



AGENDA

Council Meeting

4:00 PM - Thursday, March 10, 2022
Municipal Office-Hybrid

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13. ADJOURNMENT



MINUTES

Council Meeting

4:00 PM - Thursday, February 24, 2022
Municipal Office

The Council of the Municipality of Brooke-Alvinston was called to order on Thursday, February 24, 2022, at 4:00 PM, in the Municipal Office, with the following members present:

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

Staff Present: Clerk Administrator Janet Denkers, Treasurer Stephen Ikert, Public Works Manager Randy Hills, Fire Chief Steve Knight, Administrative Assistant Darlene Paolucci, Public Works Foreman Jerrett Hodgins, Rob Nesbitt, and Parks and Recreation Supervisor Kevin Miller

Regrets:

1 CALL TO ORDER

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

2 DISCLOSURE OF PECUNIARY INTEREST

The Mayor asked that members declare any pecuniary interests at the appropriate time.

3 MINUTES

a) Regular Council Meeting Minutes of February 10, 2022

RESOLUTION-2022-056

Councillor Wayne Deans made a motion That the Regular Council meeting minutes of February 24, 2022 be approved as presented without any errors or omissions. Deputy Mayor Frank Nemcek seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

Councillor Nemcek inquired if any information was found regarding bar helpers requiring smart serve training. He was advised the material reviewed only specifies all persons behind the bar will require the training

5 DELEGATIONS & TIMED EVENTS

a) Optimist Building Committee - Phase 2

Hannah Symington and Andy Triest were present at Council and reviewed their submitted report to Council, staff and those in attendance.

Due to the budget impact (no funds were budgeted) the Mayor requested a motion for staff to prepare a report and comment on feasibility.

6 CORRESPONDENCE

a) General Correspondence

RESOLUTION-2022-057

Deputy Mayor Frank Nemcek made a motion That the correspondence items listed be received and filed. Councillor Jeannette Douglas seconded the motion.

Carried

- b)** Letter from Dawn-Euphemia (and Southwest Middlesex)

The letter from Dawn-Euphemia regarding assessed costs was discussed in open session. The Clerk Administrator noted an email was further received from Southwest Middlesex.

The Clerk Administrator advised the opinion of the Municipal Auditor has been requested.

The requests were tabled upon response of the Auditor.

7 STAFF REPORTS

- a)** **Planner's Report:** Brooke Central School Site Plan Amendment (Parking)

RESOLUTION-2022-058

Councillor Wayne Deans made a motion that the site plan presented for Brooke-Central School be approved. Councillor Jeannette Douglas seconded the motion.

Carried

- b)** **Clerk-Administrator's Report:** Blog Writer

Council was supportive of the idea of the blog. Councillor Armstrong requested the item be tabled for staff to report on liability

RESOLUTION-2022-059

Councillor Jamie Armstrong made a motion that staff prepare a report on potential liability of a blog writer and the Municipality connection. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- c)** Amendments to the HR Policy - second report

RESOLUTION-2022-060

Councillor Wayne Deans made a motion that the HR Policy be amended to increase the annual work boot allowance to \$200; and that no additional sick days for COVID-19 isolation or sickness be granted. Councillor Jeannette Douglas seconded the motion.

Carried

- d)** **Clerk Administrator's Report:** 2022 Rabies Clinic

RESOLUTION-2022-061

Councillor Wayne Deans made a motion that pending provincial regulations, that Brooke-Alvinston host a Rabies Clinic at the BAICCC in April 2022 pending veterinarian availability. Councillor Jamie Armstrong seconded the motion.

Carried

- e)** **Clerk Administrator's Report:** Court of Revision Date

RESOLUTION-2022-062

Councillor Jeannette Douglas made a motion that the Court of Revision on the Bourne, Johnson, Johnson-Symington and Steadman Drain be held March 24, 2022 Councillor Jamie Armstrong seconded the motion.

Carried

- f) **Clerk-Administrator's Report:** Designation of a Municipal Significant Event

RESOLUTION-2022-063

Deputy Mayor Frank Nemcek made a motion that Council approve the draft Designation of Municipally Significant Events Policy and directs the Clerk to place on the following agenda for formal approval. Councillor Jamie Armstrong seconded the motion.

Carried

- g) **Clerk-Administrator's Report:** Request for Event of Municipal Significance Letter

RESOLUTION-2022-064

Councillor Wayne Deans made a motion that the Council of the Municipality of Brooke-Alvinston regards the Alvinston Killer Bees bar for the remainder of the 2022 season, including the playoff games to be an event of municipal significance to the community of Brooke-Alvinston and has no objections to the Alvinston Optimist Club obtaining a Special Occasion Permit to operate a refreshment area. Councillor Jamie Armstrong seconded the motion.

Carried**8 BY-LAWS**

- a) By-law approving the Brooke-Central School Site Plan Amendment

RESOLUTION-2022-065

Deputy Mayor Frank Nemcek made a motion that By-law 13 of 2022 be read a first, second and third time and finally passed this 24th day of February 2022. Councillor Jeannette Douglas seconded the motion.

Carried**9 NEW BUSINESS**

- a) The Mayor requested clarification on changes in the Municipality effective March 1, 2022. Staff advised QR Codes will no longer be scanned at the arena however masks will be required as provincially mandated.
- b) Councillor Nemcek advised the Campbell House will not be demolished and a feasibility study will be completed.

10 CLOSED SESSION**11 RISE AND REPORT****12 BY-LAW CONFIRMING PROCEEDINGS**

- a) Confirming By-law

RESOLUTION-2022-066

Councillor Wayne Deans made a motion that the Confirming By-law be read a first, second and third time and finally passed this 24th day of February 2022. Councillor Jeannette Douglas seconded the motion.

Carried

13 ADJOURNMENT

Councillor Nemcek made a motion to adjourn the meeting at 4:46 p.m..

Clerk-Administrator

Mayor



Enbridge Gas Inc.
500 Consumers Road
North York, Ontario M2J 1P8
Canada

2022-03-03

Municipality of Brooke-Alvinston
Mayor David Ferguson
3236 River St.
P.O. Box 28
Alvinston, ON
N0N 1A0

Dear Mayor Ferguson and Members of Council,

On March 1, 2022, I assumed the role of Senior Vice President & President, Gas Distribution and Storage for Enbridge, which includes Enbridge Gas in Ontario, and Gazifère in Québec.

I am excited to lead two strong companies whose core purpose is to deliver the energy that enhances peoples quality of life. Our distribution service area generates 40 percent of Canada's GDP, and the energy we provide for 3.9 million residential, business and industrial customers, helps keep this country's economic engine humming. Our unique Storage and Transmission business provides shippers with direct access to North America's major natural gas supply basins. This business includes one of the largest integrated underground natural gas storage facilities in North America, that ensures Ontario, Québec and markets further east have access to a reliable and secure energy source, when they need it most.

I intend to build upon this solid foundation and the outstanding leadership of Cynthia Hansen, who is now Executive Vice President and President of Gas Transmission for Enbridge Inc., and brings to her role a deep understanding of Enbridge Gas, Gazifère and their respective markets.

You can expect a seamless transition. Over the course of my 25 year career in energy, most recently in my previous role as Senior Vice President and Chief Operations Officer, Gas Transmission and Midstream at Enbridge, my focus has been to deliver best-in-class safety, environmental and operationally excellent performance. Under my leadership, we will remain laser focused on providing a safe, reliable and competitive energy choice for our customers. In addition, we will expand our efforts to advance Ontario and Québec's environmental objectives through investments and partnerships in zero and low-carbon energy initiatives and technologies, and we will continue to deliver on our business and financial objectives for our shareholders.

Over the coming weeks I will be making the rounds, meeting with employees, government officials, Indigenous and community leaders, business partners and others, to further my understanding of the business and the needs of those we serve. I have an open door policy and want to solicit your thoughts on what we are doing well, and what we could do better so that we may build upon our strengths.

Sincerely,

Michele Harradence
Senior Vice President & President, Gas Distribution and Storage, Enbridge



February 28, 2022

NOTICE OF COURT OF REVISION Bourne Drain

Please be advised that the Brooke-Alvinston Council has set aside
Thursday, March 24, 2022 at 4:00 p.m.
 for the Court of Revision for the Bourne Drain.

A copy of the Engineer's report was mailed to you on January 14, 2022. A first and second reading of By-law 6 of 2022 was done on February 3, 2022 at the meeting to consider the report. A copy is available upon request.

The Court of Revision is set in order that any owner of land who has assessment complaints can appeal to the Court of Revision. Any appeal must be submitted in writing to the undersigned no later than March 23, 2022. The Court will only consider written appeals. The meeting will be held via ZOOM electronic technology. Should you wish to attend, please look for the login information on the municipal website or contact the Clerk Administrator in advance at 519-898-2173. Written appeals should be delivered to the Municipal Office or sent to:

Ray Dobbin, Engineer
 C/O Municipality of Brooke-Alvinston
 3236 River Street
 P.O. Box 28
 Alvinston, ON N0N 1A0





February 28, 2022

NOTICE OF COURT OF REVISION Johnson Drain

Please be advised that the Brooke-Alvinston Council has set aside
Thursday, March 24, 2022 at 4:00 p.m.
for the Court of Revision for the Johnson Drain.

A copy of the Engineer's report was mailed to you on January 14, 2022. A first and second reading of By-law 7 of 2022 was done on February 3, 2022 at the meeting to consider the report. A copy is available upon request.

The Court of Revision is set in order that any owner of land who has assessment complaints can appeal to the Court of Revision. Any appeal must be submitted in writing to the undersigned no later than March 23, 2022 The Court will only consider written appeals. The meeting will be held via ZOOM electronic technology. Should you wish to attend, please look for the login information on the municipal website or contact the Clerk Administrator in advance at 519-898-2173. Written appeals should be delivered to the Municipal Office or sent to:

Ray Dobbin, Engineer
C/O Municipality of Brooke-Alvinston
3236 River Street
P.O. Box 28
Alvinston, ON N0N 1A0





February 28, 2022

NOTICE OF COURT OF REVISION Steadman Drain No.1

Please be advised that the Brooke-Alvinston Council has set aside
Thursday, March 24, 2022 at 4:00 p.m.
for the Court of Revision for the Steadman Drain No.1.

A copy of the Engineer's report was mailed to you on January 14, 2022. A first and second reading of By-law 9 of 2022 was done on February 3, 2022 at the meeting to consider the report. A copy is available upon request.

