



## **AGENDA**

### **Regular Council Meeting**

August 24, 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 August 24, 2021 regular Council meeting agenda be accepted as presented.

4. **PUBLIC INPUT PERIOD**

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

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

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

**5.1. Moms Stop the Harm re: International Overdose Awareness Day Proclamation for August 31, 2021**

12

**RECOMMENDATION**

**THAT** the delegation from Moms Stop the Harm regarding International Overdose Awareness Day proclamation for August 31, 2021 be received.

**RECOMMENDATION**

**WHEREAS**, the Town of St. Marys affirms and acknowledges the harm and hardship caused by drug overdoses; and

**WHEREAS**, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdoses and ending substance use related stigma, harms and deaths; and

**WHEREAS**, we resolve to play our part in reducing the toll of overdoses in our community, which claimed the lives of 8 loved ones in 2020, with countless more affected forever; and

**WHEREAS**, we affirm that the people affected by overdoses are our sons and daughters, our mothers and fathers, our brothers and sisters, our friends and neighbours, and that they are deserving of our love, compassion and support; and

**THEREFORE**, the Town of St. Marys hereby proclaims August 31st, 2021 as Overdose Awareness Day in St. Marys.

**6. ACCEPTANCE OF MINUTES**

**6.1. Regular Council - July 27, 2021**

13

**RECOMMENDATION**

**THAT** the July 27, 2021 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**7. CORRESPONDENCE**

**7.1. CN re: Rail Safety Week 2021**

28

**RECOMMENDATION**

**THAT** Rail Safety Week is to be held across Canada from September 20 to 26, 2021;

**THAT** it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens;

**THAT** Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

**THAT** CN has requested Town Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality; and

**THAT** it is hereby resolved to support national Rail Safety Week to be held from September 20 to 26, 2021.

**7.2. Perth County Federation of Agriculture re: Opposition to Municipal Zoning Orders**

29

**RECOMMENDATION**

**THAT** the correspondence from the Perth County Federation of Agriculture regarding opposition to municipal zoning orders be received.

**7.3. Ontario Land Tribunals re: Notice of Withdrawal for PL200481 Appeal of 665 James Street North**

31

**RECOMMENDATION**

**THAT** the correspondence from Ontario Land Tribunals regarding the notice to withdrawal for PL200481 Appeal of 665 James Street North be received.

**RECOMMENDATION**

**THAT** the correspondence from the St. Marys Terry Fox Run organizers be received.

**RECOMMENDATION**

**WHEREAS**, On April 12, 1980, Terry Fox undertook his Marathon of Hope, moved by his experience in the cancer ward where a few children had given up on the hope of a cure; and

**WHEREAS**, the Province of Ontario now observes the second Sunday after Labour Day as Terry Fox Day; and

**WHEREAS**, 2021 is the 41<sup>st</sup> Anniversary of The Terry Fox Run for Cancer research that has raised more the \$850 Million, across Canada, and in over 50 countries throughout the world; and

**WHEREAS**, As Terry said, "I want to set an example that will never be forgotten. It's got to keep going without me."; and

**WHEREAS**, the Terry Fox Run is inspired by a dream, grounded in tradition and entirely volunteer driven, with events held annually around the world; and

**WHEREAS**, The Terry Fox Run will take place on Sunday, September 19, 2021 in a virtual format: "One Day. Your Way." This event gives our St. Marys Community an opportunity to get involved in the efforts to find a cure for cancer, a disease whose devastating effects have been felt by so many people. As Terry said, "The answer is to try and help others."; and

**THEREFORE**, Council for The Corporation of the Town of St. Marys, does hereby proclaim the week of **September 13 to September 19, 2021** as "**Terry Fox Week**" in the Town of St. Marys and encourage citizens to take note of this special week and to participate in the Terry Fox Run for Cancer Research on Sunday, September 19, 2021.

Information related to this correspondence has been provided in staff report FD 12-2021 under agenda item 8.5.

## **RECOMMENDATION**

**THAT** the correspondence from Marlene Poirier regarding the open air burn by-law be received.

## **8. STAFF REPORTS**

### **8.1. Administration**

#### **8.1.1. ADMIN 34-2021 August Monthly Report (Administration) 35**

##### **RECOMMENDATION**

**THAT** ADMIN 24-2021 August Monthly Report (Administration) be received for information.

#### **8.1.2. ADMIN 35-2021 Return to In-person Meetings 40**

##### **RECOMMENDATION**

**THAT** ADMIN 35-2021 Return to In-Person Meetings report be received;

**THAT** Council resumes in-person meetings on September 14, 2021;

**THAT** Committees of Council continue to be held virtually;

**THAT** statutory public meetings continue to be held virtually;  
and

**THAT** all meetings of Council and committees of Council continue to be live streamed.

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

#### **8.2.1. DEV 37-2021 August Monthly Report (Building & Development) 46**

##### **RECOMMENDATION**

**THAT** DEV 37-2021 August Monthly Report (Building & Development) be received for information.

### **8.2.2. DEV 38-2021 Official Plan Review Project Update**

49

#### **RECOMMENDATION**

**THAT** DEV 38-2020 Official Plan Review Project Update report be received;

**THAT** Staff be directed to proceed with the statutory (virtual) open house to update the community and seek comments and input on the draft Official Plan in accordance with the *Planning Act* following consultation with affected landowners as outlined in this report;

**THAT** Staff be directed to establish an intensification and redevelopment target of 20 percent for new residential development; and,

**THAT** Staff be directed to implement the proposed settlement area expansions as outlined in this report.

### **8.3. Community Services**

#### **8.3.1. DCS 27-2021 August Monthly Report (Community Services)**

72

#### **RECOMMENDATION**

**THAT** DCS 27-2021 August Monthly Report (Community Services) be received for information.

### **8.4. Corporate Services**

#### **8.4.1. COR 30-2021 August Monthly Report (Corporate Services)**

76

#### **RECOMMENDATION**

**THAT** COR 30-2021 August Monthly Report (Corporate Services) be received for information.

#### **8.4.2. COR 31-2021 Transfer Payment Agreement – ICIP COVID**

80

#### **RECOMMENDATION**

**THAT** COR 31-2021 Transfer Payment Agreement – ICIP COVID report be received; and

**THAT** Council consider By-law 74-2021 authorizing the Mayor and Clerk to sign the Transfer Payment Agreement for ICIP COVID funding.

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

### **8.5.1. FD 12-2021 August Monthly Report (Emergency Services) 139**

#### **RECOMMENDATION**

**THAT** FD 12-2021 August Monthly Report (Emergency Services) be received for information.

### **8.5.2. FD 10-2021 Proposed Capital Purchase of an Enclosed Cab Pumper Apparatus 142**

#### **RECOMMENDATION**

**THAT** FD 10-2021 Proposed Capital Purchase of an Enclosed Cab Pumper Apparatus report be received; and

**THAT** Council provides approval to the Director of Emergency Services/Fire Chief to begin the process of procuring a new Enclosed Cab, Triple Combination Pumper Apparatus.

## **8.6. Human Resources**

### **8.6.1. HR 13-2021 August Monthly Report (Human Resources) 151**

#### **RECOMMENDATION**

**THAT** HR 13-2021 August Monthly Report (Human Resources) be received for information.

## **8.7. Public Works**

### **8.7.1. PW 61-2021 August Monthly Report (Public Works) 153**

#### **RECOMMENDATION**

**THAT** PW 61-2021 August Monthly Report (Public Works) be received for information.

**8.7.2. PW 62-2021 Green Initiative Awareness Program**

155

**RECOMMENDATION**

**THAT** PW 62-2021 Green Initiative Awareness Program report be received;

**THAT** Council approves the Green Initiative Awareness Program Framework;

**THAT** the first Call for Submission be scheduled for February of 2022; and,

**THAT** Council delegates authority to the Green Committee, its designate as it relates to Council's responsibilities outlined in the Green Initiative Awareness Program.

**8.7.3. PW 54-2021 Booster Station Assessment**

162

**RECOMMENDATION**

**THAT** report PW 54-2021, Booster Station Assessment be received; and

**THAT** Council approves sourcing a Capital and Future Needs Assessment of the Booster Pumping Station to B.M. Ross and Associates Limited for the amount of \$17,750.00, excluding HST; and,

**THAT** Council authorizes an unbudgeted amount of \$17,750.00 + HST to be funded through existing water reserves; and,

**THAT** Council authorizes the Chief Administrative Officer to sign the associated Agreement.



**RECOMMENDATION**

**THAT** report PW 55-2021, Cross Border Utility Servicing, be received; and

**THAT** Council direct staff to develop a Cross Border Utility Servicing Agreement with the Municipality of Perth South and the County of Perth; and,

**THAT** the Town will **(permit)** OR **(no longer permit)** new private requests for cross border utility servicing; and

**THAT** staff be directed to develop and report back with a formal policy regarding cross border utility servicing for Council's consideration

**9. COUNCILLOR REPORTS**

**9.1. Operational and Board Reports**

**RECOMMENDATION**

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

**9.1.1. Bluewater Recycling Association - Coun. Craigmile**

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

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

173

June 17, 2021 Minutes (draft)

**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 177  
July 12, 2021 Minutes (draft)
- 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 181  
August 9, 2021 Minutes
- 9.2.9. Huron Perth Healthcare Local Advisory Committee - Coun.  
Luna
- 9.2.10. Museum Advisory Committee - Coun. Hainer 184  
August 11, 2021 Minutes
- 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**

**11. NOTICES OF MOTION**

Two Notices of Motion from Councillor Hainer to be considered at the September 14, 2021 Council meeting

**12. BY-LAWS**

**RECOMMENDATION**

**THAT** By-Laws 74-2021 and 75-2021 be read a first, second and third time; and be finally passed by Council, and signed and sealed by the Mayor and the Clerk.

**12.1. By-Law 74-2021 Agreement with Ministry of Infrastructure for ICIP** 187

**12.2. By-Law 75-2021 Repeal By-Law 51-2021 Appointment of MLEO** 188

**13. UPCOMING MEETINGS**

\*All meetings of Council to be live streamed until further notice.

September 14, 2021 - 6:00 pm, Regular Council

September 21, 2021 - 9:00 am, Strategic Priorities Committee

September 28, 2021 - 6:00 pm, Regular Council

**14. CONFIRMATORY BY-LAW** 189

**RECOMMENDATION**

**THAT** By-Law 76-2021, being a by-law to confirm the proceedings of August 24, 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.

**15. ADJOURNMENT**

**RECOMMENDATION**

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

**PROCLAMATION for International Overdose Awareness Day August 31, 2021**

WHEREAS, the Town of St. Marys affirms and acknowledges the harm and hardship caused by drug overdoses; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdoses and ending substance use related stigma, harms and deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdoses in our community, which claimed the lives of 8 loved ones in 2020, with countless more affected forever; and

WHEREAS, we affirm that the people affected by overdoses are our sons and daughters, our mothers and fathers, our brothers and sisters, our friends and neighbours, and that they are deserving of our love, compassion and support;

THEREFORE, the Town of St. Marys hereby proclaims August 31st, 2021 as Overdose Awareness Day in St. Marys.

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Al Stratthdee, Mayor



## **MINUTES Regular Council**

July 27, 2021

6:00pm

Town Hall, Council Chambers

Council Present: Mayor Strathdee (in-person)  
Councillor Craigmile (video conference)  
Councillor Edney (video conference) arrived at 6:08 pm  
Councillor Hainer (video conference)  
Councillor Luna (video conference)  
Councillor Pridham (video conference)  
Councillor Winter (in-person)

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

**Conference Line**  
Andy Anderson, Director of Emergency Services / Fire Chief  
Grant Brouwer, Director of Building and Development  
Stephanie Ische, Director of Community Services  
Jed Kelly, Director of Public Works  
André Morin, Director of Corporate Services / Treasurer  
Mark Stone, Planner  
Jeff Wolfe, Asset Management Specialist

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

Mayor Strathdee called the meeting to order at 6:04 pm.

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

None.

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

#### **Resolution 2021-07-27-01**

**Moved By** Councillor Winter

**Seconded By** Councillor Pridham

**THAT** the July 27, 2021 regular Council meeting agenda be accepted as presented.

**CARRIED**

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

In advance of the meeting, Frank Doyle of St. Marys Independent provided the following questions.

1. Has the Town issued health restrictions for yard sales, if there are any?
2. Has Council considered opening the arena for the summer as other municipalities are doing. Tavistock, for example are completely booked out.
3. For recorded votes, should not who voted for or against be recorded in the minutes, such as the Indigenous vote at the last Council meeting?

In response to question 1, Jenna McCartney stated that the Town does not have restrictions on yard sales for 2021 at this time. There were restrictions put in place in 2020 which were lifted by August 2020.

In response to question 2, Brent Kittmer stated that staff have been discussing summer ice needs with local users to determine if the need meets the Town's threshold for installation of ice. At this time, the need does not meet the threshold so staff, unless hearing differently from ice users about needs, will begin installation of ice by the end of August for one ice pad with the second ice pad to follow by mid-September.

In response to question 3, Ms. McCartney stated that the tally for recorded votes should be included within all minutes of Council. The minutes from the regular Council meeting on June 22, 2021 will be amended to reflect the recorded vote prior to the Mayor and Clerk signing.

Councillor Edney joined the meeting at 6:08 pm.

In advance of the meeting, correspondence about the addition of sidewalk on the east side of Huron Street South, between Elgin St. and Rogers Ave. was received from Robert and Lori Linton, Brian and Deb Martin, Betty and Roy Marshall, and Wendy and Ken Duncan, all residing in St. Marys.

The correspondence includes the following highlights:

- Request that Council reconsider the decision about installing a sidewalk on Huron Street South between Eglin Street and Rogers Avenue.

- Consider installing sidewalk on Huron Street South from Queen Street to Rogers Avenue to improve connectivity.
- By installing the proposed length of new sidewalk, it will improve safety of pedestrians travelling to and from the school zone area (at DCVI).
- If the sidewalk is installed as the Town has planned, along the east side of Huron Street, it will create a boulevard on private properties which reduce parking options for property owners. A curb-faced sidewalk along the west side of Huron Street would be less of an issue.
- Has the Town considered the costs of this new installation weighed against the opportunity to repair or replace other sidewalks in Town.
- If the Town wishes to remove the 4-way stop at Elgin Street and Huron Street, it is believed that a hazard for pedestrians and vehicles will be created.
- Seeking clarification on the Town's tree policy regarding replacement ratio.
- If the Town continues with the installation of the sidewalk project, would taxpayers have an opportunity to provide input on curb-facing sidewalk versus boulevard style?

Council will take this correspondence into consideration during agenda item 8.7.1, Public Works Monthly Report.

In advance of the meeting correspondence was provided on behalf of the St. Marys Pickleball Association. The correspondence provided the following highlights:

- Pickleball is the number one growing sport in North America, not just for seniors, but for young people as well.
- Since the reopening started in our province, our membership has grown significantly.
- Currently have two club nights at two existing courts. Despite limiting our game times, the wait to get on a court is very long.
- Temporary solution of taping 4 courts onto existing 2 courts and bringing own removable nets at an approximate cost of \$100 per month.
- Permanent solution is to paint lines on all courts.

Council will take this correspondence into consideration during agenda item 7.6, St. Marys Pickleball Association regarding request to paint additional pickleball courts at the tennis and pickleball facility.

Councillor Edney confirmed he had no declaration of pecuniary interest to provide for tonight's meeting.

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

### **5.1 #Strong As Stone Nominees**

Council acknowledged the following #StrongAsStone nominees and thanked them for their contribution to the community:

- Matt Brenner
- Don Pike

## **6. ACCEPTANCE OF MINUTES**

### **6.1 Regular Council - June 22, 2021**

#### **Resolution 2021-07-27-02**

**Moved By** Councillor Hainer

**Seconded By** Councillor Luna

**THAT** the June 22, 2021 regular Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

### **6.2 Special Council - June 29, 2021**

#### **Resolution 2021-07-27-03**

**Moved By** Councillor Edney

**Seconded By** Councillor Hainer

**THAT** the June 29, 2021 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

### **6.3 Special Council - July 20, 2021**

#### **Resolution 2021-07-27-04**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile



**THAT** the July 20, 2021 special Council meeting minutes be approved by Council and signed and sealed by the Mayor and the Clerk.

**CARRIED**

**7. CORRESPONDENCE**

**7.1 Ministry of Municipal Affairs and Housing re: Municipal Modernization Program Funding for Town of St. Marys Projects**

**Resolution 2021-07-27-05**

**Moved By** Councillor Winter

**Seconded By** Councillor Pridham

**THAT** the correspondence from the Ministry of Municipal Affairs and Housing regarding the municipal modernization program funding for Town of St. Marys projects be received.

**CARRIED**

**7.2 Ministry of Municipal Affairs and Housing re: Municipal Modernization Program funding for the Perth County Municipalities Joint Road Maintenance Modernization Project**

**Resolution 2021-07-27-06**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** the correspondence from the Ministry of Municipal Affairs and Housing regarding the municipal modernization program funding for the Perth County Municipalities Joint Road Maintenance Modernization project be received.

**CARRIED**

**7.3 St. Marys Business Improvement Area re: Request for Increased Surveillance and Patrol in the Downtown Core**

**Resolution 2021-07-27-07**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** the correspondence from St. Marys Business Improvement Area regarding a request for increased surveillance and patrol by police in the downtown be received; and

**THAT** the correspondence be forwarded to the Community Policing Advisory Committee for consideration.

**CARRIED**

**7.4 Wilson Court Residents re: Request to Amend Town Zoning By-Law and Establish a By-Law to Regulate Trees on Private Property**

**Resolution 2021-07-27-08**

**Moved By** Councillor Pridham

**Seconded By** Councillor Luna

**THAT** the correspondence from residents of Wilson Court regarding an amendment to the Town's Zoning By-law be received; and

**THAT** staff report back on the process, timelines, and implications of amending the Town Zoning By-Law to include buffering for residential zones, including the R3-16 zone; and

**THAT** staff report back on the Town's tree management policies for private and public property.

**CARRIED**

**7.5 St. Marys Minor Ringette Association re: Request to Reduce Ice User Fees**

**Resolution 2021-07-27-09**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** the correspondence from the St. Marys Minor Ringette Association requesting reduced user fees be received.

**CARRIED**

**7.6 St. Marys Pickleball Association re: Request to Paint Additional Pickleball Courts at the Tennis/Pickleball Facility**

**Resolution 2021-07-27-10**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Hainer

**THAT** the correspondence from the St. Marys Pickleball Association requesting painting of additional courts be received and referred to staff to report back as part of the 2022 Budget deliberations.

**CARRIED**

## **8. STAFF REPORTS**

### **8.1 Administration**

#### **8.1.1 ADMIN 31-2021 July Monthly Report (Administration)**

Brent Kittmer and Jenna McCartney presented ADMIN 31-2021 report.

**Resolution 2021-07-27-11**

**Moved By** Councillor Pridham

**Seconded By** Councillor Edney

**THAT** ADMIN 31-2021 July Monthly Report (Administration) be received for information.

**CARRIED**

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

#### **8.2.1 DEV 35-2021 July Monthly Report (Building & Development)**

Grant Brouwer presented DEV 35-2021 report.

**Resolution 2021-07-27-12**

**Moved By** Councillor Luna

**Seconded By** Councillor Winter

**THAT** DEV 35-2021 July Monthly Report (Building & Development) be received for information.

**CARRIED**

#### **8.2.2 DEV 34-2021 Sole Source Award for Planning Services to MLS Planning Consulting**

Grant Brouwer presented DEV 34-2021 report.

**Resolution 2021-07-27-13**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Hainer

**THAT** DEV 34-2021 Sole Source Award for Planning Services to MLS Planning Consulting be received;

**THAT** Council approves a two-year contract with with MLS Planning Consulting, with an option for a possible extension of two years, as per Attachment A: "Proposal for Continuation of Planning Consulting Services for the Town of St. Marys"; and

**THAT** Council consider By-Law 70-2021 authorizing the Mayor and the Clerk to sign the associated contract extension agreement with MLS Planning Consulting.

**CARRIED**

### **8.2.3 DEV 36-2021 St. Marys Community Improvement Plan**

Grant Brouwer presented DEV 36-2021 report.

#### **Resolution 2021-07-27-14**

**Moved By** Councillor Pridham

**Seconded By** Councillor Edney

**THAT** DEV 36-2021 St. Marys Community Improvement Plan be received; and

**THAT** Council consider By-law 68-2021 to establish a Community Improvement Project Area for the Town of St. Marys Community Improvement Plan; and,

**THAT** Council consider By-law 69-2021 to adopt the Community Improvement Plan for the Town of St. Marys.

**CARRIED**

## **8.3 Community Services**

### **8.3.1 DCS 24-2021 July Monthly Report (Community Services)**

Stephanie Ische presented DCS 24-2021 report.

#### **Resolution 2021-07-27-15**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Luna

**THAT** DCS 24-2021 July Monthly Report (Community Services) be received for information.

**CARRIED**

#### **8.4 Corporate Services**

##### **8.4.1 COR 27-2021 July Monthly Report (Corporate Services)**

André Morin presented COR 27-2021 report.

**Resolution 2021-07-27-16**

**Moved By** Councillor Winter

**Seconded By** Councillor Hainer

**THAT** COR 27-201 July Monthly Report (Corporate Services) be received for information.

**CARRIED**

##### **8.4.2 COR 28-2021 Municipal Insurance Renewal**

André Morin presented COR 28-2021 report.

**Resolution 2021-07-27-17**

**Moved By** Councillor Hainer

**Seconded By** Councillor Craigmile

**THAT** COR 28-2021 Municipal Insurance Renewal report be received; and

**THAT** the Town of St. Marys renew its 2021 insurance contract with Intact Public Entities for the term June 30, 2021 – June 30, 2022; and

**THAT** Council consider By-Law 71-2021 authorizing the Mayor and the Clerk to sign the associated renewal documents with Intact Public Entities.

**CARRIED**

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

##### **8.5.1 FD 11-2021 July Monthly Report (Emergency Services)**

Fire Chief Anderson presented FD 11-2021 report.

**Resolution 2021-07-27-18**

**Moved By** Councillor Winter

**Seconded By** Councillor Edney

**THAT** FD 11-2021 July Monthly Report (Emergency Services) be received for information.

**CARRIED**

## **8.6 Human Resources**

### **8.6.1 HR 11-2021 July Monthly Report (Human Resources)**

Brent Kittmer presented HR 11-2021 report.

**Resolution 2021-07-27-19**

**Moved By** Councillor Luna

**Seconded By** Councillor Craigmile

**THAT** HR 11-2021 July Monthly Report (Human Resources) be received for information.

**CARRIED**

## **8.7 Public Works**

### **8.7.1 PW 52-2021 July Monthly Report (Public Works)**

Jed Kelly presented PW 52-2021 report.

**Resolution 2021-07-27-20**

**Moved By** Councillor Craigmile

**Seconded By** Councillor Hainer

**THAT** the 2021 sidewalk project on Huron Street be deferred to a future date; and

**THAT** staff report back to Council on the 2020 Sidewalk Plan to allow for a discussion on priority projects.

**CARRIED**

**Resolution 2021-07-27-21**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** PW 52-2021 July Monthly Report (Public Works) be received for information.

**CARRIED**

### **8.7.2 PW 50-2021 Service Club Sign Application - Inner Wheel Club of St. Marys**

Jed Kelly presented PW 50-2021 report.

#### **Resolution 2021-07-27-22**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** PW 50-2021 Service Club Sign Application – Inner Wheel Club of St. Marys report be received;

**THAT** Council approves the Inner Wheel Club of St. Marys' application to install a logo sign on each of the Service Club Sign Structures; and

**THAT** the Town no longer accept Application the Service Club Sign Structures unless there is vacancy.

**CARRIED**

### **8.7.3 PW 53-2021 Award for RFT-PW-09-2021 Supply, Installation and Maintenance of Town Flower Program**

Jed Kelly presented PW 53-2021 report.

#### **Resolution 2021-07-27-23**

**Moved By** Councillor Pridham

**Seconded By** Councillor Craigmile

**THAT** PW 53-2021 Award for RFT-PW-09-2021 Supply, Installation and Maintenance of Town Flower Program be received; and

**THAT** the procurement for RFT-PW-09-2021 be awarded St. Marys Landscaping Ltd. for the approximate price of \$336,529.82, inclusive of all taxes and contingencies; and

**THAT** Council consider By-Law 72-2021 authorizing the Mayor and the Clerk to sign the associated agreement with St. Marys Landscaping Ltd.

**CARRIED**

## **9. COUNCILLOR REPORTS**

### **9.1 Operational and Board Reports**

Each member of Council provided a highlight of recent meetings of Committees and Boards.

**Resolution 2021-07-27-24**

**Moved By** Councillor Winter

**Seconded By** Councillor Edney

**THAT** Council recommends to the Stratford Police Service Board that the Community Equity Action Team be expanded to include the Town of St. Marys as a contributing member.

**CARRIED**

**Resolution 2021-07-27-25**

**Moved By** Councillor Hainer

**Seconded By** Councillor Craigmile

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

**CARRIED**

**9.1.1 Bluewater Recycling Association - Coun. Craigmile**

**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**

**9.2.6.1 Community Equity Action Team**

**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**

**11.1 Councillor Hainer re: Weir Fountain and Painting of Crosswalks**

Councillor Hainer provided an overview of the notice of motions.

In light of Councillor Hainer's advanced notice of her absence on August 24, 2021, the notices of motion will be referred to the September 14, 2021 regular Council agenda.

**12. BY-LAWS**

**Resolution 2021-07-27-26**

**Moved By** Councillor Pridham

**Seconded By** Councillor Winter

**THAT** By-Laws 68-2021, 69-2021, 70-2021, 71-2021 and 72-2021 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 68-2021 Community Improvement Plan Area Designation**

**12.2 By-Law 69-2021 Adopt a Community Improvement Plan**

**12.3 By-Law 70-2021 Agreement with MLS Planning Consulting**

**12.4 By-Law 71-2021 Agreement with Intact Public Entities**

**12.5 By-Law 72-2021 Agreement with St. Marys Landscaping Ltd.**

**13. UPCOMING MEETINGS**

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

Councillor Hainer departed the meeting at 8:34 pm.

