CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Municipal Office Entrance Improvements 2019
Presented to Council:	February 14, 2019

Recommendation: That the Mayor and Clerk Administrator be directed to enter into the agreement with Employment & Social Development Canada (ESDC) for improvements to the municipal office entrance.

BACKGROUND:

An application to the ESDC was submitted for improvements to the entrance to the Council Chambers and post office. The improvements consist of improvements to the existing ramp, stair, rails and an epoxy seal over the existing step to prevent further leaks / damage to the downstairs vault.

A by-law authorizing the agreement is listed on the agenda for approval.

FINANCIAL CONSIDERATION: The estimated expense to the entrance is $14,450. ESDC has granted the municipality $9,392 towards the project. Money has been placed in the 2019 budget for the project.

Janet Denkers

Janet Denkers, Clerk Administrator

Date January 28, 2019

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER xx OF 2019

BEING A BY-LAW TO AUTHORIZE ENTERING INTO A MUNICIPAL AGREEMENT BETWEEN THE MUNICIPALITY AND EMPLOYMENT & SOCIA DEVELOPMENT CANADA (ESDC).

WHEREAS the Municipality of Brooke-Alvinston is desirous of entering into an agreement with Employment & Social Development Canada;

AND WHEREAS the Municipality acknowledges that Funds received through the Agreement will be used for the Municipal Office Entrance Improvements;

NOW THEREFORE, the Council of the Municipality of Brooke-Alvinston, a municipal corporation pursuant to the Municipal Act, 2001, enacts as follows:

1. That the said Agreement attached as Schedule "A" to this By-law be hereby accepted.

2. That the Mayor and Clerk Administrator are hereby authorized to execute this Municipal Funding Agreement

3. That this by-law shall take effect on the passing thereof.

By-law read a first, second and third time and finally passed this 14 th day of February, 2019

_____

David Ferguson, Mayor

_____

Janet Denkers, Clerk Administrator

Amount Requested: $ 9392 Amount Approved: $ 9392

Project description and Budget adjustments:

Activities:
The proposed project consists of constructing an exterior ramp.

Budget:
N/A

Other Conditions:
Does not apply to this project

Specific Obligations Related to the Project:
i.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From: 2019/02/01 To: 2020/01/31

Payment Method:

Number of Installment(s): 1 1st Installment Amount: $ 9392

1st Installment Date: 2019/02/01

Date of Approval: 2018/12/12

Canada signing authority on behalf of the Minister of Employment and Social Development

2019-01-12.

CANADA

ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY

THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT

AND

Corportation of the Municipality of Brooke-Alvinston

(HEREINAFTER REFERRED TO AS "THE RECIPIENT")

HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

(a) These Articles of Agreement

(b) Schedule A - Project Description and Signatures

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

(a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;

(b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,

(c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and

(d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, unpon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.

15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or *the Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

SIGNING OFFICERS FORM
GRANT AGREEMENT

Name of organization: _____ **Effective date:** _____

NOTICE TO SIGNATORIES

The information provided is collected under the authority of the *Department of Employment and Social Development Act*. The information in this Signing Officers Form will be used and may be disclosed for the purposes of validating the identity of individuals within the applicant organization having the authority to sign agreements, cheques and reports. Signatories to this form may be asked to provide additional information and/or documentation confirming their respective identities and roles within the recipient organization.

Completion of this form is voluntary; however, refusal to provide information will result in the applicant not being considered for funding.

The information provided may be shared with external consultants, review committee members, officials in other departments, federal, provincial and/or territorial governments or Members of Parliament for the purpose of review and verification.

The information provided may be used and/or disclosed for policy analysis, research and/or evaluation purposes. In order to conduct these activities, various sources of information under the custody and control of Employment and Social Development Canada (ESDC) may be linked. However, these additional uses and/or disclosures of personal information will never result in an administrative decision being made about an individual.

Personal information gathered in this form and/or made available to ESDC for further identification purposes, will be administered in accordance with the *Privacy Act* and the provisions governing the protection of personal information that are set out in the *Department of Employment and Social Development Act*, as applicable. The *Privacy Act* provides every person with a right to the protection of, and access to their personal information, which is described in Personal Information Bank(s) ESDC PPU 298. Instructions for obtaining this information are outlined in the government publication entitled Info Source, which is available at the following web site address: http://www.infosource.gc.ca. Info Source may also be accessed on-line at any Service Canada Centre.

CERTIFICATION

The Persons providing a specimen signature within this form, in so signing certify as follows:

a) that I am the person with the name indicated alongside my specimen signature;
b) that I will make available to Employment and Social Development Canada, upon their request, the necessary documentation for the purposes of further identification; and,
c) that I hold the title listed below and, in this capacity, am authorized to sign on behalf of the applicant organization in accordance with the organization's incorporating documents, bi-laws, or other relevant documents.

Section 1: Signing Officers for Agreement Purposes
(According to Letters, Patents or Other Incorporating Documents)

Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature

How many of the above signatures are require to bind your organization onto a legal agreement?

Clerk Administrator
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Parks & Recreation Advisory Committee - 2
Presented to Council:	February 14, 2019

Recommendation: That staff be directed to pursue the development of a Parks & Recreation Advisory Committee.

BACKGROUND:

At the January 24, 2019 regular session of Council, a draft Parks & Recreation Advisory Committee report was presented to Council for consideration. Council tabled the report and directed staff to work with Councillor Armstrong on the revisions.

In discussing the Advisory Committee with Councillor Armstrong, he envisioned that all nonprofit groups be represented on the Committee. There are approximately 25 non profit user groups that currently use the Parks & Recreation Facilities in the Municipality.

Option # 1
-invite all non-profit users to select a representative to sit on the Advisory Committee
-advisory group would select a chair amongst the group
-the Assistant Supervisor would act as liaison between the Advisory Committee and Council with reports from the meeting for Council to consider

Option # 2
In further research of Advisory Committees, another strategy is being proposed for Council to consider. In this proposal, an advertisement seeking members to serve on and advisory committee would be circulated to all user groups of the Parks & Recreation Facilities as well as placing the notice in the local newspaper, website and social media.

Applicants would submit their interest while noting the group they belong to (if any). The Assistant Supervisor would receive all applications and present them to Council for selection of 6-7 members. Council would select members to fill the vacancy according to: 2 sports affiliated; 1 local grounds affiliated; 1 community representative; 1 youth member, 2 service club members

With this second option of developing an advisory committee, a more manageable size of committee is established with a broad but balanced representation of the community and users.

Option # 3 (first proposal)

Staff are proposing an advisory committee be established to provide advice to Council and staff. The committee would include members of user groups with demonstrated interest and commitment to the delivery of quality recreation services, programs, and facilities and are willing to work toward effective implementation of the recreational facilities strategic plan and who collectively comprise a balanced representation of the community. As a benchmark, group members were selected that are currently "vested" in the parks and rec facilities and contribute a minimum of $5,000 towards programming / rental. The intent of the committee would be to bring recommendations to Council for consideration.

The following list outlines the members that would be sought for the advisory committee:

Optimist Club	Men's Rec. Hockey
Skating Club	Silverstick
Minor Ball	ELMHA

The draft terms of reference are attached should Council approve of this committee.

Reporting Structure

The Committee would report to Council via the Chair (BAICCC Assistant Supervisor). Administrative support to the Committee would be provided through the office (Administrative/ Office Assistant).

Financial Implications:

The committee would be created amongst volunteers of the said committees.

