement.

**CARRIED**

**9. COUNCILLOR REPORTS**

**9.1 Operational and Board Reports**

Each Councillor presented an update on recent meetings of Committee's and Boards.

**Resolution 2021-02-09-15**

**Moved By** Councillor Edney

**Seconded By** Councillor Pridham

**THAT** agenda items 9.1.1 to 9.1.6 and 9.2.1 to 9.2.16 be received.

**CARRIED**

- 9.1.2 Library Board - Coun. Craigmile, Edney, Mayor Strathdee
- 9.1.3 Municipal Shared Services Committee - Mayor Strathdee, Coun. Luna
- 9.1.4 Huron Perth Public Health - Coun. Luna
- 9.1.5 Spruce Lodge Board - Coun. Luna, Pridham
- 9.1.6 Upper Thames River Conservation Authority
- 9.2 Advisory and Ad-Hoc Committee Reports
  - 9.2.1 Accessibility Advisory Committee - Coun. Hainer
  - 9.2.2 Business Economic Support and Recovery Task Force - Mayor Strathdee, Coun. Edney
  - 9.2.3 Business Improvement Area - Coun. Winter
  - 9.2.4 CBHFM - Coun. Edney
  - 9.2.5 Committee of Adjustment
  - 9.2.6 Community Policing Advisory Committee - Coun. Winter, Mayor Strathdee
  - 9.2.7 Green Committee - Coun. Pridham
  - 9.2.8 Heritage Advisory Committee - Coun. Pridham
  - 9.2.9 Huron Perth Healthcare Local Advisory Committee - Coun. Luna
  - 9.2.10 Museum Advisory Committee - Coun. Hainer
  - 9.2.11 Planning Advisory Committee - Coun. Craigmile, Hainer
  - 9.2.12 Recreation and Leisure Advisory Committee - Coun. Pridham
  - 9.2.13 Senior Services Advisory Committee - Coun. Winter
  - 9.2.14 St. Marys Lincolns Board - Coun. Craigmile
  - 9.2.15 St. Marys Cement Community Liaison Committee - Coun. Craigmile, Winter
  - 9.2.16 Youth Council - Coun. Edney

## **10. EMERGENT OR UNFINISHED BUSINESS**

None.

**11. NOTICES OF MOTION**

None.

**12. BY-LAWS**

**Resolution 2021-02-09-16**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** By-Laws 11-2021, 12-2021 and 13, 2021 be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**12.1 By-Law 11-2021 Agreement with McCann Redi-Mix Inc.**

**12.2 By-Law 12-2021 Repeal By-law 102-2020**

**12.3 By-Law 13-2021 Agreement with Brantco Construction**

**13. UPCOMING MEETINGS**

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

Council took a brief break at 8:11 pm.

Mayor Strathdee called the meeting back to order at 8:20 pm.

**14. CLOSED SESSION**

**Resolution 2021-02-09-17**

**Moved By** Councillor Edney

**Seconded By** Councillor Luna

**THAT** Council move into a session that is closed to the public at 8:20 pm as authorized under the *Municipal Act*, Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**CARRIED**

**14.1 Minutes - CLOSED SESSION**

**14.2 PW 05-2021 CONFIDENTIAL Public Works Mutual Aid – Winter Maintenance**

**15. RISE AND REPORT**

**Resolution 2021-02-09-18**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** Council rise from a closed session at 8:40 pm.

**CARRIED**

Mayor Strathdee reported that a closed session was held, and one matter was discussed. Council will now consider a related resolution.

**Resolution 2021-02-09-19**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** Council approves the Mutual Aid Agreement between the County of Perth, its four lower tier municipalities (West Perth, North Perth, Perth East and Perth South), and the Town of St. Marys; and

**THAT** Council consider By-Law 14-2021 regarding the agreement and authorizing the Mayor and Clerk to execute the Mutual Aid Agreement as presented.

**CARRIED**

**15.1 By-Law 14-2021 Agreement with County of Perth, West Perth, North Perth, Perth East and Perth South**

**Resolution 2021-02-09-20**

**Moved By** Councillor Winter

**Seconded By** Councillor Pridham

**THAT** By-Law 14-2021 being a by-law to authorize the execution of a mutual aid agreement be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**16. CONFIRMATORY BY-LAW**

**Resolution 2021-02-09-21**

**Moved By** Councillor Luna

**Seconded By** Councillor Craigmile

**THAT** By-Law 15-2021, being a by-law to confirm the proceedings of February 9, 2021 regular Council meeting be read a first, second and third time; and be finally passed by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**17. ADJOURNMENT**

**Resolution 2021-02-09-22**

**Moved By** Councillor Luna

**Seconded By** Councillor Winter

**THAT** this regular meeting of Council adjourns at 8:45 pm.

**CARRIED**

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Al Stratheedee, Mayor

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Jenna McCartney, Clerk



The Corporation of the  
**TOWNSHIP OF BALDWIN**

P.O. Box 7095, 11 Spooner Street  
MCKERROW, ONTARIO POP 1M0  
TEL: (705) 869-0225 FAX: (705) 869-5049  
CLERK: Karin Bates – karin@baldwin.ca

MOVED BY: JOANNE BOUCHER DATE: February 1, 2021

SECONDED BY: DAVID FURBER MOTION NO.: 21- 013

WHEREAS the province wants to mandate training levels for Fire Fighters and now wishes to close the Ontario Fire College located in Gravenhurst, Ontario which has been used for many Government agencies such as Ministry of Transportation, Ontario Provincial Police, Fire Fighters, both full time and volunteer; and

WHEREAS only a small percentage of our department has any formal training and are responsible to train junior fire fighters with the minimal training we receive; and

WHEREAS as volunteers, we are on call 24/7/365 with day jobs and families that expect us to come home safely each and every time; and

WHEREAS the Fire College makes top tier training accessible to all Fire Departments in Ontario; and

WHEREAS municipalities are mandated to have fire departments, yet there is no provincial or federal funding for volunteer fire departments for much needed equipment and training; and

WHEREAS without a plan in place it is irresponsible to close down a vital training centre that serves Ontario and it would put Municipalities at risk which is shortsighted and not acceptable.

**NOW THEREFORE BE IT RESOLVED THAT:** The Corporation of the Township of Baldwin requests the Province of Ontario to reconsider closing this all-important facility for dollars over lives.

Carried ✓ Defeated \_\_\_\_\_ Mayor ✓

# MONTHLY REPORT

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

**From:** Administration

**Date of Meeting:** 23 February 2021

**Subject:** ADMIN 07-2021 February Monthly Report (Administration)

## RECOMMENDATION

THAT ADMIN 07-2021 February Monthly Report (Administration) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### 1. CAO

#### COVID 19 Pandemic Response

- Within each respective monthly report department heads have provided an update on how their day to day operations have been delivered during the COVID-19 pandemic.
- From the corporate perspective, the CAO offers the following points:
  - Vaccination is a regular topic of discussion currently, and the most recent (February 5) memo from General Hillier is attached as an update to the Provincial strategy.
  - The HPPH has shared the following update from the Province regarding the priority populations:

##### *Immediate priority for first-dose vaccination:*

- *Staff and essential caregivers in long-term care homes, high-risk retirement homes and First Nations elder care homes, and any residents of these settings that have not yet received a first dose of vaccine.*
- *Alternative level of care patients in hospitals who have a confirmed admission to a long-term care home, retirement home or other congregate care home for seniors.*
- *Highest Priority health care workers, followed by Very High Priority health care workers, in accordance with the Ministry of Health's guidance on Health Care Worker Prioritization (enclosed).*
- *Adults in northern remote and higher risk communities (including on-reserve and urban communities).*

##### *Next priority for first-dose vaccination:*

- *When all reasonable steps have been taken to complete first-dose vaccinations of all staff, essential caregivers and residents of long-term care homes, high-risk retirement homes and First Nations elder care homes, first-dose vaccinations may be made available to the remainder of the Phase One populations:*
- *Adults 80 years of age and older.*



- *Staff, residents and caregivers in retirement homes and other congregate care settings for seniors (e.g., assisted living).*
- *Health care workers in the High Priority level, and in accordance with the Ministry of Health's guidance on Health Care Worker Prioritization.*
- *All Indigenous adults.*
- *Adult recipients of chronic home care.*
- Locally, the Town's CEMC sits in on weekly meetings with the HPPH to review and assist with the local mass vaccination strategy. Of note:
  - First clinics in Huron Perth are being held the weekend of February 20<sup>th</sup> for the priority populations.
  - The CEMC is advocating for St. Marys to be a clinic location, and reports that he expects the Town will be included as a location in second round of clinics possibly planned for March
- Town services smoothly returned to the SafeRestart framework on February 16. Overall, staff are reporting that there has not been an increase in foot traffic into facilities or requests for additional services.
  - At this point in time the recommendation is to maintain current service levels to allow time to evaluate if the return to Orange causes any uptick in cases locally.

## **Strategic Planning and Projects**

- 2021 Strategic Priorities
  - Work on strategic projects and priorities of Council has resumed as staff capacity has shifted from pandemic response.
  - The Senior Management Team have each developed an annual plan to chart out how Council's strategic priorities will be advanced by their department in 2021. Each plan identifies the top three priorities, and a summary of the work plan will be shared with Council in April.
  - Municipal Modernization Funding – Round 2: Staff are currently preparing two grant applications of this round of funding (property file digitization project and software mapping project).
- Community Transportation Project:
  - The lockdown had a substantial impact on ridership in January.
  - The City of Stratford is in the midst of planning the next round of stops to be added on the London-St. Marys-Stratford-Kitchener project. The goal is to add stops in an effort to support employment-based ridership, and a stop in the St. Marys industrial area on James Street South is in the planning phase,
- Social Worker Partnership with Family Services Perth Huron (FSPH), United Way, and City of Stratford: The MOU has been signed by the Town and is being counter signed by all partners.

## **Land Sales**

- 481 Water Street South (McDonald House) – still waiting update from St. Marys Cement Legal Counsel

## **2. Clerks**

### **Legislative Services**

- Town Hall
  - Since the onset of the second lockdown which effected services at Town Hall, on average one person per day is attending the facility for service. Reasons include parking ticket

payment, animal licencing payment or pick up and Commissioner of Oaths. Between February 1 and 11, three individuals arrived in person to pay their 2021 interim tax bill.

- Animal Control
  - Working with Stratford Police Service to coordinate education efforts by the Park Patrollers over the summer of the animal licencing requirements.
- Council and Committee Services
  - 2022 election efforts gearing up with preliminary thoughts of alternative voting options that could compliment in-person polling stations.
- Commissioner of Oaths
  - Investigating training opportunities for staff that currently commission and staff that may commission in the future.
- Lottery Licensing
  - With the restart of the provincial framework for the pandemic, two service clubs will resume weekly lottery draws after temporarily closure at Christmas 2020.
- By-Law Enforcement
  - Working with Public Works and Stratford Police Service to determine approach to enforcement of snowmobiles using trails and sidewalks in St. Marys.
  - Local snowmobile club has updated trail map to remove former gas station on Queen Street West which Town hopes may deter some traffic.

## **Other Projects**

- Community Safety and Wellbeing Plan
  - Final draft plan being vetted by partner's week of February 22. Creating a roll out plan with advisory committee.
- Mobile Crisis Rapid Response Team (MCRRT)
  - Program initiated by Huron Perth Healthcare Alliance, Stratford Police Service and Ontario Provincial Police.
  - In addition to the three full-time members of MCRRT, a new member joined for part-time, every other weekend work to support afterhours community needs.
  - Police Chief reported at recent CPAC meeting that the program is looking to elaborate on its mandate by supporting proactive engagement with the community in hopes that crisis situations lessen.

## **SPENDING AND VARIANCE ANALYSIS**

None.

## **REVIEWED BY**

### **Recommended by the CAO**



---

Brent Kittmer  
Chief Administrative Officer

**COVID-19 Vaccine Distribution Task Force**

General (Ret'd) Rick Hillier  
Chair

25 Grosvenor Street  
11<sup>th</sup> Floor  
Toronto ON M7A 1Y6

COVID-19VaccineTaskForce@ontario.ca

**Groupe d'étude sur la distribution des vaccins contre la COVID-19**

Général (à la retraite) Rick Hillier  
Président

25, rue Grosvenor  
11<sup>e</sup> étage  
Toronto ON M7A 1Y6

COVID-19VaccineTaskForce@ontario.ca



February 5, 2021

We have entered the month of February in a different set of circumstances than we anticipated being in only a few weeks ago. As you know, ongoing vaccine shipment delays and reduced shipments have forced us to pivot from the plan we had made for larger shipments of vaccines. However, a pivot does not mean that we have changed our goals. Quite the opposite – it has given us the opportunity to prove that we can re-focus our efforts when needed, while continuing to work on logistics and plans to be ready when the vaccines do arrive.

To support this, we have been holding Knowledge Sharing Sessions (KSS) with public health units. These sessions are meant to provide an opportunity for public health units to showcase their integrated delivery plans and strengthen mutual understanding by sharing best practices and findings and by identifying and discussing where provincial supports and resources may be needed.

Due to the delay in vaccine shipments, we updated our goal of completing the administration of first doses of COVID-19 vaccines to residents in each long-term care, high-risk retirement and First Nations elder care homes from February 5 to February 10. However, at the time of this memo, we have been able to offer first doses to residents in over 80% of the homes. The moment the vaccines are delivered this week, teams in public health units will move immediately to get them into the remaining homes.

We are also excited to report that vaccination teams will be distributing vaccines in 31 First Nations fly-in communities in the north as part of Operation Remote Immunity. In fact, 1,551 total doses were administered during the soft launch of this operation, between January 8 and January 29, 2021. When Operation Remote Immunity was officially launched this week, 1,363 doses were administered between February 1 and 3, 2021. This first step begins our journey towards protection for remote First Nations communities.

The continued collaboration between municipal, community, and health system partners and the determination to achieve our common goals has steered us through these past few weeks and remains the key to our success.

Sincerely,

General (Ret'd) Rick Hillier  
Chair of the COVID-19 Vaccine Distribution Task Force

# MONTHLY REPORT

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

**From:** Building and Development

**Date of Meeting:** 23 February 2021

**Subject:** DEV 06-2021 February Monthly Report (Building and Development Services)

## RECOMMENDATION

THAT DEV 06-2021 February Monthly Report (Building and Development Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### Building Department

- There were 11 permits issued for January 2021 compared to 7 the previous year.
- The total construction value for January 2021 was \$5,763,138 this month compared to \$950,000 the previous year.
- There was one new dwelling unit issued this period, compared to 3 the previous year.
- The total permit values for January 2021 were \$37,874.
- A total of 25 inspections were completed this month.
- No Heritage permits were issued in this period.

