



# AGENDA

## Council Meeting

4:00 PM - Thursday, August 13, 2020  
Zoom Meeting

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## 9. NEW BUSINESS

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## 10. CLOSED SESSION

10.1.	Proposed or Pending Aquisition or Disposition of Land	
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## 11. RISE AND REPORT

**12. BY-LAW CONFIRMING PROCEEDINGS**

**13. ADJOURNMENT**



# MINUTES

## Council Meeting

4:00 PM - Thursday, July 23, 2020

Virtual - Zoom Technology

The Council of the Brooke-Alvinston was called to order on Thursday, July 23, 2020, at 4:00 PM, in the Virtual - Zoom Technology, with the following members present:

**Council Present:** Mayor David Ferguson, Deputy Mayor Frank Nemcek, Councillor Jeannette Douglas, Councillor Jamie Armstrong, and Councillor Wayne Deans

**Staff Present:** Clerk Administrator Janet Denkers, Treasurer Stephen Ikert, Public Works Manager Randy Hills, Fire Chief Jeff McArthur, and Administrative Assistant Darlene Paolucci

**Regrets:**

### 1 CALL TO ORDER

Mayor Ferguson called the meeting to order at 4:00 p.m.

### 2 DISCLOSURE OF PECUNIARY INTEREST

Mayor Ferguson requested that any pecuniary interests should be declared when appropriate.

### 3 MINUTES

a) Special Meeting Minutes of July 8, 2020

#### RESOLUTION-2020-207

Deputy Mayor Frank Nemcek made a motion that the minutes from the July 8, 2020 special meeting be approved as presented without any errors or omissions. Councillor Jamie Armstrong seconded the motion.

**Carried**

b) Regular Council Meeting Minutes of July 9, 2020

#### RESOLUTION-2020-208

Councillor Wayne Deans made a motion made a motion that the minutes from the July 9, 2020 regular meeting be approved as presented without any errors or omissions. Councillor Jamie Armstrong seconded the motion.

**Carried**

### 4 BUSINESS ARISING FROM THE MINUTES

### 5 DELEGATIONS & TIMED EVENTS

There were no delegations scheduled.

### 6 CORRESPONDENCE

a) Information Only

#### RESOLUTION-2020-209

Councillor Jeannette Douglas made a motion that the information correspondence be received and filed. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**



b) Correspondence Requiring Action

Township of Perth South - Farm Property Tax Rate Program

**RESOLUTION-2020-210**

Councillor Jeannette Douglas made a motion that the Municipality of Brooke-Alvinston supports the Township of Perth South's resolution that the Farm Property Class Tax Rate Program be reviewed to provide accurate property information to municipalities in an efficient and timely manner. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

**7 STAFF REPORTS**

a) Clerk Administrator's Report: Community Safety & Well-Being Plan Participation Agreement

**RESOLUTION-2020-211**

Councillor Jamie Armstrong made a motion that Council agree to enter into an agreement with the County of Lambton and Lambton County Municipality's in the formulation of a draft Community Safety & Well-being Plan(CSWB) pursuant to Part XI of the Police Services Act for future adoption. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

b) Clerk-Administrator's Report: Brooke Fire Rescue Modernization & Efficiency Review

**RESOLUTION-2020-212**

Councillor Wayne Deans made a motion that a special meeting be held to discuss the recommendations outlined in the Brooke Fire Rescue Modernization & Efficiency Review with newly appointed Part Time Fire Chief Steve Knight. Councillor Jamie Armstrong seconded the motion.

**Carried**

c) Clerk-Administrator's Report: Servicing Fire Area of Dawn-Euphemia

**RESOLUTION-2020-213**

Deputy Mayor Frank Nemcek made a motion that Council receive the attached report for information. Councillor Jeannette Douglas seconded the motion.

**Carried**

d) Clerk-Administrator's Report: Consideration of Drainage Reports

**RESOLUTION-2020-214**

Councillor Jamie Armstrong made a motion that Mayor Dave Ferguson be appointed to attend the Consideration Meetings for the Logan Drain and McVicar Drain. Councillor Jeannette Douglas seconded the motion.

**Carried**

e) Public Works Manager's Report: Municipal Office Improvements

**RESOLUTION-2020-215**

Deputy Mayor Frank Nemcek made a motion that the report on the lowest tenders for the fire rated steel frame door and waterproofing of the entrance at the post office be received and filed. Councillor Jeannette Douglas seconded the motion.

**Carried**

- f) Public Works Manager's Report: Speed issues along Shiloh Line

**RESOLUTION-2020-216**

Councillor Wayne Deans made a motion that staff be directed to look at all travelled roads in the Municipality and assess the speeds and further report to Council on recommendations for adjusting speeds as needed to keep all roadways safe. Councillor Jamie Armstrong seconded the motion.

**Carried**

- g) Public Works Manager's Report: Arena Dressing Room & Lobby Retrofit

**RESOLUTION-2020-217**

Deputy Mayor Frank Nemcek made a motion that the approval of the arena dressing room and lobby retrofit be tabled while a thorough evaluation of the submitted tenders by a third party is completed; and that the Public Works Manager provide an update at the August 13, 2020 meeting. Councillor Jamie Armstrong seconded the motion.

**Carried**

- h) Treasurer's Report: Year-to-Date (to June 30) Budget to Actual Comparisons

**RESOLUTION-2020-218**

Councillor Jeannette Douglas made a motion that Council receive and file the Year-to-date (to June 30) Budget to Actual comparisons. Councillor Wayne Deans seconded the motion.

**Carried**

- i) Drainage Superintendent's Report - Monthly Report

Councillor Douglas declared a conflict of interest as she is a landowner on a drain listed on the report.

**RESOLUTION-2020-219**

Councillor Jamie Armstrong made a motion that the Monthly Drainage Superintendent Report be received and filed. Councillor Wayne Deans seconded the motion.

**Carried**

- j) Drain Maintenance Requests

**RESOLUTION-2020-220**

Councillor Wayne Deans made a motion that Council approve the requests for drain maintenance to the Drainage Superintendent with the power to act. Deputy Mayor Frank Nemcek seconded the motion.

**Carried****8 BY-LAWS**

- a) By-law to Authorize the Sale of Land - 3223 River Street

Councillor Armstrong declared a conflict of interest as he is the purchaser of the lot.

**RESOLUTION-2020-221**

Councillor Wayne Deans made a motion that By-law 27 of 2020 be read a first, second and third time and finally passed this 23rd day of July 2020. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

- b) By-law authorizing an Agreement with the County of Lambton-Community Safety Well-Being Plan

**RESOLUTION-2020-222**

Deputy Mayor Frank Nemcek made a motion that By-law 28 of 2020 be read a first, second and third time and finally passed this 23rd day of July 2020. Councillor Jeannette Douglas seconded the motion.

**Carried****9 NEW BUSINESS**

Mayor Ferguson thanked Jeff McArthur for his committed three years as Fire Chief for the Municipality and wished him well in his future endeavours with the Township of Southwold and Municipality of West Elgin.

Mayor Ferguson thanked the former Alvinston Community Group for their generous donation to Brooke Fire Rescue Alvinston Station for landscaping.

Mayor Ferguson provided information on "The Big Spend" a day to support local businesses in Lambton County.

Mayor Ferguson commented on Stage Three of Opening Ontario and what that entails for Brooke-Alvinston including the opening of playgrounds.

**10 CLOSED SESSION****RESOLUTION-2020-223**

Councillor Wayne Deans made a motion that the Council of the Municipality Brooke-Alvinston move into a closed meeting pursuant to section 239 of the Municipal Act, 2001, as amended for the following reason(s): a proposed or pending acquisition or disposition of land by the municipality. Councillor Jeannette Douglas seconded the motion.

**Carried****11 RISE AND REPORT**

The Mayor asked the Clerk Administrator to rise and report. She reported that a closed meeting was held under section 239 of the Municipal Act to discuss a proposed or pending acquisition or disposition of land. She advised that a closed session meeting will be held on July 28, 2020 at 4 p.m. to discuss a Notice of Motion presented by Councillor Armstrong.

**12 BY-LAW CONFIRMING PROCEEDINGS**

- a) Confirming By-law

**RESOLUTION-2020-224**

Councillor Jeannette Douglas made a motion that the confirming by-law be read a first, second and third time and finally passed this 23rd day of July 2020. Deputy Mayor Frank Nemcek seconded the motion.

**Carried****13 ADJOURNMENT**

Councillor Deans made a motion to adjourn the meeting at 5:08 p.m.

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Clerk-Administrator

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Mayor



**MUNICIPALITY OF BROOKE-ALVINSTON**  
**3236 River Street**  
**Alvinston, ON**  
**N0N 1A0**

July 23, 2020

**Official Notice – Drain Maintenance**

The Municipality of Brooke-Alvinston has received a drain maintenance request on the **Edgar Drain No.1 from Mr. Steve Saunders – Lot 27, Concession 14.**

Normally, an onsite meeting would be held to discuss the drainage requests and the scope of work. Due to Covid19, Council has approved maintenance notices to be sent out to each affected landowner on the drains. The scope of work is defined below, but we would like to hear from you if you require additional work to be completed, by contacting the Drainage Superintendent.

Drain Maintenance work will take place this year, approximately between now and March 15 of 2021. **The work will consist of brush wicking, brushing, and bottom cleanout from Churchill Line to LaSalle Line.**

In accordance with Section 74 of the Drainage Act, R.S.O. 1990, Chapter D.17, all municipalities are responsible for maintenance and repair of municipal drains constructed under a bylaw passed under this Act. These drains have been inspected by the Drainage Superintendent based on the requests received and discussions with the requesters. It has been determined that maintenance is required at this time.

Farmers are requested, if possible, to leave a 15' right of way along the edge of the drain to avoid crop damages as no allowances are paid under maintenance work. Any tile outlets should be marked clearly so that the contractor does not cause any damages.

Upon completion of the maintenance work you will be invoiced for your share of the cost less any agricultural grant that your property is eligible for.

Should you have any questions, concerns or preferences for the planned drain maintenance work please contact Mr. David Moores, Drainage Superintendent at 519-882-0032 ext. 203 within 7 business days of receiving this notice; otherwise, the Municipality will assume that you have no concerns regarding maintenance of the above aforementioned drains.

Thank you,

Janet Denkers  
 Clerk



**MUNICIPALITY OF BROOKE-ALVINSTON**  
**3236 River Street**  
**Alvinston, ON**  
**N0N 1A0**

July 23, 2020

**Official Notice – Drain Maintenance**

The Municipality of Brooke-Alvinston has received a drain maintenance request on the **Parker Lucas Drain from Mr. Tom Shea – Lots 5-9, Concession 13.**

Normally, an onsite meeting would be held to discuss the drainage requests and the scope of work. Due to Covid19, Council has approved maintenance notices to be sent out to each affected landowner on the drains. The scope of work is defined below, but we would like to hear from you if you require additional work to be completed, by contacting the Drainage Superintendent.

Drain Maintenance work will take place this year, approximately between now and March 15 of 2021. **The work will consist of brushing, bottom cleanout, and culvert replacements.**

In accordance with Section 74 of the Drainage Act, R.S.O. 1990, Chapter D.17, all municipalities are responsible for maintenance and repair of municipal drains constructed under a bylaw passed under this Act. These drains have been inspected by the Drainage Superintendent based on the requests received and discussions with the requesters. It has been determined that maintenance is required at this time.

Farmers are requested, if possible, to leave a 15' right of way along the edge of the drain to avoid crop damages as no allowances are paid under maintenance work. Any tile outlets should be marked clearly so that the contractor does not cause any damages.

Upon completion of the maintenance work you will be invoiced for your share of the cost less any agricultural grant that your property is eligible for.

Should you have any questions, concerns or preferences for the planned drain maintenance work please contact Mr. David Moores, Drainage Superintendent at 519-882-0032 ext. 203 within 7 business days of receiving this notice; otherwise, the Municipality will assume that you have no concerns regarding maintenance of the above aforementioned drains.

Thank you,

Janet Denkers  
 Clerk



**MUNICIPALITY OF BROOKE-ALVINSTON**  
**3236 River Street**  
**Alvinston, ON**  
**N0N 1A0**

July 23, 2020

**Official Notice – Drain Maintenance**

The Municipality of Brooke-Alvinston has received a drain maintenance request on the **Sisson Parker Drain from Mr. Ben Scholten – Lots 1-6, Concession 14.**

Normally, an onsite meeting would be held to discuss the drainage requests and the scope of work. Due to Covid19, Council has approved maintenance notices to be sent out to each affected landowner on the drains. The scope of work is defined below, but we would like to hear from you if you require additional work to be completed, by contacting the Drainage Superintendent.

Drain Maintenance work will take place this year, approximately between now and March 15 of 2021. **The work will consist of brushing and bottom cleanout of the Sisson Parker Drain, Sisson Parker Branch, and the Saunders Drain.**

In accordance with Section 74 of the Drainage Act, R.S.O. 1990, Chapter D.17, all municipalities are responsible for maintenance and repair of municipal drains constructed under a bylaw passed under this Act. These drains have been inspected by the Drainage Superintendent based on the requests received and discussions with the requesters. It has been determined that maintenance is required at this time.

Farmers are requested, if possible, to leave a 15' right of way along the edge of the drain to avoid crop damages as no allowances are paid under maintenance work. Any tile outlets should be marked clearly so that the contractor does not cause any damages.

Upon completion of the maintenance work you will be invoiced for your share of the cost less any agricultural grant that your property is eligible for.

Should you have any questions, concerns or preferences for the planned drain maintenance work please contact Mr. David Moores, Drainage Superintendent at 519-882-0032 ext. 203 within 7 business days of receiving this notice; otherwise, the Municipality will assume that you have no concerns regarding maintenance of the above aforementioned drains.

Thank you,

Janet Denkers  
 Clerk



**MUNICIPALITY OF BROOKE-ALVINSTON**  
**3236 River Street**  
**Alvinston, ON**  
**N0N 1A0**

July 23, 2020

**Official Notice – Drain Maintenance**

The Municipality of Brooke-Alvinston has received a drain maintenance request on the **Thompson Drain – Lot 25, Concession 11.**

Normally, an onsite meeting would be held to discuss the drainage requests and the scope of work. Due to Covid19, Council has approved maintenance notices to be sent out to each affected landowner on the drains. The scope of work is defined below, but we would like to hear from you if you require additional work to be completed, by contacting the Drainage Superintendent.

Drain Maintenance work will take place this year, approximately between now and March 15 of 2021. **The work will consist of brushing and bottom cleanout on Lot 25, Con 11.**

In accordance with Section 74 of the Drainage Act, R.S.O. 1990, Chapter D.17, all municipalities are responsible for maintenance and repair of municipal drains constructed under a bylaw passed under this Act. These drains have been inspected by the Drainage Superintendent based on the requests received and discussions with the requesters. It has been determined that maintenance is required at this time.

Farmers are requested, if possible, to leave a 15' right of way along the edge of the drain to avoid crop damages as no allowances are paid under maintenance work. Any tile outlets should be marked clearly so that the contractor does not cause any damages.

Upon completion of the maintenance work you will be invoiced for your share of the cost less any agricultural grant that your property is eligible for.

Should you have any questions, concerns or preferences for the planned drain maintenance work please contact Mr. David Moores, Drainage Superintendent at 519-882-0032 ext. 203 within 7 business days of receiving this notice; otherwise, the Municipality will assume that you have no concerns regarding maintenance of the above aforementioned drains.

Thank you,

Janet Denkers  
 Clerk





**MUNICIPALITY OF BROOKE-ALVINSTON**  
**3236 River Street**  
**Alvinston, ON**  
**N0N 1A0**

August 4, 2020

**Official Notice – Drain Maintenance**

The Municipality of Brooke-Alvinston has received a drain maintenance request on the **Kelly Drain from Mr. Tom Shea – Lots 7-9, Concession 14.**

Normally, an onsite meeting would be held to discuss the drainage requests and the scope of work. Due to Covid19, Council has approved maintenance notices to be sent out to each affected landowner on the drains. The scope of work is defined below, but we would like to hear from you if you require additional work to be completed, by contacting the Drainage Superintendent.

Landowners in the 14<sup>th</sup> Concession Drain watershed have been notified of this work because the Kelly Drain outlets to this drain at Sutorville Road. To ensure sufficient outlet is maintained for the landowners on the Kelly Drain, work may have to extend to the 14<sup>th</sup> Concession Drain. Therefore, you are asked to please notify the Drainage Superintendent if you would like to extend the work to the 14<sup>th</sup> Concession Drain.

Drain Maintenance work will take place this year, approximately between now and March 15 of 2021. **The proposed work will consist of brushing and bottom cleanout of the Kelly Drain. 14<sup>th</sup> Concession work will be added if requests are received.**

In accordance with Section 74 of the Drainage Act, R.S.O. 1990, Chapter D.17, all municipalities are responsible for maintenance and repair of municipal drains constructed under a bylaw passed under this Act. This drain have been inspected by the Drainage Superintendent based on the requests received and discussions with the requesters. It has been determined that maintenance is required at this time.

Farmers are requested, if possible, to leave a 15' right of way along the edge of the drain to avoid crop damages as no allowances are paid under maintenance work. Any tile outlets should be marked clearly so that the contractor does not cause any damages.

Upon completion of the maintenance work you will be invoiced for your share of the cost less any agricultural grant that your property is eligible for.



**Lambton Public Health**  
160 Exmouth Street  
Point Edward, ON N7T 7Z6

Telephone: 519-383-8331  
Toll free: 1-800-667-1839  
Fax: 519-383-7092  
[www.lambtonpublichealth.ca](http://www.lambtonpublichealth.ca)

## **NEWS RELEASE**

For Immediate Release

### **Open for Business with Caution: COVID-19 Still Present**

Thursday, July 23, 2020

**Point Edward, ON** - As Lambton County enters Stage 3 on Friday July 24, residents are cautioned that COVID-19 is still present in the region. Although fewer restrictions may be in place, Stage 3 presents new considerations for our community.

Stage 3 includes the reopening of more businesses and settings where people may congregate, as well as increased social gathering sizes. Lambton Public Health is proactively reaching out to local bars and restaurants to address growing provincial concerns surrounding these settings. Lambton Public Health will work with businesses and organizations to prepare for safe opening in Stage 3.

"As individuals expand their social networks and gather in indoor spaces, there is increased likelihood of coming into contact with COVID-19 that needs to be considered," says Dr. Sudit Ranade, Lambton's Medical Officer of Health. "It is anticipated that local case numbers will increase during Stage 3 and public health safety measures must remain in place to support this transition."

While Lambton Public Health will continue to work with operators to advise them on how to reduce possible transmission risks in these settings, the public has a role to play in trying to minimize the likelihood of transmission. It is as important as ever for residents to remain diligent. Have a plan to avoid or limit interaction in high risk settings. The World Health Organization references the three C's as areas to avoid - crowded places, close-contact settings, and confined and enclosed spaces.

"These high-risk settings are amplified when the factors overlap," adds Ranade. "Minimize risk by staying home when sick, practicing physical distancing with others outside your social circle, practicing good hand hygiene, and wearing a mask if requested or if physical distancing is not possible. These public health safety measures are effective at limiting community spread of COVID-19 when utilized together."

Lambton Public Health is currently in the process of developing a targeted public awareness campaign to reinforce public health safety measures to support and inform Lambton County residents of how best to protect themselves and their loved ones.

Visit [LambtonPublicHealth.ca](http://LambtonPublicHealth.ca) to learn more about local COVID-19 cases, information on physical distancing, safe use of masks, and good hand hygiene.

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**Please contact:**

[LPH-media-inquiries@county-lambton.on.ca](mailto:LPH-media-inquiries@county-lambton.on.ca)



**Lambton Public Health**  
160 Exmouth Street  
Point Edward, ON N7T 7Z6

Telephone: 519-383-8331  
Toll free: 1-800-667-1839  
Fax: 519-383-7092  
[www.lambtonpublichealth.ca](http://www.lambtonpublichealth.ca)

## **NEWS RELEASE**

For Immediate Release

### **Lambton COVID-19 Cases Summary Report**

Tuesday, July 28, 2020

**Point Edward, ON** - The majority of lab confirmed COVID-19 cases to date continue to be related to close contacts of known cases or related to an ongoing outbreak.

"The recent increase in cases over the past two weeks was anticipated to coincide with reopening stages," says Dr. Sudit Ranade, Medical Officer of Health for Lambton County. "Cases can present beyond the approximate two week incubation period for COVID-19. We expected to see new cases following the transition to Stage 2, however those new cases only started appearing last week."

No current cases are attributed to known outbreaks, and there is no evidence of significant community spread in Lambton County at this time. Some of the new cases are related to close contacts of known cases, while other tests were performed to visit loved ones in Long-Term Care (LTC) or through screening of LTC staff.

Details of the new cases from the last two weeks:

- 6 of the 13 cases were from rural communities and 7 from urban
- 1 case has a possible travel link
- 2 close contacts of a case (outside Lambton)
- 2 close contacts of a case (local)
- 1 routine screening of LTC staff (no outbreak as asymptomatic)
- 2 routine screening for LTC visits
- 7 unknown exposures

These details have been provided since there was previously a lull in the number of local cases. You can access local COVID-19 case summaries online: <https://bit.ly/COVID19-Reporting>.

Dr. Sudit Ranade adds, "As a smaller community we can't provide neighbourhood level data, in order to protect the individual's identity and their health information. It's also important to remember, knowing where COVID-19 has been does not tell you where it is currently. COVID-19 is in your community so please be mindful of risk at all times."

COVID-19 case activity timelines are based, in part, on the degree and speed that community members reactivate social networks. Have a plan to avoid or limit interaction in high risk settings. Remember the three C's as areas to avoid - crowded places, close-contact settings, and confined and enclosed spaces. Minimize your risk by staying home when sick, practicing physical distancing and hand hygiene, and wearing a mask if required or when physical distancing is not possible.

Visit [LambtonPublicHealth.ca](http://LambtonPublicHealth.ca) to learn more about local COVID-19 cases, information on physical distancing, safe use of masks, and good hand hygiene.

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**Please contact:**

[LPH-media-inquiries@county-lambton.on.ca](mailto:LPH-media-inquiries@county-lambton.on.ca)

[www.lambtononline.ca](http://www.lambtononline.ca)





**Office of the County Warden**  
789 Broadway Street, Box 3000  
Wyoming, ON N0N 1T0

Telephone: 519-845-0801  
Toll-free: 1-866-324-6912  
Fax: 519-845-3160

## **NEWS RELEASE**

For Immediate Release

### **County Extends Thanks to Community for Support**

Wednesday, July 29, 2020

**Wyoming, ON** - The County of Lambton would like to extend sincere thanks to our community for the support, donations and acts of kindness received during the COVID-19 pandemic.

These donations have included, among many others, iPads and other technology to our Long-Term Care Homes allowing the people living in the homes to communicate with family members and friends, headbands for Long-Term Care staff to make wearing the required added personal protective equipment (PPE) more comfortable, and thank-you cards, handmade signs and meals delivered to front-line staff across the County.

The County also received two large donations of PPE from Bruce Power and Suncor. The Bruce Power donation included 12,000 surgical masks and 5,000 3-ply masks. The Suncor donation included 2,000 reusable cloth face coverings, over 200 boxes of gloves and over 1,000 bottles of hand sanitizer.

Several County divisions including Long-Term Care, Public Health Services, Social Services and Cultural Services will use these donations, as well as distribute them in the community. The Social Services team has been distributing cloth masks to those experiencing homelessness within Lambton County and staying in our shelter system as well as to those picking up bus passes and tickets.

"The COVID-19 pandemic has brought our community together to support each other in many ways. The County of Lambton is grateful for the outpouring of support we have received," said Lambton County Warden Bill Weber. "We extend our thanks to everyone who has made a donation, provided support, or simply reached out to front-line staff with kind words and thanks for what they are doing during this time."

These donations will assist staff in delivering services in a safe and effective manner by supplementing the County's existing PPE supply and have boosted morale during a challenging time. These kind gestures and donations are appreciated by all, and do not go unnoticed.

As we work through the unfolding and evolving COVID-19 situation, please continue to be kind, stay safe and follow all public health guidance.

-30-

**Please contact:**

**Bill Weber**  
Warden  
County of Lambton  
519-649-6885  
bill.weber@county-lambton.on.ca

[www.lambtononline.ca](http://www.lambtononline.ca)





July 20, 2020

## AMO Policy Update – Stage 3 Re-Openings

### Stage 3 Re-Openings

The Province has announced that the Regions/Counties of Durham, Halton, Niagara, Haldimand-Norfolk, Lambton, and York as well as the City of Hamilton will be permitted to begin Stage 3 on Friday, July 24<sup>th</sup>. These regions will join the 24 public health regions that entered into Stage 3 on Friday, July 17, 2020. Further information on these Stages can be found [here](#).

Given current public health considerations, it has been determined that the City of Toronto, Peel Region, and the Windsor-Essex region will be continued in Stage 2 for at least another week.

AMO's COVID-19 Resources page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

July 22, 2020

## **AMO Policy Update – Ontario Legislature Recessed, Standing Committee Now Looking at Infrastructure, Stage 3 Openings Information**

### **Ontario Legislature on Summer Recess**

The Ontario Legislature had many late evening debates yesterday. The following government bills are now passed (after being time-allocated and clearing second- and third-reading debate and receiving Royal Assent):

- Bill 184, *Protecting Tenants and Strengthening Community Housing Act*
  - AMO's letter and Bill 184 submission can be found [here](#).
- Bill 195, *Reopening Ontario (A Flexible Response to COVID-19) Act*
  - AMO's update on Bill 195 can be found [here](#).
- Bill 197, *COVID-19 Economic Recovery Act*
  - Includes changes to the Development Charges (DCs)/Community Benefit Charge (CBC). AMO's update and brief analysis of Bill 197 can be found [here](#).

The Ontario Legislature will resume on Monday, September 14th.

### **Standing Committee on Finance and Economic Affairs – Infrastructure Hearings**

The Committee is holding public hearings on the Infrastructure sector by videoconference (Zoom) on Thursday, July 30, 2020, Tuesday, August 4, 2020; Wednesday, August 5, 2020; Thursday, August 6, 2020; Monday, August 10, 2020; and Tuesday, August 11, 2020.

If your municipality wants to be considered to make an oral presentation on the Infrastructure sector by videoconference or teleconference, you are required to register by 5:00 p.m. (EDT) on Friday, July 24, 2020. To simply provide a submission

regarding infrastructure, the deadline is 6:00 p.m. (EDT) on Tuesday, August 11, 2020.

To register or send a written submission, please visit the following link:  
[ola.org/en/apply-committees](https://ola.org/en/apply-committees).

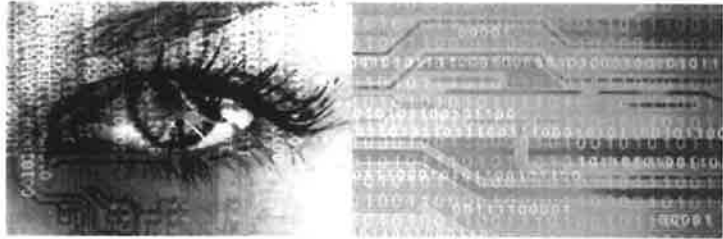
### **Stage 3 Reopening Information and Assistance**

We have followed up with the Province on some of the Stage 3 questions we have received from members and can provide you with additional information:

- If there are not any specific directions on how to reopen an activity or operations in the Ontario order O. Reg. 364/20, Rules for Areas in Stage 3, then municipalities and their staff are to follow the provincial and local, if provided, public health measures to prevent COVID-19 spread.
  - An example of this is playgrounds. There are no additional specific directions to follow for playgrounds, but they are allowed to open under Stage 3.
- The federal government also has many infection prevention resources that may be of assistance to municipalities to assist in reopening facilities safely during COVID-19.
  - Cleaning and Disinfecting Public Spaces during COVID-19.
- If your municipality is experiencing significant challenges opening with restrictions in Stage 3, there is provincial assistance available to work with you. You can access this assistance by sending in a completed form available here.

AMO's COVID-19 Resources page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

# AMO watchfile



July 23, 2020

## In This Issue

- COVID-19 resources.
- Contact tracing to safely resume municipal operations.
- The Enabling Accessibility Fund - Youth Innovation Component.
- 10 Good Reasons to Attend the 2020 AMO Conference!
- AMO's 2020 Exhibit Hall.
- Save the date for Land Use Planning: Beyond the Basics Training.
- Simplify appointment scheduling for in-person services.
- Career with Simcoe County.

## COVID-19 Resources

AMO's [COVID-19 Resources page](#) is being updated continually so you can find critical information in one place. It now has a section on mandatory face masks bylaws/directives for information to municipal governments considering similar bylaws. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

Keep staff, visitors and facilities safe as you reopen with [SimpleTrack](#); a secure contact tracing platform from [eSolutionsGroup](#) to screen, track and report COVID-19 in the workplace.

## Federal Matters

The [Enabling Accessibility Fund Youth Innovation Component](#) provides an opportunity for youth to have a direct impact in the lives of persons with disabilities. They do this by addressing accessibility barriers in public spaces or workplaces within their community. Organizations eligible for the funding include: Not-for-profit organizations; businesses; Indigenous organizations; municipal and territorial governments. Deadline to apply: October 30, 2020. Email [EAF](#) for more information

## Eye on Events

Why should you attend the AMO 2020 Conference? [Here](#) are only 10 of the reasons. [Register today!](#)

This year, AMO's exhibit hall has gone virtual. Enjoy important networking opportunities, greater flexibility, extended trade show hours and multiple points of interaction. It makes sense to take advantage of this important opportunity and book your spot now. Just a few spaces left. [Book now!](#)



Back by popular demand, Land Use Planning: Beyond the Basics is coming to you virtually. This training provides insight and tools to support your central role in implementing and managing the land use policy framework. [Registration details](#) can be found here.

### **Municipal Wire\***

[Appointio](#) is an easy-to-setup online booking platform from [eSolutionsGroup](#) that lets the public book appointments for in-person services to help you manage physical distancing and return to work restrictions.

### **Careers**

[Manager, Scheduling Services - County of Simcoe](#). Employment Status: Permanent Full-Time. Reference Code: 841. Closing Date: July 31, 2020. Location: Midhurst, Ontario. Reports to the Director, Performance Quality & Development. To view the job description and submit your application online, please see County of Simcoe [Career Opportunities](#).

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### **About AMO**

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### **AMO Contacts**

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[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#) Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)



July 25, 2020

## AMO Conference Update:

### TVO partners with AMO for 2020 AMO Conference

AMO is pleased to announce that the 2020 AMO conference will be delivered in partnership with **TVO**.

TVO is a digital learning and media organization, a highly respected and independent leader in current affairs, and well known to AMO members in every part of Ontario. That's why AMO is working in partnership with the team at *The Agenda with Steve Paikin*—TVO's flagship current affairs program—to deliver a virtual conference like no other.

It means that many important responsibilities at the conference, including hosting, MC and moderator roles, will be provided by the team at *The Agenda*. It also means conference delegates will have access to a daily assessment of proceedings and important developments at the Conference.

*"This is a very exciting partnership for AMO," said AMO President Jamie McGarvey. "AMO's members are an important segment of TVO's viewership, and TVO is seen by the sector as a reliable and highly engaged source of information and current affairs broadcasting."*

The partnership reflects a shared interest in engaging municipalities and the Government of Ontario in the issues that matter most, right now. As a key element of our virtual conference, it reflects new ways of meeting the changing needs of municipalities in light of the COVID-19 emergency.

Please join us as we bring you one of the most important events on Ontario's public policy and current affairs calendar - the AMO 2020 Conference. [Register today.](#)

#### About TVO

Since 1970, TVO has existed to ignite the potential in everyone through the power of learning. Through impactful digital education products, in-depth current affairs, thought-provoking TVO Original documentaries, and award-winning TVOkids content, we prepare Ontarians for success in school and life. As we mark our 50<sup>th</sup> year, TVO's

ongoing evolution as a modern digital learning and media organization prepares us to serve Ontarians for generations to come. TVO is funded primarily by the Province of Ontario, and is a registered charity supported by thousands of sponsors and donors. For more information, visit [tvo.org](http://tvo.org) and [tvokids.com](http://tvokids.com).

### **Thank You!**

Thank you for your continued interest in the 2020 AMO Conference. Responding to COVID-19 and supporting our members through challenging times has been AMO's number one priority. A virtual conference in 2020 is an important part of AMO's commitment to serve our members. [Registering for the conference](#) is another way you can support AMO's important work.

### **Questions**

If you have questions about the Virtual AMO 2020 Conference, you may find the answers at our [Frequently Asked Questions \(FAQ\)](#) section on the AMO conference webpage. If you have questions that are not answered there, please send them to [events@amo.on.ca](mailto:events@amo.on.ca)



July 27, 2020

## **AMO Policy Update – \$4B Municipal Announcement, Provincial Emergency Ended, Provincial Orders, and Rural Economic Development**

### **\$4 Billion Announced for Ontario Municipal Governments and Transit:**

#### **Safe Restart Agreement**

Premier Doug Ford, at today's news conference, announced broad details about the federal-provincial funding agreement for Ontario municipal governments in Ontario. The Province, in partnership with the federal government, under the Safe Restart Agreement will be providing up to \$4 billion in one-time emergency assistance to all of Ontario's 444 municipalities aimed at maintaining critical services, including public transit over the next 6 to 8 months.

In April, AMO began its support of the Federation of Canadian Municipalities' call for emergency federal funding. Today's announcement delivers on the requested \$4 billion for Ontario municipal governments and demonstrates that senior orders of government recognize that financially sustainable municipalities will play an essential role in restarting and rebuilding the Ontario economy.

*"Premier Ford has announced that there will be up to \$4 billion in federal and provincial funding for municipal operations and transit, which have had to shoulder significant costs related to the management of COVID-19," said AMO president Jamie McGarvey. "It's an important investment in communities in every part of our province and in Ontario's economic recovery."*

#### **Funding for Operating Municipal Relief**

This funding announcement includes a **\$777 million** contribution from the federal government and **\$1.22 billion** from the Province. The provincial amount includes the previously announced \$350M social services and \$100M public health funding. This investment amounts to \$2 billion directly supporting municipalities and addressing operating shortfalls and relief related to COVID-19.

Specific allocations for this \$2 billion in funding will be made in the weeks ahead. Minister Clark noted that the Province will be engaging AMO and City of Toronto in the next few days.

### **Funding for Transit**

A funding deal for public transit was reached as part of the federal-provincial agreement. It was announced that up to **\$2 billion** will be shared equally between the Province and federal government. This funding will assist transit operators address revenue losses and help maintain operations in a safe manner as the economy restarts and begins its recovery.

After many months of advocacy and partnership, AMO is proud of the role we played along with our many partners to advance the interests of the municipal sector, and the people and families, and public and private enterprises that comprise our communities. Today is another positive step toward a strong and safe economic recovery throughout the province that recognizes the critical need for municipal operations and transit for communities for local economies.

Premier Ford expressed his gratitude for the support of local leaders:

*"I want to thank Ontario's 444 local leaders who supported us through our negotiations with the federal government and through each stage of reopening. We will continue to be a champion for our municipal partners as they safely reopen their communities and ensure people can get back to work."*

On Friday, July 24<sup>th</sup> AMO President Jamie McGarvey wrote to the Premier thanking him for advocating on behalf of municipal governments in the negotiations for the national Safe Restart Agreement. Premier Ford, Minister Clark, and other provincial ministers have been strong partners with municipal leaders throughout the COVID-19 emergency as well as before.

AMO will provide an update to members when more detailed allocation information is available.

### **Provincial Emergency Declaration Ended**

The COVID-19 declared provincial emergency came to an end on July 24. On July 21, 2020, Bill 195, Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 received Royal Assent. This new Act was proclaimed on July 24, 2020.

The *Reopening Ontario Act* (ROA) provides the Province with flexibility to address the ongoing risks and effects of the COVID-19 outbreak once the declared provincial

emergency under the *Emergency Management and Civil Protection Act* (EMCPA) ends. It provides that:

- Emergency orders in effect under the EMCPA, as of July 24, are continued under the ROA for an initial 30 days.
- The Lieutenant Governor in Council may further extend these orders under the ROA for up to 30 days at a time.
- The Lieutenant Governor in Council may amend certain orders continued under the ROA if the amendment relates to:
  - labour redeployment or workplace and management rules;
  - closure of places and spaces or regulation of how businesses and establishments can be open to provide goods or services in a safe manner;
  - compliance with public health advice; or,
  - rules related to gatherings and organized public events.

The ROA does not allow new orders to be created.

### **New Provincial Orders under the *Emergency Management and Civil Protection Act***

Reg 420-20 – **Stages of Reopening** (Stage 2/3 as of July 24)  
<https://www.ontario.ca/laws/regulation/r20420>

Reg 421-20 – **Proceedings Commenced by Certificate of Offence** (Schedule 80.1 – change from *A Flexible Response to COVID-19 Act, 2020*)  
<https://www.ontario.ca/laws/regulation/r20421>

Reg 422-20 – **Enforcement of Orders** (reasonable and probable grounds re: failed to comply around emergency orders; interfered or obstructed any person to comply with an emergency order)  
<https://www.ontario.ca/laws/regulation/r20422>

Reg 423-20 – **Extensions and Renewals of Orders** (shortening of previous extensions)  
<https://www.ontario.ca/laws/regulation/r20423>.

### **Rural Economic Development (RED) Program Announcement**

On Thursday July 23<sup>rd</sup>, the Province announced \$3.3 million of cost-shared funding would be awarded to 58 successful projects across Ontario for the first intake of the updated Rural Economic Development (RED) program.

ROMA and AMO have long supported this program as an important part of addressing rural economic development challenges. Investments in rural economies has a lasting and positive economic impact for those communities and their residents.

The timing of this announcement was reflected by the Honourable Minister of Agriculture, Food and Rural Affairs, Ernie Hardeman, who noted that *"As the economy reopens, our investments in the Rural Economic Development program will have a very real impact for communities across rural Ontario"*.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).



July 29, 2020

## **AMO Policy Update – Stage 3 Reopenings and the Long-Term Care Commission Launch**

### **Stage 3 Reopenings**

The Ontario government has announced that the City of Toronto and Peel Region will move to Stage 3 of the Province's reopening plan on Friday. At this time, the Region of Windsor-Essex will remain in Stage 2. The Toronto and Peel regions will join the 31 public health regions that entered into Stage 3 on July 17 and 24, 2020.

The Province has indicated that it is supportive of proposals made by the City of Toronto and Toronto Public Health relating to restaurants, bars, and other food and drink establishments that are permitted to be open.

### **Commission Launched on COVID-19's Impact on Ontario's Long-Term Care Homes**

Today, the Minister of Long-Term Care, Merrilee Fullerton, announced the details of the independent commission into long-term care. The commission will investigate how COVID-19 spread within long-term care homes, how residents, staff and families were impacted, and the adequacy of measures taken by the Province and other parties to prevent, isolate, and contain the virus.

The commission will be led by a three-member panel chaired by Frank Marrocco, an associate chief justice of Ontario's Superior Court. The other two members are Dr. Jack Kitts, recently retired president and chief executive of The Ottawa Hospital, and Angela Coke, a former deputy minister who spent 27 years in Ontario's civil service. The commission is expected to deliver a final report back to the Ministry by no later than April 2021 with their findings.

AMO has created a subcommittee of municipal experts in long-term care under its Health Task Force to help lead the response to the commission and participate in the process. We will continue to keep you informed as positions are developed.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical



# AMO watchfile



July 30, 2020

## In This Issue

- COVID-19 resources.
- Changes to federal wastewater regulations.
- *Marine Liability Act* review.
- Four new interim Codes of Practice under *Fisheries Act*.
- Just a few weeks until 2020 AMO Conference!
- AMO's 2020 Exhibit Hall.
- Everything you need to know about Land Use Planning.
- LAS Blog: LAS Goes Virtual at the AMO Conference 2020!
- LAS Group Buying: Easy on your budget.
- Investments 101 Training - Available this fall.