Janet Denkers, Clerk Administrator

January 29, 2019
Date

Municipality of Brooke-Alvinston
Recreation Advisory Committee
Terms of Reference

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1) MANDATE

The Parks & Recreation Advisory Committee is a committee that will make recommendations to Council in regards to the BAICCC and associated grounds including the ball diamonds (Inwood and Alvinston), community parks and flower beds

2) RESPONSIBILITIES

The primary responsibility of the Advisory Committee is to undertake a review of the Parks & Recreation facilities and grounds and make recommendations to Council & Staff

3) COMMITTEE COMPOSITION

** option 1,2 or 3

4) TOWNSHIP STAFF SUPPORT

The Assistant Supervisor of the BAICCC will be the conduit to provide administrative support. The members shall serve for the term of Council that appointed the members.

5) CHAIR

At the first meeting, the Committee shall select one if its members to act as a chair

6) BUDGET

The Committee does not have a budget. The role of the Committee is advisory only

7) COMMITTEE MEETINGS

The Committee shall attempt to meet quarterly.

8) REPORTING

A summary report after each meeting shall be presented to the Clerk Administrator for inclusion in the Council agenda.

CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Renewal of Patio at Armor's Ale House
Presented to Council:	February 14, 2019

Recommendation: That the Municipality enter into an agreement with Armor's Ale House in accordance with By-law 15 of 2016 to allow a patio on River Street at the Ale House be renewed.

BACKGROUND:

Armor's Ale House applied for a patio in 2016. Council approved the patio for a three year period in accordance with By-law 15 of 2016. The owners have requested a renewal of the previous agreement under the same conditions as initially imposed:

FINANCIAL CONSIDERATIONS: A fee of $100 annually is imposed for the patio.

COMMENTS: The Public Works Manager was consulted in drafting this report. There have been no formal complaints issued in regards to the patio.

RELATIONSHIP TO THE STRATEGIC PLAN
Support Local Businesses.

Janet Denkers, Clerk Administrator — Date: January 30, 2019

Attachment: By-law and Authorizing Agreement

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
BY-LAW NUMBER xx of 2019

A BY-LAW TO REGULATE OUTDOOR PATIOS

WHEREAS the Municipality of Brooke-Alvinston is desirous of entering into an agreement with Jamie & Vicki Armstrong (Armor's Ale House);

AND WHEREAS Section 8(3) of the Municipal Act 2001, c. 25 SO 2001, as amended, provides that a municipality may establish by-laws respecting matters which regulate or prohibit respecting a matter;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Brooke-Alvinston enacts as follows:

1. That the said Agreement attached as Schedule "A" to this By-law be hereby accepted.

2. That the Mayor and Clerk Administrator are hereby authorized to execute this Municipal Agreement

3. That this by-law shall take effect on the passing thereof.

Read a first, second and third time and finally passed this 14th day of February 2019

_____
Mayor

_____
Clerk Administrator

AGREEMENT FOR A SIDEWALK LEASE AGREEMENT
3225 / 3227 River Street

This agreement made this _____ day of _____, 2019

Between Jamie & Vicki Armstrong (Armor's Ale House)
(hereinafter referred to as the 'Lessee')

And THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
(hereinafter referred to as the 'Municipality')

WHEREAS the Municipal Act, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Municipal Act, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Lessee is the owner of lands identified as 3225 /3227 River Street., hereafter referred to as the 'Owners Lands', and more particularly described as: Armor's Ale House;

AND WHEREAS the Municipality wishes to enter into a Sidewalk Lease Agreement with Armor's Ale House respecting the use of a portion of the sidewalk/road allowance/boulevard in proximity to 3225 / 3227 River Street, Alvinston, ON;

NOW THEREFORE the parties agree as follows:

1. The leased area shall be used on a seasonal basis during the period commencing April 1st to October 31st, inclusive.

2. The term of this agreement shall be:

   April 1, 2019-October 31, 2019
   April 1, 2020-October 31, 2020
   April 1, 2021-October 31, 2021

3. At all times when the patio is not in operation during the period November 1st to March 31st, inclusive, the sidewalk is required to be cleared so that snow removal operations are not impeded in any way.

4. The fullest possible free and clear pedestrian movement shall be provided.

5. No tables or chairs shall be placed in any manner that will interfere with access by wheelchairs.

6. The establishment shall not be conducted in a noisy manner such as to interfere with other businesses or obstruct pedestrians, and shall be subject to closure daily at 1a.m.

7. The lessee shall abide by all provisions of the Smoke Free Ontario Act

8. Reflective markings shall be adhered to the outside of the patio walls for visibility

9. Where the proposed use of the leased sidewalk is for a licensed patio / café, the regulations prescribed by the Alcohol and Gaming Commission of Ontario shall be adhered to unless otherwise stipulated by Council. The revocation of any sidewalk patio lease agreement shall be enforced after any breach of the liquor laws of Ontario.

10. The lessee shall carry public liability insurance ($2 million) naming the Municipality as additional insured, satisfactory to the Municipality, to indemnify and save harmless the Municipality from any and all claims as a result of the use of any municipal property. Said insurance shall be provided and approved prior to use of the municipal lands and shall remain in effect during the use of the leased sidewalk.

11. Any construction work that is undertaken shall be in accordance with the Ontario Building Code and a Building Permit may be obtained if required. Any leasehold improvements permitted in the approved plan shall be done under the supervision and to the satisfaction of the Municipality and shall be maintained by the Lessee at the Owner's sole risk and expense to the satisfaction of the Municipality.

12. The Municipality shall be granted the power to terminate the lease within fifteen (15) days written notice should the property be required for municipal purposes upon reasonable grounds or if the lessee fails to comply with the terms of the lease.

13. In the event of a default by the Lessee or its assigns in the provision or maintenance of any of the matters and things required to be done by the Lessee pursuant to this Agreement, the municipality may, at the expense of the Lessee, send a notice in writing to the Lessee which notice shall specify the default and the requirements to rectify such default. If the Lessee has not completed the rectification of any such default or has failed to take, in the opinion of the Corporation, sufficient action to do so within twenty-one (21) days of receiving such notice, then the Municipality may, at the expense of the Lessee, enter upon the lands and do all such matters and things as are in default. Any cost incurred by the Municipality shall be paid by the Lessee to the Municipality within thirty

(30) days of the mailing of an invoice by the Municipality addressed to the then current owner of the Lessee lands as shown in the last revised assessment roll of the Municipality. In default of payment, such an amount referred to in this clause may be recovered by the Corporation in a like manner as taxes charge to the Owner's Lands pursuant to the provision of Section 427 of the Municipal Act, RSO, 2001 as amended.

14. The lessee agrees to pay $100 yearly for the term of this lease agreement.

15. The lessee shall have the option to extend the term of this agreement for a period of three years upon delivery of written notice to the Municipality not later than the 30th day prior to the expiry of this agreement provided that the Municipality has not served notice on the lessee that the land will be required for municipal purposes. The terms and conditions of this agreement shall continue to apply during the extension.

16. Tables, chairs and decorative accessories on patios that are used for the active selling of food or drink shall be placed a minimum distance of one meter from the curb line and ten centimeters from abutting properties.

17. The use of rain screens/curtains shall be in accordance with the following conditions:

a) the material shall be clear plastic or mesh screening only; no rigid materials shall be permitted;
b) rain screens/curtains shall only be permitted during rainy periods;
c) the period of operation shall be April 1 to October 31of each year;
d) umbrellas are excluded from this provision,

18. The lessee agrees not to encumber the sidewalk surrounding the leased area in any way and specifically not to permit the placement of "sandwich board" signs, planters or extraneous advertising objects on the sidewalk or to allow bicycles to be affixed to or leaned against the sidewalk patio fence.

19. The planting of annuals, vines and container growth is encouraged and shall be removed at the end of the approved seasonal use period.

