



AGENDA

Council Meeting

4:30 PM - Thursday, November 13, 2025
Municipal Office

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2. DISCLOSURE OF PECUNIARY INTEREST	
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5. DELEGATIONS & TIMED EVENTS	
6. CORRESPONDENCE	
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8. BY-LAWS

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8.2.	By-law 41 of 2025 - Second Dwelling Agreement	

9. NEW BUSINESS

10. CLOSED SESSION

10.1.	Section 239(2) b-personal matters about an identifiable individual, including municipal or local board employees.	
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11. RISE AND REPORT

12. BY-LAW CONFIRMING PROCEEDINGS

13. ADJOURNMENT



MINUTES

Council Meeting

4:30 PM - Thursday, October 23, 2025

Municipal Office

The Council of the Municipality of Brooke-Alvinston was called to order on Thursday, October 23, 2025, 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, Councillor Jenny Redick, and Councillor Craig Sanders

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

Regrets:

1 CALL TO ORDER

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

2 DISCLOSURE OF PECUNIARY INTEREST

The Mayor requested that any pecuniary interests be declared when applicable during the meeting.

3 MINUTES

a) Regular Council Meeting Minutes of October 9, 2025

RESOLUTION-2025-310

Deputy Mayor Frank Nemcek made a motion that the minutes of the October 9, 2025 meeting be approved as presented without error or omission. Councillor Craig Sanders seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

5 DELEGATIONS & TIMED EVENTS

a) Meeting to Consider the 12th Concession Drain

Ratepayer(s) present: Jim Holbrook

RESOLUTION-2025-311

Councillor Craig Sanders made a motion that the meeting to consider the report of the 12th Concession drain be opened. Councillor Jenny Redick seconded the motion.

Carried

RESOLUTION-2025-312

Councillor Craig Sanders made a motion that Council adopt the report on the 12th Concession Drain. Councillor Don McCabe seconded the motion.

Carried

RESOLUTION-2025-313

Deputy Mayor Frank Nemcek made a motion that the meeting on the 12th Concession Drain be closed. Councillor Craig Sanders seconded the motion.

Carried

6 CORRESPONDENCE

- a) Municipal Correspondence

RESOLUTION-2025-314

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

Carried

- b) Halton Region - Public Safety Requirements

RESOLUTION-2025-315

Councillor Jenny Redick made a motion that the Council of the Municipality supports the request from the Halton Region to call on the federal and provincial governments to review Criminal Code time limits and rules for stay of proceedings in cases involving serious and violent offences. Deputy Mayor Frank Nemcek seconded the motion.

Carried

- c) Township of Larder Lake - Extension of Firefighter Certification

RESOLUTION-2025-316

Deputy Mayor Frank Nemcek made a motion that the request from Larder Lake be received and filed. Councillor Don McCabe seconded the motion.

Carried

- d) Edwardsburgh Cardinal - Ontario Community Infrastructure Fund (OCIF)

RESOLUTION-2025-317

Councillor Jenny Redick made a motion that the Council of the Municipality of Brooke-Alvinston supports the request from the Township of Edwardsburgh Cardinal to call upon the Government of Ontario to extend the annual OCIF envelope at not less than \$400 million beyond its current five year term ending in 2026, with no reductions in subsequent provincial budgets. Councillor Don McCabe seconded the motion.

Carried

- e) Town of Plympton-Wyoming - Conservation Fee Freeze

RESOLUTION-2025-318

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston supports the request from the Town of Plympton-Wyoming to urge the Province of Ontario to reconsider the fee freeze mandate and to implement a funding framework that protects municipal taxpayers from cost recovery deficits, while supporting a sustainable and balanced approach to conservation authority financing. Councillor Craig Sanders seconded the motion.

Carried

- f) Canadian Mental Health Association(CMHA) - Electrical Outlet for Mobile Care Unit

RESOLUTION-2025-319

Deputy Mayor Frank Nemcek made a motion that the Council of the

Municipality of Brooke-Alvinston has no objections to the CMHA investigating and placing an appropriate sized electrical outlet to run the Mobile Care Unit and that staff work with CMHA on hydro reimbursement. Councillor Craig Sanders seconded the motion.

Carried

7 STAFF REPORTS

a) **Clerk-Administrator's Report:** Hayter Memorial Hockey Tournament

Councillor McCabe declared a Conflict of Interest as he the brother of the organizer of the event.

RESOLUTION-2025-320

Deputy Mayor Frank Nemcek made a motion that the Council of the Municipality of Brooke-Alvinston has no objections to the Hayter Memorial Tournament Committee obtaining a Special Occasion Permit for the 2025 Hayter Memorial Hockey Tournament (November 14-15, 2025) as the event is deemed an event of municipal significance to the community; And that the Council of the Municipality of Brooke-Alvinston allow alcohol to be served in a portion of the stands at the 2025 Hayter Memorial Hockey Tournament games provided prescribed conditions are followed. Councillor Jenny Redick seconded the motion.

Carried

b) **Clerk-Administrator's Report:** Zoning By-law Update

RESOLUTION-2025-321

Councillor Jenny Redick made a motion that the report on the Zoning By-law Review be received and filed for information. Councillor Craig Sanders seconded the motion.

Carried

c) **Clerk-Administrator's Report:** Fundraising for the Arena Floor Project

RESOLUTION-2025-322

Councillor Craig Sanders made a motion that this report be received and filed for information; and that Councillor Redick be appointed to the Fundraising Committee. Deputy Mayor Frank Nemcek seconded the motion.

Carried

d) **Clerk-Administrator's Report:** Request to purchase a portion of municipal roadway

Councillor Sanders declared a Conflict of Interest as he is a relative of the property owner.

RESOLUTION-2025-323

Councillor Jenny Redick made a motion that Council declare a portion of the alley noted in the report as surplus and that the said portion of 220 ft x 10 ft be sold to the adjacent owner and that the neighbours to the north be notified of the sale. Deputy Mayor Frank Nemcek seconded the motion.

Carried

e) **Clerk-Administrator's Report:** Draft waterline and sewer line agreement

RESOLUTION-2025-324

Councillor Jenny Redick made a motion that Council approve in principle the agreement presented for the installation and construction of a waterline and sewer line between Hayter Ventures Ltd. and the Municipality and approve the

Administrator to sign the agreement once legal and County review are obtained. Councillor Craig Sanders seconded the motion.

Carried

- f) County Official Plan Review and Draft Population Projections

RESOLUTION-2025-325

Councillor Jenny Redick made a motion that Staff be directed to provide a report back on the draft County Official Plan to be submitted to the County. Councillor Craig Sanders seconded the motion.

Carried

8 BY-LAWS

- a) By-law 38 of 2025 - Provisional Reading - 12th Concession Drain

RESOLUTION-2025-326

Councillor Craig Sanders made a motion that By-law 38 of 2025 (12th Concession Drain) be read a first and second time. Councillor Don McCabe seconded the motion.

Carried

9 NEW BUSINESS

- a) The Mayor reviewed correspondence on the Pre-Engagement Confirmation Notice for the IESO LT2(c-1) RFP - by the Proponent Sun Valley Power Inc.
- b) The Parks and Recreation Manager provided to Council an update on the meetings held with Spriet surrounding the arena floor project
- c) The Fire Chief noted the door to door smoke alarm program BFR undertook in Alvinston and Inwood recently
- d) The Fire Chief invited Council members to attend the Live Burn Training scheduled at the Lambton Fire School November 9, 2025
- e) The Treasurer noted the slight increase in OCIF funding for 2026 - \$372,744. The 2025 allotment was \$369,212.
- f) Councillor McCabe noted the draft 2026 budget presented by the SCRCA and the 5% increase to Brooke-Alvinston. Council requested CAO Ken Phillips to present to Council.

10 CLOSED SESSION

- a) Section 239(2) : a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which if disclosed could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization.

Section 239(2) b: personal matters about an identifiable individual, including municipal or local board employees.

RESOLUTION-2025-327

Councillor Craig Sanders made a motion that Council move into closed session. Councillor Jenny Redick seconded the motion.

Carried

- b) Section 239(2) b: personal matters about an identifiable individual, including municipal or local board employees.

11 RISE AND REPORT

The Clerk Administrator noted that a closed session was held with the following

reported out:

- i) the closed meeting minutes of September 25, 2025 be approved
- ii) Council was notified of the land(s) proposed for Long Term Capacity Services Project (Battery Storage)
- iii) That Council was notified of the following new employees: Adam Johnston (Roads); Jay McArthur (Parks & Recreation); Jill Joris (Fundraising and Marketing Assistant)

12 BY-LAW CONFIRMING PROCEEDINGS

- a) By-law 39 of 2025

RESOLUTION-2025-328

Deputy Mayor Frank Nemcek made a motion that By-law 39 of 2025 be read a first, second and third time and finally passed this 23rd day of October, 2025. Councillor Craig Sanders seconded the motion.

Carried

13 ADJOURNMENT

The meeting was adjourned at 5:08 p.m.

Clerk-Administrator

Mayor

Good morning Janet

Thank you for your attention to date to Venfor's recent requests for assistance from your Municipality in respect of considering the process for developing a potential battery project.

While Venfor has signed option agreements with local landowners to host such facilities, in the wake of economic uncertainties in the province, our corporate energy partners have changed their strategic direction and have now declined to further pursue this opportunity.

Recognizing the upcoming IESO bid submission deadlines and the qualifying requirements which precede these, it is with considerable regret that Venfor is no longer advocating for participating in this round of LT2.

I apologize for any inconvenience this may have caused you and your Municipality.

Kind regards,
Stephen

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

Phone: 519.898.2173
Fax: 519.898.5653



November 10, 2025

NOTICE OF COURT OF REVISION 12th Concession Drain

Please be advised that the Brooke-Alvinston Council has set aside
Thursday, December 11, 2025 at 4:30 p.m.
for the Court of Revision for the 12th Concession Drain

A copy of the Engineer's report was mailed to you on September 18, 2025. A first and second reading of By-law 38 of 2025 was done on October 23, 2025, at the meeting to consider the report. A copy is available upon request.

The Court of Revision is set in order that any owner of land who has assessment complaints can appeal to the Court of Revision. Any appeal should be in writing to the undersigned, in advance of the Court of Revision.

Janet Denkers
Clerk Administrator



Memo

To: Elected Officials, Community Partners
 From: Gerry Glover, CEO (Incoming)
 CMHA Lambton Kent
 Date: October 22, 2025
 Re: Progress Update – Lambton HART Hub

Dear Community Partners,

We are pleased to share an update on the progress of the Lambton HART (Homelessness and Addiction Recovery Treatment) Hub – a collaborative initiative designed to provide compassionate, coordinated, and community-centred care for the most marginalized individuals in Lambton County.

The Lambton HART Hub partners – CMHA Lambton Kent, the County of Lambton, Bluewater Health, North Lambton Community Health Centre, and the Sarnia-Lambton Ontario Health Team – continue to work together to bring this vital project to life.

Key Updates

- **HART Hub Opening:** The new centralized HART Hub, located at the current CMHA Lambton Kent building at 210 Lochiel Street in Sarnia, is scheduled to open November 3, 2025.
- **MobileCare Expansion:** To better reach residents across Lambton County, MobileCare is expanding to five days per week, increasing accessibility to primary care and social services in rural and outlying communities.
- **Transitional Recovery Beds:** Final improvements are underway at the former SCITS building at 275 Wellington Street, with 30 transitional recovery beds expected to open later this year. These beds will provide a safe, structured recovery environment for individuals transitioning from withdrawal management and stabilization programs.

Together, these milestones represent meaningful progress toward our shared goal of addressing homelessness, mental health, and addiction in a compassionate and coordinated way. A media conference was held last week to begin to share some of these updates publicly.

In the coming weeks, you will see more promotional materials circulating to promote the opening of the central HART Hub site at 210 Lochiel Street, as well as additional MobileCare services.

Enclosed with this memo are two key reference materials for your awareness and to assist in responding to community or stakeholder inquiries:

- The **Lambton HART Hub One-Pager**, outlining the model and partner roles; and
- A [link to the media webcast](#) that took place Wednesday, October 14 with local media.

CMHA Lambton Kent will continue to operate from the office at 210 Lochiel Street while work is underway to move the CMHA Lambton Kent offices to the Lambton Shared Services Centre, located at 162 Lochiel Street. Further details of this move will be shared as work progresses.

Thank you for your continued support and partnership as we move forward together in creating new pathways and solutions for stabilization, recovery, and community well-being across Lambton County.

Sincerely,

Gerry Glover
Chief Executive Officer, (Incoming)
Canadian Mental Health Association Lambton Kent
On behalf of the Lambton HART Hub partners



Hope lives here in the HART of Lambton

Lambton's HART (Homelessness and Addiction Recovery Treatment) Hub represents a new day for **compassionate, coordinated and community-centred care** for the most marginalized in our county. Through a network of caring and trusted health and social service partners working with a "no wrong door" approach, the Lambton HART Hub will provide access to primary care, mental health and addiction treatment, housing supports, and employment assistance to individuals who face complex barriers in accessing care. It means new pathways and solutions for stabilization and recovery that help break harmful cycles and increase overall community health and prosperity.

Centralized Location & MobileCare Outreach

A Place to Start

Individuals who need a diverse set of supports can access assessments, connections and essential resources, all in one place, including:

- Health services
- Basic needs and income supports
- Housing case management
- Intensive mental health supports
- Employment services
- Court outreach
- Indigenous care and culturally-appropriate support
- Connection to addiction services and recovery support

Transitional Recovery Beds

A Place to Continue Your Recovery

Individuals who need long-term addiction recovery supports are eligible for up to an 18 month stay that include access to these programs and services:

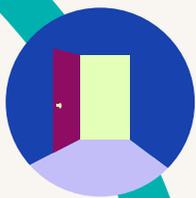
- Primary care nurse practitioner
- Physician to monitor Rapid Access Addiction Medicine (RAAM) therapy
- Substance use services for clients and their families
- 24-hour care to support mental health and addictions
- Family programming focusing on recovery

Supportive Housing

A Place to Stay Safely & Sustainably

Individuals experiencing homelessness who require different levels of housing support can access:

- Housing case management
- Life skills
- Food security
- Community connections
- Rent geared to income
- Landlord engagement



Creating Enhanced Solutions & Building New Pathways – Together

Our integrated model focuses on the right supports for each individual journey in an approach that is:

- **Compassionate** – using a person-first, low barrier model, inclusive, focused on dignity
- **Centralized** – offering one door to multiple pathways of support
- **Coordinated** – powered by a network of trusted service delivery partners
- **Consistent** – offering a roster of standardized supports available to all
- **Community-based** – with an array of services offered here at home and designed to meet the needs of our local marginalized populations

The HART Hub is powered by a network of trusted local partners that are working together in new ways to deliver enhanced services and supports:



Canadian Mental
Health Association
Lambton Kent
Association canadienne
pour la santé mentale
Filiale de Lambton Kent



North Lambton
Community Health Centre



Sarnia-Lambton
ONTARIO HEALTH TEAM



Compassionate care, collective community impact

Homelessness, mental health, and addiction challenges are on the rise in Lambton County, throughout Ontario and across our country. And they affect all of us. When more and more people are struggling, it affects the collective health, well-being, prosperity and livability of our entire community.

With the HART Hub, we are strengthening our approach to tackling one of our community's most pressing issues and ensuring we build a thriving community for the future – with compassionate and coordinated care, one person at a time.

CONTACT INFORMATION

LambtonHARTHub@cmhalambtonkent.ca



2026 Draft Budget

1. About Us (pg. 2)
2. Budget Highlights (pg. 3)
3. Overall Revenues and Expenditures (pg. 4)
4. Budget Funding Breakdown (pg. 5)
5. General and Category 1 Programs Revenues and Expenditures (pg. 6)
6. Category 2 Programs Revenues and Expenditures (pg. 7)
7. Category 3 Programs Revenues and Expenditures (pg. 8)
8. Total Municipal Funding (pg.9)
9. General Levy Assessment (pg.10)

St. Clair Region Conservation Authority

About Us

The St. Clair Region Conservation Authority (SCRCA) is one of Ontario's 36 Conservation Authorities (CA) responsible for the conservation, restoration, and management of natural resources within its watershed. The St. Clair Region includes the Sydenham River watershed and smaller watersheds that drain directly into southern Lake Huron, the St. Clair River, and northeastern Lake St. Clair.

Our programs aim to 1) reduce the risk of life and property from flooding and erosion; 2) improve water quality; 3) promote habitat creation and stewardship; 4) provide outdoor recreation opportunities; 5) increase environmental awareness and literacy; and 6) monitor and protect our most vulnerable species. We achieve this in cooperation and partnership with our member municipalities, government agencies, Indigenous communities, community groups, local landowners, and businesses.

Vision Statement

The vision of the St. Clair Region Conservation Authority reflects the future desired state of our region. "A healthy and sustainable natural environment in the St. Clair region."

Mission Statement

The St. Clair Region Conservation Authority has as its mission, to provide leadership through coordination of watershed planning, implementation of resource management programs and promotion of conservation awareness, in cooperation with others.

2026 Budget Highlights

The St. Clair Region Conservation Authority (SCRCA) has operated with a single operating budget that included both operating and capital expenditures. However, recent legislative changes and strategic planning initiatives have prompted a shift in our budgeting approach. Beginning in 2026, SCRCA will reclass capital expenditures from operating budget and implement a separate capital budget.

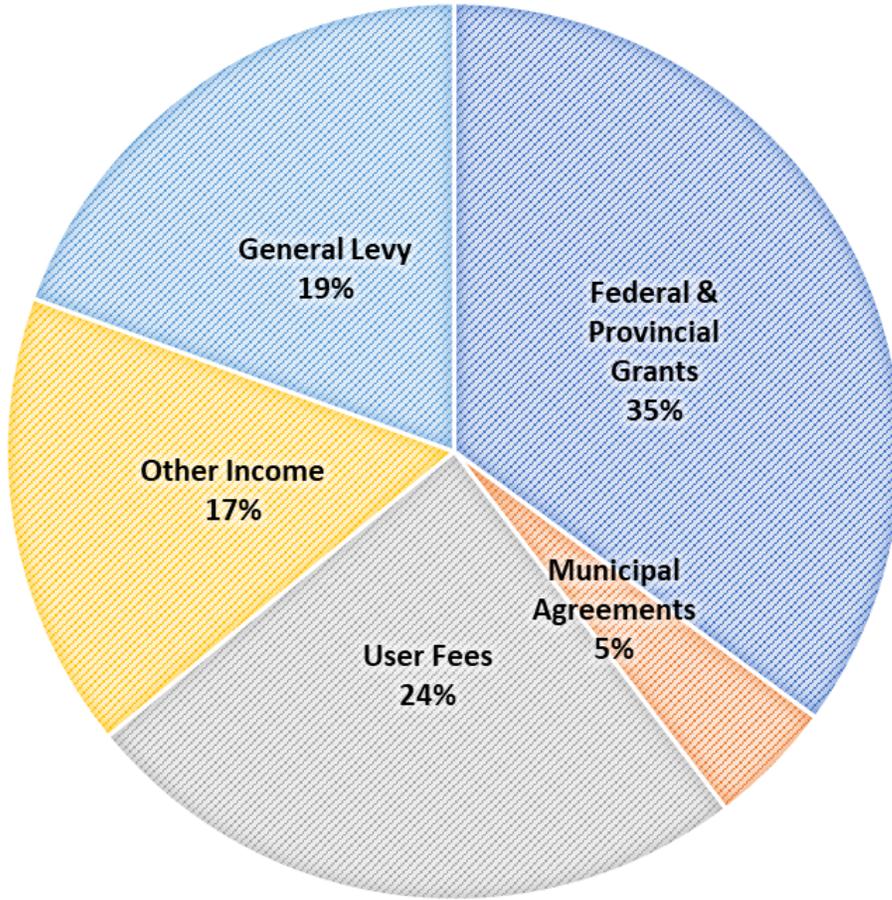
We offer the following highlights for your information:

- General Operating Levy for 2026 is \$1,743,739 and General Capital Levy is \$16,691 shared by the 17-member municipalities, resulting in a total increase of \$84,480 or 5.0% from 2025 (see General Levy Assessment).
- The primary financial pressures and cost drivers in the General Operating Levy include:
 - \$83,650 – Compensation and benefits increase for category 1 program staff. SCRCA completed a joint compensation review with Lower Thames Valley Conservation Authority (LTVCA), and the Executive Committee approved to use the 50th percentile in the 2026 budget.
 - \$54,966 – Reduction on land lease revenue from the new tender cycle, direct award, pasture, and land retirement.
 - \$23,000 – Reduction on planning and regulation fees from the fee freeze, CA Act change, and reduction of large projects like fibre line network or pipeline installation.
- Mitigation measures to reduce the operating levy increase include:
 - \$37,146 – Staffing savings from category 1 program.
 - Suspend the 2% increase to fund General Operating Expenses and Category 1 mandatory programs and services that have previously been funded through self-generated revenue or internal charges approved in 2023.
 - \$56,681 – Grant funding and self-generating revenue to fund some cost increases.
- The net impact on 2026 General Operating Levy is \$67,789 or 4.0%
- General Capital levy for mandatory and general capital programs and services except for water control structures is \$16,691 (Approved December 12, 2024).
- Total Municipal Funding summarizes total funding from each municipality, including special infrastructure projects and category 2 & 3 programs.

2026 Operating Budget		
Operating Expenditures	2025 Budget	2026 Budget
Flood Control Operations and Maintenance	\$ 430,380	\$ 422,450
Natural Hazard Technical Study	\$ 66,000	\$ 30,000
Planning & Regulations	\$ 915,377	\$ 945,870
Land Management	\$ 324,546	\$ 280,680
Conservation Area	\$ 1,827,180	\$ 1,871,765
Conservation Services	\$ 437,110	\$ 396,098
Source Water Protection & Risk Mgmt	\$ 217,685	\$ 223,582
Watershed monitoring and Stewardship Program	\$ 2,522,550	\$ 2,946,438
Area of Concern Mgmt	\$ 120,050	\$ 131,166
Education	\$ 146,727	\$ 156,410
Foundation	\$ 37,605	\$ 38,209
Corporate Services	\$ 1,112,497	\$ 1,177,093
Total Operating Expenditures	\$ 8,157,707	\$ 8,619,760
Operating Revenues	2025 Budget	2026 Budget
General Levy	\$ 1,675,950	\$ 1,743,739
Federal & Provincial Grants	\$ 2,669,618	\$ 3,098,242
Municipal Agreements (formerly Special Levy)	\$ 328,995	\$ 334,250
User Fees	\$ 2,118,161	\$ 2,210,221
Other Income	\$ 1,264,983	\$ 1,233,309
Total Operating Revenues	\$ 8,057,707	\$ 8,619,760
Total Operating Surplus/(Deficit)	-\$ 100,000	\$ -

2026 Capital Budget						
Capital Projects	Costs	2026 General Levy	2026 Special Levy	Other Funding	Reserve	Net
Water and Erosion Control Infrastructure	\$ 155,580		\$ 77,790	\$ 77,790		\$ -
Conservation Area	\$ 142,000				\$ 142,000	\$ -
IT, Equipment, and Vehicle	\$ 117,413	\$ 8,906		\$ 117,413		\$ 8,906
Buildings, Furniture & Fixtures		\$ 7,785				\$ 7,785
Total	\$ 414,993	\$ 16,691	\$ 77,790	\$ 195,203	\$ 142,000	\$ 16,691

TOTAL REVENUE BY SOURCE



General and Category 1 Programs Operating Budget		
	2025 Budget	2026 Budget
Expenditures		
Flood Control Operations and Maintenance	\$ 430,380	\$ 422,450
Natural Hazard Technical Study	\$ 66,000	\$ 30,000
Planning & Regulations	\$ 915,377	\$ 945,870
Land Management	\$ 211,160	\$ 166,419
Conservation Area		
Conservation Services		
Source Water Protection & Risk Mgmt		
Watershed monitoring and Stewardship Program	\$ 34,000	\$ 34,000
Area of Concern Mgmt		
Education		
Foundation		
Corporate Services	\$ 1,112,497	\$ 1,177,093
Total Expenditures	\$ 2,769,414	\$ 2,775,832
Revenues		
General Levy	\$ 1,675,950	\$ 1,743,739
Federal & Provincial Grants	\$ 160,038	\$ 160,038
Municipal Agreements (formerly Special Levy)	\$ 77,450	\$ 77,450
User Fees	\$ 313,000	\$ 290,000
Other Income	\$ 442,976	\$ 504,605
Total Revenues	\$ 2,669,414	\$ 2,775,832
Total Surplus/(Deficit)	-\$ 100,000	\$ -

General and Category 1 Programs 2026 Capital Budget					
Capital Projects	Costs	2026 General Levy	Other Funding	Reserve	Net
Water and Erosion Control Infrastructure					\$ -
Conservation Area					\$ -
IT, Equipment, and Vehicle	\$ 25,990	\$ 8,906	\$ 25,990		\$ 8,906
Buildings, Furniture & Fixtures		\$ 7,785			\$ 7,785
Total	\$ 25,990	\$ 16,691	\$ 25,990	\$ -	\$ 16,691