### Planning

- Applications:
  - Committee of Adjustment Public Hearing held on February 3<sup>rd</sup> to hear an application for consent to sever for 14/16 Ingersoll Street
  - Site Plan Agreements
    - Finalizing site plan details for 323 Queen Street West
  - Review of existing site plan agreements, and closing out those agreements
  - Held three planning pre-consultation meetings between January 11 and February 11, 2021
  - Two (2) Zoning Compliance Letters issued between January 11 and February 11
- Strategic Initiatives:
  - Comprehensive Parking Review – Ongoing
    - Consultant is compiling all the information provided and will report back to staff
  - Roundtable to Discuss Housing in St. Marys
    - Report back to SPC on February 16, 2021
  - Community Improvement Plan – drafting a CIP, and review the structure of various grant programs – report to SPC in March
  - Official Plan – Official Plan submitted to the Ministry for review – Province has 90 days to provide comments back to the Town

- Process review is ongoing, seeking to streamline processes for planning applications in response to comments made at the Roundtable
- Re-introduced bi-monthly Development Team meetings to discuss planning applications and development related policies

### **Facilities – Operational**

- COVID 19 – cleaning and sanitizing MOC, Via, Library & Town Hall daily, fogging weekly
- Lind Sportsplex – dead tree removed from back of the Lind building
- Town Hall – installation of new vanities in upstairs washrooms of Town Hall
- Town Hall – outside washroom hours have been modified due to vandalism. Paper towel dispensers removed, and hand driers have been installed
- MOC –shielding and furniture to accommodate COVID-19 office space requirements has been installed
- Continuity Plan developed and implemented for facilities staff

### **Facilities – Capital**

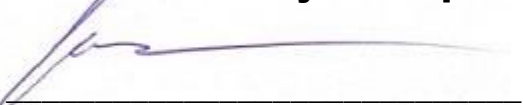
- 20 Year Capital Plan – working on document
- Cemetery Washroom Project – Town staff acquired pricing
- Fire Hall Renovation Project – Town taking possession of the Fire Hall on February 12, 2021.
- Lind Sportsplex Foyer Ceramic Tile Replacement – work has been completed only waiting on new bolts for shower drains
- Fire Hall SCBA compressor RFQ, written to be posted week of February 8<sup>th</sup>.
- Working on RFQ and RFP's for approved 2021 projects
- Cemetery Window Project – Town Staff acquiring pricing.

## **SPENDING AND VARIANCE ANALYSIS**

None.

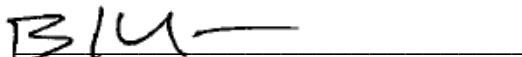
### **REVIEWED BY**

#### **Recommended by the Department**

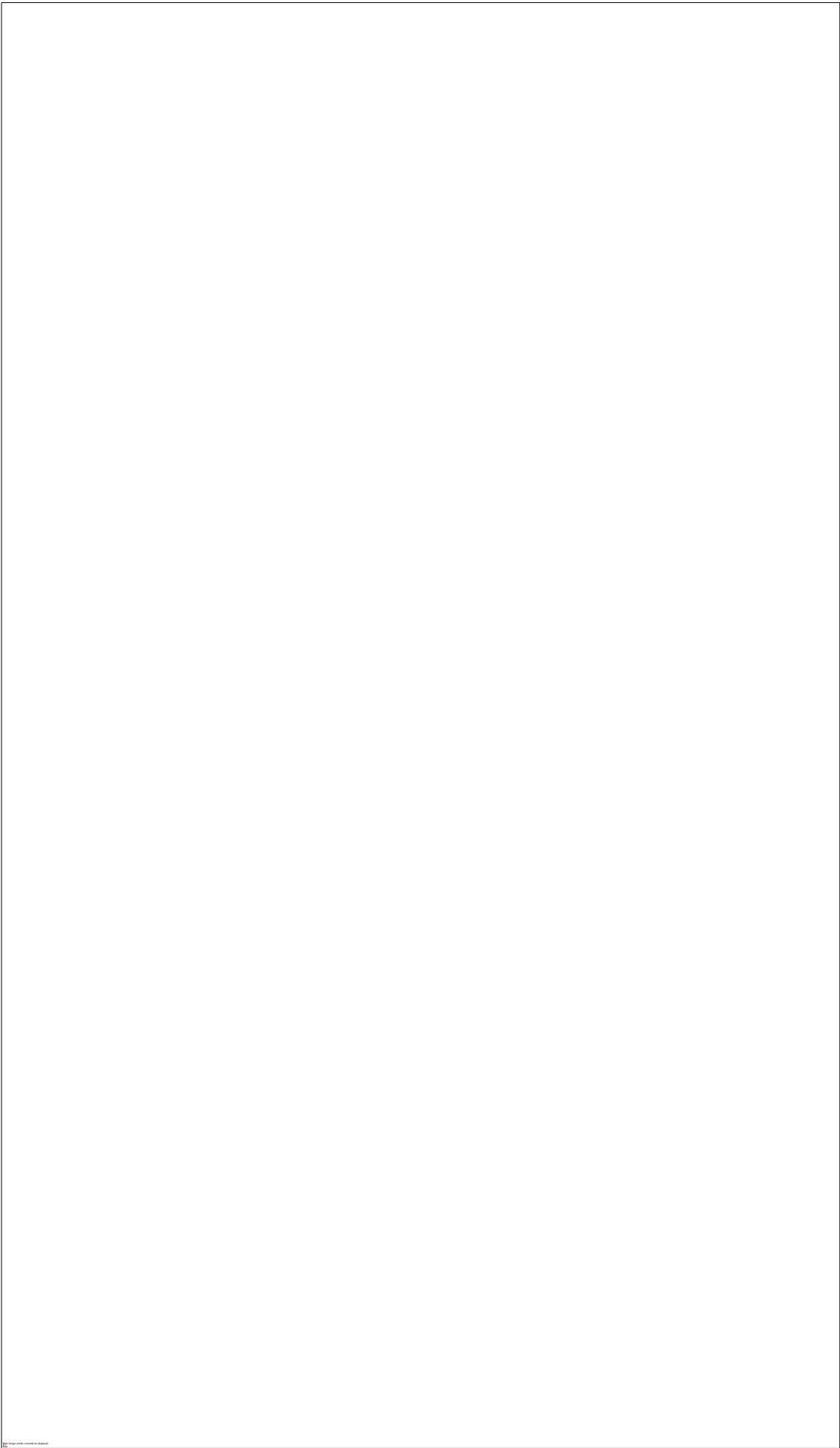


Grant Brouwer  
Director of Building and Development

#### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer





# FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Mark Stone, Planner
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>DEV 07-2021 - Application for Part Lot Control - Lot 10, Registered Plan 44M-70 Meadowridge Subdivision (Phase 2), Town of St. Marys</b>

## PURPOSE

The purpose of this report is to provide Council with a summary and recommendations as it pertains to the Application for Part Lot Control for Lot 10 of the Meadowridge subdivision (Phase 2).

## RECOMMENDATION

**THAT** DEV 07-2021 regarding the Application for Part Lot Control for Lot 10 of the Meadowridge subdivision (Phase 2) be received; and,

**THAT** Council consider By-law 19-2021 affecting Lot 10, Registered Plan No. 44M-70 for a one-year period, ending February 23, 2022.

## 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 townhouse dwellings. Each by-law must include a lapse date to ensure part lot control is re-instated on the property.

On November 27, 2018, Plan of Subdivision 44M-70 was registered to create 30 single-detached residential lots, 5 lots to accommodate 10 semi-detached units, 6 lots to accommodate 34 townhouse units, and 6 storm water management/walkway/open space blocks.

## REPORT

The Application for Part Lot Control was received by the Town from Larry Otten Contracting Inc. Larry Otten Contracting is seeking to subdivide Lot 10 for the purposes of building three townhouse units along common party walls.

Lot 10 is designated Residential in the Official Plan and zoned “Residential Zone Five (R5-9)” according to the Town’s Zoning By-law which permits townhouse 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 request is consistent with Council’s procedures and part lot control implementation guidelines.

## **FINANCIAL IMPLICATIONS**

\$1,000 Part Lot Control Fee

## **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 subject application meets the requirements for part lot control exemption and constitutes good planning, it is recommended that Council approve By-law 19-2021 to exempt part lot control for Lot 10 of Registered Plan 44M-70, for a period of one year.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

N/A

## **ATTACHMENTS**

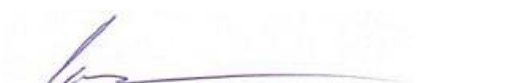
- 1) General Location Map
- 2) Registered Plan 44M-70
- 3) Draft R-plan

## **REVIEWED BY**

### **Recommended by the Department**

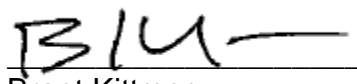


Mark Stone  
Planner



Grant Brouwer  
Director of Building and Development

### **Recommended by the CAO**

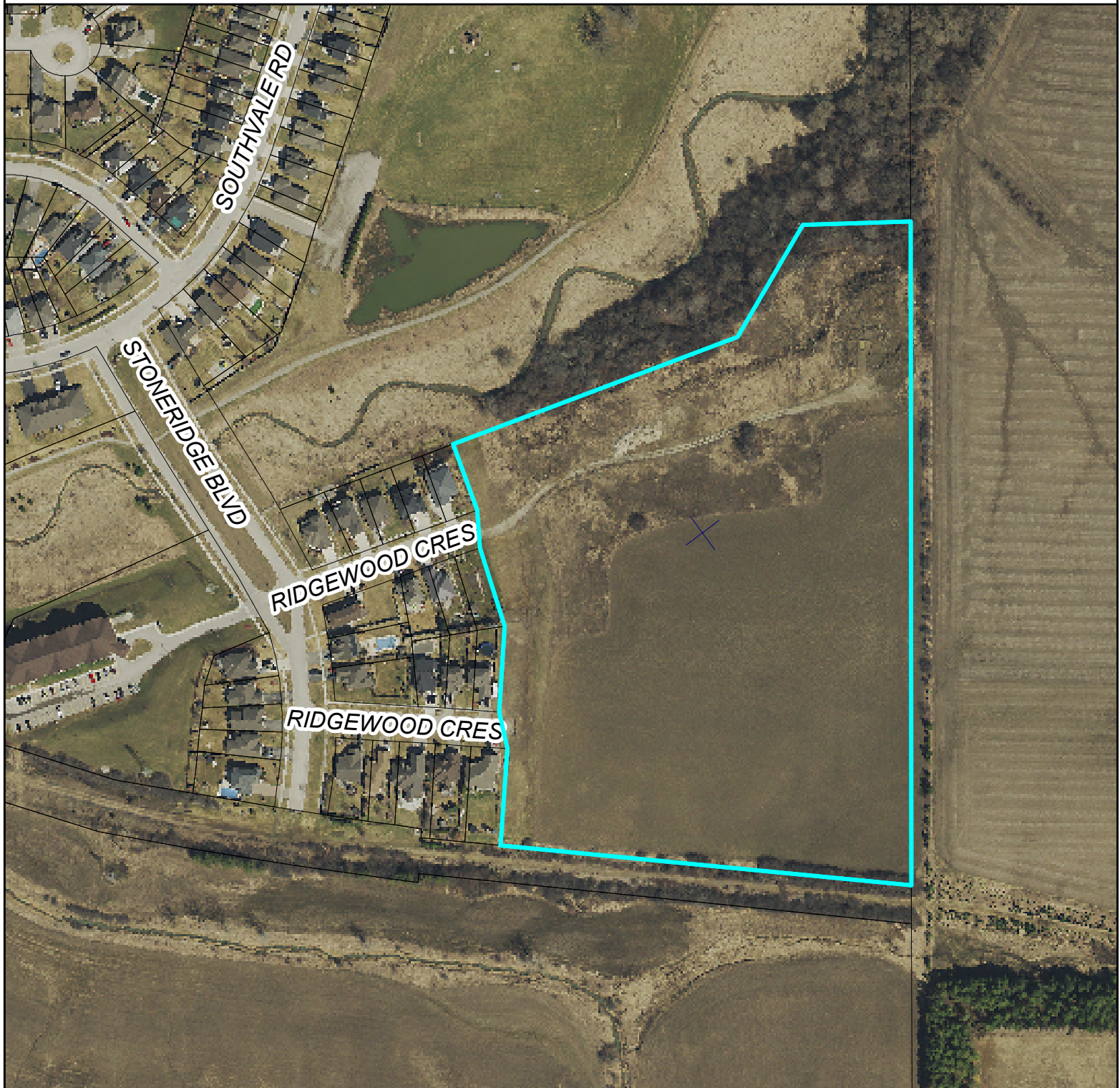


Brent Kittmer  
Chief Administrative Officer



TOWN OF ST. MARYS  
Part of Lots 21 and 22, Concession 18

ATTACHMENT 1



 Subject Lands



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Feet  
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PHOTO DATE: April 2015

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## 2

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# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Mark Stone, Planner
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>DEV 08-2021 - Application for Part Lot Control - Lot 20, Registered Plan 44M-70 Meadowridge Subdivision (Phase 2), Town of St. Marys</b>

## PURPOSE

The purpose of this report is to provide Council with a summary and recommendations as it pertains to the Application for Part Lot Control for Lot 20 of the Meadowridge subdivision (Phase 2).

## RECOMMENDATION

**THAT** DEV 08-2021 regarding the Application for Part Lot Control for Lot 20 of the Meadowridge subdivision (Phase 2) be received; and,

**THAT** Council consider By-law 21-2021 affecting Lot 20, Registered Plan No. 44M-70 for a one-year period, ending February 23, 2022.

## 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 property.

On November 27, 2018, Plan of Subdivision 44M-70 was registered to create 30 single-detached residential lots, 5 lots to accommodate 10 semi-detached units, 6 lots to accommodate 34 townhouse units, and 6 storm water management/walkway/open space blocks.

## REPORT

Bickell Built Homes Ltd. submitted the Application for Part Lot Control to the Town seeking to subdivide Lot 20 for the purposes of building two semi-detached units along common party walls.

Lot 20 is designated Residential in the Official Plan and zoned "Residential Zone Three (R3)" 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 request is consistent with Council's procedures and part lot control implementation guidelines.