20. The lessee agrees to maintain the patio in the manner of the approved plan attached hereto. The lessee agrees to maintain the patio fence, especially the top rail, as well as the top surface of the curb along the widened sidewalk around the patio so as to provide greater visibility.

21. No patio operator shall fail to maintain the sidewalk leased as a patio and it shall be an offence to fail to clean the sidewalk required for the patio.

22. No person shall deviate from the approved plans for the patio attached as Schedule A to By-law 15 of 2016.

23. This Agreement shall ensure to the benefit of and be binding upon the parties herein and their respective heirs, executors, successors, administrators and assigns except where specifically excluded and all covenants and agreements herein contained, assumed by or imposed upon the Lessee are deemed to be covenants which run with and bind the Lessee's lands.

_____ _____

Signature of Lessee Signature of Lessee

I/We have the authority to bind the Corporation I/We have the authority to bind the Corporation

_____ _____

Date Date

_____ _____

Signature of Mayor Signature of Clerk

_____ _____

Date Date

CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Budget Discussion Meeting # 2
Presented to Council:	February 14, 2019

Recommendation: That a secondary budget meeting date of February 21, 2019 be set and that the Clerk Administrator provide for the appropriate notification of the meeting.

BACKGROUND:

Council considered the preliminary 2019 budget on January 31, 2019. It was decided that a secondary meeting be held to discuss the budget in more detail.

February 21, 2019 at 3:30 p.m. is the recommended date for the second Council meeting to discuss the preliminary budget.

FINANCIAL CONSIDERATION:
Special Session cost: $385 + staff lieu time

Janet Denkers, Clerk Administrator

Feb 5, 2019
Date

CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Elected Officials Parental Leave Policy
Presented to Council:	February 14, 2019

Recommendation: That Council receive the report titled pregnancy leave and parental leave – Council policy; and Council approve the Council policy accordingly; and that Council direct staff to prepare a by-law for adoption at the next regular meeting adopting the said policy

BACKGROUND:

This is a staff report that introduces a new policy for Members of Council that addresses a new leave under the Municipal Act for pregnancy and parental leave for Council members.

In accordance with Bill 68, Municipalities are legislated to have a policy in place by March 1, 2019 regarding the pregnancy and parental leave of Council members. Many of the amendments being implemented with the passage of Bill 68 are based on the feedback from municipalities, the public and other organizations during the consultation period of Bill 68.

Section 259 of the Act, provides that a Member's seat becomes vacant if the Member is absent from Council meetings for three successive months without being authorized to do so by a Council resolution. Prior to Bill 68, a Member was required to obtain a resolution of Council for an extended leave of absence due to pregnancy, the birth of a child or adoption of a child. Bill 68 provided an exemption to the above noted provision such that no resolution of Council is required to grant an extended leave of absence for a Member if the absence is related to pregnancy or parental leave for twenty (20) consecutive weeks or less. Section 259 of the Municipal Act, 2001 now includes the following exception to the rules for when a Council member's seat becomes vacant: "*(1.1) Clause (1) (c) does not apply to vacate the office of a member of council of a municipality who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.*"

The Council of the Municipality of Brooke-Alvinston could still decide to excuse absences from meetings for any reason, including for pregnancy or parental leave, beyond twenty (20) weeks. Subsection 270 (1) requires municipalities to adopt and maintain policies with respect to a number of matters.

FINANCIAL IMPLICATIONS: N/A

Janet Denkers, Clerk Administrator — Feb 8, 2019 — Date

Municipality of Brooke-Alvinston
Elected Official Parental Leave Policy
February 2019

Issued:	Revision Date:	Approved by Council:

Policy statement

The Municipality of Brooke-Alvinston recognizes a Member of Council's right to take leave for the Members' pregnancy, the birth of the Member's child or the adoption of a child by the Member in accordance with the Municipal Act, 2001.

Purpose

This policy provides guidance on how the Municipality of Brooke-Alvinston addresses a Member's pregnancy or parental leave in a manner that respects a Member's statutory role as an elected representative.

Application:

In accordance with Section 270 of the Municipal Act, 2001, this policy applies to Members of Council.

Definitions

Pregnancy and/or Parental Leave: an absence of 20 consecutive weeks or less as a result of a Member's pregnancy, the birth of a Member's child or the adoption of a child by the Member in accordance with Section 259 (1.1) of the Municipal Act, 2001.

Procedures:

Municipal Council supports a Member of Council's right to pregnancy and/or parental leave in keeping with the following principles:

1. A Member of Council is elected to represent the interests of their constituents.

2. A Member's pregnancy and/or parental leave does not require Council approval and their office cannot be declared vacant as a result of the Pregnancy and/or Parental Leave.

3. The Member is entitled to continue to receive communication from the Municipality (Council packages, email, meeting invitations), as if the Member were not on Leave, in accordance with the wishes of the Member.

4. A Member of Council on Pregnancy and/or Parental Leave reserves the right to participate as a Member at any time during their leave.

Where a Member of Council will be absent due to a Pregnancy and/or Parental Leave the Member shall provide written notice to the Municipal Clerk outlining the expected duration of leave including a potential start date and return date.

It is understood that under emergent circumstances, a Member may not be able to submit the appropriate notice before the Leave commences. Each Member shall nonetheless endeavour to provide the appropriate notice in advance of any Leave or as soon as possible after commencing the Pregnancy and/or Parental Leave. The Municipal Clerk will provide the Mayor/Designate with a copy of any written notice.

Council shall make temporary appointments to fill any vacancies of the Member to Committees, Boards, or other meetings or activities of the Member.

Notwithstanding, at any point in time during a Member's Pregnancy and/or Parental Leave, the Member can provide written notice to the Municipal Clerk of their intent to lift any of the Council approved, temporary appointments. The Member shall inform the Town Clerk, with proper notice, on any changes regarding their return date.

CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Committee & Conference Pay
Presented to Council:	February 14, 2019

Recommendation: ***For Council Discussion***

BACKGROUND:

At the January 24th session of Council, Councillor Deans requested staff review the current Committee Pay and report on comparisons with other local municipalities. Staff found it relevant at this time to compare additional pay in addition to committee pay.

The following municipalities were contacted for requested rates of pay for Councillors:

- Township of Enniskillen
- Township of Adelaide Metcalfe
- Township of Dawn-Euphemia

Council has not seen a wage increase since 2011. The attached sheet outlines the comparison between the municipalities.

The recommendation to increase meeting pay only, and not provide honorariums encourages attendance at meetings. If an average of 23 meetings was used as a baseline, Brooke-Alvinston Councillors, with the recommended increase, fall between Dawn-Euphemia and Enniskillen for pay.

FINANCIAL CONSIDERATION:
The preliminary budget would be adjusted according to Council's decision. To compare with 2018 Council pay, the recommended increase reflects an increase of approximately $9,000 to the budget.

