



AGENDA

Council Meeting

4:30 PM - Thursday, February 23, 2023
Municipal Office

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[Purchasing additional SCBA cylinders out of budget - Pdf](#)

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8. BY-LAWS

9. NEW BUSINESS

- 9.1. Status of Fees By-law review - verbal update

10. CLOSED SESSION

- 10.1. Personal matters about an identifiable individual including employees

11. RISE AND REPORT

12. BY-LAW CONFIRMING PROCEEDINGS

13. ADJOURNMENT



MINUTES

Council Meeting

4:30 PM - Thursday, February 9, 2023
Municipal Office

The Council of the Municipality of Brooke-Alvinston was called to order on Thursday, February 9, 2023, at 4:30 PM, in the Municipal Office, with the following members present:

Council Present: Mayor David Ferguson, Deputy Mayor Frank Nemcek, Councillor Jenny Redick, Councillor Don McCabe, and Councillor Craig Sanders

Staff Present: Clerk Administrator Janet Denkers, Treasurer Stephen Ikert, Fire Chief Steve Knight, Public Works Superintendent Jamie Butler, and Parks and Recreation Manager Kevin Miller

Regrets:

1 CALL TO ORDER

The Mayor called the meeting to order at 4:30 p.m.. Councillor Don McCabe and Treasurer Stephen Ikert participated virtually.

2 DISCLOSURE OF PECUNIARY INTEREST

The Mayor requested that any pecuniary interests be declared at the appropriate time.

3 MINUTES

a) Regular Council Meeting Minutes of January 26, 2023

RESOLUTION-2023-041

Deputy Mayor Frank Nemcek made a motion that the January 26, 2023 regular Council meeting minutes be approved as amended. Councillor Craig Sanders seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes.

5 DELEGATIONS & TIMED EVENTS

a) St. Clair Region Conservation Authority

Ken Phillips of the SCRCA was present to provide to Council information on the Authority, including the lands and its' use, departments, activities and new changes proposed in 2023 and changes with Bill 23.

b) Baker Tilly Sarnia

The municipally appointed Auditor provided a brief education session to Council on the Audit engagement and governance. He discussed Public Sector Accounting (PSAB) and reporting frameworks. He further discussed governance as the combination of processes and structures implemented by Council.

6 CORRESPONDENCE

a) Municipal information

The Mayor noted that two residents, Bob Walsh and Mary Tizzard will be receiving volunteer awards through the SCRCA.

RESOLUTION-2023-042

Councillor Jenny Redick made a motion that the circulated correspondence be received and filed. Councillor Craig Sanders seconded the motion.

Carried

b) Lambton Group Police Service Board - Request for Support

RESOLUTION-2023-043

Deputy Mayor Frank Nemcek made a motion WHEREAS changes to our judicial system implemented through recommendation of the Ministry of the Attorney General to clear court dockets, free up crown attorney case load and court time while promoting lessening incarceration sentences and granting lenient bail for most offenders have created a paradigm shift that appears to result in the criminal being favoured while not considering the safety of the public. We recognize and value the of innocent until proven guilty, but we are seeing an increasing number of instances where dangerous offenders continue to offend while at large on bail and receiving consideration on the offences when they have their day in court;

AND WHEREAS this practice is resulting in direct ineffectiveness of the court and fostering an attitude of indifference, as offenders of all nature of crimes, including violent offenders are not repenting from their mistakes, rather these offenders are re-offending. Often they are re-offending through a higher crime knowing that the consequences will not be severe or in relation to the punishment of the crime committed. Offenders have an awareness that if they are apprehended and release on bail, they are free to offend much more, knowing plea bargains will be struck for a conviction on a minimal number of offences, while the overwhelming bulk of charges are dismissed;

ANDWHEREAS the actions of the Ministry of the Attorney General has created frustration among law enforcement who's profession is to protect the public and keep communities safe resulting in morale implications to police forces across the province, including the Lambton OPP;

AND WHEREAS as recent devastating events across the province have begun to demonstrate a breakdown in the Criminal Justice System, with violent, repeat offenders being granted release, on conditions that are not respected or adhered to, with no penalty for those actions. There needs to be more consideration to the dangers of releasing offenders into the community while awaiting court and greater resolve to protect public safety by more stringent release conditions when bail is granted. We are aware of the decision of R. vs. Jordan and the need to expedite trials through the court system so justice is served in a fair and timely manner. We are supporters and advocates of justice and safety for all.

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Brooke-Alvinston call upon the Hon. Doug Downey, Attorney General of Ontario to:

1. Revisit policies and procedures that permit offenders to plea bargain numerous offences to a minimal number of offences, thereby reducing their sentencing. There must be consequences for actions of violent, repeat offenders; and
2. Revisit the bail release system, so those who are violent or repeat offenders remain incarcerated while awaiting bail to preserve and protect public safety.

AND THAT this resolution of council be forwarded to Attorney General of Ontario Hon. Doug Downey, Solicitor General Hon. Michael Kerzner, MPP Bob Bailey, MPP Monte McNaughton and County of Lambton Warden Kevin Marriott.

Councillor Craig Sanders seconded the motion.

Carried

- c) Village of Point Edward - Request for Support

RESOLUTION-2023-044

Deputy Mayor Frank Nemcek made a motion that the Council of the Municipality of Brooke-Alvinston support the resolution from the Village of Point Edward to call on the federal government to support our Premiers' call to make changes to prevent accused persons who are out on bail from committing further criminal acts and to commit to a thorough review of the bail system in Canada. Councillor Jenny Redick seconded the motion.

Carried

- d) Town of Petrolia - Request for support of Resolution

RESOLUTION-2023-045

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston support the Town of Petrolia's request that school boards become responsible for conducting their own trustee elections or at minimum municipalities be compensated by the school boards for overseeing such trustee elections. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- e) City of Thunder Bay - Request for support of Resolution

RESOLUTION-2023-046

Councillor Jenny Redick made a motion that the Council of the Municipality of Brooke-Alvinston receive and file the request from the City of Thunder Bay. Deputy Mayor Frank Nemcek seconded the motion.

Carried

7 STAFF REPORTS

- a) Treasurer's Report: 2023 Draft Budget Presentation

The Treasurer presented the DRAFT 2023 budget to Council for comment (and direction on additions or deletions) on the department proposals. The following department(s) were discussed:

PARKS & RECREATION - Council members commented on particulars in the budget including the proposed lawnmower, improvements to the referee room, doors and bleachers for Inwood

RESOLUTION-2023-047

Councillor Don McCabe made a motion that \$55,000 be placed in the 2023 budget for playground resurfacing in Inwood. seconded the motion.

DEFEATED. 1-3 (opposed: Deputy Mayor Frank Nemcek, Councillor Jenny Redick, and Councillor Craig Sanders).

The Mayor noted that with supply delays, Council would be asked to consider approval of the proposed lawn mower and bleachers for timely arrival (and in time for Inwood's 150th) later in the meeting.

There were no additions or deletions by Council made to the Parks & Recreation draft budget.

RESOLUTION-2023-048

Deputy Mayor Frank Nemcek made a motion that Council approve the purchase of the lawn mower (\$21,350) and bleachers (\$11,500) prior to the budget adoption. Councillor Don McCabe seconded the motion.

Carried

BROOKE FIRE RESCUE- comments surfaced on the noted drainage work and explanation on the equipment needed.

There were no additions or deletions made by Council to the Fire Budget.

ROADS DEPARTMENT - Councillor Sanders inquired if staff could talk to Adelaide Metcalfe about proposed work done on the hill on the east end of LaSalle & Sexton for potential cost savings.

Staff advised the gravel tender has been sent out with results being presented at the next regular meeting for Council approval.

There were no additions or deletions made by Council to the Roads draft budget.

OTHER BUDGET ITEMS

i) Hospital Donation

It was noted that there was a notice of motion made in a previous meeting that a donation be made to both Petrolia and Four Counties Hospital; staff noted that \$5,300 was placed in the budget and Council could keep that amount or raise it and direct staff where to issue it to (both or separate)

ii) Proposed Fencing (\$16,100)

RESOLUTION-2023-049

Councillor Don McCabe made a motion that the item of fencing listed in the Parks & Recreation budget (\$16,100) be deferred seconded the motion.

DEFEATED. 1-3 (opposed: Deputy Mayor Frank Nemcek, Councillor Jenny Redick, and Councillor Craig Sanders).

b) **Clerk Administrator's Report:** 2023 Rabies Clinic**RESOLUTION-2023-050**

Deputy Mayor Frank Nemcek made a motion that Brooke-Alvinston host a Rabies Clinic in the pavilion at the BAICCC on April 15, 2023 pending veterinarian availability. Councillor Jenny Redick seconded the motion.

Carried

ii) Community Improvement Program

The Clerk Administrator requested Council to consider adding monies to the Community Improvement Program

RESOLUTION-2023-051

Councillor Craig Sanders made a motion that Council add \$5000 to the budget for the Community Improvement Plan Councillor Jenny Redick seconded the motion.

Carriedc) **Clerk Administrator's Report:** Notice of Public Meeting**RESOLUTION-2023-052**

Councillor Craig Sanders made a motion that the attached notice (Durham subdivision) be received and filed. Councillor Jenny Redick seconded the motion.

Carried

d) Clerk Administrator's Report: Pavilion Bar Agreement with the Optimist Club

Councillor Nemcek declared a conflict of interest as he is an Optimist Member and the item dealt with money between the Municipality and the Optimist Club. He did not participate in the discussion.

RESOLUTION-2023-053

Councillor Craig Sanders made a motion that the attached agreement be reviewed by Council and that staff forward to the Optimist Club a letter recommending an adjustment in the annual fee due to increased electricity costs. Councillor Don McCabe seconded the motion.

Carried

e) Clerk Administrator's Report: Inwood 150th Anniversary Celebration

RESOLUTION-2023-054

Deputy Mayor Frank Nemcek made a motion that the Council of the Municipality of Brooke-Alvinston support the planning and celebration of the Inwood 150th anniversary committee and agrees to waive the rental fee for the grounds, ballpark and pavilion for the June 24-25, 2023 weekend. Councillor Jenny Redick seconded the motion.

Carried

8 BY-LAWS

- a) By-law 8 of 2023 - Borrowing By-law
(Verbal update will be provided prior to passing- repeal By-law 4 of 2023)**

RESOLUTION-2023-055

Deputy Mayor Frank Nemcek made a motion that By-law 8 of 2023 be read a first, second and third time and finally passed this 9th day of February 2023. Councillor Don McCabe seconded the motion.

Carried

- b) By-law 9 of 2023 - Rating By-law**

RESOLUTION-2023-056

Councillor Craig Sanders made a motion that By-law 9 of 2023 be read a first, second and third time and finally passed this 9th day of February 2023. Councillor Jenny Redick seconded the motion.

Carried

- c) By-law 10 of 2023 - Appointment of an Integrity Commissioner**

RESOLUTION-2023-057

Deputy Mayor Frank Nemcek made a motion that By-law 10 of 2023 be read a first, second and third time and finally passed this 9th day of February 2023. Councillor Craig Sanders seconded the motion.

Carried

9 NEW BUSINESS

- a) Optimist Phase 1 & 2/3 Proposal: Review of Plans meeting date(s)**

The Clerk Administrator advised that the Phase 2/3 drawings were received and according to the January 26, 2023 resolution she would forward to the Optimist Building Committee Chair (Jamie Armstrong). A meeting date was requested for the Optimist Building Committee and Council to review. The date selected was March 23, 2023 at 4:30 p.m..

b) Suggestions for 2023 Senior of the Year

The Clerk Administrator requested Council members to think about potential Senior of the Year nominees.

c) Ag Society - installation of waterline, internet and electrical

The Clerk Administrator advised that the AG Society provided notification of their intent to proceed with the project. Staff will connect the Ag Society with contacts with Bluewater Power if requested. Staff will also draft an agreement up for the project regarding maintenance and other particulars of the proposal

d) NPG Survey - the Clerk Administrator circulated copies of the NPG Survey; the report will be released publically at a later time.

e) Agriculture Hall of Fame - the Mayor noted that Carolynne Griffith had been nominated to the Agricultural Hall of Fame recently

10 CLOSED SESSION

11 RISE AND REPORT

12 BY-LAW CONFIRMING PROCEEDINGS

a) By-law 11 of 2023 - Confirming By-law

RESOLUTION-2023-058

Councillor Jenny Redick made a motion that By-law 11 of 2023 be read a first, second and third time and finally passed this 9th day of February 2023. Councillor Craig Sanders seconded the motion.

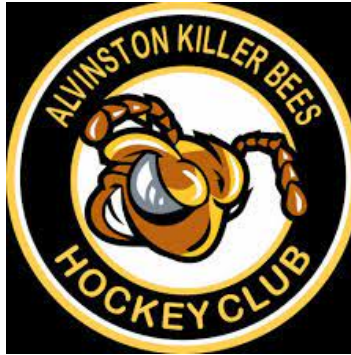
Carried

13 ADJOURNMENT

Councillor Nemcek made a motion to adjourn the meeting at 6:50 p.m..

Clerk-Administrator

Mayor



February 15, 2022

Mayor Dave Ferguson & Councilors:

Let us start by saying a sincere thank you to all of you and the arena staff for being a big part of our success for the last two years. It has been a lot of work, but we feel we have added something great to our community and we are starting to have some success.

However, along with our success has come with some criticism, but we are addressing issues as soon as they occur. The most common complaint from the spectators is not being able to hear the announcements and music while the games are being played.

We have worked with Amanda Lampman, and are very grateful for her donation in the amount of \$10,000.00 on behalf of Alvinston Killer Bees. The Alvinston Killer Bee Hockey Club is hoping for these funds to be put towards an improved arena sound system. \$10,000.00 is the estimated cost for the amplifier, speaker and necessary wiring to improve the sound to acceptable levels. This system will benefit all users, not just our club.

The Alvinston Killer Bees are really trying hard to raise the awareness of our town by donating over \$13,000.00 to various charities and from our on ice competitions this season alone (plus an average of \$596.00 in 50/50 take home each game). We also donate money for every paid entrant into our games to the local boys and girls minor hockey associations. We have made every game an 'event' involving various games, music bands, appreciation nights, charity nights, minor hockey nights, precision skating performances etc. etc.

Since the last Municipal budget, the Alvinston Killer Bee Board has raised substantial funds to ensure the continuous operation of the club. The overwhelming support has come due in part to a partnership with Brooke-Alvinston in obtaining additional advertising revenue for both the Municipality and the Killer Bees. Last season we added: (5) 'In ice logos', (16) wall signs and (14) board signs generating in excess of \$6000.00 for the Municipality- these funds were totally unexpected for the Killer Bees Board and the Municipality.

For the 2023-24 season we have new commitments for sponsorship/ advertising and we anticipate requiring 1 additional and 3 increased size 'in ice logos', up to 12 new wall signs (4 requested already) and 6 new board ads (3 requested already). Plus we potentially have one new sponsor willing to cover ½ of the cost for advertising on the glass on the west end of the arena (as long as its approved). This ad will also prevent spectators from standing in the narrow walkway delaying any visitor team emergency and set up and tear down during the games. We do anticipate well over \$8,000.00 in additional revenue each and every year for the Municipality for the foreseeable future.

When you add up the \$10,000.00 donation, \$6,000.00 in advertising revenue from the 2022-23 season, plus this coming seasons goal of \$8,000.00 (plus) in advertising revenue that totals, \$24,000.00 for the Municipality.

As well the Killer Bees bought 54 commercial grade, high quality bar stools bought in the fall of 2022- which are being used all season long by spectators at most events. We are asking if the Municipal council would consider owning these assets in the amount of \$6750.00 (incl. tax). The Killer Bees Hockey club would cover any repair/ replacement cost for the life of the stools. All that we ask is that we have access to the stools for our home games.

Again we are not asking for funds to come out of tax payers pockets, or for funds to come from projected budgets, as you can see the Alvinston Killer Bees Hockey Club has generated a rather large sum of money on top of the ice and hall rentals for this great community. Our hope is that the Municipality will consider purchasing the sound system and stools, which would benefit all users.

Yours Truly,

Dax Cumming

Vice President,
Alvinston Killer Bees Hockey Club



P.O. Box 242
 Alvinston, Ontario N0N 1A0
info@alvinstonfair.com

February 17, 2023

To: Janet Denkers,

As per the Brooke-Alvinston Agricultural Society meetings on January 24th & February 14th:

Fence Project @ 3310 Walnut St: As per the agenda item at the Brooke-Alvinston Agricultural Society meeting on January 24th; presented by Jamie Armstrong: It was motioned by Dan Cumming, seconded by Jim Mihalik to approach the Municipality and Optimist to express interest in an open discussion to potentially having a partnership with them regarding a fence.

To clarify, this fence project was not initiated by the Brooke-Alvinston Agricultural Society, however the BAAS is interested in contributing to the project.

As per the Alvinston Pro Rodeo meeting on February 15th:

Town entrances @ each end of Nauvoo: The Alvinston Pro Rodeo committee is requesting permission to put a banner on both ends of town (on Nauvoo,) "Home of the Alvinston Pro Rodeo" (similar to the Canada Day one.)

Thank you,

Marnie Cumming

Marnie Cumming, Secretary
 Brooke-Alvinston Agricultural Society
 Alvinston Pro Rodeo
 Email: info@alvinstonfair.com/info@alvinstonprorodeo.com
 © 519-318-7053

Lambton County Historical Society



February 17, 2023

Municipality of Brooke-Alvinston

RE: LCHS Membership dues request for 2023 and requests for meeting location.

We would like to thank you for providing us with a council member Don McCabe and two representatives: Ray and Marjorie Lloyd and Marjorie Cumming and Deb Narr.

Membership fee for 2023 for Brooke-Alvinston is a total of \$100.00.

- The amount charged is \$25.00 per representative, due April 1 2023.
- Late payment after June 1st is \$120.00.

Please forward payment to the treasurer:
 Carol Thompson
 513 First Avenue
 Petrolia, Ont. N0N 1R0

At this time we are also arranging and securing our meeting locations for the year.