## **FINANCIAL IMPLICATIONS**

\$1,000 Part Lot Control Fee

## **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 subject application meets the requirements for part lot control exemption and constitutes good planning, it is recommended that Council approve By-law 21-2021 to exempt part lot control for Lot 20 of Registered Plan 44M-70, 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-70
- 3) Draft R-plan

## **REVIEWED BY**

### **Recommended by the Department**

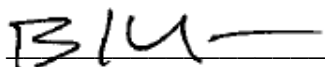


Mark Stone  
Planner



Grant Brouwer  
Director of Building and Planning

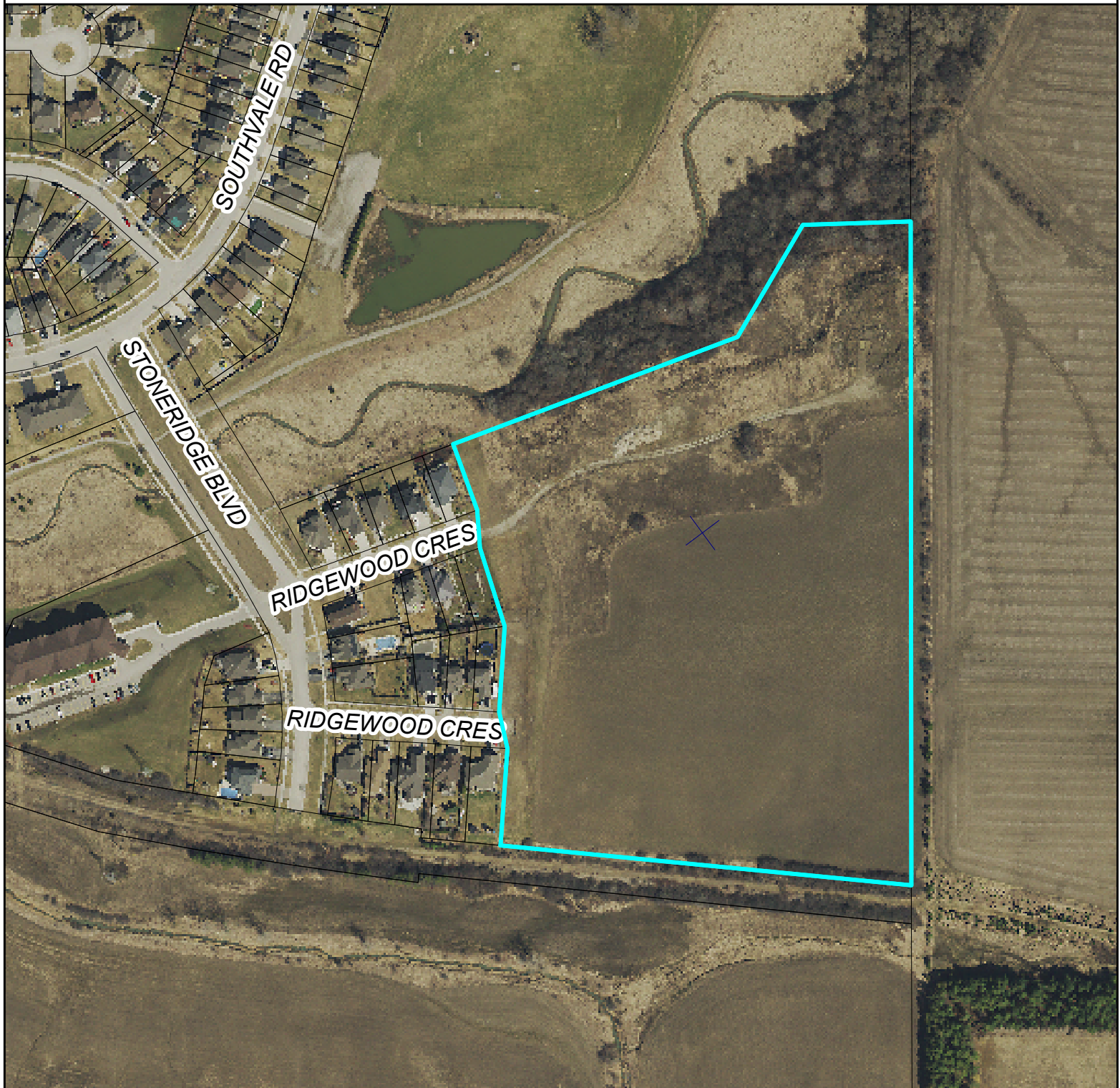
### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

TOWN OF ST. MARYS  
Part of Lots 21 and 22, Concession 18

ATTACHMENT 1



 Subject Lands

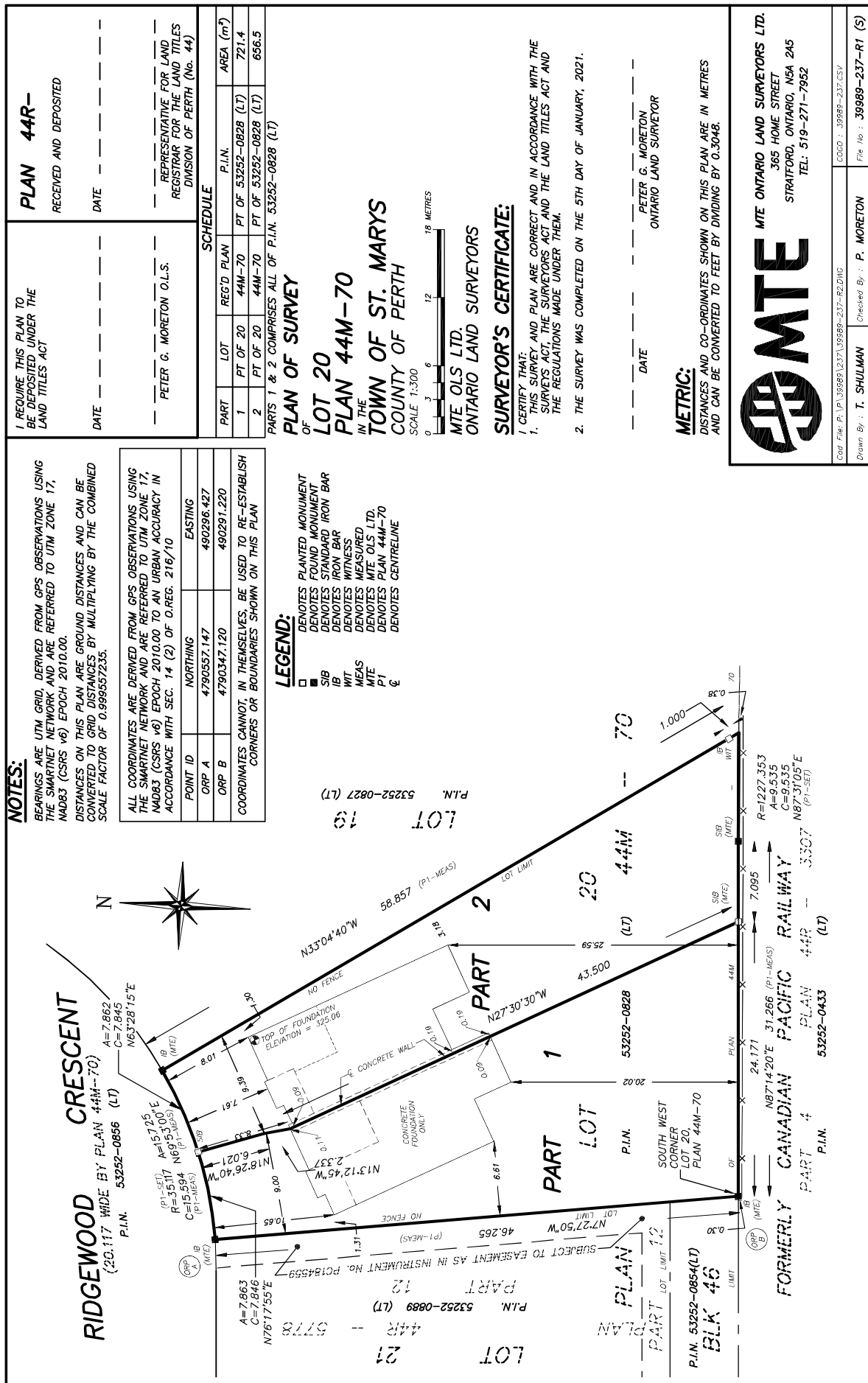
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# MONTHLY REPORT

<b>To:</b>	<b>Mayor Stratthdee and Members of Council</b>
<b>From:</b>	<b>Community Services</b>
<b>Date of Meeting:</b>	<b>23 February 2021</b>
<b>Subject:</b>	<b>DCS 05-2021 February Monthly Report (Community Services)</b>

## RECOMMENDATION

THAT DCS 05-2021 February Monthly Report (Community Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### Aquatics:

- Lifesaving society has released 5 new documents to guide pools and waterfronts for each colour code in the Safe Restart framework. These documents will help staff plan for spring and summer programs.
- Phase 1 of the pool reopening is set for Monday March 8, with registration beginning March 1.
- Staff training will take place prior to pool reopening. Additional upcoming training for Water Safety Instructors recertification and a Lifesaving Society Instructors Course.
- Staff are continuing to support Recreation programs and community meals as part of the Community Wellness Program.
- Staff supported the Family Day kits by supplying water safety information and activity sheets on Ice Safety.
- Staff supported the EarlyOn program by supplying water safety information and activity sheets on bathtub safety
- Staff continue to train in the ActiveNet booking system

### Cultural Services:

- Picture St. Marys: Past and Present photo contest launched. Staff were interviewed about the contest, and the general situation at the museum during the pandemic, by both the Stratford Beacon Herald and CTV London.
- A virtual Heritage Fair is planned in place of the usual in-person event that would typically take place at the PRC in February. Staff have been accepting exhibit submissions, which will be launched on a website during Ontario Heritage Week.
- Staff are continuing with weekly telephone and video programming as part of the Community Wellness Program.
- The Space to Spoon exhibit was crated with the assistance of Public Works staff. It will ship back to Ottawa mid-February. Staff are working on a quilt exhibit to go in its place when the museum reopens.
- Staff supported the Family Day kits by supplying a "Settlers of St. Marys" board game for each kit. The board game was initially developed for field trip programs at the Museum.

- Staff have begun accessioning artifact donations from 2020.
- Grant applications have been submitted for two Young Canada Works and one Canada Summer Jobs summer student positions.
- Staff responded to 29 research requests in January.

#### Child Care:

- Emergency school age care ended on February 5, 2021. Staff successfully ran the program for 4 weeks and had a total of 20 children in our care.
- On Feb 8, 2021 staff reopened the before and after school programs at both Little Falls and Holy Name School. The transition back to in-school programming has been a smooth one.
- EarlyON continues to engage and support families through a variety of online programming. Highlights have been Mindful Munchkins, Outdoor Adventures, Breast feeding Buddies and the new literacy program Baby Connections.

#### Recreation Operations:

- Cleaning and disinfecting of occupied spaces by Community Wellness staff ongoing by the operators. The PRC Custodian has been reassigned to the Building and Development facilities team to assist with cleaning and disinfecting while covering for a staff member who is off. This is manageable while the PRC is closed to programming and will be re-evaluated when it reopens, depending on the level of services we return to.
- The PRC fire and life safety systems have had their annual inspections completed. A few minor items to correct.
- Cimco Refrigeration was the lowest bid to replace the two main evaporator coils in the Aquatics Center Dectron HVAC unit. Parts have been ordered and are expected to arrive within 8-10 weeks. Work will take about a week to complete and can be done without delaying pool programming should we reopen. The air temperature on deck may not be optimal but will not be unsafe for occupancy.
- An ultraviolet light HVAC filtration was installed to service the Friendship Centre. It is a UV lamp system which is installed in the ductwork returning from the Centre to the HVAC unit. The lamps last up to 3 years and will be replaced when needed as part of regular maintenance. The system is certified to kill 99.99% of all airborne organic particles prior to reintroducing the air to the space through the HVAC unit. To save on heating and cooling, most HVAC units recycle up to 80% of the air to return to the space and having this air treated to eliminate any and all potential pathogens is a prudent step to ensure the health and safety of patrons and staff. More systems will be installed in other areas in the future. Current system doesn't kill anything which is airborne, only captures dust in the filters. Staff will include this system in the new HVAC units being replaced this summer for the arena and pool change rooms, and install it in the End Zone, Community Centre, and FC Multipurpose rooms with a target to complete this year.

#### Recreation and Youth Services:

- Family Day bags were a huge success with 74 families registered and a total of 120 children that participated.
- Babysitting course held virtually the week of February 15 with full participation.
- Homework help/youth connects to begin the last week of February.
- Family Scavenger Hunt to be released March 1. This program is in partnership with EarlyOn and the Museum.
- Planning for virtual video games to be released late March.

- Youth Council's 2021 initiative is Mental Health – The committee is working on planning 2021 programs to support this initiative.
- Developing a virtual cook along program in partnership with Senior Services. This program is anticipated to be launched in April.

#### Community Wellness/Senior Services

- The Friendship Centre plans to reopen for indoor and outdoor in person programs early April. Programs will be brought back slowly.
- Live Zoom Fitness classes launched January 11<sup>th</sup>. On average 45 residents are registered and participate in each class. At present Group Fitness is offered Monday/Wednesday and Gentle Fitness is offered Tuesday. An additional Group Fitness class will be added in February to accommodate the demand for this program.
- Telephone programs continue to be well received. A seated exercise program has been added to the schedule to encourage more fitness with those not able to access online programs. Staff are working to add some diversity to telephone-based programs.
- Virtual "revenue generating" programs like Scrapbooking classes will be added to the February schedule.
- Virtual Chair Yoga and Yoga have been well received.
- Staff hosted a virtual St. Marys Sweethearts contest to promote community engagement. Entries were not limited to older adults, with all ages participating.
- Staff are working on the 2021 Community Garden program.
- Senior Services supported the Family Day activity kits by supplying a deck of cards and some family friendly card games as well as popcorn for a family movie night.
- Staff are planning a Virtual International Women's Day event to be held on March 5<sup>th</sup>. This event is open for all.
- Staff are planning a drive thru Easter Lunch to be held on March 31. This event is open for all ages.
- Community Wellness program continue to see new referrals for shopping support and food delivery.
- Huron Perth Capacity project has developed a Mental Health resource sheet. This resource will be handed out to all registered Community Wellness clients and will be available online for those who are not registered. This resource included tips for maintaining good mental health during the COVID-19 Pandemic along with a variety of useful links to keep people engaged virtually. This resource was included in the Family Fun packages and will be distributed to all registered Community Wellness clients.
- Staff are working to connect with all registered 2019/2020 clients and members to ensure that nobody has fallen between the cracks. There are currently 900 residents on the list to be called over the course of the next few weeks.
- Staff continue to see individuals needing services with more complex needs.
- Met with Stratford Social Services to better understand their services. Regular meetings have been established so that we can be well-versed to ensure residents are informed of new services as they come out.

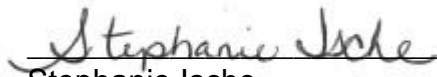
## Community Wellness/Senior Services January 2021 Stats

Service	Jan 2020 Clients Served	Jan 2021 Clients Served	Jan 2020 Units	Jan 2021 Units
Hot Meals On Wheels	11	16	181	202
Frozen Meals on Wheels	9	8	65	137
Community Dining	96	106	172	419
Telephone Reassurance/Social Connection	6	43	106	395
Grocery Shopping/Food Delivery	8	18	16	34
Fitness	235	52	1490	247
Social Phone Program	na	85	na	154

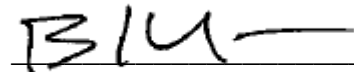
\*This chart demonstrates 3 weeks of service and does not include social programs, footcare or registered programs statistics.

### REVIEWED BY

#### Recommended by the Department

  
 Stephanie Ische  
 Director of Community Services

#### Recommended by the CAO

  
 Brent Kittmer  
 Chief Administrative Officer



## FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Doug LaPointe, Recreation Operations Supervisor
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>DCS 06-2021 PRC Lighting Upgrade</b>

### PURPOSE

To present Council with a request to sole source completion of lighting upgrades at the PRC to Douglas Electric who started the lighting upgrade project in the last quarter of 2020. The project will be funded from the approved Energy Efficiency Upgrades funding for 2021.

### RECOMMENDATION

**THAT** DCS 06-2021 PRC Lighting Upgrade report be received; and

**THAT** Council approve a sole source procurement to Douglas Electric to complete the PRC lighting upgrades project carried over from 2020.

### BACKGROUND

In October 2020, Douglas Electric was awarded the contract to begin lighting upgrades in town facilities. The upgrades include changing older fluorescent or incandescent lighting to LED lighting as part of the approved annual Energy Efficiency Upgrades budget. Pricing from three companies was obtained and work was ongoing during the last quarter of 2020. Lighting was upgraded in multiple buildings, including parts of the PRC, such as the arena dressing room hallway and lobby area. Work was paused once the allotted Energy Efficiency Upgrades budget was fully consumed for 2020.