## COVID-19 Resources

AMO's [COVID-19 Resources page](#) is being updated continually so you can find critical information in one place. It now has a section on on mandatory face masks bylaws/directives for municipal governments considering similar bylaws. Send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

## Federal Matters

Environment and Climate Change Canada (ECCC) is [proposing changes to the Wastewater Systems Effluent Regulations \(WSER\)](#) to extend the period for compliance in some cases and to expand the rules surrounding bypasses. Municipal governments are encouraged to review the proposals and provide comments to ECCC.

Transport Canada is [consulting on changes to the Marine Liability Act](#) and is looking for feedback on how ship source oil spills affect communities. The Act helps to clean up ship source oil spills and sets compensation rules. The comment period is open until **September 30, 2020**. Members are encouraged to provide comments.

Fisheries and Oceans Canada (DFO) has released four new interim [Codes of Practice](#) - beaver dam removal, Culvert maintenance, temporary cofferdams and diversion channels, and Temporary stream crossings. DFO plans to engage stakeholders on these Codes in the Fall and Winter. Municipalities with questions navigating the Act should [contact DFO](#).

## Eye on Events

The 2020 AMO Conference will be Canada's most comprehensive gathering of

government leaders since the global pandemic began. Mc'd by TVO, the conference program features more than 40 speakers, sessions and workshops. Register today!

There is still time to book a spot in the AMO Exhibit Hall. 2020, like all conferences before, offers important networking opportunities, greater flexibility, extended trade show hours and multiple points of interaction. Take advantage of this important opportunity and book your spot now. Book now!

Back by popular demand, *Land Use Planning: Beyond the Basics* is coming to you virtually. This training provides insight and tools to support your central role in implementing and managing the land use policy framework. Registration details.

## **LAS**

The AMO Conference is coming soon! Check out the LAS Blog to learn how you can stay connected with us at the virtual trade show.

Looking to save money on common items now that restrictions are lifted? LAS is here to help. Check out the Municipal Group Buying Program where you can easily buy everything from paper to building supplies to front-end loaders. You'll be glad you did.

## **ONE Investment**

Mark your calendars! ONE Investment will be offering online training this fall. ONE's Investment- 101 virtual course is module based and allows you to learn at your own pace. Registration information to come in the following weeks.

## **About AMO**

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow @AMOPolicy on Twitter!

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ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions



July 30, 2020

## AMO Policy Update – Back-to-School Plan, Child Care, and Long-Term Care Reports Released

### Ontario Announces Back to School Plan

The Minister of Education, Stephen Lecce, today announced the Province's plans to reopen schools in September. Elementary students will be back in the classroom full-time in September, with no change to class sizes. High school students in the Province's 24 designated boards will be in cohorts of 15 on alternate schedules. The remaining school boards in Ontario will be allowed to reopen for classes five days per week with full attendance.

The Province is allocating \$309 million in new funding to resume the school year under these new protocols, including \$80 million for additional staffing, \$60 million for masks and personal protective equipment (PPE), and \$10 million for health and safety training.

For more information and details on the plan, please consult the Province's guidance document for schools and school boards for the 2020/2021 school year.

### Child Care

The Ontario government also announced today that it will allow licensed child care centres across Ontario to open at full capacity starting September 1, 2020. EarlyON Child and Family Centres will also be permitted to reopen with in-person programming along with before- and after-school programs for school aged children which will be permitted to operate with standard ratios and maximum group size requirements.

More information on revising health and safety operational guidance, additional funding parameters, and direction on providing notice to parents for placements will be made available in the coming days. Licensees will continue to be required to maintain ratios and group sizes as set out under *the Child Care of Early Years Act, 2014*.

Ontario will also provide additional funding, with support from the federal government through the Safe Restart Agreement, to help child care operators and EarlyON Child and Family Centres purchase cleaning supplies, PPE, and support staffing needs

related to new procedures. More details on the operational guidance around child care, reopening, can be found [here](#).

### **Long-Term Care Reports Released**

The Minister of Long-Term Care, Dr. Merrilee Fullerton, has [released](#) two reports today and announced new initiatives that further deliver on recommendations made by the Honourable Eileen E. Gillese, Commissioner of the [Long-Term Care Homes Public Inquiry](#) (Gillese Inquiry), with the objectives of making current and future long-term care safer and stronger.

The first is a [report back on the Gillese Inquiry](#), which is in response to the recommendation that a progress report on the steps taken by the Province and their partners to address Justice Gillese's recommendations be undertaken.

The second is the [Long-Term Care Staffing Study Report](#), which will inform the development of a comprehensive staffing strategy to be released later this year. The study was informed by an external Long-Term Care Staffing Study [Advisory Group](#) composed of resident and family advocates, operators, academics, and other industry thought-leaders.

AMO staff will be reviewing all of the documents in tandem with the AMO Health Task Force. These reports, as well as yesterday's launch of the Long-Term Care Commission, will inform our approach and we will provide member updates at critical stages of this ongoing work.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).



August 5, 2020

## AMO Policy Update – COVID-19 Infrastructure Program and Non-Profit Support

### COVID-19 Infrastructure Program

Today, the Honourable Catherine McKenna, Minister of Infrastructure and Communities, announced changes to the federal Investing in Canada Infrastructure Plan (ICIP) to help communities adapt to new need to manage the pandemic. The changes will create a new stream in the \$33 billion ICIP to provide \$3.3 billion to build pandemic-resilient infrastructure. In Ontario, this will make \$1.184 billion available for pandemic-resilient projects.

The COVID-19 Resilience Stream of the ICIP will include faster approvals for projects and will provide an 80 per cent federal funding share for projects to a maximum of \$10 million. Faster approvals and increased federal share respond directly to AMO's calls for expedited approvals and recognition of the impact of COVID-19 on municipal finances.

The COVID-19 Resilience Stream can be used to upgrade, repair, or retrofit provincial and municipal buildings such as schools and community facilities, build new active transportation facilities such as bike lanes, trails and paths, upgrade existing or build new parks, and contribute to disaster mitigation projects such as flood and fire protection, including natural infrastructure.

Today's announcement also expands ICIP project eligibility under Public Transit, Green, and Rural and Northern Streams:

- Public Transit – bike lanes and active transportation as well as stand-alone paths and inter-municipal transit
- Green – stand-alone pathways and active transportation infrastructure
- Rural and Northern – broadband and cellular connectivity.

COVID-19 Resilience Stream projects must start by September 30, 2021 and be completed by December 31, 2021. Expanded ICIP Green, Public Transit, and Rural and Northern Stream projects must be started before September 30, 2021.

To allow for these changes in the ICIP, including the establishment of the COVID-19 Resilience Stream, federal and provincial infrastructure agreements will be renegotiated in the coming weeks. AMO anticipates that Ontario's Ministry of Infrastructure will communicate changes to the agreements and intake processes to eligible municipalities once these changes are made. AMO will ensure members are aware of any announcements regarding the ICIP.

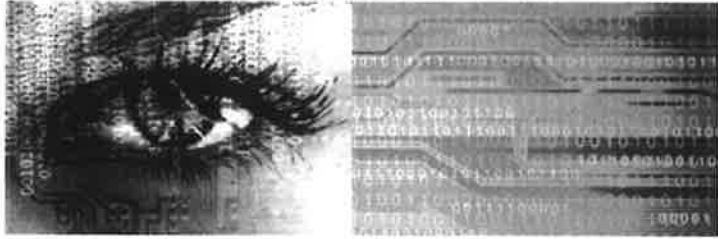
Minister McKenna will be addressing delegates at the [AMO Conference](#) on August 19, 2020.

### **New Non-Profit COVID Support**

The Ontario government today [announced](#) \$83 million through the Ontario Trillium Foundation (OTF) to provide grants to help eligible non-profit organizations, including food banks, child and youth programs and Royal Canadian Legion branches, recover from COVID-19 and continue the delivery of vital programming in their communities. The OTF's Resilient Communities Fund will provide grants of up to \$150,000 to help eligible non-profit organizations rebuild and recover from the impacts of COVID-19.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

# AMO watchfile



August 6, 2020

## In This Issue

- COVID-19 resources.
- AMO 2019 Annual Report available online.
- You can still register for the 2020 AMO Conference.
- Delegate AMO 2020 Conference orientation.
- Everything you need to know about Land Use Planning.
- New features in our Road & Sidewalk Assessment Service.
- Complimentary webinar on nutrition and health.

## COVID-19 Resources

AMO's [COVID-19 Resources page](#) is being updated continually so you can find critical information in one place. It now has a section on mandatory face masks bylaws/directives for municipal governments considering similar bylaws. Send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

## AMO Matters

AMO's [2019 Annual Report](#) contains organizational information and financial statements for 2019. It will form part of Secretary Treasurer's report at the [AMO AGM](#) on Monday, August 17, 2020.

## Eye on Events

AMO's 2020 Conference will be Canada's most comprehensive gathering of government leaders since the global pandemic began. [Mc'd by TVO](#), don't miss one of this year's feature events: 3 Minister's Forums. Send your [questions](#) by noon August 5th and [register today!](#)

Registered delegates will be provided an orientation to the virtual meeting. Delegates will have the opportunity to go through the virtual experience and learn how to navigate all aspects of the conference. Stay tuned for the date and time of the orientation.

Back by popular demand, *Land Use Planning: Beyond the Basics* is coming to you virtually. This training provides insight and tools to support your central role in implementing and managing the land use policy framework. [Registration details.](#)

## LAS

The [Road & Sidewalk Assessment Service](#) keeps improving. Find out about the new

online work order functionality at the upcoming AMO Conference. Visit StreetScan's virtual booth to explore this exciting new feature - sure to make your road maintenance easier.

Did you miss out on the Mosey & Mosey's Nutrition and Health Webinar earlier this year? Back by popular demand, LAS' Group Benefits partner is offering the free webinar on August 18, 2020. Don't miss out! [Sign up now](#).

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### **About AMO**

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August 6, 2020

## CORRECTION:

### August 12th is the Deadline to Submit Questions for AMO Conference Ministers' Forums

You may have received today's [AMO Watch File](#) email indicating the deadline to [submit your questions](#) for the [Minister's Forum](#) is August 5<sup>th</sup>. This was an error-the deadline is **noon, August 12<sup>th</sup>**.

\*\*\*\*\*

#### Ministers' Forums

There is still time to pose a question at the AMO Conference's three Ministers' Forums. Registered delegates who are municipal councillors or Heads of Council are invited to submit questions through this [on-line form](#). You will need to select one of the three Forums and the Minister who should receive your question. The deadline for submitting questions is **noon, Wednesday August 12<sup>th</sup>**.

#### AMO Elections

Registered delegates who are eligible to vote in the election for the AMO Board 2020-2022 will receive voting instructors and secure log-in information by email. Stay tuned for additional information.

#### Delegate Orientation

Registered delegates will be provided an orientation to the virtual meeting. Delegates will have the opportunity to go through the virtual experience and learn how to navigate all aspects of the conference. Stay tuned for the date and time of the orientation.

### **You Must be Registered to Participate**

One way the virtual conference is identical to our past, in-person conferences is that you must be a registered delegate to participate in all conference activities. Access to the conference's virtual environment is by unique username and password.

### **Thank You!**

Thank you for your continued interest in the 2020 AMO Conference. Responding to COVID-19 and supporting our members through challenging times has been AMO's number one priority. A virtual conference in 2020 is an important part of AMO's commitment to serve our members. [Registering for the conference](#) is another way you can support AMO's important work.

### **Questions**

If you have questions about the Virtual AMO 2020 Conference, you may find the answers at our [Frequently Asked Questions \(FAQ\)](#) section on the AMO conference webpage. If you have questions that are not answered there, please send them to [events@amo.on.ca](mailto:events@amo.on.ca)



August 7, 2020

## **AMO Policy Update – Child Care Funding and Community Safety Initiatives**

### **Child Care Funding under Federal Restart Agreement**

The provincial and federal governments have reached an agreement to support Ontario's plan to safely reopen child care and early years programs to full capacity in September. Under the [Safe Restart Agreement](#), a combined \$234.6 million in provincial and federal funding is available to keep children and staff safe in child care and early years settings. The funding will help support cleaning costs as well as health and safety requirements.

### **Proceeds of Crime Front-Line Policing Grant Funds 21 Community Safety Initiatives**

The Ontario Government recently [announced](#) that \$6 million, over the next three years, will support 16 police services (including municipal, provincial and First Nations) who have partnered with at least two community organizations to implement 21 crime prevention and community safety initiatives across the province.

### **Full List of Recommended Grant Recipients**

This funding is distributed through the Proceeds of Crime Front-Line Police (POC-FLP) Grant that uses monies forfeited to the provincial and federal governments during prosecutions and reinvests them to help police services support crime prevention and community safety initiatives around one of the following priority areas:

- gun and gang violence
- human trafficking
- sexual violence and harassment.

The POC-FLP grant program is a welcome investment in supporting specific community safety and well-being projects across Ontario.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical

## **Historic Agreement Delivers up to \$4 Billion to Support Municipalities and Transit**

*Safe Restart Agreement Represents New Funding for Many Priority Programs in Ontario*

July 27, 2020 1:00 P.M.

TORONTO — The Ontario government, in partnership with the federal government, is providing up to \$4 billion in urgently needed one-time assistance to Ontario's 444 municipalities. This funding will help local governments maintain the critical services people rely on every day, including public transit, over the next six to eight months. Details on specific allocations will be provided in the coming weeks. This funding is part of the province's made-in-Ontario plan for renewal, growth and economic recovery.

The announcement was made today by Premier Doug Ford, Christine Elliott, Deputy Premier and Minister of Health, Rod Phillips, Minister of Finance, Steve Clark, Minister of Municipal Affairs and Housing, and Caroline Mulroney, Minister of Transportation.

"By working together, we have united the country in the face of the immense challenges brought on by COVID-19 and secured a historic deal with the federal government to ensure a strong recovery for Ontario and for Canada," said Premier Ford. "I want to thank Ontario's 444 local leaders who supported us through our negotiations with the federal government and through each stage of reopening. We will continue to be a champion for our municipal partners as they safely reopen their communities and ensure people can get back to work."

Premier Ford worked collaboratively with municipal partners, fellow Premiers, Prime Minister Trudeau and Deputy Prime Minister Freeland to reach this historic agreement, which includes \$777 million from the federal government and \$1.22 billion from the province in support for municipalities. Ontario will continue to work closely with its municipal partners to ensure this funding provides the support they need to address budget shortfalls related to COVID-19.

"Ontario's municipalities are the backbone of our great province," said Minister Clark. "Our government is committed to working hand in hand with our municipal partners to help them emerge stronger and enable them to lead economic recovery in every community. And the funding we are announcing today will play a critical role in that."

"Ontario municipalities told us they are dealing with a \$4 billion shortfall as a result of COVID-19," said Minister Phillips. "Failing to act could result in cuts to services and higher taxes. That's

why, under Premier Ford's leadership, Ontario was a strong advocate at the negotiating table to ensure municipalities and transit systems were supported as part of the Safe Restart Agreement. This is a historic level of support that's being provided during unprecedented times."

Through Ontario's leadership, a deal for public transit funding was also secured as part of the federal-provincial agreement. Up to \$2 billion will be shared equally between Ontario and the federal government. Transit operators that have seen steep declines in revenues will receive the support they need to help address the financial impacts of COVID-19 and continue their operations in a safe manner.

"Transit operators across Ontario have done an incredible job ensuring that people who need to get around, including our frontline workers, have safe and reliable transit service during the outbreak," said Minister Mulroney. "This funding will help ensure transit services continue to be there so people can get where they need to go as our province reopens and people return to work."

The Safe Restart Agreement will help ensure a strong and safe recovery for Ontario through investments in testing, contact tracing and data management; health care capacity and mental health; protecting vulnerable populations, including people experiencing homelessness and seniors in long-term care facilities; securing personal protective equipment (PPE); child care for returning workers; and support for municipalities and public transit systems.

## QUICK FACTS

- Ontario has invested about \$350 million to support municipalities and social service providers such as shelters and food banks, as well as individuals receiving social assistance and those who are ineligible to receive federal support.
- Ontario invested \$100 million to support extraordinary public health costs incurred in responding to the COVID-19 outbreak and in protecting Ontarians.
- Throughout the COVID-19 pandemic, the Ontario government has worked with municipalities to provide them with the tools and supports they need, including enabling them to hold virtual council and local board meetings during emergencies and temporarily extending expiring development charge bylaws to ensure they could continue to collect this vital source of revenue.

## LEARN MORE

- Joint Communiqué — Safe Restart Agreement
- Learn more about A Framework for Reopening our Province
- Provide your input on the economic impacts of COVID-19
- See how your organization can help fight COVID-19
- Visit Ontario's website to learn more about how the province continues to protect the people of Ontario from COVID-19

**Ministry of the Environment,  
Conservation and Parks**  
Drinking Water and Environmental  
Compliance Division  
8<sup>th</sup> Floor  
135 St. Clair Avenue West  
Toronto ON M4V 1P5  
Phone: (416) 314-6378  
Fax: (416) 314-3986

**Ministère de l'Environnement, de la  
Protection de la nature et des Parcs**  
Division de la conformité en matière d'eau  
potable et d'environnement  
8<sup>e</sup> étage  
135, avenue St. Clair Ouest  
Toronto (Ontario) M4V 1P5  
Tél: (416) 314-6378  
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**Date:** July 29, 2020

**Memorandum to:** Drinking Water and Wastewater Systems Owners/Operating Authorities and Associations

**From:** Melissa Thomson, Assistant Deputy Minister, Chief Drinking Water Inspector, Drinking Water and Environmental Compliance Division (DWECD)

**Subject:** Changes to Temporary Emergency Order for Ontario's Water System Operators

Nothing is more important than protecting the health and well-being of Ontarians. As the province safely and gradually reopens, we have made changes to the [temporary emergency order](#) for water system operators, which I wrote to you about on March 24, 2020, to ensure the province's drinking water systems and sewage works continue to operate so that clean, safe drinking water is available to the public, and that our rivers and lakes are protected.

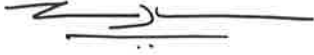
The amendments to the emergency order phase out provisions that temporarily allowed drinking water and wastewater systems to use qualified, non-certified staff and to redeploy staff to maintain system operations. Systems will have a transition period (until July 31, 2020) to reorganize and return to using certified and licensed staff.

In order to ensure operators can maintain their certifications and complete training requirements, the amendments also extend operator certificates and licences expiring between March 23, 2020 and October 31, 2020, and adjust training requirements for wastewater operators for the 2020 calendar year. Our expectation is that system owners and operating authorities will continue to consider alternative learning formats to keep operators' technical knowledge and skills up-to-date.

Program staff are here to support you during this transitional period. For additional information, see the FAQs under News and Resources on OWWCO's [News and Resources section](#).

Ontario's drinking water remains among the best protected in the world. As drinking water and wastewater system owners and operating authorities, you play a critical role within your communities. Working with our partners and municipalities, our strong protection framework will continue to help ensure our drinking water is held to Ontario's high safety standards.

Visit [Ontario.ca/reopen](https://ontario.ca/reopen) to learn about how Ontario is gradually reopening businesses, services and public spaces on a regional basis as progress is made in the fight against COVID-19.



Melissa Thomson  
Chief Drinking Water Inspector  
Drinking Water and Environmental Compliance Division  
Ministry of the Environment, Conservation and Parks

## Ontario Implementing Additional Measures at Bars and Restaurants to Help Limit the Spread of COVID-19

*Measures to Further Protect the Health of Ontarians as the Province Continues to Re-open Under Stage 3*  
July 31, 2020 9:00 A.M.

TORONTO — The Ontario government, in consultation with the Associate Chief Medical Officer of Health, has amended orders [O. Reg. 364/20: Rules for Areas in Stage 3](#) and [O. Reg. 263/20: Rules for Areas in Stage 2](#), under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, implementing additional measures for restaurants, bars, and other food or drink establishments, as the province carefully and gradually reopens.

"Protecting the health and well-being of all Ontarians has always been our top priority," said Christine Elliott, Deputy Premier and Minister of Health. "These additional measures will help reduce close contact between individuals in these settings, and support case and contact tracing, thereby limiting the spread of COVID-19."

In order to keep patrons of restaurants, bars, and other food or drink establishments safe, the amended orders will implement the following measures:

- All patrons will be required to be seated at all times, in both indoor and outdoor areas, with limited exceptions; and
- Bars and restaurants (and also tour boat operators) in Ontario will be required to keep client logs for a period of 30 days and to disclose the client logs to the medical officer of health or an inspector under the *Health Protection and Promotion Act* on request, which will support case and contact tracing.
- Complementary changes are being made in respect of existing provisions relating to tour operators and tour boat operators.

The Chief Medical Officer of Health and other public health experts continue to closely monitor the evolving situation to advise when public health measures or restrictions can be further loosened or if they need to be tightened.

It remains critically important for everyone to continue following public health advice as more businesses and services reopen in Stage 3. This includes practising physical distancing with those outside your household or social circle, wearing a face covering when physical distancing is a challenge or where it is mandatory to do so, staying home when ill, and washing your hands frequently and thoroughly.



## QUICK FACTS

- Businesses and sectors unable to open or facing significant difficulties in operating under the current restrictions are invited to visit [Ontario.ca/reopen](https://ontario.ca/reopen) to submit a reopening proposal. Businesses are also encouraged to use the government's [guide to develop a workplace safety plan](#). Government officials will work collaboratively with them on a plan to safely reopen, where feasible. The plan will be considered by public health officials and the Ontario Jobs and Recovery Committee as part of Ontario's approach to Stage 3.
- Some local municipalities may have enacted by-laws or local medical officers of health may have issued Section 22 orders under the *Health Protection and Promotion Act*, mandating the use of face coverings, and other restrictions, in some settings. Other medical officers of health may have mandated the use of face coverings, and other restrictions, through reference to emergency orders. Refer to local municipal or public health unit webpages for more information.
- For questions on restrictions that will remain in place during Stage 3, review the Stage 3 Emergency Order on the [emergency information portal](#) or call the Stop the Spread Business Information Line at 1 888 444-3659.
- Over 180 guidance resources are available to businesses to help them safely reopen and keep customers and workers safe.
- The province has set up a [Workplace PPE Supplier Directory](#), where employers can find suppliers who sell personal protective equipment (PPE) and other supplies to support a safe reopening of their workplaces.
- Testing is available at any of the province's 144 assessment centres currently open. To find your closest assessment centre, please visit [Ontario.ca/coronavirus](https://ontario.ca/coronavirus).
- The province has developed a practical [step-by-step guide](#) to help Ontarians as they safely develop and join a social circle.

## LEARN MORE

- [Ontario Moving Toronto and Peel Region into Stage 3](#)
- [Learn more about Stage 3 of reopening Ontario](#)
- [Get the facts from Public Health Ontario on how to protect yourself and others](#)
- [Learn more about A Framework for Reopening our Province](#)
- [See how your organization can help fight COVID-19](#)
- [Visit Ontario's website to learn more about how the province continues to protect the people of Ontario from COVID-19](#)

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**Alexandra Hilkene** Minister Elliott's Office  
 Alexandra.Hilkene@ontario.ca  
**David Jensen** Communications Branch  
 media.moh@ontario.ca  
 416-314-6197

**Available Online**  
**Disponible en Français**

Good afternoon,

My name is Kyle Weist, I'm a program manager for the Ontario Trillium Foundation's (OTF) Youth Opportunities Fund (YOF) and I'm reach out to local organization to let them know about the available granting opportunities.

Please share the information with any grassroots groups, community-based organizations and collaboratives focused on improving the wellbeing of children, youth, and families facing systemic barriers in your community.

The Youth Opportunities Fund announced the deadlines for three grant streams that aim to support projects improving the wellbeing of children, youth, and families facing systemic barriers.

YOF supports initiatives led by and for:

**Indigenous** young leaders and parents, guardians, and caregivers;

**Black** young leaders and parents, guardians, and caregivers, and;

Other young leaders and parents, guardians, and caregivers facing systemic barriers to wellbeing.

<u>Youth Innovations</u>	<u>Family Innovations</u>	<u>System Innovations</u>
<u>Stream</u> invests in the work of grassroots groups that are youth-led or youth-adult partnerships by funding projects that test an idea or scale a successful project.	<u>Stream</u> invests in the work of grassroots groups led by parents, guardians and/or caregivers to test or scale culturally anchored projects that empower, support, and strengthen families.	<u>Stream</u> supports collaboratives that are strengthening the quality and responsiveness of systems so they work better for youth facing systemic barriers.
<b>Test:</b> up to \$85,000 per year 1 to 3 Years	<b>Test:</b> up to \$85,000 per year 1 to 3 Years	Up to \$250,000 per year 2 to 6 years
<b>Scale:</b> up to \$125,000 per year 3 to 4 Years	<b>Scale:</b> up to \$125,000 per year 3 to 4 Years	Organization Registration Deadline: <b>September 16, 2020</b>
Expression of Interest Deadline: <b>October 14, 2020</b>	Expression of Interest Deadline: <b>October 14, 2020</b>	Grant Application Deadline: <b>October 14, 2020</b>

To learn more about the YOF and our granting opportunities, visit [www.otf.ca/yof](http://www.otf.ca/yof) or contact the Youth Opportunities Fund (YOF) team at 1 800 263-2887 or [yof@otf.ca](mailto:yof@otf.ca)

- Book a one-on-one information session online :  
<https://outlook.office365.com/owa/calendar/OTFYouthOpportunitiesFund@otfca.onmicrosoft.com/bookings/>
- Join a webinar : <https://www.eventbrite.ca/o/youth-opportunities-fund-fonds-perspectives-jeunesse-14937379815>
- Access online resources: <https://otf.ca/yof/resources>
- Check out a list of our past grantees : <https://otf.ca/youth-opportunities-grant/199/466>

Regards,

**YOF Team - L'équipe du FPJ**

Youth Opportunities Fund | Fonds Perspectives Jeunesse  
Ontario Trillium Foundation | Fondation Trillium de l'Ontario

Follow YOF on | Suivez-nous sur : [Instagram](#) | [Facebook](#) | [yof@otf.ca](mailto:yof@otf.ca) | [www.otf.ca/yof](http://www.otf.ca/yof)

OTF Support Centre: 1 800 263-2887 | [otf@otf.ca](mailto:otf@otf.ca)

TTY: 416 963-7905 | Fax: 416 963-8781

[www.otf.ca](http://www.otf.ca) | [Twitter](#) | [Facebook](#) | [Instagram](#)

Ministry of Transportation  
 Safety Program Development Branch  
 87 Sir William Hearst Avenue, Room 212  
 Toronto, Ontario M3M 0B4

Ministère des Transports  
 Direction de l'élaboration des  
 programmes de sécurité  
 87, avenue Sir William Hearst, bureau 212  
 Toronto, Ontario M3M 0B4



August 7<sup>th</sup>, 2020

Dear Municipal Stakeholder,

I am pleased to announce that as of **September 1, 2020** the province will be introducing a new regulatory framework which sets out evidentiary rules to govern school bus stop arm camera programs. Municipalities who choose to implement school bus stop arm camera programs will be able to use evidence from camera systems in court without requiring a witness to introduce that evidence. The regulation can be found at the following hyperlink: [Ontario Regulation 424/20: School Bus Cameras](#).

The rules under the *Provincial Offences Act* for school bus stop arm camera programs will mirror those currently in place for automated speed enforcement and red-light camera programs.

In support of municipalities interested in setting up school bus stop arm camera programs in their regions, the ministry has developed the attached guidance document. This document provides relevant information to assist municipalities in developing school bus stop-arm camera programs. The Ministry also encourages participating municipalities to engage in public outreach and education when enacting school bus stop-arm camera programs to maximize safety benefits.

The Ministry asks that you please bring this notice and attached guidance material to the attention of municipal staff responsible for traffic safety. If there are any questions regarding these amendments, please do not hesitate to contact the Acting Manager at the Safety Program Development Office Erik Thomsen at (647)-638-5210 or [erik.thomsen@ontario.ca](mailto:erik.thomsen@ontario.ca).

Thank you for your assistance in communicating this change and for your ongoing efforts to help improve the safety of students travelling on school buses.

Sincerely,

A handwritten signature in black ink that reads "Angela Litrenta".

Angela Litrenta  
 A/Director  
 Safety Program Development Branch  
 Ministry of Transportation

Attachment – Municipal Guidance Materials

## School Bus Stop Arm Camera Programs

Municipalities are responsible for all aspects of school bus stop arm camera program administration and are subject to all relevant rules and procedures included in the *Highway Traffic Act* (HTA), *Provincial Offences Act* (POA) and associated regulations. Additionally, municipalities are responsible for complying with all privacy and data retention rules outlined in the *Municipal Freedom of Information and Protection of Privacy Act*.

The Ministry of Transportation (MTO) has drafted these guidelines to support municipalities in developing safety-oriented school bus stop arm camera programs in their communities by providing information on relevant legislative requirement, processes and responsibilities.

Municipalities are responsible for ensuring that school bus stop arm camera programs are implemented transparently and for the express purpose of promoting road safety, while maintaining public trust.

# Provincial Guidelines

### Ontario’s School Bus Stop Arm Camera Regulatory Framework

Effective September 1, 2020, the school bus stopping law has been expanded so that the extension of the school bus stop arm becomes an element of the offence. This change makes it illegal for drivers to pass a stopped school bus that has a stop arm extended, regardless of whether the bus’s overhead red lights are activated. This change makes it easier for provincial offences officers to make certified statements about the camera and for Crown prosecutors to demonstrate that an offence has occurred using camera technology. The prosecution of school bus camera offences will no longer require the introduction of evidence by a supporting witness.

With this new program, municipalities will continue to have the choice as to whether they would like to set up a school bus stop arm camera program in their municipality. Some examples of other evidentiary requirements include:

- ▶ State that the system used to take the photograph was an automated school bus stop arm camera system as per the regulation;
- ▶ Set out the manufacturer's name and the model number of the automated school bus stop arm camera system used to take the photograph; and
- ▶ State the name of the municipality in which the school bus was located when the photograph was taken.

For a full list of evidentiary requirements, please consult the HTA and its relevant school bus stop arm camera regulations, along with the Part 1 *Provincial Offences Act* forms.

#### General Operating Considerations

Municipalities should comply with existing privacy rules in the *Municipal Freedom of Information and Protection of Privacy Act* for storing and transferring sensitive information. MTO recommends that municipalities undertake a privacy assessment before launching a school bus stop arm camera program.

Privacy

Procurement

The camera technology chosen will need to be able to capture all elements of the offence – such as the stop arm being actuated while the bus is passed by a motor vehicle that has a clearly visible number plate, etc. – and comply with all requirements set out in the future school bus stop arm camera regulation. Video at a minimum of 10fps, or an equivalent for a series of photographs that are taken in very quick succession, is a requirement. Please consult the HTA and its relevant school bus stop arm camera regulations, along with the Part 1 *Provincial Offences Act* forms, prior to setting up your school bus stop arm camera program.

Penalties

Sections 175 (19) and 175 (20) of the HTA set out the penalties for the owner-based offences for passing/overtaking a school bus. Under a school bus stop arm camera program, the penalties for these owner liability offences remain unchanged. The set fine for these offence(s) is \$400 with a maximum penalty of \$2,000.

Also, being that these are owner-based offences, demerit points and licence suspensions are not imposed upon conviction. Those drivers convicted of a school bus passing offence may be subject to licence plate denial if they default on the fines.

Signage

Signage will be uniform across the province, signage requirements will be outlined as part of the plate registrant data access agreement.

## School Bus Stop Arm Camera Programs (continued)

## Provincial Guidelines

## Public Education

Research demonstrates that public awareness of automated enforcement programs like school bus stop arm cameras, automated speed enforcement cameras, and red-light cameras, is an important element in their success. Municipalities should consider developing a communication/public education plan to inform the public about their school bus stop arm camera programs.

Communications and public education activities, which might take the form of websites, question and answer resources, social marketing and social media campaigns, should be sustained in advance of the program's launch and during its operation.

## Evidence Processing

Under POA section 3(2), only a designated provincial offences officer may issue an offence notice.

Consistent with the province's existing red light camera program and automated speed enforcement program, provincial offences officers will be responsible for reviewing evidence collected by school bus cameras, certifying this evidence and issuing an offence notice by mail, based on vehicle owner address data supplied by the Ministry.

Provincial offences officers are responsible for a range of activities as part of charging and prosecution processes, including:

- ▶ Reviewing evidence (video or photographic) and forming a belief that an offence was committed;
- ▶ Certifying the accuracy of that evidence;
- ▶ Making a request to MTO for plate registrant information to determine vehicle owner address information;
- ▶ Issuing and mailing POA offence notices with a set of images/video of the offence occurring;
- ▶ In cases where the charge is disputed, the provincial offences officer will request MTO provide a certified copy of the plate holder information as evidence.

## Access to Plate Registrant Data

Participating municipalities will be required to enter into a data access agreement with MTO for the purposes of accessing licence plate registrant information. Access to the data for this purpose is restricted to persons who have been designated as a provincial offences officer by the ministry.

This data access agreement will set out the terms, conditions and audit requirements which municipalities must adhere to, including confidentiality clauses that restrict disclosure of licence plate registrant data to only authorized users. For specific questions about the agreement with the ministry, please contact [Luc.Spina@ontario.ca](mailto:Luc.Spina@ontario.ca).

## Hiring Municipal Provincial Offences Officers

Subsection 1(3) of the POA provides the authority for the appointment of provincial offences officers. MTO will coordinate with municipalities so that the required documentation required to designate these officers can be prepared and approved.

The Ministry of the Solicitor General (SOLGEN) sets Ontario's policy with respect to who can be appointed as a provincial offences officer under the POA. Under this policy only municipal employees and police officers can receive designation and thus lay charges under automated enforcement programs.

Prior to issuing offence notices municipalities should ensure the POA officer is sufficiently trained so that they can make all the certified statements necessary for the certificate of offence.

## Joint and Independent Evidence Processing

The Ministry recognizes that some municipalities may choose to set up their own school bus stop arm camera programs with independent evidence processing, while others may choose to adopt a joint processing approach, similar to the automated speed enforcement and red light camera programs. MTO's framework does not restrict municipalities in joint or independent evidence processing.

Municipalities that issue school bus camera offences must request a series of ticket numbers. Ticket numbers will be issued by the POA Unit, Ministry of the Attorney General and should be included as part of the charging document that is filed with their local Provincial Offences court.

ONTARIO ENERGY BOARD NOTICE  
TO CUSTOMERS OF ENBRIDGE GAS INC.

**Enbridge Gas Inc. has applied to raise its natural  
gas rates effective January 1, 2021**

**Learn more. Have your say.**

**Enbridge Gas Inc. has applied to the Ontario Energy Board for approval to raise its natural gas rates effective January 1, 2021, based on a rate-setting framework and other adjustments previously approved by the Ontario Energy Board for the period 2019-2023. The rates are set using a formula that is tied to inflation and other factors intended to promote efficiency. If the request is approved, a typical residential customer in the EGD Rate Zone and in the Union Rate Zones (former customers of Enbridge Gas Distribution Inc. and Union Gas Limited, respectively) would see the following increases:**

Rate Zones	Residential Annual Bill Increase
<b>EGD</b>	<b>\$ 1.99</b>
<b>Union South</b>	<b>\$ 8.91</b>
<b>Union North East</b>	<b>\$ 10.72</b>
<b>Union North West</b>	<b>\$ 10.40</b>

**Other customers may be affected. It is important to review the application carefully to determine whether you will be affected by the changes.**

**THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING**

The Ontario Energy Board (OEB) will hold a public hearing to consider the application filed by Enbridge Gas Inc. We will question Enbridge Gas Inc. on the case. We will also hear questions and arguments from individual customers and from groups that represent the customers of Enbridge Gas Inc. At the end of this hearing, the OEB will decide whether the rate increase requested in the application will be approved.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

**BE INFORMED AND HAVE YOUR SAY**

You have the right to information regarding this application and to be involved in the process.

- You can review the application filed by Enbridge Gas Inc. on the OEB's website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **August 5, 2020** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

**LEARN MORE**

Our file number for this case is **EB-2020-0095**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number **EB-2020-0095** on the OEB website: [www.oeb.ca/participate](http://www.oeb.ca/participate). You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

**ORAL VS. WRITTEN HEARINGS**

There are two types of OEB hearings – oral and written. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **August 5, 2020**.

**PRIVACY**

*If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and e-mail address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.*

*This hearing will be held under section 36 of the Ontario Energy Board Act, S.O. 1998 c.15 (Schedule B).*



Ontario

Ontario Energy Board / Commission de l'énergie de l'Ontario



**St. Clair Region Conservation Authority  
Meeting Highlights – June 18, 2020**

Below is a list of highlights from the SCRCA board meeting held in June. For details, please refer to the entire meeting package which can be found at [www.scrca.on.ca/about-us/board-meeting-packages](http://www.scrca.on.ca/about-us/board-meeting-packages).

**COVID-19 Update:** SCRCA staff continue to adapt to new policies and procedures associated with the COVID-19 pandemic. The majority of staff continue to perform their duties remotely. A draft Return-To-Work plan has been prepared and outlines a phased-in approach to staff returning to the office that complies with provincial and local COVID-19 guidelines.

**Campgrounds:** Staff continue to prepare the SCRCA's three regional campgrounds to respond to changes in provincial and local COVID-19 restrictions. A phased-in approach has been adopted with "snowbirds" granted overnight access to their seasonal sites since April 17<sup>th</sup> and remaining seasonal campers permitted to camp since June 5<sup>th</sup>. Transient, non-seasonal camping continues to be delayed. A number of amenities and facilities have been closed (e.g., washrooms, play structures). Staff will continue to monitor the COVID-19 pandemic closely and will ease restrictions at campgrounds when it is deemed safe to do so. Swimming pools will be closed for the duration of the 2020 camping season.

**Flood Threat:** The flood threat in the St. Clair Region watershed is moderate due to high water levels on the Great Lakes, Lake St. Clair and in Wallaceburg. Previously considered minimal amounts of rainfall will have the capacity to elevate water levels into natural floodplain areas. Wallaceburg will be more susceptible to wind-driven flooding.

**Lake Levels:** Lake levels recorded in April for Lake Huron exceeded the 1986 record level high by 7 cm. Lake St. Clair water levels exceeded the 1986 record level by 9 cm. Water levels for Lakes Huron and St. Clair are projected to exceed record levels over the next five months.

**Floodplain Mapping Project:** Survey work in support of the floodplain mapping project has continued this spring and has been completed for Phase 1 (City of Sarnia and St. Clair Township watersheds) and Phase 2 (the rest of the SCRCA watershed) of the project. Hydrologic analysis and modelling have been completed by Riggs Engineering. Draft flood lines have been developed and are currently undergoing quality control analysis.

**Water Erosion Control Infrastructure (WECI) Projects:** 2020-2021 WECI projects submitted from across Ontario have been reviewed by a committee of provincial and Conservation Authority staff representatives. The SCRCA submitted three projects for consideration that were unsuccessful in obtaining WECI funding this year.



**Tree Planting:** Despite challenges associated with the on-going COVID-19 pandemic, spring tree planting was successfully completed. Over 50,000 seedlings and large-stock trees were planted by mechanical and hand-planting crews while ensuring proper COVID-19 guidelines and procedures were followed. The SCRCA secured and provided \$180,000 in grant funding to landowners.

**SCRCA Larvicide Program:** The SCRCA has been contracted by Lambton Public Health to treat rural and urban catch basins throughout the County of Lambton and City of Sarnia with mosquito larvicide to reduce the risk of the West Nile virus. Three applications of methoprene will be conducted on 21-day intervals beginning on June 25<sup>th</sup>. There are approximately 16,500 catch basins slated for multiple applications throughout the summer.

**Conservation Education Virtual Field Trips:** In response to school closures resulting from the COVID-19 pandemic, SCRCA education staff have developed Virtual Field Trips to support teachers and students in conveying curriculum-connected, science-based concepts through online platforms. The resource has received tremendous support and positive feedback and has been used by school boards throughout Ontario, Canada and by educators teaching abroad.