This year we are requesting Brooke-Alvinston to host our last meeting of the year on October 26th, 2023.

- Our last meeting of the year is usually a catered sit down meal, with the members covering their own cost of the meal per plate.
- I will send a separate copy of the meeting request to Dan.
- Upon confirmation, I will finalize the meeting locations for 2023.

If you have any questions or concerns, please don't hesitate to contact me.

We would like to thank you once again for your continued support.
 Thanking you in advance, and have a great day!

Deb Narr
 Secretary for Lambton County Historical Society

Email address: narr8085@brktel.on.ca

Mailing address: LCHS C/O Deb Narr
 8085 Francis St. PO. Box 121,
 Alvinston, Ont. N0N 1A0
 Home Phone Number: 226-784-9846
 Cell Phone: 519-384-4125

February 17, 2023

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 2022 Summary Report for the Alvinston Distribution System for January 1st to December 31st, 2022. 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, 2023.

Attached is also a copy of the 2022 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
Maegan Garber, Safety, Process and Compliance Manager
Stephen Ikert, Brooke- Alvinston



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Annual Summary Report

Alvinston Water Distribution System

2022

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
<hr/>		
2	<p>Compliance with Regulations</p> <p>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</p>	1
<hr/>		
3	<p>Corrective Actions</p> <p>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.</p>	1
<hr/>		
4	<p>Flow Summary</p> <p>Schedule 22-2 (3)</p> <p>1. A summary of the quantities and flow rates of the water supplied during the period covered by the report</p> <p>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.</p>	1
<hr/>		
APPENDICES		
APPENDIX A	LAWSS flows for January 1, 2022 to December 31, 2022	
APPENDIX B	Distribution flows for January 1, 2022 to December 31, 2022	

SECTION 1: Overview

This report is a summary of water quality information for the Alvinston Water Distribution System and has been published in accordance with Schedule 22 of Ontario's Safe Drinking Water Act, Ontario Regulation 170/03 for the reporting period of January 1, 2022 to December 31, 2022. The Alvinston Water Distribution System is categorized as a Large Municipal Residential Drinking Water System.

The Alvinston Distribution System is 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 Ontario Drinking Water Quality Standards. However, some of the regulatory requirements were not met as identified below.

A Ministry of the Environment, Conservation and Parks (MECP) inspection was conducted on August 9, 2022 by Dwayne Reid covering the inspection period of July 15, 2021 to July 16, 2022.

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 report received an overall inspection rating of 90.62%.

The following regulatory requirement was not met in 2022:

All parts of the drinking water system were not disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit.

On June 21, 2022 a 1" service line was installed by live tapping a 10" watermain. According to the information provided, the service line was not flushed and no chlorine residual was taken before it was placed into service.

SECTION 3: Corrective Action

The Operating Authority revised their service tapping/repair/installation form to ensure flushing is conducted and an acceptable disinfectant residual is obtained. On October 13th, 2022, the Operating Authority conducted training with operations staff on the changes made to the Service Repair and Tapping form. A review was also conducted on the requirements of the 2020 Watermain Disinfection Procedure.

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 2022 was 79,010.4m³. This is a 1.8% decrease from total flows in 2021. Refer to Appendix A for a breakdown of flows.

The water supplied by LAWSS travels through the Alvinston Rechlorination Station. The station provides level control to the standpipe through a PRV and CAV before being directed to consumers. The flow is metered on the outlet of the station. The volume supplied from the Alvinston Rechlorination Station in 2022 was 68,634 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

	2021 Alvinston Walnut (m3)	2022 Alvinston Walnut (m3)	2021 Alvinston Walnut Avg Day Flow (m3/d)	2022 Alvinston Walnut Avg Day Flow (m3/d)	% difference 2022 to 2021	2021 Alvinston Walnut Max Day Flow (m3)	2022 Alvinston Walnut Max Day Flow (m3)
January	6087.1	5972.6	196.4	192.7	-1.9	390.4	217.0
February	5163.5	5579.2	184.4	199.3	8.1	248.4	229.0
March	5890.0	6099.5	190.0	196.8	3.6	296.6	243.0
April	8533.9	6196.0	284.5	206.5	-27.4	399.3	256.5
May	8416.7	7567.8	271.5	244.1	-10.1	375.9	316.0
June	7503.6	7004.1	250.1	233.5	-6.7	421.9	292.5
July	6746.3	7634.4	217.6	246.3	13.2	255.5	287.7
August	6940.8	7507.3	223.9	242.2	8.2	258.5	299.0
September	6737.0	6262.3	224.6	208.7	-7.0	316.0	299.0
October	6481.0	6223.7	209.1	200.8	-4.0	272.0	268.5
November	5955.3	6276.0	198.5	209.2	5.4	253.3	253.5
December	6027.0	6687.5	194.4	215.7	11.0	252.5	408.0
Total	80482.2	79010.4					
Avg	6706.9	6584.2	220.4	216.3	-1.9		
Max						421.9	408.0

APPENDIX B

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

	2021 Alvinston Rechlorination Station (m3)	2022 Alvinston Rechlorination Station (m3)	2021 Alvinston Rechlorination Station Avg Day Flow (m3/d)	2022 Alvinston Rechlorination Station Avg Day Flow (m3/d)	% difference 2022 to 2021	2021 Alvinston Rechlorination Station Max Day Flow (m3)	2022 Alvinston Rechlorination Station Max Day Flow (m3)
January	5625.0	5665.8	181.5	182.8	0.7	240.0	428.0
February	4642.0	5152.9	165.8	184.0	11.0	224.0	225.5
March	5469.0	4835.0	176.4	156.0	-11.6	371.0	237.0
April	5531.0	5181.2	184.4	172.7	-6.3	241.0	248.0
May	6990.3	6570.6	225.5	212.0	-6.0	329.0	377.5
June	6718.0	6065.0	223.9	202.2	-9.7	381.0	247.0
July	6245.5	6419.2	201.5	207.1	2.8	325.0	254.0
August	6481.1	6621.4	209.1	213.6	2.2	288.0	368.0
September	6087.0	5553.5	202.9	185.1	-8.8	306.5	311.0
October	6005.9	5543.9	193.7	178.8	-7.7	283.0	287.0
November	5614.8	5497.0	187.2	183.2	-2.1	275.0	233.0
December	5774.7	5528.6	186.3	178.3	-4.3	264.0	272.0
Total	71184.3	68634.0					
Avg	5932.0	5719.5	194.8	188.0	-3.5		
Max						381.0	428.0

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, 2022

<u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u>	<u>Complete for all other Categories</u>
<p>Does your Drinking Water System serve more than 10,000 people? Yes [] No [X]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p>The Municipality of Brooke-Alvinston Municipal Office 3236 River St. Alvinston, ON N0N 1A0</p> </div>	<p>Number of Designated Facilities served: <input type="text" value="n/a"/></p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to: <input type="text" value="n/a"/></p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>

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. From here, water continues through the Distribution System through the Alvinston Rechlorination Station located at 3188 Church St. The station provides level control to the standpipe through a PRV and CAV, and maintenance of secondary disinfection (as required). The secondary disinfection system at the pumping station consists of two chemical feed pumps (one duty and one standby), a chemical feed line upstream of the PRV and continuous feed chlorine analyzers upstream and downstream of the PRV. The distribution system also includes a 1,544 m³ standpipe equipped with a continuous online free chlorine analyze, 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
 Service line repairs and installation
 Clearwell bypassed and decommissioned
 UPS replacement

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	159	0-0	0-0	54	<10-1520

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	361	0.45-2.2	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

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 Results		MAC (µg/L)	Number of Exceedances
		Minimum	Maximum		
Distribution - Lead Results (µg/L)	0	n/a	n/a	n/a	n/a
Distribution - Alkalinity (mg/L)	4	77	81	n/a	n/a
Distribution - pH	4	8.14	8.68	n/a	n/a

**reduced lead sampling taken every three years*

Drinking Water Systems Regulation O. Reg. 170/03

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)	2022	22.8	ug/L	no
THMs (Note: show latest running annual average)	2022	49.5	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
n/a	n/a	n/a	n/a



Lambton Group Police Services Board

AGENDA

Wednesday, February 15, 2023

3:00 PM

at Lambton OPP Detachment Headquarters - 4224 Oil Heritage Rd, Petrolia, ON N0N 1R0

Page

1. CALL TO ORDER

Session #1/2023

- Session #1/2023
 - Doug Cook, Vice-Chair to call the meeting to order at 3:00 pm.
- Welcome special guest, Ron LeClair of SOLGEN.

2. ADOPTION OF AGENDA

•

It is recommended: THAT the agenda of Session 1/2023 dated February 16, 2023 be adopted as presented.

3. DECLARATION OF CONFLICT OF INTEREST

Members are advised to please declare any conflicts at this time, prior to the agenda item.

4. 2023 TERM ELECTION AND NEW MEMBER OATHS

5. MINUTES

-

Session #6/2022 - December 21, 2022

6. BUSINESS ARISING FROM THE MINUTES

7. DETACHMENT REPORT

Additional/statistical information available in OPP Monthly Report (forwarded electronically to municipal partners and posted to LGPSB website).

-

- Presented by S/Sgt.
 - November/December 2022

8. MEMBERS REPORT

-

- Mr. Greg Nemcek, Chair
- Mandi Pearson, Secretary
 - BDO Engagement Letter
 - Certificate of Insurance
 - Catch & Release update

9. CORRESPONDENCE

-

- January 12, 2023 Lambton OPP News Release
 - ALTERCATION AT ESTABLISHMENT RESULTS IN CHARGES

-

- Commissioner's Message to Disseminate to all OPP Members - Bail Reform

-

- OAPSB Spring Conference

-

- OAPSB Survey
 - completed and submitted

10. ACCOUNTS AND FINANCE

-

- Accounts

11. PUBLIC INPUT

12. OTHER BUSINESS

13. ADJOURNMENT

Under the *Police Services Act* R.S.O. 1990, CHAPTER P.15 Part III s. 27, representing the Municipalities of 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, and Township of Warwick



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

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

February 1, 2023

Municipality of Brooke-Alvinston
3236 River Street, Box 28
Alvinston, ON N0N 1A0

Attention: Janet Denkers, Clerk-Administrator

Dear Janet:

In follow-up to our email communication a few weeks ago regarding the Joint Library Facilities Review, we are writing today to confirm that a special meeting of Lambton County Council was held on January 18, 2023.

Anand Desai of Monteith Brown Planning Consultants provided a presentation to Council which can be viewed [here](https://lambton.civicweb.net/document/110699/) (https://lambton.civicweb.net/document/110699/) at around the 35:00 mark. Discussion by members of Council followed the presentation and the following motion was approved:

#3: Bradley/Dennis: That the recommendations in the report dated January 18, 2023 regarding Lambton County Library Joint Facilities Review be approved and amended to include "That the report be brought to all lower tier municipalities first for their review for a period of no less than 45 days," so that the motion now reads:

- a) *That Lambton County Library formally adopt a Library Classification System that aligns with the ARUPLO (Administrators of Rural and Urban Public Libraries of Ontario) Guidelines, consisting of four types of libraries: Urban, Large, Medium and Small.*
- b) *That Lambton County Council direct staff to draft a Facility Standards Policy that defines minimum standards for design, amenities and upkeep of buildings occupied by Lambton County library.*
- c) *That Lambton County Council, as Lambton's Public Library Board, adopt the Joint Library Facilities Review in principle, directing County staff to evaluate individual library sites against policy directives and enter into discussions with each lower-tier municipality / school board partner to define a path to achieving these directives.*
- d) *That the report be brought to the lower tier municipalities first for their review for a period of no less than 45 days.*

In response to motion #3d) noted above, we ask that you please share a copy of the Joint Library Facilities Review with your municipal council for its review and respond with any feedback by March 20, 2023. Both, the staff report to Council and the Joint Library Facilities Review can be accessed [here](https://lambton.civicweb.net/document/110699/) (https://lambton.civicweb.net/document/110699/).

Should municipal council require a delegation from the County of Lambton, please advise and arrangements can be made for staff attendance.

All feedback received by lower-tier municipalities will be shared in a staff report that will be presented to Lambton County Council for its consideration.

Thank you in advance for your time in sharing the Joint Library Facilities Review with your municipal council. We look forward to working with you to advance the priorities identified in this study and build upon the strength of our partnership in delivering valued library services to your residents.

Best regards,

A handwritten signature in black ink, appearing to read "Andrew Meyer", with a long horizontal flourish extending to the right.

Andrew Meyer
General Manager, Cultural Services Division

Dear Clerks,

Thames-Sydenham and Region Drinking Water Source Protection ("T-S Region") has asked Lambton County to nominate an individual or individuals to its Source Water Protection Committee ("SPC").

Lambton County's current municipal appointee's term will expire on June 1, 2023.

Under the Clean Water Act and O.Reg. 288/07, the T-S Region is required to maintain an SPC made up of 15 voting members. Five (5) of those members are reserved for municipal appointees nominated from the following areas: (1) Lambton County; (2) London-Middlesex; (3) Elgin, Essex and Chatham-Kent; (4) Oxford and (5) Perth, Stratford, St. Mary's and Huron.

Members of the SPC are generally responsible for reviewing and updating the T-S Region's source water protection plan and related policies. They meet approximately 2 - 4 times per year. The term of appointment is 4 years, which is renewable. Committee members are paid a stipend of \$150/meeting and eligible expenses. The T-S Region has provided us with a position description, which is attached for your information.

Lambton County Council have instructed staff to solicit nominees from your municipality for potential nomination by Lambton County Council to the T-S Region.

If your municipality wishes to nominate an individual, kindly do so by no later than March 24, 2023, by providing the name, address and contact number of your nominee (if any). We will collect all suggested nominations and bring them forward to Lambton County Council for its review and selection at its April 5, 2023, Council Meeting. If Lambton County chooses to nominate more than one (1) individual, the T-S Region's own striking committee will interview those individuals and select one.

Should you have any questions, please do not hesitate to contact Olivia Leger, Clerk and Solicitor at olivia.leger@county-lambton.on.ca or at 519-845-5402.

Olivia Leger
County Solicitor/Clerk
Legal Services & Clerks Department



February 2023

Committee Member – Job Description

A source protection committee (SPC) is envisioned in the Ontario *Clean Water Act, 2006* and has been created according to provincial regulation and facilitated by the local source protection authorities (SPAs) with input from stakeholder sectors. The committee is comprised of 15 members, plus the Chair appointed by the Ontario Minister of the Environment and Conservation and Parks. The committee is composed of 1/3 Municipal; 1/3 Economic Sectors (Industry, Agriculture, etc.) and 1/3 Other Sectors (e.g., Property Owners, Health, Environmental, etc.), as well as up to 2 seats for First Nations representatives as per Section 2 of *Ontario Regulation 288/07* (O.Reg 288/07).

Under the Clean Water Act the watersheds of the Upper Thames River, Lower Thames Valley and St. Clair Region Conservation Authorities have been joined together to form the Thames-Sydenham and Region Source Protection Region. Members of the Thames-Sydenham and Region Source Protection Committee must reside, own property or rent property, be employed in or operate a business in, or be employed by a municipality that is located within the watershed boundaries of the Thames-Sydenham and Region.

Job Purpose

The SP Committee is responsible for protecting sources of drinking water by monitoring the implementation of, and completing any amendments to the Assessment Reports and Source Protection Plan which is based on science and local cooperation.

Skills and Qualifications

- Demonstrated ability to understand source water protection science concepts and reports.
- Proven ability to act as a liaison to sector represented.
- Solid problem-solving, analytical, communication and organizational skills.
- Knowledge of watershed(s), local issues, etc.

Roles and Responsibilities

- Member will attend meetings of the SP Committee approximately 2 – 4 times per year.
- Member must have knowledge of sector interests and issues and be able to communicate these at the SP Committee table.
- Source Protection Plans are viewed as ‘living’ documents and are subject to review and updates. Under the provisions of the CWA, a review of the Source



Protection Plan may include: updates to technical work completed under the CWA; the removal of, or the addition of municipal drinking water systems; or revisions or additions to the source protection plan policies. Amendments to the Source Protection Plan may also be proposed by the Source Protection Authority. Annual reports, which report on the implementation progress of the Source Protection Plan, may provide the basis for these future amendments.

- Members are expected to participate in working groups and forums as well as be available to participate in meetings with their sector stakeholder groups as required.
- Member will act as liaison of their broad sector bringing forward representative issues from the sector to the SP Committee and assist in communicating the SP Committee work back to the broad sector. The Committee, with the assistance of the SP Authority, could create central communications to ensure common messaging is communicated to all sectors.
- Member is expected to make decisions at the SP Committee table.
- Members must work collaboratively with partners such as municipalities, First Nations, health units, agriculture, industry, community stakeholder groups, and Conservation Authorities to develop updated Assessment Reports and updated SP Plans as defined under the Act.

Term and Time Commitment

- Members are expected to make a commitment to attend meetings 2 to 4 times per year.
- Appointments will be for a 4-year term expiring in June, 2027.

Compensation

Based on a per diem (\$150 per meeting) and eligible expenses.

Application Deadline – April 14th, 2023

Send Applications to:

Julie Welker, SP Coordinator
 Thames-Sydenham and Region
 UTRCA
 1424 Clarke Road
 London, ON N5V 5B9
welkerj@thamesriver.on.ca



February 21, 2023

**Re: Enbridge Gas Inc.
Proposed Watford Pipeline Project
Township of Warwick and Municipality of Brooke-Alvinston
(Lambton County), Ontario
Notice of Project Change and Public Information Sessions**

177 Colonnade Road
Suite 101
Ottawa, Ontario
Canada
K2E 7J4
Telephone
613.745.2213
Fax
613.745.3491

To whom it may concern,

Enbridge Gas Inc. (Enbridge Gas) retained Dillon Consulting Limited (Dillon) to conduct an environmental study for the proposed Watford Pipeline Project located in the Township of Warwick and the Municipality of Brooke-Alvinston in Lambton County, Ontario.

The project will involve the construction of a new injection station and approximately 15 to 20 kilometres (km) of 4-inch or 6-inch steel pipeline. The proposed pipeline, along with other infrastructure, could enable Enbridge Gas to include more renewable natural gas into its system.