Category 2 Programs Operating Budget		
	2025 Budget	2026 Budget
Expenditures		
Flood Control Operations and Maintenance		
Water Erosion Control Infrastructure		
Natural Hazard Technical Study		
Planning & Regulations		
Land Management		
Conservation Area	\$ 131,820	\$ 137,075
Conservation Services		
Source Water Protection & Risk Mgmt		
Watershed monitoring and Stewardship Program		
Area of Concern Mgmt		
Education		
Foundation		
Corporate Services		
IT, Equipment, and Vehicle Capital Spending		
Total Expenditures	\$ 131,820	\$ 137,075
Revenues		
General Levy		
Federal & Provincial Grants		
Municipal Agreements (formerly Special Levy)	\$ 131,820	\$ 137,075
User Fees		
Other Income		
Total Revenues	\$ 131,820	\$ 137,075
Total Surplus/(Deficit)	\$ -	\$ -

Category 2 Programs 2026 Capital Budget					
Capital Projects	Costs	2026 Special Levy	Other Funding	Reserve	Net
Water and Erosion Control Infrastructure	\$ 155,580	\$ 77,790	\$ 77,790		\$ -
Conservation Area					\$ -
IT, Equipment, and Vehicle					\$ -
Buildings, Furniture & Fixtures					\$ -
Total	\$ 155,580	\$ 77,790	\$ 77,790	\$ -	\$ -

Category 3 Programs Operating Budget		
	2025 Budget	2026 Budget
Expenditures		
Flood Control Operations and Maintenance		
Water Erosion Control Infrastructure		
Natural Hazard Technical Study		
Planning & Regulations		
Land Management	\$ 113,386	\$ 114,261
Conservation Area	\$ 1,695,360	\$ 1,734,690
Conservation Services	\$ 437,110	\$ 396,098
Source Water Protection & Risk Mgmt	\$ 217,685	\$ 223,582
Watershed monitoring and Stewardship Program	\$ 2,488,550	\$ 2,912,438
Area of Concern Mgmt	\$ 120,050	\$ 131,166
Education	\$ 146,727	\$ 156,410
Foundation	\$ 37,605	\$ 38,209
Corporate Services		
IT, Equipment, and Vehicle Capital Spending		
Total Expenditures	\$ 5,256,473	\$ 5,706,853
Revenues		
General Levy	\$ -	\$ -
Federal & Provincial Grants	\$ 2,509,580	\$ 2,938,204
Municipal Agreements (formerly Special Levy)	\$ 119,725	\$ 119,725
User Fees	\$ 1,805,161	\$ 1,920,221
Other Income	\$ 822,007	\$ 728,704
Total Revenues	\$ 5,256,473	\$ 5,706,853
Total Surplus/(Deficit)	\$ -	\$ -

Category 3 Programs 2026 Capital Budget					
Capital Projects	Costs	2026 Special Levy	Other Funding	Reserve	Net
Water and Erosion Control Infrastructure					\$ -
Conservation Area	\$ 142,000			\$ 142,000	\$ -
IT, Equipment, and Vehicle	\$ 91,423		\$ 91,423		\$ -
Buildings, Furniture & Fixtures					\$ -
Total	\$ 233,423	\$ -	\$ 91,423	\$ 142,000	\$ -

2026 Total Municipal Funding

Total Municipal Funding Including Special Infrastructure Projects and Category 2&3 Programs

Municipality	2026 General Levy		2026 Special Benefitting Levy and MOU					2026	2025
	General Operating Levy	General Capital Levy	Head St. Dam Decommissioning Study (WECI)	Coldstream Dam Decommissioning Study (WECI)	Water Control Structure Maintenance (McKeough & ARDA)	Conservation Areas	Tree Planting, Stewardship & Education Programs	Total Municipal Funding	Total Municipal Funding
Adelaide Metcalfe Tp	\$ 33,526	\$ 321						\$33,846	\$32,761
Brooke-Alvinston Tp	\$ 29,827	\$ 286					\$2,000	\$32,113	\$31,048
Chatham-Kent M	\$ 227,573	\$ 2,178			\$73,630	\$31,050	\$37,154	\$371,585	\$360,981
Dawn-Euphemia Tp	\$ 45,134	\$ 432				\$1,225	\$500	\$47,291	\$45,242
Enniskillen Tp	\$ 32,846	\$ 314						\$33,161	\$31,468
Lambton Shores M	\$ 89,566	\$ 857				\$1,200	\$9,288	\$100,911	\$96,840
Middlesex Centre M	\$ 42,019	\$ 402		\$38,895		\$30,850	\$2,000	\$114,166	\$72,176
Newbury V	\$ 2,743	\$ 26					\$285	\$3,054	\$2,924
Oil Springs V	\$ 3,611	\$ 35					\$360	\$4,005	\$3,857
Petrolia T	\$ 45,169	\$ 432				\$2,350	\$2,500	\$50,451	\$48,115
Plympton-Wyoming T	\$ 100,665	\$ 964						\$101,629	\$96,664
Point Edward V	\$ 35,926	\$ 344					\$3,819	\$40,089	\$38,881
Sarnia C	\$ 636,481	\$ 6,092				\$26,250		\$668,824	\$1,639,223
Southwest Middlesex M	\$ 20,176	\$ 193					\$1,334	\$21,704	\$20,779
St. Clair Tp	\$ 200,339	\$ 1,918			\$3,820		\$31,694	\$237,770	\$620,265
Strathroy - Caradoc Tp	\$ 158,987	\$ 1,522	\$38,895			\$44,150	\$26,291	\$269,845	\$223,382
Warwick Tp	\$ 39,150	\$ 375					\$2,500	\$42,024	\$40,340
	\$ 1,743,739	\$ 16,691	\$38,895	\$38,895	\$77,450	\$137,075	\$119,725	\$2,172,470	\$3,404,945

Note :

WECI (Water & Erosion Control Infrastructure) Projects are considered if there is matching funds from both the Province and the benefitting Municipality and vary from year to year based on granting approval process, and Municipal matching funds.

DMAF - Diaster Mitigation and Adaption Fund - Government of Canada investment in large-scale infrastructure projects.

NDMP - National Disaster Mitigation Program - Government of Canada funding to mitigate, prepare for, respond to and recover from flood-related events.

2026 General Levy Assessment (Draft)								
	2024	2025	2025		2026		2025/2026	
Municipality	Weighted CVA Apportionment %	Weighted CVA Apportionment %	General Operating Levy	General Capital Levy	General Operating Levy	General Capital Levy	General Operating Levy Increase	General Capital Levy Increase
Township of Adelaide Metcalfe	1.9548%	1.9226%	\$ 32,761		\$ 33,526	\$ 321	\$ 765	\$ 321
Township Brooke-Alvinston	1.7332%	1.7105%	\$ 29,048		\$ 29,827	\$ 286	\$ 779	\$ 286
Municipality Chatham-Kent	13.0760%	13.0509%	\$ 219,147		\$ 227,573	\$ 2,178	\$ 8,426	\$ 2,178
Township Dawn-Euphemia	2.6130%	2.5884%	\$ 43,792		\$ 45,134	\$ 432	\$ 1,343	\$ 432
Township Enniskillen	1.8776%	1.8837%	\$ 31,468		\$ 32,846	\$ 314	\$ 1,378	\$ 314
Municipality Lambton Shores	5.1465%	5.1364%	\$ 86,252		\$ 89,566	\$ 857	\$ 3,314	\$ 857
Municipality Middlesex Centre	2.3972%	2.4097%	\$ 40,176		\$ 42,019	\$ 402	\$ 1,843	\$ 402
Village Newbury	0.1575%	0.1573%	\$ 2,639		\$ 2,743	\$ 26	\$ 104	\$ 26
Village Oil Springs	0.2086%	0.2071%	\$ 3,497		\$ 3,611	\$ 35	\$ 114	\$ 35
Town Petrolia	2.6114%	2.5903%	\$ 43,765		\$ 45,169	\$ 432	\$ 1,404	\$ 432
Town Plympton-Wyoming	5.7677%	5.7730%	\$ 96,664		\$ 100,665	\$ 964	\$ 4,002	\$ 964
Village Point Edward	2.0921%	2.0603%	\$ 35,062		\$ 35,926	\$ 344	\$ 864	\$ 344
City Sarnia	36.7715%	36.5009%	\$ 616,273		\$ 636,481	\$ 6,092	\$ 20,209	\$ 6,092
Municipality Southwest Middlesex	1.1602%	1.1571%	\$ 19,445		\$ 20,176	\$ 193	\$ 732	\$ 193
Township St. Clair	11.0237%	11.4890%	\$ 184,751		\$ 200,339	\$ 1,918	\$ 15,588	\$ 1,918
Township Strathroy - Caradoc	9.1513%	9.1176%	\$ 153,371		\$ 158,987	\$ 1,522	\$ 5,616	\$ 1,522
Township Warwick	2.2578%	2.2452%	\$ 37,840		\$ 39,150	\$ 375	\$ 1,310	\$ 375
	100%	100%	\$ 1,675,950	\$ -	\$ 1,743,739	\$ 16,691	\$ 67,789	\$ 16,691
\$16,760 equals approx. 1% change in levy								
CVA Apportionment is based on information provided from the Ministry of Natural Resources (2025 CVA)								



St. Clair Region Conservation
Authority 205 Mill Pond Crescent,
Strathroy, Ontario, N7G 3P9
Tel (519) 245-3710
Fax (519) 245-3348
stclair@scrca.on.ca
www.scrca.on.ca

member of



Conservation Ontario
Website:
www.conservationontario.ca

November 5, 2025

The County of Middlesex Official Plan Amendment No. 4
COMBINED NOTICE OF PUBLIC OPEN HOUSE AND PUBLIC MEETING
Pursuant to Sections 17(16) and 26 of the Planning Act.

The County of Middlesex is updating its Official Plan to ensure that the land use planning policies are current, reflect Provincial policy, and reflect changing community needs for the next 30-years.

The Official Plan is a land use planning document that includes a vision, goals, and land use policy directions for the County. The Plan provides a policy framework for topics such as Resource Management, Growth Management, and the provision of Physical Services by dealing with issues of Provincial and County interest. The Official Plan recognizes the planning powers and authorities vested in local municipalities and does not set out detailed local policies. Within Middlesex County, each local municipality has a more detailed local official plan.

A Consultation Draft Official Plan Amendment and all supporting information are available on the County's website www.middlesex.ca. This includes proposed changes in the format of a 'track change' document.

The Amendment would apply to the entire County and accordingly no key map is provided.

OPEN HOUSE

When: Tuesday November 25, 2025 at 6:00 p.m.

Where: This meeting is being held virtually through the Zoom webinar tool. For a registration link and instructions on how to participate, please visit www.middlesex.ca.

If you are unable to participate online, please contact Marcia Ivanic, Legislative Services Manager/Clerk at 519-434-7321 ext. 2250.

The purpose of the Open House is to provide the public an opportunity to provide feedback, to ask questions and identify planning issues that should be considered as part of the amendment. Any person may attend the public open house and/or make written or verbal representation either in support of or in opposition to the proposed Official Plan Amendment, or submit ideas and feedback for consideration.

As this will be an online meeting, there will be no physical in person attendance.

PUBLIC MEETING

When: Tuesday December 9, 2025 at 2:00 p.m.

Where: This is a hybrid meeting and you may participate in-person at 399 Ridout Street North, London, Ontario or virtually using Zoom. To register, please visit www.middlesex.ca

The purpose of the Public Meeting is to provide the public an opportunity to provide formal submission to Middlesex County Council on the proposed amendment. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed Official Plan Amendment, or submit ideas and feedback for consideration.

Why a Hybrid Meeting?

As a means to improve opportunities for public consultation, Middlesex County is using a hybrid format conducted electronically and in-person. By joining the meeting online or in-person, you will have the opportunity to provide verbal submissions either in support of or in opposition to the proposed Official Plan Amendment, or submit ideas and feedback for consideration.

How to participate online:

Important notes before you start:

1. To participate we request that registration be completed by **4:30 p.m. on Friday November 21, 2025**
2. Due to technology restraints, attendance requires participation. You should have a prepared statement for Council to consider, as the order of participation is random. If you simply wish to observe, you are invited to use the Youtube link below.
3. Another participation option, which could save you time, is to submit a statement to the Legislative Services/Clerk's office at clerk@middlesex.ca, by **noon on Friday November 21, 2025** before the meeting. These statements will be made available for review by Council.

Registration is required to join a Zoom Webinar meeting. Unless it is specified in the Public Notice, registration is required by noon of the Friday preceding the meeting. If you are experiencing issues registering at the links below or wish to submit a written comment, please contact the Legislative Services Manager/Clerk at clerk@middlesex.ca before the deadline.

Other participation options:

The County encourages any interested parties to submit comments respecting the proposed Official Plan Amendment in writing by email or post at any time prior to December 12, 2025 to the address provided below.

If you wish to be notified of the decision of the County of Middlesex on the proposed official plan amendment, you must make a written request to the Marcia Ivanic, Legislative Services Manager/Clerk, County of Middlesex, 399 Ridout Street North, London ON N6A 2P1, mivanic@middlesex.ca.

Notice of Collection

Personal information collected as a result of this public meeting is collected under the authority of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Planning Act, and all other relevant legislation, and will be used to assist in making a decision on this matter. All personal information (as defined by MFIPPA), including (but not limited to) names, addresses, opinions and comments collected will be made available for public disclosure to members of the public, at the meeting, through requests, and through the website of the County of Middlesex. Questions regarding the collection, use, and disclosure of this personal information may be directed to the County Clerk at clerk@middlesex.ca.

If you have any questions about the proposed official plan amendment, please contact us.

Abby Heddle-Jacobs, Planner II (Policy and Special Projects) email: aheddle@middlesex.ca
Marcia Ivanic, Legislative Services Manager/Clerk email: mivanic@middlesex.ca



Notice of Special Meeting of Council

Dawn-Euphemia Official Plan Review

The Township of Dawn-Euphemia is undertaking a review and update to its Official Plan. An Official Plan describes the Township's policies on how it will grow, what will be protected and how land in your community should be used and is prepared with input from your community to ensure it reflects community goals and priorities.

The intent of this update is to review the existing planning framework to incorporate new policy direction following recent changes to provincial legislation and to align with the County of Lambton Official Plan. In addition, it will consider local planning issues that impact your community.

Take notice that on **Monday, December 15, 2025** the Council of the Township of Dawn-Euphemia will hold a **hybrid public meeting**, pursuant to Section 26 of the Planning Act, to provide an opportunity to discuss the Official Plan review, process and any revisions that may be required to the Official Plan.

The meeting is to be held:
Monday, December 15, 2025 @ 3:00 pm
 Township of Dawn Euphemia Council Chambers
 4591 Lambton Line, RR4
 Dresden, ON N0P 1M0

This is a hybrid meeting and you may participate in-person or virtually using zoom. To join virtually via zoom, please contact the clerk.

How Can I Participate?

Members of the public who wish to speak with respect to the Official Plan Review at the meeting are required to submit a request in writing to the Clerk before Wednesday, December 10, 2025 @ noon. Please submit your request via email or telephone to:

Donna Clermont, Clerk
 Phone: 519-692-5148
 Email: clerk@dawneuphemia.on.ca

Instructions will be provided upon registration.

Members of the public are also encouraged to provide written comments to Council prior to and after the Special Public Meeting.

Please note that public and stakeholder consultation is critical to the Official Plan process. There will be ongoing opportunities to participate in this process and information about additional workshops, open houses and public meetings will be provided at a later date.

Dated this 6th Day of NOVEMBER 2025



**Questions? Want more information?
Ask a Staff Member!**

Donna Clermont, Clerk
 Dawn-Euphemia
 519-692-5148
clerk@dawneuphemia.on.ca

Ezio Nadalin, County Planner
 County of Lambton
 519-845-0801
ezio.nadalin@county-lambton.on.ca

Written comments can be sent to:

By mail or in Person:
 at the Municipal Office
 By email:
clerk@dawneuphemia.on.ca

Want to be notified?

If you wish to be notified of future open houses or public meetings for the Official Plan Review, you must make a written request to the Township of Dawn-Euphemia.

NOTE:

Under the authority of the Municipal Act, 2001 and in accordance with Ontario's Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), all information provided for, or at a Public Meeting, Public Consultation, or other Public Process are considered part of the public record, including resident deputations. This information may be posted on the Township's website and/or made available to the public upon request.



Notice of Project Commencement

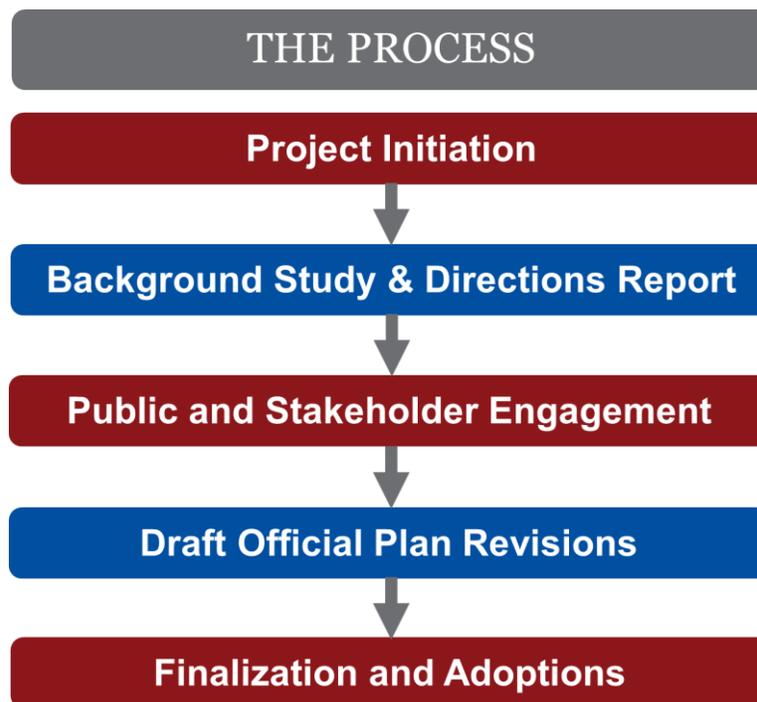
Dawn-Euphemia Official Plan Review

The Township of Dawn-Euphemia is undertaking a review and update to its Official Plan. An Official Plan describes the Township's policies on how it will grow, what will be protected and how land in your community should be used and is prepared with input from your community to ensure it reflects community goals and priorities.

An Official Plan deals with land use planning issues such as:

- Location of new housing, industry, offices, and shops
- Protecting key resources such as prime agricultural land and natural features
- When, where, and in what order growth will occur
- Services needed to accommodate growth

The intent of this update is to review the existing planning framework to incorporate new policy direction following recent changes to provincial legislation and to align with the County of Lambton Official Plan. In addition, it will consider local planning issues that impact your community.



Dated this 6th Day of NOVEMBER 2025



**Questions? Want more information?
Ask a Staff Member!**

Donna Clermont, Clerk
Dawn-Euphemia
519-692-5148
clerk@dawneuphemia.on.ca

Ezio Nadalin, County Planner
County of Lambton
519-845-0801
ezio.nadalin@county-lambton.on.ca

Attend an Upcoming Meeting of Council :
Monday, December 15, 2025
at 3:00pm

Want to be notified?
If you wish to be notified of future open houses or public meetings for the Official Plan Review, you must make a written request to the Township of Dawn-Euphemia.



MINUTES

Fire Committee Meeting

4:30 PM - Thursday, August 7, 2025

Fire Hall

The Fire Committee of the Brooke-Alvinston was called to order on Thursday, August 7, 2025, at 4:30 PM, in the Fire Hall, with the following members present:

Council Present: Fire Committee Member Alan Broad, Deputy Mayor Frank Nemcek, and Councillor Jenny Redick

Staff Present: Clerk Administrator Janet Denkers and Fire Chief Steve Knight

Regrets: Fire Committee Member Martin Vink

1 CALL TO ORDER

The Chair called the meeting to order at 4:30 pm.

2 DISCLOSURE OF PECUNIARY INTEREST

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

3 MINUTES

a) Fire Committee Meeting Minutes of May 1, 2025

RESOLUTION-2025-004

Fire Committee Member Alan Broad made a motion that the meeting minutes of May 1, 2025 be approved as presented without error or omission. Councillor Jenny Redick seconded the motion.

Carried

4 BUSINESS ARISING FROM THE MINUTES

5 STAFF REPORTS

a) Fire Chief's Report

The Fire Chief submitted his written report which included a summary responses, training and public education.

6 NEW BUSINESS

The Secretary Treasurer noted the email received from Martin Vink - attendance for meetings that are short. She noted the By-law which stipulates there shall be 4 meetings per year. The Committee had no comments and opted to maintain the meeting schedule as outlined.

Jenny Redick noted the success of the Tanner Redick Memorial Tournament held recently.

The Fire Chief noted the recent hose testing that was done and that some hose will need to be purchased (have not bought hose in 6 years)

The Committee adjourned the meeting and toured the sea can training facility.

7 ADJOURNMENT

Clerk-Administrator

Mayor

Hello.

I would like to provide an update recently shared with us by Reverse Logistics Group (RLG), the operator of the Common Collection System (CCS) for Blue Box materials.

As per the amendment to the Blue Box Regulation (O. Reg. 391/21) made under the *Resource Recovery and Circular Economy Act, 2016 (RRCEA)*, any new multi-residential buildings that were not receiving Blue Box collection as of December 31, 2025 will no longer be eligible for service under the CCS until the next registration period in 2031.

In practical terms, this means that new high-rise or apartment-style buildings with six or more units constructed after December 31, 2025, will not be serviced through the residential collection program. While there are relatively few of these buildings within our service area, several do exist.

Most of these locations will be serviced using front-end dumpsters, which can continue to be provided through our MARS Environmental Division at a cost to the property owner or property management company. For properties that cannot accommodate a front-end dumpster, wheelie bins will be required instead. These bins will feature red lids, consistent with other ineligible recycling containers, and will be collected by the Bluewater Recycling Association (BRA) on the applicable collection day and at the applicable service rate.

Please note that this change applies **only to multi-residential properties not receiving collection as of December 31, 2025.**

In addition, Circular Materials (CM)—the administrator of the CCS—has released an updated blue box Acceptables List, effective January 1, 2026. Attached, you will find BRA's updated *Acceptables List* that will be distributed to all residents with their 2026 collection calendars in December. For your reference, I have also included the Commercial Acceptables List, which remains unchanged from the current items.

Should you have any questions or require clarification, please do not hesitate to contact me.

Thanks,

Michelle Courtney, CPA, CA
President & CEO





ACCEPTED RESIDENTIAL RECYCLABLES



Paper



Cardboard Boxes



Boxboard



Paper



Molded Pulp



Envelopes

Paper



Beverage Cups



Laminate Paper



Cartons



Spiral Cans



Paper Plates

Plastic



Beverage Bottles



Hygiene Bottles



Cleaning Bottles



Cosmetic Tubes



Food Containers

Plastic



Plant Pots



Plastic Bags



Styrofoam



Plastic Packaging



Wrap

Metal



Food Cans



Beverage Cans



Aluminum Foil



Aluminum Trays



Aerosols

Glass



Glass Containers

✔ Ensure everything is clean & empty.

✔ Remove lids ✔ Place shredded paper in bags

✔ Leave out alcohol containers ✔ Flatten cardboard



WHEN IN DOUBT, LEAVE IT OUT!



NOT-ACCEPTABLE MATERIAL

- RESIDENTIAL -



Ziploc Bags	Books	Cling Wrap	Soiled Paper	Organic Material	Light Bulbs
Textiles	Diapers	Pots + Pans	Toys	Ceramics	Batteries
Sharps	Wood	Medical Products	Paper Towels	Tissues	Rope + Cords
Garden Hose	Scrap Metal	Lawn Chairs	Air Conditioners	Paint	Propane Tanks



RECENT PROGRAM CHANGES

Exciting changes have been made to the residential acceptable materials list! The updated list allows more materials to be collected and recycled, helping to keep even more waste out of landfills. It also creates one consistent list across Ontario, making recycling simpler and more effective for everyone.

Commercial recycling will continue to operate under its existing program, as it follows a different collection and processing system.

Additions to the Residential Recycling Program:



WHEN IN DOUBT, LEAVE IT OUT!



ACCEPTED COMMERCIAL RECYCLABLES



Paper

Cardboard	Boxboard	Newspaper	Molded Pulp	Envelopes

Paper

Soft Cover Books	Kraft Paper	Magazines	Office Paper	Paper Cores

Plastic

PET Bottles	PP Bottles	PET Clamshells	PET Jars	Thermoforms

Plastic

HDPE Bottles	HDPE Jars	HDPE Tubs & Lids	HDPE Pails	PE Bags

Metal

Steel Cans	Beverage Cans

- ✓ Ensure everything is clean & empty.
- ✓ Remove lids
- ✓ Place shredded paper in bags
- ✓ Leave out alcohol containers
- ✓ Flatten cardboard
- ✓ Place material loose in bins

Glass

Glass Containers	

WHEN IN DOUBT, LEAVE IT OUT!