**Conservation Scholarship Program:** Every year, the SCRCA awards scholarships to graduating high school students who are pursuing post-secondary studies in an environmental field. Three students will be awarded with scholarships in 2020:

A.W. Campbell Memorial Scholarship (\$1,000)

Brady Grubb, Lambton Kent Composite School, Dresden, Ontario

Tony Stranak Conservation Scholarship (\$500)

Trevor McBrayne, Lambton Kent Composite School, Dresden, Ontario

Mary Jo Arnold Conservation Scholarship (\$500)

Gracie Goodhill, North Lambton Secondary School, Forest, Ontario

For more information, contact:  
 Brian McDougall, General Manager  
 519-245-3710 ext. 236  
 bmcdougall@scrca.on.ca



August 5, 2020

City of Sarnia  
255 Christina Street N  
Sarnia On  
N7T 7N2  
Mayor Bradley  
Chris Carter – CAO

Village of Point Edward  
135 Kendall Street  
Point Edward, ON  
N7V 4G6  
Mayor Hand  
Jim Burns – CAO

The Village of Oil Springs  
4591 Oil Springs Line  
Oil Springs, Ontario  
N0N 1P0  
Mayor Veen

The Municipality of Brooke-Alvinston  
3236 River Street, Box 28  
Alvinston, ON  
N0N 1A0  
Mayor Ferguson  
Janet Denkers – Clerk Administrator

Township of Warwick  
6332 Nauvoo Road, RR#8  
Watford, ON  
N0M 2S0  
Mayor Rombouts  
Amanda Gubbels – CAO

Town of Petrolia  
411 Greenfield Street, Box 1270  
Petrolia, ON  
N0N 1R0  
Mayor Loosley  
Rich Charlebois - CAO

**Re: Annual General Meeting**

Bluewater Power will hold its Annual General Meeting on Tuesday September 29 at 7pm in the Best Western – Guildwood Inn, 1400 Venetian Blvd Sarnia, in the Guildhall Room.

Notice of this public meeting will be well advertised in the local media prior to the event.

Please note, all COVID related requirements will be strictly adhered to including safe physical distancing.

As always, please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Janice".

Janice L. McMichael-Dennis  
President & Chief Executive Officer  
Bluewater Power Group of Companies



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Investing in Canada Infrastructure Program Rural & Northern Stream-Transfer Payment Agreement  
**Meeting:** Council - 23 Jul 2020  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That the Municipality enter into an agreement with the Ministry of Agriculture, Food and Rural Affairs: Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream.**

### Background:

The Municipality was awarded funding for the Shiloh Line Rehabilitation Project through the Provincial and Federal governments.

### Comments:

The Project will rehabilitate approximately 13.74 km of Shiloh Line between Forest Road and the Peak of Mosa Road. Project work will include the recycling of the deteriorated existing asphalt and tar and chip roadway and the recycled materials will be used for repaving. Gravel shoulders will be upgraded to paved asphalt.

A copy of the agreement is posted online with the agenda and is available for review from the Clerk's office.

### Financial Considerations:

The Municipality was awarded provincially in the amount of \$1,029,607.03 and federally in the amount of \$1,853,478.00. The Municipality will need to contribute approximately \$216,000.

### Relationship to Strategic Plan:

Investing in Community Infrastructure

### ATTACHMENTS:

[Municipality of the Township of Brooke-Alvinston TPA](#)

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
RURAL AND NORTHERN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “**Agreement**”) is effective as of the Effective Date.

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

**Her Majesty the Queen in right of the Province of Ontario,**  
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

**THE TOWNSHIP OF BROOKE - ALVINSTON**

*Otherwise known as*

*The Corporation of the Municipality of the Township of Brooke-Alvinston*

**(CRA#108131871)**

(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 federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial 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 agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern

communities by responding to their specific needs.

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 a rural and northern stream project.

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 Project as defined in Schedule "C".

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 the 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, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

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.

## 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;
- (b) 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;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 (“the Guidelines”), the Agreement will prevail.

## 3.0 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.

## 4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

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 Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (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 Project 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 Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) the Recipient has read and understood the Bilateral Agreement;
- (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
- (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

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 Project 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 THE PROVINCE OF ONTARIO**, represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Randy Jackiw, Assistant Deputy Minister  
The Honourable Ernie Hardeman  
Minister of Agriculture, Food and Rural Affairs

AFFIX  
CORPORATE  
SEAL

**THE TOWNSHIP OF BROOKE - ALVINSTON**

\_\_\_\_\_  
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) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) “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).

**“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 and Sub-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 Project, 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.

**“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.

“**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.

“**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 the 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 the 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), and *Navigation Protection Act* (Canada).

“**Evaluation**” means an evaluation in respect of the Project 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).

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

“**Federal Approval Date**” means the date on which Canada has approved the Project

identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“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 Expiry 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.7.0 (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 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).

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

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

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

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

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“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 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 the Project by means of a Contract.

**“Timelines”** means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

**“Total Financial Assistance”** means 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 the 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 will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) 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; and
- (f) 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.

**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 the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (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 Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or 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 the Project is Substantially Completed on or before October 31, 2026.

### A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with 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 the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 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) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
  - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make 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 termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the 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 that are necessary to carry out the Project on and after the Federal Approval Date;
- (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 the Province provides Funds 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.

- 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 from the Funds;
  - (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;
  - (b) if Canada's total contribution from all federal sources in respect of the Project exceeds sixty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
  - (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province 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 its contribution 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 the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs 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 Project.** The Recipient will, in respect of the 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 the 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 a maximum of 10% of the provincial funding in respect of the 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.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (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 provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

**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 the 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 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 the 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 the 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 for a period of seven years after the Expiry Date:
- (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 the Project; and
  - (b) all non-financial records and documents relating to the Funds or otherwise to the Project.
- A.7.4 **Records Review.** The Province may, at its own expense, 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 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;
  - (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, the 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 the Project.

**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 for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (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 Province's request, 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) at the Province's request, the Recipient will provide to the Province a copy of any



of the Recipient's insurance policies that relate to the 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 costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
  - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

#### **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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

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

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project or to discontinue the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, 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 plus Interest Earned;
- (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 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 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 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.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

#### 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.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will 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 may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

## **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. 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, paragraphs A.2.1(a), 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 Project), A.5.5 (Disposal of 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), 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), 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 the 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*;
  - (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.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 the 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 the 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 with an interest in the Project.

## **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 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 the Project under the Agreement,

- (i) the Recipient having provided 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 title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

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).

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

**SCHEDULE “B”  
SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

**B.1.1 Expiration date.** The Expiration Date is March 31, 2028.

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

**B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION**

**B.3.1 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,029,607.03, rounded to two decimal places.

**B.4.0 CANADA’S MAXIMUM CONTRIBUTION**

**B.4.1 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$1,853,478.00, rounded to two decimal places.

**B.5.0 ADDRESSEES**

**B.5.1 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>	<p><b>Address:</b> Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p style="text-align: center;">Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPRural@ontario.ca</p>
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<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Address:</b> Municipality of the Township of Brooke-Alvinston PO Box 28, 3236 River Street, Alvinston, Ontario N0N 1A0  Attention: Stephen Ikert, Treasurer  <b>Email:</b> sikert@brookealvinston.com
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**[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”  
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT  
STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

The Project will rehabilitate approximately 13.74 km of Shiloh Line between Forest Road and the Peak of Mosa Road. Project work will include the recycling of the deteriorated existing asphalt and tar and chip roadway, and the recycled materials will be used for repaving. Gravel shoulders will be upgraded to paved asphalt.

**C.2.0 FINANCIAL INFORMATION**

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$3,089,130.00, rounded to two decimal places.

**C.2.2 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places.

**C.2.3 Percentage of Federal Support.** Percentage of Federal Support means 60%, rounded to two decimal places.

**C.3.0 TIMELINES**

**C.3.1 Federal Approval Date.** Federal approval date means February 12, 2020.

**C.4.0 PROJECT STANDARDS**

**C.4.1 Canada’s Requirements.** In addition to any other standards that the Recipient must meet or exceed for the 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.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the 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.
- C.5.2 **Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 **Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

**D.1.1 Reporting Requirements.** Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.



The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

**(d) Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:

- (i) Climate Change Resilience Assessments;
- (ii) Greenhouse Gas Emissions Assessments; and
- (iii) Community Employment Benefit Assessments.

## **D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)**

**D.2.1 Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

**D.2.2 Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

## **D.3.0 COMPLIANCE AUDIT(S)**

**D.3.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, 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. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, 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 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, 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 include:

- a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) 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 goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 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 October 31, 2026;

- c) All expenditures related to Contracts awarded or executed 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 March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified 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) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) 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;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) 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;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) 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";

- w) 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;
- x) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) 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; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
  - (i) Housing;
  - (ii) An early learning and childcare facility;
  - (iii) A health facility, or an education facility;
  - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission's Calls to Action, as approved by Canada;
  - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
  - (vi) Resource development infrastructure, notably industrial resource development access roads.

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

## **SCHEDULE “F” EVALUATION**

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

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the 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 the 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 the 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 the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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, 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 the 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 the 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 for any Funds received for the 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 Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**"Section 35 Duty"** means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

### I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

### I.3.0 PROVINCE'S ROLES AND RESPONSIBILITIES

The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

### I.4.0 RECIPIENT'S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the

- Recipient or the Province or Canada. Such notice must include language specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
  - (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
  - (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
  - (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
  - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
  - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
  - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
  - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
  - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
  - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
  - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;

- (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and
- (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

#### **I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.**

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;
- (c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;
- (e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;
- (f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and
- (h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**I.6.0 ASSISTING THE PROVINCE AND CANADA.**

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

**I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS**

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

**I.8.0 NO SUBSTITUTION**

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

**I.9.0 NOTICES IN RELATION TO THIS SCHEDULE**

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule "B" of this Agreement.

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**



## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

### **J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### **J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

### **J.4.0 PAYMENTS**

- J.4.1 **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 pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 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.4.3 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.4.0 of this Schedule “J” (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission

of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may 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.7.0 HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) 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 Expiry 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 the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the 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).



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Celebrate Canada 2020 during the Brooke-Alvinston Fall Fair week.  
**Meeting:** Council - 13 Aug 2020  
**Department:** Administration  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Bob Squires and Grant McFadden be appointed to the 2020 Canada Day Committee.**

### Background:

The Canada Day 2020 celebrations were cancelled in 2020 due to the COVID-19 pandemic. The Municipality was fortunate to receive monies through the Celebrate Canada Fund to celebrate Canada at some point during 2020. In discussions with the Brooke-Alvinston Agricultural Society, an offer to showcase the annual fireworks display was accepted. Bob Squires was contacted and is happy to facilitate the show.

### Comments:

To have appropriate insurance for Mr. Squires and his assistant(s), he needs to be named under the Canada Day Committee and listed as a member. Council generally approves the list of volunteers annually and prior to the celebration. The Canada Day Committee is appointed by Council.

### Financial Considerations:

The Municipality was awarded \$5,000 for the fireworks display. This money will be used for the display and fees to Mr. Squires.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Community Mailbox Installation Agreement - Inwood  
**Meeting:** Council - 13 Aug 2020  
**Department:** Administration  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Council enter into an agreement with the Canada Post Corporation for the installation of community mailboxes at the Inwood Community Park.**

### Background:

The Inwood location of Brooke Telecom will cease operating the Canada Post outlet from their office effective September 22, 2020.

### Comments:

An email circulated from Canada Post indicated a community outreach team discussed the issue and community mailboxes were recommended. The Inwood Community Park was identified as an appropriate space with ample lighting and parking.

### Financial Considerations:

There are no financial considerations with this report. The Canada Post Corporation will look after snow removal and landscaping.

### ATTACHMENTS:

[CMB Installation Agreement Brooke Alvinston Township](#)



**COMMUNITY MAILBOX INSTALLATION AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**BETWEEN**

\_\_\_\_\_  
(Hereinafter called the “Municipality”)

**AND**

CANADA POST CORPORATION  
(Hereinafter called “Canada Post”)

**WHEREAS** pursuant to the *Canada Post Corporation Act*, Canada Post was established as Agent of Her Majesty to, inter alia, establish and operate a postal service for the collection, transmission and delivery of mail and to provide such products and services as are, in the opinion of Canada Post, necessary or incidental to such postal service;

**AND WHEREAS** the Mail Receptacles Regulations, made pursuant to the *Canada Post Corporation Act* with the approval of the Governor in Council, authorize Canada Post to install, erect or relocate, or cause to be installed, erected or relocated in any public roadway, any receptacle or device to be used for the collection, delivery or storage of mail;

**AND WHEREAS** Canada Post desires to install, erect and relocate, when necessary, such receptacles or devices, commonly referred to as “Community Mailboxes”, at specific convenient locations on public roadways within the Municipality, title to which is vested in the Municipality;

**AND WHEREAS** the title to the public roadways is vested in the Municipality;

**AND WHEREAS** the Parties hereto desire to enter into an Agreement governing Community Mailbox site selection, liability, maintenance, repair, replacement, removal and relocation;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Municipality and Canada Post, each in consideration of the execution of this Agreement by the other, mutually agree as follows:

1. In this Agreement:

- (a) “Council” shall mean the Council of The Corporation of the Municipality of \_\_\_\_\_ ;
- (b) “Municipal Official” shall mean the \_\_\_\_\_ ;  
[title of Municipal Official]
- (c) “Municipality” shall mean The Corporation of \_\_\_\_\_ ;
- (d) “Roadway” shall include public road allowances, highways, streets, lanes, walkways, sidewalks, and boulevards within the jurisdiction of the Municipality;
- (e) “Utility” shall include [list all utilities currently in road allowance] or such other public or private utility companies permitted by the Municipality to use the roadway.

2. Subject to the terms and conditions herein contained, Canada Post shall:

- (a) install, erect and relocate, when it deems necessary, Community Mailboxes only at specific locations on roadways within the Municipality, the suitability of which sites having been established in accordance with Canada Post’s location criteria and subsequently reviewed and approved by the Municipal Official (which review will be expeditious and which approval shall not unreasonably be withheld) in accordance with the details which are attached hereto as Schedule “A”, which Schedule shall form part of the Agreement;
- (b) at its expense, satisfactorily maintain such Community Mailboxes, including concrete slabs and access pads, landscaping and Community Mailbox sites and including, without limitation, general upkeep and litter control on a regular basis;
- (c) provide, at its own expense, for snow clearing of the areas adjacent to the Community Mailboxes to provide access thereto during the winter for the public; provided, however, that no snow shall be placed on any traveled portion of the roadway or sidewalk by Canada Post or its contractor;
- (d) indemnify and save harmless the Municipality from and against all claims for injury or damage by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or in any way attributable to the construction, installation, maintenance or use of the Community Mailboxes, except those arising out of the negligence of the Municipality;
- (e) assume all loss, injury or damage and risk of loss, injury or damage to any works of the Municipality or that of any public utility which may be in, on, over or under the roadway, at the location of the Community Mailboxes, arising out of the construction, maintenance or repair of the said Community Mailboxes, except for that arising out of negligence of the Municipality or any public utility.

3. Should the Municipal Official not approve the suitability of any site for the installation, erection or relocation of Community Mailboxes or should the Municipal Official, in future, desire that any Community Mailbox erected or installed by Canada Post upon a roadway pursuant to the terms of this Agreement, be relocated, the Municipal Official shall immediately so notify Canada Post in writing and such notice shall set forth the reasons for such disapproval or desire for relocation. Forthwith upon receipt of such notice, Canada Post and the Municipal Official shall work together in good faith to expeditiously resolve the Municipality's concerns and objectives in this regard and, if required, select an alternative location meeting the approval of the Parties as herein provided. Upon removal of any Community Mailbox from the roadway, Canada Post shall satisfactorily restore the affected portion of the roadway to a standard equivalent to the condition of the roadways in its vicinity, and upon failure of Canada Post to restore the affected portion of the roadway, the Municipality, upon advance notice in writing to Canada Post, may do so at the expense of Canada Post which undertakes and agrees to pay to the Municipality such expenses (including supervisory and clerical work) on demand.
4. Canada Post may at any time, at its sole discretion and for any reason, give notice in writing to the Municipal Official of its intention to remove any or all of the Community Mailboxes from the roadways. Upon removal of any or all Community Mailboxes from the roadways, Canada Post shall satisfactorily restore the affected portion of the roadways to a standard equivalent to the condition of the roadways in its vicinity, and upon failure of Canada Post to restore the affected portion of the roadways, the Municipality, upon advance notice in writing to Canada Post, may do so at the expense of Canada Post which undertakes and agrees to pay to the Municipality such expenses (including supervisory and clerical work) on demand. All notices in writing referred to herein shall be conclusively deemed to have been received three (3) days after the date of mailing.
5. Canada Post acknowledges and agrees that the Municipality is the owner of and has jurisdiction over the roadways within the Municipality affected by this Agreement and that the Municipality reserves the right to use the roadway at or on which a Community Mailbox is located for the purposes of constructing and maintaining therein sewers, water mains, electric light and power conduits and cables, telephone conduits, gas lines and all other services and appliances, whether existing or placed therein in the future, and whether under its control or the control of a public utility or other government authority.
6. If, in the event of an emergency, it becomes necessary for Canada Post to do work on, across or along any roadways without consultation with the Municipal Official, then Canada Post shall, as soon as reasonably possible, provide the Municipal Official with details of the emergency and the work done in response thereto. In such emergency situations, Canada Post shall expeditiously restore the roadway to a condition as near as reasonably possible to the condition it was prior to the start of any such work. Upon failure of Canada Post to so restore the roadway, then the Municipality may do so and charge the cost of doing so back to Canada Post. Restoration includes but is not limited to any required repair to the roadway concerned by reason of any settlement of the original restoration work by Canada Post.
7. If, in the event of an emergency, it becomes necessary for the Municipality or other utility to work at any location of a Community Mailbox without the permission of Canada Post, the Municipality shall, as soon as reasonably possible or within 24 hours notice to the

Municipality by the utility, provide Canada Post with details of the emergency and the work done in response thereto. In such situations the Municipality or the utility, as the case may be, shall temporarily relocate and anchor any such Community Mailbox in as close proximity to its original site as reasonably possible, having regard to the temporary nature of the relocation to facilitate its continued use in a reasonable and safe manner. The Municipality or the utility, as the case may be, shall expeditiously restore the Community Mailbox location to a condition as near reasonably possible to the condition prior to the start of any such work.

- 8. Canada Post shall, at its own cost and expense, cause any and all liens or privileges registered pursuant to applicable laws relating to construction liens or privileges on municipal property for labour, services or material alleged to have been furnished or to have been charged by or for Canada Post or anyone on its behalf on the roadways or any improvements or facilities therein or thereon, to be paid, satisfied, released, cancelled and vacated within thirty (30) days after the Municipality shall have sent to Canada Post written notice by prepaid post of any claim for such lien or privilege. Provided, however, that in the event of a bona fide dispute by Canada Post of the validity or correctness of any claim for any such lien or privilege, Canada Post shall not be bound by the foregoing but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court the amount claimed and such costs as the court may direct and registering all such documents as may be necessary to discharge such lien or privilege, or providing such other security in respect of such claim as will result in the discharge of such lien or privilege. In respect to such liens or privileges, Canada Post in addition hereby covenants and agrees to indemnify and keep indemnified the Municipality of all liability or judgments arising out of any liens or privileges registered as a result of the construction of a Community Mailbox and its related facilities by Canada Post, its contractors, subcontractors, material suppliers and workers.
  
- 9. Any notice required to be given to the Municipality hereunder shall be sufficiently given personally or delivered or sent by prepaid priority courier addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and any such notice, if mailed, shall be deemed to have been received by the Municipality on the second business day after the date on which it shall have been so mailed.

Any notice required to be given to Canada Post hereunder shall be sufficiently given personally or delivered or sent by prepaid courier addressed to:

CANADA POST CORPORATION  
 Delivery Planning  
 955 Highbury Avenue  
 London Ontario N5Y 1A3

and any such notice, if mailed, shall be deemed to have been received by Canada Post on the second business day after the date on which it shall have been so mailed.

- 10. This Agreement incorporates all the terms and conditions governing the installation, erection and relocation of Community Mailboxes on roadways within the Municipality and there is no representation or collateral agreement affecting this Agreement other than as expressed herein in writing.
- 11. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- 12. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

**IN WITNESS WHEREOF** the Parties have caused their respective corporate seals to be hereto affixed as attested by the hands of their respective proper officers in that behalf the day of the year first above written.

[Municipality]

\_\_\_\_\_

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

**CANADA POST CORPORATION**

\_\_\_\_\_

Per:

## SCHEDULE "A"

**STANDARDS AND GUIDELINES  
FOR THE INSTALLATION OF COMMUNITY MAILBOXES**

CMBs sites shall not be installed within nine metres of an intersection.

Where possible CMBs will not be installed within three metres of a driveway.

Normally, CMBs will not be installed within two metres of utility boxes or fire hydrants.

Where possible, CMBs will not be installed in front of schools.

Where possible, CMBs will not be installed in "No Stopping" zones.

Preference is given to locations with sidewalks. When located in an area without sidewalks and/or curbs Canada Post will install wheel chair accessible access, culverts and retaining walls as required.

All CMB sites will be wheel chair accessible.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Aecon Fleet Parking at MTO lot  
**Meeting:** Council - 13 Aug 2020  
**Department:** Administration  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That the report be received and filed as information; and that the attached agreement be signed.**

### Background:

Aecon is working on a pipeline project in Lambton County and realizes that Alvinston is a central location of the project works. They have a fleet of work vehicles that require overnight and weekend parking and have requested the use of the MTO yard to do so.

### Comments:

Staff reviewed the zoning by-law and opinion of the insurance provider prior to operations approval. Additionally staff met with the lead hand and reviewed the site and conditions. Aecon is favourable of entering into an agreement for approximately 6 months of parking.

Aecon is aware of the no parking area and possibility of a Large Item Day in the fall for residents.

### Financial Considerations:

Aecon is willing to pay \$500 / week to park the fleet at the MTO yard.

### Relationship to Strategic Plan:

Fiscal Responsibility / partnerships

### ATTACHMENTS:

[Aecon Agreement](#)

THIS AGREEMENT MADE in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN: Aecon Utilities (the “Lessee”)

AND

CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON (the “Lessor”)

WHEREAS the Lessee is desirous of leasing property for storage purposes within the Municipality of Brooke-Alvinston;

AND WHEREAS the Municipality has excess land suitable for such purposes;

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

1. The Lessee shall have exclusive use, for the purposes of storing utility vehicles and equipment within the area designated by the Public Works Manager for the Municipality of Brooke-Alvinston at 3123 Nauvoo Road.
2. The Lessee shall pay the Municipality the sum of \$500.00 plus HST (if applicable) for the rent of the leased property for the period up to six months, upon signing of the agreement..
3. The Lessee shall assume all liability for use of the leased property. The Lessee agrees to indemnify and hold harmless the Municipality for any loss, cost or expense (including legal fees) it may incur as a result of this agreement.
4. The Lessee shall provide proof of liability insurance to the satisfaction of the Public Works Manager for the Municipality; naming the Municipality as additionally insured.
5. The Lessee shall keep equipment on the property in a neat and orderly fashion. The Lessee shall be responsible for any restoration required to grass or asphalt that may result from this agreement.
6. The Lessee shall be responsible for clean-up of the leased area to the satisfaction of the Public Works Manager. This includes, but shall not be limited to posts, markers, and any other debris as a direct result of this agreement.
7. The Lessee shall not impede or restrict the use of the entire property by the Municipality.
8. The Lessor agrees to allow access to the leased property at the convenience of the Lessee. The Lessor agrees to maintain access clear of snow and ice.



9. This Agreement may be extended upon mutual agreement by the Lessee and Lessor upon payment of appropriate rental fee.

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

SIGNED, SEALED AND EXECUTED: Aecon Utilities

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

CORPORATION OF THE  
MUNICIPALITY OF BROOKE-ALVINSTON

\_\_\_\_\_  
Mayor David Ferguson

\_\_\_\_\_  
Clerk-Administrator Janet Denkers



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Automated Collection Agreement with Bluewater Recycling  
**Meeting:** Council - 13 Aug 2020  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That the Council of the Municipality of Brooke-Alvinston enter into the automated collection agreement as drafted with Bluewater Recycling.**

### Background:

The Municipality has held an agreement with Bluewater Recycling with the Municipality since 2001. The agreements looked after Brooke and Alvinston separately using the automated collection system instead of wheelie bins. Bluewater Recycling has standardized their agreements with the conversion to wheelie bins and inadvertently missed the agreement with Brooke-Alvinston at that time. The agreement is renewed annually.

### Comments:

The agreement is drafted from the same mold as the 2001 agreement and reflects the same language. The municipal name and date of the agreement has been updated and under section 1.01 changes to the fee, disposal site, solid waste, unit, and wheelie bin has been amended to reflect the use of wheelie bins.

Other changing includes slight wordsmithing in 2.02, 2.03, 2.04 to reflect the use of wheelie bins. Section 3 has changes to adjustments. There is a new fuel clause and other adjustments that are now part of every agreement. The Association has never used these clauses to date and don't expect to use the fuel clause anytime soon as they continue to convert to CNG. Finally, in section 4, the term date has changed, with the same terms, and a new section in 4.02 about the wheelie bins. The wheelie bins are pretty much depreciated so it has no significant impact on any future decisions.

### Financial Considerations:

	Current (Households)	New (Wheelie Bins)
Unit	1,060	1,167
Rate	\$69.65	\$63.26
Total Annual Cost	\$73,829	\$73,824

### ATTACHMENTS:



THIS AGREEMENT made as of the first day of September, 2020

BETWEEN:

BLUEWATER RECYCLING ASSOCIATION incorporated as a corporation without share capital in the Province of Ontario and having its Head Office in the Municipality of South Huron in the County of Huron, in the said Province, (hereinafter called the "Association")

OF THE FIRST PART

-AND-

CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON incorporated as a special corporation without share capital in the Province of Ontario and having its Head Office in the Village of Alvinston in the County of Lambton, in the said Province, (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Municipality wishes to provide its residents with an effective resource management program;

AND WHEREAS the Association has developed a Co-collection system allowing for the efficient collection of both waste and recyclables at the same time;

AND WHEREAS both the Association and the Municipality have common environmental objectives they wish to achieve through the operation of the Co-collection program such as:

cleaner collection through,

less fuel burnt thereby conserving nonrenewable resources;  
less emissions produced thereby reducing atmospheric pollution;  
less noise pollution; and  
fewer impacts on our fragile transportation infrastructure  
(while improving public safety by reducing the number of vehicles required to collect waste and recyclables);

and allowing for the development of safer disposal alternatives which will divert Solid Waste away from aged, less sophisticated disposal sites.

BOTH PARTIES hereby mutually covenant and agree that all services and supplies provided to the Municipality by the Association shall be on the following terms

and conditions:

## ARTICLE I - INTERPRETATION

### DEFINITIONS

#### 1.01 In this Agreement

(a) "Association" means the Bluewater Recycling Association and his, her, or its heirs, legal personal representatives, successors and assigns;

(b) "Agreement" means this agreement and all schedules annexed hereto, which are made a part thereof;

(c) "Base Co-collection Fee" means the fee chargeable by the Association for the added collection of Solid Waste in accordance with the terms of this Agreement. The Base Co-collection Fee is \$63.26 per unit per year, exclusive of all taxes payable at law and will be adjusted annually in accordance with the terms and conditions set out in Article 3 of this Agreement.

(d) "Co-collection" means the collection of all waste and recyclable materials from single unit dwellings, multi-unit dwellings, and designated IC&I (industrial/commercial/institutional) operations in the Municipality.

(e) "Disposal Site" means that site currently owned by Waste Management Inc, governed by C of A #0332203 and more particularly described as follows: East lot 20, Concession 3 S.E. Region, Township of Warwick, County of Lambton or other properly licensed site as mutually agreed upon.

(f) "Municipality" means the Corporation of the Municipality of Brooke-Alvinston and his, her or its heirs, legal personal representatives, successors and permitted assigns;

(g) "Recyclable Materials" means those designated curbside collected materials, namely newspapers, boxboard, cardboard, fine paper, plastic, tin, glass and aluminum, as generated in the municipalities and includes all other materials which are deemed to be recyclable by agreement between the Association and the Municipality from time to time.

(h) "Solid Waste" means mixed household, institutional, commercial and industrial solid waste (including trash, refuse and garbage) that has the characteristics of non hazardous solid waste normally produced by residences, stores, other commercial and industrial buildings, schools and offices, provided that under no circumstances shall Solid Waste include waste which is not permitted to be disposed of at the Disposal Site pursuant to applicable federal, provincial or local laws, regulations or orders, or the Provisional Certificate of Approval applicable to the Disposal Site. For the purpose of

this Agreement, Solid Waste shall exclude any items that cannot be contained in the wheelie bins.

(i) "term" means the term hereby demised and, unless otherwise required by the context, any renewal or extension thereof, or such shorter periods as may be provided in this Agreement.

(j) "Unit" means every Wheelie Bin used in a single residential unit (e.g. a household or an apartment in a multi-unit dwelling complex) or any local Industrial, Commercial, or Institutional (IC&I) establishments for Solid Waste collection.

(k) "Wheelie Bin" means a two wheeled container with a capacity of approximately 35, 65, or 95 gallons provided by the Association, required for the provisions of collection services provided under this Agreement.

#### SEVERABILITY

1.02 If any one or more clauses or paragraphs or part or parts thereof in this Agreement be illegal or unenforceable it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or clauses or part or parts of clauses had never been included.

#### NUMBER

1.03 Whenever a word importing the singular number only is used in this Agreement, such word shall include the plural and words importing gender shall include any other genders, where applicable.

#### HEADINGS

1.04 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provisions thereof.

#### ENTIRE AGREEMENT

1.05 This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and cancels and supersedes all prior negotiations, representations and agreements, either written or oral. No change, alterations or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

#### SUCCESSORS

1.06 This Agreement, together with the Schedules annexed hereto and forming apart

hereof, shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns (as limited by the provisions of this Agreement) and shall be interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the jurisdiction of the Province of Ontario.

## REPRESENTATIONS

1.07 Each party represents that it is a legally organized and operating corporation, properly incorporated in the Province of Ontario having jurisdiction over its home office, is authorized to enter into and perform this Agreement in all respects, and to the best of its knowledge and belief is in full compliance with all applicable statutes, ordinances, rules, regulations, and orders.

## ARTICLE II - SERVICES

### CO-COLLECTION

2.01 The Association shall be responsible for providing trained labour and labour supervision for all Co-collection related activities.

2.02 **General Co-collection Duties** - The Association's general Co-collection duties will include, but not be limited to the following:

- Weekly Co-collection of Solid Waste and Recyclable Materials from all residential units and IC&I units assigned with a Wheelie Bin in Alvinston and Inwood.
- Biweekly Co-collection of Solid Waste and Recyclable Materials from all residential units and IC&I units assigned with a Wheelie Bin in Brooke rural area.

2.03 **Receptacles for Materials** - The Association shall provide Wheelie Bins or other suitable containers for all Solid Waste and Recyclable Materials collection. No bags, boxes, or loose Recyclable Materials shall be accepted.

2.04 **Co-collection Procedures** - Wheelie Bins shall be placed as per the Association's driver instructions. Emptied Wheelie Bins shall be returned to the same location.

2.05 **Container Abuse** - Containers shall not be thrown or roughly handled by the Association.

2.06 **Co-collection Disputes** - In a case where a resident claims that his/her Solid Waste and/or Recyclable Materials were not collected, but a driver disputes this claim, the benefit will always be given to the resident.

2.07 **Co-collection Obstructions** - If the Association encounters any impassable obstructions including weather conditions, construction, etc. the Association will return at least once more to the obstructed area prior to 6:00 PM on the same day.

2.08 **Co-collection Routes** - Routes for Co-collection will be established at the Association's discretion.

2.09 **Scales** - The Association shall ensure that all drivers record gross, tare, and net weights upon every Co-collection related visit to the Disposal Site at the Municipality's cost, if any.

2.10 **Spills of Solid Waste and/or Recyclable Materials** - The Association shall immediately clean up any spills.

2.11 **Co-collection Hours** - Co-collection shall be completed Monday through Friday between 7:00 AM and 6:00 PM, except where holidays affect scheduling.

2.12 **Property Damage** - The Association shall repair any damage it causes to any residents' property immediately and at its own expense.

2.13 **Driver Experience** - The Association shall employ only properly licensed and experienced collection drivers.

2.14 **Driver Appearance** - Drivers shall be polite and well groomed at all times during daily operations.

2.15 **Uniforms** - The Association shall provide employees with a neat, clean, and distinctive work uniform including protective footwear, safety glasses, and gloves, which is to be worn at all times while on duty.

2.16 **Training** - The Association shall ensure that all drivers are properly trained in safe vehicle operation, circle checks, telecommunication and safe handling and clean up of all materials.

2.17 **Holidays** - There shall be no Co-collection on the following statutory holidays: New Year's Day and Christmas Day.

Collection shall be altered accordingly to avoid conflicts with holidays.

2.18 **Hazardous Material.** The material to be collected and processed by the Association pursuant to this Agreement is Solid Waste generated by the residents of the Municipality excluding radioactive, biomedical, volatile, highly flammable, explosive, toxic or hazardous material, and contaminants not acceptable as per Association specifications or Disposal Site licensing. The term "hazardous material" shall include, but not be limited to any amount of waste listed or characterized as hazardous by any federal or provincial law. Title to and liability for any waste shall remain with the



## Bluewater Recycling Association Confidential

resident and/or the Municipality and the Municipality expressly agrees to defend, indemnify and hold harmless the Association from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste.

## PROCESSING AND DISPOSAL

2.19 The Municipality shall be responsible for the cost of disposal (i.e. landfill) and the Association the cost of transport to the designated Disposal Site.

2.20 **Material Segregation** - The Association shall segregate all recyclable materials and process the materials in accordance with market specifications.

## PROMOTION

2.21 **Education and Promotion** - The Association shall from time to time throughout the term of this agreement conduct a promotional advertising campaign to promote the Co-collection program.

2.22 **Hotline** - The Association shall operate a manned information telephone service with a Watts line available throughout the Municipality during its regular business hours.

## ARTICLE III - PAYMENT

## COSTS AND REPAYMENTS

3.01 The Municipality agrees to pay the Association the Base Co-collection Fee, and all taxes payable at law for all Solid Waste Wheelie Bins in the Municipality. The Association agrees to remit all taxes payable at law by the Municipality to the appropriate governmental authority.

3.02 Any collection initiatives not covered in this agreement will be subject to negotiation between the Municipality and the Association and, upon successful completion of those negotiations, will be executed and considered to be addendum to this Agreement.

## ADJUSTMENTS

3.03 The Municipality shall make a monthly adjustment to the Unit count, to compensate the Association for any additional Units being serviced in the Municipality's Co-collection area. This calculation will be based on the actual verified monthly Wheelie Bins count.

3.04 The Base Co-collection Fee will be adjusted on an annual basis commencing January 1, 2021 in accordance with the following:

a) the adjustment, expressed as a percentage, will be calculated to be Factor F% where CPI is the Consumer Price Index for Ontario, as calculated by Statistics Canada or its successor,

and

$$\text{Factor F\%} = \left[ \frac{\text{CPI for the September immediately preceding the year to be adjusted}}{\text{CPI for the September in the second year preceding the year to be adjusted}} \right] \times 100\%$$

3.05 The Association reserves the right to make a fuel price adjustment on the monthly invoice of the Base Collection Fee if diesel prices exceed \$1.00 per litre. The adjustment would be calculated as follows:

$$\text{Adjustment\%} = (\text{Diesel}_c - \$1.00) \times 0.22\%$$

$\text{Diesel}_c$  Current (most recent) monthly London retail Diesel price as published by MJ Ervin or its successor.

3.06 The Association reserves the right to adjust the rates hereunder based upon unusual changes in the market prices for recycled material, fuel and other operating costs including residue disposal fees.

## INVOICING

3.07 The Association shall invoice the Municipality monthly in advance for the Co-collection service charges set out above, and the Municipality shall pay all invoices reasonably and properly submitted by the Association within thirty (30) days of date thereof. Interest may be charged by the Association at 1 1/2% per month (18% per annum) on any overdue accounts.

## ARTICLE IV - TERM

4.01 This Agreement is for a term of one (1) year beginning the first day of September, 2020 and shall be renewed for successive terms without further action by the parties but may be terminated at the end of any term by either of the parties hereto by not less than one hundred and eighty (180) days prior written notice (registered mail).

4.02 The Association is providing Wheelie Bins for the provisions of the services hereto agreed in. Those containers are provided in this Agreement on the basis of their use for a full useful life estimated at 10 years. Should the Municipality terminate this Agreement and any subsequent renewals before the end of the Wheelie Bins' useful life, The Municipality shall have the following options:

(a) The Municipality shall gather and deliver the Wheelie Bins to the Association's Head Office in good working order ready for service elsewhere.

(b) The Municipality shall purchase the Wheelie Bins from the Association for the

residual value based on a straight line depreciation method.

(c) The Municipality shall pay the Association to recover any Wheelie Bins from the residents at a cost of \$23.89 each subject to the same cost adjustments as this agreement.

#### NON PERFORMANCE

4.03 (a) This Agreement shall immediately and automatically terminate without notice or other act:

(i) upon the attempted assignment by the Association of this Agreement or any of its rights or obligations hereunder without the previous written consent of the Municipality being given (pursuant to Article 9.01); or

(ii) upon the commencement or happening of any occurrence connected with insolvency, bankruptcy, dissolution or liquidation of the Association.

(b) Either party shall have the right to immediately terminate this Agreement at any time by notice in writing to the other party, if the other party shall commit a material breach of any of the obligations on its part to be performed or observed herein and fails as follows:

(i) where a remedy is possible within thirty (30) days, to remedy the breach within thirty (30) days of being required to do so by the first party; or

(ii) where a remedy is not reasonably possible within thirty (30) days, to propose a plan within thirty (30) days which is reasonably capable of providing a remedy and to diligently and continually execute the plan to remedy the breach.

(c) in the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure (pursuant to Article 8.01), then either party shall notify the other in writing and the Municipality shall either:

(i) terminate this Agreement forthwith and without any further payments being made; or

(ii) authorize the Association to continue the performance of the Agreement with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Agreement shall be terminated.

d) The termination of this Agreement (howsoever occasioned) shall be without prejudice to any rights or obligations which shall have accrued prior to such termination and shall not destroy or diminish the binding force or effect of any of the provisions of

this Agreement which are expressly or by implication provided to come into force after such termination.

e) Neither party shall be liable to the other for any compensation, loss or damage arising from termination of this Agreement provided such termination is reasonable.

## ARTICLE V - COVENANTS

### INSURANCE

5.01 The Association shall take out and keep in force a comprehensive policy of public liability and property damage insurance providing insurance coverage in respect of any one accident to the limit of at least two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss or damage to property and such policy shall name the Municipality as an additional insured thereunder and shall protect the Municipality against all claims for damage or injury including death of any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Association and the Association shall forward a certified copy of the policy or certificate thereof, as the Municipality may direct.

### MOTOR VEHICLE INSURANCE

5.02 The Association shall take out and keep in force an automobile and truck policy of insurance for public liability and property damage providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and costs, against loss or damage arising in any way out of the operation by the Association, of any motor vehicle owned or operated by the Association and shall fully protect the Municipality against all claims for all damage or injury including death of any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of the operation of any motor vehicle as aforesaid by the Association and the Association shall forward a certified copy of the policy or certificate thereof as the Municipality may direct.

### INDEMNITY

5.03 The Association shall indemnify and save harmless the Municipality from all losses, damages, expenses, action, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any act, failure, neglect or refusal by the Association to comply with the Agreement, or arising out of the performance or nonperformance of the employees, servants, agents, of the Association, except that the Association shall not be liable where such failure, or neglect arises from the negligence of the Municipality and its employees or representatives.