Council took a brief recess at 8:34 pm.

Mayor Strathdee called the meeting back to order at 8:41 pm.

**14. CLOSED SESSION**

**Resolution 2021-07-27-27**

**Moved By** Councillor Luna

**Seconded By** Councillor Edney

**THAT** Council move into a session that is closed to the public at 8:42 pm to consider closed session agenda items 14.1, 14.2 and 14.3 as authorized under the *Municipal Act*, Section 239(2)(k) *a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality*; and Section 239(2)(a) *the security of the property of the municipality*.

**CARRIED**

**14.1 Minutes CLOSED SESSION**

**14.2 COR 29-2021 CONFIDENTIAL Cyber Security Update**

**14.3 ADMIN 32-2021 CONFIDENTIAL Update on 665 James Street North  
LPAT Appeal**

**15. RISE AND REPORT**

**Resolution 2021-07-27-28**

**Moved By** Councillor Luna

**Seconded By** Councillor Pridham

**THAT** Council rise from a closed session at 9:23 pm.

**CARRIED**

Mayor Strathdee reported that a closed session was held regarding two matters. With respect to the LPAT matter, staff received instructions to be forwarded to the Town solicitor.

There is nothing else to report at this time.

**16. CONFIRMATORY BY-LAW**

**Resolution 2021-07-27-29**

**Moved By** Councillor Edney

**Seconded By** Councillor Craigmile

**THAT** By-Law 73-2021, being a by-law to confirm the proceedings of the July 27, 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 2021-07-27-30**

**Moved By** Councillor Luna

**Seconded By** Councillor Pridham

**THAT** this regular meeting of Council adjourns at 9:24 pm.

**CARRIED**

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Al Strathdee, Mayor

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Jenna McCartney, Clerk

**From:** Stephen Covey  
**Sent:** Tuesday, June 15, 2021 3:30 PM  
**To:** Al Strathdee <[astrathdee@town.stmarys.on.ca](mailto:astrathdee@town.stmarys.on.ca)>  
**Cc:** Brent Kittmer <[bkittmer@town.stmarys.on.ca](mailto:bkittmer@town.stmarys.on.ca)>  
**Subject:** Rail Safety Week 2021 | Proclamation request



[cn.ca](http://cn.ca)

Dear Mayor Strathdee:

Every year, more than 2,100 North Americans are killed or seriously injured because of unsafe behaviour around tracks and trains. Most of these incidents and deaths are preventable. By looking out for each other and working together, we can help keep our communities safe and prevent fatalities and injuries on or near railway property.

As a responsible railroad that links communities to markets around the world, CN continues to play its essential role in the economy. We also continue to take all necessary steps to protect our employees, communities, customers, vendors and partners, in response to the continued and unprecedented challenges associated with the pandemic. As we safely serve our customers and keep the economy moving, we remain committed in our efforts to educate the public on rail safety.

Rail Safety Week will be held in Canada, the United States, and Mexico from September 20 - 26, 2021. Once again this year, our in-person activities may be restricted, yet efforts to get the rail safety message out will be stronger than ever. Rail safety never takes a break and, as proud neighbours, we continue to work with *Operation Lifesaver*, our communities and local authorities, CN Police Service officers and all CN employees to help prevent accidents and injuries at rail crossings, and ensure everyone's safety on and around railroad infrastructure year-round.

### **Rail Safety is a shared responsibility**

No one wants such tragedies to occur in their community. Your council can be a powerful ally in this effort to prevent these incidents and save lives by adopting the attached draft proclamation. Please send a copy of your proclamation by mail or by e-mail to [Marie-Pier.Triganne@cn.ca](mailto:Marie-Pier.Triganne@cn.ca) and let us know about your plans to promote rail safety in your community.

If you have any questions or concerns about rail safety in your community, please contact our Public Inquiry Line at 1-888-888-5909. For additional information about Rail Safety Week 2021, please consult [cn.ca/railsafety](http://cn.ca/railsafety) or [operationlifesaver.ca](http://operationlifesaver.ca).

Sincerely,

Stephen Covey  
Chief of Police and Chief Security Officer





Sent via email to Clerks/CAOs; L. Wolfe, K. Snell, R. Clothier, T. Campbell, J. Brick, B. Kittmer, J. Thomson and T. Dafoe for distribution.

July 30, 2021

To the Warden and Councillors of Perth County, all Mayors & Councillors of North Perth, Perth South, Perth East, West Perth, the town of St. Marys and the city of Stratford:

Dear Warden, Mayors and Councillors.

The Perth County Federation of Agriculture (PCFA) represents the unique farming interests of Perth County farmers. After 75 years, we are proud to represent over 1,800 farming families in Perth County.

PCFA believes the protection of prime agricultural land for agricultural use is of paramount importance. As of 2016, Census data indicates that the county of Perth contains 518,023 Acres of farmland, over 4% of the farmland in Ontario.

With boundaries adjacent to the Greater Golden Horseshoe, Perth County agriculture is being exposed to development 'leapfrogging' over the Green Belt. This is also true of boundaries inside Perth County.

PCFA must express its strong opposition to the use of Municipal Zoning Orders (MZOs) by municipalities with robust planning systems, Official Plans and Zoning By-laws. With an Official Plan the County of Perth has been in the process of updating, we have a structure that should be used. The use of MZO's undermines Ontario's long-established system of land use planning under the Planning Act, the Provincial Policy Statement (PPS) and municipal Official Plans and Zoning By-laws.

Ontario has a well-established system for amending municipal Official Plans and Zoning By-laws to accommodate population and employment growth, *including a system for appeals*. The issuance of MZOs, short circuits these long-established planning principles and policies. It deprives citizens impacted by these MZOs the ability to be consulted on proposed amendments to municipal Official Plans and Zoning By-laws.

As an example, PCFA has calculated that 1540 acres of farmland have been lost to just the city of Stratford in the last 20 years.



Agricultural Impact Assessments (AIAs) are referenced in A Place to Grow: Growth Plan for the Greater Golden Horseshoe (GGH), the Greenbelt Plan and the Provincial Policy Statement, as studies *“that evaluate the potential impacts of non-agricultural development on agricultural operations and the Agricultural System and recommends ways to avoid, or if avoidance is not possible, minimize and mitigate adverse effects”*.

We remind our municipalities that without fulsome and aggressive planning designed to preserve farmland above all; we will fail in this important task for the future. This County will have to do much better to save our Class 1 farmland from further assault.

The Official Plan, crafted by the combined citizen input of Perth County, must be taken seriously. We are concerned if our Municipalities discount the issues expressed to them by PCFA and the application of their own Official Plan. Without these partners at the table where does this leave the preservation of farmland in Perth County? Perth County, its lower tier members, and the cities of Stratford and St. Marys must prioritize the saving of agricultural land during planning.

The use of MZO's to change land from agriculture to non-agriculture is against the policy of PCFA. The protection of agricultural lands is important to all the citizens of Perth County.

Sincerely,

Sara Wood, President  
Perth County Federation of Agriculture

cc: Peggy Brekveld, President, Ontario Federation of Agriculture  
Randy Pettapiece - MPP Perth Wellington

## Ontario Land Tribunals

### Local Planning Appeal Tribunal

655 Bay Street, Suite 1500  
Toronto ON M5G 1E5  
Telephone: (416) 212-6349  
Toll Free: 1-866-448-2248  
Website: [www.olt.gov.on.ca](http://www.olt.gov.on.ca)

## Tribunaux de l'aménagement du territoire Ontario

### Tribunal d'appel de l'aménagement local

655 rue Bay, suite 1500  
Toronto ON M5G 1E5  
Téléphone: (416) 212-6349  
Sans Frais: 1-866-448-2248  
Site Web: [www.olt.gov.on.ca](http://www.olt.gov.on.ca)



August 12, 2021

Via Email: [jmccartney@town.stmarys.on.ca](mailto:jmccartney@town.stmarys.on.ca)

The Clerk  
Town of St. Marys  
175 Queen Street East, PO Box 998  
St. Marys, ON, N4X 1B6

Subject:	Case Number:	PL200481
	File Number:	PL200481
	Related File Number(s):	PL200482
	Municipality:	St. Marys
	Official Plan Number:	OP02-2019
	Property Location:	665 James Street North
	Applicant(s):	Randy Warkentin
	Appellant(s):	Larry Hughes

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Subsection 17(30) of the *Planning Act* provides;

(30) If all appeals under subsection (24) in respect of all or part of the decision of council are withdrawn and the time for filing appeals has expired, the Tribunal shall notify the clerk of the municipality that made the decision and,

(a) the decision or the part of the decision that was the subject of an appeal is final; and

(b) the plan or part of the plan that was adopted and in respect of which all appeals have been withdrawn comes into effect as an official plan or part of an official plan on the day the last outstanding appeal has been withdrawn.

I am writing to advise that the appeal by Larry Hughes was withdrawn by letter dated August 12, 2021.

There are no outstanding appeals in this matter, and our file is closed.

Yours truly,

Becky Fong  
Registrar

c.c.  
Paula Lombardi  
Ken Strong  
Larry Hughes



**From:** Anna Doupe <REDACTED>  
**Sent:** Thursday, August 12, 2021 8:18 AM  
**To:** Clerks Office <[clerksoffice@town.stmarys.on.ca](mailto:clerksoffice@town.stmarys.on.ca)>  
**Subject:** Terry Fox Flag

[EXTERNAL]

Good morning Mayor and St. Marys Town Council Members,

I am one of the Volunteer Organizers of the St. Marys Terry Fox Run. This year due to the pandemic the run is once again being organized as "ONE DAY YOUR WAY". This is to encourage people to sign up and to get out and run, walk, bike, kayak, canoe, paddleboard etc. to raise much needed funds for cancer research. But this year there will be no organized starting of the event to reduce the likelihood of large gatherings and reduce the risk of spread of COVID19. People can sign up and donate online and participate in their chosen way.

We recently purchased a Terry Fox flag. To help promote this year's event on Sunday, September 19<sup>th</sup> it would be wonderful if our flag could be flown at the townhall location.

I would like to ask council if the Terry Fox Flag can be flown at the townhall from September 1 – September 20?

Could this be discussed at the next town council meeting?



#tryliketerry

Thank you,  
Anna Doupe  
Organizer of the St. Marys Terry Fox Run  
Site#1363

**From:** [noreply@town.stmarys.on.ca](mailto:noreply@town.stmarys.on.ca) <[noreply@town.stmarys.on.ca](mailto:noreply@town.stmarys.on.ca)> on behalf of Marlene Poirier  
<REDACTED>

**Sent:** August 16, 2021 10:46 AM

**To:** Al Strathdee <[astrathdee@town.stmarys.on.ca](mailto:astrathdee@town.stmarys.on.ca)>

**Subject:** outdoor fires

[EXTERNAL]

To the Mayor and all Council members:

Our town is growing by leaps and bounds and in the attempt to build more housing, you are reducing the size of the property by constructing semi detached and connected row housing. You need to address the bylaw of outdoor fires and establish parameters as to who can and cannot have a firepit based on the property size. We live in a subdivision of all semi-D homes and when our neighbour has a fire, our house fills with the smoke. There are places (Cambridge) where no fires are allowed. There is also the option of having only propane fires which would be the compromise for all. I am asking you to table this item for discussion at your next meeting.

Thank you,  
regards, Marlene Poirier

# MONTHLY REPORT

<b>To:</b>	<b>Mayor Stratthdee and Members of Council</b>
<b>From:</b>	<b>Administration</b>
<b>Date of Meeting:</b>	<b>24 August 2021</b>
<b>Subject:</b>	<b>ADMIN 34-2021 August Monthly Report (Administration)</b>

## RECOMMENDATION

THAT ADMIN 24-2021 August Monthly Report (Administration) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### COVID 19 Pandemic Response

- On Friday July 16, Huron-Perth moved into Step 3 of the Provincial Roadmap to Reopen. The Town has been operating under its Step 3 plan since that time, with a allow and staggered reopening of amenities. To date, no issues have arisen.
- The Town continues to support the vaccination effort by providing free space and staff support space to HPPH for vaccine clinics.
  - As vaccine uptake has declined over the past few weeks the HPPH has shifted their approach the make vaccines more convenient for the public.
  - The PRC clinics have been shifted to be evening walk-in clinics, with the last confirmed clinics being scheduled for August 18 and September 2.
  - Moving forward, the HPPH is trying several different tactics to being the vaccine to the public. This includes pop-up clinics, drive thru clinics, workplace-based clinics and mobile clinics using a Stratford City bus.
  - Staff have indicated to the HPPH that the PRC remains an available location for pop-up clinics.
- On August 17 the Province announced that vaccine policies will be required by September 7<sup>th</sup> for hospitals and home and community care service providers. This requirement will apply to the Town's home care and health services provided through the Friendship Centre. The Provincial requirements are:
  - Policy to apply to employees, staff, contractors, students and volunteers.
  - The vaccination policy must be effective no later than September 7, 2021, and at a minimum will require these individuals to provide proof of one of three things:
    - Full vaccination against COVID-19;
    - A medical reason for not being vaccinated against COVID-19; or
    - Completion of a COVID-19 vaccination educational session.
  - Individuals who do not provide proof of full vaccination against COVID-19 will be required to undertake regular antigen testing
  - In addition, the Province has indicated that to support the return to school plan, the Ministry of Education intends to introduce a vaccination disclosure policy for all staff in licensed child care settings for the 2021-22 school year, with rapid antigen testing requirements for staff who are not immunized against COVID-19. Once more details are

available, a policy will need to be developed for the St. Marys Early Learning Services Staff.

## Strategic Planning and Projects

- Community Transportation Project:
  - Advertising update
    - Have transitioned to active marketing of the project via radio advertisements and social media.
  - Program extension update:
    - Stratford Project:
      - \$611,000 received from the Province to extend to 2023-25.
      - City of Stratford has secured a delegation with MTO at AMO on August 16 to ask why this project received less than its proportionate share of funding.
      - Voyago has confirmed the price of service will increase if the project extends to 2025
      - MTO will send a revised TPA soon to reflect the extension.
    - Perth County Project:
      - \$858,713.68 received from the Province to extend to 2023-25.
      - The extension will require an increase in ridership revenue in order to continue to operate the service at cost recovery. \$27,000 in additional fare revenue will be needed each year to break even.
      - MTO will send a revised TPA soon to reflect the extension.
  - Ridership update:
    - Ridership has increased with the relaxed public health rules in Step 3 and with the transition to active marketing of the project:

PC Connect 2020-2021 Ridership Report					
Month	Route 1: KW to Listowel	Route 2: KW to St.Marys	Route 3: London to Stratford	Route A: Perth County North	Route B: Perth County South
16-30 November	9	37	N/A	20	19
1-31 December	20	59	N/A	48	22
1-31 January	4	13	6 <sup>[1]</sup>	43	10
1-28 February	11	20	29	73	13
1-31 March	11	57	59	158	23
1-30 April	7	10	33	135	11
1-31 May	6	39	36	62	20
1-31 June	12	85	49	50	29
1-31 July	46	108	91	80	29
<b>TOTALS</b>	<b>126</b>	<b>428</b>	<b>303</b>	<b>669</b>	<b>176</b>

- Climate Change Project:
  - Project steering committee continues to work on completing a final draft of the Plan.
  - For St. Marys, the vision is to have the Green Committee assume the role of the local working group to review and recommend how to implement the plan locally.
- Service Ontario

- Draft contract has received approval from the Province.
- Due to the approval delay, the target in-service date is now October 18, 2021.

## **Land Sales**

- 14 Church Street North
  - Closing delayed to September.

## **Legal Matters**

- 151 Water Street North LPAT hearing
  - 9 hearing dates tentatively booked for September 27 through to October 8 (excluding Thanksgiving Monday)
- 665 James Street South LPAT hearing
  - Appeal has been withdrawn in its entirety by the appellant and Council's approval of the Zoning By-Law Amendment and Official Plan Amendment stands.
  - The developer is now free to proceed with this development as approved by Council, with a Stie Plan Agreement being the next key milestone.

## **Other Projects**

- Community Safety and Wellbeing Plan (CSWB)
  - The Town's internal Community Wellness Committee continues to meet and serve as the local action group to implement this plan.
  - Last meeting was held July 26, with a key takeaway being that the City of Stratford Social Services is expecting a surge in caseload if/when CERB ends in the fall.
  - The Town's key role is supporting strategic communications to make persons in need and the community aware of supports that are available. Further strategic communications will be issued in the fall to guide people to existing resources.

## **2. Clerks**

### **Legislative Services**

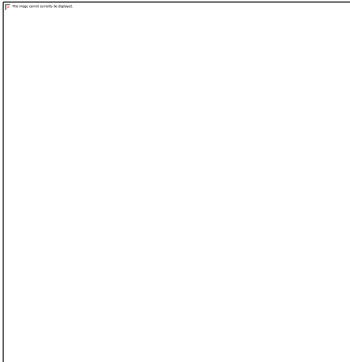
- Town Hall
  - Town Hall reopened to the public on July 26 with positive results. Average weekly traffic prior to Step 3 consisted of 4 patrons. Post July 26, traffic averages 18 patrons per week. While tourism is a component of the increased traffic, it can also be linked to police inquiries and payments (tax due date August 31).
  - Lower-level doors are unlocked between 8:30 am and 4:30 pm Monday to Friday. Passive screening remains in place.
  - Telephone calls remain consistent with an average of 25 calls per week.
  - In early stages of reviewing options for tracking telephone inquiry and complaints with Public Works CityWorks software. Ability to receive information and transmit to applicable departments for follow up without having to forward calls is beneficial.
- Animal Control
  - Comparing previous years' list of pet owners to current 2021 list and contacting individuals that have not purchased a 2021 license. Potential to reach additional 31 owners.
  - An additional 26 dog licenses have been issued since July report. (Total 263 to date)
- By-Law Review
  - Research continues for poultry licensing options. Will report back to Council at a future date.
  - Short form wording for Fireworks By-law has been approved.

- By-Law Enforcement
  - Stratford Police stats for July 2021:

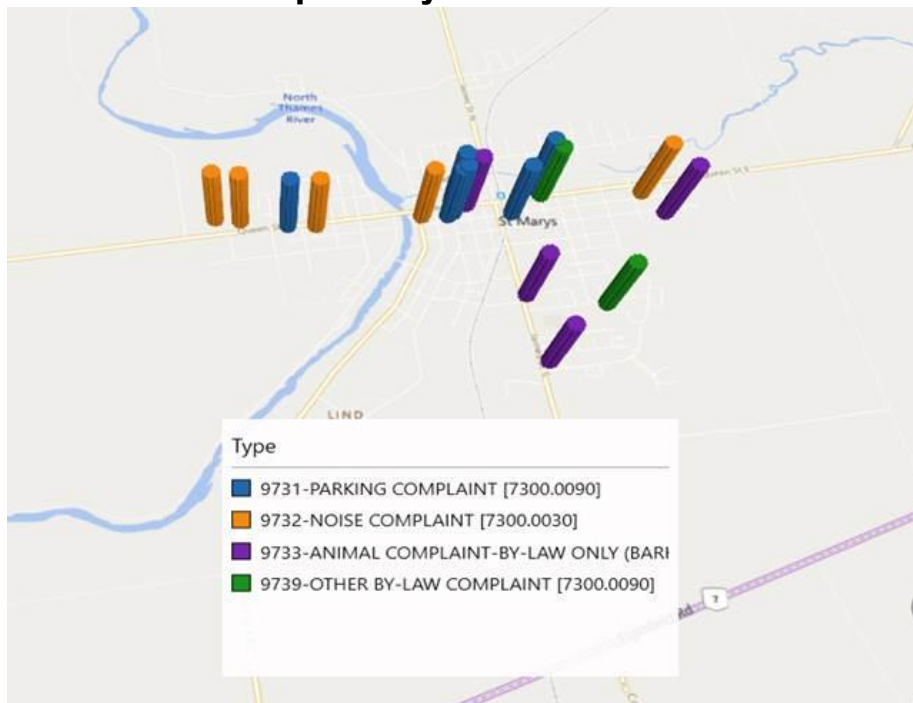
**Table 1 – Total Complaints by Complaint Basis**

Bylaws	Count
9731-PARKING COMPLAINT [7300.0090]	6
9732-NOISE COMPLAINT [7300.0030]	5
9733-ANIMAL COMPLAINT-BY-LAW ONLY (BARKING, OFF-LEASH, ETC.) [7300.0040]	4
9739-OTHER BY-LAW COMPLAINT [7300.0090]	2
<b>Grand Total</b>	<b>17</b>

**Table 2 – Total Complaints by Month**



**Table 4 – Total Complaints by Location**



- Parking in excess of 3 hours in the downtown core remains a common complaint amongst downtown merchants. Stratford Police and Park Patrol continue to monitor and enforce as required.
- Park Patrol program will end for the 2021 season on Sunday, August 29. Staff are conducting a program review with Stratford Police Service to improve program for 2022.
- Commissioner of Oaths
  - Renewal from Division Registrar through Service Ontario for Commissioner of Oaths appointments of staff (Director of Building and Development & Accounting Clerk) is pending.

- Council and Committee Services
  - Logistics have been investigated to return to in-person meetings for Council and committees of Council. Staff report on August 24 agenda for consideration.
- Lottery Licensing
  - Closed one blanket raffle license.
  - Approved two licenses.
- Marriage Licensing
  - 35 licenses issued by July 31 (35 in 31 weeks of the calendar year). Larger municipalities have informed their public of temporary delays with issuing licenses due to an increased need. The result is an increase in demand in smaller communities as individuals seek immediate support rather than waiting in their local queue.
- Staffing
  - Legislative Services Assistant final day with the Town was August 20. Working through recruitment process with HR.
- Taxi Licensing
  - Continuing annual licensing process for taxi provider.

## **SPENDING AND VARIANCE ANALYSIS**

None.

## **REVIEWED BY**

**Recommended by the CAO**




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Brent Kittmer  
Chief Administrative Officer

## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Jenna McCartney, Clerk
<b>Date of Meeting:</b>	24 August 2021
<b>Subject:</b>	<b>ADMIN 35-2021 Return to In-person Meetings</b>

### PURPOSE

To present Council with logistics regarding a gradual return to in-person meetings for Council and committees of Council.

### RECOMMENDATION

- THAT** ADMIN 35-2021 Return to In-Person Meetings report be received;
- THAT** Council resumes in-person meetings on September 14, 2021;
- THAT** Committees of Council continue to be held virtually;
- THAT** statutory public meetings continue to be held virtually; and
- THAT** all meetings of Council and committees of Council continue to be live streamed.

### BACKGROUND

On Saturday, March 14, 2020, Council held an in-person, special meeting regarding the emergent nature of the increasing concern of the COVID-19 pandemic. Council deliberated matters presented by the CAO related to the current situation and proposed next steps as recommended by the Town's Emergency Control Group which had met previously on March 13, 2020.

An outcome of the meeting was consensus of Council that committee meetings would be held at Town Hall or the Municipal Operations Centre if essential. All non-essential purposes for committee meetings would be postponed until further direction.

Council next met for their regular meeting on March 24, 2020. As the risk of the pandemic was evolving, all essential in-person meetings transitioned to virtual meetings. The March 24, 2020 regular Council meeting was the first meeting for the Corporation of the Town of St. Marys to operate under virtual means while live streaming to the public to ensure an open and transparent governance model.

Upon the call to order of the meeting, Council considered and passed an amendment to By-law 20 of 2016, being a procedure by-law for the Corporation. The general provisions of By-law 36-2020 include:

- In a situation whereby a state of emergency has been declared under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, as amended, a member of Council or a member of a committee of Council who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time;
- A member of Council, or a committee of Council can participate electronically in a meeting that is closed to the public; and



- A member of Council or a Committee of Council who is participating electronically in a meeting may vote.

Initially the municipality live streamed meetings to its Facebook page. Some of the concerns about live streaming to Facebook included:

- Access for non-members of the platform
- Retention of content
- Closed captioning

The municipality transitioned to the YouTube platform for the April 21, 2020 Strategic Priorities Committee (the “SPC”) meeting and have stayed with the platform since. As of the August regular meeting of Council, there have been 23 regular Council, 15 special Council, 10 SPC, and 103 Committee meetings live streamed for public observation. In addition, the Town has supported 4 St. Marys Cement Community Liaison meetings. This is over 150 opportunities the public has had to engage a public meeting on their own terms.

In general terms, from a live stream perspective, a Council meeting has received as few as 8 views during the meeting and as many as 16. However, following the meeting the views will increase between 4 to 10 times the initial views (32 to 185 views). When one thinks back to the meetings prior to the pandemic, public attendance at meetings was rare and an opportunity to view the proceedings outside of the meeting was non-existent.

The same trend is recognized for SPC and committee meetings. The viewers include members of the public, members of the press and staff members. The opportunity to view the proceedings has increased this local government’s openness and transparency and it has provided the opportunity for staff to view firsthand the municipality’s decisionmakers in action.

In response to improving public health indicators, as of July 16, 2021, the Province of Ontario moved into Step 3 of the Reopening Plan. Step 3 offers further relaxations of public health restrictions to move the Province out of the lockdown state.

## **REPORT**

With the municipality’s services and facilities opening to the public during this Step, staff have prepared this report to allow Council to discuss if Council and committees of Council will resume in-person meetings and whether the live stream approach should be continued.

The key discussion point and decision for Council to make is whether in-person meetings of Council and Committees will resume, or if meetings will remain fully virtual.

To aid Council in their deliberations, staff have laid out a gradual approach to resuming in-person meetings, and the logistics to take into consideration if Council decides to resume in-person meetings for Council and committees of Council. This will allow Council to better understand how in-person meetings will operate, and to determine their comfort level with this approach.

Staff have made a key assumption that returning to in-person meetings will reflect a hybrid approach that allows a member to participate either in-person or virtually. The reasons for considering the hybrid approach as the default are due to:

- a. physical constraints of Council Chambers when it comes to numbers of persons that can meet in the room;
- b. public health measures regarding quarantining if necessary; and
- c. the *Municipal Act* allows for virtual participation of members.

