



AGENDA

Council Meeting

4:00 PM - Thursday, August 12, 2021

Virtual - Zoom Technology

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MINUTES

Council Meeting

4:00 PM - Thursday, July 22, 2021
Virtual Council Meeting Via Zoom

The Council of the Brooke-Alvinston was called to order on Thursday, July 22, 2021, at 4:00 PM, in the Virtual Council Meeting Via Zoom, 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, Public Works Manager Randy Hills, Fire Chief Steve Knight, Parks and Recreation Supervisor Kevin Miller, 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 be declared at the appropriate time during the meeting.

3 MINUTES

a) Regular Council Meeting Minutes of July 8, 2021

RESOLUTION-2021-231

Deputy Mayor Frank Nemcek made a motion that the Minutes from the July 8, 2021 Council meeting be approved as presented without any errors or omissions. Councillor Wayne Deans seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

5 DELEGATIONS & TIMED EVENTS

6 CORRESPONDENCE

a) Road Situation on LaSalle Line - McLean Family

RESOLUTION-2021-232

Councillor Wayne Deans made a motion that the letter from the McLean family be received and filed. Councillor Jeannette Douglas seconded the motion.

Carried

b) Request for Street Closure - Armors Ale House

Councillor Armstrong declared a conflict of interest as he is an owner of Armors Ale House

RESOLUTION-2021-233

Councillor Wayne Deans made a motion that the Council of Brooke-Alvinston has no objections to the temporary street closure of a portion of River Street from Railroad Street north to the municipal parking lot between the hours of 7:30 p.m. to 11 p.m. on July 31, 2021 provided adequate signage of the closure be incorporated including barricades installed, notification be given of the closure to adjacent businesses, Brooke Fire Rescue, Lambton EMS and Lambton OPP. Councillor Jeannette Douglas seconded the motion.

Carried

- c) 2021 Fall Fair Accomodations - Brooke-Alvinston Agricultural Society

RESOLUTION-2021-234

Councillor Wayne Deans made a motion that the letter from the Brooke-Alvinston Agricultural Society be received and filed. Councillor Jamie Armstrong seconded the motion.

Carried

- d) Council Resolution - Jenny Redick (Tanner Redick Memorial Two Pitch Tournament)

RESOLUTION-2021-235

Councillor Jamie Armstrong made a motion be it resolved that the Council of the Municipality of Brooke-Alvinston regards the two pitch tournament to be held August 19-22, 2021 in memory of Tanner Redick, who was a member of Brooke Fire Rescue, to be an event of municipal significance to the community of Brooke-Alvinston and has no objections to Jenny Redick obtaining a Special Occasion Permit to operate a refreshment area subject to the group notifying the Lambton OPP, Brooke Fire Rescue and Lambton EMS of the event and that all COVID-19 regulations be adhered to. Councillor Wayne Deans seconded the motion.

Carried

- e) Municipal and General Information

RESOLUTION-2021-236

Councillor Jeannette Douglas made a motion that the Municipal and General Information be received and filed. Councillor Wayne Deans seconded the motion.

Carried

- f) Guardian Angels Golf Tournament - Request for Support

RESOLUTION-2021-237

Councillor Jamie Armstrong made a motion that the request for support from the Guardian Angels golf tournament be received and filed. Councillor Wayne Deans seconded the motion.

Carried

- g) No One Stand Alone (Deb Pitel) - Request for Donation

RESOLUTION-2021-238

Deputy Mayor Frank Nemcek made a motion that Council donates \$50.00 towards the No One Stands Alone campaign to support mental health in Sarnia-Lambton. Councillor Jamie Armstrong seconded the motion.

Carried

- h) City of Vaughn - Raising the age for licensed drivers from 16 to 18.

RESOLUTION-2021-239

Deputy Mayor Frank Nemcek made a motion that the request for support from the City of Vaughn be received and filed. Councillor Wayne Deans seconded the motion.

Carried

- i) City of Mississauga - Appeal of the 2019 Human Rights Tribunal Ruling.

RESOLUTION-2021-240

Councillor Wayne Deans made a motion that the request for support from the City of Mississauga be received and filed. Councillor Jamie Armstrong seconded the motion.

Carried

- j) City of Kitchener - Rising costs of building materials

RESOLUTION-2021-241

Councillor Jamie Armstrong made a motion that the request for support from the City of Kitchener be received and filed. Councillor Wayne Deans seconded the motion.

Carried

- k) City of Kitchener - Bill-C 313 Banning Symbols of Hate Act.

RESOLUTION-2021-242

Councillor Wayne Deans made a motion that the request for support from the City of Kitchener be received and filed. Councillor Jamie Armstrong seconded the motion.

Carried

7 STAFF REPORTS

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

RESOLUTION-2021-243

Deputy Mayor Frank Nemcek made a motion that Council receive and file Year-to-date (to June 30) Budget to Actual Comparisons Councillor Jeannette Douglas seconded the motion.

Carried

- b) **Treasurer's Report:** Accounts Payable Listing - June 2021

The Mayor asked that any questions in regards to accounts be referred to staff. There were no questions.

- c) **Clerk Administrator's Report:** Revisions to the Municipal Alcohol Policy

RESOLUTION-2021-244

Deputy Mayor Frank Nemcek made a motion that Council accept the Municipal Alcohol Policy (MAP) Amendments as outlined in the attached document. Councillor Jeannette Douglas seconded the motion.

Carried

- d) **Clerk Administrator's Report:** Canada Community Revitalization Fund

RESOLUTION-2021-245

Councillor Wayne Deans made a motion that this report be received for information only. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- e) **Drainage Superintendent's Report** July 2021 Report

RESOLUTION-2021-246

Councillor Wayne Deans made a motion that the July 2021 Drainage report be received and filed. Councillor Jeannette Douglas seconded the motion.

Carried

- f) **Drainage Superintendent's Report** - 6-7 Sideroad Drain and Government Drain no.1

RESOLUTION-2021-247

Councillor Jeannette Douglas made a motion that Council appoints R. Dobbin Engineering to prepare a new report under Section 78 of the Drainage Act; and to arrange an Onsite meeting with all landowners of the 6-7 Sideroad Drain and Government Drain No. 1. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- g) **Drainage Superintendent's Report** - Drain Maintenance Request

RESOLUTION-2021-248

Councillor Jamie Armstrong made a motion that Council direct Staff to forward the request submitted by Ross McCormick to the Drainage Superintendent with the power to act. Deputy Mayor Frank Nemcek seconded the motion.

Carried

8 BY-LAWS

9 NEW BUSINESS

- a) The Parks and Recreation Supervisor reported that a vaccine clinic will be held on August 11th, 2021 at the B.A.I.C.C.C.. He also informed Council that the ice will be installed at the B.A.I.C.C.C by August 23, 2021.
- b) The Clerk-Administrator informed Council that the B.A.W.F.F Ambassador competition will take place August 17, 2021 at the B.A.I.C.C.C in the pavilion.
- c) The Public Works Manager informed Council that a new employee has been hired for the part time roads position - Rosie Woldenberg
- d) Mayor Ferguson inquired about the use of the pavilion and parking lot for use during the Lambton Cattlemen's Association Beef Barbeque.

10 CLOSED SESSION

- a) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

RESOLUTION-2021-249

Councillor Wayne Deans made a motion that the Council of the Municipality of Brooke-Alvinston move into Closed Session. Deputy Mayor Frank Nemcek seconded the motion.

Carried

11 RISE AND REPORT

The Clerk Administrator provided the Rise & Report for the closed session meeting. She reported that a closed session was held to discuss matters related to a litigation or potential litigation matter. There was nothing further to report.

12 BY-LAW CONFIRMING PROCEEDINGS

- a) Confirming By-law

RESOLUTION-2021-250

Councillor Jeannette Douglas made a motion that By-law 39 of 2021 be read a first, second and third time and finally passed this 22nd day of July, 2021.
Councillor Jamie Armstrong seconded the motion.

Carried

13 ADJOURNMENT

Councillor Douglas made a motion to adjourn the meeting at 5:00 p.m.

Clerk-Administrator

Mayor



Planning & Development Services Department

789 Broadway Street, Box 3000

Wyoming, ON N0N 1T0

Telephone: 519-845-0801

Toll-free: 1-866-324-6912

Fax: 519-845-3817

5.1.

MEMO

Date: August 5, 2021
To: Janet Denkers, Clerk
From: Rob Nesbitt, Senior Planner
Re: Site Plan – 3332 Nauvoo Road
(Wanstead Farmers Co-operative Company, Limited)

The property located at 3332 Nauvoo Road is zoned “Industrial M1(1)” which allows its development for grain elevators. A “grain elevator” is defined by the Zoning By-law as “a Building or Structure used for the storage of grain”. The site plan that has been submitted for this property includes four grain storage structures and accessory structures, including a grain dryer, an electric building, and grain loading/unloading structures.

a) Use

As noted, the subject property is zoned "Industrial M1(1)" by the Brooke Alvinston Zoning By-law. The proposed grain bins and accessory structures are permitted by the "M1(1)" zoning.

b) Building Dimensional Requirements

The proposed buildings and structures will comply with the "M1" zone regulations, as shown in the following table.

<i>Regulation</i>	<i>Proposed</i>
Maximum Permitted Lot Coverage - 60%	Less than 60%
Minimum Front Yard Setback (west lot line) – 15 metres	Approx.. 124 metres
Minimum Rear Yard Setback (east lot line) – 3 metres	Approx. 154 metres
Minimum Setback from Side Lot Lines a) 3 metres from north lot line b) 15 metres from south lot line	8.5 metres Approx. 80 metres

The “M1” zone allows buildings and structures to have a maximum height of 12 metres (39.3 feet). Although two of the proposed grain bins and several of the accessory structures that are integral to their use and function exceed this height,

Section 3.16 of the Zoning By-law states that the height provisions of the By-law do not apply to grain elevators.

c) Landscaping

The site plan proposes a 12 foot high berm along the east side of the property. .
The berm should be a grass surfaced landscaped feature.

d) Lighting

Any exterior lighting must be designed and installed so that no lighting is projected onto adjacent properties.

e) Agreement

We recommend approval of the site plan agreement that was prepared for Council's consideration.

A handwritten signature in black ink, appearing to read "Rob Nesbitt", is centered on the page. The signature is fluid and cursive.

Rob Nesbitt, MCIP RPP
Senior Planner

SITE PLAN AGREEMENT

THIS AGREEMENT made in quintuplicate this day of , 2021.

BETWEEN: WANSTEAD FARMERS
CO-OPERATIVE COMPANY
LIMITED

HEREINAFTER CALLED THE
"OWNER" OF THE FIRST PART

AND: THE MUNICIPALITY OF BROOKE- ALVINSTON

HEREINAFTER CALLED THE "MUNICIPALITY" OF THE SECOND PART

WHEREAS the Municipality has enacted a Site Plan Control By-law pursuant to the provisions of Section 41 of the Planning Act, 1990;

AND WHEREAS: Section 41 of the Planning Act requires the Owner to:

A: submit development plans to the Municipality for approval under Section 41(4) of the Act,

and B: authorizes the Municipality to require the Owner to enter into an agreement respecting the provision of the services and the approval of the plans and drawings under Section 41 (7) of the Act;

AND WHEREAS the Owner represents and warrants that it intends to develop lands described in Schedule 'A' to this agreement (hereinafter called the "said lands");

AND WHEREAS the Owner of the said lands has submitted plans to the Municipality for approval in accordance with subsection (4) of the said Section 41;

NOW THEREFORE the parties hereto agree as follows:

1. The following Schedules are hereby declared to form part of this agreement and are attached hereto:

<u>Schedule</u>	<u>Description</u>
"A"	- being a legal description of the lands affected (the said lands).
"B"	- being the Site Plan, showing the new facilities, works and matters to be provided on the said lands.

2. The attached Schedule "B" is hereby approved by the Municipality subject to the following conditions:
 - a) The Owner hereby agrees that the development shall be carried out and completed in accordance with the attached Schedule "B". Any item or feature which is not specifically shown on Schedule "B" or described in this agreement shall be deemed to be prohibited and will only be permitted through an amendment to this agreement.
 - b) The attached Schedule "B" applies to the northeast portion of the Owner's property only. A previously executed site plan agreement continues to remain in effect on the northwest portion of the property.
 - c) The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality:

access - yards

- i) The lane, "access road", loading & unloading areas and yard area around the grain bins and associated facilities shall be surfaced with gravel as a minimum, shall be delineated as shown on Schedule "B", and shall be capable of accommodating and supporting fire fighting equipment weighing fifteen (15) tonnes during all weather conditions.
- ii) Storage of equipment or vehicles shall be limited to the area shown as "New Gravel Lane Area" and the yard area around the grain bins and associated facilities as shown on Schedule "B".
- iii) The "access road" shall be provided and maintained between the grain storage bins and associated facilities and the existing Morrell Street entrance. The "access road" shall be of sufficient width to allow two lanes and sufficient turning radius for tractor-wagon and tractor-trailer traffic.

signs

- iv) The Owner shall provide such signs within the site as are or become necessary to direct on-site traffic and, in particular, to ensure against conflicts between in and out-going traffic between the grain bins and the Morrell Street entrance and to prevent interference between traffic using the grain bins and traffic present for other purposes.

lighting

- v) Lighting shall be provided as required to ensure the security of the public and property. Lighting shall be directed away from abutting streets and properties.

drainage

- vi) The Owner shall ensure that the grading of the site is carried out so no surface water drains onto abutting lands.
- vii) The Owner shall indemnify and save harmless the Municipality from any liability for excess run-off as a result of construction or development on the lands.

fire department

- viii) The Owner shall provide fire access route signs, shall locate such number of hydrants and size of water mains as approved by the Municipality's Fire Chief and the Building Inspector or their designates and shall satisfy any other requirements of the Fire Department at the Owner's expense.

landscaping

- ix) An earthen berm with an approximate height of 3.6 metres (12 feet) shall be provided as shown on Schedule "B". The berm must be grass surfaced and maintained as a landscaped feature.
 - x) The Owner will provide for weed control on the said lands to the satisfaction of the Municipality.
- d) The Owner hereby agrees to maintain to the satisfaction of the Municipality and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause b) of clause 2 herein.
 - e) The approval of the attached Schedule "B" by the Municipality shall lapse if development of the said lands is not carried out and completed in accordance with the said Schedule within two (2) years of the date of execution of this agreement unless an extension has been agreed to in writing by the Municipality.

3. The Owner hereby acknowledges and agrees that:

- a) Pursuant to subsection (10) of Section 41 of the Planning Act, 1990, the Municipality will require the Owner to register this agreement against the said lands to which it applies and the Municipality is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the

- Registry Act and the Land Titles Act, any and all subsequent Owners of the land.
- b) Failure to register this agreement according to the requirements of the issued conditional permit, shall result in the cancellation of such permit and /or enforcement of the consequences described therein.
- 4. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the Municipality and shall construct all work in accordance with the requirements of the Municipality, the County of Lambton and the Province of Ontario.
 - 5. The Owner agrees to pay all costs, legal or otherwise, of the registration of this agreement.
 - 6. This agreement may be amended at anytime with the consent, in writing, of the Municipality and the registered Owner of the said lands at the time of such amendment.
 - 7. The provisions hereof shall ensure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE MUNICIO\PALITY
OF BROOKE-ALVINSTON

(SEAL)

Mayor

Clerk-Treasurer

Owner

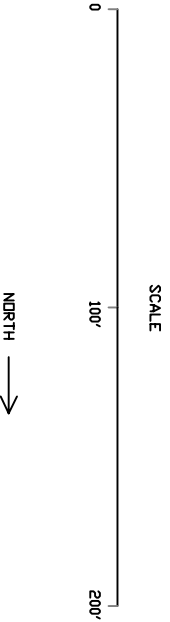
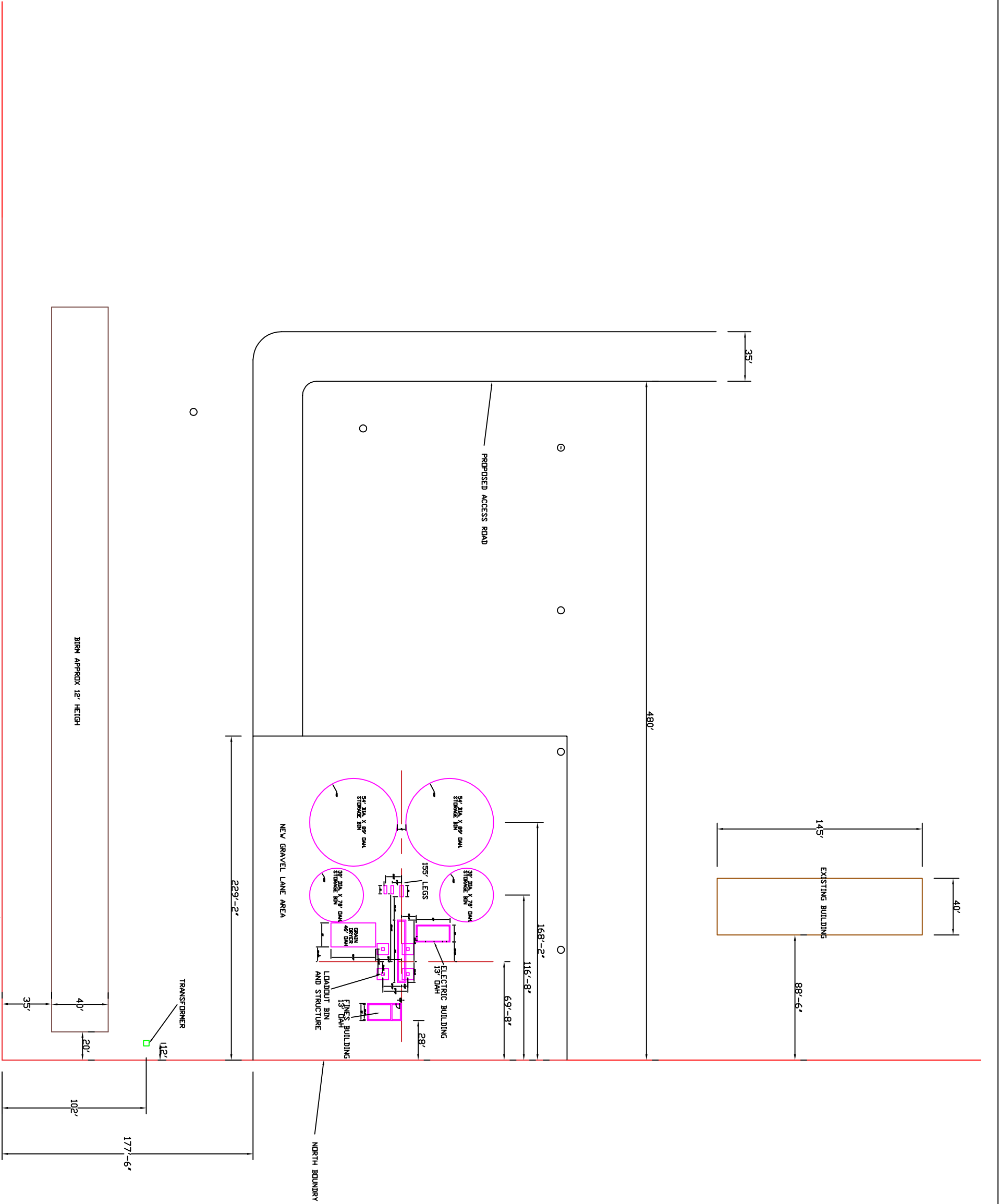
Owner

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the (former) Village of Alvinston, in the Township of Brooke-Alvinston, in the County of Lambton, and the Province of Ontario, and being composed of Concession 6, Part of Lot 19, RP 25R3610 Parts 1 & 2 and RP 25R1011 Part 3.

5

SCHEDULE "B"
SITE PLAN



LEGEND	
■	CONCRETE
■	BUILDINGS / STRUCTURES
■	DRAG CONVEYORS
■	AUGERS
■	U-TRUGHS
■	SPLITTING
■	STORAGE
■	ELEVATOR LEG

REL		PRELIMINARY LAYOUT	DHG
REV		DESCRIPTION	BY
DATE			
GOERTZ FARM SYSTEMS			
SCALE: 1"=1'		DRAWN BY: DHG	
DATE: JUNE 18, 21		CUSTOMER: WANSTEAD CO-OP	
JOB DESC:		GENERAL STRE PLAN	
			SHEET NO. 1



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: 2020 Audited Financial Statements
Meeting: Council - 12 Aug 2021
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That the Council of the Municipality of Brooke Alvinston approve the 2020 Consolidated Financial Statements for the municipality as presented by Baker Tilly Sarnia LLP and authorize the Treasurer to sign the Management letter.

Background:

Municipal Financial Statements must be prepared according to Public Sector Accounting Standards and Audited by an independent auditing firm.

Comments:

Our auditors are Baker Tilly LLP from Sarnia. They have prepared a short presentation reviewing the highlights of the 2020 Financial Statements and the audit.

Relationship to Strategic Plan:

The audit demonstrates that the financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2020 and the results of its financial activities, cash flows and change in net financial assets for the year then ended in accordance with Canadian Public Sector Accounting Standards.

ATTACHMENTS:

[Municipality of Brooke-Alvinston 2020 Financial statements](#)
[2020 Brooke-Alvinston Financial Statement Presentation](#)



The Corporation of the Municipality of Brooke-Alvinston

**Financial Statements
December 31, 2020**

3236 River St. P.O. Box 28
Alvinston, ON N0N 1A0

Phone: 519.898.2173
Fax: 519.898.5653



Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of the Municipality of Brooke-Alvinston (the "Municipality") are the responsibility of the Municipality's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Municipality's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of consolidated financial statements. These systems are monitored and evaluated by management.

The consolidated financial statements have been audited by Baker Tilly Sarnia LLP, independent external auditors and appointed by the Municipality. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the Municipality's consolidated financial statements.

Stephen Ikert
Treasurer

Council

Mayor	David Ferguson
Councillors	Frank Nemcek Jamie Armstrong Jeannette Douglas Wayne Deans

Administration

Clerk / Administrator	Janet Denkers
Treasurer	Stephen Ikert
Treasury Assistant	Dustin McNaughton
Financial Assistants	Darlene Paolucci / Cheryl Beaugrand
Public Works Manager	Randy Hills

The Corporation of the Municipality of Brooke-Alvinston
Financial Statements
For The Year Ended December 31, 2020

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Independent Auditors' Report

To The Members Of Council, Inhabitants and Ratepayers Of The Corporation of the Municipality of Brooke-Alvinston

Opinion

We have audited the financial statements of The Corporation of the Municipality of Brooke-Alvinston (the Municipality) which comprise the statement of financial position as at December 31, 2020 and the statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2020 and the results of its financial activities, cash flows and change in net financial assets for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian Public Sector Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

**Independent
Auditor's Report cont'd...**

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



**Sarnia, Ontario
August 12, 2021**

**Chartered Professional Accountants
Licensed Public Accountants**

The Corporation of the Municipality of Brooke-Alvinston
Statement Of Financial Position
December 31, 2020

	2020	2019
Assets		
Financial Assets		
Cash and cash equivalents	\$ 2,787,719	\$ 2,886,942
Investments (note 11)	335,496	323,873
Taxes and interest receivable	271,073	263,444
Accounts receivable	906,334	995,211
Loans Receivable	242,382	306,430
Investment in Bluewater Power Corporation (note 3)	<u>536,395</u>	<u>525,185</u>
Total financial assets	<u>5,079,399</u>	<u>5,301,085</u>
Liabilities		
Accounts payable and accrued liabilities	394,333	344,543
Municipal debt (note 4)	1,394,748	1,603,150
Deferred revenue (note 5)	158,124	615,048
Funds held in trust (note 11)	<u>208,525</u>	<u>206,075</u>
Total liabilities	<u>2,155,730</u>	<u>2,768,816</u>
Net Financial Assets	<u>2,923,669</u>	<u>2,532,269</u>
Non-Financial Assets		
Tangible capital assets (note 6)	20,289,213	19,795,739
Prepaid expenses	22,993	10,022
Inventory	<u>103,089</u>	<u>43,524</u>
Total non-financial assets	<u>20,415,295</u>	<u>19,849,285</u>
Accumulated Surplus (note 7)	<u>\$ 23,338,964</u>	<u>\$ 22,381,554</u>

Contingencies (note 8)

On Behalf Of Council

Mayor

Treasurer

The accompanying notes are an integral part of this financial statement.