The Court of Revision is set in order that any owner of land who has assessment complaints can appeal to the Court of Revision. Any appeal must be submitted in writing to the undersigned no later than March 23, 2022. The Court will only consider written appeals. The meeting will be held via ZOOM electronic technology. Should you wish to attend, please look for the login information on the municipal website or contact the Clerk Administrator in advance at 519-898-2173. Written appeals should be delivered to the Municipal Office or sent to:

Ray Dobbin, Engineer
C/O Municipality of Brooke-Alvinston
3236 River Street
P.O. Box 28
Alvinston, ON N0N 1A0



February 28, 2022

NOTICE OF COURT OF REVISION Johnston-Symington Drain

Please be advised that the Brooke-Alvinston Council has set aside
Thursday, March 24, 2022 at 4:00 p.m.
for the Court of Revision for the Johnston-Symington Drain.

A copy of the Engineer's report was mailed to you on January 14, 2022. A first and second reading of By-law 8 of 2022 was done on February 3, 2022 at the meeting to consider the report. A copy is available upon request.

The Court of Revision is set in order that any owner of land who has assessment complaints can appeal to the Court of Revision. Any appeal must be submitted in writing to the undersigned no later than March 23, 2022. The Court will only consider written appeals. The meeting will be held via ZOOM electronic technology. Should you wish to attend, please look for the login information on the municipal website or contact the Clerk Administrator in advance at 519-898-2173. Written appeals should be delivered to the Municipal Office or sent to:

Ray Dobbin, Engineer
C/O Municipality of Brooke-Alvinston
3236 River Street
P.O. Box 28
Alvinston, ON N0N 1A0





NOTICE OF APPOINTMENT FOR EXAMINATION BY ENGINEER

Drainage Act, R.S.O. 1990, Chapter D.17, s. 78 & s. 9(1)

TO: Affected Property Owners

You are hereby notified that Ray Dobbin, P.Eng., appointed by the Council of the Municipality of Brooke-Alvinston under Section 78 of the Drainage Act, has scheduled an on-site meeting for the:

**Smith Drain
on**

Tuesday, March 29, 2022

10:00 a.m.

LOCATION: 7579 Shiloh Line

In accordance with Section 9(1) of the Drainage Act, you as an owner of land affected, are requested to attend an onsite meeting with the appointed engineer to examine the area and site of the proposed drainage works.

The purpose of the meeting is to discuss the repairs and improvements to the drain including culvert replacements, and as an owner of the land affected, you are requested to attend at such time and place.

Dated the 3rd day of March, 2022.

Janet Denkers
Clerk-Administrator

Failure to Attend Meeting

If you do not attend the meeting, it will proceed in your absence. If you are affected or assessed by this proposed project, you will continue to receive notification as required by the *Drainage Act*.





March 4, 2022

Dear Affected Landowner on the Ruth & Logan Drain:

The proposed works on the Ruth Drain (Engineer report dated December 14, 2020) and Logan Drain Branches 2-6 (Engineer report dated December 14, 2020) can be constructed at any time in accordance with the Drainage Act as the Bylaw for the project has received three (3) readings. Construction can begin 10 days after receiving 3rd Reading.

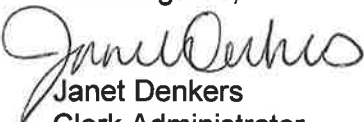
An affected landowner has requested that the works not take place this year and to be moved to 2023. At a Council meeting held February 10, 2022 Council passed a resolution to do the following:

That Council holds the work for an additional year, instructs the Engineer to tender the works for 2023 construction, and assesses out all outstanding costs to date shown in the account.

If anyone has any issues with holding off until 2023 please contact the Drainage Superintendent by email david@dobbineng.com or by calling David Moores at 519-882-0032 ext. 203.

As the price of materials continue to rise, it should be noted that the estimate cost in the report will not be accurate and the cost of this work is subject to increase.

Kind Regards,


Janet Denkers
Clerk Administrator

c. David Moores, Drainage Superintendent

LAMBTON GROUP POLICE SERVICES BOARD

Mailing Address:

C/O The County of Lambton
700 Broadway Street, Box 3000
Wyoming, ON N0N 1T0

Website: www.lgpsb.ca

e-mail: info@lgpsb.ca



LAMBTON GROUP
POLICE SERVICES
BOARD

March 6, 2022

Township of Brooke-Alvinston
Township of Dawn-Euphemia
Township of Enniskillen
Municipality of Lambton Shores
Village of Oil Springs
Town of Petrolia
Town of Plympton-Wyoming
Township of St. Clair
Township of Warwick

Dear Mayor and Members of Council,

RE: consideration of contribution from COVID provided funding

The COVID 19 pandemic that began in March of 2020 brought unprecedented times to us all. During this time the Lambton Group Police Services Board much like all of you, experienced new challenges in relation to the unknowns of this virus.

The LGPSB was quick to action the priority of the health and safety of our detachments with the OPP mandating additional cleaning Province wide. While the action was quick, and in the best interest of all, it did come with an additional cost. Under the LGPSB cleaning costs are paid directly by the OPP at the Petrolia Detachment, however for the Forest and Corunna ESO offices this expense is the responsibility of the Board.

It is the boards understanding that the Provincial Government provided all municipalities in Ontario with financial relief to help ensure the delivery of critical services. While policing is deemed a critical service this funding was not provided to Police Services Boards to offset the additional operating costs that were generated as a direct result of the COVID 19 pandemic.

<https://news.ontario.ca/en/release/60538/ontario-provides-additional-support-for-municipalities-during-covid-19>

With that provincial funding provided in both 2020 and 2021 to be earmarked for expenses directly relating to COVID 19, and with the unforeseen expenses we have incurred in providing additional cleaning at Forest & Corunna ESO office as a direct result of COVID 19 precautions, the Board would like to ask each Council of our member municipalities to please consider contributing a portion from the provincial funds received to assist with the unexpected and non-budgeted for cleaning expenses.

Thank you for this consideration.

Sincerely,

Murray Jackson
Board Chair

63RD ANNUAL WATFORD-ALVINSTON ROAD RACE MAY 23, 2022

Greetings and salutations.

The organizing committee for the Watford-Alvinston Road Race is pleased to be preparing for the 63rd annual running of this amazing family event.

With the help of community partners such as yourself or your business, it is our intention to provide an unparalleled racing experience set to the beautiful backdrop of rural Lambton County yet again this year. Please find the attached details for this year's sponsorship packages and the many incentives available to our partners.

With participant numbers increasing to the range of approximately 500 runners from all over southern Ontario, eastern Michigan and even further, the opportunity for exposure is tremendous. Our very popular and very active social media presence will also offer brand exposure to many non-running participants.

It is our hope that you will review the details on the following pages and consider one of the four available sponsorship packages that best suits your needs. Packages are available at different price points to best fit your business.

If you would like to discuss any of these packages further, or would like to discuss an individually tailored sponsorship opportunity, please email joostenjanpaul@gmail.com with any questions.

All the best. #run79

Jan Joosten
& the Watford-Alvinston Road Race Committee



63RD ANNUAL WATFORD-ALVINSTON ROAD RACE MAY 23, 2022

Sponsorship Opportunities

Bronze - \$150

- recognition on signage at Start/Finish lines
- recognition through social media accounts
- announcement featuring sponsor name at event

Silver - \$300

- recognition on signage at Start/Finish lines
- recognition through social media accounts
- announcement featuring sponsor name at event
- logo on kilometre marker placed on race course
- logo on race-day t shirt
- souvenir race day t-shirt & medallion

Gold - \$500 (limited number available)

- recognition on signage at Start/Finish lines
- recognition through social media accounts
- announcement featuring sponsor name at event
- logo on race day t-shirt
- souvenir race day t-shirt & medallion
- 1 water station exclusively featuring name and logo
- option to include company info/brochures in race kits (to be supplied by sponsor)

Platinum - \$1000 (limited number available)

- prominent recognition on signage at Start/Finish lines
- prominent recognition through social media accounts
- announcement featuring sponsor name at event
- logo on race day t-shirt
- souvenir race day t-shirt & medallion
- 2 water stations exclusively featuring name and logo (1/race distance)
- option to include company info/brochures in race kits (to be supplied by sponsor)
- optional display area located at Finish line/staging area (to be supplied & manned by sponsor)



63RD ANNUAL
WATFORD-ALVINSTON
 ROAD RACE
 MAY 23, 2022
Sponsorship Form

Business Name: _____
 Contact Person: _____
 Address: _____
 Phone: _____ Email: _____

Sponsorship Level: Bronze ☐ Silver ☐
 (\$150) (\$300)

Gold ☐ Platinum ☐
 (\$500) (\$1000)

T-shirt size: _____

I would be interested in volunteering on race day: Yes ☐ No ☐

I would like to have promotional materials in the race kits: Yes ☐ No ☐

I would like to set up a display on race day: Yes ☐ No ☐

Make all cheques payable to "Watford-Alvinston Road Race", and mail to:
 PO Box 362 Watford, ON N0M 2S0

Please contact Jan Joosten at joostenjanpaul@gmail.com for additional information
 or to discuss alternative sponsorship opportunities.





Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Termination of a Declared Emergency
Meeting: Council - 10 Mar 2022
Department: Emergency Management
Staff Contact: Steve Knight, Fire Chief

Recommendation:

That the report titled Termination of a Declared Emergency be received and filed.

Background:

The Municipality declared a State of Emergency on March 18, 2020 at the same time as most Lambton Municipalities and the County of Lambton.

The County of Lambton and several other local Municipalities terminated the same declared Emergencies on March 4, 2022.

Comments:

There are no set guidelines for terminating an emergency, but if the impacts of the emergency, and the reasons for the declaration have been resolved, there may be justification for terminating the emergency. There should be no pressure felt by the Head of Council and Control Group to terminate an emergency until they are satisfied it is appropriate to do so.

The Municipal Emergency Management Program Committee(EMPC) met on March 1, 2022 and lifting the state of emergency in conjunction with the County of Lambton's was discussed. The EMPC advised the Mayor of their support for his decision making purposes.

In addition to the Head of Council, the *Emergency Management and Civil Protection Act* also gives the Premier and the municipal Council the authority to terminate an emergency.

Financial Considerations:

None associated with this report.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Mandatory Vaccination Policy
Meeting: Council - 10 Mar 2022
Department: Emergency Management
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council suspend the mandatory vaccination policies for staff, Council and Brooke Fire Rescue Members.

Background:

The Emergency Management Program Committee (EMPC) met on March 1, 2022. The Mandatory Vaccination Policy for staff and members of Brooke Fire Rescue was put in place on October 15, 2021 and October 28, 2021 for Municipal Council members.

Comments:

The policy was put in place in efforts to stop the spread of COVID -19. Without any issues, staff, Council members and Brooke Fire Rescue (BFR) members were supportive of the policy and 96.3% of the workforce including Council and BFR members were fully vaccinated. The high uptake contributes to the safe operation of municipal services.