### LAWS AND REGULATIONS

5.04 The Association shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the term of this Agreement.

All Federal, Provincial, and Local Laws and Regulations, as well as Policies established by the Municipality to govern operations of waste management, now or subsequently enacted, shall become a part of this contract and be complied with in the performance of all parts of the work. The Association shall enforce provisions of policies established by the Municipality, where such policies provide for such enforcement.

The Association shall be, or shall become, familiar with all such laws regulations and policies which in any manner affect those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof.

#### ARTICLE VI - COVENANTS

6.01 The Municipality covenants with the Association to pay all expenses hereby reserved in the manner herein provided.

6.02 The Municipality covenants with the Association to remain a full active member of the Association in good standing for the term of this agreement. The Municipality agrees to pay its respective share of the recycling costs, based on its applicable share count in the Association (presently 1233.32) and posted operating share cost in effect at the time of billing, or other cost distribution in effect.

#### ARTICLE VII - NOTICES

7.01 All notices or other documents required or which may be given under this agreement shall be in writing, duly signed by the party giving notice and delivered or transmitted by registered mail addressed as follows:

Association: Bluewater Recycling Association  
P.O. Box 547  
Huron Park, ON  
N0M 1Y0

Municipality: Municipality of Brooke-Alvinston  
P.O. Box 28  
Alvinston, ON  
N0N 1A0

Any notice or document so given shall, unless hand delivered, be deemed to have

been received on the second business day following the date of mailing, if sent by registered mail. In the event of interruption of the postal system by labor strike, such notice shall be hand delivered. Any party may from time to time by notice given as provided above change its address for service of notices.

#### ARTICLE VIII - FORCE MAJEURE

8.01 Delays in or failure in the performance of either party under the Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to strike, lockout, decrees of government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents. Lack of finances, or delay or failure arising out of the nature of the work to be done or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of either party under this Agreement, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.

#### ARTICLE IX - ASSIGNING

9.01 (a) The Association will not assign, set over, transfer or sub-agreement, encumber or in any way deal with or part with the whole or any part of the agreement to anyone, for or during the whole or any part of the term, without written consent first being obtained from the Municipality, but such consent shall not be unreasonably withheld.

(b) Provided however, it is made a condition to the giving of such consent that:

(i) the proposed assignee of this Agreement shall agree with the Municipality in writing to assume and perform all of the terms, covenants, conditions and agreements by this Agreement imposed upon the Association herein in a form to be provided by the solicitor for the Municipality; and

(ii) in the event of an assignment consented to by the Municipality, the Association shall nonetheless remain responsible to the Municipality for the fulfillment of all obligations created by this Agreement.

#### ARTICLE X - ARBITRATION

10.01 (a) All matter in difference in relation to this Agreement shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration.

(b) Each of the parties hereto will equally share the expenses of the arbitrator(s).

(c) The arbitrator(s) shall not have the right to alter or change any provisions in this Agreement, or substitute any new provision in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement.

(d) The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective proper officers duly authorized in that behalf.

BLUEWATER RECYCLING ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

By: \_\_\_\_\_

By: \_\_\_\_\_



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Use of Trailer-Accommodation  
**Meeting:** Council - 13 Aug 2020  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Council authorize the use of a travel trailer for accommodation for 10 months as temporary living accommodations while a house is rebuilt at 4734 Nauvoo Road; and that a cash deposit and temporary use agreement be made with the owner for this arrangement.**

### Background:

Mr. Doucet lost his home to fire in 2019. He has requested the use of a travel trailer (Mobile Unit) as a temporary living quarters while he rebuilds a home. In accordance with the Municipal Zoning By-law, travel trailers are not permitted to live in long term.

### Comments:

Mr. Doucet plans to move a modular home onto or near the foundation of the existing burnt home. A demolition permit has been obtained. He expects the construction to begin May 2021. In addition, there are numerous fire safety requirements that should be adhered to. (see attached)

### Financial Considerations:

A security deposit of \$500 should be obtained and then refunded once compliance is met. This fee is similar to the fee imposed while owners live in their old home while a new home is constructed.

### ATTACHMENTS:

[Letter from G. Doucet](#)  
[RV fire safety REV1](#)



# Brooke-Alvinston Council

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Tue.aug. 04 2020

To whom it may concern

My name is Georges Doucet I live at 4734 Nauvoo rd Watford this is the second letter I have written I guess the first one had too much info and in an effort to keep what has been going on quiet I have been instructed that I must write a letter containing only

A) The date the remains of the burnt house will be removed?

It will be before Oct 23 2020

B) The date the construction will begin and be completed by?

The plan is to start construction mid May 2021 weather permits and ending Nov 2021

Now considering this letter is to ask for permission to stay in my 4 seasons house trailer well I re-build my home may I live in my house trailer well I re-build my home ?

If there are any other Questions please do not hesitate to call me at 519-671-4859

Yours truly Georges Doucet

GEORGES



## **Fire Safety Requirements – Recreational Vehicles / Travel Trailers / Mobile Homes**

All detection devices must be rated for recreational vehicle use

### **Smoke Alarms**

Each recreational vehicle must be equipped with at least one battery operated smoke alarm listed for use in a recreational vehicle and conforming to CAN/ULC S531 – Standard for Smoke Alarms (Underwriters' Laboratories of Canada). The smoke alarm must be installed according to the requirements of CAN/CSA S531 Section 5.4.2 Warning Labels and mounted within the living or cooking area.

### **Propane Gas Detectors**

All propane gas appliance equipped recreational vehicles must have a propane gas detector installed and approved for use in recreational vehicles, conforming to either CSA B149.2-08 – Propane Code or UL Standard 1484, the Standard of Safety for Residential Gas Detectors. Propane gas is heavier than air, thus the detector must be installed close to the floor. A smoke detector or carbon monoxide detector will not detect/alarm a propane gas leak.

### **Carbon Monoxide Detectors**

A carbon monoxide detector approved for use in recreational vehicles and conforming to CAN/CSA 6.19 - residential carbon monoxide alarming devices must be properly installed in all recreational vehicles with fuel fired appliances (ex: range, furnace, hot water tank , etc.). Unit must be parked in a well-ventilated area, avoiding obstructions that may prevent exhaust gases from dissipating.

### **Portable Fire Extinguishers**

Must conform to CAN/ULC standard. Fuel burning appliance-equipped recreational vehicles must have a portable fire extinguisher conforming to CAN/ULC S504 - Standard for Dry Chemical Fire Extinguishers standards with a minimum rating of 5 B:C, except for motor homes where the minimum rating must be 10 B:C.

The fire extinguisher must be in a readily accessible position within 600 mm (24 inches) from the main entrance and away from potential fire hazards. Fire extinguishers must be re-qualified or replaced every 10 years.

### **Electrical**

Shore power cords are rated 15 amps through 50 amps depending on the amperage draw of the RV, must be a minimum of six metres in length from the outlet and free of visible signs of deterioration (overheating, cuts, cracks, etc.) or modifications to the cord ends. . All 120 equipment, electrical hardware and consumer electronics must be CSA approved for use and must also be equipped with ground fault circuit interrupter (GFCI) devices on exterior duplex receptacles and on interior receptacles within one metre of a sink, tub, etc.

For a long-term connection proper installation and inspection by a licensed electrician is required.

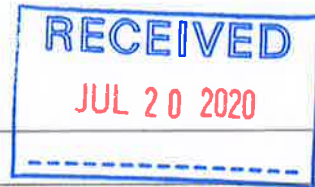
**Propane**

All equipment must be Canadian Standards Association (CSA) approved be certified and installed compliant to the Technical Standards and Safety Act, 2000, Ontario Regulation 211/01 Propane Storage and Handling. When used properly, propane or liquefied petroleum (LP) is a safe, efficient and economical source of fuel. In recreational vehicles, appliances such as ranges, ovens, furnaces, water heaters and refrigerators can operate on LP. Portable propane cylinders bear a Transport Canada (TC) number and date, must be recertified after 10 years, and must be replaced if there are signs of damage such as dents or excessive rust.

Gas hoses must be pliable, free from cracks and cuts, and show no other signs of damage, regulators must be properly mounted and have a cover for protection from weather.

All permanently mounted propane tanks must have a Canadian Registration Number (CRN). There is a five-year recertification requirement on these tanks. The CRN must be legible on the tank and have no visible defects (dents, excessive rust, etc.). Tanks with visible signs of defects must be replaced. Propane tanks have a five-year recertification requirement date while portable propane cylinders have a 10-year recertification requirement as per CSA B149.2-08 – Propane Code.

For a long-term connection proper installation and inspection of all propane appliances by a licensed technician is required.



July 20<sup>th</sup>/2020

Brooke-Alvinston Council

I would like to ask the Council  
to remove my lots 6550 + 6552  
from the plan of subdivision by  
creating a deeming by law.  
This would allow me to join  
the lots and build a home.

Thank You.

Budgy Cooper.



## MEMO

Date: August 5, 2020

To: Janet Denkers, Clerk Administrator

From: Rob Nesbitt, Planner

Re: Proposed deeming by-law - 6550 and 6552 James Street  
(Lots 17 and 18, Plan 5)

The Municipality has received a request from the owner of Lots 17 and 18 in Registered Plan of Subdivision 5 to deem the lots. Lot 18 (6552 James street) was occupied by a single-family dwelling which burnt and now only a foundation remains. Lot 17 (6550 James Street) is vacant. It is our understanding that the owner of this property is asking to have the lots merged so a new and larger single-family dwelling can be built. We offer the following comments:

A “deeming by-Law” removes lands (lots or blocks) from a registered plan of subdivision, provided the plan of subdivision has been registered for more than 8 years. Plan 5 has been registered for more than 8 years. A deeming by-law can remove all of the lots or blocks of land within a registered plan, or only some of the lots or blocks within a plan of subdivision.

The effect of a deeming by-law is to merge two or more lots or blocks of lands within a plan of subdivision into one legally conveyable lot, under common ownership. Beverly Cooper owns Lots 17 and 18 in Plan 5.

Deeming by-laws are typically used to merge lots in older plans of subdivision, often due to the fact that they no longer meet current zoning standards. In other cases a deeming by-law may be needed to allow reasonable development, which would otherwise be difficult to achieve due to zoning regulations, undersized lots, and physical constraints.

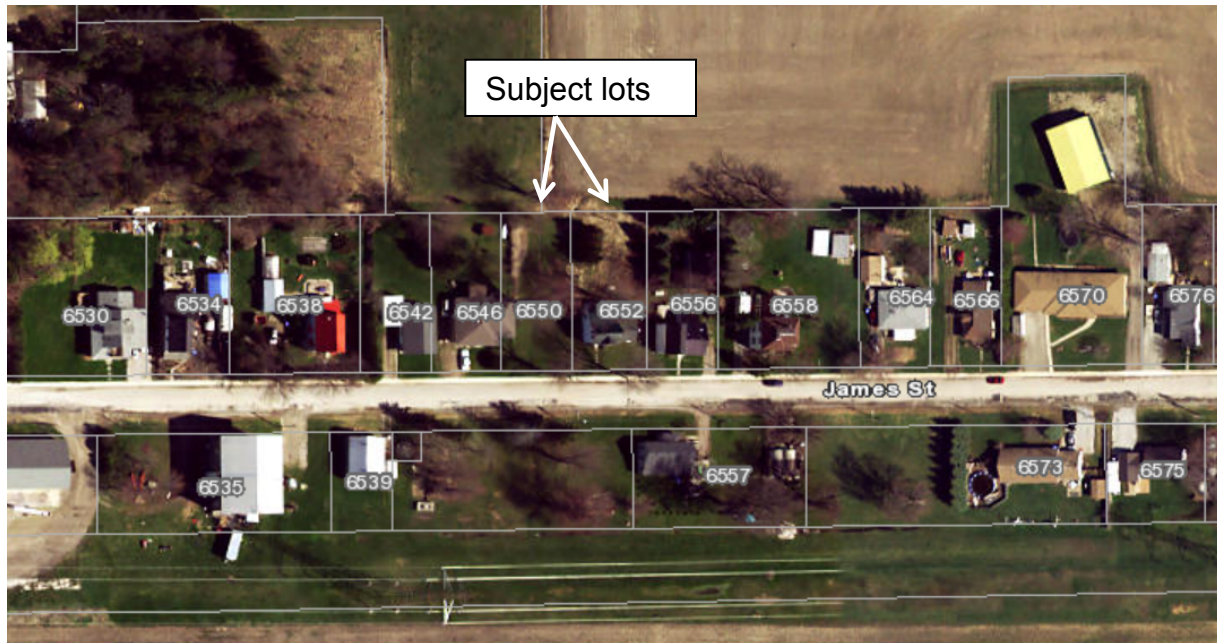
We generally prefer that lots in a registered plan of subdivision be kept in separate ownership and developed for one dwelling each. A plan of subdivision helps ensure orderly and efficient use of land. The unnecessary merging of lots would be counter to these objectives.

The following graphic shows the existing lots along James Street. The lots on the north side of James Street vary greatly in size. Many of the lots are 60 feet wide and 8,010 square feet in size. Several lots are 120 feet wide and 16,020 square feet in size (i.e. 6538 and 6558 James Street), and 6530 James Street is 128 feet wide and 17,280 square feet in size. Merging Lots 8 and 9 will result in a lot that is 120 feet wide and 16,020 square feet in area. We would be concerned if merging Lots 8 and 9 resulted in a lot and

dwelling that are out of character with homes and lots in the area, the fact that the subject property would be the same size as other lots on the north side of James Street will help to alleviate some of this concern.

Additionally, one of the lots directly opposite the subject property is 147 feet wide and the other lot is 171 feet wide.

We are not opposed to the owner's request to have Lots 17 and 18 in Registered Plan of



Subdivision 5 deemed. However, the owner is advised that situating a dwelling towards the centre of the merged lots would provide the greatest compatibility with neighbouring properties.

A copy of the deeming by-law is attached for Council's consideration.

Rob Nesbitt, MCIP RPP  
Senior Planner



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Surface Treatment Quote  
**Meeting:** Council - 13 Aug 2020  
**Department:** Public Works  
**Staff Contact:** Randy Hills, Public Works Manager

### **Recommendation:**

**That the Council of the Municipality authorize the Negotiated Method for the awarding of single surface treating in 2020 at the quoted price of \$3.25 / m<sup>2</sup> as the Municipality has worked well in the past with Lloyd's Paving and are satisfied with the pricing.**

### **Background:**

The Municipal tar and chip projects for 2020 involve Petrolia Line and various spray patching areas.

### **Comments:**

Lloyd's Paving has quoted the 2020 single surface treatment to be applied to the designated areas on Petrolia Line and several spray patches around the Municipality.

### **Financial Considerations:**

The 2020 Budget for tar and chip was estimated from the 2018 prices. Lloyd's Paving has approached the Municipality and has agreed to offer their 2018 price of \$3.25/m<sup>2</sup> for the Municipal projects in 2020. By accepting this pricing, there shouldn't be any overages in the budget.





## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Arena Dressing Room Light & Lobby Retrofit  
**Meeting:** Council - 13 Aug 2020  
**Department:** Public Works  
**Staff Contact:** Randy Hills, Public Works Manager

### Recommendation:

**That Gerber Electric be awarded the Arena Dressing Room Light & Lobby Retrofit contract.**

### Background:

Tenders were sent out and received for the Arena Dressing Room Light & Lobby Retrofit. A review of the received tenders was done by a third party. (see attached)

### Comments:

The results were:

Gerber Electric: \$11,495.00 + HST

Roberts Power Control: \$14,900.00 + HST

The work is expected to be completed in 2020/

### Financial Considerations:

The estimated energy savings will offset the overage.

### ATTACHMENTS:

[addendum # 1 -Arena lights C](#)

[Analysis B](#)



**ARENA DRESSING ROOM LIGHT & LOBBY RETROFIT Addendum**

Break down of rooms with kinds and quantities of lights

Replace to

Entrance 6 of 4 ft 2 bulb

6 - 4 ft double bulb

Office 3 of 4 ft 2 bulb

3- 4ft double bulb

Ladies Washroom 3 of 4ft 2 bulb

3- 4ft double bulb

Men's washroom 2 of 4ft 2 bulb

2-4ft double bulb

Lobby 14 of 4 ft 2 bulb

14- 4 ft double bulb

Canteen 6 of 4ft 2 bulb 1 A19 bulb

6-4ft double bulb and 1 bulb led

Skate sharpening room 1 of 4ft 2 bulb

1-4 ft double bulb

Music room 1 of A19 bulb

1-LED bulb

Dressing room hallway 5 of 4ft single bulb

5- 4ft single bulb, bulbs either stick resistant or new cages, lights motion off and on

Compressor room 3 of A19 bulb 1 Metal halide

Improve Lighting

Scrubber room 1 of 4ft 2 bulb

1-4ft double bulb

Dressing room #1 4 of 4ft single bulb and 1 A19

4 -4ft single bulb in dressing room that are stick resistant or new cages and a single 4ft strip water resistant in shower; motion activated

Dressing room #2 4 of 4 ft single bulb and 1 A19

4-4ft single bulb in dressing room that are stick resistant or new cages and a single 4ft strip water resistant in shower; motion activated

Dressing room #3 4 of 4ft single bulb and 1 A19

4-4ft single bulb in dressing room that are stick resistant or new cages and a single 4ft strip water resistant in shower; motion activated

Dressing room #4 6 of 4ft single bulb and 1 A19

4-4ft single bulb in dressing room that are stick resistant or new cages, 2 4ft single strip water resistant in shower and 1 single strip in washroom; motion activated

Janitor room 1 A19 bulb

1-4ft single bulb

**NOTES:**

“single bulb” = a 4ft LED strip fixture that produces light output equivalent to or better than existing 1-bulb T8 lighting and uses  $\leq 20W$

“double bulb” = a 4ft LED strip fixture that produces light output equivalent to or better than existing 2-bulb T8 lighting and uses  $\leq 30W$

-Lights in showers have to be water resistant strip lights

- #4 dressing room has to have 2 4 ft single strip water resistant.

-replace all auto on/off motion sensors presently installed in lobby and in lobby washrooms and add new ones for dressing rooms and hallway

Estimated aggregate electricity cost (\$/kWh) \$ 0.150

Assumed average operating hours/yr 1500

GERBER

		Base case			
	# of fixtures	Watts/fixture	Est kWh/yr		Est \$/yr electricity cost
compressor room	"single bulb"	22	28.16	929	\$ 139
	"double bulb"	36	58	3132	\$ 470
	23W CFL	8	23	276	\$ 41
	175W Pulse Start MH	1	254	381	\$ 57
	Highbay + 2 x 23W CFL				
				4337	\$ <b>707.74</b>

Roberts Power Control

		Base case			
	# of fixtures	Watts/fixture	Est kWh/yr		Est \$/yr electricity cost
compressor room	"single bulb"	22	28.16	929	\$ 139
	"double bulb"	36	58	3132	\$ 470
	23W CFL	8	23	276	\$ 41
	175W Pulse Start MH	1	254	381	\$ 57
	Highbay + 2 x 23W CFL				
				4337	\$ <b>707.74</b>

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**Efficient Case - Gerber Option 2 (\$11,495)**

	# of fixtures	Watts/fixture	Est kWh/yr	Est \$/yr electricity cost
Premise CS3-4202-3	18	20	540	\$ 81
Sylvania STRIP1A/032UNVD850/48S/WH	36	32	1728	\$ 259
Premise CS3-4202-3	7	20	210	\$ 32
12239 lm, Premise HBX 1-1004-1	1	100	150	\$ 23
			2478	\$ 394.20

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**Efficient Case - Roberts Power Control (\$14,900)**

	# of fixtures	Watts/fixture	Est kWh/yr	Est \$/yr electricity cost
2805 lumens PremiseCS3-4205-3	18	20	540	\$ 81
4550 lumens Premise CS3-4355-3	35	32.92	1728.3	\$ 259
2805 lumens PremiseCS3-4205-3	7	32.92	345.66	\$ 52
8ft 1631 lumens Premise CS3-8905-3	1	90	135	\$ 20
			2614	\$ 412.34

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Estimated save ON energy incentive

\$ 2,220.00

Estimated electricity savings (\$/yr)

**\$ 313.54**

Estimated save ON energy incentive

\$ 2,120.00

Estimated electricity savings (\$/yr)

**\$ 295.40**



## Council Staff Report

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**To:** Mayor Ferguson and Members of Council  
**Subject:** Accounts Payable Listing - July 2020  
**Meeting:** Council - 13 Aug 2020  
**Department:** Treasury  
**Staff Contact:** Stephen Ikert, Treasurer

### **Recommendation:**

**That Council Receive and File the Accounts Payable Listing for July 2020.**

### **Background:**

The Accounts Payable Listing is provided for information purposes only. Any questions should be directed to the treasurer or appropriate department head. In most cases the goods or services have already been provided and the Municipality is already legally obligated to make the payment(s) with a preference to pay on time to avoid late payment charges.

### **ATTACHMENTS:**

[Posted Accounts Payable List - July 2020](#)

## Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
<b>ASSETS &amp; LIABILITIES</b>					
01-0000-0020	003338 MORGAN LOOSEMORE	07-2020 REFUND ON BOOKING	07-15-20	07-15-20	133.00
01-0000-0020	003325 KYLE CADMAN	07-2020 BOOKING CANCELLED-COVID 19	07-29-20	07-29-20	796.96
			Account Total		929.96
01-0000-0498	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	JULY2020 SUNLIFE BENEFITS	07-01-20	07-01-20	4.34
01-0000-0629	000293 MARY BRYANS	07-2020 REFUND ON DEPOSIT-UPPER HALL	07-29-20	07-29-20	75.00
01-0000-0629	003235 TIM LEHRBASS	07-2020 REFUND DAMAGE DEPOSIT	07-29-20	07-29-20	75.00
01-0000-0629	003340 EK VITALITY	07-2020 REFUND ON DAMAGE DEPOSIT	07-29-20	07-29-20	75.00
			Account Total		225.00
01-0000-2420	002850 D & B FLUSHING LTD.	JULY2020 REFUND ON WATER TOWER KEY B1	07-14-20	07-14-20	25.00
01-0000-2426	000185 DON MCGUGAN	0720 FOOD BANK PURCHASES	07-14-20	07-14-20	512.48
			Department Total		1,696.78
<b>LICENCES, PERMITS, RENTS</b>					
01-0050-1435	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	-425.00
			Department Total		-425.00
<b>GOVERNANCE</b>					
01-0240-7303	002598 DAVID FERGUSON	07-2020 PHONE EXPENSES	07-29-20	07-29-20	60.00
01-0240-7398	000279 BMO BANK OF MONTREAL	8180-0720 ZOOM MEETINGS	07-13-20	07-13-20	22.60
01-0240-7398	000279 BMO BANK OF MONTREAL	8180-0820 ZOOM MEETING	07-31-20	07-31-20	22.60
			Account Total		45.20
01-0240-7399	002734 THE INDEPENDENT	10903 GRADE 8 SPONSOR AD	07-14-20	07-14-20	56.50
01-0240-7399	000279 BMO BANK OF MONTREAL	4621-0720 COVID CONTEST	07-13-20	07-13-20	55.00
01-0240-7399	000279 BMO BANK OF MONTREAL	4621-0820 SENIOR OF THE YEAR	07-31-20	07-31-20	8.87
			Account Total		120.37

## Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Department Total					225.57
<b>COUNCIL SUPPORT</b>					
01-0241-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	JULY2020 SUNLIFE BENEFITS	07-01-20	07-01-20	735.23
01-0241-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	61.10
01-0241-7350	002572 JANET DENKERS	JULY2020 TRAVEL	07-31-20	07-31-20	63.50
Department Total					859.83
<b>CORPORATE MANAGEMENT</b>					
01-0250-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	JULY2020 SUNLIFE BENEFITS	07-01-20	07-01-20	1,058.80
01-0250-7301	000165 MANLEY'S BASICS	1086406 OFFICE SUPPLIES	07-21-20	07-21-20	169.49
01-0250-7301	000165 MANLEY'S BASICS	1086984 OFFICE SUPPLIES	07-31-20	07-31-20	154.88
01-0250-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	293905 WATER	07-27-20	07-27-20	11.07
01-0250-7301	000279 BMO BANK OF MONTREAL	4621-0720 OFFICE SUPPLIES	07-13-20	07-13-20	49.65
01-0250-7301	000279 BMO BANK OF MONTREAL	8180-0820 OFFICE SUPPLIES	07-31-20	07-31-20	403.36
01-0250-7301	002572 JANET DENKERS	JULY2020 OFFICE SUPPLIES	07-31-20	07-31-20	29.36
Account Total					817.81
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	104.29
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	247.88
Account Total					352.17
01-0250-7304	002187 INTEGRATED DIGITAL SOLUTIONS	AR282004 PHOTOCOPIER MAINTENANCE	07-14-20	07-14-20	57.71
01-0250-7305	003217 MUN OF BROOKE-ALVINSTON - EFT	TR225631 OFFICE POSTAGE	07-23-20	07-23-20	1,430.58
01-0250-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAP	067125 WATER & SEWER	07-14-20	07-14-20	162.00
01-0250-7306	003032 WATER ISLAND CANADA INC.	07221 WATER	07-14-20	07-14-20	14.00



## Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0250-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751264 ELECTRICITY CHARGES	07-23-20	07-23-20	357.27
		Account Total			533.27
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	17574 IT LICENCING & SUPPORT	07-13-20	07-13-20	455.33
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	17633 IT SUPPORT	07-31-20	07-31-20	67.80
01-0250-7310	003264 REDCHAIR	3375 WEBSITE HOSTING	07-13-20	07-13-20	169.50
		Account Total			692.63
01-0250-7325	000279 BMO BANK OF MONTREAL	8180-0720 MFOA CONFERENCE	07-13-20	07-13-20	452.00
01-0250-7340	002566 THYSSENKRUPP ELEVATOR LTD.	1000054395 TSSA ELEVATOR TESTING	07-29-20	07-29-20	3,955.00
01-0250-7340	000170 HAYTER PLUMBING & HEATING LTD	1195913-13083 MAINTENANCE	07-15-20	07-15-20	447.48
01-0250-7340	000170 HAYTER PLUMBING & HEATING LTD	191579-12195 AIR CONDITIONER REPAIR	07-15-20	07-15-20	203.34
01-0250-7340	000170 HAYTER PLUMBING & HEATING LTD	195913-13083 MAINTENANCE	07-15-20	07-15-20	335.61
01-0250-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	64946 PIANT	07-15-20	07-15-20	28.24
01-0250-7340	003219 FASTSIGNS	684-55797 SNEEZE GUARD	07-15-20	07-15-20	245.16
01-0250-7340	000036 VIVIAN UNIFORM RENTAL LTD.	90951 MATS	07-10-20	07-10-20	38.99
01-0250-7340	000036 VIVIAN UNIFORM RENTAL LTD.	90967 MATS	07-10-20	07-10-20	42.38
		Account Total			5,296.20
01-0250-7405	000195 KATHRYN SMITH	496760 OFFICE CLEANING	07-31-20	07-31-20	250.00
		Department Total			10,941.17
<b><u>FIRE SERVICES</u></b>					
01-0410-7116	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	JULY2020 SUNLIFE BENEFITS	07-01-20	07-01-20	265.26
01-0410-7150	000279 BMO BANK OF MONTREAL	4621-0720 FIRE CHIEF INTERVIEWS	07-13-20	07-13-20	88.51
01-0410-7150	000279 BMO BANK OF MONTREAL	4621-0820 GIFT CARD	07-31-20	07-31-20	25.00
01-0410-7150	003339 DENNIS GANNON	BA-20-01 FIRE EFFICIENCY REVIEW	07-27-20	07-27-20	7,089.26

### Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Account Total					7,202.77
01-0410-7350	003040 JEFF MCARTHUR	07-2020 MILEAGE	07-23-20	07-23-20	253.06
Department Total					7,721.09
<b><u>FIRE STATION - ALVINSTON</u></b>					
01-0411-7125	000021 M & L SUPPLY	003306 COVID 19-PPE	07-23-20	07-23-20	498.70
01-0411-7125	000279 BMO BANK OF MONTREAL	8180-0720 COVID MASKS	07-13-20	07-13-20	150.67
Account Total					649.37
01-0411-7150	000279 BMO BANK OF MONTREAL	8180-0720 ZOOM MEETINGS	07-13-20	07-13-20	61.77
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	71.25
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	60.66
Account Total					131.91
01-0411-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	067038 WATER & SEWER	07-14-20	07-14-20	162.00
01-0411-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751260 ELECTRICITY CHARGES	07-23-20	07-23-20	177.53
01-0411-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751261 ELECTRICITY CHARGES	07-23-20	07-23-20	8.17
Account Total					347.70
01-0411-7340	002250 CPE SERVICES	14354 AFS LIGHTING REPAIRS	07-23-20	07-23-20	1,002.88
01-0411-7340	000170 HAYTER PLUMBING & HEATING LTD	192664-12312 MAINTENANCE	07-15-20	07-15-20	201.14
Account Total					1,204.02
01-0411-7351	000279 BMO BANK OF MONTREAL	8180-0820 ZOOM MEETINGS	07-31-20	07-31-20	22.60
01-0411-7371	002892 SANI GEAR INC.	5061 PPE CLEANING	07-31-20	07-31-20	405.45
01-0411-7371	003217 MUN OF BROOKE-ALVINSTON - EFT	TR225541 GEAR SHIPPING	07-23-20	07-23-20	25.24
Account Total					430.69
01-0411-7372	000214 KARL'S TRUCK SERVICE	W69624 R1 MTO ANNUAL	07-23-20	07-23-20	3,652.78

## Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0411-7372	000214 KARL'S TRUCK SERVICE	W69630 T4 MTO ANNUAL	07-23-20	07-23-20	723.71
Account Total					4,376.49
Department Total					7,224.55
<b><u>FIRE STATION - INWOOD</u></b>					
01-0412-7125	000021 M & L SUPPLY	003306 COVID 19-PPE	07-23-20	07-23-20	249.35
01-0412-7125	000279 BMO BANK OF MONTREAL	8180-0720 COVID MASKS	07-13-20	07-13-20	75.33
Account Total					324.68
01-0412-7150	000279 BMO BANK OF MONTREAL	8180-0720 ZOOM MEETINGS	07-13-20	07-13-20	30.89
01-0412-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	47.50
01-0412-7371	003217 MUN OF BROOKE-ALVINSTON - EFT	TR225541 GEAR SHIPPING	07-23-20	07-23-20	12.62
Department Total					415.69
<b><u>POLICE</u></b>					
01-0420-7460	000055 LAMBTON GROUP POLICE SERVICES BOARD	2080 MONTHLY POLICING	07-14-20	07-14-20	34,018.84
Department Total					34,018.84
<b><u>PROTECTIVE INSPECTION &amp; CONTROL</u></b>					
01-0440-7420	003317 PICKFIELD LAW PROFESSIONAL CORPORATI	10126 NFPPB-FERTILIZER STORAGE	07-21-20	07-21-20	158.20
01-0440-7470	002223 COUNTY OF LAMBTON	33580 BUILDING INSPECTIONS	07-15-20	07-15-20	3,477.50
01-0440-7470	002223 COUNTY OF LAMBTON	33580 BUILDING INSPECTIONS	07-15-20	07-15-20	368.79
Account Total					3,846.29
01-0440-7472	000175 VICKI KYLE	0720 ANIMAL CONTROL SERVICES	07-14-20	07-14-20	885.72
01-0440-7472	000175 VICKI KYLE	AUG2020 ANIMAL CONTROL SERVICES	07-31-20	07-31-20	885.72
Account Total					1,771.44
01-0440-7475	003217 MUN OF BROOKE-ALVINSTON - EFT	TR226052 REGISTERED LETTER	07-31-20	07-31-20	12.23

# Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0440-7476	002223 COUNTY OF LAMBTON	33581 PROPERTY STANDARDS	07-15-20	07-15-20	1,365.00
01-0440-7476	002223 COUNTY OF LAMBTON	33581 PROPERTY STANDARDS	07-15-20	07-15-20	206.34
01-0440-7476	002223 COUNTY OF LAMBTON	33582 PROPERTY STANDARDS	07-15-20	07-15-20	29.46
Account Total					1,600.80
Department Total					7,388.96

**EMERGENCY MEASURES**

01-0450-7301	002223 COUNTY OF LAMBTON	33637 911 SIGN	07-29-20	07-29-20	14.50
Department Total					14.50

**RUP - GRAVEL PATCH**

01-0516-7301	002903 SCHOUTEN EXCAVATING INC.	169 CRUSHING CONCRETE	07-31-20	07-31-20	20,417.97
Department Total					20,417.97

**RB/C - CULVERT R & M**

01-0531-7301	003063 ACE COUNTRY & GARDEN / 1040721 ONTARIO	145748 POSTS	07-15-20	07-15-20	1,323.23
Department Total					1,323.23

**RT&M - BRUSHING/TREE REMOVAL**

01-0547-7401	003298 SUMMIT TREE SERVICE INC.	1698 TREE TRIMMING	07-15-20	07-15-20	11,127.68
Department Total					11,127.68

**RT&M - LITTER/GARBAGE PICKUP**

01-0549-7401	000066 WASTE MANAGEMENT OF CANADA CORP.	0385064-0676-8 BIN RENTAL	07-31-20	07-31-20	108.32
01-0549-7401	000066 WASTE MANAGEMENT OF CANADA CORP.	038904-0676-7 BIN RENTAL	07-15-20	07-15-20	107.51
Account Total					215.83
Department Total					215.83

**RT&M - SIGNS**

01-0550-7301	000048 WATFORD HOME HARDWARE / CARIS HARDWARE	61440 LAGS	07-15-20	07-15-20	13.76
Department Total					13.76

**RT&M - INTERSECTION LIGHTING**

01-0551-7306	000014 HYDRO ONE NETWORKS INC.	2620 4674-0720 HYDRO	07-13-20	07-13-20	17.90
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# Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Department Total					17.90
<b>RT&amp;M - DRAINAGE</b>					
01-0554-7301	000101 B.M. ROSS AND ASSOCIATES LIMITED	18786 FINAL ENGINEER - OLD WALNUT	07-15-20	07-15-20	428.27
Department Total					428.27
<b>OVERHEAD</b>					
01-0560-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	JULY2020 SUNLIFE BENEFITS	07-01-20	07-01-20	2,349.85
01-0560-7125	000036 VIVIAN UNIFORM RENTAL LTD.	90965 COVERALLS	07-15-20	07-15-20	163.29
01-0560-7125	000279 BMO BANK OF MONTREAL	9819-0720 BMO MASTERCARD	07-15-20	07-15-20	1,704.38
Account Total					1,867.67
01-0560-7150	000100 MCNAUGHTON HOME HARDWARE CENTRE	292158 BLADE, HAND SANITIZER	07-15-20	07-15-20	205.67
01-0560-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	290542 REFILL WATER	07-15-20	07-15-20	14.76
01-0560-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	275.32
01-0560-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	120.27
Account Total					395.59
01-0560-7304	000170 HAYTER PLUMBING & HEATING LTD	191721-12152 MAINTENANCE	07-15-20	07-15-20	111.87
01-0560-7304	000170 HAYTER PLUMBING & HEATING LTD	194817 4 INCH ABS	07-15-20	07-15-20	101.02
01-0560-7304	003184 INVENTORY EXPRESS INC.	20-30029 GREASE	07-15-20	07-15-20	56.48
01-0560-7304	000065 WANSTEAD FARMERS CO-OP CO. LTD.	200006213 GRASS	07-31-20	07-31-20	168.09
01-0560-7304	000048 WATFORD HOME HARDWARE / CARIS HARDV	353291 TAPE, CONDUIT	07-15-20	07-15-20	61.53
01-0560-7304	000168 WATFORD AUTO PARTS	5329-200416 FILTERS, TOOLS	07-31-20	07-31-20	162.29
01-0560-7304	000048 WATFORD HOME HARDWARE / CARIS HARDV	64597 BRUSHES, PAINT	07-15-20	07-15-20	29.91
Account Total					691.19
01-0560-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	066789 WATER	07-14-20	07-14-20	93.00

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01-0560-7306	003032 WATER ISLAND CANADA INC.	07221 WATER	07-14-20	07-14-20	8.00
01-0560-7306	000014 HYDRO ONE NETWORKS INC.	2206-0720 HYDRO	07-31-20	07-31-20	538.79
01-0560-7306	000014 HYDRO ONE NETWORKS INC.	2287 6362-0720 HYDRO	07-31-20	07-31-20	157.45
01-0560-7306	000014 HYDRO ONE NETWORKS INC.	6362-0720 HYDRO	07-15-20	07-15-20	181.34
Account Total					978.58
01-0560-7310	002215 KEYSTONE TECHNOLOGIES LTD.	17552 IT SUPPORT	07-14-20	07-14-20	67.80
01-0560-7310	000131 BEARCOM CANADA CORP	5045580 GPS	07-15-20	07-15-20	305.10
Account Total					372.90
01-0560-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	130202 SHARKBITE	07-15-20	07-15-20	25.97
01-0560-7340	000170 HAYTER PLUMBING & HEATING LTD	197270-12457 MAINTENANCE	07-15-20	07-15-20	111.87
01-0560-7340	000112 NUTECH PEST SERVICES	9739 PEST CONTROL	07-15-20	07-15-20	47.46
Account Total					185.30
01-0560-7398	000074 MACKENZIE OIL LIMITED	0124261 FUEL	07-15-20	07-15-20	3,141.43
01-0560-7405	000195 KATHRYN SMITH	496760 OFFICE CLEANING	07-31-20	07-31-20	250.00
Department Total					10,452.94
<b>06 STERLING PSD</b>					
01-0601-7372	000168 WATFORD AUTO PARTS	5329-200416 FILTERS, TOOLS	07-31-20	07-31-20	10.36
Department Total					10.36
<b>11 INTERNATIONAL</b>					
01-0603-7372	002462 CARRIER TRUCK CENTERS INC.	08P830505 OIL COVER	07-15-20	07-15-20	140.91
01-0603-7372	000168 WATFORD AUTO PARTS	5329-200416 FILTERS, TOOLS	07-31-20	07-31-20	123.55
Account Total					264.46
Department Total					264.46
<b>97 CAT GRADER</b>					

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0610-7372	000078 J & M HEAVY EQUIPMENT REPAIR INC.	5439 CYLINDER BREAKDOWN	07-15-20	07-15-20	194.93
01-0610-7372	000078 J & M HEAVY EQUIPMENT REPAIR INC.	5516B CYLINDER REPAIR	07-31-20	07-31-20	387.16
Account Total					582.09
Department Total					582.09
<b>93 CAT GRADER</b>					
01-0611-7372	000078 J & M HEAVY EQUIPMENT REPAIR INC.	5510 CYLINDER REPAIR	07-31-20	07-31-20	506.09
Department Total					506.09
<b>17 FORD 4X4</b>					
01-0620-7372	000168 WATFORD AUTO PARTS	5329-200416 FILTERS, TOOLS	07-31-20	07-31-20	35.47
Department Total					35.47
<b>11 GMC PICKUP</b>					
01-0621-7370	000074 MACKENZIE OIL LIMITED	0124261 FUEL	07-15-20	07-15-20	406.12
01-0621-7372	000168 WATFORD AUTO PARTS	5329-200416 FILTERS, TOOLS	07-31-20	07-31-20	8.72
Department Total					414.84
<b>19 FORD 4x4 PICKUP</b>					
01-0622-7370	000074 MACKENZIE OIL LIMITED	0124261 FUEL	07-15-20	07-15-20	406.12
Department Total					406.12
<b>DEERE TRACTOR LOADER</b>					
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	189887 REPAIRS, PTO, COOLANT	07-15-20	07-15-20	1,463.52
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	192509 3 PT PITCH REPAIR	07-31-20	07-31-20	54.44
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	192582 FILTERS	07-15-20	07-15-20	208.37
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	194198 COUPLER	07-31-20	07-31-20	37.13
Account Total					1,763.46
Department Total					1,763.46
<b>CASE BACKHOE</b>					
01-0631-7372	000041 DELTA POWER EQUIPMENT	083002 COUPLER	07-31-20	07-31-20	80.80