NOT-ACCEPTABLE MATERIAL

- COMMERCIAL -



Beverage Cups	Styrofoam	Wrap	Aluminum Foil	Plant Pots	Aerosols
Textiles	Diapers	Pots + Pans	Toys	Ceramics	Batteries
Sharps	Wood	Medical Products	Paper Towels	Tissues	Rope + Cords
Garden Hose	Scrap Metal	Lawn Chairs	Air Conditioners	Paint	Propane Tanks
Ziploc Bags	Cosmetic Tubes	Cling Wrap	Soiled Paper	Organic Material	Light Bulbs



RECENT PROGRAM CHANGES

Changes have been made to the residential acceptable materials list. The updated list allows more materials to be collected and recycled, helping to keep even more waste out of landfills. It also creates one consistent list across Ontario.

Commercial recycling will not be changing. Commercial materials are collected and processed through a different stream, with separate equipment and end markets than the residential program.

WHEN IN DOUBT, LEAVE IT OUT!

October 20, 2025

To whom it may concern,

As the holiday season quickly approaches and we prepare for all the festivities, we hope to share the spirit of the season by hosting the tenth Brooke-Alvinston Holiday Meal. As a community, we would like to extend an invitation to individuals and families in need to join us for food and friendship. We all know many memories are created as we share dinner with family and friends during the holiday season. We hope this holiday meal will help to ensure families in our community share in this same warmth.

To accomplish this goal, we require the support of many partners. We are currently seeking monetary donations for items such as meat, vegetables and bread. We are also looking for volunteers to assist with preparing, serving and cleaning up the meal. We are planning to serve approximately 75 individuals.

The need is clear in our community following the opening of the Brooke-Alvinston Food Bank in February 2014. Since January 2022, the food bank has served a steady increase of families and individuals.

It is our hope that the Brooke-Alvinston Holiday Meal fills a need in our community and brings us closer as we help one another. With your support we hope to make this another successful year. Cheques can be made out to Guthrie Church and tax receipts will be issued.

Thank you for your consideration



The Douglas & McCallum Families



THE ROYAL CANADIAN LEGION, BR. 249
Box 223, 3237 River St.
ALVINSTON, Ont.
N0N 1A0
(519)898-2100



Every year, from the last Friday in October to November 11th, tens of millions of Canadians wear a poppy as a visual pledge to honour Canada's Veterans and remember those who sacrificed for the freedom that we enjoy today. 2021 marked the 100th anniversary of the Remembrance Poppy in Canada. Madame Anna Guérin from France, inspired by John McCrae's "In Flanders Fields", had an idea: to adopt the distribution of the Poppy on Armistice Day as a way to raise money for Veterans' needs and to remember those who had given their lives during the First World War. The Poppy was adopted by the Great War Veterans Association as the Flower of Remembrance in July 1921.

While today the Poppy is distributed freely to all who wish to wear one, the Legion gratefully accepts donations to the Poppy Fund. The Poppy Campaign remains a local initiative, conducted by Legion Branches across the country. Donations collected during the Campaign are held in Trust at the Branch level to directly support Veterans and their families and to ensure that Canadians 'never forget'.

Through your donations the Legion can provide financial assistance and support to Veterans, including the Canadian Armed Forces and the RCMP, and their families. Some examples of what Poppy Funds contribute to are:

- Food, heating costs, clothing, prescription medication, medical appliances and equipment, essential home repairs and emergency shelter or assistance for Veterans and their families
- Educational Bursaries for the children, grandchildren, and great-grandchildren of Veterans
- Support of Cadet Units
- Supporting care facilities such as Parkwood Hospital in London
- Comforts for Veterans and their surviving spouses who are hospitalized
- Funding for Veteran Transition Programs for training, education and support needs of Veterans and their families.
- Promotion and administration of Remembrance activities such as the Legion sponsored Remembrance Day Youth Education Literary and Poster Contest.

Donations to the Poppy Fund are not used in the general running and maintenance of the Legion. However, funds generated by Legion events & activities also contribute to the programs mentioned above as well as provide much needed support and assistance to Veterans and their families.

We need your financial support; please consider donating to help us achieve a successful Poppy Campaign this year.

Cash or cheques, made payable to **The Royal Canadian Legion, Br. 249, Poppy Fund**, can be dropped off at the Branch or mailed to the above address. E-transfer to alvinstonlegion@outlook.com – note Poppy Fund donation.

You will be able to obtain a Poppy from the boxes that will be at local businesses beginning on Friday October 31st.

You are invited and encourage to attend the service at the Cenotaph located in front of the Library in Alvinston.

The 2025 National Remembrance Day Ceremony at the National War Memorial in Ottawa will be streaming live on Facebook at www.facebook.com/CanadianLegion starting at 10:45am on November 11th and will be covered by the National Canadian news networks.

We thank you in advance for your consideration.

Kim Lee - Poppy & Youth Education Chair

Jack MacDonald – Branch 249 President

"They served till death! Why not me?"

Lambton County



CANADA
4-H Ontario

Lambton County 4-H Association

c/o Tami Langstaff – 2173 Mandaumin Rd., Brigden, ON N0N 1B0

Phone: 519-864-4503

Email: lambton4h@hotmail.com

October 27, 2025

Municipality of Brooke-Alvinston
Finance Department
3236 River Street, P.O. Box 28
Alvinston, ON N0N 1A0
Att: Stephen Ikert

RE: Donations and Grants

Dear Mr. Ikert;

Lambton County 4-H offers a variety of programs and clubs to our members ages 9-21 and the Cloverbud program ages 6-8, every year. We promote the development of life skills as well as leadership skills, which is unique to our organization.

This year we increased our membership with 157 registered members attending one or more of 24 clubs and 44 active Leaders in good standing to run these clubs.

In the past, the Municipality of Brooke-Alvinston has donated to our 4-H Association, and we would be grateful if you would consider supporting us again this year and into the future.

Through your donation you are helping 4-H members complete their clubs and build a better future for themselves. Your donation also helps the volunteers who organize and carry out the clubs and events that help these 4-H members. In addition, any of our members attending regional, provincial, or national leadership camps or programs put on by 4-H Ontario and 4-H Canada are reimbursed the complete registration fee by our Association.

We therefore request the grant of \$250.00 for the 2026 year to help offset the expenses incurred within the clubs and Association.

We would like to extend our most genuine thanks for taking the time to consider donating to the Lambton County 4-H Association.

If you would like any more information regarding our organization, please don't hesitate to contact me.

Sincerely,

Tami Langstaff
Secretary/Treasurer/Membership Coordinator



October 21, 2025

Via Email

To: St. Clair Region Conservation Authority Board of Directors - stclair@scrca.on.ca
 Cc: Board Coordinator – afletcher@scrca.on.ca
 Cc: Township of Adelaide-Metcalf – mbarnier@adelaidemetcalf.on.ca
 Cc: Municipality of Brooke-Alvinston – jdenkers@brookealvinston.com
 Cc: Municipality of Chatham-Kent – ckinfo@chatham-kent.ca
 Cc: Township of Dawn-Euphemia – clerk@dawneuphemia.on.ca
 Cc: Township of Enniskillen – cpoland@enniskillen.ca
 Cc: Municipality of Lambton Shores – stroyer-boyd@lambtonshores.ca
 Cc: Municipality of Middlesex Centre – clerk@middlesexcentre.ca
 Cc: Village of Newbury – case@newbury.ca
 Cc: Village of Oil Springs – clerk@oilsprings.ca
 Cc: Town of Petrolia – mpearson@petrolia.ca
 Cc: Village of Point Edward – jburns@villageofpointedward.com
 Cc: City of Sarnia – amy.burkhart@sarnia.ca
 Cc: Municipality of Southwest Middlesex – kkettler@southwestmiddlesex.ca
 Cc: Township of St. Clair – jbaranek@stclairtownship.ca
 Cc: Municipality of Strathroy-Caradoc – jpereira@strathroy-caradoc.ca
 Cc: Township of Warwick – HWillemse@warwicktownship.ca
 Cc: Town of Plympton-Wyoming Representative - KRodrigues@plympton-wyoming.ca

St. Clair Region Conservation Authority
 205 Mill Pond Crescent
 Strathroy, ON N7G 3P9

Attention: Board of Directors

Dear Board of Directors,

On behalf of Mayor and Council of the Town of Plympton-Wyoming, I write to formally express Council's objection to the updated Hearing Guidelines adopted by the St. Clair Region Conservation Authority (SCRCA) Board of Directors on September 18, 2025.

Council reviewed the Staff Report dated August 28, 2025 regarding the proposed Hearing Guidelines, and while Council acknowledges that the intent of the guidelines is to align with the legislative requirements of the *Conservation Authorities Act*, Council is concerned with the exclusion of elected municipal representatives from participating in the Hearing Committee.

This exclusion, as outlined in Section 3.1 of the guidelines regarding "Apprehension of Bias," effectively prevents elected officials from representing their constituents in matters that may directly impact their communities. Council believes this undermines the democratic process and stifles the

community's voice in critical decisions related to land use, environmental protection, and property rights.

Therefore, at the October 8, 2025, Council Meeting, Council passed the following motion:

Motion 1

Moved by Mike Vasey

Seconded by Alex Boughen

That the Staff Report Regarding Hearing Guidelines presented to the St. Clair Region Conservation Authority Board of Directors on September 18, 2025, be received and that Council directs staff to send a letter St. Clair Region Conservation Authority Board of Directors expressing objection to the guidelines as they stifle the community's voice by not allowing their elected representatives to sit on the hearing committee.

Carried.

The Town respectfully requests that the SCRCA reconsider the composition of its Hearing Committee to ensure fair and democratic representation, including the participation of elected municipal officials where appropriate and without conflict of interest. Council is confident that *Municipal Conflict of Interest Act* provides sufficient balance to ensure committee members act with integrity and transparency when acting as a member of the appeals committee.

Thank you for your attention to this matter. We look forward to your response and to continued collaboration in the best interests of our shared communities.

Sincerely



Adam Sobanski, CET.
Chief Administrative Officer
Town of Plympton-Wyoming

The Corporation of The Township of Stone Mills

4504 County Road 4, Centreville, Ontario K0K 1N0
Tel. (613) 378-2475 Fax. (613) 378-0033
Website: www.stonemills.com



October 22, 2025

Sent Via Email Only

Re: Advocacy for Funds to Effectively Manage the Emerald Ash Borer Infestation

Please be advised that during the regular Council meeting of September 15, 2025, Township of Stone Mills Council passed the following motion,

Resolution 19-695-2025

Whereas the Emerald Ash Borer (EAB) infestation has resulted in a substantial increase in dead ash trees throughout Ontario, resulting in extensive ecological, economic, and public safety challenges;

And Whereas dead ash trees contribute to potential hazards, including falling limbs, compromised power lines, and blocked transportation routes, posing significant threats to public safety;

And Whereas removing and replacing dead ash trees is a costly undertaking that imposes financial burdens on municipalities, private organizations, and individual property owners;

Therefore, Be It Resolved That the Council of the Township of Stone Mills formally requests that the Provincial and Federal governments establish a dedicated fund to assist municipal governments, private organizations, and property owners in effectively managing the removal and replanting of trees, thereby addressing the aftermath of the EAB infestation.

Be It Further Resolved That funding support should encompass:

1. Grants for municipalities to fund community-wide removal and replanting initiatives.
2. Financial assistance for private organizations engaged in environmentally restorative work.
3. Subsidies for individual property owners to safely remove and replace dead ash trees.

And Be It Further Resolved That this request be forwarded to relevant Provincial and Federal ministries and agencies involved in environmental management, forestry, and public safety.

Be It Finally Resolved That a supporting letter be drafted and disseminated to other municipalities across Ontario to encourage regional advocacy and collaboration in addressing this ecological challenge.

Moved By Councillor Fenwick
Seconded By Deputy Woodcock
Carried

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

Sincerely,

B Teeple

Brandi Teeple
 Township Clerk
 Township of Stone Mills
 4504 County Road 4
 Centreville, ON, K0K 1N0
 Phone: 613 378-2475 ext. 225
 Email: bteeple@stonemills.com

cc. Mark Carney, Prime Minister of Canada
 Doug Ford, Premier of Ontario
 Mike Harris, Minister of Natural Resources
 Todd McCarthy, Minister of the Environment, Conservation and Parks
 Rob Flack, Minister of Municipal Affairs and Housing
 Julie Dabrusin, Minister of Environment and Climate Change
 Marjorie Michel, Minister of Health
 Ric Bresee, MPP Hastings-Lennox & Addington-Tyendinaga
 Shelby Kramp-Neuman, MP Hastings-Lennox & Addington-Tyendinaga
 Quinte Conservation
 Canadian Food Inspection Agency
 The Association of Municipalities of Ontario
 All Ontario Municipalities

October 17, 2025

Sent by email

See Distribution List on page 6

Re: Provincial Decision on Automated Speed Enforcement (ASE)

The following recommendation of the Committee of Council Meeting of October 1, 2025 was approved by Council on October 15, 2025, pursuant to Council Resolution C230-2025:

CW303-2025

Whereas the Province of Ontario filed enabling regulations in December 2019, to prescribe the locations, fines, and signage for municipalities to utilize Automated Speed Enforcement Cameras (ASE) as a tool to address speeding and improve public safety; and,

Whereas the Province's ASE legislative framework, together with provincial encouragement in 2019, has led municipalities such as Brampton - where auto-insurance rates remain among the highest in Ontario - to implement ASE technology to improve safety, reduce speeding, and prevent serious collisions and fatalities; and,

Whereas the Provincial government, through the Ministry of Transportation, is responsible for the legislation, regulations and program standards governing municipal ASE programs; and,

Whereas some cities have implemented ASE incorrectly, Brampton is part of the vast majority of municipalities who have implemented best practices endorsed by the Ministry of Transportation and the Ontario Traffic Council - including speed thresholds - that prioritize public safety, resulting in safer roads; and,

Whereas consistent with local, regional, national and international research by third parties including Sick Kids & Toronto Metropolitan University, the Canadian Automobile Association, the Ontario Association of Chiefs of Police, the Traffic Injury Research Foundation, and the Ontario Traffic Council; the City of Brampton's ASE program has resulted in significant reductions in speed, increased speed compliance in Community Safety and School Zones, and changes in driver behaviour as outlined in the September 10, 2025 Council report titled "Automated Speed Enforcement – Traffic Safety Update";

Whereas the average recorded speed for ticket issued is 15.7 km/h over the posted limit, demonstrating that Brampton's existing threshold is both reasonable and aligned with best practices; and

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Whereas between twenty and thirty percent of ASE ticket revenue is collected by the Province of Ontario.

Whereas Brampton is working to improve road safety and uphold its commitment to Vision Zero, through its ASE program and complementary traffic-calming measures such as speedbumps/humps, roundabouts, road diets, and improved signage, in order to reduce speeds, prevent collisions, and promote lawful driving behaviour.

Whereas the City of Brampton has already implemented a significant number of speedbumps, likely the most in the province with 834 locations and anticipates installing an additional 33 individual locations this year, but because speedbumps cannot be deployed in all areas around schools, a comprehensive approach to traffic calming, including Automated Speed Enforcement, has proven effective in reducing vehicle speeds, changing driver behaviour, preventing fatal collisions, and enhancing public safety;

Whereas polling in Brampton demonstrates strong and consistent public support for ASE as a tool to reduce speeding, including: Mainstreet Research (Early September 2025) showing 65% overall support, and the City-led Telephone Townhall poll (July 2025) showing 86% of participants support for speed cameras near schools and parks to help curb speeding; and

Whereas despite clear evidence and proven results from cities like Brampton, municipalities were caught off guard by the Premier's sudden announcement to cancel ASE programs across the province, made without adequate notice and consultation;

Whereas a preliminary estimate of private sector investment by companies delivering ASE solutions indicates the creation of 62 jobs and \$14 million dollars of investment in the province; and

Whereas the Premier believes some municipalities have misused ASE; but that is no reason to shut down municipal ASE programs that have proven successful at changing driver behaviour and improving public safety; and

Whereas the Premier's concerns regarding ASE can be addressed through amendments to provincial legislation, regulations and program standards that enable municipalities to consistently utilize ASE, without an outright ban on the technology; and,

Whereas Brampton's ASE program is considered best-practice and rather than banning, the Premier should meet with Mayor Patrick Brown and other municipal leaders to develop improved provincial legislation, regulations and program standards related to the ASE program; and,

Whereas it is reckless to abandon what works, and essential to maintain a program that preserves public safety, and, especially, at a very minimum, safety in school locations; and,

-3-

Whereas should the ASE program be cancelled, the considerable municipal investments to implement this provincially shaped program must be reimbursed, and additional funding must be provided to implement alternate, although not necessarily as effective, traffic calming measures.

Therefore be it resolved:

1. That Brampton City Council formally opposes the Province's decision to abruptly cancel ASE, a public safety tool enabled through provincial regulations in December 2019; and,
2. That a letter from Council be sent to the Premier, the Minister of Transportation, and local MPPs outlining Brampton's position, calling for the continuation of ASE, and Brampton Council request that the Premier meet with Mayor Patrick Brown, and other municipal leaders to negotiate consistent implementation across municipalities that utilizes best practices to uphold the public safety benefits of ASE; and,
3. That the City of Brampton immediately implement the following ASE program enhancements to accommodate concerns and maintain the technology as an effective public safety tool:
 - a. Limit the use of ASE cameras to school locations
 - b. Maintain the existing threshold and implement variable threshold speeds:
 - Maintain existing speed threshold during peak hours around schools
 - Implement a higher speed threshold for non-peak hours to enforce excessive speeding & stunt driving
 - c. Develop and implement a process to limit the number of tickets that can be issued to a single license plate within a defined period of time, excluding excessive speeding or stunt driving
 - d. Prohibit the operation of an ASE camera for six months following a speed limit change
 - e. Require that surplus ASE revenues be reinvested in road safety-related infrastructure, initiatives, and education
 - f. Require that staff report annually to Council, through the budget process, on the allocation and use of surplus ASE revenues
 - g. Require that staff report annually to Council on outcomes of the ASE program (e.g., number of tickets, speed reductions, speed limit compliance, collisions, injuries/fatalities, etc.); and,

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4. That the City of Brampton request the Provincial government to amend their legislation, regulations and program standards governing ASE as follows:
 - a. Restrict the use of ASE to School locations
 - b. Use of ASE in areas that do not contain schools must be approved by the Minister of Transportation, supported by data clearly demonstrating the need and a description of why alternative traffic calming measures are not suitable for the location.
 - c. Eliminate provincial fees and charges from ASE tickets, including:
 - MTO fee, currently \$8.25 per ticket, for providing registered license plate owner information
 - Victim surcharge fee ranging from \$10 to \$125 - or 25% of the fine for speeding offences greater than \$1,000
 - d. Develop a revised fee schedule for ASE tickets that reduces the cost for lower speed infractions while maintaining higher penalties for excessive speeding and stunt driving
 - e. Extend voluntary electronic notification (SMS and/or email) to license plate holders to reduce the notification period for ASE offences, similar to license plate renewal notifications
 - f. Develop new signage to include language indicating that the location is speed camera enforced
 - g. Develop more visible ASE signage that includes the speed limit
 - h. Require municipalities to reinvest surplus ASE revenue into road safety-related infrastructure, initiatives and education
 - i. Require greater transparency from municipalities by implementing the following reporting requirements:
 - Report annually to municipal Council on how surplus ASE funds are spent.
 - Require annual public reporting of program outcomes (e.g., number of tickets, speed reductions, speed limit compliance, collisions, injuries/fatalities, etc.).

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- j. Establish program standards across all municipalities for key program elements - like speed thresholds - through a process led by the Ministry of Transportation and in consultation with municipalities to ensure consistency and transparency for all municipalities in Ontario.
 - k. That the Ministry of Transportation provide greater oversight and enforcement of Municipal ASE programs through regular audits; and
5. That, should the provincial government proceed with banning the use of ASE despite Brampton's immediate actions to address concerns and requests to work collaboratively with the Province and other municipalities to continue these programs, the Province must reimburse municipalities for all costs incurred to implement ASE program; and,
 6. Staff be directed to report back on potential impacts of an ASE ban on Brampton's road safety strategy and financial investments; and,
 7. That a copy of this resolution be sent to the Premier of Ontario, the Minister of Transportation, Brampton members of Provincial Parliament, local MPPs across the Region of Peel, all Ontario Municipalities, the Association of Municipalities of Ontario (AMO), the Ontario Association of Chiefs of Police (OACP), and the Ontario Traffic Council; and,
 8. That the City develop an advocacy campaign consistent with this motion.

Note: Item **RM 45/2025** has been added to the Referred Matters List for the report requested in clause 6 of the recommendation above, and assigned to Michael Kralt, Director, Automated Enforcement and Court Administration, Legislative Services.

Yours truly,

Sonya Pacheco

Sonya Pacheco
 Legislative Coordinator, City Clerk's Office
 Tel: 905-874-2178
sonya.pacheco@brampton.ca

(CW – 7.2)

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Distribution List

The Honourable Doug Ford
Premier of Ontario and Minister of Intergovernmental Affairs
Premier@ontario.ca

The Honourable Prabmeet Sarkaria
Minister of Transportation
minister.mto@ontario.ca

Regional Municipality of Peel Members of Provincial Parliament (MPP):

The Honourable Charmaine Williams, MPP – Brampton Centre
Charmaine.Williams@pc.ola.org

The Honourable Prabmeet Singh Sarkaria, MPP - Brampton South
Prabmeet.Sarkaria@pc.ola.org

The Honourable Graham McGregor, MPP – Brampton North
Graham.McGregor@pc.ola.org

Hardeep Singh Grewal, MPP – Brampton East
Hardeep.Grewal@pc.ola.org

Amarjot Sandhu, MPP – Brampton West
Amarjot.Sandhu@pc.ola.org

The Honourable Sylvia Jones, MPP – Dufferin – Caledon
sylvia.jones@pc.ola.org

Deepak Anand, MPP - Mississauga – Malton
deepak.anand@pc.ola.org

Rudy Cuzzetto, MPP - Mississauga – Lakeshore
rudycuzzetto@pc.ola.org

Natalia Kusendova, MPP – Mississauga – Centre
natalia.kusendova@pc.ola.org

Silvia Gualtieri, MPP – Mississauga East – Cooksville
silvia.gualtieri@pc.ola.org

Sheref Sabawy, MPP – Mississauga – Erin Mills
sheref.sabawy@pc.ola.org

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The Honourable Nina Tangri, MPP – Mississauga – Streetsville
nina.tangri@pc.ola.org

Ontario Association of Chiefs of Police (OACP)
Contact@oacp.ca

Ontario Traffic Council
traffic@otc.org

Association of Municipalities of Ontario
amo@amo.on.ca;

All Ontario Municipalities

City of Brampton:

Mayor and Members of Council

Marlon Kallideen, Chief Administrative Officer

Laura Johnston, Commissioner, Legislative Services

Peter Pilateris, Commissioner, Public Works and Engineering

Michael Kralt, Director, Automated Enforcement and Court Administration, Legislative Services

Shane Loftus, Director, Road Maintenance, Operations and Fleet, Public Works and Engineering

Christopher Ethier, Director, Intergovernmental Affairs and Advocacy, Office of the CAO

Andrzej Hoffmann, Senior Advisor, Intergovernmental Affairs and Advocacy, Office of the CAO

Genevieve Scharback, City Clerk, Legislative Services



October 24, 2025

The Honorable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto ON M7A 1A1

Sent by Email

Dear: Honorable Doug Ford,

RE: Municipality of Tweed – Collaborative Action on Sustainable Waste Management in Ontario.

The Council of the Corporation of Tay Valley Township at its meeting held on October 21st, 2025 adopted the following resolution:

RESOLUTION #C-2025-10-22

MOVED BY: Fred Dobbie
SECONDED BY: Marilyn Thomas

“WHEREAS, the Council of the Corporation of Tay Valley Township Support the Municipality of Tweed’s resolution regarding waste incineration and a more Robust Recycling Program;

AND WHEREAS, It is incumbent upon the members of council, MPP's and MPs to make the decisions that will result in the most positive outcomes for now and future generations;

AND WHEREAS, with large urban centres now looking in rural areas of our province and entire country for lands to bury their garbage waste;

AND WHEREAS, a large landfill site owned by a large urban centre which receives 50% of their garbage at the present time is expected to be full by 2029 creating more environmental impacts;



AND WHEREAS, continuing to bury garbage in the ground will result in our future generations having lost potable groundwater as a result of garbage leachate rendering it unusable;

AND WHEREAS, burying garbage, particularly organic waste in landfills, leads to the production of methane a greenhouse gas, which escapes into the atmosphere and contributes to climate change causing more environmental destruction;

AND WHEREAS, we continue to destroy our environment jeopardizing our future generations;

AND WHEREAS, we have worldwide technology that will allow us the use of clean incineration and also produce much needed electric energy;

AND WHEREAS, the incineration of household and other municipal waste has a long tradition in Germany, which currently has 156 municipal thermal waste incineration facilities with an aggregate annual capacity of around 25 million tons;

AND WHEREAS, with a strong focus on community involvement, innovative infrastructure, and sustainable practices, Germany has set a high bar for municipal recycling programs that the rest of the world can learn from and emulate;

AND WHEREAS, at the present time, Germany recycles 66.1% of its garbage waste at a municipal level. This places the country as the most effective and prominent country when it comes to recycling in the entire world. This highlights the citizen's strength and motivation to deal with environmental issues on a daily basis;

AND WHEREAS, German schools often integrate recycling education into their curriculum. This early exposure to the importance of recycling instills a sense of responsibility in the younger generation, creating a culture of sustainability that transcends generations;

BE IT RESOLVED THAT, the Council of Tay Valley Township support the Municipality of Tweed in investigating the possibility of working together with Ontario Municipalities, Provincial and Federal Governments and manufacturing partners to form a working group to ensure that waste disposal issues can be resolved quickly, efficiently and effectively with the use of incineration, more robust recycling programs and sustainable practices, so that future generations will not suffer from our environmental mismanagement;

AND THAT, this support be sent to Premier Ford, Marit Stiles, Leader of the Official Opposition Party, and all Ontario Municipalities."