Additionally, the plan set out below reflects a staff recommendation that committees of Council do not resume in-person meetings at this time. It is staff’s preference that Council resumes in-person meetings

and transitions through the increased number of persons present prior to opening the opportunity for committees of Council to resume in-person.

## **Gradual Return to In-person**

### **Location**

Staff have reviewed the space of Council Chambers within Town Hall and have determined that the location can accommodate in-person Council meetings, subject to a capacity limitation to ensure physical distancing can be achieved. Given the need to provide enough room for physical distancing, the capacity of Council Chambers will need to be limited to 16 persons total, including Council, staff and members of the public.

Staff's approach to the plan outlined below is to prioritize the public's access to their elected officials. Under this approach, the capacity of 16 persons in chambers will eventually evolve to being split as follows: 7 Council members, up to 3 staff members and 6 additional spaces for members of the public.

### **Plan for Return to In-person**

The Town's approach to the pandemic has been purposely slow, prioritizing public health measures and adapting to best practices along the way to ensure that a sense of safety is achieved. The reintegration of persons to Council Chambers is planned to be gradual. This will accommodate for a) varied comfort levels of all involved, b) working out any kinks that may arise during the process, and c) continued progress of the Province's Reopening Plan.

### **Immediate**

Upon Council's approval to move forward, the necessary equipment will be procured, and the configuration of Council Chambers will be made. The immediate model would include the following persons to be present:

Mayor and Councillors (7)

CAO (1)

Clerk (1)

1 additional staff member, as applicable (i.e. Director of Corporate Services / Treasurer during budget meetings)

All other staff members participating virtually

In the immediate term, staff are not recommending that Town Hall reopen to the public for the purpose of attending meetings. This approach allows Council to return to chambers and to get comfortable in the space and comfortable with the public health restrictions before adding more people to the room. The public's access and ability to participate in meetings would continue to follow the current virtual model.

The timing for this could be September 14, 2021.

### **Mid-term**

Once staff have worked out any unforeseen kinks and come to understand what restrictions may be in place after Step 3 of the Province's Reopening Plan, in-person meetings would include the following persons to be present:

Mayor and Councillors (7)

CAO (1)

Clerk (1)

1 additional staff member, as applicable

All other staff members participating virtually

### Up to 6 members of the public

This model prioritizes the public's access to Council, and recognizes that there are times where members of the public would benefit from in-person presence at Council (i.e. delegations, etc). As noted, there will be 6 additional spaces within Council Chambers that can accommodate the presence of members of the public. The additional spaces may be reserved on a first-come, first served basis through the Clerks department.

The timing for the mid-term would be 2-3 months with the fall and winter development of COVID illnesses being a contributing factor.

### Long-term

In this model it is expected that proceedings would resume very similar to pre-pandemic and would likely be triggered by Ontario moving into the Exit Phase of the Roadmap to Reopen. Additional space will open for the public to attend if they wish as well as all staff, with capacities being determined by the public health rules of the day.

The timing for this would be 4-5 months.

## **General Provisions for Returning to In-person**

### Physical Distancing

Physical distancing of 2m (6ft) will be maintained in Council Chambers whenever possible. At times when physical distancing is not possible, face coverings will be required until persons are able to maintain the distance or have a physical barrier between each other.

Staff have determined that Council can continue to make use of the existing physical infrastructure such as the Council horseshoe, although modifications will be required to allow for a physical barrier. Between each placement at the horseshoe, a see-through acrylic divider could be installed resulting in each seat seeming to be an independent workstation with protection on the desk itself and between persons seated next to each other. While seated at the horseshoe, individuals will be able to take off their face coverings.

### Technology

Currently Council Chambers offers two large screens that the Zoom meeting could be displayed on for Council members to observe the meeting. The camera in the ceiling could pick up the visual of the Council horseshoe and broadcast to participants.

However, the drawback to this setup is that individual Council members would not have their own individual square on the Zoom meeting display which may inadvertently reduce the accessibility of the meeting. For example, the other meeting participants and the viewers through the YouTube stream may not necessarily see who is speaking which naturally detracts from the overall experience of the meeting and delivery of it to the public.

Staff are proposing that a laptop be placed in front of each Council member on their desk for the purpose of broadcasting the individual. Also, in front of each member would be the microphone system that existed pre-pandemic. The laptop and the microphone would work in unison to broadcast the proceedings to other users and the public.

### Statutory Public Meetings (ie: Planning and Budget)

The Town of St. Marys was on the cutting edge of introducing virtual statutory public meetings in 2020. Having followed the parameters of the amended legislation and consultation with the Ministry of Municipal Affairs and Housing, staff were able to resume planning meetings that incorporated Council, staff, planning applicants and the public.

It is staff recommendation at this time to continue the virtual component of a statutory public meeting whereby municipal staff, planning applicants and the public can join through the virtual platform while live streaming to the Town's YouTube channel.

As previously stated, there will be up to 6 additional spaces within Council Chambers that could accommodate the presence of members of the public to the discussion at the mid-term. The additional spaces may be reserved on a first-come, first served basis through the Clerks department. All other persons interested in participating will continue to follow the successful virtual model that is in place today.

#### Live Streaming of Proceedings

Live streaming of all Council meetings including committees and boards has been well received. Offering the capability to view the proceedings at the viewer's leisure is paramount. It is staff's recommendation that all proceedings, whether in-person, virtual or a hybrid model, continue to be live streamed through the Town's YouTube channel.

### **FINANCIAL IMPLICATIONS**

Laptops (5) \$7,600

Physical Barriers (8) \$3,000

The funds to procure the equipment would be taken from the Provincial COVID funding.

### **SUMMARY**

The pandemic has brought about much change in the last seventeen months. As the Province continues with its Reopening Plan, Council must make a decision about when it wishes to resume in-person Council and committees of Council meetings taking into consideration that the hybrid approach should still be the preferred method.

If Council agrees to the logistics laid out by staff for the return to in-person meetings, the regular meeting held on September 14, 2021 will include 7 members of Council, the CAO and the Clerk to be present in Council Chambers.

### **STRATEGIC PLAN**

☒ Not applicable to this report.

### **OTHERS CONSULTED**

Brad Hynes, IT Workstation Administrator

Ray Cousineau, Facilities Supervisor

### **ATTACHMENTS**

None.

### **REVIEWED BY**

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



Jenna McCartney  
Clerk

**Recommended by the CAO**

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

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Brent Kittmer  
Chief Administrative Officer

# MONTHLY REPORT

<b>To:</b>	<b>Mayor Stratthdee and Members of Council</b>
<b>From:</b>	<b>Building and Development</b>
<b>Date of Meeting:</b>	<b>24 August 2021</b>
<b>Subject:</b>	<b>DEV 37-2021 August Monthly Report (Building &amp; Development)</b>

## RECOMMENDATION

THAT DEV 37-2021 August Monthly Report (Building & Development) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### Building Department

- There were 12 permits issued compared to 14 the previous year.
- There were 21 dwelling units issued this month compared to the 4 the previous year.
- The total construction value was \$6,081,400 this month compared to \$1,391,200 the previous year.
- The total permit fees collected this month was \$37, 811.
- There were 39 appointments made this month by the Building Department
- There were zero permits issued for accessory apartment units this month.
- As of August 11, 2021, the following property standard complaints have been received, and addressed:

	Completed	Outstanding	Total
Yard Maintenance	11	3	14
Structure Issue	1	3	4

### Planning – Applications

- Zoning By-law Amendment
  - Accessory Apartments (Z144-2021) approved; no appeals received.
  - 615 Queen Street East (Z03-2021) deemed complete; Planning Advisory Committee meeting scheduled for August 23, 2021.
- Site Plan Agreement
  - 550 James Street South received and being reviewed by staff.
  - 515 James Street South received, and minor site plan agreement amendment approved as per By-law 110-2019.
- Minor Variances:
  - 223 Wellington Street South (A03-2021) approved; no appeals received.
  - 36 Widder Street West (A04-2021) deemed complete; Committee of Adjustment meeting scheduled for September 15, 2021.
- Consent to Sever:
  - 279 Elizabeth Street (B02-2020) approved; no appeals received.

- One (1) pre-consultation meeting held between July 9, 2021, and August 11, 2021. Three (3) pre-consultation meetings scheduled for mid to late August.

### **Planning – Strategic Projects**

- Comprehensive Parking Review
  - Draft report presented to the Strategic Priorities Committee on August 17, 2021
  - Town Staff to work with consultant to identify appropriate comparators to St. Marys and present to Council to seek concurrence.
  - Recommendations affected by comparator analysis will be updated and an updated draft report will be shared with Council.
- Community Improvement Plan
  - Approved by Council on July 27, 2021. Appeal period has commenced and ends on August 25, 2021.
  - Town staff are preparing an implementation plan including processed and program materials.
- Official Plan
  - Comments received from MMAH. Staff are working through the comments.
  - Comprehensive update report to be presented to Council on August 24, 2021.
- Planning Process Review
  - Project on hold until the launch of the Community Improvement Plan, and finalization of the Comprehensive Parking Review.
- Digitization Project
  - Developing a prioritization list for the digitization project and determining best practices for property related records in coordination with the Clerks Department.

### **Facilities – Operational**

- COVID 19 – cleaning and sanitizing Lind, Seasonal washrooms, MOC, Via, Fire Hall, Museum, Library & Town Hall daily, fogging weekly
- Continuity Plan developed and implemented for facilities staff
- Town Hall & Library – installation of Quadro fiber, awaiting scheduling
- Landfill – installed electronic strike on scale house door.
- Budget – working on Capital project and operational budgets for facilities

### **Facilities – Capital**

- Asset Management – working on document
- Cemetery Washroom Project – walls have been erected, waiting on install of fixtures
- Fire Hall SCBA compressor RFQ – delivery expected the week of Aug 9th
- Museum Façade Maintenance Project – work moving forward, weather has been an issue
- Landfill Storage Building Maintenance- awaiting scheduling
- Town Hall Building Assessment project – awarded to Capital Management Engineering Ltd., work to commence on July 13<sup>th</sup>, first draft has been submitted

## **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

As of July 31 2021															
	Permit value (PV), Permit (PN), Dwelling unit (DU)	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total	Annual permit fees
2021	PV	\$5,763,138	\$1,715,955	\$3,545,000	2,203,400.00	\$3,586,346	\$754,400	\$6,081,400						\$23,649,639	\$145,148
	PN	(DU) 11 1	9 2	17 10	14 7	18 7	12 1	12 21						93 49	
2020	PV	\$950,000	\$624,000	\$10,678,320	2,829,500.00	\$287,000	\$3,733,000	\$1,391,200	\$3,955,499	\$6,407,984	\$5,093,700	\$2,090,000	\$761,000	\$38,801,203	\$181,501
	PN	(DU) 7 3	7 2	17 21	13 3	11 0	26 9	14 4	19 7	15 5	15 13	12 4	10 1	166 72	
2019	PV	\$110,000	\$442,100	\$1,259,500	2,313,500.00	\$2,374,500	\$2,178,800	\$954,000	\$1,364,600	\$1,151,050	\$2,367,950	\$1,485,000	\$750,000	\$16,751,000	\$116,952
	PN	(DU) 7 0	7 1	9 2	14 6	13 11	17 8	11 2	12 3	15 3	15 9	12 4	2 3	134 52	
2018	PV	\$700,000	\$233,500	\$1,332,500	4,721,000.00	\$4,461,001	\$1,887,100	\$1,984,300	\$644,100	\$2,737,450	\$2,220,500	\$1,561,200	\$393,000	\$22,875,651	\$151,296
	PN	(DU) 7 2	4 0	15 6	15 7	23 5	23 4	22 5	13 1	21 5	14 14	11 3	4 1	172 53	
2017	PV	\$2,370,100	\$128,350	\$95,380	\$1,204,050	\$1,898,500	\$2,925,138	\$4,725,400	\$1,900,600	\$1,365,800	\$775,000	\$1,377,401	\$60,000	\$18,825,719	\$150,015
	PN	(DU) 11 4	7 0	4 0	18 4	29 6	22 5	21 3	21 7	16 3	8 2	7 2	4 0	168 36	
2016	PV	\$161,000	\$336,000	\$867,600	\$760,201	\$1,809,000	\$1,511,000	\$1,227,000	\$644,501	\$764,400	\$1,433,300	\$2,215,000	\$2,515,000	\$14,244,002	\$114,897
	PN	(DU) 4 0	3 1	8 2	13 1	12 7	11 1	13 6	15 1	15 2	15 3	7 3	4 11	120 38	
2015	PV	\$10,500	\$105,502	\$1,741,100	\$784,660	\$1,581,261	\$1,263,000	\$1,518,000	\$807,168	\$997,301	\$592,900	\$597,000	\$597,100	\$10,595,492	\$128,416
	PN	(DU) 2 0	8 1	8 7	11 3	21 5	18 3	8 7	10 4	10 3	13 2	6 2	5 3	120 40	
2014	PV	\$475,000	\$44,500	\$895,000	\$1,792,000	\$1,544,500	\$2,053,650	\$1,049,500	\$1,004,900	\$1,226,750	\$1,199,001	\$534,200	\$1,449,000	\$13,268,001	\$140,304
	PN	(DU) 5 2	6 0	4 2	9 2	13 2	13 2	12 8	14 4	13 5	11 5	5 2	10 9	115 43	
2013	PV	\$18,000	\$48,500	\$936,500	\$1,072,500	\$749,220	\$2,223,500	\$964,200	\$663,500	\$804,200	\$1,158,000	\$426,500	\$1,697,500	\$10,762,120	\$108,411
	PN	(DU) 2 0	2 1	5 4	10 2	11 3	13 8	10 4	9 2	8 2	11 5	4 1	8 8	93 40	
2012	PV	\$518,300	\$25,000	\$610,000	\$522,802	\$784,150	\$3,288,988	\$1,523,500	\$2,586,000	\$659,500	\$736,000	\$700,300	\$477,900	\$12,432,440	\$152,225
	PN	(DU) 8 2	1 0	5 2	13 1	9 3	15 6	11 6	19 0	7 1	6 3	9 3	4 2	107 29	
2011	PV	\$127,400	\$0	\$1,020,300	\$1,800,000	\$1,171,150	\$2,662,200	\$2,517,490	\$446,500	\$62,500	\$1,359,000	\$805,600	\$25,801	\$11,997,941	\$178,641
	PN	(DU) 5 1	0 0	9 4	14 8	13 4	19 2	18 6	6 1	3 0	11 5	9 3	4 0	111 34	
2010	PV	\$65,000	\$75,000	\$1,582,000	\$603,800	\$323,700	\$302,300	\$1,570,000	\$4,069,000	\$1,014,300	\$2,226,260	\$1,085,200	\$553,500	\$13,470,060	\$154,284
	PN	(DU) 3 0	5 0	7 6	11 3	7 2	16 1	12 4	12 32	10 1	14 7	11 4	3 1	111 61	
2009	PV	\$232,500	\$113,450	\$25,100	\$339,500	\$6,197,200	\$792,900	\$611,900	\$7,790,250	\$705,160	\$932,539	\$409,000	\$399,600	\$18,549,099	\$139,164
	PN	(DU) 7 1	6 0	3 1	7 8	12 3	17 1	21 2	14 4	16 2	14 5	7 2	9 1	124 30	
Monthly Average	PV	\$879,245	\$272,321	\$1,159,165	\$1,509,784	\$2,206,711	\$1,820,248	\$2,060,558	\$1,992,829	\$1,044,401	\$1,363,677	\$1,017,855	\$810,764	\$15,618,430	\$139,979
	PN	(DU) 6.0 1.1	4.8 0.5	7.8 3.8	12.4 4.3	15.1 4.8	16.3 3.5	14.3 6.2	13.2 5.4	12.2 2.5	12.0 5.5	8.0 2.6	5.2 3.5	122.3 42.1	



## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Mark Stone, Planner
<b>Date of Meeting:</b>	24 August 2021
<b>Subject:</b>	<b>DEV 38-2021 Official Plan Review Project Update</b>

### PURPOSE

The purpose of this report is to provide Council with an update with respect to the Town's Official Plan review project, provide an overview and suggested responses to Provincial comments on the draft Official Plan, present a public consultation approach and seek direction with respect to next steps.

### RECOMMENDATION

**THAT** DEV 38-2020 Official Plan Review Project Update report be received;

**THAT** Staff be directed to proceed with the statutory (virtual) open house to update the community and seek comments and input on the draft Official Plan in accordance with the *Planning Act* following consultation with affected landowners as outlined in this report;

**THAT** Staff be directed to establish an intensification and redevelopment target of 20 percent for new residential development; and,

**THAT** Staff be directed to implement the proposed settlement area expansions as outlined in this report.

### BACKGROUND

The purpose of a Section 26 review is to ensure that an Official Plan conforms with provincial plans (or does not conflict with them), has regard to matters of provincial interest and is consistent with policy statements, such as the Provincial Policy Statement (PPS). The review also provides an important opportunity for the Town to identify and address administrative, interpretation, policy and mapping issues with the current Official Plan, and provides the community and agencies with the opportunity to assist with the identification of opportunities and issues that can be addressed through the Official Plan.

Following delays due to the pending approval of the new Provincial Policy Statement in 2020 and the impacts of the pandemic, the Town held virtual (non statutory) open houses on December 10, 2020 to present a preliminary draft of the new Official Plan to the community.

Early in 2021, the draft Official Plan and discussion papers were circulated to the Province for review. The Ministry of Municipal Affairs and Housing (MMAH) and partner ministries provided comments and suggested modifications to the Town's Official Plan. A copy of the Province's comment table with proposed Town responses is provided as Attachment 1 of this report. The vast majority of comments were minor in nature and/or straightforward however, there are two comments requiring further analysis and Council direction as discussed in this report.

# REPORT

## Discussion of Provincial Comments

As noted, there are two comments from the Province requiring further review and direction from Council.

### Provincial Comment / Item #2

The MMAH notes that a minimum intensification and redevelopment target has not been established in the Official Plan for the Town's built-up area, based on local conditions, in accordance with PPS policy 1.1.3.5. The PPS provides the following definitions for intensification and redevelopment:

**Intensification:** means the development of a property, site or area at a higher density than currently exists through:

- a) redevelopment, including the reuse of brownfield sites;
- b) the development of vacant and/or underutilized lots within previously developed areas;
- c) infill development; and
- d) the expansion or conversion of existing buildings.

**Redevelopment:** means the creation of new units, uses or lots on previously developed land in existing communities, including brownfield sites.

According to the Official Plan Review Residential Discussion Paper #4, a total of 1,808 new dwelling units will be required to meet the needs for the 2044 population (see Table 4 below from the Residential Paper).

**Table 4. Number of Dwellings to Meet Demand**

Projected 2044 Population	Persons per Dwelling	Total Dwellings Required to House 2044 Population	Current Number of Dwellings	New Dwellings Required to House 2044 Population
10,547	2.15	4,906	3,098	1,808

\*projected number of dwellings based on 2,955 dwellings (2016 Census adjusted) + 143 (actual and projected number of building permits for dwellings issued 2017 to 2019)

As summarized in Table 10 of Residential Paper #4 (shown below), it is estimated that there will be a supply of approximately 1,071 new dwelling units provided within the settlement area through existing registered and draft approved plans of subdivision, site plan approved lands, undeveloped lands designated Residential in the Official Plan, through the creation of infill lots via consent, and secondary units.

**Table 10: Assessment Summary**

Units Available	
Final approved plans of subdivision	82
Draft approved plans of subdivision	223
Final approved plans of condominium	0
Final approved site plan development	39
Potential residential development areas	602
Potential infill units/lots (next 20 years)	125
Total	1,071

Of the 1,071 units available, a total of 216 units would be considered intensification or redevelopment on lands designated Residential as summarized below:

1. Units/Lots Via Consent – 125 units
2. Designated Residential Lands – 91 units (6.03 ha x minimum density of 15 units/ha)

Note that the number of units through intensification of the above referenced properties is an estimate and is based on an average density of 15 units per hectare. It is likely that the total number of units that could be / will be built on these properties will be higher but the 15 units per hectare is used as a minimum for the purposes of developing a target for the Official Plan.

In addition, and based on the analysis below, it estimated that intensification on Highway Commercial sites will provide in the range of an additional 122 to 163 apartment units over 25-year planning period.

#### Potential Highway Commercial Intensification Sites

HC-	Address	Land Area - ha			% of Net for Residential Intensification	Land Area for Residential Intensification	Land Area for Residential Intensification at 25% Coverage (3)	m <sup>2</sup>			Storeys	
		Gross	Constraints (1)	Net (2)				Apartment Floor Area (3 storeys)	Apartment Floor Area (4 storeys)	Floor area per unit	3	4
1	385 Queen W	0.53		0.53	25%	0.13	0.03	994	1,325	90	11	15
2	365 Queen W	0.5		0.50	20%	0.10	0.03	750	1,000	90	8	11
3	780 Queen E	4.24		4.24	10%	0.42	0.11	3,180	4,240	90	35	47
4	940 Queen E	3.88		3.88	20%	0.78	0.19	5,820	7,760	90	65	86
5	895 Queen E	4.5	2.00	2.50	20%	0.50	0.13	3,750	5,000	90	42	56
6	323 Queen W	0.22		0.22	25%	0.06	0.01	413	550	90	5	6
7	665 James N	0.42		0.42	100%	0.42	0.11	3,150	4,200	90	35	47
8	478 Water S	0.53		0.53	100%	0.53	0.13	3,975	5,300	90	44	59
<b>TOTALS</b>											245	326

1 Constraints = natural heritage or hazards

2 Net = gross - constraints

3 35% maximum lot coverage in R5 Zone - 25% used based on review of other low rise projects in Ontario with similar community context as St. Marys

Assuming 50% of potential units will be built in next 25 years 122 163

Therefore, it is estimated that a total of 338 units (216 + 122) will be established during the planning period through intensification and redevelopment. As noted above, a total of 1,808 new dwelling units are required during the planning period. On this basis, it is recommended that the Town establish an intensification and redevelopment target of 20 percent (based on 338 projected intensification/redevelopment units out of 1,808 new units).

#### Provincial Comment / Item #29

The MMAH is seeking clarification as to whether the requirements of PPS policy 1.1.3.8 have been satisfied. Section 1.1.3.8 of the PPS states that a planning authority may identify a settlement area or allow the expansion of a settlement area boundary only at the time of a comprehensive review and only where it has been demonstrated that certain criteria have been satisfied. It is important to note that Section 1.1.3.8 provides that “in undertaking a comprehensive review, the level of detail of the assessment should correspond with the complexity and scale of the settlement boundary expansion or development proposal”.

The following criteria in Section 1.1.3.8 were considered as part of this comprehensive review and the Town’s approach and findings are summarized below.

- a) *sufficient opportunities to accommodate growth and to satisfy market demand are not available through intensification, redevelopment and designated growth areas to accommodate the projected needs over the identified planning horizon;*

***The Town has assessed the supply of housing units on lands currently designated for growth and opportunities for intensification and redevelopment during the 25 year***

**planning period, and has determined that there is the need for additional land to accommodate projected growth.**

- b) the infrastructure and public service facilities which are planned or available are suitable for the development over the long term, are financially viable over their life cycle, and protect public health and safety and the natural environment;

**As summarized in the Official Plan Review Discussion Papers, the Town has determined that the Town's existing and planned water and wastewater system, and transportation infrastructure are suitable for planned development in the long term. In general, the development industry pays for needed capital investment in roads, services and other community infrastructure and public service facilities. The Town has established appropriate development charges that are payable with any new development based on required capital investments for new development.**

- c) in prime agricultural areas:
1. the lands do not comprise specialty crop areas;
  2. alternative locations have been evaluated, and
    - i. there are no reasonable alternatives which avoid prime agricultural areas; and
    - ii. there are no reasonable alternatives on lower priority agricultural lands in prime agricultural areas;

**There are no specialty crop areas in the Town. The existing Official Plan policies identify the Agriculture designation as an interim designation to allow for existing agricultural uses to continue however, agricultural uses are limited in St. Marys with many of the operations ceasing over the years. Opportunities for expansion of the Town's settlement area are very limited due to the amount of land available and there are no reasonable alternatives on lower priority agricultural lands.**

- d) the new or expanding settlement area is in compliance with the minimum distance separation formulae; and

**The proposed settlement area expansions are in compliance with the minimum distance formulae and policies are included in the new Official Plan to restrict the establishment of new livestock or poultry operations on lands designated Agriculture.**

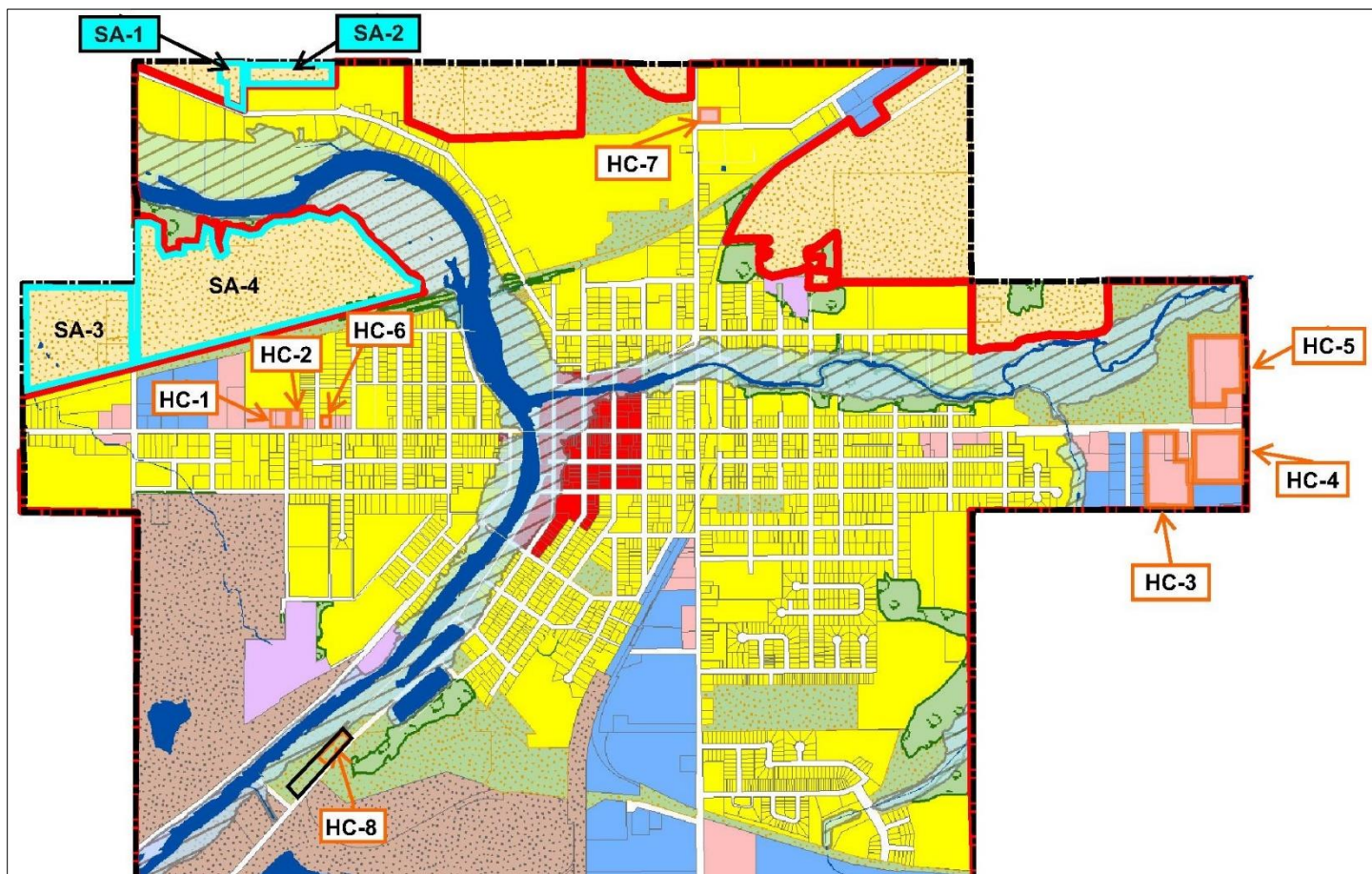
- e) impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible.