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01-0631-7372	000078 J & M HEAVY EQUIPMENT REPAIR INC.	5504 CLEAN ROD	07-31-20	07-31-20	454.83
01-0631-7372	000068 KAL TIRE	873092210 TIRE REPAIR	07-31-20	07-31-20	64.91
01-0631-7372	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT40275 HOSE	07-15-20	07-15-20	238.32
01-0631-7372	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT42481 RETURN PARTS	07-15-20	07-15-20	-73.81
Account Total					765.05
Department Total					765.05
<b>SMALL ENGINE EQUIPMENT</b>					
01-0634-7372	000136 PODOLINSKY EQUIPMENT LTD	191025 WEED EATER PARTS	07-15-20	07-15-20	67.66
01-0634-7372	000136 PODOLINSKY EQUIPMENT LTD	192585 WEED EATER PARTS	07-15-20	07-15-20	60.43
Account Total					128.09
Department Total					128.09
<b>BUSHOG</b>					
01-0635-7372	003342 MELBOURNE FARM EQUIPMENT INC.	00081539 CAP	07-31-20	07-31-20	9.55
01-0635-7372	003342 MELBOURNE FARM EQUIPMENT INC.	00086811 BLADES, BOLTS	07-31-20	07-31-20	202.38
Account Total					211.93
Department Total					211.93
<b>STREET LIGHTING - ALVINSTON</b>					
01-0751-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004754290 ELECTRICITY CHARGES	07-23-20	07-23-20	739.34
Department Total					739.34
<b>STREET LIGHTING - INWOOD</b>					
01-0752-7306	000014 HYDRO ONE NETWORKS INC.	8282 6752-0720 HYDRO	07-13-20	07-13-20	521.04
Department Total					521.04
<b>SANITARY SEWER SYSTEM</b>					
01-0810-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	149.28
01-0810-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	200000352770 ELECTRICITY CHARGES	07-10-20	07-10-20	1,610.90
01-0810-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	200000354315 ELECTRICITY CHARGES	07-31-20	07-31-20	2,790.71



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01-0810-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751266 ELECTRICITY CHARGES	07-23-20	07-23-20	76.18
		Account Total			4,477.79
01-0810-7340	000170 HAYTER PLUMBING & HEATING LTD	192668-12235 MAINTENANCE	07-15-20	07-15-20	89.27
01-0810-7432	000034 CENTRAL SANITATION / 2696235 ONTARIO LIM	0000207723 SLUDGE REMOVAL	07-15-20	07-15-20	5,685.03
01-0810-7432	000034 CENTRAL SANITATION / 2696235 ONTARIO LIM	0000207767 SLUDGE REMOVAL	07-15-20	07-15-20	4,373.10
01-0810-7432	000047 CHEMTRADE CHEMICALS CANADA LTD	92926379 ALUMINUM SULPHATE	07-15-20	07-15-20	2,732.34
		Account Total			12,790.47
01-0810-7455	003240 ONTARIO CLEAN WATER AGENCY - PAP	INV00000002874 OPERATIONS CONTRACT	07-10-20	07-10-20	9,081.93
		Department Total			26,588.74
<b>INWOOD SEWER SYSTEM</b>					
01-0811-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	49.76
01-0811-7306	000002 ENBRIDGE GAS / UNION GAS	268-0619-0720 NATURAL GAS HEATING	07-21-20	07-21-20	25.43
01-0811-7306	000014 HYDRO ONE NETWORKS INC.	7692-0720 HYDRO	07-23-20	07-23-20	224.24
		Account Total			249.67
		Department Total			299.43
<b>WATERWORKS SYSTEM</b>					
01-0830-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	49.76
01-0830-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751263 ELECTRICITY CHARGES	07-23-20	07-23-20	101.20
01-0830-7306	000014 HYDRO ONE NETWORKS INC.	4856 6857-0620 HYDRO	07-14-20	07-14-20	35.15
01-0830-7306	000014 HYDRO ONE NETWORKS INC.	4865 6857-0720 HYDRO	07-31-20	07-31-20	34.69
		Account Total			171.04
01-0830-7312	000289 LAMBTON AREA WATER SUPPLY SYSTEM	914 WATER USAGE-JAN2020-MAR2020	07-31-20	07-31-20	21,421.72
01-0830-7312	000289 LAMBTON AREA WATER SUPPLY SYSTEM	915 WATER USAGE APRIL2020-JUNE2020	07-31-20	07-31-20	23,713.28
		Account Total			45,135.00

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01-0830-7432	003266 QMI-SAI CANADA LIMITED	IN308722 12 MONTH AUDIT DWQMS	07-31-20	07-31-20	874.28
01-0830-7455	003240 ONTARIO CLEAN WATER AGENCY - PAP	INV00000002874 OPERATIONS CONTRACT	07-10-20	07-10-20	8,094.28
Department Total					54,324.36
<b>WASTE COLLECTION</b>					
01-0840-7480	000026 BLUEWATER RECYCLING ASSOC.	25008 WASTE COLLECTION	07-15-20	07-15-20	6,169.73
Department Total					6,169.73
<b>RECYCLING</b>					
01-0860-7480	000026 BLUEWATER RECYCLING ASSOC.	25051 RECYCLING	07-15-20	07-15-20	19,499.72
Department Total					19,499.72
<b>ALVINSTON COMMUNITY CENTRE</b>					
01-1635-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	JULY2020 SUNLIFE BENEFITS	07-01-20	07-01-20	360.19
01-1635-7125	000037 RON GOSS	2020-07 WORKBOOTS	07-15-20	07-15-20	135.59
01-1635-7125	000036 VIVIAN UNIFORM RENTAL LTD.	90939 UNIFORMS	07-15-20	07-15-20	300.85
01-1635-7125	000279 BMO BANK OF MONTREAL	9819-0720 BMO MASTERCARD	07-15-20	07-15-20	852.19
Account Total					1,288.63
01-1635-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	111.53
01-1635-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0720 PHONE/INTERNET/CELLPHONES	07-13-20	07-13-20	131.48
Account Total					243.01
01-1635-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAP	067196 WATER & SEWER	07-14-20	07-14-20	162.00
01-1635-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAP	067197 WATER & SEWER	07-14-20	07-14-20	162.00
01-1635-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751201 ELECTRICITY CHARGES	07-23-20	07-23-20	85.04
01-1635-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751202 ELECTRICITY CHARGES	07-23-20	07-23-20	36.60
01-1635-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004756872 ELECTRICITY CHARGES	07-23-20	07-23-20	1,083.74
Account Total					1,529.38

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01-1635-7307	000279 BMO BANK OF MONTREAL	4621-0720 EMPLOYMENT ADS	07-13-20	07-13-20	636.42
01-1635-7340	003341 S.M. HEWITT (SARNIA) LTD.	13581-013994189 FLOORING IMPORT FEES	07-31-20	07-31-20	456.34
01-1635-7340	003029 MEGA-LAB	157111 DISINFECTANT	07-15-20	07-15-20	161.03
01-1635-7340	000170 HAYTER PLUMBING & HEATING LTD	192662-12067 MAINTENANCE	07-15-20	07-15-20	1,028.30
01-1635-7340	000170 HAYTER PLUMBING & HEATING LTD	195915-13080 MAINTENANCE	07-15-20	07-15-20	507.37
01-1635-7340	003017 MARCOTTE DISPOSAL INC.	2588 DUMPSTER	07-15-20	07-15-20	311.32
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	454979 PAPER TOWELS	07-31-20	07-31-20	119.76
01-1635-7340	000279 BMO BANK OF MONTREAL	8180-0820 REPLACE FLOORING	07-31-20	07-31-20	8,055.64
Account Total					10,639.76
01-1635-7341	000074 MACKENZIE OIL LIMITED	0124261 FUEL	07-15-20	07-15-20	473.00
01-1635-7372	000170 HAYTER PLUMBING & HEATING LTD	198822-13286 AIR CONDITIONER REPAIR	07-31-20	07-31-20	1,432.84
01-1635-7372	000170 HAYTER PLUMBING & HEATING LTD	198913- COUPLING	07-31-20	07-31-20	4.66
01-1635-7372	000068 KAL TIRE	873092621 TIRE REPAIR	07-31-20	07-31-20	99.44
01-1635-7372	000177 NELLA CUTLERY	IN2396804 ICE RESURFACING BLADE SHARPEN	07-31-20	07-31-20	33.90
01-1635-7372	000042 ADVANTAGE FARM EQUIPMENT LTD.	J78370 BLADE, WHEEL	07-15-20	07-15-20	608.79
Account Total					2,179.63
Department Total					17,350.02
<b>INWOOD COMMUNITY CENTER</b>					
01-1639-7306	000014 HYDRO ONE NETWORKS INC.	9863-0720 HYDRO	07-23-20	07-23-20	28.30
Department Total					28.30
<b>ALVINSTON LIBRARY</b>					
01-1641-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	067131 WATER & SEWER	07-14-20	07-14-20	162.00
01-1641-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751265 ELECTRICITY CHARGES	07-23-20	07-23-20	130.72
Account Total					292.72

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01-1641-7340	000170 HAYTER PLUMBING & HEATING LTD	192657-12153 MAINTENANCE	07-15-20	07-15-20	111.87
01-1641-7340	000170 HAYTER PLUMBING & HEATING LTD	195919-12459 MAINTENANCE	07-15-20	07-15-20	111.87
Account Total					223.74
Department Total					516.46
<b>INWOOD LIBRARY</b>					
01-1642-7306	000014 HYDRO ONE NETWORKS INC.	3530-0720 HYDRO	07-23-20	07-23-20	116.12
01-1642-7309	000002 ENBRIDGE GAS / UNION GAS	199-8300-0720 NATURAL GAS HEATING	07-21-20	07-21-20	25.43
01-1642-7340	000170 HAYTER PLUMBING & HEATING LTD	192666-12243 MAINTENANCE	07-15-20	07-15-20	111.87
01-1642-7340	000170 HAYTER PLUMBING & HEATING LTD	195917-13085 MAINTENANCE	07-15-20	07-15-20	111.87
Account Total					223.74
Department Total					365.29
<b>PLANNING &amp; ZONING</b>					
01-1810-7101	002996 NANCY FAFLAK	JULY2020 COA	07-13-20	07-13-20	50.00
01-1810-7101	003114 CHRISTA SAWYER	JULY2020 COA	07-13-20	07-13-20	50.00
01-1810-7101	003202 DOUG SMITH	JULY2020 COA	07-13-20	07-13-20	50.00
Account Total					150.00
01-1810-7430	000113 R DOBBIN ENGINEERING INC	80.20 MCGILL DRAIN APPORTIONMENT	07-14-20	07-14-20	671.22
Department Total					821.22
<b>COMMERCIAL &amp; INDUSTRIAL</b>					
01-1820-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250004751267 ELECTRICITY CHARGES	07-23-20	07-23-20	135.27
01-1820-7399	003217 MUN OF BROOKE-ALVINSTON - EFT	67199 WATER	07-10-20	07-10-20	93.20
Department Total					228.47
<b>AGRICULTURE &amp; REFORESTATION</b>					
01-1840-7455	000113 R DOBBIN ENGINEERING INC	79.20 DRAINAGE SUPERINTENDENT	07-13-20	07-13-20	1,357.41

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<b>Department Total</b>					<b>1,357.41</b>
<b>TILE DRAINAGE</b>					
01-1850-7210	002515 MINISTRY OF FINANCE (TILE LOANS)	1-116536060-8 TILE DRAIN LOAN 2012-07	07-15-20	07-15-20	1,220.28
01-1850-7710	002515 MINISTRY OF FINANCE (TILE LOANS)	1-116536060-8 TILE DRAIN LOAN 2012-07	07-15-20	07-15-20	6,388.32
<b>Department Total</b>					<b>7,608.60</b>
<b>ADMINISTRATION</b>					
20-0250-8050	002889 STEPHEN IKERT	JULY2020 EXPENSES (TV FOR COUNCIL MTGS)	07-31-20	07-31-20	1,692.75
<b>Department Total</b>					<b>1,692.75</b>
<b>SHILOH LINE RECONSTRUCTION</b>					
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122521 GRAVEL-SHILOH LINE	07-15-20	07-15-20	411.55
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122522 GRAVEL-SHILOH LINE	07-15-20	07-15-20	416.63
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122523 GRAVEL-SHILOH LINE	07-15-20	07-15-20	680.71
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122524 GRAVEL-SHILOH LINE	07-15-20	07-15-20	634.38
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122525 GRAVEL-SHILOH LINE	07-15-20	07-15-20	655.97
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122839 SHILOH ROAD GRAVEL	07-31-20	07-31-20	1,513.64
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122840 SHILOH ROAD GRAVEL	07-31-20	07-31-20	679.02
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122841 SHILOH ROAD GRAVEL	07-31-20	07-31-20	678.90
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122842 SHILOH ROAD GRAVEL	07-31-20	07-31-20	1,521.43
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122843 SHILOH ROAD GRAVEL	07-31-20	07-31-20	680.71
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122844 SHILOH ROAD GRAVEL	07-31-20	07-31-20	924.23
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122845 SHILOH ROAD GRAVEL	07-31-20	07-31-20	1,567.54
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122846 SHILOH ROAD GRAVEL	07-31-20	07-31-20	2,056.94
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122847 SHILOH ROAD GRAVEL	07-31-20	07-31-20	1,524.26
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122848 SHILOH ROAD GRAVEL	07-31-20	07-31-20	1,592.17

# Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	122849 SHILOH LINE GRAVEL	07-31-20	07-31-20	1,370.13
20-0512-7301	003324 CHRIS REGIER TRUCKING	148CR GRAVEL TRUCKING	07-31-20	07-31-20	32,484.71
20-0512-7301	002903 SCHOUTEN EXCAVATING INC.	191 STUMP REMOVAL AND HAUL-SHILOH	07-31-20	07-31-20	3,999.07
20-0512-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	293018 RENTAL-SHILOH LINE	07-31-20	07-31-20	56.50
20-0512-7301	000142 IDEAL PIPE	390016 PIPES-SHILOH LINE	07-15-20	07-15-20	19,837.01
20-0512-7301	002823 KT EXCAVATING	404 RENTAL-SHILOH LINE	07-31-20	07-31-20	452.00
20-0512-7301	003000 J & B CARIS FARMS TRUCKING	4881 GRAVEL-SHILOH LINE	07-15-20	07-15-20	3,017.03
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	55152 GRAVEL-SHILOH LINE	07-15-20	07-15-20	206.00
20-0512-7301	000104 JOHNSTON BROS. (BOTHWELL) LTD.	55252 GRAVEL-SHILOH LINE	07-15-20	07-15-20	206.11
20-0512-7301	002840 JLH EXCAVATING INC.	E9333 SHILOH LINE CULVERTS	07-31-20	07-31-20	6,087.88
Account Total					83,254.52
Department Total					83,254.52

**MAJOR CULVERT REPLACEMENTS**

20-0513-7432	002840 JLH EXCAVATING INC.	E9248 HOE-ROKEBY CULVERT	07-15-20	07-15-20	3,548.20
20-0513-7433	002135 MCNALLY EXCAVATING LTD	238 HOE-SHILOH LINE	07-15-20	07-15-20	5,418.35
Department Total					8,966.55

**ALVINSTON ROADS/STORM SEWERS**

20-0515-7401	000113 R DOBBIN ENGINEERING INC	107.20 LORNE STREET RECONSTRUCTION	07-23-20	07-23-20	5,767.52
20-0515-7401	000142 IDEAL PIPE	390612 90 DEGREE BEND	07-15-20	07-15-20	123.78
20-0515-7401	003304 H.E. CONSTRUCTION INC.	BA1-05 LORNE STREET	07-15-20	07-15-20	105,925.42
20-0515-7401	003316 WOOD ENVIRONMENTAL & INFRASTRUCTURE	G5620634 ASPHALT SAMPLE	07-15-20	07-15-20	847.50
20-0515-7401	003316 WOOD ENVIRONMENTAL & INFRASTRUCTURE	GS9055 COMPACTION TEST	07-15-20	07-15-20	1,127.63
20-0515-7401	003316 WOOD ENVIRONMENTAL & INFRASTRUCTURE	GS9310 ASPHALT TEST	07-15-20	07-15-20	553.47
Account Total					114,345.32
Department Total					114,345.32

# Accounts Payable

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Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number	Vendor Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
<b>MUNICIPAL DRAINS - CONSTRUCTION</b>						
20-2800-7341	000113	R DOBBIN ENGINEERING INC	77.20 MCVICAR DRAIN	07-14-20	07-14-20	6,596.26
20-2800-7341	000113	R DOBBIN ENGINEERING INC	93.20 STRAATMAN WERDEN DRAIN	07-16-20	07-16-20	5,373.15
Account Total						11,969.41
20-2800-7401	002135	MCNALLY EXCAVATING LTD	247-1 PARKER-LUCAS & ACTON DRAINS	07-23-20	07-23-20	44,218.93
20-2800-7401	002135	MCNALLY EXCAVATING LTD	247-2 PARKER-LUCAS & ACTON DRAINS	07-23-20	07-23-20	5,082.84
20-2800-7401	002135	MCNALLY EXCAVATING LTD	247-3 PARKER-LUCAS & ACTON DRAINS	07-23-20	07-23-20	1,524.79
20-2800-7401	000106	ST. CLAIR REGION CONSERVATION AUTH.	IN0016741 ZIMMERMAN DRAIN	07-23-20	07-23-20	300.00
20-2800-7401	000106	ST. CLAIR REGION CONSERVATION AUTH.	IN0016741 ROSS DRAIN	07-23-20	07-23-20	300.00
20-2800-7401	000106	ST. CLAIR REGION CONSERVATION AUTH.	IN0016741 ELLIOT-TAIT DRAIN	07-23-20	07-23-20	300.00
Account Total						51,726.56
Department Total						63,695.97
Total Paid Invoices						302,318.89
Total Unpaid Invoices						225,221.87
Total Invoices						527,540.76

# Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
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### Department Summary

01-0000	ASSETS & LIABILITIES	1,696.78
01-0050	LICENCES, PERMITS, RENTS	-425.00
01-0240	GOVERNANCE	225.57
01-0241	COUNCIL SUPPORT	859.83
01-0250	CORPORATE MANAGEMENT	10,941.17
01-0410	FIRE SERVICES	7,721.09
01-0411	FIRE STATION - ALVINSTON	7,224.55
01-0412	FIRE STATION - INWOOD	415.69
01-0420	POLICE	34,018.84
01-0440	PROTECTIVE INSPECTION & CONTROL	7,388.96
01-0450	EMERGENCY MEASURES	14.50
01-0516	RUP - GRAVEL PATCH	20,417.97
01-0531	RB/C - CULVERT R & M	1,323.23
01-0547	RT&M - BRUSHING/TREE REMOVAL	11,127.68
01-0549	RT&M - LITTER/GARBAGE PICKUP	215.83
01-0550	RT&M - SIGNS	13.76
01-0551	RT&M - INTERSECTION LIGHTING	17.90
01-0554	RT&M - DRAINAGE	428.27
01-0560	OVERHEAD	10,452.94
01-0601	06 STERLING PSD	10.36
01-0603	11 INTERNATIONAL	264.46
01-0610	97 CAT GRADER	582.09
01-0611	93 CAT GRADER	506.09
01-0620	17 FORD 4X4	35.47
01-0621	11 GMC PICKUP	414.84
01-0622	19 FORD 4x4 PICKUP	406.12
01-0630	DEERE TRACTOR LOADER	1,763.46
01-0631	CASE BACKHOE	765.05
01-0634	SMALL ENGINE EQUIPMENT	128.09
01-0635	BUSHOG	211.93
01-0751	STREET LIGHTING - ALVINSTON	739.34
01-0752	STREET LIGHTING - INWOOD	521.04
01-0810	SANITARY SEWER SYSTEM	26,588.74
01-0811	INWOOD SEWER SYSTEM	299.43
01-0830	WATERWORKS SYSTEM	54,324.36
01-0840	WASTE COLLECTION	6,169.73
01-0860	RECYCLING	19,499.72
01-1635	ALVINSTON COMMUNITY CENTRE	17,350.02
01-1639	INWOOD COMMUNITY CENTER	28.30
01-1641	ALVINSTON LIBRARY	516.46
01-1642	INWOOD LIBRARY	365.29
01-1810	PLANNING & ZONING	821.22



# Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-20 to 07-31-20 Paid Invoices Cheque Date 07-01-20 to 07-31-20

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
		01-1820 COMMERCIAL & INDUSTRIAL			228.47
		01-1840 AGRICULTURE & REFORESTATION			1,357.41
		01-1850 TILE DRAINAGE			7,608.60
		20-0250 ADMINISTRATION			1,692.75
		20-0512 SHILOH LINE RECONSTRUCTION			83,254.52
		20-0513 MAJOR CULVERT REPLACEMENTS			8,966.55
		20-0515 ALVINSTON ROADS/STORM SEWERS			114,345.32
		20-2800 MUNICIPAL DRAINS - CONSTRUCTION			63,695.97
				Report Total	527,540.76



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Brooke-Alvinston Community Fund  
**Meeting:** Council - 13 Aug 2020  
**Department:** Treasury  
**Staff Contact:** Stephen Ikert, Treasurer

### Recommendation:

**That Council direct staff on whether or not to pursue the establishment of a Community Fund through the Sarnia Community Foundation**

### Background:

#### **Sarnia Community Foundation - Community Funds \***

A municipal agency or local government may wish to establish a means for community members to donate to aspects of the community that are not traditionally covered within the municipal budget process. Examples of this might be support for a local food bank, a community arts program, building a walking trail, repair of a sports facility or the establishment of a community garden. While a municipality can receive and receipt funds for these purposes doing so creates additional work for the staff in receipting and ensuring the funds are used as intended.

Additionally, members of the community may choose to leave gifts via a will and administering those funds can also create additional work. Depending on the size and scope of the gift, it may not be possible for the municipality to honour the terms of the will.

The establishment of a community fund at the Sarnia Community Foundation(SCF) can assist the municipality in being able to support charitable initiatives in the community thus allowing Municipal staff to concentrate on the delivery of core services.

### Mechanism:

1. Council makes a commitment to have a fund that will support charitable endeavors in the community over and above any internal grant program. Council determines the name of the fund (e.g. - Brooke-Alvinston Community Fund).
2. The municipality enters into an agreement with the Sarnia Community Foundation to receive, receipt and hold funds in the long term as an endowment, for the short term for specific projects or both. This can be accomplished with one agreement though for the purpose of clarity it is recommended that two agreements are made so that the permanent or endowed fund is clearly kept separate from any flow through or special projects. (e.g.: Brooke-Alvinston Community Fund/Brooke-Alvinston Special Projects Fund).
3. A community board is established. The local community board operates as a committee of SCF and is at arm's length from the municipality operations. The committee is responsible for working with SCF In two areas.

- Helping to inform community members of the opportunity to donate
  - Reviewing and recommending projects for funding via a grant application process supervised by SCF.
4. SCF Reports annually to the Municipality on the value of the fund(s) and disposition.
  5. SCF works with the Municipality/Committee on donor attraction and events that might be used to support the fund.

#### **Advantages:**

1. A Community fund that is managed outside or at arm's length from municipal operations, residents and donors can have a greater degree of surety about the disposition of donated dollars. SCF is able to accommodate giving of a wide variety of assets.
2. No cost to set up and manage investment of funds.
3. No ongoing costs to manage the fund or the process of granting. SCF takes a modest portion of the income generated by the fund to pay its operational costs.
4. Local input into decisions made about grants from the fund.
5. Potential to support other aspects of SCF through committee work and Board membership.
6. Access to a stable investment pool that is professionally managed and monitored.
7. No additional government reporting.
8. Internal Grants made by the municipality to the community can be maintained or be managed by the community committee with SCF assistance.

#### **Investment Parameters:**

SCF uses a conservative and balanced approach to managing its portfolio of investments. We ask our advisors to provide a minimum annual return of 5 to 6%. All returns are reported net of fees.

The Foundation claims the first portion of the income to cover administration fees. Each fund is assessed as follows:

1. Endowed funds:
  - Up to \$500,000 - 1.5%
  - \$500,000- \$1,000,000 - 1.0% (.25% of the quarterly closing balance)
  - \$1,000,000 to \$3,000,000 - 0.75% (0.1875% of the quarterly closing balance)
  - Values over \$3,000,000 - 0.5% (0.125% of the quarterly closing balance)
2. For the remainder of the income 3.5% is assigned to be disbursed in the form of grants. The excess over and above the 5% (1.5 + 3.5) is distributed as follows:
  - Grant stabilization reserve (capped at 2 years projected value of grants)
  - Operation reserve (capped at one year projected operational cost)
  - To the funds to protect for inflation.
3. Flow-through funds are not generally invested as the intent is not to hold these for more than a year:
  - 1.5% of the value of the donation when it is received by SCF, PLUS
  - Costs associated with acquisition (Canada Helps fee or other extraordinary bank charges).

\* excerpted from Sarnia Community Foundation literature

#### **Financial Considerations:**

No cost to the Municipality.

#### **Relationship to Strategic Plan:**

Strengthens connections among residents; boost ability to plan for future community needs; educates the public on philanthropy; and facilitates funding from other sources.





## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Efficiency Review of Brooke-Alvinston's Municipal Fire Services  
**Meeting:** Council - 13 Aug 2020  
**Department:** Fire Department  
**Staff Contact:** Steve Knight, Fire Chief

### Recommendation:

**That a special meeting date of September 3, 2020 at 4 p.m. be set for a special Council meeting to discuss the Report prepared by Firehouse 33.**

### Background:

The Municipality received funding through the Municipal Modernization Program for an Efficiency Review of Brooke-Alvinston's Fire Service. Firehouse 33 was contacted to prepare the report.

### Comments:

The report was distributed at the July 23, 2020 Council Meeting with a motion to discuss the report at a future special session of Council.

Brooke Fire Rescue Members have all received a copy of the report and I have consulted with members on the report. A further report on comments and feasibility of recommendations will be provided for the proposed special meeting.

### Financial Considerations:

Not applicable to this report.

### Relationship to Strategic Plan:

Practice inclusive fiscal responsibility



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Zimmerman & Ross Drain Tender  
**Meeting:** Council - 13 Aug 2020  
**Department:** Drainage  
**Staff Contact:** David Moores, Drainage Superintendent

### Recommendation:

**That the low tender of Bruce Poland Sons in the amount of \$13,760.00 + HST be accepted for maintenance work on the Zimmerman Drain & Ross Drain.**

### Background:

The tenders for the Zimmerman and Ross Drain were opened Wednesday, August 5, 2020. In attendance were: David Moores, Janet Denkers and Stephen Ikert.

### Comments:

The following tenders were received:

McNally Excavating:	\$17,477.00 + HST
Bruce Poland & Sons:	\$13,760.00 + HST
J & L Henderson:	\$ 36,010.00 + HST
H.E. Construction:	\$60,251.00 + HST
GM Construction:	\$28,305.00 + HST

Bruce Poland & Sons is able to begin the work immediately.

### Financial Considerations:

The work is under maintenance. A cost estimate of the work was not obtained prior to tendering.



**MUNICIPALITY OF BROOKE-ALVINSTON**  
**DRAINAGE SUPERINTENDENT STAFF REPORT**

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**Date:** August 2020 Report

**To:** Brooke-Alvinston Mayor, Clerk, and Council

**From:** David Moores, Drainage Superintendent  
R. Dobbin Engineering Inc.

**RE:** Monthly Drainage Superintendent Report

**New Drainage Requests:**

***10-11 Concession Drain***

- Location: 6366 Petrolia Line
- Request received from Gary Straatman for repairs to the culvert endwalls

**RECOMMENDATION:** Hire KT Excavating hourly to complete the repairs as required

***Kelly Drain***

- Location: Lots 7-9, Concession 14
- Request received from Gary Straatman and Tom Shea for drain brushing and cleanout

**RECOMMENDATIONS:** (1) For a maintenance notice to be mailed out to affected landowners informing them of the requested work and to see if there are any other requests. (2) Tender maintenance work

***McEachren Drain***

- Location: Lot E1/2 2 , Concession 11
- Request received from Gary Straatman for a bridge inspection to determine if repairs can be done or if a replacement is required
- Inspection completed August 6, 2020 and determined that a bridge replacement is required

**RECOMMENDATIONS:** (1) Request should be moved to Section 78 not Section 74; (2) Apply for Emergency Designation under Section 124 to replace bridge (3) Appoint R. Dobbin Engineering to prepare a new report to incorporate the new crossing in the drain

***Moffatt Lucas Drain Branch***

- Location: Bush Line – Lots 10-12, Concession 4
- Request received from Frank Nemcek for drain brushing and cleanout

**RECOMMEDATION**: (1) For a maintenance notice to be mailed out to affected landowners informing them of the requested work and to see if there are any other requests. (2) Tender maintenance work

***McVicar Drain***

- Location: Courtright Line – Lots 13-14, Concession 5
- Request received at Consideration Meeting to flush and clean the tile in the bottom of the drain and to video to tile to determine if Mr. Van Damme has an outlet under Courtright Line

**RECOMMENDATION**: (1) Hire contractor by the hour to complete the repairs as required

***Ongoing Maintenance:******Buurma Drain***

- Location: LaSalle Line between Little Ireland and Ebenezer Road (Lot 11, Concession 13)
- Contractor: KT Excavating
- Status:
  - Work – Catchbasin repairs
  - Scheduled for Week of August 10<sup>th</sup>

***Campbell Leitch Drain***

- Location: Lot 28 & 29, Concession 6
- Contractor: JLH Excavating
- Status:
  - Work – Brushing and Cleanout
  - Work to start September 1, 2020

***Edgar Drain No.1***

- Location: Churchill Line & Hardy Creek Road - Lot 26, Concession 14
- Contractor: Jacques Farm Drainage
- Status:
  - Work – Tile Repairs
  - Hourly work given to Jacques Farm Drainage as they are tiling the land and will complete the repairs while onsite



**Edgar Drain No.1**

- Location: Churchill Line & Hardy Creek Road - Lot 27, Concession 14
- Work – Brushing and Cleanout
- Status:
  - Maintenance Notice mailed out to affected landowners informing them of the requested work
  - Drain Approvals to be obtained
  - Drain Tender to be completed

**Parker Lucas Drain**

- Location: Lots 5-9, Concession 13
- Work – Brushing, bottom cleanout, and culvert replacements
- Status:
  - Maintenance Notice mailed out to affected landowners informing them of the requested work
  - Drain Approvals to obtain
  - Drain Tender to be completed

**McNeil Douglas Drain – Main Branch**

- Location: South of Rokeby Line west of Nauvoo Road
- Contractor: KT Excavating
- Work – tile drain repairs
- Status
  - To be completed when the corn comes off

**Ross Drain**

- Location: Lots 13 & 14, Concession 7
- Status:
  - Work – Brushing and Cleanout
  - Maintenance Meeting was held in 2019 with affected landowners and the scope of work was determined

**RECOMMENDATION:** Award tender to Bruce Poland and Sons

**Sisson Parker Drain / Sisson Parker Branch / Saunders**

- Location: Between Inwood Road and Forest Road - Lot 1, Concession 14
- Work – Brushing and Cleanout
- Status:
  - Maintenance Notice mailed out to affected landowners informing them of the requested work
  - Drain Approvals to obtain
  - Drain Tender to be completed

***Thompson Drain – Fisher Ferguson Section***

- Location: Hardy Creek Road
- Work – Brushing and cleanout
- Status:
  - Maintenance Notice mailed out to affected landowners informing them of the requested work
  - Drain Approvals to obtain
  - Drain Tender to be completed

***Zimmerman Drain***

- Contractor:
- Location: Ebenezer Road – Lot 13, Concession 8
- Status:
  - Work – Brushing and Cleanout
  - Maintenance Meeting was held in 2019 with affected landowners and the scope of work was determined

**RECOMMENDATION:** Award tender to Bruce Poland and Sons

**Construction Ready:*****Acton Drain / Parker Lucas Drain***

- Location: Lots 7, 8 and 9, Concession 14
- Contractor: McNally Excavating
- Status:
  - Work was completed but due to the major rain event of on July 8, 2020 approximately 2-2.5 inches of rain in one (1) hour came through the area causing multiple deficiencies that have to be addressed with the berm on the west side of Little Ireland.
  - Rebuild the berm in the vicinity of both the Acton Drain and Parker Lucas Drain at the road crossings with concrete blocks and coconut firm erosion control matting instead of an earthen berm. (2) Due to the amount of water that drains through this area a grassed water swale may be required to convey the water through the Shea Farm. If this option is required a new Engineer's report under Section 78 should be completed to include this into the report for the Acton Drain. Ray and myself will be looking into this option and will report back to Council if this is a viable option to consider.

***Kelly Drain Branch No.4***

- Location: Lots 7, 8 and 9, Concession 14
- Contractor: McNally Excavating
- Status:
  - All Approvals received
  - Waiting for contractor to complete the work

***Still in Report Stage:******Elliott Tait Drain***

- Emergency culvert work is completed
- Report is in progress

***Graham Bourne Drain***

- Culvert replacement project
- Survey complete
- Report is in progress

***Hasting Drain***

- Request to realign or enclose channel in W1/2 Lot 23, Concession 12
- Survey complete
- Waiting to see if there are changes to the SCRCA Enclosure Policy

***Johnson Drain***

- Culvert Replacement project
- Survey complete
- Report is in progress

***Logan Drain Branches – 5***

- Tile drain replacement project
- Report in progress

***McVicar Drain***

- All onsite work complete
- Report in progress

***Ruth Drain***

- Tile drain replacement
- Report in progress

**Steadman Drain No.1**

- Report completed
- Currently with the SCRCA for review
- Waiting to see if there are changes to the SCRCA Enclosure Policy

**For Information:**

Work on the following projects are completed:

1. **Dudley Drain** – work by KT Excavating under maintenance
2. **Lewis Drain** – work by KT Excavating under maintenance
3. **Ross and Zimmerman Drain** – Tender closed on August 6, 2020 with Bruce Poland and Sons as the lowest bidder
4. **Benner Duffy Drain** – email sent to property owner informing them him that the drain does not need to be deepened under Section 78 and that he can install a tile drain on his property with enough fall to outlet into the drain.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Consideration of the McVicar Drain  
**Meeting:** Council - 13 Aug 2020  
**Department:** Drainage  
**Staff Contact:** Ray Dobbin, Engineer

### Recommendation:

**That the Council of the Municipality of Brooke-Alvinston give first and second reading to the By-law to authorize drainage works on the McVicar Drain and proceed to a Court of Revision.**

### Background:

Due to COVID-19 restrictions, the consideration of the McVicar Drain Report was held on-site with assessed members and the appointed Council member Dave Ferguson (Notice attached). It was reported that the assessed owners: Bob Van Damme, Frank Nemcek and Joe Triest were in attendance. Non assessed owner Norm Triest also attended. Engineer Ray Dobbin led the meeting to consider the report and submitted notes of the meeting.

### Comments:

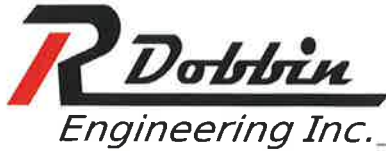
There was concern expressed at the meeting that the auxiliary tile was not working. Therefore it was requested that the auxiliary tile be flushed and possibly videoed to ensure that all broken tile/blockages are repaired. This will be completed under maintenance. Mr. Van Damme wondered if there was an outlet under Courtright Line from his property to the auxiliary tile. His alternative is to outlet to the 4/5 Concession Drain to the east. If a video of the tile is carried out this will confirm if there is an outlet.

### Financial Considerations:

The estimated cost of the work for this report is \$17,317.00 including the cost of engineering.

### ATTACHMENTS:

[McVicar Drain Report](#)



4218 Oil Heritage Road  
 Petrolia, Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233  
 www.dobbineng.com

June 22, 2020

The Mayor and Council  
 Municipality of Brooke-Alvinston  
 3236 River Street  
 Alvinston, Ontario  
 N0N 1A0

Gentlemen & Mesdames:

**Re: McVicar Drain**

In accordance with your instructions, we have undertaken an examination of the McVicar Drain with regards to the replacement of the access culvert to the W1/2 Lot 13, Concession 5, an examination of the other existing access culvert along the drainage works and revising the schedule of maintenance. The drainage works is generally located in Lots 13 and 14, Concession 5 in the Municipality of Brooke-Alvinston.

Authorization under the Drainage Act

This Engineers Report has been prepared under section 78 of the Drainage Act as per the request of an affected Owner.

Section 78 of the Drainage Act states that, where, for the better use, maintenance or repair of any drainage works constructed under a bylaw passed under this Act, or of lands or roads, it is considered expedient to change the course of the drainage works, or to make a new outlet for the whole or any part of the drainage works, or to construct a tile drain under the bed of the whole or any part of the drainage works as ancillary thereto, or to construct, reconstruct or extend embankments, walls, dykes, dams, reservoirs, bridges, pumping stations, or other protective works as ancillary to the drainage works, or to otherwise improve, extend to an outlet or alter the drainage works or to cover the whole or any part of it, or to consolidate two or more drainage works, the Council whose duty it is to maintain and repair the drainage works or any part thereof may, without a petition required under section 4 but on the report of an Engineer appointed by it, undertake and complete the drainage works as set forth in such report.

### Existing Drainage

The existing drainage works consists of both a channel and auxiliary tile drain extending from an outlet to the 12/13 Sideroad Drain east for a distance of approx. 753 metres to the centre of Lot 14.

The drainage works was last improved under an engineer's report dated March 15, 1958. At this time the channel was relocated from the road allowance north onto abutting private lands and a tile drain was constructed under it. The tile drain consists of approx. 305 metres (1,000 feet) of 300 mm dia. tile, 451 metres (1,480 feet) of 200 mm dia. tile. There are 2 access culverts located along the length of the drain – west side of the W1/2 Lot 13 and the east side of the E1/2 Lot 13.

### Onsite Meeting

An onsite meeting was held on July 10, 2019. A request was received to maintain the channel and tile drain. Surface water is not getting away at the top end of the drainage works and it is likely that trees are interfering with the tile drain. Also, the access culvert at the outlet has failed and requires replacement. It is unsafe to cross and application is to be made under section 124 of the Drainage Act for emergency replacement.

### Section 124

An application was made to the Ministry of Agriculture, Food and Rural Affairs under section 124 of the Drainage Act for emergency replacement of the access culvert. Approval was received in a letter dated July 25, 2019. The access culvert was subsequently replaced.

### Recommendations

It is therefore recommended that the following work be carried out:

1. The access culvert constructed to the W1/2 Lot 13 under emergency conditions is to be incorporated as part of the drainage works and the costs assessed.
2. The access culvert to the E1/2 Lot 13 is to be incorporated as part of the drainage works with maintenance provisions.
3. A revised Schedule of Maintenance shall be developed for maintenance and repair of the drainage works.

### Design

Major agricultural and residential culverts are usually designed to provide outlet for a 1 in 2 year storm. Road culverts are usually designed to provide outlet for a 1 in 10 year storm.

### Estimate of Cost

It is recommended that the work be carried out in accordance with the accompanying Specification of Work and the Profile, which form part of this Report. There has been prepared an Estimate of Cost in the amount of \$17,317.00, including the cost of engineering. A Plan has been prepared showing the location of the work and the approximate drainage area.

### Assessment

As per section 21 of the Drainage Act, the Engineer in his report shall assess for benefit and outlet for each parcel of land and road liable for assessment.