As the Province has opened up capacity limits for indoor settings and eliminated proof of vaccination, consideration should be given to suspending the policies. Should Council approve the suspension of the vaccine policy, the Municipality will still adhere to Provincial prevention policies in the workplace which include mandatory face coverings, enhanced cleaning, frequent handwashing and staying home if sick.

Current guidelines remain in place for BFR members in responding to calls including the wearing of medical response PPE.

Preparation of a Municipal Re-Opening Plan is currently being prepared for consideration.

Financial Considerations:

None associated with this report.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Alvinston Water Distribution System Annual Reports 2021
Meeting: Council - 10 Mar 2022
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council review the water system annual reports as required by O. Reg. 170/03 and that Alvinston Schedule 22 Summary Report be received and filed and Council acknowledge reading.

Background:

In accordance with O. Reg. 170/03, Schedule 22 (attached) must be presented to Council and is mandated to be reviewed and acknowledged to have been read by March 31st

Comments:

Once the report is reviewed by Council, it is made publically available and posted on the municipal website and bulletin board for inspection.

Financial Considerations:

None associated with this report

ATTACHMENTS:

[Alvinston Section 11 Annual Report 2021](#)

[Alvinston Schedule 22 Summary Report 2021](#)

ANNUAL REPORT

Drinking Water System Number:	260040170
Drinking Water System Name:	Alvinston Distribution System
Drinking Water System Owner:	The Corporation of the Municipality of Brooke-Alvinston
Drinking Water System Category:	Large Municipal Residential System
Period being reported:	January 1st to December 31st, 2021

Complete if your Category is Large Municipal Residential or Small Municipal Residential

Does your Drinking Water System serve more than 10,000 people? Yes [] No [X]

Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []

Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.

The Municipality of Brooke-Alvinston
Municipal Office
3236 River St.
Alvinston, ON
N0N 1A0

Complete for all other Categories

Number of Designated Facilities served:

n/a

Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []

Number of Interested Authorities you report to:

n/a

Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []

Note: For the following tables below, additional rows or columns may be added, or an appendix may be attached to the report

List all Drinking Water Systems (if any), which receive all their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
n/a	n/a

Did you provide a copy of your annual report to all Drinking Water System owners that are connected to you and to whom you provide all drinking water? Yes [] No []

Indicate how you notified system users that your annual report is available and is free of charge.

- ☒ Public access/notice via the web
☒ Public access/notice via Government Office
☐ Public access/notice via a newspaper
☒ Public access/notice via Public Request
☐ Public access/notice via a Public Library
☐ Public access/notice via other method _____

Describe your Drinking Water System

The Alvinston Drinking Water System is supplied with potable water via a 250mm diameter PVC watermain from the Lambton Area Water Supply System (LAWSS). The supply meter chamber is located on the southeast corner of Old Walnut Rd. and Churchill Line. The Old Walnut meter chamber is equipped with a flowmeter. The potable watermain feeds the Alvinston Water Pumping Station where the incoming water is continuously monitored for free chlorine. Rechlorination takes place at the clearwell, and is continuously monitored and alarmed for free chlorine as it is pumped to the distribution system. The distribution system consists of a standpipe with a maximum capacity of 1544m³ (equipped with a continuous on-line chlorine analyzer and alarmed), 11 air valve chambers, approximately 70 hydrants and 110 shut off valves, two water service meter chambers and piping of various sizes.

Standby power is available in the event of a power failure/outage.

List all water treatment chemicals used over this reporting period

Sodium Hypochlorite 12%

Were any significant expenses incurred to?

- ☐ Install required equipment
☒ Repair required equipment
☐ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Watermain Repair

Provide details on the notices submitted in accordance with subsection 18 (1) of the Safe Drinking Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
n/a	n/a	n/a	n/a	n/a	n/a

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period

	Number of Samples	Range of E. Coli Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Distribution	156	0-0	0-0	50	<10-30

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)	Unit of Measure
Chlorine	357	0.55-1.69	mg/L

NOTE: For continuous monitors use 8760 as the number of samples

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
n/a	n/a	n/a	n/a	n/a

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
n/a	n/a	n/a	n/a	n/a

Drinking Water Systems Regulation O. Reg. 170/03
Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Unit of Measure	Number of Exceedances
Distribution*	n/a	n/a	n/a	n/a

*reduced lead sampling taken every three years

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
HAAs (Note: show latest running annual average)	2021	26.6	ug/L	no
THMs (Note: show latest running annual average)	2021	50.75	ug/L	no

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

Parameter	Result Value	Unit of Measure	Date of Sample
THMs	50.75	ug/L	2021

February 28, 2022

Janet Denkers
Corporation of the Municipality of Brooke-Alvinston
3236 River St.
P.O Box 28
Alvinston, ON N0N 1A0

Re: Requirement under the Safe Drinking Water Act for a Summary Report

Dear Janet Denkers;

Attached is the 2021 Summary Report for the Alvinston Distribution System for January 1st to December 31st, 2021. This report is completed in accordance with Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act.

This Summary Report is to be provided to the members of Council. Please ensure this distribution by March 31st, 2022.

Attached is also a copy of the 2021 Annual Report for the Alvinston Distribution System required under Section 11 of O. Reg. 170/03. Section 12 of O. Reg. 170/03, requires both the Summary Report and the Annual Report be made available for inspection members of the public during normal business hours, without charge. The reports should be made available for inspection at the office of the municipality, or at a location that is reasonably convenient to the users of the water system.

Please feel free to contact me should you require any additional information regarding these reports. I can be reached at 519-312-0847.

Sincerely,



Terri-Lynn Thomson
Process and Compliance Technician

cc. Dale LeBritton, Regional Hub Manager
Sam Smith, Senior Operations Manager
Cindy Sigurdson, Safety, Process and Compliance Manager
Stephen Ikert, Brooke- Alvinston



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Annual Summary Report

Alvinston Water Distribution System

2021

Prepared for the Municipality of Brooke-Alvinston

By the Ontario Clean Water Agency

Table of Contents

Section Number	Contents	Page Number
1	Overview of System	1
2	Compliance with Regulations Schedule 22-2 (2)(a) List the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water licence, and any orders applicable to the system that were not met at any time during the period covered by the report	1
3	Corrective Actions Schedule 22-2 (2)(b) For each requirement referred to in section 2 that was not met, specify the duration of the failure and the measures that were taken to correct the failure.	1
4	Flow Summary Schedule 22-2 (3) 1. A summary of the quantities and flow rates of the water supplied during the period covered by the report 2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water licence, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5 (4), to the flow rates specified in the written agreement.	1
APPENDICES		
APPENDIX A	LAWSS flows for January 1, 2021 to December 31, 2021	
APPENDIX B	Distribution flows for January 1, 2021 to December 31, 2021	

SECTION 1: Overview

This report is a summary of water quality information for the Alvinston Water Distribution System and published in accordance with Schedule 22 of Ontario's Safe Drinking Water Act, Ontario Regulation 170/03 for the reporting period of January 1, 2021 to December 31, 2021. The Alvinston Water Distribution System is categorized as a Large Municipal Residential Drinking Water System.

The Alvinston Distribution System operated in accordance with the Municipal Drinking Water License 240-101 and Drinking Water Works Permit 240-201.

This report was prepared by the Ontario Clean Water Agency on behalf of the Municipality of Brooke-Alvinston.

SECTION 2: Compliance

The Alvinston Water Distribution System was operated and maintained in such a manner that the water supplied to the consumers serviced by the system satisfied all the requirements in the Safe Drinking Water Act, the Regulations, the Drinking Water Works Permit Number: 240-201, and the Municipal Drinking Water Licence Number: 240-101.

A Ministry of the Environment, Conservation and Parks (MECP) inspection was conducted on October 15, 2021 by Dwayne Reid covering the inspection period of May 20, 2020 to July 14, 2021.

The MECP Inspections have an Inspection Rating Record, which evaluates the system to provide information for the owner/operator on areas that need to be improved. The particular areas that were evaluated for the Alvinston Distribution System were: Capacity Assessment, treatment processes, operations manuals, logbooks, certification and training and water quality monitoring. This system received 0 out of 251 non-compliance ratings and as such received 100% for the Final Inspection Rating.

SECTION 3: Corrective Action

There were no non-compliances identified in 2021 and therefore, no corrective actions required for 2021.

SECTION 4: Summary and discussion of quantity of water supplied

In accordance with Schedule 22-2 (3) the following is a summary and discussion of the quantity of water supplied throughout the system during the reporting period. There are no rated capacities specified in the MDWL or DWWP.

The Alvinston Distribution System is supplied by the Lambton Area Water Supply System (LAWSS). The flow is metered at the Old Water metering station as it enters the Alvinston Distribution system. The volume supplied in 2021 was 80,482.23m³. This is a 0.1% decrease from total flows in 2020. Refer to Appendix A for a breakdown of flows.

The water supplied by LAWSS enters a clearwell at the Alvinston Water Pumping Station before being directed to consumers. The flow is metered on the outlet of the pumping station. The volume supplied from the Alvinston Water Pumping Station in 2021 was 71,184.25 m³. Refer to Appendix B for a breakdown of flows.

APPENDIX A

Monthly flow meter volumes from the Lambton Area Water Supply System at Old Walnut

	2020 Alvinston Water Pumping Station (m ³)	2021 Alvinston Water Pumping Station (m ³)	2020 Alvinston Water Pumping Station Avg Day Flow (m ³ /d)	2021 Alvinston Water Pumping Station Avg Day Flow (m ³ /d)	% difference 2021 to 2020	2020 Alvinston Water Pumping Station Max Day Flow (m ³)	2021 Alvinston Water Pumping Station Max Day Flow (m ³)
January	5542.7	5625.0	178.8	181.5	1.5	212.0	240.0
February	5122.3	4642.0	176.6	165.8	-6.1	238.0	224.0
March	5522.8	5469.0	178.2	176.4	-1.0	209.0	371.0
April	5472.0	5531.0	182.4	184.4	1.1	250.0	241.0
May	6687.6	6990.3	215.7	225.5	4.5	323.0	329.0
June	6786.0	6718.0	226.2	223.9	-1.0	289.0	381.0
July	6795.0	6245.5	219.2	201.5	-8.1	283.0	325.0
August	6705.0	6481.1	216.3	209.1	-3.3	279.3	288.0
September	6214.8	6087.0	207.2	202.9	-2.1	240.0	306.5
October	5615.3	6005.9	181.1	193.7	7.0	215.0	283.0
November	5330.2	5614.8	177.7	187.2	5.3	237.0	275.0
December	5493.0	5774.7	177.2	186.3	5.1	238.0	264.0
Total	71286.5	71184.3					
Avg	5940.5	5932.0	194.7	194.8	0.1		
Max						323.0	381.0

APPENDIX B

Monthly flow meter volumes in the distribution system at Alvinston Water Pumping Station.