The study commenced in October 2022 and a Notice of Study Commencement was sent out during the week of November 21, 2022, inviting members of the general public, landowners, government agencies, current customers, Indigenous communities, and other interested parties to participate in the study. At that time, Enbridge Gas had identified a Preliminary Preferred Route and one Alternative Route (A), both of which would tie into the existing Enbridge Gas Watford Transmission Station on Nauvoo Road.

A Virtual Public Information Session was held for two weeks from Tuesday, December 6, 2022 to Monday, December 19, 2022 and an In-Person Public Information session was held on December 6, 2022 at the Watford Arena. Through the public information sessions, suggestions were made regarding a route option that had not previously been identified by Enbridge Gas. Following these suggestions, Enbridge Gas assessed the technical and economic feasibility of the suggested route

Dillon Consulting
Limited

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February 21, 2023

option and requested that Dillon assess this route (Alternative Route B) in the environmental study.

The routes under consideration are shown on the figure in the Notice of Project Change (attached) and described below.

- The Preliminary Preferred Route starts at the existing Enbridge Gas station in the Municipality of Brooke-Alvinston on Nauvoo Road just north of Brooke Line, and continues south along Nauvoo Road for 300 metres (m). It then turns west and runs along Brooke Line for 1.8 km, then turns north to run along Old Walnut Road, Lasalle Line, Old Walnut Line again, and at Churchill Line enters the Township of Warwick. It then proceeds north on Underpass Road – for a total length of 13.9 km. Here, the pipeline turns east to travel along Confederation Line for 2.5 km before turning north to enter the Customer Site in Watford, at 5768 Nauvoo Road, for approximately 1 km.
- Alternative Route A starts at the existing Enbridge Gas station in the Municipality of Brooke-Alvinston on Nauvoo Road and continues north along Nauvoo Road for 10.9 km (at Churchill Line it enters the Township of Warwick). It then turns east and runs along Bond Street in Watford and onto private property for 700 m, then turns north onto the Canadian National Railway right-of-way and private property for 1.3 km. It then enters the Customer Site at 5768 Nauvoo Road for approximately 1 km.
- Alternative Route B starts at the existing Enbridge Gas Brooke Valve Site at 3943 Hardy Creek Road in the Municipality of Brooke-Alvinston and continues north for 7.5 km. It then turns west along Churchill Line for 750 m, then turns north to run along Arkona Road for 2.7 km, and then turns west and runs along Confederation Line for 3.1 km. From there, it turns north and runs for approximately 1.1 km along private property and a private laneway to enter the Customer Site at 5768 Nauvoo Road.

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February 21, 2023

New natural gas connections will not be offered to properties along the proposed pipeline, mainly due to the intermittent nature of renewable natural gas production.

The study is being conducted in accordance with the Ontario Energy Board (OEB) **Environmental Guidelines for the Location, Construction, and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition** (2016). Once the study is complete, Enbridge Gas will apply to the OEB for approval to construct the project. If approved, construction may begin in spring 2024.

Stakeholder involvement will play a key role in the project. In order to undertake a successful consultation program, we have developed a mailing list of government agencies (federal, provincial, and municipal), Indigenous communities, and potential interest groups that may have an interest in the study. Enbridge Gas will also be hosting additional virtual and in-person public information sessions as part of the study. Details about these sessions are provided in the attached Notice of Project Change.

We are collecting information on socio-economic, natural environment, and archaeological or heritage resource features along the potential routes. Examples of data being collected include information on archaeological and heritage resources, community facilities and infrastructure, terrestrial and aquatic vegetation and wildlife, as well as water, sewage, industrial, and commercial utilities.

We are interested in hearing from you with any comments that you or your organization may have regarding this project. We are also requesting any information relating to natural and/or human environments along the potential routes that may fall within your mandate.

Please send this information to my attention at WatfordPipeline@dillon.ca by **Wednesday, April 5, 2023**. If you require any further information at this time, please do not hesitate to contact me.

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February 21, 2023

If there is a more appropriate contact at your organization who should receive this letter, please kindly forward the letter at your discretion and notify us, as we will update our stakeholder consultation list.

Sincerely,

DILLON CONSULTING LIMITED



Alissa Lee, MES, MLIS
Associate, Project Manager
Tel: 613-745-2213, ext. 3024

Attachment: Notice of Project Change and Public Information Sessions

Proposed Watford Pipeline Project

Notice of Project Change and Public Information Sessions

TOWNSHIP OF WARWICK AND MUNICIPALITY OF BROOKE-ALVINSTON (LAMBTON COUNTY), ONTARIO
ENBRIDGE GAS INC.

The Study

Enbridge Gas Inc. (Enbridge Gas) retained Dillon Consulting Limited to conduct an environmental study for the proposed Watford Pipeline Project located in the Township of Warwick and the Municipality of Brooke-Alvinston in Lambton County, Ontario.

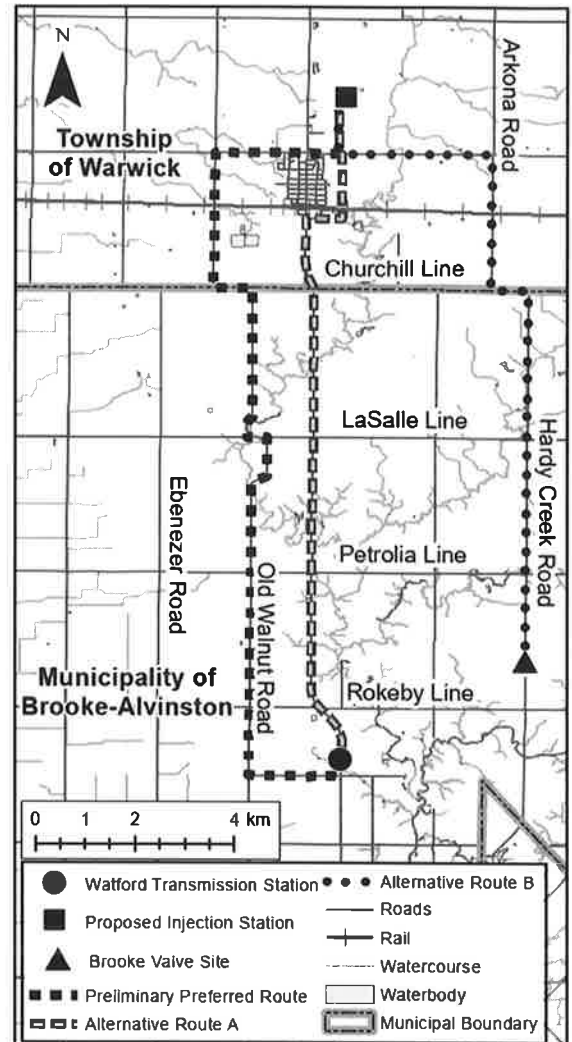
The project will involve the construction of a new injection station and approximately 15 to 20 kilometres of 4-inch or 6-inch steel pipeline. The proposed pipeline, along with other infrastructure, could enable Enbridge Gas to include more renewable natural gas into its system.

The study commenced in October 2022 and Enbridge Gas had identified a Preliminary Preferred Route and one Alternative Route (A) that would tie into the existing Enbridge Gas Watford Transmission Station on Nauvoo Road. Following the public information sessions held in early December 2022, a second Alternative Route (B) was identified, which would tie into the existing Enbridge Gas Brooke Valve Site on Hardy Creek Road (see map). **This notice is to provide an opportunity for consultation and engagement on Alternative Route B.**

Once the study is complete, Enbridge Gas will apply to the Ontario Energy Board (OEB) for approval to construct the project. If approved, construction could begin in spring 2024.

The Process

The study is being conducted in accordance with the OEB's Environmental Guidelines for the Location, Construction, and Operation of Hydrocarbon Pipelines and Facilities in Ontario. The study will review the need and justification for the project, describe the natural and socio-economic environment, evaluate the project from a social and environmental perspective, outline safety measures, and describe appropriate measures for impact mitigation and monitoring.



Invitation to the Community

Stakeholder and Indigenous consultation is a key component of this study. Members of the general public, landowners, government agencies, current customers, Indigenous communities, and other interested parties are invited to participate in the study. We are hosting a Virtual Public Information Session and an In-Person Public Information Session to provide you with an opportunity to review the project and provide input.

Virtual Public Information Session

Website: www.WatfordPipelineProject.ca

Active Dates: Monday, March 6 to
Sunday, March 19, 2023

In-Person Public Information Session

Location: Watford Arena, Upper Arena Hall
Address: 61 Centennial Avenue, Watford, ON
Date and Time: March 7, 2023, 5 pm to 8 pm

If you are interested in participating or would like to provide comments, please visit the Public Information Sessions (Virtual or In-Person) or contact one of the individuals listed here. The last day to submit comments for consideration in the environmental study is **Wednesday, April 5, 2023**. You can also visit the **Enbridge Gas Project Website** at www.enbridgegas.com/WatfordPipeline.

Project Contacts
Alissa Lee
Project Manager
Dillon Consulting Limited

Kelsey Mills
Advisor, Environment
Enbridge Gas Inc.

Project Email: WatfordPipeline@dillon.ca
Telephone: 416-229-4646, ext. 2048



OFFICE OF THE WARDEN

Corporation of the County of Huron
 1 Courthouse Square
 Goderich, Ontario N7A 1M2
 www.HuronCounty.ca
 Phone: 519.524.8394
 Toll Free: 1.888.524.8394



February 1, 2023

Sent via email.

Re: Call to Action: Review of the Cannabis Act

Please note that on February 1, 2023 Huron County Council passed the following motion:

Moved by: Councillor G. Finch and Seconded by: Councillor M. Anderson

THAT:

The Council of the County of Huron approve the report by CAO Meighan Wark dated February 1, 2023 titled Report to Council: Cannabis Act Information as presented;

AND FURTHER THAT:

The Council of the County of Huron advocate for improvements to the Cannabis Act and current legislative framework for cannabis in Canada by sending the report titled *Report for Council: Cannabis Act Information*, including the correspondence found in the appendices, to the Western Ontario Warden's Caucus (WOWC) for discussion and consideration;

AND FURTHER THAT:

The Council of the County of Huron approve forwarding Call to Action Letters to the following for support:

- Federation of Canadian Municipalities (FCM)
- All Municipalities in Ontario
- Ministry of Agriculture, Food and Rural Affairs (OMAFRA)
- Premier of Ontario
- Provincial Minister of the Environment, Conservation and Parks
- Provincial Minister of Agriculture
- Provincial Minister of Municipal Affairs and Housing
- Member of Parliament
- Federal Minister of Agriculture and Agri-Food
- Federal Minister of Health

CARRIED

The County of Huron calls for a review and amendments to the Cannabis Act and the current legislative framework for cannabis in Canada.

To be clear, the County of Huron is not against or opposed to cannabis and we appreciate the role that both the federal and provincial governments provide in assisting municipalities. However, when new legislation is implemented, it is often at the municipal level that the impacts of change can be observed, and notations can be made for areas of improvement. It is vital that municipal governments pay attention and provide information and recommendations to higher levels of government so that continual improvements can be made over time.

It is in this spirit that we provide the following recommendation:

As a municipal government for one of Canada's most agriculturally productive regions and a popular tourism destination, we have been in the position to observe the last several years of legal cannabis production under the Cannabis Act as managed by Health Canada.

Under the current legislative and regulatory framework, we have observed, and continue to observe, serious odour impacts on local communities and residents from cannabis production facilities; including concerns from local medical practitioners about these impacts. Most often, these odour impacts arise from properties used for 'The Production of Cannabis for Own Medical Purposes by a Designated Person'.

In our local municipal experience, these facilities are often established without complying with local municipal zoning and nuisance by-laws, often contain hundreds of cannabis plants for each of the four assigned individuals, and usually do not include adequate odour controls to manage impacts on surrounding homes, public facilities, and the community at large.

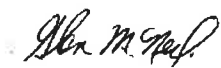
To help manage public impacts of cannabis production facilities, we request that all production facilities, including facilities used by a designated person to produce cannabis for an individual's medical purposes, to require confirmation from the local municipality that the facility/site selected complies with all local municipal by-laws and regulations prior to an application being approved by Health Canada. We also request that Health Canada implement a system of minimum setbacks between cannabis production facilities and sensitive odour receptors, including homes and public facilities.

As an agricultural community, we have had extensive experience with the Ontario Ministry of Agriculture, Food and Rural Affairs' Minimum Distance Separation (MDS) Formula, an approach which has been used to successfully manage land use conflicts resulting from odour between livestock facilities and sensitive receptors for almost 50 years. We believe a system based on MDS would be appropriate to manage the

impacts of Health Canada's approved cannabis facilities, including both licensed commercial producers and designated growers for individuals.

In conclusion, we strongly recommend further notice and enhanced consultation with municipal governments when drafting and implementing legislation and regulations related to cannabis production, as there is a direct impact on local municipal operations, local residents, and in some cases, serious issues of non-compliance with local municipal by-laws.

Sincerely,



Glen McNeil
Warden, Huron County
On behalf of Huron County Council



MUNICIPALITY OF BROOKE-ALVINSTON
DRAINAGE SUPERINTENDENT STAFF REPORT

To: Brooke-Alvinston Mayor, Clerk, and Council

From: David Moores, Drainage Superintendent
R. Dobbin Engineering Inc.

RE: Drainage Superintendent Report

Date: February 2023

For Council Approval:

1. 6-7 Concession Drain – Currently the Municipality has a request for maintenance to this drain. After inspection of the drain, it is determined that culverts have failed and require replacement. The current report does not contain specifications for culverts or maintenance clause to assess out the costs fairly.

Recommendation: Council to appoint R. Dobbin Engineering to prepare a new report under Section 78 of the Drainage Act;

2. 15-16 Sideroad Drain – After meeting with Bob MacLaughlin it has been determined that the outlet drop structure has failed and requires replacement. Currently, R. Dobbin is appointed to prepare a new assessment schedule under Section 76. In order to replace the outlet structure a new report under Section 78 is required.

Recommendation: Council to revise the appointment from Section 76 to Section 78 so that the gabion basket drop structure at the outlet can be replaced;

3. Carpenter Drain – Drainage request received from Paul Lassaline for a culvert replacement. The current report does not contain specifications for culverts or maintenance clause to assess out the costs fairly.

Recommendation: Council to appoint R. Dobbin Engineering to prepare a new report under Section 78 of the Drainage Act;

4. Stewart Drain – Drainage request received from Brian Podolinsky for maintenance (brushing and cleanout).

Recommendation: Council to accept the request and give the Drainage Superintendent the Powers to Act;

5. Van Damme Drain – Drainage request received from Frank and Jacob Minten for maintenance (inspect tile – repair or replace).

Recommendation: Council to accept the request and give the Drainage Superintendent the Powers to Act either under Section 74 or Section 78; and

6. McEachren Drain – Drainage request received from John McRae for maintenance (brushing and cleanout).

Recommendations: (1) Council to accept the request and give the Drainage Superintendent the Powers to Act. (2) Approve this work be added to the contract with Bruce Poland and Sons as they have already been awarded the job to replace culverts along the drain.

Drain Maintenance Update:

1. Courtright Drain –Currently, waiting for McNally Excavating to complete the project. If not completed by March 15th, then work will be moved to summer 2023;
2. Totten Drain – Levelling to be completed Spring 2023 by Bruce Poland and Sons;
3. McNeil Drain – Levelling to be completed Spring 2023 by Bruce Poland and Sons;
4. Hustler Drain – Brushing and bottom cleanout to be completed in the next couple of weeks, weather permitting;
5. Government Drain No.1 – Cleanout at the bottom end of the drain to be completed Winter 2023 by GM Construction; and
6. Bass Drain – Levelling to be completed Spring 2023 by Bruce Poland and Sons.

7. 15-16 Sideroad Drain / Lightfoot-Oke Drain / Wallis Drain – Tender closes March 2, 2023 with work to be completed by September 15, 2023. All approvals received.

Drain Report Update:

1. Hasting Drain
 - Section 78 Improvement – drain relocation and tile installation
 - Tender awarded to VanBree Drainage
 - Work to be completed 2023
2. Edgar Podolinsky Drain
 - Section 4 Report
 - Report in progress
3. Edgar Drain Branch
 - Section 78 Report – drain enclosure
 - Tender awarded to AG Hayter
 - Preconstruction Meeting held on February 10, 2023
 - Work currently in progress
4. McEachren Drain
 - Section 78 Report – culvert replacements
 - Council awarded project to Bruce Poland and Sons
 - Work to be completed Winter 2023
5. Thompson Drain North and South
 - Section 78 Report – brushing, cleanout, and new culvert installation
 - Council awarded the project to JLH Excavating
6. Benner Duffy Drain
 - Section 78 Report
 - Survey completed
 - Report in progress
7. 6-7 Sideroad Drain / Government No.1 Drain
 - Section 78 Report
 - Survey completed
 - Report in progress

8. Parker Lucas Drain & Acton Drain
 - Section 4 Petition from Shea Farms Limited
 - Solutions to be presented to the owner for approval
9. MacDougall Drain
 - Section 78 Report – culvert replacement
 - Council awarded the project to Bruce Poland and Sons
 - Work to be completed Winter 2023
10. Earl Morwood Petition
 - Section 4 Petition
 - Onsite Meeting held on October 5, 2022
 - Survey completed
 - Report in progress
11. 15-16 Sideroad Drain
 - Section 76 Report
 - Onsite Meeting held on November 30, 2022
 - Request from Bob McLaughlin to replace the outlet structure
 - Therefore, appointment to be modified to Section 78
12. Hay Drain
 - Section 78 Report
 - Onsite Meeting held on November 30, 2022
 - Survey completed
 - Waiting for drain to be video inspected before any analysis can be made
13. Cherry Creek Drain
 - Section 78 Report
 - Onsite Meeting held on November 29, 2022
 - Awaiting survey

For Council's Information:

Work on the following projects is completed:

1. **Cook Drain** – Brushing, bottom cleanout, and levelling completed by VanBree Drainage;
2. **Stewart Douglas Drain** – Brushing, bottom cleanout, levelling, and culvert work completed by VanBree Drainage;
3. **Kelly Drain** – Levelling completed by GM Construction;
4. **Johnson Drain** – Culvert replacement completed by Bruce Poland and Sons;
5. **Logan Drain and Ruth Drain** – Tile drain replacement completed by AG Hayter;
6. **Sandra Black Petition** – Petition cancelled. No longer required. Farmer installed a new tile properly to address the drainage issue.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Accounts Payable Listing - January 2023
Meeting: Council - 23 Feb 2023
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council receive and file the Accounts Payable Listing for January 2023.