ADOPTED



If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or deputyclerk@tayvalleytwp.ca

Sincerely,

A handwritten signature in blue ink that reads "Aaron Watt".

Aaron Watt, Deputy Clerk

cc: Marit Stiles, Leader of the Official Opposition Party,
All Municipalities in Ontario



Town of Bradford West Gwillimbury

100 Dissette St., Unit 4
 P.O. Box 100, Bradford, Ontario, L3Z 2A7
 Telephone: 905-775-5366 ext. 1200
jleduc@townofbwg.com

www.townofbwg.com

October 27, 2025

The Right Honourable Mark Carney P.C., O.C., M.P.
 Office of the Prime Minister of Canada
 80 Wellington Street
 Ottawa, ON K1A 0A2

The Honourable Doug Ford MPP
 Premier of Ontario
 Legislative Building
 Queen's Park
 Toronto, ON M7A 1A1

Dear Prime Minister Carney and Premier Ford:

Re: Removing HST/GST from New Homes to Support Housing Affordability

At its meeting of October 21, 2025, the Council of the Town of Bradford West Gwillimbury adopted the enclosed motion calling on the Governments of Canada and Ontario to remove the federal and provincial portions of the HST from new homes purchased as primary residences.

This measure would extend the relief already provided for purpose-built rental housing to families seeking to buy their first home. It represents a practical, immediate step toward improving affordability and supporting new housing supply.

For an average new home in our community, the 13 percent HST adds tens of thousands of dollars to the purchase price, a burden that directly undermines our shared goal of making homeownership affordable for working families and seniors. Removing that tax would provide meaningful relief.

Bradford West Gwillimbury is one of Ontario's fastest-growing municipalities, investing heavily in growth-related infrastructure while working to keep housing within reach. We urge both levels of government to work together on this change as part of a broader strategy to make homeownership attainable again for young Canadians. Simply put, cutting taxes in this way will help make life more affordable.

We would welcome the opportunity to contribute to any federal-provincial review of housing-related taxation and policy tools that can help deliver more affordable homes.

Sincerely,

Mayor James Leduc
 Town of Bradford West Gwillimbury

Jonathan Scott
 Councillor, Ward 2

encl.

cc:

Hon. François-Phillipe Champagne PC MP
 Hon Peter Bethlenfavly MPP
 Hon. Caroline Mulroney MPP
 Federation of Canadian Municipalities (FCM)
 All Ontario Municipalities

Hon. Gregor Robertson PC MP
 Hon. Rob Flack MPP
 Scot Davidson MP
 Association of Municipalities of Ontario (AMO)

The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
shawj@cambridge.ca

October 30, 2025

Re: Rent Protection for Tenants

At its Council Meeting of October 28, 2025, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS this council understands that the need for affordable rental housing not only applies to new builds but also to the protection of existing affordable units.

WHEREAS the removal of rent control in 2018 on any new residential rental unit opened the door to excessive year over year rent increases and the resulting anxiety and mental anguish that come with unpredictable rental costs and loss of housing security.

WHEREAS the loss of rent control has caused a high number of people across Ontario to be forced out of their homes due to their inability to afford their rent increases.

AND WHEREAS without protection from excessive and malicious rent increases, many Cambridge renters will also be at risk of being priced out of their own homes.

WHEREAS unlimited rent increases can be used as a tool by landlords acting in bad faith to remove existing tenants in order to replace them with new tenants at increased rates.

WHEREAS providing housing stability, maintaining affordable housing stock, and protecting renters from unfair rent increases is of utmost importance to this council.

AND WHEREAS This council recognizes that landlords are essential to a flourishing and affordable housing system,

AND WHEREAS maintaining Ontario as a location that is attractive to landlords is of utmost importance.

NOW THEREFORE BE IT RESOLVED that:

1. Cambridge City Council request the Province of Ontario provide adequate protection against excessive and malicious rent increases for all rental units occupied for residential purposes while maintaining the ability for landlords to operate a viable and sustainable business, and that the City Clerk for the City of Cambridge send a letter to Honourable Doug Ford Premier of Ontario, MPP Jess Dixon, MPP Brian Riddell, and other municipalities throughout Ontario for their endorsement consideration.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Jennifer Shaw
City Clerk

CC: (via email)
Honourable Doug Ford, Premier of Ontario
MPP Jess Dixon
MPP Brian Riddell
Ontario Municipalities



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: 2026 Municipal / School Board Election - Voting Services Provider
Meeting: Council - 13 Nov 2025
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the report on the 2026 municipal election be received; and that the proposal submitted by Simply Voting Inc. in the amount of \$16,445.25 + HST for provision of internet voting services for the 2026 municipal / school board election be accepted; and that the Clerk be authorized to sign the Agreement with Simply Voting.

Background:

Internet voting was approved at the October 9, 2025 Council meeting for the 2026 Municipal and School Board Election replacing the previous method used - Vote By Mail.

Staff joined other Lambton County Municipalities in a joint RFP for internet voting that was issued by the City of Sarnia's Procurement and Risk Management department.

A review committee of the Clerks was compiled to review the 3 proposals received with Simply Voting Inc. being the successful proponent.

Comments:

The Memorandum of Understanding between the Municipality and Simply Voting is attached. The document has been fully reviewed and deemed satisfactory.

Datafix will also be secured later in the election process to aid in the election with the printing and distribution of voter information cards. The Preliminary List of Electors is now handled by Elections Ontario, replacing MPAC.

Financial Considerations:

The cost of internet voting with Simply Voting is \$13,000 plus HST. We estimate a total election cost to be around \$22,500 with all providers (Datafix).

Council has allocated funds to an election reserve account to support the 2026 Municipal and School Board election.

ATTACHMENTS:

[Simply Voting Agreement](#)

MEMORANDUM OF AGREEMENT

BY AND BETWEEN: Simply Voting Inc.
5160 Decarie Boulevard, Suite 502
Montreal, QC H3X 2H9
Canada

Hereinafter referred to as VENDOR

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

Hereinafter referred to as PURCHASER

WITNESSETH THAT IT IS COVENANTED AND AGREED AS FOLLOWS:

1. VENDOR does hereby sell to PURCHASER, the latter hereby accepting, services provided by the VENDOR. Services shall be in accordance with the bid documents and bid submission submitted to the PURCHASER by the VENDOR dated August 15, 2025 and attached hereto as Addendum "D" and "E". Fees payable by PURCHASER to VENDOR by cheque or bank transfer.
2. The parties agree that this Agreement be governed by the laws of the Province of Ontario and shall be deemed to have been entered into at Alvinston, Ontario.
3. This Agreement is also subject to the Terms of Service attached hereto as Addendum "A".
4. This Agreement is also subject to the Data Processing Addendum attached hereto as Addendum "B".
5. This Agreement is also subject to the Privacy Policy attached hereto as Addendum "C".
6. The parties to the present Agreement agree that same be drawn up in the English language. Les parties aux présentes conviennent que la présente entente soit rédigée en langue anglaise.

DONE AND EXECUTED AT BROOKE-ALVINSTON, ON _____, 2025.

Simply Voting Inc.

Municipality of Brooke-Alvinston

per: _____

per: _____

Brian Lack, duly authorized hereto

Janet Denkers, Clerk, duly authorized hereto

VENDOR

PURCHASER

Addendum “A” - Simply Voting Terms of Service

The Simply Voting online voting system ("VOTING SYSTEM") consists of all public and restricted websites and software found at simplyvoting.com. VOTING SYSTEM is owned and operated by Simply Voting Inc. ("Simply Voting").

This Terms of Service Agreement ("Agreement") governs your use of VOTING SYSTEM. By using and/or accessing VOTING SYSTEM, you are agreeing to be bound by this Agreement. If you do not agree with any of the terms of this Agreement, you are prohibited from using and/or accessing VOTING SYSTEM.

LIMITATION OF LIABILITY

Except as expressly set forth herein, Simply Voting will not be liable for any damages incurred in connection with the use of VOTING SYSTEM. This includes any direct, indirect, consequential or incidental damages that may arise from the use of VOTING SYSTEM, the failure of VOTING SYSTEM, or the termination of the access to VOTING SYSTEM. This limitation of liability will also apply to any loss of data, information or content through failure of VOTING SYSTEM or interruption of transmission. Simply Voting will not be liable for any harm or loss arising from unauthorized access to data, information or transmission, including, but not limited to tangible or intangible loss of revenues, profits, data or information.

Except as expressly set forth herein, you agree that Simply Voting is not liable for any damages arising from the interruption, cancellation or suspension of VOTING SYSTEM, regardless of whether the failure of VOTING SYSTEM is announced, justified, or negligent.

GENERAL DISCLAIMER

Except as expressly set forth herein, Simply Voting provides VOTING SYSTEM "as is" and without warranties of any kind, express or implied, to the fullest extent allowed by law. Simply Voting further disclaims all other warranties, including the implied warranties of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Simply Voting does not warrant uninterrupted or error free functions contained in VOTING SYSTEM or that VOTING SYSTEM or its servers are free of viruses or other harmful components.

You understand and represent that all data, information or other material collected by you through VOTING SYSTEM is your sole responsibility. Simply Voting is not responsible for any loss of data or harm done to your computer(s), systems or other equipment in conjunction with use of VOTING SYSTEM. You understand and agree that use of VOTING SYSTEM is done at your own risk and discretion.

INDEMNIFICATION

You agree that Simply Voting will not be held responsible for any claims, damages, demands or fees arising out of any breach by you of this Agreement, the Privacy Policy or infringements on the rights of any third parties related to your use of VOTING SYSTEM. You also agree to indemnify Simply Voting and its officers, directors, employees, agents, and partners for any and all claims that may arise.

Simply Voting agrees that you will not be held responsible for any claims, damages, demands or fees arising out of any breach by Simply Voting of this Agreement, the Privacy Policy or infringements on the rights of any third parties related to your use of VOTING SYSTEM. Simply Voting also agrees to indemnify you and your officers, directors, employees, agents, and partners for any and all claims that may arise.

DATA STORAGE

You understand and agree that all data collected using VOTING SYSTEM will be stored on Simply Voting servers. Simply Voting assumes no responsibility for your deletion of, or your failure to store any data or other information on VOTING SYSTEM.

WEBSITES OR EMAIL UTILIZING VOTING SYSTEM

Simply Voting does not review or monitor any user websites or email messages that utilize or link to VOTING SYSTEM and is not responsible for the content of any such websites or email messages.

YOUR CONDUCT

You agree to abide by all applicable laws and regulations in your use of VOTING SYSTEM, and you agree not to interfere with the use and enjoyment of VOTING SYSTEM by other users. You agree to be solely responsible for the actions and the contents of your use of VOTING SYSTEM.

You agree:

- (1) not to use VOTING SYSTEM for illegal purposes;
- (2) not to use VOTING SYSTEM for chain letters, junk mail, unlawful "spamming" solicitations (commercial or otherwise) or unlawful bulk communications of any kind, and
- (3) not to use VOTING SYSTEM to send an excessive number of communications to the same recipient.

You agree not to post, promote or transmit through VOTING SYSTEM any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature. You further agree not to transmit or post any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or regulation. Simply Voting may, at its sole discretion, immediately terminate your access to VOTING SYSTEM should your conduct fail to conform to this Agreement.

SYSTEM INTEGRITY

You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of VOTING SYSTEM. You may not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

VOTING SYSTEM may contain robot exclusion headers, and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy VOTING SYSTEM or the content contained therein without prior written permission of Simply Voting. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of VOTING SYSTEM.

NO RESALE OF THE SERVICE

Your right to use VOTING SYSTEM is granted to you on a non-exclusive basis and you may not resell all or any portion of VOTING SYSTEM or your use of or access to VOTING SYSTEM to any unauthorized persons. Known or suspected violations will be grounds for immediate termination of your use and access to VOTING SYSTEM, files and accumulated stored data, and, depending upon the circumstance, may be grounds for Simply Voting legal recourse.

PROPRIETARY RIGHTS TO VOTING SYSTEM

You are only permitted to use VOTING SYSTEM as expressly authorized by Simply Voting, and may not copy, reproduce, distribute, analyze, compare, demonstrate, reverse engineer, screen capture, print screen pages for purposes of distribution, or create derivative works from VOTING SYSTEM without express authorization from Simply Voting.

YOUR CONFIDENTIALITY RESPONSIBILITIES

You will not disclose Simply Voting's proposals, pricing quotes, or any content designated as confidential by Simply Voting.

SIMPLY VOTING'S CONFIDENTIALITY RESPONSIBILITIES

Simply Voting will not disclose your private VOTING SYSTEM records or content, except that you agree that Simply Voting may do so in accordance with applicable laws as well as its then-current Privacy Policy or, following the provision of written notice to you sufficient to enable you to challenge such action, in the good faith belief that such action is reasonably necessary:

- (a) to comply with any local laws, rules or regulations;
- (b) to comply with any legal process;
- (c) to enforce this Agreement; and
- (d) to respond to claims that such data violates the rights of third parties.

You acknowledge and agree that Simply Voting may access any content, data, statistics and other tools of VOTING SYSTEM to identify or resolve technical problems or to respond to service complaints. You acknowledge and agree that certain technical processing of information may be required in the ordinary course of business.

YOUR SECURITY RESPONSIBILITIES

Each user has a password to access VOTING SYSTEM. You are responsible for keeping your passwords secure. Do not disclose or share your password with any third parties. You must notify Simply Voting without undue delay of any unauthorized access to your account of which you become aware.

Transfer of your confidential or personal electronic information to Simply Voting shall be done via secure and encrypted file transfer, or via email using password-protected attachments.

SIMPLY VOTING'S SECURITY RESPONSIBILITIES

All data collected by VOTING SYSTEM will be secured and backed up using industry standard security protocols and procedures.

All transfer of information to VOTING SYSTEM shall be encrypted via Transport Layer Security (TLS) technology.

All transfer of your confidential or personal electronic information by Simply Voting shall be done via secure and encrypted file transfer.

REPORTING SYSTEM FAILURES AND SECURITY BREACHES

Simply Voting will report to you as soon as reasonably practicable by email and in accordance with applicable law, of a material breach of the security of VOTING SYSTEM which results in unauthorized destruction, disclosure or alteration of your data of which we become aware. Upon request, we will

promptly provide to you all relevant information and documentation that we have available to us regarding your data in connection with any such event.

Simply Voting will act on any reports of failures, concerns, incidents and complaints related to security of VOTING SYSTEM. Such reports may be made by any party via email message to info@simplyvoting.com. Security related reports will be documented as per the company Security Incident Response Policy. Simply Voting will provide a written response to any security related reports as soon as reasonably practical.

Simply Voting will make commercially reasonable efforts to report to you of any emergency maintenance or unplanned system failure which affects your online voting event being conducted using VOTING SYSTEM for a period exceeding five (5) continuous minutes and provide updates regarding resumption of service, but shall have no liability for the manner in which we may do so or if we fail to do so.

100% AVAILABILITY GUARANTEE

Simply Voting endeavours to provide the most reliable infrastructure possible for VOTING SYSTEM. If you are in good financial standing with Simply Voting, Simply Voting guarantees that VOTING SYSTEM is available 100% of the time in a given month, excluding special planned maintenance. Available is defined as the ability for voters and election administrators to access the functionality of VOTING SYSTEM as intended. Special planned maintenance is defined as a finite period of unavailability where the customer has been notified by email at least one week in advance. Unavailability is measured from the moment you notify a VOTING SYSTEM support representative of unavailability to the time availability is restored. Notification of unavailability must occur at the time of the outage and not after the fact. We will credit your account 5% of your election fee for each 30 minutes of unavailability, up to 100% of your election fee. Election fee is defined as your Annual Plan fee or most recent Single Election fee, whichever applies. Credits shall not be provided to you if unavailability is the result of: a) special maintenance b) circumstances beyond Simply Voting's reasonable control, including, but not limited to: ddos or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labour disturbance, acts of government, acts of god or c) your breach of this Agreement.

PUBLICITY REFERENCES

You agree to allow Simply Voting to refer to your use of VOTING SYSTEM on its websites, in its press releases, and/or other promotional media, and make use of your logo for such purpose.

NO REFUNDS

Except as expressly provided herein, Simply Voting maintains a strict no-refund policy on VOTING SYSTEM fees.

PERSONAL DATA PROTECTION

To the extent Simply Voting processes your Customer Data protected by Applicable Data Protection Laws as a processor on your behalf (all as defined in the DPA), you and Simply Voting shall be subject to and comply with the Data Processing Addendum ("DPA"), which shall be incorporated by reference and form an integral part of this Agreement.

GOVERNANCE

This Agreement constitutes the final agreement between you and Simply Voting. It is the complete and exclusive expression of your agreement on the matters contained herein. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

You agree that this Agreement be governed by the laws of the Province of Ontario and shall be deemed to have been entered into at Alvinston, Ontario. You agree that any grievances shall be settled according to the procedures and laws within this jurisdiction.

A party's failure to exercise or enforce any right granted in this Agreement shall not constitute a waiver of such right.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it is agreed that such court should endeavour to give full effect to the parties' intentions as reflected in such provision, and it is agreed that other provisions of the Agreement remain in full effect.

It is agreed that any claim or cause of action related to VOTING SYSTEM or this Agreement must be filed within one (1) year after such claim arose.

The headings employed to describe the sections of this Agreement are solely for descriptive purposes. They do not imply or refer to a specific legal description or obligation.

The parties to the present Agreement agree that same be drawn up in the English language. Les parties aux présentes conviennent que la présente entente soit rédigée en langue anglaise.

Addendum “B” - Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of and is subject to the Terms of Service Agreement (“Agreement”) between Simply Voting Inc. (“Simply Voting”) and Customer.

1. Definitions

- 1.1 **“Customer”** means the legal entity or individual who accepted Simply Voting’s Agreement, which includes this DPA.
- 1.2 **“Customer Data”** means any personal data that is processed by Simply Voting on behalf of the Customer to perform the Services under the Agreement.
- 1.3 **“Applicable Data Protection Laws”** means all laws applicable to the collection, storage, processing, and use of Customer Data as amended, replaced or superseded from time to time, including but not limited to the GDPR, the UK GDPR, the Swiss DPA, the Canadian Personal Information Protection and Electronic Documents Act, the Quebec Act respecting the Protection of Personal Information in the Private Sector, the Privacy Act 1988 of Australia, the California Consumer Privacy Act, and the Brazilian General Data Protection Law and the Freedom of Information and Protection of Privacy Act.
- 1.4 **“GDPR”** means EU General Data Protection Regulation 2016/679.
- 1.5 **“Services”** means the use of the Simply Voting online voting system and related services provided to Customer pursuant to the Agreement.
- 1.6 **“Standard Contractual Clauses”** means the latest version of the standard contractual clauses for the transfer of personal data to processors established in third countries under the GDPR (the current version as at the date of this DPA is as annexed to European Commission Decision 2021/914 (EU) of June 4, 2021).
- 1.7 **“Swiss DPA”** means Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance.
- 1.8 **“UK Addendum”** means the latest version of the United Kingdom International Data Transfer Addendum to the EU Commission Standard Contractual Clauses set out at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>
- 1.9 **“UK GDPR”** means the GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018.
- 1.10 The terms **“consent”**, **“controller”**, **“data subject”**, **“member state”**, **“personal data”**, **“personal data breach”**, **“processor”**, **“sub-processor”**, **“processing”**, and **“supervisory authority”**, and **“third party”** shall have the meanings given to them, under ascribed to them under Applicable Data Protection Laws or if not defined thereunder, Article 4 of the GDPR and may be lowercase or capitalized herein.

2. Roles and Purpose

- 2.1 Customer authorizes Simply Voting to process Customer Data as needed to perform the Services for which Customer is contracting with Simply Voting in the Agreement, as described in Annex 1.
- 2.2 The parties agree that Customer is the controller, and Simply Voting is the processor acting on behalf of Customer.

- 2.3 The parties shall each comply with the provisions and obligations imposed on them by the Applicable Data Protection Laws with respect to the processing of Customer Data.
- 2.4 The parties agree that Customer Data shall remain the property of Customer.
- 2.5 For the avoidance of doubt, this DPA shall not apply to personal data for which Simply Voting is a controller.

3. Obligations of Simply Voting

- 3.1 Simply Voting shall only process Customer Data for the specific purpose of providing the Services to Customer and in accordance with Customer's instructions. Such Customer's instructions shall be documented in the applicable services description, support request, other written communication or as directed by Customer using the self-service application interfaces.
- 3.2 Simply Voting shall not retain, use, or disclose Customer Data for any purpose other than for the specific purpose of providing the Services to Customer as set out in the Agreement and this DPA.
- 3.3 Simply Voting shall at all times have in place a Data Protection Officer who is responsible for ensuring compliance with this DPA and who is the primary contact for Customer when seeking assistance in meeting its obligations under Applicable Data Protection Laws.
- 3.4 Simply Voting shall immediately inform Customer if, in its opinion, Customer's processing instructions infringe Applicable Data Protection Law. In such event, Simply Voting is entitled to defer the performance of the relevant instruction until it has been amended by Customer or is mutually agreed by both Customer and Simply Voting.

4. Obligations of Customer

- 4.1 Customer is and shall remain responsible for compliance with all requirements imposed on controllers, including but not limited to confirming the lawful basis for all processing activities conducted by Simply Voting on Customer's behalf and obtaining consent from data subjects, where required. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data.
- 4.2 Customer agrees to limit any Customer Data it transfers to Simply Voting or to which Simply Voting is otherwise given access for processing to only Customer Data needed by Simply Voting in order to perform the Services.
- 4.3 Customer shall ensure that Simply Voting's processing of Customer Data in accordance with Customer's instructions will not cause Simply Voting to violate any applicable law, regulation, or rule, including, without limitation, Applicable Data Protection Laws.

5. Sub-processing

- 5.1 Customer agrees that Simply Voting may engage sub-processors to process Customer Data on Customer's behalf. The sub-processors currently engaged by Simply Voting and authorized by Customer are listed in Annex 3. Simply Voting shall notify Customer if it adds or removes sub-processors at least 10 days prior to any such changes if Customer opts in to receive such notifications by emailing privacy@simplyvoting.com.
- 5.2 If within 5 days of receipt of that notice, Customer notifies Simply Voting in writing of any objections to the proposed appointment on reasonable grounds relating to data protection, the parties shall discuss such concerns in good faith with a view to achieving a commercially

reasonable resolution. If no such resolution can be reached, either party shall have the right to terminate the Agreement for cause.

- 5.3 Simply Voting shall enter into a written agreement with each sub-processor containing data protection obligations that provide at least the same level of protection for Customer Data as those in this DPA.
- 5.4 Simply Voting shall be responsible for the acts and omissions of any sub-processors as it is to the Customer for its own acts and omissions in relation to the matters provided in this DPA.

6. Security

- 6.1 Simply Voting shall implement and maintain appropriate technical and organizational measures to protect Customer Data against personal data breaches, as described under Annex 2. Notwithstanding any provision to the contrary, Simply Voting may modify or update the technical and organizational measures at its discretion provided that such modification or update does not result in a material degradation of the overall security of the Services.
- 6.2 Simply Voting shall ensure that any person who is authorized by Simply Voting to process Customer Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- 6.3 Simply Voting shall notify Customer in accordance with Applicable Data Protection Laws, without undue delay, but in any event within forty-eight (48) hours, in the event of a confirmed personal data breach affecting Customer Data and shall take appropriate measures to mitigate its possible adverse effects. Upon written request, Simply Voting shall promptly provide Customer with such reasonable assistance as necessary to enable Customer to notify relevant personal data breaches to competent authorities and/or affected data subjects, if it is required to do so under Applicable Data Protection Laws.
- 6.4 Customer is responsible for reviewing the information made available by Simply Voting relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Applicable Data Protection Laws.
- 6.5 Customer is responsible for its secure use of the Services, including securing its user authentication credentials, protecting the security of Customer Data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Services.