	2020 Alvinston Walnut (m ³)	2021 Alvinston Walnut (m ³)	2020 Walnut Avg Day Flow (m ³ /d)	2021 Alvinston Walnut Avg Day Flow (m ³ /d)	% difference 2021 to 2020	2020 Alvinston Walnut Max Day Flow (m ³)	2021 Alvinston Walnut Max Day Flow (m ³)
January	6325.3	6087.1	204.0	196.4	-3.8	273.2	390.4
February	5803.2	5163.5	200.1	184.4	-7.8	269.4	248.4
March	6336.2	5890.0	204.4	190.0	-7.0	262.4	296.6
April	6081.0	8533.9	202.7	284.5	40.3	274.2	399.3
May	7024.7	8416.7	226.6	271.5	19.8	392.2	375.9
June	7476.5	7503.6	249.2	250.1	0.4	332.4	421.9
July	7467.0	6746.3	240.9	217.6	-9.7	302.6	255.5
August	7625.5	6940.8	246.0	223.9	-9.0	303.3	258.5
September	7217.8	6737.0	240.6	224.6	-6.7	295.4	316.0
October	6865.0	6481.0	221.5	209.1	-5.6	275.9	272.0
November	6199.5	5955.3	206.7	198.5	-3.9	275.5	253.3
December	6129.0	6027.0	197.7	194.4	-1.7	282.5	252.5
Total	80550.5	80482.2					
Avg	6712.5	6706.9	220.0	220.4	0.2		
Max						392.2	421.9



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Use of Corporate Resources for Election Purposes Policy
Meeting: Council - 10 Mar 2022
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the attached policy and associated By-law be approved.

Background:

In the 2022 municipal election year, April 30, 2022 is the last day for municipalities to establish rules and procedures regarding the use of municipal resources during the election campaign.

Comments:

The attached policy sets out provisions for the use of Municipal facilities, resources and infrastructure during an election period in order to preserve the integrity in the elections process and to comply with the Municipal Elections Act.

The policy recognizes that Members of Council are holders of their office until the end of the term and supports them in continuing to fulfill their responsibilities as Members of Council

Financial Considerations:

None associated with this report.

ATTACHMENTS:

[Use of Corporate Resources for Election Purposes](#)

Municipality of Brooke-Alvinston

Use of Corporate Resources for Election Purposes Policy



MUNICIPALITY OF BROOKE-ALVINSTON

MUNICIPAL ELECTION

Use of Corporate Resources for Election Purposes

POLICY STATEMENT

All Provisions contained within this policy shall serve to ensure the protection of freedom of expression while maintaining that:

- No candidate shall use the facilities, equipment, supplies, services, staff or other resources of the municipality for any election campaign or campaign-related activities.
- Members of Council shall not be precluded from performing their duties as an elected Official, nor inhibited from representing the interests of their constituents and;
- Information and communication related to an election shall continue to be open and accessible to the public

PURPOSE

The purpose of this policy is to create guidelines for all Brooke-Alvinston Candidates running for an elected office and Registered Third Parties during the Election Period; and to establish parameters on the Use of Corporate Resources to election related purposes.

Rationale and Legislative Authority

It is necessary to establish guidelines on the appropriate use of corporate resources during an election period to protect the interests of both the Members of Council and the Corporation. The *Municipal Elections Act, 1996* prohibits a municipality from making a contribution to a candidate. The Act also prohibits a candidate, or someone acting on the candidate's behalf, from accepting a contribution from a person who is not entitled to make a contribution.

As a contribution may take the form of money, goods or services, any use by a Member of Council of the Corporation's resources for his or her election campaign would be viewed as a contribution by the Municipality to the member, which is a violation of the Act.

SCOPE

This policy applies to all employees of the Municipality, Candidates and Registered Third Parties as well as anyone acting on their behalf

DEFINITIONS

Candidate means any person who has filed and not withdrawn a nomination in a municipal or school board election or a candidate seeking nomination for a political party.

Corporate Resources means items, staff, services or resources which are the property of the Municipality of Brooke-Alvinston including but not limited to: materials, equipment, vehicles, facilities, land, technology (Computers, smartphones, tablets etc) images, logos and supplies. Working hours, the time where the Municipality pays its employees to complete certain duties or tasks is also considered to be a Corporate Resource

Campaign Materials means any materials used to solicit votes for a Candidate including but not limited to literature, banners, posters, pictures, buttons, signs, or other paraphernalia. Campaign materials include materials in all media for example print, displays, electronic radio or television, online including websites or social media

Election Period means the first day prescribed for the filing of nominations in accordance with the Municipal Elections Act and ends on Voting Day

Municipal Facility / Building means any building or facility owned or operated by the Municipality

GENERAL PROVISIONS

In accordance with the provisions of the Municipal Elections Act, 1996:

- a) Corporate resources, assets and funding may not be used for any election-related campaigning purposes;
- b) Staff may not canvass or actively work in support of a municipal candidate
- c) Candidates may not use any municipally-owned facilities for any election-related purposes. Neither campaign related signs nor any other election-related material will be displayed in any municipally-owned facilities;
- d) Members of Council may not:
 - i) Print or distribute any material paid by municipal funds that illustrates that a Member of Council or any other individual is registered in any election or where they will be running for office;
 - ii) Profile (name or photograph), or make reference to, in any material paid by municipal funds, any individual who is registered as a candidate in any election;
 - iii) Print or distribute any material using municipal funds that makes reference to, or contains the names or photographs, or identifies registered candidates

for municipal elections. The minutes of Council and Committee meetings are exempt from this policy.

- e) Members of Council are responsible for ensuring that the content of any communication material, printed, hosted or distributed by the Municipality of Brooke-Alvinston is not election-related campaign material;
- f) Candidates may not print or distribute any election-related campaign material using municipal funds;
- g) In any material printed or distributed by the Municipality, candidates are not permitted to:
 - i) illustrate that an individual (either a Member of Council or any other individual) is a candidate registered in any election;
 - ii) identify where they or any other individual will be running for office; or
 - iii) profile or make reference to candidates in any election.
- h) Websites or domain names that are funded by the Municipality of Brooke-Alvinston may not include any election-related campaign material;
- i) The Municipality's computer network may not be used to record election related messages to distribute election-related campaign material;
- j) The municipality's logo, crest, coat of arms, slogan, taglines etc. may not be printed or distributed on any election materials or included on any election campaign related website, except in the case of a link to the County's website to obtain information about the municipal election;
- k) Photographs produced for and owned by the Municipality may not be used for any election purposes;
- l) Distribution lists or contact lists developed utilizing corporate resources or through contact in a Member of Council's role shall not be utilized for election purposes; and
- l) The above-noted recommendations also apply to an acclaimed member or a member not seeking re-election.

Candidate's Night

Nothing in this policy shall preclude the Clerk from providing the BAICCC at a reduced rate for an organization to host a "candidate's night" or similar event provided that assurances are given by the host organization that (1) all official candidates have been invited to participate; (2) admission is free; (3) the event is open to all ratepayers/residents of Brooke-Alvinston, and (4) no election campaign materials can be erected in the facility

or erected on the grounds - candidates are permitted to give out campaign-related handouts only; and (5) the applicable items in this policy are adhered to.

Limitation

Nothing in this policy shall preclude a Member of Council from performing their job as a Councillor, nor inhibit them from representing the interests of the constituents who elected them.

Nothing in this policy shall preclude the Clerk from providing a municipal election information board for the purpose of recording municipal candidates and providing other election material, publications, newsletters or other details of the municipal election for the purpose of informing the public of election information, updates or instructions in either written form or posted on the Municipality's website.

Implementation

This policy shall become effective immediately upon approval by Council and that the Municipal Clerk be authorized and directed to take the necessary action to give effect to this policy.

Amendments to Procedures

The Clerk has the right, at any time, up to and including Voting Day, to amend the procedures contained herein. A copy of any amendment will be forwarded to each candidate, if time permits.

With respect to matters of policy and procedures for Use of Corporate Resources, the Clerk's decision is final.

ATTACHMENT Appendix "A" – Excerpt from the Municipal Elections Act, 1996, S.O. 1996, Chapter 32 Re: Election Campaign Finances/Contributions

APPENDIX “A”
Municipal Election Act, 1996
S.O. 1996, CHAPTER 32
Election Campaign Finances

What constitutes a contribution
For an election campaign

88.15 (1) For the purposes of this Act, money, goods and services given to and accepted by a person for his or her election campaign, or given to and accepted by another person who is acting under the person's direction, are contributions. 2016, c. 15, s. 53 (1).

For third party advertisements

(2) For the purposes of this Act, money, goods and services given to and accepted by an individual, corporation or trade union in relation to third party advertisements, or given to and accepted by another person who is acting under the direction of the individual, corporation or trade union, are contributions. 2016, c. 15, s. 53 (2).

Contributions

(3) Without restricting the generality of subsections (1) and (2), the following amounts are contributions:

1. An amount charged for admission to a fund-raising function.
2. If goods and services are sold for more than their market value at a fund-raising function, the difference between the amount paid and the market value. However, if the amount received for the goods or services is \$25 or less, the amount is not a contribution.
3. If goods and services used in the person's election campaign or in relation to third party advertisements are purchased for less than their market value, the difference between the market value and the amount paid.
4. Any unpaid but guaranteed balance in respect of a loan under section 88.17. 2016, c. 15, s. 53 (3).

Not contributions

(4) Without restricting the generality of subsections (1) and (2), the following amounts are not contributions:

1. The value of services provided by voluntary unpaid labour.
2. The value of services provided voluntarily, under the direction of the person or the individual, corporation or trade union, by an employee whose compensation from all

sources for providing the services does not exceed the compensation the employee would normally receive for the period the services are provided.

3. An amount of \$25 or less that is donated at a fund-raising function.
4. The amount received for goods and services sold at a fund-raising function, if the amount is \$25 or less.
5. The amount of a loan under section 88.17.
6. For a person referred to in subsection (1), the value of political advertising provided without charge on a broadcasting undertaking as defined in section 2 of the *Broadcasting Act* (Canada), if,
 - i. it is provided in accordance with that Act and the regulations and guidelines made under it, and
 - ii. it is provided equally to all candidates for office on the particular council or local board. 2016, c. 15, s. 53 (3).



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Blog Writing - FAQ
Meeting: Council - 10 Mar 2022
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council approve allocating \$3,000 to Liana Russwurm to draft stories on Brooke-Alvinston and that the attached Memorandum of Understanding be approved

Background:

At the February 24, 2022 regular session of Council the concept and idea of a blog writer (Liana Russwurm) was accepted. Councillor Armstrong had concerns with potential liability for the Municipality and subsequently direction was given to staff to report further.

Comments:

What is a Blog?