**See response to d) above.**

As summarized in previous staff reports, an analysis has been undertaken to identify and assess potential lands for expansion of the Town's settlement area to add additional lands for future growth. A number of factors and potential constraints to development have also been considered including:

- the availability of municipal services (water and sanitary);
- the need for road improvements;
- floodplain or hazard lands;
- topographical conditions that make it difficult and/or costly to develop;
- natural heritage features, including potential significant woodlands;
- degree to which development has already occurred in the area;
- size and configuration of lands; and,
- existing and planned uses in area.





Two initial properties, previously discussed, have been identified for potential settlement area expansion as summarized in the following chart. 15 units per net hectare has been used to estimate the unit yield on available lands (i.e. available land does not include natural heritage, hazards, roads and parks).

	Address (Owner)	Description/Constraints	Net Land Area (ha)	Potential Units
<b>Settlement area expansions</b>				
SA-1	555 Emily (Hensel)	<ul style="list-style-type: none"> <li>Potential to contribute to comprehensive planning/development with SA-2 and could help address potential issues with lack of water looping in area.</li> </ul>	1.03	16
SA-2	0 Emily (Stonetown Farms)	<ul style="list-style-type: none"> <li>Logical to apply Residential designation along with southern half of property already designated Residential and could help address potential issues with lack of water looping in area.</li> <li>Potential significant woodland – EIS submitted concluding that woodland is not significant</li> </ul>	2.9	44
<b>Totals</b>			<b>3.93</b>	<b>60</b>

With the addition of these lands, the number of additional units required for the 25-year planning period is further reduced to 677 (737 - 60).

Two larger areas, previously discussed, located west and east of Thames Road and north of Queen Street West have been identified for potential settlement area expansion as summarized in the following chart:

	Address (Owner)	Description/Constraints	Net Land Area (ha)
Settlement area expansions			
SA-3	55 Thames N (Griffiths) 65 Thames N (Oliver) 75 Thames N (Schmidt) 95 Thames N (Burtwistle) 0 Thames N (Vermeire)	<ul style="list-style-type: none"><li>• There may be some challenges with sanitary servicing.</li><li>• Some areas are located within the Upper Thames River Conservation Authority's Regulated Area</li><li>• Potential significant woodlands are identified on parts of the SA-4 lands (east of Thames Road)</li></ul>	14.0
SA-4	169 Ingersoll & 0 Thames Road (Ruthig)		28.7
Total			42.7

Targets of 60 percent low density (single and semi-detached) and 40 percent medium and higher density development has been used to assist in determining the yield on these larger potential Greenfield lands. As directed by Council, staff added a new Medium/High Density Designation to the draft Official Plan that limits building forms to mid-rise apartments, stacked or back-to-back townhouses and similar medium density development, and is intended to ensure early provision of higher density, affordable housing on Greenfield properties. Based on the above, the following assumptions have been made for new Greenfield development:

- 60% singles and semi-detached units at an average density of 15 units per net hectare
- 20% townhouses and multiples at an average density of 25 units per net hectare
- 20% stacked and back-to-back townhouses and apartments at an average density of 45 units per net hectare

Dwelling Types	Targets (%)	Net Land Area (ha) <sup>1</sup>	Average Density (units/net ha)	Potential Units
Single and semi-detached	60	25.62	15	384
Townhouses and multiples	20	8.54	25	214
Stacked and back-to-back townhouses Apartments	20	8.54	45	384
		<b>42.7</b>		<b>982</b>

1 – Total net land area for SA-3 and SA-4 (42.7 ha) x applicable target

As noted above, the Town requires additional residential land through settlement area expansions to accommodate an additional 737 dwelling units for the planning period. It is estimated that the four areas identified for settlement area expansions will accommodate 1,042 additional units (a surplus of 305 units or 16 hectares). Due to this oversupply, it is recommended that 13 hectares of the SA-4 lands be included in the settlement area expansion.

**Public Consultation**

Staff is developing a comprehensive communications plan to get the word out about the Official Plan review and to ensure that clear information is provided in an easily accessible format. One of the objectives of the communications plan is to reach out and provide information to as many people in the community, while meeting with individual property owners as needed.

Prior to the open house, staff will be reaching out to landowners who have made requests for property specific changes to the Official Plan, and landowners who may be affected by new policies such as those related to potential significant woodlands or the introduction of residential permissions on Highway Commercial properties. Following Council’s confirmation of the appropriate settlement area expansions, staff will also reach out to the affected landowners to discuss the implications of the proposed changes and to confirm continued interest. Given the significance of the proposed settlement area expansions, it is recommended that the Town not proceed with the advertising for the open house until these discussions occur.

Subject to Council comments and direction, the tentative schedule for the Official Plan review this Fall is as follows:

Early September	Meet with interested landowners
September 29	Statutory Open House
October 26	Statutory Public Meeting
November 23	Council considers approval of new Official Plan

It is noted that this schedule could change should there be the need to report back to Council to seek direction as a result of the public consultation process.

**FINANCIAL IMPLICATIONS**

\$2,745 anticipated for communication plan as presented in attachment 2.

**SUMMARY**

It is recommended that the Town proceed with the statutory (virtual) open house to update the community and seek comments and input on the draft Official Plan in accordance with the *Planning Act* following consultation with landowners, and that the Town establish an intensification and redevelopment target of 20 percent for new residential development. In addition, it is recommended that the Town adopt the proposed settlement area expansion areas for the new Official Plan as discussed in this report.

**STRATEGIC PLAN**

- ☒ This report is supported by the following priorities and tactics in the Strategic Plan:
  - Pillar #6: Housing - There need to be housing options that are affordable, attainable, and even include rentals
    - In order to get the “right demographic mix” for St Marys, it will be essential to ensure housing stock is flexible and attractive for youth, workers, and immigrants, and persons of all abilities.

- Identify in the Official Plan development areas that would be key growth areas among targeted demographics.
- Address infrastructure needs to best ensure development capacity.

## **OTHERS CONSULTED**

Corporate Communications – Recently Council has prioritized communication of the Town’s growth strategy to help residents better understand the Town’s development policies. Attached to this report is a critical path developed by Corporate Communications to begin a campaign to meet this goal.

## **ATTACHMENTS**

- 1) Provincial comment table with draft Town responses
- 2) Communication Critical Path

## **REVIEWED BY**

### **Recommended by the Department**

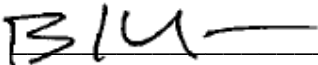


Mark Stone  
Planner



Grant Brouwer  
Director, Building and Development

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer



Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
1	1.0	The Provincial Policy Statement, 2020 (PPS) came into effect on May 1, 2020. The OP references the PPS, 2014. This should be updated to reference the current version of the PPS.	MMAH	<i>Planning Act</i> ss. 3(5)	Suggest changing "2014" to "2020" in reference to the PPS.	Modified
2	2.1	It appears that a minimum intensification and redevelopment target has not been established for the town's built-up area in the OP. Municipalities should establish and implement minimum targets for intensification and redevelopment within built-up areas, based on local conditions, as per PPS policy 1.1.3.5.	MMAH	PPS policies 1.1.3.5 and 1.1.3.9	A new goal (e.g., 2.1.13) should be added, setting out minimum intensification and redevelopment targets for within the built-up area of the town, based on the findings of the Discussion Papers and further analysis of intensification and redevelopment potential in the built-up area of the town, as per PPS policy 1.1.3.5.	An intensification and redevelopment target of 20% has been established.
3	2.3.2.4	OP policy 2.3.2.4 states that Council will attempt to protect the cultural heritage resources in its context. Significant built heritage resources and significant cultural heritage landscapes should be conserved by Council, as per PPS policy 2.6.1.	MHSTCI	PPS policy 2.6.1	Suggest deleting and replacing OP policy 2.3.2.4 with the following: "In considering development applications, Council will conserve cultural heritage resources by promoting the conservation of cultural heritage value or interest as part of the redevelopment of protected heritage properties."	Modified.
4	2.3.2.7	The first paragraph of OP policy 2.3.2.7 sets out that elements and features that give the [Heritage Conservation] District its distinct character should be preserved. As per PPS policy 2.6.1, significant built heritage resources and significant cultural heritage landscapes should be conserved.	MHSTCI	PPS policy 2.6.1	In the first paragraph of OP policy 2.3.2.7, suggest replacing "should" with "shall", to be consistent with the PPS policy 2.6.1.	Section 2.6.1 of the PPS states that "Significant built heritage resources and significant cultural heritage landscapes <b>shall</b> be conserved". "Should" replaced with "shall" in Section 2.3.2.7.

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
5	2.3.2.9	The second sentence of OP policy 2.3.2.9 states that a Cultural Heritage Landscape refers to a defined geographical area that has been modified or characterized by human activity. This OP definition appears to be inconsistent with the PPS definition of cultural heritage landscape.	MHSTCI	PPS section 6.0 (definition of "cultural heritage landscape")	To improve consistency with the PPS definition of cultural heritage landscape, it is suggested that the following sentence be deleted from policy 2.3.2.9: "A Cultural Heritage Landscape refers to a defined geographical area that has been modified or characterized by human activity." Alternatively, the PPS definition of cultural heritage landscape could replace the above deleted sentence.	The second sentence of proposed Section 2.3.2.9 has been modified to more closely reflect the definition of 'cultural heritage landscape' in the PPS, as follows:  "A Cultural Heritage Landscape refers to a defined geographical area that may have been modified by human activity and is identified as having cultural heritage value or interest by a community, including an Indigenous community. The area may include features such as buildings, structures, spaces, views, archaeological sites or natural elements that are valued together for their interrelationship, meaning or association".

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Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
6	2.4.4	OP policy 2.4.4 sets out a requirement for consultation with Aboriginal communities respecting the preservation or commemoration of their archaeological resources. PPS policy 2.6.5 requires that the town engage with Indigenous communities and consider their interests when identifying, protecting and managing cultural heritage and archaeological resources.	MHSTCI	PPS policy 2.6.5	Suggest deleting and replacing OP policy 2.4.4 as follows: "The Town of St. Marys will engage Indigenous communities with traditional territory in the area and consider their interests when identifying, protecting, and managing cultural heritage and archaeological resources."	Proposed Section 2.4.4 modified as recommended.
7	3.1	OP section 3.1 references a 20-year planning horizon; however, a 25-year planning horizon is also referenced in OP policy 1.1.2 and the Discussion Paper #4 (Residential). PPS policy 1.1.2 requires that sufficient land be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years, informed by provincial guidelines. (emphasis added)	MMAH	PPS policy 1.1.2	A consistent planning horizon should be used throughout the OP and supporting documents.	Modified to indicate 25 years throughout.
8	3.1.1.9 and 3.1.2.1	OP policies 3.1.1.9 and 3.1.2.1 reference a minimum 12-year land supply for residential uses. PPS policy 1.4.1 requires municipalities to maintain at all times the ability to accommodate residential growth for a minimum of 15 years through residential intensification and redevelopment and, if necessary, lands which are designated and available for residential development. (emphasis added)	MMAH and MECP	PPS policy 1.4.1	"12-year" should be changed to "15-year" in reference to minimum land supply for residential uses in both OP policies to be consistent with the time horizon required in the PPS.	Modified

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
9	3.1.2.11 d)	It is unclear what is meant by “design capacity” being available to accommodate the development in OP policy 3.1.2.11 d) and if this is intended to refer to reserve capacity referenced in PPS policy 1.6.6.6.	MECP	PPS policy 1.6.6.6	Suggest using the same wording in OP policy 3.1.2.11 that is in the PPS and in MECP guidance documents, which states that new development should only be approved where there is sufficient reserve capacity available.	The definition of ‘reserve sewage system capacity’ in the PPS means “design or planned capacity in a centralized waste water treatment facility which is not yet committed to existing or approved development”. On this basis, ‘design capacity’ has been replaced with ‘reserve capacity’ in the section renumbered to Section 3.1.2.10 d).
10	3.1.2.22	PPS policy 3.2.2 requires that sites with contaminants should be assessed and remediated prior to any activity with the proposed use. OP policy 3.1.2.22 only references the redevelopment of former industrial lands that are known or are suspected of being contaminated. This should be broadened, as the Brownfields Regulation states that any change in land use to a more sensitive use triggers the need for a Record of Site Condition that can only be issued after site assessment(s) and remediation where necessary, has been completed.	MECP	PPS policy 3.2.2	Suggest revising OP policy 3.1.2.22 to state that any proposal that has the effect of changing land use to a more sensitive land use should follow the requirements of O. Reg. 153/04, as amended, including the preparation of a Record of Site Condition that demonstrates that the site is suitable for the intended reuse.	Modified in the section renumbered to Section 3.1.2.25.

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Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
11	3.2.3.14 and 7.23	These OP policies reference height and density bonusing. The Community Benefit Charge authority has replaced the former height and/or density bonusing (previously known as section 37) under the <i>Planning Act</i> . The new authority to charge for community benefits under the <i>Planning Act</i> , enables municipalities, at their discretion, to fund a range of capital infrastructure for community services, such as land for parks, affordable housing and childcare facilities that are needed to support new residents and businesses associated with new development comprising 10 or more residential units in 5 or more storeys. The town may continue to use section 37 (height and density bonusing) until they pass a Community Benefit Charge by-law, or 2 years from September 18, 2020, whichever comes first.	MMAH	<i>Planning Act</i> s. 37	OP policies 3.2.3.14 and 7.23 should be deleted in their entirety, or alternatively, both revised to set out policies with respect to the Community Benefit Charge authority, including the preparation of a community benefits charge strategy that identifies the facilities, services and matters that would be funded with Community Benefit Charges, subject to regulations.	Sections deleted as recommended.
12	3.4	OP section 3.4 does not appear to provide sufficient direction as to how it will ensure that land use compatibility will be maintained for existing or permitted sensitive land uses. PPS section 1.2.6 requires, where avoidance of potential adverse effects is not possible, that the town protect the long-term viability of existing or planned industrial uses that are vulnerable to encroachment by ensuring that adjacent sensitive land uses are only permitted if prescribed criteria are met.	MECP	PPS section 1.2.6	Policy direction should be included that is consistent with the guidance that is provided by MECP Guideline D-6 to ensure that sufficient separation distance is maintained, impacts have been assessed, and mitigation measures have been identified for inclusion as part of the development. This would help to implement the policies of PPS section 1.2.6.	Section 3.4 has been modified to provide additional direction with respect to sensitive land uses and long term viability of industrial areas in the Town.

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
13	3.4.1.4	OP objective 3.4.1.4 supports minimizing potential adverse effects of industrial areas but does not as a first step support avoiding adverse effects. Major facilities and sensitive land uses should be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures, as per PPS section 1.2.6.	MMAH	PPS section 1.2.6	Suggest adding "avoid, or if avoidance is not possible," before the word "minimize" in OP objective 3.4.1.4 to be consistent with PPS section 1.2.6.	Modified
14	3.4.3.11	The term employment area is used throughout the OP in reference to matters unrelated to the defined PPS term employment area, such as in reference to extractive industrial and highway commercial designations, and beyond the purpose of PPS policy 1.3.2.4. To avoid confusion and improper interpretation of OP policy 3.4.3.11, it is suggested that a different term be used in policy 3.4.3.11 in place of employment area, such as General Industrial or similar.	MMAH	PPS policy 1.3.2.4 and section 6.0 (definition of "employment area")	The term "employment area" in OP policy 3.4.3.11 should be deleted and replaced with "General Industrial".	Modified

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
15	3.5.3.6	OP policy 3.5.3.6 appears to limit development of wayside pit aggregate operations to only the 'Extractive Industrial' designation, which would not be consistent with PPS policy 2.5.5.1. PPS policy 2.5.5.1 requires that wayside pits and quarries, portable asphalt plants and portable concrete plants used on public authority contracts be permitted, without the need for an official plan amendment, rezoning, or development permit under the <i>Planning Act</i> in all areas, except those areas of existing development or particular environmental sensitivity which have been determined to be incompatible with extraction and associated activities.	MNRF	PPS policy 2.5.5.1	A new OP policy is required to be consistent with PPS policy 2.5.5.1 that permits wayside pits and quarries, portable asphalt plants and portable concrete plants used on public authority contracts, except in areas of existing development or particular environmental sensitivity, which have been determined to be incompatible with extraction and associated activities.	Modified to ensure consistency with the PPS.
16	3.5.3.8	It is possible that there may be abandoned and unknown status petroleum wells within and adjacent to the Town of St. Marys. The town is encouraged to review the information in the Oil, Gas and Salt Resources Library at the following link for the most up to date information on well status and locations ( <a href="http://www.ogslibrary.com">www.ogslibrary.com</a> ).	MNRF	PPS sections 2.4 and 3.2	Suggest including policies to implement PPS sections 2.4 and 3.2 to inform petroleum resources, depending on the information available.	

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
17	3.6.2.4	OP policy 3.6.2.4 indicates that Council has directed that studies be prepared to assess the potential impacts associated with development in proximity to a former landfill site. If MECP was consulted during this study, there should be no further need for consultation with the ministry on any new site-specific applications that may be proposed for this area.	MECP	PPS policy 1.2.6.1	Suggest removing MECP from having any future review role, if MECP has already reviewed the reports that are referenced.	Maintain
18	3.6.2.7	OP policy 3.6.2.7 deals with new waste management facilities initiated either by the town or a private sector entity. In either case, there are environmental assessment requirements that need to be met for any waste management related activity in order to implement PPS policy 1.6.10.	MECP	PPS policy 1.6.10	Suggest adding reference to environmental assessment requirements for all waste management activities.	Modified
19	3.8	The designation of a Special Policy Area (SPA), and any change or modification to the official plan policies, land use designations or boundaries applying to SPA lands, is approved by the Ministers of Municipal Affairs and Housing and Natural Resources and Forestry prior to the approval authority approving such changes or modifications.	MMAH and MNRF	PPS policy 3.1.4	Suggest changing "Ministry of Municipal Affairs and Housing has approved" in the third paragraph under natural hazards to "Ministers of Municipal Affairs and Housing and Natural Resources and Forestry have approved".	Modified



Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
20	3.8.2	OP policy 3.8.2 includes a range of permitted uses within the floodway portion of the 'Natural Hazard' designation. The range of uses listed does not appear to be consistent with PPS policies 3.1.2 and 3.1.4 b).	MNRF	PPS policies 3.1.2 and 3.1.4 b)	Suggest revising OP policy 3.8.2 to list uses consistent with the range of permitted uses in PPS policies 3.1.2 and 3.1.4 b), which by their nature should locate within the floodway, including flood and/or erosion control works or minor additions or passive non-structural uses which do not affect flood flows.	PPS policy 3.1.2 prohibits development and site alteration in a floodway however policy 3.1.4 b) permits development that, by their nature, must locate in the floodway (including flood and/or erosion control works or minor additions or passive non-structural uses which do not affect flood flows). Permitted uses in OP policy 3.8.2 are generally consistent with the PPS; minor modification recommended to specify that 'passive' outdoor recreation uses are permitted.
21	3.9	The third paragraph of OP section 3.9 references locally and provincially significant wetlands, locally significant woodlands, and areas of natural and scientific interest. Please update OP section 3.9 for consistency with PPS policy 2.1.5 and the PPS definition of natural heritage features and areas, specifically with respect to use of the terms locally, provincially, and significant.	MNRF	PPS policy 2.1.5 and section 6.0 (definition for "natural heritage features and areas")	The third paragraph of OP section 3.9 must be revised for consistency with PPS policy 2.1.5 and the PPS definition of natural heritage features and areas, as follows: "The Natural Heritage designation is intended to apply to <b>locally and provincially</b> significant wetlands, <b>locally</b> -significant woodlands, significant portions of the habitats of endangered and threatened species, fish habitats, natural watercourses, <b>significant</b> valley lands, significant wildlife habitats, significant Areas of Natural and Scientific Interest (ANSIs), and ground water recharge areas."	Modified

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
22	3.9.2	The OP does not appear to set out policies consistent with PPS policies 2.1.4 and 2.1.5 respecting development in significant natural heritage features and areas.	MNRF	PPS policies 2.1.4 and 2.1.5	Add to OP section 3.9.2 that development and site alteration shall not be permitted in significant wetlands and that development and site alteration shall not be permitted in significant woodlands, significant valleys, significant wildlife habitat and significant areas of natural and scientific interest, unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions.	Policy added to Section 3.9.3
23	5.4.1	Provincial ministries do not review applications for development near railways.	MMAH	N/A	Delete "and any appropriate Provincial ministry" in the two instances the phrase appears in OP section 5.4.1.	Modified
24	5.5.3	OP section 5.5.3 states: "Council intends further study to determine which capture zone is most appropriate for the town and formulate development policies to minimize potential impacts on the Town's water resources." Given that the "capture zones" (assuming they are referring to well head protection areas) are delineated and non-negotiable unless wells are either decommissioned or expanded in their pumping capacity, suggest that the town clarify the meaning and intent of this policy.	MECP	PPS policy 2.2.1	Suggest the town clarify the meaning and intent of OP policy 5.3.3 to implement PPS policy 2.2.1.	With the addition of source water protection policies in Section 5.6, the policies of Section 5.3.3 have been modified.
25	5.7	All references in OP section 5.7 should be amended to make it clear that the town will keep track of its reserve servicing capacity and only consider approval for new development if it can be shown that there is sufficient reserve capacity available.	MECP	PPS policy 1.6.6.6	Clarity should be made in all instances where the term "capacity" is used, by referring to "reserve capacity" in OP section 5.7.	Modified to reference 'reserve capacity' where appropriate.

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Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
26	5.9.4.1 and 5.9.4.2	OP policy 5.9.4.1 states that, as required by the PPS, Small Wind Energy Generation Systems (SWEGS) shall be permitted in all land use designations. OP policy 5.9.4.2 states that the PPS permits renewable energy systems in settlement areas. While these policies reference being required by the PPS, these are not PPS requirements. PPS policy 1.6.11.1 identifies that the town should provide opportunities for the development of energy supply including electricity generation facilities and transmission and distribution systems, district energy, and renewable energy systems and alternative energy systems, to accommodate current and projected needs.	MMAH	PPS policy 1.6.11.1	Suggest deleting "As required by the Provincial Planning Policy Statement" from OP policy 5.9.4.1, as wind energy generation is not required to be permitted in all designations. Suggest deleting "However, the Provincial Planning Policy Statement permits renewable energy systems (including SWEGS) in settlement areas, in accordance with federal and provincial requirements" from OP policy 5.9.4.2, as wind energy generation is not required to be permitted in settlement areas.	Modified
27	7.27	The OP does not appear to contain policy related to settlement area boundary expansions or adjustments, as per PPS policies 1.1.3.8 and 1.1.3.9.	MMAH	PPS policies 1.1.3.8 and 1.1.3.9	PPS policies 1.1.3.8 and 1.1.3.9 should be included as a new policy 7.27, under the implementation and interpretation section, to specify OP criteria for settlement area boundary expansions and adjustments in the town.	Modified
28	7.28	Municipalities should engage with Indigenous communities and coordinate on land use planning matters, as per PPS policy 1.2.2.	MMAH	PPS policy 1.2.2	Suggest adding a commitment to engage Indigenous communities with traditional territory in the area on land use planning matters that may affect them as a new policy 7.28 under the implementation and interpretation section to be consistent with PPS policy 1.2.2.	Modified

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
29	Schedule A	Draft Schedule A shows two potential areas for settlement area boundary expansions; however, it is unclear whether the requirements of PPS policy 1.1.3.8 have been satisfied.	MMAH	PPS policy 1.1.3.8	The province requires the planning analysis that resulted in the identification of the two potential areas for settlement area boundary expansions so that PPS consistency can be evaluated.	Refer to Discussion Papers XX and Staff report DEV 38-2021 for the Town's analysis to support the settlement area expansions.
30	Schedule A	The OP proposes to rename the current 'Agricultural' designation to 'Rural'. In the PPS, <i>Prime agricultural areas</i> represent large, generally contiguous blocks of land that enable current and future opportunities for agriculture. The PPS requires prime agricultural areas be protected for long term use for agriculture and sets out specific criteria for when land can be removed from prime agricultural areas (PPS section 2.3.5). The PPS definition for <i>prime agricultural areas</i> means: "areas where <i>prime agricultural lands</i> predominate. This includes areas of <i>prime agricultural lands</i> and associated Canada Land Inventory Class 4 through 7 lands, and additional areas where there is a local concentration of farms which exhibit characteristics of ongoing agriculture." Based on a cursory review of available soils and land use mapping, several of the areas currently designated as 'Agricultural' in the OP appear to exhibit characteristics of a prime agricultural area, as defined by the PPS. It is not clear how the lands to be designated as 'Rural' are not part of the prime agricultural area.	OMAFRA	PPS section 2.3	We appreciate the information and context for the OP that is provided in the Discussion Papers. However, Discussion Paper #5 (Rural) does not appear to provide any analysis to show how it was determined that the areas currently designated 'Agricultural' in the plan are not within a prime agricultural area.  The town needs to provide more planning justification to support the proposed 'Rural' land uses designations for these areas. If it is determined that some areas should be designated as a prime agricultural area, this will require updates to the plan's policies to be consistent with Section 2.3 of the PPS. We suggest a meeting be set with MMAH, OMAFRA and the Town of St. Marys to further discuss this matter.	Maintain Agriculture designation.