### REPORT

Staff would like to continue to move forward with lighting replacements at the PRC. The proposal is to use again Douglas Electric in 2021 since they won the bid in 2020 and are familiar with the work. The plan is to fund the project using the approved 2021 Energy Efficiencies Upgrades budget to convert the additional lighting in the PRC. The fixtures being upgraded are mounted in the ceilings throughout the common areas of the PRC and typically measure 2 feet wide by 4 feet long. Douglas Electric was contacted in January 2021 and confirmed their pricing would remain the same per fixture changed, which is approximately \$110 with a \$30 energy reduction rebate for a net cost of approximately \$80 per fixture. There are approximately 200 fixtures left to be changed at the PRC of this type, which would bring the project total to approximately \$23,000 or just less than 50% of the allocated budget for 2021. There would also be a rebate of up to \$6,000 which would lower the cost to \$17,000. There is an estimated annual hydro savings of up to 20% per fixture, as well as maintenance savings as the LED fixtures are longer lasting and eliminate the need to change ballasts. With the existing fixtures, the annual cost of bulb and ballast replacements is approximately \$3,000, which includes the cost of disposing the old bulbs. This cost would be eliminated. The new fixtures have a 5-year warranty, with an expected lifespan of over 7 years, lasting much longer than fluorescent technology.

## FINANCIAL IMPLICATIONS

The annual budget for Energy Efficiency Upgrades has been approved in 2021 for \$50,000. This lighting project would use approximately \$23,000 minus a potential rebate of up to \$6,000. The remaining amount would be used for other projects yet to be determined and coordinated through the Building and Development facilities department.

## SUMMARY

In order to reduce energy consumption and save on costs, staff have been upgrading lighting in Town facilities to more energy efficient LED lighting. This project was started in the last quarter of 2021 with Douglas Electric being awarded the contract after obtaining three prices. Due to pricing having been obtained in the last quarter of 2020, and the project beginning in the PRC after most other facilities were completed, staff are requesting Council's approval to continue with the same company to complete the work at the PRC, having confirmed the price of the project remains the same to continue with the current contractor.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

- Ray Cousineau, Supervisor of Facilities
- Douglas Electric – St. Marys, ON

## ATTACHMENTS

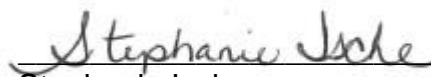
None

## REVIEWED BY

### Recommended by the Department

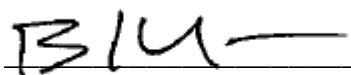


Doug LaPointe  
Recreation Operations Supervisor



Stephanie Ische  
Director of Community Services

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer

# MONTHLY REPORT

<b>To:</b>	<b>Mayor Stratthdee and Members of Council</b>
<b>From:</b>	<b>Corporate Services</b>
<b>Date of Meeting:</b>	<b>23 February 2021</b>
<b>Subject:</b>	<b>COR 12-2021 February Monthly Report (Corporate Services)</b>

## RECOMMENDATION

THAT COR 12-2021 February Monthly Report (Corporate Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### 2021 Budget:

- Public meeting was held on February 9, 2021
- Budget will be recommended for approval of Council on February 23, 2021

### Finance

- 2020 Year end audit work has begun
- Grant reconciliations completed for 2020 childcare costs
- Interim tax bills mailed to owners and mortgage companies – first due date is February 26, 2021
- Three tenders/RFPs posted on Bids and Tenders in January
- One property being considered for potential tax sale – 13 properties were sent tax sale letters

### Information Technology

- Provided ongoing remote IT assistance for existing team members to work effectively from home
- Linked local copies of online outlook calendars for staff use
- Upgraded firmware on water switches
- Firehall fibre connection and network hardware set up for use
- Modified town email lists to reflect current staff changes
- Reassigned zoom licenses to meet staff's evolving needs
- Changed switchboard call flow to go to Townhall during stay at home order
- Acquired new website domain for tourism department

### Communications

- Media Relations
  - Issued the following media releases:
    - The importance of installing smoke and CO alarms

- Emergency child care & expansion announcement
  - New Hours for Town Hall Public Washrooms
  - Cloudpermit streamlines building applications
  - FAQs regarding stay-at-home order
  - Encouraging local businesses to apply for financial relief programs
  - Pet Licencing Program
  - Alarming smoke and carbon monoxide non-compliance rates
  - Ontario Declares Second Provincial Emergency
- Advertising:
  - Print:
    - Continued with weekly Stonetown Crier/COVID-19 column in the St. Marys Independent with the additional section to share general municipal news, unrelated to pandemic.
    - Created advertisement for Pet Permits
  - Radio
    - Continued coverage of all media releases
- Social Media:
  - Continued to share wellness resources
  - Sharing more positive happenings to assist with “Covid fatigue” (ice sculpture and town photos)
  - Used platforms to direct residents and businesses to FAQ’s and resources to assist with any questions or confusion regarding Covid-19 restrictions.
  - Promoted the RTO4 Adapt & Recovery business grants
  - Released pet permit social media campaign with a contest
  - Promoted Family Day bag program
  - Promoted fire safety material from OFM
  - 10 new followers on the Town’s Facebook page in January
  - 10 new followers on the Town’s Twitter page in January
  - 24 new followers on the PRC’s Facebook page since November 15
  - Recently started posting on new LinkedIn page for recruiting purposes. Gained 35 new followers (totalling of 75).
- Website:
  - Top viewed pages: Library (7918), Covid-19 (2183) and Current Opportunities (1702)
  - COVID-specific page views:
    - 2183 views of COVID-19 page in January
    - 386 views of Business Resources and Directory page in December
    - 261 views of Community Wellness page in December (44% increase over December)
- Public engagement:
  - Currently promoting upcoming council meetings and exploring new ways to encourage public engagement
- Print materials and publications:
  - Working with Community Services to explore a digital way to publish the Community Guide
- Other:
  - Communications has reinstated Q1 meetings and developed Communications plans to move forward with Q1 and Q2 initiatives.



- Working with department managers to get final approval/publish on new accessible online forms
- Assisting Tourism with new Tourism website

### **Tourism and Economic Development**

- Progressing work on the development of the tourism website.
  - Secured a URL – discoverstmarys.ca
  - Developing content with support from staff
  - Exploring adding a marketplace for local businesses to sell product online
- Launched the RTO4 grant funding – Tourism Adaptation and Technology advancement
  - Deadline to apply was February 1, 2021
  - Promoted in the local newspaper, online, through the electronic newsletter and via email.
- Staff are assisting Public Works with the development of the Grand Trunk Stairway as a community fundraising project.

#### **Tourism Student**

- Working on developing and organizing content for the Tourism site.
- Creating a detailed list of Businesses including description of products and services.
- Researching Ecommerce providers and which businesses are currently using websites for marketing or selling their products and services.

#### **Events**

- Developing event plan for spring/summer
- Created Strong As Stone recognition program
- Assisted Museum with publicity of Picture St. Marys photo challenge

#### **VIA Services**

- Currently still closed due to Provincial lockdown.

## **SPENDING AND VARIANCE ANALYSIS**

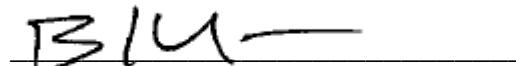
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### **REVIEWED BY**

#### **Recommended by the Department**

  
 André Morin  
 Director of Corporate Services / Treasurer

#### **Recommended by the CAO**

  
 Brent Kittmer  
 Chief Administrative Officer

## FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Corporate Services / Treasurer
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>COR 13-2021 Adoption of 2021 Budget</b>

### PURPOSE

To present the By-law in order for Council to consider adoption of the 2021 budget and tax levy.

### RECOMMENDATION

**THAT** COR 13-2021 Adoption of 2021 Budget report be received; and

**THAT** the 2021 Operating and Capital budget, representing a total 2021 tax levy of \$12,799,710, be approved; and

**THAT** Council consider By-law 16-2021, being a by-law to approve the 2021 Capital and Operating Budget.

### BACKGROUND

Council has deliberated the 2021 draft budget at the following meetings:

- November 17, 2020
- December 1, 2020
- January 7, 2021

A public meeting was held on February 9, 2021 where the Treasurer presented the draft 2021 budget. At that meeting, Council provided the following direction:

That staff be directed to prepare the budget by-law for consideration at the February 23, 2021 regular Council meeting.

### REPORT

The 2021 budget includes a property tax levy requirement of \$12,799.910 – representing a net levy increase of 0.85%. When incorporating the fee increases for water, wastewater, and wheelie bins, the average single detached dwelling will see a cost increase of approximately \$45 or 1.01% (based on a median assessment of \$249,000). A full breakdown is below:

**TOWN OF ST. MARYS  
2021 BUDGET**

	2020	2021	Increase
<b>Total Tax Levy</b>	<b>12,624,654</b>	<b>12,799,710</b>	<b>1.39%</b>
Estimated 2020 Growth	66,570		
<b>Adjusted Tax Levy</b>	<b>12,691,224</b>	<b>12,799,710</b>	<b>0.85%</b>

**TOTAL MUNICIPAL BURDEN ON RESIDENTIAL DWELLING**

<sup>1</sup>	<b>Avg. Municipal Tax - Residential Dwelling</b>	<b>3,090.04</b>	<b>3,116.45</b>	<b>0.85%</b>
<sup>2</sup>	<b>Water</b>	<b>425.00</b>	<b>433.50</b>	<b>2.00%</b>
<sup>2</sup>	<b>Wastewater</b>	<b>447.00</b>	<b>457.75</b>	<b>2.40%</b>
	<b>Wheelie Bin</b>	<b>129.00</b>	<b>129.00</b>	<b>0.00%</b>
	<b>Total Municipal Burden</b>	<b>4,091.04</b>	<b>4,136.70</b>	<b>1.12%</b>

<sup>3</sup>	<b>Education Tax</b>	<b>428.00</b>	<b>428.00</b>	<b>0.00%</b>
	<b>TOTAL</b>	<b>4,519.04</b>	<b>4,564.70</b>	<b>1.01%</b>

<sup>1</sup> *Municipal Tax only (does not include education tax)*

<sup>2</sup> *Based on average use of 13 cubic meters per month*

<sup>3</sup> *Education rates prescribed by Province*

Municipal property tax implications on other property types are summarized below:

RTC	RTQ	Description	2021 CVA	2020 Total CVA Taxes	2021 Total CVA Taxes	\$ Tax Change	% Tax Change
R	T	Single Family Home (Avg)	249,000	3,090.04	3,116.45	26.41	0.85%
R	T	Single Family Home (High Value)	415,000	5,150.06	5,194.09	44.03	0.85%
R	T	Residential Condominium Unit	148,000	1,836.65	1,852.35	15.70	0.85%
M	T	Apartment Building	1,978,000	27,330.24	27,563.88	233.64	0.85%
C	T	Small Office Building	194,000	3,711.69	3,743.42	31.73	0.85%
C	T	Small Retail Commercial Property	190,000	3,635.16	3,666.24	31.08	0.85%
I	T	Standard Industrial Property	971,800	30,145.95	30,403.66	257.71	0.85%

## FINANCIAL IMPLICATIONS

The annual budget and tax levy provide the Town with means to collect property taxes and other fees to support the operating and capital needs for the year and advance the Town's strategic plan. The 2021 tax levy is \$12,799,710.

## SUMMARY

Council has deliberated and recommended the 2021 operating and capital budget. Finalizing the budget and adopting the budget and tax levy By-law will provide a property tax levy of \$12,799,710.

## STRATEGIC PLAN

☒ No applicable to this report.

## OTHERS CONSULTED


Council  
Senior Management Team  
Public Meeting

## ATTACHMENTS

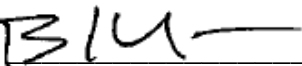
None

## REVIEWED BY

### Recommended by the Department

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

### Recommended by the CAO

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



# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Corporate Services / Treasurer
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>COR 14-2021 Municipal Transit Enhanced Cleaning Agreement</b>

## PURPOSE

The purpose of this report is for Council to consider a by-law to enter into a transfer payment agreement for funding under the Municipal Transit Enhanced Cleaning program

## RECOMMENDATION

**THAT** COR 14-2021 Municipal Transit Enhanced Cleaning Agreement report be received; and

**THAT** consider By-law 17-2021 and approve the Mayor and Clerk to sign the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning funding.

## BACKGROUND

In 2020, the Ministry of Transportation introduced a new funding program totalling \$15 million for municipalities to support enhanced transit cleaning efforts in order to help reduce the transmission of COVID-19.

The Town of St. Marys is eligible to receive up to \$12,223.

## REPORT

A requirement of the funding program requires the Town to enter into a transfer payment agreement with the Province of Ontario.

Once executed, the Treasurer will work with the St. Marys and Area Mobility Service to prepare the proper reports and attestations.

The St. Mary and Area Mobility Service has incurred extra materials, costs and staffing time in order to ensure a safe service for its staff and customers during the COVID-19 pandemic. The funding will be used to fund these extra direct expenditures.

## FINANCIAL IMPLICATIONS

Up to \$12,223 will be available to assist with extra costs associated with enhanced cleaning costs for the mobility service.

## SUMMARY

The Town is eligible to apply for funding under the Ministry of Transportation funding program for Municipal Transit Enhanced Cleaning. The St. Marys and Area Mobility Service provides mobility service on behalf of the Town and its municipal partners and will be reimbursed for eligible expenditures under the funding program.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

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

## **ATTACHMENTS**

Transfer Payment Agreement – St. Marys – MTEC TPA - Final

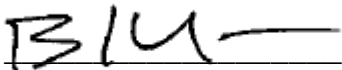
## **REVIEWED BY**

### **Recommended by the Department**



André Morin  
Director of Corporate Services / Treasurer

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

## **TRANSFER PAYMENT AGREEMENT FOR MUNICIPAL TRANSIT ENHANCED CLEANING**

**THIS TRANSFER PAYMENT AGREEMENT** for Municipal Transit Enhanced Cleaning (the “Agreement”) is effective as of the Effective Date (both “Agreement” and “Effective Date” as further defined in section A1.2 (Definitions)).

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

**Her Majesty the Queen in right of Ontario** as represented by the  
Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

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

(the “**Recipient**”)

### **BACKGROUND:**

In response to the COVID-19 pandemic and subject to the terms and conditions set out in the Agreement, the Province has agreed to provide funding to the Recipient for the Municipal Transit Enhanced Cleaning (“MTEC” as further defined in section A1.2 (Definitions)).

### **CONSIDERATION:**

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

#### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Contact Information and Authorized Representatives

Schedule “C” - Eligible Expenditures and Ineligible Expenditures

Schedule “D” - Claim and Attestation Submission, Supporting Documentation and  
Payment Procedures

Sub-schedule “D.1” - Claim and Attestation Form

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

## 2.0 CONFLICT OR INCONSISTENCY

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

- (a) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the inconsistency; or
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

## 3.0 COUNTERPARTS

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

### 3.2 Electronic Execution and Delivery of Agreement.

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

## 4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.

- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) may be executed by the respective representatives of the



Parties listed in Schedule “B” (Contact Information and Authorized Representatives).

## **5.0 ACKNOWLEDGEMENT**

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

- (a) the Funds are to assist the Recipient to carry out the MTEC and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the MTEC; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**- SIGNATURE PAGE FOLLOWS -**

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

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

---

Date

---

Name: Caroline Mulroney  
Title: Minister

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

---

Date

---

Name: Al Strathdee  
Title: Mayor

I have authority to bind the Recipient.

---

Date

---

Name: Jenna McCartney  
Title: Clerk

I have authority to bind the Recipient.

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

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

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

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

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

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

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the MTEC, or both.