The Corporation of the Municipality of Brooke-Alvinston
Statement Of Operations and Accumulated Surplus
For the Year Ended December 31, 2020

	Budget 2020 (note 9)	Actual 2020	Actual 2019
<hr/>			
Revenues			
Taxation	\$ 3,092,991	\$ 3,041,181	\$ 2,934,503
Fees and user charges	1,378,893	1,175,058	1,138,505
Fees and user charges - other municipalities	77,028	110,339	82,495
Grants	1,585,324	1,601,622	1,027,200
Other	148,584	307,371	404,027
Bluewater Power Corporation, change in equity	-	11,210	34,294
Total Revenues	<u>6,282,820</u>	<u>6,246,781</u>	<u>5,621,024</u>
Expenditures			
General government	574,358	536,817	530,295
Protection services	934,731	911,552	937,655
Transportation services	1,796,791	1,739,670	1,858,211
Environmental services	970,890	951,549	982,703
Health services	90,151	78,286	83,207
Recreation and cultural services	583,387	499,005	570,569
Planning and development	747,321	572,492	361,681
Total Expenditures	<u>5,697,629</u>	<u>5,289,371</u>	<u>5,324,321</u>
Annual Surplus of Revenues over Expenditures	585,191	957,410	296,703
Accumulated Surplus, Beginning Of Year	<u>22,381,554</u>	<u>22,381,554</u>	<u>22,084,851</u>
Accumulated Surplus, End Of Year	<u>\$ 22,966,745</u>	<u>\$ 23,338,964</u>	<u>\$ 22,381,554</u>

The accompanying notes are an integral part of this financial statement.

The Corporation of the Municipality of Brooke-Alvinston
Statement of Change in Net Financial Assets
December 31, 2020

	Budget 2020 (note 9)	Actual 2020	Actual 2019
Annual surplus	\$ 585,191	\$ 957,410	\$ 296,703
Amortization of tangible capital assets	895,818	895,818	863,240
Change in prepaid and inventory expenses	-	(72,536)	43,474
Gain on sale of tangible capital assets	-	(6,512)	(76,423)
Proceeds from sale of tangible assets	-	7,012	94,394
Acquisition of tangible capital assets	<u>(2,026,616)</u>	<u>(1,389,792)</u>	<u>(500,638)</u>
Net change in net financial assets	(545,607)	391,400	720,750
Net financial assets, beginning of year	<u>2,532,269</u>	<u>2,532,269</u>	<u>1,811,519</u>
Net financial assets, end of year	\$ <u>1,986,662</u>	\$ <u>2,923,669</u>	\$ <u>2,532,269</u>

The accompanying notes are an integral part of this financial statement.

The Corporation of the Municipality of Brooke-Alvinston
Statement Of Cash Flows
For The Year Ended December 31, 2020

	2020	2019
Operating Activities		
Annual surplus	\$ 957,410	\$ 296,703
Items not requiring cash:		
Amortization of tangible capital assets	895,818	863,240
Gain on sale of tangible capital assets	<u>(6,512)</u>	<u>(76,423)</u>
	1,846,716	1,083,520
 Taxes and interest receivable	(7,629)	78,359
Accounts receivable	88,877	194,160
Loans receivable	64,048	84,214
Accounts payable and accrued liabilities	49,790	(46,667)
Inventories held for consumption	(59,565)	28,418
Deferred revenue	(456,924)	451,855
Prepaid expenses	(12,971)	15,056
Funds held in trust	<u>2,450</u>	<u>1,600</u>
	<u>1,514,792</u>	<u>1,890,515</u>
 Capital Transactions		
Proceeds from sale of tangible assets	7,012	94,394
Acquisition of tangible capital assets	<u>(1,389,792)</u>	<u>(500,638)</u>
	<u>(1,382,780)</u>	<u>(406,244)</u>
 Investing Transactions		
Purchase of Investments	(11,623)	(15,645)
Investment in Bluewater Power Corporation	<u>(11,210)</u>	<u>(34,294)</u>
	<u>(22,833)</u>	<u>(49,939)</u>
 Financing Transactions		
Proceeds from long-term debt	29,400	-
Repayment of municipal debt	<u>(237,802)</u>	<u>(248,063)</u>
	<u>(208,402)</u>	<u>(248,063)</u>
 Net change in cash and cash equivalents	(99,223)	1,186,269
 Opening, cash and cash equivalents	<u>2,886,942</u>	<u>1,700,673</u>
 Closing, cash and cash equivalents	<u>\$ 2,787,719</u>	<u>\$ 2,886,942</u>

The accompanying notes are an integral part of this financial statement.

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

1. Significant Accounting Policies

The Financial Statements of the Municipality of Brooke-Alvinston (the "Municipality" or "Corporation") are the representation of management prepared in accordance with local government accounting standards established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada as prescribed by the Municipal Act, Municipal Affairs Act and related legislation. The Municipality is a lower tier municipality in the Province of Ontario, Canada.

Significant accounting policies adopted include:

(a) Basis of Reporting

(i) Reporting Entity

These financial statements reflect the financial assets, liabilities, reserves, surpluses/deficits, changes in investment in tangible capital assets and revenues and expenditures of all municipal organizations and committees which are controlled by Council.

(ii) Investment in Bluewater Power Corporation

The investment in Bluewater Power Corporation is accounted for on the modified equity basis which reflects the Municipality's investment in the enterprises and its share of net income since acquisition. Under the modified equity basis, the enterprise's accounting principles are not adjusted to conform with those of the municipality and inter-organizational transactions and balances are not eliminated. However, interorganizational gains and losses are eliminated on assets remaining with the government reporting entities at the reporting date. The Municipality recognizes its equity interest of the government business enterprises' income or loss in its Consolidated Statement of Operations and Accumulated Surplus with a corresponding increase or decrease in its investment account. All dividends received or receivable will be reflected as reductions in the investment account.

(iii) Accounting for County and School Board Transactions

The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards and the County of Lambton are not reflected in the balances of these financial statements except to the extent that any amounts due to or from are reported on the Statement of Financial Position.

(iv) Trust Funds

Trust funds and their related operations administered by the Municipality are not consolidated, but are reported separately.

(iv) Government Transfers

Government transfer payments are recognized in the financial statements in the year in which the payment is authorized and the events giving rise to the transfer occur, performance criteria are met, and a reasonable estimate of the amount can be made. Funding that is supposed to be used for specific purposes is only recognized as revenue in the fiscal year that the related expenses are incurred or services preformed. If funding is received for which the related expenses have not yet been incurred or services preformed, these amounts are recorded as a liability at year end.

Notes continued on page 8....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

1. Significant Accounting Policies cont'd....

(b) Basis of Accounting

(i) Accrual Basis of Accounting

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(ii) Cash and Cash Equivalents

Cash and cash equivalents include cash on account and short-term investments with original maturities of three months or less and are stated at cost.

(iii) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenditures, provides the Change in Net Financial Assets for the year.

(iv) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. Contributed tangible capital assets are recorded at their fair value at the date of contribution. Where fair market value cannot be reasonably determined, contributed tangible capital assets are recorded at a nominal amount. The useful life of the assets is based on estimates determined by management. The cost, less residual value, of the tangible assets are amortized on a straight-line basis over their estimated useful lives as follows:

Asset	Years
Land improvements	10 years
Buildings	50 years
Equipment, furniture and fixtures	5 years
Vehicles	5 to 15 years
Road infrastructure	7 to 100 years
Environmental infrastructure	50 to 75 years

Assets under construction are not amortized until the asset is available for productive use. Annual amortization is charged in the year of acquisition and not in the year of disposal.

(v) Intangible Assets

Intangible assets, art and cultural and historic assets, and items inherited by right of the Crown, such as Crown lands, forests, water, and mineral resources, are not recorded as assets in these financial statements.

Notes continued on page 9....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

1. Significant Accounting Policies cont'd....

(b) Basis of Accounting cont'd...

(vi) Deferred Revenue

Revenue restricted by legislation, regulation or agreement and not available for general municipal purposes is reported as deferred revenue on the Statement of Financial Position. The revenue is reported on the Statement of Operations and Accumulated Surplus in the year in which it is used for the specified purpose.

(vii) Revenue Recognition

Property tax billings are prepared by the municipality based on assessment rolls issued by the Municipal Property Assessment Corporation ("MPAC"). Tax rates are established annually by Council, incorporating amounts to be raised for local services, the requisition made by the County of Lambton in respect of County services and amounts the Municipality is required to collect on behalf of the Province of Ontario in respect of education taxes. A normal part of the assessment process is the issue of supplementary assessment rolls which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the Municipality determines the taxes applicable and sets up supplementary tax billings. Assessments and related property taxes are also subject to appeals, vacancy rebates and write-offs if applicable in the year. Each year management provides a best estimate of the affect of supplementary assessments and tax appeals on taxation revenue.

The Municipality is entitled to collect interest and penalties on the overdue taxes. This revenue is recorded in the period the interest and penalties are levied.

User fees and other revenues are recognized when related goods or services are provided and collectability is reasonably assured.

Investment income earned on surplus funds (other than obligatory reserve funds) is reported as revenue on the daily accrual basis. Investment income earned on obligatory reserve funds is recorded directly to each fund balance.

Conditional grant revenue is recognized to the extent the conditions imposed on it have been fulfilled. Unconditional grant revenue is recognized when the monies are receivable. Grants for the acquisition of tangible capital assets are recognized in the period in which eligible expenditures are made.

(viii) Use of Estimates

The preparation of financial statements in accordance with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the year. Due to the inherent uncertainty in making estimates, actual results could differ from management's best estimates as additional information becomes available in the future.

Notes continued on page 10....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

2. Operations Of School Boards And The County Of Lambton

The Municipality collects property taxes and payments in lieu of property taxes on behalf of the County of Lambton and school boards operating within the Municipality and County of Lambton. These amounts are not included in the consolidated statement of operations and accumulated surplus. The amounts collected and remitted as of December 31, 2019 are as follows:

	School Boards	County	2020 Total	2019 Total
Taxation and user charges collected	\$ 1,145,762	\$ 1,722,458	\$ 2,868,220	\$ 2,768,688
Amounts transferred	<u>(1,145,762)</u>	<u>(1,722,458)</u>	<u>(2,868,220)</u>	<u>(2,768,688)</u>
Balance, end of year	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

3. Hydro Investments

In recognition of the requirements of Bill 35 (The Energy Competition Act, 1998) the Municipality, along with the City of Sarnia, Township of Warwick, Village of Point Edward, Village of Oil Springs and Town of Petrolia, effective October 31, 2000, merged all of their hydro-electrical operations and transferred all of their hydro-electrical assets and liabilities to Bluewater Power Corporation and its subsidiary.

Upon determination of the fair value of assets and liabilities transferred, each municipality received a promissory note from Bluewater Power Corporation's wholly owned subsidiary, Bluewater Power Distribution Corporation, and a proportionate share of the common shares of Bluewater Power Corporation. On the effective date of Bill 35, the assets of Alvinston Hydro Electric Commission were transferred to Bluewater Power Corporation. The Municipality of Brooke-Alvinston was the sole shareholder of Alvinston Electricity Holdings Inc, which received a 0.72% interest in Bluewater Power Corporation in consideration for the transfer of the Commission's assets. The investment is reported using the modified equity method of accounting

The investment is composed of the following:

	2020	2019
Promissory note	\$ 139,519	\$ 139,519
Alvinston Electricity Holdings Inc. common shares	129,831	129,831
Share of net income since acquisition, net of dividends received	<u>255,835</u>	<u>221,541</u>
	<u>\$ 525,185</u>	<u>\$ 490,891</u>

Notes continued on page 11....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

3. Hydro Investments cont'd...

Continuity of Investment

Balance, beginning of year	\$ <u>525,185</u>	\$ <u>490,891</u>
Share of net income for the year	25,287	48,335
Dividends received during the year	<u>14,077</u>	<u>14,041</u>
Net increase in equity during the year	<u>11,210</u>	<u>34,294</u>
Balance, end of year	\$ <u><u>536,395</u></u>	\$ <u><u>525,185</u></u>

The promissory note due from Bluewater Power Distribution Corporation, bears interest at 6.73%, is unsecured, subordinated and due eighteen months following demand for payment. During 2020, the Municipality of Brooke-Alvinston received \$9,771 (2019 - \$9,567) of interest income on the promissory note which is reported in the Statement of Operations and Accumulated Surplus.

The following tables provide condensed financial information from the municipality's government business enterprises.

Bluewater Power Corporation - Financial Position

	2020	2019
Assets		
Current assets	\$ 31,820,186	\$ 30,264,503
Property, plant and equipment	83,109,097	76,407,188
Other assets	<u>8,268,927</u>	<u>6,061,392</u>
Total assets	<u>123,198,210</u>	<u>112,733,083</u>
Regulatory balances	<u>5,731,053</u>	<u>3,710,743</u>
Total Assets and Regulatory Balances	\$ <u><u>128,929,263</u></u>	\$ <u><u>116,443,826</u></u>
Liabilities		
Current liabilities	\$ 23,303,815	\$ 19,603,389
Long-term liabilities	<u>46,369,834</u>	<u>39,653,834</u>
Total liabilities	<u>69,673,649</u>	<u>59,257,223</u>
Equity		
Share capital	18,032,105	18,032,105
Retained earnings	40,720,749	38,161,859
Accumulated other comprehensive loss	<u>(3,631,104)</u>	<u>(2,629,199)</u>
Total equity	<u>55,121,750</u>	<u>53,564,765</u>
Total liabilities and equity	124,795,399	112,821,988
Regulatory balances	<u>4,133,864</u>	<u>3,621,838</u>
Total Liabilities, Equity and Regulatory Balances	\$ <u><u>128,929,263</u></u>	\$ <u><u>116,443,826</u></u>

Notes continued on page 12....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

3. Hydro Investments cont'd...

Bluewater Power Corporation - Results of Operations

Revenues	\$ 146,299,604	\$ 135,118,909
Expenditures	140,291,729	128,121,074
Income tax expense	<u>2,074,000</u>	<u>2,107,000</u>
Net income for the year	3,933,875	4,890,835
Net movement in regulatory balances, net of tax	1,756,284	1,448,564
Other comprehensive income (loss) for the year	<u>(1,001,905)</u>	<u>373,798</u>
Total comprehensive income for the year	\$ <u>4,688,254</u>	\$ <u>6,713,197</u>
Municipality of Brooke-Alvinston Share of Net Income @ 0.72%	\$ <u>25,287</u>	\$ <u>48,335</u>
Dividends	\$ <u>1,955,088</u>	\$ <u>1,950,148</u>
Municipality of Brooke-Alvinston, dividend @ 0.72%	\$ <u>14,077</u>	\$ <u>14,041</u>
Net Increase in Equity During the Year	\$ <u>11,210</u>	\$ <u>34,294</u>

Notes continued on page 13....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

4. Municipal Debt

(a) The balance of municipal debt reported on the statement of financial position is made up of the following:

	2020	2019
To Finance Tangible Capital Assets:		
Infrastructure Ontario firetruck debenture, repayable in semi-annual principal instalments of \$16,000, plus interest at a fixed rate of 1.67%, due July 2020.	\$ -	\$ 32,000
Infrastructure Ontario, Alvinston sewer facilities upgrades debenture, repayable in blended semi-annual instalments of \$5,932, including interest at a fixed rate of 2.28%, due July 2020.	-	11,664
Infrastructure Ontario, Inwood storm sewer debenture, repayable in blended semi-annual instalments of \$31,126, including interest at a fixed rate of 2.52%, due December 2026.	377,858	435,497
Infrastructure Ontario, Inwood sewer system serial debenture, repayable in semi-annual principal instalments of \$17,775, plus interest at a fixed rate of 4.54%, due March 2030.	337,725	373,275
Infrastructure Ontario, Alvinston sewer upgrades serial debenture, repayable in semi-annual principal instalments of \$2,475 plus interest at a fixed rate of 4.54%, due March 2030.	47,025	51,975
Infrastructure Ontario, waterline debenture, repayable in blended semi-annual instalments of \$19,659, including interest at a fixed rate of 2.54%, due July 2035.	<u>487,886</u>	<u>514,308</u>
	<u>1,250,494</u>	<u>1,418,719</u>
To Finance Municipal Services:		
OIPC sewer (Inwood Connections) serial debenture, repayable in semi-annual principal instalments of \$2,250, plus interest at a fixed rate of 4.54%, maturing 2030.	42,750	47,250
Tile drain loans, repayable in various blended annual payments, including interest at fixed rates of 6.00%, maturing 2022-2030.	<u>101,504</u>	<u>137,181</u>
	<u>144,254</u>	<u>184,431</u>
Total Municipal Debt	<u>\$ 1,394,748</u>	<u>\$ 1,603,150</u>

Notes continued on page 14....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

4. Municipal Debt cont'd....

(b) Principal repayments are as follows:

2021	\$	147,960
2022		151,157
2023		146,862
2024		149,839
2025		152,916
Thereafter		<u>646,014</u>
	\$	<u>1,394,748</u>

(c) Total interest charges for the year for municipal debt which is reported on the statement of financial position was \$54,999 (2019 - \$62,524). During the year, \$29,400 (2019 - \$Nil) in new tile drainage loans was incurred. The Municipality has an operating loan facility with \$2,000,000 available.

(d) The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

5. Deferred Revenue	2020	2019
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The deferred revenue is comprised of the following:

Deferred revenues	\$ <u>158,124</u>	\$ <u>511,824</u>
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The net change during the year in the deferred revenue balances is as follows:

Balance, beginning	\$ 615,048	\$ 60,215
Deferred revenue received	<u>42,590</u>	<u>587,978</u>
	657,638	648,193
Transfer to operations	<u>499,514</u>	<u>33,145</u>
Balance, ending	\$ <u>158,124</u>	\$ <u>615,048</u>

Restricted Use Funds

Canada Gas Tax 2019 Top-up	-	81,156
Canada Gas Tax 2019 Regular Instalment	-	73,141
Canada Gas Tax 2019 Admin Surplus	-	1,511
Federal Government - Accessibility Funding	-	9,392
Provincial Government - OCIF	<u>-</u>	<u>136,547</u>
	\$ <u>-</u>	\$ <u>301,747</u>

Notes continued on page 15....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

6. Tangible Capital Assets

Asset Cost 2020

	Land	Land Improvements	Buildings	Equipment	Vehicles	Infrastructure	Assets Under Construction	Total
Balance, beginning	\$ 129,786	\$ 936,425	\$ 6,072,321	\$ 4,275,518	\$ 2,047,724	\$ 26,913,980	\$ 72,380	\$ 40,448,134
Additions	-	24,706	104,680	282,645	-	719,998	321,544	1,453,573
Disposals	-	-	-	22,733	18,144	-	63,781	104,658
Balance, ending	\$ 129,786	\$ 961,131	\$ 6,177,001	\$ 4,535,430	\$ 2,029,580	\$ 27,633,978	\$ 330,143	\$ 41,797,049

Accumulated Amortization

Balance, beginning	\$ -	\$ 415,078	\$ 2,720,040	\$ 2,806,100	\$ 1,141,235	\$ 13,569,942	\$ -	\$ 20,652,395
Amortization	-	21,973	128,608	218,271	100,664	426,302	-	895,818
Disposals	-	-	-	22,733	17,644	-	-	40,377
Balance, ending	\$ -	\$ 437,051	\$ 2,848,648	\$ 3,001,638	\$ 1,224,255	\$ 13,996,244	\$ -	\$ 21,507,836

Net Book Value

	\$ 129,786	\$ 524,080	\$ 3,328,353	\$ 1,533,792	\$ 805,325	\$ 13,637,734	\$ 330,143	\$ 20,289,213
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Asset Cost 2019

	Land	Land Improvements	Buildings	Equipment	Vehicles	Infrastructure	Assets Under Construction	Total
Balance, beginning	\$ 130,068	\$ 910,190	\$ 5,994,464	\$ 4,327,646	\$ 2,029,906	\$ 26,850,192	\$ -	\$ 40,242,466
Additions	-	26,235	94,259	226,159	17,818	63,788	72,380	500,639
Disposals	282	-	16,402	278,287	-	-	-	294,971
Class transfers, (to) from	-	-	-	-	-	-	-	-
Balance, ending	\$ 129,786	\$ 936,425	\$ 6,072,321	\$ 4,275,518	\$ 2,047,724	\$ 26,913,980	\$ 72,380	\$ 40,448,134

Accumulated Amortization

Balance, beginning	\$ -	\$ 394,696	\$ 2,610,472	\$ 2,855,621	\$ 1,039,149	\$ 13,166,215	\$ -	\$ 20,066,153
Amortization	-	20,382	124,877	212,168	102,086	403,727	-	863,240
Disposals	-	-	15,309	261,689	-	-	-	276,998
Balance, ending	\$ -	\$ 415,078	\$ 2,720,040	\$ 2,806,100	\$ 1,141,235	\$ 13,569,942	\$ -	\$ 20,652,395

Net Book Value

	\$ 129,786	\$ 521,347	\$ 3,352,281	\$ 1,469,418	\$ 906,489	\$ 13,344,038	\$ 72,380	\$ 19,795,739
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Assets Under Construction

Assets under construction having a value of \$330,143 (2019 - \$72,380) have not been amortized. Amortization of these assets will commence when the asset is put into service.

Works Of Art And Historical Treasures

The Municipality manages and controls art and historical cultural treasures, they are not setup as capital assets or amortized.

Writedown Of Tangible Capital Assets

The writedown of tangible capital assets during the year was \$Nil (2019 - \$Nil).

Notes continued on page 16....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

7. Accumulated Surplus	2020	2019
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Accumulated surplus consists of the following individual fund surplus and reserves as follows:

Surplus

Invested in tangible capital assets	\$ 20,289,213	\$ 19,795,739
Equity in Bluewater Power Corporation	536,395	525,185
General surplus	99,263	46,647
Alvinston special area	7,246	7,763
Inwood special area	7,938	7,817
Water operations	(40,871)	27,407
Sewer operations deficit	36,659	(75,850)
Inwood sewer operations	(156,912)	(57,985)
Canada Day committee	9,544	9,340
Cemetery	194,748	215,036
	<u>20,983,223</u>	<u>20,501,099</u>
Unfunded:		
Long-term debt used to finance tangible capital assets	<u>(1,250,494)</u>	<u>(1,418,719)</u>
Total Surplus	<u>19,732,729</u>	<u>19,082,380</u>

Reserves set aside for specific purposes by Council:

Working Capital	1,304,612	1,304,612
Capital Reserve	1,429,282	1,429,282
Special Area	29,150	26,150
Fire	210,000	10,000
Budget Surplus Reserve	471,000	412,000
Water	148,510	-
Alvinston Investment Revenue Reserve	<u>13,681</u>	<u>117,130</u>
Total Reserves	<u>3,606,235</u>	<u>3,299,174</u>

Accumulated Surplus	\$ <u>23,338,964</u>	\$ <u>22,381,554</u>
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Notes continued on page 17....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

8. Contingencies

The nature of municipal activities is such that there may be litigation pending or in prospect at any time. With respect to claims at December 31, 2020, the ultimate outcomes are indeterminable as litigation is still in progress. The Municipality's management is of the opinion that the Municipality has valid defences and adequate insurance coverage to offset the amount of any claims and related costs, if any. Consequently, no provision for potential loss, if any, is reflected in these financial statements.