Revisions Suggested to Implement the Planning Act, Provincial Policy Statement, 2020 and Provincial Plans						
Item	OP Policy Number	Comments/Concerns	Related Provincial Ministries	Reference to Planning Act, PPS or Provincial	Proposed Revision	Town of St. Marys Response
31	All Schedules	OP schedules should contain the most current information with regards to natural heritage and resource data to ensure effective implementation of the PPS.	MNRF	PPS Section 2.0	Suggest reviewing the provincial natural heritage and resource data available through the Land Information Ontario (LIO) website ( <a href="https://www.ontario.ca/page/land-information-ontario">https://www.ontario.ca/page/land-information-ontario</a> ) to ensure the schedule mapping is using the most up-to-date information.	Most up to date data and mapping used for OP schedules.
32	General	There are references throughout the OP to former names of provincial ministries that should be updated before adoption. The following lists the former and current names of provincial ministries that are referenced throughout the OP: <ul style="list-style-type: none"> <li>The Ministry of Environment / Ministry of the Environment / Ministry of the Environment and Climate Change is now the Ministry of the Environment, Conservation and Parks.</li> <li>The Ministry of Northern Development and Mines is now the Ministry of Energy, Northern Development and Mines.</li> </ul>	MMAH, MECP, and ENDM	N/A	Suggest revising references to provincial partner ministries throughout the OP to refer to current ministry names, or alternatively to "the province". Specifically, we suggest revising the following OP policies listed as indicated: <ul style="list-style-type: none"> <li>"Ministry of Environment" to "Ministry of the Environment, Conservation and Parks" in OP policies 3.1.3 h) and 3.6.2.2. a).</li> <li>"Ministry of the Environment" to "Ministry of the Environment, Conservation and Parks" in OP policies 3.6.2.4 and 3.6.2.7.</li> <li>"Ministry of the Environment and Climate Change" to Ministry of the Environment, Conservation and Parks in OP policy 3.5.3.7.</li> <li>"Ministry of Northern Development and Mines" to "Ministry of Energy, Northern Development and Mines" in OP policy 3.5.3.8.</li> </ul>	Modified

CRITICAL PATH – 2021 Official Plan

**Objective:** Enhance residents understanding of the Official Plan with proactive communication

TOOL	TASK(S)	TIMING/STATUS	COST
SOCIAL MEDIA	Boosted Facebook Posts & Tweets: <ul style="list-style-type: none"><li>Survey to residents on Op questions</li><li>Sept 29 Open House Notice &amp; About the OP</li><li>OP (FAQ)</li><li>OP (FAQ)</li><li>OP (FAQ)</li><li>OP (FAQ)</li><li>Oct 26 Public Meeting Notice</li><li>OP (FAQ)</li><li>OP (FAQ)</li></ul>	Aug 25 Sept 8 Sept 9 Sept 16 Sept 23 Sept 30 Oct 6 Oct 14 Oct 21	\$150
	Paid Facebook and Instagram Ad Campaign <ul style="list-style-type: none"><li>OP Education</li></ul>	Sept 8 – Oct 26	\$350
EMAIL	<ul style="list-style-type: none"><li>Survey to Staff on Top FAQ's received</li></ul>	Aug 18	\$0
NEWSPAPER	News release (About the OP) Full page ads: <ul style="list-style-type: none"><li>Sept 29 Open House Notice</li><li>Understanding the OP (featuring FAQ's)</li><li>Understanding the OP (featuring FAQ's)</li><li>Understanding the OP (featuring FAQ's)</li></ul>	Sept 8  Sept 8 Sept 15 Sept 29 Oct 13	  \$449 \$449 \$449 \$449
	Oct 26 Public Meeting Notice	Oct 6	\$449
WEBSITE	Revamp Official Plan Webpage to include: <ul style="list-style-type: none"><li>Official Plan Goals</li><li>Links to other pages &amp; PDF's<ul style="list-style-type: none"><li>Background</li><li>Where are we going (today and next steps)?</li><li>FAQ's (derived from FAQ's from Staff)</li><li>Residential land today vs Residential land after OP is passed</li><li>Industrial, Commercial, Institutional</li></ul></li><li>Discussion papers<ul style="list-style-type: none"><li>How does this discussion paper affect you?</li></ul></li></ul>	Sept 3	\$0

NEWSLETTER	Bi-weekly Ec. Dev enews Friendship Centre Enews Bi-weekly Ec. Dev enews	Sept 9 Aug 25 (?) Sept 23	
SIGNAGE	N/A		
			\$2745

Notes:



# MONTHLY REPORT

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

**From:** Community Services

**Date of Meeting:** 24 August 2021

**Subject:** DCS 27-2021 August Monthly Report (Community Services)

## RECOMMENDATION

THAT DCS 27-2021 August Monthly Report (Community Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### Grant Funding:

- Museum received Young Canada Works Building Careers in Heritage grant to hire an intern from September-February. Recruitment currently underway.
- Senior Services is in the process of completing the 2020-2021 Seniors Active Living Centre year- end report due August 31. The department will return \$1800 in special funding for the replacement of baseboard in the Main Hall of the Friendship Centre. The work was not completed and is required to be returned if the project was not completed within the funded 2020-2021 year.

### Programming/Wellness:

- Camp PRC is over halfway done and still seeing some registration coming in for the last few weeks.
- The Youth Centre will have a soft opening in September with informal activities and will be free for those in Grade's 3-10. There will be open houses where parents can see the space to ensure it is a fit for their child. With the Youth Centre being closed for over a year, a survey will be created asking stakeholders what they would like to see offered to meet the current needs of the community. Organized activities will resume mid to late October.
- Birthday parties will be offered this fall with the ability to add a skate, swim, or food to the group's experience.
- 4,349 swimmers for June and July at the Quarry, numbers are lower as we have experienced unsettled to inclement weather. We are experiencing more drop-in customers.
- Stand up paddleboards have been popular for swimmers this summer.
- Lifeguards continue with weekly first aid and rescue skills training.
- The Aquatics Centre opened August 3, regular Aquafit customers have returned and we have registered many new customers as well.
- Swimming lessons have run smoothly at the Aquatics Centre for levels Starfish to level 4, instructors have done a great job navigating parents in the water assisting their children.
- Working to onboard 8 new lifeguards as we rebuild our lifeguard team, confirmed a Water Instructors Course August 31, September 1, 2 from 2-9pm and arranging facility orientations,



shadow shifts and training (aquatics team member manual and in water skills, rescue and first aid skills)

- Releasing the fall pool schedule late August once the new lifeguard availability is confirmed.
- Museum facilitated a virtual tour of Mohawk Institute Residential School on July 16.
- Staff continue with filming weekly programs for social media.
- Staff have transitioned to and continue with bi-weekly telephone programs in partnership with the Friendship Centre as part of the Community Wellness Program.
- Cultural Services staff met with Doors Open Coordinator at the Ontario Heritage Trust regarding the possibility of an in-person Doors Open event later in 2021. Cultural Services Supervisor and Events Co-Ordinator are moving forward with planning this event for October 2021.
- Museum staff working with Canadian History Ehx to develop a podcast episode about St. Marys, to be released mid-August [Canadian History Ehx – A deep dive into our amazing history \(canadaehx.com\)](https://canadaehx.com)
- The Friendship Centre hosted a variety of outside programs in July including Zumba, Ballroom Dancing, Group Fitness, Discussion Groups and Camp Fire. Inclement weather hampered several programs.
- The Friendship Centre has returned the following programs indoors in the month of August: Men's Strength, Gentle Fitness, Carpet Bowling and Knit and Chat. Zumba, Line Dancing, Ballroom Dancing and weekly Group Fitness remained outside.
- The Friendship Centre staff is in the process of planning for more programs to return indoors throughout the month of September. Staff are looking at a variety of higher risk programs i.e. card, quilting, music to be modified to allow participation by users who have not been able to participate in their favorite programs.
- Working with ice users to finalize ice allocation for the upcoming season.

#### Facilities/Projects:

- Public tender in process for the replacement of the pool hot water boilers, as approved in the capital budget. Closes August 26<sup>th</sup>.
- Sliding doors at Entrances B & D to be replaced, as approved in the capital budget. Project was awarded to Stanley Access Technologies. One entrance will be completed at a time to minimize disruption to patrons entering and exiting the facility. Work should be completed in September.
- The HVAC unit which services the 1/3 hall and youth centre was replaced, as approved in the capital budget.
- The cooling equipment for the Community Centre walk-in fridge was replaced, as approved in the capital budget.
- Ice installation process will begin with starting the refrigeration plant August 20<sup>th</sup>, with the first rental on the Rock Rink scheduled for August 30<sup>th</sup>. The Blue Rink will be installed after the conclusion of Camp PRC Sept. 3<sup>rd</sup>.
- 2022 Recreation Operations capital projects and operating budget preparations under way.

#### Impact/Feedback:

- The follow feedback was received from a community allotment garden participant:  
"I am having such a wonderful time tending my garden allotment. It's amazing and has really made my summer."
- Museum reopened for drop-in, self-guided tours on Tuesday, August 3. The Archives has reopened for pre-booked research appointments. Based on the first 6 days of operations, visitor numbers are up slightly when compared to August 2019.

#### Program Statistics:

- Museum staff responded to 13 requests in July.
- Archives Assistant has digitized, edited, researched and uploaded approximately 375 photos to Picture St. Marys so far this summer.
- Traffic Statistics for “Picture St. Marys” on Our Ontario website is up substantially from 2020.

#### Museum Statistics:

Month/Year	# Visitors to Site	# Visits to Site
May 2021	998	1,172
May 2020	851	1,082
June 2021	1,040	1,255
June 2020	861	1,028
July 2021	1,427	1,628
July 2020	870	1,049

#### Home Support/Community Wellness Statistics:

Service	June 2020 Clients Served	June 2021 Clients Served	June 2020 Units	June 2021 Units
Hot Meals on Wheels	11	11	116	128
Frozen Meals on Wheels	26	22	185	181
Community Dining	0	87	0	320
Telephone Reassurance/Social Connection	27	34	498	386
Grocery Shopping/Food Delivery	15	12	55	37
Fitness	0	64	0	376
Social Phone Program	NA	55	NA	192

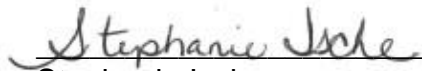
#### Town of St. Marys Online Booking Support Line

Time of Service	Number of Vaccine Support Calls Answered	Number of rides to Vaccine Clinics Arranged/Sponsored
March 1, 2021 – March 31, 2021	210	0
April 1, 2021 – April 30, 2021	90	1

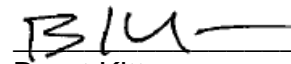
May 1, 2021 – May 31, 2021	51	3
June 1, 2021 – June 30, 2021	113	2

## REVIEWED BY

### Recommended by the Department

  
 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>24 August 2021</b>
<b>Subject:</b>	<b>COR 30-2021 August Monthly Report (Corporate Services)</b>

## RECOMMENDATION

THAT COR 30-2021 August Monthly Report (Corporate Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

The following is an update on the specific strategic departmental plans identified for 2021:

### Fiscal Health (2019) Recommendations

- Updates to be available during the 2022 budget cycle

### KPMG – Reduce Financial Exposure – Community Services

- Community Services booking and financial software implementation working well
- Finance staff will begin assisting with Childcare billing in September

### KPMG – Modernize Finance Work Processes

- Information Systems Strategic Plan project has kicked off. First phase of the project is data collection and internal interviews for current state and needs analysis. This first phase will be completed, with results being discussed internally in early September.

### Tourism & Economic Development

- Tourism website has officially launched

## Monthly Division updates:

### Finance:

- Reconciled 12 bank accounts for the month of July
- Issued 239 cheques and EFTs in July
- Yearend financial reconciliations completed for 2020
- Participating in Staff Survey Recommendations and Implementation process
- Final property tax bills issued
- Added communication to tax bills to sign up for emailing of tax bills; increase in sign-ups noted.
- (2) tenders/RFPs issued in July/August (Park Street Bridge Repairs & PRC boiler replacements)
- August supplementary tax billing run resulted in \$47,800 in municipal revenue from plans submitted by internal staff to MPAC.

- Finance staff continue to work on Customer Service Standards project.
- July 2021 monthly reports sent to VIA Rail head office.
- Number of property sales per month, 2021 vs 2020:
 

○ April 2021:	15	April 2020:	7
○ May 2021:	11	May 2020:	18
○ June 2021	25	June 2020:	17

### **Information Technology:**

- Updated Childcare mailing lists to reflect current team members
- Testing new remote connectivity tool for connecting from outside our municipal facilities
- Modified FMW (budget software) client address for updated java distribution
- Adjusted Library Horizon client for single monitor operation
- Worked with quarry staff to troubleshoot phone issues onsite
- Trial MFA (Multi Factor Authentication) rollout for added user security. Expecting to rollout corporate wide by the end of August
- Migrated at risk storage server
- Removed and replaced flagged, at-risk network device

### **Communications:**

- Media Relations
  - Issued 12 media releases;
    - Civic Holiday Hours
    - Smoke & CO Alarm reminders
    - Yak Shack
    - Aquatics programs
    - Step Three Service Changes
    - Fire Services Training
    - Picnic Program
    - Mohawk Residential School Tour with Museum
    - Siren Testing Notice
    - Gypsy Moths
    - MHSW Event July 24
    - Cadzow Park Splash Pad Closure
- Advertising
  - Print:
    - Continued with weekly Stonetown Crier column
    - Monthly half page Stonetown Supports ad (Food Security)
    - Environmental Assessment full page ad
    - Assisted with I&I update flyers
  - Radio
    - Launched Tourism Radio Campaign:
      - Commercials running on 100.1 The Ranch and Country 106.7 through to end of August
    - Continued coverage of all media releases on St. Marys Radio
  - Digital
    - Launched tourism campaigns
      - Facebook and Instagram running to the end of August
      - To-date results:

Reach	Clicks	Cost
47271	2415	\$389.61

- Google Advertising running to the end of August
- To-date results:

Reach	Clicks	Cost
1583	63	\$75.41

- Website:
  - Top viewed pages: Quarry (18842) Library (7754), Aquatics (2289), Current Opportunities (2165).
  - News Module upgrade preparation
  - Revised and updated 22 webpages
  - COVID-specific page views:
    - 1698 views of COVID-19 page
    - 96 views of Business Resources page
    - 65 views of Community Wellness page
  - New webpages created
    - Tree Donation Program
    - Natural Areas
    - Tree Inventory
  - New Home page banners
    - Recreation Survey
    - New Tourism Website
- Social Media:
  - Continued to share wellness, Covid-19 updates, vaccination updates and resources from HPPH.
  - Top posts:
    - Walk-in clinics
    - Civic Hours
    - Yak Shack
    - Picnic Boxes
    - Aquatics Programs
    - Siren testing
    - MHSW Event
    - Canada Day (Live)
  - 53 new followers on the Town's Facebook page in July
  - 9 new followers on the Town's Twitter page in July
  - 13 new followers on the PRC's Facebook page in July
  - 31 new followers on the PRC's Facebook page in July
    - 6 new followers on LinkedIn page (144 total)
- Other:
  - Monthly OFM educational information continues to be shared
  - Ongoing claiming of Town Google Business listings (14 to date)
  - Ongoing accessibility checking and fixing of Town website
  - Photo editing for Fire Department training exercise at 433 Widder St.
  - Researching Activenet marketing opportunities

### **Tourism and Economic Development Division:**

- Finalized the logistics for the Yak Shack including signage, locking of the kayaks, delivery of equipment to the library and printing of all paperwork required.

- The Yak Shack launched on July 26<sup>th</sup> and has had over-whelming success and positive feedback from users. The Shack will stay active until September 30<sup>th</sup> and will close in preparation for the chillier weather.
- Continuing to work on logistics with the library staff
- Applied to the Canada Community Revitalization Fund on behalf of the Town for funding towards improvements at the Flats for the establishment of a more suitable venue for the Farmer's Market.
- Station Gallery provided an update that in the past 2.5 weeks they've had over 120 visitors. People have come from Maracay Venezuela, Barcelona Spain, Netherlands, Edmonton, Lethbridge, Windsor, Sarnia, Burlington, Hamilton, London, Oakville, Ottawa, Guelph, Petrolia, Toronto and of course St. Marys and vicinity.

#### Events

- Launched Yak Shack with grand opening on July 26
- Created paddle safety week, which included five videos and a water safety demo night
- Working with Perth County Cycling Tour on logistics for September 12 event
- Creating cycling influencers campaign to promote Ontario by Bike
- Starting to plan Doors Open for October 16 plus future Indigenous education/reconciliation events

#### Tourism Student

- Communicating with local businesses to ensure business listings on the new discoverstmarys.ca site is correct
- Creating content for the St. Marys picnic box campaign
- Assisting in the research and organization for the marketing and launch of the new tourism website (including delivery of postcards to surrounding businesses)
- General tourism inquiries at Town Hall
- Making updates to tourism website

#### VIA Services


- Number of Boarding: 44
- Passengers Arriving: 67
- Percentage of Tickets Printed: 40.9%

## SPENDING AND VARIANCE ANALYSIS

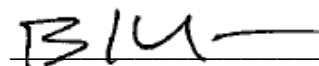
n/a

## REVIEWED BY

### Recommended by the Department

  
 André Morin  
 Director of Corporate Services / Treasurer

### Recommended by the CAO

  
 Brent Kittmer  
 Chief Administrative Officer

## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	André Morin, Director of Corporate Services / Treasurer
<b>Date of Meeting:</b>	24 August 2021
<b>Subject:</b>	<b>COR 31-2021 Transfer Payment Agreement – ICIP COVID</b>

### PURPOSE

To provide Council with the details of the ICIP COVID grant the Town has been successful to receive and request the authority to exercise the transfer payment agreement.

### RECOMMENDATION

**THAT** COR 31-2021 Transfer Payment Agreement – ICIP COVID report be received; and

**THAT** Council consider By-law 74-2021 authorizing the Mayor and Clerk to sign the Transfer Payment Agreement for ICIP COVID funding.

### BACKGROUND

The Town applied for an ICIP (Investing in Canada Infrastructure Program) funding in 2019 for various upgrades and lifecycle replacements in 2019. The Town was not successful in receiving this funding.

In 2020, the Town revised its application and submitted an application under the new ICIP COVID funding program.

### REPORT

The Town submitted an application under the ICIP COVID grant program in 2020 for the replacement of 4 HVAC units at the Pyramid Recreation Centre (PRC). The Town has been approved to receive the following funding for the project:

Federal contribution	\$101,357.60
Provincial contribution	\$ 25,339.40
<b>Total:</b>	<b>\$126,697.00</b>

The Town procured the 4 HVAC units in May 2021, with the tender award being approved in June 2021. The work will be completed by the end of 2021.

The Ministry has now provided the Town with the transfer payment agreement to be signed and authorized for the Town to submit claims to receive the above noted grant funds.

### FINANCIAL IMPLICATIONS

The total net cost (net of HST rebate) is expected to have a total cost of \$198,382.75. The Town's portion of \$71,685.75 was budgeted in the 2021 Capital budget and will be funded from the General Capital Reserve.



## **SUMMARY**

The Town is entering into a Transfer Payment Agreement with Province of Ontario to receive \$126,697 in funding to replace HVAC units at the PRC.

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

n/a

## **ATTACHMENTS**

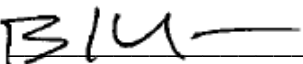
Transfer Payment Agreement – ICIP COVID

## **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 THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

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

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of The Town of St Marys**

**(CRA# 108130089)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

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

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
  - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

### **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) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) 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 conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
  - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

*Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and*

(h) the Recipient has read and understood the Bilateral Agreement.

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

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Paramjit Kaur, Director  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE TOWN OF ST MARYS**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

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

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 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 headings do not form part of the Agreement; they are for information and 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;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

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

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.



**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, 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 is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

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

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

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

**“Eligible Expenditures”** means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“Funding Year”** means:

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

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

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

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

**“Ineligible Expenditures”** means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“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 any Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

**“Ontario’s Maximum Contribution”** means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

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

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

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“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, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

**“Total Financial Assistance”** means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) 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, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

(e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:

(i) To support COVID-19 response and economic recovery efforts.

(f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and

(g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 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, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete each Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

#### **A.4.0 FUNDS AND CARRYING OUT THE PROJECTS**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, 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 A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) 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, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry



standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

**A.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

- (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); 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.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 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 or any Project regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

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

**A.7.5 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 or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
  - (b) coordinating access with any Third Party;
  - (c) assisting the Province to copy the records and documents;
  - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
  - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
  - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

- A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

- A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

- A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.
- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:

- (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 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.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 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:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);



- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

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

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), 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 Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

**A.14.2 Debt Due.** If, pursuant to the Agreement:

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

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

**A.14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

**A.14.4 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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

**A.14.5 Failure to Repay.** 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.

## **A.15.0 NOTICE**

**A.15.1 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” (Specific Information), or as either Party later designates to the other by Notice.

**A.15.2 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 delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

**A.15.3 Postal Disruption.** Despite paragraph A.15.2(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.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada 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 or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **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.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (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.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **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.

#### **A.21.0 GOVERNING LAW**

A.21.1 **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.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in 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.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **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.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **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, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

#### **A.28.0 ABORIGINAL CONSULTATION**

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.



## **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

## **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

## **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
  - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
  - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”**  
**SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2024.**

**B.2.0 MAXIMUM FUNDS**

B.2.1 **Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**B.3.0 ADDRESSEES**

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> CAO/Clerk <b>Address:</b> 175 Queen St. E., ON, St. Marys, N4X1B6 <b>Email:</b> bkittmer@town.stmarys.on.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

## **SCHEDULE “C”**

### **PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

#### **C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

#### **C.2.0 PROJECT STANDARDS**

**C.2.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”  
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1466358499	Replacement of HVAC Units - Pyramid Centre	03/24/2021	\$126,697.00	\$101,357.60	80%	\$25,339.40	20%

## **(b) Project Description**

- (i) Project - Replacement of HVAC Units - Pyramid Centre, case # 2020-11-1-1466358499.

This project will replace 4 aging HVAC units which are compatible with existing building automations controls and existing building infrastructure. This will supply fresh air and provide proper ventilation to manage the risk of airborne pathogens and other hazards such as COVID-19.

The project scope involves replacement of 4 HVAC units (2 for change rooms servicing the ice surface, 1 for the change room servicing the swimming pool, and 1 for the common area) situated on the roof of the Town of St. Mary's Pyramid Centre (sports and community centre) with compatible replacements.

The result of the project will be increased fresh air supply and ventilation in change rooms and common area with patrons who are participating in high intensity activities such as hockey and swimming. This will reduce the risk of infection with airborne pathogens and other hazards such as COVID-19. It will also lower operating costs and energy consumption, ultimately easing the operating financial burden.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
  - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
  - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  - (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,

- (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;



- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;  
and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**



G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

**“Asset Disposal Period”** means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE "I"**

### **ABORIGINAL CONSULTATION PROTOCOL**

#### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

**"Aboriginal Community"**, also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

**"Aboriginal Consultation Plan"** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

#### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan") in respect of each Project.

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

#### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

#### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**

## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

### **J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

### **J.3.0 PAYMENTS OF FUNDS**

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

#### **J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

#### **J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.6.0 HOLDBACK**

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.7.0 FINAL PAYMENT**

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**



## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).



# 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>24 August 2021</b>
<b>Subject:</b>	<b>FD 12-2021 August Monthly Report (Emergency Services)</b>

## RECOMMENDATION

THAT FD 12-2021 August Monthly Report (Emergency Services) be received for information.

## DEPARTMENTAL HIGHLIGHTS

During the month of August (16 July – 13 August 2021) the Fire Department responded to 07 emergency responses most notably:

- Fire – 1 St. Marys
- Pre-Fire – 1 St. Marys
- CO Alarm – 2 St. Marys
- MVC – 1 Perth South
- Automatic Alarm – 2 St. Marys

Fire Chief Attended 01 Calls alone

Average attendance of firefighters per emergency call - 14

St. Marys Firefighters have responded to 70 calls for service (1 January – 13 August 2021) compared to 78 emergency responses last year (1 January – 13 August 2020).

## Inspections

During the month of August (16 July – 13 August 2021) the Chief Fire Prevention Officer (CFPO) has completed the following:

- 0 Complaint
- 7 Follow Up & ongoing
- 2 Safety Concerns
- 1 Requests
- 17 Routine

27 Total

## **Public Education**

- Fire Department staff participated in an open house for Camp PRC "Community Super Hero" Week – 22 children, Sparky visitation, used Bullseye fire extinguisher training system, all while observing COVID19 protocols
- Smoke and CO alarm non-compliance newspaper article
- CTV Newspaper interview and article. 'Life and death: Town's fire chief speaks out amid spate of home blazes" - 04 August 21
- CTV News London TV interview - 04 August 21

## **Training**

- Shore based water rescue practical training
- Auto Extrication
- Structural Firefighting and Command & Control

## **Personnel**

100% of our Firefighters are healthy.