7. Security Reports and Audit

- 7.1 Simply Voting shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by Customer in order to assess compliance with this DPA. Customer acknowledges and agrees that it shall exercise its audit rights under this DPA (including this Section and where applicable, the Standard Contractual Clauses) and any audit rights granted by Applicable Data Protection Laws, by instructing Simply Voting to comply with the audit measures described in Sections 7.2 and 7.3 below.
- 7.2 Customer acknowledges that Simply Voting is regularly audited against SOC 2 and PCI standards by independent third party auditors. Upon written request, Simply Voting shall supply, on a confidential basis and without charge, a summary copy of its most current audit reports to Customer, so that Customer can verify Simply Voting's compliance with the audit standards against which it has been assessed and this DPA.

- 7.3 In addition to the reports described in Section 7.2 above, Simply Voting shall respond to all reasonable requests for information made by Customer to confirm Simply Voting's compliance with this DPA, including responses to information security, due diligence, and audit questionnaires, by making additional information available regarding its information security program upon Customer's written request, provided that Customer shall not exercise this right more than once per calendar year. Customer shall be responsible for all costs relating to an audit as described within this Section, including for any time Simply Voting spends on such audit at Simply Voting's then-current professional service rates.

8. Data Subject Requests

- 8.1 As part of the Services, Simply Voting provides specific tools in order to assist customers in replying to requests received from data subjects exercising their rights under Applicable Data Protection Laws. These include professional services as well as self-service application interfaces to retrieve, correct, delete, or restrict the use of Customer Data. In addition, Simply Voting shall (considering the nature of the processing) provide reasonable additional assistance to Customer to the extent possible to enable Customer to comply with its obligations with respect to data subject rights under Applicable Data Protection Laws.
- 8.2 In the event that Simply Voting receives any such requests directly from a data subject, it shall, unless prohibited by law, direct the data subject to contact Customer (to the extent Simply Voting is able to associate the data subject with Customer). In the event Customer is unable to address the data subject request, Simply Voting shall, on Customer's request, address the data subject directly, as required under Applicable Data Protection Laws.

9. Data Protection Impact Assessment

- 9.1 To the extent required under Applicable Data Protection Laws, Simply Voting shall (considering the nature of the processing and the information available to Simply Voting) provide all reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Applicable Data Protection Laws. Simply Voting shall comply with the foregoing by: (i) complying with Section 7 above; (ii) providing the information contained in the Agreement, including this DPA; and (iii) if the foregoing sub-Sections (i) and (ii) are insufficient for Customer to comply with such obligations, upon request, providing additional reasonable assistance. Customer shall be responsible for all costs relating to such additional assistance, including for any time Simply Voting spends on such assistance at Simply Voting's then-current professional service rates.

10. Return or Destruction of Data

- 10.1 Customer may, by written notice to Simply Voting, request the return of all copies of Customer Data in the control or possession of Simply Voting and sub-processors. Simply Voting shall promptly provide a copy of Customer Data in a form that can be read and processed further.
- 10.2 Customer may, by written notice to Simply Voting, request the certificate of deletion of all copies of the Customer Data in the control or possession of Simply Voting and sub-processors. Within 30 days of receipt of that notice, Simply Voting shall delete all Customer Data processed pursuant to this DPA and provide Customer with a certificate of deletion.
- 10.3 Within 15 days following termination of Customer's account, Simply Voting shall delete all Customer Data processed pursuant to this DPA.

- 10.4 These provisions shall not apply to the extent Simply Voting is required by applicable law to retain some or all of Customer Data.
- 10.5 Customer acknowledges and agrees that the certification of deletion of Customer Data described in the Standard Contractual Clauses or any Applicable Data Protection Laws shall be provided by Simply Voting to Customer only upon Customer's written request.

11. International Transfers

- 11.1 Customer authorizes the transfer, processing and storage of Customer Data to and in anywhere in the world where Simply Voting and its sub-processors maintain data processing operations in order to fulfill the purpose of the Services. Simply Voting shall at all times ensure that such transfers are made in compliance with the requirements of Applicable Data Protection Laws and this DPA.
- 11.2 For transfers of Customer Data that is subject to the GDPR, the Standard Contractual Clauses shall be incorporated by reference and form an integral part of the Agreement as follows:
- i) the Module 2 (Controller-to-Processor) terms shall apply with Customer as a controller and Simply Voting as a processor;
 - ii) in Clause 7, the optional docking clause shall apply;
 - iii) in Clause 9(a), Option 2 applies and changes to sub-processors shall be notified in accordance with Section 5 (Sub-processing) above;
 - iv) in Clause 11, the optional language shall not apply;
 - v) in Clause 17, Option 1 shall apply and the laws of the Republic of Ireland shall govern;
 - vi) in Clause 18(b), disputes shall be resolved before the courts of Dublin;
 - vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and
 - viii) if the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.
- 11.3 For transfers of Customer Data that is subject to the UK GDPR, the Standard Contractual Clauses shall be incorporated by reference in accordance with Section 11.2 above and the following modifications:
- i) the Standard Contractual Clauses shall be modified and interpreted in accordance with the UK Addendum, which shall be incorporated by reference and form an integral part of the Agreement;
 - ii) Tables 1, 2 and 3 of the UK Addendum shall be deemed completed with the information set out in the Annexes of this DPA and Table 4 shall be deemed completed by selecting "neither party"; and
 - iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
- 11.4 For transfers of Customer Data that is subject to the Swiss DPA, the parties hereby incorporate the Standard Contractual Clauses by reference in accordance with Section 11.2 above and the following modifications:
- i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;

- ii) references to specific articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA;
- iii) references to "EU", "Union" and "Member State" shall be replaced with "Switzerland";
- iv) references to the "competent supervisory authority" and "competent courts" shall be replaced with "the Swiss Federal Data Protection and Information Commissioner" and "relevant courts in Switzerland";
- v) Clause 13(a) and Part C of Annex I shall be deleted;
- vi) Clause 17 shall be replaced to state "The Clauses are governed by the laws of Switzerland"; and
- vii) Clause 18 shall be replaced to state "Any dispute arising from these Clauses shall be resolved by the applicable courts of Switzerland. The parties agree to submit themselves to the jurisdiction of such courts".

12. Limitation of Liability

- 12.1 Each party's liability arising out of or related to this DPA (including the Standard Contractual Clauses) shall be subject to the exclusions and limitations of liability set forth in the Agreement.
- 12.2 Any claims made against Simply Voting under or in connection with this DPA (including the Standard Contractual Clauses) shall be brought solely by the Customer entity that is a party to the Agreement.
- 12.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA (including the Standard Contractual Clauses) or otherwise.

13. General Provisions

- 13.1 This DPA shall remain in effect for as long as Simply Voting processes Customer Data or until termination of the Agreement (and all Customer Data has been returned or deleted in accordance with Section 10 above).
- 13.2 The parties agree that this DPA shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Services.
- 13.3 In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail.
- 13.4 If any provision of this DPA is found by a court of competent jurisdiction to be invalid, it is agreed that such court should endeavour to give full effect to the parties' intentions as reflected in such provision, and it is agreed that other provisions of this DPA remain in full effect.
- 13.5 The governing law and jurisdiction will be governed by the Agreement, unless otherwise stated herein. Any and all disputes concerning the construction and interpretation of this DPA and/or the parties' obligations under this DPA will be handled in accordance with pertinent provisions governing disputes or claims that are set forth in the Agreement.

ANNEX 1

A. LIST OF PARTIES

Data Exporter: Provided in the Agreement signature block

Address: Provided in the Agreement signature block

Contact Person: Customer's Data Protection Office or other legal representative. Customer shall make these details available upon Simply Voting's request.

Activities Relevant to the Transfer: Consuming the Services as further specified in the Services documentation.

Role: Controller

Data Importer: Simply Voting Inc.

Address: 5160 Decarie Boulevard, Suite 502, Montreal, QC H3X 2H9 Canada

Contact Person: Brian Lack, Data Protection Officer, privacy@simplyvoting.com

Activities Relevant to the Transfer: Providing the Services as further specified in the Services documentation.

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of Data Subjects

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of data subjects:

- Customer's users authorized by Customer to use the Services
- Candidates
- Electors (e.g. members, students, residents, partners, shareholders, customers, participants)

Categories of Personal Data

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- Contact information (e.g., name, email address, mailing address, organization name, cellphone number)
- Electoral information (e.g. ID, password, voting segment, vote weight)

Sensitive Data Transferred

- Customer Data transferred is determined and controlled by the data exporter and may include sensitive data such as political affiliation or trade union membership or any other sensitive data necessary to be processed in order to perform the Services.
- The technical and organizational security measures described in Annex 2 ensure a level of security appropriate to protect sensitive data.

Frequency of the Transfer

Continuous basis depending on the use of the Services by Customer.

Nature of the Processing

Customer Data will be processed in accordance with the Agreement (including this DPA) and may be subject to storage and other processing necessary to provide the Services and any related technical support to the Customer.

Purpose of the Transfer and Further Processing

Simply Voting will process Customer Data as necessary to perform the Services, as further specified in the Services documentation, and as further instructed by Customer in its use of the Services.

Retention Period

Subject to Section 10 of this DPA, Customer Data shall be retained until Customer terminates their account or instructs Simply Voting to destroy the data earlier, except as otherwise required by applicable law.

Sub-Processor Transfers

Transfers to sub-processors shall be of the same subject matter, nature and duration as the data importer.

C. COMPETENT SUPERVISORY AUTHORITY

Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

Where the Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.

Where the Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the Supervisory Authority of Ireland shall act as competent supervisory authority.

ANNEX 2

INFORMATION SECURITY - TECHNICAL AND ORGANIZATIONAL MEASURES

Simply Voting implements the following measures to protect Customer Data.

Physical Access Control

To prevent unauthorized persons from gaining physical access to data processing systems:

- Simply Voting leverages industry-leading cloud infrastructure providers. Access to their data centres is strictly controlled. All data centres are equipped with surveillance and access control systems. Additionally, all providers have industry standard certifications.
- Simply Voting's corporate headquarters is equipped with surveillance, intruder alarm, and access control systems. Guests and visitors must be accompanied by authorized Simply Voting personnel.

System Access Control

To prevent data processing systems from being used without authorization:

- Simply Voting personnel are granted system access to internal and externally hosted systems on a need-to-know basis based on job role, and reviews of access are performed quarterly. Onboarding and offboarding processes are documented to ensure access is properly managed.
- Unique identifiers are utilized and are not permitted to be shared or re-assigned to another person. Where possible, third-party services leverage single sign-on (SSO) functionality which allows for centralized management and enforces two-factor authentication (2FA).
- Simply Voting personnel utilize a password management system that enforces minimum password length and complexity, and stores passwords in encrypted form.
- Simply Voting applications enforce minimum password length and complexity for Customer users. Customers who interact with the applications must authenticate before accessing non-public Customer Data.
- Workstations automatically lock after a prolonged period of inactivity. Simply Voting applications log out users after a prolonged period of inactivity.
- Firewalls with strict traffic rules are used to limit unwanted ingress and egress traffic to and from Simply Voting infrastructure. These firewalls include intrusion detection systems (IDS) used to detect and prevent potential unauthorized access.
- Simply Voting applications are protected by a web application firewall (WAF) to identify and prevent attacks.
- Network access is protected by a virtual private network (VPN) and two-factor authentication (2FA).
- Security patch management and routine vulnerability scanning occurs on all workstations and servers to provide regular deployment of relevant security updates and an expedited response to the disclosure of critical vulnerabilities.
- Up-to-date antivirus software is utilized to ensure workstations and servers are protected against known viruses.
- Code stored in Simply Voting source code repositories is checked for vulnerabilities with an industry recognized static code analysis provider.

- Simply Voting engages an industry recognized penetration testing provider for annual penetration tests of the application and infrastructure layers.

Data Access Control

To ensure authorized users entitled to use data processing systems have access only to the data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization in the course of processing, use, and storage:

- Customer environments are logically separated at all times. Customers have access only to their own data.
- Customers access their data via self-service application interfaces. Customers are not allowed direct access to the underlying application infrastructure. The user permissions model is designed to ensure that only the appropriately assigned individuals can access relevant features and data.
- Simply Voting personnel require access to Customer Data in order to deliver services, provide effective customer support, product development and research, and to troubleshoot potential problems. Personnel are granted data access on a need-to-know basis based on job role, and reviews of permissions are performed quarterly.

Transmission Control

To ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport:

- Customer Data is encrypted in transit to and from Simply Voting systems over public networks. TLS 1.3 with industry standard cipher suites is used to protect against current and future encryption attacks.
- Customer Data stored in Simply Voting systems is encrypted at rest using AES-256 encryption.
- Backups of Customer Data are encrypted in transit and at rest using AES-256 encryption.
- Simply Voting is alerted to encryption issues through periodic internal risk assessments, third-party SSL strength tests, and third-party penetration tests.

Input Control

To ensure that it is possible to check and establish whether and by whom personal data have been entered, modified or removed from data processing systems:

- Simply Voting infrastructure is designed to log extensive information about the system behaviour, traffic received, system authentication, and other technical events. A log aggregation system centrally stores and indexes system log events and alerts appropriate personnel of malicious, unintended, or anomalous activities.
- Simply Voting applications log detailed events including the entering, updating and deletion of Customer Data. Such events include the unique usernames and timestamps to investigate nonconformities or security events.

Availability Control

To ensure personal data is protected from accidental or unauthorized destruction or loss:

- Data centres are equipped with at least N+1 redundancy for power, networking, and cooling infrastructure.
- Network protections have been deployed to mitigate the impact of distributed denial of service (DDoS) attacks.
- Simply Voting infrastructure is designed to have redundancy and avoid single points of failure.
- All data is backed up every 15 minutes, and point-in-time recovery is available.
- Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer Data is backed up offsite and replicated across multiple geographic regions.
- Simply Voting maintains and regularly tests a disaster recovery plan to help ensure availability of information following interruption to, or failure of, critical infrastructure.

Security Certifications

Simply Voting holds the following security-related certifications from independent third-party auditors:

- SOC 2 Type 1 report
- PCI-DSS compliance

ANNEX 3

AUTHORIZED SUB-PROCESSORS

Company	Data Location	Description of Activities	Safeguards for Transfers
Hut 8 High Performance Computing, Inc. Duncan St, Suite 500 Toronto, ON M5V 2B8 Canada	Canada	Cloud Computing Infrastructure	SOC 2 Type II Master Services Agreement GDPR Adequacy Determination
Amazon Web Services Canada, Inc. 120 Bremner Blvd, 26th Floor Toronto, ON M5J 0A8 Canada	Canada	Cloud Storage	SOC 2 Type II ISO 27001 DPA SCCs
Mailgun Technologies 112 E. Pecan Street #1135 San Antonio, Texas, 78205 USA	USA	Email Processing	SOC 2 Type II DPA SCCs
Twilio Inc. 101 Spear Street, 5th Floor San Francisco, California, 94105 USA	USA	Email Processing	SOC 2 Type II DPA SCCs
Tresorit AG Franklinstrasse 27 8050 Zurich Switzerland	Canada	File Transfer and Storage	ISO 27001 DPA GDPR Adequacy Determination

Addendum “C” - Simply Voting Privacy Policy



This privacy policy applies to the company website at www.simplyvoting.com (“Website”) and the Simply Voting online voting system (“Platform”) owned and operated by Simply Voting Inc. (“We”, “Simply Voting”). This privacy policy describes how we collect, receive, use, store, share, transfer and process your personally identifiable information, as well as your rights in determining what we do with the information we collect or hold about you. Personally identifiable information may be related to a visitor of our Website (“Visitor”), a Platform account owner (“Client”), or a participant in an online voting event hosted on our Platform (“Participant”). Please read this privacy policy before submitting any personally identifiable information on our Website or Platform.

By using our Website and Platform, you are accepting the practices described in this privacy policy.

We reserve the right to make changes to this privacy policy. If we decide to change this privacy policy, we will post those changes on our Website and update the modification date above. If we make any material changes we will notify our Clients by email (sent to the e-mail address specified in the account) or by means of a notice on our Website prior to the change becoming effective. Privacy policy changes will apply only to information collected after the date of the change. You are encouraged to review the privacy policy whenever you make use of our Website or Platform to make sure that you understand how any personally identifiable information you provide will be used.

The privacy practices set forth in this privacy policy are for our Website and Platform only. If you follow links to other websites or submit personally identifiable information to other websites, your information is governed by their privacy policies. Please review the privacy policies posted at those websites.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Collection of Information

On our Website, we collect personally identifiable information like name and email address when submitted by Visitors.

On our Platform we collect personally identifiable information like name, email address, and financial information such as credit card details, when submitted by Clients for management of their online voting events.

Personally identifiable information and sensitive personally identifiable information is only used to fulfil the Visitor’s specific request or to help the Client manage online voting events and for billing purposes, unless you give us permission to use it in another manner.

Our Website includes personal testimonials of satisfied customers in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can do so by contacting us.

Access and Choice

Upon request Simply Voting will provide Visitors with information about whether we hold any of your personal information. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, amend or delete it by contacting us. We will respond to your request to access within 30 days.

Upon request Simply Voting will provide Clients with information about whether we hold any of your personal information. If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, amend or delete it by making the change yourself within our Platform or by contacting us. We will respond to your request to access within 30 days. We will retain Client information for as long as your account is active or as needed to provide you services. We will further retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Information Related to Data Controlled by our Clients

Simply Voting processes Participant information under the direction of its Clients (such as contact name, organization, email address, etc), and has no direct relationship with the individuals whose personal data it processes. If you are a Participant (the data subject) and would no longer like to be contacted by one of our Clients (the data controller), please contact the Client that you interact with directly. We may transfer personally identifiable information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Clients.

Access and Retention of Data Controlled by our Clients

Simply Voting acknowledges that you have the right to access your personal information. Simply Voting has no direct relationship with the individual Participants whose personal data it processes. An individual Participant who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to our Client. If requested to remove data by the Client we will respond within 30 days.

We will retain Participant data we process on behalf of our Clients until the Client deletes the data or instructs us to delete the data.

Cookie and Tracking Technology

On our Website Simply Voting and its partners use cookies or similar technologies to administer our Website, analyze trends, track users' movements around our Website, and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

On our Platform Simply Voting uses cookies or similar technologies exclusively to administer our Platform. There is no third party use of cookies or similar technologies.

You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our Website or Platform.

As is true of most websites, we gather certain information on our Website and Platform and automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type & operating system, referring/exit pages, date/time stamp, and/or clickstream data. We may link referring page to Visitor and Client information for marketing purposes. We may link IP address and timestamp to Client and Participant information to provide an audit trail. We may link browser type & operating system to

Participant information to provide aggregate reports. We do not otherwise link this automatically collected data to other information we collect about you.

Our Platform provides Clients with an option to include Social Media features and widgets, for use by Participants. These features and widgets may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature or widget to function properly. Social Media features and widgets are either hosted by a third party or hosted directly on our Website. Your interactions with these features and widgets are governed by the privacy policy of the company providing it.

There is no advertising on our Website and Platform, however we partner with third parties to manage our advertising on other websites. Our third party partner may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. If you wish to opt out of interest-based advertising visit <https://optout.aboutads.info/>. Please note you will continue to receive generic ads.

Distribution of Information

We will share your personally identifiable information with third parties only in the ways that are permitted in this privacy policy. We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. In certain situations, Simply Voting may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also release your information when we believe release is appropriate to comply with the law, such as to comply with a subpoena, or similar legal process, enforce our policies, and when we believe in good faith that disclosure is necessary to protect ours or others' rights, property, or safety.

We may provide your sensitive personally identifiable information to companies that provide services to help us with our business activities such as processing payments. These companies are authorized to use your personally identifiable information only as necessary to provide these services to us.

If Simply Voting is involved in a merger, acquisition, or sale of all or a portion of its assets, we will notify our Clients by email (sent to the e-mail address specified in the account) or by means of a notice on our Website of any change in ownership or uses of your personally identifiable information, as well as any choices you may have regarding your personally identifiable information.

Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information.

All information submitted to our Website or Platform is encrypted via Transport Layer Security (TLS) technology.

All sensitive payment information (credit card number, expiry date, validation code) is encrypted via TLS technology and then transmitted to our payment gateway provider. The payment gateway provider's database is only accessible by those authorized with special access rights to such systems, and they are required to keep the information confidential. After a transaction, your sensitive payment information will not be stored on our servers.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Website or Platform, you can contact us.

We Take Privacy Seriously

We pledge to make a dedicated effort to bring our privacy policy in line with the following important privacy laws and initiatives:

- Personal Information Protection and Electronic Documents Act (PIPEDA)
- Federal Trade Commission Fair Information Practice Principles
- Federal Trade Commission CAN-SPAM Act
- Privacy Alliance
- Controlling the Assault of Non-Solicited Pornography and Marketing Act
- General Data Protection Regulation

General Data Protection Regulation

To our EU Visitors, Clients and Participants, we are committed to complying with the General Data Protection Regulation (GDPR) and partnering with other businesses that share our commitment to privacy and compliance. We will continue to make changes to our policies and practices to protect your privacy and ensure ongoing compliance with the GDPR.

If you are located in the EU, please note that:

- Your personal data is processed in Canada.
- You have the right to refuse or object to the processing of your personal data.
- You have the right to lodge a complaint with your Data Protection Authority.

If you are a Visitor located in the EU, please note that:

- The processing of your personal data is based on your consent, and you have given us consent to collect your personal data.
- You have the right to access the personal data we process. To do so, please contact Simply Voting.
- You have the right to be forgotten and have your personal data erased. To do so, please contact Simply Voting.

If you are a Client located in the EU, please note that:

- The processing of your personal data is based on your consent, and you have given us consent to collect your personal data, and you have provided us with your Participants' personal data so that you can manage an online voting event.
- You have the right to access the personal data we process. To do so, please contact Simply Voting.
- You have the right to be forgotten and have your personal data erased. To do so, please contact Simply Voting.

If you are a Participant located in the EU, please note that:

- The processing of your personal data is based on your consent, and you have given our Client your consent to collect your data.
- You have the right to access the personal data we process. To do so, please contact the Client.
- You have the right to be forgotten and have your personal data erased. To do so, please contact the Client.
- If you refuse to provide data requested by the Client, there may be legal, employment, or professional consequences depending upon your relationship to the Client. Please check with the Client to determine what those consequences might be.

- If you received an invitation to participate in an online voting event, we received your email or other contact information from the Client.

Terms of Service

Please also refer to the Terms of Service establishing the conditions, disclaimers, and limitations of liability governing the use of our Website and Platform.

Privacy Contact Information

If you have any questions, concerns, or comments about our privacy policy you may contact our Data Protection Officer at privacy@simplyvoting.com.

Addendum “D” - Simply Voting Pricing

Simply Voting’s election fees are based on the number of eligible voters. This quote is based on the assumption that the Municipality of Brooke-Alvinston has approximately 2,251 eligible voters.

Simply Voting System Fees	Per Elector	Cost*
System Fees: Internet & Telephone Voting	\$2.50 / elector	\$13,000.00

Additional Simply Voting Items	Per Unit	Cost*
Managed Voter Information Letter	\$0.30 ea. + postage	\$675.30

Notes and Assumptions

- ❖ All amounts are in CAD and subject to HST.
- ❖ Use DataFix VoterView is required.
- ❖ All services will be provided remotely.
- ❖ If your organization requires Simply Voting to participate in security audits, complete any security or technical questionnaires, or review detailed security or technical requirements, an hourly rate of \$300.00 will apply, with a minimum 1-hour charge.
- ❖ *Final billing will be calculated using the Per Elector or Unit rate based on the final number of eligible voters and letters produced, with a minimum charge of \$13,000.00 for System Fees.
- ❖ 30% of system fees will be due January 31st of the election year, and a postage deposit will be required August 31st. The postage deposit will be calculated based on the estimated number of electors multiplied by the published Canada Post Lettermail rate for the time of mailing.

Exclusions

- ❖ Paper ballot materials are not included.
- ❖ Results reports will only include the Internet & Telephone voting channels.
- ❖ Voter assistance and helplines are managed by the Township.
- ❖ Any Procedures Manual updates are the responsibility of the Township.
- ❖ Postage is not included in the above estimate, and will be charged at cost to the Township based on rates at the time of mailing.

Managed Voter Information Letters (VILs)

- ❖ Simply Voting will manage design, proofing, printing and mailing of the VILs.
- ❖ Printing and mailing will be executed by Taylor-Demers, supervised by Simply Voting.
- ❖ The Managed VIL pricing is an estimate based on the specifications described below and costs at the time of this proposal. Should the mailing specifications, volumes or costs change, the rate per unit will fluctuate accordingly.
 - Using a Simply Voting design, the VIL will be printed **double-sided** in **black ink** on **one 8.5 x 11” white sheet** containing the voter's address, your logo, and personalized voting instructions. The letter is folded to hide the PIN and is inserted inside a custom #10 high-security double-window envelope with return address, your logo and “Important Information” showing through the top window for easy identification.
 - **Dynamic Candidate Lists cannot be included.** Additional static pages can be included for extra fees (ex: Static, complete Candidate List or extensive Voter Assistance Center location information).
- ❖ The VIL will be sent via Canada Post as Letter Mail.