9. Budget Data

The unaudited budget data presented in these financial statements is based upon the 2020 budget approved by Council. Budgets are not prepared on a basis consistent with that used to report actual results under Public Sector Accounting Standards which is allowable as per Ontario Regulation 284/09 of the Municipal Act. Budgets anticipate using surpluses (or deficits) accumulated in previous years to reduce current expenditures in excess of revenues to \$Nil. In addition the budget expensed all tangible capital assets rather than capitalizing them and recording amortization expense. The budget also expenses principal payments on debt and reserve transfers. As a result, the budget figures presented in the Statement of Operations and Accumulated Surplus represent the budget adopted by the Municipality's council with the following adjustments.

	2020 Budget Amount
Budgeted surplus (deficit) for the year	\$ -
Adjustments to budgeted deficit:	
Debt principal repayments	181,822
Capital expenditures	2,026,616
Reserve transfers	(727,429)
Amortization	<u>(895,818)</u>
Annual adjusted budgeted surplus	\$ <u>585,191</u>

10. Pension Agreements

The Municipality makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of members of its employees. The plan is a contributory defined benefit plan which specifies the amount of the retirement benefit to be received by employees based on the length of service and rates of pay. Employers and employees contribute jointly to the plan.

Because OMERS is a multi-employer pension plan, any pension plan surpluses or deficits are a joint responsibility of the Ontario Municipal organizations and their employees. As a result, the municipality does not recognize any share of the OMERS pension plan surplus or deficit. The amount contributed to "OMERS" for 2020 was \$48,962 (2019 - \$49,712) for current service. Employers contributions for current service are included as an expense in the consolidated Statement of Financial Activity.

Notes continued on page 18....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

11. Investments and Trust Funds	2020	2019
Investments		
BMO Term Investments	\$ 208,525	\$ 204,475
BMO Mutual Fund Investments	<u>126,971</u>	<u>119,398</u>
	<u>\$ 335,496</u>	<u>\$ 323,873</u>

Investments include Trust funds administered by the Municipality amounting to \$208,525 (2019 - \$206,075) are held in trust for cemetery operations. These pertain to proceeds from cemetery lot sales. The interest on these investments is to be used for the care and maintenance of the cemetery. Legislation prohibits the use of the principal investment.

12. Comparative Figures

Certain prior year's figures have been reclassified to conform to the current year's presentation.

13. Expenses by Object

	Budget 2020	Actual 2020	Actual 2019
Materials and Services	\$ 2,807,895	\$ 1,067,053	\$ 1,300,173
Salaries and Benefits	1,370,500	1,276,548	1,156,859
Contracted Services	2,110,293	1,976,357	1,904,500
Interest expense	55,650	55,000	62,524
Other	16,549	18,595	37,026
Amortization	<u>-</u>	<u>895,818</u>	<u>863,239</u>
	<u>\$ 6,360,887</u>	<u>\$ 5,289,371</u>	<u>\$ 5,324,321</u>

There is no explicit provision for amortization in the budget

14. Segmented Information

The Corporation of the Municipality of Brooke-Alvinston is a diversified municipal government institution that provides a wide range of services to its inhabitants such as policing, fire protection, water distribution, sewage collection and treatment, waste collection and disposal, recycling services, recreational services, library facilities, and planning. Distinguishable functional segments have been separately disclosed in the segmented information.

Notes continued on page 19....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

14. Segmented Information cont'd....

The accounting policies of the segments are the same as those described in the summary of significant accounting policies.

The nature of the segments and the activities they encompass are as follows:

General Government

This reports the revenues and expenses that relate to the governance and operations of the Municipality and cannot be directly attributed to a specific segment.

Protection to Persons and Property

Protection to persons and property is comprised of police services, fire protection, animal control and building inspections. The police services work to ensure the safety and protection of the inhabitants and their property. The fire department, whose members are all volunteers, is responsible to provide for fighting services, fire prevention programs, training and education. The building inspections provides a number of services including enforcement of building and construction codes and a review of all property development plans through its application process.

Transportation Services

Transportation is responsible for maintenance and construction of the Municipality's roadways, bridges, parking areas, street lighting and winter control.

Environmental Services

Environmental services consist of providing water treatment and distribution, sanitary sewage collection and treatment and ensuring that the Municipality's sewer and water systems meet all Provincial standards. In addition, environmental services consists of providing solid waste collection and recycling services.

Health Services

Health services consists of contributions made to the area health services and the local cemetery operations.

Recreational and Cultural Services

This service provides services to improve health and development of the Municipality's inhabitants. This is accomplished by the municipality operating and maintaining parks, an arena, and a community centre. The Municipality also provides recreational programs and library facilities.

Planning and Development Services

The Municipality is responsible for planning and zoning including the Official Plan. In addition, this area of service includes tourist information, promotion and events, business improvement areas, drainage, and commercial and residential development.

Notes continued on page 20....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

14. Segmented Information cont'd...

For the Year Ended December 31, 2020	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Recreation Cultural	Planning Development	Total
Revenue								
Taxation	\$ 2,974,467	\$ -	\$ -	\$ 66,714	\$ -	\$ -	\$ -	\$ 3,041,181
Fees and User charges	12,242	75,339	4,536	606,715	20,100	143,109	313,017	1,175,058
Fees and User charges Other municipalities	-	95,337	-	-	-	-	15,002	110,339
Grants	763,081	-	602,917	75,116	-	5,000	155,508	1,601,622
Other	169,199	4,100	6,511	7,605	32,110	6,000	81,846	307,371
Bluewater Power	<u>11,210</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,210</u>
	<u>3,930,199</u>	<u>174,776</u>	<u>613,964</u>	<u>756,150</u>	<u>52,210</u>	<u>154,109</u>	<u>565,373</u>	<u>6,246,781</u>
Expenditures								
Salaries and benefits	373,085	175,450	445,738	25,655	54,841	200,529	1,250	1,276,548
Materials and supplies	110,769	107,834	362,853	216,757	18,787	184,304	65,749	1,067,053
Contracted services	26,971	538,368	559,846	366,915	-	4,862	479,395	1,976,357
Interest	-	403	-	44,706	-	-	9,891	55,000
Amortization and loss on disposal of assets	23,825	82,514	371,182	296,758	3,908	109,310	8,321	895,818
Other	<u>2,167</u>	<u>6,983</u>	<u>51</u>	<u>758</u>	<u>750</u>	<u>-</u>	<u>7,886</u>	<u>18,595</u>
	<u>536,817</u>	<u>911,552</u>	<u>1,739,670</u>	<u>951,549</u>	<u>78,286</u>	<u>499,005</u>	<u>572,492</u>	<u>5,289,371</u>
Annual Surplus (Deficit)	<u>\$ 3,393,382</u>	<u>\$ (736,776)</u>	<u>\$ (1,125,706)</u>	<u>\$ (195,399)</u>	<u>\$ (26,076)</u>	<u>\$ (344,896)</u>	<u>\$ (7,119)</u>	<u>\$ 957,410</u>

Notes continued on page 21....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

14. Segmented Information cont'd...

For the Year Ended December 31, 2019	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Recreation Cultural	Planning Development	Total
Revenue								
Taxation	\$ 2,850,249	\$ -	\$ -	\$ 84,254	\$ -	\$ -	\$ -	\$ 2,934,503
Fees and User charges	14,426	70,475	7,386	611,383	11,753	213,650	209,432	1,138,505
Fees and User charges Other municipalities	-	77,765	-	-	-	-	4,730	82,495
Grants	802,606	30	3,957	8,599	-	104,775	107,233	1,027,200
Other	198,338	2,250	76,423	7,907	37,980	5,050	76,079	404,027
Bluewater Power	<u>34,294</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>34,294</u>
	<u>3,899,913</u>	<u>150,520</u>	<u>87,766</u>	<u>712,143</u>	<u>49,733</u>	<u>323,475</u>	<u>397,474</u>	<u>5,621,024</u>
Expenditures								
Salaries and benefits	373,786	202,171	423,896	25,325	59,025	215,069	900	1,300,172
Materials and supplies	104,423	122,453	350,048	272,713	14,822	235,506	56,893	1,156,859
Contracted services	26,900	501,951	729,257	351,633	-	14,119	280,640	1,904,500
Interest	-	936	-	49,035	-	-	12,552	62,523
Amortization and loss on disposal of assets	22,288	88,387	355,010	282,530	3,910	102,954	8,161	863,240
Other	<u>2,898</u>	<u>21,757</u>	<u>-</u>	<u>1,467</u>	<u>5,450</u>	<u>2,921</u>	<u>2,535</u>	<u>37,027</u>
	<u>530,295</u>	<u>937,655</u>	<u>1,858,211</u>	<u>982,703</u>	<u>83,207</u>	<u>570,569</u>	<u>361,681</u>	<u>5,324,321</u>
Annual Surplus (Deficit)	<u>\$ 3,369,618</u>	<u>\$ (787,135)</u>	<u>\$ (1,770,445)</u>	<u>\$ (270,560)</u>	<u>\$ (33,474)</u>	<u>\$ (247,094)</u>	<u>\$ 35,793</u>	<u>\$ 296,703</u>

Notes continued on page 22....

The Corporation of the Municipality of Brooke-Alvinston
Notes To The Financial Statements
December 31, 2020

15. COVID-19 Impact

In March of 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization and has had a significant financial, market and social dislocating impact.

The Municipality has experienced the following indicators of financial implications and undertaken the following activities in relation to the COVID-19 pandemic:

- Deferred property tax, water and sewer late payment interest and penalties for two months.
- No change to tax rates for 2020.
- Temporarily started closing Municipal facilities for walk-in access on March 13, 2020. The Municipal office remained open with limited access and appropriate COVID-19 safety protocols in place .
- Working from home requirements were put in place for those able to do so, as well as physical distancing in the work units.
- Some part-time and seasonal employees have been temporarily laid off, and the hiring of one vacant position was postponed.
- The 2021 budget was developed considering the COVID-19 restrictions and the related financial implications

At this time the pandemic continues to present uncertainty over future cash flows, may cause significant changes to the assets or liabilities and may have a significant impact on future operations. In the face of this pandemic, the Municipality has adopted several specific measures, which included the cancellation of festivals, events and public gatherings , as well as the closure of several cultural and sports facilities. With Ontario now being in Phase 3 of "Reopening", the Municipality continues to follow government protocols and gathering limits as it starts the reopening process. Estimates and assumptions have been made by management to try and quantify the financial effect of these activities. A detailed review of the 2020 and 2021 budgets were conducted and the results of this work was presented to Council in the form of a revised forecast. Management will continue to review all aspects of the budget very closely and adjust and react as needed.

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

2020 Financial Statement Presentation

PUBLIC SECTOR ACCOUNTING - PSAB

- Public Sector Accounting is an audit process that ensures completeness and accuracy through a series of checklists and tests to give the user assurance that the financial statements are free from material misstatements.
- Municipalities raise revenues to deliver services on behalf of the citizens they represent – must be financially responsible.
- Public sector entities prepare their financial reporting using an accounting framework, standards and guidance designed specifically for the public sector.

PUBLIC SECTOR ACCOUNTING - PSAB

- Public Sector Accounting provides guidelines for budgeting and financial reporting as a final framework.
- The Financial Information Return (FIR) is prepared for the Province and made public record, which reports on financial and non-financial information.
- The key to financial sustainability is taking the necessary steps to manage **both** short and long-term organizational and financial risks.
- Adhering to the PSAB requirements, produces relevant financial information for accountability and informed decision-making for the Municipality of Brooke-Alvinston, as well as comparability with other municipalities.

GOVERNANCE

- Governance is the combination of processes and structures implemented by Council to inform, direct, manage and monitor the activities of the Municipality toward the achievement of its objective of financial sustainability.
- It also includes the overall accountability of the strategic planning and review of performance of the Municipality .
 - Review of financial statements
 - Reviewing budgets set and variance analysis

GOVERNANCE (cont.)

- The governance process is accomplished through:
 - Promoting appropriate ethics and values within the organization.
 - Ensuring effective organizational performance for management and accountability.
 - Communicating risk and control information to appropriate areas of the organization.
 - Coordinating the activities of and communicating information among Council, the external auditors, and management.

INTERNAL CONTROLS

- Internal controls refer to the policies, procedures, and processes that provide an organization with operational checks and balances to help prevent and help detect error, fraud or theft and provide early warning of any problems
- It also includes all measures and practices that are used to mitigate exposures to risks.
- They operate continuously and are put in place by Council and management to be adhered to by all levels of personnel in an organization to provide reasonable assurance that the organization's objectives will be achieved.

INTERNAL CONTROLS (cont.)

Page 34 of 51

- External auditors can assist in the review of the internal control policies and procurement policies.
- Our process is independent of the preparation of any policy guidelines or advisory and focuses on ensuring that the controls and the procedures in place ensure best practices, protect the municipality from potentially fraudulent activity and identifying steps that would help prevent and detect any wrongdoing.

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INTERNAL CONTROLS (cont.)

- Our review also looks at the efficiency and effectiveness of these controls and procedures, ensuring that there is no management override at any level and that processes maintain appropriate segregation of duties, documentation and authorization at each level required across each department.

INDEPENDENCE

- Canadian Auditing Standards ("CAS") require that we communicate annually with you regarding all relationships between the municipality and us that, in our professional judgement, may effect our independence.

INDEPENDENCE (cont.)

- In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the Chartered Professional Accountants of Ontario and applicable legislation, covering such matters as:
 - Holding a financial interest, either directly or indirectly, in a client
 - Holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;

INDEPENDENCE (cont.)

- In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the Chartered Professional Accountants of Ontario and applicable legislation, covering such matters as:
 - Personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
 - Economic dependence on a client; and
 - Provision of services in addition to the audit engagement.

OUR RESPONSIBILITIES AS AUDITOR

- As stated in the engagement letter, our responsibility as auditor of your municipality is to express an opinion on whether the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the municipality in accordance with Canadian Public Sector Accounting Standards
- An audit is performed to obtain reasonable but not absolute assurance as to whether the financial statements are free of material misstatement. Due to the inherent limitations of an audit, there is an unavoidable risk that some misstatements of the financial statements will not be detected (particularly intentional misstatements concealed through collusion), even though the audit is properly planned and performed.

RISK ASSESSMENT & THE AUDIT APPROACH

■ Page 40 of 51

- The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Risk is also assessed for specific balances and at times transactions to determine areas where audit testing should be increased.
- An audit also includes evaluating the appropriateness of accounting policies used, the reasonableness of accounting estimates made by management, and the overall presentation of the financial statements.

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AUDIT APPROACH HIGHLIGHTS

- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements including departmental budgets.
- Substantive testing and analytical review will be utilized to attain the appropriate level of evidence for reasonable assurance as required.
- All PSAB accounting standards are to be met including 'accrual accounting' and that tangible capital assets to be setup on statement of financial position and amortized annually.
- Overall changes in net financial assets/debt reported based on annual surplus or deficits in operations, capital purchasing and changes to reserve balances.

COUNCIL'S RESPONSIBILITIES

- Making known to the auditor any issues of disclosure, corporate governance, fraud or illegal acts, non-compliance with laws or regulatory requirements that are known to them, where such matters may impact the financial statements or Independent Auditor's Report.
- Providing guidance and direction to the auditor on any additional work the auditor feels should be undertaken in response to issues raised or concerns expressed.
- Making such enquiries as appropriate into the findings of the auditor with respect to corporate governance, management conduct, cooperation, information flow and systems of internal controls.

COUNCIL'S RESPONSIBILITIES (cont.)

Reviewing the draft financial statements prepared by management, including the presentation, disclosures and supporting notes and schedules, for accuracy, completeness and appropriateness. If required, meeting with the auditor prior to release and approval of financial statements to review audit, disclosure and compliance issues.

FINANCIAL STATEMENT HIGHLIGHTS

Page 44 of 51

- Independent Auditors Report (page 1)
- Statement of Financial Position (page 3)
- Statement of Operations and Accumulated surplus (page 4)
- Significant Accounting Policies (page 7)
- Investment in Bluewater Power (page 10)
- Municipal debt (page 13)
- Tangible capital assets summary (page 15)
- Accumulated surplus (page 16)
- Trust funds financial position (page 18)
- Segmented Information (page 18 - 20)
- Covid-19 Impact (page 22)

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STATEMENT OF FINANCIAL POSITION

	2020	2019
Assets		
Financial Assets		
Cash and cash equivalents	\$ 2,787,719	\$ 2,886,942
Investments (note 11)	335,496	323,873
Taxes and interest receivable	271,073	263,444
Accounts receivable	906,334	995,211
Loans Receivable	242,382	306,430
Investment in Bluewater Power Corporation (note 3)	536,395	525,185
Total financial assets	<u>5,079,399</u>	<u>5,301,085</u>
Liabilities		
Accounts payable and accrued liabilities	394,333	344,543
Municipal debt (note 4)	1,394,748	1,603,150
Deferred revenue (note 5)	158,124	615,048
Funds held in trust (note 11)	208,525	206,075
Total liabilities	<u>2,155,730</u>	<u>2,768,816</u>
Net Financial Assets	<u>2,923,669</u>	<u>2,532,269</u>
Non-Financial Assets		
Tangible capital assets (note 6)	20,289,213	19,795,739
Prepaid expenses	22,993	10,022
Inventory	103,089	43,524
Total non-financial assets	<u>20,415,295</u>	<u>19,849,285</u>
Accumulated Surplus (note 7)	<u>\$ 23,338,964</u>	<u>\$ 22,381,554</u>

STATEMENT OF CHANGE IN NET FINANCIAL ASSETS

Page 46 of 51

	Budget 2020 (note 9)	Actual 2020	Actual 2019
Annual surplus	\$ 585,191	\$ 957,410	\$ 296,703
Amortization of tangible capital assets	895,818	895,818	863,240
Change in prepaid and inventory expenses	-	(72,536)	43,474
Gain on sale of tangible capital assets	-	(6,512)	(76,423)
Proceeds from sale of tangible assets	-	7,012	94,394
Acquisition of tangible capital assets	<u>(2,026,616)</u>	<u>(1,389,792)</u>	<u>(500,638)</u>
Net change in net financial assets	(545,607)	391,400	720,750
Net financial assets, beginning of year	<u>2,532,269</u>	<u>2,532,269</u>	<u>1,811,519</u>
Net financial assets, end of year	<u>\$ 1,986,662</u>	<u>\$ 2,923,669</u>	<u>\$ 2,532,269</u>

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STATEMENT OF OPERATIONS & ACCUMULATED SURPLUS

	Budget 2020 (note 9)	Actual 2020	Actual 2019
Revenues			
Taxation	\$ 3,092,991	\$ 3,041,181	\$ 2,934,503
Fees and user charges	1,378,893	1,175,058	1,138,505
Fees and user charges - other municipalities	77,028	110,339	82,495
Grants	1,585,324	1,601,622	1,027,200
Other	148,584	307,371	404,027
Bluewater Power Corporation, change in equity	-	11,210	34,294
Total Revenues	<u>6,282,820</u>	<u>6,246,781</u>	<u>5,621,024</u>
Expenditures			
General government	574,358	536,817	530,295
Protection services	934,731	911,552	937,655
Transportation services	1,796,791	1,739,670	1,858,211
Environmental services	970,890	951,549	982,703
Health services	90,151	78,286	83,207
Recreation and cultural services	583,387	499,005	570,569
Planning and development	<u>747,321</u>	<u>572,492</u>	<u>361,681</u>
Total Expenditures	<u>5,697,629</u>	<u>5,289,371</u>	<u>5,324,321</u>
Annual Surplus of Revenues over Expenditures	585,191	957,410	296,703
Accumulated Surplus, Beginning Of Year	<u>22,381,554</u>	<u>22,381,554</u>	<u>22,084,851</u>
Accumulated Surplus, End Of Year	\$ <u>22,966,745</u>	\$ <u>23,338,964</u>	\$ <u>22,381,554</u>

ACCUMULATED SURPLUS SUMMARY

7. Accumulated Surplus	2020	2019
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Accumulated surplus consists of the following individual fund surplus and reserves as follows:

Surplus

Invested in tangible capital assets	\$ 20,289,213	\$ 19,795,739
Equity in Bluewater Power Corporation	536,395	525,185
General surplus	99,263	46,647
Alvinston special area	7,246	7,763
Inwood special area	7,938	7,817
Water operations	(40,871)	27,407
Sewer operations deficit	36,659	(75,850)
Inwood sewer operations	(156,912)	(57,985)
Canada Day committee	9,544	9,340
Cemetery	<u>194,748</u>	<u>215,036</u>
	<u>20,983,223</u>	<u>20,501,099</u>

Unfunded:

Long-term debt used to finance tangible capital assets	<u>(1,250,494)</u>	<u>(1,418,719)</u>
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Total Surplus	<u>19,732,729</u>	<u>19,082,380</u>
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Reserves set aside for specific purposes by Council:

Working Capital	1,304,612	1,304,612
Capital Reserve	1,429,282	1,429,282
Special Area	29,150	26,150
Fire	210,000	10,000
Budget Surplus Reserve	471,000	412,000
Water	148,510	-
Alvinston Investment Revenue Reserve	<u>13,681</u>	<u>117,130</u>

Total Reserves	<u>3,606,235</u>	<u>3,299,174</u>
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Accumulated Surplus	<u>\$ 23,338,964</u>	<u>\$ 22,381,554</u>
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INVESTED IN CAPITAL ASSETS

6. Tangible Capital Assets

Asset Cost 2020

	Land	Land Improvements	Buildings	Equipment	Vehicles	Infrastructure	Assets Under Construction	Total
Balance, beginning	\$ 129,786	\$ 936,425	\$ 6,072,321	\$ 4,275,518	\$ 2,047,724	\$ 26,913,980	\$ 72,380	\$ 40,448,134
Additions	-	24,706	104,680	282,645	-	719,998	321,544	1,453,573
Disposals	-	-	-	22,733	18,144	-	63,781	104,658
Balance, ending	\$ 129,786	\$ 961,131	\$ 6,177,001	\$ 4,535,430	\$ 2,029,580	\$ 27,633,978	\$ 330,143	\$ 41,797,049

Accumulated Amortization

Balance, beginning	\$ -	\$ 415,078	\$ 2,720,040	\$ 2,806,100	\$ 1,141,235	\$ 13,569,942	\$ -	\$ 20,652,395
Amortization	-	21,973	128,608	218,271	100,664	426,302	-	895,818
Disposals	-	-	-	22,733	17,644	-	-	40,377
Balance, ending	\$ -	\$ 437,051	\$ 2,848,648	\$ 3,001,638	\$ 1,224,255	\$ 13,996,244	\$ -	\$ 21,507,836

Net Book Value	\$ 129,786	\$ 524,080	\$ 3,328,353	\$ 1,533,792	\$ 805,325	\$ 13,637,734	\$ 330,143	\$ 20,289,213
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- Equipment additions include \$207,546 for the wastewater U.V. system
- Infrastructure additions include \$567,032 for the Lorne Street storm sewer and road work
- Assets under construction include remaining Lorne St. road work and Shiloh Line rehabilitation
- Disposals include Alvinston Fire Station generator and Public Works truck, as well as Completions of assets under construction

COVID-19 IMPACT

15. COVID-19 Impact

In March of 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization and has had a significant financial, market and social dislocating impact.