99% of our firefighters have received their second vaccine.

## **Pumper**

Staff has received confirmation from the company that the truck will have to be taken out of service for approximately 3-4 days and taken to Brampton to their shop while the company assess how much work will need to be performed. They will inform staff of what procedures they will have to take to rectify the problems as well as the associated cost to fix the pump. Continuity of services will not be an issue as the Town aerial truck serves as the primary pumper.

## **Genesis Rescue Spreader Tool**

The Genesis rescue spreader tool became unserviceable on the 4<sup>th</sup> of August 21. Cutters sent to manufacturer for repairs. Fire department has a back up set of spreaders.

## **Open Air Burning By-law Highlights**

It was identified in 2017 that the Open Air Burning By-law, By-law 17-2012 needed to be amended to reflect a more descriptive and comprehensive By-law.

The St. Marys Fire Department (SMFD) researched and completed comparison studies with other municipalities to ensure that our amended Open Air Burning By-law, By-law 90-2017 was to encompass the most comprehensive By-law. Thus ensuring no person, within the limits of the Town of St. Marys, shall set, maintain, or permit to be set or maintain an Open Air Burn except as authorized under this By-law.

The Open Air Burning By-law for the Town of St. Marys is designed to regulate conditions under which fires may be set in the open air. It also allows any persons who contravenes any provisions of this by-law and is found guilty of an offence and upon conviction is liable to a fine under the Fire Protection and Prevention Act.

When SMFD responds to complaints of outdoor burning and it is determined that the burning does not comply with this by-law, the person responsible for the fire will be directed to extinguish it or it will be extinguished by SMFD.

In the event that the person responsible for the fire is not complying with the by-law, they may be charged under Schedule A – By-law 90 of 2017.

The following information offers a high level overview of the legislation within By-law 90-2017:

- All instances of a fire being set, maintained or permitted outside of a building are prohibited in the Town.
- If a person wishes to conduct an open-air burn in an outdoor fire container, the person must obtain a permit from the Town.
- The Town will inspect the proposed outdoor fire container and ensure that its size and placement in the yard meets the requirements of the by-law.
- Once in possession of a permit, the fire shall not be larger than 46 cm wide by 46 cm long and 30 cm in height.
- The permit will afford the fire to be conducted between 4:00 pm and midnight.
- The outdoor fire container shall be located on a non-combustible surface extending beyond the unit to a dimension equal to the height of the container.
- The outdoor fire container shall be at least 3 metres from any building structure, property line, tree, hedge, fence, roadway, overhead wire or other combustible article.
  - ➔ Referring to the correspondence in Council's agenda re" firepits, this is the location requirements that guide placement of firepits. Size of lot is a determining factor if these distance requirements cannot be met.
- In instances where the fire will be larger than the above, the Town will inspect and if issued, the permit is for a shorter specific period of time rather than the season.
- At any point that a citizen has a concern about the usage of a campfire, they are asked to contact the Fire Department for follow up.

The revenue generated from Open Air Burn permits to date in 2021 is \$7,450.

Open air fires fueled by wood can be prone to health and nuisance complaints. Utilizing propane or natural gas are great alternatives for a cleaner burning source of fuel.

The City of Stratford approved a by-law similar to St. Marys with a slight twist. Council directed that a three-year period to transition open air burns to the clean burning source of fuel be implemented. Chief Paradis stated that the plan has not come to fruition due to public concern about not being able to hold open-air burns in backyards fueled by wood.

## **SPENDING AND VARIANCE ANALYSIS**

Nothing at time of reporting

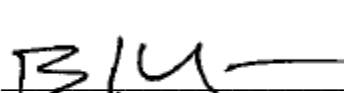
### **REVIEWED BY**

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



Richard Anderson  
Director of Emergency Services / Fire Chief

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



Brent Kittmer  
Chief Administrative Officer



## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Richard Anderson, Director of Emergency Services / Fire Chief
<b>Date of Meeting:</b>	24 August 2021
<b>Subject:</b>	<b>FD 10-2021 Proposed Capital Purchase of an Enclosed Cab Pumper Apparatus</b>

### PURPOSE

The purpose of this report is to provide Council with information regarding the proposed capital purchase of an Enclosed Cab Pumper Apparatus. This information provided will help Council to understand the type of Enclosed Cab Pumper Apparatus that is best suited for our department and for the protection for the Town of St. Marys and Perth South.

### RECOMMENDATION

**THAT** FD 10-2021 Proposed Capital Purchase of an Enclosed Cab Pumper Apparatus report be received; and

**THAT** Council provides approval to the Director of Emergency Services/Fire Chief to begin the process of procuring a new Enclosed Cab, Triple Combination Pumper Apparatus.

### BACKGROUND

In 2018, during budget deliberations Council learned that the Pumper Apparatus was nearing the end of its life cycle and would have to be replaced after the purchase of the Aerial Ladder apparatus.

After review, it was the Fire Chief's assessment that the current capital replacement schedule should be maintained, and that the Aerial Ladder Apparatus was to be replaced before the Pumper Apparatus. The Aerial Ladder Apparatus was purchased, and the truck is the first line of response with the Pumper Apparatus being used as a reserve truck until it is replaced.

The Fire Department's dedicated Pumper Apparatus is a 1998 Freightliner FL-80, 4 door, Top-Mount Pumper. It is a "triple combination" which refers to the apparatus having three components; water tank, high capacity water pump, and hose. The vehicle was purchased in November 1998 at a cost of \$238,000 and has a recorded life cycle of 23 years. Currently, the Pumper Apparatus (Unit #1) is in service as a second line response apparatus.

The vehicle particulars are as follows:

## #1 Pumper – Freightliner FL-80



- Make – Freightliner FL-80
- Year of manufacture 1998
- Current mileage – 36,387.60 kms
- Engine Hours – 1628.30
- Tank Capacity 832 I.Gal or 3782 liters
- Pump capacity 1250 IGPM
- Response – Second line vehicle to #2 Aerial Ladder – Town or Rural
- Pump not used as extensively as #2 Aerial Ladder, less hours on pump

During the 2021 budget deliberations Council reviewed information about the pending equipment purchases for the fire department. This included the preferred method of procuring a replacement pumper truck (new or used). Through this discussion Council provided the following direction to Staff:

*THAT COR 40-2020 Fire Reserve Fund Strategy report be received; and*

*THAT Council provide staff with approval to proceed with the High Priority needs expenditures for the Fire Hall as outlined in COR 40-2020, to be funded from the Fire Hall Upgrades contingency fund; and*

*THAT Council provide staff with the approval to proceed with the Medium Priority needs expenditures for the Fire Hall as outlined in COR 40-2020, to be funded from the Fire Hall Upgrades contingency fund; and*

*THAT Council approves the 2021 increase of \$10,000 to the Fire Reserve Fund transfer; and*

*THAT Council defers the Fire Pumper truck purchase to the 2022 Budget*

This report serves to discuss the proposed replacement approach for the pumper truck.

## **REPORT**

### **Determining Replacement Schedule**

When determining if or when the truck should be replaced, relevant standards are reviewed. The National Fire Protection Association NFPA is the “Expert” in a court of law and their regulations are considered as minimums for the fire service in North America. Underwriters Laboratory Canada (ULC) and Section 21 Committee quote and adopt NFPA regulations.

In this case, the NFPA 1911 Annex D provides the following recommendation:

*“It is recommended that apparatus manufactured prior to 1991 that is less than 25 years old, that has been properly maintained, and that is still in serviceable condition should be placed in reserve status and upgraded to incorporate as many features as possible of the post-1991 fire apparatus. Apparatus that was manufactured to the applicable NFPA fire apparatus or that is over 25 years old should be replaced.”*

Based on a review of the standards, the expected replacement year of the Pumper Apparatus should be 2023. In the 2021 Capital Budget it plans for the Pumper Apparatus will be replaced in 2023.

As stated previously, our existing Pumper Apparatus is 23 years old with 36,387.60 kms. The last two lines of the NFPA 1911 Annex D indicate that the truck should be replaced and goes on to explain why. Most importantly, it is a generally accepted fact that fire apparatus, like all types of mechanical devices, have finite life. The length of the life depends on many factors, including vehicle mileage, engine hours, quality of the preventive maintenance program, and the quality of the driver training program.

Currently there are several issues with the Pumper Apparatus:

- The Pumper Apparatus is nearing its life expectancy.
- To date we have been very fortunate with repair costs kept to a minimum.
- Given the age and mileage on the Pumper Apparatus, the pump, engine or transmission are most likely to sustain mechanical failure.
- The original vendor, Freightliner, have stated that parts are difficult to find and purchase.
- The Pumper Apparatus has been relegated to a second line vehicle and is used sparingly.
- Life expectancy is dependent on annual maintenance and on yearly pass of ULC pump test – 2021 Annual Pump test failed to draw a vacuum. At the current time staff is waiting to see when the vehicle can be scheduled to be transported to the vendor's repair facility in Brampton. Mechanics will evaluate the situation and provide an accurate quote to repair. Estimated range for repairs is from \$3,000 to \$20,000 plus.

If the equipment were ordered in 2022, anticipating delivery in 2023, the replacement cost of a new Enclosed Cab Pumper would be an estimated \$650,000 CAD plus taxes. \$650,000 is proposed in the Capital Budget plan.

Due to the fluctuation in the dollar exchange and based on recent manufacturing increases, the vendor is suggesting that the cost could increase by 4-8% over the next year. This is not taking into consideration possible tariffs that could be implemented in that time.

Preliminary market research has revealed that our existing Pumper Apparatus could only be sold for approximately \$5,000 to \$10,000 depending on the outcome of the diagnostics. This is not much of a return but could be looked at a substantial savings in repairs.

The Town's Pumper Apparatus will exceed that life in 2023 and as such it is staff's recommendation to move forward with the process of procuring a replacement now to ensure delivery of a new vehicle in 2023.

The balance of this report addresses the preferred type of vehicle to be procured, and the preferred procurement approach for a replacement Pumper Apparatus.

### **DISCUSSION #1: Type/Style of Truck to Purchase**

Pumper Apparatus, or fire engines, are the workhorse of any fire department's fleet of emergency vehicles. These are the units that are set up for long hours of pumping at major fire scenes. Investing in a custom unit that meets the unique needs of our department and our community is an invaluable asset for all on the response team.

To assist in the review of a new Pumper Apparatus, the Fire Chief struck an internal committee consisting of members of the volunteers to help assess the new Pumper Apparatus.

### **Use of the Pumper Apparatus:**

St. Marys Fire Department (SMFD) personnel agree that the standard Pumper Apparatus transports firefighters to the scene, provides a limited supply of water with which to fight the fire, and carries equipment needed by the firefighters for most firefighting scenarios. The tools carried on the Pumper



Apparatus are based on many factors including the size of the department and the usual situations the firefighters handle. For example, our department is located near large bodies of water or rivers and we have water rescue equipment. Standard tools found on nearly all fire engines including ours have ladders, rescue tools, floodlights, fire hose, fire extinguishers, self-contained breathing apparatus, and thermal imaging cameras.

Our Pumper Apparatus has a fixed deluge gun, also known as a master stream, which directs a heavy stream of water to wherever the operator points it. An additional feature of Pumper Apparatus is their preconnected hose lines, commonly referred to as preconnects. The preconnects are attached to the engine's onboard water supply and allows firefighters to quickly mount an aggressive attack on the fire as soon as they arrive on scene. When the onboard water supply runs out, the engine is connected to more permanent sources such as fire hydrants or tankers and can also use natural sources such as rivers or reservoirs by drafting water.

Since purchasing the Pumper Apparatus in November 1998, the Town of St. Marys Fire Department has used the Pumper Apparatus for virtually every emergency response received. It has transported firefighters safely to and from calls, helped to deliver the water necessary to extinguish countless structural and wildland fires, and carried the necessary rescue equipment for the firefighters to perform their duties.

The Pumper Apparatus has also been used for water supply as a fire pump and as a pumper in a relay chain of pumpers that provide water to a fire incident over a distance from the water source to the incident location.

### **Type of Truck to Purchase: “TCP” with an Enclosed Cab**

The preferred type (or style) of Pumper Apparatus to purchase is known as a “triple combination pumper” (TCP) which refers to the apparatus having three components; water tank, high capacity water pump, and hose. In addition, it is preferred to acquire a Pumper Apparatus with an Enclosed Cab. The enclosed top-mount pumpers put the operator and the pump panel controls inside the custom cab with an unobstructed and clear view of the scene. Winter changes everything for emergency responders, which is why an enclosed top mount pumper will keep our personnel protected from the elements.

The NFPA outlines the requirements for a piece of apparatus necessary to function as a TCP in NFPA Standard 1901, The Standard for Automotive Fire Apparatus. Here is a summary of the Triple Combination Pumper requirements as detailed in Chapter 9 of the standard:

- Fire pump with a minimum capacity of 750 gallons per minute
- Water tank with a minimum capacity of 300 gallons
- Hose storage area capable of accommodating 800 feet of 2.5 inch or larger fire hose; two hose storage areas, each with a minimum of 400 feet of 1.5 inch or pre-connected hose lines
- Enclosed compartments with a minimum of 40 cubic feet for equipment storage
- One folding, two extension, and two roof ladders totaling at least 115 feet.
- A minimum of 20 feet of suction hose or 15 feet of supply hose for drafting water. If hard suction hose is provided, a suction strainer shall be furnished, and the friction and entrance loss of the combination suction hose and strainer shall not exceed the losses listed in NFPA 1901.

**Popularity:** The enclosed top-mount pumpers position the operator panel inside the custom cab, to keep personnel crew protected from the elements and provide a clear view of the scene at hand.

The vehicles come in a four-door custom chassis with an extended raised roof over the crew seating area that raises and lowers over a stationary pump operator's panel. The pump house is separate from and most times located aft of the crew cab.

**Size and Weight Limitations:** Manufacturers report the overall length of a TCP ranges from 30 to 38 feet with wheelbases between 200 and 260 inches.

TCP's are usually limited to 31,000-pound rear axle and 21,000- to 23,000-pound front axle ratings. Weight distribution is crucial to ensure axles are not overloaded. In-service weights may be very close to the quint's maximum gross vehicle weight rating (GVWR). Limited space and axle ratings usually determine what options are available and the amount of equipment carried. The various materials used in apparatus construction (e.g., steel or aluminum for the aerial; aluminum, steel, polymer, or composite materials for the body and the cab) present inherent weight differences and advantages/disadvantages. The SMFD plan to use the vehicle for its intended purpose and not to place more equipment than what is meant for it.

**Tank size:** Pumper booster tank capacities average between 500 and 1,000 gallons. The smallest size that the ISO and the NFPA acknowledge is 300 gallons, which is common on TCP's.

**Custom versus Commercial:** With budgets being tight and new apparatus costing well into the six-figure range, fire departments everywhere are looking for ways to save. When it comes to building a new apparatus, one way that fire departments have been able to cut costs is by using a commercial chassis. 9 key comparisons to consider before making a decision:

- Price - Custom chassis will cost about \$30,000 more than a commercial option
- Seating space - Commercial chassis seats five people and custom chassis typically fits six
- Turning radius - Having a front axle behind you on a custom chassis will clearly help the turning angle and reduce the wheelbase.
- Length - Most commercial 4-door chassis require 2-3 more feet in overall length primarily due to engine forward configurations. Custom will allow you to build a more compact apparatus.
- Apparatus height - custom chassis has a 10' roof. A commercial chassis, the frame typically sits 6-8" lower.
- Service – whether it is a commercial or custom build the manufacturer will provide satisfactory serviceability.
- Paint Finish - Commercial chassis paint quality is good, and custom has more variety and sometime better warranty.
- Safety Features - A custom chassis typically has higher crash test standards and offers more safety features such as air bags. Both commercial and custom chassis typically offer electronic stability control.
- Construction and Weight - Custom chassis are made with bent or extruded aluminum, while commercial chassis are more likely to utilize formed metals and fiberglass.

**Ground Ladders:** According to NFPA 1901, Standard for Automotive Fire Apparatus, the NFPA requiring TCP's to carry a minimum of 115 feet of ground ladders. Any combination, size, or quantity will suffice as long as it includes at least one folding, two extension, and two roof ladders.

**Supply Hose:** The NFPA requires engines to carry a minimum of 800 feet of 2½-inch or larger hose with a minimum cubic footage of space required. Most engines are delivered with main hose bed capacities ranging from 1,200 to 1,500 feet; larger capacities are common in suburban and rural areas. The manufacturers state that, on a TCP, an 800-foot main hose bed capacity is the average requested (and probably all that is offered or will fit).

**Attack Hose (1½-, 1¾-, or 2-inch):** NFPA 1901 requires two storage areas of 3½ cubic feet each for preconnected attack hose and a minimum of 400 feet of hose carried. Multiple preconnects are commonplace; many fire departments carry more than a half dozen, including multiple attack and

backup lines, blitz lines with portable monitors, short supply lines for standpipes or with leader line wyes, and even long lines.

**Compartmentation:** Pumper Apparatus have large bodies into which manufacturers, at the request of customers, load as much equipment as possible without overloading axles. Most have 140 to 160 cubic feet of enclosed equipment compartments, far exceeding the NFPA requirement of 40 cubic feet (which also applies to pumpers).

If planning to carry all the equipment normally carried on a Pumper Apparatus, it has to be well planned. Everything may not fit in one oversized pumper body. Some equipment is duplicated and may not be required. SMFD would like to have a manufacturer bring a demonstrator TCP to our fire department to help determine what we may want to replace or combine. Load the TCP with the equipment we must carry; then attempt to load what we want to carry. Then decide what equipment we may have to leave behind.

Almost all manufactures of TCP's (90 percent) have generators.

## **DISCUSSION #2: Procurement approach (Purchase New or Purchase Used?)**

### **Option #1 Purchasing a New Unit:**

Everyone would like to purchase a new Fire Truck. Firefighters especially would like to get a new fire truck in their fire hall. From a municipality perspective, it is one of the most expensive investments you will make in a fire department, in the \$500,000 to \$1 million range.

Here are some of the advantages of buying a new fire truck.

- Manufactures warranty which covers just about everything on the truck for the first years. Additional warranties may be available as well.
- Factory staff training is provided by all manufactures.
- You get to design the truck and options.
- Parts will be current and available from the supplier and the dealer.
- Latest technology. This includes safety and operations.
- You know you have 25+ years of service so if you amortize the price over twenty years.
- Being the first owner, so no unknown history.
- Stock units are often available, and these can often get you a great truck.

Some items to be aware of when buying a new truck.

- Don't buy more truck than you need.
- Maximum height and length.
- Budget - Find the Pumper apparatus that meets the needs for our community within our budget.
- Delivery is usually 12 - 14 months.

### **New Truck Option**

To replace our existing truck with a new truck, we would be looking at an Enclosed Cab, Triple Combination Pumper Apparatus. This is one of the most available TCP's on the market today. The style of vehicle fits with the SMFD concept of a simple and robust fleet.



Current stock models are around \$650,000 plus tax. They come with a full one-year warranty on manufactured parts, 10 years on the body structure and paint, 5 years on the engine and transmission, and 3 years on the fire pump.

Parts are readily available for wear or accident replacement, and the vehicle would meet the latest current DOT, NFPA and ULC safety requirements.

This truck would last us the 25 years allowed because we would be the first owner.

### **Option #2: Purchasing a Used Unit**

If you don't have the budget for a new truck, a good used truck is your next best option.

Here are some advantages of buying a used fire truck.

- Determine what truck is right for our community.
- Price usually 2/3 or less that original cost depending on age and mileage.
- Break-in period is over.
- It is usually well-equipped, and it comes with slide out trays, shelves to accommodate our tools.
- Quick delivery.

Some items to be aware of when buying a used truck.

- Not older than 15 years old (2006) so you have some good life left in the truck.
- Funds to travel to see the truck when one comes available approved. Usually \$1,500 per person going to see the truck.
- Get a reputable fire truck dealer to help you confirm the used truck is a buy and in good shape. Have funds to bring one of the reps with you when you go to look at the unit. Good trucks don't last long on the market.
- Because of the short window to get a truck when it's on the market, secure pre-approved funds by Council representing the cost of a top price so that when a truck comes available you can commit to buy it immediately. We can't look at any trucks until we have funds in place.
- Be prepared to pay for the used Pumper Apparatus in full before it ships from the selling municipality or company. There is usually no discussion on this part.
- Make sure the manufacturer is still in business so you can buy parts and more importantly, you can get a Letter of Recall, one of the documents required to import the truck into Canada if it's in the USA.

- Allow a contingency fund of at least \$15,000 to change fire pump threads to Ontario threads, change pump pressure and vacuum gauges to dual scale, RIV inspection and some monies for any items required for RIV approval.
- Keep an annual budget of \$10,000 for proper maintenance.

Current cost for a good used Pumper is around \$152,000 CAD plus tax (2004 found example nothing newer at the time of report). The warranty will be limited to one year. It will meet the NFPA standard for the year it was built. This will not have as high of a fire fighter safety factor as a new Pumper Apparatus, but much better than we currently have with our existing Pumper Apparatus.

Some of the technology will not be up to date as a new Pumper Apparatus noted above.

Parts will start to get hard to obtain and have long lead times as the truck gets older.

The truck could be brought up to meet DOT standards. It could be brought up to the NFPA standard when it was built. May not be able to be ULC certified.

### **Other Items to Consider Whether we Purchase New or Used:**

**Service:** Whatever we do, we need to create a service contract with the vendor along with the purchase. Cost is around \$2,000 annually. This will ensure all regular maintenance is completed. The advantage of this approach is that we are assured that annual service and repairs are done by certified Fire Apparatus technicians. Most importantly there are records of service in case we are ever asked to provide documentation of service and maintenance. It is also a requirement of NFPA and ULC.

**Training:** We should ensure we get all our fire fighters training on the operation of the truck. We can key in on certain individuals to be responsible for the truck so it is kept properly maintained and operational.

Regular training should be for 3 day maximum and most dealerships include this in their cost. This cost is valued around \$2,500.

## **FINANCIAL IMPLICATIONS**

### **Truck Purchase:**

**New** - The forecasted cost for an Enclosed Cab, Triple Combination Pumper Apparatus is **\$650,000** CAD plus taxes for a new commercial model truck if it were ordered in 2021.

**Used** - The forecasted cost for a used Enclosed Cab, Triple Combination Pumper Apparatus is approximately **\$152,000** CAD plus taxes.

The Town of St. Marys has a fire service contract with the Township of Perth South. Under that agreement, the Town is eligible to recover a portion of the capital equipment costs for the fire department.

The current reserve fund projections with the option for a new pumper are included below:

			2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Reserve Continuity (000's)</b>															
Opening Balance			-242	15	164	-334	-172	-144	-54	92	242	-143	12	173	338
Interest earned (2%)			7	0	3	-7	-3	-3	-1	2	5	-3	0	3	7
Annual Reserve Contribution - Equipment				148	149	152	153	156	157	159	161	163	166	167	169
Annual Contribution - Debt payment			278	140	139	136	135	132	131	129	127	125	122	121	119
			43	303	455	-53	113	141	233	382	535	142	300	464	633
Annual Capital Spend			-28	-39	-655	-8	-122	-63	-10	-11	-551	-5	-5	-5	-5
Equipment Grants/Donations/Sales				40	5	25									
Fire Hall debt - DC recoverable				43.0	42.0	42.0	41.0	41.0	40.0	39.0	39.0	38.0	38.0	37.0	36.0
Debtenture payment				-183	-181	-178	-176	-173	-171	-168	-166	-163	-160	-158	-155
<b>Ending Balance ('000)</b>			<b>15</b>	<b>164</b>	<b>-334</b>	<b>-172</b>	<b>-144</b>	<b>-54</b>	<b>92</b>	<b>242</b>	<b>-143</b>	<b>12</b>	<b>173</b>	<b>338</b>	<b>509</b>

## SUMMARY

The high cost of fire apparatus has created various challenges for municipalities, fire departments and fire chiefs as there is a need to balance the cost of apparatus with the benefits provided by the vehicles. Departments are frequently asked to justify the expense of certain apparatus in comparison with their usage.

Pumper Apparatus transport firefighters, carry hose, tools, ladders and pump water. Besides having the capability to deliver potentially the equipment necessary for rescuing people with the reach of ground ladders, they provide elevated streams from a fixed deluge gun, to reach to buildings where road access and terrain create problems.

Pumper Apparatuses are often used to carry special equipment not frequently used but essential in certain circumstances. Although some types of incidents are infrequent, fire departments are expected to perform with competence when called to them. This is accomplished through training but also requires having the proper equipment for the job.

The equipment being produced today to protect firefighters is outstanding. Manufacturers are working to improve the performance of the items designed to offer the most protection. The only way to maximize the benefits is to keep up with advances and continually look at the improvements being made. Those in leadership positions must constantly fight for the resources needed to acquire the most advanced protection available.

The St. Marys Fire Department's Freightliner FL-80 Pumper Apparatus, built in 1998, is currently 23 years old with 36,387.30 kms and 1,628.30 engine hours. According to NFPA 1911 Annex D our Pumper Apparatus will exceed its life expectancy in 2023.

When you compare purchasing a new versus used apparatus like this, you must take into consideration numerous items such as: price, delivery time frame, the service life of a new vehicle, associated warranties, parts are readily available for wear or accident replacement, does the vehicle meet the latest current DOT, NFPA and ULC safety requirements.

The Fire Chief's recommendation to Council is that the Town purchase a new Enclosed Cab, Triple Combination Pumper Apparatus allowing the St. Marys Fire Department to perform our duties in the safest, most reliable manner for the next 20 plus years.

## STRATEGIC PLAN

☒ Not applicable to this report.