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 - January 2023](#)

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 12-31-22 to 01-31-23 Paid Invoices Cheque Date 01-01-23 to 01-31-23

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
ASSETS & LIABILITIES					
01-0000-0498	002034 CAM-RON INSURANCE BROKERS	JAN2023 DUE FROM CEMETERY	01-19-23	01-19-23	1,603.80
01-0000-0629	003505 LINDA BREault	DEC2022 REFUND ON DAMAGE DEPOSIT	01-10-23	01-10-23	26.41
01-0000-2291	002708 RECEIVER GENERAL-DEDUCTIONS	DEC2022 DEDUCTIONS	12-31-22	12-31-22	31,022.73
01-0000-2292	000090 WORKERS SAFETY & INSURANCE BOARD	DEC2022 WSIB PREMIUM	12-31-22	12-31-22	1,181.75
01-0000-2292	000370 MINISTER OF FINANCE -EHT	DEC2022 EMPLOYER HEALTH TAX	12-31-22	12-31-22	2,004.12
		Account Total			3,185.87
01-0000-2293	000087 BMO NESBITT BURNS	DEC2022 EMPLOYEE RSP	12-31-22	12-31-22	2,952.28
01-0000-2426	000018 CLOVER MART	00018 FOOD BANK PURCHASES	01-19-23	01-19-23	92.82
01-0000-2426	000018 CLOVER MART	00017 FOOD BANK PURCHASES	01-05-23	01-05-23	182.04
01-0000-2426	003487 RICCO FOOD DISTRIBUTOR	00601331 FOOD BANK PURCHASES	01-05-23	01-05-23	241.80
		Account Total			516.66
		Department Total			39,307.75
LICENCES, PERMITS, RENTS					
01-0050-1435	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	-425.00
		Department Total			-425.00
GOVERNANCE					
01-0240-7303	002598 DAVID FERGUSON	01-03-2023 PHONE JAN-MAR 2023	01-05-23	01-05-23	90.00
01-0240-7306	003086 DON MCCABE	JAN2023 ROMA-MCCABE	01-30-23	01-30-23	270.33
01-0240-7399	002641 WATFORD OPTIMISTS	JAN2023 ROAD RACE SPONSORSHIP	01-18-23	01-18-23	150.00
		Department Total			510.33
COUNCIL SUPPORT					
01-0241-7117	003503 GREEN SHIELD CANADA	13675027 GROUP INSURANCE	01-05-23	01-05-23	910.96

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01-0241-7117	003500 RWAM INSURANCE ADMINISTRATORS INC	JAN2023 RWAM INSURANCE(EMPLOYEES)	01-05-23	01-05-23	388.00
		Account Total			1,298.96
01-0241-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	72.56
01-0241-7430	003277 DILIGENT CANADA INC.	INV375512 COUNCIL MEETING MANAGER	01-05-23	01-05-23	3,692.36
		Department Total			5,063.88
CORPORATE MANAGEMENT					
01-0250-7117	003503 GREEN SHIELD CANADA	13675027 GROUP INSURANCE	01-05-23	01-05-23	1,111.84
01-0250-7117	003500 RWAM INSURANCE ADMINISTRATORS INC	JAN2023 RWAM INSURANCE(EMPLOYEES)	01-05-23	01-05-23	634.12
		Account Total			1,745.96
01-0250-7301	000018 CLOVER MART	0015 SUPPLIES	12-31-22	12-31-22	2.99
01-0250-7301	000165 MANLEY'S BASICS	1132807 OFFICE SUPPLIES	01-18-23	01-18-23	150.78
01-0250-7301	003295 PBS BUSINESS SYSTEMS	20444 ENVELOPES	01-05-23	01-05-23	485.90
01-0250-7301	003295 PBS BUSINESS SYSTEMS	20450 TAX BILLS	01-05-23	01-05-23	307.36
01-0250-7301	003295 PBS BUSINESS SYSTEMS	20451 INVOICES	01-05-23	01-05-23	305.10
01-0250-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	393147 WATER	01-06-23	01-06-23	11.07
01-0250-7301	002889 STEPHEN IKERT	JAN2023 OFFICE SUPPLIES	01-19-23	01-19-23	11.87
		Account Total			1,275.07
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	59.48
01-0250-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	158.05
01-0250-7303	003464 FIBERNETICS CORPORATION	611574 PHONE SERVICE	01-05-23	01-05-23	62.15
		Account Total			279.68
01-0250-7305	003217 MUN OF BROOKE-ALVINSTON - EFT	284849-6 OFFICE POSTAGE	01-19-23	01-19-23	1,829.79
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	20418 IT LICENCING & SUPPORT	01-10-23	01-10-23	527.69

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01-0250-7310	003264 REDCHAIR	4143 WEBSITE HOSTING	12-31-22	12-31-22	169.50
		Account Total			697.19
01-0250-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 CORP MANAGEMENT	01-19-23	01-19-23	49,232.88
01-0250-7320	002972 MUNICIPAL EMPLOYER PENSION CENTRE ON	MC007922 MEPCO MEMBERSHIP	01-05-23	01-05-23	41.53
01-0250-7320	000146 ASSOCIATION OF MUNICIPALITIES OF ONTAR	MEM008792 2023 MEMBERSHIP	01-05-23	01-05-23	1,720.49
		Account Total			1,762.02
01-0250-7340	000036 VIVIAN UNIFORM RENTAL LTD.	103109 MATS	12-31-22	12-31-22	38.98
01-0250-7405	003353 BETTY MCKELLAR	DEC2022 OFFICE CLEANING	12-31-22	12-31-22	250.00
		Department Total			57,111.57
FIRE STATION - ALVINSTON					
01-0411-7116	000090 WORKERS SAFETY & INSURANCE BOARD	DEC2022 WSIB PREMIUM	12-31-22	12-31-22	-149.87
01-0411-7150	003245 BLUEWATER FIRST AID TRAINING CENTRE IN	012423-0916-E REGIST FOR INSTRUCTOR RECERT	01-26-23	01-26-23	152.55
01-0411-7150	000163 STEVE KNIGHT	JAN2023 FIRE EXPENSES	01-26-23	01-26-23	115.23
		Account Total			267.78
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	60.55
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	60.66
		Account Total			121.21
01-0411-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 FIRE-ALVINSTON	01-19-23	01-19-23	14,329.00
01-0411-7320	000203 ONTARIO ASSOCIATION OF FIRE CHIEFS	63386 MEMBERSHIP	01-05-23	01-05-23	305.10
01-0411-7340	002224 ALL SEASONS TROPHIES	59928 LOCKER TAGS	01-05-23	01-05-23	153.63
01-0411-7340	000163 STEVE KNIGHT	JAN2023 FIRE EXPENSES	01-26-23	01-26-23	31.90
		Account Total			185.53

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01-0411-7345	003232 CANADIAN IPG CORPORATION	00520640 SCBA FILL STATION	01-23-23	01-23-23	555.96
01-0411-7345	003217 MUN OF BROOKE-ALVINSTON - EFT	CY131901529US HST ON TAYLORS TINS	01-18-23	01-18-23	284.70
Account Total					840.66
01-0411-7360	003245 BLUEWATER FIRST AID TRAINING CENTRE IN	122922-1134-E SCBA FIT TESTING	01-26-23	01-26-23	1,130.00
01-0411-7360	000163 STEVE KNIGHT	JAN2023 FIRE EXPENSES	01-26-23	01-26-23	32.85
Account Total					1,162.85
01-0411-7372	003385 PREFERRED TOWING	154429 T2 TRANSMISSION REPAIR	01-26-23	01-26-23	881.40
01-0411-7372	000136 PODOLINSKY EQUIPMENT LTD	316938 HEADLIGHT REPAIR	01-12-23	01-12-23	45.18
Account Total					926.58
01-0411-7460	003016 FLUENT INFORMATION MANAGEMENT SYSTE	INV-7392 DISPATCH COSTS	01-05-23	01-05-23	1,356.00
Department Total					19,344.84
<u>FIRE DEPARTMENT - WATFORD</u>					
01-0413-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 FIRE-WATFORD	01-19-23	01-19-23	2,390.00
Department Total					2,390.00
<u>POLICE</u>					
01-0420-7460	000055 LAMBTON GROUP POLICE SERVICES BOARD	2350 MONTHLY POLICING	01-05-23	01-05-23	32,575.07
Department Total					32,575.07
<u>PROTECTIVE INSPECTION & CONTROL</u>					
01-0440-7470	002223 COUNTY OF LAMBTON	36931 BUILDING PERMITS	12-31-22	12-31-22	2,372.50
01-0440-7470	002223 COUNTY OF LAMBTON	36931 BUILDING PERMITS	12-31-22	12-31-22	328.80
Account Total					2,701.30
01-0440-7472	003467 J.S.G. ANIMAL REMOVAL	23037 ANIMAL CONTROL	01-05-23	01-05-23	452.00
01-0440-7476	002223 COUNTY OF LAMBTON	36933 PROPERTY STANDARDS	12-31-22	12-31-22	227.50
Department Total					3,380.80

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RB/C - BRIDGES R & M					
01-0532-7401	000101 B.M. ROSS AND ASSOCIATES LIMITED	23778 BRIDGE REPORT-CULVERT #60	12-31-22	12-31-22	2,548.22
01-0532-7401	000101 B.M. ROSS AND ASSOCIATES LIMITED	24038 BRIDGE INSPECTIONS	12-31-22	12-31-22	2,531.88
		Account Total			5,080.10
		Department Total			5,080.10
RT&M - LITTER/GARBAGE PICKUP					
01-0549-7401	000066 WASTE MANAGEMENT OF CANADA CORP.	0421621-0676-1 BIN RENTAL	01-05-23	01-05-23	181.98
01-0549-7401	000066 WASTE MANAGEMENT OF CANADA CORP.	0422763-0676-0 BIN RENTAL	01-30-23	01-30-23	177.15
		Account Total			359.13
		Department Total			359.13
RT&M - SIGNS					
01-0550-7301	002022 E.S. HUBBELL HIGHWAY AND DRAINAGE	1030689 SIGN POSTS	01-18-23	01-18-23	931.30
		Department Total			931.30
OVERHEAD					
01-0560-7117	003503 GREEN SHIELD CANADA	13675027 GROUP INSURANCE	01-05-23	01-05-23	1,312.72
01-0560-7117	003500 RWAM INSURANCE ADMINISTRATORS INC	JAN2023 RWAM INSURANCE(EMPLOYEES)	01-05-23	01-05-23	1,121.22
		Account Total			2,433.94
01-0560-7125	000036 VIVIAN UNIFORM RENTAL LTD.	103095 COVERALLS	12-31-22	12-31-22	126.28
01-0560-7125	003457 BRENT BAKER	25720 2023 WORKBOOTS	01-18-23	01-18-23	200.00
		Account Total			326.28
01-0560-7150	003456 KENT GOSNELL	JAN2023 DRIVER'S PHYSICAL	01-20-23	01-20-23	125.00
01-0560-7301	000018 CLOVER MART	0013 SUPPLIES	12-31-22	12-31-22	30.15
01-0560-7301	000100 MCNAUGHTON HOME HARDWARE CENTRE	393555 OFFICE SUPPLIES	01-09-23	01-09-23	11.07
01-0560-7301	000092 SPECIALTY RUBBER STAMPS	4961 APPROVAL STAMP	01-06-23	01-06-23	110.73
		Account Total			151.95

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01-0560-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	122.79
01-0560-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	120.27
Account Total						243.06
01-0560-7304	000048	WATFORD HOME HARDWARE / CARIS HARDV	8275 PAINT ROLLER	01-23-23	01-23-23	225.94
01-0560-7310	000131	BEARCOM CANADA CORP	5491424 GPS	01-09-23	01-09-23	335.61
01-0560-7315	002034	CAM-RON INSURANCE BROKERS	JAN2023 ROADS	01-19-23	01-19-23	84,041.94
01-0560-7320	000331	ONTARIO GOOD ROADS ASSOCIATION	64952 2023 MEMBERSHIP	01-05-23	01-05-23	803.52
01-0560-7340	000078	J & M HEAVY EQUIPMENT REPAIR INC.	12015 SHOP GEN SET REPAIR	01-18-23	01-18-23	364.61
01-0560-7405	003353	BETTY MCKELLAR	DEC2022 OFFICE CLEANING	12-31-22	12-31-22	250.00
Department Total						89,301.85
11 INTERNATIONAL						
01-0603-7372	003506	FARM AND CONSTRUCTION EQUIPMENT	10323 SENSOR REPLACEMENT	01-12-23	01-12-23	833.38
Department Total						833.38
18 WESTERN STAR						
01-0604-7372	003385	PREFERRED TOWING	154058 PULLED PLOW FROM DITCH	12-31-22	12-31-22	1,243.00
Department Total						1,243.00
CAT BACKHOE						
01-0631-7372	000078	J & M HEAVY EQUIPMENT REPAIR INC.	12014 OIL PAN REPAIR	01-18-23	01-18-23	1,508.79
Department Total						1,508.79
SANITARY SEWER SYSTEM						
01-0810-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	149.28
01-0810-7315	002034	CAM-RON INSURANCE BROKERS	JAN2023 SEWER ALVINSTON	01-19-23	01-19-23	9,175.90

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01-0810-7340	000124 ONTARIO CLEAN WATER AGENCY - EFT	INV00000028702 UPGRADE LIGHTING	12-31-22	12-31-22	5,037.12
01-0810-7432	000034 CENTRAL SANITATION / 2696235 ONTARIO LIM	0000243691 SLUDGE REMOVAL	01-26-23	01-26-23	388.72
01-0810-7432	000047 CHEMTRADE CHEMICALS CANADA LTD	93481865 ALUMINUM SULPHATE	01-20-23	01-20-23	2,253.45
01-0810-7432	000124 ONTARIO CLEAN WATER AGENCY - EFT	INV00000028693 4TH QUARTER CALL OUTS	12-31-22	12-31-22	535.00
01-0810-7432	000124 ONTARIO CLEAN WATER AGENCY - EFT	INV00000028700 REPLACE BLOWER AND MOTOR	12-31-22	12-31-22	17,294.11
Account Total					20,471.28
Department Total					34,833.58

INWOOD SEWER SYSTEM

01-0811-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	49.76
01-0811-7306	000014 HYDRO ONE NETWORKS INC.	7692-1222 HYDRO	12-31-22	12-31-22	292.59
01-0811-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 SEWER INWOOD	01-19-23	01-19-23	1,901.12
Department Total					2,243.47

WATERWORKS SYSTEM

01-0830-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	49.76
01-0830-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 WATER	01-19-23	01-19-23	12,526.38
01-0830-7432	002353 ITRON CANADA INC.	47956-ADJ ITRON SOFTWARE/LICENCING	12-31-22	12-31-22	344.87
01-0830-7432	003424 HM PIPE PRODUCTS INC	68990 PIPE REPLACEMENT PICKARD INCID	12-31-22	12-31-22	1,246.25
01-0830-7432	003424 HM PIPE PRODUCTS INC	69390 10" HYMEX COUPLERS	01-23-23	01-23-23	2,486.00
01-0830-7432	000124 ONTARIO CLEAN WATER AGENCY - EFT	INV00000028685 CALL OUTS/WATERMAIN BREAK	12-31-22	12-31-22	3,176.25
01-0830-7432	000124 ONTARIO CLEAN WATER AGENCY - EFT	INV00000028689 WATER SERVICE INSTALL/COMISSIO	12-31-22	12-31-22	1,223.75
Account Total					8,477.12
Department Total					21,053.26

WASTE COLLECTION

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01-0840-7480	000026	BLUEWATER RECYCLING ASSOC.	26732 JANUARY WASTE COLLECTION	01-19-23	01-19-23	7,121.76
Department Total						7,121.76
RECYCLING						
01-0860-7480	000026	BLUEWATER RECYCLING ASSOC.	26754 Q1 RECYCLING	01-19-23	01-19-23	21,102.27
Department Total						21,102.27
ALVINSTON COMMUNITY CENTRE						
01-1635-7116	002708	RECEIVER GENERAL-DEDUCTIONS	DEC2022 DEDUCTIONS	12-31-22	12-31-22	-47.56
01-1635-7117	003503	GREEN SHIELD CANADA	13675027 GROUP INSURANCE	01-05-23	01-05-23	1,821.92
01-1635-7117	000087	BMO NESBITT BURNS	DEC2022 EMPLOYEE RSP	12-31-22	12-31-22	-495.82
01-1635-7117	003500	RWAM INSURANCE ADMINISTRATORS INC	JAN2023 RWAM INSURANCE(EMPLOYEES)	01-05-23	01-05-23	981.66
Account Total						2,307.76
01-1635-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	77.04
01-1635-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-0123 PHONE & INTERNET SERVICE	01-06-23	01-06-23	77.54
01-1635-7303	003464	FIBERNETICS CORPORATION	611574 PHONE SERVICE	01-05-23	01-05-23	33.84
Account Total						188.42
01-1635-7315	002034	CAM-RON INSURANCE BROKERS	JAN2023 RECREATION	01-19-23	01-19-23	66,829.30
01-1635-7340	002214	GERBER ELECTRIC LTD	00026639 LIGHT BULBS	01-26-23	01-26-23	154.25
01-1635-7340	003017	MARCOTTE DISPOSAL INC.	12392 GARBAGE	12-31-22	12-31-22	295.00
01-1635-7340	000048	WATFORD HOME HARDWARE / CARIS HARDV	177564 TOILET PAPER	01-26-23	01-26-23	281.27
01-1635-7340	003344	HOLLAND CLEANING SOLUTIONS LTD.	589637 CLEANING SUPPLIES	12-31-22	12-31-22	136.49
01-1635-7340	003344	HOLLAND CLEANING SOLUTIONS LTD.	589638 CLEANING SUPPLIES	12-31-22	12-31-22	81.36
01-1635-7340	003232	CANADIAN IPG CORPORATION	CORUN-00518567 FIRST AID KITS	12-31-22	12-31-22	224.90
01-1635-7340	003423	TH INDUSTRIAL SUPPLY LIMITED	INV-4299 BOLTS	12-31-22	12-31-22	1.63