The Municipality has experienced the following indicators of financial implications and undertaken the following activities in relation to the COVID-19 pandemic:

- Deferred property tax, water and sewer late payment interest and penalties for two months.
- No change to tax rates for 2020.
- Temporarily started closing Municipal facilities for walk-in access on March 13, 2020. The Municipal office remained open with limited access and appropriate COVID-19 safety protocols in place .
- Working from home requirements were put in place for those able to do so, as well as physical distancing in the work units.
- Some part-time and seasonal employees have been temporarily laid off, and the hiring of one vacant position was postponed.
- The 2021 budget was developed considering the COVID-19 restrictions and the related financial implications

At this time the pandemic continues to present uncertainty over future cash flows, may cause significant changes to the assets or liabilities and may have a significant impact on future operations. In the face of this pandemic, the Municipality has adopted several specific measures, which included the cancellation of festivals, events and public gatherings , as well as the closure of several cultural and sports facilities. With Ontario now being in Phase 3 of "Reopening", the Municipality continues to follow government protocols and gathering limits as it starts the reopening process. Estimates and assumptions have been made by management to try and quantify the financial effect of these activities. A detailed review of the 2020 and 2021 budgets were conducted and the results of this work was presented to Council in the form of a revised forecast. Management will continue to review all aspects of the budget very closely and adjust and react as needed.

Thank You – Questions?

Baker Tilly Sarnia – your trusted professional advisors.

**Now, for
tomorrow**

Janet Denkers

From: Les Douglas <ldouglas@brktel.on.ca>
Sent: Friday, August 6, 2021 7:43 AM
To: Janet Denkers
Cc: tootalltriest@hotmail.com
Subject: Council meeting on the 12th of August

I would like to be added to the agenda on the 12th of August so that I can give the council an update on the Pavilion and to see about phase two of another project.

Les Douglas



Lambton Attack Girls Hockey Association

Petrolia, ON

To Whom It May Concern,

It is with pleasure that we the Board of the Lambton Attack Girls Hockey Association write to show our support for the proposed expansion and addition of the Alvinston Pavilion project.

We are in full support of the Alvinston Optimist and Municipality to enhance this facility.

As users of this facility we feel that improvements to the arena would benefit our community. It will support not only our hockey association but also other organizations and community events.

Our organization has already benefited from the first phase of these improvements being able to facilitate our Board meetings and outdoor AGM. It is our perspective that further improvements would enable even more opportunities for our association, like outdoor dryland practices and warm-ups with access to washrooms and dressing facilities.

We appreciate our local Optimist and Municipalities efforts to create a safe and versatile space for our community and local associations to thrive.

Kind Regards,

A handwritten signature in black ink that reads "Aleesha Gray". The signature is written in a cursive, flowing style.

Aleesha Gray
Secretary



Re: Letter of support for Phase 2 of Optimist Building Project

Dear Municipality of Brooke-Alvinston,

It is with extreme excitement that we have heard of the Alvinston Optimist Club's intent to begin to fundraise for phase 2 of their planned project. This includes a new canteen, new dressing room at the north end of the arena, and a hallway behind the arena, joining the pavilion to the arena to access the new wheelchair accessible washrooms from both inside and outside (depending on the season).

The current canteen is an insurance liability and potential nightmare to this municipality. It is old and outdated and needs to be updated. Some of our fans have a hard time climbing the hill that it sits on in its current location, and there is a tripping hazard for older folks as they make the step up onto the concrete approach to the pavilion or stepping down. Fans after it gets dark sometimes would fall off the concrete of the canteen. This can all be avoided if a new canteen was built on level ground.

The pavilion is now the focal point of our facilities behind the arena. Let's continue to add to this central meeting ground, which phase 2 of the Optimist project addresses. While both the Senior and Junior Aces are not able to donate financially at this time, we are very much so eager to see the facilities updated for our future seasons. We thoroughly support and endorse the phase 2 plan by the Alvinston Optimist Club.

Sincerely,

Andy Triest – Coach of the Alvinston Jr. Aces Fastball Team

Joe Triest – Player/Coach of the Alvinston Sr. Aces Fastball Team



East Lambton Minor Hockey Association

P.O. Box 279, Watford ON N0M 2S0

adam@mackellarfarms.ca 519-318-4463

August 8, 2021

Re: Letter of intent to move forward with phase 2 of the Alvinston Arena project.

Alvinston Optimist Club:

At the most recent East Lambton Minor Hockey Association executive meeting held on August 5th, 2021 a motion was made to commit \$30,000.00 to the Alvinston Arena addition (replacement of the canteen and dressing room). The funds are to be allocated for the dressing room on the North side of the arena, with the hope that the existing South side dressing rooms can now be enhanced and brought up to today's standards.

We do hope your Club is successful in getting the other users and community groups behind this worthwhile project. If you need volunteers to help with the project please do not hesitate to reach out to me.

Thanks,

Adam MacKellar

President ELMHA



Alvinston Killer Bees Hockey Club

81 Royal St. Box 334 Thedford, ON N0M 2N0

To whom it may concern,

It is with great excitement that we hear of the possible expansion and alteration of the Alvinston arena. The visitors' dressing rooms are far too small for the teams we would be hosting. An upgrade would be very much welcomed and supported by our hockey club.

Anything you need from us please don't hesitate in contacting me.

Shawn Dickey

President, Head Coach and GM

Alvinston Killer Bees Hockey Club

C – 226-926-6391

ALVINSTON OLD SCOTTIES HOCKEY CLUB

3027 Oil Heritage Rd., Oil Springs, ON N0N 1P0

August 5, 2021

To Brooke-Alvinston Council:

The Alvinston Old Scotties men's hockey team has been playing games out of the Brooke-Alvinston Complex for many years. We see and hear about areas that need improvement to the complex which was built in 1977.

As times have changed and modern arenas are constructed our visiting teams that we play on a weekly basis are forced to dress in inadequate dressing rooms – there simply is not enough space. The Optimist Club of Alvinston is planning to replace a dressing room with a new more modern one, therefore allowing more space for visiting teams.

Our team fully endorses the construction of a new dressing room and canteen bringing the current facility up to better standards. We will support this cause anyway that we can to help bring the arena to a higher level.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colin Dobbin', with a stylized, cursive script.

Colin Dobbin

President

Alvinston Old Scotties Hockey Club



Brooke-Alvinston Synchronized Skating Club
P.O. Box 394
Alvinston, ON
N0N 1A0

August 7, 2021

To whom it may concern:

Please accept this letter as support for the Alvinston Optimist proposal to enhance and upgrade the arena - phase two of the three phase project. We agree that constant improvement is required to keep our facility relevant and ensure its use for years to come.

We are a volunteer board and operate as a not for profit organization, but if there is any way we can help in this endeavour please do not hesitate to contact me.

We look forward to using the upgraded facility, upon completion, good luck with your application.

A handwritten signature in black ink that reads 'Shelley Atwell'.

Shelley Atwell
Treasurer
BASSC/Alvinston Ice Angels

Alvinston Minor Hockey Association

"The Armstrong Foundation"

3304 Elgin St.

August 5, 2021

Alvinston ON

To Brooke-Alvinston Council & Grant Applicants:

On behalf of the former Alvinston Minor Hockey Association, now known as the 'Armstrong Foundation'. We want to express our appreciation for the Optimist Club's plan to move forward with improvements to our local arena.

The board has agreed to advance \$60,000.00 to see the much needed phase two of the BAICC Complex. We do hope you will be successful in obtaining the much needed funding to see this project completed in a timely manner.

The board determines the best projects to invest into within the community for the advancement and support needed to involve more kids in minor hockey, on behalf of Wilfred Armstrong's wishes. It is our hope that a more modern facility will be more welcoming to kids and parents alike.

Please feel free to contact me anytime if there is more our association can do for you at 519-384-2370,

Yours Truly,



Joe Triest – President

Hayter Memorial Hockey Tournament

Brooke Alvinston



August 9, 2021

To Whom It May Concern,

I am writing this letter on behalf of the Hayter Memorial Hockey Tournament to the Alvinston Optimist Club to advise them that we would like to commit to a contribution of \$2500.00 towards Phase 2 (new dressing rooms and concession booth).

We are optimistic that the 2021 Hayter Memorial Hockey Tournament will be back to normal and we are looking forward to have an on ice version of the tournament.

Sincerely,

Ron McCabe

Ron McCabe, Station Chief Brooke Fire Rescue



ALVINSTON MINOR BALL ASSOCIATION

c/o Andy Triest

3188 River St.

Alvinston, ON, N0N 1A0

Email - alvinstonminorball@gmail.com

Website – alvinstonminorball.ca

Re: Letter of support for phase 2 of Optimist Building Project

Dear Municipality of Brooke-Alvinston,

It has come to our association's attention that the Alvinston Optimist Club is attempting to continue on with phase 2 of their building project. In phase 1, a beautiful amenity was added to our municipality with the addition of the pavilion with wheelchair accessible washrooms.

Phase 2 would provide a new dressing room, hallway behind the pavilion washrooms, and canteen. This would help to join the pavilion to the arena, and provide a much needed new dressing room at the north end of the arena. First and foremost, a new canteen would be added, which would very much so improve the facilities behind the arena where ball is played in the summer at our two diamonds. The canteen currently in place is very central to both diamonds, but needs a serious upgrade. It is outdated and needs a facelift. Since the washrooms are no longer needed in that building, a new canteen would be a sharp addition and make our facilities behind the arena far more complete and up-to-date. Don't fix what's old; let's work together to make something brand new that will continue to attract people to our municipality, but also show that we have top-notch facilities for now and into the future.

While Alvinston Minor Ball at this point is not in a financial position to contribute to this project, we will review what we can contribute to this project once the season is over, as we understand the need of a new canteen, and support these additions proposed by the Optimist Club to update our facilities.

After a season off due to COVID, Alvinston Minor Ball has almost 170 athletes playing ball on our municipality's diamonds this summer (including Inwood), and therefore the demand is there and the facilities are being used, so why not upgrade and update our outdated facilities, and keep the good times rolling in our municipality!

Sincerely,

Andy Triest – Alvinston Minor Ball President

July 26, 2021

Brooke Chumton
Mayor and Council:

We are getting some wonderful
improvements in our little town.
But there is a spot that visitors
as well as residents must see
and wonder, as I do, what can
be done. The corner of Centre
and River Sts. seems rather
disgraceful - lots of weeds, and
partial fence - nothing being done
to it.

Should it be cleaned up? Is
there a deadline to have something
done?

Let's make our village
more welcoming.

Thanks for your attention.

Rich Letch

3236 River St. P.O. Box 28
Alvinston, ON N0N 1A0

Phone: 519.898.2173
Fax: 519.898.5653



NOTICE OF MAINTENANCE SITE MEETING KELLY DRAIN

Drainage Act, R.S.O. 1990, Chapter D.17, s. 74

Dear Sir/Madam:

You are hereby notified that the Drainage Superintendent will be available for a maintenance site meeting for the Kelly Drain in accordance with Section 74 of the Drainage Act.

Section 74 of the Drainage Act sets out provisions that all Municipalities are responsible for the maintenance and repair of a drainage works constructed under a by-law passed under this Act and are required to maintain each drain in good working order according to the last revised Engineer's Report, if the said drain so requires.

The Council of the Municipality of Brooke-Alvinston has scheduled an on-site meeting for the:

Kelly Drain

on

Tuesday, August 24, 2021

9:30 a.m.

Location: Inwood Road at the outlet of the drain

Dated the 3rd day of August, 2021

Janet Denkers
Clerk-Administrator

Failure to attend examination – You are hereby notified that if you do not attend at the examination, it may proceed in your absence and except as otherwise provided in the Drainage Act, you will not be entitled to any further notice in the proceedings. Statutory Powers Procedure Act., 1990, c. D.17, Last Amendment: 2010, c.16, Schedule 1, s.2.

3236 River St. P.O. Box 28
Alvinston, ON N0N 1A0

Phone: 519.898.2173
Fax: 519.898.5653



NOTICE OF MAINTENANCE SITE MEETING COOK DRAIN

Drainage Act, R.S.O. 1990, Chapter D.17, s. 74

Dear Sir/Madam:

You are hereby notified that the Drainage Superintendent will be available for a maintenance site meeting for the **Cook Drain** in accordance with Section 74 of the Drainage Act.

Section 74 of the Drainage Act sets out provisions that all Municipalities are responsible for the maintenance and repair of a drainage works constructed under a by-law passed under this Act and are required to maintain each drain in good working order according to the last revised Engineer's Report, if the said drain so requires.

The Council of the Municipality of Brooke-Alvinston has scheduled an on-site meeting for the:

Cook Drain
on
Tuesday, August 24, 2021
11:00 a.m.

Location: Forest Road at the outlet of the drain

Dated the 3rd day of August, 2021

Janet Denkers
Clerk-Administrator

Failure to attend examination – You are hereby notified that if you do not attend at the examination, it may proceed in your absence and except as otherwise provided in the Drainage Act, you will not be entitled to any further notice in the proceedings. Statutory Powers Procedure Act., 1990, c. D.17, Last Amendment: 2010, c.16, Schedule 1, s.2.



Cultural Services Division
789 Broadway Street, Box 3000
Wyoming, ON N0N 1T0

Telephone: 519-845-0801
Toll-free: 1-866-324-6912
Fax: 519-845-3872

NEWS RELEASE

For Immediate Release

Lambton County's Museums, Gallery and Archives Reopening Soon

Monday, July 19, 2021

Wyoming, ON – With the recent easing of restrictions as Sarnia-Lambton advances to Step 3 in Ontario's Roadmap to Reopen, Lambton Heritage Museum, Lambton County Archives, and the Judith & Norman Alix Art Gallery will be reopening to the public on Wednesday, August 4, 2021.

The reopening follows public health guidance and sector-specific guidelines developed by the province. Although these spaces and interactions will look different to enable physical distancing, every effort has been made to ensure visits to these cultural facilities are a safe and enjoyable experience for all. COVID-19 safety planning at cultural facilities includes the following:

- Museum, Gallery, and Archives hours of operation, services offered and capacity are limited to ensure enhanced safety.
- All visits to the museums, Gallery and Archives are by timed entry to ensure proper physical distancing, requiring patrons to book an appointment in advance. If visitors do not have an appointment, they will only be accommodated as space and time allow.
Hours of operation are 11:00 a.m. - 4:00 p.m. Wednesdays, Fridays and Saturdays, and extended hours on Thursdays from 11:00 a.m. - 8:30 p.m.
- Processes for recording each visitor's name and contact information will be in place at all cultural facilities to support effective contact tracing;
- All visitors are requested to wear a face covering or non-medical mask, while inside the facilities and any outbuildings.
- Visitors are asked to respect physical distancing by maintaining 2 meters distance from others at all times while visiting cultural facilities.
- Upon booking an appointment, all visitors will be asked to self-monitor symptoms before entering any cultural facility, and must visit at another time if feeling unwell.

...More

Lambton Heritage Museum will reopen featuring two new exhibits, *Nnigiiwemin / We Are Going Home* (August 4 – September 26, 2021) and *The North Lambton Quilter's Guild Show* (August 4 – 21, 2021). For more information or to purchase an admission ticket, call 519-243-2600 or visit www.heritagemuseum.ca.

The Judith & Norman Alix Art Gallery will reopen with two new exhibitions, *An Abridged Sonic History of Global Conflict* by contemporary artist Lee Henderson and *Focus Finder* by contemporary photo-based artist Susan Dobson - both showing from August 4, 2021 to January 30, 2022. For more information or to book your free admission ticket call 519-336-8127 or visit www.jnaag.ca.

Lambton County Archives will allow researcher access by scheduled appointment. For more information or to book a scheduled appointment call 519-845-5426 or visit www.lambtonarchives.ca.

The Oil Museum of Canada, National Historic Site, remains closed as a significant renovation is completed. The Museum will be reopening in the coming weeks with an improved facility and new exhibit. [Subscribe to e-news](#) or follow the Oil Museum of Canada on [Facebook](#) to receive announcements regarding the reopening.

In advance of re-opening to the public, the museums, Gallery, and Archives ask patrons to familiarize themselves with all guidelines to ensure cultural facilities remain a safe place for all visitors and staff. The full list of guidelines will be available on each website.

The County of Lambton asks all residents and visitors to continue respecting all public health guidelines, including regular hand hygiene, physical distancing, and staying home if feeling unwell. Stay informed on the COVID-19 situation in Lambton County by visiting the Lambton Public Health website at www.lambtonpublichealth.ca.

-30-

Please contact:

Laurie Webb

Manager, Museums, Gallery and Archives

County of Lambton

519-845-0809 ext. 5230

laurie.webb@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

July 20, 2021

Municipal Administrators:

Re: Amendments to Step Three of Roadmap to Reopen

The purpose of this memo is to share an update on changes to the Step 3 Regulation that the Province made after our recent letter was sent out. This information, along with the content of our previous letter is intended to assist in providing guidance to your local businesses, community organizations, and individuals that may be using your spaces. We encourage you to share this information to ensure these measures are implemented where applicable.

This update applies to:

- 1) Any business, place, facility or establishment (that is not a licensed food establishment) that is selling or serving food, including event spaces.
- 2) Establishments that have games such as darts/cards/bingos or billiards occurring within their spaces.

1. Businesses/Events where Food/Drink are Served:

Businesses, facilities or establishments that are not licensed as a food establishment and are selling or serving food/drink at any point in their operations, are then required to follow the food or drink establishment measures in Step 3 as outlined in the Regulation (O. Reg. 364/20, Schedule 2, Section 1):

The key measure under restaurants and food and drink establishments to bring to your attention, that would apply to such businesses selling or serving food and drink, relates to capacity limits as follows:

- The total number of patrons permitted to be seated at the establishment/event, whether indoors or outdoors, must be limited to the number where at least 2 metres distance is maintained from other persons at the establishment/event.

If there are specific capacity limits that apply to a business or event (such as for concerts or meeting/event spaces etc.), that are outlined in Step 3 Regulations then these capacity limits must be followed **unless** they are more than the capacity limits for food establishments, as outlined above; meaning the capacity limit that is less will apply.

To simplify, the capacity limits to be calculated to determine how many people can attend your event that involves selling or serving food/drink are:

- i) the number that can be seated within the venue with at least 2 metres distancing being maintained between each patron OR
- ii) the capacity outlined for your specific sector/event outlined in the Step 3 regulations (364/20)

The lowest capacity limit determined from the above will apply to your venue.

NOTE: If your outdoor space is covered by a roof, canopy, tent, awning/other elements, you must ensure at least two sides are open as indicated in Schedule 1, Subsection 5.

2. Establishments with card games/bingos, billiards, darts and other similar activities operating within their premises:

- These businesses/establishments are required to follow the measures outlined in the O. Reg. 364/20 under Schedule 2 Section 25.

Sincerely,

Workplace and Municipal COVID-19 Liaison Team

LAMBTON PUBLIC HEALTH | County of Lambton
 150 N. Christina St., 2nd Floor, Sarnia ON N7T 8H3
 p: 519-383-8331 | 1-800-667-1839
 e: workplacewellness@county-lambton.on.ca
 w: <https://lambtonpublichealth.ca/>



Cultural Services Division
 Lambton Heritage Museum
 10035 Museum Road
 Grand Bend, ON N0M 1T0

Telephone: 519-243-2600
 Fax: 519-243-2646
www.lambtonmuseums.ca

NEWS RELEASE

For Immediate Release

New Exhibits Opening at Lambton Heritage Museum

Tuesday, July 20, 2021

Grand Bend, ON – Lambton Heritage Museum is pleased to announce its reopening on Wednesday, August 4 featuring a new exhibit – *Nnigiwemin / We Are Going Home*.

Nnigiwemin / We Are Going Home examines the relationship between colonialism and the loss of land by the Chippewas of Kettle & Stony Point First Nation. A response to the 25th anniversary of the "Ippeewash Crisis" of 1995, this exhibit introduces the concept of *Chi-Naakinigewin*, or Natural Law, as a driving force for land and water protection. Using interviews, maps, moving images, soundscapes, and wampum, it illustrates the relationship between people, land, and Anishinaabeg Nationhood. Co-curated by Summer Bressette and Monica Virtue with illustrations by Bridget George, this exhibit was originally organized as *Gaawiin Ogiibagidenawaasiwaawan / They Did Not Let It Go* by Museum London.

"This exhibit was originally presented at Museum London in 2020," said Dana Thorne, Curator/Supervisor, Lambton Heritage Museum. "We are pleased to have an opportunity to bring this exhibit home. It has been a pleasure to work with Summer Bressette and other Anishinaabe from Kettle and Stony Point First Nation in presenting this exhibit." Admission to the Museum for Indigenous visitors will be waived for the duration of the exhibition.

Additionally, a virtual talk will be presented on Tuesday, July 27 with the exhibit's co-curators. Monica and Summer will contextualize some of the exhibit's cultural content by exploring themes like *Chi-Naakinigewin*, or Natural Law, and the use of the Anishinaabemowin language. They will discuss allyship and the ongoing process of decolonizing museums. Finally, they will reflect on the significance of presenting this exhibit so close to their community. The talk is free to all to attend, but preregistration is required.

To learn more about this exhibit or to register for the upcoming talk, visit the [exhibit page](#) on the [Lambton Heritage Museum website](#).

...More

Also opening at the Museum on August 4 is the bi-annual North Lambton Quilter's Guild Show. This show, normally only presented over a weekend, is being extended to accommodate physical distancing and will run for two and a half weeks. Join us to explore antique quilts from the Lambton Heritage Museum collection as well as new creations from this talented Guild.

Nnigiiwemin / We Are Going Home will be open August 4 – September 26, 2021 and the North Lambton Quilter's Guild Show will be open August 4 – 21, 2021.

To book a time to visit the Museum and explore these exciting new exhibits in person, visit the [Lambton Heritage Museum website](#).

-30-

Please contact:

Dana Thorne

Curator/Supervisor, Lambton Heritage Museum

County of Lambton

519-243-2600 ext. 3151

dana.thorne@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

NEWS RELEASE

For Immediate Release

Lambton COVID-19 Immunization Task Force Update – July 20

Wednesday, July 21, 2021

Point Edward, ON – The Lambton COVID-19 Immunization Task Force held its final meeting on Tuesday, July 20 to discuss updates to the COVID-19 vaccine rollout and to review plans for winding down Lambton Public Health's (LPH) mass immunization centres. Here are some highlights from the meeting:

To date, a total of 152,591 total doses of COVID-19 vaccine have been administered to residents of Lambton County by public health, hospitals, primary care and pharmacies. That represents 74.9 percent of adults (aged 18+), and 56.9 percent of eligible youth (aged 12-17) who have received one dose of a COVID-19 vaccine. Currently, 60.8 percent of adults and 26.8 percent of eligible youth have received two doses of a COVID-19 vaccine, and are considered fully vaccinated.