## OTHERS CONSULTED

André Morin – Director of Corporate Services / Treasurer

## REVIEWED BY

**Recommended by the Department**

**Recommended by the CAO**



Richard Anderson  
Director of Emergency Services / Fire Chief



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>24 August 2021</b>
<b>Subject:</b>	<b>HR 13-2021 August Monthly Report (Human Resources)</b>

## RECOMMENDATION

THAT HR 13-2021 August Monthly Report (Human Resources) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### Recruitment

- Currently recruiting for a Legislated Services Assistant, Contract Finance Clerk, Customer Service Coordinator (Service Ontario) and Early Childhood Educators, Educator Assistants and Supply staff for the Childcare Centre.
- Prepared and issued employment packages for Program Assistants (Camp PRC), a Casual Library Clerk, Lifeguards, and a Volunteer Firefighter.

### Employee Engagement

- Planning and prioritizing recommendations from the Employee Engagement survey by assigning short term initiatives to committee members. As a result, planning for a very short employee recognition survey to be launched to staff in the fall.
- Continuing to plan for the Mayor and CAO BBQ.

### HR Systems

- Completing a corporate review of all the newly revised job descriptions before sending them to the compensation consultant for evaluation as the compensation project continues.
- Completed 2 exit interviews with departing staff. Preparing to get exit interviews completed for all soon to be departing seasonal staff.
- Working with the Community Services Department, transitioning our Guest Services staff back to the workplace after being off due to COVID restrictions and provincial shutdowns.
- Supported the Community Services Department through a non-occupational, accommodation request.

### Health and Safety / Training

- Internal HR training to get the HR Generalist completely trained to be a backup for our payroll process.
- In collaboration with WSIB, completed a Return-to-Work plan for a Team Member to come back to work ensuring all duties are consistent with their abilities.

- Registered new JHSC Members for JHSC Certification training (part 1 & 2).

#### Payroll and Benefits

- Met with our Corporate Auditors for the 2020 payroll audit.
- Completed the Annual Occupation & Earnings Audit as requested by Equitable Life.
- Set up a monthly tracking and invoicing process for Camp PRC Program Assistants so that the information is available to create monthly invoices which are submitted to the City of Stratford. July invoices were created and submitted.
- Submitted documentation for reimbursement as part of the provincial COVID related paid sick days to WSIB for July.

### **SPENDING AND VARIANCE ANALYSIS**

None to report.

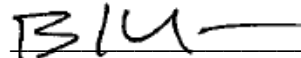
### **REVIEWED BY**

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



Lisa Lawrence  
Director of Human Resources

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



Brent Kittmer  
Chief Administrative Officer



# MONTHLY REPORT

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

**From:** Public Works

**Date of Meeting:** 24 August 2021

**Subject:** PW 61-2021 August Monthly Report (Public Works)

## RECOMMENDATION

THAT PW 61-2021 August Monthly Report (Public Works) be received for information.

## DEPARTMENTAL HIGHLIGHTS

### General Administration

- Green Committee
  - There is no Green Committee meeting scheduled for August.
  - The Green Initiative Awareness Program Framework will be presented at the August 24, 2021, Council meeting.
- Traffic and Parking
  - Documentation prepared for an amendment to the Traffic and Parking By-law to address operational concerns that have been flagged since the last by-law review.
  - Coordinated with the Planning Department to finalize the Comprehensive Parking Review Report and provided recommendations for implementing the on-street and municipal parking lot concerns.
  - Preparing 2021-2022 parking permit system materials for October launch date, existing permits expire on October 31, 2021.
  - Vision Zero report to be presented to the Community Policing Advisory Committee in September.
- Procurement
  - Turf maintenance, forestry maintenance and the fuel contract all expire on December 31, 2021. Staff are drafting the procurement documents and will begin to release the tenders.
- Budget
  - Preparing 2022 Operational and Capital Budgets

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

- One (1) watermain break.
- Two (2) water service repairs.
- One (1) hydrant replacement due to contractor damage.
- Clarifier No. 3 prepared for sandblasting and painting.
- RAS pump received and being installed at WPCP.
- Landfill Environmental Compliance Approval for interim fill capacity submitted for MECP review
- Environmental assessment for future solid waste disposal needs submitted to Ministry and initiated public review period through to October 1, 2021.

## **Public Works Operations**

- Prepare roads for surface treatment activities
- Ditching activities along Emily Street near Thamesview Crescent
- Equipment maintenance (boom flail cylinder repairs, annual safeties for all large equipment)
- Assist with the installation of the Yak Shack at the Flats
- New gates installed at the MOC and Landfill
- Gravel shoulder grading
- Street sign repairs
- Assist with the earthworks at the Landfill site

## **Parks, Trails, Tree Management, Beautification and Cemetery**

- Tree management, trail maintenance and playground maintenance are all ongoing
- Stump grinding to take place throughout July and August
- Annual string trimming of weeds commenced
- Meadowridge Natural Area:
  - Trail to be installed mid-August to early September
  - Planting of trees to take place in September
- Provide assistance at the ELC with grounds maintenance (turf upgrades, tree clean up, new sandbox etc.).
- Cemetery Statistics (April – June)
  - 9 cremation interments (8 cremation burials, and 1 columbarium)
  - 6 burials (2 with no vault, and 4 with vault)
  - 13 interment rights sold (5 for columbarium, 8 for plots)

## **Capital Projects and Engineering**

- Park St. Bridge tender deadline revised to August 27, 2021 and construction deadline to May 24, 2022.
- Elizabeth/Waterloo project substantially complete. Working with contractor to correct some deficiencies.
- Servicing vacant lot on James St. S will result in road closure and detour August 17-19.
- Bell Canada completing various upgrades throughout Town to service new developments.
- Electrical, streetlight and telecom servicing on Egan Ave anticipated in August from Peel St. to Wellington St.
- B-Annual bridge inspections completed in August.
- Quadro project mainline work complete. Individual service installs and surface restoration work continuing.
- Asphalt surface treatment completed on Widder St. W, Ingersoll St., Ontario St. N., and Peel St. S.

## **SPENDING AND VARIANCE ANALYSIS**

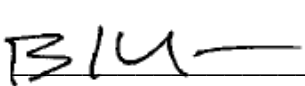
None.

## **REVIEWED BY**

### **Recommended by the Department**

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

### **Recommended by the CAO**

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

## FORMAL REPORT

<b>To:</b>	Mayor Strathdee and Members of Council
<b>Prepared by:</b>	Morgan Dykstra, Public Works and Planning Coordinator
<b>Date of Meeting:</b>	24 August 2021
<b>Subject:</b>	<b>PW 62-2021 Green Initiative Awareness Program</b>

### PURPOSE

To present the Green Initiative Awareness Program created by the Green Committee and seek Council's approval to implement the program.

### RECOMMENDATION

**THAT** PW 62-2021 Green Initiative Awareness Program report be received;

**THAT** Council approves the Green Initiative Awareness Program Framework;

**THAT** the first Call for Submission be scheduled for February of 2022; and,

**THAT** Council delegates authority to the Green Committee, its designate as it relates to Council's responsibilities outlined in the Green Initiative Awareness Program.

### BACKGROUND

The Green Committee has expressed its desire to understand what green initiatives are taking place in St. Marys by businesses and individuals, and how those actions can be recognized and promoted by the Town.

In March 2020, Council approved the Committee's request to explore creating a recognition program, and passed the following resolution:

***Resolution 2020-03-10-19***

***Moved By Councillor Luna***

***Seconded By Councillor Craigmile***

***THAT*** PW 18-2020 Develop a Green Initiative Recognition Program report be received;

***THAT*** Council authorizes the Green Committee to investigate creating a Green Initiative Recognition Program; and,

***THAT*** Council task the Green Committee with the creation of a Green Recognition Program framework for Council's consideration.

***Carried.***

### REPORT

Upon Council's approval to develop a Green Recognition Program framework, the Committee has held several working sessions to design a program framework for Council's consideration.

On June 23, 2021, the Committee held its final working session and finalized the program details, the Committee passed the following resolution:

**Resolution: GC-2021-06-05**

**Moved by Fred Stam**

**Seconded by John Stevens**

**THAT** PW 51-2021 Green Initiative Education Program Framework report be received; and,

**THAT** the Green Committee recommend to Council:

**THAT** Council approve the Green Initiative Awareness Program Framework;

**THAT** the program launches in February 2022; and,

**THAT** as it relates to the Green Initiative Awareness Program, Council names the Green Committee as its designate.

**Carried.**

Please see **Attachment A: Green Initiative Awareness Program**, to view the proposed program details. The remainder of the report will outline program highlights.

#### Program Purpose

A fundamental question that has been considered by the Committee is the purpose of a “green initiative program”. The Committee evaluated whether the intent is to recognize businesses and individuals for their efforts or provide more awareness for green initiatives and how the local community can implement their own initiatives.

The Committee raised some concerns implementing a recognition focused program, especially with respect to how submissions for recognition will be evaluated, and how the Committee will select which submissions will be recognized, and whether the Town uses a one-time thematic award or a rating system. Through this discussion, the Committee was of the consensus that their intent is to develop a program to educate the local community on how to be green, and to achieve that goal, the Committee should consider an approach that seeks to raise awareness as it relates to green initiatives.

As such, the program being presented is titled, “The Green Initiative Awareness Program” which seeks to educate the St. Marys Community on how to be green by featuring local initiatives that mitigate or adapt to climate change to encourage sustainability practices within the Town of St. Marys.

#### Implementation Timelines

The Green Initiative Awareness program will be featured twice per calendar year:

- Call for submissions in February and August
- Featuring of initiatives in April (align with Earth Day) and October (align with Waste Reduction Week).

Should Council approve the Green Initiative Awareness Program, staff are recommending that the program launch in February 2022. A February launch date provides lead time to establish the first call for submission eligibility and criteria themes, develop supplementary materials, design a webpage and communications plan.

#### Eligibility and Criteria

For each call for submission, the Town will establish a theme for eligibility and initiative criteria. For example, the eligibility may vary, where the Town may request that the submissions be from small businesses, larger enterprises, or local citizens. Furthermore, the Town may require the submissions align with a specific theme such as solid waste initiatives, energy management initiatives or building

retrofit initiatives. The idea is to target specific themes to ensure the submission material is not open-ended and can be easily grouped together for messaging purposes.

There will be additional criteria for each submission:

- It can be demonstrated that the initiative either adapts or mitigates climate change in some manner in that it reduces non-recyclable waste and/or reduces the carbon footprint.
- The initiative involves either an investment of time or money.
- The submitter is willing to share information related to the initiative.
- Initiatives are not the result of mandated changes as required by the Province of Ontario, or the Government of Canada.

The Program Framework assigns Council the responsibility for determining eligibility and criteria themes.

### Review

The Program framework delegates the authority to review the submissions and select initiatives to Council. The approval body will retain the right to not feature a program, however, the approval body will provide an explanation to the submitter detailing why the Town is choosing to not feature their initiative. An initiative may not be featured because it does not fit the criteria, or the project does not align with the Town's strategic priorities.

### Featuring Green Initiatives

Approved initiatives will be featured on the Town's website, and the St. Marys Independent. The website will act as a resource for fellow community members who may wish to implement similar initiatives. The Town may ask the submitter to feature their initiative (why they're pursuing this project, how other's can implement etc.) through other platforms like social media or video content. Additional promotional activities may be considered on a case-by-case basis.

### Designated Authority to the Green Committee

The proposed program framework assigns Council the responsibility of determining eligibility and criteria themes, and the review and approval of submissions.

As provided in the resolution above, if approved, the Green Committee is requesting that Council names the Green Committee as its designate as it relates to the Green Initiative Awareness Program. The program has been developed by the Committee, and the Committee would like to continue to be an active participant during the implementation process.

## **FINANCIAL IMPLICATIONS**

There will be financial implications for advertising the Green Initiative Awareness Program's call for submission, and the promotion of the featured initiatives.

Staff anticipate that the annual cost to be approximately \$1000/year for both print and digital advertising. If approved, the Public Work's advertising budget will need be increased to accommodate the program.

## **SUMMARY**

The Town of St. Marys Green Committee has developed a Green Initiative Awareness Program, which proposes to feature initiatives in the St. Marys community that mitigate or adapt to climate change to educate the public and bring awareness to programs and strategies with the intent to encourage sustainability practices.

The Green Committee is requesting Council to approve the Green Initiative Awareness Program, and to name the Green Committee as its designate in delivering the program (determining eligibility and criteria themes, reviewing submissions, and selecting which initiatives will be featured).

## **STRATEGIC PLAN**

☒ Not applicable to this report.

## **OTHERS CONSULTED**

Green Committee – *Town of St. Marys*


## **ATTACHMENTS**

Attachment A: Green Initiative Awareness Program

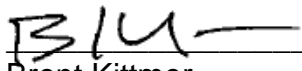
## **REVIEWED BY**

### **Recommended by the Department**

  
Morgan Dykstra  
Public Works & Planning Coordinator

  
Jed Kelly  
Director of Public Works

### **Recommended by the CAO**

  
Brent Kittmer  
Chief Administrative Officer



# Green Initiative Awareness Program Framework

## Policy Statement

The primary objective of this program framework is to provide the parameters and guidelines for the implementation of a Green Initiative Awareness Program by the Town of St. Marys.

This framework will outline the purpose of the program, and how the awareness program will be administered.

## Scope

The awareness program will feature initiatives that mitigate or adapt to climate change, the program will only feature initiatives undertaken within the boundaries of the Town of St. Marys.

## Purpose

The Town of St. Marys is committed to addressing climate change and can leverage its position within the community to educate the local community and feature local initiatives that adapt to or mitigate climate change.

The Green Initiative Awareness Program will promote local initiatives that adapt to or mitigate climate change to educate the public and bring awareness to programs and strategies, with the intent to encourage sustainability practices within the Town of St. Marys.

## Guidelines

The Town of St. Marys is creating a program to educate and bring awareness to actions that mitigate or adapt to climate change. The Town will feature actions undertaken in St. Marys.

### Call for Submission

The Town will advertise for the Green Initiative Awareness Program twice each calendar year, in February and August, to be featured in April and October of the same year.

Those who choose to proceed will complete an application detailing their initiative and how it complies with the criteria set out in this document. The Submitter must be willing to explain their motivation for implementing the initiative, and the benefits of that initiative.

### Eligibility

The Town of St. Marys Council or its designate retains the authority to determine eligibility requirements for each call for submission, this may include but is not limited to, citizens, commercial and industrial businesses, or youth.



All submissions must be for initiatives undertaken within the Town of St. Marys' boundaries.

### Criteria

The Town of St. Marys Council or its designate may at its discretion set a theme for each call for submission, requiring that all initiatives meet that theme, this may include but is not limited to, solid waste initiatives, energy management initiatives, or building retrofit initiatives. Should the Town of St. Marys Council or its designate select a theme, it will clearly define the parameters of said theme when calling for submissions.

Additional criteria includes:

- It can be demonstrated that the initiative either adapts or mitigates climate change in some manner in that it reduces non-recyclable waste and/or reduces the carbon footprint.
- The initiative involves either an investment of time or money.
- The Submitter is willing to share information related to the initiative.
- Initiatives are not the result of mandated changes as required by the Province of Ontario, or the Government of Canada.

### Review

The Town of St. Marys Council, or its designate shall review all Green Initiative Awareness submissions and determine that each submission meets the eligibility and criteria requirements as outlined within this document. During the review process, the Town of St. Marys Council or its designate may request additional information from the Submitter and confirm the accuracy of the submission.

The Town of St. Marys Council, or its designate retains the right to determine which submissions will be featured, and which submissions will not be featured.

Should a submission not be featured, the Town of St. Marys Council or its designate shall provide an explanation to the Submitter detailing why the Town is choosing to not feature their initiative.

### Featuring Green Initiatives

Initiatives approved by the Town of St. Marys Council, or its designate will be featured on the Town's website, and the St. Marys Independent. Other promotional activities may be considered on a case-by-case basis.

At its discretion, the Town of St. Marys reserves the right to remove content from its website.





## References

None.

## End of Document

Rev #	Date	Reason	Initiated	Reviewed	Approved

DRAFT



# 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>	24 August 2021
<b>Subject:</b>	<b>PW 54-2021 Booster Station Assessment</b>

## PURPOSE

This report is to present information to Council regarding the Town's Water Booster Pumping Station on James Street South and metrics for assessing the long-term facility operations, maintenance and capital funding.

## RECOMMENDATION

**THAT** report PW 54-2021, Booster Station Assessment be received; and

**THAT** Council approves sourcing a Capital and Future Needs Assessment of the Booster Pumping Station to B.M. Ross and Associates Limited for the amount of \$17,750.00, excluding HST; and,

**THAT** Council authorizes an unbudgeted amount of \$17,750.00 + HST to be funded through existing water reserves; and,

**THAT** Council authorizes the Chief Administrative Officer to sign the associated Agreement.

## BACKGROUND

In November 1987, the Public Utilities Commission (the "Commission") of St. Marys reviewed a Town commitment to supply fire flow protection to a proposed industrial site on the south end of James Street. The fire flow requirements resulted in the need for the Commission to construct a booster pumping station.

At the time, it was noted that the proposed industrial site was under construction and works to construct the booster pumping station were advanced. It was determined that the Town would select a site for the station closer to existing development and hopefully utilize the station to provide the same level of protection to other industry along the route. This resulted in the station being constructed at 317 James Street South and providing additional water pressure requirements to a separated watermain along James Street South. This consists of approximately 2km of municipal watermain from the station to the southern Town boundary.

At the time of construction, the booster pumping station cost \$288,753. The Town received partial funding through the then Ministry of Environment for approximately 53% of the initial capital build. The remaining balance for construction was funded by the Commission.

Since its initial construction and commissioning, the booster station now facilitates additional water pressure requirements to a total of three (3) industrial locations along the James Street South corridor with these properties being 500 James Street South, 575 James Street South and 600 James Street South.

The station itself consisted of one electric drive pump fed from the normal power grid and is controlled by a function of low pressure and / or fire alarms. In circa 2017, one of the station's industrial beneficiaries identified a concern related to standby power requirements at the facility. This resulted in the industry purchasing a standby power unit for the facility to ensure the station can remain operational during power failures. Since the standby power unit's installation, maintenance and operational costs have been recovered from the benefitting industrial location.

The booster station facility has largely been untouched since its commissioning aside from routine pump, valve and pipe maintenance. However, the facility is now entering a stage in its lifecycle where large replacement costs are anticipated in the coming years. This report is presented to Council in order to facilitate discussion regarding the water booster station, its long-term operation, as well as capital and operational funding avenues.

## REPORT

As part of the water system's long term capital planning process and financial assessment, it has been determined that major capital works will be required on the municipal water booster pumping station on James Street South in the coming years. However, the station's operation with limited beneficiaries creates a unique discussion on how the facility should be managed long term, how any future capital and operational costs should be funded, and whether the facility remains a requirement the municipality wishes to commit to moving forward.

Currently, the water booster station is a water system asset and is managed and operated in similar fashion to the Town's other water system facilities. As such, this results in an ongoing annual operations and maintenance costing that is currently funded through water rates collected across the Town.

Based on current available information, the following provides a summary breakdown of incurred costs or services that can be anticipated annually from the facility as well as existing replacement costs:

<i>Item</i>	<i>Description</i>	<i>Annual Cost Projections</i>
1	Labour Allocations <sup>1</sup> :	\$8,000.00
2	Hydro Costing:	\$6,000.00
3	Pump Maintenance <sup>2</sup> (Assumed annual contribution):	\$4,000.00
<b>4</b>	<b>Annual Operational Sub – Total:</b>	<b>\$18,000.00</b>
5	Facility Replacement (As per Asset Management Plan):	\$650,000.00
6	Standby Power <sup>3</sup> :	\$120,000.00

### Notes:

1. Labour costs estimated based on 1.5 hours per week in facility checks, 4 hours per quarter in operational testing, 4 hours per quarter for after hours false alarms and 1 hour per month for generator testing at \$65/hr regular time and \$87.50/hr for after hour call outs.

2. Pump Maintenance assumes \$20,000.00 incurred per 5-year rebuild cycle averaged as a contribution per year

3. Standby Power unit is industry funded but Town owned. Agreement exists on care, maintenance and replacement requirements.

Under normal system operations, the municipal water distribution system provides approximately 50-60 PSI to properties and can fluctuate based on topography, pipe diameter, and distance from production facilities or storage facilities. When the booster station is activated, it increases system pressure from the facility to the southern Town boundary on James Street South to approximately 80 PSI. However, due to topography in the area, some properties experience pressure increases of up to 125 PSI which can cause damage to internal plumbing systems as well as damage the municipal system due to water hammer. The existing system is not UL/ULC listed to meet fire protection system requirements and operates as a water booster pump as opposed to a dedicated fire protection system.

Given the complexity of the use of this station, and its private beneficiaries, staff is recommending a detailed condition assessment be completed to better inform staff and Council of the pending capital requirements for the facility. Additionally, the assessment would also review fire system requirements from benefitting properties, review water system pressures along the distribution system, as well as comment on any liabilities or concerns related to the station and its current operation to ensure the Town has the correct information to review on its long-term operations.

Staff recommends sole sourcing the requested works to B.M. Ross and Associates Limited as they are familiar with the site conditions, design of the facility and its current and intended use.

The sole source requirement is being requested in accordance with Section 9 of the Town's purchasing by-law (36-2012) where a single source is being recommended because it is more cost effective or beneficial for the Town. The rationale for this is that B. M. Ross and Associates Limited is uniquely aware of the Town's water supply and distribution system and the facility's design and use. If a procurement document were to be issued, it is anticipated that the Town would see elevated submission costs due to other firms would need to spend time on administrative inspections to familiarize themselves with the required works. Furthermore, B.M. Ross and Associates Limited has a strong historical understanding of the Town's water system based on previous project work related to the Municipal Class Environmental Assessment completed in circa 2016 and ongoing water system modelling efforts that will aid in project delivery.

As such, staff is requesting this unbudgeted project be commissioned to review the facility's current and future requirements. This will ensure that Council and staff have the necessary information to facilitate discussion on this facility's future operations moving forward.

## **FINANCIAL IMPLICATIONS**

The completion of the capital and future needs assessment for the municipal booster station is estimated to cost \$17,750.00 + HST.

This cost is an unbudgeted allocation in 2021. As such, staff recommends funding the assessment through existing water reserves.

Future facility operations and capital requirements for the municipal booster station will be guided by the findings of the assessment and will enable an educated, and informed allocation within future capital plans for the water system.

## **SUMMARY**

Based on the information detailed within this report, Staff Recommends that a Facility Condition Assessment be commissioned on the municipal booster station. This Assessment will aid in determining the current condition of the assets, estimated useful life of assets remaining, and capital projections and options for the facility moving forward.

## **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): To support the Asset Management plan, complete a financial analysis of the Town's ability to pay to establish a minimum capital budget threshold to be budgeted for each year.

## **OTHERS CONSULTED**

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

Adam McClure, Operations Manager – Ontario Clean Water Agency

## **ATTACHMENTS**

Attachment No. 1 – Proposal, B.M. Ross and Associates Limited

## **REVIEWED BY**

### **Recommended by the Department**

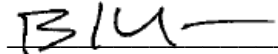


Dave Blake, C.E.T.  
Environmental Services Supervisor



Jed Kelly  
Director of Public Works

### **Recommended by the CAO**



Brent Kittmer  
Chief Administrative Officer

**B. M. ROSS AND ASSOCIATES LIMITED**  
**Engineers and Planners**  
62 North Street, Goderich, ON N7A 2T4  
p. (519) 524-2641 [www.bmross.net](http://www.bmross.net)

File No. 21181

**VIA EMAIL ONLY**

June 14, 2021

Dave Blake, C.E.T.,  
Environmental Services Supervisor  
Town of St. Marys  
Municipal Operations Centre  
P.O. Box 998, 408 James St. S.  
St. Marys, ON N4X 1B6

**RE: Town of St. Marys  
2021 James St. Booster Pump Station  
Facility Condition Assessment**

In regard to your email dated June 8, 2021, we wish to provide a budget for a facility review and to create a report of the Town's James St. Booster Pump Station to meet the requirements of Ontario regulations. As per Ontario Regulation 588/17 (O. Reg. 588/17), municipalities are required to prepare an asset management plan in respect of all municipal infrastructure assets by July 1, 2023.

While we have some background information on this facility, we ask that you provide a copy of any information you have on the facility including the construction years, history of repairs/replacements, etc. for each of the individual components. Also, if some components have already been assigned Asset ID numbers and have historic costing information; please provide that information as well.

**Scope of Work**

A facility inspection and a summary report would be prepared for this facility. To minimize the time spent in the field, background information about the facility would be entered into our inspection reports ahead of the site visit. While on site, any accessible components of the facility would be visually reviewed. Ladders for flat roof access will need to be provided where permanent access does not exist. If access is not available to important components, we would identify the need for further inspection with special access equipment.

Data collected would be loaded into a Microsoft database format and the final data will be supplied in a format compatible for uploading into CityWide; using their template. The building elements are sub-categorized in general accordance with the UNIFORMAT II

**GODERICH**

**MOUNT FOREST**

**SARNIA**

Classification System (ASTM E-1557). Replacement costs for the components will be calculated to develop a total replacement cost for the facility. To moderate the number of components, assets that we anticipate cost less than \$5,000 would be pooled with other similar items and when it is not practical to do that, those less expensive components would be excluded from the inventory. Mechanical and process equipment will be sub-categorized based on their primary function, and then grouped into ranges based on size and/or type, if required (i.e. pumps, valves, etc.). Photos taken during the field review will also be linked to the components and will appear in the facility report.

When a visual assessment is not helpful to assess the condition of the component, performance scoring will be based on the age of the components, compared to their estimated useful life expectancy, and supplemented with any observations from the site visit or from operator input.

Once all the field data has been entered into the database to create the individual inspection report, a Facility Condition Assessment Summary Report will be prepared. The report will include a description of the process used to gather the information, general maintenance items and overall recommendations, tables showing a summary of the recommended repairs with probable costs, and priority listings for work recommended over a 10-year period.