Addendum “E” – Bid Document and Submission

The following attachments constitute Addendum E:

- City of Sarnia RFP 25-103
- Preview of Online Bidding System Schedules
- Simply Voting Response to RFP



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Meeting Schedule - remainder of 2025
Meeting: Council - 13 Nov 2025
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the November 20, 2025 Council meeting be removed from the 2025 Council schedule and that the draft 2026 preliminary budget be referred to the December 11th regular session.

Background:

November 20th was previously scheduled for a Special Council meeting with preliminary budget discussion for 2026 year and presentation of a draft five year capital plan in all departments.

Comments:

Staff request that more time be granted to prepare the draft 2026 budgetary reports.

The remaining 2025 Council meetings are:

- November 27, 2025
- December 11, 2025

Financial Considerations:

Approximately \$822 in Councillor meeting pay in addition to staff time would be saved in eliminating the Nov. 20th meeting.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Federal and Provincial Funding Levels for 2026 and beyond.
Meeting: Council - 13 Nov 2025
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council receive and file this Report on Federal and Provincial Funding Levels for 2026.

Background:

The Federal and Provincial governments provide annual support to most municipalities through the following funds:

- Federal - Canada Community Benefit Fund (CCBF) - formerly called the Gas Tax Fund. This fund provides small amounts of annual infrastructure funding. It can be saved for up to 5 years to put toward larger projects.
- Provincial - Ontario Community Infrastructure Fund (OCIF). This fund also provides annual infrastructure funding to municipalities.
- Provincial - Ontario Municipal Partnership Fund (OMPF). Originally replaced The farmland tax reduction program that the provincial government granted farmers (refunded them 75% of the farmland taxes), but now only represents a small fraction (~10%) of the taxes that would have been collected on farmland.

Comments:

The past and future allocations for each fund are as follows:

Fund	Purpose	2023	2024	2025	2026	2027	2028
CCBF	Infrastructure	\$79,790	\$75,358	\$77,258	\$77,258	\$80,348	\$80,348
OCIF	Infrastructure	314,715	361,922	369,212	372,744	<i>376,310</i>	<i>379,910</i>
OMPF	General	453,900	397,700	397,700	373,200	<i>355,000</i>	<i>340,000</i>
Totals		<u>\$848,405</u>	<u>\$834,980</u>	<u>\$844,170</u>	<u>\$823,202</u>	<u>\$811,658</u>	<u>\$800,258</u>

Note: *OCIF and OMPF for 2027 and 2028 are estimated*

Financial Considerations:

Although our budgetary requirements keep going up, the Federal and Provincial grant funding keeps going down.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Accounts Payable Listing - October 2025
Meeting: Council - 13 Nov 2025
Department: Treasury
Staff Contact: Stephen Ikert, Treasurer

Recommendation:

That Council receive and file the Accounts Payable Listing for October 2025

Background:

The Accounts Payable Listing is provided for information purposes only. Any questions should be directed to the treasurer or appropriate department head. In most cases the goods or services have already been provided and the Municipality is already legally obligated to make the payment(s) with a preference to pay on time to avoid late payment charges.

ATTACHMENTS:

[Posted Accounts Payable List - October 2025](#)

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
ASSETS & LIABILITIES					
01-0000-0020	003671 MIHALIK, LISA	DEPOSIT REFUND	10/23/2025	10/23/2025	
		FACILITIES DEPOSIT REFUND			225.00
01-0000-0020	003593 CRISP, SCOTT	OCT 2025	10/15/2025	10/15/2025	
		WATER DEPOSIT BAL REFUND			25.29
01-0000-0020	003673 HILLMAN JESSICA	OCTOBER 2025	10/30/2025	10/30/2025	
		WATER DBL PMNT REFUND			179.20
		Account Total			429.49
01-0000-0495	003669 AIG INSURANCE COMPANY OF CANADA	2026 BENEFITS	10/15/2025	10/15/2025	
		VFIS COVERAGE			3,309.12
01-0000-1051	000279 BMO BANK OF MONTREAL	0502677-2510	10/15/2025	10/15/2025	
		ROMA-D MCCABE REGISTRATION			757.10
01-0000-1051	000279 BMO BANK OF MONTREAL	0502677-2510	10/15/2025	10/15/2025	
		ROMA-D FERGUSON REGISTRATION			757.10
01-0000-1051	003669 AIG INSURANCE COMPANY OF CANADA	2026 BENEFITS	10/15/2025	10/15/2025	
		VFIS COVERAGE			4,266.90
		Account Total			5,781.10
01-0000-2291	002708 RECEIVER GENERAL-DEDUCTIONS	SEPT 2025	10/15/2025	10/15/2025	
		SORUCE DEDUCTIONS			23,233.74
01-0000-2292	000370 MINISTER OF FINANCE -EHT	SEPT 2025	10/15/2025	10/15/2025	
		EMPLOYER HEALTH TAX			1,864.57
01-0000-2426	000018 CLOVER MART - 1000967669 ONTARIO CORP.	09-1025	10/15/2025	10/15/2025	
		FOOD BANK PURCHASES			335.91
01-0000-2426	000018 CLOVER MART - 1000967669 ONTARIO CORP.	10-1025	10/23/2025	10/23/2025	
		FOOD BANK PURCHASES			355.68
01-0000-2426	003031 LAMBTON MEAT PRODUCTS / ALEND LTD.	12978	10/23/2025	10/23/2025	
		FOOD BANK PURCHASES			700.00
		Account Total			1,391.59
		Department Total			36,009.61
LICENCES, PERMITS, RENTS					
01-0050-1435	000003 BROOKE TELECOM CO-OPERATIVE	10605820-1025	10/15/2025	10/15/2025	
		PHONE & INTERNET SERVICE			-425.00
		Department Total			-425.00
GOVERNANCE					
01-0240-7303	002598 FERGUSON, DAVID	OCTOBER 2025	10/30/2025	10/30/2025	
		PHONE			90.00
01-0240-7399	000279 BMO BANK OF MONTREAL	0502677-2510	10/15/2025	10/15/2025	
		COSTCO-APPRECIATION			18.07

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

Account	Vendor Number	Vendor Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0240-7399	002953	CHRISTMAS FOR EVERYONE	OCT 2025 CHRISTMAS FOR EVERYONE	10/15/2025	10/15/2025	200.00
01-0240-7399	003530	SARNIA COMMUNITY FOUNDATION	OCT 2025 INITIAL DONATION-SCF	10/15/2025	10/15/2025	100.00
Account Total						318.07
01-0240-7420	003542	AIRD & BERLIS LLP	1457063 LEGAL EXPENSE	10/23/2025	10/23/2025	207.92
Department Total						615.99
COUNCIL SUPPORT						
01-0241-7117	003503	GREEN SHIELD CANADA	18382807 GROUP BENEFITS	10/15/2025	10/15/2025	961.38
01-0241-7150	000279	BMO BANK OF MONTREAL	0502677-2510 AMTCO-ELECTIONS TRAINING	10/15/2025	10/15/2025	497.20
01-0241-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	106.92
01-0241-7350	002572	DENKERS, JANET	OCTOBER 2025 MILEAGE	10/30/2025	10/30/2025	170.40
01-0241-7399	000279	BMO BANK OF MONTREAL	0502677-2510 CARADOC SANDS-EE APPRECIATION	10/15/2025	10/15/2025	52.71
01-0241-7399	003667	CARADOC SANDS GOLF CLUB	SEPTEMBER 12, 2025 EMPLOYEE APPRECIATION	10/15/2025	10/15/2025	49.99
Account Total						102.70
Department Total						1,838.60
CORPORATE MANAGEMENT						
01-0250-7117	003503	GREEN SHIELD CANADA	18382807 GROUP BENEFITS	10/15/2025	10/15/2025	961.38
01-0250-7301	000279	BMO BANK OF MONTREAL	0502677-2510 SHOPPERS-OFFICE SUPPLIES	10/15/2025	10/15/2025	19.99
01-0250-7301	000165	MANLEY'S BASICS	1172128 OFFICE SUPPLIES	10/30/2025	10/30/2025	10.25
01-0250-7301	002889	IKERT, STEPHEN	Independent Oct29/25 OFFICE SUPPLIES	10/23/2025	10/23/2025	15.00
Account Total						45.24
01-0250-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	59.48
01-0250-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	157.68

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0250-7303	003464 FIBERNETICS CORPORATION	760912 PHONE LINES	10/15/2025	10/15/2025	67.74
		Account Total			284.90
01-0250-7304	003641 XEROX CANADA LTD.	F64711830 COPIER MAINTENANCE	10/23/2025	10/23/2025	18.87
01-0250-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250007221529 ELECTRICITY CHARGES	10/15/2025	10/15/2025	598.70
01-0250-7309	000002 ENBRIDGE GAS / UNION GAS	31040 4-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	12.83
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	23035 IT SUPPORT	10/15/2025	10/15/2025	70.63
01-0250-7310	002215 KEYSTONE TECHNOLOGIES LTD.	23072 IT LICENSING	10/15/2025	10/15/2025	658.79
01-0250-7310	003264 REDCHAIR	4911 WEBSITE HOSTING	10/15/2025	10/15/2025	169.50
		Account Total			898.92
01-0250-7399	000279 BMO BANK OF MONTREAL	0502677-2510 CARADOC SANDS-EE APPRECIATION	10/15/2025	10/15/2025	105.40
01-0250-7399	003667 CARADOC SANDS GOLF CLUB	SEPTEMBER 12, 2025 EMPLOYEE APPRECIATION	10/15/2025	10/15/2025	49.99
		Account Total			155.39
01-0250-7410	003607 MNP	12645096 2024 AUDIT	10/23/2025	10/23/2025	10,678.50
		Department Total			13,654.73
FIRE STATION - ALVINSTON					
01-0411-7117	003669 AIG INSURANCE COMPANY OF CANADA	2026 BENEFITS VFIS COVERAGE	10/15/2025	10/15/2025	853.38
01-0411-7120	003125 TALBOT UNIFORMS	378242 T-SHIRTS	10/15/2025	10/15/2025	1,938.11
01-0411-7150	000279 BMO BANK OF MONTREAL	0502677-2510 EMRN-AED BATTERIES	10/15/2025	10/15/2025	620.23
01-0411-7150	000279 BMO BANK OF MONTREAL	0502677-2510 BLUEWATER 1ST AID-CANCELLED	10/15/2025	10/15/2025	-169.50
		Account Total			450.73
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	59.48
01-0411-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	102.16

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
				Account Total	161.64
01-0411-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250007264755 ELECTRICITY CHARGES	10/23/2025	10/23/2025	11.06
01-0411-7309	000002 ENBRIDGE GAS / UNION GAS	96278 4-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	29.13
01-0411-7330	002957 BRYANS, RACHEL	OCT 2025 OPEN HOUSE FOOD	10/15/2025	10/15/2025	310.17
01-0411-7340	000279 BMO BANK OF MONTREAL	0502677-2510 AMAZON-SHIPPING	10/15/2025	10/15/2025	11.29
01-0411-7340	000279 BMO BANK OF MONTREAL	0502677-2510 WILSON 5 STAR-BIN RENTAL	10/15/2025	10/15/2025	367.25
01-0411-7340	003232 CANADIAN IPG CORPORATION	CORUN-00615656 CORD REEL-T4 TRUCK STALL	10/23/2025	10/23/2025	221.08
01-0411-7340	003364 R & C CLEANING	Sept25 CLEANING	10/15/2025	10/15/2025	150.00
				Account Total	749.62
01-0411-7351	002957 BRYANS, RACHEL	OCT 2025 MILEAGE	10/15/2025	10/15/2025	23.10
01-0411-7360	000279 BMO BANK OF MONTREAL	0502677-2510 DYNAMIC GRAFFIX-ACCTBILITY TAG	10/15/2025	10/15/2025	146.90
01-0411-7360	003082 SENTRY FIRE PROTECTION SERVICES	181234 MED & RESPONSE SCENE SUPPLIES	10/23/2025	10/23/2025	162.44
				Account Total	309.34
				Department Total	4,836.28
POLICE					
01-0420-7460	002180 MINISTER OF FINANCE - POLICING ONLY	420910251016017 MONTHLY POLICING	10/30/2025	10/30/2025	33,125.00
				Department Total	33,125.00
PROTECTIVE INSPECTION & CONTROL					
01-0440-7470	002223 COUNTY OF LAMBTON	40582 BUILDING INSPECTIONS	10/15/2025	10/15/2025	3,640.00
01-0440-7470	002223 COUNTY OF LAMBTON	40582 BUILDING INSPECTIONS	10/15/2025	10/15/2025	538.75
				Account Total	4,178.75
01-0440-7472	003502 SARNIA AND DISTRICT HUMANE SOCIETY	QUARTER 3, 2025 ANIMAL CONTROL	10/23/2025	10/23/2025	168.94
01-0440-7472	003502 SARNIA AND DISTRICT HUMANE SOCIETY	QUARTER 3, 2025 ANIMAL CONTROL	10/23/2025	10/23/2025	662.50

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
				Account Total	831.44
01-0440-7476	002223 COUNTY OF LAMBTON	40583 PROPERTY STANDARDS	10/15/2025	10/15/2025	1,400.00
01-0440-7476	002223 COUNTY OF LAMBTON	40583 PROPERTY STANDARDS	10/15/2025	10/15/2025	108.75
01-0440-7476	002223 COUNTY OF LAMBTON	40584 PROPERTY STANDARD EXPENSE	10/15/2025	10/15/2025	131.18
				Account Total	1,639.93
				Department Total	6,650.12
EMERGENCY MEASURES					
01-0450-7301	002223 COUNTY OF LAMBTON	40611 911 SIGNS	10/15/2025	10/15/2025	132.00
				Department Total	132.00
RP - SHOULDER MTCE					
01-0503-7301	000152 MCKENZIE & HENDERSON LTD.	0000048590 SHOULDERING MATERIAL GRAN M	10/15/2025	10/15/2025	22,408.24
				Department Total	22,408.24
ROAD REPAIRS					
01-0535-7401	003668 DICOCCO CONTRACTORS 2015 INC.	210058 ROAD/SHOULDER REPAIR	10/15/2025	10/15/2025	16,175.07
01-0535-7401	003668 DICOCCO CONTRACTORS 2015 INC.	210059 ROAD/SHOULDER REPAIR	10/15/2025	10/15/2025	1,797.23
				Account Total	17,972.30
				Department Total	17,972.30
RT&M - SIGNS					
01-0550-7401	000191 CEDAR SIGNS	INV/2025/4182 SIGN MATERIAL	10/15/2025	10/15/2025	882.91
				Department Total	882.91
RT&M - INTERSECTION LIGHTING					
01-0551-7306	000014 HYDRO ONE NETWORKS INC.	4674-1025 HYDRO	10/15/2025	10/15/2025	21.92
				Department Total	21.92
PUBLIC WORKS - OVERHEAD					
01-0560-7117	003503 GREEN SHIELD CANADA	18382807 GROUP BENEFITS	10/15/2025	10/15/2025	903.59
01-0560-7301	000018 CLOVER MART - 1000967669 ONTARIO CORP.	08-1025 OFFICE SUPPLIES	10/15/2025	10/15/2025	47.37

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Account	Vendor Number	Vendor Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0560-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	262.39
01-0560-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	179.42
Account Total						441.81
01-0560-7304	000265	KROWN RUST CONTROL SARNIA	180-90505 UNDERCOATING	10/15/2025	10/15/2025	587.60
01-0560-7304	000076	LINDE CANADA INC.	51714432 CYLINDER LEASE	10/30/2025	10/30/2025	496.35
01-0560-7304	000168	WATFORD AUTO PARTS	5329-329043 SHOP SUPPLIES	10/15/2025	10/15/2025	112.66
01-0560-7304	000168	WATFORD AUTO PARTS	5329-329045 SHOP SUPPLIES	10/15/2025	10/15/2025	423.52
01-0560-7304	000168	WATFORD AUTO PARTS	5329-329102 CREDIT	10/15/2025	10/15/2025	-381.17
Account Total						1,238.96
01-0560-7306	000014	HYDRO ONE NETWORKS INC.	2206-1025 HYDRO	10/15/2025	10/15/2025	500.52
01-0560-7306	000014	HYDRO ONE NETWORKS INC.	6362-1025 HYDRO	10/30/2025	10/30/2025	70.97
Account Total						571.49
01-0560-7309	000002	ENBRIDGE GAS / UNION GAS	94501 0-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	39.52
01-0560-7310	002215	KEYSTONE TECHNOLOGIES LTD.	23035 IT SUPPORT	10/15/2025	10/15/2025	176.56
01-0560-7310	003420	PSD CITYWIDE INC.	25056 ASSET MANAGER W/ GIS SOFTWARE	10/15/2025	10/15/2025	4,621.47
01-0560-7310	000131	BEARCOM CANADA CORP	5953298 RADIO & GPS	10/14/2025	10/14/2025	335.61
01-0560-7310	003420	PSD CITYWIDE INC.	CN25056 ASSET COLLECTOR CREDIT	10/15/2025	10/15/2025	-2,707.81
Account Total						2,425.83
01-0560-7398	000074	MACKENZIE OIL LIMITED	19769 FUEL	10/23/2025	10/23/2025	1,966.83
01-0560-7398	000074	MACKENZIE OIL LIMITED	B150718 DYED DIESEL	10/23/2025	10/23/2025	231.64
Account Total						2,198.47
01-0560-7399	000279	BMO BANK OF MONTREAL	0502677-2510 CARADOC SANDS-EE APPRECIATION	10/15/2025	10/15/2025	210.80
01-0560-7399	003667	CARADOC SANDS GOLF CLUB	SEPTEMBER 12, 2025 EMPLOYEE APPRECIATION	10/15/2025	10/15/2025	199.97

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
Account Total					410.77
Department Total					8,277.81
2011 INTERNATIONAL					
01-0603-7372	003670 CARRIER TRUCK CENTERS	03P351328 WIRING HARNESS	10/15/2025	10/15/2025	210.19
Department Total					210.19
2017 FORD 4X4 Diesel					
01-0620-7372	000168 WATFORD AUTO PARTS	5329-325233 BREAK PIN BOOT	10/23/2025	10/23/2025	14.11
Department Total					14.11
2021 Dodge RAM 4 x 4 pickup					
01-0621-7370	000074 MACKENZIE OIL LIMITED	20367 GAS	10/23/2025	10/23/2025	387.98
Department Total					387.98
2019 FORD 4x4 PICKUP					
01-0622-7370	000074 MACKENZIE OIL LIMITED	20367 GAS	10/23/2025	10/23/2025	387.97
Department Total					387.97
DEERE TRACTOR LOADER					
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	447402 TRACTOR SEAL/SMALL ENGINE PRTS	10/15/2025	10/15/2025	60.67
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	449797 HYDRAULIC REPAIRS	10/23/2025	10/23/2025	88.12
01-0630-7372	000136 PODOLINSKY EQUIPMENT LTD	450564 ELECTRICAL REPAIR	10/30/2025	10/30/2025	50.23
Account Total					199.02
Department Total					199.02
CAT BACKHOE					
01-0631-7372	000078 J & M HEAVY EQUIPMENT REPAIR INC.	21945 HYDRAULIC REPAIR	10/30/2025	10/30/2025	144.15
Department Total					144.15
SMALL ENGINE EQUIPMENT					
01-0634-7372	000136 PODOLINSKY EQUIPMENT LTD	447402 TRACTOR SEAL/SMALL ENGINE PRTS	10/15/2025	10/15/2025	38.41
01-0634-7372	000136 PODOLINSKY EQUIPMENT LTD	448296 SMALL EQUIPMENT	10/15/2025	10/15/2025	67.75
Account Total					106.16
Department Total					106.16

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
PACKER & ROLLER					
01-0636-7372	000078 J & M HEAVY EQUIPMENT REPAIR INC.	21878 ROLLER VIBRATORY REPAIR	10/23/2025	10/23/2025	846.30
				Department Total	846.30
SAND AND SALT					
01-0671-7301	003169 NORTH ELEMENT INC.	4378 SIDEWALK SALT	10/23/2025	10/23/2025	1,231.70
				Department Total	1,231.70
STREET LIGHTING - ALVINSTON					
01-0751-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	200000503422 ELECTRICITY CHARGES	10/23/2025	10/23/2025	1,128.18
				Department Total	1,128.18
STREET LIGHTING - INWOOD					
01-0752-7306	000014 HYDRO ONE NETWORKS INC.	6752-1025 HYDRO	10/15/2025	10/15/2025	611.87
				Department Total	611.87
SANITARY SEWER SYSTEM					
01-0810-7303	000003 BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	150.00
01-0810-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	200000503392 ELECTRICITY CHARGES	10/23/2025	10/23/2025	1,700.84
01-0810-7306	000002 ENBRIDGE GAS / UNION GAS	69775 1-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	29.72
				Account Total	1,730.56
01-0810-7432	003420 PSD CITYWIDE INC.	25056 ASSET MANAGER W/ GIS SOFTWARE	10/15/2025	10/15/2025	847.50
01-0810-7432	000047 CHEMTRADE CHEMICALS CANADA LTD	90302894 ALUMINUM SULPHATE	10/15/2025	10/15/2025	1,606.79
01-0810-7432	000034 CENTRAL SANITATION INC.	I61238 SLUDGE REMOVAL	10/15/2025	10/15/2025	461.61
01-0810-7432	000124 ONTARIO CLEAN WATER AGENCY - EFT	INV00000059021 MANHOLE CLEAN OUT	10/23/2025	10/23/2025	82.50
				Account Total	2,998.40
01-0810-7455	003240 ONTARIO CLEAN WATER AGENCY - PAP	INV00000058570 OPERATIONS CONTRACT	10/15/2025	10/15/2025	10,710.83
				Department Total	15,589.79

INWOOD SEWER SYSTEM

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Account	Vendor Number	Vendor Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-0811-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	50.00
01-0811-7306	000002	ENBRIDGE GAS / UNION GAS	69854 0-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	31.54
Department Total						81.54
WATERWORKS SYSTEM						
01-0830-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	50.00
01-0830-7306	000099	BLUEWATER POWER DISTRIBUTION CORP	250007264756 ELECTRICITY CHARGES	10/23/2025	10/23/2025	259.56
01-0830-7432	003420	PSD CITYWIDE INC.	25056 ASSET MANAGER W/ GIS SOFTWARE	10/15/2025	10/15/2025	847.50
01-0830-7455	003240	ONTARIO CLEAN WATER AGENCY - PAP	INV00000058570 OPERATIONS CONTRACT	10/15/2025	10/15/2025	9,169.49
Department Total						10,326.55
WASTE COLLECTION						
01-0840-7480	000026	BLUEWATER RECYCLING ASSOC.	28503 GARBAGE & RECYCLING	10/14/2025	10/14/2025	7,687.50
Department Total						7,687.50
RECYCLING						
01-0860-7480	000026	BLUEWATER RECYCLING ASSOC.	28503 GARBAGE & RECYCLING	10/14/2025	10/14/2025	448.91
Department Total						448.91
ALVINSTON COMMUNITY CENTRE						
01-1635-7117	003503	GREEN SHIELD CANADA	18382807 GROUP BENEFITS	10/15/2025	10/15/2025	1,653.52
01-1635-7125	000279	BMO BANK OF MONTREAL	0502677-2510 AGO INDUSTRIES-CLOTHING	10/15/2025	10/15/2025	149.42
01-1635-7125	003353	MCKELLAR, BETTY	OCT 2025 BOOT ALLOWANCE	10/30/2025	10/30/2025	250.00
01-1635-7125	003415	THORNICROFT, GREG	OCTOBER 2025 2025 BOOT ALLOWANCE	10/30/2025	10/30/2025	250.00
Account Total						649.42
01-1635-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	53.04
01-1635-7303	000003	BROOKE TELECOM CO-OPERATIVE	10605820-1025 PHONE & INTERNET SERVICE	10/15/2025	10/15/2025	74.35