LPH is holding a walk-in clinic on Saturday, July 24 from 10:00 a.m. to 3:00 p.m. at the Dow Centre for Youth, in Sarnia. Everyone aged 12+ is welcome to this **first dose only** drop-in clinic offering Pfizer. No appointments necessary. Residents are asked to bring their health card or another piece of ID. The event will feature some free giveaways, snacks and games. Learn more:

<https://lambtonpublichealth.ca/event/first-dose-walk-in-clinic/>

The region is currently in Step Three of the Government of Ontario's Roadmap to Reopen. The Province will remain in Step Three until all public health units have at least 70 percent of people aged 12 and up fully vaccinated. **In order to meet this goal, Lambton Public Health is asking everyone who received a first dose to book their second dose appointment as soon as possible.**

"We are ahead of our original schedule and mass immunization clinics will begin to wind-down in August," said Dr. Sudit Ranade, Medical Officer of Health for Lambton County. "While we will continue to hold smaller clinics at some locations, second dose appointments that were originally scheduled after August 10 will be canceled and residents are encouraged to reschedule at their earliest convenience."

If you have not booked a second dose appointment or have an original appointment scheduled after August 10, please book an appointment using LPH's online Registration. The next available appointment dates are:

- Clearwater Arena– July 23 & 30
- Point Edward Arena – August 3 & 4
- Wyoming Fair Grounds- July 22 & 29
- The Shores Recreation Centre- July 21 & 28

LPH will continue to operate smaller vaccination clinics in August until the majority of residents have been fully vaccinated. Other pop-up clinics may also be held throughout the County as needed, and vaccinations will continue through other channels including mobile teams, primary care and pharmacies.

...More

Vaccine Standby List

Residents who are able to travel to a vaccination clinic on short notice are encouraged to sign up for the Vaccine Standby List. Depending on the number of clinic cancellations and no-shows each day individuals may be called. The list is reset each clinic day at 10:00 a.m., so please remember to sign up daily.

"I'm happy with the current state of our COVID-19 Immunization Rollout and would like to thank each member of the Lambton Task Force for their hard work and dedication," said Dr. Ranade. "We've achieved our goal of significantly reducing deaths and hospitalizations. Now, we must turn our attention to slowing the spread of COVID-19 in our community by ensuring as many people as possible are immunized."

For the latest updates on Lambton County's COVID-19 Immunization Rollout please visit GetTheVaccine.ca. Questions? Contact LPH's Vaccine Call Centre at 226-254-8222, Monday to Friday, 9:00 a.m. to 4:00 p.m.

-30-

Please contact:

LPH-media-inquiries@county-lambton.on.ca

The Lambton COVID-19 Immunization Task Force is a group dedicated to the safe, comprehensive, effective, efficient and equitable rollout of the COVID-19 vaccine in Lambton County. Led by Lambton Public Health, the group consists of key stakeholders critical to the success of the plan including: Bluewater Health, Emergency Medical Services, Primary Care, Community Emergency Management Coordinators from the City of Sarnia, Village of Point Edward and County of Lambton, Aamjiwnaang First Nation, Kettle and Stony Point First Nation, and Walpole Island First Nation. The Task Force works to make vaccinations available to eligible populations in alignment with the Province of Ontario's COVID-19 Vaccine Distribution Plan.



Cultural Services Division
Library Headquarters
787 Broadway Street, Box 3100
Wyoming, ON N0N 1T0

Telephone: 519-845-3324
Toll-free: 1-866-324-6912
Fax: 519-845-0700
www.lclibrary.ca

NEWS RELEASE

For Immediate Release

Lambton County Library re-opening August 3

Tuesday, July 27, 2021

Wyoming, ON – Lambton County Library will be re-opening selected locations for limited services including computer appointments, browsing, and in-person pick-ups, beginning Tuesday, August 3, 2021.

Lambton County Library locations currently offering contactless curbside pickup will open for in-person visits by scheduled appointments for public computer use, wi-fi use and academic research. In addition these 16 locations will re-open for in-person browsing with no requirement for a scheduled appointment; however patrons are asked to limit their visits to once daily, for no longer than 45 minutes. Capacity limits to meet provincial legislation will be posted at entrances and other restrictions will remain in place, including a requirement to wear a face mask.

To book an appointment for public computer use, wi-fi use and academic research, cardholders can call the location they wish to visit, book online at www.lclibrary.ca/appointments or call the central booking line at 519-337-3291 ext. 5900, toll free at 1-866-324-6912 ext. 5900.

All appointments will start on the hour and be limited to 45 minutes. This will provide adequate time to clean the space before the next appointment begins. Cardholders will also be limited to one appointment per day. Upon booking an appointment, all visitors are asked to self-monitor symptoms before entering any cultural facility, and must visit at another time if feeling unwell.

Sarnia Library Theatre will also reopen for performances with live audiences effective Tuesday, August 3, 2021; however several COVID-19 restrictions remain in place including 50% capacity limits, and requirements to wear face masks and maintain physical distance.

More...

Library locations offering these services are:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
LOCATIONS & PUBLIC HOURS OF OPERATION FOR CURBSIDE PICKUP, IN-PERSON BROWSING PUBLIC COMPUTER & WIFI USE, AND IN-PERSON REFERENCE SERVICES BY SCHEDULED APPOINTMENT.							
ALVINSTON	3 - 6 PM		3 - 6 PM			11 - 2 PM	
BRIGDEN	4 - 7 PM		4 - 7 PM		11 - 2 PM		
BRIGHT'S GROVE	12 - 6 PM	12 - 6 PM	12 - 6 PM	12 - 6 PM	11 - 2 PM	11 - 2 PM	
CORUNNA	11 - 2 PM	3 - 6 PM	11 - 2 PM	3 - 6 PM	11 - 2 PM	11 - 2 PM	
FLORENCE		3 - 6 PM			11 - 2 PM		
FOREST	12 - 6 PM	12 - 6 PM	12 - 6 PM	12 - 6 PM	10 - 4 PM	10 - 4 PM	
GRAND BEND	4 - 7 PM		4 - 7 PM	4 - 7 PM		11 - 2 PM	
MALLROAD	12 - 6 PM	12 - 6 PM	12 - 6 PM	12 - 6 PM	10 - 4 PM	10 - 4 PM	
OIL SPRINGS	11 - 2 PM			3-6 PM			
PETROLIA	12 - 6 PM	12 - 6 PM	12 - 6 PM	12 - 6 PM	12 - 6 PM	10 - 4 PM	
POINT EDWARD		3 - 6 PM		3 - 6 PM		11 - 2 PM	
SARNIA	10 - 7 PM	10 - 7 PM	10 - 7 PM	10 - 7 PM	10 - 7 PM	10 - 4 PM	1 - 4 PM
SOMBRA		3 - 6 PM				11 - 2 PM	
THEDFORD		3 - 6 PM				11 - 2 PM	
WATFORD	3-6 PM	11 - 2 PM		3 - 6 PM		11 - 2 PM	
WYOMING	1 - 7 PM	1 - 7 PM	1 - 7 PM		10 - 4 PM	10 - 4 PM	

To book the Sarnia Library Theatre call 519-337-3291, email sarnialibrarytheatre@county-lambton.on.ca or write to Sarnia Library – Facilities, 124 Christina Street South, Sarnia, ON, N7T 1E2.

More...



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

Emergency Control Group Update – July 28

Wednesday, July 28, 2021

Wyoming, ON - The County of Lambton Emergency Control Group met Wednesday, July 28 to discuss updates to the current COVID-19 situation.

At this meeting, the Emergency Control Group:

- Heard that 159,868 doses of COVID-19 vaccine have been administered in Lambton County, as of Wednesday, July 28. That represents 74.5% of individuals aged 12+ that have received at least one dose of COVID-19 vaccine, and 63.7% of individuals aged 12+ that have received two doses.
- Discussed plans to wind down the mass vaccination clinics over the next week and a half. Smaller, more sustainable, routine clinics, including drop-in clinics and pop-up locations throughout the County, will be occurring over the next several weeks to accommodate first and second doses.
- Would like to remind residents that all eligible individuals can register for their vaccine appointment or attend a drop-in clinic. Full details listed at getthevaccine.ca. Current eligibility requirements are:
 - Everyone **12 years of age and older** is eligible for a first or second dose.
 - The recommended minimum interval between doses is 28 days, except for those who received AstraZeneca for a first dose. Individuals may choose to have a second dose of an AstraZeneca COVID-19 vaccine or an mRNA vaccine at the product monograph interval of 4-12 weeks.
- Would like to remind residents that local statistics are available on the [Lambton Public Health website](#), including a detailed [community snapshot](#).

For the most up to date information regarding COVID-19 including current statistics, please visit the [Lambton Public Health website](#), [GetTheVaccine.ca](https://getthevaccine.ca) and the Province of Ontario website. Facility closures and local supports and resources are listed on the [Lambton County website](#).

-30-

Please contact:

Kevin Marriott
Warden
County of Lambton
519-381-6111
kevin.marriott@county-lambton.on.ca

Lisa Leggate
Communications & Marketing Coordinator
County of Lambton
519-845-0801 ext. 5214
lisa.leggate@county-lambton.on.ca



Long-Term Care Division
 Marshall Gowland Manor
 749 Devine Street
 Sarnia, ON N7T 1X3

Telephone: 519-336-3720
 Fax: 519-336-3734
www.lambtoncares.ca

NEWS RELEASE

For Immediate Release

Imperial Oil Donates Trishaw Bike to Marshall Gowland Manor Auxiliary

Wednesday, July 28, 2021

Sarnia, ON - A trishaw bike is now in service at Marshall Gowland Manor. The trishaw bike was purchased through a donation made to the Manor's Auxiliary by the Imperial Sarnia site.

"The trishaw bike is a wonderful addition to the range of activities offered at Marshall Gowland Manor," said Jane Joris, General Manager, Long-Term Care. "With the addition of this bike, all three of our County Homes can now offer this activity to our elders. The goal of all programs and activities offered at our Homes is to keep elders active and engaged, and we are excited to expand our activity options available at the Manor to include this new trishaw bike."

The trishaw bike was purchased by the Manor Auxiliary through a generous donation made by Imperial. People living at the Home attended a ribbon cutting ceremony today, and enjoyed ice cream from Dips Soft Serve while waiting for a turn to ride on the bike.

"The pandemic created feelings of isolation within our community, including residents in long-term care. We hope that the trishaw bike will promote getting outside more and contribute to mental well-being. Imperial is proud of the relationship that we have with Marshall Gowland Manor and the County of Lambton, and we hope to continue building on this partnership in the future," says Imperial Chemical Plant Manager Kimberly Haas.

Currently, Recreation & Leisure staff are being trained as 'pilots' to provide rides on the bike to people living at the Manor. As COVID-19 pandemic restrictions are eased and volunteers are permitted back into the Home, they will also be trained and will assist the Home's staff in providing trishaw bike rides. The trained pilots will start offering rides to people in early August. If you are interested in volunteering as a trishaw bike pilot, please contact volunteer@county-lambton.on.ca.

The bike can accommodate two passengers on each ride, which is navigated by the pilot. Elders with reduced mobility can be assisted onto the bike, ensuring everyone will have access to the newly offered activity.

The County of Lambton Long-Term Care Division operates three long-term care homes in Forest, Petrolia, and Sarnia. Lambton County Homes provide high quality long-term care by creating a warm home where people direct their care, families are welcomed and respected, and services are provided by compassionate professionals and volunteers.



July 20, 2021

AMO Policy Update – Northern Wildfire Evacuations and Ontario Connects

Northern Wildfire Evacuations – Host Municipalities Urgently Needed

There is an urgent need to find additional willing municipal hosts for northern communities who need to evacuate their homes due to wild fires – either right now or during the 2021 fire season. There is no better time to extend a neighbourly hand to Indigenous people and communities.

Currently there are several Nishnawbe Aski Nation communities in Northwestern Ontario being evacuated. There may soon be more evacuations needed. Many municipalities who have hosted in the past are continuing with their neighbourly efforts, but more are needed to put up their hands to host our northern neighbours.

All eligible hosting costs for First Nation evacuations are recoverable from the federal government. The federal government, through Indigenous Services Canada (ISC), enters into hosting agreements with interested municipalities that are designed to contain all the needed elements. A link to the federal funding template/model (ISC) is [here](#).

Where evacuations need to be hosted on short notice, there may not be time to permit the usual legal reviews, etc. to finalize an ISC hosting agreement. In such a scenario, we understand that Emergency Management Ontario (EMO) is willing to work with the host municipality and ISC to get it done or find a short-term alternative.

The Ministry of Health has also prepared a COVID-19 guidance document: [Community Emergency Evacuations Version 2.0 – July 6, 2021](#) for reference.

Interested municipal leaders and staff can contact the Provincial Emergency Operations Centre Duty Officer, in the EMO at PEOCDO01@ontario.ca, who will let you know the next steps for becoming a host.

Ontario Connects – Broadband Announcement

On Friday, the Province announced a new innovative procurement process that would help connect every region to high-speed internet by the end of 2025. Infrastructure Ontario will lead the procurement process beginning this summer. The process will be transparent and competitive by enabling Internet Service Providers (ISPs) to bid for provincial support through a series of reverse auction events for defined geographic areas and based on requirements for high-speed internet infrastructure development.

The Ontario Connects program will run separate and apart from the Improving Connectivity in Ontario (ICON) program and other initiatives outlined in the July 2019, *"Up to Speed: Ontario's Broadband and Cellular Action Plan"*. It will, however, be implemented in accordance with the *Supporting Broadband and Infrastructure Expansion Act, 2021* which was announced earlier this Spring.

AMO is encouraged to see the Province moving forward with its plan to bring high-speed connectivity to all Ontarians by 2025. More updates will be provided as details on the Program are released.

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.



ONLINE TRAINING

July 20, 2021

AMO Training Navigating Conflict Relationships as an Elected Official

September 14/15, 2021

This training is an opportunity to gain skills in building collaborative relationships and negotiating difficult ones in your role as an elected municipal official.

Elected officials run for municipal office for a variety of reasons which include providing leadership, stewardship and improving their local communities.

However municipal life is very much a people-oriented business, meaning elected representatives must engage in and build a wide variety of relationships with constituents, municipal staff, other elected officials, other orders of government and community organizations to name a few.

Not all relationships are smooth sailing and conflicts are inevitable. Sometimes the waters become choppy especially when navigating challenging relationships and conflict situations.

Having conflict-free and collaborative relationships can play a significant role in helping locally elected officials carry out their collective responsibilities as decision-makers of their communities.

During this 2-part virtual, interactive workshop, we will explore the constructs, traps and pitfalls of conflict relationships, why relationships may go wrong and how to approach, plan and execute relationships successfully using practical tips, tools and real-world examples.

Who Should Attend?

Locally elected municipal representatives.

Learning Objectives:

- The typical patterns of behaviour that give rise to creating “conflict traps” and how to escape from them.
- The secrets of neuroscience and how this knowledge can give us a heads-up on what we should do in the moment.

- Understanding conflict styles and how these can create obstacles or pave the way toward collaboration.
- The importance of moving from a position-based to an interest-based approach in order to create a win-win, value-add relationship.
- The roles of empathy and assertiveness in relationship formation.
- Learning effective and practical communication tools which include:
 - o Avoiding communication blockers,
 - o First words to use,
 - o The difference between Acknowledging vs. Agreeing,
 - o A simple yet powerful 4-step technique to assist in having better and more collaborative conversations.

Date:

- Part 1: September 14, 2021-10am-12:00pm
- Part 2: September 15, 2021 – 10am-12:00pm

Registration:

- \$200.00 + HST
- Limited to 20 participants (first come first served)

**** A \$50.00 cancellation fee applies****

[Register here.](#)



Session Facilitator: [Sharad Kerur](#)

Sharad Kerur created and leads Resolution Pathways as its CEO which assists people and organizations to resolve conflicts.

Sharad has a Bachelor of Commerce (Honours) and Master of Industrial Relations from Queen's University, with a focus on negotiation theory and alternative dispute resolution methods.

For over 30 years, Sharad held senior level positions in the union and association sectors. His most recent position was Executive Director of the Ontario Non-Profit Housing Association (ONPHA), Canada's largest non-profit housing association. As a

result, he has a strong grasp on the “business” of non-profit organizations and associations, and real-world experience in negotiation and mediation.

He is Harvard-trained having obtained a Certificate in Mediating Disputes and a Certificate in Negotiating Difficult Conversations from the Harvard Negotiation Institute (Harvard Law School) and also holds a Certificate in Dispute Resolution and an Advanced Certificate in Dispute Resolution, both from the University of York located in Toronto.

Sharad holds a Q.Med (Qualified Mediator) designation from the ADR Institute of Ontario, is an accredited C.C.Med (Chartered Community Mediator) from the Ontario Community Mediation Coalition, is a CINERGY® Certified Conflict Management Coach, and is a Certified Workplace Fairness Analyst accredited by the Workplace Fairness Institute of Canada.

He has also obtained a Certificate in Civil Procedures for Non-Lawyer Mediators from the ADR institute of Ontario.

Currently he is on the Community Mediation Roster and Associate Mediation Roster with St. Stephen's Community House (Conflict Resolution & Training), where he has also served as an instructor in their mediation and conflict resolution training programs and the mediation roster for the Office of the Independent Police Review Director (OIPRD).



July 22, 2021

In This Issue

- 2021 AMO Virtual Conference Sessions.
- Office of the Chief Coroner releases verdict on Wright Inquest Q2021-02.
- AMO 2021 training: Human Rights and Equity.
- AMO membership training: Leading Through Crisis.
- AMO 2021 – Program Bonuses.
- Deadline to submit your questions for the Ministers' Forums is Friday, August 6th.
- AMO-OFIFC Indigenous Cultural Competency Training - new dates added.
- New AMO Training – Navigating Conflict Relationships as an Elected Official.
- Joint Health and Safety Committee eLearning bundle training.
- 2021 Virtual Risk Management Symposium.
- LAS Road & Sidewalk Assessment.
- Canoe New Vendor Spotlight: Sharp Electronics.
- LED upgrades contribute to big savings!
- Book your custom Energy Workshop & Treasure Hunt.
- eSolutionsGroup Survey – feedback requested.
- Careers: Ministry of Health, Kincardine, CreateTO.

AMO Matters

The 2021 AMO Virtual Conference is approaching. [Read about](#) the 90-minute concurrent sessions running throughout the Conference. We look forward to seeing you there.

Provincial Matters

After an inquest into the death of a construction worker due to a collapsed trench, the Verdict of the Coroner's Jury has made several [recommendations](#) that municipalities may want to review with respect to construction activities.

Eye on Events

The necessity to honestly and transparently face the issues of human rights, diversity, equity and inclusion should be a top priority of all councils. AMO has developed training to help members better understand these important and complex issues along with their roles and obligations. Join us for this important discussion. Space is limited. Register [here](#).

On September 16, 2021, AMO and the Loomex Group is offering training that provides tools for elected officials to build resilience and strength in providing leadership through and beyond COVID-19. This important training has limited capacity, [register](#)

today.

In addition to the outstanding main stage and concurrent sessions, there are many programming bonuses to take advantage of, including: this year's Women's Networking Session hosted by Associate Minister Jane McKenna, 3 Ministers' Forums and a City of London Study Tour. Check the program for details and register today.

AMO 2021 includes 3 Ministers' Forums focused on issues that matter to your council and communities. Registered delegates who are municipal councillors or Heads of Council are invited to submit questions through this on-line form. **Do so by noon on Friday August 6th.**

In partnership, the Association of Municipalities of Ontario (AMO) and the Ontario Federation of Indigenous Friendship Centres (OFIFC), are offering training to build indigenous cultural competency in municipal government. Space is limited but new dates are coming soon. Register here.

This training, September 14-15, 2021, is an opportunity to gain skills in building collaborative relationships and negotiating difficult ones in your role as an elected municipal official. Space is limited. Register today.

4S Consulting Services, AMO's occupational health and safety service partner, is offering JHSC online training at member preferred pricing. Use the code **AMO2021** at checkout.

LAS

The Virtual Risk Management Symposium this October 5 and 6 can answer your questions regarding environmental impacts on your communities. Learn what you can do to help protect your municipality against extreme weather, while beautifying your communities and saving money.

Roads and sidewalks are some of the most significant assets a municipality is responsible for. Our Road and Sidewalk Assessment Service helps you make the best decisions to keep your community moving safely and cost-effectively. There's still time to get your assessment done this fall - contact Tanner for more info.

The Canoe Procurement Group continues to grow! Introducing Sharp Electronics, our newest vendor in the Technology category providing multifunction printers, display systems, and software solutions. Save time and money on the technology your office uses every day. Contact Tanner for more information.

Older lighting technology accounts for appx. 20 - 30% of energy cost in facilities. Upgrading to LED significantly reduces energy and maintenance costs. With over 65 LED lighting retrofit projects, municipalities are collectively saving over \$1 million annually through LAS' Facility Lighting Service. Contact Christian Tham for a free budget proposal.



July 29, 2021

In This Issue

- Final reminder - Land Use comments due August 6.
- AMO 2021 Training: AMO is working to bring members what they need.
- Deadline to submit your questions for the Ministers' Forums is August 6.
- Joint Health and Safety Committee eLearning bundle training.
- Risk Management Symposium - (em)Powering Change.
- Canoe vendor spotlight: Roth IAMS.
- Careers: Kelowna and Credit Valley Conservation Authority.

Provincial Matters

AMO submitted comments on their *Strengthening Environmental Compliance Approach* to the Ministry of Environment, Conservation and Parks on July 2nd. Submissions are due August 6th. For more details, consult the Environmental Registry.

Eye on Events

AMO has been piloting a number of training offerings in 2021. You can see what we have developed with you in mind. Spaces are filling fast.

AMO 2021 includes 3 Ministers Forums focused on issues that matter to your council and communities. Registered delegates who are municipal councillors or Heads of Council are invited to submit questions through this on-line form. **Do so by noon on Friday August 6.** Don't miss this year's incredible program line-up. There is still time to register for AMO 2021.

We have booked our keynote speaker for the virtual Risk Management Symposium this October. Dr. Blair Feltmate is the Head of the Intact Centre on Climate Adaptation. We have many sessions and panel discussions, all to help empower your decision-making in relation to climate change and your municipality.

4S Consulting Services, AMO's occupational health and safety service partner, is offering JHSC online training at member preferred pricing. Use the code **AMO2021** at checkout.

LAS

Our Canoe Procurement Group has a new vendor and category! Looking for a facility condition assessment, energy assessment, or some help with recommissioning or asset management planning? Roth IAMS from Oakville is your go-to for Facility



August 5, 2021

In This Issue

- Consultations ongoing for Notice of Project Requirements / Head Protection.
- AMO 2021 Training: AMO is working to bring members what they need.
- The countdown to AMO 2021 - 5 days left to register!
- Only one day left to submit your Ministers' Forum questions!
- Joint Health and Safety Committee eLearning bundle training.
- Risk Management Symposium - (em)Powering Change.
- Canoe Vendor Spotlight: Doosan Industrial.
- New High Interest Savings Account (HISA) with National Bank.

Provincial Matters

MLTSD has posted consultations on Proposal to Amend Ontario Regulation 213/91 - Construction Projects to Modernize the Notice of Project Requirements and Harmonization of Head Protection Requirements under the Occupational Health and Safety Act. Municipalities are encouraged to participate by September 10, 2021.

Eye on Events

AMO has been piloting a number of training offerings in 2021 including: Human Rights and Equity, Indigenous Cultural Competency, leadership through crisis and more! You can see what we have developed with you in mind. Spaces are filling fast.

On August 16th AMO will launch its 2021 Conference. Hosted by the City of London this year's incredible program line up brings you the conversations addressing your most pressing issues. Haven't registered yet? You have until noon August 12th to do so.

