



AGENDA

Council Meeting

4:30 PM - Thursday, September 28, 2023
Municipal Office

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2. DISCLOSURE OF PECUNIARY INTEREST	
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8. BY-LAWS

9. NEW BUSINESS

10. CLOSED SESSION

11. RISE AND REPORT

12. BY-LAW CONFIRMING PROCEEDINGS

13. ADJOURNMENT



MINUTES

Council Meeting

4:30 PM - Thursday, September 14, 2023
Municipal Office

The Council of the Municipality of Brooke-Alvinston was called to order on Thursday, September 14, 2023, at 4:30 PM, in the Municipal Office, with the following members present:

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

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

Regrets:

1 CALL TO ORDER

The Mayor called the meeting to order at 4:30 p.m..

2 DISCLOSURE OF PECUNIARY INTEREST

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

3 MINUTES

a) Regular Council Meeting Minutes of August 10, 2023

RESOLUTION-2023-295

Deputy Mayor Frank Nemcek made a motion that the minutes of August 10, 2023 be approved as presented without error or omission. Councillor Craig Sanders seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

Councillor Redick inquired about provincial help for the storm damage similar to Warwick's declaration. She was advised that there is certain criteria to obtain help and staff are compiling the information and will advise if we meet the criteria.

Councillor Nemcek asked for an update on the delegation at AMO made by the Mayor and Councillor McCabe.

5 DELEGATIONS & TIMED EVENTS

6 CORRESPONDENCE

a) Municipal Correspondence

RESOLUTION-2023-296

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

Carried

b) Request for Support: Town of Grimsby

RESOLUTION-2023-297

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston receive and support the request from the Town of Grimsby in requesting the federal government to establish a guaranteed livable income. Councillor Craig Sanders seconded the motion.

Carried

- c) Request for Support: Township of Emo

RESOLUTION-2023-298

Councillor Don McCabe made a motion that the Council of the Township of Brooke-Alvinston receive and file the request for support from the Township of Emo on black ash tree classification under the endangered species act. Councillor Jenny Redick seconded the motion.

Carried

- d) Request for Support: Township of Severn

RESOLUTION-2023-299

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston receive and file the request from the Township of Severn in reference to Climate Emergency Just Transition Transfer. Councillor Jenny Redick seconded the motion.

Carried**7 STAFF REPORTS**

- a) **Planner's Report:** Kucera Site Plan

RESOLUTION-2023-300

Councillor Craig Sanders made a motion that Council support the site plan agreement as presented for 3312 Nauvoo Road. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- b) **Drainage Superintendent's Report:** Proposal to amend the McEachren Drain Engineer's Report

RESOLUTION-2023-301

Deputy Mayor Frank Nemcek made a motion that Council approve the amended report on the McEachren Drain and authorizes the By-law to be passed. Councillor Craig Sanders seconded the motion.

Carried

- c) **Drainage Superintendent's Report - Drain Maintenance Requests**

RESOLUTION-2023-302

Councillor Craig Sanders made a motion that the requests for maintenance on the: Pray Drain, Dolbear-McKellar Drain, Gray Drain #1, Gray Dolbear Drain and Moffatt Lucas Drain be referred to the Drainage Superintendent with the power to act. Councillor Jenny Redick seconded the motion.

Carried

- d) **Drainage Superintendent's Report**

RESOLUTION-2023-303

Deputy Mayor Frank Nemcek made a motion that the Council of the Municipality of Brooke-Alvinston approve that Bruce Poland and Sons complete the work for culvert replacements based on time and material rates;

and appoint R. Dobbin Engineering under section 78 of the Drainage Act to complete a new report on the Stewart Drain for culvert replacements. Councillor Craig Sanders seconded the motion.

Carried

- e) **Parks & Recreation Manager's Report:** Arena Sound System

RESOLUTION-2023-304

Councillor Craig Sanders made a motion that the quote from Music City in the amount of \$14,342.49 (including tax) (plus additional \$1300 estimate) be approved for improvements to the arena sound system. Councillor Jenny Redick seconded the motion.

Carried

- f) **Treasurer's Report:** Budgeted Donation to Hospital Foundation(s)

RESOLUTION-2023-305

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston contribute \$5,000 (budgeted) funds to Four Counties Health Services and consider a similiar donation in 2024 to be split between Four Counties and CEEH (Petrolia) depending on interest. Councillor Jenny Redick seconded the motion.

Carried

- g) **Treasurer's Report:** Accounts Payable Listing - August 2023

RESOLUTION-2023-306

Councillor Jenny Redick made a motion that Council receive and file the Accounts Payable Listing for August 2023. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- h) **Clerk Administrator's Report:** Surplus Dwelling-LaSalle Line

RESOLUTION-2023-307

Councillor Craig Sanders made a motion that the Council of the Municipality of Brooke-Alvinston approve the use of the existing dwelling at 7830 LaSalle Line by Cindy & Daniel Minten for a 6 month period beginning October 1, 2023 while a new dwelling is being constructed; and that a security deposit of \$500 be remitted to the Municipal Office prior to the issue of the building permit; and that the security deposit be held by the Municipality until the construction is complete, the demolition permit obtained and occupancy issued. Councillor Don McCabe seconded the motion.

Carried

- i) **Clerk Administrator's Report:** Optimist Project - Dressing Room

Councillor Nemcek declared a conflict of interest as an Optimist member and did not participate or vote on the matter.

RESOLUTION-2023-308

Councillor Jenny Redick made a motion that staff be directed to prepare an agreement between the Municipality and the Alvinston & District Optimist Club for the Optimist Club Dressing Room Project (approved drawings from July 7, 2023) and present to Council and the Optimist Club for consideration. Councillor Craig Sanders seconded the motion.

Carried

- j) **Clerk Administrator's Report:** Alvinston Optimist / Killer Bee Request

Councillor Nemcek declared a conflict of interest as an Optimist member and did not participate or vote on the matter.

RESOLUTION-2023-309

Councillor Don McCabe made a motion that approval be granted to allow the Alvinston Optimist Club to permit liquor sales in the BAICCC for the Alvinston Killer Bees games and other Alvinston Optimist Club functions provided they adhere to all current Liquor License and Control Act of Ontario regulations and municipal insurance requirements to be outlined in an operating agreement. Councillor Craig Sanders seconded the motion.

Carried

k) Clerk Administrator's Report: 2023 Alvinston Christmas Celebration

The Optimist Club were requested to advise the Public Works Superintendent on the number of floats two weeks prior to the parade to determine if the determined closed roadway is sufficient.

RESOLUTION-2023-310

Councillor Craig Sanders made a motion that with gratitude, the Council of the Municipality of Brooke-Alvinston grant permissions to the Alvinston Optimist Club to host the 2023 Alvinston Christmas Celebration on December 2, 2023 and authorize closure of River Street from Railroad to Centre St.

And that the Alvinston Optimist Club be allowed to use an off road vehicle(s) in the urban areas specified during the event and for parade purposes only;

And that the public be alerted to the road closures and detours with assistance from the Municipality (website, bee sign and signage);

And that a copy of the clubs insurance naming the municipality as additionally insured be provided prior to the event. Councillor Don McCabe seconded the motion.

Carried

l) Clerk Administrator's Report: Draft Animal Services Contract

RESOLUTION-2023-311

Councillor Jenny Redick made a motion that the Council of the Municipality of Brooke-Alvinston approve in principle, entering into an Animal Services Contract with the Sarnia Humane Society. Deputy Mayor Frank Nemcek seconded the motion.

Carried

m) Clerk Administrator's Report: Truth & Reconciliation Day / Floating Holiday

RESOLUTION-2023-312

Councillor Jenny Redick made a motion that the Municipality approve the addition of a floating holiday for FT employees that can be used throughout the year including National Truth & Reconciliation Day (Sept. 30) and that this revision be effective to the HR Policy January 1, 2024. Councillor Don McCabe seconded the motion.

Carried

n) Public Works Superintendent's Report: Lasalle Line rebuild

RESOLUTION-2023-313

Councillor Craig Sanders made a motion that Council authorize Administration to work with the low tender of McKenzie & Henderson to haul crushed gravel to the Municipality for stockpiling purposes and delay the LaSalle Line (west of

Nauvoo Road) road base rebuilding to 2024. Councillor Jenny Redick seconded the motion.

Carried

- o) Community Improvement Plan

RESOLUTION-2023-314

Councillor Don McCabe made a motion that Council approve the Grant Application from Cooper Local Properties Inc. for façade improvements to 3221 River Street, Alvinston and agree to provide Cooper Local Properties Inc. with the grant(s) of \$4,500.00, since Cooper Local Properties Inc. complies with the requirements of the program; and that the excess that was not budgeted be referred to the 2024 budget. Deputy Mayor Frank Nemcek seconded the motion.

Carried

8 BY-LAWS

- a) By-law 42 of 2023 - Site Plan Approval -Kucera

RESOLUTION-2023-315

Councillor Jenny Redick made a motion that By-law 42 of 2023 be read a first, second and third time and finally passed this 14th day of September, 2023. Councillor Craig Sanders seconded the motion.

Carried

- b) By-law 43 of 2023 - Amending By-law to amend the McEachren Drain Report

RESOLUTION-2023-316

Councillor Craig Sanders made a motion that By-law 43 of 2023 be read a first, second and third time and finally passed this 14th day of September, 2023. Councillor Jenny Redick seconded the motion.

Carried

9 NEW BUSINESS

- a) Notice of Motion - Councillor Nemcek

RESOLUTION-2023-317

Deputy Mayor Frank Nemcek made a motion that Brooke-Alvinston request the St. Clair Region Conservation Authority take demolition of Campbell House off the table for a period of three years while every feasible avenue is pursued to restore and maintain this valuable heritage asset for the use and enjoyment of the community. This should include: 1) clarification of the legislative and financial accountability for the maintenance and restoration of Campbell House (any pending MOU between Municipality and SCRCA); 2) exploration of options for raising funds (donations, memberships, grants) by the Friends of Campbell Park; 3) development with the help of a heritage consultant of a three to five-year plan to complete most urgent repairs to Campbell House, as well as a ten-year plan for full restoration and ongoing maintenance. Councillor Jenny Redick seconded the motion.

Carried

- b) Letter to Council: AW Conservation Area

RESOLUTION-2023-318

Deputy Mayor Frank Nemcek made a motion that the letter from the SCRCA requesting Council consider demolition of the Campbell House be tabled and staff discuss with the insurance provider the ramifications of deferring the

demolition with the submitted Engineer's report in hand recommending demolition. Councillor Craig Sanders seconded the motion.

Carried

- c) Letter from the Alvinston Killer Bees Hockey Club

RESOLUTION-2023-319

Councillor Don McCabe made a motion that staff be directed to present a report at the next session of Council related to the drafted advertising proposal. Councillor Craig Sanders seconded the motion.

Carried

- d) BAICCC Flag replacement

The Parks & Recreation Manager noted the flags outside of the BAICCC suffered damage during the windstorm and quotes were received for replacement. The new design of build does not allow for the planter boxes design as they currently sit. A recommendation was to downsize to 1 flag pole and place bollards by the front entry. Staff agreed to work on more options to present.

- e) Councillor Redick read the comments received from the Integrity Commissioner dealing with her resignation from the Optimist Club. It was determined that since her resignation, she has no perceived conflict but should remain unbiased in her future voting.

She confronted the Mayor on comments she heard and alleged coercion to not vote when questioned if she had a conflict of interest after her Optimist Club resignation.

- f) Frank Nemcek inquired when the Durham subdivision would begin and the cleanup by the Public Works crew on Mike Oke's lot
- g) Jenny Redick inquired about a follow up to an email from a resident. The Clerk Administrator was not included in the email but received it from a Councillor after; she stated she understood all of Council spoke to the resident regarding the email.

10 CLOSED SESSION

11 RISE AND REPORT

12 BY-LAW CONFIRMING PROCEEDINGS

- a) By-law 44 of 2023 - Confirming By-law

RESOLUTION-2023-320

Deputy Mayor Frank Nemcek made a motion that By-law 44 of 2023 be read a first, second and third time and finally passed this 14th day of September 2023. Councillor Craig Sanders seconded the motion.

Carried

13 ADJOURNMENT

Clerk-Administrator

Mayor

SCHEDULE OF ASSESSMENT

To replace the access culvert to part E1/2 Lot 17, Concession 5 and update the drainage area.

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
Agricultural Lands								
4	S1/2 L16 & S1/4W1/2 L17	10.30	10-196	J. Luhovy		71.00	71.00	10.30
	N3/4W1/2 L17	30.86	10-199	J. & S. Vaskor		212.00	212.00	30.86
	E1/2 L17	40.66	10-200	J. Luhovy c/o Ken McKenzie		279.00	279.00	40.66
	Pt. W1/2 L18	40.65	10-201	J. & E. Kerrigan		279.00	279.00	40.65
5	Pt. W1/2 L 17	36.42	30-012	1152513 Ontario Ltd.	7,295.00	250.00	250.00	36.42
	E Pt. L17	37.96	30-013	D. MacKellar		2,038.00	9,333.00	37.96
	S1/4 L18	20.53	30-015	J. & P. Vaskor		1,102.00	1,102.00	20.53
	N1/2S1/2 L18	19.27	30-016	L. Lightfoot		1,035.00	1,035.00	19.27
	W1/2S1/2N1/2 L18	10.21	30-017	M. Podolinsky		548.00	548.00	10.21
	Ept.S1/2N1/2 L18	7.69	1-200	M. Podolinsky		413.00	413.00	7.69
	pt.Npt.E1/2 L18	0.86	1-221	D. Kucera		46.00	46.00	0.86
	pt.N1/2 L19	1.60	1-375	W. & T. Douglas		86.00	86.00	1.60
	Total Benefit				7,295.00	6,359.00	13,654.00	
	Total Outlet					6,359.00		
	Total - Agricultural Lands							13,654.00

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
Non Agricultural Lands								
4	Pt. W1/2 L18	0.46	1-20101	C. Wilson		46.00	46.00	0.86
5	E Pt. L17	0.75	30-01305	A. Earl	7,295.00	62.00	7,357.00	1.15
	Pt. N1/2S1/2 L18	0.62	30-01601	R. & B. McKellar		55.00	55.00	1.02
	pt.E1/2 L18	2.32	1-280	Municipality of Brooke-Alvinston		146.00	146.00	2.72
	pt.E1/2 L18	7.26(5.80)	30-018	D. & B. Lightfoot		234.00	234.00	4.36
	pt.E1/2 L18	5.60(1.07)	1-210	D. & B. Lightfoot		294.00	294.00	5.47
	pt.E1/2 L18	0.14	1-256	R. Kinna		29.00	29.00	0.54
	pt.E1/2 L18	0.14	1-255	S. Shields		29.00	29.00	0.54
	pt.E1/2 L18	0.30	1-250	J. Baldwin		38.00	38.00	0.70
	pt.N1/4 L18	1.50	1-220	Hydro One Networks Inc.		102.00	102.00	1.90
	pt.N1/4 L19	0.77	1-400	D. Tait		63.00	63.00	1.17
	pt.N1/4 L19	0.26	1-403	S. Soulliere		35.00	35.00	0.66
	pt.N1/4 L19	0.24	1-402	J. Soulliere		34.00	34.00	0.64
	pt.N1/4 L19	0.25	1-401	Tricube Investment Group Ltd.		35.00	35.00	0.65
West side of Nauvoo Road								
5	pt.N1/4 L18	0.48	1-242	Kucera Farm Supply Limited		77.00	77.00	0.88
6	pt. L18	0.14	1-040	Kucera Farm Supply Limited		29.00	29.00	0.54
	pt. L18	0.14	1-039	A. Lampman		29.00	29.00	0.54
	pt. L18	0.23	1-038	E. Martin		34.00	34.00	0.63
	pt. L18	0.07	1-036	D. Cullen		25.00	25.00	0.47