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

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

**“Eligible Expenditures”** means the costs of the MTEC that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

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

**“Expiry Date”** means June 30, 2021.

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

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

**“Ineligible Expenditures”** means the costs of the MTEC that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

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

**“Maximum Funds”** means \$12,223.

**“MTEC”** means the municipal transit enhanced cleaning as described in section C1.1 (Description of the MTEC).

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

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

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

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

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

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

**“Reports”** means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

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

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

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the MTEC;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the MTEC, the Funds, or both;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the MTEC and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

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

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the MTEC successfully;

- (c) procedures to address any identified risks to the MTEC initiatives, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

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

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

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

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

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

- (a) provide the Recipient up to the Maximum Funds towards the Eligible Expenditures the Recipient incurred and paid for the purpose of carrying out the MTEC;
- (b) provide the Funds to the Recipient in accordance with the payment procedures provided for in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of the Agreement by the

Recipient by municipal by-law; and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission).

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

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

**A4.4 Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual Eligible Expenditures to the Recipient to carry out the MTEC, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

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

**A5.1 Disposal.** The Recipient agrees not to sell, lease or otherwise dispose of any assets acquired with the Funds without the Province's prior written consent.

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

**A6.1 No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect to how the MTEC has been and will continue to be carried out and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

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

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

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

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

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

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

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

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedure); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

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

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



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

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

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

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

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

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

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

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

## A8.0 COMMUNICATIONS REQUIREMENTS

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

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

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the MTEC or the Agreement.

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

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

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

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

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

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

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

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

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

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

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

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

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

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

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

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

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

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

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

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

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

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

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

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

A14.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A15.0 NOTICE

A15.1 **Notice in Writing and Addressed.** Notice will be:

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

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

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

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

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

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

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

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

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

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

## **A18.0 WAIVER**

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

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

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

## **A19.0 INDEPENDENT PARTIES**

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

actions that could establish or imply such a relationship.

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

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

## **A21.0 GOVERNING LAW**

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A22.0 FURTHER ASSURANCES**

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A23.0 JOINT AND SEVERAL LIABILITY**

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A24.0 RIGHTS AND REMEDIES CUMULATIVE**

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in

substitution for, any of its rights and remedies provided by law or in equity.

## **A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A25.1 Other Agreements.** If the Recipient:

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

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

## **A26.0 SURVIVAL**

**A26.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

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



**SCHEDULE “B”**  
**CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p><b>Attention:</b> Kevin Dowling, Manager, Strategic Investments Office</p> <p><b>Phone:</b> (416) 585-6312  <b>Email:</b> kevin.dowling@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Clerk  <b>Address:</b> 175 Queen Street PO Box 998 St. Marys ON N4X 1B6</p> <p><b>Attention:</b> Jenna McCartney</p> <p><b>Phone:</b> (519) 284-2340 x212  <b>Email:</b> jmccartney@town.stmarys.on.ca</p>
<b>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</b>	<p><b>Position:</b> Director of Finance/Treasurer  <b>Address:</b> 175 Queen Street PO Box 998 St. Marys ON N4X 1B6</p> <p><b>Attention:</b> André Morin</p> <p><b>Phone:</b> (519) 284-2340 x217  <b>Email:</b> amorin@town.stmarys.on.ca</p>
<b>Authorized representative of the Province for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)</b>	<p><b>Position:</b> Director, Municipal Programs Branch, Ministry of Transportation</p>
<b>Authorized representative of the Recipient for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)</b>	<p><b>Position:</b> Clerk</p>

**SCHEDULE “C”**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**C1.0 MTEC**

**C1.1 Description of the MTEC.** To address health related issues in respect of the COVID-19 pandemic, the Recipient has been acquiring goods and services for the MTEC of its transit system. Subject to Article C2.1 (Scope of Eligible Expenditures) and for greater clarity, the costs of the MTEC that are eligible for funding by the Province under the Agreement are only those that are supplemental to the Recipient's regular transit system cleaning.

**C2.0 ELIGIBLE EXPENDITURES**

**C2.1 Scope of Eligible Expenditures.** Subject to Article C3.0 (Ineligible Expenditures), Eligible Expenditures include the direct costs incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020 and that, in the opinion of the Province, are considered to have been properly and reasonably incurred and are necessary for the MTEC of transit vehicles and any other public and non-public facing transit assets, that provide or support transit services. In addition to having been incurred, these costs will have to have been paid by the Recipient prior to being submitted to the Province for payment and may include:

- (a) costs of cleaning materials for the MTEC;
- (b) costs of hand sanitizer for passenger and staff use;
- (c) costs of safety wear for the MTEC, such as gloves or goggles;
- (d) costs of equipment purchased for the MTEC;
- (e) costs of contracted services for the MTEC;
- (f) costs of salaries, including redeployment of staff, for the MTEC; and
- (g) any other costs that, in the opinion of the Province, are considered necessary for the MTEC.

**C3.0 INELIGIBLE EXPENDITURES**

**C3.1 Scope of Ineligible Expenditures.** Without limitation, the following costs will be considered Ineligible Expenditures:

- (a) costs incurred before April 1, 2020 and after December 31, 2020;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) marketing costs including advertising, promotion and communications;
- (d) core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, and computers);
- (e) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);
- (f) legal, audit, or interest fees;
- (g) budget deficits;
- (h) personal protective equipment, unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);
- (i) refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.); and
- (j) any other costs that, in the opinion of the Province, are considered ineligible for payment under the Agreement.

**SCHEDULE “D”**  
**CLAIM AND ATTESTATION SUBMISSION, SUPPORTING DOCUMENTATION AND**  
**PAYMENT PROCEDURES**

**D1.0 CLAIM AND ATTESTATION**

**D1.1 Claim and Attestation from the Recipient’s Senior Financial Official.** The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

**D2.0 SUPPORTING DOCUMENTATION**

**D2.1 Report on Expenditures and Additional Report and Information.** The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

**D3.0 PAYMENT PROCEDURES**

**D3.1 Submission of Claim for Payment and Required Documentation.** The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before January 31, 2021.

**D3.2 Claim Payments.** Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

**D3.3 No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after January 31, 2021, or both.

**SUB-SCHEDULE "D.1"**  
**CLAIM AND ATTESTATION FORM**

Ministry of Transportation File No.: \_\_\_\_\_

**TO:** Ministry of Transportation  
Transportation Programs Office  
10<sup>th</sup> Floor  
151 Bloor Street West  
Toronto, ON M5S 1S4

Attention: Manager, Transportation Programs Office  
Email: MTO-Transit Cleaning Funding @Ontario.ca

**FROM:** **[Insert address of the senior official]**

Attention: **[insert name and title of Recipient senior official]**  
Telephone No.: **[insert telephone number of Recipient senior official]**

**RE: Transfer Payment Agreement for Municipal Transit Enhanced Cleaning**

In the matter of the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on **[insert the month day, and year]** \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[insert the name and title of the senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A2.0 (Representations, Warranties and Covenants) and section A6.1 (No Conflict of Interest) of the Agreement are true and accurate;
  - b. Funds have been solely used on Eligible Expenditures as claimed in this Claim and Attestation Form and the Form of Report on Expenditures attached as Appendix A (Form of Report on Expenditures) to this Claim and Attestation Form;

- c. the Recipient is in compliance with all the terms and conditions of the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing; and
  - d. all records (including, without limitation, contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement.
2. The Eligible Expenditures have been incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020, and paid on or before January 31, 2021.

By signing below, I hereby claim a payment in the amount of \$ \_\_\_\_\_, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the MTEC costs.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

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

Title:

\_\_\_\_\_  
Witness Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A  
FORM OF REPORT ON EXPENDITURES  
TO  
SUB-SCHEDULE “D.1” (CLAIM AND ATTESTATION FORM)**

<b>MTEC Expenditure Report - April 1, 2020 to December 31, 2020</b>	
<b>Date:</b>	
<b>Recipient's Name:</b>	
<b>Total Funds Allocated:</b>	
<b>Total Funds Claimed:</b>	
<b>Remaining Allocation:</b>	



	Period of Work Performed					Amount Paid (\$)				
Date of Invoice (if Applicable) (DD/MM/YY)	From (DD/MM/YY)	To (DD/MM/YY)	Vendor Name	Description of Expense	Eligibility per Schedule "C"	Subtotal w/o HST (\$) (a)	Total HST (\$) (b)	Recoverable HST (\$) (c)	Net Total (\$) (a) + (b) - (c)	Amount Claimed (\$)
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
Total						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<u><b>Results Achieved with Provincial Funding:</b></u>
<u><b>Additional Comments:</b></u>
<u><b>Conclusion:</b></u>

**Recommended for payment:**

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

\_\_\_\_\_  
**[insert/print the name and title of the Recipient's authorized representative]**

**Recommended for payment:**

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

\_\_\_\_\_  
**[insert/print the name of the Director]**  
**Director, Ministry of Transportation**



# MONTHLY REPORT

<b>To:</b>	<b>Mayor Stratthdee and Members of Council</b>
<b>From:</b>	<b>Emergency Services / Fire Department</b>
<b>Date of Meeting:</b>	<b>23 February 2021</b>
<b>Subject:</b>	<b>FD 02-2021 February Monthly Report (Emergency Services)</b>

## RECOMMENDATION

THAT FD 02-2021 February Monthly Report (Emergency Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

During the month of February (15 January – 12 February 2021) the Fire Department responded to 08 emergency responses most notably:

- Automatic Alarms – 2 (St. Marys)
- CO Alarms – 5 (St. Marys) false alarms or faulty equipment
- Fire – 1 (St. Marys) 1 house fire

Fire Chief Attended 7 Calls alone

Average attendance of firefighters per emergency call - 19

St. Marys Firefighters have responded to 15 calls for service (1 January – 12 February 2021) compared to 10 emergency responses last year (1 January – 12 February 2020)

## Inspections

During the month of February (15 January – 12 February 2021) Brian Leverton (Chief Fire Prevention Officer) has completed the following:

- 0 Complaint
- 1 Follow Up
- 0 Safety Concerns
- 0 Fire Drills
- 8 Requests
- 7 Routine
- 0 Licensing
- 3 Site visits (request for clarification regarding Ontario Fire Code, lockbox installation location)
- 1 home visit re: smoke alarm/CO date and replacement

20 Total

## **Public Education**

Covid19 has put a halt on most Public Education.

St. Marys Fire department has entered an agreement to participate in the mentorship program at Fanshawe College. The Fire Prevention Officer works with fire prevention students by providing a sample building inspection and the student identifies the possible infractions and other agencies involved and they complete a fire inspection report.

## **Investigations**

One investigation resulting in a \$360 fine for not installing smoke alarms.

## **New Fire Hall**

The Fire Chief was provided the keys to the new fire hall on Friday the 12<sup>th</sup> of February. Firefighters moved the vehicles and equipment to the new fire hall on Saturday the 13<sup>th</sup> of February.

Operationally, firefighters are ready to respond from the new fire hall following new operational response procedures.

## **Training**

All training has been suspended until further notice.

## **Personnel**

100% of our Firefighters are healthy.

## **Fire Radio Dispatch Update**

RFP For Fire Dispatch has closed on Friday 5<sup>th</sup> of February 2021. There were only 2 responses to this RFP one from Owen Sound Police and Tillsonburg Fire & Rescue Services. A virtual meeting was held on Wednesday the 10<sup>th</sup> of February to discuss with all involved in this process. Fire Chiefs reviewed the responses and evaluated them based on the evaluation criteria that has been outlined in the RFP document. Once the evaluation has been completed, and a decision based on that evaluation has allowed for a proponent to be awarded the work in question, the proponent will be notified via the system itself.

## **Perth County Regional Training Centre**

During a recent Perth County Fire Chiefs meeting (27 January 2021) we discussed the closure of the Ontario Fire College and the future of training in Perth County.

Fire Chiefs attended a Town Hall meeting (05 February 2021) hosted by the Ontario Association of Fire Chiefs (O AFC) to gather consensus from Fire Departments on the closure.

The majority of Fire Chiefs across Ontario are not supportive of the Ontario Fire College closing. However, Fire Chiefs are planning to look at sending firefighters to Regional Training Centres (RTC).

Potential funding may become available for the development of more RTC.

Perth County Fire Chiefs are proposing that the departments in Perth County join to operate our own RTC. No new building would be required. Training, classes and exams would utilize the counties

existing facilities and equipment. Classes and hands on training would be rotated between these locations.

Joint effort by all departments would be required to handle the logistics of scheduling equipment, students, trainers, proctors and facilities.

## **SPENDING AND VARIANCE ANALYSIS**

20 Dura-Flow Hoses – Capital Budget - \$6,495.24

Altair, LEL, O2, CO, H2S Multi Gas detector – \$841.49

Six Bunker Gear bags – \$886.69

Ice/water rescue equipment - Headlamps, Strobe lights, throw bags Rope, Water Rescue – \$2,673.05

Engine repairs Ladder 2 – DEF tank and sensors, parts and labour - \$4,210.77

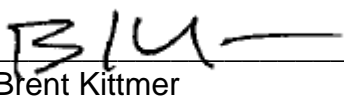
## **REVIEWED BY**

### **Recommended by the Department**

  
Richard Anderson

Director of Emergency Services / Fire Chief

### **Recommended by the CAO**

  
Brent Kittmer

Chief Administrative Officer

# MONTHLY REPORT

<b>To:</b>	<b>Mayor Stratthdee and Members of Council</b>
<b>From:</b>	<b>Human Resources</b>
<b>Date of Meeting:</b>	<b>23 February 2021</b>
<b>Subject:</b>	<b>HR 03-2021 February Monthly Report (Human Resources)</b>

## RECOMMENDATION

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

## DEPARTMENTAL HIGHLIGHTS

### Recruitment

- Currently recruiting for a Finance Supervisor/Deputy Treasurer and a Recreation Supervisor.
- Completed the recruitment and focusing on facilitating the onboarding for the Finance Clerk.
- Working with various departments to plan summer recruitment.

### HR Systems

- Transitioned to a new and updated HR Downloads training platform.
- Reviewing submissions for the Compensation Review Request for Proposal. The RFP closed February 19, 2021.
- Coordinating the annual Performance Management process and supporting the departments as they work through the reviews with their staff.
- Reviewing the corporate orientation process focusing on improving the online experience for the new team member.
- Met with new team members and their supervisors to discuss and review their experiences with the new on-boarding process.
- Working with the Fire Chief to create a training plan to review corporate policies with the Fire Department.
- Reviewing and updating the policy review schedule for 2021.
- Rolled out the new Vacation Scheduling policy to staff.
- Researching and creating new policies e.g. Cell Phone Entitlement and Job Titling.

### Staff Engagement

- Presented staff engagement survey results to the management team and now recruiting staff volunteers to form an employee lead review committee.
- Working with the Childcare Supervisor to create and facilitate a workplace cultural assessment. It will focus on identifying barriers and areas of improvement in the division and promote collaboration through team building activities for staff.

## Health and Safety

- Reviewing and updating Fire Safety Plans for various Town facilities.
- Analyzed the health and safety statistics for 2020. Completed a 5-year health and safety comparison to identify possible trends and potentially mitigate future incidents. Working with individual divisions and departmental JHSC to review and alter work practices as a way to reduce incidents and increase staff's safety.
- After the completion of the COVID Hazard Assessment, working with the JHSSC to implement the recommendations.