AMO 2021 includes 3 Ministers' Forums focused on issues that matter to your council and communities. Registered delegates who are municipal councillors or Heads of Council are invited to submit questions through this on-line form. **Do so by noon on Friday August 6.** Don't miss this year's incredible program line-up. There is still time to register for AMO 2021.

We have booked our keynote speaker for the virtual Risk Management Symposium this October. Dr. Blair Feltmate is the Head of the Intact Centre on Climate Adaptation. We have many sessions and panel discussions, all to help empower your decision-making in relation to climate change and your municipality.

4S Consulting Services, AMO's occupational health and safety service partner, is

offering [JHSC online training](#) at member [preferred pricing](#). Use the code **AMO2021** at checkout.

LAS

[Canoe Procurement Group](#) has added Doosan Industrial as a vendor under the Public Utility Equipment category. Forklifts and other material handling equipment covered by this contract can handle between 3,000 and 55,000 lbs. Keep your community working safely and efficiently with the right equipment for the job. [Contact Tanner](#) for more information.

ONE Investment

ONE brings another [HISA provider](#) onboard: National Bank in the coming weeks. Submit your interest and questions today by emailing one@oneinvestment.ca. The account is fully liquid with no transactional or monthly fee that provides higher interest on deposits than a typical savings account.

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!

AMO Contacts

AMO Watch File Tel: 416.971.9856

[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](#)

Enbridge Gas Inc. has applied to raise its natural gas rates effective January 1, 2022.

Learn more. Have your say.

Enbridge Gas Inc. has applied to the Ontario Energy Board to raise its natural gas rates effective January 1, 2022, 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 as filed, a typical residential customer of Enbridge Gas Inc. would see the following increase:

Rate Zone	Residential Annual Bill Increase
EGD	\$7.76
Union South	\$8.71
Union North West	\$10.55
Union North East	\$11.42

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

Enbridge Gas Inc. also says that it intends to file a related application for incremental capital funding at a later date.

THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

The OEB will hold a public hearing to consider Enbridge Gas Inc.'s application. We will question Enbridge Gas Inc. on its case. We will also hear questions and arguments from individual customers and groups that represent the customers of Enbridge Gas Inc. At the end of this hearing, the OEB will decide what, if any, rate increase will be allowed.

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 Enbridge Gas Inc.'s application 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 intervenor. As an intervenor, you can ask questions about Enbridge Gas Inc.'s application and make arguments on whether the OEB should approve Enbridge Gas Inc.'s request. Apply by **August 5, 2021** 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-2021-0147**. To learn more about this hearing, find instructions on how to file a letter with your comments or become an intervenor, or to access any document related to this case, please enter the file number **EB-2021-0147** on the OEB website: www.oeb.ca/participate. You can also phone our Public Information 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, 2021**.

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 email 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 rate hearing will be held under section 36 of the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B.



Ontario
Energy
Board

Commission
de l'énergie
de l'Ontario

Ontario

**Ministry of Municipal
Affairs and Housing**

Office of the Deputy Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7100**Ministère des Affaires
Municipales et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7100

August 3, 2021

**SUBJECT: *Main Street Recovery Act: Proclamation of Amendments to the
Municipal Act and City of Toronto Act***

Dear Chief Administrative Officers and Clerks:

As you may know, in fall 2020, the government introduced amendments to the *Municipal Act, 2001* and *City of Toronto Act, 2006* through Bill 215, *Main Street Recovery Act, 2020*. I am writing to update you that these legislative changes are scheduled to come into force on **September 19, 2021**.

As we collectively work to recover from the impacts of the pandemic, these legislative changes will help support economic recovery on main streets across Ontario and help ensure that important goods can continue to be delivered to businesses in our communities as efficiently as possible. Past pilot projects, which worked with municipal partners, have shown that the changes could also help reduce rush-hour traffic, lower fuel costs for businesses, and reduce greenhouse gas and other emissions.

From September 19, 2021 onwards, municipalities will not be able to regulate noise related to the delivery of goods to the following destinations:

1. Retail business establishments;
2. Restaurants, including cafes and bars;
3. Hotels and motels; and
4. Goods distribution facilities.

These changes will come into force on the same day as the expiry of temporary regulations (O. Reg. 70/20 and O. Reg. 71/20). These regulations, introduced at the outset of the pandemic, limit municipalities from regulating all noise related to the delivery of goods. From September 19, 2021 onwards, once the temporary regulations expire, municipalities will again have the authority to regulate delivery noise to destinations other than the four categories listed above.

Many municipalities, as well as business and logistics sector stakeholders, have expressed support for providing more flexibility for deliveries because of the benefits they offer Ontario's main street businesses and the local communities these businesses serve. Local businesses also have an interest in working to ensure that they continue to be good neighbours while planning for deliveries of goods to their businesses.

.../2

- 2 -

Prior to these amendments coming into force and for clarity for your stakeholders, your municipality may wish to review any applicable bylaws and consider whether any changes are necessary to align with the new framework. If your municipality has any questions on these changes, I would encourage you to contact your local Municipal Services Office.

We will continue to monitor the implementation of this new framework. The Minister of Municipal Affairs and Housing has regulation-making authority to authorize municipalities to regulate delivery noise to the businesses noted above. No regulations are proposed to be made at this time to minimize burden for municipalities and businesses but may be considered in the future if deemed necessary.

Thank you for your continued support and collaboration as we work to support economic recovery in Ontario's communities.

Yours truly,



Kate Manson-Smith

Deputy Minister

- c: Laurie LeBlanc, Deputy Minister, Transportation
 Giles Gherson, Deputy Minister, Economic Development, Job Creation and Trade
 Brian Rosborough, Executive Director, Association of Municipalities of Ontario
 Bill Bond, President, Municipal Law Enforcement Officers' Association
 Jonathan Lebi, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing
 Hannah Evans, Assistant Deputy Minister, Municipal Services Division, Ministry of Municipal Affairs and Housing



THE CORPORATION OF THE TOWN OF COBOURG

The Corporation of the Town of Cobourg
Legislative Services Department
Victoria Hall
55 King Street West
Cobourg, ON K9A 2M2

Brent Larmer
**Municipal Clerk/
Manager of Legislative Services**
Telephone: (905) 372-4301 Ext. 4401
Email: blarmer@cobourg.ca
Fax: (905) 372-7558

Sent via E-Mail

Monday July 19, 2021

David Lametti
6415 Monk Blvd.
Montréal, Quebec
H4E 3H8
David.Lametti@parl.gc.ca

Dear David Lametti. Minister of Justice, Attorney General of Canada

**Re: Resolution 272-21 – Support for Bill C-6 An Act to amend the Criminal Code
(Conversion Therapy)**

Please be advised that the Municipal Council of the Corporation of the Town of Cobourg at its Regular Council meeting held on June 28, 2021 passed the following Resolution in regards to Councils support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy).

Resolution 272-21

WHEREAS at the Committee of the Whole Meeting on June 21, 2021, Council considered a Memo from the Secretary of the Equity, Diversity and Inclusion Committee regarding support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

NOW THEREFORE BE IT RESOLVED THAT Council send a letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland— Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

The accompanying Council Resolution Sheet has been enclosed in this letter for your information.

Yours truly,

Brent Larmer
Municipal Clerk/Manager of Legislative Services
Legislative Services Department

Encl.
Resolution 272-21




**The Corporation of the
Town of Cobourg**

Resolution

Moved By	NICOLE BEATTY	Resolution No.:
Last Name Printed	N. BEATTY	272-21
Seconded By	ADAM BUREAU	Council Date:
Last Name Printed	A. BUREAU	June 28, 2021

WHEREAS at the Committee of the Whole Meeting on June 21, 2021, Council considered a Memo from the Secretary of the Equity, Diversity and Inclusion Committee regarding support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

NOW THEREFORE BE IT RESOLVED THAT Council send a letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland—Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

	THE CORPORATION OF THE TOWN OF COBOURG
	EQUITY, DIVERSITY, AND INCLUSION ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Jamie Kramer, Secretary
MEETING DATE:	Thursday, June 17, 2021
SUBJECT:	Motion to Support Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

The following Motion was adopted at the Thursday, June 17, 2021 Cobourg Equity Diversity and Inclusion Advisory Committee (EDIAC) Meeting:

Moved by Member Councillor Beatty

THAT the Equity Diversity and Inclusion Advisory Committee recommend Council write a letter of support to Justin Trudeau, Prime Minister of Canada and David Lametti the Minister of Justice and Attorney General and the Federal Government on behalf of Municipal Council in support of Bill C-6, being an act to amend the Criminal Code of Canada (Conversion Therapy) as it has been presented without any amendments; and

FURTHER THAT this motion and the letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland—Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

Carried



John D. Elvidge
City Clerk

City Clerk's Office

Secretariat
Marilyn Toft
Council Secretariat Support
City Hall, 12th Floor, West
100 Queen Street West
Toronto, Ontario M5H 2N2

Tel: 416-392-7032
Fax: 416-392-2980
e-mail: Marilyn.Toft@toronto.ca
web: www.toronto.ca

In reply please quote:
Ref.: 21-GL23.3

June 24, 2021

ONTARIO MUNICIPAL AND REGIONAL COUNCILS:

**Subject: General Government and Licensing Committee Item 23.3
Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial
Offences Act (Ward All)**

City Council on June 8 and 9, 2021, adopted the following resolution and has circulated it to all Municipal City Councils and Regional Councils in Ontario for support:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.


for City Clerk

M. Toft/wg

Attachment

c. City Manager

General Government and Licensing Committee

GL23.3		Adopted on Consent		Ward: All
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Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

City Council Decision

City Council on June 8 and 9, 2021, adopted the following:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.
4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

Committee Recommendations

The General Government and Licensing Committee recommend that:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal

representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

Origin

(May 7, 2021) Report from the City Solicitor and the Director, Court Services

Summary

This report responds to the changes to the Provincial Offences Act under Bill 177 Stronger, Fairer Ontario Act for City Council to review and consider taking action on the staff recommendations contained herein.

Background Information (Committee)

(May 7, 2021) Report from the City Solicitor and the Director, Court Services on Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

(<http://www.toronto.ca/legdocs/mmis/2021/ql/bqrd/backgroundfile-166871.pdf>)

Attachment 1 - Bill 177 Changes to section 5.1 of Provincial Offences Act as enacted and not proclaimed

(<http://www.toronto.ca/legdocs/mmis/2021/ql/bqrd/backgroundfile-166872.pdf>)



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Amendment to Fee Schedule-tents
Meeting: Council - 12 Aug 2021
Department: Council
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the municipal fee schedule authorized under by-law 35 of 2021 be amended to include a tent fee of \$150

Background:

In 2016 an amendment to the fee schedule was approved by the Council of the day to include tents. The fee was received at \$100. Any tent larger than 60 m² or 646 ft² requires a permit. Tents which are larger than 2400sq. ft. in size require the services of a professional engineer. Locates are also required prior to the tent being installed to ensure no tent is erected within 15 feet of any hydro line. Exit signage and emergency lighting are further required.

Comments:

The fee was missed in the consolidation of the by-law as was noted when a tent permit was recently issued. In discussion with the Chief Building Official, other municipalities are comparable with the proposed fee. The by-law allows for minor modifications as needed. This is a modification to amend Schedule B of By-law 35 of 2021 to include the permit fee of \$150 for tents.

Financial Considerations:

The \$150 fee adequately covers the County cost and administrative fees.

Relationship to Strategic Plan:

Not applicable.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Update on Electronic Meeting Participation
Meeting: Council - 12 Aug 2021
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council provide direction on meeting preferences in Stage 3.

Background:

The COVID-19 pandemic occurred in March 2019 whereby Council meetings were transformed into electronic meetings for the most part. There was a small portion of time when Council was able to meet in person while the public viewed the meetings online.

Comments:

Provincial regulations currently allow for inside settings of 25 people as long as persons are adequately spaced and masks are worn. The Council chambers is sized just adequately enough to allow Council and senior management in the space. The meetings have been held electronically since step 3 to allow ample time for vaccinations and waiting periods.

The procedural by-law allows for electronic meetings outside of a declared emergency however members must all participate in the same format (all electronic or all in person).

Council can consider various options moving forward:

1) Hybrid method: Begin in person Council meetings in September for Council members and senior staff only (10 maximum) while hosting the meeting online for the public provided provincial regulations allow for that setting at that time.

2) Electronic method: Continue with electronic meetings only for the remainder of 2021 (this equates to 7 meetings).

Staff have not received any feedback from the public regarding the methods in which the public can engage with Council during these meetings. Staff have worked with delegations or members of the public who inquire about logging into virtual meetings of Council or Committees.

Financial Considerations:

None associated with this report. The zoom technology has been purchased for the remainder of 2021.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Draft Exotic Animal By-law
Meeting: Council - 12 Aug 2021
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council consider revisions to By-law 40 of 2006 - the keeping of certain animals in the Municipality

Background:

Staff have completed a review of the Exotic Pet By-law to ensure that it addresses the needs and concerns of the community in addition to concerns addressed in neighbouring municipalities.

Comments:

The review revealed that certain provisions need to be updated including definitions to provide clarity and a broader description of prohibited animals. The attached By-law is common to surrounding municipalities who have found the by-law to be effective.

The County of Lambton By-law enforcement is able to administer and enforce the said by-law under the current Service Agreement.

Financial Considerations:

Should Council adopt the revisions to the by-law, a review by the Chief Justice for the Ministry of the Attorney Generals office must occur to review the fines schedule.

ATTACHMENTS:

[By-law xx of 2021 - Exotic Animals](#)

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW xx OF 2021

Being a By-law to prohibit or otherwise regulate the keeping of certain animals within the Municipality of Brooke-Alvinston

WHEREAS pursuant to the Municipal Act, S.O. 2001, c.25 as amended, empowers councils of a local municipality to pass by-laws to regulate or prohibit the keeping of animals or any class thereof within the municipality or defined area thereof;

AND WHEREAS pursuant to Section 11 (3) of the Municipal Act, 2001, S.O. 2001, c.25, a lower tier municipality may pass By-laws respecting the health, safety and well-being of persons, protection of persons and property, consumer protection and animals;

AND WHEREAS Section 436 of the Municipal Act, 2001, S.O. 2001, c. 25 provides that the municipality has the power to pass By-laws authorizing the power of entry for the purpose of inspecting land to determine compliance with a By-law, direction, order, or condition of license;

AND WHEREAS it has been deemed necessary to prevent a nuisance by restricting or prohibiting certain animals in certain areas and further to protect the health and safety of the public from certain endangered or dangerous animals;

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

1. DEFINITIONS

In this by-law:

“Animal” means any member of the animal kingdom, other than human, but does not include a dog or cat.

“At Large” means found at a place other than the premises of the owner of the animal and not under the control of any person.

“Council” means the Council of the Corporation of the Municipality of Brooke-Alvinston.

“Municipality” means The Corporation of the Municipality of Brooke-Alvinston.

“Officer” means a Municipal By-Law Enforcement Officer.

“Owner” means the owner or person who owns, keeps or harbours an animal and where the owner is a minor, the person responsible for the custody of the minor.

“Person” in addition to its regular meaning, includes an individual, firm, proprietorship, partnership, association, syndicate, trust, corporation, department, bureau and agency or any director, officer, manager or person in charge of such entity or the collecting of rent of any property, or any other person who is the occupier of the property.

“Proof” means documentation signed by a qualified veterinarian attesting to the age of the animal together with purchase documents, such purchase documents being in an original form and identifying the animal, the name and address of the pet store or person from whom the animal was purchased, the date the animal was purchased, the purchase price, and the name and address of the purchaser, or medical records identifying the animal, the name and address of the qualified veterinarian administering such medical services and the dates such services were administered, including the date of commencement of such care of the animal. Such records must clearly establish that the applicant owned the animal in question prior to the date of passage of a by-law to otherwise prohibit the keeping of such animal, and also clearly establish that the owner and animal resided in the Municipality at such time.

“Veterinarian” means a veterinarian and shall include caretakers and inmates of a recognized Animal Care Centre where a veterinarian normally carries on business.

2. OFFENCES

- 2.1 No person shall own, possess, harbour or in any other manner keep any Animal listed in Schedule A of this By-law except where provided for under the provisions of this By-law or any Federal or Provincial legislation.
- 2.2 No person shall sell, offer for sale or display for sale any Animals listed in Schedule A of this By-law except where provided for under the provisions of this By-law or any Federal or Provincial legislation.
- 2.3 No person shall import or export any Animal listed in Schedule A of this By-law except where provided for under the provisions of this By-law or any Federal or Provincial legislation.
- 2.4 Sections 2.1, 2.2 and 2.3 shall not apply to:
 - a) an Officer or Provincial Offences Officer in the performance of their duties;
 - b) a qualified Veterinarian treating any such Animal that is not his or her property at a recognized animal care facility;
 - c) mobile zoos or reptile displays for educational purposes

3. IMPOUNDING AND RELEASE

- 3.1 An Officer, or Provincial Offences Officer, may take into their custody and impound any Animal listed in Schedule A found to be At Large, at the discretion of the officer, and such Animal may be released to a bona fide zoo or other facility authorized to keep and care for such Animals and that facility may include a facility named under the Research Animals Act.

- 3.2 An Officer, or Provincial Offences Officer, may take into their custody and impound any Animal listed in Schedule A found to be a danger to the public, at the discretion of the officer, and such Animal may be released to a bona fide zoo or other facility authorized to keep and care for such Animals and that facility may include a facility named under the Research Animals Act.
- 3.3 An Animal may be released to its owner provided proof that the Animal shall be removed from the Municipality forthwith is provided and the applicable fee for impounding and keeping the Animal has been received by the Municipality.
- 3.4 The fee for impounding and keeping of an Animal shall be as established with the Animal Control Officer's fees
- 3.5 After the expiry of five (5) consecutive days where an Animal has not been restored to its Owner after a reasonable effort has been made to locate such Owner, the Officer may destroy the Animal in a manner that the Officer considers reasonable, desirable and humane, and is in keeping with the limits allowed by any Provincial or Federal Statute or relocate the Animal to a bona fide zoo or other facility authorized to keep and care for such Animals.

4. ADMINISTRATION AND ENFORCEMENT

- 4.1 This by-law shall be administered by the Municipal By-Law Enforcement Officer(s) of the Municipality or such person or persons as Council may, by By-law, appoint.
- 4.2 This by-law shall be enforced by the Municipal By-Law Enforcement Officer(s) of the Municipality or such person or persons as Council may, by By-law, appoint.
- 4.3 The Municipal By-Law Enforcement Officer(s), or person designated by Council, who enters land or premises to enforce this By-Law may take with him or her such other person as he or she considers advisable to assist.

5. RIGHT OF ENTRY

- 5.1 An Officer or person designated by Council shall be permitted to enter onto land at any time for the purpose of enforcing this By-law and any orders or conditions imposed under the authority of this By-law.
- 5.2 A person exercising a power of entry on behalf of the Municipality under this By-law must, upon request, display or produce proper identification.

6. PENALTIES

- 6.1 Any person who contravenes any of the provisions of this by-law is guilty of an offence and, upon conviction, is liable to a fine as provided for in the Provincial Offences Act.

- 6.2 Every person who is convicted of an offence under this by-law shall be subject to a fine of not more than five thousand dollars (\$5,000.00) for each offence. Such fines shall be recoverable under the Provincial Offences Act.

7. CONTINUING OFFENCE

- 7.1 Each day that a situation as described in Sections 2 of this by-law is allowed to continue shall constitute a separate offence under this by-law and any Judge or Justice of the Peace adjudicating on such matter may assess a separate fine for each and every day that such situation has been allowed to continue.

8. OBSTRUCTION

- 8.1 In accordance with the provisions of the Municipal Act S.O. 2001, c. 25, as amended, no person shall hinder, interfere with or otherwise obstruct, either directly or indirectly, an Officer, employee of the Municipality and/or agent in the lawful exercise of a power or duty under this by-law.
- 8.2 Any person who has been alleged to have contravened any of the provisions of this by-law, who fails to identify himself/herself shall be deemed to have obstructed or hindered the person exercising a power or performing a duty under this by-law.

9. MUNICIPALITY NOT LIABLE

- 9.1 The Municipality assumes no liability for property damage, damage to animal or personal injury resulting from remedial action, remedial work and enforcement undertaken with respect to any person, animal or property that is subject of this by-law.

10. VALIDITY AND SEVERABILITY

- 10.1 Should any section, subsection, clause, paragraph or provision of this by-law be declared by a Court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of the enforceability of any other provision of this by-law, or of the by-law as a whole.

11. SHORT TITLE

- 11.1 The short title of this by-law is the Exotic Animal By-Law.

12. DATE EFFECTIVE

- 12.1 By-law 40 of 2006 shall be repealed and this by-law shall come into force and take effect immediately upon the final passing thereof.

READ a first and second and third time and finally passed this xx th day of xxxxx, 2021.

Mayor – Dave Ferguson

Clerk Administrator Janet Denkers

SCHEDULE 'A' TO BY-LAW xx OF 2021

CLASS OF ANIMAL AND COMMON NAMES

(Common names are provided for illustration purposes only and are not intended to limit the extent of the classes of animals referred to in this schedule)

MAMMALS

Canidae (such as coyotes, wolves, foxes, hybrid wolf dogs) except domestic dogs
 Chiroptera (bats such as fruit bats, myotis, flying foxes)
 Edentates (such as anteaters, sloths, armadillos)
 Felidae (such as tigers, leopards, lions, cougars) except domestic cats
 Hyaenidae (such as hyenas)
 Lagomorpha (such as hares, pikas) except rabbits
 Marsupials (such as kangaroos, opossums, wallabies)
 Mustelidae (such as mink, skunks, weasels, otters, badgers) except ferrets
 Non-human primates (such as chimpanzees, gorillas, monkeys, lemurs)
 Proboscidae (elephants)
 Procyonidae (such as coatimundi, cacomistles)
 Rodentia (such as porcupines and prairie dogs) except rodents which do not exceed 1,500 grams and are derived from self-sustaining captive populations
 Ursidae (bears)
 Viverridae (such as mongooses, civets, genets)

REPTILES

Crocodylia (such as alligators, crocodiles, gavials)
 All snakes which reach an adult length larger than 3 metres
 All lizards which reach an adult length larger than 2 metres

OTHER

All venomous and poisonous animals and arachnids

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW xx OF 2021

EXOTIC ANIMALS BY-LAW

SCHEDULE “B”

**PART 1 PROVINCIAL OFFENCES ACT
SET FINES**

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING or DEFINING OFFENCE	COLUMN 3 SET FINE
1.	Own, possess, harbour or keep any prohibited animal	Section 2.1	\$400.00
2.	Sell, offer for sale or display for sale any prohibited animal	Section 2.2	\$400.00
3.	Import or export any prohibited animal	Section 2.3	\$400.00
4.	Obstructing an Officer or Agent	Section 8.1	\$400.00

THE PENALTY PROVISION FOR THE OFFENCES CITED ABOVE IS SECTION 6 OF BY-LAW NUMBER xx OF 2021. A CERTIFIED COPY OF WHICH HAS BEEN FILED.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Application for Federation of Canadian Municipalities (FCM) for Asset Management Grant Funding
Meeting: Council - 12 Aug 2021
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council approve the attached resolution to direct staff to apply to the FCM for grant funding to advance our Asset Management Program.

Background:

Municipalities are responsible for the acquisition, maintenance, and renewal of the majority of assets in Canada (e.g. roads, bridges & culverts, water systems, wastewater and storm sewer systems, facilities, and vehicles & equipment. As a small municipality with a limited budget, it is difficult to dedicate the time and energy required to initiate and maintain an Asset Management System that complies with the government regulations.