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 12-31-22 to 01-31-23 Paid Invoices Cheque Date 01-01-23 to 01-31-23

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-1635-7340	003052 CHERYL BEAUGRAND	JAN2023 PICKLEBALL TAPE	01-26-23	01-26-23	48.92
Account Total					1,223.82
01-1635-7372	002214 GERBER ELECTRIC LTD	00026633 PROPANE	12-31-22	12-31-22	30.00
01-1635-7381	000082 THE PEPSI BOTTLING GROUP (CANADA)	27406910 POP	01-26-23	01-26-23	251.71
01-1635-7383	002841 KERN WATER SYSTEMS INC.	154520 ICE	01-26-23	01-26-23	161.00
Department Total					70,944.45
CONCESSION / BOOTH & VENDING					
01-1637-7382	000082 THE PEPSI BOTTLING GROUP (CANADA)	27406910 POP	01-26-23	01-26-23	575.49
Department Total					575.49
INWOOD COMMUNITY CENTER					
01-1639-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 INWOOD REC	01-19-23	01-19-23	2,115.24
Department Total					2,115.24
ALVINSTON LIBRARY					
01-1641-7309	000002 ENBRIDGE GAS / UNION GAS	54955 1-1222 NATURAL GAS HEATING	12-31-22	12-31-22	162.69
01-1641-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 LIBRARY-ALVINSTON	01-19-23	01-19-23	2,439.72
Department Total					2,602.41
INWOOD LIBRARY					
01-1642-7315	002034 CAM-RON INSURANCE BROKERS	JAN2023 LIBRARY-INWOOD	01-19-23	01-19-23	902.88
Department Total					902.88
PLANNING & ZONING					
01-1810-7301	000092 SPECIALTY RUBBER STAMPS	4994 C OF A NAMEPLATE	01-26-23	01-26-23	18.36
Department Total					18.36
AGRICULTURE & REFORESTATION					
01-1840-7455	000113 R DOBBIN ENGINEERING INC	279.22 DRAINAGE SUPERINTENDENT	12-31-22	12-31-22	2,772.17

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 12-31-22 to 01-31-23 Paid Invoices Cheque Date 01-01-23 to 01-31-23

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-1840-7610	003507 LAMBTON COUNTY PLOWMAN'S ASSOCIATIO	JAN2023 2023 REQUEST	01-18-23	01-18-23	150.00
Department Total					2,922.17
ALVINSTON					
20-0540-7431	003379 BLACK CREEK ENGINEERING INC.	150-2022 RAILROAD LINE STORM ENG.	12-31-22	12-31-22	2,673.58
Department Total					2,673.58
COMMUNITY CENTRE					
20-1635-8012	003081 RUSSELL HENDRIX FOODSERVICE EQUIPMEI	P02702711 KITCHEN OVEN	01-18-23	01-18-23	13,460.56
Department Total					13,460.56
MUNICIPAL DRAINS - CONSTRUCTION					
20-2800-7401	000113 R DOBBIN ENGINEERING INC	5.23 LOGAN DRAIN-BANCHES 2-6	01-19-23	01-19-23	10,509.00
20-2800-7401	000113 R DOBBIN ENGINEERING INC	6.23 RUTH DRAIN	01-19-23	01-19-23	7,345.00
20-2800-7401	002119 AG HAYTER	D2022-3447 RUTH & LOGAN DRAINS	01-18-23	01-18-23	206,047.93
Account Total					223,901.93
Department Total					223,901.93
MUNICIPAL DRAINS - MAINTENANCE					
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	808 MCNEIL DRAIN H/B	01-24-23	01-24-23	750.99
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	809 JOHNSON DRAIN HB	01-24-23	01-24-23	980.87
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	812 9-10 SIDEROAD & TOTTEN DRAINS	01-30-23	01-30-23	2,085.57
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	813 14TH CONCESSION DRAIN	01-30-23	01-30-23	583.58
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	814 14TH CONCESSION DRAIN	01-30-23	01-30-23	774.53
Account Total					5,175.54
Department Total					5,175.54
Total Paid Invoices					670,163.74
Total Unpaid Invoices					0.00
Total Invoices					670,163.74

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 12-31-22 to 01-31-23 Paid Invoices Cheque Date 01-01-23 to 01-31-23

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

01-0000	ASSETS & LIABILITIES	39,307.75
01-0050	LICENCES, PERMITS, RENTS	-425.00
01-0240	GOVERNANCE	510.33
01-0241	COUNCIL SUPPORT	5,063.88
01-0250	CORPORATE MANAGEMENT	57,111.57
01-0411	FIRE STATION - ALVINSTON	19,344.84
01-0413	FIRE DEPARTMENT - WATFORD	2,390.00
01-0420	POLICE	32,575.07
01-0440	PROTECTIVE INSPECTION & CONTROL	3,380.80
01-0532	RB/C - BRIDGES R & M	5,080.10
01-0549	RT&M - LITTER/GARBAGE PICKUP	359.13
01-0550	RT&M - SIGNS	931.30
01-0560	OVERHEAD	89,301.85
01-0603	11 INTERNATIONAL	833.38
01-0604	18 WESTERN STAR	1,243.00
01-0631	CAT BACKHOE	1,508.79
01-0810	SANITARY SEWER SYSTEM	34,833.58
01-0811	INWOOD SEWER SYSTEM	2,243.47
01-0830	WATERWORKS SYSTEM	21,053.26
01-0840	WASTE COLLECTION	7,121.76
01-0860	RECYCLING	21,102.27
01-1635	ALVINSTON COMMUNITY CENTRE	70,944.45
01-1637	CONCESSION / BOOTH & VENDING	575.49
01-1639	INWOOD COMMUNITY CENTER	2,115.24
01-1641	ALVINSTON LIBRARY	2,602.41
01-1642	INWOOD LIBRARY	902.88
01-1810	PLANNING & ZONING	18.36
01-1840	AGRICULTURE & REFORESTATION	2,922.17
20-0540	ALVINSTON	2,673.58
20-1635	COMMUNITY CENTRE	13,460.56
20-2800	MUNICIPAL DRAINS - CONSTRUCTION	223,901.93
20-2900	MUNICIPAL DRAINS - MAINTENANCE	5,175.54
Report Total		670,163.74



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Requests from the Brooke-Alvinston Ag Society -Pro Rodeo 2023
Meeting: Council - 23 Feb 2023
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the Council of the Municipality of Brooke-Alvinston declares the Alvinston Pro Rodeo being held June 16-18, 2023 as an event of municipal significance and acknowledges that the Brooke-Alvinston Agricultural Society will be applying for a Special Occasion Permit (SOP) for the Brooke-Alvinston-Inwood Community Centre Complex / Pavilion / Grounds at 3310 Walnut Street; and that

The Council of the Municipality of Brooke-Alvinston waive section 3.9 of By-law 37 of 2021 to allow noise to extend to 2 a.m. during the 2023 Alvinston Pro Rodeo.

And that the Brooke-Alvinston Ag Society be allowed to use an off road vehicle on the BAICCC grounds during the Alvinston Pro Rodeo event only.

Background:

The Brooke-Alvinston Ag Society will be hosting the Pro Rodeo June 16-18, 2023 on the BAICCC grounds. A special occasion permit is required for the event. The rodeo has routinely been declared an event of municipal significance due to the nature of the event. It also fits the criteria recently adopted by Council in declaring an event to be municipally significant as it:

- a. Falls within the definition of a municipally significant event
- b. Serves 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

Criteria of the Municipal Significant Event Policy to issue a Special Occasion Permit is met with the Alvinston Pro Rodeo.

Comments:

Should Council approve the requests, notification of the SOP and the waiver of section 3.9 of By-law 37 of 2021 should be forwarded to: Brooke Fire Rescue, Lambton EMS and Lambton OPP. The Ag Society should notify residents in the area as a courtesy.

Financial Considerations:

There are no financial considerations associated with this report.

ATTACHMENTS:

[2023 Pro Rodeo mun event, noise ATV copy](#)

The Municipality of Brooke-Alvinston
3236 River Street
Alvinston, ON
N0N 1A0

Attention: Janet Denkers

The Brooke & Alvinston Agricultural Society would request the possibility of the Municipal council to declare the Alvinston Pro Rodeo a **Public Event**. This declaration is for the purpose of obtaining a Special Occasion Event under the Alcohol and Gaming Commission of Ontario. The Pro Rodeo will be running for three days and will be operating an outdoor refreshment area on June 16, 17, & 18, 2023 at the Brooke Alvinston Inwood Community Centre grounds. A Public Event covers an **event of municipal significance and is designated by municipal council as an event of municipal significance** which runs for more than one day. It is for this reason that we ask this request.

We also request, the extension of the Municipal Noise By-law on Friday June 16 until 2 am and Saturday June 17 until 2am. This will accommodate the refreshment area and concerts taking place on these days.

We also request permission for the use of ATVs and golf carts on the Brooke Alvinston Inwood Community Centre grounds during the Rodeo weekend, to be used for the transportation of physically challenged individuals to have access to the event and for maintenance of the ground

Thank you

Mark McLean

Mark McLean
Brooke & Alvinston Ag. Soc.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Blog Writer
Meeting: Council - 23 Feb 2023
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:

Alvinston Artist Liana Russwurm approached Administration in 2021 about her newly created blog - Stories from the Church. Liana was awarded some funds for this endeavour through the Lambton County Creative Grant program. Liana's focus is *"on some of the many interesting people who live and make Alvinston the amazing community that it is...as an Artist I hope to be able to look through my creative lens allowing me to weave together stories that are historical, amusing and interesting that people find engaging, shareable and bring to the forefront a little of what this community is."*

In 2022, Council entered into an agreement with Ms. Russwurm for blog writing. During budget deliberations, Council was requested to consider a blog writer and there were no objections noted. The attached submission was received from Liana.

Comments:

A draft Memorandum of understanding is also attached for Council's review and approval.

Financial Considerations:

Council has reviewed and has yet to formally approve the 2023 budget which allocates \$5,000 for marketing which includes a proposal for a blog writer. The costs for blog writer would be \$3,000 of that budget.

ATTACHMENTS:

[Blog support letter](#)
[Draft MOU - Liana](#)

Alvinston, Stories From The Church – Blog

Municipality of Brooke-Alvinston Council and Mayor,

After the first year of writing the blog *Alvinston, Stories from the Church*, I would love to continue uncovering more historical stories and writing on current events, interviewing people, taking photos and find historical photos and films of the area.

Improvements I plan to make will be to spread my wings and start including some of Inwood's history as well as posting more often than once a month. Each month I will do one in-depth researched piece and add shorter blog posts that show some of the interesting photos I have found that may not make a feature story. I will try and build on the interest I have so far had and hope to improve on what I have started building.

I started started this endeavour as a labour of love because I missed working for the local newspaper and thought it would make a nice partner to my interest in the local history. My plan is to increase not only readership but also partners within the community who support it through donations, advertising, sponsorship etc. The hours involved in the research, travel and then putting it all together into a monthly story make monetizing it an integral part to keep the quality of each post as well as giving me the some relief to be able to justify the time needed. The rising costs in general have made this a priority for me.

We no longer have a local paper that is dedicated to our community and the stories that make it the community I have come to love. I am grateful for continuation of the Municipality of Brooke-Alvinston's support in 2023.

Liana Russwurm

Memorandum of Understanding

Between

Liana Russwurm

and

The Municipality of Brooke-Alvinston

This Memorandum of Understanding (MOU) sets for the terms and understanding between Liana Russwurm and the Municipality of Brooke-Alvinston to provide “Alvinston - Stories from the Church” a blog for the community.

Background

This Memorandum of Understanding is purposely done to capture the magnitude of stories in the Alvinston area by resident and blog writer Liana Russwurm and to bring these stories and history back alive through storytelling.

Purpose

This MOU will align the activities of Liana Russwurm with the payment schedule of the Municipality

The above goals will be accomplished by undertaking the following activities:

Liana will provide: at minimum, 1 monthly story /interview of the area’s history, the people, the events; photos in a respectful, entertaining and informative manner

The Municipality will be entitled to the first release of the blog / photos and will link it to their website accordingly

Reporting

A record of all blogs or posts will be supplied to the Municipality quarterly

Funding

The Municipality will provide \$750 to Liana Russwurm on the following dates provided all Alvinston related blogs are provided to the Municipality on a routine basis. The payments shall be:

March 1, 2023 - \$750
 June 1, 2023 - \$750
 Sept. 1, 2023 - \$750
 Dec. 1, 2023 - \$750

Duration

This MOU is at-will and may be modified by mutual consent. This MOU shall become effective upon signature and will remain in effect until December. 31, 2023. Review of the MOU and costs will be reviewed annually and during the Municipal Council budget deliberations.

Contact Information

Liana Russwurm
3210 Church Street
Alvinston, ON N0N 1A)
Email: liana@lianarusswurm.com

Municipality of Brooke-Alvinston
3236 River Street
Alvinston, ON N0N 1Ao
C/O/ Administrator
Email: jdenkers@brookealvinston.com

_____ Date:
(Liana Russwurm signature)

_____ Date:
(Janet Denkers signature)
(Administrator, Municipality of Brooke-Alvinston)



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Purchasing additional SCBA cylinders out of budget
Meeting: Council - 23 Feb 2023
Department: Fire Department
Staff Contact: Steve Knight, Fire Chief

Recommendation:

That in advance of formal budget approval, the request to purchase 10 cylinders at a cost of \$15,000 be approved.

Background:

In 2021 all 22 BFR Self Contained Breathing Apparatus (SCBA) were upgraded from 2216 psi to 4500psi, which increased firefighter respiratory protection from approximately 20 minutes to 35 – 40 minutes (depending on circumstances). When upgraded, each SCBA had 1 new cylinder and there were only 8 spare cylinders. If there was the need at a large fire scene there is a distinct possibility we would run out of full exchange cylinders at the incident that may impact firefighter safety and the outcome of the incident.

Comments:

To enable cost saving and increase the number of SCBA cylinders currently carried on the apparatus, the vendor is ordering a large quantity for other departments and by including BFR's cylinders we would save approximately \$300 per cylinder. Prices will increase in 2023 to approximately \$1900 - \$2000 per cylinder.

\$15,000 was requested in the 2023 Capital budget and would allow for a purchase of 7 cylinders at \$2,000 each. By bulk ordering, the cost is lowered to \$1,485 per cylinder and we could purchase 10.

Financial Considerations:

\$15,000 has been requested in the 2023 Capital budget for the purchase of cylinders.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: 2023 Large Item Event
Meeting: Council - 23 Feb 2023
Department: Public Works
Staff Contact: Jamie Butler, Public Works Superintendent

Recommendation:

That one municipal large item disposal event be held June 5-9, 2023 and that the large item disposal event procedure as outlined be approved.

Background:

In 2021 the Municipality tried a new initiative of having Large Item Day being replaced with Large Item Week.

Comments:

Having the Large Item week provides more flexibility for the residents in dropping their items off. We would like to arrange the disposal week over 5 consecutive days (Monday-Friday) the week of June 5-9, 2023 at the following times:

Monday	10 am- 3 pm
Tuesday	10 am- 3 pm
Wednesday	10 am- 7 pm
Thursday	10 am- 3 pm
Friday	8 am-12 noon

The gates would be locked each evening.

The procedure would be:

- Two staff with equipment on site at the former MTO location on Nauvoo
- Residents enter the area and unload their vehicles themselves where indicated
- Staff can assist with large items by using the backhoe
- Steel, tires and electronics would have their own designated areas as current practice

By hosting the event in June, weather will be better and staffing through the week eliminates overtime costs.

Financial Considerations:

A large item disposal day is approximately \$10,500 which does not include labour but does include tipping fees and repairs to equipment (tires). Money has been budgetted for the week event.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Ontario Clean Water Agency (OCWA) Contract Renewal
Meeting: Council - 23 Feb 2023
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council approve the contract renewal with the Ontario Clean Water Agency (OCWA) for the Operations and Maintenance Services for our Water and Wastewater Systems and authorize the execution of the agreement.

Background:

We are currently in our last year of a 10 year operations and maintenance contract with OCWA (expires December 31, 2023). Council approved staff to negotiate a new contract with OCWA rather than place the contract out for bid. Administration have met with OCWA staff to negotiate a renewal contract ready for presentation and approval by Council.

Comments:

Some of the factors leading staff to recommend Council approve a new 10 year contract with OCWA:

- OCWA is a trusted leader in the management of water and waste water facilities;
- they manage 820 treatment facilities (more than any other Canadian operator);
- they manage 75% of Ontario's outsourced water treatment facilities;
- they have a long-standing, trusted relationship with Brooke-Alvinston and know our systems well;
- they provide exceptional service, including great after-hours response times for Brooke-Alvinston;
- they manage our capital improvements with an eye towards innovation and cost savings;
- they leverage their purchasing power and suppliers to deliver best value to Brooke-Alvinston;
- they have the necessary training and qualifications to ensure Brooke-Alvinston meets all of the regulatory requirements related to water and wastewater.

Staff have no reservations in recommending the renewal agreement with OCWA. There have been only minor changes in the scope of the agreement with the removal of the pump station and clearwell for our water system and the inclusion of 10 callouts per year included in the base rate.

Financial Considerations:

The negotiated yearly increase for the first three years is 5.1%, 4.9% and 4.6%, respectively. For years four to ten of the agreement, the increase is at CPI (June) +0.5% plus an adjustment for maintaining the insurance from year to year.

Relationship to Strategic Plan:

Ensure provision of water and wastewater services for Brooke-Alvinston is maintained and that all regulations are being met.