## Payroll and Benefits

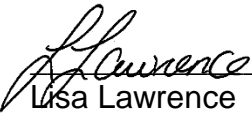
- Firefighter Annual reporting with Perth South calls
- OMERS year-end reconciliation and form 119 reporting
- Benefits Consortium Absenteeism and LTD monitoring - Q4 2020
- 2020 Wage Enhancement Funding Grant reconciliation filed with the City of Stratford
- 2021 Wage Enhancement Funding Grant application completed and submitted
- Emergency Program for Early Learning Services set up for tracking and costing purposes
- T4 & T4A completed, issued and filed with CRA
- FIR (Financial Information Return) – Schedule 80 (Annual hours) completed and sent to Finance for inclusion
- January month end completed
- 2020 Annual Clearing Account balancing completed
- Holy Name of Mary School Crossing Guard billing information prepared for the Director of Public Works & Finance division
- Employee Self Serve & Electronic timesheet training for full time staff

## SPENDING AND VARIANCE ANALYSIS

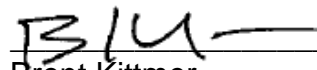
None.

## REVIEWED BY

### Recommended by the Department

  
\_\_\_\_\_  
Lisa Lawrence  
Director of Human Resources

### Recommended by the CAO

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

# MONTHLY REPORT

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

**From:** Public Works

**Date of Meeting:** 23 February 2021

**Subject:** PW 14-2021 February Monthly Report (Public Works)

## RECOMMENDATION

THAT PW 14-2021 February Monthly Report (Public Works) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### General Administration

- Select department staff attending the online Ontario Good Roads Association (OGRA) Conference (February 22-25). The conference is offering learning sessions related to asset management, vision zero, green infrastructure, and roads operations.
- Traffic and Parking
  - Ramping up targeted enforcement activities for parking infractions on municipal roadways and parking lots due to ongoing issues.
  - Participating and providing comments on comprehensive parking review study.
  - Continue to focus on recommendations from Council to investigate Vision Zero, staff will be attending numerous learning sessions on this topic at the OGRA conference.
- Procurement – review of existing agreements and setting up extensions should they be required. Operations tenders that have expired, will be re-issued.
  - Investigating LAS Fuel procurement program
- City-Wide Work Order Training
  - As per the recommendation of the KPMG Study, Staff are conducting internal learning sessions to leverage the utility of the program.
  - Continued use of the system helps create a database that holds several years of operations data that can be tied to a specific location.
    - For example: tree inspection requested in 2018 for a specific address – the request and action undertaken are stored in the work order system. In 2021, if another request is received for that address the history is readily available.
- Asset Management
  - Year-end entries and database updates underway
  - Asset Management Internal Working Group resumed – database improvement activities
- Geographic Information Systems
  - Spatial accuracy improvement of parcel fabric GIS project underway.
  - Parks staff working on GIS survey of Trail signage & features



## **Environmental Services (Water/Wastewater)**

- Tender administered for Well Inspection Program (closes February 11, 2021) – Award Pending
- Watermain break on Maiden Lane on February 8, 2021

## **Solid Waste Collection, Management & Landfill**

- Completed repairs to compactor (repairs are expected given the current life cycle age of the compactor)
- Mattress recycling program has been deferred to 2022 to enable the progression through the Environmental Assessment Process. The Town needs to complete a long-term site design that will look at diversion programs and suitable infrastructure.
- Household Hazardous Waste program delivery report completed for council
  - Finalizing 2021 dates with contractor

## **Public Works Operations (Roads and Sidewalks)**

- Winter Maintenance
  - Continuing to deploy Operators to maintain roads, sidewalks and trails
  - As time permits Operators to remove snow build up along boulevards
- Equipment maintenance underway
- Capital tender replacement pickup truck release

## **Parks, Trails, Tree Management, Flowers & Cemetery**

- Tree management (winter pruning is ongoing)
- Trail network – as weather permits, Parks Operators are completing an inventory of trail amenities (signs, garbage cans etc.) that is geographically tagged in the GIS. The data collection is supporting the Active Transportation Master Planning project.
- Refurbishing parks amenities such as benches and picnic tables for 2021 deployment
- Flowers – materials ordered
- Natural Areas
  - Wildflower Meadow: materials on hold at the nursery, and application for funding submitted to TD Friends of the Environment Foundation
  - Design of Southvale Park naturalization project (using donation funds)
    - UTRCA is providing the materials and technical expertise
    - Multi-Year project approval report to council Spring 2021
- Working with Community Services department to review childcare turf options

## **Capital Projects and Engineering**

- Elizabeth and Waterloo Reconstruction
  - Tender approved by Council on February 8, agreements being executed
  - MOECC Stormwater Approval Pending – ETA April 2021
  - 10-12 Week Construction window – with End of August completion date
- Thames Crest Farms
  - J-AAR Excavating mobilizing February
  - Tentative construction schedule development lands – Feb – June
  - Tentative construction schedule James St. N
    - Mid March to Mid May
    - Installation of watermain will require Southbound detour of James St. N for approx. 3-4 weeks.

## **SPENDING AND VARIANCE ANALYSIS**

### **Environmental Services (Water/Wastewater)**

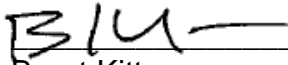
- Robinson Lift Station – Pump replacement required – \$11,000
- WPCP – RAW Sewage Main lift pump replacement – \$12,000
- Replacement costs to be absorbed by Waste Collection Operational Budget
- Potential for budget variance later in fiscal year

### **REVIEWED BY**

#### **Recommended by the Department**

  
\_\_\_\_\_  
Jed Kelly  
Director of Public Works

#### **Recommended by the CAO**

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

# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Jed Kelly, Director of Public Works
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>PW 10-2021 Downtown Street Patios and Sidewalk Displays</b>

## PURPOSE

To facilitate discussion with Council regarding seasonal patios, small bistro tables and retail displays located on public right of ways, including accessibility, setup duration, and approval process.

## RECOMMENDATION

**THAT** PW 10-2021 Downtown Street Patios and Sidewalk Displays report be received; and

**THAT** Council delegate the authority to the Public Works Department to review and approve applications for downtown street patios using the criteria outlined in PW 10-2021; and

**THAT** staff bring forward a policy for permitting downtown street patios & sidewalk displays for the 2022 season.

## BACKGROUND

The COVID-19 pandemic has accelerated discussions and tentative proposals for on street patios, bistro tables and retail displays for seasonal use. Utilizing sidewalk and parking stalls for additional seating temporarily increases restaurants and retail total area and better improves compliance with social distancing rules. It is likely that such public health requirements will persist in 2021. Furthermore, creating outdoor seating for restaurants within the Downtown may create a unique experience for patrons, and in the longer-term could foster more tourism within the Downtown for eateries and cafes.

Therefore, to assist in ensuring compliance with COVID-19 restrictions for eateries and cafes, combined with increasing curbside appeal and Downtown experiences for existing residents and tourists, Town staff are requesting that Town Council consider creating a downtown street patio program, possible considerations for such a program will be addressed in this report.

Several internal departments and the Town's Business Improvement Area and Business Economic Support and Recovery committees have been consulted in the preparation of this report. Both bodies have supported the proposal for patios.

## REPORT

In 2020, one business approached the Town to install a street patio, the Town approved the installation with specific design criteria. Since then, the Town has learned best practices throughout its own experiences and after consulting with other municipal governments with similar programs.

The proposed criteria are fluid to account for various considerations including topography, road design and frontage in addition to administrative details. Staff have drafted criteria that can account for the

specific locational differences while evaluating applications for street patios. The proposed criteria are listed below.

Please note that this program will only address street patios and features located on municipal property, and that accessory patios or extensions on private property will remain under the purview of the Town's Building Department. In addition to street patios, parameters related to bistro tables and retail displays have been incorporated within the report, as they also occupy space within the Town's right of way.

## **Placement of Street Patio Criteria**

### Location

When reviewing a proposal for a street patio, considerations must be given to the physical limitations of the Downtown, including the right of way (corner space, width of the sidewalks and boulevards). There is a need to balance the economic and social benefit of street patios, and the safe movement of vehicles and people along roads and sidewalks within the Downtown. To achieve this balance, staff will consider the following when reviewing a street patio request:

- Street patios shall not be installed within parking stalls abutting intersections to ensure adequate space for truck maneuvering and turning;
- Street patios and boardwalks shall not impede access to accessible parking, fire hydrants, fire routes, utilities, access ramps and entrances of any kind;
- Street patios shall not impede sight lines for vehicles entering and exiting on-street parking; and
- Drainage catchment areas must be maintained, therefore gutters and catch basins shall not be blocked.

### Frontage

Placement will need to consider the surrounding businesses, and how the placement of the patio may impact access to those businesses. The intent is to support eateries, while deterring any negative impacts to neighbouring business. Therefore, the following restrictions will be in place:

- Street patios shall be installed along the frontage of the eatery, or in close proximity to the eatery;
- Seasonal patios will consume a maximum of 3 parking spaces; and,
- If an eatery wishes to extend beyond their frontage, they will require written approvals from the abutting tenants and owners.

## **Design of the Street Patio**

### Design

The street patio shall not damage existing Downtown infrastructure and shall ensure the safety of its patrons, and those utilizing the roads and sidewalks. Therefore:

- All street patio features will be removable from the street, and will not have anchoring penetration into either the sidewalks or asphalt surfaces;
- The street patio shall include a guiderail separation from the vehicular lane of travel; and
- The street patio will encompass the entire parking stall

## Accessibility

The street patios must comply with the *Accessibility for Ontarians with Disabilities Act* and the Ontario Fire Code. The Provincial legislation shall be the guiding principle for accessibility. The following criteria will be the primary focus for downtown core installations:

- A 1.5-meter walking path shall be maintained at all times, with no surface elevation changes, no ramping will be allowed;
- The Town will permit the placement of tables in either the sidewalk or parking stalls, as long as the eatery maintains a 1.5-meter walking path; and
- Eateries may be able to transform parking areas into boardwalks or seating areas:
  - Parking stalls used primarily for seating must have a Jersey barrier between the oncoming lane of traffic and patio.
  - Parking stall used primarily for a walking path will require a railing only

**(Note:** Staff's concern is that several streets in the downtown core are subject to unavoidable commercial through traffic due to the nature of St. Marys road network layout. A vehicle inadvertently entering a parking stall lane is less likely to coincide with pedestrian in transit occupying the boardwalk vs a patron at an eatery engaged in casual dining. Thus, it is staff's preference that parking stall be used for pedestrian traffic over seating)

## **Bistro Tables and Retail Displays**

In recent years downtown businesses have sought to place bistro tables and retail displays within the right of way. The 2016 reconstruction of Queen Street created a uniform surface space in which could be utilized in some areas adjacent to the sidewalk path. Historically, the Town has permitted the placement of items within the public road allowance but insisted the following criteria be met:

- 1.5 metres walking path be maintained and space to ensure the safe walking path for pedestrians;
- Items cannot interfere with patrons accessing on-street parking facilities or pedestrian crossovers;
- The placement only occurred in the Downtown, and within the vendor's frontage.

Staff are proposing that these criteria continue to be in place, however, vendors who wish to place bistro tables or retail displays shall provide additional detail (including layouts) and follow the steps listed below under Administration.

## **Administration**

### Submission of Application

The applicant shall submit a road/sidewalk occupancy request to the Town to initiate the application process. The applicant shall be required to sign off on indemnification and provide adequate insurance with the Town as an additional insured.

The application will be internally circulated to relevant departments, before being given authorization to proceed.

### Inspection for Approval

A building permit will not be required, as the installation will not exceed 8" in height, will be removable and will not require permanent mounting.

However, staff recommend an inspection before its use, representatives from the Public Works, Building and Fire Departments shall review the installation to ensure its compliance with the items listed above.

#### Ownership and Maintenance

- The boardwalks and patios shall be the property of the applicant; and
- The installation, removal and repairs shall be the responsibility of the applicant.

#### Schedule

The installation and use of street patios shall be permitted between May 15 and October 15, 2021.

The Town's winter maintenance period occurs between November 1 and May 1 of each year, the 15-day period will act as a buffer period for seasonal switch overs.

Bistro tables and retail displays would be removed outside regular operational hours of each establishment.

#### AGCO

Proponents will be required to comply with all applicable laws, including the Alcohol and Gaming Commission of Ontario's licensing requirements.

### **FINANCIAL IMPLICATIONS**

There are no direct material costs associated with program, instead, there will be costs associated to staff time to facilitate the program.

### **SUMMARY**

The COVID-19 pandemic has demonstrated the benefit of installing street patios within the Downtown. The Town wishes to support its eateries within the Town, in an effort to promote the economic and social benefits of street patios along with protecting the Town, and ensuring the safe movement of vehicles and peoples, staff are proposing a set of criteria within this report.

Key program criteria:

- Final approval with be entrusted to Town Staff to speed up the process, with inspection requirements from Public Works, Building and Development and the Fire Department;
- Street Patios must comply with all applicable law, including but not limited to the Accessibility for Ontarians with Disabilities Act, Ontario Fire Code, and Ontario Alcohol and Gaming Commission regulations;
- Temporary patios can extend in front of adjacent tenant spaces if written permission is provided;
- Perimeter fencing, planters or barriers can be used if they do not pose any damage to public property and are secured without interfering with underground utilities; and
- Decks or platforms may be constructed within parking stalls or the sidewalks, as long as a clear 1.5-meter walking path is maintained.
- Patios and Bistro Tables criteria:
  - 1.5m walking path always be maintained
  - Items cannot interfere with patrons accessing on-street parking facilities or pedestrian crossovers.
  - Only accessible to stores within their respective frontages

All applications would be approved at a staff level using the existing Road & Sidewalk occupancy form. This process collects the required information and allows for efficient approval timelines for proponents.

## **STRATEGIC PLAN**

- ☒ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
  - Pillar #5 Economic Development:
    - Outcome: The Downtown should be perceived as safe, central, and culturally vibrant, gathering area. Ultimately, the transition will be to transform St. Marys from a heritage to a cultural experience.
    - Tactic(s): Permit the use of municipal property to offer outdoor eating experiences to support local eateries and retail stores and encourage continued economic development and social benefits for patrons.

## **OTHERS CONSULTED**

Public Works Department

Building and Development Department

Corporate Services

St. Marys Fire Department

St. Marys Business Improvement Area Board

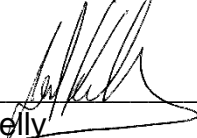
St. Marys Business Economic Support and Recovery Task Force

## **ATTACHMENTS**

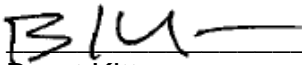
None

## **REVIEWED BY**

### **Recommended by the Department**

  
\_\_\_\_\_  
Jed Kelly  
Director of Public Works

### **Recommended by the CAO**

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



# FORMAL REPORT

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Dave Blake, Environmental Services Supervisor
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>PW 11-2021 Source Water Protection Services Agreement</b>

## PURPOSE

This report is presented to Council for consideration of Source Water Protection Services and meeting the Town's requirements under the *Clean Water Act*, 2006.

## RECOMMENDATION

**THAT** report PW 11-2021, Source Water Protection Services Agreement, be received; and

**THAT** Council consider By-law 20-2021 authorizing the Mayor and Clerk to sign the associated agreement amendments for continued source water protection services with the Upper Thames River Conservation Authority through December 31, 2023.

## BACKGROUND

In October 2006, the Province of Ontario passed the *Clean Water Act* (CWA). The CWA is to protect existing and future sources of drinking water. The protection of source water is one barrier in the multibarrier approach recommended by Justice O'Connor and approved by the Province for safe drinking water in Ontario. A Source Protection Plan (SPP) was required as part of this program. Source water protection is science based, having no regard for municipal boundaries. The SPP for the Town of St. Marys is the Thames-Sydenham Region Source Water Protection Plan.

