



AGENDA

Council Meeting

4:30 PM - Thursday, October 26, 2023
Municipal Office

	Page
1. CALL TO ORDER	
2. DISCLOSURE OF PECUNIARY INTEREST	
3. MINUTES	
3.1. Regular Council Meeting Minutes of October 12, 2023 Council - 12 Oct 2023 - Minutes - Pdf	3 - 6
4. BUSINESS ARISING FROM THE MINUTES	
5. DELEGATIONS & TIMED EVENTS	
5.1. Court of Revision : Edgar Podolinsky Drain Edgar Podolinsky Schedule of Assessment	7 - 8
5.2. Court of Revision (2nd): Morwood Petition Drain Morwood Drain Revised September 28-23	9
5.3. Terry Piche, Ontario Recreation Facilities Association Inc.(virtual)	
6. CORRESPONDENCE	
6.1. Municipal Correspondence Municipal Information - October 26, 2023	10 - 19
6.2. Correspondence Requiring Action Clearview Township Town of Cobourg Town of Midland Township of East Hawkesbury Township of McKellar	20 - 28
7. STAFF REPORTS	
7.1. <u>Drainage Superintendent's Report</u> Petition for Drainage Works Drain Maintenance Request - 13th Concession Drain	29 - 32
7.2. <u>Parks & Recreation Manager's Report:</u> Proposed mound - Optimist Diamond Proposed mound - Optimist Diamond - Pdf	33 - 39
7.3. <u>Clerk Administrator's Report:</u> Cost Apportioning Agreement - SCRCA Cost Apportioning Agreement - SCRCA - Pdf	40 - 41

- 7.4. **Clerk Administrator's Report:** Joint Service Fire Agreement 42 - 52
[Joint Service Fire Agreement - Pdf](#)
- 7.5. **Clerk Administrator's Report:** Licensing a portion of the arena stands 53 - 56
- Hayter Memorial Hockey Tournament
[Licensing a portion of the arena stands - Hayter Memorial Hockey Tournament - Pdf](#)
- 7.6. **Treasurer's Report:** Ontario Municipal Partnership Fund 57 - 58
[Ontario Municipal Partnership Fund - Pdf](#)

8. BY-LAWS

- 8.1. By-law 39 of 2023 - Third & Final Reading of the Benner Duffy Drain 59 - 60
[Benner Duffy Drain](#)
- 8.2. By-law 48 of 2023 - Fire Service Agreement
- 8.3. By-law 49 of 2023 - SCRCA Agreement 61 - 67
[SCRCA Agreement](#)

9. NEW BUSINESS

10. CLOSED SESSION

11. RISE AND REPORT

12. BY-LAW CONFIRMING PROCEEDINGS

- 12.1. By-law 50 of 2023 - Confirming By-law

13. ADJOURNMENT



MINUTES

Council Meeting

4:30 PM - Thursday, October 12, 2023
Municipal Office

The Council of the Municipality of Brooke-Alvinston was called to order on Thursday, October 12, 2023, at 4:30 PM, in the Municipal Office, with the following members present:

Council Present: Mayor David Ferguson, Deputy Mayor Frank Nemcek, 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: Councillor Craig Sanders

1 CALL TO ORDER

The Mayor called the meeting to order at 4:30 p.m.. Councillor Redick participated virtually in the meeting.

2 DISCLOSURE OF PECUNIARY INTEREST

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

3 MINUTES

a) Regular Council Meeting Minutes of September 28, 2023

RESOLUTION-2023-343

Deputy Mayor Frank Nemcek made a motion that the Council meeting minutes from September 28, 2023 be approved as presented without error or omission. Councillor Don McCabe seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

5 DELEGATIONS & TIMED EVENTS

a) Ken Phillips, SCRCA - Proposed Cost Apportionment MOU

The proposed Memorandum of Understanding and associated agreement outlining Category 3 programs was presented to Council for consideration.

RESOLUTION-2023-344

Councillor Don McCabe made a motion that staff be requested to provide a report back on the proposed MOU and Agreement at the next meeting for consideration. Deputy Mayor Frank Nemcek seconded the motion.

Carried

6 CORRESPONDENCE

a) Municipal Correspondence

The letter from Trillium declining the grant application for the chiller and dehumidifier at the BAICCC was discussed. There was discussion on grant

writers to assist the Municipality with future applications.

RESOLUTION-2023-345

Councillor Don McCabe made a motion that the circulated correspondence be received and filed. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- b) Request for Support: Central Lambton Family Health Team

RESOLUTION-2023-346

Deputy Mayor Frank Nemcek made a motion that the \$300 request for funding for 2024 for Physician recruitment be referred to the 2024 budget deliberations. Councillor Jenny Redick seconded the motion.

Carried

- c) Request for Support: Township of West Lincoln

RESOLUTION-2023-347

Councillor Don McCabe made a motion that the request for support from the Township of West Lincoln be received and filed. Councillor Jenny Redick seconded the motion.

Carried

7 STAFF REPORTS

- a) **Clerk Administrator's Report:** Optimist Dressing Room project

Councillor Nemcek declared a Conflict of Interest as he is an Optimist Member and he did not participate in the discussion or vote.

RESOLUTION-2023-348

Councillor Don McCabe made a motion that Council receive and file this report; and that staff provide a written response to the Optimist Club on the issues noted in Mr. Armstrong's email with Council review. Councillor Jenny Redick seconded the motion.

Carried

- b) **Clerk Administrator's Report:** 2023 Wind Storm Damage

RESOLUTION-2023-349

Councillor Jenny Redick made a motion that the report on the 2023 Wind Damage be received for information. Councillor Don McCabe seconded the motion.

Carried

- c) **Drainage Superintendent's Report:** Benner Duffy Drain Tender

RESOLUTION-2023-350

Councillor Don McCabe made a motion that the low bid from Bruce Poland and Sons in the amount of \$25,345.90 (including HST) for work on the Benner Duffy Drain be approved. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- d) **Drainage Superintendent's Report:** McKinlay Drain Tender

RESOLUTION-2023-351

Deputy Mayor Frank Nemcek made a motion that the low bid from GM Construction in the amount of \$19,888 (including HST) for work on the

McKinlay Drain be approved. Councillor Don McCabe seconded the motion.

Carried

- e) **Treasurer's Report:** Accounts Payable Listing - September 2023

RESOLUTION-2023-352

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

Carried

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

RESOLUTION-2023-353

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

Carried

- g) **Parks & Recreation Manager's Report** (verbal): South (Optimist) Diamond pitching mound

RESOLUTION-2023-354

Deputy Mayor Frank Nemcek made a motion that the report on the Optimist Diamond pitching mound be tabled and that staff be directed to provide additional information. Councillor Don McCabe seconded the motion.

Carried

8 BY-LAWS

9 NEW BUSINESS

- a) The Mayor reminded those present of the home opener Killer Bees game on October 14th.
- b) The Clerk Administrator advised of the grand opening of the Mobile Unit mobile care trailer at the BAICCC on October 27th.
- c) The Fire Chief noted that he recently travelled to Metalfab to preview the new fire truck. He hopes to have it in service mid November.
- d) Councillor Redick noted that her daughter Sydney Redick recently completed in the Canadian Collegiate Softball Association tournament.

10 CLOSED SESSION

11 RISE AND REPORT

12 BY-LAW CONFIRMING PROCEEDINGS

- a) Confirming By-law

RESOLUTION-2023-355

Deputy Mayor Frank Nemcek made a motion that the confirming by-law be moved a first, second, third time and finally passed this 12th day of October, 2023. Councillor Jenny Redick seconded the motion.

Carried

13 ADJOURNMENT

Jenny Redick made a motion to adjourn the meeting at 5:14 p.m..

Clerk-Administrator

Mayor

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		7,820.00	
				Total - Agricultural			
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		394.00	
				Total - Agricultural			

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								
		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			
					<u>1,554.00</u>			
			Total - Public Lands: Roads		12,179.00			
			Total - Non Agricultural		394.00			
			Total - Agricultural		<u>7,820.00</u>			
			Total Assessment					\$20,393.00

Morwood Petition Drain
Municipality of Brooke-Alvinston
June 8, 2023

SCHEDULE OF ASSESSMENT
As revised at Court of Revision September 28, 2023

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	1,426.00	16,822.00	1.74
	Npt.E1/2 L11 & Npt.W1/2 L12	32.81	10-03201	Premier Swine Genetics Ltd.		2,980.00	26,880.00	29,860.00	32.81
	Npt.E1/2 L12	6.45*	10-033	G. Howes-Parkins			3,572.00	3,572.00	4.36
2	W1/2 L18	5.2*	10-089	R. Van Damme			2,843.00	2,843.00	3.47
Total Special Benefit					2,970.00	15,406.00	34,721.00	53,097.00	
* surface water only assessed at a lower rate					Total Benefit	15,406.00			
					Total Outlet		34,721.00		
Total Agricultural Lands					53,097.00				
Public Lands: Roads									
	Ebenezer Road	0.49		Municipality of Brooke Alvinston			1,204.00	1,204.00	1.96
Total Benefit						0.00	1,204.00	1,204.00	
Total Outlet							1,204.00		
Total Public Lands: Roads						1,204.00			
Total Agricultural Lands							53,097.00		
Total Assessment						\$54,301.00			

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

Phone: 519.898.2173
Fax: 519.898.5653



October 2023

Dear residents of LaSalle Line

Re: LaSalle Line Reconstruction Update (West of Nauvoo)

As directed by Council, I am providing to you a status update for LaSalle Line west of Nauvoo. The intent of this letter is to provide you with accurate details and estimated timelines for the project.

The planned construction project calls for a new 7m wide reconstructed road with 1m shoulders. The 10km long project is being completed in stages.

First Stage: Nauvoo Road to 7591 LaSalle Line (1.9km)

- The first section of LaSalle addressed has been milled and built up with gravel to create a better and sufficient base for the road. This was completed because the tar and chip surface treatment was breaking up and becoming unrepairable. The solid base is necessary to handle the heavy equipment that frequently travels the road and is necessary before any future surface treatment is completed.

Second Stage: LaSalle Line Between Little Ireland and Forest Road

- Pulverizing the existing road surface and granular base improvements through to Forest Road.
- The second section of LaSalle has been delayed to 2024 due to the unforeseen storms that have hit our Municipality this year and as a result, occupied our time and resources. The construction on this section of road is large and heading into the fall and winter months is not the ideal time to begin. This section of roadway will also have several culverts replaced prior to any road base improvements happening. Similar to the 1st stage this needs to be completed to handle the heavy equipment travelling the road.

Public Works Department
Municipality of Brooke-Alvinston

Frequently asked questions

1) *I was able to cut my grass along the roadway and now I cannot.*

Because of the construction to date, some ditches have been altered and will continue to be altered along the roadway. These ditches are in the road allowance and in all cases, will be groomed in the final stages of the reconstruction of LaSalle Line. We will not be doing any remedial work to the ditches until the road improvements are complete.