Janet Denkers, Clerk Administrator

Feb. 11, 2019
Date

Municipality	Committee Make-up (Committee of Adjustment)	Committee Pay	Council Pay (regular)	Stipends Honourariums Salary
Brooke-Alvinston	2-Council members 3-public	$50/meeting	$263(R) / Mayor $200 (R)/ Councillor $85 (S) / Mayor $75 (S) / Councillor	No
Recommend		$75 / meeting	$350(R) / Mayor $245(R) / Councillor $150 (S) / Mayor $105 (S) / Councillor	No
Dawn-Euphemia	5 Council members	$120 / meeting	$120/meeting	$4,966 / year $2,483.00 / year
Enniskillen	5 Council members	$102 / meeting	$156.30 / meeting	$5,965-Mayor $4,750 Deputy Mayor $3,480 Councillor
Adelaide Metcalfe	5 Council members	$155 / meeting	No meeting pay	$12,454 – Mayor $9,565 – D. Mayor $8,170 - Councillor
Municipality	# of Conferences	Conference allowance	What's included?	Per diem at conferece
Brooke-Alvinston	No limit on conferences	Convention Allowance $1500 / year	Includes per diem, accommodation, transportation (*registration is paid separate*)	Per Diem $200-Councillor $263 –Mayor
Recommend		Mayor - $2,000 Councillor $1,500	Status quo	Status quo on per diem
Dawn-Euphemia	Mayor can attend 2; Councillors attend 1	Convention Allowance Not specified		$120 / day plus $60 / day meal allowance
Enniskillen	No limit on conferences	Convention Allowance $2,500 / year	Includes registration, accommodation, per diem & transportation	$227.50/day

CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Warwick Fire Agreement
Presented to Council:	February 14, 2019

Recommendation: That the Council of the Municipality of Brooke-Alvinston approves of the draft fire agreement presented and that the associated By-law be approved.

BACKGROUND:

The Municipality of Brooke-Alvinston had a fire service agreement with Warwick for the provision of service for areas bordering the municipality. The previous agreement term ended on December 31, 2018. The agreement has been held in good faith while renewal was being looked at. An updated agreement with some amendments is proposed for Council's approval.

COMMENTS:

In summary, the agreement with Warwick sees the Watford Fire Station provide first response for an area in Brooke-Alvinston specified in clause 1.2.1 in the agreement. In turn Brooke-Alvinston provides the Township or Warwick an annual fee for service and a tanker for sole use by the Watford Station.

The proposed updated agreement with Warwick fire services includes the following revisions:

i) General formatting and wording changes as recommended in both the OFMEM report for Brooke Alvinston and the Warwick fire master plan
ii) The annual fee of $1,900 to reflect the cost of living increases applied in the last term of the agreement
iii) New clause (3.7) to require one year of advance notice from Brooke-Alvinston should they wish to end the provision of the tanker provided to Warwick in the agreement
iv) New schedule added to specify core services provided as part of the agreement

The proposed term is the same as the previous agreement at three years. The proposed agreement will end December 31, 2021 unless renewed.

This agreement does not include the provision of interim coverage for automatic aid response to Brooke-Alvinston for the area north of Courtright Line. The Watford Station continues to provide this service on a temporary interim basis.

FINANCIAL CONSIDERATIONS: A fee of $1900 is payable to Warwick Township for 2019 with the cost of inflation added for the years 2020 and 2021.

Janet Denkers, Clerk Administrator

Feb. 8, 2019
Date

Attachment: By-law

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER XX OF 2019

Being a by-law to authorize a fire agreement between the Corporation of the Township of Warwick and the Corporation of the Municipality of Brooke-Alvinston

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WHEREAS Section 8 of the *Municipal Act,* 2001, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 9 of the *Municipal Act,* 2001, provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS section 20(1) of the *Municipal Act*, S.O. 2001, c. 25, provides that a municipality may enter into an agreement with one or more municipalities to provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

NOW THEREFORE the Council of the Corporation of the Municipality of Brooke-Alvinston hereby enacts as follows:

1. That the Mayor and Administrator/Clerk be authorized to execute and affix the Corporate Seal on behalf of the Corporation to an agreement between the Municipality of Brooke-Alvinston and the Township of Warwick, a copy of such agreement being hereto attached and marked as Schedule "A" to this By-law.

2. That By-law 49 of 2015 is hereby repealed.

3. That this By-law shall come into full force and effect as of January 1, 2019.

By-law read a first, second and third time and finally passed this 14th day of February, 2019.

_____

David Ferguson, Mayor

_____

Janet Denkers, Clerk-Administrator

Schedule ' A' to By-law XX of 2019

AGREEMENT MADE this 14th day of February, 2019.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF WARWICK

And

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

WHEREAS Section 20 of The Municipal Act, 2001 S.O. 2001 c.25, provided that Municipalities may enter into agreements to provide for their joint benefit any service which all of them have the power to provide within their own boundaries;

AND WHEREAS Section 2 of the Act permits Municipalities to provide the services that the Municipalities consider necessary;

AND WHEREAS Municipalities are responsible for the provision of fire safety, fire prevention and fire protection services pursuant to the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4;

NOW THEREFORE in consideration of the covenants and terms and conditions contained herein, the parties agree as follows:

1. **Coverage Area**

1.1. The Township of Warwick will provide fire protection, prevention and all emergency calls, as hereinafter described, to the following lands and buildings and the structures erected thereon in the Municipality of Brooke-Alvinston, as per Schedule 'A' of this agreement.

1.2. More particularly, the areas for service are described as being :

1.2.1. Lots 1 to 29, inclusive in the 14th Concession including the gore, in the Municipality of Brooke-Alvinston, and

2. **Level of Service**

2.1. The protection and rescue to be furnished by Township of Warwick will be that it will dispatch the fire equipment as defined in this agreement and Fire Services outlined in Schedule 'B'; and further will provide as many volunteer firemen as circumstances permit, as promptly as possible, to all calls in respect of fires and first response calls which take place in the aforementioned coverage area.

2.2. It is understood and agreed between the parties hereto that the Township of Warwick, will provide protection to each municipality as per by-law agreement.

3. **Equipment and Supplies**

3.1. The Township of Warwick shall supply a fire pumper equipped with at least a tank that holds 500 gallon a minute pump and suitable auxiliary equipment to fight rural fires and will maintain the said equipment in good mechanical condition.

3.2. The Municipality of Brooke-Alvinston shall provide Township of Warwick, with a tank truck with a minimum of 1,500 gallons of water capacity, equipped with a two-way radio, siren, red flashers, and portable pump. In addition, the Municipality of Brooke-Alvinston shall repair and maintain the aforesaid truck in operational condition to provide the said services.

3.3. The Watford Fire Station shall house equipment outlined in 3.2 and clean the said equipment as deemed necessary.

3.4. It is understood that the said tank truck, in 3.2 may be employed in the Township of Warwick, as well as servicing the Municipality of Brooke-Alvinston's service area, as set out in clause 1.1.

3.5. The Township of Warwick, shall supply a rescue van for the purposes of carrying firefighting equipment. The dispatch of said rescue van will be at the complete discretion of Watford Station's Fire Chief, as to its necessity.

3.6. It is understood and agreed between the parties that the Municipality of Brooke-Alvinston shall have equity in the said tank truck, in subsection 3.2 but no equity in the other firefighting equipment of the Township of Warwick Fire and Rescue.

3.7. Should the Municipality of Brooke-Alvinston choose to end the provision of the pumper outlined in section 3.2, advance notice of 1 year is required to the Corporation of the Township of Warwick so that adequate equipment replacement plans can be formed.

4. **Insurance**

4.1. The Municipality of Brooke-Alvinston shall provide proof of adequate insurance coverage for their equipment as well as the operation of said equipment by the Township of Warwick Fire Rescue – Watford Station.

5. **Payment**

5.1. The Municipality of Brooke-Alvinston agrees to an annual payment of $1,990 to the Corporation of the Township of Warwick for services rendered commencing in the first calendar year of 2019.

5.2. The annual payment shall be increased annually based on the CPI and Inflation Rates for Ontario.

5.3. The annual payment shall be paid to The Township of Warwick no later than March 31st annually every year of this contract.

6. **Disclaimer**

6.1. The Corporation of the Township of Warwick and/or the members of the Watford Station shall not be held responsible for the failure of Township of Warwick Fire and Rescue to respond to a fire call for any reason, including an act of God, strikes, riots, etc., or to provide fire protection as described in this agreement.