Lands, roads, buildings, utilities, or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance, or repair of a drainage works may be assessed for benefit. (Section 22)

Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse may be assessed for outlet. The assessment for outlet shall be based on the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments. (Section 23)

The Engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. (Section 24)

A Schedule of Assessment for lands and roads affected by the work and therefore liable for the cost thereof has been prepared as per the Drainage Act. Any affected public utility or road authority shall be assessed, as per section 26 of the Drainage Act, any increased costs for the removal or relocation of any of its facilities and plant that may be necessitated by construction or future maintenance and repair work. The cost of any fees for permits or approvals or any extra work required by any affected utility, road authority, conservation authority, ministry, government agency, etc., federal or provincial, shall be assessed to that organization requiring the permit, approval, or extra work.



The cost of the culvert replacement has been assessed with approximately 50% of the cost applied as benefit assessment to the owner of the property, 17% applied as benefit assessment to the Road Authority and the remaining 33% of the cost has been assessed as outlet assessment on upstream lands and roads based on equivalent hectares. The cost of replacing the outlet works has been assessed to upstream properties based on equivalent hectares. The cost of revising the Schedule of Maintenance has been assessed to the properties within the drainage area based on equivalent hectares.

### Allowances

Under section 29 of the Drainage Act, the Engineer in his report shall estimate and allow in money to the Owner of any land that it is necessary to use for the construction or improvement of a drainage works or for the disposal of material removed from a drainage works. This shall be considered an allowance for right of way.

Under section 30 of the Drainage Act, the Engineer shall determine the amount to be paid to persons entitled thereto for damage, if any, to ornamental trees, fences, land, and crops occasioned by the disposal of material removed from a drainage works. This shall be considered an allowance for damages.

Allowances have been made, where appropriate, as per section 29 of the Drainage Act for right of way, and as per section 30 of the Drainage Act for damages to lands and crops. Allowances for right of way are based on a land value of \$20,000.00 per hectare (\$8,000.00 per acre). Allowances for crop loss are based on \$1,500.00 per hectare for the first year and \$750.00 for the second year (\$2,250.00 per hectare total).

Allowances have been made under section 30 for damages to lands and crops occasioned by the operation of excavation equipment to replace the culverts.

### Access and Working Area

The working area at each culvert shall extend 10 metres from the bank on the north side and for 10 metres along the channel on either side of the culvert.

Access for installation of the access culverts and also for any future maintenance and repair shall be from Courtright Line.

Access for future maintenance and repair of the channel and tile drain shall generally be from Courtright Line and along the north side of the drainage works on private property. The working area shall extend from the top of the north bank for a distance of 10 metres for the length of the drainage works.

### Drain Classification

The McVicar Drain is currently unclassified. The 12/13 Sideroad Drain is classified as an “F” drain downstream to its outlet from the McVicar Drain (approx. 3.5 kilometres). These classifications are according to the Ontario Ministry of Agriculture, Food and Rural Affairs’ Agricultural Information Atlas.

Class “F” drains are intermittent or ephemeral (dry for more than two consecutive months). Authorization is not required if work is done in the dry.

The proposed culvert construction will have very little effect on the drainage works if carried out during low flows in the channel. The work area is to be maintained in a dry condition during construction by the Contractor.

### Restrictions

No trees and shrubs shall be planted nor shall permanent structures be erected within 10 metres of either side of the drainage works without prior written permission of Council. If trees are planted that interfere with access for future maintenance of the drainage works, they shall be removed at the expense of the Owner.

Attention is also drawn to sections 80 and 82 of the Drainage Act that refer to the obstruction of a drainage works.

### Agricultural Grant

It is recommended that application for subsidy be made for eligible agricultural properties. Any assessments against non agricultural properties are shown separately in the Schedule of Assessment.

### Maintenance

The open channel and tile drain shall be maintained and repaired in accordance with the enclosed Schedule of Maintenance.

The access culverts located along the length of the drain shall be maintained and repaired with 50% of the costs assessed to the benefitting property and 17% assessed to the Road Authority. The remainder of the costs shall be assessed to upstream properties pro rata with the equivalent hectares contained in the Schedule of Maintenance.

If an owner requests an additional length of culvert beyond that specified in this report, the extra cost shall be borne by the owner making the request including the future maintenance and repair. Each property is allowed one access culvert for each municipal drain with any second culvert on the property maintained and repaired 100% by the owner.

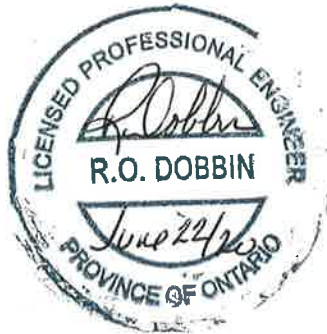
These above conditions will apply unless otherwise altered under the provisions of the Drainage Act.

All of the above is submitted for your consideration.

Yours truly,



Ray Dobbin, P. Eng.



McVicar Drain  
Municipality of Brooke-Alvinston  
June 22, 2020

### ALLOWANCES

Allowances have been made as per Sections 30 of the Drainage Act for damages to lands and crops.

Conc.	Lot or part	Roll No.	Owner	Section 30	Total
5	W1/2 L13	30-001	J. Triest	100.00	100.00
TOTAL ALLOWANCES					\$100.00

McVicar Drain  
Municipality of Brooke-Alvinston  
June 22, 2020

**Estimate of Cost**

Incorporate Access Culvert and revise Specifications for the McVicar Drain.

Allowances:					100.00
	<u>Quantity</u>	<u>Unit</u>	<u>Material</u>	<u>Labour</u>	
Culvert No. 1 (W1/2 L13)					
Removal of existing structure		LS		240.00	
S. & I. 750 mm dia. HDPE	18.5	m	2,643.00	1,200.00	
S. & I. bedding material		LS	562.00	200.00	
Place backfill		LS		400.00	
S. & I. Granular "A"		LS	200.00	200.00	
S. & I. Granular "B"		LS	400.00	200.00	
S. & I. Rip Rap		LS	500.00		
S. & I. block endwall	12.0	ea	1,400.00	600.00	
			5,705.00	3,040.00	8,745.00
Replace outlet pipe on auxiliary tile	18.5	m	1,022.00	400.00	1,422.00
Remove excess material		LS		360.00	360.00
Miscellaneous					<u>526.00</u>
			<b>Sub Total</b>		11,153.00
			Engineering		4,764.00
			Inspection		1,100.00
			SCRCA Fee		<u>300.00</u>
			<b>Total Estimate</b>		<b>\$17,317.00</b>

**SCHEDULE OF ASSESSMENT**

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total
<b>Agricultural Lands</b>							
4	W1/2 L13	4.02*	10-191	F. Nemcek		565.00	565.00
	E1/2 L13	6.31*	10-192	L. Van Damme		886.00	886.00
	W1/2 L14	3.87*	10-193	R. Van Damme		546.00	546.00
5	W1/2 L13	4.05	30-001	J. Triest	5,750.00	1,139.00	6,889.00
	E1/2 L13	9.07	30-002	F. Janicek		2,551.00	2,551.00
	W1/2 L14	5.96	30-003	F. Janicek		1,676.00	1,676.00
* surface water only					Total Benefit	7,363.00	13,113.00
					Total Outlet	7,363.00	
					Total - Agricultural	13,113.00	
<b>Public Lands: Roads</b>							
	Courtright Line	2.00		County of Lambton	1,955.00	2,249.00	4,204.00
					Total Benefit	1,955.00	4,204.00
					Total Outlet	2,249.00	
					Total - Public Lands: Roads	4,204.00	
					Total Agricultural Lands	13,113.00	
					Total Assessment	\$17,317.00	

**SCHEDULE OF MAINTENANCE**

To maintain and repair the channel and tile drain forming the McVicar Drain.

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha.
4	W1/2 L13	4.02*	10-191	F. Nemcek	165.00	132.00	297.00	2.01
	E1/2 L13	6.31*	10-192	L. Van Damme	330.00	207.00	537.00	3.15
	W1/2 L14	3.87*	10-193	R. Van Damme	165.00	201.00	366.00	1.94
5	W1/2 L13	4.05	30-001	J. Triest	990.00	117.00	1,107.00	4.05
	E1/2 L13	9.07	30-002	F. Janicek	990.00	596.00	1,586.00	9.07
	W1/2 L14	5.96	30-003	F. Janicek	495.00	618.00	1,113.00	5.96

\* area assessed for surface water (half rate)

Total Benefit	3,135.00	1,871.00	5,006.00
Total Outlet	1,871.00		

Total - Agricultural 5,006.00

Public Lands: Roads

Courtright Line	2.00	County of Lambton	2,475.00	469.00	2,944.00	8.00
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Total Benefit	2,475.00	469.00	2,944.00
Total Outlet	469.00		

Total Public Lands: Roads 2,944.00  
Total Agricultural Lands 5,006.00

Total Assessment \$7,950.00

McVicar Drain  
Municipality of Brooke-Alvinston  
June 22, 2020

## **SPECIFICATION OF WORK**

### **1. Scope of Work**

The work to be included in this specification includes the replacement of 1 access culverts and related work on the McVicar Drain in Lots 13 and 14, Concession 5 in the Municipality of Brooke-Alvinston.

### **2. General**

Each tenderer must inspect the site prior to submitting their tender and satisfy themselves by personal examination as to the local conditions that may be encountered during this project. The Contractor shall make allowance in the tender for any difficulties which they may encounter. Quantities or any information supplied by the Engineer is not guaranteed and is for reference only.

All work and materials shall be to the satisfaction of the Drainage Superintendent who may vary these specifications as to minor details but in no way decrease the proposed capacity of the drain.

The Contractor shall be responsible for the notification of all utilities prior to the start of construction.

### **3. Plans and Specifications**

These specifications shall apply and be part of the contract along with the General Specifications for Open Drains. This specification of work shall take precedence over all plans and general conditions pertaining to the contract. The Contractor shall provide all labour, equipment, and supervision necessary to complete the work as shown in the plans and described in these specifications. Any work not described in these specifications shall be completed according to the Ontario Provincial Standard Specifications and Standard Drawings.

Any reference to the owner contained in these contract documents shall refer to the Municipality of Brooke-Alvinston or the Engineer authorized by the Municipality to act on its behalf.



#### **4. Health and Safety**

The Contractor at all times shall be responsible for health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

The Contractor shall be responsible for traffic control as per the Ontario Traffic Manual Book 7 – Temporary Conditions (latest revision) when working on public road allowances. A copy of a traffic control plan shall be kept on site at all times. The Contractor shall maintain suitable barricades, warning lights, and temporary traffic notices, at his expense, in their proper position to protect the public both day and night. Flagmen are the responsibility of the Contractor when working on the road allowance and when entering or exiting a worksite onto a roadway.

The Contractor shall be responsible to ensure that all procedures are followed under the Occupational Health and Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of noncompliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health and Safety Act could be cause for the issuance of a stop work order or even termination of the contract.

He shall also ensure that only competent workmen are employed onsite and that appropriate training and certification is supplied to all employees.

#### **5. Workplace Safety and Insurance Board**

The Contractor hereby certifies that all employees and officers working on the project are covered by benefits provided by the Contractor. The WSIB clearance certificate must be furnished prior to the execution of the Contract and updated every 60 days.

#### **6. Removal of Existing Access Culverts**

The existing access culvert to be replaced shall be removed in their entirety from the open channel. The steel culvert, concrete rubble and other excess material shall be disposed offsite at the expense of the Contractor. Suitable backfill shall be stockpiled adjacent to the site for reuse during installation of the proposed culvert. Any broken concrete (smaller than 300 mm) or rip rap (concrete bags) from the existing structures may be reused as erosion protection in the immediate vicinity (within 1 metre) of the proposed culvert replacement. The broken concrete or rip rap must be placed over filter fabric flush with the existing channel sideslope. Large pieces of concrete, excavated

material from the sideslope to accommodate erosion protection and any material not suitable for use shall be disposed offsite by the Contractor.

## **7. Installation of Access Culverts**

The Contractor shall supply, install, and backfill aluminized corrugated steel pipe with a minimum wall thickness of 2.8mm in all cases. All corrugation profiles shall be of helical lockseam manufacture using 68 x 13mm corrugations for 1600mm dia. pipe and smaller and 125 x 25mm corrugations for 1800mm dia. pipe and larger. Pipe with 125 x 25mm corrugations shall be used if 68 x 13mm corrugations are not available. Future culvert replacements shall be to the same specifications. Corrugated steel pipe with diameter of 1000 mm or less may be replaced with equivalent HDPE smooth wall pipe (320 kPa)

The culverts designated to be replaced in the future under this report shall be examined after any cleanout of the open channel as to their condition. If they are found to be in disrepair (i.e. there are holes corroded in the bottom or sides) they shall be replaced as per these specifications.

The following culverts located along the drainage works are to be maintained and repaired or replaced in the future under this report:

Culvert no. 1 - W1/2 Lot 13 (roll no. 30-001) consists of 18.5 metres of 750 mm dia. corrugated steel pipe with concrete block endwalls on the east end and rip rap over filter cloth on the west end. It was replaced under section 124 of the Drainage Act and is incorporated as part of the drainage works under this report.

Culvert no. 2 - E1/2 Lot 13 (roll no. 30-002) consists of 5.5 metres of 800 mm dia. corrugated steel pipe with poured concrete endwalls. It shall be replaced with 10 metres of 750 mm dia. HDPE smooth wall pipe in the future.

The proposed access culverts shall be installed in the same general location as the existing access culverts. The culvert shall be installed with the invert 10% (minimum 150mm) below the proposed channel bottom elevation. The location of the culvert may be moved a short distance upstream or downstream if approved by the engineer.

If an owner requests a longer culvert than that specified above, please refer to the report. The culvert lengths are based on using concrete block walls. If rip rap ends are to be utilized in the future, the culverts may be lengthened to accommodate the sloped ends (1.5:1.0). The proposed access culverts shall be installed in the same general location as the existing access culverts. The culvert may be moved upstream or downstream as necessary to avoid existing tile outlets. If they cannot be avoided the pipes shall be

extended upstream or downstream of the proposed culvert and shall be done with non-perforated HDPE agricultural tubing with a manufactured coupling, elbow and rodent grate. Any tile outlets extended as a result of extra length requested by an owner shall be extended at the owner's expense. The culvert shall be installed with the invert set 10% below the design channel bottom (minimum 150mm) and to grade shown on the Profile.

The bottom of the excavation shall be excavated to the required depth with any over excavation backfilled with granular material or drainage stone. When the pipe has been installed to the proper grade and depth, the excavation shall be backfilled with granular or drainage stone from the bottom of the excavation to the springline of the pipe. Care shall be taken to ensure that the backfill on either side of the culvert does not differ by more than 300 mm so that the pipe is not displaced. The access culverts shall be backfilled from the springline to finished grade with excavated material to within 150mm of finished grade. The road culverts shall be backfilled from the springline to finished grade with granular material to within 200mm of finished grade. If extra backfill material is required, it shall be supplied by the Contractor at the expense of the drainage works. The top 150mm for access culverts and 200mm for road culverts shall be backfilled with compacted granular "A" material to finished grade.

All backfill shall be free from deleterious material. Any excess granular material shall be placed at the surface on the travel portion of the access culvert. All granular bedding material shall be mechanically compacted to 95% modified standard proctor density. All backfill material above the springline shall be mechanically compacted using appropriate compaction equipment. The granular "A" for the road culverts shall be compacted to 98% modified standard proctor density.

End protection shall consist of concrete blocks with dimensions of approx. 600mm x 600mm x 1200mm, 600mm x 600mm x 2400mm or 300mm x 600mm x 1200mm as required. The top of the culvert shall govern block elevation. The correct block shall be set with the top of the block equal to the top of the culvert. The blocks shall be set at each end of the culvert so that each row of blocks will be offset approx. 100mm from the row below. The bottom row shall consist of one block placed parallel to the culvert. The blocks shall be imbedded a minimum of 300mm into each bank and shall extend into the drain bottom to match the pipe invert or below.

The blocks shall be placed over a layer of filter fabric (Terrafix 270R or approved equal). The culvert shall be backfilled in conjunction with the placement of the blocks. The gaps between the culvert and the blocks shall be filled with concrete cinder blocks/bricks and mortar to give the endwall a finished appearance.

If rip rap ends are to be used, the pipes shall be lengthened to accommodate the travel width plus minimum 1.5:1 sideslopes. The rip rap shall consist of 100 mm x 250 mm quarry stone or approved equal. The area to receive the rip rap shall be graded to a depth of 400mm below finished grade. Filter fabric (Terrafix 250R or approved equal) shall then be placed with any joints overlapped a minimum 600mm. The quarry stone shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance.

### **8. Silt Fence**

The Contractor shall maintain a dry working area during construction. The Contractor shall install a silt fence downstream of the most downstream access culvert during the course of the work downstream of the work area. The silt fence shall consist of filter fabric or manufactured silt fence supported with posts (OPSD 219.110).

The silt fence shall remain in place until construction is complete. Any sediment that has collected upstream of the silt fence shall be removed prior to the removal of the silt fence.

### **9. Excavation of Open Channel (Future)**

The open channel shall be excavated and maintained to the depths and grades as per the profile and drawings as contained in the engineers report dated March 15, 1958. The Profile enclosed with this report shall be used in place of the original for future maintenance and repair. The channel shall be excavated to the proper depth using a laser or similar approved device with a labourer onsite to ensure correctness of grade and to confirm location of tile ends.

For future maintenance and repair, the excavated material shall be cast on private lands north of the channel at least 1.5 metres clear of the bank. Excavated material shall not be placed in low runs or swales outletting surface water to the channel. The excavated material shall be levelled to a maximum depth of 100mm and left in a condition suitable for cultivation. All high spots above grade shall be removed. The sediment shall be removed leaving a rounded bottom with the intent not to undercut the existing sideslopes.

If an Owner requests that the excavated material be trucked, it shall be loaded onto trucks from the field side of the channel. The extra cost of trucking less the cost of levelling shall be assessed to the individual Owners.

## **10. Brushing (Future)**

All brush, trees, woody vegetation, etc. shall be removed from the sideslopes of the existing channel and within 1.5 metres of the top of the banks. Other brush and trees may be removed from the side the equipment is operating to allow access for the equipment. Trees and brush in the channel bottom shall be removed in their entirety including stumps and disposed offsite. Trees and brush on the sideslopes shall be close cut. A stump killer pesticide manufactured for the purpose shall be applied to stumps according to manufacturer's specifications.

It is recommended that a mechanical grinder attached to an excavator be used for the removal of brush and trees. Any brush and trees too large to grind shall be close cut with the logs and brush disposed offsite by the Contractor. The Contractor shall be responsible for obtaining all necessary permits for any disposal sites.

Certain trees may be left in place at the direction of the Drainage Superintendent. Any trees to be salvaged by the individual Owners shall be removed by the Owners with all resulting brush and branches cleaned up prior to the start of construction. If the Contractor agrees to remove any trees and set them aside for an Owner, the Owner will be responsible for any cleanup as above.

## **11. Existing Tile Drain**

The existing tile drain shall be maintained and repaired with the equivalent size HDPE smooth wall pipe. The outlet pipe was replaced with 18.5 metres of HDPE pipe as part of the culvert replacement. The sizes are in accordance with the engineers report dated March 15, 1958.

## **12. Environmental Considerations**

The Contractor shall take care to adhere to the following considerations.

1. All excavated and stockpiled material shall be placed a minimum of 1.5 metres from the top of the bank. Material shall not be placed in surface water runs or open inlets that enter the channel.
2. All granular and erosion control materials shall be stockpiled a minimum of 3.0 metres from the top of the bank. Material shall not be placed in surface water runs or open inlets that enter the channel.

3. All activities, including maintenance procedures, shall be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicle and equipment refuelling and maintenance shall be conducted away from the channel, any surface water runs, or open inlets. All waste materials shall be stockpiled well back from the top of the bank and all surface water runs and open inlets that enter the drain.

4. All construction in the channel shall be carried out during periods of low or no flow. The Contractor shall maintain a dry working area during construction.

### **13. Benchmarks**

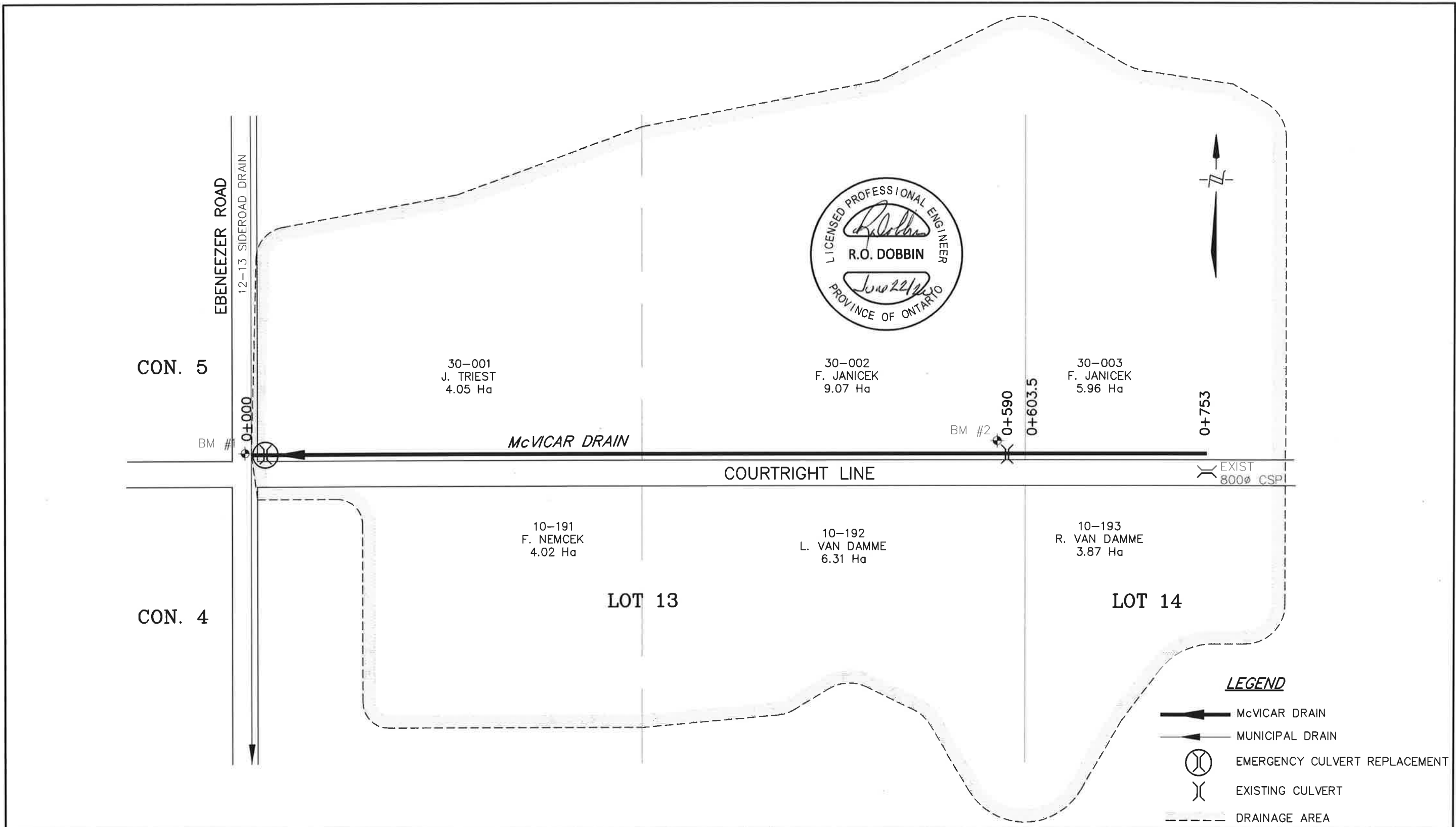
The benchmarks are not based on geodetic elevations. Elevations are available at the culvert locations shown on the profile drawings. Where these elevations are on existing structures to be replaced, they shall be moved prior to the removal of the culverts.

### **14. Miscellaneous**

Any subsurface drains encountered upstream of the culvert that conflict with the proposed culvert shall be extended to an outlet to the open channel to the approval of the Drainage Superintendent.

Any fences that must be removed to allow construction or maintenance shall be reinstalled by the Contractor using the existing materials.

It will be the owner's responsibility to mark all tile and tile mains prior to maintenance being carried out.



**LEGEND**

- McVICAR DRAIN
- MUNICIPAL DRAIN
- EMERGENCY CULVERT REPLACEMENT
- EXISTING CULVERT
- DRAINAGE AREA



4218 Oil Heritage Road  
 Petrolia Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
 McVicar Drain Plan

PROJECT No.  
 2019-1081

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	JUNE 23, 2020	BVR
R. DOBBIN				
DRAWN				
B. VAN RUITENBURG				

SCALE 1: 3000  
 0 20 40 60m

**MUNICIPALITY of BROOKE-ALVINSTON**  
**McVICAR DRAIN PLAN**

**1**  
**OF 3**

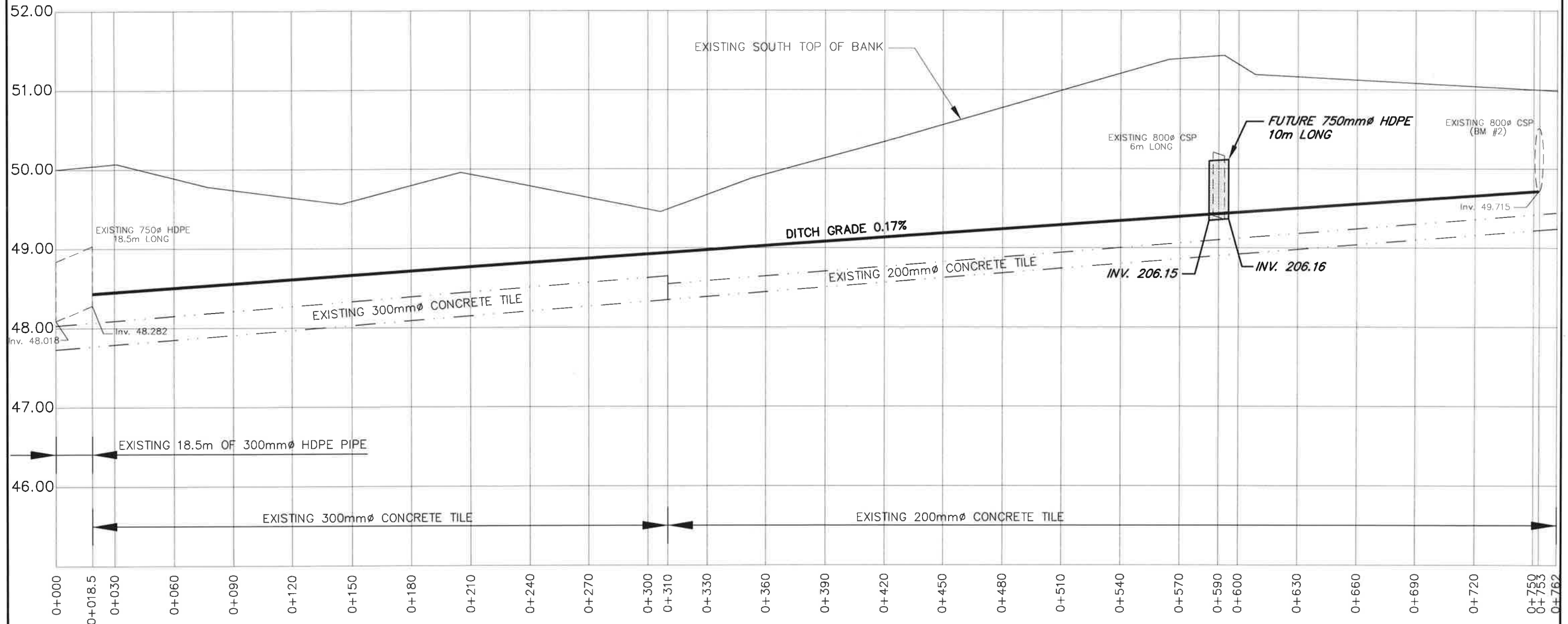
**GENERAL NOTES**

1. **BENCHMARK #1 ELEV. 50.000**  
 TOP NORTH EAST CORNER CONCRETE  
 BOX CULVERT 0+000 EBENEZER ROAD  
 AND COURTRIGHT LINE

**BENCHMARK #2 ELEV. 50.544**  
 TOP NORTH END OF EXISTING 800Ø  
 CSP CULVERT CROSSING COURTRIGHT LINE



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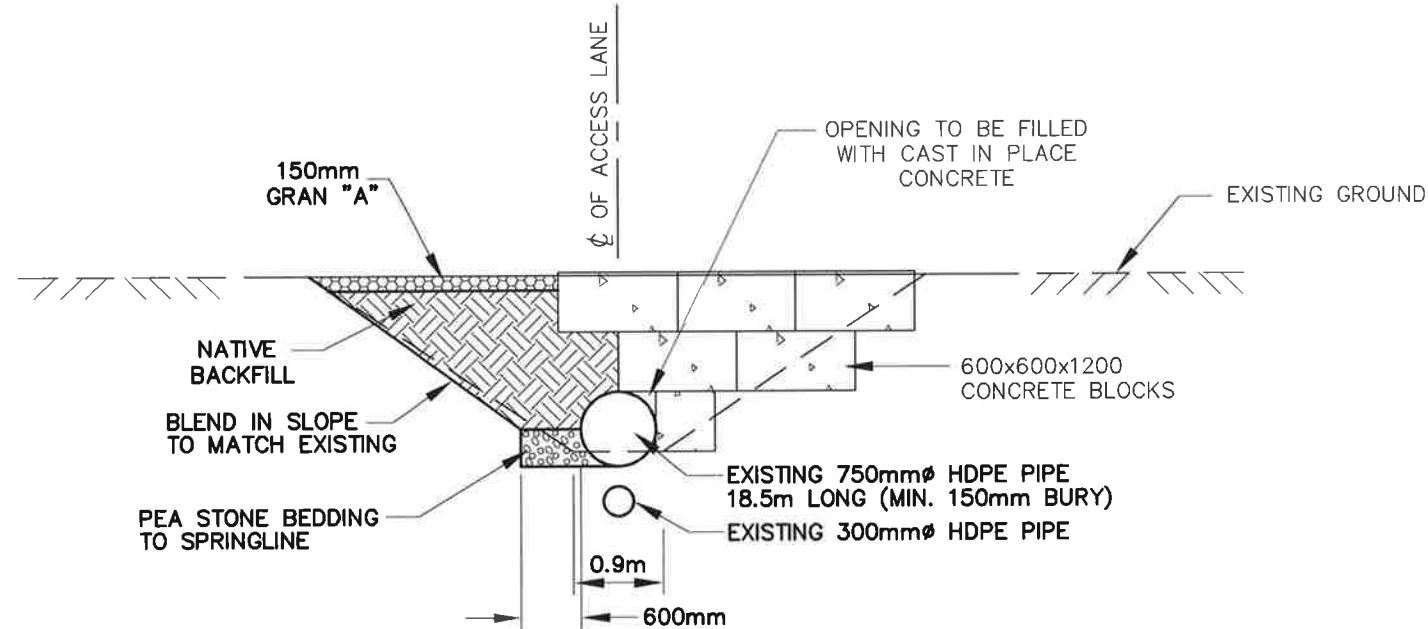


Page 204 of 252

<p style="font-size: small;">4218 Oil Heritage Road                  Petrolia Ontario, N0N 1R0                  Phone: (519) 882-0032 Fax: (519) 882-2233</p>	APPROVED R. DOBBIN	NO. REVISIONS DATE BY	<h2 style="margin: 0;">MUNICIPALITY of BROOKE-ALVINSTON</h2> <h3 style="margin: 0;">McVICAR DRAIN PROFILE</h3>	2 OF 3
	CHECKED R. DOBBIN	1 FINAL REPORT JUNE 23, 2020 BVR		
	DRAWN B. VAN RUITENBURG	SCALE: 1:2,000 		
DRAWING NAME: McVicar Drain Profile	PROJECT No. 201-1081			

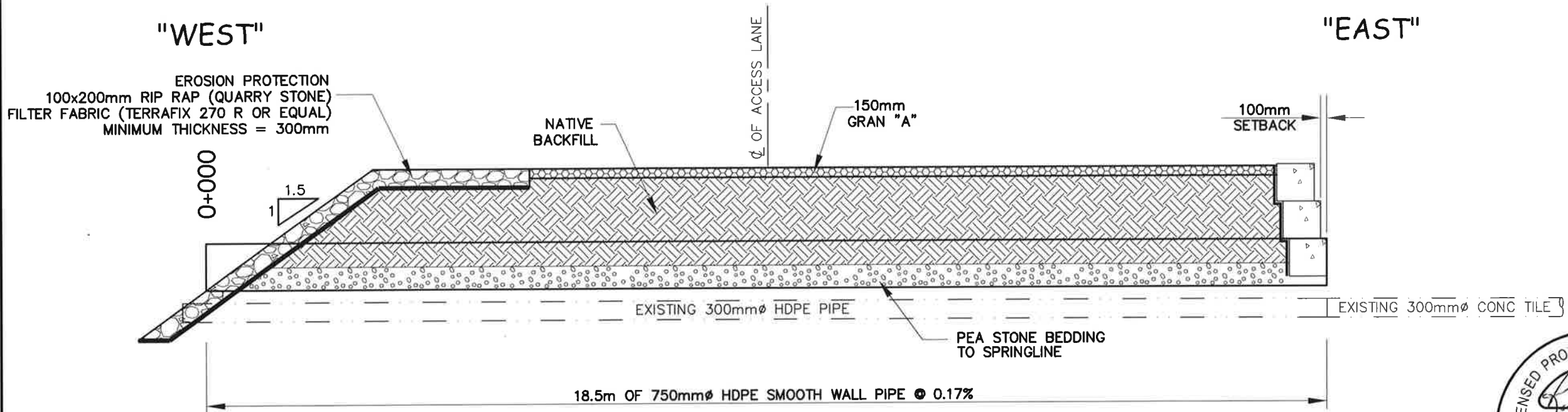
7.15.



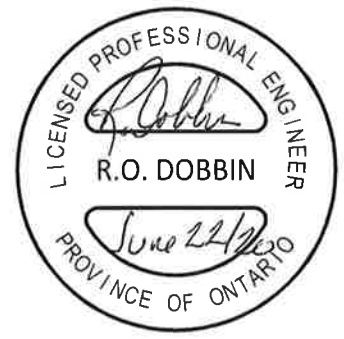


BENCHMARK #1 ELEV. 50.000  
 TOP NORTH EAST CORNER CONCRETE  
 BOX CULVERT 0+000 EBENEZER ROAD  
 AND COURTRIGHT LINE

EXISTING PIPE END SECTION  
CULVERT #1 - 0+000



EXISTING CROSS-SECTION  
CULVERT #1 - 0+000



4218 Oil Heritage Road  
 Petrolia Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233

PROJECT No.  
 2019-1081

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED R. DOBBIN	1	FINAL REPORT	JUNE 23, 2020	BVR
DRAWN B. VAN RUITENBURG	SCALE 1:75			

MUNICIPALITY of BROOKE-ALVINSTON  
 McVICAR DRAIN  
 EMERGENCY CULVERT DETAIL 750mmØ

3  
 OF 3

**ENCLOSURE**

McVicar Drain  
Municipality of Brooke-Alvinston  
June 22, 2020

**ESTIMATED NET ASSESSMENT**

Conc.	Lot or Part	Roll No.	Owner	Total	Grant	Allowance	Net Assessment
<b>Agricultural Lands</b>							
4	W1/2 L13	10-191	F. Nemcek	565.00	188.33		376.67
	E1/2 L13	10-192	L. Van Damme	886.00	295.33		590.67
	W1/2 L14	10-193	R. Van Damme	546.00	182.00		364.00
5	W1/2 L13	30-001	J. Triest	6,889.00	2,296.33	100.00	4,492.67
	E1/2 L13	30-002	F. Janicek	2,551.00	850.33		1,700.67
	W1/2 L14	30-003	F. Janicek	1,676.00	558.67		1,117.33
<b>Public Lands: Roads</b>							
<b>Courtright Line</b>							
			County of Lambton	4,204.00			4,204.00
			Totals	17,317.00	4,371.00	100.00	12,846.00



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Consideration of the Logan Drain  
**Meeting:** Council - 13 Aug 2020  
**Department:** Drainage  
**Staff Contact:** Ray Dobbin, Engineer

### Recommendation:

**That the Council of the Municipality of Brooke-Alvinston refer the drain report on the Logan Drain back to the Engineer for revisions.**

### Background:

Due to COVID-19 restrictions, the consideration of the Logan Drain Report was held on-site with assessed members and the appointed Council member Dave Ferguson (Notice attached). It was reported that the assessed owners: Ken Minten was in attendance. Engineer Ray Dobbin led the meeting to consider the report and submitted notes of the meeting.

### Comments:

Mr. Minten would like the outlet of Branch No. 2 extended from the proposed connection to Branch No. 1 east to an outlet to the open channel, a distance of approx. 130 metres. He also requested that a hickenbottom (4) be installed on each drain on the upstream side of his lane. These would be at his cost. Since it is unlikely that a tile drain can be constructed in 2020, it was suggested that the Logan Drain Branches could be constructed at the same time as the Ruth Drain in 2021.

### Financial Considerations:

The estimated cost of the work for this report is \$101,115.00 including associated costs

### ATTACHMENTS:

[Notice - Logan Drain Meeting](#)

[Logan Drain Branches No. 2 to 6 Report](#)

3236 River St. P.O. Box 28  
Alvinston, ON N0N 1A0

Phone: 519.898.2173  
Fax: 519.898.5653



July 27, 2020

## NOTICE OF CONSIDERATION OF DRAINAGE WORKS Logan Drain

Dear Sir and/or Madam:

You are hereby notified that the Engineer appointed by the Council of the Municipality of Brooke-Alvinston under the *Drainage Act, 1990*, did, file at our office a report on the Thompson Drain Extension

This report will be considered **Thursday, August 6, 2020 at 10:00 a.m. in the driveway at 8375 Churchill Line (K. Minten).**

Due to COVID-19, a municipal representative will be in attendance at this meeting and any recommendations from the meeting will be forwarded to the August 13, 2020 Council meeting.

Attached is a copy of the Engineer's Report for the proposed drainage work for your perusal prior to the meeting. Please bring your copy of the report to the meeting.

If you wish to object to the report, please submit your written objections to the undersigned prior to the meeting.

### **APPEALS AGAINST ASSESSMENT ARE NOT CONSIDERED AT THIS MEETING.**

If the report is adopted, you will receive a copy of the provisionally adopted by-law indicating the assessments and notifying you of the date of the first sitting of the Court of Revision. You are hereby requested to take notice that the proposed work included in the report will be commenced after all appeals have been finally resolved.

Janet Denkers  
Clerk Administrator



4218 Oil Heritage Road  
 Petrolia, Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233  
 www.dobbineng.com

July 10, 2020

The Mayor and Council  
 Municipality of Brooke-Alvinston  
 3236 River Street  
 Alvinston, Ontario  
 N0N 1A0

Gentlemen and Mesdames:

**Re: Logan Drain Branches No. 2 to 6**

In accordance with your instructions I have undertaken an examination of the existing drainage in the E1/2 Lot 22, Concession 14 in the Municipality of Brooke-Alvinston with regards to improving the existing drainage works. The course of the work has been surveyed with levels taken in stations of 30 metres or part thereof.

Authorization under the Drainage Act

Under section 78 of the Drainage Act, Council may undertake and complete the maintenance or repair of any drainage works constructed under a bylaw passed under this Act or its predecessor. Section 78 is to be used where it is considered expedient to change the course of the drainage works, or to make a new outlet for the whole or any part of the drainage works, or to construct a tile drain under the bed of the whole or any part of the drainage works as ancillary thereto, or to construct, reconstruct or extend embankments, walls, dykes, dams, reservoirs, bridges, pumping stations, or other protective works as ancillary to the drainage works, or to otherwise improve, extend to an outlet or alter the drainage works or to cover the whole or any part of it, or to consolidate two or more drainage works.

A request under section 78 was received by Council to carry out improvements on the Logan Drain Branch No. 2, No. 3, No. 4, No. 5 and No. 6.