2) *The road is narrow and should be widened*

Design consistency is important throughout the entire length of the reconstruction project. If there is a hard surface to be placed on LaSalle, the proposed 7m pavement with 1m shoulder will not be attainable through the low areas at the cemetery and east of #7591 without widening the road base. Extending the culverts on the north and south sides of the road and widening the road would be required. An engineer will need to be consulted.

3) *When will LaSalle Line be paved?*

A hard surface for LaSalle has not been approved to date and is contingent on available funds. A project like this often requires special federal and/or provincial funding to make it feasible to complete without a significant tax increase. We will pursue any government grants, should they become available and hard surfacing approved.

4) *The road is too dusty*

The dust suppressant delay in 2023 was due to the supply issues. We are hopeful to have the application applied much earlier in 2024. Each roadway gets the same application. We generally apply dust suppressant after final grading of the roadway and ideally before July 1st.



Brooke-Alvinston Inwood Community Centre Public Skating Calendar 2023-2024

Public Skating Date	Time	Sponsor
October 29, 2023	1-2 pm	Killer Bees/MNP LLP
November 5, 2023	1-2 pm	Bluewater Power
November 12, 2023	1-2 pm	Alvinston Legion
November 19, 2023	1-2 pm	Alvinston Mini Storage
November 26, 2023	1-2 pm	Kucera Farm Supply
December 3, 2023	1-2 pm	Glencoe Family Dentistry
December 10, 2023	1-2 pm	Bluewater Power
December 17, 2023	1-2 pm	Wanstead Farmers
January 7, 2024	1-2 pm	Armor's Ale House
January 14, 2024	1-2 pm	KT Excavating
January 21, 2024	1-2 pm	PT Auto Cosmetics
January 28, 2024	1-2 pm	Gerber Electric/Mechanical
February 4, 2024	1-2 pm	PT Auto Cosmetics
February 11, 2024	1-2 pm	Lambton Rural Childcare
February 18, 2024	1-2 pm	Munro Honey
February 25, 2024	1-2 pm	Gerber Electric/Mechanical
March 3, 2024	1-2 pm	PT Auto Cosmetics
March 10, 2024	1-2 pm	Wanstead Farmers
March 17, 2024	1-2 pm	Munro Honey
March 24, 2024	1-2 pm	PT Auto Cosmetics

PD Day Skate

November 17, 2023	9-11 am	Brooke Telecom
	1-3 pm	Bluewater Power
February 2, 2024	9-11 am	Alvinston Pro Rodeo
	1-3 pm	Brooke Telecom

New Year's Eve Skate Sponsored by McAlpine Seeds from 1-3 pm

The Municipality of Brooke-Alvinston would like to thank the above businesses and individuals for sponsoring Public Skating on Sundays, PD Days and New Year's Eve.



LAMBTON COUNTY HISTORICAL SOCIETY



Lambton County Historical Society

Meeting Minutes

October 26th, 2023 @ 6:30 pm

Point Edward Optimist Hall at 210 Monk Street,
Point Edward, ON., N7V 1N2



October will be our sit down dinner in Point Edward with the meeting following the dinner. Meeting will start at 6:30 to accommodate meal.



Lambton County Historical Society
Meeting Minutes

September 28th, 2023

Township of Dawn-Euphemia Fire Hall
4596 Lambton Line, Dresden, Ont.

- Opening by President; Ron Urry
- Thank You to Host; Marie Stephenson for making all the arrangements.
- Thank you to Harold Snary for his presentation on Sydenham History.
- Review minutes of the previous Minutes.
 - Motion to accept with change by Dan Carron and seconded by Margaret Perry
- Treasurer Meeting Report:
 - Total Balance: \$8801.95
 - Motion to accept by Ron McLean and seconded by Gord Perry.
- Secretary Report: Motion to accept by Deb Narr and seconded by Elsie Urry.
- Unfinished Business:
 - New badges can be ordered through Marjorie Cumming.
 - Government key for incorporation has been mailed to Betty-Lou. Found out we must submit request to company to fill out forms to change corporate address. I am looking into the process and cost.
 - Thank you to Bill Moran for printing out "Not for profit Incorporation Handbook.pdf." for the executive.
 - Gord is making arrangements for the bursary payment.
- New Business:
 - Turkey dinner for next meeting. It will be \$25.00 plate. Please notify Deb Narr to order number of plates. Order must be in by the 12th.
- Upcoming County Happenings:
 - Dawn-Euphemia – Book, \$20. – See Marie Stephenson
 - Campbell House (Original Home) is to be torn down.
 - Watford Museum has been awarded \$100,000 for renovations. Open house Saturday afternoon from 1 – 4pm
 - Sarah gave an update for Liz on the Cemetery in Petrolia
 - Sombra Museum has a harvest Home at the community hall. Nov. 2nd is a meal for \$35.00 and Halloween museum is \$5.00, from October 26, 27 and 28th. Calendar is for sale \$25.00 the theme is farms
 - Attendance: 21+ 4 Guests
- Next meeting: Point Edward Optimist Community Hall
- Closing by President: Motion to close was made by Bill Moran and seconded by Don Caron.

LAMBTON COUNTY HISTORICAL SOCIETY



Agenda

October 26th, 2023 @ 6:30 pm
 Point Edward Optimist Hall at 210 Monk Street,
 Point Edward, ON., N7V 1N2

- Welcome to Host. Point Edward – Steve King and Jim Burns
- Thank you to Host for arrangements.
- Special speakers or features – Annual Dinner - Turkey
- 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
- New Business
- 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.

Next meeting – March 28th 2024, meeting place to be determined.



**St. Clair Region Conservation Authority
Meeting Highlights – September 14, 2023**

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

Memorandum of Understandings for Category 2 and 3 Programs: SCRCA General Manager, Ken Phillips has been engaging with staff and councils of member municipalities to begin the process of preparing MOUs and funding agreements for Category 2 and Category 3 programs and services as prescribed under O. Reg. 687/21 – Transition Plans and Agreements for Programs and Services under Section 21.1.2 of the *Conservation Authorities Act*. Two agreements have been completed and were approved at the September Board meeting. Pre-consultation continues with municipal staff at the Authority's remaining member municipalities.

Disposition of Highland Glen and C.J. McEwen Conservation Areas: As per the requirements under Section 21(2) of the *Conservation Authorities Act*, a 45-day public consultation period was initiated on July 12th for the disposition of the Highland Glen and C.J. McEwen Conservation Areas to the Town of Plympton-Wyoming. In total, three comments were received concerning the C.J. McEwen Conservation Area and four comments were received concerning the Highland Glen Conservation Area. Comments and questions raised have been addressed in the conservation easements imposed for both properties. Staff will now provide notice of the dispositions to the Minister of Natural Resources and Forestry with a closing date of December 20, 2023.

Seasonal Camping Fee Schedule: The Authority owns and operates three regional campgrounds that offer both seasonal and transient camping opportunities. For many years, seasonal camping at the SCRCA has been operated under market rate, and due to increasing operating costs and the need to maintain reserves, the Board of Directors approved a three-year price increase strategy that will see fees increase by 7% in 2024, 10% in 2025, and 10% in 2026.

Disaster Mitigation and Adaptation Fund (DMAF): The Government of Canada has opened the third intake for the Disaster Mitigation and Adaptation Fund (DMAF), a national merit-based program that will invest \$1.375 billion to support wildfire mitigation activities, rehabilitation of storm water systems, and restoration of wetlands and shorelines. The SCRCA has submitted seven projects for consideration. All located along the Lake Huron and St. Clair River shorelines, the project locations were chosen based on the need to protect public and private infrastructure along with improving safety for public use.

Flood Threat: High intensity rain events have led to localized flooding throughout the watershed. The month of July experienced five intense rainstorms that saw 145 mm of rain, which is more than double the average rain for this month. Staff will continue to monitor weather forecasts and precipitation amounts to see if the trend of frequent intense precipitation events continue in future years.

Planning and Regulations Activity: Between June 1 and July 31, 2023, staff issued 47 permits and responded to 122 inquiries under O. Reg 171/06 – Development, Interference of Wetlands, and Alterations to Shorelines and Watercourses. Additionally, 16 permits were issued during the same timeframe under the *Drainage Act* and Section 28 Regulations Team (DART) protocol. Planning activity between June 1st and July 31st included the review and comment on 72 municipal plan input and review files, 4 environmental assessments, and 10 legal inquiries.

2023 Conservation Scholarships: On July 31st and August 1st, the recipients of the 2023 Conservation Scholarships were presented with their awards by SCRCA Chair, Pat Brown. The conservation scholarship program rewards graduating high school students who are pursuing post-secondary studies in a conservation-related field and who have demonstrated high academic standing and involvement in environmental initiatives.

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

- Annabelle Rayson, St. Patrick's Catholic Secondary School, Sarnia
- Olivia Grubb, Lambton-Kent Composite School, Dresden

Tony Stranak Conservation Scholarship (\$500)

- Brynn Dugdale, Strathroy District Collegiate Institute, Strathroy

Mary Jo Arnold Conservation Scholarship (\$500)

- Rebecca Adema, Strathroy District Collegiate Institute, Strathroy

For more information, contact:
 Ken Phillips, General Manager
 519-245-3710 ext. 236
 kphillips@scrca.on.ca

Longwood to Lakeshore Project Update – Fall 2023



Hello,

With the changing of the seasons, we wanted to take an opportunity to provide an update on the Longwood to Lakeshore Project. As you may recall from our communications last spring, this is a new project that includes two new single-circuit 500kV transmission lines between our Longwood Transmission Station (TS) in Strathroy-Caradoc to our Lakeshore TS in Lakeshore.

Project planning

Earlier this year, we kicked off the planning for the project with an Environmental Assessment (EA). In Ontario, the *Environmental Assessment Act* and its regulations ensure environmental effects are taken into consideration for all phases of a project. This process is designed to assess the existing natural, economic, social, and cultural environment and identify mitigation measures to address potential effects prior to construction.

In March and April, we hosted our first round of community open houses, both in-person and virtual. Thank you to everyone who attended and shared feedback and questions. A copy of the information shared at our open houses and interactive map of the project area can be found by visiting HydroOne.com/Longwood-to-Lakeshore.

Route alternatives and what's next

Currently, we are still in the process of identifying route alternatives for the new project which includes the in-depth study of initial technical and environmental information. As part of this, we consider input received from the community and technical stakeholders including municipalities, conservation authorities and agriculture groups.

We anticipate sharing the routes that will be studied further in early 2024, and will update those on our project contact list and those in the study area to encourage feedback which will support the selection of the preferred routes.