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Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
01-1635-7303	003464 FIBERNETICS CORPORATION	760912 PHONE LINES	10/15/2025	10/15/2025	33.84
		Account Total			161.23
01-1635-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250007264757 ELECTRICITY CHARGES	10/23/2025	10/23/2025	367.46
01-1635-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250007264758 ELECTRICITY CHARGES	10/23/2025	10/23/2025	48.88
01-1635-7306	000099 BLUEWATER POWER DISTRIBUTION CORP	250007265297 ELECTRICITY CHARGES	10/23/2025	10/23/2025	3,932.63
		Account Total			4,348.97
01-1635-7309	000002 ENBRIDGE GAS / UNION GAS	07207 3-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	360.76
01-1635-7310	003420 PSD CITYWIDE INC.	25056 ASSET MANAGER W/ GIS SOFTWARE	10/15/2025	10/15/2025	1,130.00
01-1635-7330	000279 BMO BANK OF MONTREAL	0502677-2510 ARMORS ALE-WORKING LUNCH-ICE	10/15/2025	10/15/2025	126.95
01-1635-7330	000158 GOYETTE, DARREN	OCT 2025 ICE PAINT	10/15/2025	10/15/2025	1,300.00
		Account Total			1,426.95
01-1635-7340	000279 BMO BANK OF MONTREAL	0502677-2510 PRINCESS AUTO-RUBBER FLOORING	10/15/2025	10/15/2025	379.21
01-1635-7340	000279 BMO BANK OF MONTREAL	0502677-2510 AMAZON-TABLE CLOTHS	10/15/2025	10/15/2025	546.93
01-1635-7340	000279 BMO BANK OF MONTREAL	0502677-2510 AMAZON-SHIPPING	10/15/2025	10/15/2025	11.29
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	201557 PAVILION WASHROOM ANTIFREEZE	10/23/2025	10/23/2025	22.55
01-1635-7340	000048 WATFORD HOME HARDWARE / CARIS HARDV	201747 TOILET REPAIR KIT/SUPPLIES	10/30/2025	10/30/2025	36.35
01-1635-7340	000132 A-1 SECURITY SYSTEMS	212912 SECURITY SYSTEMS	10/15/2025	10/15/2025	609.52
01-1635-7340	000132 A-1 SECURITY SYSTEMS	212934 SECURITY SYSTEMS	10/23/2025	10/23/2025	663.76
01-1635-7340	000132 A-1 SECURITY SYSTEMS	212935 SECURITY SYSTEMS	10/23/2025	10/23/2025	2,180.71
01-1635-7340	003017 MARCOTTE DISPOSAL INC.	24023 GARBAGE DISPOSAL	10/15/2025	10/15/2025	326.00
01-1635-7340	003463 DOHERTY, ED	2500050 ARENA SIGNAGE	10/15/2025	10/15/2025	158.20
01-1635-7340	003463 DOHERTY, ED	2500050 ARENA SIGNAGE	10/15/2025	10/15/2025	580.82

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01-1635-7340	000100 MCNAUGHTON HOME HARDWARE CENTRE	511401 PARTS/ARENA SUPPLIES	10/15/2025	10/15/2025	200.52
01-1635-7340	000100 MCNAUGHTON HOME HARDWARE CENTRE	513599 PUMP FOR PIT	10/30/2025	10/30/2025	319.28
01-1635-7340	000100 MCNAUGHTON HOME HARDWARE CENTRE	513646 ARENA SUPPLIES	10/30/2025	10/30/2025	30.49
01-1635-7340	003353 MCKELLAR, BETTY	CDN TIRE 10/18/25 EXTENSION CORDS	10/23/2025	10/23/2025	40.66
01-1635-7340	003232 CANADIAN IPG CORPORATION	CORUN-00616197 DEHUMIDIFIER FILTERS	10/30/2025	10/30/2025	180.89
01-1635-7340	003353 MCKELLAR, BETTY	COSTCO OCT.18/25 MR. CLEAN ERASER PADS	10/30/2025	10/30/2025	21.46
01-1635-7340	003325 CADMAN, KYLE	Walmart - Oct. 7/25 FOB BATTERIES	10/23/2025	10/23/2025	22.68
		Account Total			6,331.32
01-1635-7372	000347 RESURFICE CORP	103585 EDGER BLADES/OLYMPIA SQUEEGEE	10/15/2025	10/15/2025	370.90
01-1635-7372	002206 HARDY SERVICE	51377 OLYMPIA PRESEASON SERVICE	10/23/2025	10/23/2025	1,463.18
01-1635-7372	000177 NELLA CUTLERY	IN2461151 OLYMPIA BLADE SHARPENING	10/30/2025	10/30/2025	135.60
01-1635-7372	003585 GUSPRO INC.	MFG-267587 SKATE SHARPENER SWITCH	10/30/2025	10/30/2025	109.35
01-1635-7372	003585 GUSPRO INC.	MFG-267667 SHARPENING MOTOR/FAN ASSY	10/30/2025	10/30/2025	1,887.10
01-1635-7372	000019 LONDON FIRE EQUIPMENT LTD.	S835989 CANTEEN RANGE HOOD	10/30/2025	10/30/2025	1,542.00
		Account Total			5,508.13
01-1635-7381	000279 BMO BANK OF MONTREAL	0502677-2510 NO FRILLS-BAR POP	10/15/2025	10/15/2025	32.04
01-1635-7381	000279 BMO BANK OF MONTREAL	0502677-2510 FOODLAND-BAR POP	10/15/2025	10/15/2025	57.44
01-1635-7381	000082 THE PEPSI BOTTLING GROUP (CANADA)	20914610 BAR AND VENDING MACHINE POP	10/30/2025	10/30/2025	465.79
		Account Total			555.27
01-1635-7383	002841 KERN WATER SYSTEMS INC.	180862 ICE	10/15/2025	10/15/2025	133.00
01-1635-7383	002841 KERN WATER SYSTEMS INC.	182035 BAR ICE	10/23/2025	10/23/2025	157.50
		Account Total			290.50
01-1635-7399	000279 BMO BANK OF MONTREAL	0502677-2510 CARADOC SANDS-EE APPRECIATION	10/15/2025	10/15/2025	105.40

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01-1635-7399	003667 CARADOC SANDS GOLF CLUB	SEPTEMBER 12, 2025 EMPLOYEE APPRECIATION	10/15/2025	10/15/2025	149.97
Account Total					255.37
Department Total					22,671.44

CONCESSION / BOOTH & VENDING

01-1637-7382	000082 THE PEPSI BOTTLING GROUP (CANADA)	20914610 BAR AND VENDING MACHINE POP	10/30/2025	10/30/2025	1,058.67
Department Total					1,058.67

INWOOD COMMUNITY CENTER

01-1639-7306	000044 TOWNSHIP OF ENNISKILLEN	930050000.00-1025 WATER	10/15/2025	10/15/2025	76.90
Department Total					76.90

ALVINSTON LIBRARY

01-1641-7309	000002 ENBRIDGE GAS / UNION GAS	54955 1-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	26.11
01-1641-7340	003364 R & C CLEANING	Sept25 CLEANING	10/15/2025	10/15/2025	700.00
Department Total					726.11

INWOOD LIBRARY

01-1642-7306	000044 TOWNSHIP OF ENNISKILLEN	930056000.00-1025 WATER	10/15/2025	10/15/2025	55.50
01-1642-7309	000002 ENBRIDGE GAS / UNION GAS	97854 4-1025 NATURAL GAS HEATING	10/23/2025	10/23/2025	30.63
Department Total					86.13

PLANNING & ZONING

01-1810-7430	000113 R DOBBIN ENGINEERING INC	197.25 SHAILER SEVERANCE	10/23/2025	10/23/2025	610.20
Department Total					610.20

AGRICULTURE & REFORESTATION

01-1840-7455	000113 R DOBBIN ENGINEERING INC	168.25 DRAINAGE SUPERINTENDENT	10/15/2025	10/15/2025	4,003.87
Department Total					4,003.87

TILE DRAINAGE

01-1850-7210	000279 BMO BANK OF MONTREAL	0502677-2510 MIN OF FIN-TILE DEB 2022-10	10/15/2025	10/15/2025	2,035.03
01-1850-7210	000279 BMO BANK OF MONTREAL	0502677-2510 MIN OF FIN-TILE DEB 2024-10	10/15/2025	10/15/2025	3,000.00

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Account Total					5,035.03
01-1850-7710	000279 BMO BANK OF MONTREAL	0502677-2510 MIN OF FIN-TILE DEB 2022-10	10/15/2025	10/15/2025	3,426.86
01-1850-7710	000279 BMO BANK OF MONTREAL	0502677-2510 MIN OF FIN-TILE DEB 2024-10	10/15/2025	10/15/2025	3,793.40
Account Total					7,220.26
Department Total					12,255.29
<u>BROOKE FIRE - ALVINSTON STATION</u>					
20-0411-8002	000279 BMO BANK OF MONTREAL	0502677-2510 ASTRA CASES-IPAD CASE	10/15/2025	10/15/2025	69.94
Department Total					69.94
<u>MAJOR CULVERT REPLACEMENTS</u>					
20-0513-7401	003071 COPE CONSTRUCTION AND CONTRACTING II	00001668 STRUCTURE 25	10/23/2025	10/23/2025	300,901.32
20-0513-7401	000101 BM ROSS AND ASSOCIATES LIMITED	29803 STRUCTURE 25 ENGINEERING	10/23/2025	10/23/2025	3,513.96
Account Total					304,415.28
Department Total					304,415.28
<u>SIDEWALKS</u>					
20-0552-7301	000065 WANSTEAD FARMERS CO-OP CO. LTD.	200019097 GRASS SEED	10/15/2025	10/15/2025	148.75
20-0552-7301	000065 WANSTEAD FARMERS CO-OP CO. LTD.	200019099 GRASS SEED	10/15/2025	10/15/2025	148.31
20-0552-7301	000150 MELLIS CONSTRUCTION LTD	923909 SIDEWALKS	10/15/2025	10/15/2025	17,959.09
Account Total					18,256.15
Department Total					18,256.15
<u>COMMUNITY CENTRE</u>					
20-1635-8014	000167 BLACK & MCDONALD LIMITED	43-1848565 CHILLER INSTALLATION	10/14/2025	10/14/2025	99,918.10
20-1635-8015	003672 FORTY EIGHT CUTS	OCTOBER 2025 VIDEO WORK	10/30/2025	10/30/2025	1,130.00
Department Total					101,048.10
<u>MUNICIPAL DRAINS - CONSTRUCTION</u>					
20-2800-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	1135 DAVIDSON DRAIN NORTH	10/30/2025	10/30/2025	27,162.94
20-2800-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	1137 LOGAN DRAIN	10/23/2025	10/23/2025	5,796.17

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Item Amount
20-2800-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	1138 LOGAN DRAIN	10/23/2025	10/23/2025	35,007.40
20-2800-7401	000113 R DOBBIN ENGINEERING INC	198.25 LOGAN DRAIN	10/23/2025	10/23/2025	4,000.20
Account Total					71,966.71
Department Total					71,966.71
<u>MUNICIPAL DRAINS - MAINTENANCE</u>					
20-2900-7401	002478 BRUCE POLAND & SONS TRUCKING INC.	1135 DAVIDSON DRAIN NORTH	10/30/2025	10/30/2025	9,424.20
20-2900-7401	002135 MCNALLY EXCAVATING LTD	783 WEIDMAN DRAIN 10% HB	10/15/2025	10/15/2025	1,227.97
Account Total					10,652.17
Department Total					10,652.17
Total Paid Invoices					268,798.15
Total Unpaid Invoices					464,501.24
Total Invoices					733,299.39

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

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

01-0000	ASSETS & LIABILITIES	36,009.61
01-0050	LICENCES, PERMITS, RENTS	-425.00
01-0240	GOVERNANCE	615.99
01-0241	COUNCIL SUPPORT	1,838.60
01-0250	CORPORATE MANAGEMENT	13,654.73
01-0411	FIRE STATION - ALVINSTON	4,836.28
01-0420	POLICE	33,125.00
01-0440	PROTECTIVE INSPECTION & CONTROL	6,650.12
01-0450	EMERGENCY MEASURES	132.00
01-0503	RP - SHOULDER MTCE	22,408.24
01-0535	ROAD REPAIRS	17,972.30
01-0550	RT&M - SIGNS	882.91
01-0551	RT&M - INTERSECTION LIGHTING	21.92
01-0560	PUBLIC WORKS - OVERHEAD	8,277.81
01-0603	2011 INTERNATIONAL	210.19
01-0620	2017 FORD 4X4 Diesel	14.11
01-0621	2021 Dodge RAM 4 x 4 pickup	387.98
01-0622	2019 FORD 4x4 PICKUP	387.97
01-0630	DEERE TRACTOR LOADER	199.02
01-0631	CAT BACKHOE	144.15
01-0634	SMALL ENGINE EQUIPMENT	106.16
01-0636	PACKER & ROLLER	846.30
01-0671	SAND AND SALT	1,231.70
01-0751	STREET LIGHTING - ALVINSTON	1,128.18
01-0752	STREET LIGHTING - INWOOD	611.87
01-0810	SANITARY SEWER SYSTEM	15,589.79
01-0811	INWOOD SEWER SYSTEM	81.54
01-0830	WATERWORKS SYSTEM	10,326.55
01-0840	WASTE COLLECTION	7,687.50
01-0860	RECYCLING	448.91
01-1635	ALVINSTON COMMUNITY CENTRE	22,671.44
01-1637	CONCESSION / BOOTH & VENDING	1,058.67
01-1639	INWOOD COMMUNITY CENTER	76.90
01-1641	ALVINSTON LIBRARY	726.11
01-1642	INWOOD LIBRARY	86.13
01-1810	PLANNING & ZONING	610.20
01-1840	AGRICULTURE & REFORESTATION	4,003.87
01-1850	TILE DRAINAGE	12,255.29
20-0411	BROOKE FIRE - ALVINSTON STATION	69.94
20-0513	MAJOR CULVERT REPLACEMENTS	304,415.28
20-0552	SIDEWALKS	18,256.15
20-1635	COMMUNITY CENTRE	101,048.10

Accounts Payable

Posted Invoice Payment Approval List By Account

Vendor 000000 Through 999999

Invoice Entry Date 10/01/2025 to 10/31/2025 Paid Invoices Cheque Date 10/01/2025 to 10/31/2025

Account	Vendor Number	Vendor Name	Invoice Number	Invoice Item Description	Invoice Date	Entry Date	Item Amount
	20-2800			MUNICIPAL DRAINS - CONSTRUCTION			71,966.71
	20-2900			MUNICIPAL DRAINS - MAINTENANCE			10,652.17
						Report Total	<u>733,299.39</u>



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: 2nd Dwelling Agreement - 8478 Petrolia Line
Meeting: Council - 13 Nov 2025
Department: Clerks
Staff Contact: Janet Denkers, Clerk Administrator

Background:

On October 31, 2025 a fire destroyed a house at 8478 Petrolia Line.

Comments:

The owner(s) requested permission to have a park model trailer placed on their property while the rebuild of her home is taking place. The estimated time of rebuild is 1-2 years. The request to stay on the property stems from wanting to keep a grandchild at Brooke Central School as she is a student in a wheelchair and the school has the appropriate accommodations for her.

The Municipal Zoning By-law 9 of 2013 states under section 3.12 that:

"Notwithstanding, where a Single Detached Dwelling is destroyed or damaged by fire or natural disaster, a Motor Home, Travel Trailer or Mobile Home maybe Erected and Used as a temporary dwelling on the same lot provided that building permit has obtained to repair or replace the destroyed or damaged dwelling and provided the temporary dwelling is removed with 240 days of the time the primary dwelling was destroyed or damaged. Where construction is not completed within this 240 days, this period may be extended by a motion of Council where Council is satisfied that construction has begun and is progressing in earnest."

A draft agreement is attached for Council approval

Financial Considerations:

When a second agreement request is made, a deposit of \$500 is received and returned upon completion. That figure was placed in the agreement for Council approval. The timeframe was also set for one year -that being December 1, 2025 - December 1, 2026 (with extensions granted if needed).

ATTACHMENTS:

[By-law xx of 2025 - Trailer Agreement -Schalk](#)

CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER xx of 2025

WHEREAS pursuant to Section 9 of the Municipal Act, 2001 S.O. 2001, c.25 as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS pursuant to Section 11(1) the Municipal Act, 2001 S.O. 2001, c.25 as amended, a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public, subject to the rules set out in Section 11(4) of the Act; and

WHEREAS the Council of the Corporation of The Municipality of Brooke-Alvinston authorizes the execution of an Agreement between the Council of the Corporation of The Municipality of Brooke-Alvinston and Owner.

WHEREAS the Council of the Corporation of The Municipality of Brooke-Alvinston has deemed it expedient to enter into an Agreement with Owner

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

1. That the Council of the Corporation of the Municipality of Brooke-Alvinston executes an Agreement with Owner, a copy of which is attached hereto and is marked "Agreement" and forms part of this bylaw.
2. That the Mayor and Clerk-Administrator be authorized to execute such Agreement and to affix the Corporate Seal of the Corporation of the Municipality of Brooke-Alvinston thereto.
3. That the Agreement must be executed by all parties, or the Agreement shall become null and void.
4. This by-law shall come into force and take effect upon the final passing.

READ a first and second time and finally passed this 13th day of November 2025.

MAYOR – David Ferguson

CLERK-ADMINISTRATOR - Janet Denkers

THIS AGREEMENT made this 13th day of November, 2025.

BETWEEN: Melanie & Michael Schalk
hereinafter called the "Owner" of the first part

AND: The Corporation of The Municipality of Brooke-Alvinston
hereinafter called the "Corporation" of the second part.

AND WHEREAS, the Owner represents and warrants that he is the registered Owner of 8478 Petrolia Line, in The Municipality of Brooke-Alvinston in the County of Lambton and in the Province of Ontario.

AND WHEREAS, the Owner has expressed interest in the Corporation to reside in a seasonal trailer/mobile home at 8478 Petrolia Line, Brooke-Alvinston, for a period no longer than twenty-four (24) months, while the permanent dwelling is constructed.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

1. The Owner shall obtain the necessary permits, the required approvals, and the necessary inspections for the seasonal trailer/mobile home and the obligatory utility connections required. (i.e., hydro, water, septic).
2. The County has deemed it acceptable to utilize the existing septic system for twenty-four (24) months only, provided the connections and system are inspected and approved.
3. The Owner agrees to comply with the regulations of the Ontario Building Code and to comply with all other by-laws, applicable law, and regulations affecting this property in its entirety, including the new single-family dwelling structure, plumbing, and septic system, and to remit all applicable fees associated with required approvals.
4. The Owner agrees to rescind residential occupancy of the seasonal trailer/ mobile home twenty-four (24) months from the time/date the agreement is executed, and the site will be restored to its original condition, which includes the removal of the seasonal trailer/ mobile home and all associated appurtenances.
5. If the Chief Building Official or his/her designate determines that the subject construction has not been completed, removed or site restored as required by this agreement, the Chief Building Official or his/her designate may cause the subject construction to be completed, removed and the site restored and for this purpose the Chief Building Official, an Inspector and their agents may enter upon the subject land and construction governed by this agreement at any reasonable time and without warrant.
6. The Owner shall and does hereby release, discharge, and covenant, and agree at all times to indemnify and save harmless the Municipality and the Chief Building Official from and against all claims, including;
 - a. all claims for property damage or injuries, including injuries resulting in death, to any property or person or persons and any consequential damages arising from such damage or injuries, whether such damage or injuries be caused by or attributable to the negligence of the Municipality or its officers, agents, servants, employees or otherwise; and
 - b. all demands, liability, loss, costs, damages, expenses, compensation, awards or payments of every kind or nature whatsoever and all actions, suits or proceedings of every kind or nature whatsoever by whomsoever incurred, sustained, suffered, made, paid, brought, or taken, in any manner connected with, caused by or attributable to the entry into this Agreement, the performance or failure to perform the terms and conditions hereof.
7. The Owner shall deliver to the Corporation a deposit (the "surety") in the amount of \$500 (five hundred dollars) in the form of a letter of credit, certified cheque, money order, or cash.
 - a. A letter of credit shall contain provisions satisfactory to the Municipality, in accordance with its standard format for letters of credit as of the date of submission of the letter of

credit to the Municipality. It shall provide for automatic renewal rights at the end of the term.

- b. If the Chief Building Official or his/her designate determines that the subject construction has not been completed or demolished or the site restored as required by this agreement, as specified, the surety will be drawn upon in full and deemed forfeited by the Owner.
- c. Should costs associated with the removal of the subject construction, the restoration of the site and the work required, as specified, in this Agreement be incurred by the Municipality, the Municipality shall have a lien on the land for such amount and the amount shall be deemed to be municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.
- d. Should there be full compliance with this Agreement, the surety will be returned to the Owner at the address provided on the municipal tax roll.

8. This agreement may be registered against the subject lands, and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, all subsequent Owners of the subject lands.

9. This agreement shall be binding upon the Owner or heirs, executors, administrators, successors, and assigns of all said lands.

10. Any amendments or extensions to this agreement shall be agreed to in writing by both parties.

11. This agreement shall be read with all changes in gender or number required in the context.

IN WITNESS WHEREOF, the Owner and the Corporation have fixed their signatures and Corporate Seal attested to by the hands of their proper officers, duly authorized in that behalf.

Owner:

OWNER – Melanie Schalk

OWNER – Michael Schalk

CORPORATION:

MAYOR – David Ferguson

CLERK-ADMINISTRATOR – Janet Denkers



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Update on Fundraising for the Arena Floor
Meeting: Council - 13 Nov 2025
Department: Administration
Staff Contact: Janet Denkers, Clerk Administrator

Recommendation:

That the report on the Fundraising for the Arena Floor be received and filed; and that staff be approved to offer Naming Opportunities in the Parks and Recreation Department; and that staff be further directed to create a donor recognition wall concept with tiered sponsorships in addition to a social media page and other promotional information.

Background:

The Municipality is undertaking a large project at the BAICCC - the replacement of the ice surface floor, chiller, condenser and dehumidifier. The project is estimated at \$2M with \$1M being funded through the Community Sports and Recreation Fund (CSRIF). The project will be cost shared between the Fund and the Municipality.

A Fund was created through the Sarnia Community Foundation to assist in fund creation and issuance of tax receipts. The fund is called the Arena Floor Project Fund.

An RFP for a project Engineer was completed with Spriet Engineering (London) awarded the project. Spriet has been onsite and in regular communication with staff since being appointed.

Jill Joris has been hired as a contract Fundraising and Marketing Assistant to help secure the municipally cost shared portion of the funds needed for the ice surface floor and plant overhaul.

A fundraising committee was approved to be formed with the Mayor and Councillor Redick appointed.

Comments:

A meeting of the Committee will be arranged in the near future to review:

- 1) Terms of Reference for the Committee
- 2) Project Overview for the Committee
- 3) Role of the Sarnia Community Foundation in the Fundraising
- 4) Draft Sponsorship initiatives - in development

In moving forward with the Fundraising, we are seeking Council approval to:

- 1) Introduce Naming Opportunities in the Parks and Recreation Department.
- 2) Work on a Recognition Wall with tiered support levels
- 3) Approach up to 9 individuals to sit on a committee

Council shall serve as the approval authority for all three items listed above prior to the commencement of work and the review of all submissions received.

Financial Considerations:

None associated at this time - the fundraising goal is minimum \$1M. We estimate approximately \$1,000 for printing and other advertising mediums at this stage.



Council Staff Report

To: Mayor Ferguson and Members of Council
Subject: Brooke Fire Rescue - Quarter 3 Fire Report
Meeting: Council - 13 Nov 2025
Department: Fire Department
Staff Contact: Steve Knight, Fire Chief

Recommendation:
To receive and file

Background:

Third quarter report to Mayor and Council on Brooke Fire Rescue responses, training and community activities.

Comments:

Responses – July 1 – September 30, 2025.

Fire			1
	Structure	1	BA
Motor Vehicle Collision			2
With injuries	2	BA-2	
Medical			3
	Assist EMS	3	BA - 3
Other			3
	Mutual Aid	1	Warwick - 1
	Hydro Lines down	2	BA – 1 DE - 1
Total Responses			9

Response Locations

Brooke-Alvinston	7	(78%)
Warwick	1	(11%)
Dawn-Euphemia	1	(11%)

Training

- Bi-monthly training focus remains on firefighting fundamentals in line with the requirements of NFPA 1001 Firefighter 1 + 2, NFPA 1002 Pump Operator Certifications in accordance with legislation that was enacted on July 1, 2022, with the deadline for having firefighters certified June 30, 2026.

- Low angle rope rescue training – concluded the Operations course practical exercises at the AW Campbell CA
- Part 3 of the training facility has begun, 20' sea-can donated by Dawn-Euphemia Fire will be moved in the fall. Firehouse Subs grant application has been submitted.

ELFTG

- Part 2 of the joint fire training program resumed August 23rd with candidates from Brooke Fire Rescue (4), Warwick Fire Department (Warwick (2) and Watford (2) Stations) and Oil Springs Fire Department (4).
- NFPA 1001 Firefighter 1 + 2 conclusion is November 6th at the Lambton College Burn Building with Provincial testing scheduled for December 6th
- Training continues in January with NFPA 1072 Hazardous Materials Awareness and Operations with provincial testing in March 2026

Public Education / Community Service / Special Events

- Canada Day – slip 'n slide and fireworks
- Inwood Kids Day
- Open House on September 30th with the Alvinston Fire Department 130th anniversary event
- Hosted the Lambton County Fire Chiefs Association meeting
- Provided fire protection for the BAICC Fall Fair Demolition Derby

Equipment / Apparatus

- Annual hose testing was completed
- All equipment and apparatus in working order

Administration / Personnel

- iPads (3) for truck checks are in place and is working nicely, replaces
- Mobile data terminals have been purchased and programmed
- Application was submitted for the Fire Protection Grant for the 2025-26 year. The grant is available for projects related to cancer prevention, minor infrastructure modernization, and lithium-ion incident response equipment, and it has specific eligibility criteria for municipalities that have established a fire department.
- Roster is currently at 27 - 1 PT Chief, 18 Regular members, 4 Probationary members, 2 on medical leave and 2 Auxiliary members.

Financial Considerations:

All purchasing through budgeted funds.