Existing Conditions

The Logan Drain consists of the Main Drain and 6 branches. The Main Drain consists of an open channel that outlets to the Edgar Drain in the W1/2 Lot 24, Concession 13. It extends upstream in a generally northwesterly direction to a point in the W1/2 Lot 23 where it crosses into concession 14, thence northwesterly to the Lot 22/23 line, and thence northerly to the outlet of the Ruth Drain approx. 685 metres south of Churchill Line. The total length of open channel is approx. 2,382 metres.

Branch No. 1 of the Logan Drain consists of a tile drain that outlets to the channel in the west part lot 23, concession 13. It extends in a generally northwest direction as a covered drain to the west side of White Pine Road in concession 14. It also includes Branch No. 1A that extends north to the south boundary of the north part of the W1/2 Lot 22. Branch no. 1 and 1A were last improved under an engineer's report dated November 8, 2015.

Branch No. 2 of the Logan Drain consists of a tile drain that extends from Branch No. 1 of the Logan Drain. It connects to Branch No. 1 in the vicinity of the concession 13/14 line near the east side of the E1/2 Lot 22. It extends generally north thence northwest to the west boundary of the E1/2 Lot 22 approx. 582 metres north of the concession 13/14 line.

Branch No. 3 of the Logan Drain consists of a tile drain that outlets to the channel portion of the Logan Drain on the east side of the E1/2 Lot 22. It extends generally west to the west side of the E1/2 Lot 22.

Branch No. 4 of the Logan Drain consists of a tile drain that outlets to Branch No. 3 and extends generally west to the west side of the E1/2 Lot 22.

Branch No. 5 of the Logan Drain consists of a tile drain that outlets to Branch No. 3 and extends generally northwest to the west side of the E1/2 Lot 22.

Branch No. 6 of the Logan Drain consists of a tile drain that outlets to the Ruth Drain and extends generally west to the west side of the E1/2 Lot 22.

Branches 2 to 6 were installed privately in the late seventies and were incorporated as part of the drainage works under an engineer's report dated March 7, 2000. A junction box with an offset catchbasin was installed at the top end of each branch. The catchbasin was offset so that it could be placed in the low run from the upstream property

The Logan Drain provides outlet to the Ruth Drain in the W1/2 Lot 22, a municipal drainage works consisting of a covered drain that extends north across Churchill Line to Arkona Road in the Township of Warwick.

#### Drain Classification

The Logan Drain Branches consist of covered drains and are therefore unrated. The channel portion of the Logan Drain is unrated according to the Ministry of Agriculture, Food and Rural Affairs Ag Map.

### On Site Meeting

An onsite meeting for this drain was held on October 29, 2019 at 8375 Churchill Line. There is significant erosion along the existing drains due to the lack of capacity. The owner would like the existing drains replaced with tile drains of sufficient capacity.

### Design

The proposed tile drain shall be designed to accommodate a drainage coefficient of 12mm/24hrs for subsurface drainage and an additional 25mm/24hrs for surface water entering the system via catchbasins (total = 37 mm/24 hours). This is generally acceptable for lands used for cash crops with provision for surface water as per the Drainage Guide for Ontario (Publication 29). Tile design criteria include an assumed minimum tile depth of 700 mm plus diameter of tile and a minimum freeboard of 300mm at outlet.

### Recommendations

It is therefore recommended that the following work be carried out:

1. Branch No. 2 shall be replaced with a covered drain with sufficient capacity for surface and subsurface waters.
2. Branch No. 3 shall be replaced with a covered drain with sufficient capacity for surface and subsurface waters.
3. Branch No. 4 shall be replaced with a covered drain with sufficient capacity for surface and subsurface waters.
4. Branch No. 5 shall be replaced with a covered drain with sufficient capacity for surface and subsurface waters.
5. Branch No. 6 shall be replaced with a covered drain with sufficient capacity for surface and subsurface waters.

It is intended to connect the proposed tile drains directly to the existing catchbasins. The existing tile drains shall be abandoned and considered private drains. They shall remain connected to the upstream catchbasins at the discretion of the owner of the E1/2 Lot 22.



### Estimate of Cost

It is recommended that the work be carried out in accordance with the accompanying Specification of Work and Profile that forms part of this Report. There has been prepared an Estimate of Cost in the amount of \$101,115.00, including engineering, attendance at meetings and tendering.

A Plan has been prepared showing the location of the work and the approximate drainage area. A Profile is included showing the depths and grades of the proposed work.

### Assessment

As per Section 21 of the Drainage Act, the Engineer in his report shall assess for benefit and outlet for each parcel of land and road liable for assessment.

Lands, roads, buildings, utilities, or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance, or repair of a drainage works may be assessed for benefit. (Section 22)

Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse may be assessed for outlet. The assessment for outlet shall be based on the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments. (Section 23)

The Engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. (Section 24)

A Schedule of Assessment for the lands and roads affected by the work and therefore liable for the cost thereof will be prepared as per the Drainage Act. Also, assessments may be made against any public utility or road authority, as per Section 26 of the Drainage Act, for any increased cost for the removal or relocation of any of its facilities and plant that may be necessitated by the construction or maintenance of the drainage works. Items to be assessed under Section 26 shall be tendered separately with the actual cost plus a portion of the engineering (25% of the cost).

The cost of any approvals, permits or any extra work, beyond that specified in this report that is required by any utility, conservation authority, government ministry or organization (federal or provincial), or road authority shall be assessed to that organization requiring the permit, approval, or extra work.

The estimated cost of Branches No. 3, No. 4, No. 5 and No. 6 have generally been assessed with 2/3 of the estimated cost to the downstream property as benefit assessment and 1/3 of the estimated cost to the upstream property as outlet assessment.

The estimated cost of Branch No. 2 has generally been assessed with 75% of the cost assessed to the E1/2 Lot 22 as benefit assessment and the remainder of the cost assessed to the W1/2 Lot 22 as outlet assessment.

The estimated cost of Branches 3 to 6 have generally been assessed with 67% of the cost assessed to the E1/2 Lot 22 as benefit assessment and the remainder of the cost assessed to the W1/2 Lot 22 as outlet assessment.

### Allowances

Under Section 30 of the Drainage Act, the Engineer shall determine the amount to be paid to persons entitled thereto for damage, if any, to ornamental trees, lawns, fences, land and crops occasioned by the disposal of material removed from a drainage works. This shall be considered an allowance for damages.

Allowances have been as per Section 30 of the Drainage Act for damages to lands and crops. Allowances for right of way are based on a land value of \$24,700.00 per hectare (\$10,000.00 per acre). Allowances for crop loss are based on \$1,500.00 per hectare for the first year and \$750.00 for the second year (\$2,250.00 per hectare total).

### Access and Working Area

Access to the work site for construction and future maintenance shall be From Churchill Line (#8375). The exact location of the access should be confirmed with the Landowner prior to construction. This access to the working area shall be restricted to a width of 6 metres.

The working area for the construction and maintenance of the proposed tile drain shall be restricted to a width of 20 metres along the length of the drainage works centered on the proposed drain.

### Restrictions

No trees and shrubs shall be planted nor shall permanent structures be erected within 25 metres of the proposed drain without prior written permission of Council.

Attention is also drawn to Sections 80 and 82 of the Drainage Act, which refer to the removal of obstructions in a drain and damage caused to a drain.

Agricultural Grant

It is recommended that application for subsidy be made, if available, for eligible agricultural properties. Any assessments against non-agricultural properties are shown separately in the Schedules of Assessment.

Maintenance

Upon completion of the work, the drainage works shall be maintained as per the Schedules of Assessment, less any Special Benefit, enclosed with this report unless otherwise altered under provisions of the Drainage Act or as outlined below.

Catchbasins shall generally be maintained and repaired with 2/3 of the cost assessed to the upstream property, and 1/3 of the cost assessed to the downstream property.

The outlet works (Branch No. 3) shall be maintained and repaired with the cost divided between the upstream properties based on hectares affected contained in the Schedule of Assessment.

The drain shall be maintained as per the specifications and grades as shown on the Profile contained in this Engineers Report.

Yours truly,



Ray Dobbin, P. Eng.  
R. Dobbin Engineering Inc.



Logan Drain  
Township of Brooke-Alvinston  
July 10, 2020

### ALLOWANCES

The following allowances have been made under the Drainage Act as per section 29 for right of way and section 30 for damages to lands and crops.

Conc.	Lot or pt Lot	Roll No.	Owner	Section 30	Total
Branch 2					
14	E1/2L22	50-132	J. & T. Lammers	3,416.00	
	Npt.W1/2L22	50-131	R. I., M. & R. B. King	<u>100</u>	3,516.00
Branch 3					
14	E1/2L22	50-132	J. & T. Lammers	1,580.00	
	Npt.W1/2L22	50-131	R. I., M. & R. B. King	<u>100.00</u>	1,680.00
Branch 4					
14	E1/2L22	50-132	J. & T. Lammers	606.00	
	Npt.W1/2L22	50-131	R. I., M. & R. B. King	<u>100.00</u>	706.00
Branch 5					
14	E1/2L22	50-132	J. & T. Lammers	1,106.00	
	Npt.W1/2L22	50-131	R. I., M. & R. B. King	<u>100.00</u>	1,206.00
Branch 6					
14	E1/2L22	50-132	J. & T. Lammers	1,215.00	
	Npt.W1/2L22	50-131	R. I., M. & R. B. King	<u>100.00</u>	<u>1,315.00</u>
<b>Total Allowances</b>					<b>\$8,423.00</b>

**ESTIMATE OF COST**

To make improvements to the Logan Drain Branches No. 2 to 6.

**Branch No. 2**

	Quantity	Unit	Material	Labour	Total
Allowances:					3,516.00
Concret Tile					
450 mm dia	210	m	5,780.00	3722.00	9,502.00
350 mm dia.	210	m	3,927.00	2894.00	6,821.00
300 mm dia.	351	m	5,560.00	4146.00	9,706.00
Drainage Stone			100.00		100.00
Connect to Existing Catchbasin				580.00	580.00
Connect to Existing Tile Drain			500.00	580.00	1,080.00
Miscellaneous					<u>1,543.00</u>
Sub total					32,848.00
Engineering					6,174.00
Inspection					1,700.00
net GST					<u>1,116.00</u>
<b>Total - Branch No. 2</b>					<b>\$41,838.00</b>

**Branch No. 3**

2 of 5

	Quantity	Unit	Material	Labour	Total
Allowances:					1,680.00
Concrete Tile					
450 mm dia.	54	m	2,916.00	957.00	3,873.00
400 mm dia.	85	m	1,898.00	1339.00	3,237.00
300 mm dia.	180	m	2,852.00	2126.00	4,978.00
450 mm dia. HDPE pipe	6	m	550.00	425.00	975.00
Drainage Stone			150.00		150.00
Connect to Existing Catchbasin				580.00	580.00
Erosion Protection			525.00	290.00	815.00
Miscellaneous					694.00
Sub total					16,982.00
Engineering					3,060.00
Inspection					1,020.00
net GST					572.00
<b>Total - Branch No. 3</b>					<b>\$21,634.00</b>

**Branch No. 4**

3 of 5

	Quantity	Unit	Material	Labour	Total
Allowances:					706.00
Concrete Tile (300 mm dia.)	180	m	3,852.00	2126.00	5,978.00
Drainage Stone			100.00		100.00
Connect to Existing Catchbasin				580.00	580.00
Connect to Existing Tile Drain			300.00	580.00	880.00
Drainage Stone					
Miscellaneous					<u>231.00</u>
Sub total					8,475.00
Engineering					1,554.00
Inspection					680.00
net GST					<u>300.00</u>
<b>Total - Branch No. 4</b>					<b>\$11,009.00</b>

**Branch No. 5**

4 of 5

	Quantity	Unit	Material	Labour	Total
Allowances:					1,206.00
Concrete Tile (300 mm dia.)	287	m	4,546.00	3390.00	7,936.00
Drainage Stone			100.00		100.00
Connect to Existing Catchbasin				580.00	580.00
Connect to Existing Tile Drain			300.00	580.00	880.00
Miscellaneous					<u>415.00</u>
Sub total					11,117.00
Engineering					1,983.00
Inspection					680.00
net GST					<u>378.00</u>
<b>Total - Branch No. 5</b>					<b>\$14,158.00</b>



**Branch No. 6**

5 of 5

	Quantity	Unit	Material	Labour	Total
Allowances:					1,315.00
Concrete Tile (300 mm dia.)	246	m	3,897.00	2906.00	6,803.00
Drainage Stone			100.00		100.00
Connect to Existing Catchbasin				580.00	580.00
Connect to Existing Tile Drain			400.00	580.00	980.00
Miscellaneous					<u>368.00</u>
Sub total					9,778.00
Engineering					1,693.00
Inspection					680.00
net GST					<u>325.00</u>
Total - Branch No. 6					\$12,476.00
Total - Branch No. 5					\$14,158.00
Total - Branch No. 4					\$11,009.00
Total - Branch No. 3					\$21,634.00
Total - Branch No. 2					<u>\$41,838.00</u>
<b>Total Estimate</b>					<b>\$101,115.00</b>



Schedule of Assessment (cont'd)

Conc.	Lot or pt Lot	Hect. Affected	Roll No.	Owner	Benefit	Outlet	Total
<b>Branch No. 4</b>							
Agricultural Land							
14.00	Npt.W1/2L22 E1/2L22	1.70 2.50	50-131 50-132	R. I., M., & R. B. King J. & T. Lammers	7,339.00	3,670.00	3,670.00 7,339.00
					7,339.00	3,670.00	11,009.00
					<u>3,670.00</u>		
				Total Assessment - Branch No. 4	11,009.00		
				Branches No. 1 to 6		2.00	
<b>Branch No. 5</b>							
Agricultural Land							
14.00	Npt.W1/2L22 E1/2L22	0.85 1.17	50-131 50-132	R. I., M., & R. B. King J. & T. Lammers	9,438.00	4,720.00	4,720.00 9,438.00
					9,438.00	4,720.00	14,158.00
					<u>4,720.00</u>		
				Total Assessment - Branch No. 5	14,158.00		

Schedule of Assessment (cont'd)

Conc.	Lot or pt Lot	Hect. Affected	Roll No.	Owner	Benefit	Outlet	Total
<b>Branch No. 6</b>							
Agricultural Land							
14.00	Npt. W1/2L22 E1/2L22	0.65 1.94	50-131 50-132	R. I., M., & R. B. King J. & T. Lammers	8,317.00	4,159.00	4,159.00 8,317.00
					8,317.00	4,159.00	12,476.00
					4,159.00		
					12,476.00		
					14,158.00		
					11,009.00		
					21,634.00		
					41,838.00		
					<b>\$101,115.00</b>		

Logan Drain Branches No. 2, No. 3, No. 4, No. 5 and No. 6  
Municipality of Brooke-Alvinston  
July 10, 2020

## **SPECIFICATION OF WORK**

### **1. Location**

The Logan Drain Branches No. 2, No. 3, No. 4, No. 5 and No. 6 is located in the E1/2 Lot 22, Concession 14 in the Municipality of Brooke-Alvinston.

### **2. Scope of Work**

The work shall be completed in the E1/2 Lots 22, Concession 14 in the Municipality of Brooke-Alvinston. The work to be included in this specification includes but is not limited to the following:

- a) Branch No. 2 - Supply and install approx. 771 metres of 450 mm to 300 mm dia. concrete tile with connection to Branch No. 1.
- b) Branch No. 3 – Supply and install approx. 325 metres of 400 mm and 300 mm dia. concrete tile with outlet works to the Logan Drain.
- c) Branch No. 4 – Supply and install approx. 180 metres of 300 mm dia. concrete tile with connection to Branch No. 3.
- d) Branch No. 5 – Supply and install approx. 287 metres of 300 mm dia. concrete tile with connection to Branch No. 3.
- e) Branch No. 6 – Supply and install approx. 246 metres of 300 mm dia. concrete tile with connection to the Ruth Drain.

The above shall include connections to existing catchbasins and related work.

### **3. General**

Each tenderer must inspect the site prior to submitting their tender and satisfy themselves by personal examination as to the local conditions that may be encountered during this project. The Contractor shall make allowance in their tender for any difficulties which they may encounter. Quantities or any information supplied by the Engineer is not guaranteed and is for reference only.

All work and materials shall be to the satisfaction of the Drainage Superintendent who may vary these specifications as to minor details but in no way decrease the proposed capacity of the drain.

The Contractor shall be responsible for the notification of all utilities prior to the start of construction.

Measurement for Payment Clauses have not been included in these specifications and will be part of the Construction document. If the Construction document has not identified Measurement for Payment Clauses, the Contractor must notify the Municipality of Brooke-Alvinston and request clarification 2 days prior to pricing the project.

#### **4. Plans and Specifications**

These specifications shall apply and be part of the Contract along with the General Specifications for Closed Drains and the General Specifications for Open Drains. This Specification of Work shall take precedence over all plans and general conditions pertaining to the Contract. The Contractor shall provide all labour, equipment, and supervision necessary to complete the work as shown in the Plans and described in these specifications. Any work not described in these specifications shall be completed according to the Ontario Provincial Standard Specifications and Standard Drawings.

Any reference to the Owner contained in these Contract Documents shall refer to the Municipality of Brooke-Alvinston or the Engineer authorized by the Municipality of Brooke-Alvinston to act on its behalf.

#### **5. Health and Safety**

The Contractor at all times shall be responsible for health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

When applicable, the Contractor shall be responsible for traffic control as per the Ontario Traffic Manual Book 7 – Temporary Conditions (latest revision).

The Contractor shall be responsible to ensure that all procedures are followed under the Occupational Health and Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of non-compliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health and Safety Act could be cause for the issuance of a stop work order or even termination of the Contract.

The Contractor shall also ensure that only competent workers are employed onsite and that appropriate training and certification is supplied to all employees.

The Contractor shall submit their traffic control plan within 10 working days of notice of award. Road closures will not be permitted on this project without the approval of the Municipality of Brooke-Alvinston.

## **6. Workplace Safety and Insurance Board**

The Contractor hereby certifies that all employees and officers working on the project are covered by benefits provided by the Contractor. The WSIB Clearance Certificate must be furnished prior to the execution of the Contract and updated every 90 days.

## **7. Benchmarks**

The benchmarks are based on geodetic elevations. Elevations are available at the locations shown on the Plan and Profile drawings. Where these elevations are on existing structures to be replaced, they shall be transferred by the Contractor prior to their removal.

The Contractor is required to complete a benchmark loop prior to construction to verify the benchmarks. If discrepancies exist, the Contractor must notify the Drainage Superintendent and Engineer prior to completing any installation.

## **8. Access and Working Area**

Access to the work site for construction and future maintenance shall be from Churchill Line (8375) and along existing lanes or as approved by the owner prior to construction. This access to the working area shall be restricted to a width of 6 metres.

The working area for the construction of the proposed tile drain shall be restricted to a width of 20 metres along the length of the drainage works centered on the proposed drain.

## **9. Expose Existing Tile**

The existing concrete tile on all 6 branches shall be exposed prior to construction in several locations (minimum 3) so that the exact location of these tiles can be confirmed. The invert of Branch No. 1 is to be confirmed at the point of connection of Branch No. 2 with adjustments to the elevation and grade for Branch No. 2 made to the approval of the Engineer. The invert of Ruth Drain is to be confirmed at the point of connection of

-SP4-

Branch No. 6 with adjustments to the elevation and grade for Branch No. 6 made to the approval of the Engineer.

The angle of connection of the proposed drains shall be determined at the time of exposure. If fittings (i.e. bends or PE pipe) are required to make connection, the fittings will be determined at this time.

#### **10. Installation of Tile**

The Contractor shall supply, install, and backfill the specified sizes of tile and pipe to the depths and grades as shown on the drawings and as follows:

Branch No. 2: 771 metres of 450 mm to 300 mm dia. concrete tile  
Branch No. 3: 325 metres of 400 mm and 300 mm dia. concrete tile  
Branch No. 4: 180 metres of 300 mm dia. concrete tile  
Branch No. 5: 287 metres of 300 mm dia. concrete tile  
Branch No. 6: 246 metres of 300 mm dia. concrete tile

Concrete tile shall conform to ASTM C412, extra quality. Tile shall have a circular interior and exterior shape.

It is intended that the tile be installed approximately 2 metres from the existing tile. The existing tile shall be left undamaged. The exact location of tile can be changed under the direction of the Drainage Superintendent.

The trenching and laying of the concrete tile shall be done by wheel machine to ensure a smooth bottom. An excavator may be used in areas of soil instability if approved by the Engineer. Any tile installed with an excavator shall be bedded with drainage stone from the bottom of the excavation to the springline of the tile.

All tile joints shall be wrapped with a minimum 300mm width of Terrafix 270R (or approved equal) filter fabric. The filter fabric shall be overlapped by 450mm at the top of the tile. The tile shall be laid in straight lines or on smooth gradual curves with a minimum radius or 25m.

Where approved by the Engineer (or specified) concrete tile may be laid in tighter curves by sawcutting joints. The maximum deflection of one concrete tile joint shall be 22 degrees. Turns of greater than 22 degrees shall require the use of manufactured bends (PE smooth wall).



-SP5-

Laser control shall be used to ensure proper grades. The grades calculated on the Profile are to the invert of the tile and pipe with allowances to be made by the Contractor for the wall thickness of the tile and pipe. The depths shown and figured are from ground level to the invert of the pipe along the line of the proposed drain. Should an error appear in the figured depth at any station or stations, the grade shall be made to correspond with that shown on the Profile without extra charge.

Prior to backfilling, the tile shall be covered manually to a depth of approx. 100mm over the pipe to ensure that the tile and pipe are not displaced by large clumps of earth. The trench shall be backfilled with excavated material free of stones, broken tile or other deleterious material. All stones larger than 100mm in diameter evident immediately after construction shall be picked up by the Contractor and disposed offsite. The Landowners are responsible for stones after that. The excess material shall be levelled into the existing open channel.

If the land level must be lowered in order to carry out trenching operations, then it is up to the Contractor to determine if it is necessary and include any extra cost involved. They shall first strip the topsoil to its full depth and stockpile it along one side of the working width and then grade the area to allow the trenching to be carried out. All excavated material shall be windrowed on the side opposite the trench that the topsoil is stockpiled. After trenching and backfilling operations are complete, the topsoil shall be spread to its original depth.

Agricultural tubing cannot be installed by an excavator without written approval from the pipe manufacture guarantee that the tile will not be compromised from the method of installation

All areas disturbed by construction shall be left in a condition suitable for cultivation.

The Contractor shall not operate any trenching or backfill equipment, delivery trucks or equipment, pickup trucks or other vehicles along or over the trench during or after construction. The Contractor shall be responsible for any damage caused by any equipment or vehicles operated over the trench. If the Contractor must cross the trench, he will do so in one area.

The Landowners are also warned not to operate farm equipment over the trench or along the length of the trench for 1 year after construction in order to protect the tile.

### **11. Connect Subsurface Drainage to Tile**

The Landowners are responsible to mark all tile outlets entering the drain. The Landowner is responsible for all costs to maintain private tile outlets.

All existing subsurface drains encountered during construction of the tile drain shall be reconnected to the proposed tile drain unless otherwise noted on the drawings or as directed by the Drainage Superintendent.

For 100 mm and 150 mm subsurface drains, the upstream end of the subsurface drain shall be connected to the tile drain at a 45 degree angle. A suitable length of equivalent sized PE agricultural tubing shall be used to connect the drains. Manufactured fittings shall connect the PE tile to the existing drain and to the concrete tile. The connections shall be carefully backfilled to ensure there is adequate support under the pipe and large clumps of clay do not displace the tile. It is recommended that drainage stone be used under the connections at the tile drain.

### **12. Outlet Works (Branch No. 3)**

The outlet works shall consist of 6m of 450 mm dia. HDPE smooth wall pipe (320kPa) with a manufactured rodent rotating grate. It shall be installed at the outlet to the open channel portion of the Logan Drain.

Erosion protection made up of rip rap and filter fabric shall be installed on the channel side slope from the bottom of the channel to the top of the bank and for a distance of 1 metre on either side of the outlet pipe. It shall also extend across the backfilled channel.

Rip rap shall be made up of 100 mm to 250 mm quarry stone or approved equal. The area to receive the rip rap shall first be graded to allow the placement of the rip rap to a depth of 400mm below finished grade. After grading, a layer of filter fabric (Terrafix 270R or approved equal) is to be placed with any joints overlapped a minimum of 600 mm. Rip rap shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance.

### **13. Connection to Existing Drains**

Branch No. 2 is to be connected to the existing Branch No. 1 and Branch No. 6 is to be connected to the existing Ruth Drain (covered drain). The concrete tile shall be replaced at the point of connection and replaced with a HDPE manufactured tee. Branch No. 2 requires a 525 mm x 450 mm dia. tee and Branch No. 6 requires a 450 mm x 300 mm tee.

The joints between the concrete tile and HDPE tee/pipe shall be wrapped with filter cloth (Terrafix 270R or approved equal). HDPE pipe shall be used, if necessary between the tee and concrete tile.

The proposed Branch No. 4 and Branch No. 5 may cross the existing Branch No. 3. The existing tiles are to be reconnected to the proposed drain to the satisfaction of the Drainage Superintendent if found in conflict.

Any additional fittings (i.e. bends or PE pipe) required to make the connections will be determined when the existing tile are exposed.

#### **14. Silt Fence**

The Contractor shall construct a silt fence downstream of the proposed works. The silt fences shall consist of filter fabric approved for the purpose or straw bales across the bottom and to a height of 1 metre on each bank (OPSD 219.110). Either method shall be properly staked in place. The silt fence shall remain in place until all upstream pipes have been installed. Any sediment that has collected upstream of the silt fence shall be removed prior to the removal of the silt fence.

#### **15. Environmental Considerations**

The Contractor shall take care to adhere to the following considerations.

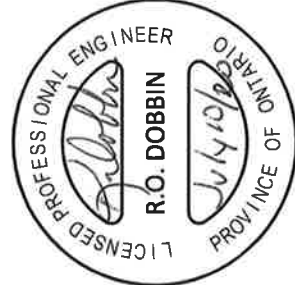
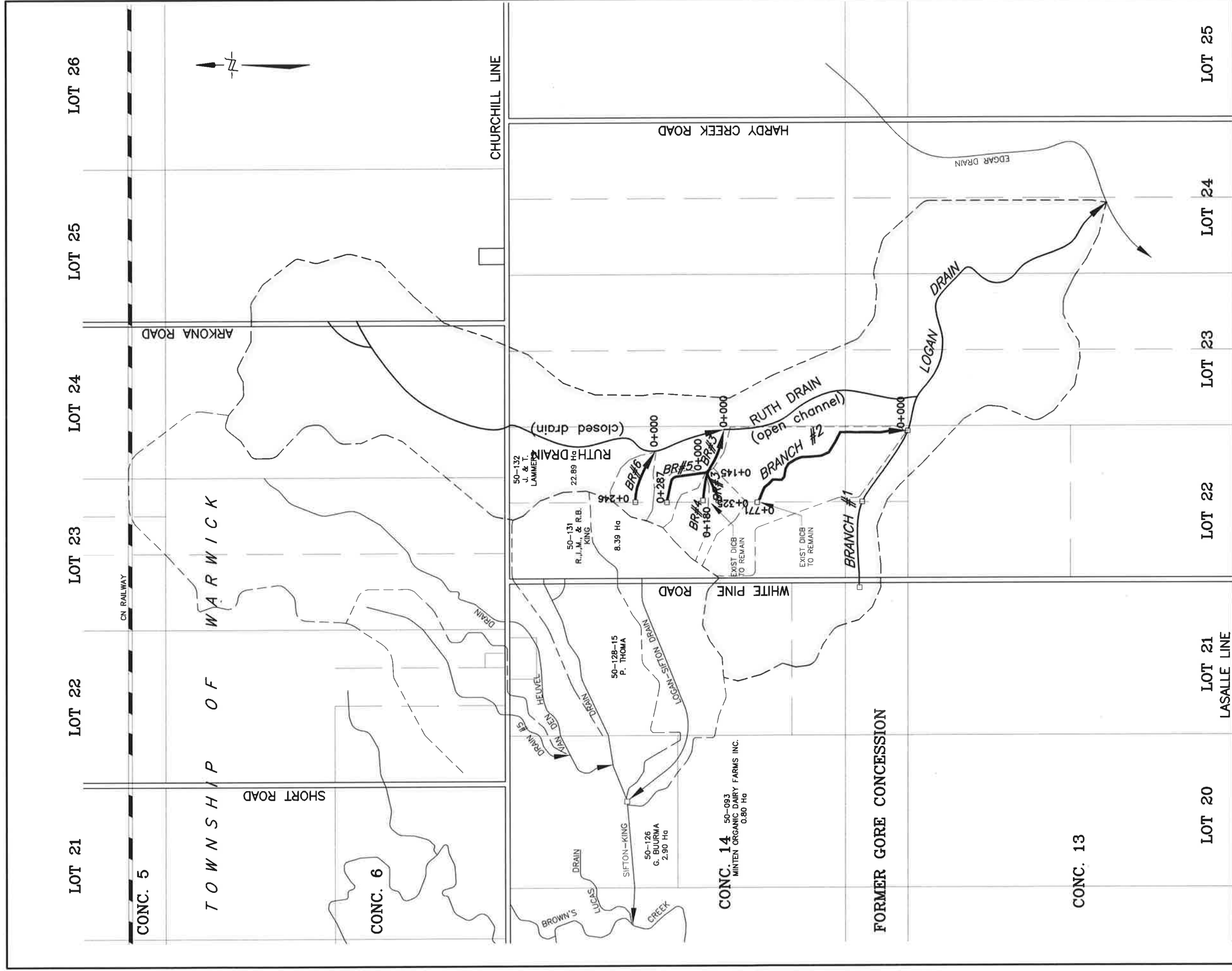
- Erosion and sediment control measures must be installed prior to construction to prevent sediment from entering the water body.
- All excavated and stockpiled material shall be placed a minimum of 1.5m from the top of bank along open channels. Material shall not be placed in surface water runs, open inlets or in areas regulated by the Conservation Authority or Ministry of Natural Resources.
- All activities, including maintenance procedures, shall be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicle and equipment refuelling and maintenance shall be conducted away from any surface water runs or open inlets. All waste materials shall be stockpiled well back from all surface water runs and open inlets that enter the drain.
- The Contractor shall conduct regular inspections and maintain erosion and sediment control measures and structures during the course of construction. The Contractor shall repair erosion and sediment control measures and structures if damage occurs.

-SP8-

- The Contractor shall remove non-biodegradable erosion and sediment control materials once site is stabilized.
- Remove all construction materials from site upon project completion.

**16. Miscellaneous**

Clear stone shall be placed as bedding for the concrete tile where poor soil conditions are encountered, where existing channels are crossed or as directed by the Drainage Superintendent.



PROJECT No.  
2019-1075

DRAWING NAME:  
Logan Drain Plan

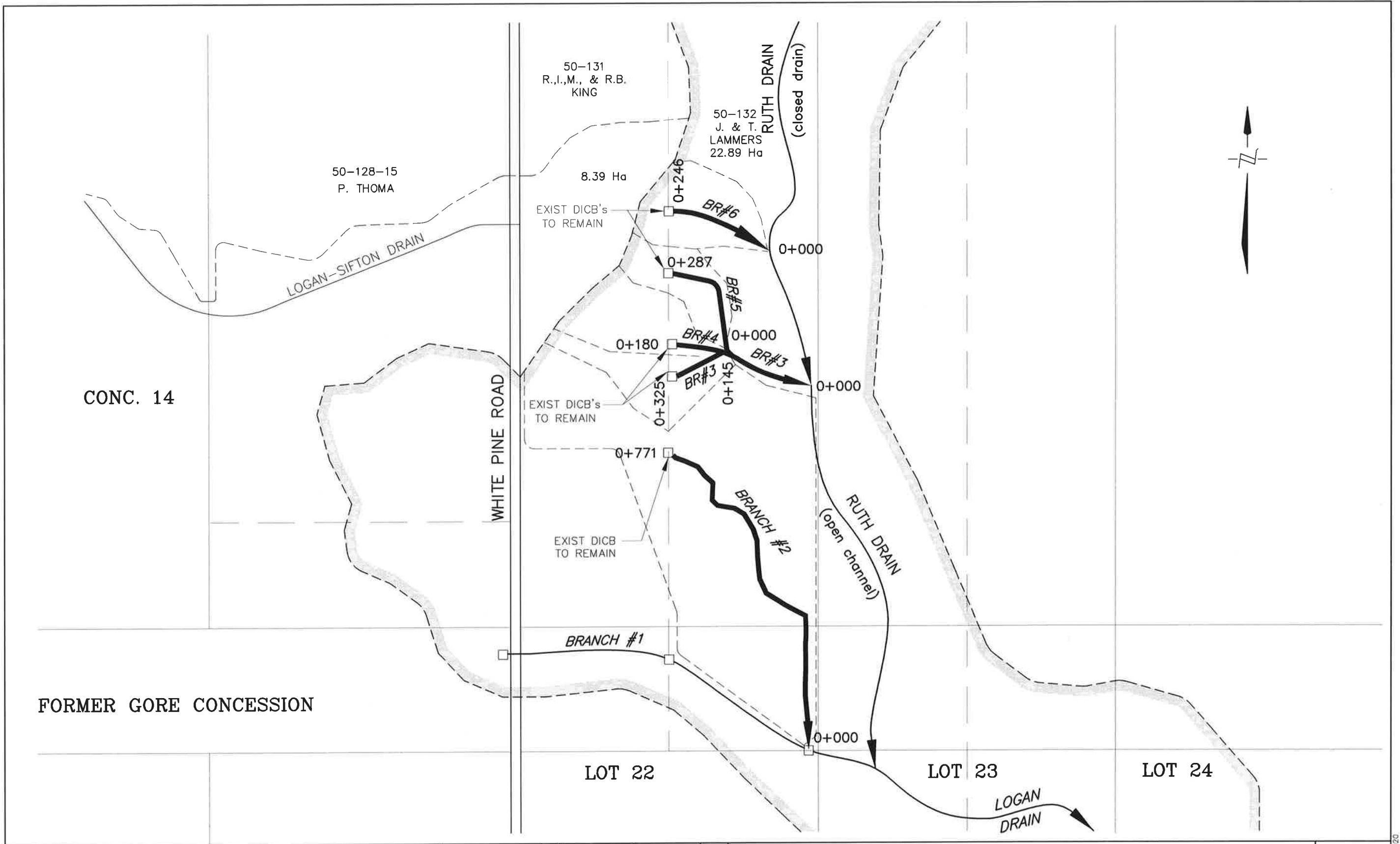
APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED J. WARNER	1	FINAL REPORT	JULY 10, 2020	BVR
DRAWN B. VAN RUITENBURG	SCALE: 1:15,000 0 400m			


# MUNICIPALITY of BROOKE-ALVINSTON

## LOGAN DRAIN PLAN

1

OF 8



	4218 Oil Heritage Road Petrolia Ontario, N0N 1R0 Phone: (519) 882-0032 Fax: (519) 882-2233	APPROVED	NO.	REVISIONS	DATE	BY	<h2 style="margin: 0;">MUNICIPALITY of BROOKE-ALVINSTON</h2> <h3 style="margin: 0;">LOGAN DRAIN DETAIL PLAN</h3>	<h1 style="margin: 0;">2 OF 8</h1>
	DRAWING NAME: Logan Drain Detail Plan	PROJECT No. 2019-1075	R. DOBBIN  CHECKED R. DOBBIN  DRAWN B. VAN RUITENBURG	1  0	FINAL REPORT  SCALE: 1: 7500 0 100 200 300m	JULY 10, 2020  BVR		

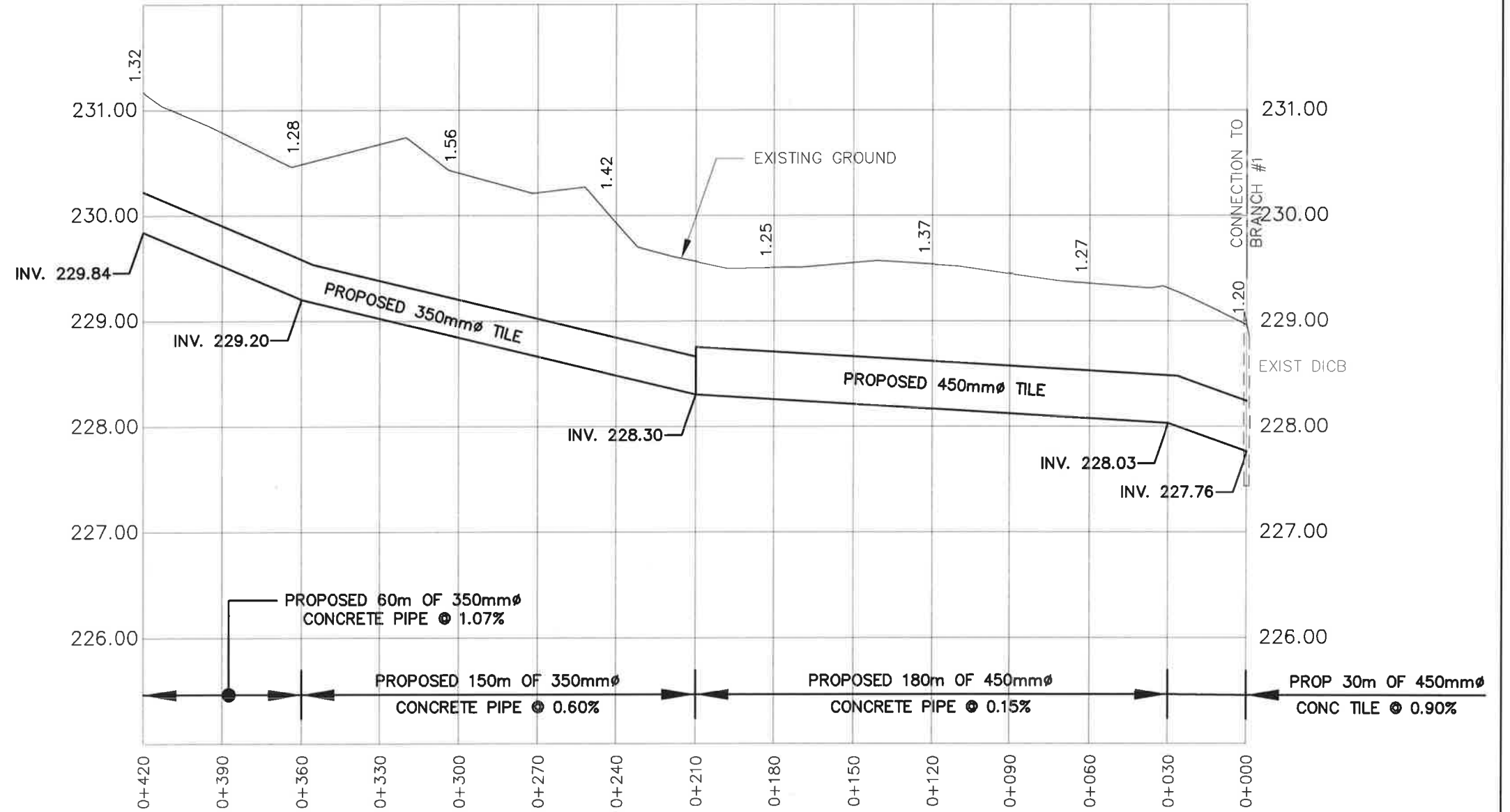
Last Updated: July 10, 2020

**GENERAL NOTES**

1. MASTER BENCHMARK ELEV. 241.088  
 TOP SOUTH EAST END OF EXISTING  
 1400Ø CSP CROSSING CHURCHILL LINE  
 STATION 0+905 (RUTH DRAIN)