In 2015, the Town of St. Marys retained the services of the Upper Thames River Conservation Authority (UTCRA) to provide Source Water Protection Service on behalf of the Town to meet the Town's obligations under the CWA. The initial Service Agreement ended on August 31, 2017 and was subsequently renewed through to December 31, 2020.

At the regular Council meeting on November 24, 2020, staff presented Council with options for Source Water Protection services for consideration. The following resolution was carried at that time:

### ***Resolution 2020-11-24-14***

*Moved By Councillor Craigmile*

*Seconded By Councillor Pridham*

***THAT*** Report PW 70-2020, Source Water Protection Services – Contract Renewal be received; and

***THAT*** Council direct staff to continue to utilize Risk Management Services from the Upper Thames River Conservation Authority to meet the Town's Clean Water Act requirements; and,

***THAT*** staff bring back the associated agreement at a later date.



This report provides the associated agreement amendments for Council's consideration.

## **REPORT**

On October 1, 2020, Town staff received an Agreement renewal proposal from the UTRCA that would cover a period from January 1, 2021 through to December 31, 2023. Under a renewed Agreement, the UTRCA Risk Management Office would continue to implement Part IV policies under the same Agreement that is currently in place between the Town of St. Marys and the UTRCA, with an amendment to the schedule of costs.

Under the UTRCA model, the source protection program is funded by partner municipalities based on the estimated portion of the workload. The Town of St. Marys would be responsible for 12% of the program costing (highest contribution group). This is a result of the unique nature of the Town's source water protection area, and the nature of the wellhead protection area for the water supply wells encompassing such a large portion of the Town.

The renewed agreement would see no change in service delivery for the Town through to 2023 while enabling sufficient staff resources to update plans and property inspections should potential changes to source protection plans come into force during the agreement period.

Please refer to Attachment No. 1 and No. 2 for the amended Agreement schedules to extend service delivery through to December 31, 2023.

## **FINANCIAL IMPLICATIONS**

The amended Agreement for Source Water Protection Services with the UTRCA will result in a total program cost of \$74,171.00 to be incurred over a three (3) year period (2021 through 2023). This represents an annual program cost of approximately \$24,724 over the term of the agreement.

Source water protection services are funded through the annual operating budgets for the water system. The agreement costing proposed has been allocated in the 2021 budget.

## **SUMMARY**

Based on the information detailed herein, it is staff's recommendation that Council authorize the amending agreements for continued source water protection services through the Upper Thames River Conservation Authority (UTRCA) through to December 31, 2023. This will allow the Town to continue to meet or exceed its requirements under the *Clean Water Act* and continue to offer a unified presence across the region for landowners in relation to Source Protection activities.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

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

Brent Kittmer, Chief Administrative Officer – Town of St. Marys

## **ATTACHMENTS**

Attachment No. 1 - Amendment No. 2, Source Protection Part IV Enforcement Transfer Agreement

Attachment No. 2 – Amendment No. 2, Source Protection Joint Risk Management Services Agreement

## REVIEWED BY

### Recommended by the Department

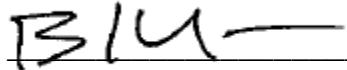


Dave Blake, C.E.T.  
Environmental Services Supervisor



Jed Kelly  
Director of Public Works

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer

**AMENDMENT NO.2**  
**SOURCE PROTECTION PART IV ENFORCEMENT TRANSFER AGREEMENT**

THIS AMENDMENT NO.2 made effective the first day of January, 2021.

BETWEEN:

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

(hereinafter called "the Municipality")

OF THE FIRST PART

- and -

**UPPER THAMES RIVER CONSERVATION AUTHORITY**

(hereinafter called "the Authority")

OF THE SECOND PART

**PREAMBLE:**

**WHEREAS** the Parties entered into an agreement dated as of September 1, 2014 for the purpose of appointing the Authority as agent of the Municipality with respect to the enforcement and jurisdictional rights under Part IV of the *Clean Water Act* as part of implementation of the Thames-Sydenham and Region Source Protection Plan (the "**Agreement**").

And Whereas pursuant to Section 7.04 of the Agreement, amendments may only be made by mutual agreement;

**NOW THEREFORE** in consideration of the contractual relationship between the Authority and the Municipality referred to above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Authority and the Municipality hereby acknowledge, agree and undertake as follows:

1. This Amendment No. 2 shall have an effective date of January 1, 2021 and shall continue for a period of 3 years, ending the 31<sup>st</sup> day of December 2023.
2. All other terms and conditions of the Agreement shall remain in full force and effect unchanged and unmodified except in accordance with this Amendment No. 2.
3. The Agreement is amended as follows:
  - a. Schedule "A" (Payment Schedule) as set out in the Agreement is deleted in its entirety and replaced with the following:

*Payment Schedule*

**Town of St. Marys**

<b>Payment</b>	<b>Due Date</b>	<b>Description</b>	<b>Payment Amount</b>
1	June 1, 2021	Biannual program implementation payment	\$ 12,362
2	December 1, 2021	Biannual program implementation payment	\$ 12,362
3	June 1, 2022	Biannual program implementation payment	\$ 12,362
4	December 1, 2022	Biannual program implementation payment	\$ 12,362
5	June 1, 2023	Biannual program implementation payment	\$ 12,362
6	December 1, 2023	Biannual program implementation payment	\$ 12,361
<b>3-Year, Total Program Cost</b>			<b>\$ 74,171</b>

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment No. 2 as of the day and year first written above.

**UPPER THAMES RIVER CONSERVATION AUTHORITY**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
General Manager/Secretary-Treasurer Date

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

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
City Clerk Date

**AMENDMENT NO.2**  
**SOURCE PROTECTION JOINT RISK MANAGEMENT SERVICES AGREEMENT**

THIS AMENDMENT NO.2 made effective the first day of January, 2021.

BETWEEN:

**Upper Thames River Conservation Authority,**

(hereinafter called "the Authority")

OF THE FIRST PART

- and -

**The Corporation of the Town of St Marys,**

(hereinafter called "the Municipality")

OF THE SECOND PART

**WHEREAS** the Parties entered into an agreement dated as of September 1, 2014 for the purpose of developing and implementing a joint program for the enforcement and jurisdictional rights under Part IV of the *Clean Water Act* (the "**Agreement**").

And Whereas pursuant to Section 6.04 of the Agreement, amendments may only be made by mutual agreement;

**NOW THEREFORE** in consideration of the contractual relationship between the Authority and the Municipality and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by both Parties, the Authority and the Municipalities hereby acknowledge, agree and undertake as follows:

1. This Amendment No. 2 shall have an effective date of January 1, 2021 and shall continue for a period of 3 years, ending the 31<sup>st</sup> day of December 2023.
2. All other terms and conditions of the Agreement shall remain in full force and effect unchanged and unmodified except in accordance with this Amendment No. 2.
3. The Agreement is amended as follows:
  - a. Schedule "A" (Program Description and Timelines), Schedule "B" (Notification Contacts) and Schedule "C" (Reports), as set out in the Agreement are deleted in their entirety and replaced with the following:

## ***Schedule A – Joint Risk Management Services Agreement***

### **Program Description and Timelines**

Upper Thames River Conservation Authority (UTRCA) was delegated Part IV authorities (as per Ontario *Clean Water Act, 2006*) on behalf of the Municipality in September 2014. Since the commencement of the Agreement, UTRCA has established a regional Risk Management Office with duties and responsibilities carried out by designated Risk Management Officials (RMO) and Risk Management Inspectors (RMI). The services performed by and related to the RMO and RMI and are collectively referred to as Risk Management Services (RMS) and are summarized in this schedule. This schedule forms part of the Joint Risk Management Services Agreement.

The Risk Management Office will continue to implement and enforce the Part IV policies contained in the Thames-Sydenham and Region Source Protection Plan on a regional basis. The Risk Management Office is operated by the UTRCA out of the Authority's administrative office, with support provided by staff from the St. Clair Region Conservation Authority. The following table provides a description of the scope of the services included in the joint risk management program and summarizes the services by program area. It also provides information on the timing of the program area within the term of the amended Agreement.

Program Area	Description	Timing
Program Administration	<ul style="list-style-type: none"> <li>▪ Ongoing administration of the program and liaison with municipal participants.</li> <li>▪ Refine and improve the program over the course of agreement term through discussion with the participating municipalities.</li> <li>▪ Maintain an information management system to address record keeping requirements of the Clean Water Act, program administrative needs and reporting requirements through continued participation in the online information management system developed by UTRCA referred to as LSWIMS.</li> <li>▪ Engage municipal participants towards the conclusion of the amended Agreement term, for the purpose of either renewing the agreements or revising the approach.</li> </ul>	Term of the agreement

Risk Management Plan (RMP) Negotiation	<ul style="list-style-type: none"> <li>▪ Contact with landowner and persons believed to be engaged in activities which require a RMP (proponents).</li> <li>▪ Negotiate or otherwise establish A RMP (or provide appropriate notices) for proponents identified through Restricted Land Use provisions discussed below.</li> <li>▪ RMP's will be negotiated through interaction with the proponent including: <ul style="list-style-type: none"> <li>○ Pre-consultation with proponent to explore the need for and nature of RMP including review of risk management measures (RMM) already in place.</li> <li>○ Visit the site to determine the nature of activities which might require RMP and review risk management measures in place or possible.</li> <li>○ Negotiate RMP with person engaged in the activity or otherwise establish a RMP as may be appropriate.</li> </ul> </li> <li>▪ Issue and deliver orders and notices under CWA and Regulations as may be required in carrying out the duties and responsibilities as part of negotiating or otherwise establishing RMPs.</li> </ul>	SPP effective date to expiry of agreement
Restricted Land Use and Land Use Planning Support	<ul style="list-style-type: none"> <li>▪ Pre-consultation with proponent and or municipal staff as requested</li> <li>▪ Integration of services with municipal land use planning and building permit applications and review processes.</li> <li>▪ Assess applications and issue appropriate notice, or negotiate RMP as described above.</li> <li>▪ Respond to inquiries from municipalities or proponents when requested.</li> <li>▪ Provide advice to municipal staff on other aspects of the Source Protection Plans, such as those pertaining to <i>Planning Act</i> processes.</li> </ul>	SPP effective date to expiry of agreement
Site Specific Risk Assessment (SSRA)	<ul style="list-style-type: none"> <li>▪ Review and approve Site Specific Risk Assessments in accordance with CWA, regulations and provincial guidance/rules</li> <li>▪ Pre-consultation with proponents when requested</li> <li>▪ Discuss with municipal drinking water system operator if appropriate</li> <li>▪ Review submitted SSRA to ensure that, among other things, the work has been: <ul style="list-style-type: none"> <li>○ completed according to the appropriate rules;</li> <li>○ undertaken by a qualified professional;</li> <li>○ utilizes the best available information;</li> <li>○ follows accepted practices; and</li> <li>○ is appropriately documented.</li> </ul> </li> <li>▪ Consult with appropriate technical staff and engage them in the review.</li> <li>▪ Issue notices as appropriate.</li> <li>▪ Documentation of results and consideration for future Assessment Report updates (when warranted).</li> </ul>	SPP effective date to expiry of agreement



Threats Review and Assessment	<ul style="list-style-type: none"> <li>▪ Review of activities in vulnerable areas as a result of changes to threat circumstances made by the Ontario Ministry of the Environment Conservation and Parks.</li> <li>▪ Identify new significant threats, and any changes to existing threats as a result of these changes.</li> <li>▪ Review SPP policy implications with the persons engaged in threat activities.</li> <li>▪ Establish new risk management plans where new significant drinking water threats are identified (as outlined above).</li> <li>▪ Enforce new prohibitions (where required) when activities are identified as being subject to Section 57 prohibitions as a result of changes to threat circumstances.</li> </ul>	Upon approval of changes to the Director's Technical Rules made under the Ontario Clean Water Act (expected in Spring 2021) to expiry of agreement
Education, Outreach and Stewardship Support	<ul style="list-style-type: none"> <li>▪ Communicate the purpose, effect and function of the Part IV policies to residents and businesses in the subject vulnerable areas.</li> <li>▪ Develop and use, in consultation with municipalities, education and outreach materials as part of the personal contact that the RMO/RMI has with proponents.</li> </ul>	SPP effective date to expiry of agreement
Compliance and Enforcement	<ul style="list-style-type: none"> <li>▪ Maintenance of a focused and prioritized compliance monitoring program.</li> <li>▪ Appropriate enforcement of requirements including s57 prohibitions and s58 regulated activities (RMP) under the CWA.</li> <li>▪ Consultation with the municipal operators on enforcement alternatives when appropriate.</li> <li>▪ Consultation with municipalities on extraordinary cost. Extraordinary costs defined in this agreement and/or the municipal transfer agreement. These include costs associated with legal proceedings which are beyond the costs included in schedule A of the municipal transfer agreement.</li> <li>▪ Monitoring changes to activities in the area to prioritize inspection and compliance monitoring programs.</li> <li>▪ Response to complaints and inquiries.</li> </ul>	SPP effective date to expiry of agreement
Monitoring and Reporting	<ul style="list-style-type: none"> <li>▪ Annual reporting as required by the Act and SPP (February of each year).</li> <li>▪ Annual reporting on the program summarized by municipality as identified in the reporting schedule of this agreement.</li> <li>▪ Annual program financial report summarizing program revenues and expenditures as identified in the reporting schedule of this agreement.</li> </ul>	SPP effective date to expiry of agreement