ATTACHMENTS:

[OCWA -Services - Current Contract](#)

[FINAL Brooke-Alvinston Agreement 2024-2033 \(OCWA executed\)](#)

SCHEDULE C - The Services

The Services are set out below:

Water Treatment - General Operation

- (a) Inspect process control equipment to ensure proper operation of chlorinators;
- (b) Take routine readings and forward to the Municipality on a monthly basis;
- (c) Operate pump controls and valve controls for pumping of all process streams;
- (d) Record and analyze daily and monthly water flow, chemicals used, chlorine residuals, and pump running hours;
- (e) Check chemical feed pumps, perform routine calculations and evaluations, and determine operational adjustment requirements;
- (f) Visually monitor the equipment at the pumping station, clear well, re-chlorination facility, sampling stations, to ensure proper operation of the disinfection system, pumps, chemical systems, on line monitors and standby power;
- (g) Routinely conduct water sampling/testing in accordance with Environmental Laws;
- (h) Complete the daily operating forms for statistics for computer input; and

Water Distribution - General Operation

- (a) Take routine readings and forward to the Municipality on a monthly basis;
- (b) Open, exercise and flush water hydrants and mains annually;
- (c) Assist the Municipality in overseeing the repair of hydrants;
- (d) Paint hydrants on an as required basis;
- (e) Ensure that hydrants are drained and winterized each fall;
- (f) Provide an annual hydrant report with recommendations;
- (g) Operate all main line valves at least once per year to ensure proper operation and lubrication;
- (h) Flush dead-ends twice a year to maintain chlorine residual;
- (i) Conduct annual lead testing in accordance with regulations;
- (j) Visually monitor the equipment at the water tower to ensure proper operation;
- (k) Routinely conduct water sampling/testing in accordance with Environmental Laws; and
- (l) Complete OCWA's internal operational data forms for statistical input into a reporting system;

Water - Routine Maintenance

- (a) In the case of water related repairs (emergency or otherwise), OCWA will provide competent staff to open and close valves and oversee repair work conducted by Municipal staff;
- (b) Respond to consumer complaints regarding pressure, taste, odour and colour and maintain records of such to report to the Municipality;
- (c) Air release chambers on the transmission line from Old Walnut Road at Churchill to the booster station are to be checked annually and pumped on an as required basis;

Wastewater Treatment – General Operation

- (a) Inspect process control equipment for proper operation of secondary wastewater treatment clarifiers, pumps, blower and aeration systems, alum and other chemical feeders;
- (b) Sound clarifier for sludge depth to ensure proper return rates;
- (c) Operate pump controls and valve controls for pumping of all process streams;
- (d) Clean grit channels;
- (e) Rake bar screens and check barminutor and/or comminutor;
- (f) Hose down weirs, walls and channels in aeration and secondary clarifier;
- (g) Mix and monitor chlorine and alum in feed tanks and other process chemicals; and
- (h) Skim chlorine contact chambers and settling tanks as required;

Wastewater Collection – General Operation

- (a) Annually remove maintenance hole covers and inspect maintenance holes for flow through, debris accumulation, structural stability of walls and rungs, infiltration and proper benching;
- (b) Flush maintenance holes and sewers once per year with hydrant water;
- (c) Report to the Municipality any incidents of infiltration, illegal connections and illegal discharge of contaminants to system that have come to the attention of the operator;
- (d) Regularly check pumping stations, including conducting routine readings to ensure that everything is in order operationally; and
- (e) Air release chambers on the force main from Inwood to Alvinston are to be checked annually and pumped on an as required basis.

Wastewater - Routine Maintenance

- (a) Carry out a routine lubrication program including greasing and oiling as specified in the lubrication schedule;
- (b) Record and analyze wastewater flow, chemicals used, and wastewater flow calculations;
- (c) Check chemical feed pumps, comparing to routine calculations and determining operational adjustment requirements;
- (d) Calculate, record and analyze the amount of wastewater treated, the daily and monthly flows, pumping station running hours, diesel running hours, amount of chemicals used, and the sludge hauled;
- (e) Perform routine wastewater tests as per regulatory requirements;
- (f) On a routine basis, complete the daily operating forms for statistics for computer input and output forms and correcting the results of the output forms to ensure a proper monitoring of plant flows and process for wastewater treatment;
- (g) Evaluate methods for reducing peak flows and equalizing flow to treatment plant;
- (h) Arrange for sludge removal from the facility in accordance with all Applicable Laws; and
- (i) Comply with any regulatory guidelines on Biosolids issued by MOE and any current certificates of approval;

Combined Water & Wastewater Facilities – Routine Maintenance

- (a) Ensure that the daily operations comply with and fulfill the requirements of the Certificate of Approval, DWWP and MDWL;
- (b) Ensure that a contingency plan is in place to deal with non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure;
- (c) In the event of an emergency, implement such contingency plans necessary to maintain the facility in compliance with all Applicable Laws;
- (d) Ensure security of the facilities by locking doors and gates in addition to activating alarms where applicable;
- (e) Maintain an inventory on all equipment and tools;
- (f) Provide the Municipality with competitive bids in compliance with the Municipality's procurement policy as detailed in Schedule F of this agreement, from competent subcontractors for non-emergency work as applicable;
- (j) Perform routine maintenance duties to equipment by following preventive maintenance procedures by checking machinery and electrical equipment when required; and
- (i) Assist with the calibration of equipment in accordance with manufacturers' guidelines and regulatory requirements.

4. Capital Improvements

OCWA, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacement needs. Parts of the Facilities requiring upgrading or improvement will be identified and brought to the attention of the Client in accordance with Paragraph 4.6(b) of this Agreement.

5. Efficient Operation/Record Keeping

- (a) OCWA, acting reasonably, is responsible for ensuring the efficient operation of the Facilities' processes.
- (b) OCWA will maintain records regarding the operation of the Facilities in compliance with Environmental Laws.

6. Regulatory Matters

- (a) OCWA shall prepare the Facilities for any scheduled inspection by the Ministry of the Environment ("MOE") and shall accompany the MOE during such inspection. OCWA will review with the Client any inspection reports prepared by regulatory authorities that are provided to OCWA.
- (b) Review with the Municipality any inspection reports prepared by regulatory authorities;
- (c) Handle routine regulatory requirements and contacts with regulatory authorities in respect of operating issues concerning the facility;

- (d) Review any inspection reports prepared by regulatory authorities that are provided to OCWA;
- (e) Responding to a regulatory report on behalf of the Client (for example, a report of an inspection from the MOE or MOL), either directly or indirectly shall be considered an Unexpected Expense as per Section 4.7. Subject to any approvals of the Client required by Paragraph 4.7(b) of this Agreement, OCWA will either correct deficiencies identified in such inspection reports (in accordance with Paragraph 4.7(a)) or negotiate changes to the reports with the regulatory authorities if related to the operation of the Facilities. If any orders are issued by a regulatory authority which will require Capital Expenditures or any additional services, then OCWA may negotiate with the Client to provide such services at additional cost to be agreed upon by the Parties.

7. Reporting

OCWA shall provide a facility performance report for each facility, within forty-five (45) days of the completion of each quarter.

8. Staffing

- (a) OCWA will ensure the Facilities are operated with certified operators and other trained staff as required by Environmental Laws.
- (b) Normal hours of availability are Monday to Friday between the hours of (07:00 to 15:30)
- (c) OCWA will ensure that staff working at the Facilities is trained in normal process operation and maintenance of the Facilities and that all staff are trained to deal with emergency situations.
- (d) Annually OCWA will provide the Municipality with a summary of training received by each OCWA employee working at the Facilities.
- (e) Provide the opportunity for Municipal Staff to attend related contractor training courses as made available by the operator to its' employees.

9. Emergency Situations

- (a) OCWA will ensure that there are contingency plans in place for OCWA staff to address non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.
- (b) In the event of an emergency, OCWA shall implement such contingency plans and shall make all reasonable efforts to maintain the Facilities in compliance with Environmental Laws.

- (c) OCWA staff will be available to provide after-hours service for the facilities in the event of illness or emergencies. Emergency responses outside of regular work hours shall be billed to the Client in accordance with Section 4.11.

10. **Sludge**

The Client acknowledges and agrees that the Client is responsible for arranging for all aspects of sludge removal, storage and spreading and is required to comply with all relevant Environmental Laws, including but not limited to, the *Nutrient Management Act, 2002* and its regulations as they may be amended from time to time, any relevant regulatory guidelines on biosolids management and disposal issued by the Ministry of the Environment and any applicable certificates of approval.

As owner of the wastewater treatment facility, the Client acknowledges that it shall be the Client's responsibility to meet the requirements of the NMA regarding preparation and submission of a nutrient management strategy; such requirement is being phased in depending upon the size of the facility. OCWA may be able to provide assistance in the preparation of the strategy upon the Client's request and the Parties' agreement on the scope of the work and price.

Future NMA requirements also affect sludge haulers with respect to certification. The Client acknowledges that these "new" NMA requirements may affect the price of sludge haulage and therefore would be considered a change in Applicable Laws under Paragraph 4.7(a).

WATER & WASTEWATER SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
AND
THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of JANUARY, 2024 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the *Water & Wastewater facilities*, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ___ day of _____, 20__ passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.
- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.

- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis. OCWA will be named as the loss payee on both policies, if applicable.
- (f) The policies of insurance obtained by the Client in subsection 2.7(e) shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHS Act") and their regulations.

- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSa") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSa and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.

- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
- (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date **January 1st, 2024** and shall continue in effect for an initial term of ten (10) years, ending on **December 31, 2033** (the "Initial Term") and then may be renewed for successive five (5)-year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the "Current Term"), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on **January 1st, 2024**. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule "D", for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws, and any charges related to external audits of the MECP Municipal Drinking Water Licensing Program;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) Hydro/Utility costs, telephone, chemical water and sludge costs, or any charges resulting from adverse tax changes in respect of the Services or the Facilities;
- (e) charges for any Optional Services that are provided by OCWA to the Client;

- (f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;

Section 4.6 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than October 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client’s written approval of the estimate or revised estimate, in the form set out in Schedule “K”, authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the “Approved Major Maintenance Expenditures”).
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.
- (d) OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item costing less than \$2,000.00.

Section 4.7 - Capital Projects

- (a) “Capital Projects” means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not

solely the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Service Fee.

- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than \$2,000.00.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client's monthly payment of the Annual Fee is not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

Section 4.14 – Natural Gas Costs

OCWA is not responsible for paying any Natural Gas Costs in respect of the Facilities. The Client shall pay all Natural Gas Costs.

Section 4.15 – Chemical Costs

OCWA is not responsible for paying any Chemical Costs in respect of the Facilities. The Client shall pay all Chemical Costs.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems

installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 - GENERAL**Section 7.1 - Ownership of Technology**

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email, facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:
 Municipality of Brooke-Alvinston
 3236 River Street
 P.O. Box 28
 Alvinston, Ontario N0N 1A0
 Telephone: (519)-898-2173
 Fax: (519)-898-5653
 Email: jdenkers@brookealvinston.com
 Attention: Janet Denkers, Clerk-Administrator

(ii) if to OCWA:
 Ontario Clean Water Agency
 450 Sunset Drive, Suite #370
 St. Thomas, Ontario N5R 5V1
 Telephone: (519)-791-2922
 Email: Rtrepanier@ocwa.com
 Attention: Robin Trepanier, Business Development Manager

(b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - Change in Circumstance

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a “Change in Circumstance”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
- (i) details of the Change in Circumstance;
 - (ii) details of the inadequacy of this Agreement; and
 - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.

- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Feb 2 / 23
Date of Signing

By: 
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

Alvinston Water Distribution System

Municipal Drinking Water Licence
Licence Number: 240-101
Issue Number: 5

Drinking Water Works Permit
Permit Number: 240-201
Issue Number: 03

The Alvinston Distribution System primarily supplies potable water to the community of Alvinston. The system supplies some residences and a school along the main line north of Alvinston.

The Alvinston Distribution System receives water directly from the Lambton Area Water Supply System (LAWSS) via a meter chamber located on the southeast corner of Churchill Line and Old Walnut Road. The LAWSS meter chamber is equipped with a continuous online free chlorine analyzer and a flow meter. A 250mm diameter PVC water main connects this chamber to the Alvinston Water Pumping Station.

The Alvinston Distribution System includes the re-chlorination station, a 1,544m³ standpipe, approximately 22 km of distribution piping, 11 air valve chambers, a water meter chamber, approximately 70 hydrants, and mains of various sizes.

The treated water supply main feeds directly into the distribution system through a line connected in the rechlorination station; the sodium hypochlorite system used to re-chlorinate consists of 3 chemical feed pumps (1 duty, 1 standby, 1 emergency top up) and chemical feed lines. The Free Residual Chlorine is continuously monitored and alarmed at three points in this system; where treated water enters the Church Street Re-chlorination station from the main line, where re-chlorinated water leaves the pump station and at the standpipe.

The water level in the standpipe is also monitored and alarmed. The standpipe level is controlled by a Flow Control Valve located at the Re-chlorination Station.

The pump station is equipped with a 60 KW diesel generator to supply standby power.

Alvinston Waste Water Treatment Plant

Certificate of Approval # 5059-BGTJQE

The Alvinston Waste Water Treatment Plant receives raw sewage from the urban areas of Alvinston, Inwood and Brooke Central Elementary School.

The plant is an Extended Aeration Treatment Facility.

This facility has two aeration tanks supplied with coarse air via two (2) blowers (1 duty, 1 standby), one circular clarifier, a chlorine contact chamber, a small sludge holding tank and a large sludge storage tank. Airlifts are used routinely to return activated sludge from clarifier to aeration tanks and to transfer sludge to the small holding tank; various pumps can be used to move sludge to and from the large storage tank. The large storage tank is equipped with mechanical mixers.

Alum used at the facility is stored in an indoor bulk tank and transferred to day tanks as required. Two chemical feed pumps and chemical feed lines inject alum into each aeration tank.

A dual bank UV system is used for disinfection post clarifier.

The facility is equipped with a propane fueled backup generator for use as a backup power supply.

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, H, I, and J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Chemical Costs” is defined in Section 4.15(a).

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during JUNE of the previous Year as compared to the

CPI of JUNE of the current Year. For example, the CPI Adjustment for Year 2024 is the CPI of JUNE 2023.

“**Current Annual Chemical Cost**” is defined in Section 4.15(a).

“**Current Annual Natural Gas Cost**” is defined in Section 4.14(a).

“**Current Term**” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“**Crown**” means Her Majesty the Queen in Right of Ontario.

“**Drinking Water Quality Management Standard (DWQMS)**” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“**Effective Date**” is defined on Page 1 of this Agreement.

“**Environmental Laws**” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“**ESA**” means the Electrical Safety Authority.

“**Facilities**” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“**Hydro Costs**” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“**Indemnification Process**” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and

- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“**Indemnified Parties**” is defined in Paragraph 3.3(a) of this Agreement.

“**Indemnifying Party**” means the Party responsible for dealing with any Claims and paying out any Claims.

“**Initial Term**” is defined in Section 4.1 of this Agreement.

“**Insurance**” is defined in Paragraph 2.7(a) and further described in Schedule E.

“**Intellectual Property Rights**” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“**Major Maintenance Expenditures**” is defined in Paragraph 4.6(a) of this Agreement.

“**MECP**” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“**MOL**” means the (Ontario) Ministry of Labour.

“**Natural Gas Costs**” is defined in Section 4.14(a).

“**OHSA**” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“**Optional Services**” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“**Outpost 5**” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“**Overall Responsible Operator**” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“**OWRA**” means the *Ontario Water Resources Act*, R.S.O. 1990.

“**Parties**” is defined in Paragraph (d) of the Recitals to the Agreement.

“**PDM**” or “**Process Data Management**” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1st to December 31st of the calendar year.

SCHEDULE C - The Services

Services for Water Treatment System

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

Water Treatment - General Operation

- (a) Inspect process control equipment to ensure proper operation of chlorinators;
- (b) Take routine readings and forward to the Municipality on a monthly basis;
- (c) Operate Flow Control Valve controls;
- (d) Record and analyze daily and monthly water flow, chemicals used, chlorine residuals;
- (e) Check chemical feed pumps, perform routine calculations and evaluations, and determine operational adjustment requirements;
- (f) Visually monitor the equipment at the re-chlorination facility, sampling stations, to ensure proper operation of the disinfection system, pumps, chemical systems, on line monitors and standby power;
- (g) Routinely conduct water sampling/testing in accordance with Environmental Laws;
- (h) Complete the daily operating forms for statistics for computer input; and

Water Distribution - General Operation

- (a) Take routine readings and forward to the Municipality on a monthly basis;
- (b) Open, exercise and flush water hydrants and mains semi-annually;
- (c) Assist the Municipality in overseeing the repair of hydrants;
- (d) Paint hydrants on an as required basis;
- (e) Ensure that hydrants are drained and winterized each fall;
- (f) Provide an annual hydrant report with recommendations;
- (g) Operate all main line valves at least once per year to ensure proper operation and lubrication;
- (h) Flush dead-ends twice a year to maintain chlorine residual;
- (i) Conduct annual lead testing in accordance with regulations;
- (j) Visually monitor the equipment at the water tower to ensure proper operation;
- (k) Routinely conduct water sampling/testing in accordance with Environmental Laws; and
- (l) Complete OCWA's internal operational data forms for statistical input into a reporting system;

Water - Routine Maintenance

- (a) In the case of water related repairs (emergency or otherwise), OCWA will provide competent staff to open and close valves and oversee repair work conducted by Municipal staff;

- (b) Respond to consumer complaints regarding pressure, taste, odour and colour and maintain records of such to report to the Municipality;
- (c) Air release chambers on the transmission line from Old Walnut Road at Churchill to the booster station are to be checked annually and pumped on an as required basis;

Wastewater Treatment – General Operation

- (a) Inspect process control equipment for proper operation of secondary wastewater treatment clarifiers, pumps, blower and aeration systems, alum and other chemical feeders;
- (b) Sound clarifier for sludge depth to ensure proper return rates;
- (c) Operate pump controls and valve controls for pumping of all process streams;
- (d) Clean grit channels;
- (e) Rake bar screens and check barminutor and/or comminutor;
- (f) Hose down weirs, walls and channels in aeration and secondary clarifier;
- (g) Mix and monitor chlorine and alum in feed tanks and other process chemicals; and
- (h) Skim chlorine contact chambers and settling tanks as required;

Wastewater Collection – General Operation

- (a) Annually remove maintenance hole covers and inspect maintenance holes for flow through, debris accumulation, structural stability of walls and rungs, infiltration and proper benching;
- (b) Flush maintenance holes and sewers once per year with hydrant water;
- (c) Report to the Municipality any incidents of infiltration, illegal connections and illegal discharge of contaminants to system that have come to the attention of the operator;
- (d) Regularly check pumping stations, including conducting routine readings to ensure that everything is in order operationally; and
- (e) Air release chambers on the force main from Inwood to Alvinston are to be checked annually and pumped on an as required basis.