Comments:

Milos Posavljak, a Professional Engineer and a PhD candidate for a Doctor of Philosophy in Asset Management has proposed to update our Asset Management Plan to the same standard as the City of Waterloo and train staff. Milos has championed the City of Waterloo's Asset Management Plan and has assisted Brooke-Alvinston in the past by using our plan as a Case Study in his PhD research.

Financial Considerations:

If the grant application is successful, the municipality would have to supply 20% (\$12,500) of the total cost of the Asset Management Plan Update/Improvement. This would be accounted for in the 2022 budget.

Relationship to Strategic Plan:

Allows us to practice fiscal responsibility through appropriate planning and investing in our infrastructure and other capital assets.

ATTACHMENTS:

[BA Draft Resolution - Application for FCM Grant](#)

RESOLUTION**FEDERATION OF CANADIAN MUNICIPALITIES PROGRAM**

The Municipality of Brooke-Alvinston directs staff to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for the updating of Municipality's Asset Management Plan, including all supporting documentation.

This Program will be completed by Mr. Milos Posavljak, a Ph.D student with the University of Waterloo who specializes in the completion of Asset Management Programs.

The Municipality of Brooke-Alvinston commits to \$12,500 from its Budget toward the cost of this initiative.

The Municipality of Brooke-Alvinston commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our Asset Management Program:

1. Analyze performed treatments and condition information on all infrastructure asset classes in the 2021 Asset Management Program.
2. Update 2018 Asset Management Plan for all asset classes.
3. Train staff on latest state of the art developments in Asset Management as it applies to public infrastructure.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Accounts Payable Listing - July 2021
Meeting: Council - 12 Aug 2021
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council receive and file the Accounts Payable Listing for July 2021.

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 2021](#)

2021.05.12 8.0 9759

MUNICIPALITY OF BROOKE-ALVINST

07-30-21

12:02PM

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-21 to 07-30-21 Paid Invoices Cheque Date 07-01-21 to 07-30-21

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
ASSETS & LIABILITIES					
01-0000-0020	003401 JOHN BRYANS	JULY 2021 OVERPAYMENT ON WATER ACCT	07-09-21	07-09-21	1,467.00
01-0000-0498	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT50526 FITTING, OIL	07-08-21	07-08-21	54.84
01-0000-0498	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	JULY2021 SUNLIFE BENEFITS	07-01-21	07-01-21	4.34
Account Total					59.18
01-0000-0609	002573 TRICKEY ET AL TAX TEAM INC.	15660 TAX SALE COSTS	07-28-21	07-28-21	593.25
01-0000-0609	002573 TRICKEY ET AL TAX TEAM INC.	15661 TAX SALE COSTS	07-28-21	07-28-21	395.50
Account Total					988.75
01-0000-2426	000185 DON MCGUGAN	JULY2021 FOOD BANK PURCHASES	07-07-21	07-07-21	858.42
01-0000-2426	002800 KIM LEE	JULY2021 FOOD BANK PURCHASES	07-07-21	07-07-21	163.66
Account Total					1,022.08
Department Total					3,537.01
LICENCES, PERMITS, RENTS					
01-0050-1420	002572 JANET DENKERS	JULY2021 MARRIAGE CEREMONY-KUCERA	07-20-21	07-20-21	250.00
01-0050-1435	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	-425.00
Department Total					-175.00
GOVERNANCE					
01-0240-7398	000279 BMO BANK OF MONTREAL	0502677-2107 ZOOM MEETING	07-07-21	07-07-21	22.60
01-0240-7399	000279 BMO BANK OF MONTREAL	0502677-2107 SENIOR OF THE YEAR	07-07-21	07-07-21	31.63
Department Total					54.23
COUNCIL SUPPORT					
01-0241-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	JULY2021 SUNLIFE BENEFITS	07-01-21	07-01-21	988.26
01-0241-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	59.69

2021.05.12 8.0 9759

MUNICIPALITY OF BROOKE-ALVINST

07-30-21

12:02PM

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-21 to 07-30-21 Paid Invoices Cheque Date 07-01-21 to 07-30-21

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0241-7307	002734 THE INDEPENDENT	11510 PUBLIC NOTICE FEES	07-07-21	07-07-21	56.50
Department Total					1,104.45
CORPORATE MANAGEMENT					
01-0250-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA/	JULY2021 SUNLIFE BENEFITS	07-01-21	07-01-21	1,360.58
01-0250-7301	000018 CLOVER MART	023 OFFICE SUPPLIES	07-28-21	07-28-21	9.03
01-0250-7301	000165 MANLEY'S BASICS	1105999 OFFICE SUPPLIES	07-20-21	07-20-21	74.26
01-0250-7301	000165 MANLEY'S BASICS	1106505 OFFICE SUPPLIES	07-28-21	07-28-21	158.18
01-0250-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	333266 WATER	07-07-21	07-07-21	11.07
01-0250-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	333387 OFFICE SUPPLIES	07-06-21	07-06-21	5.18
01-0250-7301	002686 DARLENE PAOLUCCI	JULY2021 OFFICE SUPPLIES	07-28-21	07-28-21	13.97
Account Total					271.69
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	57.72
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	247.88
Account Total					305.60
01-0250-7304	002187 INTEGRATED DIGITAL SOLUTIONS	AR303644 COPIER MAINTENANCE CONTRACT	07-07-21	07-07-21	62.42
01-0250-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	073215 WATER & SEWER	07-06-21	07-06-21	165.24
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	18623 IT SUPPORT	07-07-21	07-07-21	34.92
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	18666 IT LICENSING & SUPPORT	07-20-21	07-20-21	459.92
Account Total					494.84
01-0250-7340	000112 NUTECH PEST SERVICES	10190 PEST CONTROL	07-07-21	07-07-21	47.46
01-0250-7340	000036 VIVIAN UNIFORM RENTAL LTD.	96649 MATS	07-06-21	07-06-21	61.30
Account Total					108.76

2021.05.12 8.0 9759

MUNICIPALITY OF BROOKE-ALVINST

07-30-21

12:02PM

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 07-01-21 to 07-30-21 Paid Invoices Cheque Date 07-01-21 to 07-30-21

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0250-7405	003353 BETTY MCKELLAR	JULY2021 OFFICE CLEANING	07-07-21	07-07-21	250.00
Department Total					3,019.13
FIRE STATION - ALVINSTON					
01-0411-7125	000201 SAFEDSIGN APPAREL LTD	257732 PROTECTIVE HOODS-REPLACEMENTS	07-20-21	07-20-21	580.64
01-0411-7150	003206 FIREHALL BOOKSTORE	BK0007317 COURSE MATERIAL	07-28-21	07-28-21	78.62
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	57.82
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	60.66
Account Total					118.48
01-0411-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	073126 WATER & SEWER	07-06-21	07-06-21	268.90
01-0411-7345	003074 A.J. STONE CO. LTD.	0000161237 EQUIPMENT	07-28-21	07-28-21	596.18
01-0411-7345	003184 INVENTORY EXPRESS INC.	21-34552 DEF, OIL	07-08-21	07-08-21	24.86
01-0411-7345	000214 KARL'S TRUCK SERVICE	W70866 REPAIRS TO BRAKES	07-20-21	07-20-21	1,002.42
Account Total					1,623.46
01-0411-7351	000279 BMO BANK OF MONTREAL	0502677-2107 ZOOM MEETING	07-07-21	07-07-21	22.60
01-0411-7360	003232 CANADIAN IPG CORPORATION	CORUN-00465989 SAFETY GLASSES-MEDICAL RESPON	07-28-21	07-28-21	73.22
Department Total					2,765.92
POLICE					
01-0420-7460	000055 LAMBTON GROUP POLICE SERVICES BOARD	2188 MONTHLY POLICING	07-02-21	07-02-21	33,241.75
Department Total					33,241.75
PROTECTIVE INSPECTION & CONTROL					
01-0440-7420	003317 PICKFIELD LAW PROFESSIONAL CORPORATI	101 NFP COSTS	07-28-21	07-28-21	11,413.00
01-0440-7420	003317 PICKFIELD LAW PROFESSIONAL CORPORATI	10677 LEGAL FEES	07-20-21	07-20-21	570.65
Account Total					11,983.65

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Invoice Entry Date 07-01-21 to 07-30-21 Paid Invoices Cheque Date 07-01-21 to 07-30-21

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0440-7470	002223 COUNTY OF LAMBTON	34985 BUILDING PERMIT CHARGES	07-28-21	07-28-21	2,795.00
01-0440-7470	002223 COUNTY OF LAMBTON	34985 BUILDING PERMIT CHARGES	07-28-21	07-28-21	316.98
Account Total					3,111.98
01-0440-7472	000175 VICKI KYLE	JULY2021 ANIMAL CONTROL SERVICES	07-07-21	07-07-21	885.72
01-0440-7476	002223 COUNTY OF LAMBTON	34986 PROPERTY STANDARDS CHARGES	07-20-21	07-20-21	328.04
01-0440-7630	002370 SCOTT MCKELLAR	JULY2021 LIVESTOCK VALUATION	07-28-21	07-28-21	50.00
Department Total					16,359.39
EMERGENCY MEASURES					
01-0450-7301	002223 COUNTY OF LAMBTON	34969 911 SIGNS	07-09-21	07-09-21	101.50
01-0450-7340	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	65.51
Department Total					167.01
RUP - DUST CONTROL					
01-0518-7401	002463 DEN-MAR BRINES LIMITED	D0294875 BRINE	07-08-21	07-08-21	6,142.58
01-0518-7401	002463 DEN-MAR BRINES LIMITED	D0294967 BRINE	07-08-21	07-08-21	6,142.58
01-0518-7401	002463 DEN-MAR BRINES LIMITED	D0295023 BRINE	07-08-21	07-08-21	1,632.05
01-0518-7401	002463 DEN-MAR BRINES LIMITED	D0295757 BRINE	07-08-21	07-08-21	816.03
Account Total					14,733.24
Department Total					14,733.24
RB/C - CULVERT R & M					
01-0531-7301	003324 CHRIS REGIER TRUCKING	230CR TRUCKING STONE	07-08-21	07-08-21	561.99
Department Total					561.99
RT&M - BRUSHING/TREE REMOVAL					
01-0547-7401	003298 SUMMIT TREE SERVICE INC.	2070 TREE TRIM & REMOVAL	07-20-21	07-20-21	1,542.45
Department Total					1,542.45

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
RT&M - LITTER/GARBAGE PICKUP					
01-0549-7401	000066 WASTE MANAGEMENT OF CANADA CORP.	0398348-0676-0 DUMPSTER	07-05-21	07-05-21	131.92
Department Total					131.92
RT&M - SIGNS					
01-0550-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	332871 POSTS	07-08-21	07-08-21	228.26
Department Total					228.26
RT&M - INTERSECTION LIGHTING					
01-0551-7306	000014 HYDRO ONE NETWORKS INC.	4674-0721 HYDRO	07-08-21	07-08-21	19.63
Department Total					19.63
OVERHEAD					
01-0560-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	JULY2021 SUNLIFE BENEFITS	07-01-21	07-01-21	2,751.42
01-0560-7125	000036 VIVIAN UNIFORM RENTAL LTD.	96645 COVERALLS	07-08-21	07-08-21	196.39
01-0560-7301	000018 CLOVER MART	21,22,24,25,26 OFFICE SUPPLIES	07-28-21	07-28-21	77.81
01-0560-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	119.65
01-0560-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	120.27
Account Total					239.92
01-0560-7304	003184 INVENTORY EXPRESS INC.	21-34552 DEF, OIL	07-08-21	07-08-21	98.75
01-0560-7304	000170 HAYTER PLUMBING & HEATING LTD	214226 PRESSURE WASHER	07-08-21	07-08-21	21.22
01-0560-7304	000139 JOHN O'NEIL WELDING	29885 EXPANDED METAL	07-20-21	07-20-21	153.67
01-0560-7304	000100 MCNAUGHTON HOME HARDWARE CENTRE	333266 WATER	07-07-21	07-07-21	3.69
01-0560-7304	002828 CM PRECISION	4046 SCREENER SPRINGS	07-08-21	07-08-21	358.21
01-0560-7304	000168 WATFORD AUTO PARTS	5329-220034 WHEELS	07-08-21	07-08-21	54.09
01-0560-7304	000048 WATFORD HOME HARDWARE / CARIS HARDV	66894 LAG, BROOM	07-20-21	07-20-21	19.52
Account Total					709.15

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Invoice Entry Date 07-01-21 to 07-30-21 Paid Invoices Cheque Date 07-01-21 to 07-30-21

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0560-7306	000014 HYDRO ONE NETWORKS INC.	6362-0620 HYDRO	07-06-21	07-06-21	76.85
01-0560-7310	000131 BEARCOM CANADA CORP	5221113 GPS	07-08-21	07-08-21	274.59
01-0560-7398	000074 MACKENZIE OIL LIMITED	798694 FUEL	07-20-21	07-20-21	544.60
01-0560-7398	000074 MACKENZIE OIL LIMITED	798695 FUEL	07-20-21	07-20-21	2,410.62
01-0560-7398	000074 MACKENZIE OIL LIMITED	798775 FUEL	07-20-21	07-20-21	3,223.75
01-0560-7398	000074 MACKENZIE OIL LIMITED	808648 FFUEL	07-20-21	07-20-21	1,242.89
01-0560-7398	000074 MACKENZIE OIL LIMITED	808649 FUEL	07-20-21	07-20-21	2,642.20
Account Total					10,064.06
01-0560-7399	000279 BMO BANK OF MONTREAL	0502677-2107 RETIREMENT MORRIS & WAYNE	07-07-21	07-07-21	294.15
01-0560-7405	003353 BETTY MCKELLAR	JULY2021 OFFICE CLEANING	07-07-21	07-07-21	250.00
Department Total					14,934.34
97 CAT GRADER					
01-0610-7370	003184 INVENTORY EXPRESS INC.	21-34552 DEF, OIL	07-08-21	07-08-21	-14.12
Department Total					-14.12
17 FORD 4X4 Diesel					
01-0620-7370	003184 INVENTORY EXPRESS INC.	21-34552 DEF, OIL	07-08-21	07-08-21	-14.12
01-0620-7372	000068 KAL TIRE	873102773 TIRE REPAIR	07-08-21	07-08-21	55.19
Department Total					41.07
21 Dodge RAM 4 x 4 pickup					
01-0621-7370	000074 MACKENZIE OIL LIMITED	798313 GAS	07-20-21	07-20-21	670.65
Department Total					670.65
19 FORD 4x4 PICKUP					
01-0622-7370	000074 MACKENZIE OIL LIMITED	798313 GAS	07-20-21	07-20-21	670.66
Department Total					670.66

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DEERE TRACTOR LOADER					
01-0630-7370	003184 INVENTORY EXPRESS INC.	21-34552 DEF, OIL	07-08-21	07-08-21	-14.13
01-0630-7372	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT50526 FITTING, OIL	07-08-21	07-08-21	47.00
Department Total					32.87
CAT BACKHOE					
01-0631-7370	003184 INVENTORY EXPRESS INC.	21-34552 DEF, OIL	07-08-21	07-08-21	-14.13
01-0631-7372	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT50526 FITTING, OIL	07-08-21	07-08-21	203.45
Department Total					189.32
KUBOTA TRACTOR					
01-0633-7370	000074 MACKENZIE OIL LIMITED	0132898 FUEL	07-20-21	07-20-21	534.33
01-0633-7372	003210 SOUTHPOINT EQUIPMENT/CL BENNINGER EC IR12749	CABLE	07-08-21	07-08-21	36.85
Department Total					571.18
TRAILER					
01-0638-7372	000279 BMO BANK OF MONTREAL	0502677-2107 TRAILER FENDERS	07-07-21	07-07-21	440.70
Department Total					440.70
STREET LIGHTING - INWOOD					
01-0752-7306	000014 HYDRO ONE NETWORKS INC.	6752-0721 HYDRO	07-08-21	07-08-21	541.10
Department Total					541.10
SANITARY SEWER SYSTEM					
01-0810-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	149.28
01-0810-7432	000034 CENTRAL SANITATION / 2696235 ONTARIO LIM	0000221492 SLUDGE REMOVAL	07-08-21	07-08-21	437.31
01-0810-7455	003240 ONTARIO CLEAN WATER AGENCY - PAP	INV00000012676 OPERATIONS CONTRACT	07-08-21	07-08-21	9,081.93
Department Total					9,668.52
INWOOD SEWER SYSTEM					

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01-0811-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	49.76
Department Total					49.76
WATERWORKS SYSTEM					
01-0830-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	49.76
01-0830-7432	003270 WOLSELEY CANADA INC	623932 TIZZARDS WATER	07-08-21	07-08-21	2,284.86
01-0830-7432	003270 WOLSELEY CANADA INC	651807 REPAIR CLAMP	07-08-21	07-08-21	338.44
01-0830-7432	003270 WOLSELEY CANADA INC	662914 REPAIR CLAMPS	07-08-21	07-08-21	649.75
01-0830-7432	003270 WOLSELEY CANADA INC	690838 TIZZARDS	07-08-21	07-08-21	131.08
01-0830-7432	003270 WOLSELEY CANADA INC	701648 REPAIR CLAMPS	07-08-21	07-08-21	452.00
Account Total					3,856.13
01-0830-7455	003240 ONTARIO CLEAN WATER AGENCY - PAP	INV00000012676 OPERATIONS CONTRACT	07-08-21	07-08-21	8,094.28
Department Total					12,000.17
WASTE COLLECTION					
01-0840-7480	000026 BLUEWATER RECYCLING ASSOC.	25739 JULY GARBAGE PICK UP	07-07-21	07-07-21	6,232.80
Department Total					6,232.80
RECYCLING					
01-0860-7480	000026 BLUEWATER RECYCLING ASSOC.	25719 Q3 RECYCLING	07-07-21	07-07-21	19,695.45
Department Total					19,695.45
ALVINSTON COMMUNITY CENTRE					
01-1635-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	JULY2021 SUNLIFE BENEFITS	07-01-21	07-01-21	1,176.21
01-1635-7125	000036 VIVIAN UNIFORM RENTAL LTD.	96917 UNIFORMS	07-08-21	07-08-21	101.15
01-1635-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	64.31
01-1635-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0721 PHONE & INTERNET SERVICE	07-06-21	07-06-21	131.48
Account Total					195.79

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-1635-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	073287 WATER & SEWER	07-06-21	07-06-21	165.24
01-1635-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	073288 WATER & SEWER	07-06-21	07-06-21	165.24
Account Total					330.48
01-1635-7307	003217 MUN OF BROOKE-ALVINSTON - EFT	TR243758 KILLER BEES MAILING	07-20-21	07-20-21	189.58
01-1635-7340	002214 GERBER ELECTRIC LTD	00022959 EMERGENCY LIGHTING	07-08-21	07-08-21	226.00
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	142226 BATTERIES,HOE,GRINDER WHEEL	07-20-21	07-20-21	116.82
01-1635-7340	000170 HAYTER PLUMBING & HEATING LTD	214227 PLUMBING SUPPLIES	07-08-21	07-08-21	7.23
01-1635-7340	003017 MARCOTTE DISPOSAL INC.	6271 DUMPSTER	07-08-21	07-08-21	226.00
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	6527 PAINT	07-20-21	07-20-21	115.24
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	767308 TOWELS/SOAP PAVILLION	07-20-21	07-20-21	810.11
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	767573 PAVILLION	07-20-21	07-20-21	0.12
Account Total					1,501.52
01-1635-7372	003400 PLAYPOWER LT CANADA INC	60022751 SWING PART	07-08-21	07-08-21	41.81
01-1635-7372	002678 MUSICAL STRINGS'N'THINGS LTD.	B210420-02 SOUND SYSTEM	07-20-21	07-20-21	101.70
Account Total					143.51
Department Total					3,638.24
ALVINSTON LIBRARY					
01-1641-7306	000125 MUNICIPALITY OF BROOKE-ALVINSTON - PAF	073221 WATER & SEWER	07-06-21	07-06-21	165.24
Department Total					165.24
PLANNING & ZONING					
01-1810-7305	003217 MUN OF BROOKE-ALVINSTON - EFT	TR243902 OFFICIAL PLAN POSTAGE	07-20-21	07-20-21	15.36
Department Total					15.36
COMMERCIAL & INDUSTRIAL					
01-1820-7399	003063 ACE COUNTRY & GARDEN / 1040721 ONTARIC	154049 FERTILIZER	07-08-21	07-08-21	124.29

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01-1820-7399	000048 WATFORD HOME HARDWARE / CARIS HARDV	767309 FLAGS	07-20-21	07-20-21	315.45
01-1820-7399	000048 WATFORD HOME HARDWARE / CARIS HARDV	767512 DOWELS	07-20-21	07-20-21	29.36
Account Total					469.10
Department Total					469.10

AGRICULTURE & REFORESTATION

01-1840-7398	000106 ST. CLAIR REGION CONSERVATION AUTH.	IN0017278 TREE PROGRAM	07-20-21	07-20-21	9,914.00
01-1840-7455	000113 R DOBBIN ENGINEERING INC	129.21 DRAINAGE SUPERINTENDENT	07-20-21	07-20-21	3,495.09
Department Total					13,409.09

SHILOH LINE RECONSTRUCTION

20-0512-7301	003379 BLACK CREEK ENGINEERING INC.	048-2021 ENGINEER	07-20-21	07-20-21	4,739.38
20-0512-7301	003379 BLACK CREEK ENGINEERING INC.	059-2021 ENGINEERING	07-08-21	07-08-21	1,431.48
20-0512-7301	003071 COPE CONSTRUCTION AND CONTRACTING II	2017.00 SHILOH	07-20-21	07-20-21	253,710.61
Account Total					259,881.47
Department Total					259,881.47

ROAD VEHICLE / EQUIPMENT

20-0600-8032	002968 GROENEVELD LUBRICATION SOLUTIONS INC	024/40062661 GREASER	07-08-21	07-08-21	9,789.80
Department Total					9,789.80

ALVINSTON PARKS

20-1620-8015	003402 AUBI DESIGN BUILD	21-116 ALVINSTON PAVILLION	07-28-21	07-28-21	347,634.85
Department Total					347,634.85

COMMUNITY CENTRE

20-1635-8015	000048 WATFORD HOME HARDWARE / CARIS HARDV	166828 CEILING TILE	07-20-21	07-20-21	1,048.64
20-1635-8016	000048 WATFORD HOME HARDWARE / CARIS HARDV	166828 CEILING TILE	07-20-21	07-20-21	7,910.00
20-1635-8016	000048 WATFORD HOME HARDWARE / CARIS HARDV	358944 RETURN TILE	07-20-21	07-20-21	-2,118.75
20-1635-8016	000048 WATFORD HOME HARDWARE / CARIS HARDV	461650 CREDIT TILES	07-20-21	07-20-21	-5,791.25

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20-1635-8016	000048 WATFORD HOME HARDWARE / CARIS HARDV	767611 CEILING TILE	07-20-21	07-20-21	7,864.57
Account Total					7,864.57
Department Total					8,913.21
<u>MUNICIPAL DRAINS - MAINTENANCE</u>					
20-2900-7401	003361 GM CONSTRUCTION	470 SISSON PARKER DRAIN	07-08-21	07-08-21	8,181.20
20-2900-7401	003361 GM CONSTRUCTION	493 KELLY DRAIN	07-08-21	07-08-21	1,488.50
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	629 JOHNSTON-SYMRINGTON DRAIN	07-28-21	07-28-21	1,203.68
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	631 BENNER DUFFY DRAIN	07-28-21	07-28-21	9,301.81
20-2900-7401	002823 KT EXCAVATING	INV-0084 CRANG DRAIN	07-28-21	07-28-21	1,683.70
Account Total					21,858.89
Department Total					21,858.89
Total Paid Invoices					808,791.10
Total Unpaid Invoices					0.00
Total Invoices					808,791.10