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
Non Agricultural Lands (cont'd)								
South side of Railroad Street West								
5	pt. L18	0.11	1-22502	L. Johnston		27.00	27.00	0.51
	pt. L18	0.12	1-225	D. Kettlewell		28.00	28.00	0.52
	pt. L18	0.07	1-228	H. Van Den Berge		25.00	25.00	0.47
	pt. L18	0.16	1-229	A. Calvank		30.00	30.00	0.56
	pt. L18	0.15	1-231	R. Farley		30.00	30.00	0.55
	pt. L18	0.06	1-232	D. Kucera		25.00	25.00	0.46
	pt. L18	0.27	1-23201	M. Rumleski		36.00	36.00	0.67
	pt. L18	0.13	1-233	R. Durham		28.00	28.00	0.53
	pt. L18	0.12	1-237	L. Coates		28.00	28.00	0.52
	pt. L18	0.18	1-239	Kucera Farm Supply Limited		31.00	31.00	0.58
East side Nauvoo Road								
5	pt. L19	0.28	1-301	E. Loeffler		37.00	37.00	0.68
6	pt. L19	0.23	1-044	Kucera Farm Supply Limited		49.00	49.00	0.63
	pt. L19	0.35	1-045	Kucera Farm Supply Limited		75.00	75.00	0.75
South side of Mill Street								
5	pt. L19	0.07	1-305	E. Loeffler		25.00	25.00	0.47
	pt. L19	0.07	1-306	Municipality of Brooke-Alvinston		25.00	25.00	0.47
	pt. L19	0.24	1-310	Municipality of Brooke-Alvinston		34.00	34.00	0.64
	pt. L19	0.04	1-309	K. McKenzie		24.00	24.00	0.44

Schedule of Assessment (cont'd)

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
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Non Agricultural Lands (cont'd)

South side of Railroad Street East

6	pt. L19	0.13	1-311	Kucera Farm Suply Limited		28.00	28.00	0.53
	pt. L19	0.08	1-313	P. Smolders		26.00	26.00	0.48
	pt. L19	0.10	1-315	D. Taylor		27.00	27.00	0.50
	pt. L19	0.08	1-316	D. Taylor		26.00	26.00	0.48
	pt. L19	0.10	1-317	J. Bryans		27.00	27.00	0.50
	pt. L19	0.13	1-318	E. Armstrong		28.00	28.00	0.53
	pt. L19	0.15	1-320	E. Armstrong		30.00	30.00	0.55

North side of Railroad Street East

6	pt. L19	0.10	1-059	J. Hannon		27.00	27.00	0.50
	pt. L19	0.09	1-058	J. Hannon		26.00	26.00	0.49
	pt. L19	0.09	1-057	R. Benstead		26.00	26.00	0.49
	pt. L19	0.09	1-056	D. Shufflebotham		26.00	26.00	0.49
	pt. L19	0.17	1-061	R. Smith		31.00	31.00	0.57
	pt. L19	0.08	1-071	L. Anderson		26.00	26.00	0.48
	pt. L19	0.08	1-070	C. White		26.00	26.00	0.48
	pt. L19	0.16	1-073	Bell Canada		30.00	30.00	0.56
	pt. L19	0.07	1-089	L. Welch		25.00	25.00	0.47
	pt. L19	0.14	1-087	L. Welch		29.00	29.00	0.54
	pt. L19	0.15	1-085	K. Cadman		30.00	30.00	0.55

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
Non Agricultural Lands (cont'd)								
South side of Centre Street								
6	pt. L19	0.24	1-050	Kucera Farm Supply Limited		35.00	35.00	0.64
	pt. L19	0.16	1-051	N. McCann		30.00	30.00	0.56
	pt. L19	0.09	1-052	J. MacDonald		26.00	26.00	0.49
	pt. L19	0.09	1-053	C. Wilson		26.00	26.00	0.49
	pt. L19	0.14	1-064	B. Dupuis		29.00	29.00	0.54
	pt. L19	0.11	1-066	L. Bettencourt		28.00	28.00	0.51
	pt. L19	0.08	1-067	S. Hinz		26.00	26.00	0.48
	pt. L19	0.08	1-076	J. MacDougall		26.00	26.00	0.48
	pt. L19	0.09	1-077	A. Spruyt		26.00	26.00	0.49
	pt. L19	0.12	1-078	K. Mitchell		28.00	28.00	0.52
	pt. L19	0.12	1-079	D. Fuciarelli		28.00	28.00	0.52
North side of Railroad Street West								
6	pt. L19	0.13	1-020	C. Lightfoot		29.00	29.00	0.53
	pt. L19	0.06	1-022	M. Oke		25.00	25.00	0.46
	pt. L19	0.07	1-031	F. Ross		25.00	25.00	0.47
	pt. L19	0.15	1-042	S. Knight		30.00	30.00	0.55
	pt. L19	0.14	1-040	Kucera Farm Supply		29.00	29.00	0.54

Schedule of Assessment (cont'd)

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
Non Agricultural Lands (cont'd)								
West side of Lovell Street								
	pt. L19	0.10	1-055	M. Mellis		27.00	27.00	0.50
	pt. L19	0.10	1-054	R. Bressette		27.00	27.00	0.50
	pt. L19							
East side of Lovell Street								
6	pt. L19	0.17	1-062	R. Baverstock		31.00	31.00	0.57
West side of Henry Street								
6	pt. L19	0.09	1-069	E. Cumming		26.00	26.00	0.49
	pt. L19	0.09	1-068	J. McGivern		26.00	26.00	0.49
East side of Henry Street								
6	pt. L19	0.11	1-074	D. Shildrick		27.00	27.00	0.51
	pt. L19	0.10	1-075	J. MacDougall		27.00	27.00	0.50
West side of Walnut Street								
6	pt. L19	0.17	1-083	S. Lilley		31.00	31.00	0.57
	pt. L19	0.10	1-082	C. Vandebroek		27.00	27.00	0.50
	pt. L19	0.10	1-081	N. Humphrey		27.00	27.00	0.50

Conc.	Lot or Part	Affected Hectares	Roll No.	Owner	Benefit	Outlet	Total	Equivalent Ha
Non Agricultural Lands (cont'd)								
East side of Walnut Street								
6	pt. L19	0.21	1-090	B. Goss		33.00	33.00	0.61
	pt. L19	0.14	1-092	M. Tizzard		29.00	29.00	0.54
	pt. L19	0.15	1-094	C. Borrowman		30.00	30.00	0.55
South side of Millpond Avenue								
5	pt. L19	4.07	1-425	Tricube Investment Group Ltd.		240.00	240.00	4.47
	pt. L19	0.44	1-502	J. Searson		45.00	45.00	0.84
	pt. L19	0.29	1-516	W. Wilson		37.00	37.00	0.69
	pt. L19	0.06	1-520	R. Henderson		25.00	25.00	0.46
North side of Francis Street								
5	pt. L19	0.23	1-501	D. Searson		34.00	34.00	0.63
	pt. L19	0.22	1-508	J. Warden		33.00	33.00	0.62
	pt. L19	0.15	1-512	J. MacDonald		30.00	30.00	0.55
	pt. L19	0.2	1-530	R. Hathaway		30.00	30.00	0.55
	pt. L19	0.3	1-525	W. Wilson		37.00	37.00	0.69

Schedule of Assessment (cont'd)

Conc.	Lot or Part	Affected Hecatares	Roll No.	Owner	Special Benefit	Benefit	Outlet	Total	Equivalent Ha
Public Lands: Roads (cont'd)									
	Walnut Street	0.17		Municipality of Brooke-Alvinston			37.00	37.00	
				Total Special Benefit	1,400.00	4,960.00	1,948.00	8,308.00	
				Total Benefit	4,960.00				
				Total Outlet	<u>1,948.00</u>				
				Total - Public Lands: Roads	8,308.00				
				Total - Non-Agricultural Lands	11,121.00				
				Total - Agricultural Lands	<u>13,654.00</u>				
				Total Assessment	\$33,083.00				

SCHEDULE OF ASSESSMENT

To construct a covered drain from the east side of the W1/2 Lot 11 west to an outlet to Cherry Creek on the west side of the W1/2 Lot 11.

Conc.	Lot or Part	Affect. Hect.	Roll No.	Owner	Special Benefit	Benefit	Outlet	Total	eq. ha.
Agricultural Lands:									
1	W1/2 L11	2.58*	10-031	E. Morwood	2,970.00	12,426.00	1,265.00	16,661.00	1.74
	Npt.E1/2 L11 & Npt.W1/2 L12	32.81	10-03201	Premier Swine Genetics Ltd.		2,980.00	23,855.00	26,835.00	32.81
	Npt.E1/2 L12	6.45*	10-033	G. Howes-Parkins			3,170.00	3,170.00	4.36
2	W1/2 L18	13.36*	10-089	R. Van Damme			6,566.00	6,566.00	9.03
				Total Special Benefit	2,970.00	15,406.00	34,856.00	53,232.00	
				Total Benefit	15,406.00				
				Total Outlet	34,856.00				
				Total Agricultural Lands	53,232.00				
Public Lands: Roads									
	Ebenezer Road	0.49		Municipality of Brooke Alvinston			1,069.00	1,069.00	1.96
				Total Benefit		0.00	1,069.00	1,069.00	
				Total Outlet		1,069.00			
				Total Public Lands: Roads		1,069.00			
				Total Agricultural Lands		53,232.00			
				Total Assessment		\$54,301.00			

September 6, 2023

Township of Brooke,

Attention Clerk Janet Denkers,

Re: Morwood Petition drain:

I understand that a meeting to review the costs of each participant, with regard to the Morwood Petition drain, will be held in September. In case I am not able to attend, due to being out of town, I ask the committee to consider lowering my costs as applied to the installation of the drain and other costs including benefits of installing the drain and the berm. I have almost no lands in the area that drains into the proposed municipal drain. I also will be installing further tile on my property to deal with any waters that may be on my lands. While some benefits have been attributed to me because of surface runoff from the east, I want to remind the committee that a great deal of the water coming from the east is through at least 2 outlets in the Molzan property with a diameter of up to 16 inches of capacity, feeding the subsurface waters onto my lands to the west. I feel that more cost should be born by the Molzan property because so much of the water is coming from subsurface drainage onto my property to the west.

I appreciate the committee taking the time to hear my requests and I look forward to the ultimate decision to award costs to each of the four land owners' property with regard to the Morwood petition drain

Yours truly

Earl Morwood

West ½ Lot 11, Brooke Township



4218 Oil Heritage Road
 Petrolia, Ontario, N0N 1R0
 Phone: (519) 882-0032 Fax: (519) 882-2233
 www.dobbineng.com

July 20, 2023

The Mayor and Council
 Municipality of Brooke Alvinston
 3236 River Street
 Alvinston, Ontario
 N0N 1A0

Gentlemen & Mesdames:

Re: Edgar Podolinsky Drain Extension

In accordance with your instructions, we have undertaken an examination of the Edgar Podolinsky Drain in order to incorporate the existing road ditch as a municipal drainage works and to make improvements to the existing channel. The drainage works is generally located in Lots 11 and 12, Concession 11, in the Municipality of Brooke Alvinston.

Authorization under the Drainage Act

This is an Engineers Report that has been prepared under section 4 of the Drainage Act as per a petition submitted by an interested Landowner.

A petition for the drainage, by means of a drainage works, of an area requiring drainage may be filed with the Municipality in which an area is situate by,

- a) the majority in number of the owners including the owners of any roads in the area.
- b) the owner or owners of lands in the area representing at least 60% of the hectarage in the area.
- c) where the drainage works is required for a road or part thereof.

The drainage area is the area that contributes surface and/or subsurface water to the drainage works. The area requiring drainage is defined as that area that is low lying or dish shaped where surface waters and/or subsurface waters collect and would benefit from the improved drainage. The area requiring drainage lies within the southeast quarter of Lot 12, Concession 11. The Owner of the southeast quarter of Lot 12, Concession 11

has signed a petition for a drainage works as he needs outlet for his tile main. The petition represents the majority of the land area in the area requiring drainage. This petition complies with section 4(1)(b) of the Drainage Act requiring the Owner or Owners representing the majority of the Owners in the area requiring drainage to sign the petition for drainage.

Existing Drainage

The Edgar Podolinsky Drain was constructed under an engineer's report dated August 18, 2000. The drainage works consists of a covered drain that extends from an outlet to the 10/11 Concession Road Drain on the east side of Little Ireland Road east along the north side of Petrolia Line for a distance of approx. 912 metres to a point just east of the centre line of Lot 11, Concession 11. It consists of 450 mm dia., 400 mm dia. and 350 mm dia. concrete tile.

It provides outlet for the road ditch along the north side of Petrolia Line extending east to the west side of Ebenezer Road.

Onsite Meeting

An onsite meeting was held on April 4, 2016. The owners of the SW1/4 and SE1/4 Lot 12 are to replace a tile main that outlets to the road ditch approx. 333 metres east of the top end of the current Edgar Podolinsky Drain. They have requested that the existing road ditch be deepened and improved to provide sufficient outlet downstream to the current Edgar Podolinsky Drain. It was also requested that a catchbasin be installed in the road ditch at the head of the current Edgar Podolinsky Drain.

The County has plans to widen the road allowance and realign the road ditch. The road ditch is to be incorporated after construction is complete.

Discussion

The road ditch work was completed by the County and appeared to be working well. Over time, the outlet of the existing tile main and the field access (old railroad track) has become an issue. The main is has no freeboard and the access culvert is full of water.

Recommendations

It is therefore recommended that the following work be carried out:

1. The existing channel extending from the east end of the Edgar Podolinsky Drain east to approx. sta. 0+406 (outlet of tile main from SW1/4 Lot 12) shall be incorporated as a municipal drainage works.
2. A catchbasin shall be installed in the channel at the head of the existing Edgar Podolinsky Drain. The exact location of the head of the Edgar Podolinsky Drain shall be established at the time of construction.
3. The existing culvert at sta. 0+399 shall be removed from the channel.
4. The existing channel from the outlet of the tile main shall be regraded downstream from sta. 0+406 to approx. sta. 0+303 (upstream end of field access culvert), a distance of approx. 93 metres.
5. Erosion protection is to be placed at the outlet of the tile main at sta. 0+406.

Design

Major agricultural and residential culverts are usually designed to provide outlet for a 1 in 2 year storm. Road culverts are usually designed to provide outlet for a 1 in 10 year storm.

Estimate of Cost

It is recommended that the work be carried out in accordance with the accompanying Specification of Work and the Profile, which form part of this Report. There has been prepared an Estimate of Cost in the amount of \$20,393.00, including the cost of engineering. A Plan has been prepared showing the location of the work and the approximate drainage area.

Assessment

As per section 21 of the Drainage Act, the Engineer in his report shall assess for benefit and outlet for each parcel of land and road liable for assessment.

Lands, roads, buildings, utilities, or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance, or repair of a drainage works may be assessed for benefit. (Section 22)

Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse may be assessed for outlet. The assessment for outlet shall be based on the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments. (Section 23)

The Engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. (Section 24)

A Schedule of Assessment for lands and roads affected by the work and therefore liable for the cost thereof has been prepared as per the Drainage Act. Any affected public utility or road authority shall be assessed, as per section 26 of the Drainage Act, any increased costs for the removal or relocation of any of its facilities and plant that may be necessitated by construction or future maintenance and repair work. The cost of any fees for permits or approvals or any extra work required by any affected utility, road authority, conservation authority, ministry, government agency, etc., federal or provincial, shall be assessed to that organization requiring the permit, approval, or extra work.

The catchbasin has been assessed as outlet assessment to upstream properties. The removal of the existing culvert has been assessed with 50% assessed as benefit assessment to the Road Authority and 50% to upstream owners as outlet assessment based on equivalent hectares. The channel improvements has been assessed as benefit assessment to the Road Authority and outlet assessment to upstream properties.

Any extra cost for traffic control shall be assessed to the Road Authority having jurisdiction.

Allowances

Under section 29 of the Drainage Act, the Engineer in his report shall estimate and allow in money to the Owner of any land that it is necessary to use for the construction or improvement of a drainage works or for the disposal of material removed from a drainage works. This shall be considered an allowance for right of way.

Under section 30 of the Drainage Act, the Engineer shall determine the amount to be paid to persons entitled thereto to damage, if any, to ornamental trees, fences, land, and crops occasioned by the disposal of material removed from a drainage works. This shall be considered an allowance for damages.