Wastewater - Routine Maintenance

- (a) Carry out a routine lubrication program including greasing and oiling as specified in the lubrication schedule;
- (b) Record and analyze wastewater flow, chemicals used, and wastewater flow calculations;
- (c) Check chemical feed pumps, comparing to routine calculations and determining operational adjustment requirements;
- (d) Calculate, record and analyze the amount of wastewater treated, the daily and monthly flows, pumping station running hours, diesel running hours, amount of chemicals used, and the sludge hauled;
- (e) Perform routine wastewater tests as per regulatory requirements;
- (f) On a routine basis, complete the daily operating forms for statistics for computer input and output forms and correcting the results of the output forms to ensure a proper monitoring of plant flows and process for wastewater treatment;

- (g) Evaluate methods for reducing peak flows and equalizing flow to treatment plant;
- (h) Arrange for sludge removal from the facility in accordance with all Applicable Laws; and
- (i) Comply with any regulatory guidelines on Biosolids issued by MECP and any current certificates of approval;

Combined Water & Wastewater Facilities – Routine Maintenance

- (a) Ensure that the daily operations comply with and fulfill the requirements of the Certificate of Approval, DWWP and MDWL;
- (b) Ensure that a contingency plan is in place to deal with non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure;
- (c) In the event of an emergency, implement such contingency plans necessary to maintain the facility in compliance with all Applicable Laws;
- (d) Ensure security of the facilities by locking doors and gates in addition to activating alarms where applicable;
- (e) Maintain an inventory on all equipment and tools;
- (f) Provide the Municipality with competitive bids in compliance with the Municipality's procurement policy as detailed in Schedule G of this agreement, from competent subcontractors for non-emergency work as applicable;
- (j) Perform routine maintenance duties to equipment by following preventive maintenance procedures by checking machinery and electrical equipment when required; and
- (i) Assist with the calibration of equipment in accordance with manufacturers' guidelines and regulatory requirements.

4. Capital Improvements

OCWA, acting as a reasonable operator, will record information on the frequency of equipment breakdown and repair costs to determine replacement needs. Parts of the Facilities requiring upgrading or improvement will be identified and brought to the attention of the Client in accordance with Paragraph 4.6(b) of this Agreement.

5. Efficient Operation/Record Keeping

- (a) OCWA, acting reasonably, is responsible for ensuring the efficient operation of the Facilities' processes.
- (b) OCWA will maintain records regarding the operation of the Facilities in compliance with Environmental Laws.

6. Regulatory Matters

- (a) OCWA shall prepare the Facilities for any scheduled inspection by the Ministry of the Environment, Conservation & Parks ("MECP") and shall accompany the MOE during

such inspection. OCWA will review with the Client any inspection reports prepared by regulatory authorities that are provided to OCWA.

- (b) Review with the Municipality any inspection reports prepared by regulatory authorities;
- (c) Handle routine regulatory requirements and contacts with regulatory authorities in respect of operating issues concerning the facility;
- (d) Review any inspection reports prepared by regulatory authorities that are provided to OCWA;
- (e) Responding to a regulatory report on behalf of the Client (for example, a report of an inspection from the MECP or MOL), either directly or indirectly shall be considered an Unexpected Expense as per Section 4.8(a). Subject to any approvals of the Client required by Paragraph 4.7(b) of this Agreement, OCWA will either correct deficiencies identified in such inspection reports (in accordance with Paragraph 4.7(a)) or negotiate changes to the reports with the regulatory authorities if related to the operation of the Facilities. If any orders are issued by a regulatory authority which will require Capital Expenditures or any additional services, then OCWA may negotiate with the Client to provide such services at additional cost to be agreed upon by the Parties.

7. **Reporting**

OCWA shall provide a facility performance report for each facility, within forty-five (45) days of the completion of each quarter.

8. **Staffing**

- (a) OCWA will ensure the Facilities are operated with certified operators and other trained staff as required by Environmental Laws.
- (b) Normal hours of availability are Monday to Friday between the hours of (0730 to 1600)
- (c) OCWA will ensure that staff working at the Facilities are trained in normal process operation and maintenance of the Facilities and that all staff are trained to deal with emergency situations.
- (d) Annually OCWA will provide the Municipality with a summary of training received by each OCWA employee working at the Facilities.
- (e) Provide the opportunity for Municipal Staff to attend related contractor training courses as made available by the operator to its' employees.

9. **Emergency Situations**

- (a) OCWA will ensure that there are contingency plans in place for OCWA staff to address non-routine operational situations and emergency situations such as spills, by-passes, overflows, hydro interruptions and equipment failure.

- (b) In the event of an emergency, OCWA shall implement such contingency plans and shall make all reasonable efforts to maintain the Facilities in compliance with Environmental Laws.
- (c) OCWA staff will be available to provide after-hours service for the facilities in the event of illness or emergencies. Annually OCWA will include the first ten (10) Emergency responses of 4 hours or less outside of regular work hours at no additional charge to Client as per this agreement. After the first ten (10) Emergency responses, within the calendar year, any additional Emergency responses outside of regular work hours shall be billed to the Client in accordance with Section 4.11.

10. **Sludge**

The Client acknowledges and agrees that the Client is responsible for arranging for all aspects of sludge removal, storage and spreading and is required to comply with all relevant Environmental Laws, including but not limited to, the *Nutrient Management Act, 2002* and its regulations as they may be amended from time to time, any relevant regulatory guidelines on biosolids management and disposal issued by the MECP and any applicable certificates of approval.

As owner of the wastewater treatment facility, the Client acknowledges that it shall be the Client's responsibility to meet the requirements of the NMA regarding preparation and submission of a nutrient management strategy; such requirement is being phased in depending upon the size of the facility. OCWA may be able to provide assistance in the preparation of the strategy upon the Client's request and the Parties' agreement on the scope of the work and price.

Future NMA requirements also affect sludge haulers with respect to certification. The Client acknowledges that these "new" NMA requirements may affect the price of sludge haulage and therefore would be considered a change in Applicable Laws under Paragraph 4.7(a).

SCHEDULE D - The Annual Price And Other Charges and Adjustments

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

(i) For Year One from January 1, 2024 through to December 31, 2024 inclusive:

	2024
Water	
Wastewater	
Total:	\$223,206.31

(ii) For Year Two from January 1, 2025 through to December 31, 2025 inclusive:

	2025
Water	
Wastewater	
Total:	\$234,114.65

(iii) For Year Three from January 1, 2026 through to December 31, 2026 inclusive:

	2026
Water	
Wastewater	
Total:	\$245,023.00

(iv) For Year Four from January 1, 2027 through to December 31, 2027 of the Agreement an inflationary increase of CPI (June) + 0.5% plus an adjustment for maintaining the Insurance which is renewed annually by OCWA will be added to the Annual Price from Year Three of the Agreement and for Subsequent Years, on a cumulative basis.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$18,600.53

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, (0730 to 1600) shall be billed at \$90.00/hour/person for an operations manager and assistant operations manager, and \$65.00/hour/person for an operator or mechanic, plus vehicle expenses at \$0.75/km/vehicle;
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at \$0.75/km/vehicle;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.75/km/vehicle;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee;
- (e) Costs for Optional Services provided by OCWA staff (i.e. engineering services, project management, SCADA, innovation technology, process optimization and asset management services) will be based on OCWA's technical services hourly rate schedule. This rate schedule will be set by OCWA at the beginning of each calendar year and will be reviewed by the Client as part of the Optional Services approval process.

5. Adjustments for Natural Gas Costs

The Client will pay for all Natural Gas Costs. Therefore, no adjustment is required.

6. Adjustments for Chemical Costs

The Client will pay for all Chemical Costs. Therefore, no adjustment is required.

SCHEDULE E - Insurance

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2024; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean-up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2024; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

There are no Pre-existing Conditions identified at this time.

SCHEDULE G – By-Law No. 64 of 2016

MUNICIPAL PROCUREMENT POLICY

Being a By-law to adopt policies with respect to procurement of goods and services for the Municipality of Brooke-Alvinston

SCHEDULE H – Preferred Vendor List

OCWA shall use the current preferred vendor list of the Client.

SCHEDULE I - Change Order Form



Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	

Adjustment	
Check Appropriate Type of Change	
Apply (Y/N)	Type of Change:
	Adjustment to Annual Price
	Change to Service
	Impact

Adjustment to Annual Price
Description – Attach Additional Documentation if Required

Change in Services
Description – Attach Additional Documentation if Required

SCHEDULE J - Expenditure Request and Approval to Proceed



Hub Name
 Hub Address
 City, ON Code
 Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- Maintenance Project
 Out of Scope Work
 Contingency
 Emergency
 Health & Safety

Description of Project or Expenditure:

Submission Prepared By:

Name (Print)	Signature	Date
--------------	-----------	------

Authorized Representative for the Municipality

PART 2

Approval to Proceed:

Approved
 Declined
 Deferred
 Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)	Signature	Date
--------------	-----------	------

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	



Council Staff Report

To: Council
Subject: East End of Lasalle Asphalt
Meeting: Council - 23 Feb 2023
Department: Public Works
Staff Contact: Jamie Butler, Public Works Superintendent

Recommendation:

That Council defer the proposal of asphalt on the LaSalle hill to 2024 and that the Public Works Superintendent advise Adelaide Metcalfe of potential work in that area and request that the Municipality be consulted should they undergo work there.

Background:

At the January 19, 2023 Special Council meeting, I was directed by council to obtain pricing on paving the hill on the East end of Lasalle. Upon further direction I consulted with the Public Works Superintendent of Adelaide Metcalfe on potential cost sharing the project with work they have going on in the neighboring Municipality.

Comments:

The pricing for the proposed work on LaSalle came back at \$65,000 for only 200m of asphalt. I spoke with the Adelaide Metcalfe Road Supt. and they do not have any proposed work that will be close to the area in 2023. There is consideration being proposed for some work in 2024 pending the approval of their councils. In 2024, if both Council's approve work in the area, the cost is anticipated to be lower.

Financial Considerations:

Should Council approve the paving of the hill on Lasalle East, we will have additional costs of trucks plowing Lasalle East putting product down on the short portion of asphalt then having a grader run the same road again to ice blade it. It will neither be time or cost effective.

Alternatively, a road agreement could be discussed with Adelaide Metcalfe for maintenance of that portion of roadway.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Council Remuneration - 2022
Meeting: Council - 23 Feb 2023
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. It will be published on the website and posted in the municipal office.

ATTACHMENTS:

[Council Remuneration Report - 2022](#)

MUNICIPALITY OF BROOKE-ALVINSTON

Statement of Council Remuneration - 2022
as per Council Remuneration By-law 5 of 2011

	-----Remuneration-----					
	Regular Council	Special Council	Committees	Seminars & Conferences	Expenses	Total
Mayor David Ferguson	\$5,260.00	\$510.00	\$910.00	\$1,841.00	\$2,478.56	\$10,999.56
Councillor James Armstrong	\$3,800.00	\$225.00	\$125.00	\$0.00	\$0.00	\$4,150.00
Councillor Wayne Deans	\$3,600.00	\$225.00	\$150.00	\$100.00	\$0.00	\$4,075.00
Councillor Jeannette Douglas	\$3,800.00	\$225.00	\$200.00	\$0.00	\$0.00	\$4,225.00
Councillor Don McCabe	\$400.00	\$150.00	\$0.00	\$200.00	\$36.25	\$786.25
Councillor Frank Nemcek	\$4,200.00	\$300.00	\$300.00	\$900.00	\$958.93	\$6,658.93
Councillor Jennifer Redick	\$400.00	\$150.00	\$0.00	\$200.00	\$36.25	\$786.25
Councillor Craig Sanders	\$400.00	\$75.00	\$0.00	\$200.00	\$0.00	\$675.00
TOTAL	\$21,860.00	\$1,860.00	\$1,685.00	\$3,441.00	\$3,509.99	\$32,355.99

Stephen Ikert

Stephen Ikert, Treasurer

February 21, 2023

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



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Gravel Tender Results - 2023
Meeting: Council - 23 Feb 2023
Department: Public Works
Staff Contact: Jamie Butler, Public Works Superintendent

Recommendation:

That the lowest tender(s) received for the Granular M from Clarence Carter & Sons for the price of \$21.65 / tonne plus tax be accepted; and that the lowest tender for the Domolite from McKenzie & Henderson for the price of \$33.63/ tonne plus tax be accepted.

Background:

The maintenance of roads is critical each year and the maintenance is routinely needed to ensure they are maintained and that they not fall apart with potholes making it difficult to maintain.

Tenders were requested for the following:

- i) Supply and haul and spreading with hopper type equipment of approximately 5,700 tonnes of Dolomite Limestone and
- ii) Supply, haul and spreading with hopper type equipment of approximately 12,100 tonnes of granular M with minimum 60% crushed

Tenders were sent to nine (9) businesses.

Comments:

Tender Results (including tax) were:

	(Q2) <u>Granular M</u>	(Q1) <u>Domolite (price/tonne)</u>
Bill Blane Trucking:	no bid	no bid
Carters Trucking	<u>\$21.65</u>	no bid
Jennison Construction Ltd	no bid	no bid
Johnson Brothers	no bid	\$33.85
Lavis	\$26.00	no bid
McCann RediMix	no bid	no bid

McKenzie & Henderson	\$22.73	<u>\$33.63</u>
Regier Trucking	\$22.32	no bid
Chittick	no bid	no bid

Financial Considerations:

The price of gravel has increased with the addition of a fuel surcharge. The 2023 draft Budget allocated \$500,000. The tendered amount is within the budgeted amount



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: BAICCC Grounds Fencing
Meeting: Council - 23 Feb 2023
Department: Parks and Recreation
Staff Contact: Kevin Miller, Parks and Recreation Manager

Recommendation:

That the Council of the Municipality of Brooke-Alvinston provide direction to fencing at the BAICCC grounds.

Background:

With the new entrance to the dog park on River Street and the need for additional gates to the dog park at the north entry to the fairgrounds, staff has requested fencing for additional areas. Attached is the map outlining different scenarios.

Comments:

Staff are recommending a fence be placed:

- 1) between the 2 sheds north of the arena
- 2) from the SE corner of the right side shed over to the ball diamond fence (with gate)
- 3) NE end of property by the dog park (with gates)

There was discussion from other user groups (yellow) to place fencing. The yellow portion in addition to the attached red sections in that area would change the aesthetics of the area.


Financial Considerations:


The budget had included a quote for a broader area with potential donations from some user groups. A revised quote was requested at \$13,311.40.

ATTACHMENTS:

[Proposed Fencing at Community Centre Grounds](#)

Proposed Fencing at Community Centre Grounds

 Approx cost of fence/gates = \$16,100

 Approx additional cost of fence = \$7,495

North



South



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: 2023 Revised Draft Budget
Meeting: Council - 23 Feb 2023
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council approve the 2023 Draft Budget as revised.

Background:

The Draft 2023 Budget was presented at the February 9, 2023 Council meeting. The following adjustments have been made:

- \$5,000 was added to budget expenditures for the Community Improvement Plan (CIP) Grant as directed by Council.
- \$65,000 was removed from the Public Works capital expenditures based on the recommendation of the Public Works Manager that this item be deferred
- This \$65,000 was added back to reserves for future years.
- The timed locks for the outdoor washroom were removed from the budget as staff felt that this would not provide value for the money spent.
- The fencing was reduced to include only the areas requested by the Parks and Rec Manager. The corresponding anticipated contributions by the Optimists and Fair Board were also removed.
- The cost for the Inwood bleachers was adjusted to actual (including delivery and unrecoverable taxes).
- Budgeted rental revenues were increased by almost \$16,000 to more properly reflect expected revenues for the full year (without shutdowns due to Covid).
- \$10,000 less was taken from Community Centre Reserves as a result of the above adjustments.
- There were also a few small year end adjustments made to 2022 which affected the budgeted surplus from 2022 available to be used in 2023.

Comments:

The net result is that the revised budgeted tax requirement is still \$3,311,227 or an increase of \$187,380 over 2022. This represents a 6% increase in taxes collected or a 5.77% increase in our local tax rate.

As stated in the previous presentation, this would mean a local tax increase of:

- \$44.16 for each \$100,000 of assessed value for properties in the Residential Class, and
- \$9.98 for each \$100,000 of assessed value for properties in the Farm Tax Class.