We have also started some field work within the Route Selection Study Area, including a fall bird migration survey as shown in the photo on the left. This is one example of the field studies that will be used in the evaluation of the alternative routes, once identified.



Stay in touch

We will provide updates as the project progresses and we encourage you to share your feedback. If you have any questions or would like to share any comments, connect with us at 1.877.345.6799 or Community.Relations@HydroOne.com.

To be removed from our contact list, email us at the contact above.



CLEARVIEW
TOWNSHIP

Clerk's Department
Township of Clearview
Box 200, 217 Gideon Street
Stayner, Ontario L0M 1S0
clerks@clearview.ca | www.clearview.ca
Phone: 705-428-6230

October 18, 2023

File: C00.2023

Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Sent by Email

Dear Premier Ford,

RE: Illegal Car Rally – Provincial Task Force

Please be advised that Council of the Township of Clearview, at its meeting held on October 16, 2023, passed a resolution supporting the correspondence/resolution from the Town of Wasaga Beach regarding illegal car rallies:

Moved by Councillor Broderick, Seconded by Deputy Mayor Van Staveren, Whereas, the prevalence of unsanctioned car rally events has grown in recent years throughout North America; and

Whereas, the Town of Wasaga Beach has been the target of unsanctioned car rallies over the past four years resulting in property damage, threats to public order, and significant risk to people's safety and enjoyment of their property;

And Whereas the protections afforded by the Canadian Charter of Rights and Freedoms are being violated by unsanctioned car rally organizers and participants, thereby infringing on the rights of others and undermined the response of enforcement personnel; and

Whereas, unsanctioned car rally activity crosses multiple jurisdictions requiring a province wide coordinated response framework to protect all communities from the same disruption and risk to public safety;

Therefore Be It Resolved That the Town of Wasaga Beach requests that a provincial task force be assembled to create a municipal response framework to protect communities from unsanctioned car rallies with a mandate to include, but not limited to:

- Investigate legislative enhancements and tools to assist municipalities in responding and enforcing unsanctioned car rallies.
- Investigate expanded powers for municipal law enforcement officers.
- Develop a proactive approach to awareness, prevention, enforcement and collaboration across all enforcement personnel, including police, municipal law enforcement officers and other provincial offences officers.
- Investigate harsher penalties and increased fines for unsanctioned car rally organizers and participants; and

That the Province provide funding to municipalities to assist with the cost in enforcing unsanctioned car rallies; and

And Further That a copy of this resolution be sent to the Right Honourable Prime Minister Justin Trudeau, Honourable Doug Ford, Premier of Ontario, the Honourable Michael Kerzner, Solicitor General of Ontario, the Honourable Doug Downey, Attorney General of Ontario, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, the Honourable Prabmeet Sarkaria, Minister of Transportation, MPP Brian Saunderson, Commissioner of the Ontario Provincial Police, County of Simcoe, FCM, and AMO.

If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Regards,



Sasha Helm Kay-Playter, B.A., Dipl. M.A., AOMC
Clerk/Director of Legislative Services

cc: Right Honourable Prime Minister Justin Trudeau
Premier Doug Ford
Hon. Michael Kerzner, Solicitor General of Ontario
Hon. Doug Downey, Attorney General of Ontario
Hon. Paul Calandra, Minister of Municipal Affairs and Housing
Hon. Prabmeet Sarkaria, Minister of Transportation
MPP Brian Saunderson
Commissioner Thomas Carrique, Ontario Provincial Police
County of Simcoe Council



The Corporation of the Town of Cobourg

Resolution

Hon. Doug Ford
Premier of Ontario
Legislative Building,
Queen's Park, Toronto,
ON M7A 1A1
VIA EMAIL:
doug.fordco@pc.ola.org

Town of Cobourg
55 King Street West,
Cobourg, ON, K9A 2M2
clerk@cobourg.ca

October 11, 2023

RE: Correspondence from the Township of Puslinch regarding Illegal Land Use Enforcement

Please be advised that the Town of Cobourg Council, at its meeting held on October 2, 2023, passed the following resolution:

Moved by Councillor Miriam Mutton
Seconded by Councillor Brian Darling

Resolution No: 314-2023
October 2, 2023

THAT Council receive the correspondence from the Township of Puslinch regarding Illegal Land Use Enforcement for information purposes; and

FURTHER THAT Council endorse and support the resolution from the Township of Puslinch and Council direct staff to send a duplicate resolution to associated ministries and Ontario Municipalities.

The resolution reads as follows:

That the Illegal Land Use Enforcement Taskforce's mandate be expanded to include other types of illegal land uses and not solely on illegal trucking land uses; and

That the Province be requested to strengthen municipal enforcement powers by:

- Amending the Municipal Act to enable municipalities to physically bar entry to properties where illegal land uses that have significant detrimental impacts on adjacent residential properties, the environment or create unsafe situations;
- Increasing the maximum penalty amounts in the Planning Act to \$50,000 for an individual upon conviction and on a subsequent conviction, not more than \$25,000 for each day in which the contravention has continued after the day in which the person was initially convicted; and



The Corporation of the Town of Cobourg

Resolution

- Including provisions to ensure a corporation is liable to fines of not more than \$100,000 upon first conviction and not more than \$50,000 for each day in which the contravention has continued after the day in which the corporation was initially convicted.

That a copy of this report be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, MPP, Dufferin-Caledon; the Honourable Doug Downey, Attorney General of Ontario; and

That a copy of this report be provided to the municipalities within the Greater Golden Horseshoe area seeking support in the request for strengthened enforcement powers to combat significant illegal land uses negatively impacting communities across Ontario and to the Association of Municipalities of Ontario (AMO) and Rural Ontario Municipal Association (ROMA).

Sincerely,

Kristina Lepik
Deputy Clerk/Manager, Legislative Services

Cc: The Honourable Steve Clark, Minister of Municipal Affairs and Housing,
The Honourable Sylvia Jones, Deputy Premier, Minister of Health and MPP Dufferin-Caledon,
The Honourable Doug Downey, Attorney General of Ontario,
Association of Municipalities of Ontario,
Rural Ontario Municipal Association,
Ontario Municipalities

THE CORPORATION OF THE
TOWN OF MIDLAND

575 Dominion Avenue
Midland, ON L4R 1R2
Phone: 705-526-4275
Fax: 705-526-9971
info@midland.ca



September 8, 2023

The Senate of Canada
Ottawa, ON
K1A 0A4

Via Email: sencom@sen.parl.gc.ca

Premier Doug Ford
Legislative Building
Queen's Park
Toronto ON
M7A 1A1

Via Email: premier@ontario.ca

Dear Premier Ford:

Re: "Catch and Release" Justice is Ontario

At its September 6, 2023, Regular Council Meeting with Closed Session the Council for the Town of Midland passed the following Resolution:

That the Town of Midland send a letter to the Federal and Provincial Governments requesting meaningful improvements to the current state of "catch and release" justice in the Ontario legal system. Police Services across Ontario are exhausting precious time and resources having to manage the repeated arrests of the same offenders, which in turn, is impacting their morale, and ultimately law-abiding citizens who are paying the often significant financial and emotional toll of this broken system; and

That this resolution be sent to other Municipalities throughout Ontario for their endorsement consideration.

Thank you.

Yours very
truly,

THE CORPORATION OF THE TOWN OF MIDLAND

Sherri Edgar

Sherri Edgar, AMCT
Municipal Clerk
Ext. 2210



Catherine Fife

MPP Waterloo

Robert Kirby
 Mayor of Township of East Hawkesbury
 5151 County Road 14, P.O. Box 340, St-Eugene, ON, K0B 1P0

RE: Requesting your support for Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022

September 25, 2023

Dear Mayor Kirby,

I am writing to you today to share an update on Bill 21, Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022, and to request your support for this important legislation.

Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.

The Act was inspired by Cambridge resident Jim McLeod, who will have been separated from his wife of 65 years Joan, on September 17, 2023. Nearly 6 years later, Jim continues to champion spousal reunification. He often says that he will talk to anyone and has two giant binders full of his advocacy work on the Bill. Last week, he told me that his heart is breaking because of his separation from Joan. He has brought other seniors who are separated from their spouses into the advocacy – you cannot sit with these folks for any amount of time and not care deeply about this legislation.

I know that you value the many contributions that older adults have made to Waterloo Region, and care deeply that they can live their final years with dignity and love. **I am hoping you will consider bringing a motion forward to your Council, in support of the Till Death Do Us Part Act.** Your support will help us to keep attention on this important legislation, so that it can finally be called to the Standing Committee on Social Policy – one step closer to Royal Assent.

I would be happy to discuss the Bill with you further, via phone call or an in-person meeting at your convenience. Thanks in advance for considering my request.

Sincerely,

Catherine Fife, Waterloo MPP
 Finance & Treasury Board Critic

Constituency Office
 100 Regina St. S., Suite 220
 Waterloo, ON N2J 4A8
 Ph: 519-725-3477 | Fax: 519-725-3667
 Email: cfife-co@ndp.on.ca

Queen's Park Office
 Room 154, Main Legislative Bldg.
 Queen's Park, Toronto ON M7A 1A5
 Ph: 416-325-6913 | Fax: 416-325-6942
 Email: cfife-qp@ndp.on.ca

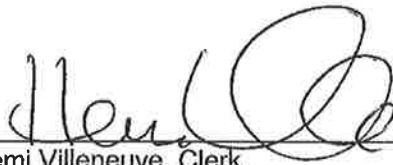
Township of East Hawkesbury
Regular Meeting



Agenda Number: 16.
Resolution # 2023-50
Title: Correspondence
Date: October 10, 2023

Moved by: Monique Desjardins
Seconded by: Stéphanie Sabourin

Be it resolved that Council support Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together.