Recommendations

It is therefore recommended that the following work be carried out:

1. The existing channel extending from the east end of the Edgar Podolinsky Drain east to approx. sta. 0+406 (outlet of tile main from SW1/4 Lot 12) shall be incorporated as a municipal drainage works.
2. A catchbasin shall be installed in the channel at the head of the existing Edgar Podolinsky Drain. The exact location of the head of the Edgar Podolinsky Drain shall be established at the time of construction.
3. The existing culvert at sta. 0+399 shall be removed from the channel.
4. The existing channel from the outlet of the tile main shall be regraded downstream from sta. 0+406 to approx. sta. 0+303 (upstream end of field access culvert), a distance of approx. 93 metres.
5. Erosion protection is to be placed at the outlet of the tile main at sta. 0+406.

Design

Major agricultural and residential culverts are usually designed to provide outlet for a 1 in 2 year storm. Road culverts are usually designed to provide outlet for a 1 in 10 year storm.

Estimate of Cost

It is recommended that the work be carried out in accordance with the accompanying Specification of Work and the Profile, which form part of this Report. There has been prepared an Estimate of Cost in the amount of \$20,288.00, including the cost of engineering. A Plan has been prepared showing the location of the work and the approximate drainage area.

Assessment

As per section 21 of the Drainage Act, the Engineer in his report shall assess for benefit and outlet for each parcel of land and road liable for assessment.

Lands, roads, buildings, utilities, or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance, or repair of a drainage works may be assessed for benefit. (Section 22)

Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse may be assessed for outlet. The assessment for outlet shall be based on the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments. (Section 23)

The Engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. (Section 24)

A Schedule of Assessment for lands and roads affected by the work and therefore liable for the cost thereof has been prepared as per the Drainage Act. Any affected public utility or road authority shall be assessed, as per section 26 of the Drainage Act, any increased costs for the removal or relocation of any of its facilities and plant that may be necessitated by construction or future maintenance and repair work. The cost of any fees for permits or approvals or any extra work required by any affected utility, road authority, conservation authority, ministry, government agency, etc., federal or provincial, shall be assessed to that organization requiring the permit, approval, or extra work.

The catchbasin has been assessed as outlet assessment to upstream properties. The removal of the existing culvert has been assessed with 50% assessed as benefit assessment to the Road Authority and 50% to upstream owners as outlet assessment based on equivalent hectares. The channel improvements has been assessed as benefit assessment to the Road Authority and outlet assessment to upstream properties.

Any extra cost for traffic control shall be assessed to the Road Authority having jurisdiction.

Allowances

Under section 29 of the Drainage Act, the Engineer in his report shall estimate and allow in money to the Owner of any land that it is necessary to use for the construction or improvement of a drainage works or for the disposal of material removed from a drainage works. This shall be considered an allowance for right of way.

Under section 30 of the Drainage Act, the Engineer shall determine the amount to be paid to persons entitled thereto to damage, if any, to ornamental trees, fences, land, and crops occasioned by the disposal of material removed from a drainage works. This shall be considered an allowance for damages.

Allowances for right of way are based on a land value of \$20,000.00 per hectare (\$8,000.00 per acre). Allowances for crop loss are based on \$1,500.00 per hectare for the first year and \$750.00 for the second year (\$2,250.00 per hectare total).

Allowances have not been made under section 30 under this report.

Access and Working Area

The working area for removal of the existing culvert and installation of erosion protection at the tile outlet extend 10 metres from the bank on the north side of the channel and for 10 metres along the channel on either side of the culvert and tile outlet. The removal of the sediment from the channel shall be carried from the road allowance (south side of channel).

Access maintenance and repair of access culverts shall be from Petrolia Line. Access for future maintenance and repair of the channel shall generally be from Petrolia Line and through each property from Petrolia Line. The working area shall extend from the top of the north bank of the channel north for a distance of 10 metres for the length of the drainage works.

Drain Classification

The Edgar Podolinsky Drain is a covered drain that outlets to the 10/11 Concession Drain at Little Ireland Road and is unclassified. The 10/11 Concession Drain is classified as a class "F" drain at Little Ireland Road.

Restrictions

No trees and shrubs shall be planted nor shall permanent structures be erected within 10 metres of either side of the proposed drain without prior written permission of Council. If trees are planted that interfere with access for future maintenance of the drainage works, they shall be removed at the expense of the Owner.

Attention is also drawn to sections 80 and 82 of the Drainage Act that refer to the obstruction of a drainage works.

Agricultural Grant

It is recommended that application for subsidy be made for eligible agricultural properties. Any assessments against non agricultural properties are shown separately in the Schedule of Assessment.

Maintenance

The Edgar Podolinsky Drain Extension shall be maintained and repaired in accordance with the enclosed Schedule of Maintenance.

The access culvert located at sta. 0+090 serves as the primary access to the E1/2 Lot 11 and shall be maintained and repaired or replaced with 50% of the costs assessed to the benefitting property, 17% of the costs assessed to the Road Authority and the remainder of the costs shall be assessed to upstream properties pro rata with the equivalent hectares contained in the Schedule of Maintenance.

The access culvert located at sta. 0+298 serves as the secondary access to the E1/2 Lot 11 and shall be maintained and repaired or replaced at the expense of the Owner of the E1/2 Lot 11 subject to any agreements with the Road Authority.

If an owner requests an additional length of culvert beyond that specified in this report, the extra cost shall be borne by the owner making the request including the future maintenance and repair. Each property is allowed one access culvert for each municipal drain with any second culvert on the property maintained and repaired 100% by the owner.

The catchbasin at sta. 0+006 shall be maintained and repaired at the expense of upstream properties in proportion with the equivalent hectares contained in the Schedule of Maintenance.

The outlet of the tile main located at sta. 0+406 shall be maintained and repaired at the expense of the SW1/4 Lot 12 and the SE1/4 Lot 12 in equal proportions.

These above conditions will apply unless otherwise altered under the provisions of the Drainage Act.

All of the above is submitted for your consideration.

Yours truly,



Ray Dobbin, P. Eng.
R. Dobbin Engineering Inc.



Edgar Podolinsky Drain Extension
Municipality of Brooke Alvinston
July 20, 2023

ALLOWANCES

Allowances have been made as per section 30 of the Drainage Act for damages to lands and crops.

Conc.	Lot or pt. Lot	Roll No.	Owner	Section 30
11	SW1/4 Lot 12	40-063	B. Wright & R. Casademont	100.00
Total Allowances				100.00

Edgar Podolinsky Drain Extension
Municipality of Brooke Alvinston
July 20, 2023

Estimate of Cost

To incorporate existing channel, install catchbasin, remove existing culvert and related work.

Allowances:					100.00
	<u>Quantity</u>	<u>Unit</u>	<u>Material</u>	<u>Labour</u>	
S. & I. Catchbasin	1.00	each	1,500.00	670.00	2,170.00
S. & I. Catchbasin Connection	6.0	m	450.00	670.00	1,120.00
Expose Existing Tile		LS		335.00	335.00
Remove Existing Culvert		LS		1,780.00	1,780.00
S. & I. Erosion Protection	18.0	tonne	900.00	1,010.00	1,910.00
Excavate Channel	108.0	m		2,230.00	2,230.00
Disposal of Excavated Material		LS		880.00	880.00
Traffic Control		LS		1,000.00	1,000.00
Silt Fence	1	each	300.00		300.00
Miscellaneous					<u>918.00</u>
			Sub Total		12,743.00
			Engineering		5,650.00
			Administration		1,600.00
			SCRCA Fee		<u>400.00</u>
			Total Estimate		\$20,393.00

SCHEDULE OF ASSESSMENT

To incorporate existing channel, install catchbasin, remove existing culvert and related work.

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total
Agricultural Land							
11	E1/2 L11	12.80	40-062	H. & E. Boere		2,182.00	2,182.00
	SW1/4 L12	12.90	40-063	B. Wright & R. Casademont		2,819.00	2,819.00
	SE1/4 L12	6.80	40-064	G. & J. Sportel		2,819.00	2,819.00
				Total Benefit		7,820.00	7,820.00
				Total Outlet	<u>7,820.00</u>		
				Total - Agricultural	7,820.00		
Non Agricultural Land							
11	pt.SE1/4 L12	0.53	40-06403	M. & M. Timmermans		274.00	274.00
	pt.SE1/4 L12	0.23	40-06402	S. MacRae		120.00	120.00
				Total Benefit		394.00	394.00
				Total Outlet	<u>394.00</u>		
				Total - Agricultural	394.00		

Schedule of Assessment (cont'd)

2 of 2

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Special Benefit	Benefit	Outlet	Total
Public Lands: Roads								
	Petrolia Line	1.19		County of Lambton	2,609.00	8,016.00	1,554.00	9,570.00
				Total Benefit	2,609.00	8,016.00	1,554.00	9,570.00
				Total Outlet	8,016.00			
					1,554.00			
				Total - Public Lands: Roads	12,179.00			
				Total - Non Agricultural	394.00			
				Total - Agricultural	7,820.00			
				Total Assessment	\$20,393.00			

SCHEDULE OF MAINTENANCE

To maintain and repair the channel portion of the Edgar Podolinsky Drain

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total	equiv. ha.
Agricultural Land								
11	E1/2 L11	12.80	40-062	H. & E. Boere	222.00	162.00	384.00	12.80
	SW1/4 L12	12.90	40-063	B. Wright & R. Casademont	222.00	233.00	455.00	12.90
	SE1/4 L12	6.80	40-064	G. & J. Sportel		159.00	159.00	6.80
				Total Benefit	444.00	554.00	998.00	
				Total Outlet	554.00			
				Total - Agricultural	998.00			
Non Agricultural Land								
11	pt.SE1/4 L12	0.53	40-06403	M. & M. Timmermans		15.00	15.00	0.66
	pt.SE1/4 L12	0.23	40-06402	S. MacRae		10.00	10.00	0.29
				Total Benefit	0.00	25.00	25.00	
				Total Outlet	25.00			
				Total - Agricultural	25.00			

Schedule of Assessment (cont'd)

2 of 2

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total
Public Lands: Roads							
Petrolia Line		1.19		County of Lambton	888.00	89.00	977.00 4.76
				Total Benefit	888.00	89.00	977.00 38.21
				Total Outlet	89.00		
				Total - Public Lands: Roads	977.00		
				Total - Non Agricultural	25.00		
				Total - Agricultural	998.00		
				Total Assessment	\$2,000.00		

Edgar Podolinsky Drain Extension
Municipality of Brooke Alvinston
June 4, 2023

SPECIFICATION OF WORK

1. Scope of Work

The work includes the installation of one catchbasin, the removal of one access culvert, erosion protection, grade improvements to a section of the channel and related work on the Edgar Podolinsky Drain Extension in the Municipality of Brooke Alvinston.

2. General

Each tenderer must inspect the site prior to submitting their tender and satisfy themselves by personal examination as to the local conditions that may be encountered during this project. The Contractor shall make allowance in the tender for any difficulties which they may encounter. Quantities or any information supplied by the Engineer is not guaranteed and is for reference only.

All work and materials shall be to the satisfaction of the Drainage Superintendent who may vary these specifications as to minor details but in no way decrease the proposed capacity of the drain.

The Contractor shall be responsible for the notification of all utilities prior to the start of construction.

3. Plans and Specifications

These specifications shall apply and be part of the contract along with the General Specifications for Open Drains. This specification of work shall take precedence over all plans and general conditions pertaining to the contract. The Contractor shall provide all labour, equipment, and supervision necessary to complete the work as shown in the plans and described in these specifications. Any work not described in these specifications shall be completed according to the Ontario Provincial Standard Specifications and Standard Drawings.

Any reference to the owner contained in these contract documents shall refer to the Municipality of Brooke Alvinston or the Engineer authorized by the Municipality to act on its behalf.

4. Health and Safety

The Contractor at all times shall be responsible for health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

The Contractor shall be responsible for traffic control as per the Ontario Traffic Manual Book 7 – Temporary Conditions (latest revision) when working on public road allowances. A copy of a traffic control plan shall be kept on site at all times. The Contractor shall maintain suitable barricades, warning lights, and temporary traffic notices, at his expense, in their proper position to protect the public both day and night. Flagmen are the responsibility of the Contractor when working on the road allowance and when entering or exiting a worksite onto a roadway.

The Contractor shall be responsible to ensure that all procedures are followed under the Occupational Health and Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of noncompliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health and Safety Act could be cause for the issuance of a stop work order or even termination of the contract.

He shall also ensure that only competent workmen are employed onsite and that appropriate training and certification is supplied to all employees.

5. Workplace Safety and Insurance Board

The Contractor hereby certifies that all employees and officers working on the project are covered by benefits provided by the Contractor. The WSIB clearance certificate must be furnished prior to the execution of the Contract and updated every 60 days.

6. Removal of Existing Access Culvert (sta. 0+399)

The existing access culverts shall be removed in its entirety from the open channel. The steel culverts, excess material and the concrete rubble shall be disposed offsite at the expense of the Contractor. The blocks shall be set aside for disposal by the Owner of the SW1/4 Lot 12.

7. Installation of Catchbasin and Connection

A catchbasin shall be installed to the elevations and in the location shown on the drawings as follows:

Structure	Sta.	Type	Top Inlet Elev.	Outlet Invert
DICB#1	0+006*	600 mm x 600 mm c/w birdcage grate	215.47 (300)	215.10

* to be confirmed

The catchbasin shall be a 600 mm x 600 mm square precast concrete structure with 2:1 top slope. The ditch inlet catchbasin shall be installed in the north bank of the channel with the inlet side facing south.

It is intended that the catchbasin be constructed at the head of the existing Edgar Podolinsky Drain. The exact location shall be determined at the time of construction.

The catchbasins shall have manufactured birdcage style grate with 50 mm bar spacings. The wall thickness of all structures shall be 115 mm and each shall have a 300 mm sump.

The catchbasin shall be set at the final elevations as directed by the Drainage Superintendent. The catchbasin shall be set on a layer of pea stone or drainage stone. The pea stone or drainage stone shall be extended up to the springline of the inlet and outlet pipe connections.

The pipe at the connection to the catchbasin shall be concreted on both the inside and outside prior to backfilling. Any pipe or tile shall not protrude more than 50 mm inside the wall. The joints between the proposed pipe and the existing pipe shall be wrapped with filter cloth as approved by the Drainage Superintendent. Pea stone bedding shall be used along the above pipes from the bottom of the excavation to the springline.

The catchbasin shall be connected to the existing 350 mm dia. tile drain with a 375 mm x 375 mm x 250 mm HDPE smooth wall tee and 250 mm dia. HDPE smooth wall pipe (320 kPa). A section of concrete tile shall be removed and the tee installed. The joints between the concrete tile and tee shall be wrapped with filter cloth and bedded with drainage stone to the top of the pipe.

8. Erosion Protection

Erosion protection shall be placed at the proposed catchbasin and at the outlet of the existing tile main. At the catchbasin, it shall extend 1 metre both upstream and downstream and from the bottom of the channel to the top of the bank (or 600 mm above the top of the catchbasin). At the tile main, the erosion protection shall extend 1 metre both upstream and downstream and from the bottom of the channel to the top of the bank. It shall extend across the bottom of the channel ensuring it extends minimum 600 mm past the end of the pipe.

The erosion protection shall be placed to a depth of 400 mm and shall be made up of rip rap and filter fabric. Rip rap shall be made up of 150 mm to 300 mm quarry stone or approved equal. The area to receive the rip rap shall first be graded to allow the placement of the rip rap to a depth of 300 mm below finished grade. After grading, a layer of filter fabric (Terrafix 270R or approved equal) is to be placed with any joints overlapped a minimum of 600 mm. Rip rap shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance.

9. Excavation of Channel

The existing channel shall be regraded from the end of the tile main downstream for approx. 103 metres to the depth and grade as shown on the Profile. The bottom width shall match the downstream channel with the sideslopes at minimum slope of 1.5:1. A laser shall be used to guarantee an even grade. The excavated material shall be trucked and disposed offsite.

For future maintenance and repair of the channel, the excavated material shall be placed on private lands north of the channel adjacent to the drain at least 1.5 metres clear of the top of the bank. All low runs and swales outletting surface water to the open channel shall not be filled in during levelling operations.