## ***Schedule B – Joint Risk Management Services Agreement***

### Notification Contacts

	Official Administrative Contact	Technical Contact
Upper Thames River Conservation Authority	Attention: General Manager/Secretary Treasurer Ian Wilcox 1425 Clarke Rd, London, ON, N5V 5B9 Fax 519-451-1188 Phone 519 451-2800x259 Email <a href="mailto:wilcoxi@thamesriver.on.ca">wilcoxi@thamesriver.on.ca</a>	Attention Source Protection Coordinator Jenna Allain 1425 Clarke Rd, London, ON, N5V 5B9 Fax 519-451-1188 Phone 519 451-2800x223 Email <a href="mailto:allainj@thamesriver.on.ca">allainj@thamesriver.on.ca</a>
The Corporation of the City of Stratford	Attention: Chief Administrative Officer Joan Thomson 1 Wellington St. PO Box 818 Stratford, ON, N5A 6W1 Fax 519-273-5041 Phone 519-271-0250 ext 237 Email <a href="mailto:jthomson@stratfordcanada.ca">jthomson@stratfordcanada.ca</a>	Attention: Manager of Environmental Services, Infrastructure and Development Johnny Bowes 82 Erie Street, 3 <sup>rd</sup> Floor Stratford, ON, N5A 2M4 Fax 519-271-1427 Phone 519-271-0250 ext 315 Email <a href="mailto:jbowes@stratfordcanada.ca">jbowes@stratfordcanada.ca</a>
The Corporation of the Township of Perth East	Attention: Chief Administrative Officer Theresa Campbell P.O Box 455 25 Mill St East Milverton, ON, N0K 1M0 Fax 519-595-2801 Phone 519-595-2800 ext 232 Email <a href="mailto:tcampbell@pertheast.ca">tcampbell@pertheast.ca</a>	Attention: Manager of Public Works Wes Kuepfer P.O Box 455 25 Mill St East Milverton, ON, N0K 1M0 Fax 519-595-2801 Phone 519-595-2800 ext 234 Email <a href="mailto:wkuepfer@pertheast.ca">wkuepfer@pertheast.ca</a>
The Corporation of the Municipality of West Perth	Attention: CAO Jeff Brick 169 St. David St., P.O. Box 609 Mitchell, ON N0K 1N0 Fax: (519) 348-8935 Phone 519-348-8429 ext 225 Email: <a href="mailto:jbrick@westperth.com">jbrick@westperth.com</a>	Attention: CAO Jeff Brick 169 St. David St., P.O. Box 609 Mitchell, ON N0K 1N0 Fax: (519) 348-8935 Phone 519-348-8429 ext 225 Email: <a href="mailto:jbrick@westperth.com">jbrick@westperth.com</a>
The Corporation of the Town of St Marys	Attention: CAO Brent Kittmer 175 Queen St East, P.O Box 998, St. Mary's, ON. N4X 1B6 Fax 519-284-3881 Phone 519-284-2340 ext 216 Email: <a href="mailto:bkittmer@town.stmarys.on.ca">bkittmer@town.stmarys.on.ca</a>	Attention: Environmental Services Supervisor Dave Blake 408 James Street South, P.O. Box 998, St. Mary's, ON N4X 1B6 Phone: 519-284-2340 ext. 209 Fax: 519-284-0902 Email: <a href="mailto:dblake@town.stmarys.on.ca">dblake@town.stmarys.on.ca</a>
The Corporation of the Municipality of Chatham-Kent	Attention: General Manager, Community Development Bruce McAllister 315 King Street West, P.O. Box 640, Chatham, Ontario, N7M 5K8 Fax 519-436-3204 Phone 519-360-1998 ext. 3042 Email: <a href="mailto:bruce.mcallister@chatham-kent.ca">bruce.mcallister@chatham-kent.ca</a>	Attention: General Manager, Community Development Bruce McAllister 315 King Street West, P.O. Box 640, Chatham, Ontario, N7M 5K8 Fax 519-436-3204 Phone 519-360-1998 ext. 3042 Email: <a href="mailto:bruce.mcallister@chatham-kent.ca">bruce.mcallister@chatham-kent.ca</a>

	Official Administrative Contact	Technical Contact
The Corporation of the Lambton Area Water Supply System on behalf of the Municipalities of Lambton Shores, Plympton-Wyoming, Point Edward and the City of Sarnia	<p>Attention: LAWSS Water System General Manager Clinton Harper 1215 Fort St., Point Edward ON Phone: 519-344-7429 Email: <a href="mailto:Clinton.harper@lawss.org">Clinton.harper@lawss.org</a></p>	<p>Attention: LAWSS Water System General Manager Clinton Harper 1215 Fort St., Point Edward ON Phone: 519-344-7429 Email: <a href="mailto:Clinton.harper@lawss.org">Clinton.harper@lawss.org</a></p>
	<p>Attention: The Village of Point Edward Jim Burns 135 Kendall Street, Point Edward, ON, N7V 4G6 Phone: 519-337-3021 Email: <a href="mailto:jburns@villageofpointedward.com">jburns@villageofpointedward.com</a></p>	<p>Attention: The Village of Point Edward Jim Burns 135 Kendall Street, Point Edward, ON, N7V 4G6 Phone: 519-337-3021 Email: <a href="mailto:jburns@villageofpointedward.com">jburns@villageofpointedward.com</a></p>
	<p>Attention: The Municipality of Lambton Shores Steve McAuley 7883 Amtelecom Parkway Forest, ON N0N 1J0 Phone: 519-243-1400 Email: <a href="mailto:smcauley@lambtonshores.ca">smcauley@lambtonshores.ca</a></p>	<p>Attention: The Municipality of Lambton Shores Steve McAuley 7883 Amtelecom Parkway Forest, ON N0N 1J0 Phone: 519-243-1400 Email: <a href="mailto:smcauley@lambtonshores.ca">smcauley@lambtonshores.ca</a></p>
	<p>Attention: The Town of Plympton-Wyoming Sarah Baldwin 546 Niagara Street, Box 250, Wyoming, On, N0N 1T0 Phone: 519-845-3939 Email: <a href="mailto:sbaldwin@plympton-wyoming.ca">sbaldwin@plympton-wyoming.ca</a></p>	<p>Attention: The Town of Plympton-Wyoming Sarah Baldwin 546 Niagara Street, Box 250, Wyoming, On, N0N 1T0 Phone: 519-845-3939 Email: <a href="mailto:sbaldwin@plympton-wyoming.ca">sbaldwin@plympton-wyoming.ca</a></p>
	<p>Attention: The City of Sarnia David Jackson 255 Christina St. North P.O. Box #3018 Sarnia, ON N7T 7N2 Email: <a href="mailto:david.jackson@sarnia.ca">david.jackson@sarnia.ca</a></p>	<p>Attention: The City of Sarnia David Jackson 255 Christina St. North P.O. Box #3018 Sarnia, ON N7T 7N2 Email: <a href="mailto:david.jackson@sarnia.ca">david.jackson@sarnia.ca</a></p>
The Corporation of St. Clair Township	<p>Attention: St. Clair Township Barry Uitvlugt 1155 Emily Street Mooretown, ON, N0N 1M0 Phone: 519-867-2021 Email: <a href="mailto:buitvlugt@stclairtownship.ca">buitvlugt@stclairtownship.ca</a></p>	<p>Attention: St. Clair Township Barry Uitvlugt 1155 Emily Street Mooretown, ON, N0N 1M0 Phone: 519-867-2021 Email: <a href="mailto:buitvlugt@stclairtownship.ca">buitvlugt@stclairtownship.ca</a></p>

***Schedule C – Joint Risk Management Services Agreement***  
**Reports**

Report	Description	Timing
Source Protection Annual Reporting	<ul style="list-style-type: none"> <li>• Annual Reporting requirements of the CWA and SPP</li> <li>• Individual reports for each municipality</li> </ul>	February 1 <sup>st</sup> each year (as required CWA and SPP)
Municipal Work summary	<ul style="list-style-type: none"> <li>• Summary of work undertaken</li> <li>• Collective summary of the entire program categorized by participating municipality</li> <li>• A summary of information required by the Annual Reporting requirements of the CWA and SPP</li> </ul>	May each year
Program Financial Report	<ul style="list-style-type: none"> <li>• Summary of funding received and program expenditures by program component</li> <li>• Collective summary of the entire program for all participating municipalities</li> </ul>	May each year
Staff or council updates	<ul style="list-style-type: none"> <li>• Other reasonable written or verbal updates requested from time to time</li> </ul>	As requested

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment No. 2 as of the day and year first written above.

**UPPER THAMES RIVER CONSERVATION AUTHORITY**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
General Manager/Secretary-Treasurer Date

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

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Municipal Clerk Date

# PROCUREMENT AWARD

<b>To:</b>	Mayor Stratthdee and Members of Council
<b>Prepared by:</b>	Dave Blake, Environmental Services Supervisor
<b>Date of Meeting:</b>	23 February 2021
<b>Subject:</b>	<b>PW 12-2021 Tender Award for Well Inspection and Maintenance Program</b>

## PROJECT DETAILS

The Town's Well Inspection and Maintenance Program ensures that the water supply wells are routinely inspected and maintained as part of a proactive approach to system maintenance. This program would see one well removed from service each year of the program (3-total years) where the water supply wells and equipment are removed, inspected, repaired, etc. to ensure that the wells and pump system remain in a preventative maintenance state as opposed to a reactive maintenance state, to the extent possible.

## RECOMMENDATION

**THAT** Report PW 12-2021, Tender Award for Well Inspection and Maintenance Program, be received; and,

**THAT** the procurement for the well inspection services be awarded to International Water Supply Ltd. for the procured price of \$63,573.80, inclusive of all taxes; and,

**THAT** Council consider By-Law 18-2021 and authorize the Mayor and the Clerk to sign the associated agreement.

## PROCUREMENT SUMMARY

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

Procurement Information	Details and Results
Procurement Title:	RFQ-PW-02-2021
Tender Closing Date:	Thursday, February 11, 2021
Number of Bids Received:	Two (2)
Successful Proponent:	International Water Supply Ltd.
Approved Project Budget:	\$75,000.00
Cost Result – Successful Bid (Inclusive of HST):	\$63,573.80
Cost Result – Successful Bid (Inc. Net of HST rebate):	\$57,250.18
Project Over-budget (Net of HST)	Not Applicable

The procurement document submitted by International Water Supply 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 International Water Supply Ltd.

## FINANCIAL IMPLICATIONS

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

Well Inspection Program (Account No. 01-9437-6990) [Budgeted]	57,250.18
Total	<b>\$57,250.18</b>

It should be noted that this project is largely an inspection program designed to identify maintenance items before they cause breakdowns. As such, it is anticipated that additional costs will be incurred annually through the program to address items in a pro-active approach. Additional costs are anticipated to be approximately \$20,000.00 per year to be funded through the Water Operations and Maintenance Budget, Accounts 01-4330-5812, 01-4330-5990 and 01-4330-6990, as required.

## 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): 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.

## OTHERS CONSULTED

André Morin, Director of Finance / Treasurer – Town of St. Marys  
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 Supervisor



Jed Kelly  
Director of Public Works

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer



## **ATTACHMENT NO. 1 – BID SUMMARY**

### ***REPORT PW 12-2021 – Tender Award for Well Inspection and Maintenance Program***

PROPONENT	DATE & TIME	TOTAL (\$)
<b>International Water Supply Ltd.</b>	February 9, 2021 2:54 pm	\$63,573.80
<b>Lotowater Technical Services Inc.</b>	February 11, 2021 1:00 pm	\$125,006.25



**BY-LAW 16-2021**

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

**Being a By-law to adopt the 2021 Budget and Tax Levy**

- WHEREAS:** Subsection 290 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that for each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including, (a) amounts sufficient to pay all debts of the municipality falling due within the year; (b) amounts required to be raised for sinking funds or retirement funds; and (c) amounts required for any board, commission or other body.
- AND WHEREAS:** The Council of the Town of St. Marys has prepared an annual budget for the year 2021
- AND WHEREAS:** The Council of the Town of St. Marys held a 2021 budget public meeting on February 9, 2021
- NOW THEREFORE:** The Council of The Corporation of the Town of St. Marys hereby enacts as follows;
1. THAT The Corporation of the Town of St. Marys adopt the sum of \$19,837,840 as detailed in Column 2 of Schedule "A" attached hereto and which forms part hereof as the gross estimate of the funds required during the year 2021 for The Corporation of the Town of St. Marys operating and capital budget.
  2. THAT The Corporation of the Town of St. Marys adopt the capital budget estimates for the year 2021 as presented in Schedule "B".
  3. THAT having duly adopted the gross estimate set out in Schedule "A" and having deducted there from the estimated revenues other than property taxes for the year 2021 the amount of \$7,038,130 as detailed in Column 1 of Schedule "A", Town Council hereby adopts the sum of \$12,799,710 as its estimate of the Property Tax Levy required during the year of 2021 for the Corporation, including the sums required by law to be provided by Town Council for all local boards of the Corporation, excluding school boards.
  4. This By-Law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 23<sup>rd</sup> day of February 2021.**

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Mayor Al Strathee

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Jenna McCartney, Clerk

**BY-LAW 17-2021**

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

**Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario and to authorize the Mayor and Clerk to execute the Agreement.**

- WHEREAS:** The Minister of Transportation is offering a Municipal Transit Enhanced Cleaning program for eligible recipients to support the additional cleaning requirements of municipal transportation providers during the COVID-19 pandemic;
- AND WHEREAS:** The Corporation of the Town of St. Marys is eligible to apply to the Ministry on behalf of the St. Marys and Area Mobility Service as the operator of municipal transportation in St. Marys;
- AND WHEREAS:** A condition of the funding is that The Corporation of the Town of St. Marys must enter into an agreement with the Province of Ontario for the purpose of clarifying and delineating the respective rights and obligations for the delivery of the funding;
- 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 Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario.
  - 2.** That a copy of the said Agreement is attached hereto this By-law, and to affix the corporate seal of The Corporation of the Town of St. Marys.
  - 3.** This by-law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 23<sup>rd</sup> day of February 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 18-2021**

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

**Being a By-law to authorize an Agreement between The Corporation of the Town of St. Marys and International Water Supply Ltd. 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 authorized an operations project for the inspection and maintenance of a well (the "Project") and received a proposal from International Water Supply Ltd. which was subsequently approved by Council on February 23, 2021;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with International Water Supply Ltd. (the "Agreement") for the purpose of clarifying and delineating the respective rights, obligations and of the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
1. That the Agreement between The Corporation of the Town of St. Marys and International Water Supply Ltd., attached hereto as Appendix "A", is hereby authorized and approved.
  2. That the Mayor and 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 23<sup>rd</sup> day of February 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 19-2021**

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

**Being a by-law to exempt from Part Lot Control  
Lot 10, Registered Plan No. 44M-70 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 10, Registered Plan No. 44M-70 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 10 in Registered Plan 44M-70 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 23<sup>rd</sup> day of February 2021.**

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Mayor Al Stratthdee

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Brent Kittmer, CAO / Clerk

**BY-LAW 20-2021**

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

**Being a By-law to authorize the signing of an agreement amendment between The Corporation of the Town of St. Marys and Upper Thames River Conservation Authority.**

- WHEREAS:** The Corporation of the Town of St. Marys is regulated by the Province of Ontario through the *Clean Water Act* to protect existing and future sources of drinking water;
- AND WHEREAS:** The Corporation of the Town of St. Marys originally entered into an agreement with the Upper Thames River Conservation Authority by by-law 35-15 in 2015 to retain the services of the Upper Thames River Conservation Authority to provide Source Water Protection services (the "Agreement") to ensure the Town met the obligations as set out under the *Clean Water Act*;
- AND WHEREAS:** The Corporation of the Town of St. Marys entered into an agreement amendment with the Upper Thames River Conservation Authority by by-law 48 of 2017 to extend the service period of the Agreement;
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement amendment for the purpose of extending the service period until December 31, 2023 with Upper Thames River Conservation Authority;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows;
- 1.** That the Mayor and the Clerk are hereby authorized to execute an Agreement on behalf of The Corporation of the Town of St. Marys between The Corporation of the Town of St. Marys and Upper Thames River Conservation Authority.
  - 2.** That a copy of the said Agreement is attached hereto this By-law, and to affix thereto the corporate seal of The Corporation of the Town of St. Marys.
  - 3.** This By-Law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 23<sup>rd</sup> day of February 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 21-2021**

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

**Being a by-law to exempt from Part Lot Control  
Lot 20, Registered Plan No. 44M-70 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 20, Registered Plan No. 44M-70 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 20 in Registered Plan 44M-70 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, semi-detached 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 23<sup>rd</sup> day of February, 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 22-2021**

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

**Being a By-law to confirm all actions and proceedings of the Council of The Corporation of the Town of St. Marys at its regular meeting held on February 23, 2021.**

**WHEREAS:** The *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents, and its powers shall be exercised by by-law;

**AND WHEREAS:** The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

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

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 23<sup>rd</sup> day of February 2021 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
2. This by-law comes into force on the final passing thereof.

**Read a first, second and third time and finally passed this 23<sup>rd</sup> day of February 2021.**

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Mayor Al Stratheedee

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Jenna McCartney, Clerk