A blog is **a discussion or informational website published on the World Wide Web consisting of discrete, often informal diary-style text entries (posts)**. Posts are typically displayed in reverse chronological order, so that the most recent post appears first, at the top of the web page.

The blog being proposed is intended to be light and airy with past history of the community being told through the blog writer. Comments are allowed on the blogs however can be removed if inappropriate in nature. The items being proposed are not political or contentious in any manner and should not be considered to be similar to editorials or social media posts. The blogs would be informative and timed to potentially link to events in the community such as Maple Syrup Festivals, Santa Claus parades etc.

A sample blog is attached for review and was taken from the Association of Municipal Clerks and Treasurers (AMCTO) website.

In addition, an email was forwarded to Intact Insurance for comment. They requested we move towards an Independent Contractor Agreement vs. a Memorandum of Understanding. The document is attached.

Financial Considerations:

Monies have been placed in the budget for this new initiative.

ATTACHMENTS:

[Sample Blog](#)

CATEGORIES: Elections

2022 Municipal and School Board Elections

It's that time again! As we all look ahead to the 2022 Municipal and School Board Election on October 24 2022, the Municipal Property Assessment Corporation (MPAC) is once again undertaking a communications campaign to promote voterlookup.ca to provide electors with an easy way to confirm and update their information for municipal and school board elections.

This tool is available year-round and allows eligible electors to confirm or update their information including adding a name to an address or changing school board support for the purposes of elections.

This year, there is a greater push to ensure that tenants, not just property owners, use the tool to confirm or update their information.

MPAC has been responsible for the development of the Preliminary List of Electors (PLE) which municipal clerks across the province use to develop their local voters lists.

Looking Ahead to 2024

Through our advocacy work, AMCTO has sought and secured changes to the way the PLE is developed. We look forward the transition to a single register of voters to Elections Ontario in 2024 and continuing to work with MPAC as they will maintain responsibility for school board support.

Edited to correct date

SHARE:



Comments

Blog post currently doesn't have any comments.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Renewal of Patio - Armor's Ale House
Meeting: Council - 10 Mar 2022
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council renew the attached agreement with Armor's Ale House.

Background:

The Patio at Armor's Ale House has been in place since 2016 and was renewed in 2019. The agreement expired in 2021 and is being presented to Council for an additional three (3) year renewal.

Comments:

The 2019-2021 agreement was forwarded to the Insurance providers for comment. Their comments have been incorporated into the agreement and forwarded to the applicant(s) for review.

The street sweepers contracted have swept the street in the past prior to installation. It was requested that the installation be delayed to mid April whereby frost is in most circumstances not an issue. The applicants were advised of this recommended adjustment.

Financial Considerations:

In accordance with the fees by-law, the annual fee is listed as \$125

ATTACHMENTS:

[By-law xx of 2022 - patio River Street](#)

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
BY-LAW NUMBER xx of 2022
A BY-LAW TO REGULATE OUTDOOR PATIOS

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

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

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

- 1. That the said Agreement attached as Schedule “A” to this By-law be hereby accepted.
- 2. That the Mayor and Clerk Administrator are hereby authorized to execute this Municipal Agreement
- 3. That this by-law shall take effect on the passing thereof.

Read a first, second and third time and finally passed this 10th day of March 2022

Mayor

Clerk Administrator

**AGREEMENT FOR A SIDEWALK LEASE AGREEMENT
3225 / 3227 River Street**

This agreement made this _____ day of _____, 2022

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

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

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

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

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

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

NOW THEREFORE the parties agree as follows:

1. The leased area shall be used on a seasonal basis during the period commencing April 1st to October 31st, inclusive.
2. The term of this agreement shall be:

April 15, 2022-October 31, 2022
April 15, 2023-October 31, 2023
April 15, 2024-October 31, 2024
3. At all times when the patio is not in operation during the period November 1st to March 31st, inclusive, the sidewalk is required to be cleared so that snow removal operations are not impeded in any way.
4. The fullest possible free and clear pedestrian movement shall be provided.
5. No tables or chairs shall be placed in any manner that will interfere with access by wheelchairs.
6. The establishment shall not be conducted in a noisy manner such as to interfere with other businesses or obstruct pedestrians, and shall be subject to closure daily at 1 a.m.
7. The lessee shall abide by all provisions of the Smoke Free Ontario Act
8. Reflective markings shall be adhered to the outside of the patio walls for visibility
9. Where the proposed use of the leased sidewalk is for a licensed patio / café, the regulations prescribed by the Alcohol and Gaming Commission of Ontario shall be adhered to unless otherwise stipulated by Council. The revocation of any

sidewalk patio lease agreement shall be enforced after any breach of the liquor laws of Ontario.

10. All Risks Property Insurance

All risks (including sewer damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement;

Commercial General Liability Insurance

The Tenant shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- *A limit of liability of not less than \$ 2 million/occurrence with an aggregate of not less than \$ 2 Million*
- *Add the Municipality as an additional insured with respect to the operations of the Named Insured*
- *The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured*
- *Non-owned automobile coverage with a limit not less than \$2 Million and shall include contractual non-owned coverage (SEF 96)*
- *Products and completed operations coverage*
- *Broad Form Property Damage*
- *Contractual Liability*
- *Hostile fire*
- *The policy shall provide 30 days prior notice of cancellation*

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

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

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

14. In the event of a default by the Lessee or its assigns in the provision or maintenance of any of the matters and things required to be done by the Lessee pursuant to this Agreement, the municipality may, at the expense of the Lessee, send a notice in writing to the Lessee which notice shall specify the default and the requirements to rectify such default. If the Lessee has not completed the rectification of any such default or has failed to take, in the opinion of the Corporation, sufficient action to do so within twenty-one (21) days of receiving such notice, then the Municipality may, at the expense of the Lessee, enter upon the lands and do all such matters and things as are in default. Any cost incurred by the Municipality shall be paid by the Lessee to the Municipality within thirty (30) days of the mailing of an invoice by the Municipality addressed to the then current owner of the Lessee lands as shown in the last revised assessment roll of the Municipality. In default of payment, such an amount referred to in this clause may be recovered by the Corporation in a like manner as taxes charge to the Owner's Lands pursuant to the provision of Section 427 of the Municipal Act, RSO, 2001 as amended.

15. The lessee agrees to pay \$125 yearly for the term of this lease agreement.

16. The lessee shall have the option to extend the term of this agreement for a period of three years upon delivery of written notice to the Municipality not later than the 30th day prior to the expiry of this agreement provided that the Municipality has not served notice on the lessee that the land will be required for municipal purposes. The terms and conditions of this agreement shall continue to apply during the extension.
17. Tables, chairs and decorative accessories on patios that are used for the active selling of food or drink shall be placed a minimum distance of one meter from the curb line and ten centimeters from abutting properties.
18. The use of rain screens/curtains shall be in accordance with the following conditions:
- a) the material shall be clear plastic or mesh screening only; no rigid materials shall be permitted;
 - b) rain screens/curtains shall only be permitted during rainy periods;
 - c) the period of operation shall be April 1 to October 31 of each year;
 - d) umbrellas are excluded from this provision,
19. The lessee agrees not to encumber the sidewalk surrounding the leased area in any way and specifically not to permit the placement of "sandwich board" signs, planters or extraneous advertising objects on the sidewalk or to allow bicycles to be affixed to or leaned against the sidewalk patio fence.
20. The planting of annuals, vines and container growth is encouraged and shall be removed at the end of the approved seasonal use period.
21. The lessee agrees to maintain the patio in the manner of the approved plan attached hereto. The lessee agrees to maintain the patio fence, especially the top rail, as well as the top surface of the curb along the widened sidewalk around the patio so as to provide greater visibility.
22. No patio operator shall fail to maintain the sidewalk leased as a patio and it shall be an offence to fail to clean the sidewalk required for the patio.
22. No person shall deviate from the approved plans for the patio attached as Schedule A to By-law 15 of 2016.
23. This Agreement shall ensure to the benefit of and be binding upon the parties herein and their respective heirs, executors, successors, administrators and assigns except where specifically excluded and all covenants and agreements herein contained, assumed by or imposed upon the Lessee are deemed to be covenants which run with and bind the Lessee's lands.

<hr/>	<hr/>
Signature of Lessee	Signature of Lessee
<hr/>	<hr/>
Date	Date
<hr/>	<hr/>
Signature of Mayor	Signature of Clerk
<hr/>	<hr/>
Date	Date



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Gravel Tender Results - 2022
Meeting: Council - 10 Mar 2022
Department: Public Works
Staff Contact: Randy Hills, Public Works Manager

Recommendation:

That the lowest tender(s) received for the Granular M from Regier Trucking for the price of \$21.20 / tonne be accepted; and that the lowest tender for the Domolite from McKenzie & Henderson for the price of \$31.02 / tonne be accepted.

Background:

Tenders were requested for the following:

- i) Supply and haul and spreading with hopper type equipment of approximately 4,500 tonnes of Dolomite Limestone and
- ii) Supply , haul and spreading with hopper type equipment of approximately 13,000 tonnes of granular M with minimum 70% crushed

Tenders were sent to nine (9) businesses.

Comments:

Tender Results (including tax) were:

	<u>Granular M</u>	<u>Domolite (price/tonne)</u>
Bill Blane Trucking:	\$21.37	no bid
Carters Trucking	no bid	no bid
Jennison Construction Ltd	no bid	no bid
Johnson Brothers	no bid	\$31.47
Lavis	no bid	no bid
McCann RediMix	no bid	no bid
McKenzie & Henderson	\$24.52	<u>\$31.02</u>
Regier Trucking	<u>\$21.20</u>	no bid

Chittick**no bid****no bid****Financial Considerations:**

The 2022 Budget allocated \$400,000. The tendered amount is within the budgeted amount



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Accounts Payable Listing - February 2022
Meeting: Council - 10 Mar 2022
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council receive and file the Accounts Payable Listing for February 2022.