7. **Term**

7.1. This agreement shall come into force on the 1st day of January, 2019; and shall continue in force for a period of three (3) years from such date being December 31st, 2021.

7.2. At the end of the said period, this agreement may be renewed upon such terms as the parties may then agree, provided that either party may give the other party 90 days notice of termination of the agreement. Such notice of termination to be in writing and to be sent by registered mail.

7.3. In the event that the Municipality of Brooke-Alvinston cannot provide said equipment in operational order for the Township of Warwick Fire and Rescue – Watford Station to use in fire protection, this contract shall be null and void and the Township of Warwick shall not be liable for service delivery.

7.4. Upon the execution of this agreement, any existing agreements between the parties with respect to fire protection shall forthwith become null and void.

IN WITNESS WHEREOF each of the parties hereto has affixed its Corporate Seal by the hands of its proper officers.

SIGNED, SEALED AND EXECUTED:

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

_____

Mayor

_____

Clerk –Administrator

THE CORPORATION OF THE TOWNSHIP OF WARWICK

_____

Mayor

_____

Clerk/Administrator

Schedule A

Core services provided as part of agreement:

a) Basic firefighting
b) Structural firefighting including rescue
c) Vehicle firefighting
d) Grass, brush, firefighting
e) Automatic aid
f) Mutual aid
g) Basic medical assist
h) Advanced medical assist with defibrillation
i) Vehicle accidents
j) Vehicle extraction
k) Transportation incidents involving vehicles
l) Public assistance
m) Ambulance assistance
n) Police assistance
o) Community emergency plan participations
p) Farm machinery extrication, excluding confined spaces
q) Role as Assistant to Fire Marshal

NOTE: The Fire Chief or Incident Commander may perform activities not listed above to save life or protect property.

CLERK ADMINISTRATOR
STAFF REPORT
Open Report

Report to:	Mayor Ferguson and Members of Council
From:	Janet Denkers, Clerk Administrator
SUBJECT:	Code of Conduct
Presented to Council:	February 14, 2019

Recommendation: That Council adopt the Code of Conduct for Councillors as attached; and that the by-law adopting the Code of Conduct for Councillors be presented for adoption at the February 28. 2018 regular session of Council.

BACKGROUND:

Effective March 1, 2019, all Ontario Municipalities will require a code of conduct as specified in recent changes to the Municipal Act, S.O. 2001, c.25 as amended.

The attached policy incorporates the required legislative revisions based on Bill 68, Modernizing the Municipal Act Legislation Act and includes revisions based on the Integrity Commissioners knowledge and expertise of what is best practice for a Code of Conduct for municipalities.

CONSULTATION

The attached Code of Conduct was reviewed and discussed with the municipal Integrity Commissioner, Robert Swayze. He supports the policy.

FINANCIAL CONSIDERATION:

All complaints against Council members will be subject to a $100 fee. Should the complaint be legitimate, the fee will be reimbursed to the complainant. Should the complaint be deemed frivolous or vexatious by the Integrity Commissioner, the fee is non-refundable.

Janet Denkers, Clerk Administrator

Feb. 11, 2019
Date

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
BY-LAW NUMBER xx OF 2019

Being a By-law to establish a Code of Conduct for Members of the Brooke-Alvinston Municipal Council

WHEREAS Section 223.2 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may establish codes of conduct for Members of Council of the municipality and of local boards of the municipality;

AND WHEREAS the *Modernizing Ontario's Municipal Legislation Act*, 2016 (Bill 68) was enacted and includes amendments to the *Municipal Act* and the *Municipal Conflict of Interest Act* coming into force on March 1, 2019;

AND WHEREAS the Council of the Corporation of the Municipality of Brooke-Alvinston considers it appropriate and proper to establish a code of conduct (the "Code") and to enact a by-law in this regard.

NOW THEREFORE BE IT ENACTED by the Council of the Corporation of the Municipality of Brooke-Alvinston that the following Code of Conduct for Members of Council is hereby adopted:

PREAMBLE
Members of Council have the privilege of attaining elected office. That privilege carries significant responsibilities and obligations with respect to the public trust. In order to strengthen the role of Council and to enhance public trust with respect to the obligations of its Members, this Code is established to govern and regulate the ethical conduct of all Members. This Code also supplements other existing Federal and Provincial legislation and Municipal by-laws and policies that govern Members' conduct which include but are not limited to the following:

- Criminal Code of Canada
- Municipal Act
- Municipal Conflict of Interest Act
- Municipal Freedom of Information and Protection of Privacy Act
- Occupational Health and Safety Act (Violence and Harassment in the workplace)
- Ontario Human Rights Code
- Planning Act
- All by-laws and policies approved by Council of the Municipality of Brooke-Alvinston

1. PURPOSE AND PRINCIPLES

1.1 The Code sets out and identifies the Municipality's expectations for its Members and establishes rules for appropriate conduct.

1.2 The public expects the highest moral and ethical standards of conduct from Members that it elects. The behaviour and actions of Members is expected to reflect the principles of accountability, transparency, and public trust. Adherence to these standards will protect and maintain the Municipality's reputation and integrity.

1.3 The key statements of principle that underline this Code are as follows:

(a) the decision-making process of Council is open, accessible and equitable and respects the Municipality's governance structure;

(b) public office is not to be used for the personal financial benefit of any Member;

(c) Municipal residents should have confidence in the integrity of their local government and of their Members; and

(d) the conduct of each Member demonstrates fairness, respect for differences and a duty to work with other Members together for the common good.

2. DEFINITIONS

2.1 In this Code:

(a) **"Applicant"** means a person who has applied for an investigation by the Integrity Commissioner of an alleged contravention of the *Municipal Conflict of Interest Act;*

(b) **"Application"** means a written request for an investigation with respect to an alleged contravention of the Municipal Conflict of Interest Act;

(c) "**Clerk**" means the Clerk of the Municipality or his/her designate;

(d) "**Code**" means the "Code of Conduct for Council Members" as established by Council pursuant to Section 223.2 of the *Municipal Act, 2001;*

(e) "**Complainant**" means a person who has filed a complaint in accordance with this Code;

(f) "**Complaint**" means a written objection filed with the Integrity Commissioner pursuant to this Code respecting a Member;

(g) "**confidential information**" means any information in the possession of or received in confidence by the Municipality that the Municipality is prohibited from disclosing or has decided to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act* or other legislation, which includes but is not limited to:

(i) information that is disclosed or discussed at a meeting that is closed to the public pursuant to subsection 239(2) of the Municipal Act, 2001;

(ii) information that is given verbally in confidence in preparation for or following a meeting that is closed to the public pursuant to subsection 239(2) of the *Municipal Act*, 2001;

(iii) personal information as defined in subsection 2(1) of the *Municipal Freedom of Information and Protection of Privacy Act*;

(iv) advice that is subject to solicitor-client privilege or information that concerns litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality;

(v) information that concerns any confidential matters pertaining to personnel, labour relations, or items under negotiation;

(vi) price schedules in contract tenders and information about suppliers provided in contract tender or requests for information, quotation or proposal submissions, if such information is given in confidence, implicitly or explicitly;

(vii) sources of complaints where the identity of the complainant is given in confidence; or

(viii) any information lawfully determined by the Council to be confidential or required to remain or be kept confidential by legislation or order.