The excavated material shall be levelled to a maximum depth of 150 mm and shall be left in a condition suitable for cultivation. If an owner wishes to truck the excavated material elsewhere on his property, including lawn areas, he may do so under this report with the cost of trucking less levelling being assessed to that property. If an owner wishes to truck the excavated material offsite, including lawn areas, he may do so under this report with all costs associated with the trucking and disposal (i.e. testing, disposal fees, etc.) less levelling being assessed to that property.

10. Silt Fence

The Contractor shall maintain a dry working area during construction. The Contractor shall install a silt fence downstream of the work area. The silt fence shall consist of filter fabric or manufactured silt fence supported with posts (OPSD 219.110). The silt fence shall remain in place until construction is complete. Any sediment that has collected upstream of the silt fence shall be removed prior to the removal of the silt fence.

11. Access Culverts

There are 2 access culverts along the length of the proposed drainage works besides the one to be removed. Both access culverts are located in the E1/2 Lot 11. The culvert located sta. 0+090 serves as the primary access to the property and the culvert located at sta. 0+298 serves as a secondary access to the property.

Culvert No. 1 is located at sta. 0+090 and consists of 9 metres of 600 mm dia, corrugated steel pipe. It shall be replaced in the future with 9 metres of 600 mm dia. HDPE smooth wall pipe.

Culvert No. 2 is located at sta. 0+298 and consists of 10 metres (or as requested by the Owner) of 600 mm dia. corrugated steel pipe. It shall be replaced in the future with 10 metres of 600 mm dia. HDPE smooth wall pipe.

Access culverts shall be replaced with HDPE smooth wall pipe (320 kPa) with manufactured couplings. The proposed access culverts shall be installed in the same general location as the existing access culverts. The culvert shall be installed with the invert 10% (minimum 150mm) below the proposed channel bottom elevation and to grade shown on the Profile.

If an owner requests a longer culvert than that specified above, please refer to the report. The culvert lengths are based on using rip rap ends.

The bottom of the excavation shall be excavated to the required depth with any over excavation backfilled with granular material or drainage stone. When the pipe has been installed to the proper grade and depth, the excavation shall be backfilled with granular or drainage stone from the bottom of the excavation to the springline of the pipe. Care shall be taken to ensure that the backfill on either side of the culvert does not differ by more than 300 mm so that the pipe is not displaced. The access culverts shall be backfilled from the springline to finished grade with granular "A" to finished grade.

All granular bedding material shall be mechanically compacted to 95% modified standard proctor density. All backfill material above the springline shall be mechanically compacted using appropriate compaction equipment.

Rip rap ends are to be used with minimum 1.5:1 sideslopes. The rip rap shall consist of 150 mm x 300 mm quarry stone or approved equal. The area to receive the rip rap shall be graded to a depth of 400 mm below finished grade. Filter fabric (Terrafix 250R or approved equal) shall then be placed with any joints overlapped a minimum 600 mm. The quarry stone shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance.

12. Brushing (future maintenance)

All brush, trees, woody vegetation, etc. shall be removed from the sideslopes of the existing channel within 1.5 metres of the top of the bank. Other brush and trees may be removed from the side the equipment is operating to allow access for the equipment. Trees and brush in the channel bottom shall be removed in their entirety including stumps and disposed offsite. Trees and brush on the sideslopes shall be close cut. A stump killer pesticide manufactured for the purpose shall be applied to stumps according to manufacturer's specifications.

It is recommended that a mechanical grinder attached to an excavator be used for the removal of brush and trees. Any brush and trees too large to grind shall be close cut with the logs and brush disposed offsite by the Contractor. The Contractor shall be responsible for obtaining all necessary permits for any disposal sites.

Certain trees may be left in place at the direction of the Drainage Superintendent. Any trees to be salvaged by the individual Owners shall be removed by the Owners with all resulting brush and branches cleaned up prior to the start of construction. If the Contractor agrees to remove any trees and set them aside for an Owner, the Owner will be responsible for any cleanup as above.

13. Environmental Considerations

The Contractor shall take care to adhere to the following considerations.

- Operate machinery in a manner that minimizes disturbance to the banks of the watercourse.
- Erosion and sediment control measures must be installed prior to construction to prevent sediment from entering the water body.

- Material shall not be in areas regulated by the Conservation Authority or Ministry of Natural Resources.
- All granular and erosion control materials shall be stockpiled a minimum of 1.5 metres from the top of the bank or excavation. Material shall not be placed in surface water runs or open inlets that enter the channel.
- All activities, including maintenance procedures, shall be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicle and equipment refuelling and maintenance shall be conducted away from the channel, any surface water runs, or open inlets. All waste materials shall be stockpiled well back from the top of the bank and all surface water runs and open inlets that enter the drain.
- When possible, all construction within the open channel shall be carried out during periods of low flow or in dry conditions.
- The Contractor shall conduct regular inspections and maintain erosion and sediment control measures and structures during the course of construction.
- The Contractor shall repair erosion and sediment control measures and structures if damage occurs.
- The Contractor shall remove non-biodegradable erosion and sediment control materials once site is stabilized.
- Remove all construction materials from site upon project completion.

14. Benchmarks

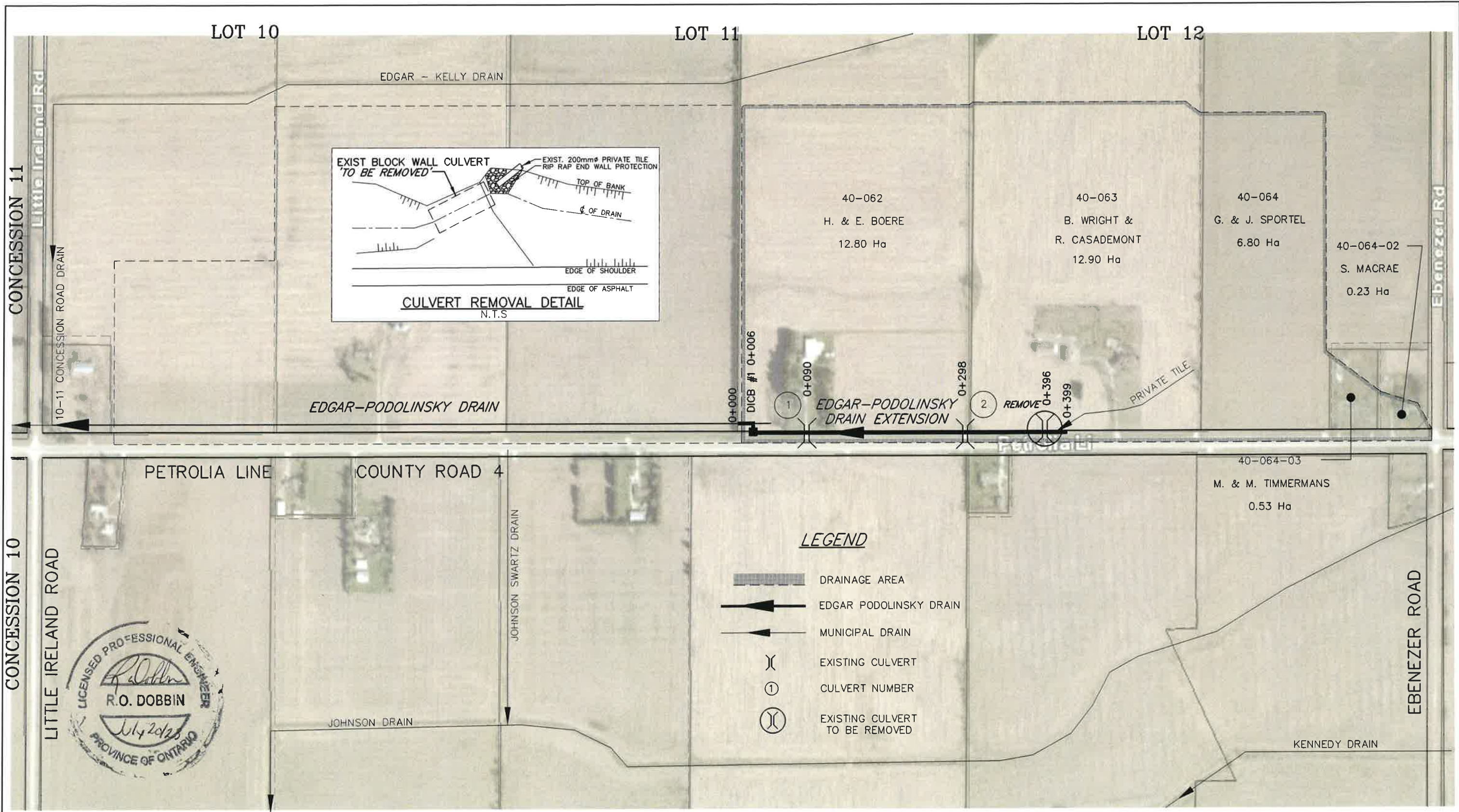
The benchmarks are based on geodetic elevations. Elevations are available at the culvert locations shown on the profile drawings. Where these elevations are on existing structures to be replaced, they shall be moved prior to the removal of the culverts.

15. Miscellaneous

Any subsurface drains encountered upstream of the culvert that conflict with the proposed culvert shall be extended to an outlet to the open channel to the approval of the Drainage Superintendent.

Any fences that must be removed to allow construction or maintenance shall be reinstalled by the Contractor using the existing materials.

It will be the owner's responsibility to mark all tile and tile mains prior to maintenance being carried out.



4218 Oil Heritage Road
 Petrolia Ontario, N0N 1R0
 Phone: (519) 882-0032 Fax: (519) 882-2233

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED D. MOORES	1	FINAL REPORT	JULY 20, 2023	CS
DRAWN C. SAUNDERS	SCALE 1:5,000			
0 40 80 120m				

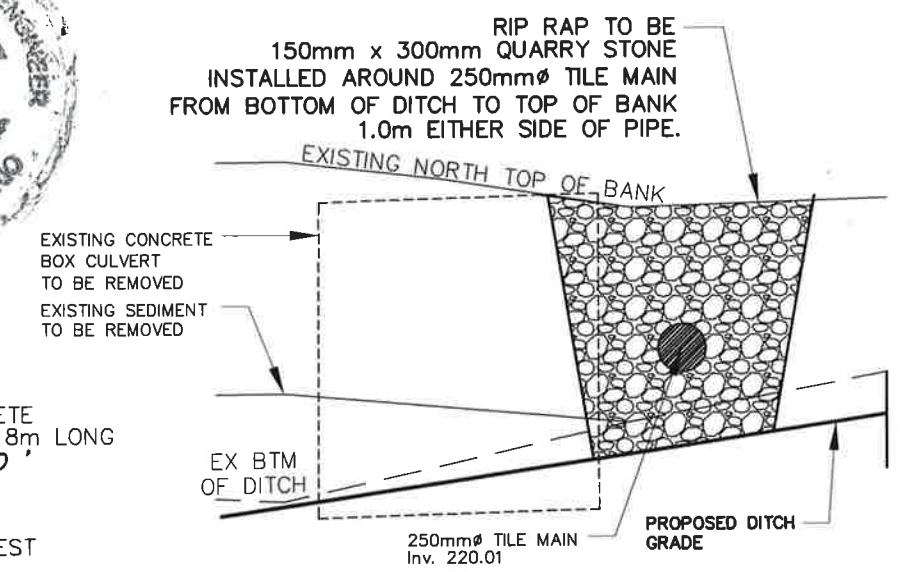
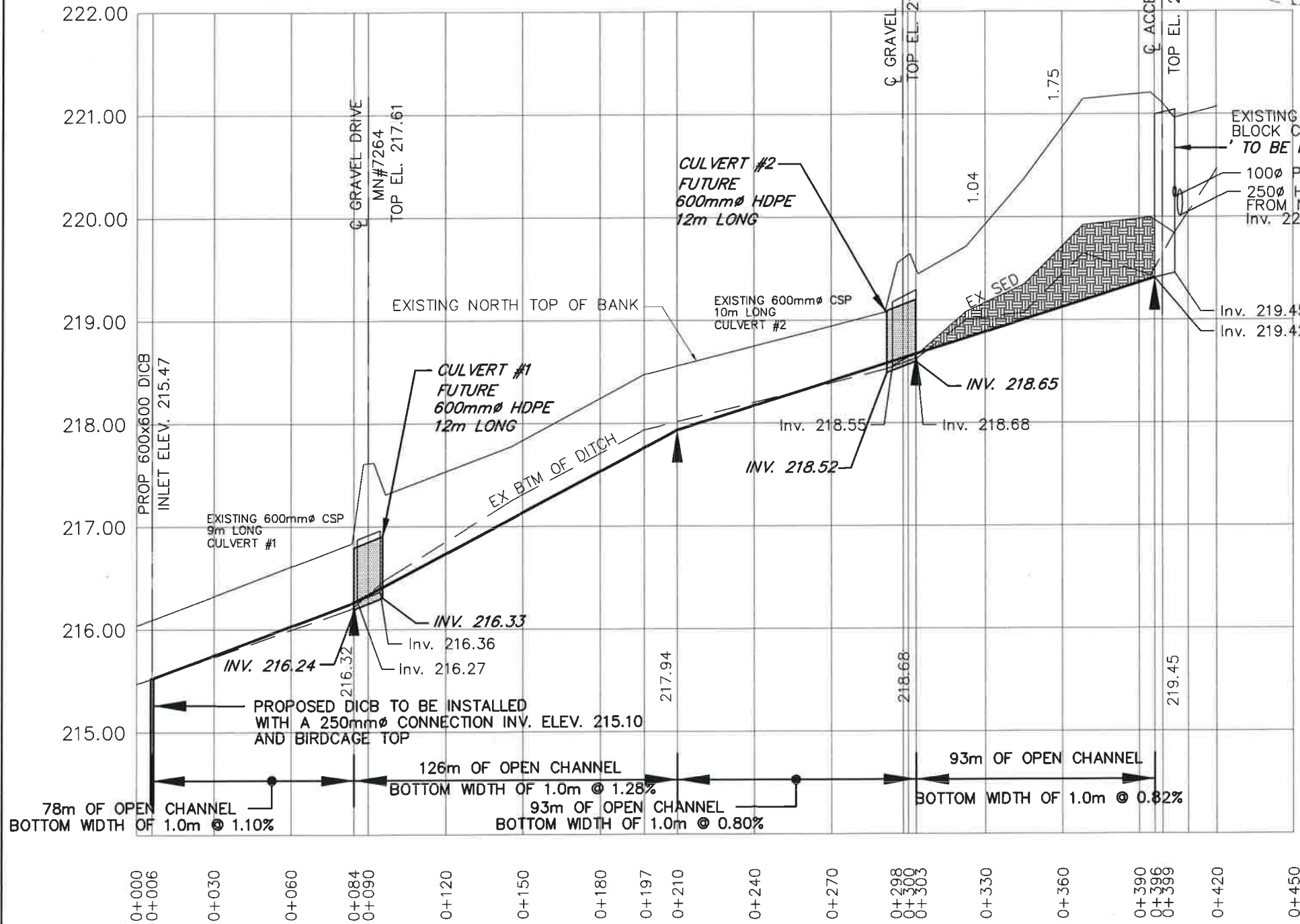
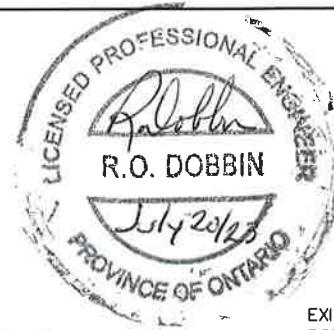
MUNICIPALITY of BROOKE - ALVINSTON

EDGAR PODOLINSKY DRAIN PLAN

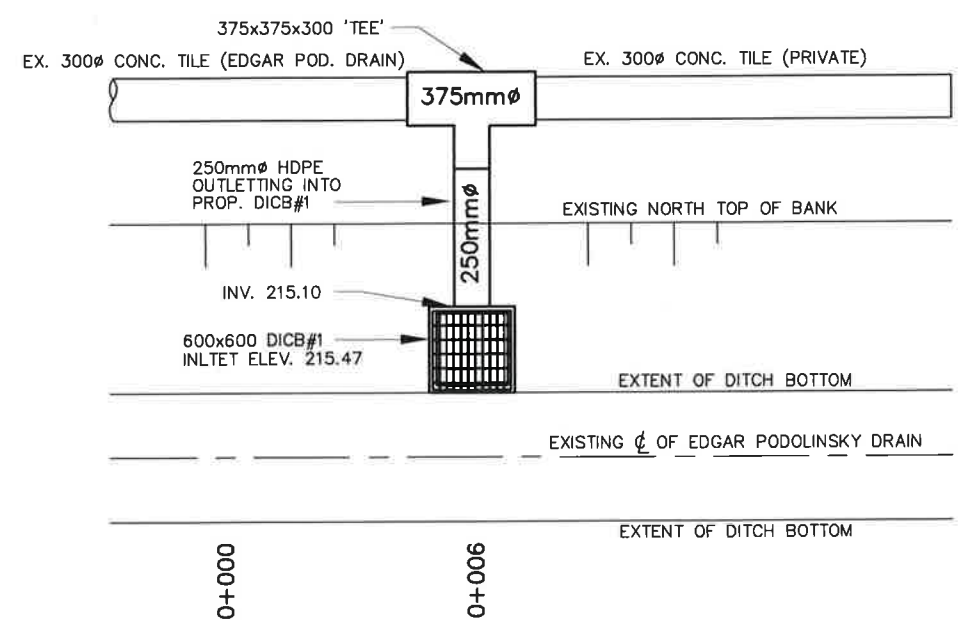
1
OF 2

GENERAL NOTES

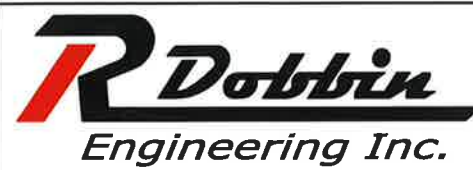
- BENCHMARK No.1 ELEV. 215.708
TOP EAST END OF EXISTING
CSP, ACROSS FROM MN#7229
- UPPER NUMBERS ARE DISTANCE FROM
TOP OF BANK TO BOTTOM OF PROPOSED CHANNEL.