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 - February 2022](#)

2021.11.18 8.0 9759

MUNICIPALITY OF BROOKE-ALVINST

03-03-22

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Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
ASSETS & LIABILITIES					
01-0000-0498	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	100231-0222 GROUP HEALTH PLAN	02-01-22	02-01-22	3.82
01-0000-2291	002708 RECEIVER GENERAL-DEDUCTIONS	JAN2022 DEDUCTIONS	02-01-22	02-01-22	20,110.42
01-0000-2292	000090 WORKERS SAFETY & INSURANCE BOARD	JAN2022 WSIB PREMIUM	02-01-22	02-01-22	3,068.27
01-0000-2292	000370 MINISTER OF FINANCE -EHT	JAN2022 EMPLOYER HEALTH TAX	02-01-22	02-01-22	1,362.04
Account Total					4,430.31
01-0000-2293	000087 BMO NESBITT BURNS	JAN2022 EMPLOYEE RSP	02-01-22	02-01-22	1,610.78
01-0000-2426	002996 NANCY FAFLAK	FEB2022 FOOD BANK PURCHASES	02-03-22	02-03-22	113.32
01-0000-2426	000185 DON MCGUGAN	JAN2022 FOOD BANK PURCHASES	02-02-22	02-02-22	470.71
Account Total					584.03
Department Total					26,739.36
LICENCES, PERMITS, RENTS					
01-0050-1435	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	-425.00
Department Total					-425.00
GOVERNANCE					
01-0240-7303	002598 DAVID FERGUSON	FEB2022 PHONE	02-01-22	02-01-22	30.00
Department Total					30.00
COUNCIL SUPPORT					
01-0241-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	100231-0222 GROUP HEALTH PLAN	02-01-22	02-01-22	1,093.27
01-0241-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	72.52
01-0241-7320	000279 BMO BANK OF MONTREAL	0502677-2202 AMCTO DUES	02-09-22	02-09-22	457.65
Department Total					1,623.44
CORPORATE MANAGEMENT					
01-0250-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANAD	100231-0222 GROUP HEALTH PLAN	02-01-22	02-01-22	1,490.30

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MUNICIPALITY OF BROOKE-ALVINST

03-03-22

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Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0250-7301	000279 BMO BANK OF MONTREAL	0502677-2202 OFFICE SUPPLIES	02-09-22	02-09-22	7.99
01-0250-7301	000165 MANLEY'S BASICS	1116400 OFFICE SUPPLIES	02-01-22	02-01-22	41.99
Account Total					49.98
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	58.49
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	247.89
Account Total					306.38
01-0250-7304	002187 INTEGRATED DIGITAL SOLUTIONS	AR316472 COPIER MAINTENANCE	02-03-22	02-03-22	74.65
01-0250-7305	003217 MUN OF BROOKE-ALVINSTON - EFT	TR252109 OFFICE POSTAGE	02-04-22	02-04-22	1,669.01
01-0250-7320	000279 BMO BANK OF MONTREAL	0502677-2202 MFOA DUES	02-09-22	02-09-22	282.50
01-0250-7320	000279 BMO BANK OF MONTREAL	0502677-2202 YEARLY FEE	02-09-22	02-09-22	25.00
Account Total					307.50
01-0250-7340	000112 NUTECH PEST SERVICES	10488 PEST CONTROL	02-08-22	02-08-22	47.46
01-0250-7340	000036 VIVIAN UNIFORM RENTAL LTD.	95914 MATS	02-09-22	02-09-22	38.98
Account Total					86.44
01-0250-7405	003353 BETTY MCKELLAR	JAN2022 OFFICE CLEANING	02-09-22	02-09-22	312.50
01-0250-7510	000279 BMO BANK OF MONTREAL	0502677-2202 BMO M/C	02-09-22	02-09-22	13.85
Department Total					4,310.61
<u>FIRE STATION - ALVINSTON</u>					
01-0411-7117	002070 CANADIAN VOLUNTEER FIRE SERVICES	2022 MEMBERSHIPS ANNUAL	02-03-22	02-03-22	696.88
01-0411-7120	000375 FISHER'S REGALIA	49466 UNIFORMS	02-01-22	02-01-22	302.50
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	57.47

2021.11.18 8.0 9759

MUNICIPALITY OF BROOKE-ALVINST

03-03-22

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Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	60.66
Account Total					118.13
01-0411-7330	000100 MCNAUGHTON HOME HARDWARE CENTRE	347239 SMOKE ALARM PROGRAM	02-08-22	02-08-22	13.54
01-0411-7340	003364 R & C CLEANING	JAN-2022 FIREHALL CLEANING	02-08-22	02-08-22	120.00
01-0411-7360	003232 CANADIAN IPG CORPORATION	CORUN-00485543 RESPONSE SCENE SUPPLIES	02-01-22	02-01-22	340.92
01-0411-7373	003082 SENTRY FIRE PROTECTION SERVICES	146032 ANNUAL INSPECTIONS	02-08-22	02-08-22	159.90
Department Total					1,751.87
<u>POLICE</u>					
01-0420-7460	000055 LAMBTON GROUP POLICE SERVICES BOARD	2251 MONTHLY POLICING	02-01-22	02-01-22	31,838.00
Department Total					31,838.00
<u>CONSERVATION AUTHORITY</u>					
01-0430-7620	000106 ST. CLAIR REGION CONSERVATION AUTH.	IN0017676 2022 LEVY	02-03-22	02-03-22	24,223.00
Department Total					24,223.00
<u>PROTECTIVE INSPECTION & CONTROL</u>					
01-0440-5507	000267 TOWNSHIP OF WARWICK	FEB2022 SHARE OF NFP APPEAL AWARD	02-03-22	02-03-22	333.33
01-0440-5507	002185 TOWNSHIP OF DAWN EUPHEMIA	FEB2022 SHARE OF NFP APPEAL AWARD	02-03-22	02-03-22	333.33
Account Total					666.66
01-0440-7472	000175 VICKI KYLE	FEB2022 ANIMAL CONTROL SERVICES	02-03-22	02-03-22	885.72
Department Total					1,552.38
<u>RT&M - LITTER/GARBAGE PICKUP</u>					
01-0549-7401	000066 WASTE MANAGEMENT OF CANADA CORP.	0407630-0676-0 DUMPSTER	02-01-22	02-01-22	140.04
Department Total					140.04
<u>RT&M - SIGNS</u>					
01-0550-7301	002022 E.S. HUBBELL HIGHWAY AND DRAINAGE	739914 POSTS, CAPS	02-08-22	02-08-22	1,389.50

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Department Total					1,389.50
OVERHEAD					
01-0560-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA,	100231-0222 GROUP HEALTH PLAN	02-01-22	02-01-22	1,695.07
01-0560-7125	000209 SCOTT LEITCH	JAN2022 MEDICAL	02-01-22	02-01-22	200.00
01-0560-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	125.83
01-0560-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	120.27
Account Total					246.10
01-0560-7304	003136 NAPA GLENCOE	130-494808 CONDITIONER	02-08-22	02-08-22	84.49
01-0560-7304	000265 KROWN RUST CONTROL SARNIA	180-71353 SOAP, PENETRATE	02-08-22	02-08-22	267.13
01-0560-7304	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT56510 CHAINSAW PARTS, BOLT	02-08-22	02-08-22	22.11
Account Total					373.73
01-0560-7310	003183 PUROLATOR INC.	449644843 SHIPPING-GPS COMPUTER	02-01-22	02-01-22	88.26
01-0560-7310	000131 BEARCOM CANADA CORP	5325110 GPS	02-08-22	02-08-22	274.59
Account Total					362.85
01-0560-7320	000279 BMO BANK OF MONTREAL	0502677-2202 YEARLY FEE	02-09-22	02-09-22	25.00
01-0560-7340	000279 BMO BANK OF MONTREAL	0502677-2202 HWIN FEES	02-09-22	02-09-22	50.00
01-0560-7340	000112 NUTECH PEST SERVICES	10487 PEST CONTROL	02-01-22	02-01-22	47.46
Account Total					97.46
01-0560-7405	003353 BETTY MCKELLAR	JAN2022 OFFICE CLEANING	02-09-22	02-09-22	312.50
Department Total					3,312.71
11 INTERNATIONAL					
01-0603-7372	003136 NAPA GLENCOE	130-495133 HEAD LAMPS	02-08-22	02-08-22	621.50
01-0603-7372	000068 KAL TIRE	873112495 TIRE	02-08-22	02-08-22	627.76

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MUNICIPALITY OF BROOKE-ALVINST

03-03-22

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Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Account Total					1,249.26
Department Total					1,249.26
17 FORD 4X4 Diesel					
01-0620-7372	000068 KAL TIRE	873112398 TIRE	02-08-22	02-08-22	271.20
01-0620-7372	000192 GROGAN FORD LINCOLN	WW29678 REPLACE SENSOR	02-08-22	02-08-22	1,364.93
Account Total					1,636.13
Department Total					1,636.13
KUBOTA TRACTOR					
01-0633-7372	003210 SOUTHPOINT EQUIPMENT/CL BENNINGER EC IR16469	OIL FILTERS, FUEL	02-08-22	02-08-22	341.32
Department Total					341.32
SMALL ENGINE EQUIPMENT					
01-0634-7372	003425 TADGELLS	48274 CHAINSAWS, CHAPS	02-01-22	02-01-22	3,077.16
01-0634-7372	000062 KUCERA UTILITY & FARM SUPPLY LTD.	CT56510 CHAINSAW PARTS, BOLT	02-08-22	02-08-22	23.18
Account Total					3,100.34
Department Total					3,100.34
SANITARY SEWER SYSTEM					
01-0810-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	149.28
01-0810-7432	000034 CENTRAL SANITATION / 2696235 ONTARIO LIM	0000229994 SLUDGE REMOVAL	02-08-22	02-08-22	437.31
Department Total					586.59
INWOOD SEWER SYSTEM					
01-0811-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	49.76
Department Total					49.76
WATERWORKS SYSTEM					
01-0830-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	49.76
Department Total					49.76
WASTE COLLECTION					
01-0840-7480	000026 BLUEWATER RECYCLING ASSOC.	26132 FEB WASTE COLLECTION	02-04-22	02-04-22	6,603.68

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MUNICIPALITY OF BROOKE-ALVINST

03-03-22

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Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Department Total					6,603.68
ALVINSTON COMMUNITY CENTRE					
01-1635-7117	002302 SUN LIFE ASSURANCE COMPANY OF CANADA	100231-0222 GROUP HEALTH PLAN	02-01-22	02-01-22	1,288.07
01-1635-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	77.49
01-1635-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0222 PHONE & INTERNET SERVICE	02-01-22	02-01-22	131.48
Account Total					208.97
01-1635-7320	000279 BMO BANK OF MONTREAL	0502677-2202 ORFA FEES	02-09-22	02-09-22	954.85
01-1635-7340	000279 BMO BANK OF MONTREAL	0502677-2202 STORAGE BOX	02-09-22	02-09-22	50.84
01-1635-7340	000112 NUTECH PEST SERVICES	10486 PEST CONTROL	02-01-22	02-01-22	47.46
01-1635-7340	003029 MEGA-LAB	163466 SHOWER PAINT	02-01-22	02-01-22	430.53
Account Total					528.83
01-1635-7372	000177 NELLA CUTLERY	IN2417371 SHARPENING	02-01-22	02-01-22	67.80
Department Total					3,048.52
TILE DRAINAGE					
01-1850-7210	000279 BMO BANK OF MONTREAL	0502677-2202 TILE LOAN 2015-02	02-09-22	02-09-22	406.77
01-1850-7710	000279 BMO BANK OF MONTREAL	0502677-2202 TILE LOAN 2015-02	02-09-22	02-09-22	1,549.73
Department Total					1,956.50
SHILOH LINE RECONSTRUCTION					
20-0512-7301	003071 COPE CONSTRUCTION AND CONTRACTING II SHILOH #7 SHILOH FINAL		02-01-22	02-01-22	462,677.14
Department Total					462,677.14
COMMUNITY CENTRE					
20-1635-8015	002312 JIM MIHALIK FLOORING & INSTALLATION	JAN2022 OFFICE FLOOR	02-01-22	02-01-22	2,237.40
Department Total					2,237.40
MUNICIPAL DRAINS - MAINTENANCE					