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Department Summary

01-0000	ASSETS & LIABILITIES	3,537.01
01-0050	LICENCES, PERMITS, RENTS	-175.00
01-0240	GOVERNANCE	54.23
01-0241	COUNCIL SUPPORT	1,104.45
01-0250	CORPORATE MANAGEMENT	3,019.13
01-0411	FIRE STATION - ALVINSTON	2,765.92
01-0420	POLICE	33,241.75
01-0440	PROTECTIVE INSPECTION & CONTROL	16,359.39
01-0450	EMERGENCY MEASURES	167.01
01-0518	RUP - DUST CONTROL	14,733.24
01-0531	RB/C - CULVERT R & M	561.99
01-0547	RT&M - BRUSHING/TREE REMOVAL	1,542.45
01-0549	RT&M - LITTER/GARBAGE PICKUP	131.92
01-0550	RT&M - SIGNS	228.26
01-0551	RT&M - INTERSECTION LIGHTING	19.63
01-0560	OVERHEAD	14,934.34
01-0610	97 CAT GRADER	-14.12
01-0620	17 FORD 4X4 Diesel	41.07
01-0621	21 Dodge RAM 4 x 4 pickup	670.65
01-0622	19 FORD 4x4 PICKUP	670.66
01-0630	DEERE TRACTOR LOADER	32.87
01-0631	CAT BACKHOE	189.32
01-0633	KUBOTA TRACTOR	571.18
01-0638	TRAILER	440.70
01-0752	STREET LIGHTING - INWOOD	541.10
01-0810	SANITARY SEWER SYSTEM	9,668.52
01-0811	INWOOD SEWER SYSTEM	49.76
01-0830	WATERWORKS SYSTEM	12,000.17
01-0840	WASTE COLLECTION	6,232.80
01-0860	RECYCLING	19,695.45
01-1635	ALVINSTON COMMUNITY CENTRE	3,638.24
01-1641	ALVINSTON LIBRARY	165.24
01-1810	PLANNING & ZONING	15.36
01-1820	COMMERCIAL & INDUSTRIAL	469.10
01-1840	AGRICULTURE & REFORESTATION	13,409.09
20-0512	SHILOH LINE RECONSTRUCTION	259,881.47
20-0600	ROAD VEHICLE / EQUIPMENT	9,789.80
20-1620	ALVINSTON PARKS	347,634.85
20-1635	COMMUNITY CENTRE	8,913.21
20-2900	MUNICIPAL DRAINS - MAINTENANCE	21,858.89

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Account	Vendor		Invoice Number	Invoice	Entry	Item Amount
	Number	Name	Item Description	Date	Date	
				Report Total		808,791.10



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Rokeby Line East - Tar & Chip
Meeting: Council - 12 Aug 2021
Department: Public Works
Staff Contact: Randy Hills, Public Works Manager

Recommendation:

That the Council of the Municipality of Brooke-Alvinston acknowledge the report provided by the Public Works Manager regarding the tar & chip application to Rokeby East; and that the quote received from Lloyd's Paving for a 2.99% increase in the 2020 price be accepted; and that Council waives the requirements for a competitive process in favour of a negotiated process with Lloyd's Paving for the provision of tar & chip - Rokeby East for the Municipality for the reason that the Public Works Manager has worked extensively with this supplier in the past and has obtained a price for the product that is within the draft budgeted amount and is anticipated to be lower than other suppliers.

Background:

The 2021 budget approved maintaining/rehabilitating Rokeby Line from Nauvoo Road East to Sexton Road with a fresh coat of tar and chip.

Comments:

Lloyd's Paving is a main source of supply for tar & chip product in Lambton County. The nearest other competitor is located in Brantford. Lloyd's Paving has worked extensively in the past in the Municipality with good results.

Financial Considerations:

Lloyd's Paving has offered to complete the work for \$0.10/m² more than 2020 which results in a 2.99% increase. \$175,000 was approved in the 2021 budget for the tar & chip of Rokeby Line East. The costing is within the budgeted amount.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Preliminary Study - Centre Street Water & Sanitary Extensions
Meeting: Council - 12 Aug 2021
Department: Managers
Staff Contact: Randy Hills, Public Works Manager

Recommendation:

That Council receive and file the Project Proposal for the Centre Street Sanitary & Water Extension Preliminary Study as attached; that a copy of the study be forwarded to benefiting landowners in the area; that a copy be forwarded to the Building Service Department for information; and that if significant interest is shown from the abutting landowners, the study be reviewed in more detail during the 2022 budget deliberations.

Background:

Inquiries have been received for the provision of Water and Wastewater services west of Elm Street . MIG was contracted to prepare a study with cost analysis for servicing.

Comments:

The study is attached for review. Landowners should be made aware of the study. If they are interested in pursuing this development, their request should be made known to staff. Should there be significant interest in development from landowners, the proposal with recommendations for implementation can be considered during the 2022 budget deliberations.

Staff will continue to monitor funding opportunities for a project of this scale. Current funding, through the Canada Infrastructure Program - Green Infrastructure Stream is open right now for water assets. However, this asset category of a water extension is not eligible for funding.

Financial Considerations:

Should the project be move forward in 2022, the cost of the study and project would be recouped as part of the project costs to the benefiting landowners.

ATTACHMENTS:

[11243.00 Preliminary Servicing Report](#)



Centre Street Sanitary & Water Extension

Preliminary Study



MIG Engineering (2011) Ltd.
453 Christina St. N.
Sarnia, Ontario N7T 5W3



Project No. 11243.00
Revision No. 0
July 30th, 2021

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 3.1 Road Section 1

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4. Conclusion 2

Appendix A: Preliminary Plan

Appendix B: Preliminary Estimate

1. Project Scope Description

MIG Engineering (2011) Ltd. was retained to provide preliminary engineering to the Municipality of Brooke Alvinston for the proposed sanitary and water servicing of the west end of the Centre Street road allowance in Alvinston. This servicing report provides a review of the existing conditions and preliminary design and cost estimating for the proposed servicing.

2. Existing Conditions

The Centre Street road allowance is currently un-serviced west of Elm Street. The properties abutting this section of the road allowance are generally zoned R1(h) (residential, hold) under the municipal zoning plan. Additionally, the road allowance slopes downward to the west of Elm Street, which would preclude servicing by gravity sewers only.

Municipal record drawings indicate that Elm Street is serviced by a 150 mm diameter watermain, supplied from Railroad Street North, and by 200 mm diameter gravity sanitary sewers that drain to Railroad Street North (to the south).

3. Potential Development

Multiple properties of various sizes, totaling approximately 10.5 hectares, currently abut the Centre Street road allowance west of Elm Street (refer to Appendix A for a preliminary plan).

The larger properties could potentially be multi-residential developments and/or subdivided into multiple lots with additional crescent or cul-de-sac road access and sewer and watermain extensions (either private or adopted extensions from the current Centre Street road allowance).

Cost sharing with the municipality should be explored, as sewer and watermain extensions in the current Centre Street road allowance would also permit the future servicing of individual residences on the smaller properties or lots fronting onto the road allowance.

Designs should comply with Ontario Provincial Standards and Ministry of Environment, Conservation and Parks requirements as applicable. The servicing design for roads, sanitary, water and storm and are summarized below.

3.1 Road Section

The road section for the Centre Street extension is being planned by the municipality.

3.2 Sanitary

The properties abutting the proposed Centre Street extension would be serviced by new 200 mm diameter gravity sanitary sewers. These would be located within the road allowance. Due to the existing slope, the sewers would generally flow west to a new lift pumping station located within the road allowance at the west end. Alternatively, the station could be located out of the road allowance, but the

acquisition of a small piece of adjacent land would be required (as well as an additional maintenance hole). The station would then pump to the nearest existing maintenance hole on Elm Street via a forcemain.

Gravity service connections could be provided to future individual residences on the smaller properties or lots fronting onto the road allowance.

The larger properties with future developments could be serviced either by extending the 200 mm diameter gravity sanitary sewer, with gravity service connections at each proposed residence, or alternatively by designing a low pressure collection system to discharge to a sanitary manhole on Centre Street.

3.3 Water

The properties abutting the proposed Centre Street extension would be serviced by a 150 mm diameter watermain extended from a tee connection & valve at Elm Street to the west end of the road allowance. The watermain could then potentially be extended into the larger, developable properties. New hydrants & valves would be provided at the required spacing to provide fire coverage.

It should be noted that fire hydrants on a privately owned crescent or cul-de-sac (as opposed to one assumed by the municipality) would not be maintained by the municipality. Also, a watermain supply into a privately owned crescent or cul-de-sac would require a meter pit and backflow preventer at the connection point to the municipal supply on Centre Street.

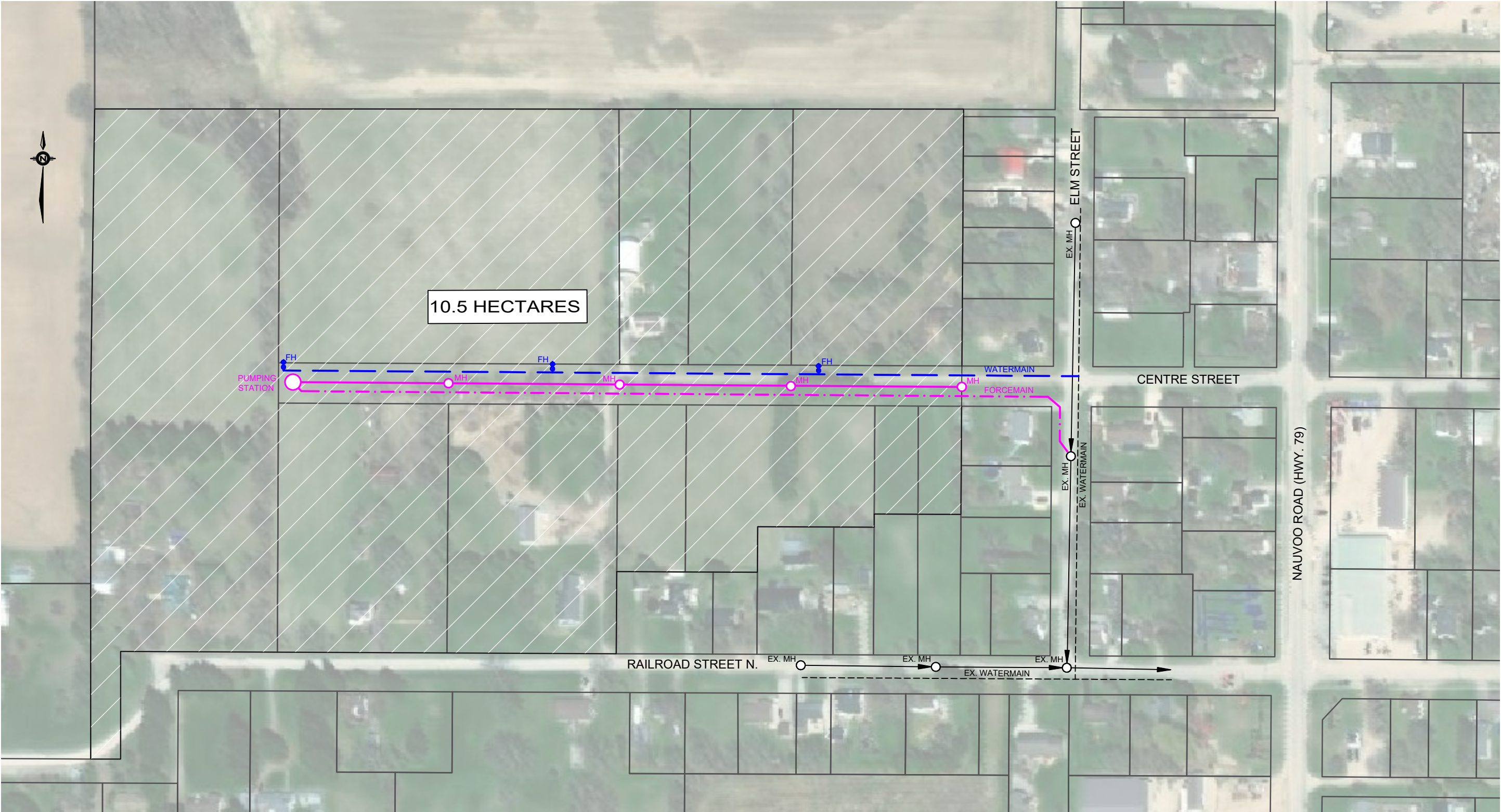
3.4 Stormwater

Stormwater management and control for the Centre Street extension is being planned by the municipality.

4. Conclusion

The potential development options described are serviceable from existing municipal infrastructure currently on Elm Street, with the addition of a pumping station and forcemain. A preliminary plan and an opinion of cost, covering sanitary and water servicing within the current Centre Street road allowance only, have been included with this report for review (refer to Appendices A and B).

Appendix A



LEGEND	
○MH	MAINTENANCE HOLE
●FH	FIRE HYDRANT & VALVE

SCALES	
PLOTTED SIZE - 22" x 34"	1 : 2000
PLOTTED SIZE - 11" x 17"	1 : 1000




MIG PROJECT No.: 11243.00

1.0	PRELIMINARY STUDY REPORT	2021.08.04	SCG	DS	PK/MK	
NO.	REVISIONS	DATE	DRAWN	DESIGNED	CHECKED	APPROVED

MUNICIPALITY OF BROOKE-ALVINSTON
CENTRE ST. SANITARY & WATER EXTENSION
PRELIMINARY STUDY PLAN

DRAWING NUMBER	
SK-001	
REVISION	1.0

Appendix B

PROJECT OPINION OF COST	
<div>  <div> <p>Client: Municipality of Brooke-Alvinston</p> <p>Project Title: Centre Street Water & Sanitary Extensions</p> <p>Client Project No.: n/a</p> <p>Client Lead: Randy Hills</p> <p>Location: Alvinston</p> <p>Project Stage: Preliminary Study</p> </div> <div> <p>Revision Date: July 30, 2021</p> <p>Revision No.: 0</p> <p>Prepared By: MK</p> <p>Reviewed By: PK</p> <p>MIG Project No.: 11243.00</p> <p>Estimate Classification/Accuracy: (+/- 30%)</p> </div> </div>	
Servicing Cost	
DESCRIPTION	TOTAL
Part A - Removals / Miscellaneous	\$ 6,525
Part B - Sanitary Sewers & Appertunances	\$ 480,550
Part C - Storm Sewers & Appertunances	\$ -
Part D - Watermains & Appertunances	\$ 105,670
Part E - Roadworks	\$ -
	Sub-total \$ 592,745
	Sub-total + Contingency (30%) \$ 770,569
	HST (13%) \$ 100,174
	Total Servicing Cost \$ 870,742
Contract Administration and Inspection	
DESCRIPTION	TOTAL
Engineering Design & Contract Administration	\$ 71,129.40
Quality Assurance Testing	\$ 11,854.90
	Sub-total \$ 82,984.30
	Sub-total + Contingency (30%) \$ 107,879.59
	HST (13%) \$ 14,024.35
	Total CA / Inspection \$ 121,903.94
Cost Summary	
DESCRIPTION	TOTAL
Letter of Credit (see breakdown for phased costs)	n/a
Utility Costs	
Not Included as part of this estimate	



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: 2021 Summary Report on Large Item Week
Meeting: Council - 12 Aug 2021
Department: Public Works
Staff Contact: Randy Hills, Public Works Manager

Recommendation:

That the report on the summary of the large item week event be received and filed.

Background:

In 2021, Large Item day was transitioned to a Large Item week. The purpose was intended to limit contact with residents due to COVID-19 protocols and to lower staffing costs by holding the event during working hours. Residents were also given more flexibility by having a week to deliver large items, rather than one morning.

Comments:

In general, many comments of appreciation were held for the weeklong event. We had two staff at the MTO site from Monday to Friday inclusive and extended hours Wednesday evening for more flexibility. Cleanup of the site continued the following Monday with the tire pickup going longer.

Council should provide direction if they would like to:

- continue offering the service,
- continue with a single Saturday in the Spring or Fall, or
- continue with a week long event.

Should Council direct staff to continue holding a week long event, the following recommendations would be made:

- have the event Monday to Thursday from 8 am to 3 pm only with extended hours to 6 pm one evening, and
- have staff remain on site on Friday for remainder of the cleanup of the MTO site.

Financial Considerations:

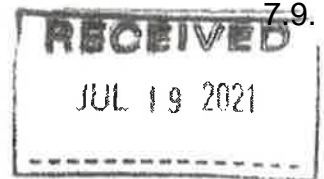
Costs incurred in hosting a large item event include staffing, trucking, equipment maintenance, and other miscellaneous costs such as posting.

2019 (one day event)	\$ 8,340.19
2020 (one day event)	\$ 9,733.93
2021 (weeklong event)	\$11,867.18

The 2021 budgeted amount for large item event was \$8,000. The higher costs in 2021 were because of the extra garbage received that needed to be trucked. For example, in 2020, 13 loads were taken from the site, in 2021, 21 loads were removed. This accounts for the higher cost of the event in 2021. Recoveries of approximately \$2,500 were received from the sale of the scrap metals collected.



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 Benner Duffy 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:

Inspection of existing culvert to determine when
it should be replaced.

Property Description: Lot 17 Concession 5 Roll Number 38 15 120 030 01305 0000

911 address 7896 Courtright Line

Dated at the Municipality of Brooke-Alvinston this 19th day of July, 20 21

Alice Earl
Name-please print

Name-please print

Alice Earl
Signature

Signature

Telephone# [Redacted]
Home

Cell

Email address: aeearl@hotmail.ca

Additional Comments if any:

E-MAILED
2021/19/21

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER xx OF 2021

**Being a By-law to authorize the execution of an
Agreement between the Corporation of the Municipality of Brooke-Alvinston
and Wanstead Farmers Co-operative Company Limited**

WHEREAS the Corporation of the Municipality of Brooke-Alvinston has in effect an Official Plan for the Municipality of Brooke-Alvinston designating all the lands within the Municipality as a site plan control area:

AND WHEREAS Part E, Section 4 of the Municipal Official Plan requires that no person shall undertake any development in a site plan control area unless the Council of the municipality has approved plans and/or drawings as set out in Subsection 4.2 and provided for any conditions as per Subsection 4.2.1.

AND WHEREAS the Council of the Municipality of Brooke-Alvinston has passed a site plan control by-law pursuant to Section 41 (2) of the Planning Act, 1990;

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

1. That the Council of the Municipality of Brooke-Alvinston ratifies the site plan agreement between the Corporation of the Municipality of Brooke-Alvinston and Wanstead Farmers Co-operative Company Limited.
2. That the Mayor and Clerk-Administrator are authorized and directed to execute the site plan agreement between the Corporation of the Municipality of Brooke-Alvinston and Wanstead Farmers Co-operative Company Limited.
3. That the site plan agreement shall form part of the By-law and be attached as Schedule “A” hereto.
4. This By-law shall come into force and take effect on the final passing thereof.

Read a first, second and third time and finally passed this xx day of August, 2021

Dave Ferguson, Mayor

Janet Denkers, Clerk-Administrator

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

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

B E T W E E N:

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

(“**Ontario**” or the “**Province**”)

- and -

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

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

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

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

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

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
 - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
 - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
 - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

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

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

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

5.0 ACKNOWLEDGEMENT

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

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

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

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

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

[SIGNATURE PAGE FOLLOWS]

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

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

Date

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

AFFIX
CORPORATE
SEAL

**CORPORATION OF THE MUNICIPALITY 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) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

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

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

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

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

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

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

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

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Funding Year” means:

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

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

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

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

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

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

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

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

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

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

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

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

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2022, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

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

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

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

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

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

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

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

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

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

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

or both of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.6.0 CONFLICT OF INTEREST

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

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

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

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

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

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

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

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

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

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

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

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

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

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

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

- A.9.4 **Province’s Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such

election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

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

provided in section A.10.1 (Recipient's Insurance); or

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

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

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

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

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

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

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

control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

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

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

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

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

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

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

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

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

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

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

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

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

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

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

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

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

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

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

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

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

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or

employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

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

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
 - (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

- A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

- A.22.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

- A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one

entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

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

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

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

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

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond

the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

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

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

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

A.28.0 ABORIGINAL CONSULTATION

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

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

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

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

A.29.0 COMMITTEE

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

A.30.0 DISPUTE RESOLUTION

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

A.31.0 SPECIAL CONDITIONS

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

- (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) 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
 - (iii) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

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

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is **December 31, 2025**.

B.2.0 MAXIMUM FUNDS

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

B.3.0 ADDRESSEES

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

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPCOVID@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Treasurer Address: 3236 River, ON, Alvinston, N0N1A0 Email: sikert@brookealvinston.com</p>

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

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

C.1.0 PROJECT DESCRIPTION

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

C.2.0 PROJECT STANDARDS

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

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

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

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

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

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1465218114	Upgrade Municipal Fire Station and Municipal Washroom	03/24/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

(b) Project Description

- (i) Project - Upgrade Municipal Fire Station and Municipal Washroom, case # 2020-11-1-1465218114.

This project will renovate and upgrade an existing fire utility building at the fire station to enable storage of fire department vehicles and equipment. It will renovate and upgrade washroom and shower facilities at the fire station and municipal facilities at the ball park to meet accessibility standards.

The project activities include modifying existing fire utility structure: pour concrete floor in bay; install upgraded electrical and heating components; insulate walls and ceilings; and install interior wall coverings and door openers, municipal (proper door/room size) and fire shower facilities to enable privacy and security for both male and female firefighter use and provide additional storage for equipment and response vehicles.

The project outcome will provide a secure shower facility at the fire station for both male and female firefighters to allow for proper decontamination after emergency calls. It will ensure municipal washroom facilities meet current accessibility standards.

[SCHEDULE “D” – REPORTS FOLLOWS]

**SCHEDULE “D”
REPORTS**

D.1.0 REPORTING REQUIREMENTS

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

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

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

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

D.2.0 ABORIGINAL CONSULTATION RECORD

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

D.3.0 RISK ASSESSMENT

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

D.4.0 COMPLIANCE AUDIT(S)

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

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project’s progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient’s information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

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

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

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

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

E.2.0 INELIGIBLE EXPENDITURES

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

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2022 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

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

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

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

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

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

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

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

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

G.2.0 PURPOSE

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

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

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

G.3.0 GUIDING PRINCIPLES

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

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

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

G.4.0 JOINT COMMUNICATIONS

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

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

G.5.0 INDIVIDUAL COMMUNICATIONS

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

G.6.0 OPERATIONAL COMMUNICATIONS

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

G.7.0 MEDIA RELATIONS

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

G.8.0 SIGNAGE

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

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

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

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

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

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

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

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

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

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

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

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

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

H.2.0 DISPOSAL OF ASSETS

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

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

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

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

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

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

I.2.0 ABORIGINAL CONSULTATION PLAN

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

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

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

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

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

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

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 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 each Project as described in and to be paid in accordance with Article J.8.0 (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 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b) , 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, including the Final Payment request, in respect of each Project to the Province in accordance with, and on the 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.

J.4.0 PAYMENTS OF FUNDS

- 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 use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support

and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).

J.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 (Payments of Funds).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each 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) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

**SCHEDULE “K”
COMMITTEE**

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).