Hemi Villeneuve, Clerk,

Carried



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

October 19, 2023

Hon. Doug Downey
 Attorney General
 McMurry-Scott Bldg 11th Flr, 720 Bay St.
 Toronto, ON M7A 2S9

Sent via email: Doug.Downey@ontario.ca

RE: Call for an Amendment to the *Legislation Act, 2006*

Dear Mr. Downey,

At the Regular Meeting of Council held on October 17, 2023, the Council of the Corporation of the Township of McKellar carried the following resolution:

Resolution No. 23-671

Moved by: Councillor Kekkonen

Seconded by: Councillor Zulak

WHEREAS Metroland Media Group has sought bankruptcy protection and will cease the print publication of its weekly community newspapers across Ontario, moving to an online-only model; and

WHEREAS Neil Oliver, Chief Executive Officer and President of Metroland Media Group, said the 71 Metroland community publications will be digital only going forward; and

WHEREAS the *Legislation Act, 2006* provides a definition of "newspaper" which applies to every Ontario Act and Regulation, as in a provision requiring publication, means a document that, (a) **is printed in sheet form**, published at regular intervals of a week or less and circulated to the general public, and (b) consists primarily of news of current events of general interest; ("journal"); and

WHEREAS Ontario Municipalities are required to follow publication and notice requirements for Provincial Acts and Regulations; and

WHEREAS communities such as the West Parry Sound Area cannot comply with publication requirements in Provincial Acts and Regulations as the Parry Sound North Star news publication is no longer being printed in sheet form and there are no other local news publications fitting the definition of “newspaper”; and

WHEREAS some small, rural, Ontario Municipalities may not have the means to bring an application to the Court to ask for directions and approval of an alternate manner of providing notice;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby request the Provincial government to make an amendment to the *Legislation Act, 2006* to include digital publications as an acceptable means of publication and notice requirements for Provincial Acts and Regulations; and

FURTHER request the support of all Ontario Municipalities; and

FURTHER THAT this resolution be forwarded to the Minister of Municipal Affairs and Housing, Paul Calandra; Parry Sound-Muskoka MPP, Graydon Smith; The Association of Ontario Municipalities (AMO); CEO and President of Metroland Media Group, Neil Oliver and all Ontario Municipalities.

Carried

Regards,



Karlee Britton
Deputy Clerk
Township of McKellar
deputyclerk@mckellar.ca
(705) 389-2842 x5

cc:

Paul Calandra, Minister of Municipal Affairs and Housing
Graydon Smith, MPP Parry Sound-Muskoka
The Association of Ontario Municipalities (AMO)
Neil Oliver, CEO & President, Metroland Media Group
All Ontario Municipalities



The Corporation of the Municipality of Brooke-Alvinston
REQUEST FOR MAINTENANCE / REPAIR / IMPROVEMENT
(Drainage Act, R.S.O. 1990, Chapter D.17)



I hereby give notice that the Elliott Tait Drain is out of repair and request that:

Maintenance (preservation of a drainage works) or repair (restoration of a drainage works to its original condition) be performed under the provisions of Section 74 of the Drainage Act, R.S.O 1990, Chapter D.17.

The drain be improved (modification of or an addition to a drainage works intended to increase the effectiveness of the system) under the provisions of:

___ Section 76, (Update the Schedule of Maintenance for the Drain)

___ Section 78, (New Engineer's Report for the Drain)

(of the Drainage Act, R.S.O. 1990, Chapter D.17)

The following work is required:

Ditch needs to be cleaned

Property Description: Lot _____ Concession _____ Roll Number 3815-120-020-05605

911 address 3341 Sutorville Rd

Dated at the Municipality of Brooke-Alvinston this 17th day of October, 2023

Jason Podolinsky

Name-please print

Name-please print

[Signature]

Signature

Signature

Telephone# 519-844-2856

Home

519-490-5703

Cell

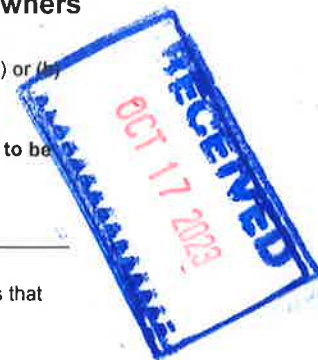
Email address: jason@podolinsky.com

Additional Comments if any:



**Petition for Drainage Works by Owners
Form 1**

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)



This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the Municipality of Brooke-Alvinston

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

Farm located on the south west corner of Shiloh Line and Sutorville Road.

The North West portion of the farm drains north under Shiloh to the Crang Drain. We need to have a new outlet pipe installed that requires either digging up Shiloh Line or boring under it.

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) Podolinsky	(First Name) Jason	Telephone Number 519 490-5703 ext.
Address		
Road/Street Number 6246	Road/Street Name Shiloh Line	

Location of Project			
Lot <u>NW 1/4 Lot 6</u>	Concession <u>6</u>	Municipality Brooke-Alvinston	Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)

- Construction of new open channel
- Construction of new tile drain
- Deepening or widening of existing watercourse (not currently a municipal drain)
- Enclosure of existing watercourse (not currently a municipal drain)
- Other (provide description ▼)

Name of watercourse (if known)

Estimated length of project
50 Feet

General description of soils in the area
Clay

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only
- Surface water drainage only
- Both

Petition filed this 17th day of October, 2023

Name of Clerk (Last, first name) Denkers, Janet | Signature [Signature]

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
---------------	-----------------------------

Ward or Geographic Township	Parcel Roll Number 3815-120-020-05400
------------------------------------	---

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership


Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print) Louie Podolinsky	Signature 
Name of Corporation 1950685 Ontario Limited	I have the authority to bind the Corporation.
Position Title Director	Date (yyyy/mm/dd) 2023/10/17

Number	Property Description
---------------	-----------------------------

Ward or Geographic Township	Parcel Roll Number 3815-120-020-05400
------------------------------------	---

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation.
Position Title	Date (yyyy/mm/dd)

Check here if additional sheets are attached Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.



The Corporation of the Municipality of Brooke-Alvinston
REQUEST FOR MAINTENANCE / REPAIR / IMPROVEMENT
(Drainage Act, R.S.O. 1990, Chapter D.17)

I hereby give notice that the 13th Concession Drain is out of repair and request that:

Maintenance (preservation of a drainage works) or repair (restoration of a drainage works to its original condition) be performed under the provisions of Section 74 of the Drainage Act, R.S.O 1990, Chapter D.17.

The drain be improved (modification of or an addition to a drainage works intended to increase the effectiveness of the system) under the provisions of:

 Section 76, (Update the Schedule of Maintenance for the Drain)

 Section 78, (New Engineer's Report for the Drain)

(of the Drainage Act, R.S.O. 1990, Chapter D.17)

The following work is required:

To widen the culvert on the West side to allow access to Sharon McGrail's back field

Property Description: West Half of Lot 3 Lot Concession 13 Roll Number 38-15-120-040-10700-0000
911 address 6418

Dated at the Municipality of Brooke-Alvinston this 10th day of October, 2023

Sharon McGrail

Name-please print

Name-please print

Sharon McGrail

Signature

Signature

Telephone#

Home

Cell

Email address:

brktel.on.ca

Additional Comments if any:

Already talked to Ray Pobbis and David Moore about this. We need access to the back field this fall, so need the work done as soon as possible



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Proposed mound - Optimist Diamond
Meeting: Council - 26 Oct 2023
Department: Parks and Recreation
Staff Contact: Greg Thornicroft, Parks and Recreation Manager

Recommendation:

That Council review the information presented.

Background:

At the October 12, 2023 regular session of Council, the report on the installation of a pitching mound was tabled as more information was sought on a proposed creation of a hard ball diamond in Inwood.

Comments:

The attached diagram outlines the current measurements of what is recommended for a hard ball diamond and what the actual measurements of the Inwood diamond are. The attached diagram indicates the left, centre and right measurements are 50' to 100' short.

In addition, to incorporate the Inwood ball diamond to a hard ball diamond, additional modifications including the relocation of a new fence, and the purchasing of land to accommodate the play. The left field also has a Brooke Telecom road allowance that is used to access the tower on the northwest edge of the property. In addition to the shortfall of area to play, the lights would need to be relocated so not to be in the middle of the play area.

A Parks & Recreation Committee (PARC) meeting was held on October 17th and the proposed mound placement on the Optimist Diamond was discussed. The Committee supported the placement of the mound on the Optimist Diamond.

Team registration #'s for 2024

2 t -ball teams

6 softball teams

7 hardball teams

Financial Considerations:

To revamp the Inwood softball diamond to a hardball diamond, costs incurred would include:

- i) purchase of land
- ii) removal and installation of fence
- iii) removal and installation of light standards

ATTACHMENTS:

[Letter from Minor Ball](#)

[Inwood Ball Field measurements](#)

[mound picture](#)

[Letter from the Optimist club](#)



Proposed Hard Ball & Mound in Alvinston South Diamond

On behalf of Alvinston minor ball we would like to have a permanent pitchers mound in the Alvinston South diamond. This would include our U15 and U18 hardball teams which will bring around 50 kids from the area. In the past we have had a portable mound. This mound is inadequate for our older groups. It is dangerous and does not fill the void needed to play hardball.

The proposal is a mound that would be a ramp style. It would be five feet wide with a gradual slope from 10 inches to the level playing field. This would help with the two pitch baseball that's being played there as well. In two pitch we use a pitchers cage in front of the pitcher to ensure safety. This cage would essentially be in front of the mound and take the mound out of play.

The Western Counties baseball association (the league Alvinston plays in) will not kick us out of the league if we do not change our mound but due to safety concerns will be looking at different avenues as far as playing in other hardball diamonds. Examples of this would be our home games being played on the opposing teams diamonds and not having a home diamond. As an organization I believe this is not a great alternative for our older teams.

The Alvinston South Diamond has the proper dimensions for hardball for our U15, U18 and U21 age groups. The diamond was originally built for hardball. It has two foul poles in left and right field to accommodate

even senior hardball. Our Alvinston minor ball association continues to have strong registration due to the fastball and hardball numbers. The great thing about the association is the diversification in sport.