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	696 MCNALLY DRAIN	02-03-22	02-03-22	3,250.95
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	698 MCINTYRE/WEED DRAIN	02-03-22	02-03-22	581.12
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	699 14TH CONCESSION DRAIN	02-04-22	02-04-22	22,468.26
20-2900-7401	002823 KT EXCAVATING	INV-0215 GRAY DRAIN	02-03-22	02-03-22	1,519.85
Account Total					27,820.18
Department Total					27,820.18
Total Paid Invoices					607,842.49
Total Unpaid Invoices					0.00
Total Invoices					607,842.49

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 02-01-22 to 02-28-22 Paid Invoices Cheque Date 02-01-22 to 02-28-22

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

01-0000	ASSETS & LIABILITIES	26,739.36
01-0050	LICENCES, PERMITS, RENTS	-425.00
01-0240	GOVERNANCE	30.00
01-0241	COUNCIL SUPPORT	1,623.44
01-0250	CORPORATE MANAGEMENT	4,310.61
01-0411	FIRE STATION - ALVINSTON	1,751.87
01-0420	POLICE	31,838.00
01-0430	CONSERVATION AUTHORITY	24,223.00
01-0440	PROTECTIVE INSPECTION & CONTROL	1,552.38
01-0549	RT&M - LITTER/GARBAGE PICKUP	140.04
01-0550	RT&M - SIGNS	1,389.50
01-0560	OVERHEAD	3,312.71
01-0603	11 INTERNATIONAL	1,249.26
01-0620	17 FORD 4X4 Diesel	1,636.13
01-0633	KUBOTA TRACTOR	341.32
01-0634	SMALL ENGINE EQUIPMENT	3,100.34
01-0810	SANITARY SEWER SYSTEM	586.59
01-0811	INWOOD SEWER SYSTEM	49.76
01-0830	WATERWORKS SYSTEM	49.76
01-0840	WASTE COLLECTION	6,603.68
01-1635	ALVINSTON COMMUNITY CENTRE	3,048.52
01-1850	TILE DRAINAGE	1,956.50
20-0512	SHILOH LINE RECONSTRUCTION	462,677.14
20-1635	COMMUNITY CENTRE	2,237.40
20-2900	MUNICIPAL DRAINS - MAINTENANCE	27,820.18
Report Total		607,842.49



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Council Remuneration - 2021
Meeting: Council - 10 Mar 2022
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council receive and file the Statement of Council Remuneration and Expenses attached, provided as required by the Municipal Act.

Background:

Section 284 of the Municipal Act requires that the treasurer, each year, on or before March 31, to provide the council with an itemized statement of remuneration and expenses paid in the previous year to each member in respect of his or her services as a member of council.

Comments:

The statement is a public record.

ATTACHMENTS:

[Council Remuneration 2021 Report](#)

MUNICIPALITY OF BROOKE-ALVINSTON

Statement of Council Remuneration - 2021
as per Council Remuneration By-law 5 of 2011

	Regular Council	Special Council	Committees	Seminars & Conferences	Expenses	Total
Mayor David Ferguson	\$5,786.00	\$433.00	\$475.00	\$526.00	\$731.24	\$7,951.24
Councillor James Armstrong	\$4,200.00	\$150.00	\$125.00	\$0.00	\$203.52	\$4,678.52
Councillor Wayne Deans	\$4,400.00	\$150.00	\$600.00	\$0.00	\$0.00	\$5,150.00
Councillor Jeannette Douglas	\$4,400.00	\$150.00	\$200.00	\$0.00	\$0.00	\$4,750.00
Councillor Frank Nemcek	\$4,400.00	\$150.00	\$725.00	\$0.00	\$732.14	\$6,007.14
 TOTAL	 \$23,186.00	 \$1,033.00	 \$2,125.00	 \$526.00	 \$1,666.90	 \$28,536.90

Stephen Ikert

Stephen Ikert
Treasurer
March 4, 2022

per section 284, Municipal Act S.O. 2001, C. 25



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Optimist Building Committee Presentation Comments
Meeting: Council - 10 Mar 2022
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That a Special meeting of Council and the Alvinston Optimist Building Committee be held on March 17, 2022 at 4 p.m.. at the Arena to give the Building Committee an opportunity to show to Council their proposed plans.

Background:

Optimist Building Committee members Andy Triest and Hannah Symington were present at the February 24, 2022 Council meeting to discuss their proposed phase 2 progress and drawings for the proposed Community Centre project. The ask from the delegation was for the Municipality to contribute 50% of the cost to update the drawings for Phase 2 (Optimist contribution max was \$15,000).

Because the municipal budget has been set with no monies allocated to this project, direction was given to staff to comment on the request at the next session of Council.

Comments:

The request to prepare drawings from the Building Committee is a logical first step in moving a project to fruition and drawings are mandatory for any grant applications to be considered, especially those in the \$300,000 - \$500,00 range. Prior to Council consideration to adjust funds in the already approved 2022 budget, the following due diligence should be done as a Council.

1) An in person and on site meeting with the Optimist Building Committee and members of Council and staff to obtain a full visual and explanation of the proposed project. Due to COVID restrictions, this type of "in person" meeting would have been impossible to hold outside of an electronic format. Provincial regulations are opening whereby Council and the Building Committee could meet in person to view the project proposal with the Building Committee.

Should March Break be an issue for the Building Committee, staff and Council to attend, an alternate date could be set.

Financial Considerations:

None associated with this report



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Shared costs of firehall renovation
Meeting: Council - 10 Mar 2022
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council maintain the apportionment of capital costs as presented for the firehall renovations as approved in the 2021 and 2022 budgets.

Background:

The Municipality of Brooke-Alvinston, the Township of Dawn-Euphemia, and the Municipality of Southwest Middlesex have a Fire Services Agreement whereby Brooke-Alvinston provides fire coverage to a portion of the Township of Dawn-Euphemia and a portion of the Municipality of Southwest Middlesex. Each municipality is responsible for their share of the Fire Department's Operating and Capital Expenditures based on the Weighted Current Value Assessments of the properties in the respective fire protection areas. Based on these values, Brooke-Alvinston, Dawn-Euphemia, and Southwest Middlesex are responsible for approximately 83%, 11.5%, and 5.5% of the expenditures, respectively. These shares can change from year to year based on changes in the Property Assessment Values in the fire service area(s).

In late 2020, the government announced it would accept applications under their Covid Resiliency Stream for eligible projects for up to \$100,000 in funding for most municipalities. The funding was basically guaranteed to all municipalities. All you had to do was apply. We applied for and were approved for funding for renovations to our firehall and washrooms at the Inwood ball park.

In 2021, we therefore budgeted to complete renovations to the Firehall which included the incorporation of a separate access shower and the modification of the existing fire utility structure including concrete floor, upgrade of electrical, heating and insulation. The proposed renovations and 2021 budget were presented to and approved by the Fire Committee.

Due to planning delays, the project was postponed until 2022. Now, the Township of Dawn-Euphemia, and the Municipality of Southwest Middlesex have requested that Council reconsider the cost allocation of the firehall renovations. It is worth noting that any costs allocated in 2021 to the participating municipalities would be adjusted.

In the 2021 and 2022 budgets, Brooke-Alvinston apportioned each municipality their share of the cost of the project as per our joint Fire Services Agreement. In 2022, Dawn-Euphemia and Southwest Middlesex became aware that we had been approved for grant funding for the project. They now feel they should be able to share in the grant funding (that is have their proportionate share of the project costs reduced by the grant).

A letter received from the Township of Dawn-Euphemia and Southwest Middlesex was acknowledged and staff requested Council to consider tabling the matter while advice of the municipal auditor was obtained. The attached letter was forwarded to the Municipalities.

Comments:

The Fire Services Agreement which Brooke-Alvinston, Dawn-Euphemia, and Southwest Middlesex are party to clearly states that each party is responsible for their share of the operating and capital costs. It makes no mention of sharing grants, or other revenues.

The municipal auditor has reviewed the current fire agreement and supports how the Municipality of Brooke-Alvinston apportioned costs. The firms letter with reasons is attached.

Financial Considerations:

Dawn-Euphemia and Southwest Middlesex are looking for a reduction in their share of the budgeted renovation costs of approximately \$9,775 and \$4,250, respectively. If this reduction is granted then we may need to reopen our approved budget and increase our tax rates or make some other change(s) to balance the 2022 budget.

ATTACHMENTS:

[Letter to DE & SWM](#)

[Letter to the Council of Brooke-Alvinston](#)



March 1, 2022

Sent via email

Township of Dawn-Euphemia
4591 Lambton Line
Dresden, ON N0P 1M0
Attention: Donna Clermont

Municipality of Southwest Middlesex
153 McKellar Street
Glencoe, ON N0L 1M0
Attention: Jill Bellchamber-Glazier

Dear Donna & Jill:

The Council of the Municipality of Brooke-Alvinston met in regular session on February 24th, 2022. The letter dated February 15, 2022 from the Mayor of Dawn-Euphemia and email dated February 24, 2022 from Southwest Middlesex were discussed in the open session.

The Clerk-Administrator reported at the meeting that the Current Fire Services Agreement (particularly point #9) and cost analysis presented to Council and the Fire Committee has been sent to the Municipal Auditor for comment. Unfortunately, a response was not received in time for the meeting and the request from both Municipalities was tabled. It is anticipated a response will be received for the next regular Council Meeting.

With reference to the letter from Dawn-Euphemia, the following comment was clarified:

- 1) The project title as outlined in the letter from Dawn-Euphemia notes the project as a "bathroom renovation"; the project was approved as "Upgrades to the Municipal Fire Station and Washroom" which includes the incorporation of a separate access shower and the modification of the existing fire utility structure including concrete floor, upgrade of electrical and heating, insulation and door openers (*Fire Committee members of all member municipalities toured project components in August 2021*)

As noted, comments from the Auditor are expected to be added to the March 10, 2022 Council agenda for further discussion by the Brooke-Alvinston Council.