(h) "**Council**" means the Council of the Corporation of the Municipality of Brooke-Alvinston

(i) "**gift**" means cash, fees, admission fees, advances, vouchers, invitations, objects of value, services, offers, personal benefits, travel and accommodation or entertainment that are provided to

and retained by a Member, that could be seen to be connected directly or indirectly to the performance of the Member's duties;

(j) "**harassment**" or "**harass**" involves engaging in a course of behaviour, comment or conduct, whether it occurs inside or outside the work environment, that is or ought reasonably to be known to be unwelcome. It includes but is not limited to any behaviour, conduct or comment by a Member that is directed at or is offensive to another person:

i) on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, handicap, sexual orientation, marital status, or family status, as well as any other grounds under the provisions of the Human Rights Code; or

ii) which is reasonably perceived by the recipient as an intention to bully, embarrass, intimidate or ridicule the recipient.

(k) "**Integrity Commissioner**" means the Integrity Commissioner appointed by Council pursuant to Section 223.3 of the *Municipal Act, 2001;*

(l) "**Local Board"** is hereby defined as in Section 1(1) and Section 223.1 of the *Municipal Act,* as amended.

(m) "**meeting**" means any legally-constituted meeting of Council or a Local Board;

(n) "**Member**" means a member of Council including the Mayor, or a member of a local Board;

(o) "**social media**" means web-based applications and on-line forums that allow users to interact, share and publish content such as text, links, photos, audio and video;

(p) "**staff**" means direct employees of the Municipality whether full-time, part-time, contract (including employees of staffing agencies) or casual (including students and volunteers);

(q) "**Municipality**" means the Corporation of the Municipality of Brooke-Alvinston; and

(r) "**Municipal property**" includes, but is not limited to, all real and personal property, facilities, vehicles, equipment, supplies, services, staff, documents, intellectual property, computer programs or technological innovations belonging to the Municipality.

3. CONDUCT OF MEMBERS

A Member shall at all times conduct themselves with propriety, decency and respect and with the understanding that all members of the public, other Members and staff are to be treated with dignity, courtesy and respect, recognizing that a Member is always a representative of the Municipality and of their elected office. A Member shall at all times conduct themselves with decorum and in accordance with the Municipality's Procedure By-law during any meetings and in a manner that demonstrates fairness, respect for individual differences, and an intention to work together for the common good and in furtherance of the public interest.

4. COMPLIANCE WITH THE CODE OF CONDUCT

4.1 This Code applies to every Member. This Code shall be applied to members of Local Boards, who are not members of Council, with necessary modifications applied in the discretion of the Integrity Commissioner.

4.2 A Member shall:

(a) observe and comply with every provision of this Code, as well as all other policies and procedures adopted or established by Council affecting the Member, acting in his or her capacity as a Member;

(b) respect the integrity of the Code and inquiries and investigations conducted under it; and

(c) co-operate in every way possible in securing compliance with the application and enforcement of the Code.

4.3 No Member shall:

(a) undertake any act of reprisal or threaten reprisal against a complainant or any other person for providing relevant information to the Integrity Commissioner or any other person; or

(b) obstruct the Integrity Commissioner, or any other municipal official involved in applying or furthering the objectives or requirements of this Code, in the carrying out of such responsibilities, or pursuing any such objective.

5. TRANSPARENCY AND OPENNESS IN DECISION MAKING

Members shall:

(a) conduct Council business and their duties in an open and transparent manner so that stakeholders can understand the process and rationale which has been used to reach decisions;

(b) ensure the public has input and receives notice regarding Council's decision making processes in accordance with the Procedure By-law;

(c) ensure compliance with the *Municipal Act, Municipal Conflict of Interest Act, Municipal Freedom of Information and Protection of Privacy Act*, and other applicable legislation regarding open meetings, accountability and transparency.

6. ACCESS TO INFORMATION AND CONFIDENTIALITY

A Member shall:

(a) only be entitled to have access to information in the possession of the Municipality that is relevant to matters before Council or a Committee or that is relevant to their role as Members of Council. Otherwise, they have the same access rights to information as any member of the public. and

(b) have a continuing obligation to keep information confidential, even if the Member ceases to be a Member.

No Member shall:

(a) obtain access, or attempt to gain access, to confidential information in the custody or control of the Municipality except in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*;

(b) disclose, release or publish by any means, including social media any confidential information acquired by virtue of his or her office, in any form, except when required or authorized by Council or otherwise by law to do so;

(c) provide to any other person to disclose, release, publish any confidential information acquired by virtue of his or her office, in any form, except when required or authorized by Council or otherwise by law to do so;

(d) use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body; or

(e) disclose or discuss, through written, electronic or verbal communication, to any individual or corporate third party, any information that has been or will be discussed at a closed session meeting of Council or a Committee until such time that Council or a Committee has determined or has been advised by staff that the matter, or any part of the matter, can be made public subject to review by the head or designate under the *Municipal Freedom of Information and Protection of Privacy Act* or if directed to do so by a court.

7. UNDUE USE OF INFLUENCE

No Member shall use their status as a Member of Council to improperly influence the actions or decisions of staff or others to the private advantage of the Member or his or her family, employees or business associates.

8. STAFF RELATIONS

8.1 Only Council as a whole and no single Member including the Mayor, has the authority to direct employees, approve budgets, policy, and other such matters, unless specifically authorized by Council.

8.2 A Member shall:

(a) respect staff and acknowledge that staff is required to provide objective advice while remaining neutral, carry out directions of council as a whole, and administer the policies of the Municipality without undue influence from any Member.

(b) Respect the administrative structure and direct any staff performance concerns through the appropriate supervisory staff.

8.3 No Member Shall:

(a) maliciously or falsely impugn the professional or ethical reputation of any staff;

(b) compel staff to engage in partisan political activities, or subject staff to threat or discrimination for refusing to engage in such activities; or

(c) use their authority or influence to threaten, intimidate, or coerce staff or improperly interfere the lawful exercise of the duties of staff.

9. GIFTS

9.1 No Member shall accept a gift or personal benefit that is connected directly or indirectly with the performance of their duties unless authorized by one of the exceptions below.

9.2 Notwithstanding Section 9.1 the following exceptions are applicable:

(a) gifts received as an incident of protocol or social obligation that normally accompany the responsibilities of elected office;

(b) gifts that are not connected directly or indirectly with the performance or duties of office;

(c) compensation authorized by law;

(d) a reimbursement of reasonable expenses incurred in the performance of activities connected with a legitimate municipal purpose;

(e) political contributions that are otherwise offered, accepted and reported in accordance with applicable law;

(f) services provided without compensation by persons volunteering their time;

(g) a suitable memento of a function with nominal value, honouring the Member or the Municipality;

(h) food, lodging, transportation and entertainment provided by provincial, regional and local governments or political sub-divisions of them, and by the federal government or the government of a foreign country;

(i) food, beverages and/or admission fees provided by banquets, receptions or similar events if attendance is the result of protocol or social obligation consistent with the responsibilities of office, and the person extending the invitation has done so infrequently and that person or a representative of the organization is in attendance;

10. USE OF MUNICIPAL PROPERTY

10.1 A Member shall:

(a) only use Municipal property for activities relevant to their role as Members of Council; and

(b) not obtain any personal financial gain or advantage from the use of Municipal property.

11. POLITICAL ACTIVITY

11.1 Members may not use Municipal resources for any type of political activity during a municipal election and at any other time, including promoting or opposing the candidacy of any person to elected office in any municipal, provincial and federal campaign.

12. HARASSMENT

No member shall harass any other member, any staff, or any member of the public.

13. ENCOURAGEMENT OF RESPECT FOR THE MUNICIPALITY AND ITS BY- LAWS

13.1 A member shall:

(a) encourage the public, prospective contractors and members of the public, and their colleagues to abide by the Municipality's by-laws and policies, including this Code; and

(b) accurately communicate the decisions of Council even if they disagree with the majority decision of Council, and by so doing affirm the respect and integrity in the decision-making processes of Council.