TILE MAIN OUTLET DETAIL
STATION 0+409
NTS



DICB #1 CONNECTION DETAIL
STATION 0+006
NTS



4218 Oil Heritage Road
Petrolia Ontario, N0N 1R0
Phone: (519) 882-0032 Fax: (519) 882-2233

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED D. MOORES	1	FINAL REPORT	JULY 20, 2023	CS
DRAWN C. SAUNDERS	SCALE: 1:2,000			
0 20 40 60m				

MUNICIPALITY of BROOKE-ALVINSTON
EDGAR PODOLINSKY DRAIN
PROFILE

2
OF 2

ENCLOSURE

Edgar Podolinsky Drain Extension
Municipality of Brooke Alvinston
July 20, 2023

ESTIMATED NET ASSESSMENT

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Total Assessment	Less Grant	Less Allowances	Net Assessment
Agricultural Land								
11	E1/2 L11	12.80	40-062	H. & E. Boere	2,182.00	727.33		1,454.67
	SW1/4 L12	12.90	40-063	B. Wright & R. Casademont	2,819.00	939.67	100.00	1,779.33
	SE1/4 L12	6.80	40-064	G. & J. Sportel	2,819.00	939.67		1,879.33
Non Agricultural Land								
11	pt.SE1/4 L12	0.53	40-06403	M. & M. Timmermans	274.00			274.00
	pt.SE1/4 L12	0.23	40-06402	S. MacRae	120.00			120.00
Public Lands: Roads								
	Petrolia Line	1.19		County of Lambton	12,179.00			12,179.00
Totals					\$20,393.00	\$2,606.67	\$100.00	\$17,686.33

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2023-4559

September 19, 2023

Mr. Stephen Ikert
Treasurer
Municipality of Brooke-Alvinston
3236 River Street
P.O. Box 28
Alvinston, ON, N0N 1A0
sikert@brookealvinston.com

Dear Mr. Ikert:

I am pleased to inform you that you are one of the 15 winners of the 2022 Financial Information Return (FIR) Award. Thank you for your efforts and contribution in ensuring that timely, reliable and accurate financial information was submitted for the Municipality of Brooke-Alvinston's 2022 Financial Information Return. Your municipality will be identified on the FIR website (<https://efis.fma.csc.gov.on.ca/fir/index.php/en/financial-information-return-en/>) as one of the winners of this award.

As you know, the FIR reports capture important financial and statistical information for each municipality in the province. This assists the Ministry of Municipal Affairs and Housing in providing the most current information to the growing number of users of our municipal database and provides important information to inform government decision making.

Thank you for the leadership and diligence your municipality has demonstrated in this important area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Calandra', written over a light blue circular watermark or background.

The Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c. Mayor David Ferguson mayor@brookealvinston.com
Hon. Monte McNaughton, MPP Lambton–Kent–Middlesex
Monte.McNaughtonco@pc.ola.org

Ministry of Agriculture,
Food and Rural Affairs

Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales

Office of the Minister

Bureau du ministre

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



September 20, 2023

David Moores
Drainage Superintendent
david@dobbineng.com

Dear Mr. Moores:

Thank you for your letter dated September 12, 2023, requesting an emergency designation under Section 124 of the Drainage Act to replace three farm access culverts on the Stewart Drain in Lots 7, 8 and 9, Concession 8 within the Municipality of Brooke Alvinston.

Your letter and the accompanying photographs show that the culverts have completely rotted through and failed. In further correspondence with ministry staff, you indicate these failures only came to light last week during drain maintenance. You indicate that there are no bottoms to keep the culverts together making them unsafe to cross and that there are significant concerns with the potential for collapse when crossed by wagons and machinery. In addition, you indicate that these crossings are the only means of accessing the farmland located to the south side of the drain and no other access is available. You also confirm that the landowners are unable to access this farmland to harvest the current bean crops which need to come off within the next few weeks.

You indicate that R. Dobbin Engineering Inc. will be appointed as the Drainage Engineer to prepare a report on the Stewart Drain in accordance with Section 78 of the Drainage Act.

After considering this information, I hereby designate the replacement of the crossing on the Stewart Drain, in Lots 8 and 9, Concession 8 within the Municipality of Brooke Alvinston to be an emergency within the meaning of Section 124 of the Drainage Act.

.../2

- 2 -

This designation is granted on the condition that the replacement is made under the supervision of R. Dobbin Engineering Inc., appointed by council under Section 78 of the Drainage Act. Any additional drain improvements (e.g., work in other lots) will need to progress through the normal *Drainage Act* process. Since the total project cost is unknown at this time, all involved property owners must be given an opportunity to appeal their share of the project cost to the appeal bodies established under the act.

Please note that this emergency designation does not exempt you and your municipality from any approvals that may be required from other agencies including the local conservation authority and Fisheries and Oceans Canada.

Sincerely,



Lisa M. Thompson
Minister of Agriculture, Food and Rural Affairs

Did you know about the Farmers' Wellness Initiative?

- Your mental health is important! If you're a farmer or a member of a farm family and in need of mental health support, please call 1-866-267-6255 and arrange to speak with a professional today.
- For additional resources visit: <https://farmerwellnessinitiative.ca/>.

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

Phone: 519.898.2173

Fax: 519.898.5653



NOTICE OF MAINTENANCE SITE MEETING PRAY DRAIN

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

Dear Sir/Madam:

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

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

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

Pray Drain

on

Wednesday, October 4th, 2023

9:30 a.m.

Meeting Location: Intersection of Courtright Line and Nauvoo Road

Dated the 19th day of September, 2023

Janet Denkers
Clerk-Administrator

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

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

Phone: 519.898.2173
Fax: 519.898.5653



NOTICE OF MAINTENANCE SITE MEETING Gray Drain No. 1 & Dolbear Gray Drain

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

Dear Sir/Madam:

You are hereby notified that the Drainage Superintendent will be available for a maintenance site meeting for the Gray Drain No. 1 & Dolbear Gray Drain in accordance with Section 74 of the Drainage Act.

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

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

Gray Drain No. 1 & Dolbear Gray Drain

on

Wednesday, October 4th, 2023

10:30 a.m.

**Meeting Location: Intersection of Oil Springs Line and
Nauvoo Road**

Dated the 19th day of September, 2023

Janet Denkers
Clerk-Administrator

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



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

September 20, 2023

Official Notice – Drain Maintenance

The Municipality of Brooke-Alvinston has received a drain maintenance request on the **9-10 Sideroad Drain**.

Drain Maintenance work will take place this year after crops come off or into the winter of 2024. **The work will consist of brushing and bottom cleanout of the drain between Courtright Line and Oil Springs Line.**

The work will be tender with the maintenance of the Smith Patterson Drain, Annett Drain, Bell Patterson Drain and the 6-7 Concession Drain.

Farmers are requested, if possible, to leave a 15' right of way along the edge of the drain to avoid crop damages as no allowances are paid under maintenance work. Any tile outlets should be marked clearly so that the contractor does not cause any damages. Depending on crops, the contractor will leave the material windrowed at the top of the bank and levelled after crops are harvested.

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

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

Thank you,

A handwritten signature in cursive script, appearing to read "Janet Denkers".

Janet Denkers
 Clerk



Phone: 519-849-5113
7162 LaSalle Line, Watford, Ontario N0M 2S0
www.lasalleagri.com

RE: Fertilizer on farms

I am writing on behalf of LaSalle Agri, a family-owned business run by third generation farmers. This email is regarding any fertilizer piles in your municipality purchased by a farmer for their farms.

To provide you with a comprehensive understanding of our operations and practices, we have attached a LaSalle Agri Fertilizer brochure. This document contains all factual information you may need to answer any questions or concerns that may arise within the community. We encourage you to review it at your earliest convenience.

It's important to note that with the amount of rain this season some fertilizer spreading has been delayed, in this case piles of fertilizer may have been covered until it was good enough weather to spread.

Please reach out to us if you have any more questions or require further clarification.

A handwritten signature in black ink, appearing to read "David Buurma", is written over a large, stylized graphic element that resembles a leaf or a signature flourish.

David Buurma
President / Owner

LaSalle Agri
7162 LaSalle Line, Watford ON N0M 2S0
+1 (519) 671-2534 (cell)
+1 (519) 849-5113

FREQUENTLY ASKED QUESTIONS

Q: Where does the product come from?
A: We receive product from Water Resource Recovery Facilities across North America

Q: Is this a new product?
A: No. Premium fertilizers of which biosolids are a source product have existed in the marketplace for over 100 years

Q: Why are there piles of fertilizer in my community?
A: Farmers in your area have recognized the benefits of our fertilizer on their crops and have contracted with LaSalle Agri for supply. It takes a number of dry days in order for the farmer or us to spread the product

Q: Why are some piles tarped and some are not?
A: Smaller piles are spread within a short timeframe. For larger piles we follow our BMPs and tarp the piles within a timeframe of the final load being delivered. We do this to protect the integrity of the product. Once the field and weather conditions are optimal for crop needs, we spread the product

Q: Does this product have an odor to it?
A: Yes. Compared to other fertilizers our product has an earthy smell. You will notice an odour during and after spreading

Q: What about dust when spreading?
A: We consult with experts and follow best management practices to ensure we mitigate dust

REGULATIONS

- Regulated under the authority of the Federal Fertilizers Act and administered by the Canadian Food Inspection Agency (CFIA)
- Our product meets all CFIA quality and safety standards
- Testing nutrients:
 - Total nitrogen, phosphorous and potassium
 - Dry matter and moisture content
- Subject to marketplace monitoring and compliance verification with safety standards
- A label is provided to customers outlining the minimum guaranteed fertilizer value as well as guidance on use in accordance with regulations

FOR ADDITIONAL INFORMATION

Call Brent Veens
Fertilizer Specialist

 519-312-7551

LASALLE  **AGRI**
F E R T I L I Z E R



WHO WE ARE

LaSalle Agri is a locally owned and operated agricultural company that specializes in providing farmers with premium fertilizer. We are 3rd generation farmers who farm over 5,000 acres. In Ontario, we are the largest distributor of fertilizer of which biosolids are a source product and have distributed and handled the product for over 15 years. We work with producers/generators across North America. LaSalle Agri is proud to have serviced over 200,000 acres of farmland.



ABOUT OUR PRODUCT

- LaSalle Agri is your premier choice for top quality fertilizer dedicated to enhancing soil health and achieving optimal yields for your farm
- Organic matter is at the very heart of our fertilizer, making up 60-70% of its total
- Nutrients present are in the organic form, providing slow release during the growth cycle
- Our fertilizer delivers a blend of essential nutrients and organic matter needed to maximize crop production
- LaSalle Agri products offer farmers a means to provide consistent amounts of phosphate for fields which encourages strong, healthy initial plant development

AGRICULTURAL BENEFITS



- Improved yields
- Maintain or improve soil fertility
- Supply of nutrients essential for plant growth, including nitrogen and phosphorous
- Provides an increase in soil health and plant health
- Addition of organic matter to the soil
- Organic matter in our product improves your soil's moisture holding properties

WHAT ARE THE BEST MANAGEMENT PRACTICES?

- Like all fertilizers our products should be applied in accordance with a nutrient management plan based on the crop requirements
- We follow Best Management Practices (BMPs), from the initial stages of sales through to hauling, delivery, spreading and on-site farm storage
- LaSalle Agri helped develop these practices with the Ontario Ministry of Agriculture Food and Rural Affairs

ENVIRONMENTAL BENEFITS



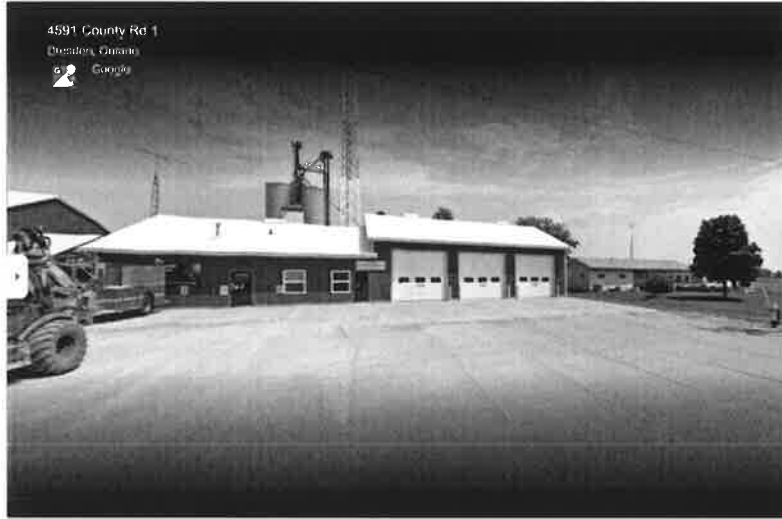
- Enrich soil without use of commercial fertilizers that are mined
- Improvement of soil structure
- Control soil erosion
- Sustainable Farming: Does not deplete earth's precious resources
- Sequesters carbon
- Preserve landfill space



LASALLE
AGRI
FERTILIZER



September 28th, 2023 @ 7:00 pm
 Township of Dawn-Euphemia Fire Hall
 4596 Lambton Line, Dresden, Ont.



Speaker: Harold Snary (Tentatively) and Show and Tell, if you have something you would like to share..
October will be our sit down dinner in Point Edward with the meeting following the dinner. It will be \$25.00 per plate.