2. UPPER NUMBERS ARE DEPTH FROM EXISTING  
 GROUND TO INVERT OF PROPOSED TILE.

BENCHMARK No.3 ELEV. 241.088  
 TOP DICB AT END OF LOGAN DRAIN  
 BRANCH #2, STATION 0+771



4218 Oil Heritage Road  
 Petrolia Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
 Logan Drain Profile 1

PROJECT No.  
 2019-1075

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED R. DOBBIN	1	FINAL REPORT	JULY 10, 2020	BVR
DRAWN B. VAN RUITENBURG	SCALE: 1:2,000			

**MUNICIPALITY of BROOKE-ALVINSTON**

**LOGAN DRAIN  
 BRANCH #2 - PROFILE**

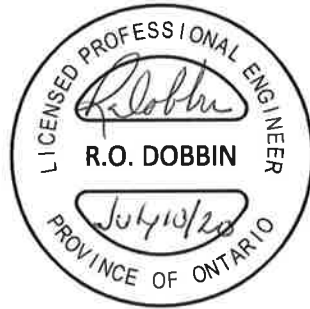
**3  
 OF 8**

**GENERAL NOTES**

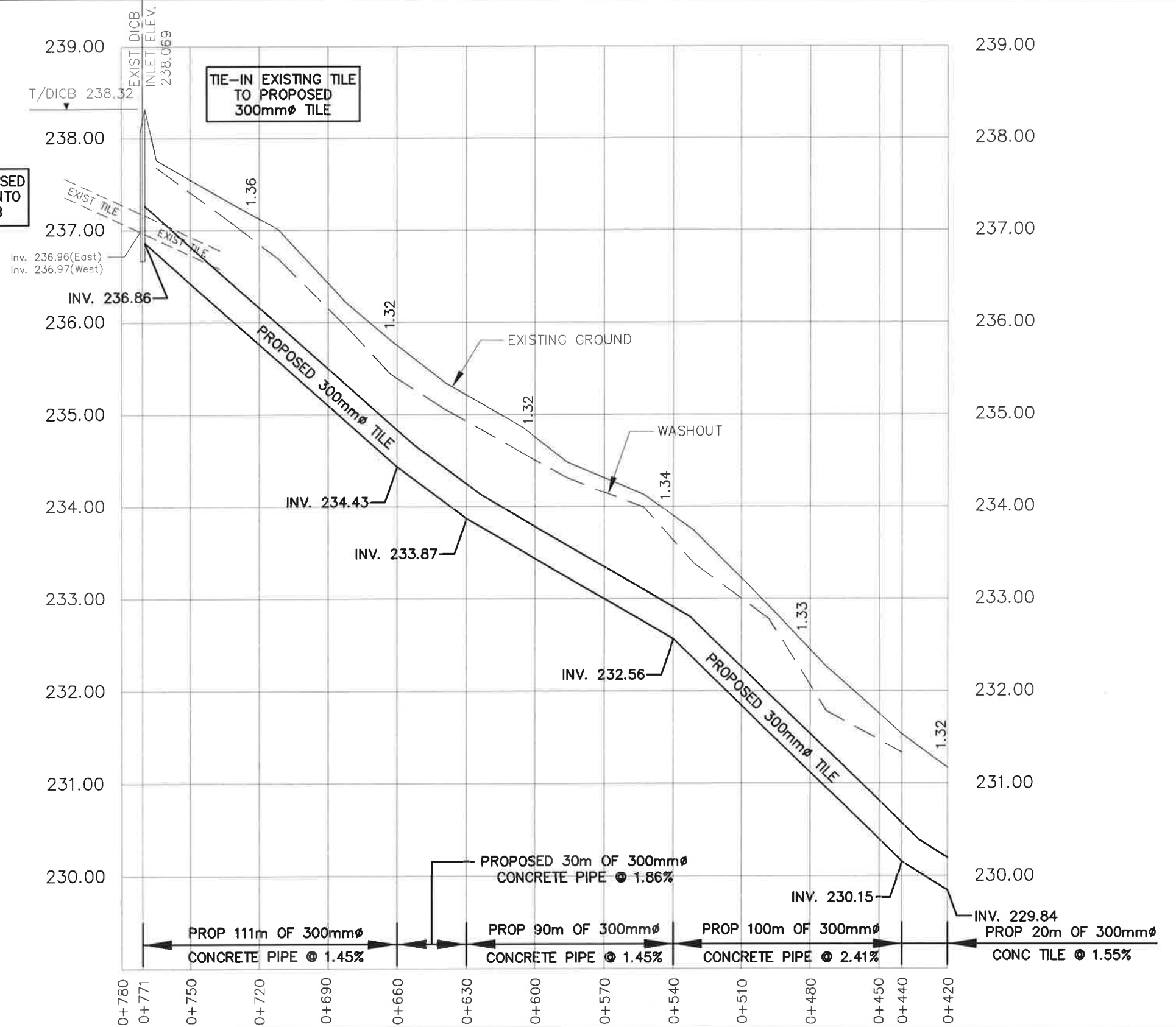
1. **MASTER BENCHMARK ELEV. 241.088**  
TOP SOUTH EAST END OF EXISTING  
1400Ø CSP CROSSING CHURCHILL LINE  
STATION 0+905 (RUTH DRAIN)

**BENCHMARK No.3 ELEV. 238.32**  
TOP DICB AT END OF LOGAN DRAIN  
BRANCH #2, STATION 0+771

2. UPPER NUMBERS ARE DEPTH FROM EXISTING  
GROUND TO INVERT OF PROPOSED TILE.



**CONNECT PROPOSED  
300mmØ TILE INTO  
EXISTING DICB**



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Logan Drain Profile 2

PROJECT No.  
2019-1075

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED R. DOBBIN	1	FINAL REPORT	JULY 10, 2020	BVR
DRAWN B. VAN RUITENBURG	SCALE: 1:2,000 0 20 40 60m			

**MUNICIPALITY of BROOKE-ALVINSTON**  
**LOGAN DRAIN**  
**BRANCH #2 - PROFILE**

**4**  
**OF 8**

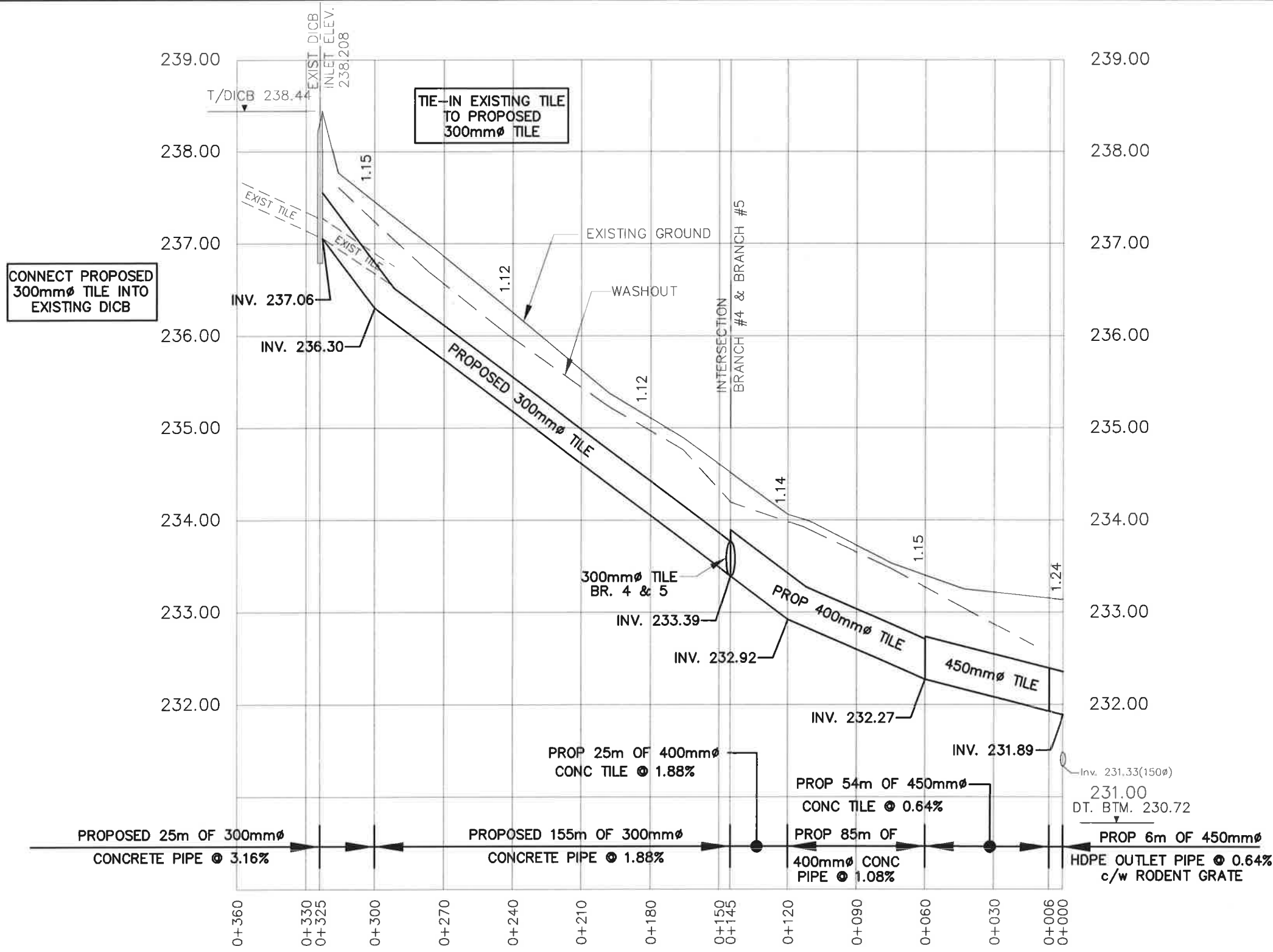
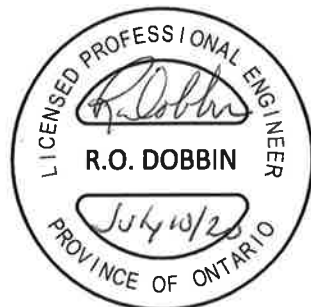


**GENERAL NOTES**

1. MASTER BENCHMARK ELEV. 241.088  
TOP SOUTH EAST END OF EXISTING  
1400Ø CSP CROSSING CHURCHILL LINE  
STATION 0+905 (RUTH DRAIN)

BENCHMARK No.4 ELEV. 238.44  
TOP DICB AT END OF LOGAN DRAIN  
BRANCH #4, STATION 0+325

2. UPPER NUMBERS ARE DEPTH FROM EXISTING  
GROUND TO INVERT OF PROPOSED TILE.



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Logan Drain Profile 3

PROJECT No.  
2019-1075

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED R. DOBBIN	1	FINAL REPORT	JULY 10, 2020	BVR
DRAWN B. VAN RUITENBURG	SCALE: 1:2,000 0 20 40 60m			

**MUNICIPALITY of BROOKE-ALVINSTON**  
**LOGAN DRAIN**  
**BRANCH #3 - PROFILE**

**5**  
**OF 8**

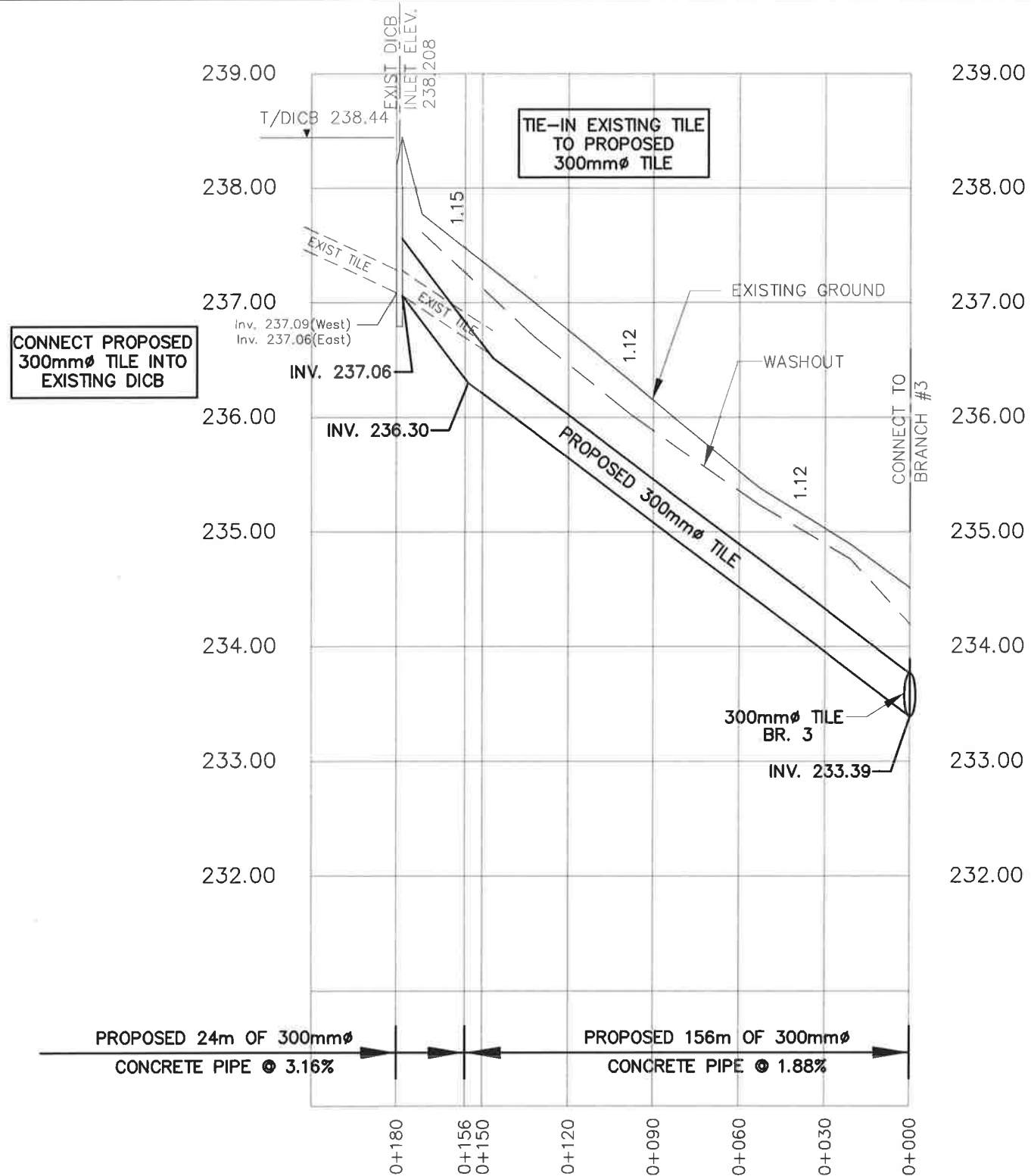
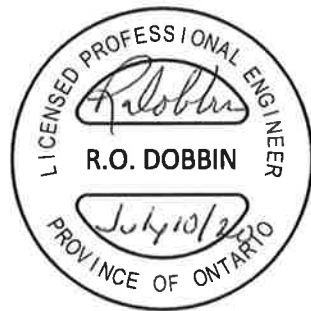
Last Updated: July 10, 2020

**GENERAL NOTES**

1. MASTER BENCHMARK ELEV. 241.088  
TOP SOUTH EAST END OF EXISTING  
1400Ø CSP CROSSING CHURCHILL LINE  
STATION 0+905 (RUTH DRAIN)

BENCHMARK No.4 ELEV. 238.44  
TOP DICB AT END OF LOGAN DRAIN  
BRANCH #4, STATION 0+325

2. UPPER NUMBERS ARE DEPTH FROM EXISTING  
GROUND TO INVERT OF PROPOSED TILE.



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Logan Drain Profile 3

PROJECT No.  
2019-1075

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED R. DOBBIN	1	FINAL REPORT	JULY 10, 2020	BVR
DRAWN B. VAN RUITENBURG	SCALE: 1:2,000 0 20 40 60m			

**MUNICIPALITY of BROOKE-ALVINSTON**

**LOGAN DRAIN  
BRANCH #4 - PROFILE**

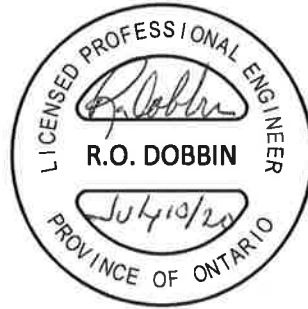
**6  
OF 8**

**GENERAL NOTES**

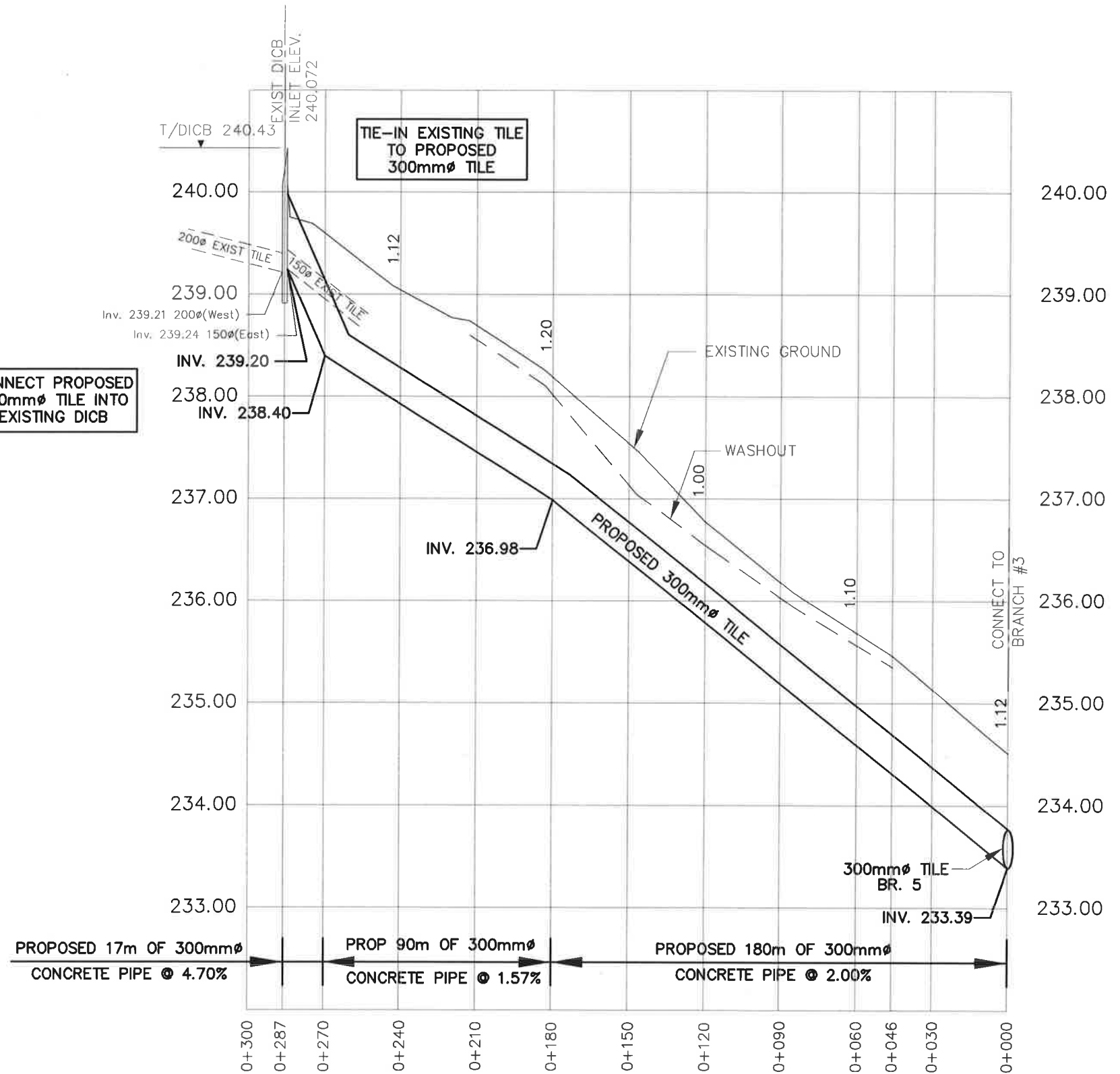
1. MASTER BENCHMARK ELEV. 241.088  
 TOP SOUTH EAST END OF EXISTING  
 1400Ø CSP CROSSING CHURCHILL LINE  
 STATION 0+905 (RUTH DRAIN)

BENCHMARK No.5 ELEV. 240.43  
 TOP DICB AT END OF LOGAN DRAIN  
 BRANCH #5, STATION 0+287

2. UPPER NUMBERS ARE DEPTH FROM EXISTING  
 GROUND TO INVERT OF PROPOSED TILE.



CONNECT PROPOSED  
 300mmØ TILE INTO  
 EXISTING DICB



4218 Oil Heritage Road  
 Petrolia Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
 Logan Drain Profile 4

PROJECT No.  
 2019-1075

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	JULY 10, 2020	BVR
R. DOBBIN				
DRAWN	SCALE: 1:2,000			
B. VAN RUITENBURG	0 20 40 60m			

**MUNICIPALITY of BROOKE-ALVINSTON**  
**LOGAN DRAIN**  
**BRANCH #5 - PROFILE**

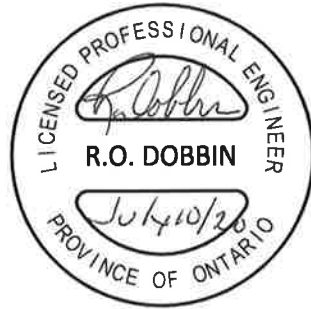
**7**  
**OF 8**

**GENERAL NOTES**

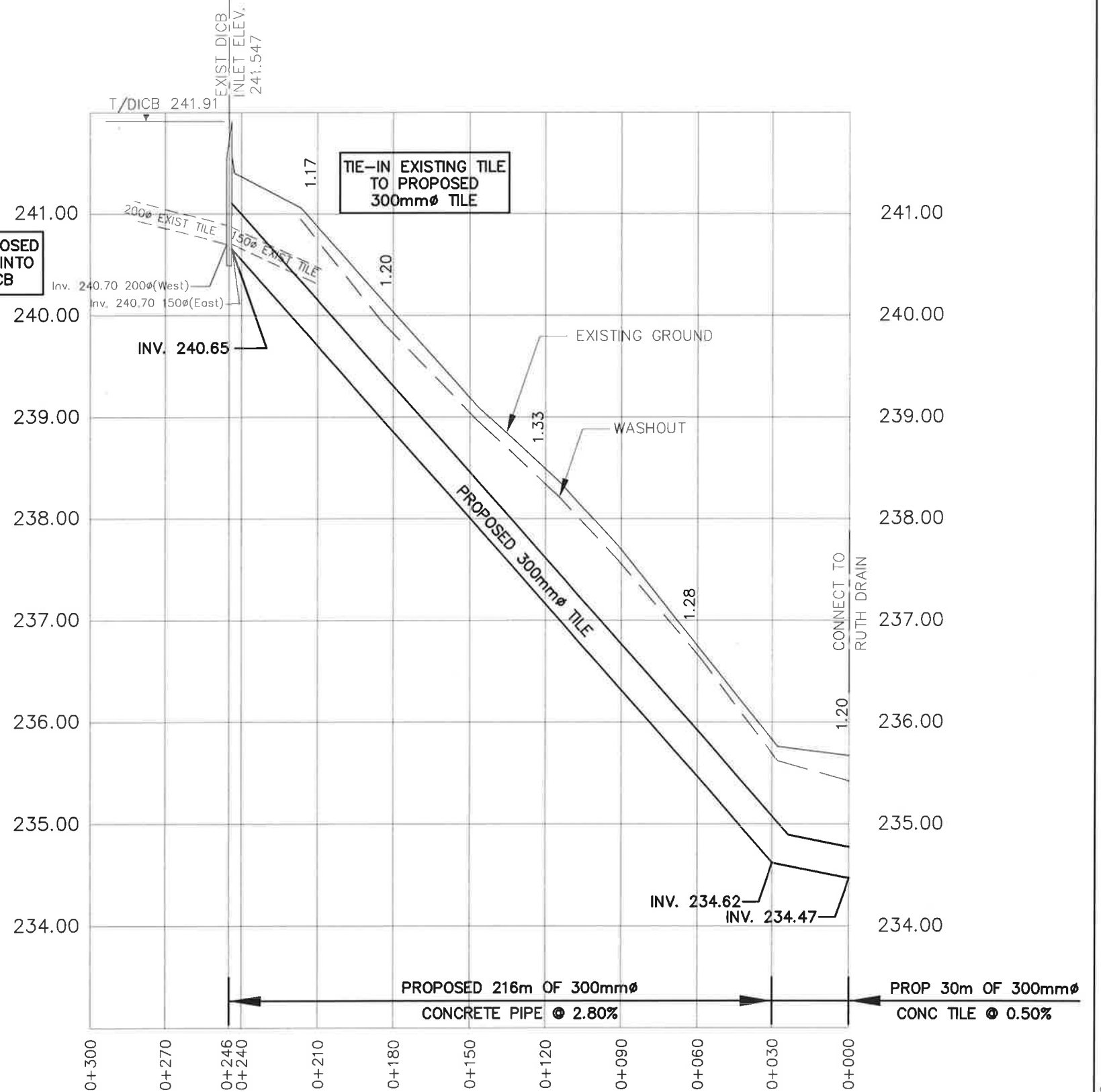
1. MASTER BENCHMARK ELEV. 241.088  
TOP SOUTH EAST END OF EXISTING  
1400Ø CSP CROSSING CHURCHILL LINE  
STATION 0+905 (RUTH DRAIN)

BENCHMARK No.6 ELEV. 241.91  
TOP DICB AT END OF LOGAN DRAIN  
BRANCH #6, STATION 0+246

2. UPPER NUMBERS ARE DEPTH FROM EXISTING  
GROUND TO INVERT OF PROPOSED TILE.



CONNECT PROPOSED  
300mmØ TILE INTO  
EXISTING DICB



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Logan Drain Profile 5

PROJECT No.  
2019-1075

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	JULY 10, 2020	BVR
R. DOBBIN				
DRAWN				
B. VAN RUITENBURG				

SCALE: 1:2,000  
0 20 40 60m

**MUNICIPALITY of BROOKE-ALVINSTON**  
**LOGAN DRAIN**  
**BRANCH #6 - PROFILE**

**8**  
**OF 8**

**ENCLOSURE**

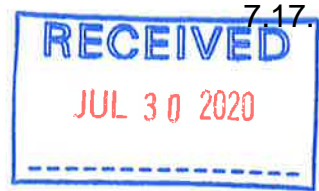
Logan Drain  
Municipality of Brooke-Alvinston  
July 10, 2020

**ESTIMATED NET ASSESSMENT  
Branches No. 2 to 6**

Conc.	Lot or pt Lot	Hect. Affect.	Roll No.	Owner	Total	Less Grant	Less Allow.	Net Assess.
<b>Branch No. 2</b>								
Agricultural Land								
14	Npt.W1/2L22 E1/2L22	8.39	50-131 50-132	R. I., M., & R. B. King J. & T. Lammers	10,460.00 31,378.00	3,486.67 10,459.33	100.00 3,416.00	6,873.33 17,502.67
<b>Branch No. 3</b>								
Agricultural Land								
14	Npt.W1/2L22 E1/2L22	1.90	50-131 50-132	R. I., M., & R. B. King J. & T. Lammers	7,211.00 14,423.00	2,403.67 4,807.67	100.00 1,580.00	4,707.33 8,035.33
<b>Branch No. 4</b>								
Agricultural Land								
14	Npt.W1/2L22 E1/2L22	1.70 2.50	50-131 50-132	R. I., M., & R. B. King J. & T. Lammers	3,670.00 7,339.00	1,223.33 2,446.33	100.00 606.00	2,346.67 4,286.67

Estimated Net Assessment (cont'd)

Conc.	Lot or pt Lot	Hect. Affected	Roll No.	Owner	Total	Less Grant	Less Allow.	Net Assess.
<b>Branch No. 5</b>								
Agricultural Land								
14	Npt.W1/2L22	0.85	50-131	R. I., M., & R. B. King	4,720.00	1,573.33	100.00	3,046.67
	E1/2L22		50-132	J. & T. Lammers	9,438.00	3,146.00	1,106.00	5,186.00
<b>Branch No. 6</b>								
Agricultural Land								
14	Npt.W1/2L22	0.65	50-131	R. I., M., & R. B. King	4,159.00	1,386.33	100.00	2,672.67
	E1/2L22		50-132	J. & T. Lammers	8,317.00	2,772.33	1,215.00	4,329.67
Totals					101,115.00	33,705.00	8,423.00	58,987.00
<b>Summary</b>								
14	Npt.W1/2L22		50-131	R. I., M., & R. B. King	30,220.00	10,073.33	500.00	19,646.67
	E1/2L22		50-132	J. & T. Lammers	70,895.00	23,631.67	7,923.00	39,340.33
Totals					101,115.00	33,705.00	8,423.00	58,987.00



The Corporation of the Municipality of Brooke-Alvinston  
REQUEST FOR MAINTENANCE / REPAIR / IMPROVEMENT  
(Drainage Act, R.S.O. 1990, Chapter D.17)

I hereby give notice that the Mollett Lucas Branch Drain is out of repair and request that:

Maintenance (preservation of a drainage works) or repair (restoration of a drainage works to its original condition) be performed under the provisions of Section 74 of the Drainage Act, R.S.O 1990, Chapter D.17.

The drain be improved (modification of or an addition to a drainage works intended to increase the effectiveness of the system) under the provisions of:

\_\_\_ Section 77, (without an Engineer's Report and total cost not exceeding \$4,500.00)

\_\_\_ Section 78, (with an Engineer's Report)

(of the Drainage Act, R.S.O. 1990, Chapter D.17)

The following work is required:

drain is over grown with brush & cat tail  
water not flowing

Property Description: Lot 12 Concession 4 Roll Number \_\_\_\_\_

911 address 2973 EBENEZER ROAD

Dated at the Municipality of Brooke-Alvinston this 30 day of July, 2020

FRANK NEMCEK

Name-please print

Name-please print

[Signature]

Signature

Signature

Telephone# 519 847-5591

Home

Cell

Email address: fnemcek@brookealvinston.ca

Additional Comments if any:

Copy-David Moores





RECEIVED  
AUG 05 2020

~~PAID~~  
AUG 05 2020

The Corporation of the Municipality of Brooke-Alvinston  
REQUEST FOR MAINTENANCE / REPAIR / IMPROVEMENT  
(Drainage Act, R.S.O. 1990, Chapter D.17)

I hereby give notice that the KELLY DRAIN Drain is out of repair and request that:

Maintenance (preservation of a drainage works) or repair (restoration of a drainage works to its original condition) be performed under the provisions of Section 74 of the Drainage Act, R.S.O 1990, Chapter D.17.

The drain be improved (modification of or an addition to a drainage works intended to increase the effectiveness of the system) under the provisions of:

\_\_\_ Section 77, (without an Engineer's Report and total cost not exceeding \$4,500.00)

\_\_\_ Section 78, (with an Engineer's Report)

(of the Drainage Act, R.S.O. 1990, Chapter D.17)

The following work is required:

I WOULD LIKE A CLEANOUT OF THIS DRAIN

Property Description: Lot P. B Concession 14 Roll Number 3815 120 040 15600

911 address \_\_\_\_\_

Dated at the Municipality of Brooke-Alvinston this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

EARLY RISE FARMS INC.

Name-please print

Name-please print

[Signature]

Signature

Telephone# 519-844-2635

519-330-8894

Home

Cell

Email address: \_\_\_\_\_

Additional Comments if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The Corporation of the Municipality of Brooke-Alvinston  
REQUEST FOR MAINTENANCE / REPAIR / IMPROVEMENT  
(Drainage Act, R.S.O. 1990, Chapter D.17)



I hereby give notice that the ROAD DRAIN Drain is out of repair and request that:

Maintenance (preservation of a drainage works) or repair (restoration of a drainage works to its original condition) be performed under the provisions of Section 74 of the Drainage Act, R.S.O 1990, Chapter D.17.

The drain be improved (modification of or an addition to a drainage works intended to increase the effectiveness of the system) under the provisions of:

\_\_\_ Section 77, (without an Engineer's Report and total cost not exceeding \$4,500.00)

\_\_\_ Section 78, (with an Engineer's Report)

(of the Drainage Act, R.S.O. 1990, Chapter D.17)

The following work is required:

THE BRIDGE (CULVERT) EDGES ARE WASHING OUT

Property Description: Lot E/2 Concession 11 Roll Number 3815 120 040 0400

911 address 6366 PETROLIA LINE

Dated at the Municipality of Brooke-Alvinston this \_\_\_ day of \_\_\_\_\_, 20\_\_

GARRY STRAATMAN

Name-please print

Name-please print

[Signature]

Signature

Signature

Telephone# 519-844-2635

Home

519-330-8894

Cell

Email address: \_\_\_\_\_

Additional Comments if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The Corporation of the Municipality of Brooke-Alvinston  
REQUEST FOR MAINTENANCE / REPAIR / IMPROVEMENT  
(Drainage Act, R.S.O. 1990, Chapter D.17)



I hereby give notice that the MC EACHREN Drain is out of repair and request that:

Maintenance (preservation of a drainage works) or repair (restoration of a drainage works to its original condition) be performed under the provisions of Section 74 of the Drainage Act, R.S.O 1990, Chapter D.17.

The drain be improved (modification of or an addition to a drainage works intended to increase the effectiveness of the system) under the provisions of:

\_\_\_ Section 77, (without an Engineer's Report and total cost not exceeding \$4,500.00)

\_\_\_ Section 78, (with an Engineer's Report)

(of the Drainage Act, R.S.O. 1990, Chapter D.17)

The following work is required:

WOULD LIKE AN INSPECTION OF THE BRIDGE

Property Description: Lot E 1/2 2 Concession 11 Roll Number 3815 120 040 0400

911 address 6366 PETROLIA LINE

Dated at the Municipality of Brooke-Alvinston this \_\_\_ day of \_\_\_\_\_, 20\_\_

GARRY STRAATHAN

Name-please print

\_\_\_\_\_  
Name-please print

[Signature]

Signature

\_\_\_\_\_  
Signature

Telephone# 519-844-2635

Home

519-330-8894

Cell

Email address: \_\_\_\_\_

Additional Comments if any:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE CORPORATION OF THE  
MUNICIPALITY OF BROOKE-ALVINSTON**

**BY-LAW NUMBER xx of 2020**

**BEING A BY-LAW TO AUTHORIZE A PROPERTY AGREEMENT WITH  
CANADA POST**

WHEREAS the Municipality of Brooke-Alvinston is the owner of the roadway adjacent to 6482 Weidman Line, in the Municipality of Brooke-Alvinston;

AND WHEREAS Canada Post has deemed the area suitable for the placement of community mailboxes;

AND WHEREAS, the Council of the Municipality of Brooke-Alvinston deems it appropriate to enter into a property agreement;

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

1. That the said Agreement for the lease of property attached as Schedule "A" to this By-law be hereby accepted.
2. That the Mayor and Clerk Administrator be authorized to sign the agreement on behalf of the Municipality.
3. That this by-law shall take effect on the passing thereof.

Read a first, second and third time and finally passed this 13<sup>th</sup> day of August, 2020

\_\_\_\_\_  
David Ferguson, Mayor

\_\_\_\_\_  
Janet Denkers, Clerk-Administrator

**THE CORPORATION OF THE  
MUNICIPALITY OF BROOKE-ALVINSTON**

**BY-LAW NUMBER 32 of 2020**

**BEING A BY-LAW TO AUTHORIZE A PROPERTY LEASE AGREEMENT  
WITH AECON UTILITES**

WHEREAS the Municipality of Brooke-Alvinston is the owner of 3123 Nauvoo Road, in the Municipality of Brooke-Alvinston;

AND WHEREAS there is excess property at 3123 Nauvoo Road not currently being used for municipal purposes;

AND WHEREAS, the Council of the Municipality of Brooke-Alvinston deems it appropriate to enter into a property lease agreement;

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

1. That the said Agreement for the lease of property attached as Schedule "A" to this By-law be hereby accepted.
2. That the Mayor and Clerk Administrator be authorized to sign the agreement on behalf of the Municipality.
3. That this by-law shall take effect on the passing thereof.

Read a first, second and third time and finally passed this 13<sup>th</sup> day of August, 2020

\_\_\_\_\_  
David Ferguson, Mayor

\_\_\_\_\_  
Janet Denkers, Clerk-Administrator

**THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON  
BY-LAW NUMBER xx OF 2020**

**Being a By-law to deem part of a registered plan of  
subdivision not to be registered.**

**WHEREAS** the owner of the properties desires to consolidate the property into one parcel;

**WHEREAS** Section 50(4) of the Planning Act, R.S.O. 1990, authorizes the Council of a municipality to designate any plan of subdivision or part thereof that has been registered for eight years or more not to be a plan of subdivision for subdivision control purposes;

**AND WHEREAS** it is considered expedient in order to adequately control the development of land in the Municipality that a By-law be passed pursuant to the said Section 50(4);

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

1. The following registered plans of subdivision or parts thereof are hereby deemed not to be registered plans of subdivision for the purposes of subsection 4 of Section 50 of the Planning Act, R.S.O. 1990:

PLAN 5 LOT 17 (known municipally as 6550 James Street) Roll #  
0381512021012900

PLAN 5 LOT 18 (known municipally as 6552 James Street) Roll #  
381512021012800

Read a first and second time and finally passed this 13<sup>th</sup> Day of August, 2020

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**MAYOR**

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**CLERK-ADMINISTRATOR**

**THE CORPORATION OF THE MUNICIPALITY OF  
BROOKE-ALVINSTON**

**BY-LAW NUMBER xx of 2020**

**BEING A BY-LAW TO PROVIDE FOR A DRAINAGE WORKS IN THE  
MUNICIPALITY OF BROOKE-ALVINSTON IN THE COUNTY OF LAMBTON**

WHEREAS the requisite number of owners have petitioned the Council of the Municipality of Brooke-Alvinston in the County of Lambton in accordance with the provisions of the *Drainage Act*, requesting that the following lands and roads be drained by a drainage works known as the “McVicar Drain” in the Municipality of Brooke-Alvinston;

AND WHEREAS, the Council of the Municipality of Brooke-Alvinston in the County of Lambton has procured a report made by R. Dobbin Engineering Inc. and a copy of the report dated June 22, 2020 is attached hereto and forms part of this by-law;

AND WHEREAS the estimated cost of constructing the drainage works is \$17,317.00;

AND WHEREAS \$0.00 is the amount to be contributed by the municipality for construction of the drainage works;

AND WHEREAS the Council is of the opinion that the drainage of the area is desirable;

THEREFORE, the Council of the Municipality of Brooke-Alvinston under the *Drainage Act* enacts as follows:

1. The report dated June 22, 2020 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Municipality of Brooke-Alvinston may borrow on the credit of the Corporation the amount of \$17,317.00, being the amount necessary for construction of the drainage works.
  - (2) The Corporation may issue debentures for the amount borrowed less the total amount of,
    - (a) grants received under section 85 of the Act;
    - (b) commuted payments made in respect of lands and roads assessed within the municipality;
    - (c) money paid under subsection 61(3) of the Act; and
    - (d) money assessed in and payable by another municipality,
 and such debenture shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by the Canadian Chartered Banks on the date of sale of such debentures.
3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the report to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. For paying the amount of \$0.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Municipality of Brooke-Alvinston in each year for one year after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.

- 5. All assessments of \$1,000.00 or less are payable in the first year in which the assessment is imposed.
- 6. This by-law comes into force on the passing thereof and may be cited as "McVicar Drain By-law".

FIRST READING \_\_\_\_\_, 2020

SECOND READING \_\_\_\_\_, 2020

Provisionally adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
David Ferguson, Mayor

\_\_\_\_\_  
Janet Denkers, Clerk-Administrator

THIRD READING \_\_\_\_\_, 2020.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
David Ferguson, Mayor

\_\_\_\_\_  
Janet Denkers, Clerk-Administrator