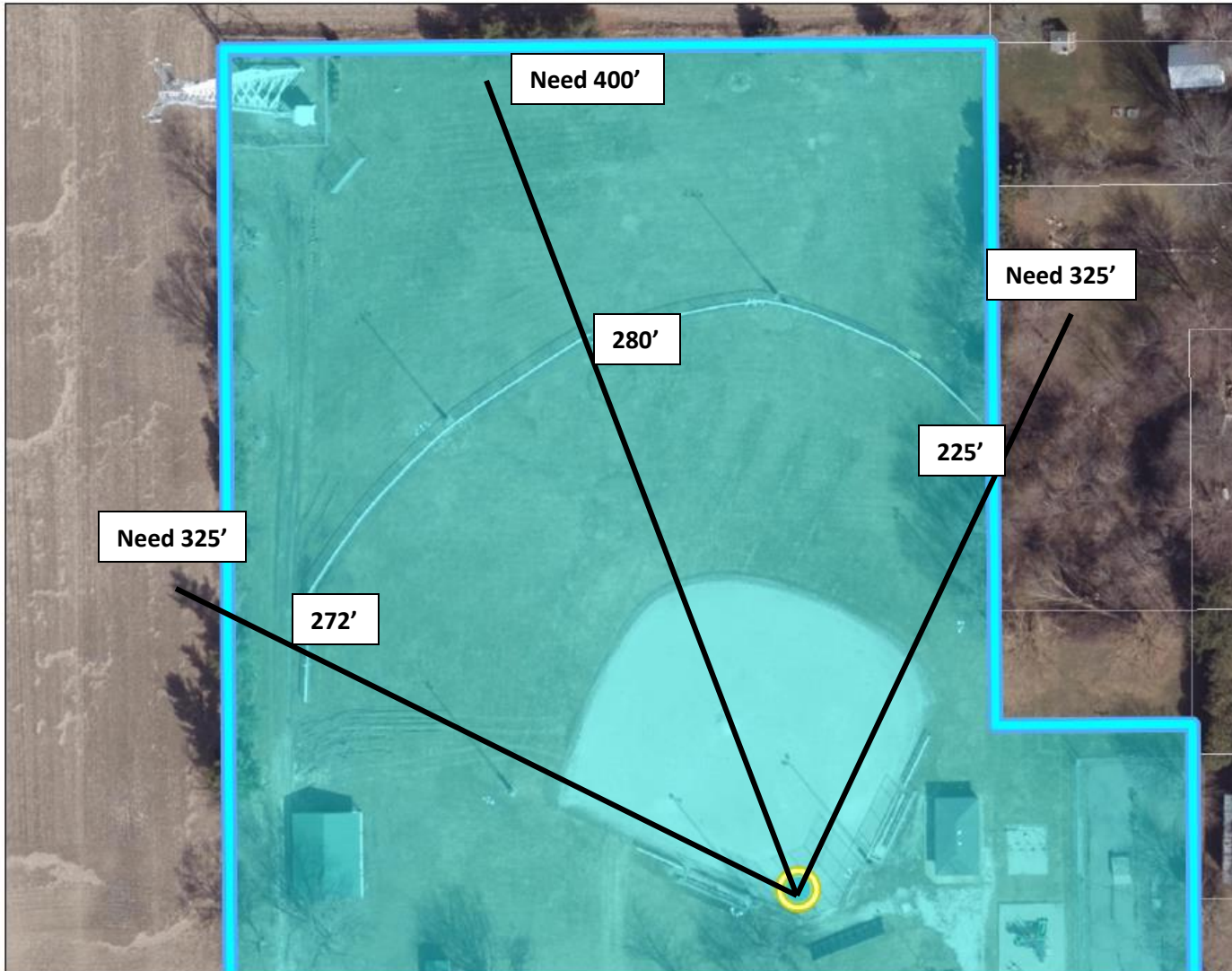
The Inwood diamond is simply not large enough for U15 and above baseball. The U15 and U18 teams would be using the diamonds from April to late August 3 to 4 times a week each team.

Jason Migchels

519-330-9746

jasonm@wansteadfarmerscoop.com

Lambton County GIS



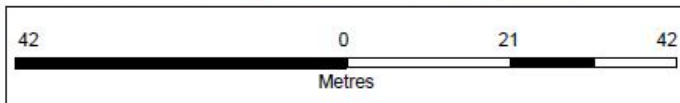
Legend

- Assessment Parcels
- Citations

Location

Notes

County of Lambton
789 Broadway St
Wyoming, ON N0N 1T0
www.lambtongis.ca



1: 826



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pitching mound - Google Search | pitching mound dimensions - G | 10-inch Mound - Beacon Athletic | +

ballfields.com/baseball-field-dimensions/pitching-mounds/10-inch-mound/

BEACON ATHLETICS to reduce dig SHOP and LEARN DESIGN CONTACT Search...

rooting. This clay layer should be a minimum of 2 1/2" - 4" thick.

■ APPROXIMATE VOLUME of DuraEdge blocks or DuraPitch / Blackstick clay

Area	DE ProLoc Blocks		Bagged Mound Clay		
	2.5"D	4"D	3"D	4"D	
Table	15 sq ft	68 blocks	110 blocks	12 bags	15 bags
Front Slope	62.5 sq ft	282 blocks	450 blocks	47 bags	63 bags
Total Area	77.5 sq ft	350 blocks	560 blocks	59 bags	78 bags

8' from front of rubber

10-INCH MOUND PROFILE

65°F Mostly cloudy | Search | We're Open. Let's Chat. | 11:27 AM 10/3/2023



3236 River Street, P.O. Box 28
Alvinston, Ontario, N0N 1A0
Tel: 519 898-2173 Fax: 519 898-5653

April 25, 2005

Wallace B. Lang
Barrister & Solicitor
5274 Nauvoo Road
Watford, Ontario
NOM 2S0

Dear Sir:

Re: Alvinston Optimist Ball Park and related property TRANSFER TO
Township of Brooke-Alvinston

The Alvinston Optimist Club purchased land and developed a hard ball diamond a few years ago and now because of taxes and maintenance on the property, the club has asked that the Township take it over as part of the recreation facility and program.

We drafted an offer to purchase which was signed by the Municipality and the Optimist Club. I have been directed to have the transfer deed prepared and registered. I have enclosed copies of the 25R plans for the property and request them returned when the deal is complete.

If you have any further questions, please call.

Sincerely

ra

Robert Alderman
Clerk-Treasurer,
Township of Brooke-Alvinston



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Cost Apportioning Agreement - SCRCA
Meeting: Council - 26 Oct 2023
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That this report be received and filed; and that the proposed cost apportioning agreement with the SCRCA be approved; and that the Mayor and Clerk be authorized to sign all necessary documents.

Background:

At the October 12, 2023 regular session of Council, Ken Phillips presented the cost apportioning agreement to Council. A staff report was requested for follow up discussion.

Comments:

Recently proclaimed changes to the Conservation Authorities Act have enacted many changes which affect the relationship between municipal governments and conservation authorities (CA's) for the provision of programs and services. By January 1, 2024, four key elements will need to be in place:

1) Transition "Work" plan - (December 31-2021)

The CA is to deliver to participating municipal governments a work plan of how they propose to work with municipalities to meet the requirements of the Act and regulations. COMPLETE

2) Inventory of Programs and Services - (February 28, 2022)

This is an inventory of current services and programs offered by the CA which indicates sources of funding. The programs and services will be portrayed in three different categories. This inventory also includes a list of programs that the CA intends to provide in the future and could identify new programs. COMPLETE

3) Consultation of Inventory - (December 31, 2023)

The inventory is broken into three categories and will show sources of funding and an average amount spending that has been used to deliver these programs and services. If an average does not make sense, the Conservation Authority will use some other methodology with explanation.

- Category 1: Mandatory Programs and Services in the Conservation Authorities Act
- Category 2: Municipal Programs and Services provided through agreement between a municipal government and a CA
- Category 3: Other Programs and Services that the CA members and important to deliver in order to best meet the overall direction of the Conservation Authorities Act (this was the presentation to Council)

Service Agreement / Memorandum of Understanding and/or Cost Apportionment Agreements between CA's and Municipalities for Category 3 programs need to be in place for January 1, 2024.

The SCRCA proposed the following costs for Brooke-Alvinston under the Category 3 Programs. The proposed costs are modest and benefits of the programs and services will benefit the community at large. Category 3 are defined as other Programs and Services that the CA determines are advisable to provide to further the purposes of the Act.

- i) School & Community Programs \$ 500
- ii) Private Land Stewardship \$ 750
- iii) Conservation Services \$ 750

Financial Considerations:

The proposed cost being presented is \$2,000 which are payable in addition to the municipal levy. The agreement will not take effect until January 1, 2024



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Joint Service Fire Agreement
Meeting: Council - 26 Oct 2023
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the Mayor and Clerk be authorized to sign the revised joint fire services agreement as presented.

Background:

The attached agreement was circulated to Council on July 10, 2023 and reviewed by the Fire Committee and the associated Councils.

Comments:

Staff reiterated Council's decision on cost sharing to Southwest Middlesex and Dawn-Euphemia. Southwest Middlesex respectfully requested one minor adjustment: to include the annual assessments in an appendix. As both municipalities work with their software to calculate the current year, we are in a position to formally adopt the attached by-law for implementation in 2024.

The fire service area map in Dawn-Euphemia was subsequently updated to reflect their requested boundary adjustments in a portion of the former Euphemia area.

Financial Considerations:

None associated with this report.

ATTACHMENTS:

[By-law 48 of 2023 - Fire Service Agreement revised](#)

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER 48 OF 2023

BEING A BY-LAW TO ENTER INTO A FIRE SERVICES AGREEMENT TO JOINTLY MANAGE AND OPERATE A FIRE DEPARTMENT.

WHEREAS Section 9 of the *Municipal Act*, 2001, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 8 of the *Municipal Act*, 2001, provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS section 20(1) of the *Municipal Act*, S.O. 2001, c. 25, provides that a municipality may enter into an agreement with one or more municipalities to provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

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

1. That the Mayor and Clerk be authorized to execute and the Clerk to affix the Corporate Seal on behalf of the Corporation to an agreement between the Municipality of Brooke-Alvinston, Township of Dawn-Euphemia and Municipality of Southwest Middlesex a copy of such agreement being hereto attached and marked as Schedule "A" to this By-law.
2. That this By-law rescinds all previous or existing By-laws of the Municipality of Brooke-Alvinston, on issues covered by this By-law or contrary to the opinion of this By-law.
3. That this By-law shall come into full force and be effective January 1, 2024.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
26th DAY OF OCTOBER, 2023

Mayor – David Ferguson

Clerk Administrator – Janet Denkers

SCHEDULE "A"

to

By-law Number 48 of 2023

This agreement made this _____ day of _____, 2023

Between

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

-and-

THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

-and-

THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

WHEREAS Section 20(1) of the *Municipal Act*, S.O. 2001, c. 25, provides that a municipality may enter into an agreement with one or more municipalities to provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the parties hereto have passed respective By-laws for entering into this joint operating agreement;

AND WHEREAS the parties hereto have agreed to jointly participate in the fire department known as "Brooke Fire Rescue" hereinafter called the "department" for the purpose of providing fire protection in the respective areas defined in this agreement;

AND WITNESSETH this agreement that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

- 1. In this agreement,
 - (a) "Fire Chief" means the chief of Brooke Fire Rescue.
 - (b) "Designate" means the person, who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of Brooke Fire Rescue, who has the same powers and authority as the Fire Chief.
 - (c) "Response area" means the areas of the participating municipalities, as described in Appendix "A" – Brooke-Alvinston Area, attached to and forming part of this agreement.
 - (d) "Department" means the fire department of the Municipality of Brooke-Alvinston.
 - (e) "Fire Protection Services" means a range of programs designed to protect the lives and property of the inhabitants of the fire department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by man or nature and includes rescue and suppression services in accordance with the services listed in the current Municipality of Brooke-Alvinston Bylaw 41 Of 2020 – Establish and Regulate a Fire Department.
 - (f) "Quorum" means at least one representative from Brooke-Alvinston and one Representative of each of the other participating municipalities.