Kind Regards,


Janet Denkers
Clerk-Administrator





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March 4, 2022

To the Council of the Municipality of Brooke – Alvinston:

We have been asked to comment on the 'Fire Services Agreement' arrangement with Dawn-Euphemia and Southwest Middlesex, and a dispute that has been brought up related to grant funding the Municipality of Brooke-Alvinston received impacting the annual assessment. To be clear we are in not providing a legal opinion.

From the wording in the agreement, each Municipality must contribute their share of the operating and capital costs. This would suggest that the annual expenditures for operating and capital costs are to be shared, not the source of the funding used to pay for the expenditures.

The nature of the grant under the ICIP Covid Resilience program was not intended to be solely for the use of funding Fire related expenditures, but rather agreed on by the Council of the Municipality to use the funds the way that they did. All Municipalities that received this funding had to nominate a project(s) that met the criteria, but it was not a joint application for funding directly for the Fire Hall renovations between all three municipalities. Any other funding source could have been decided to be used to cover the Fire Services related expenditures, ie. loan, reserves, user fees, taxes etc.

The agreement also states that for the allocation of assets, each party is entitled to 100% of their share of the department assets on dissolution. It would be difficult to try to track and remember which assets received grant funding or not. The source of the funding used by the Municipalities for the expenditures should not impact how the resulting assets are or will be valued.

AUDIT – TAX – ADVISORY

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THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
BY-LAW NUMBER 16 of 2022

A By-law to adopt a new Municipal Policy entitled “Designation of Municipally Significant Events Policy

WHEREAS subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by By-law;

AND WHEREAS O. Reg. 389/91 under the Liquor License Act R.S.O. 1990, c.L. 19 governs the issuance of Special Occasion Permits;

AND WHEREAS subsection 3.3.iii of O.Reg. 389/91 provides that a Special Occasion may be a public event designated by municipal council as an event of municipal significance;

AND WHEREAS the Municipal Council wishes to enact a new Council Policy to delegate its authority to designate events of municipal significance to the Municipal Clerk and to set guidelines for approval of such events;

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

- 1. That the said Policy attached as Schedule “A” to this By-law be hereby accepted.
- 2. That the Mayor and Clerk Administrator are hereby authorized to execute this Municipal Agreement
- 3. That this by-law shall take effect on the passing thereof.

Read a first, second and third time and finally passed this 10th day of March 2022

Mayor

Clerk Administrator

Designation of Municipally Significant Events Policy

PURPOSE

The purpose of this policy is intended to clarify and streamline the process for organizers of public events who wish to have the Municipality of Brooke-Alvinston designate their event as a “Municipally Significant Event” so that they may apply for a Special Occasion Permit under the Liquor License Act, R.S. 1990. C.L. 19, as amended, for the sale and service of alcohol at their public event.

SCOPE

This policy shall apply to public events organizers seeking designation of a public event as a “municipally significant event” for the purpose of applying to acquire a Special Occasion Permit under the Liquor License Act, R.S.O. 1990, c.L.19, as amended.

DEFINITIONS

For the purpose of this policy, the following definitions will apply:

Business Day – shall mean any Monday, Tuesday, Wednesday, Thursday or Friday excluding any of those days that fall on a statutory holiday

Municipally Significant Event – an exhibition, event or function open to the general public that is being held within the Municipality that is defined as:

- a) Has local, regional, national or international historical or cultural significance
- b) Builds awareness of diverse cultures; or
- c) Benefits the community at large

Public Event – shall mean an event that is open to the general public

Special Occasion Permit – are permits issued under the Alcohol and Gaming Commission of Ontario (AGCO) for the sale and/or service of beverage alcohol at special occasion / events. An SOP is required anytime alcohol is offered for sale or served anywhere other than in a licensed establishment or a private residence

PROCEDURE

Public Events must meet the following criteria to be considered by the Municipality of Brooke-Alvinston for designation as a municipally significant event:

- a) Falls within the definition of municipally significant event as defined in this policy
- b) Serve the public interest by upholding the by-laws and policies of the Municipality and any other applicable legislation
- c) Will host no less than 100 members of the general public

Each request will be brought forward for Council’s consideration and approval by resolution

Upon approval, the Clerk will issue a letter to the requester with a copy of the resolution. It is the requester’s responsibility to forward any necessary documentation to the AGCO

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
BY-LAW NUMBER xx OF 2022

Bing a By-law to adopt the Use of Corporate Resources for Election Purposes Policy

WHEREAS Sub-section 88.18 of the Municipal Elections Act, 1996, as amended, (the Act) states that, before May 1 in the year of a regular election, municipalities and local boards shall establish rules and procedures with respect to the use of municipal or board resources, as the case may be, during the election campaign period;

AND WHEREAS, Sub Section 88.15(1) of the Act states that money, goods and services given to and accepted by a person for his or her election campaign, or given to and accepted by another person who is acting under the person’s direction, are contributions;;

AND WHEREAS, Section 88.8(4) 5 of the Act states that a municipality or local board shall not make a contribution to the election campaign of a candidate;

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

- 1. That the attached policy in respect to Use of Corporate Resources for Election Purposes be adopted
- 2. That attachment 1 forms part of this By-law
- 3. This By-law shall come into force and take effect on the day of final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS xx DAY OF MARCH, 2022.

David Ferguson, Mayor

Janet Denkers, Clerk Administrator

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON
BY-LAW NUMBER xx of 2022

A BY-LAW TO REGULATE OUTDOOR PATIOS

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

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

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

- 1. That the said Agreement attached as Schedule “A” to this By-law be hereby accepted.
- 2. That the Mayor and Clerk Administrator are hereby authorized to execute this Municipal Agreement
- 3. That this by-law shall take effect on the passing thereof.

Read a first, second and third time and finally passed this 10th day of March 2022

Mayor

Clerk Administrator

**AGREEMENT FOR A SIDEWALK LEASE AGREEMENT
3225 / 3227 River Street**

This agreement made this _____ day of _____, 2022

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

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

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

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

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

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

NOW THEREFORE the parties agree as follows:

1. The leased area shall be used on a seasonal basis during the period commencing April 1st to October 31st, inclusive.
2. The term of this agreement shall be:

April 15, 2022-October 31, 2022
April 15, 2023-October 31, 2023
April 15, 2024-October 31, 2024
3. At all times when the patio is not in operation during the period November 1st to March 31st, inclusive, the sidewalk is required to be cleared so that snow removal operations are not impeded in any way.
4. The fullest possible free and clear pedestrian movement shall be provided.
5. No tables or chairs shall be placed in any manner that will interfere with access by wheelchairs.
6. The establishment shall not be conducted in a noisy manner such as to interfere with other businesses or obstruct pedestrians, and shall be subject to closure daily at 1 a.m.
7. The lessee shall abide by all provisions of the Smoke Free Ontario Act
8. Reflective markings shall be adhered to the outside of the patio walls for visibility
9. Where the proposed use of the leased sidewalk is for a licensed patio / café, the regulations prescribed by the Alcohol and Gaming Commission of Ontario shall be adhered to unless otherwise stipulated by Council. The revocation of any

sidewalk patio lease agreement shall be enforced after any breach of the liquor laws of Ontario.

10. All Risks Property Insurance

All risks (including sewer damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the Tenant or for which the Tenant is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement;

Commercial General Liability Insurance

The Tenant shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- *A limit of liability of not less than \$ 2 million/occurrence with an aggregate of not less than \$ 2 Million*
- *Add the Municipality as an additional insured with respect to the operations of the Named Insured*
- *The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured*
- *Non-owned automobile coverage with a limit not less than \$2 Million and shall include contractual non-owned coverage (SEF 96)*
- *Products and completed operations coverage*
- *Broad Form Property Damage*
- *Contractual Liability*
- *Hostile fire*
- *The policy shall provide 30 days prior notice of cancellation*

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

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

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

14. In the event of a default by the Lessee or its assigns in the provision or maintenance of any of the matters and things required to be done by the Lessee pursuant to this Agreement, the municipality may, at the expense of the Lessee, send a notice in writing to the Lessee which notice shall specify the default and the requirements to rectify such default. If the Lessee has not completed the rectification of any such default or has failed to take, in the opinion of the Corporation, sufficient action to do so within twenty-one (21) days of receiving such notice, then the Municipality may, at the expense of the Lessee, enter upon the lands and do all such matters and things as are in default. Any cost incurred by the Municipality shall be paid by the Lessee to the Municipality within thirty (30) days of the mailing of an invoice by the Municipality addressed to the then current owner of the Lessee lands as shown in the last revised assessment roll of the Municipality. In default of payment, such an amount referred to in this clause may be recovered by the Corporation in a like manner as taxes charge to the Owner's Lands pursuant to the provision of Section 427 of the Municipal Act, RSO, 2001 as amended.

15. The lessee agrees to pay \$125 yearly for the term of this lease agreement.

16. The lessee shall have the option to extend the term of this agreement for a period of three years upon delivery of written notice to the Municipality not later than the 30th day prior to the expiry of this agreement provided that the Municipality has not served notice on the lessee that the land will be required for municipal purposes. The terms and conditions of this agreement shall continue to apply during the extension.
17. Tables, chairs and decorative accessories on patios that are used for the active selling of food or drink shall be placed a minimum distance of one meter from the curb line and ten centimeters from abutting properties.
18. The use of rain screens/curtains shall be in accordance with the following conditions:
- a) the material shall be clear plastic or mesh screening only; no rigid materials shall be permitted;
 - b) rain screens/curtains shall only be permitted during rainy periods;
 - c) the period of operation shall be April 1 to October 31 of each year;
 - d) umbrellas are excluded from this provision,
19. The lessee agrees not to encumber the sidewalk surrounding the leased area in any way and specifically not to permit the placement of "sandwich board" signs, planters or extraneous advertising objects on the sidewalk or to allow bicycles to be affixed to or leaned against the sidewalk patio fence.
20. The planting of annuals, vines and container growth is encouraged and shall be removed at the end of the approved seasonal use period.
21. The lessee agrees to maintain the patio in the manner of the approved plan attached hereto. The lessee agrees to maintain the patio fence, especially the top rail, as well as the top surface of the curb along the widened sidewalk around the patio so as to provide greater visibility.
22. No patio operator shall fail to maintain the sidewalk leased as a patio and it shall be an offence to fail to clean the sidewalk required for the patio.
22. No person shall deviate from the approved plans for the patio attached as Schedule A to By-law 15 of 2016.
23. This Agreement shall ensure to the benefit of and be binding upon the parties herein and their respective heirs, executors, successors, administrators and assigns except where specifically excluded and all covenants and agreements herein contained, assumed by or imposed upon the Lessee are deemed to be covenants which run with and bind the Lessee's lands.

_____ Signature of Lessee	_____ Signature of Lessee
_____ Date	_____ Date
_____ Signature of Mayor	_____ Signature of Clerk
_____ Date	_____ Date