Lambton County Historical Society Meeting Minutes

August 24th, 2023

Sombra Museum, 3470 St. Clair Pkwy, Sombra, Ont., N0P 2H0

- Opening by President; Ron Urry
- Thank You to Host; Jeff Hosart – Mayor and Glenda Young
- Kailyn Shepley curator of the Sombra Museum gave us a presentation on Port Lambton – “A Journey Through the Past”, and Dan Caron gave us insight on his Historical Novel he has been working on. It is almost ready for Editor and Publisher. Thank you to both Kailyn and Dan for their presentations, and to Glenda for making the arrangements.
- Review minutes of the previous Minutes.
 - Motion to accept with change by Marjorie Cumming and seconded by Elsie Urry.
- Treasurer Meeting Report:
 - Total Balance: \$8809.84
 - Motion to accept by Ron McLean and seconded by Audrey Rose.
- Secretary Report: I have sent the request for Government Key to update the Incorporate records. We have to October 2024 to come into compliance. Discussion to print out “Not for profit Incorporation Handbook.pdf.” Dan Caron will print off copies for the executive, and all copies will be passed on to any new executive. Thank you Dan Caron. Motion to accept by Deb Narr and seconded by Gord Perry.
- Unfinished Business:
 - New badges can be ordered through Marjorie Cumming.
 - Book Sales – We had a table at the Watford 150th and sold ~150.00. Thank you to Jen for all the arrangements.
- New Business:
 - Bursary – There were two applicants. It was decided to award Zori Monerow with this years bursary. Motion was made by Gord Perry and seconded by Marjorie Cumming
 - Motion on the digital committee was made by Don McCabe and seconded by Florence Hall. It was voted on and passed.
- Upcoming County Happenings:
 - Dawn-Euphemia – Book, \$20. – See Marie Stephenson
 - Campbell House (Original Home) is to be torn down.
 - Brooke-Alvinston and Watford Fall Fair – Sept.29, 30 and Oct. 1st, 2023
 - Attendance: 25 + 7 Guests
- Next meeting: Dawn-Euphemia
- Closing by President: Motion to close was made by Ron McLean and seconded by Douglas Craig.

Dates for 2023 Upcomming Meetings:

October 27th; Point Edward - Point Edward Optimist Hall at 210 Monk Street, Point Edward

Agenda

September 28th, 2023 @ 7:00 pm
Township of Dawn-Euphemia Fire Hall
4596 Lambton Line, Dresden, Ont.

- Welcome to Host. Dawn-Euphemia – Marie Stephenson
- Thank you to Host for arrangements.
- Special speakers or features – Harold Snary
- Review and/or reading and adoption of the minutes of the previous meeting.
- Treasurer Report:
- Total Bank Account \$_____
- Secretary Report – Correspondence
- Unfinished Business
 - Bursary Update
 - Incorporate Guideline printed
- New Business
 - October dinner details.
- Committee Updates: Membership, Constitution and Policy, Public Relations, and Bursary
- Upcoming County Happenings:

Brooke-Alvinston	Petrolia	Warwick
Dawn-Euphemia	Plympton-Wyoming	Enniskillen
Sarnia	Oil Springs	St. Clair North
St. Clair South	Point Edward	
- Attendance
- Motion to Close by Ron McLean and seconded by Douglas Craig.

Next meeting – October 26th, 2023 at the Point Edward Optimist Hall at 210 Monk Street, Point Edward, ON., N7V 1N2

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2023-4597

September 15, 2023

Dear Head of Council,

**Subject: Responding to the Housing Affordability Task Force's
Recommendations**

As you know, in February 2022, the Housing Affordability Task Force delivered its final report with recommendations to help Ontario tackle the housing supply crisis and build at least 1.5 million homes by 2031. Including sub-items and appendices, the Task Force made 74 unique recommendations, some of which apply to all communities in Ontario, with others more specific to large and urban municipalities. While Ontario has made progress in acting on these recommendations — with 23 implemented to date helping to achieve the highest level of housing starts in over three decades — as the province grows at incredible speed, all levels of government need to do more.

To bring the dream of home ownership into reach for more people, I have asked my ministry to renew its efforts to review and, where possible, implement the Task Force's remaining recommendations with minimal delay. As part of that review, I am asking for you, as head of council, to prioritize your top five recommendations for future consideration. For these top five priorities, this could include your advice to revisit the way a recommendation has been implemented up to this point, as well as how some of the recommendations could or should be implemented with amendments.

Accompanying this letter, you will find a chart with space to rank the top five Task Force recommendations. While I know that some of the recommendations may not be applicable to all small, rural, and Northern communities, I ask that you rank those recommendations that you feel would be, or have been, the most useful in increasing housing supply in your community.

As we look to do more to solve the housing supply and affordability crisis together, it's important for the province to have a full understanding of our municipal partners' positions on these recommendations as quickly as possible. I ask that you **please return the completed chart to housingsupply@ontario.ca no later than October 16, 2023.**

.../2

-2-

I look forward to continuing our work together to ensure that more people can afford a place to call home.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Calandra', with a stylized flourish at the end.

The Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c: Hon. Rob Flack, Associate Minister of Housing
Kirstin Jensen, Interim Chief of Staff, Minister's Office
Martha Greenberg, Deputy Minister
Joshua Paul, Assistant Deputy Minister, Market Housing Division
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
Caspar Hall, Assistant Deputy Minister, Local Government Division

Attachment:

Top Five Housing Affordability Task Force (HATF) Recommendations for Response



christmasforeverypetrolia@gmail.com
www.christmasforeverypetrolia.weebly.com

4156 Petrolia Line, Unit 1
Petrolia, ON N0N 1R0
226-349-8660



2023 CHRISTMAS CAMPAIGN

September 8, 2023

Dear Friend of Christmas for Everyone

This is our **52nd annual campaign** and once again we are requesting your generous support to help fill the ever-growing needs of the less fortunate in our communities at Christmas. Christmas for Everyone provides Christmas food hampers and gifts for children age 16 and younger.

Food boxes are packed according to the family size and contain at least one week's worth of food as well as items to make a Christmas Dinner.

- There is an application process that is required in order for a recipient to receive a Christmas hamper. (These applications are referred by several different agencies such as Public Health, Social Services, Schools, Clergy, etc.)
- We serve MOST of Rural Lambton County. (excluding Sarnia, Brights Grove, Moore Township, Kettle & Stoney Point as they have their own programs.)
- Our program is powered by volunteers. Contributions come from businesses, churches, schools, service groups, sports organizations, Lodges, Women's Institutes as well as many individuals throughout our communities. Several County Volunteer Fire Departments are also involved as they assist us with delivering the Christmas hampers and gifts to the families in need throughout Lambton County.
- Our ongoing success in providing quality foods and gifts is dependent on the continuing generosity, caring community involvement and spirit from all areas of Lambton County. We could not provide this service to all those in need without your amazing support!
- The past several years have brought troubling economic conditions. We are annually seeing increased numbers (including seniors and families) who are in need. This truly reminds us of the importance of our program and community support.

Monetary donations may be dropped off in person (there is also a mail slot provided in door) or mailed to the above address or by e-transfer to christmasforeverypetrolia@gmail.com.

Receipts can be issued upon request for donations of \$30.00 and over. Your full name and mailing address is required.

We are looking forward to working with you to help make this year another enjoyable Christmas for all! If you have any questions about our program or want to find out how you can help, please call 226-349-8660

Thank you for your time, interest and generosity.

May we all have a wonderful Holiday Season!

Sandra Hartman
Coordinator

Nicola Daniel
Toy Dept Assistant

Lynn McManaman
Treasurer

Christmas 2022 Report
Hundreds of food boxes, gift cards and fresh vegetables were packed for over 400 families as well as numerous bags containing gifts for over 400 children. These were delivered throughout the County of Lambton by 13 volunteer County Fire Departments and volunteer drivers.



GIFT DONATION DEADLINE November 25, 2023

It is **CRUCIAL** to have **ALL GIFT DONATIONS** in by this date. We understand this may make it a little more challenging for some and apologize in advance for ANY inconvenience this may cause and truly appreciate your patience and understanding. This will allow us a short time to do last minute shopping to ensure that there will be enough gifts for all the children in time for delivery.

GIFTS FOR ALL AGES ARE APPRECIATED

Our greatest need is for children 12+. We do understand that age group can be more challenging. However, **gift cards** (such as; Prepaid MasterCard/Visa, Walmart, Happy Him/Her/Teen/Child, GameStop, Best Buy, Lambton Mall to name a few) **are a HUGE hit with the kids.**



GIFT DEPOT LOCATION & HOURS

DROP OFF LOCATION

4156 Petrolia Line (Entrance at rear of building off of Robert St)

DROP OFF HOURS

November 1 - November 27, 2023 9AM – 5PM Monday to Saturdays

If you require any additional information, would like to donate toys before Nov 1 or need to make alternate arrangements, please call Sandra or Nicola @ 226-349-8660 (please leave message)

FOOD DONATIONS, PACKING LOCATION & VOLUNTEERING

PACKING LOCATION

Our packing location once again generously provided by New Life Assembly Church (421 Oozloffsky St. Petrolia)

FOOD DONATIONS

Beginning Monday December 4 to December 12, food donations may be brought to the Church (gym foyer) during office hours. Monday to Thursday 9:30AM – 4PM. For other arrangements please call 226-349-8660.

****PLEASE DO NOT GO TO THE CHURCH OFFICE. Gym Foyer Doors will be unlocked.**



VOLUNTEERING

Volunteers are crucial and will be needed beginning Sunday December 10, 2023 (after 12PM).

Monday Dec 11 to Wednesday Dec 13 will be on a day-to-day basis from 9AM - 3PM.

Volunteers must pre-register via email: christmasforeverypetrolia@gmail.com or by phone 226-349-8660.

You will then be contacted with all details.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Campbell House
Meeting: Council - 28 Sep 2023
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council review the submitted report.

Background:

At the September 14, 2023 regular session of Council, the SCRCA submitted a request, as per the Ontario Heritage Act for Council review, to request Council's consideration and issuance of a demolition permit for the A.W. Campbell House. Council tabled the request and staff were requested to consult with our insurance providers to determine liability if the Campbell house still stands after the Engineers report advised otherwise.

Comments:

We forwarded the VDP Engineering Report in addition to a copy of By-law 17 of 1991 (Designation By-law) to our Insurance providers. After review, they advised that:

"The Campbell House and land was donated to the SCRCA. In addition to the repairs needed to the house, the house incurs public liability to the SCRCA and they hold the insurance costs."

In addition to the request from SCRCA, the following Notice of Motion was supported:

Moved by Frank Nemcek, that Brooke-Alvinston request the St. Clair Region Conservation Authority take demolition of Campbell House off the table for a period of three years while every feasible avenue is pursued to restore and maintain this valuable heritage asset for the use and enjoyment of the community. This should include: 1) clarification of the legislative and financial accountability for the maintenance and restoration of Campbell House (any pending MOU between Municipality and SCRCA); 2) exploration of options for raising funds (donations, memberships, grants) by the Friends of Campbell Park; 3) development with the help of a heritage consultant of a three to five-year plan to complete most urgent repairs to Campbell House, as well as a ten-year plan for full restoration and ongoing maintenance. Jenny Redick seconded the motion.

Financial Considerations:

Should the Campbell House remain standing while the Friends of Campbell House pursue options noted above, it should be recognized that costs associated with its stability will be passed to the

Municipality through future levies from the SCRCA. The SCRCA could also seek legal opinion whereby those costs could be passed down to municipalities in the watershed.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Optimist Project (Dressing Room) Draft agreement
Meeting: Council - 28 Sep 2023
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That staff forward the attached agreement to the Alvinston Optimist Club for review and signing.

Background:

At the September 14, 2023 Council meeting, the following motion was passed:

That staff be directed to prepare an agreement between the Municipality and the Alvinston & District Optimist Club for the Optimist Club Dressing Room Project (approved drawings from July 7, 2023) and present to Council and the Optimist Club for consideration.

Comments:

The attached agreement was drafted with consultation from the Architect for guidance on estimated inflationary costs. Should Council approve of the conditions in the agreement, a copy will be sent to the Alvinston Optimist Club for signing.

Once the Optimist - Municipal agreements are in place with the Optimist Club for the project, the Municipality can work with the Optimist Club in advertising the Optimist Project in newsletters and the website.

Financial Considerations:

Outlined in the attached agreement.

ATTACHMENTS:

[Optimist Project DRAFT agreement](#)

That in accordance with the July 7, 2023 quote, provided by Spriet Associates, Engineers & Architects for the construction of the Optimist Project – Dressing Rooms (Spriet project # 222226) for a total cost of (year 2023)- \$946,090 + HST; the Municipality of Brooke-Alvinston and the Alvinston Optimist Club agree to move forward to the fruition of the dressing room project as follows:

- i) That the amount of funds to be raised prior to any tendering of the project shall be 95% of the total project cost - this amount shall include increases (~10% each year) to account for inflation;

Current year 2023		\$ 946,090 estimated total
Year 2024	10% inflation	\$1,040,699 estimated total
Year 2025	10% inflation	\$1,144,769 estimated total
Year 2026	10% inflation	\$1,259,246 estimated total
Year 2027	10% inflation	\$1,385,171 estimated total
Year 2028	10% inflation	\$1,523,688 estimated total

- ii) That the funds be raised within a specified time period of 5 years (November 1, 2028); and if not raised within that timeframe, that with consultation between the Municipality and the Optimist club, fundraising be extended as per mutually agreeable timeframe or funds raised to-date be used to:
- a) fund some other project by mutual agreement between the Optimists and the Municipality
 - b) funds be used for Optimist purposes and the Municipality is advised that fundraising for the Dressing Room project has ceased

***should the Optimist Club commit to a Community Fund associated with the Municipality, a copy of the agreement be provided to the Municipality*

- iii) That once confirmation of 95% of the cost estimate is received from the Optimist Club, the Municipality shall proceed to make contact with Spriet Engineers for permit drawings and preparation of tendering of the project including oversight of the project during construction for distribution when 100% of the funds are received.
- iv) That should the tender exceed the estimated total cost, the tender will not be released until the overages are addressed.
- v) At the time the tender is accepted, the Municipality shall assume ownership of the project
- vi) That a plaque representing the fundraising endeavours of the Optimist Club in the project be mounted in a visible area for acknowledgement



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Operating Agreement with the Optimist Club - Killer Bees Games
Meeting: Council - 28 Sep 2023
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That Council approve the attached agreement as it pertains to selling of alcohol and use of a portion of the space in the auditorium at the Killer Bees games in the full arena area;

Background:

At the September 14th regular meeting of Council, approval was given to allow the Alvinston Optimist Club to permit liquor sales in the BAICCC for the Alvinston Killer Bees games and other Alvinston Optimist Club functions provided they adhere to all current Liquor License and Control Act of Ontario regulations and municipal insurance requirements to be outlined in an operating agreement.

Comments:

The attached was forwarded to Chad Hayter who submitted the request in addition to the AGCO for review. There were no concerns with the final draft as presented.

The requested insurance for the 2023 / 2024 season has been provided.

Financial Considerations:

A new \$50 fee was proposed for the additional rental of the auditorium space. The Municipality agreed to sponsor the home game which includes: the home opener game (Oct. 14), 1 public skate and the \$50 fee for all home games in addition to tickets for the home opener, VIP meet and greet and appreciation dinner.

ATTACHMENTS:

[Operating Agreement to allow alcohol at Killer Bees games](#)

**Operating Agreement to allow the
Alvinston & District Optimist Club to serve alcohol
at the Brooke-Alvinston-Inwood Community Centre and associated grounds**
(October 1, 2023 – June 1, 2024)
(as per insurance certificate)

The Alvinston & District Optimist Club agrees to:

- 1) Develop a safe transportation strategy to get guests home safely
- 2) Only allow smart serve workers to serve alcohol and selling of tickets
- 3) Allow no glass bottles
- 4) Buy alcohol approved under the Special Occasion Permit from LCBO or Beer Store or LCBO Agency in addition to Munro Honey and Stone Pickers Brewery
- 5) Have copies of your Special Occasion Permit available at the event
- 6) Make sure smart serve workers are identifiable (eg. club shirts)
- 7) Post necessary signage at the event
- 8) Check identification and accept only government issued photo identification
- 9) Serve only standard drinks. These are:
 - 12oz can of beer 5%
 - 5oz glass of 12% wine
 - 1 1/2 oz shot of 40% spirit
- 10) Event workers cannot consume alcohol during the event
- 11) Have a signing authority sign the Municipal Alcohol Policy
- 12) The public is only allowed in the areas specified for bar use and should not be allowed past the specified area (ie – no kids running around the auditorium; no groups of individuals socializing in the auditorium/behind the bar area)
- 13) Sell up to 5 drink tickets at one time
- 14) Drink service - only 2 drinks served to each person at one time
- 15) In the last hour of the permit, drink tickets shall be limited to 2 sold at one time
- 16) That the Optimist Club be charged \$50 / game for use of the additional auditorium space
- 17) That should a booking for the auditorium be received, the Optimist Club and Killer Bees Hockey Club will be advised of the booking with as much notice as possible.