2. A joint committee of management shall be established and shall be composed of elected officials with two (2) representatives appointed by the Council of the Municipality of Brooke-Alvinston, one (1) representative appointed by the Council of the Township of Dawn-Euphemia and one (1) representative appointed by the Municipality of Southwest Middlesex and is to be known as the "Brooke-Alvinston Fire Committee". The fire committee representatives shall be appointed for a term as determined by their respective Councils. Any vacancy occurring in the fire committee shall be filled within thirty (30) days of same occurring by the Council of the Municipality which had appointed the member wherein the vacancy occurred. Each Council may substitute appointed members if they cannot attend a meeting. Remuneration for attendance at Brooke-Alvinston Fire Committee meetings is the responsibility of the local municipality and not the Committee. When a vote is required and there is a tie, the tie will be resolved by weight of contribution to the annual budget.

3. (a) The fire committee shall appoint a chairperson, from amongst its members, at the first meeting of the fire committee annually.
 (b) The chairperson shall preside at all meetings of the fire committee and be charged with the general administration of the business and affairs of the fire committee.

4. (a) The secretary of the fire committee shall be the Clerk or his/her designate of the Municipality of Brooke-Alvinston.
 (b) The treasurer of the fire committee shall be the Treasurer of the Municipality of Brooke-Alvinston.
 (c) The auditor of the fire committee shall be the auditor of the Municipality of Brooke-Alvinston.

5. (a) The fire committee shall hold at least four (4) regularly scheduled meetings annually, and at such other times at the call of the chairperson or on petition of a majority of the members of the fire committee. The first meeting of every calendar year will be determined by the Municipality of Brooke-Alvinston Clerk and Fire Chief. An annual meeting schedule will be determined by the Committee at the first meeting of the calendar year.
 (b) The fire committee shall ensure the attendance of the Fire Chief and/or his/her designate at each regular and special fire committee meeting.

6. The fire committee shall ensure that all meetings are convened and continued only when quorum is present.

7. (a) All fire committee meetings shall be conducted in accordance with the Procedural By-law for the Municipality of Brooke-Alvinston.
 (b) Minutes of meetings of the fire committee are to be submitted to the Clerk and designated representative of each Council within 10 business days after the meeting. Approved fire committee minutes are to be circulated to the Council of each party to this agreement as soon as practicable.

8. (a) The annual budgeted expenditures (capital and operating) for the following year shall be prepared by the fire chief and a draft will be submitted to the fire committee for conditional approval by the end of November annually. The fire committee shall conditionally approve the budgeted expenditures; and copies shall be provided to the participating municipalities for information only. The Council of the Municipality of Brooke-Alvinston are responsible for any amendments and for final approval. Along with the annual budgeted

expenditures, the Fire Chief will endeavour to provide an estimated 5 year capital budget for information purposes only to allow participating municipalities to anticipate upcoming capital commitments.

- (b) Each of the participating municipalities shall be invoiced and pay their share of the operating and capital expenditures in four installments as follows:
 25% of the current year's budgeted expenditures in February
 25% of the current year's budgeted expenditures in May
 25% of the current year's budgeted expenditures in August
 25% of the current year's budgeted expenditures in November
- (c) Over or under levies shall be taken into consideration in the May calculations
- (d) Payments are due by the end of the respective month or invoice due date.
 Interest is to be charged on unpaid accounts.
- (e) Each participating municipality is responsible for their own provisions for reserve fund(s) for the replacement of equipment.
9. The parties hereto agree that for the purposes of the financial terms and commitments to this agreement, that all capital and operating costs shall be financed as per percentages calculated yearly based on the weighted current value assessment (as determined by municipal by-laws) for the levy year of the areas serviced under this agreement. (Appendix C)
- It is the responsibility of the participating municipality's Treasurer to provide the Treasurer of Brooke-Alvinston with the assessments by December 31st, or as soon as possible after MPAC releases the final assessment roll if it has been delayed and as soon as the County passes their tax ratio (weighting) by-law.
10. It shall be the responsibility of the fire committee for the preparation and recommendation to respective Councils of draft by-laws, the formulating of policies, for and relating to the administration of the department and of the fire committee.
11. The fire committee shall provide adequate facilities and equipment for the operation of the department.
12. The fire committee shall be responsible for providing fire protection to area within the boundary lines as per Appendix "A" as attached and forming part of this agreement.
13. The department shall endeavor to respond as soon as possible to all emergency calls within the defined areas (as per Appendices A) with such apparatus and personnel as per policy established by the fire committee.
14. The fire committee hereby authorizes the Fire Chief to, within the approved budget, purchase necessary parts and/or supplies and have the necessary repairs conducted to keep the apparatus and equipment in proper operating condition. The Purchasing Policy for the Municipality of Brooke-Alvinston shall be followed by the Fire Chief.
15. All parties to this agreement shall give such authority as may be necessary to the members of the department in all matters pertaining to fire protection.
16. The provision of insurance shall be provided by the Municipality of Brooke-Alvinston. Participating municipalities are to be named as parties to the insured.
17. (a) This agreement shall come into effect January 1, 2024 and shall remain in force for a period of three years, unless terminated earlier in accordance with section 19. The parties agree that this agreement shall be automatically renewed from year to year unless, not less than six (6) months prior to the annual renewal

date, a participating party gives written notice indicating its desire to terminate the agreement.

(b) If the parties agree to dissolve either or both of the department and committee, each party shall receive 100% of its unamortized share of the dissolved department assets as listed in Appendix B on such dissolution. Funds due to any municipality from dissolution of assets will be paid in equal installments over the next consecutive three (3) year term.

(c) Should one of the parties wish to propose an amendment to this agreement, such written notice shall be given to all parties at least thirty days (30) days prior to the next regularly scheduled meeting of the fire committee.

(d) An amendment to this agreement can only be made with the unanimous consent of all parties hereto except as hereinafter provided.

(e) A party desiring to cease participation in one of the department and committee shall be subject to the provisions of clause 19 hereof and will be compensated by the remaining parties. The share of assets shall be the amount as reflected on the schedule of capital assets as listed in Appendix 'B' less the accumulated amortization (Net Book Value-NBV) or if the asset is to be liquidated, the estimated fair market value (if higher than the NBV) as determined by an independent appraiser / purchaser chosen and approved by the committee. The Tangible Capital Asset Policy of the Municipality of Brooke-Alvinston shall apply.

18. So often as there may be any dispute between the parties to this agreement, or any of them, with respect to any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the initial responsibility to resolve any issues arising is with the Fire Chief's and Clerks of each municipality. Failure to resolve the same shall be submitted to arbitration under the provisions of the Municipal Arbitration's Act, R.S.O. c. 304 and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration's Act, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of an agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitration's Act, R.S.O. c.25 or pursuant to any successor legislation.
19.
 - a) In the event that any party to this agreement wishes to cease participating in the fire committee, they may do so provided that one (1) year's written notice is given to each of the other parties regardless of the date of notice. Any written notice given as foresaid shall terminate this agreement as of December 31st of the following year in which notice is given.
 - (b) Upon ceasing participation in this agreement, all aspects of the Provincial Mutual Aid plan adopted by the Lambton County Fire Departments will apply to any and all responses in the areas formerly under this agreement.
20. It is agreed that, with respect to matters not dealt with in this agreement, the fire committee may formulate policies for and relating to the administration and operation of the department unless otherwise prohibited by any applicable statute or regulation passed thereunder.
21.
 - i. No Claims: The Township of Dawn-Euphemia and the Municipality of Southwest Middlesex shall not be liable or responsible to any firefighter or other personnel employed by Brooke Fire Rescue in the event of injury or damage to personal property suffered while responding to, attending at, or returning from the scene from providing Fire Services to the Townships

ii. No Claims: The Township of Dawn-Euphemia and the Municipality of Southwest Middlesex shall not be liable or responsible to the Municipality of Brooke-Alvinston in the event of damage to property occasioned while utilized in responding to, attending at, or returning from the scene from providing Fire Services to the Township of Dawn-Euphemia or Township of Southwest Middlesex.

iii. Indemnification: Each party to the agreement shall defend, indemnify and save harmless the other party, 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 allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of their respective Fire Department, its directors, officers, employees, agents or any of them in conjunction with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by both parties in accordance with this agreement and shall survive this Agreement

Each party to the agreement agrees to defend, indemnify and save harmless the other party 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 either party to the agreement'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 both parties in accordance with this Agreement, and shall survive this Agreement.

22. Any notice required to be given by either party to the other shall be sufficiently given and sent by facsimile transmission, delivered, mailed, emailed or couriered to the other at:

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

The Municipality of Southwest Middlesex
153 McKellar Street
Glencoe, ON N0L 1M0

The Township of Dawn-Euphemia
4591 Lambton Line; RR4
Dresden, ON N0P 1M0

Any such notice shall be conclusively deemed to have been given and received at the time of delivery by one party to the address of the other. Either party may by notice in writing to the other designate another address to which notice if mailed more than 10 days after giving of notice of change of address shall be addressed.

23. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms thereof.
24. Upon the execution of this agreement, any existing agreements amongst the parties as amended with respect to fire protection shall forthwith become null and void.
25. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal as void or unenforceable, then

the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect.

- 26. In witness whereof the parties have hereunto affixed the signatures of their duly authorized officers.
- 27. This agreement shall be known as the "Brooke-Alvinston Fire Services Agreement"
- 28. That By-law 42 of 2020 be rescinded effective January 1, 2024.