ATTACHMENTS:

[2023-BA-Budget - Draft - Revised](#)

BROOKE-ALVINSTON COMBINED

OPERATIONS

CAPITAL

TOTAL BUDGET

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GENERAL BUDGET

EXPENDITURES

GENERAL GOVERNMENT

CLASSIFICATION	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1 COUNCIL	44,410	39,933	(4,477)	57,400			-		44,410	39,933	(4,477)	57,400
2 COUNCIL SUPPORT	188,525	182,842	(5,683)	187,575			-		188,525	182,842	(5,683)	187,575
3 ADMINISTRATION	349,000	327,645	(21,355)	368,483	60,000	40,725	(19,275)	62,500	409,000	368,370	(40,630)	430,983
	581,935	550,419	(31,516)	613,458	60,000	40,725	(19,275)	62,500	641,935	591,144	(50,791)	675,958

PROTECTION

4 FIRE - ALVINSTON	247,550	209,923	(37,627)	274,379	470,000	464,529	(5,471)	385,000	717,550	674,453	(43,097)	659,379
6 FIRE - WATFORD	5,340	4,868	(472)	5,540			-		5,340	4,868	(472)	5,540
7 FIRE - ADMINISTRATION	55,750	45,667	(10,083)	52,500			-		55,750	45,667	(10,083)	52,500
8 POLICE	394,056	382,880	(11,176)	391,901			-		394,056	382,880	(11,176)	391,901
9 CONSERVATION AUTHORITY	24,223	24,223	-	27,443			-		24,223	24,223	-	27,443
10 INSPECTIONS & CONTROL	49,900	48,006	(1,894)	46,900			-		49,900	48,006	(1,894)	46,900
11 EMERGENCY MEASURES	5,500	4,944	(556)	3,450			-		5,500	4,944	(556)	3,450
	782,319	720,511	(61,808)	802,113	470,000	464,529	(5,471)	385,000	1,252,319	1,185,041	(67,279)	1,187,113

TRANSPORTATION SERVICES

12 ROADS - MATERIALS & SERVICES	735,500	548,214	(187,286)	868,750	532,775	384,406	(148,369)	682,500	1,268,275	932,621	(335,654)	1,551,250
13 PUBLIC WORKS OVERHEAD	703,553	666,026	(37,527)	690,756	-	-	-	-	703,553	666,026	(37,527)	690,756
14 VEHICLES & EQUIP	167,550	192,936	25,386	174,500	156,000	6,238	(149,762)	406,800	323,550	199,174	(124,376)	581,300
15 SNOW REMOVAL	29,500	32,022	2,522	32,250	-	-	-	-	29,500	32,022	2,522	32,250
16 STREET LIGHTS - ALVINSTON	13,000	10,528	(2,472)	13,000	-	-	-	-	13,000	10,528	(2,472)	13,000
17 STREET LIGHTS - INWOOD	6,750	6,639	(111)	7,500	-	-	-	-	6,750	6,639	(111)	7,500
	1,655,853	1,456,364	(199,488)	1,786,756	688,775	390,644	(298,131)	1,089,300	2,344,628	1,847,008	(497,619)	2,876,056

ENVIRONMENTAL

18 STORM SEWER	68,252	68,252	-	68,252					68,252	68,252	-	68,252
19 WASTE COLLECTION/DISPOSAL	88,750	89,727	977	95,961	-	-	-	-	88,750	89,727	977	95,961
20 RECYCLING	80,350	80,348	(2)	84,500	-	-	-	-	80,350	80,348	(2)	84,500
	237,352	238,327	974	248,714	-	-	-	-	237,352	238,327	974	248,714

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BROOKE-ALVINSTON COMBINED

OPERATIONS

CAPITAL

TOTAL BUDGET

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CLASSIFICATION	OPERATIONS				CAPITAL				TOTAL BUDGET			
	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
HEALTH												
21 HOSPITAL/CEMETERIES - DONATIONS	5,750	5,750	-	5,750			-		5,750	5,750	-	5,750
22 CEMETERY OPERATIONS	85,700	87,126	1,426	85,904	-	-	-	-	85,700	87,126	1,426	85,904
	91,450	92,876	1,426	91,654	-	-	-	-	91,450	92,876	1,426	91,654
RECREATION AND CULTURAL												
23 CANADA DAY	18,250	20,653	2,403	21,250	-	-	-	-	18,250	20,653	2,403	21,250
24 COMMUNITY CENTER / RECREATION	458,630	439,873	(18,757)	526,675	88,000	84,212	(3,788)	116,838	546,630	524,084	(22,546)	643,513
25 CC - CONCESSION/VENDING	1,500	2,837	1,337	3,500	-	-	-	-	1,500	2,837	1,337	3,500
26 INWOOD REC	6,930	7,708	778	8,266	35,000	53,888	18,888	34,058	41,930	61,596	19,666	42,324
27 LIBRARY - ALVINSTON	8,495	6,235	(2,260)	7,690	-	-	-	-	8,495	6,235	(2,260)	7,690
28 LIBRARY - INWOOD	6,685	4,031	(2,654)	5,313	-	-	-	-	6,685	4,031	(2,654)	5,313
	500,490	481,338	(19,152)	572,694	123,000	138,099	15,099	150,896	623,490	619,437	(4,053)	723,590
PLANNING AND DEVELOPMENT												
29 PLANNING & ZONING	35,000	24,515	(10,485)	16,500	-	-	-	-	35,000	24,515	(10,485)	16,500
30 COMMERCIAL INDUSTRIAL	13,000	7,286	(5,714)	12,250	-	-	-	-	13,000	7,286	(5,714)	12,250
31 POST OFFICE	48,000	41,071	(6,929)	40,000	-	-	-	-	48,000	41,071	(6,929)	40,000
32 AGRICULTURE & REFORESTATION	38,000	25,267	(12,733)	31,500	-	-	-	-	38,000	25,267	(12,733)	31,500
34 MUNICIPAL DRAIN WORK	470,000	667,601	197,601	470,000	-	-	-	-	470,000	667,601	197,601	470,000
35 TILE DRAIN LOANS	6,000	5,084	(916)	5,000	-	-	-	-	6,000	5,084	(916)	5,000
	610,000	770,824	160,824	575,250	-	-	-	-	610,000	770,824	160,824	575,250
OTHER/RESERVES												
36 RESERVES	25,000	25,000	-	20,718	62,188	137,188	75,000	-	87,188	162,188	75,000	20,718
37 RESERVE FUNDS		-	-	-			-		-	-	-	-
	25,000	25,000	-	20,718	62,188	137,188	75,000	-	87,188	162,188	75,000	20,718
38 TOTAL EXPENDITURES	4,484,399	4,335,659	(148,740)	4,711,356	1,403,963	1,171,186	(232,777)	1,687,696	5,888,362	5,506,844	(381,518)	6,399,052

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BROOKE-ALVINSTON COMBINED

OPERATIONS

CAPITAL

TOTAL BUDGET

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CLASSIFICATION	OPERATIONS				CAPITAL				TOTAL BUDGET				
	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
REVENUES													
FEES AND CHARGES													
39	GENERAL GOVERNMENT	11,200	17,967	6,767	16,800		-		11,200	17,967	6,767	16,800	
40	INSPECTIONS & CONTROL	45,500	52,143	6,643	44,500		-		45,500	52,143	6,643	44,500	
41	TRANSPORTATION	2,500	9,410	6,910	5,000		-		2,500	9,410	6,910	5,000	
42	WASTE COLLECTION & RECYCLING	-	899	899	-		-		-	899	899	-	
43	CEMETERY	85,700	87,126	1,426	85,904		-		85,700	87,126	1,426	85,904	
44	COMMUNITY CENTER - ALVINSTON	155,800	194,384	38,584	196,750		-		155,800	194,384	38,584	196,750	
45	CC - CONCESSION/VENDING	2,100	3,497	1,397	4,220		-		2,100	3,497	1,397	4,220	
47	CANADA DAY	13,250	15,403	2,153	16,000		-		13,250	15,403	2,153	16,000	
48	PLANNING FEES	9,500	10,254	754	9,000		-		9,500	10,254	754	9,000	
49	HANGING BASKETS/COMMUNITY GROUP	2,860	2,925	65	2,860		-		2,860	2,925	65	2,860	
50	POST OFFICE	60,000	51,815	(8,185)	50,000		-		60,000	51,815	(8,185)	50,000	
51	TREE PROGRAM	5,000	-	(5,000)	-		-		5,000	-	(5,000)	-	
52	MUNICIPAL DRAIN BILLINGS	330,000	491,147	161,147	330,000		-		330,000	491,147	161,147	330,000	
53	TILE DRAIN LOANS	6,000	5,084	(916)	5,000		-		6,000	5,084	(916)	5,000	
		729,410	942,056	212,646	766,034	-	-	-	729,410	942,056	212,646	766,034	
MUNICIPAL													
54	BROOKE FIRE RESCUE	48,528	46,236	(2,292)	52,301	75,200	77,402	2,202	61,600	123,728	123,638	(90)	113,901
56	COUNTY POLICING GRANT, etc.	11,910	11,910	-	11,910	-	-	-	-	11,910	11,910	-	11,910
57	DONATIONS	-	250	250	-	-	19,450	19,450	17,500	-	19,700	19,700	17,500
		60,438	58,396	(2,042)	64,211	75,200	96,852	21,652	79,100	135,638	155,248	19,610	143,311
ONTARIO FUNDING													
58	OCIF - GRANT	-	-	-	-	273,665	-	(273,665)	593,253	273,665	-	(273,665)	593,253
59	COVID & EFFICIENCY FUNDING	-	-	-	-	57,715	40,591	(17,124)	-	57,715	40,591	(17,124)	-
60	PROVINCIAL - ICIP - COVID-19	-	-	-	-	20,000	20,000	-	-	20,000	20,000	-	-
61	PROVINCIAL - Other	-	-	-	-	-	-	-	-	-	-	-	-
62	OMRFA DRAIN SUPERINTENDENT GRANT	15,000	12,302	(2,698)	15,000	-	-	-	-	15,000	12,302	(2,698)	15,000
63	OMAFRA - DRAIN SUBSIDY GRANTS	140,000	175,000	35,000	140,000	-	-	-	-	140,000	175,000	35,000	140,000
64	OMPF - GRANT	521,700	521,700	-	453,900	-	-	-	-	521,700	521,700	-	453,900
		676,700	709,002	32,302	608,900	351,380	60,591	(290,789)	593,253	1,028,080	769,593	(258,487)	1,202,153

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BROOKE-ALVINSTON COMBINED

OPERATIONS

CAPITAL

TOTAL BUDGET

CLASSIFICATION	OPERATIONS				CAPITAL				TOTAL BUDGET			
	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET	2022 BUDGET	2022 Projections	OVER (UNDER)	2023 BUDGET
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
CANADA FUNDING												
65 CANADA - ICIIP - COVID-19			-		80,000	80,000	-	-	80,000	80,000	-	-
66 FEDERAL - other			-		62,188	67,188	5,000	50,000	62,188	67,188	5,000	50,000
67 FEDERAL CCBF (formerly GAS TAX)					-	-	-	-	-	-	-	-
68 FEDERAL CANADA DAY	5,000	5,250	250	5,250					5,000	5,250	250	5,250
	5,000	5,250	250	5,250	142,188	147,188	5,000	50,000	147,188	152,438	5,250	55,250
OTHER												
69 LICENCES, PERMITS, RENTS	14,283	16,707	2,424	16,130			-		14,283	16,707	2,424	16,130
70 FINES AND PENALTIES	45,000	44,772	(228)	45,000			-		45,000	44,772	(228)	45,000
71 OTHER REVENUES	34,000	58,482	24,482	64,500			-		34,000	58,482	24,482	64,500
AREA RATINGS												
72 ALVINSTON AREA RATING	46,832	47,857	1,024	47,005			-		46,832	47,857	1,024	47,005
73 INWOOD AREA RATING	14,934	14,434	(500)	17,210			-		14,934	14,434	(500)	17,210
	61,766	62,291	524	64,216	-	-	-	-	61,766	62,291	524	64,216
RESERVES/RESERVE FUNDS/FINANCING												
74 RESERVES	409,150	82,953	(326,197)	324,432	215,000	135,000	(80,000)	441,800	624,150	217,953	(406,197)	766,232
75 OTHER			-		-	4,000	4,000	-	-	4,000	4,000	-
76 FINANCING			-		-	-	-	-	-	-	-	-
	409,150	82,953	(326,197)	324,432	215,000	139,000	(76,000)	441,800	624,150	221,953	(402,197)	766,232
TAXATION												
77 ADJUSTMENTS/WRITE-OFFS	(90,000)	(74,322)	15,678	(70,000)			-		(90,000)	(74,322)	15,678	(70,000)
78 SUPPLEMENTAL	20,000	18,374	(1,626)	20,000			-		20,000	18,374	(1,626)	20,000
79 UTILITY TRANSMISSION	15,000	15,407	407	15,000			-		15,000	15,407	407	15,000
	(55,000)	(40,541)	14,459	(35,000)	-	-	-	-	(55,000)	(40,541)	14,459	(35,000)
80 TOTAL REVENUES	1,980,747	1,939,367	(41,380)	1,923,673	783,768	443,631	(340,137)	1,164,153	2,764,515	2,382,998	(381,517)	3,087,825
81 NET EXPENDITURES OVER REVENUE	(2,503,652)	(2,396,292)	107,360	(2,787,684)	(620,195)	(727,555)	(107,360)	(523,543)	(3,123,847)	(3,123,846)	0	(3,311,227)
82 ADJUSTMENTS												
83 NET ADJUSTMENTS	-	-	-	-	-	-	-	-	-	-	-	-
84 TO BE RAISED BY TAXES									3,123,847	3,123,846	(0)	3,311,227
									Tax Increase	187,380		6.00%

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MUNICIPALITY OF BROOKE-ALVINSTON
2023 DRAFT CAPITAL PROPOSALS - DETAIL by DEPARTMENT

<u>DEPARTMENT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
GENERAL GOVERNMENT	CONSULTING	62,500	Update Asset Mgmt. plan- 50k FCM funding
		62,500	
BROOKE FIRE RESCUE	AIR PACKS	15,000	Cylinders (10)
	VEHICLE	330,000	Balance of new Truck
	YARD	20,000	Upgrade -Drainage, etc.
	EQUIPMENT	20,000	Other Equipment
		385,000	
PUBLIC WORKS	ROAD REHABILITATION	650,000	LaSalle Line West - Road Rebuild - using almost \$600k in OCIF funding
	ENGINEERING	5,000	LaSalle Box Culvert - Engineering
	CONSTRUCTION	-	Asphalt hill at the east end of LaSalle @ Sexton
	ENGINEERING	7,500	Railroad Street Engineering
	CONSTRUCTION	20,000	Sidewalks
	TRACTOR	7,500	Tractor upgrade
	PLOW TRUCK(S)	360,000	Truck Chassis & Plow, whole in 2023
	MISC EQUIPMENT	39,300	Bush hog ordered 2022 - 32,800, industrial forks 6,500
		1,089,300	
RECREATION & CULTURE	PARKS - MISC	12,000	Park bench (memorial) + Gravel for Dog Park Laneway
	PARKS - FENCING	11,988	fencing - only areas by pole barns and dog park gate
	PARKS - WASHROOMS	-	timed locks for washroom doors
	BUILDING - RENEWAL	9,500	Replace 5 doors
	BUILDING - FURNITURE	10,000	Tables/Chairs replacement
	BUILDING - EQUIPMENT	27,000	12k Oven; 5k C.O. Detectors; 10k arena sound?
	BUILDING - UPGRADES	10,000	Referee Room
	OUTDOOR - EQUIPMENT	21,350	Lawn Mower addition
	EXPANSION - ENGINEERING	15,000	Engineering commitment for expansion plans
	INWOOD - GROUNDS	22,000	Playground Soft Surface - applied for grant - total surface \$55k
	INWOOD - EQUIPMENT	12,058	Inwood Bleachers (only one)
		150,896	
TOTAL CAPITAL - TAXATION BUDGET		1,687,696	

MUNICIPALITY OF BROOKE-ALVINSTON
2023 RESERVE CONTRIBUTION/WITHDRAWAL PROPOSALS

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	2021 Actual	-----2022 Budgeted-----		2022 Projected		-----2023 Budgeted-----			
	<u>CLOSING</u>	<u>Contributions</u>	<u>Withdrawals</u>	<u>CLOSING</u>	<u>Adjustments</u>	<u>CLOSING</u>	<u>Contributions</u>	<u>Withdrawals</u>	<u>CLOSING</u>
RESERVES									
BUDGET SURPLUS	395,235	-	(397,000)	(1,765)	326,197	324,432	-	(324,432)	-
WORKING CAPITAL	874,612	-	-	874,612		874,612	-	(4,612)	870,000
ELECTION	9,000	-	(9,000)	-	-	-	5,000	-	5,000
GENERAL	475,000	-	-	475,000		475,000	-	-	475,000
MUNICIPAL BUILDING	40,000	-	-	40,000		40,000	-	-	40,000
BROOKE FIRE RESCUE	270,000	-	(135,000)	135,000	-	135,000	-	(135,000)	-
ROADS	464,282	25,000	(80,000)	409,282	155,000	564,282	15,718	(250,000)	330,000
COMMUNITY CENTER	75,000	62,188	-	137,188	-	137,188	-	(52,188)	85,000
CANNABIS IMPLEMENTATION	20,000	-	-	20,000		20,000	-	-	20,000
HOSPITAL/CEMETERY	3,150	-	(3,150)	-	-	-	-	-	-
ALVINSTON LIGHTING	5,000	-	-	5,000	-	5,000	-	-	5,000
TOTAL RESERVES	<u>2,631,279</u>	<u>87,188</u>	<u>(624,150)</u>	<u>2,094,317</u>	<u>481,197</u>	<u>2,575,514</u>	<u>20,718</u>	<u>(766,232)</u>	<u>1,830,000</u>
Deferred Revenue (Restricted Grants)									
Ontario Community Infrastructure Fund (OCIF)	-	273,665	(273,665)	-	278,538	278,538	314,715	(593,253)	-
Canada Community Benefit Fund (CCBF - formerly Gas Tax)	<u>150,724</u>	<u>81,370</u>	<u>-</u>	<u>232,094</u>	<u>-</u>	<u>232,094</u>	<u>89,074</u>	<u>-</u>	<u>321,168</u>
TOTAL DEFERRED REVENUE	<u>150,724</u>	<u>355,035</u>	<u>(273,665)</u>	<u>232,094</u>	<u>278,538</u>	<u>510,631</u>	<u>403,789</u>	<u>(593,253)</u>	<u>321,168</u>
GRAND TOTAL	<u>2,782,003</u>	<u>442,223</u>	<u>(897,815)</u>	<u>2,326,411</u>	<u>759,735</u>	<u>3,086,145</u>	<u>424,507</u>	<u>(1,359,485)</u>	<u>2,151,168</u>

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