General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$2 million (minimum)/occurrence with an aggregate of not less than \$4 million
- b) Add the Owner as an Additional Insured with respect to the operations of the Named Insured
- c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured
- d) Non-owned automobile coverage with a limit not less than \$2 million
- e) Tenants' Legal Liability
- f) Products and Completed Operations coverage
- g) Contractual Liability
- h) The policy shall provide 30 days prior notice of cancellation
- i) Liquor Liability

Indemnification and Hold-Harmless Clause

The Supplier shall defend, indemnify and save harmless the Municipality of Brooke-Alvinston, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless the Municipality of Brooke-Alvinston from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

Date

Alvinston Optimist Club

Date

Municipality of Brooke-Alvinston



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Alvinston Killer Bees Arena Advertising Proposal
Meeting: Council - 28 Sep 2023
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council not approve the Alvinston Killer Bees Hockey Club's Arena Advertising proposal.

Background:

At the last Council meeting, the Alvinston Killer Bees Hockey Club submitted a proposal to Council to manage our Arena Advertising for \$10,000 per year. That is, they would pay the municipality \$10,000 per year (plus HST) and would "take over" the management of advertising and the collection of all advertising revenues in the Arena (walls, boards, glass, in ice, and clock advertising). A copy of the proposal is attached. Council requested that staff prepare a report outlining what our arena advertising revenues have been over the past number of years to help them make a more informed decision.

Comments:

The Municipality has allowed advertising in the arena on the boards and wall for years. The advertisements were mainly from businesses that the Municipality worked with or upon request. More recently, as of 2016, we began selling advertising on the Olympia; in 2019 we added score board advertising; and in 2022 we started ice surface advertising. Since 2022 we sell rental space on the wall, boards, and ice surface to the Alvinston Killer Bees Hockey Club. They in turn use this space for others to advertise in exchange for their sponsorship of the team.

For the past 2 years we have earned almost \$13,000/year in advertising revenue. See the attached chart of Advertising Revenue by Year.

The Killer Bee's proposal is to give the municipality \$10,000/year to give them exclusive advertising rights for all advertising revenue.

Also, in their proposal, the Killer Bees stated that we charge them more for advertising space than other arenas charge (although they did not supply any specific information). As a comparison, both Glencoe and Watford charge more than we do (see attached Rate Comparison).

From the above analysis, it would appear that the Killer Bee's proposal is not in our best interest (our advertising revenue would drop); we would also lose control of who advertises (local businesses versus sponsors with more money); and should the Killer Bees ever leave, we would be back to square one.

ATTACHMENTS:

[Killer Bees Advertising Proposal](#)

[Advertising Revenue and Rate Comparison](#)



Alvinston Killer Bees Hockey Club

September 5, 2023

Mayor and Councillors of Brooke-Alvinston:

As you are aware the Alvinston Killer Bees have greatly increased the revenue generated from signage on the arena wall, rink boards and 'in ice logos. Like many arenas the major hockey team generates revenue from sponsorships, it's simply not possible to operate without them. For the past year we have generated sponsorship packages and revenue for both our team and the municipality for the rental of the ad space.

Instead of the Municipalities staff contacting, collecting and promoting the company without the possibility of getting paid the Alvinston Killer Bees Hockey Club would be proposing to look after all the advertising inside the Arena. We understand that some companies are grandfathered in, and we would be willing to take over these contracts as is and pay the municipality BEFORE the season begins. If you accept our proposal the Killer Bees Hockey Club would manage the administration and be responsible for the collection of the arena advertising revenue allowing Municipality employees to focus on other more important areas.

Upon speaking to other teams who have similar arrangements with their arenas we have learned that per sign we are paying substantially higher rates than others for arena advertising. However, we are happy to help our community and would like to manage advertising on the wall, rink boards, glass, in ice as well as the clock for a total of \$10,000.00 per year, paid in advance, plus the existing revenue generated from the Clock, wall and rink ads that currently have a contract with the municipality. As these contracts end the \$10,000.00 rate would not change, however if we can agree to a 5-year term we would be willing to add a 3% inflation increase each year for the term.

This agreement would result in one invoice per year from The Municipality to the Alvinston Killer Bees Hockey Club and it would be paid immediately, before the skating season begins.

Moving forward all potential advertisers will be reviewed with staff prior to the printing of the ads.

For more information or details please reach out to me, Chad Hayter or President Dan Cumming.

Thank you for your consideration,

Chad Hayter

Sponsorship Chair,

Alvinston Killer Bees Hockey Club

Cell 519-490-5393

Dan Cumming

President,

Alvinston Killer Bees Hockey Club

Cell 519-328-4944

**Municipality of Brooke-Alvinston
Arena Advertising Revenue**

Year	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Advertising Revenue	<u>\$ 12,800</u>	<u>\$ 12,900</u>	<u>\$ 7,350</u>	<u>\$ 7,560</u>	<u>\$ 7,865</u>	<u>\$ 5,150</u>	<u>\$ 4,850</u>	<u>\$ 4,345</u>
Types of Advertising	Wall Advertising							
	Board Advertising							
	Olympia Advertising							
	Score Board Advertising							
	Ice Surface Advertising							

**Municipality of Brooke-Alvinston
Comparison of Advertising Rates**

	<u>Alvinston</u>	<u>Glencoe</u>	<u>Watford</u>
Wall Advertising	\$ 105.00	\$ 207.96	\$ 125.00
Board Advertising	\$ 155.00	\$ 353.98	\$ 300.00
In Ice Advertising -small	\$ 200.00	\$ 442.48	\$ 400.00
In Ice Advertising - large	\$ 300.00	?	\$ 600.00



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Lasalle Line Complaints
Meeting: Council - 28 Sep 2023
Department: Public Works
Staff Contact: Jamie Butler, Public Works Superintendent

Recommendation:

That Council receive the report as submitted and provide direction for staff to send a status update of the LaSalle Line project to residents in the area as well as posting it on the website.

Background:

The reconstruction of LaSalle Line (west of Nauvoo Road) is a construction project whereby the area in the construction zone will experience dust, various road issues arising from weather, reduced speed and lack of esthetics during the construction period.

Our goal during the construction phase is to ensure safety and ensure the project is completed in a timely manner once it fully begins (anticipated in early summer of 2024).

We have:

- 1) obtained extra dust suppressant for the area
- 2) had Intact Insurance review the area and provide recommendations which we have implemented to keep the area safe.

The majority of complaints are a result of the municipal portion of the roadway where the ditches have been altered for the reconstruction. It is hopeful that in a years' time, the end project will be completed in a manner that is pleasing to all. With any road reconstruction project, there will be temporary alterations that will disrupt normal service.

Comments:

With the delay of the project, staff see it advantageous to provide one standard message with a project update on the LaSalle Line Construction to all homes in the area and additionally posted on the website. This notice will come from the municipal office and will be a status update vs the hearsay updates some residents are receiving.

Financial Considerations:

None associated with this report aside from postage costs of the status update on LaSalle being mailed out.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Municipal Appreciation Events
Meeting: Council - 28 Sep 2023
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the attached policy be approved to recognize appreciation to the Staff, Council and Committee members and Brooke Fire Rescue annually.

Background:

Prior to COVID and in accordance with the municipal HR Policy, a sit down dinner was budgeted for and held annually for all Council, employees, Fire members, committee members and some volunteer groups.

Slight modifications were then made to have an employee Council event, a firefighter event and a committee / volunteer event.

COVID happened and gift cards to municipal businesses and pies baked by the Legion were provided to Council, staff and firefighters.

Comments:

By discussion with current employees, the preference is to have separate events for:

- employees with spouse/guest or gift card to a municipal business. Cohesion as a group is important in this setting and we try to maintain constant interaction between departments.
- the Fire Service. They are similar with their group activities, and have in the past, sponsored by the Association, had a catered meal, awards presentation and social.
- Council members, committee members and service clubs / volunteers in the community to recognize their contributions to the municipality.


As such, the attached policy is being recommended for approval for future planning yearly.

Financial Considerations:

The 2023 budget allocates monies towards an appreciation event not including service awards.

ATTACHMENTS:

[Appreciation Policy](#)

	THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON POLICY MANUAL			
	Subject:	Appreciation Policy	Section	Policy
	Effective Date:	October 1, 2023	Approved By:	
	Revision Date:			

PURPOSE

To show appreciation annually to Council, Committee, Staff and Service Clubs in the Community.

POLICY

Council Members – Committee Members and Service Club / Volunteer Members

That an annual event be held for Council Members, Committee Members and Service Clubs / Volunteers which includes a catered dinner and cash bar at the BAICCC. Each service club should be sent 4 tickets to attend the event. The Municipality shall budget for the event annually.

Brooke Fire Rescue Members

That an annual event be held at the Department's convenience for Brooke Fire Rescue members and guests which includes a catered dinner and cash bar at the BAICCC. The Municipality shall budget for the event.

In cases where the planning of such an event is disturbed with either a pandemic or lack of available members to attend, an alternate choice of \$50 / BFR member to a Brooke-Alvinston business can be made. The Department will need to advise of their preference by November 1st annually.

Employees

That an annual event be held for the Administration, Roads and Parks & Recreation employees and guests which includes a meal and cash bar. The Municipality shall budget for the event annually.

In cases where the planning of such an event is disturbed with either a pandemic or lack of available members to attend, an alternate choice of \$50 / employee to a Brooke-Alvinston business can be made. The employees will need to advise of their preference by November 1st annually.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Request from Dawn Euphemia and Southwest Middlesex
Meeting: Council - 28 Sep 2023
Department: Fire Department
Staff Contact: Steve Knight, Fire Chief

Recommendation:

That any revenues received through joint application with surrounding areas be shared as allocated in the cost sharing arrangement; not individual donations or grants applied for by the individual municipalities in the fire service agreement; and that staff forward a copy of the staff report and motion to Dawn-Euphemia and Southwest Middlesex in response to their joint request of September 7, 2023.

Background:

1) At the February 22, 2022 regular session of Council, a request came from Dawn-Euphemia about their dissatisfaction of how Brooke-Alvinston allocated their ICIP Covid Resilience Fund money.

BACKGROUND

The ICIP Covid Resilience Fund was applied for solely by Brooke Alvinston and was not a joint application with Dawn-Euphemia or Southwest Middlesex. All Municipalities were eligible for (and received) the funding and had discretion on how to spend it. Council supported it to go to the washroom and rear bay renovation of the Firehall and upgrades to the Inwood canteen washrooms. There was no cost sharing assumed with this grant. This was money allocated to Brooke-Alvinston to use as they saw fit. Likewise, Dawn-Euphemia or Southwest Middlesex could have applied their received grant in a similar fashion but chose not to. To quantify the decision, an opinion letter was sought by the municipal auditor who supported the decision by Brooke-Alvinston (attached).

2) At the April 14, 2022 regular session of Council, the Mayor of Dawn-Euphemia was a delegation requesting consideration of a "Fee for Service Agreement". After his presentation, the following motion was passed:

Moved by Frank Nemcek that staff provide a report to Council on Mayor Broad's proposal for a fee for service fire agreement for Council discussion. Seconded by Jeannette Douglas.

3) At the April 28, 2022 regular session, the report (attached) was presented with the following motion being passed: *Moved by Frank Nemcek, that the Council of the Municipality of Brooke-Alvinston reject the Fees for Service proposal for fire protection in the former Euphemia area as presented by Mayor Broad of the Township of Dawn-Euphemia. Wayne Deans seconded the motion.*

Comments:

Brooke Fire Rescue has had a fire service agreement with Dawn-Euphemia and Southwest Middlesex that has been in place for many years. As with all municipalities, cost savings are continuously on the horizon and staff continually seek them out.

In 2020, Dawn-Euphemia requested consideration for a new agreement that changed the contribution arrangement from a percentage of the "gross taxable assessments" for the levy year of the areas serviced under the agreement, to a percentage of the "weighted current value assessment" for the levy year (which weights properties based on their tax class - Residential, Farmland, Commercial, etc.). This reduced Dawn-Euphemia's contribution from approximately 16% to 11.5% of the annual operating and capital budgets. It also dropped Southwest Middlesex's contribution from 7.5% to 5.5%. Although the move to the weighted assessment agreement was a revenue loss for Brooke-Alvinston, the agreement still addressed the operational and capital costs associated with maintaining the same level of service in the portions of the former Euphemia Township, Southwest Middlesex and the Municipality.

At the June 2023 meeting staff had with Administration of Dawn-Euphemia upon their request, it was questioned if again, we would look at changing the current agreement to recognize revenue received by Brooke Alvinston. Brooke-Alvinston Administration restated that Council passed the previous resolutions less than a year ago and had no intent on revisiting. Administration of Dawn-Euphemia hoped with a new Council, it would be reconsidered. Without Council direction, and with firm direction from two previous meetings, a recommended change to revenue sharing was not presented.

As a result of this meeting, an amended agreement with various administrative changes was presented to Council on July 13th with no concerns. The same report was presented to the Fire Committee and no comments were received from either of SWM or Dawn-Euphemia's members. The approved agreement was forwarded to both Dawn-Euphemia and Southwest Middlesex with no comment aside from the submitted letter requesting revenue from Brooke Fire Rescue (in the form of donations, grants etc.) for the other municipalities to share.

The Municipality, including Brooke Fire Rescue are at times awarded grants that municipal staff apply to assist in augmenting the current fire protection services provided by the Department, in addition to donations received from the public.

Examples of recent donations to Brooke Fire Rescue were from a resident in Brooke Township who appreciated the quick response to extinguish a fire on their property and from the Tanner Redick Memorial Tournament. These funds are fully intended to be used for Brooke-Fire Rescue over and above the current budgeted expenses.

In early 2023 an Enbridge grant was applied for and awarded to BFR, up to \$5000 value in the form of combination smoke/CO alarms. This grant was awarded as part of the "Saved by the Beep" test your smoke alarm day initiative that was developed for the province this year, and the value of the materials would not have been included in the annual operations or capital budgets, nor should it have been. The materials are provided as a "nice to have" as they augmented an existing program. The value added of the materials received was in addition to the budget, not part of it. The stipulations in receiving this grant specified that these alarms would be provided to citizens in your municipality free of charge as part of a specific initiative from an external agency, not driven by the department through the normal funding channels and not budgeted as such. Within the current fire agreement, Dawn-Euphemia and Southwest Middlesex are responsible for Public Education and Fire Prevention activities in their municipalities and they would have had the same opportunity to apply and receive this grant. Even though BFR doesn't provide those services as part of the fire service agreement should there be a revenue share for Brooke-Alvinston from their grant if they received it?

Residents or organizations that choose to give to BFR should remain in BFR as per the donors' wishes.

Furthermore, with the arrival of the new 2023 replacement of Pumper 3, the older 1997 Pumper 3 will be sold. In this case, SWM and Dawn-Euphemia will be allocated a portion of the proceeds (as per the agreement) since they contributed their percentage when the truck was originally purchased. This is the only situation where they share revenues (when assets are sold or when the agreement is dissolved).

ATTACHMENTS:

[Letter to BA Council Sept 18, 2023 Re Joint Request Fire Agreement](#)

[Dawn-Euphemia Proposal - Fire Services Report](#)

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



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

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September 7, 2023

via email: jdenkers@brookealvinston.com

Mayor and Council
Janet Denkers, Administrator-Clerk
Municipality of Brooke-Alvinston
3236 River Street
Alvinston, ON N0N 1A0

Re: Joint Request - Township of Dawn-Euphemia & Municipality of Southwest Middlesex

Mayor & Council:

The Joint Fire Services Agreement between the Township of Dawn-Euphemia, Municipality of Southwest Middlesex and the Municipality of Brooke-Alvinston is up for renewal on January 1, 2024.