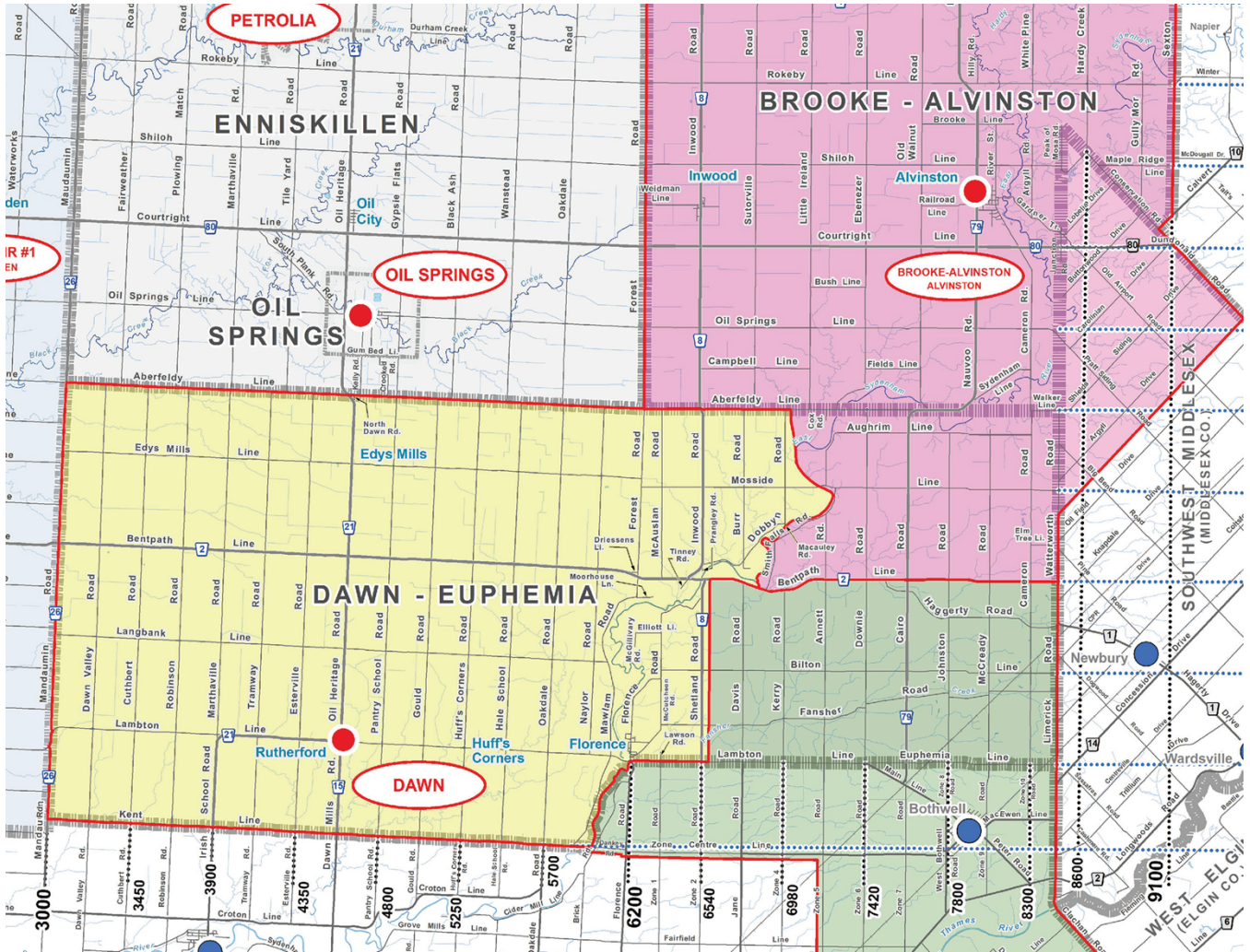
Corporation of the Municipality of
Brooke-Alvinston

Mayor – David Ferguson

Clerk – Janet Denkers

Witness

Appendix A of By-law 48 of 2023
Response Area



Southwest Middlesex Fire Department area of protection

A triangular parcel east of Alvinston, bound by Peak of Mosa Rd at Conservation Rd/Dundonald Rd, between Argyll Dr and Oilfield Dr back to Watterworth Rd (Appendix E). ALL CALLS will be responded to by Brooke Fire

Dawn-Euphemia FD area of protection

A parcel south of Alvinston, from Aberfeldy Line/Walker Line to Watterworth Rd to Bentpath Line to Smith Falls Road and along the Sydenham River to Aughrim Road and back to Aberfeldy Line; Aberfeldy Line west of the Sydenham River including Cox road and up to 7103 Aberfeldy Line ALL CALLS will be responded to by Brooke Fire

Appendix B of By-law 48 of 2023
Fixed Assets

- Fire Apparatus
- Vehicle Extrication equipment - Heavy Hydraulics
- PPE – Protective Ensembles (Bunker Suits) only
- Self Contained Breathing Apparatus – new and upgrades
- Fire Station Capital expenses – repairs and equipment upgrades - Capital expenditures listed in each budget year
- Training Equipment and Facilities – Capital expenditures listed in each budget year

Appendix C of By-law 48 of 2023
Weighted Current Value Assessments

	Brooke-Alvinston	Dawn-Euphemia	Southwest Middlesex
2021	83.90%	11.47%	5.44%
2022	83.34%	11.25%	5.41%
2023			
2024			
2025			
2026			
2027			



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Licensing a portion of the arena stands - Hayter Memorial Hockey Tournament
Meeting: Council - 26 Oct 2023
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the Council of the Municipality of Brooke-Alvinston allow alcohol to be served in the stands at the 2023 Hayter Memorial Hockey Tournament games provided the conditions outlined are followed.

Background:

A request was received from one of the organizers of the Hayter Memorial Hockey Tournament to allow alcohol in a portion of the arena stands during the tournament games. A similiar request was received in 2022 without any issues.

Comments:

The Optimist Club previously requested a similiar request and were approved upon signing of an agreement. The draft agreement is attached for Council consideration and should be applicable to the Hayter Tournament Committee for consistency.

Financial Considerations:

None associated with this report.

ATTACHMENTS:

[Hayter Memorial Tournament Committee Request](#)
[Operating Agreement to allow alcohol](#)

Janet Denkers

From: Ron & Sandra <r.mccabe@brktel.on.ca>
Sent: Monday, September 12, 2022 9:10 PM
To: Janet Denkers
Subject: re: liquor license request for Jimmlou6

Hayter Memorial Hockey Tournament

Brooke Alvinston



Attention: Municipality of Brooke Alvinston

I am writing this letter on behalf of the Hayter Memorial Hockey Tournament as a formal request that we be allowed to apply for a liquor license; that will include both the upstairs and downstairs auditoriums as well as the East half of the arena.

Thank you,

Ron McCabe

**Operating Agreement to allow the
Hayter Memorial Hockey TOurnament to serve alcohol
at the Brooke-Alvinston-Inwood Community Centre and associated grounds
(November 17, 2023 – November 18, 2023)
(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
- 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) Sell up to 5 drink tickets at one time
- 13) Drink service - only 2 drinks served to each person at one time
- 14) In the last hour of the permit, drink tickets shall be limited to 2 sold at one time

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

Hayter Memorial Tournament

Date

Municipality of Brooke-Alvinston



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Ontario Municipal Partnership Fund
Meeting: Council - 26 Oct 2023
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council Receive and File the Ontario Municipal Fund (OMPF) 2024 Allocation Notice

Background:

The Ontario Ministry of Finance recently announced the OMPF allocations for 2024. They have kept the same formula they have had in recent years. However, under the current formula the government is reducing the amount they give to rural communities and increasing the amount they give to urban communities.

Comments:

Key Facts about the OMPF for Brooke-Alvinston:

- Our 2024 OMPF allocation for 2024 is \$397,700; down \$56,200 or 12.4% from our 2023 allocation.
- It is down over \$1.2 million or 75.6% from our 2012 allocation.
- Cumulative OMPF losses since 2012 amount to over \$8.7 million.
- In 2012 the OMPF allocation represented over 85% of our local taxation funding almost half of our yearly budget.
- In 2024 the OMPF allocation will represent less than 12% of our local taxation and only 10% of our yearly budget.
- In 2024 we will have to increase taxes by 1.7% just to cover the reduction from the OMPF.
- In 2012 our OMPF funding was equivalent to \$1,537 per household; in 2024 it will be equivalent to \$375 per household in Brooke-Alvinston.

Financial Considerations:

As the attached graph shows, there is a direct correlation between our OMPF reductions and our taxation increases. It also shows that we have not increased taxation to keep up with the OMPF reductions and inflation increases since 2012.

Relationship to Strategic Plan:

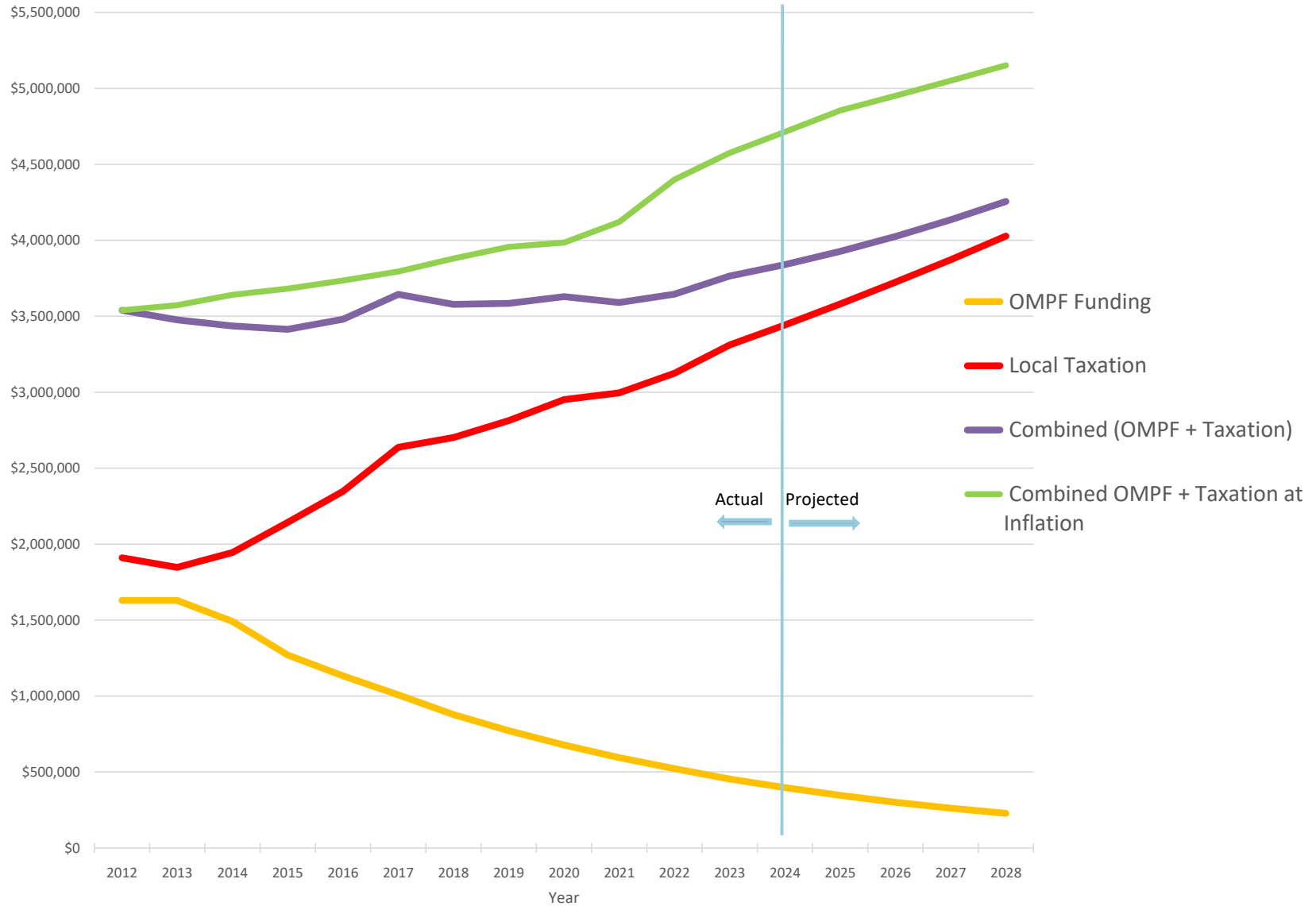
Fiscal Sustainability

ATTACHMENTS:

[OMPF Chart](#)

BROOKE-ALVINSTON

Ontario Municipal Partnership Funding (OMPF) and Taxation Comparison



**THE CORPORATION OF THE MUNICIPALITY OF
BROOKE-ALVINSTON**

BY-LAW NUMBER 39 of 2023

**BEING A BY-LAW TO PROVIDE FOR A DRAINAGE WORKS IN THE
MUNICIPALITY OF BROOKE-ALVINSTON IN THE COUNTY OF LAMBTON**

WHEREAS the requisite number of owners have petitioned the Council of the Municipality of Brooke-Alvinston in the County of Lambton in accordance with the provisions of the *Drainage Act*, requesting that the following lands and roads be drained by a drainage works known as the “Benner Duffy Drain” in the Municipality of Brooke-Alvinston;

AND WHEREAS, the Council of the Municipality of Brooke-Alvinston in the County of Lambton has procured a report made by R. Dobbin Engineering Inc. and a copy of the report dated May 29, 2023 is attached hereto and forms part of this by-law;

AND WHEREAS the estimated cost of constructing the drainage works is \$33,083.00;

AND WHEREAS \$1,239.00 is the amount to be contributed by the Municipality for construction of the drainage works;

AND WHEREAS \$33,083.00 is being assessed in the Municipality of Brooke-Alvinston in the County of Lambton

AND WHEREAS the Council is of the opinion that the drainage of the area is desirable;

THEREFORE, the Council of the Municipality of Brooke-Alvinston under the *Drainage Act* enacts as follows:

1. The report dated May 29, 2023 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Municipality of Brooke-Alvinston may borrow on the credit of the Corporation the amount of \$33,083.00, being the amount necessary for construction of the drainage works.
 - (2) The Corporation may issue debentures for the amount borrowed less the total amount of,
 - (a) grants received under section 85 of the Act;
 - (b) commuted payments made in respect of lands and roads assessed within the municipality;
 - (c) money paid under subsection 61(3) of the Act; and
 - (d) money assessed in and payable by another municipality,
 and such debenture shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by the Ontario Government for tile loans on the date of sale of such debentures.
3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the report to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. For paying the amount of \$1,239.00 being the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Municipality of Brooke-Alvinston in each year for one year after the passing of this by-law to be

collected in the same manner and at the same time as other taxes are collected.

- 5. All assessments of \$2,500.00 or less are payable in the first year in which the assessment is imposed.
- 6. This by-law comes into force on the passing thereof and may be cited as "Benner Duffy Drain By-law".

FIRST READING _____, 2023

SECOND READING _____, 2023

Provisionally adopted this _____ day of _____, 2023.

David Ferguson, Mayor

Janet Denkers, Clerk-Administrator

THIRD READING _____, 2023.

Enacted this _____ day of _____, 2023.

David Ferguson, Mayor

Janet Denkers, Clerk-Administrator

Cost Apportioning Memorandum of Understanding

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (hereafter, "Effective Date").

BETWEEN:

MUNICIPALITY OF BROOKE-ALVINSTON

(hereafter, "Municipality")

AND:

ST. CLAIR REGION CONSERVATION AUTHORITY

(hereafter, "SCRCA")

WHEREAS SCRCA is a conservation authority established under the *Conservation Authorities Act* ("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of SCRCA;

AND WHEREAS the Act permits the SCRCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that SCRCA advises to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for delivery of programs and services;

NOW THEREFORE, in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar

year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between SCRCA and the Municipality:
 - a. The Agreement will provide overarching terms and conditions for delivery of non-mandatory programs and services by SCRCA that SCRCA deems advisable to further the purpose of the Act.
 - b. The SCRCA agrees to provide the programs and services outlined in Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be determined by the Municipality and the SCRCA as outlined in Schedule B.
 - d. The SCRCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs or services must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
 - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the SCRCA Board of Directors within the annual budget process including a 30-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. The SCRCA may charge a user fee in the delivery of any of the programs and services outlined in Schedule A where appropriate to reduce costs apportioned to the Municipality.

Review and Regular Intervals

4. This Agreement shall be reviewed by the parties:
 - a. On an annual basis; and
 - b. Prior to the expiry of the Initial Term and each Renewal Term it shall the SCRCA's responsibility to initiate the review with the Municipality at least one hundred and

eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

Dispute Resolution

5. The Municipality and the SCRCa will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a) Agree to a fair process for mediating issues;
 - b) Utilize and equally share the costs of a neutral facilitator as agreed upon by the parties, if required;
 - c) Identify common agreement / ground in the best interest of the parties;
 - d) Identify all options to resolve;
 - e) Select best option.

Early Termination

7. Upon such written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Agreement is terminated, any operating expenses and costs incurred by the SCRCa for providing services shall be paid by the Municipality up to and including the Termination Date.

Available to the Public

8. This Cost Agreement shall be made available on the SCRCa's website.

Execution

9. The Agreement may be executed in counterparts in writing electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

Letters of Agreement

10. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement if additional programs and services are

requested from the SCRCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

11. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the SCRCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ST. CLAIR REGION CONSERVATION AUTHORITY

Per: _____

Chair - _____

Per: _____

General Manager/Secretary Treasurer - _____

MUNICIPALITY OF BROOKE-ALVINSTON

Per: _____

Mayor - _____

Per: _____

Clerk - _____

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

SERVICE AREAS

Under Section 21.1 of the Conservation *Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA's jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

The SCRCA is intending to enter into an agreement with The Municipality of Brooke-Alvinston with regard to the provision of School and Community Programs, Conservation Services and Private Land Stewardship. It is proposed that this Cost Sharing Apportionment Agreement be executed in order to maintain consistency with the guidelines from the Province of Ontario. See Schedule B.

The SCRCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects, and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies the SCRCA's program areas by Category.

Currently, all of the programs and services included in the SCRCA's Category 3 program area are supported through self-generated means, including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Tree Planting.

The SCRCA is seeking the financial support of its member municipalities through Category 3 agreements for the delivery of the School and Community Programs, Conservation Land Services (Tree Planting) and Private Land Stewardship.

Category 1 Mandatory programs and services as identified in Ontario Regulation 686/21. These programs are eligible to be funded through general municipal levy (no agreement required).	Category 2 Municipal programs and services that are provided at the request of the municipality. These programs can be funded through self-generated revenue, government and other agency grants and/or municipal funding under a memorandum of understanding (MOU) or agreement with the municipality.			Category 3 Other programs and services that an Authority (Board) determines are advisable. These programs can be funded through self-generated revenue, user fees, government and other agency grants, donations, etc. Any use of municipal funding will require an agreement and would be subject to cost apportioning	
	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Conservation Management of CA Lands					
SCRCA Forests and Management Areas (McKeough Upstream L	Local Conservation Areas			Managed Lands (Lambton County)	Land Management for SCRCA
Strategy for CA owned or controlled lands	Owned and Operation by SCRCA			Regional Conservation Areas, including campgrounds	
Land Acquisition and Disposition Strategy	Long-term Lease to Municipality			Conservation Services	
Land Inventory				Invasive Species Management	
Land Management Plans					
Watershed-Based Management Strategy				Woodlands Conservation By-Law	
Water Quality Monitoring Program				Great Lakes Regional Initiative	
				Sydenham River Regional Initiative	
				Watershed report cards	
General Operating Expenses					
Corporate Services				School and Community Programs	
Administration Buildings				Private Land Stewardship	
Communications and Outreach				Conservation Services	
Natural Hazards Communications, Outreach and Education					
Financial Services					
Governance					
Information Technology					
GIS					
Watershed Geographical Information Management					
Strategy Development					
Vehicles and Equipment					
Natural Hazards, Flooding and Erosion					
Flood and Erosion Control Infrastructure (WECI)	DRWSP Risk Management Official			Drinking Water Source Protection Program (DWSP)	
WECI Major Maintenance/Capital Projects	Plan Review Not Related to Natural Hazards			Ecological Monitoring, plans/strategies	
WECI Operation and Management				Municipal Drain and Fisheries Review	
Drinking Water Source Protection Program					
Low Water Response					
Municipal Plan Input and Review					
Section 28.1 Permit Administration					
Technical Studies and Policy Review					

School and Community Programs

School and Community Programs are an important part of shaping environmental leaders and teaching communities about local conservation efforts. Conservation education programs offer a variety of hands-on, curriculum-based, indoor, and outdoor programs geared towards both elementary and secondary school students. Staff organize and attend local events to introduce communities to the SCRCA, what the agency does, and how it can assist them. The SCRCA offers virtual (e.g., Live-stream with a Naturalist, Webinar-style) and schoolyard (Nature in Your Neighbourhood) programs, in addition to traditional field trips to accommodate the education delivery in the region. Over 20,000 students are engaged throughout the watershed. The SCRCA will match funds provided by its member municipalities with its own fundraising efforts and through user fees.

Conservation Services

Currently, SCRCA’s forest cover is estimated at 13%, well below the 30% recommended by Environment Canada. Since 2018, the SCRCA has planted almost 15,000 trees in the Municipality of Brooke Alvinston (total project value of approximately \$56,600) through a mixture of large-scale plantings on private lands. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding, and erosion. The SCRCA will match funds provided by its member municipalities with its own fundraising efforts.

Private Land Stewardship

The SCRCA promotes and supports activities that will create healthy watersheds and improve local water quality and soil health. Conservation Authority staff achieve this by providing educational opportunities, technical advice, and financial assistance to local landowners interested in establishing Best Management Practices (BMPs) and stewardship projects on their properties, such as tree planting and wetland creation. Since 2018, the SCRCA has undertaken 16 stewardship projects in Brooke-Alvinston totaling approximately \$204,000. The SCRCA will match funds provided by its member municipalities with its own fundraising efforts.

Schedule B– Apportionment of Category 3 Programs

The costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in SCRCA’s overall annual budget. The financial commitment of the Municipality will be based on a council approved monetary amount.

An increase, if any, to the contribution of the Municipality will be applied effective January 1 each calendar year and based on a council approved percentage. Schedule B will be reviewed by December 31, 2028 and distributed to Member Municipalities following final budget and levy approval.

Contribution of Category 3 Programs Requiring Municipal Support for 2024-2028

Municipality of Brooke-Alvinston	School and Community Program (\$)	Private Land Stewardship (\$)	Conservation Services (\$)
2024	500	750	750
2025	500	750	750
2026	500	750	750
2027	500	750	750
2028	500	750	750

This appendix will be distributed to Member Municipalities following final budget and levy approval.