14. SOCIAL MEDIA

14.1 A member shall:

(a) adhere to any and all Municipal policies and guidelines, regarding social media use; and

(b) always identify themselves without any attempt to cover, disguise or mislead as to their identity or status as an elected representative of the Municipality when using social media.

14.2 No member shall:

(a) use social media to publish anything that is dishonest, untrue, offensive, disrespectful, constitutes harassment, is defamatory or misleading in any way.

15. ROLE OF THE INTEGRITY COMMISSIONER

15.1 The Municipality shall appoint an Integrity Commissioner under Section 223.3 of the Municipal Act, 2001 who is an independent officer and who will report directly to Council and be responsible for carrying out his or her functions in accordance with the Municipal Act, 2001 and any other functions assigned by Council, in an independent manner.

15.2 The Integrity Commissioner shall provide the following services:

(a) The application of the code of conduct for members of council and the code of conduct for members of local boards or of either of them.

(b) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards or of either of them.

(c) The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council or of local boards.

(d) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.

(e) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.

(f) Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.

(g) The provision of educational information to members of council, members of local boards, the municipality and the public about the

municipality's code of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act.*

16. COMPLAINT/APPLICATION PROCESS

16.1 A complaint that a member has contravened the Code may be initiated by any person, any Member of Council, or by Council as follows:

(a) a complaint shall be made in writing and directly forwarded to the Integrity Commissioner by mail, e-mail, fax or courier;

(b) a complaint must be signed and dated by the complainant who shall be an identifiable individual (complaints may not be submitted by any group, organization or corporation);

(c) the alleged violation shall have taken place within sixty (60) days of filing the complaint with the Integrity Commissioner;

(d) a complaint shall include:

(i) an explanation, with specific reference to sections of the Code, as to why the issue raised is alleged to be a contravention of the Code;

(ii) any evidence in support of the allegation; and

(iii) any witnesses in support of the allegation must be identified.

16.2 If filed with the Integrity Commissioner after March 1, 2019, an Application to the Integrity Commissioner to inquire into an alleged contravention of Sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* ("MCIA") may be made by an elector as defined in Section 1 of the MCIA or by a person demonstrably acting in the public interest, as follows:

(a) An application shall be made in writing and shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier;

(b) An Application must be signed and dated by the complainant who shall be an identifiable individual (complaints may not be submitted by any group, organization or corporation);

(c) An Application shall include:

(i) An explanation with specific reference to sections of the MCIA, as to why the issue raised is alleged to be a contravention of the Act;

(ii) any evidence in support of the allegation;

(iii) any witnesses in support of the allegation must be identified; and

(iv) a statutory declaration attesting to the fact that the applicant became aware of the alleged contravention not more than six weeks before the date of application in accordance with Section 223.4.1 (5) & (6) of the *Municipal Act,* as amended.

(d) An Application may only be made within six weeks after the applicant became aware of the alleged contravention and otherwise in compliance with Section 223.4.1(5) & (6) of the Municipal Act, as amended.

16.3 The Integrity Commissioner shall undertake an initial review of a complaint that has been filed and shall determine whether the matter relates to non-compliance with the Code or other corporate policy applying to Members. The Integrity Commissioner shall have no power or jurisdiction to investigate or otherwise deal with the complaint, if the complaint is not alleging a contravention of the Code or other corporate policy applying to Members or if the complaint relates to the following matters:

(i) **Criminal Matter** – if the complaint relates to an allegation of a criminal nature consistent with the Criminal Code, the complainant shall be advised that pursuit of such an allegation must be made through the appropriate police service;

(ii) **Municipal Freedom of Information and Protection of Privacy** – if the complaint relates to a matter under the Municipal Freedom of Information and Protection of Privacy Act, the complainant shall be referred to the Clerk.

(iii) **Municipal Elections Act** – if the complaint relates to the enforcement of the Municipal Elections Act, the complainant shall be referred to the Compliance Audit Process if the matter relates to campaign finances or to such other avenues of investigation as dictated by that Act.

16.4 If the Integrity Commissioner determines they do not have jurisdiction as described in Section 16.3 the Integrity Commissioner shall advise the complainant in writing accordingly.

16.5 The Integrity Commissioner may dispose of a complaint on the basis that it is not within the jurisdiction of the Integrity Commissioner in a summary manner and may do so confidentially or report same to Council. The Integrity Commissioner may also seek further information or clarification from the complainant and shall endeavour to apprise the complainant of subsequent steps and the processing of the complaint and any ensuing investigation.

16.6 If the Integrity Commissioner is of the opinion that a complaint is frivolous or vexatious or is not made in good faith, or that there are no grounds or insufficient grounds for conducting an investigation, the Integrity Commissioner may choose not to investigate or, if already commenced, may terminate any investigation, or may dispose of the complaint in a summary manner. The Integrity Commissioner shall advise the complainant in writing of his or her decision and reasons for not undertaking an investigation or terminating it.

16.7 If the Integrity Commissioner has decided to commence an investigation of a complaint (except where otherwise required by the *Public Inquiries Act*, 2009, if applicable), the Integrity Commissioner shall provide a copy of the complaint and supporting evidence to the Member whose conduct is in question with a request for a written response to be provided within ten (10) days. The Integrity Commissioner may provide the response from the Member to the complainant with a request for a written reply also within ten (10) days.

16.8 The Integrity Commissioner shall review the written responses and may, if necessary discuss the matter with anyone that the Integrity Commissioner considers is relevant to the complaint. The Integrity Commissioner may access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act, 2001* and may access any Municipal workplace relevant to the complaint, including any documents or records under the custody or control of the Municipality.

16.9 Before finalizing a report to Council which recommends sanctions, the Integrity Commissioner shall provide the Member with the basis for their findings and any sanctions that may be recommended. The Member shall have the opportunity to comment further, either in writing, verbally or in person to the Integrity Commissioner on the proposed findings and sanctions.

16.10 Upon conclusion of a complaint investigation, the Integrity Commissioner shall:

(a) issue a report to Council on the findings of the investigation and, where there is a finding of contravention of the Code, the report shall contain the detailed findings, any recommended sanctions, or any settlement; and

(b) provide a copy of the final report to the Member at the same time as the final report is made available to the Clerk and to the complainant at the same time as the report becomes public.

16.11 Upon conclusion of an Application investigation, the Integrity Commissioner may, if he/she considers it appropriate, apply to a Judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the member has contravened Section 5, 5.1 or 5.2 of the Act.

16.12 The Integrity Commissioner shall:

(a) advise the applicant if he or she will not be making an application to a judge; and

(b) after deciding whether or not to apply to a judge, provide a written report providing reasons for the decision.

16.13 The Integrity Commissioner's report on a complaint shall be placed on an agenda for consideration at a public meeting of the Committee of the Whole or Council, in accordance with the Procedure By-law, as determined by the Clerk in consultation with the Integrity Commissioner.

17. PENALTIES

17.1 Upon receipt of a final report and the recommendations of the Integrity Commissioner, Council may, where the Integrity Commissioner has determined there was a violation of the Code, impose either of the following two (2) penalties:

(a) a reprimand; or

(b) suspension of remuneration paid to the Member in respect of his or her services as a Member for up to ninety (90) days.

17.2 Council may also take the following actions:

(a) removal from membership of a Local Board;

(b) removal as chair of a Local Board;

(c) request the repayment of reimbursement of monies received;

(d) request the return of property or reimbursement of its value;

18. REFUNDABLE FEE

18.1 A Complainant shall pay to the Municipality a refundable fee in the amount of $100.00 upon the filing of a complaint

18.2 The fee shall be refunded to the Complainant when the Integrity Commissioner files his or her annual report, except as may otherwise be required under this By-law

18.3 Where a complaint is found to be frivilous, vexatious or not made in good faith, the fee shall not be refunded.

18.4 A receipt will be issued to the Complainant and the receipt must accompany the complaint to the Integrity Commissioner prior to being reviewed.