In addition to the condition assessment, the Town has expressed an interest in looking at some additional aspects related to the functionality, benefits and liabilities of this facility. To that end, we propose:

- We will provide a review of the fire system requirements from the various benefitting industrial locations that utilize this facility to verify if the James St. Booster Station is meeting needs in its current capacity. Our expectation is that the Town will provide us with contacts at the various industries and that each industry will be able to provide target fire flow and pressure details. BMROSS will initiate contact and include in the report a summary of the target demands at each location. This will be compared to our updated WaterCAD modelling to verify what “should” be available at each location. If there is a conflict in data, some additional field testing may be required.
- We will review the system pressures along the distribution system (downstream of the Booster Station) under normal operating conditions and when the booster pump is running. Our expectation is that the Town’s water operators (OCWA) will be available to assist with this work by operating the booster station and opening/closing any required downstream valves and hydrants to facilitate this testing.
- The report will comment on any liabilities that may be present to the Town based on the above information (i.e. identifying where there are conditional/operational deficiencies or concerns and identifying where actual available fire flows are less than target values).

- The report will also include a summary of the different options available (i.e. rehabilitate the existing booster station, decommission the station and install private booster pumps inside the industries, etc.). Where private boosters are being considered, we would provide comments regarding what flow and pressure are available at each industry's point of connection. Private side cost estimates, however, would need to be determined through private engineering review and were not considered part of the scope of this work.

We wish to note that the following tasks can be provided; but are not included in the scope of services with this proposal:

- Structural analysis of any facility or components
- Design of any repairs
- Collecting material samples or completing lab testing
- Council presentation

### **2021 James St. Booster Pump Station Condition Assessment Costs**

Facility Inspection and Data Upload	\$ 3,500
Individual Report with Current Replacement Value and Recommended Repair estimates	\$ 750
Communicate with industries to determine target flows	\$ 1,500
Complete hydrant testing downstream of the facility	\$ 1,500
Complete updated WaterCAD modelling	\$ 6,000
Summary Report	<u>\$ 4,500</u>
Total probable cost	<u>\$17,750</u> + HST

### **Schedule**

If we are given direction to proceed by the end of June 2021, it is anticipated that the field inspection could be completed by the end of August 2021 and the data entry and draft report will be completed by mid-October 2021. Following completion of the draft report, we assume the Town will require about two weeks to review the report. Upon completion of the Town's review, we should be able to complete the finalized report by mid-November.

Please call if you have any questions and let us know how you wish for us to proceed.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per   
Ryan P. DeVries, P. Eng.

RPD:hl



# FORMAL REPORT

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

**Prepared by:** Dave Blake, Environmental Services Supervisor

**Date of Meeting:** 24 August 2021

**Subject:** **PW 55-2021 Cross Border Utility Servicing**

## PURPOSE

This report is presented to Council to facilitate discussion regarding how the Town will manage existing cross border utility services. This report is also seeking direction from Council if the Town will continue to permit new private requests for cross border utility services.

## RECOMMENDATION

**THAT** report PW 55-2021, Cross Border Utility Servicing, be received; and

**THAT** Council direct staff to develop a Cross Border Utility Servicing Agreement with the Municipality of Perth South and the County of Perth; and,

**THAT** the Town will **(permit)** OR **(no longer permit)** new private requests for cross border utility servicing; and

**THAT** staff be directed to develop and report back with a formal policy regarding cross border utility servicing for Council's consideration

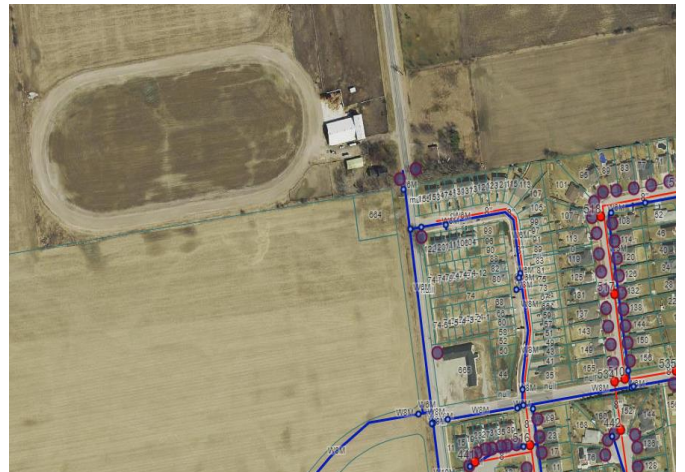
## BACKGROUND

It is assumed that between the early 1980's and the mid-1990's, the Town of St. Marys extended utility services beyond the Town boundary in two locations to provide municipal water services to fringe properties to the Town and these are noted below as two areas:

**Area 1 – Queen Street West**



**Area 2 – James Street North**



These locations have been generally maintenance free, however as services and infrastructure age, and conditions deteriorate, the likelihood of repairs increases. As part of the Town's asset management planning, and water and wastewater capital assessments, these areas were identified as a liability in regard to asset funding, replacement needs and emergency response for repairs where direction is required.

This report is presented to Council to consider these existing cross border utility services, as well as to consider how the Town will manage new or future requests for cross border utility services.

## **REPORT**

Currently, there are two (2) discussion points where consideration and Council direction is required. These are:

1. Acknowledging and formalizing existing cross border utilities provided by the Town; and,
2. Consideration of how to address new and future requests for cross border utility servicing.

### **Discussion No. 1 – Management of Existing Cross Border Utilities:**

The Town of St. Marys currently has approximately 275 metres of 150mm diameter watermain along the southern edge of Queen Street West extending into the Municipality of Perth South and along County Road 139, with the road being managed by the County of Perth. Up to six (6) water services cross under County Road 139 to service properties on the north side of the road, with one service extending south for the lone property on the south side of the road.

Additionally, the Town of St. Marys currently has two (2) water services that extend into the Municipality of Perth South from the northern limit of the 150mm diameter watermain along the western edge of James Street North. One service provides water service to the property abutting the north town boundary along the west side of James Street North (Perth Road 130) with a second water service being provided to a residential dwelling along the east side of Perth Road 130.

Town staff have reviewed available records and have not been able to identify an agreement on file for any of these utility services that would provide clarity for responsibility for maintenance activities, restoration costs, etc.

As such, staff recommend completing the administrative housekeeping activities necessary to develop and negotiate a Cross Border Utility Servicing Agreement with the Municipality of Perth South and the County of Perth, as may be required, to deal specifically with the existing properties served that are not in St. Marys. Such an agreement is important to ensure that the existing municipal infrastructure assets can be properly managed and serviced into the future.

When developing a Cross Border Utility Servicing Agreement, key considerations will include:

- Clarifying responsibilities for maintenance, replacement and repair requirements between all parties.
- Once the expected useful life of the assets has been reached, will the Town commit to replacements and upgrades or require property owners to fund the upgrades?
- Currently, all services supply single detached residential dwelling units. Should zoning or development intensification change on this fringe lands in the future, will the Town provide services and permit development on its fringes?

If Council has any specific direction related to the above considerations, staff would appreciate that input prior to drafting the Cross Border Utility Servicing Agreements.

## **Discussion No. 2 – Future Cross Border Utility Service Requests**

At least once or twice per year, staff field questions from interested persons asking if the Town would consider extending new water and/or wastewater services into Perth South. At this point in time, the Town has no clear policy on how to address new requests for services.

It is staff's recommendation that a formal policy statement or municipal stance be developed that would provide clear direction to Council, staff, and prospective developers regarding the Town's position on extending water and wastewater services outside of Town borders.

When developing the Town position, Council will need to consider how such requests for servicing align with Provincial Policy Statements, strategic development plans and objectives, Official Plans, the Asset Management Plan etc. Of strategic concern and consideration:

- Does it make sense to offer servicing to fringe properties outside of the Town's border if the proposal is for residential development?
  - ➔ The Town continues to have residential land available for development within the 20-year settlement area, and there are additional lands outside of the 20-year settlement area that would qualify for residential development.
  - ➔ While any residential development on the Town fringe would provide housing for persons accessing employment and services in Town, that development would compete with existing development in St. Marys. This could have a positive outcome of "flooding the market" and reducing housing costs in St. Marys, but also have the negative outcome in building the residential tax base in St. Marys outside of St. Marys.
- Does it make sense to offer servicing to fringe properties outside of the Town's border if the proposal is for commercial development?
  - ➔ As above, the primary concern would be with competition to existing or similar commercial development in St. Marys as the Town's Official Plan puts priority on focusing commercial activities in the Downtown core.
- Does it make sense to offer servicing to fringe properties outside of the Town's border if the proposal is for industrial development?
  - ➔ Although the Town does have a surplus of vacant industrial space within its borders, this may be an area where cross border servicing would make sense in the right circumstances.
  - ➔ What the Town does not currently have is vacant serviced industrial land. If an appropriate cross-border proposal came forward, it may be worth considering.

At this point in time, staff is seeking direction from Council on the following:

1. Does the Town wish to permit new private requests for cross border utility services?
  - a. If yes, staff recommend that a policy be developed to clarify the circumstances in which cross border servicing is appropriate, and to clarify requirements and expectations in regard to costs, maintenance, etc.
  - b. If no, staff recommend that a policy be developed to clearly set out the position of Council.

Staff is further recommending that no new cross border requests be considered until such time as a policy has been adopted by Council.

## **FINANCIAL IMPLICATIONS**

None currently.

## SUMMARY

Based on information detailed within this report, Staff recommends that a Cross Border Utility Servicing Agreement be developed between the Town of St. Marys, Municipality of Perth South and the County of Perth to clarify aspects around existing water or sanitary utility services that have been extended beyond the Town boundary. Furthermore, Staff recommends that any future requests for cross border servicing not be considered until such time as Council has determined if it will entertain requests for servicing, and until such time that a policy is in place to guide how requests are handled.

## STRATEGIC PLAN

- ☑ This initiative is supported by the following priorities, outcomes, and tactics in the Plan.
  - Pillar # 1, Infrastructure – Maintenance Prioritization:
    - Outcome: Given the large number of town owned (heritage) assets, a maintenance schedule ought to be agreed to by Council in prioritizing which of these assets will be the recipient of discretionary funding.
    - Tactic(s): On a go forward basis, maintenance, acquisition and devolution of (heritage) assets will align with the municipalities long term strategic position.

## OTHERS CONSULTED

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

## ATTACHMENTS

None

## REVIEWED BY

### Recommended by the Department

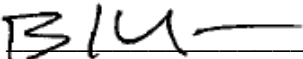


Dave Blake, C.E.T.  
Environmental Services Supervisor



Jed Kelly  
Director of Public Works

### Recommended by the CAO



Brent Kittmer  
Chief Administrative Officer



**Municipal Shared Services Committee**  
**Thursday, June 17, 2021 – 1:30 p.m.**  
**Stratford – Zoom Meeting**

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**REGULAR MINUTES**

A meeting of the Municipal Shared Services Committee was held at  
1:30 p.m. on June 17, 2021  
Hosted by the City of Stratford via Zoom

*Where appropriate, motions contained in the Municipal Shared Services Committee Minutes are considered recommendations to the affected municipalities.*

**Committee Members Present:**

Mayor Dan Mathieson, City of Stratford (Chairperson)  
Councillor Dave Gaffney, City of Stratford  
Councillor Bonnie Henderson, City of Stratford  
Councillor Robert Wilhelm, County of Perth  
Mayor Rhonda Ehgoetz, County of Perth  
Mayor Al Strathdee, Town of St. Marys

**Regrets:**

Warden Jim Aitcheson, County of Perth  
Councillor Margaret Luna, Town of St. Marys

**Staff Present:**

Joan Thomson – CAO, City of Stratford  
Spencer Steckley – Manager of Financial Services, City of Stratford  
Kim McElroy – Director of Social Services, City of Stratford  
Linda Becker – Provincial Offences Coordinator, County of Perth  
Betty Jo Belton – Archivist – Stratford-Perth Archives, County of Perth  
Cindy Sinko – Archives Technician – Stratford-Perth Archives, County of Perth  
Tyler Sager, Manager of Legislative Services/County Clerk, County of Perth  
Lori Wolfe – Interim CAO, County of Perth  
Mike Crawley – Deputy Chief Operations – Paramedic Services, County of Perth  
Corey Bridges – Manager of Finance/Treasurer, County of Perth

Andre Morin – Director of Finance/Treasurer, Town of St. Marys  
Casey Riehl - Recording Secretary, City of Stratford

### **1.0 Call to Order**

The Regular Meeting of the Municipal Shared Services Committee with quorum present was called to order by Committee Chair, Mayor Mathieson at 1:32 p.m.

### **2.0 Disclosure of Pecuniary Interest and the General Nature Thereof**

None disclosed.

### **3.0 Confirmation of the Agenda**

**Moved by:** Councillor Wilhelm

**Seconded by:** Councillor Henderson

THAT the Municipal Shared Services Committee Agenda for the June 17, 2021 meeting be approved as circulated.

Carried.

### **4.0 Adoption of the Previous Minutes – March 18, 2021**

**Moved by:** Mayor Strathdee

**Seconded by:** Mayor Ehgoetz

THAT the Municipal Shared Services Committee minutes dated March 18, 2021 be approved.

Carried.

### **5.0 Business Arising from the Previous Minutes**

None identified.

### **6.0 Social Services - 1st Quarter Update for 2021 – June 17, 2021**

Kim McElroy, Director of Social Services, reviewed and provided updates on the report and was available for questions.

**Moved by:** Councillor Henderson

**Seconded by:** Councillor Wilhelm

THAT the Social Services 1st Quarter Update dated June 17, 2021 be accepted as circulated.

Carried.

**7.0 Provincial Offences - POA Court Services Report – June 17, 2021**

Linda Becker, Provincial Offences Coordinator, reviewed the report and was available for questions.

**Moved by:** Mayor Ehgoetz

**Seconded by:** Councillor Wilhelm

THAT the Provincial Offences - POA Court Services Report dated June 17, 2021 be accepted as circulated.

Carried.

**8.0 Paramedic Services – Paramedic Services June Update – June 17, 2021**

Mike Crawley, Paramedic Service Commander, reviewed the report and was available for questions.

**Moved by:** Mayor Stratthdee

**Seconded by:** Councillor Henderson

THAT the Paramedic Services Update dated June 17, 2021 be accepted as circulated.

Carried.

**9.0 Stratford-Perth Archives – Disaster Prevention and Response Plan Report – June 3, 2021**

Betty Jo Belton, Manager of Archives Services/Archivist, shared a presentation on the Disaster Prevention and Response Plan project and was available for questions.

Councillor Henderson inquired if the sprinklers in the Archives building were to be activated, are the documents protected. Ms. Belton explained that the sprinklers contain a gas and disperse a small amount of powder that is easily cleaned up after. Councillor Henderson also inquired if any of their documents are digitized. Ms. Belton reported that some documents are digitized, most often when a request is made for documents. They are beginning a systematic digitization process to help preserve originals and ensure that the originals are not being handled as much. A new archives technician has been hired and will begin cataloging and digitization.

**Moved by:** Councillor Gaffney

**Seconded by:** Councillor Henderson

THAT the Stratford-Perth Archives Disaster Prevention and Response Plan Report dated June 3, 2021 be accepted as circulated.

Carried.

## **10.0 New Business**

None identified.

## **11.0 Next Meeting Dates**

September 16, 2021 – County of Perth Hosts

November 18, 2021 (Budget) – City of Stratford Hosts

December 16, 2021 – County of Perth Hosts

## **12.0 Adjournment**

**Moved by:** Mayor Ehgoetz

**Seconded by:** Councillor Wilhelm

THAT the MSSC meeting be adjourned.

1:52 P.M.



**Minutes**  
**St. Marys Business Improvement Area Committee**  
**Regular Meeting**

July 12, 2021

6:00 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEl8OG-dOYKteFQ>

**1. CALL TO ORDER**

Members Present: Lanny Hoare (Chair), Amie Rankin (Secretary), Kyle Burnside (Treasurer), Councillor Tony Winter (Council Representative)

Members Absent: Gwendolen Boyle (Vice-Chair)

Staff Present: Emily Taylor (Administrative Assistant)

Staff Liaisons Present: Kelly Deeks-Johnson (Tourism and Economic Development Manager)

The Chair called the meeting to order at 6:02 pm.

**2. DECLARATION OF PECUNIARY INTEREST / CONFLICT OF INTEREST**

None.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

Chair Hoare submitted the amendments of renaming 9.0 "Reports" and removing 7.1 Marketing & Communications Committee Update.

Moved By: Kyle Burnside

Seconded By: Amie Rankin

**THAT** the July 12, 2021 St. Marys Business Improvement Area Board agenda be approved as amended.

**Carried**

**4. ACCEPTANCE OF MINUTES**

Moved By: Amie Rankin

Seconded By: Kyle Burnside

**THAT** the June 14, 2021 St. Marys Business Improvement Area Board meeting minutes be approved by the Board and signed by the Chair and the Secretary.

**Carried**

**5. MEMBERSHIP INPUT PERIOD**

**5.1 Sue Griffiths, Stone Home Creatives**

Sue Griffiths submitted an update on the Stone Town Candle Trail. The trail was created by Stone Home (formerly Village Craft and Candle) to help with name change recognition. Stops on the trail include businesses who have had a candle made in collaboration with Stone Home.

Participants should check into Stone Home before beginning the trail and will use their phones to take pictures of the businesses and/or purchasing items in the community. The trail runs from July 1 to September 30, 2021. Prizes will be awarded October 1, 2021. More information is found on their [website](#).

Moved By: Councillor Tony Winter

Seconded By: Amie Rankin

**THAT** the correspondence from Sue Griffiths be accepted as information.

**Carried**

**5.2 Julie Docker Johnson, The Flower Shop and More**

Julie Docker Johnson submitted a request for the Board to write to the Stratford Police Service asking for more patrolling of the downtown alleys during the night. She also requested that the BIA send out an email to remind business owners to be more diligent about their security.

Moved By: Kyle Burnside

Seconded By: Amie Rankin

**THAT** the correspondence by Julie Docker Johnson be accepted; and

**THAT** the Secretary will draft a letter on behalf of the membership that will be put forward to Council.

**Carried**

**6. BUSINESS ARISING FROM MINUTES**

**6.1 Snapping Turtle Coffee Company Bicycle Racks**

The Chair reached out to Chris Cumming of Snapping Turtle Coffee Company to ask if a formal funding request would be submitted to the BIA for the bicycle racks. There is no request for funding at this time.

**7. DELEGATIONS**

None.

**8. CORRESPONDENCE**

None.

**9. REPORTS**

**9.1 Council Report**

Councillor Winter presented on highlights from Council meetings.

Moved By: Councillor Tony Winter

Seconded By: Amie Rankin

**THAT** the verbal Council report be received.

**Carried**

**9.2 Treasurer's Report**

Moved By: Amie Rankin

Seconded By: Councillor Tony Winter

**THAT** the June 2021 Treasurer's report be accepted as presented.

**Carried**

**10. OTHER BUSINESS**

None.

**11. UPCOMING MEETINGS**

The next Board meeting will be held on Monday, September 13, 2021 at 6:00pm and will be live-streamed on the Town of St. Marys' [YouTube page](#).

Agenda items for the upcoming meeting includes:

- Town Hall bench discussion

**12. ADJOURNMENT**

Moved By: Amie Rankin

Seconded By: Kyle Burnside

**THAT** this meeting of the St. Marys Business Improvement Area Board adjourns at 6:20 pm.

**Carried**

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Chair

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Committee Secretary



## MINUTES

### Heritage Advisory Committee

August 9, 2021

6:15 pm

Video Conference

Click the following link:

<https://www.youtube.com/channel/UCzuUpFqxcEI8OG-d0YKteFQ>

Members Present      Al Stratthdee  
                                 Councillor Pridham  
                                 Barbara Tuer  
                                 Clive Slade  
                                 Janis Fread  
                                 Michael Bolton  
                                 Michelle Stemmler  
                                 Paul King  
                                 Sherri Winter-Gropp  
                                 Stephen Habermehl

Staff Present            Amy Cubberley, Cultural Services Supervisor

**1. CALL TO ORDER**

Chair Habermehl called the meeting to order at 6:15pm.

**2. DECLARATION OF PECUNIARY INTEREST**

None declared.

**3. AMENDMENTS AND APPROVAL OF AGENDA**

**Moved By** Clive Slade

**Seconded By** Sherri Gropp

THAT the August 9, 2021 Heritage Advisory Committee agenda be accepted as presented.

**CARRIED**

**4. DELEGATIONS**

None

**5. CORRESPONDENCE**

None

**6. AMENDMENT AND ACCEPTANCE OF MINUTES**

**Moved By** Al Strathdee

**Seconded By** Clive Slade

THAT the June 14, 2021 Heritage Advisory Committee minutes be accepted as presented.

**CARRIED**

**7. BUSINESS ARISING FROM MINUTES**

Paul King reminded staff to forward mailing addresses for 261 Widder Street East and 266 Jones Street Ear.

**8. REGULAR BUSINESS**

**8.1 Heritage Conservation District Update**

**8.1.1 Heritage Grant and CIP Update**

Staff spoke about the new CIP, highlighting the Facade and Sign Improvement grant. The program will launch to the public in early September.

**8.2 Municipal Register, Part 1 - Designations/designated property matters**

**8.2.1 Updating Designation Statements**

Paul King's suggestions for 480 Water Street South and 481 Glass Street were circulated in the agenda package. Paul, Clive Slade, and staff will work on updating the designation statements. It was also suggested that brief histories could be prepared to distribute to the customers in these buildings.

The Committee confirmed that they intend to update up to three designation statements in 2021/2022.

**8.3 Properties of interest or at risk (not necessarily designated)**

None noted.

**8.4 Homeowner/Property owner letters**

The contact information for the masons who worked on Lind Park, along with the Lind Family Foundation, will be circulated.

**9. COUNCIL REPORT**

Councillor Pridham updated the Committee on the 2020 financial statements for the Town, as well as reopening plans.

**10. OTHER BUSINESS**

The Committee noted their appreciation for the owners of the McDonald Cottage offering tours in July.

**11. UPCOMING MEETINGS**

September 20, 2021 at 6:15pm.

**12. ADJOURNMENT**

**Moved By** Michelle Stemmler

**Seconded By** Janis Fread

THAT the August 9, 2021 Heritage Advisory Committee meeting adjourn at 6:41 pm.

**CARRIED**

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Chair

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Committee Secretary



## **Minutes**

### **Museum Advisory Committee**

August 11, 2021

6:30 pm

Video Conference

Click the following link:

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

Member Present	Councillor Hainer, Doug Fread, Peter McAsh, Scott Crawford, Karen Ballard
Member Absent	Krissy Nickle
Staff Present	Amy Cubberley

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

Chair Fread called the meeting to order at 6:32pm.

#### **2. DECLARATION OF PECUNIARY INTEREST**

None declared.

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

**Moved By** Councillor Hainer

**Seconded By** Karen Ballard

THAT the August 11, 2021 Museum Advisory Committee agenda be accepted as presented.

**Carried**



**4. DELEGATIONS**

None

**5. ACCEPTANCE OF MINUTES**

**Moved By** Peter McAsh

**Seconded By** Scott Crawford

THAT the May 12, 2021 Museum Advisory Committee Minutes be accepted as presented.

**Carried**

**6. BUSINESS ARISING FROM MINUTES**

None

**7. REPORTS**

**7.1 Staff Report**

Amy Cubberley spoke to DCS 26-2021 and responded to questions about the painting/staining the exterior of the museum currently happening and 2022 capital projects.

**Moved By** Peter McAsh

**Seconded By** Scott Crawford

**THAT** DCS 26-2021 August Monthly Report (Museum and Archives) be received for information.

**Carried**

**7.2 Council Report**

Councillor Hainer spoke about the Weir Fountain, upgrades to Milt Dunnell Park, and the Community Improvement Plan.

**8. OTHER BUSINESS**

None

**9. UPCOMING MEETINGS**

October 13, 2021 at 6:15pm

The Committee agreed to adjust the meeting time from 6:30 to 6:15.

**10. ADJOURNMENT**

**Moved By** Karen Ballard

**Seconded By** Scott Crawford

THAT the August 11, 2021 Museum Advisory Committee meeting adjourn at 6:55 p.m.

**Carried**

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Chair Doug Fread

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Board Secretary Amy Cubberley

**BY-LAW 74-2021**

**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 as represented by the Minister of Infrastructure and to authorize the Mayor and Clerk to execute the Agreement.**

- WHEREAS:** Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (the “Province”) has provided a transfer payment to The Corporation of the Town of St. Marys for the purpose of the Investing in Canada Infrastructure Program (the “Project”);
- AND WHEREAS:** The Corporation of the Town of St. Marys deems it expedient to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (the “Agreement”) for the purpose of clarifying and delineating the respective rights, obligations, payments and billing arrangements of and for the delivery of the Project;
- AND WHEREAS:** It is appropriate to authorize the Mayor and the Clerk to execute the Agreement on behalf of the Town;
- NOW THEREFORE:** The Council of the Corporation of the Town of St. Marys hereby enacts as follows:
- 1.** That the Agreement between The Corporation of the Town of St. Marys and Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure, attached hereto as Appendix “A”, is hereby authorized and approved.
  - 2.** That the Mayor and the Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the Town of St. Marys.
  - 3.** This by-law comes into force and takes effect on the final passing thereof.

**Read a first, second and third time and finally passed this 24<sup>th</sup> day of August 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk

**BY-LAW 75-2021**

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

**Being a By-law to repeal by-law 51-2021 which appointed municipal law enforcement officers in the Town of St. Marys.**

**WHEREAS:** The Council for the Corporation of the Town of St. Marys deems it expedient to repeal by-law 51-2021 which appointed municipal law enforcement officers in the Town of St. Marys for the purpose of the park patrol program;

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

- 1.** That By-law 51-2021 is hereby repealed.
- 2.** This By-law comes into force on the day it is passed.

**Read a first, second and third time this 24<sup>th</sup> day of August 2021.**

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Mayor Al Strathdee

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Jenna McCartney, Clerk

**BY-LAW 76-2021**

**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 August 24, 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 represent and its powers shall be exercised by by-law;*

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

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

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marks taken at its regular meeting held on the 24<sup>th</sup> day of August 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 24<sup>th</sup> day of August 2021.**

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Mayor Al Stratthdee

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Jenna McCartney, Clerk