As such, the Fire Agreement Partners of the Township of Dawn-Euphemia and Municipality of Southwest Middlesex would like to jointly put forward the following request as passed at the Regular Council Meeting of Tuesday September 5, 2023:

2023-166 Councillor Meyer – Councillor McGuire

That Dawn-Euphemia Council make a formal joint request with Southwest Middlesex to Brooke-Alvinston Council asking for the following change to the Draft Joint Fire Agreement: That "*all reasonably estimated revenue and/or cash inflows including but not limited to grants, donations, fees and/or fines*" be included in the Fire Budget so that the partners in the Fire Coverage Agreement share and distribute the revenues and expenses, reflecting a fair, customary joint partnership between our communities. *Carried.*

This request was an integral part of a delegation that Mayor Broad attended with Brooke-Alvinston Council in April 2022, after both the Township of Dawn-Euphemia and Southwest Middlesex were assessed the full cost of \$119,280 for bathroom renovations to the Alvinston Firehall despite Brooke-Alvinston obtaining an \$85,000 grant through ICIP.

Thank you for your consideration in this matter. We look forward to hearing your response.

Yours truly,

TOWNSHIP OF DAWN-EUPHEMIA

Donna Clermont
Administrator-Clerk

MUNICIPALITY OF SOUTHWEST MIDDLESEX

Mike Henry
Chief Administrative Officer



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Dawn-Euphemia Proposal - Fire Services
Meeting: Council - 28 Apr 2022
Department: Fire Department
Staff Contact: Steve Knight, Fire Chief

Recommendation:

That the Council of the Municipality of Brooke Alvinston reject the Fees for Service Proposal for fire protection in the former Euphemia area as presented by Mayor Broad of the Township of Dawn-Euphemia.

Background:

At the April 14, 2022 regular session of Council, Mayor Alan Broad of the Township of Dawn-Euphemia was present as a delegation to propose a move to a fees for service agreement between the Municipality of Brooke-Alvinston and the Township of Dawn-Euphemia. Established over 60 years ago, the original agreement was at the request of residents of the former Euphemia Township who petitioned the Village of Alvinston to provide fire protection services to their area. As a result, the Townships of Euphemia, Mosa, Brooke and the Village of Alvinston drafted an agreement for the provision of fire services. Compensation to the Municipality for Fire Protection Services was determined as a percentage contribution to the annual operating and capital budgets for Brooke Fire based on taxable assessment for each member municipality as provided by MPAC.

In 2020, Dawn-Euphemia requested consideration for a new agreement that changed the contribution arrangement from a percentage of the "gross taxable assessments" for the levy year of the areas serviced under the agreement, to a percentage of the "weighted current value assessment" for the levy year (which weights properties based on their tax class - Residential, Farmland, Commercial, etc.). This reduced Dawn-Euphemia's contribution from approximately 18% to 11% of the annual operating and capital budgets. Although the move to the weighted assessment agreement was a revenue loss for Brooke-Alvinston, the agreement still addresses the operational and capital costs associated with maintaining the same level of service in the portion of the former Euphemia Township and the Municipality. The Municipality of Southwest Middlesex agreed to and adopted the same amendment. This change coincided with some revisions to the Dawn-Euphemia fire area covered by BFR due to the elimination of the Inwood Fire Station.

The current agreement states that amendments can only be made with the unanimous consent of all parties. As such, we were informed by Mayor Broad that Dawn-Euphemia has forwarded their proposal to the Municipality of Southwest Middlesex. To-date there has been no correspondence received from Southwest Middlesex in this regard.

Comments:

Under the Fire Prevention and Protection Act (1997), Part II of the Act states the responsibility for Fire Protection Services is borne by the municipality. The FPPA also provides that a municipality may enter into an agreement to provide specified fire protection services. (Appendix A).

As with every other municipal fire service, the priority for Brooke Fire Rescue is to the taxpayers we serve. The focus must be on what is best for the residents and ratepayers of Brooke Alvinston first.

The long-standing agreement with Dawn-Euphemia and Southwest Middlesex has allowed Brooke Fire Rescue to not only provide suitable fire services for our residents, but also to extend that same service to the fire areas covered in the neighbouring municipalities.

While Dawn Euphemia has indicated that they are satisfied with the level of the fire service they receive from Brooke-Alvinston and that they would like that level of service to continue, they would like to change to an hourly fee for service. The apparent reason for Dawn-Euphemia proposing the change to an hourly fee for service is to reduce their cost. Under their proposal, there are clear costs savings for Dawn-Euphemia. However, the question is: "How can Brooke-Alvinston provide the same level of service at a reduced cost"?

There has always been discussion on putting a price on public safety and that is certainly the main issue here. There is a balance that is required between the costs and the quality of the services provided. This process includes a cost/benefit analysis with public safety programs and the level of service/value provided being the key components. BFR response data shows excellent response times and competencies on scene regardless of the type of response, which is indicative of the quality of the services presently being provided and the value for the cost. The response time for BFR to the Euphemia area cannot be compared to the response time for fire apparatus arriving from their Rutherford station. Our response times are impressive, the number of responding firefighters to every call is consistently high and our service is exceptional. We are a diversely trained department and our members take pride in their positions as competent and well trained first responders. Dawn-Euphemia has been provided the same quality service we provide our residents - no exceptions. To ask for the same service at a lesser price is bold. It is asking our taxpayers to subsidize their fire service.

The current agreement works well providing all parties remain in the agreement (all parties pay their fair share for fire service provided). The longevity of the agreement proves this. Because the agreement includes a dissolution clause whereby an exiting member is entitled to be repaid for their portion of undepreciated cost of assets of the fire service, the payout based on the Net Book Value of assets would be a significant added one-time cost to Brooke-Alvinston. Also, if Brooke Alvinston accepted Dawn-Euphemia's hourly fee for service proposal, we would lose future revenue for our operating and capital expenditures. This in turn would mean that Brooke-Alvinston would have to increase taxes, or reduce costs to compensate.

The proposal presented would end the fire committee and a decision would need to be made by the Township of Dawn-Euphemia on what form of fire protection is most cost effective for their residents. As previously mentioned, a fee-for-service contract provides no financial support to Brooke-Alvinston for operating and capital costs incurred by Brooke Fire Rescue as it is strictly a pay for service contract.

Mayor Broad stated that Dawn-Euphemia has the same hourly fee for service agreement with Chatham Kent for fire protection services in another portion of their township. It is worth noting that Chatham-Kent also has a different funding model as its basis. Chatham Kent is a single tier municipality and the overhead costs in operating multiple stations is spread across their 19 fire stations (and their whole county), where Brooke-Alvinston has only 1 station.

In consultation with the Office of the Fire Marshal and Emergency Management, maintaining ones' own fire service in their own boundaries is preferred. In remote or rural areas, fire agreements are more prevalent and are a common occurrence. The longstanding agreements that have been in place show a strong partnership to protect not only Brooke-Alvinston residents but residents of neighbouring municipalities. These agreements are not based on cost recovery for BFR, but to provide quality, consistent fire protection services, grow and maintain the infrastructure, ensure firefighters are trained and increase the response capabilities of the department.

Mutual Aid is an option that some municipalities consider but is available for certain and specific responses only and should not be relied upon for the only coverage in an area because of the proximity of a station.

The Municipality has a fire service agreement in place with the Township of Warwick for coverage for the north section the Municipality. It works well for both municipalities in ensuring residents have the best coverage available. More recently an automatic aid agreement is being discussed with Oil Springs to cover portions of Enniskillen in their response area and a portion of the western BFR area.

Financial Considerations:

Appendix B displays the Fee for Service proposal applied to actual responses to Dawn Euphemia from 2019 – 2021. It shows that Dawn-Euphemia's Fee for Service proposal would result in a substantial reduction in revenue that Brooke Fire Rescue would receive from Dawn-Euphemia.

Appendix C displays what Dawn-Euphemia is currently paying as per the current agreement. It shows how much of a reduction in revenue would be if the fee for service was used on the responses in those years...'proposed net revenue' minus 'expected expenditures' = 'net revenue'...then 'net revenue' is subtracted from the 'DE levy received' for those years to get the annual reduction in revenue.

Appendix D outlines the reduced contributions that Brooke-Alvinston already agreed to receive from Dawn-Euphemia and Southwest Middlesex by changing from the Percentage Assessed for each fire area from total Current Value Assessments to the Weighted Value Assessments.

Furthermore, Dawn-Euphemia's proposal is a fee for service only and does not consider / include the costs the Municipality incurs when the fire call is called off. There are costs that are incurred even when a fire call is cancelled after being issued. BFR members are paid when responding to a call whether it is called off or not. This proposal also does not cover the operational costs BFR incurs when planning for identified hazards in the Community Risk Assessment to industrial properties such as Haggerty Creek (Dawn-Euphemia).

Brooke-Alvinston currently receives approximately 17% (2021 - SWM 5.44% and Dawn-Euphemia – 11.46%) of its Operating and Capital Budgets to providing fire service coverage as per the agreement. As stated throughout this report, these contributions would not be replaced by the hourly rates proposed by Dawn-Euphemia.

ATTACHMENTS:

[Appendix A](#)

[Appendix B](#)

[Appendix C](#)

[Appendix D](#)

Appendix A

Excerpts from the FPPA (1997)

PART II

RESPONSIBILITY FOR FIRE PROTECTION SERVICES

Municipal responsibilities

2 (1) Every municipality shall,

- (a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and
- (b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

Methods of providing services

(2) In discharging its responsibilities under subsection (1), a municipality shall,

- (a) appoint a community fire safety officer or a community fire safety team; or
- (b) establish a fire department.

Services outside municipality

(5) A municipality may, under such conditions as may be specified in the agreement, enter into an agreement to,

- (a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- (b) receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality.

Appendix B

Dawn-Euphemia Fee for Service proposal applied to responses to Dawn Euphemia from 2019 – 2021

Dawn Euphemia Responses 2019 - 2021 by ALVINSTON agreement area																
year	date	type of response	firefighters responding	trucks	billable hours	R1 cost 1st hour	R1 cost 1 - 4 hour	P3 cost 1st hour	P3 cost 1 - 4 hour	T2 cost 1st hour	T2 cost 1 - 4 hour	T4 cost 1st hour	T4 cost 1 - 4 hour	S5 cost 1 - 4 hour	S5 cost 1 - 4 hour	proposed revenue from DE per response
						\$ 915.01	\$ 327.72	\$ 809.83	\$ 356.34	\$ 623.53	\$ 303.86	\$ 623.53	\$ 303.86	\$ 300.00	\$ 140.00	
2019	March 22	Vehicle/shed fire	15	4	2.5	\$ 915.01	\$ 655.44	\$ 809.83	\$ 712.68	\$ 623.53	\$ 607.72	\$ 623.53	\$ 607.72			\$ 5,555.46
																\$ 5,555.46
2020	february 22	Alarm - cancelled	10	2	1.0											\$ -
2020	March 15	Field Fire	15	4	2.5	\$ 915.01	\$ 655.44	\$ 809.83	\$ 712.68	\$ 623.53	\$ 607.72	\$ 623.53	\$ 607.72			\$ 5,555.46
2020	November 22	MVC	12	4	2.0	\$ 915.01	\$ 327.72	\$ 809.83	\$ 356.34	\$ 623.53	\$ 303.86					\$ 3,336.29
																\$ 8,891.75
2021	may 31	gas leak	11	3	2.0	\$ 915.01	\$ 327.72	\$ 809.83	\$ 356.34	\$ 623.53	\$ 303.86					\$ 3,336.29
2021	nov 22	MVC	16	4	2.0	\$ 915.01	\$ 327.72	\$ 809.83	\$ 356.34	\$ 623.53	\$ 303.86			\$ 300.00	\$ 140.00	\$ 3,776.29
																\$ 7,112.58

Appendix C

Revenue reduction – annually based on previous actual responses includes overhead cost for fuel, depreciation, buildings, administration, insurance, training, etc.

Annual Revenue Gain/Loss based on total actual calls

year	Alvinston Stn responses (inwood)	from appendix B		BFR costs per response			net revenue/deficit	Previous DE levy received	net revenue/deficit	annual revenue reduction based on total actual calls
		revenue per response	BFR labour cost-2hrs minimum @ \$25/hr	overhead per call @\$3500/response	estimated expenditures					
2019	1 (2 inwood)	\$ 5,555.46	(\$750.00)	(\$3,500.00)	(\$4,250.00)	\$ 1,305.46	\$ 38,287.00	\$ 1,305.46	\$ 36,981.54	
2020	3 (1 inwood)	\$ 8,891.75	(\$1,850.00)	(\$10,500.00)	(\$12,350.00)	\$ (3,458.25)	\$ 40,573.00	\$ (3,458.25)	\$ 37,114.75	
2021	2 (2 inwood)	\$ 7,112.58	(\$1,350.00)	(\$7,000.00)	(\$8,350.00)	\$ (1,237.42)	\$ 28,089.00	\$ (1,237.42)	\$ 26,851.58	

Revenue Gain/Loss Based on individual actual calls

year	responses	from appendix B		BFR costs per response			net revenue/deficit	previous net revenue - DE levy per # of actual responses	net revenue/deficit	revenue reduction based on individual actual calls
		revenue from DE per response	BFR labour cost-2hrs minimum @ \$25/hr	overhead per call @\$3500/response	estimated expenditures					
2019	1	\$ 5,555.46	(\$750.00)	(\$3,500.00)	(\$4,250.00)	\$ 1,305.46	\$ 12,762.33	\$ 1,305.46	\$ 11,456.87	
2020	3	\$ 8,891.75	(\$1,850.00)	(\$10,500.00)	(\$12,350.00)	\$ (3,458.25)	\$ 30,429.75	\$ (3,458.25)	\$ 26,971.50	
2021	2	\$ 7,112.58	(\$1,350.00)	(\$7,000.00)	(\$8,350.00)	\$ (1,237.42)	\$ 14,044.50	\$ (1,237.42)	\$ 12,807.08	

Appendix D

Revenue reduction from previous agreement to the current amended agreement shows the change on contributions with the change to Weighted Assessments from Current Value Assessments (also incorporates changes in Fire Areas covered). Used the average combined Operating Capital Budgets of approximately \$245,000 for proper comparison purposes.

Participating Municipalities	Assessed Based on Total Current Value		Assessed Based on Weighted Current Value		Change in Assessment	
	2017 to 2020		2021			
	Average Assessment Percentage	Average Assessment Amount	Assessment Percentage	Assessment Amount	Assessment Percentage	Assessment Amount
Brooke-Alvinston	75.52%	185,033	83.09%	203,577	7.57%	18,544
Dawn-Euphemia	16.82%	41,203	11.46%	28,089	-5.35%	13,114
Southwest Middlesex	7.66%	18,764	5.44%	13,335	-2.22%	5,429
Totals	100.00%	245,000	100.00%	245,000	0.00%	-



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March 4, 2022

To the Council of the Municipality of Brooke – Alvinston:

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

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

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

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

AUDIT – TAX – ADVISORY

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Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Request from Dawn-Euphemia - increased coverage area
Meeting: Council - 28 Sep 2023
Department: Fire Department
Staff Contact: Steve Knight, Fire Chief

Recommendation:

That the boundary adjustments as requested by Dawn-Euphemia be approved.

Background:

The Dawn-Euphemia Fire Department has requested a variance to increase the current response area to include 6 residential properties on a portion of Aberfeldy Line west of the Sydenham River, including Cox Rd. This additional response area and associated revenue will be included in accordance with the Fire Service Agreement when renewed in January 2024.

Through telephone and emails with the Dawn-Euphemia Deputy Fire Chief, they have requested the addition of these 6 residences to the BFR fire agreement. This addition will increase the fire protection services for those addresses (which is currently provided by DEFD) as the BFR fire station is closer than the DEFD station in Rutherford. These addresses are included: 7103, 7225 and 7231 Aberfeldy Line; 2152, 2161 and 2193 Cox Rd

Comments:

Brooke Fire Rescue has a fire service agreement with Dawn-Euphemia and Southwest Middlesex that has been in place for many years. From a fire protection viewpoint this is the right action to take as it will provide a faster response time to the locations listed. Cost to BFR will be included in the revenue formula currently listed in the Fire Service agreement and be reflected in the 2024 budget.

Financial Considerations:

Unknown, as there are no recent calls for service to that area. Fire Service Revenue from Dawn-Euphemia will remain the same until the 2024 budget.