19 INTERPRETATION

19.1 This code shall be interpreted as follows:

(a) the headings in the Code form no part of the Code but shall be deemed to be inserted for convenience of reference only;

i. all changes in number and gender shall be construed as may be required by the context;

ii. the reference to any Municipal official shall be deemed to include the Municipal official who performs the duties of such referenced person from time to time, including their delegates;

iii. the reference to Integrity Commissioner shall be deemed to include any person who has been delegated powers and duties by the Integrity Commissioner in accordance with subsection 223.3(3) of the Municipal Act, 2001;

iv. the reference to a statute or regulation, except as may be otherwise provided, shall be deemed to include such statute or regulation as may be amended or re-enacted from time to time or its successor legislation, and, in each case, the regulations made from time to time pursuant thereto;

v. the reference to a by-law, resolution, policy or guideline made, enacted, established or adopted by the Municipality, including the Code, except as may be otherwise provided, shall be deemed to include such by-law, resolution, policy or guideline as may be amended or re-enacted from time to time or its successor by-law resolution policy or guideline made, enact, established or adopted from time to time; and

vi. if a court of competent jurisdiction should declare any section or part of a section of this Code to be invalid, such section or part of a section shall not be construed as having persuaded

or influenced Council to pass the remainder of this Code and it is hereby declared that the remainder of this Code shall be valid and remain in force.

AND THAT this By-Law comes into force on , 2019.

ENACTED THIS DAY OF 2019

_____
Mayor

_____
Clerk-Administrator

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER xx OF 2019

Being a by-law Appoint an Integrity Commissioner

WHEREAS S.223.3, as amended, of the Municipal Act, S.O. 2001, c.25 authorizes a Municipality to appoint an Integrity Commissioner before March 1, 2019;

WHEREAS the Councils of the Municipality of Brooke-Alvinston deems it advisable to appoint Robert J, Swayze, Barrister & Solicitor as the Municipal Integrity Commissioner for the term March 1, 2019 – March 31, 2023;

NOW THEREFORE the Council of the Corporation of The Municipality of Brooke-Alvinston hereby enacts as follows:

1. That the said Agreement attached as Schedule "A" to this By-law be hereby accepted.

2. That the Mayor and Treasurer Administrator are hereby authorized to execute this Municipal Funding Agreement for the transfer of federal gas tax revenues between the Association of Municipalities of Ontario and the Municipality.

3. This by-law shall come into force and take effect on the final passing thereof.

By-law read a first, second and third time and finally passed this 14th day of February, 2019.

Mayor – David Ferguson

Clerk Administrator – Janet Denkers

AGREEMENT RE: INTEGRITY COMMISSIONER

DATED: March 1, 2019.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVISTON

(hereinafter referred to as the "Municipality")

-and-

ROBERT J. SWAYZE, BARRISTER & SOLICITOR

(hereinafter referred to as the "Independent Contractor")

WHEREAS:

(A) Section 223.3 as amended, of the *Municipal Act, 2001,* S.O. 2001, c.25 (the "Act"), authorizes a Municipality to appoint an Integrity Commissioner, hereinafter referred to as Integrity Commissioner, who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to

a. the application of the code of conduct for members of council and the code of conduct for members of local boards or of either of them;
b. the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards or of either of them; or
c. both of clauses (a) and (b).

(B) The *Modernizing Ontario's Municipal Legislation Act*, 2016 (Bill 68) was enacted and includes amendments to the *Municipal Act* and the *Municipal Conflict of Interest Act* coming into force on March 1, 2019;

(C) In appointing an Integrity Commissioner and in assigning powers and duties to him/her, Municipality shall have regard to, among other things:

a. the investigators independence and impartiality;
b. confidentiality with respect to the investigator's activities;
c. the creditability of the investigator's investigative process;

(D) the Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

NOW THEREFORE the parties agree as follows:

1. Services - The Municipality hereby retains and appoints the Independent Contractor as an Integrity Commissioner for the purposes of Section 223.3 of the *Act* and the Integrity Commissioner agrees to provide such services for and at the request of the Municipality and accepts such appointment.

2. Duties - The duties of the Independent Contractor shall be:

   (a) To provide written and oral advice to individual members of Council and to members of local boards about their own situation under the Code of Conduct and other procedures, rules and policies governing the ethical behaviour of members.

   (b) To provide Council and its local boards with specific and general opinions and advice on the Municipality's procedures, rules and policies regulating the conduct of members and issues of compliance with such regulations.

   (c) To conduct inquiries into a request made by Municipal Council, a member of Council, a local board, a member of a local board or a member of the public into whether a member of Council or a member of a local board has contravened any applicable code of conduct, procedures, rules and policies governing the ethical behaviour of members.

   (d) To determine whether a member of Council or a member of a local board has violated any Municipal procedures, rules and policies governing ethical behaviour and report any violation with any recommendation for sanction to Council.

   (e) To provide an annual report to Council on issues addressed, including examples in general terms of advice rendered and complaints received and disposed of.

   (f) To provide, as requested, outreach programs to Council and local boards on issues of ethics and integrity.

   (g) To provide, as required, recommended policies and procedures to govern the ethical behaviour of Members of Council and local boards.

In performing such duties, the Integrity Commissioner shall have the powers set out in Subsection 223.4 of the Act.

3. Fees

(a) Retainer - The Independent Contractor shall be paid an annual retainer of $500, payable in advance. For such retainer, the Independent Contractor will provide two hours of service at no charge in each year while this agreement remains in force.

(b) Hourly Rate - In any month, the Independent Contractor shall be paid a fee at the rate of $235.00 per hour for his/her time spent. The Independent Contractor agrees that such fee shall be charged only for such time that the Independent Contractor is actively investigating an inquiry, preparing and presenting his/her report with respect thereto or addressing a request for advice or information from the municipality. It is understood that trips to the Municipal offices will be minimized, but in such event, time spent:

i. Will include travel time at $100 per hour and mileage at $.52 per Kilometre.
ii. If the trip is overnight, docketed time spent in the Municipality will stop at 4:30 pm and re-commence at 8:30 am, unless meetings are held in the evening. The Independent Contractor is entitled to be reimbursed other reasonable receipted expenses related to his/her duties.

(c) Detailed Invoices - The Independent Contractor further covenants and agrees to provide detailed dockets of his time spent and to identify each matter separately. The Independent Contractor shall invoice the Municipality quarterly or as otherwise required by the Clerk.

4. Term -

The term of this Agreement (the "Term") is for four (4) years commencing on March 1, 2019 and ending on March 31, 2023. This agreement may be terminated by either party on thirty (30) days' notice to the other provided that if the Independent Contractor has commenced an investigation he/she will be allowed to complete such investigation and report to Council if required. Any such termination by the Municipality shall be accomplished by resolution of Council.

relevant statutory provisions.

10. Entire Agreement - This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement.

IN WITNESS WHEREOF each of the parties hereto have set their hand and seal as of this 1st day of March, 2019

THE CORPORATION OF THE MUNICIPALITY OF

Per: _____
Mayor

Per: _____
Clerk

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

_____ _____
WITNESS **Robert J. Swayze, Barrister & Solicitor**

5. Taxes-

All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.

6. Independent Contractor - The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.

7. Delegation - In the event the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any his delegates.

8. Binding - This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.

9. Indemnification - The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of