Relationship to Strategic Plan:

In line with the Strategic Plan



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

The Mayor and Council
 2025
 3236 River Street
 Alvinston, ON
 N0N 1A0

November 6, 2025

Re: Elliott-Tait Drain Maintenance

Three (6) sealed tenders for the Elliott-Tait Drain Maintenance project were received and opened on November 6, 2025 at the Municipality of Brooke-Alvinston Municipal Office.

Following the tender opening, the schedule of tender prices from each bid was reviewed by Jake Zruna, Drainage Superintendent to ensure correct unit price extensions and total tender prices. The following are the confirmed, corrected, tender prices submitted (including HST):

- | | |
|---------------------------|-------------|
| • JLH Excavating | \$17,449.46 |
| • Bruce Poland Excavating | \$19,424.70 |
| • McNally Excavating | \$21,357.00 |
| • H.E Construction | \$21,986.68 |
| • Herrington Excavating | \$22,941.26 |
| • VanBree | \$24,661.80 |

Based on this review, the bid from JLH Excavating in the amount of \$17449.46 (including HST) for the drainage work is the lowest price tendered and meets all the requirements stipulated in tender documents.

We trust this meets your requirements at this time; however, should you have any questions regarding this information, please feel free to call.

Regards,

A handwritten signature in black ink, appearing to read 'J. Zruna', is written over a large, light-colored oval scribble.

Jake Zruna
 Drainage Superintendent
 R. Dobbin Engineering Inc.



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

The Mayor and Council
 2025
 3236 River Street
 Alvinston, ON
 N0N 1A0

November 6, 2025

Re: Piper Johnson Drain Maintenance

Three (6) sealed tenders for the Piper Johnson Drain Maintenance project were received and opened on November 6, 2025 at the Municipality of Brooke-Alvinston Municipal Office.

Following the tender opening, the schedule of tender prices from each bid was reviewed by Jake Zruna, Drainage Superintendent to ensure correct unit price extensions and total tender prices. The following are the confirmed, corrected, tender prices submitted (including HST):

- | | |
|---------------------------|-------------|
| • McNally Excavating | \$21,131.00 |
| • JLH Excavating | \$24,400.45 |
| • Bruce Poland Excavating | \$25,065.02 |
| • Herrington Excavating | \$30,087.66 |
| • VanBree | \$30,467.51 |
| • H.E Construction | \$32,958.15 |

Based on this review, the bid from McNally Excavating in the amount of \$21,131.00 (including HST) for the drainage work is the lowest price tendered and meets all the requirements stipulated in tender documents.

We trust this meets your requirements at this time; however, should you have any questions regarding this information, please feel free to call.

Regards,

A handwritten signature in black ink, appearing to read 'J. Zruna', is written over a large, light-colored oval scribble.

Jake Zruna
 Drainage Superintendent
 R. Dobbin Engineering Inc.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 30th day of May 2025.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the Minister of Sport**

(the “Province”)

- and -

The Corporation of the Municipality of Brooke-Alvinston

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Payment Plan
Schedule “E” -	Reports
Schedule “F” -	Eligible and Ineligible Costs
Schedule “G” -	Communications Requirements
Schedule “H” -	Indigenous Consultation Protocol
Schedule “I” -	Form of Certificate of Title
Schedule “J” -	Form of Legal Opinion

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010* (Ontario), *the Public*

Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);

- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act (Ontario)* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act (Ontario)* (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

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

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Sport**

Date

Name: Tyler Curry

Title: Assistant Deputy Minister
Sport, Recreation and Major Events

The Corporation of the Municipality of
Brooke-Alvinston

Date

Name

Title

I have authority to bind the Recipient

Date

Name

Title

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Asset” means any land or fixed capital asset, including buildings or structures, constructed or improved for which Funds are provided pursuant to the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Communications Requirements” means the communications requirements set out in Schedule “G”.

“Contract” means each of the following contracts that exists in respect of the Project:

- (a) a contract between the Recipient and a Third Party whereby the Third

Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration, and

- (b) a contract between the Recipient and its Project Partner required under the Agreement.

“Cost Share Amount” means Funds up to the percentage set out in Schedule “B” of Eligible Costs that is less than or equal to the Maximum Funds.

“Development Costs” means the Eligible Costs relating to pre-construction activities in accordance with Schedule “F”.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Cost” means a cost or expenditure that is eligible for Funds in accordance with section A4.7.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

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

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

“Governmental Authority” means the Ministry of Sport, and any other federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Recipient, any aspect of the performance of a Contract or the operation of the Recipient, or the services the Recipient provides, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

“Holdback Funds” means the holdback funds set out in Schedule “B” that is ten percent (10%) of Maximum Funds.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Ineligible Cost” means a cost or expenditure for the Project that is not an Eligible Cost, examples of which are listed under the heading “Ineligible Costs” in Schedule “F”.

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

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, an individual, the Recipient, a Third Party, a corporation, a government, or any other legal entity, and their officers, servants, employees, or agents, the executors, administrators or other legal representatives of an individual in such capacity, and includes a Project Partner.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Project End Date” means the Project end date set out in Schedule “C”.

“Project Partner” means a Person who shares an ownership or leasehold interest with the Recipient in the Asset.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports and documents described in Schedule “E”.

“Requirements of Law” means all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to or

applicable to any aspect of the Agreement, the Project, or the Funds.

“**Survival Date**” means the survival date set out in Schedule “B”.

“**Third Party**” means any Person, other than a Party, who participates or is otherwise involved in the implementation of the Project by means of a Contract.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience, expertise and financial health necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with Requirements of Law;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including without limitation information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is not, and will continue to not be, a party to any other agreement or Contract with any other Person that conflicts with or contravenes the Agreement;
- (f) it owns or has a long-term lease agreement (long-term leasehold interest) that expires no earlier than the Survival Date or has a renewal option that would extend the lease agreement up to at least the Survival Date for the Asset and that it will provide evidence of same in the prescribed form set out in Schedule “I” in respect of ownership, or in Schedule “J” in respect of a lease agreement to the satisfaction of the Province, in its sole discretion, as a condition of the Province flowing any Funds under the Agreement;
- (g) it is not, and will continue to not be, using funds from the Province pursuant to any other grant program of the Province for the Project, other than Funds under the Agreement;
- (h) if it has an ownership or a leasehold interest in the Asset with one or more Project Partners, it has and will continue to have legally binding agreements with all owners and leaseholders, as applicable, of the land on which the Project is to be carried out, and with all Project Partners, as

applicable, which agreements are consistent with, and incorporate the relevant provisions of the Agreement;

- (i) it is, and will continue to be responsible for Project costs other than Funds paid under the Agreement, including Eligible Costs not part of the Cost Share Amount, unapproved expenditures, Ineligible Costs and cost overruns; and
- (j) the Asset is for sport or recreation use, the Asset will be primarily open to the public and available for public use throughout the year or the appropriate season of the year, and such use will continue until at least the Survival Date.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power, authority and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures and systems to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to:
 - (i) manage Funds prudently and effectively;
 - (ii) complete the Project successfully;
 - (iii) identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
 - (iv) prepare and submit all Reports required pursuant to Article A7.0; and
 - (v) address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 **Representation and Warranty.** The Recipient represents and warrants that:

- (a) it is not aware of any investigation, inquiry, or proceeding (other than routine inspections) in connection with the Project, including the property that is the site of the Project, by any Governmental Authority;
- (b) it is not aware of any actions, suits, proceedings or investigations that relate to the Project, the Asset, or the use, occupation and possession of the property that is the site of the Project that may be pending or threatened against any Person associated with the Project; and
- (c) it is not aware of any actions, suits, proceedings or investigations pending or threatened against the Recipient or against any Person associated with the Project or the property that is the site of the Project that individually or in the aggregate could result in any:
 - (i) material adverse effect on the Recipient, including on the Recipient's businesses, assets, or financial condition;
 - (ii) impairment of the ability of the Recipient to perform its obligations under a Contract, the Agreement or both; or
 - (iii) impairment of the ability of any Person associated with the Project to perform its obligations under any Contract.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds for the Cost Share Amount up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "D"; and
- (c) deposit the Funds into an account the Recipient designates provided that

the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until:
 - (i) the Agreement is executed by both Parties;
 - (ii) the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2; and
 - (iii) the Recipient provides the evidence of ownership or leasehold interest to the satisfaction of the Province, in its sole discretion, required by section A2.1(f);
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) Ineligible Costs are not eligible for Funds in accordance with the Agreement and the Province is not obligated to provide any Funds to the Recipient for Ineligible Costs;
- (d) the Province is not obligated to provide any Funds or any further payments of Funds to the Recipient until it is satisfied that its duty to consult with Indigenous communities, if any, and, its duty to accommodate any Indigenous communities, if applicable, have been met;
- (e) the Province is not obligated to provide Funds in an amount that is greater than the Cost Share Amount; and
- (f) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Costs that do not exceed the Cost Share Amount;

- (d) despite any other provision in this Agreement, not use more than 20 percent of the Maximum Funds for Development Costs, which is the maximum amount for Development Costs set out in Schedule “B”;
- (e) not use the Funds to cover:
 - (i) any Ineligible Cost; and
 - (ii) any Eligible Cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (f) complete the Project on or before the Project End Date and provide proof of completion in accordance with Schedule “E”.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.7 **Eligible Costs.** In order for a cost or expenditure to be eligible for Funds in accordance with the Agreement, the cost or expenditure must:

- (a) be directly related to the Project;
- (b) be a cost or expenditure that would not otherwise have been incurred but for the Project;
- (c) fall within the list of eligible costs under the heading “Eligible Costs” in Schedule “F”;
- (d) have been incurred on or after the Effective Date and no later than March 31, 2027; and

- (e) be an actual cash outlay by the Recipient to one or more third parties acting at arm's length on or after the Effective Date and no later than March 31, 2027 that can be documented through paid invoices, receipts or other records that are satisfactory to the Province, in its sole and absolute discretion.

A4.8 Funding Shortfall. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all the funding available to it, the Recipient will:

- (a) immediately give Notice to the Province of that determination; and
- (b) within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the shortfall of funding.

A4.9 Funding Shortfall Remedies. If the Province is not satisfied that the measures proposed in accordance with paragraph (a) of section A4.8 will be adequate to remedy the shortfall of funding, then the Province may exercise one or more of the remedies available to it pursuant to section A12.4.

A4.10 Request for Payment. The Recipient will submit requests for payment of Funds in accordance with the payment plan attached to the Agreement as Schedule "D".

A4.11 Funds Conditional on Project Completion. The Province will retain the Holdback Funds until the Recipient has completed the Project in accordance with the terms of the Agreement and to the satisfaction of the Province and the Recipient has requested the Holdback Funds in accordance with the payment plan attached to the Agreement as Schedule "D".

A4.12 Notice to Province. If, at any time during the Term, the Recipient determines that any of the following has occurred or will occur, the Recipient will immediately provide Notice to the Province of that determination:

- (a) A Project Partner no longer has an ownership or leasehold interest in the Asset being constructed or improved as the Project under the Agreement.
- (b) Any event that could or could be seen by a reasonable person to jeopardize the completion of the Project, including the dissolution of an arrangement between the Recipient and a Project Partner or between the Recipient and a third party that is required to complete the Project.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province in a manner specified by the Province:
 - (i) all Reports in accordance with the timelines, form and content requirements set out in Schedule “E” or in a form, within the timelines, or with the content the Province may specify from time to time;
 - (ii) any other reports in accordance with any timelines, form and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven (7) years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

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

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

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

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in accordance with the Communications Requirements set out in Schedule "G".

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and

appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation, termination or material change.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1, and renewal replacements on or before the expiry of any such insurance; and
 - (ii) a valid clearance certificate of coverage under the *Workplace Safety and Insurance Act, 1997*, and thereafter, updated valid clearance certificates of coverage under that Act upon request by the Province;
- (b) in the event of a Proceeding, and upon the Province’s request, provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both; and
- (c) ensure that each Third Party obtains all the necessary and appropriate insurance that a prudent person in the business of the Third Party would maintain and that the Recipient is named as additional insureds with respect to any liability arising in the course of performance of the Third Party’s obligations under the applicable Contract, and provide proof of same to the Province upon request.

A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
- (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

- A12.1 **Events of Default.** Each of the following events will constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
 - (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

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

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A14.0 DEBT DUE AND PAYMENT

A14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the

Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.
- A14.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A15.0 NOTICE

- A15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

- A15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed;
- (b) or in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 **Postal Disruption.** Despite section A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A18.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 **Survival.** Any rights and obligations of the Parties that extend, by their nature, beyond the term of the Agreement will continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles and sections, and all applicable cross-referenced Articles, sections and schedules: Article 1.0, Article 2.0, Article 3.0, Article 5.0, Article A1.0 and any other applicable definitions, sections A2.1(a), (f), (i) and (j), section A4.2(d), sections A4.4, A4.5, A4.6 and A4.9, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A17.0, section A20.2, Article A21.0, Article A23.0, Article A24.0, Article A26.0 and Article A27.0.

A27.0 TRANSFER AND MAINTENANCE OF ASSET

A27.1 Transfer and Maintenance of Asset. The Recipient acknowledges that:

- (a) it will not transfer ownership of, assign its long-term leasehold interest in, or, where applicable, fail to exercise an option to extend its leasehold interest in the Asset prior to the Survival Date, unless the Recipient obtains the prior written consent of the Province; and
- (b) should the Asset be damaged, destroyed or otherwise rendered unusable prior to the Survival Date, the Recipient will repair or rebuild as determined appropriate by the Province, and reopen the Asset within a reasonable period of time, unless the Province and the Recipient, acting reasonably, agree that reconstruction is not feasible.

A28.0 INDIGENOUS ENGAGEMENT

A28.1 Indigenous Engagement. The Recipient agrees to be bound by the terms and conditions of the Indigenous Engagement Protocol set out in Schedule “H”.

A28.2 Legal Duty to Consult. Until the Province is satisfied that any legal duty to consult and, where appropriate, to accommodate Indigenous communities has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province has no obligation to pay any Funds, as determined by the Province.

A28.3 Satisfaction with Consultation. If the Project requires consultation with one or more Indigenous communities, the Province must be satisfied that:

- (a) Indigenous communities have been notified and, if applicable, consulted;
- (b) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Indigenous communities consulted, concerns raised, and how each of the concerns has been addressed or, if not addressed, an explanation as to why not;
- (c) the Recipient is carrying out accommodation measure, where appropriate; and
- (d) any other information has been provided which the Province may deem appropriate.

A28.4 **Archaeological Assessments.** Where ground or water body disturbance is proposed in carrying out the Project, prior to undertaking site preparation or construction for the Project, the Recipient will:

- (a) undertake an archaeological potential evaluation, and
- (b) if an archaeological assessment is recommended, undertake the assessments on the sites upon which the Project will occur where ground disturbance is proposed.

A29.0 THIRD PARTY INVOLVEMENT

A29.1 **Third Party Involvement.** Where any aspect of the Project is carried out by a Third Party other than the Recipient, the Recipient will ensure the Third Party carries out that aspect of the Project, incurs Eligible Costs for which the Recipient may receive Funds, and otherwise conducts itself, in accordance with the spirit and intent of the Agreement.

A29.2 **Recipient's Obligations.** For greater clarity, the Recipient acknowledges that section A29.1 does not relieve the Recipient of any of its obligations under the Agreement.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,000,000
Percentage of Eligible Costs for the Cost Share Amount	Up to 50%
Maximum amount for Development Costs (20% of Maximum Funds)	\$200,000
Holdback Funds (10% of Maximum Funds)	\$100,000
Survival Date	September 27, 2031
Expiry Date	September 27, 2027
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$10,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Address: Ontario Ministry of Sport 777 Bay Street, 2 nd Floor, Suite 260 Toronto, Ontario M5G 2C8 Attention: Manager, Community Infrastructure Unit Email: CSRIF@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Janet Denkers Position: Clerk Administrator Address: 3236 River Street, PO Box 28, Alvinston, ON, N0N 1A0 Email: jdenkers@brookealvinston.com
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Stephen Ikert Position: Treasurer / Deputy CAO Address: 3236 River Street; PO Box 28 Alvinston, ON, N0N 1A0 Email: sikert@brookealvinston.com

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

C1.0 Project Title. The title of the Project is

Repairs to the Ice Surface & Plant of the Arena.

C2.0 Project Summary.

This Project will extend the life of the arena and improve its energy efficiency by renewing the in-floor piping for the ice surface and replacing the chiller, compressor and dehumidifier.

C3.0 Project Location.

Brooke-Alvinston-Inwood Community Centre Complex
3310 Walnut Street, Alvinston, ON N0N 1A0
Latitude (42.82547), Longitude (-81.86589).

C4.0 Project Description.

The Project will involve the following improvements to the arena:

- Replacing the in-floor piping and 15,300ft² concrete floor
- Replacing the existing chiller, compressor and dehumidifier
- Re-installing arena boards and glass

C5.0 Project Start Date. The Project start date is **June 1, 2025**.

C6.0 Project End Date. The Project end date is **September 27, 2026**.

C7.0 Project Workplan. The following table sets out the workplan for the Project with estimated dates of completion for each component of the plan and the Recipient will provide actual dates of completion as required in the Reports:

Key Milestone	Activities	Anticipated Start Date (mm/dd/yyyy)	Anticipated End Date (mm/dd/yyyy)
Chiller install	Install chiller	06/01/2025	07/15/2025
Procurement and Approvals	Research, launch bids and tenders, approvals, notification of tenders, review by Council	06/01/2025	12/01/2025
Ice removal	Remove ice from arena floor	04/01/2026	04/14/2026

Glass & Board Removal	Contract company to remove and store glass boards	05/01/2026	05/03/2026
Floor/brine lines removed	Contracted company to cut and remove existing ice surface floor, brine lines, aggregate	05/05/2026	05/12/2026
Floor Prep	Contracted company to prep floor for new brine lines to be installed	05/14/2026	05/21/2026
Brine Lines installed	Contracted company to install new brine lines and reconnect to header	05/26/2026	05/30/2026
Pour new floor	Contracted company to pour new ice surface floor	06/01/2026	06/06/2026
Curing of Floor	Ice surface floor to stay covered for approx. 30 days, up to 45 days	06/06/2026	07/20/2026
Reinstall boards and glass	Contracted company to reinstall glass and boards	07/22/2026	07/24/2026
Removal & install dehumidifier	Contracted company to remove current dehumidifier, retrofit platform and install new unit	08/10/2026	08/15/2026
Removal & install compressor	Contracted company to remove current #1 compressor and install new compressor	08/10/2026	08/15/2026
Start-up ice plant	Start-up ice plant to slowly bring ice floor down 1 degree each day for approximately 36 days	08/24/2026	09/27/2026

**SCHEDULE “D”
PAYMENT PLAN**

D1.0 DEFINITION

D1.1 **Definitions.** In this Schedule the following terms will have the following meanings:

“**Claims Report**” means a claims report in accordance with Schedule “E” (Reports).

“**Final Report**” means the final report in accordance with Schedule “E” (Reports).

“**Progress Report**” means a progress report in accordance with Schedule “E” (Reports).

D2.0 PAYMENT

D2.1 **Timing of Request.** The Recipient will submit a request for payment for Eligible Costs in a Claims Report to the Province within a reasonable time from when the Eligible Cost was incurred and in accordance with the timing identified in column 1 of Table 1.

D2.2 **No Penalty.** The Recipient is not required to submit a request for payment of an Eligible Cost and there is no penalty for failure to request payment for an Eligible Cost.

D2.3 **Payment of Funds.** Subject to the terms and conditions in the Agreement, the Province will provide payment of Funds to the Recipient up to the amount set out in column 3 of Table 1 in this Schedule “D” upon the Province’s satisfaction that the Recipient has met the conditions for payment in column 2 of Table 1 for the payment described in column 1 of Table 1.

D2.4 **No Payment Required.** In addition to any other applicable terms and conditions of the Agreement, the Province is not required to provide a payment:

- (a) unless the Recipient provides a request for payment in accordance with this Schedule “D”;
- (b) until the Province is satisfied with the Reports and other documentation required as conditions for payment in Table 1 below; and
- (c) until the Province has received and is satisfied with any and all Reports specified by the Province.

Table 1

Payment Date or Milestone	Conditions for Payment	Amount
<p>First Payment</p> <p>The Recipient may submit the initial Claims Report with the first Report required in the table in Schedule “E”.</p>	<ol style="list-style-type: none"> 1. The Agreement has been executed by both Parties. 2. The Recipient has provided to the Province the requisite documents that demonstrate compliance with the Agreement, including: <ol style="list-style-type: none"> a. Proof of Insurance required by section A10.2; b. Evidence of ownership or long-term leasehold interest required by section A2.1(f); c. Notice(s) of conflict of interest, if any, as required by Article 6.0. 3. The Recipient has provided the Province with the necessary information to facilitate a payment of Funds to the Recipient. 4. The Recipient has submitted the first Report within 90 days of Agreement execution that includes confirmation of approved signage installation, as required by section G5.5. 5. The Recipient has submitted the first Claims Report showing Eligible Costs incurred. 	<p>Up to the Maximum Funds less the Holdback Funds</p>
<p>Subsequent Payment(s)</p> <p>The Recipient may submit a Claims Report once per quarter, as</p>	<ol style="list-style-type: none"> 1. The Recipient has submitted a Claims Report showing additional Eligible Costs incurred. 	<p>Up to the Maximum Funds less the Holdback Funds and less any previous payments</p>

<p>necessary, on the following dates:</p> <ul style="list-style-type: none"> ○ May 20 ○ August 20 ○ November 20 ○ February 20 		
<p>Final Payment</p> <p>The Recipient may submit a final Claims Report with the submission of the Final Report, within 90 days of completion of the Project.</p>	<ol style="list-style-type: none"> 1. The Recipient has submitted the Final Report. 2. The Recipient has submitted a Claims Report showing additional Eligible Costs incurred. 	<p>Up to the Maximum Funds, including the Holdback Funds, less any previous payments</p>

**SCHEDULE “E”
REPORTS**

Report	Detail	Coverage Period	Due Date
Progress Report 1	A progress report is required to provide regular updates on the Project.	June 1 – November 30, 2025	On or before: December 19, 2025
Interim Report	An interim report is required upon reaching half-way through the Project’s timeline. This report will include forecasting information to the end of the fiscal year (March 31).	June 1, 2025 – January 31, 2026	On or before February 6, 2026
Progress Report 2	A progress report is required to provide regular updates on the Project.	February 1 – June 30, 2026	On or before: July 20, 2026
Final Report	The Final Report is due within 90 days of completion of Project.	June 1, 2025 – September 27, 2026	On or Before December 27, 2026

E1.0 REPORT DETAILS

E1.1 Claims Reports. The Recipient will submit a claims report containing the Recipient's request for payment for Eligible Costs in respect of the Project (a "Claims Report"). A Claims Report must be in the form prescribed by the Province and signed by an authorized signing officer of the Recipient. A Claims Report must include the following:

- (a) a detailed breakdown of invoices that are being claimed for reimbursement (all amounts to be presented in Canadian currency);
- (b) copies of original invoices (invoices in foreign currencies to include accompanying currency conversion statements in Canadian currency), receipts and associated documentation that may be required to validate the eligibility of costs, including but not limited to proof of payment;
- (c) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both;
- (d) an attestation by an authorized representative of the Recipient in a format acceptable to the Province that confirms the Eligible Costs claimed in the request for payment have been paid and incurred in accordance with the terms and conditions of the Agreement; and
- (e) such other information as the Province may request.

E1.2 Progress Reports. The Recipient will submit progress reports to the Province at the intervals set out in the table above ("Progress Report"). A Progress Report will be in the form prescribed by the Province and signed by an authorizing officer of the Recipient. The Recipient will ensure that each Progress Report includes, without limitation, and at the sole discretion of the Province, the following information in respect of the Project:

- (a) the Province's forecasted contributions to the Project;
- (b) the construction start date and the construction end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is completed, confirmation of completion in the form and manner prescribed by the Province;

- (f) confirmation that all required signage for the Project has been installed; and
- (g) any other Information respecting the Project that may be requested by the Province, acting reasonably.

E1.3 Interim Report. The Recipient will submit an interim report to the Province in accordance with the table above and in a form prescribed by the Province (“Interim Report”). The Interim Report(s) will be signed by an authorized signing officer of the Recipient and will include:

- (a) a detailed description of the progress of the Project to the date of the report or as specified;
- (b) a performance measurement plan, which shall consist of an updated construction schedule including baselines and targets related to short-, intermediate- and longer-term outcomes;
- (c) particulars of how the Communications Requirements have been implemented or applied;
- (d) an interim unaudited financial statement showing Project expenditures and revenues (including interest) prepared by a qualified person;
- (e) evidence in the form and manner determined by the Province of the percentage of the Project completed;
- (f) details of any variance from the Project (including timelines);
- (g) any changes to the Project’s financials since the last progress report and an up-dated forecast; and
- (h) any other information respecting the Project that may be requested by the Province, acting reasonably.

E1.4 Final Report. Within 90 days of the Project End Date, the Recipient will submit a final report (“Final Report”) in a form satisfactory to the Province, and signed by an authorized signing officer of the Recipient. A Final Report will include:

- (a) a detailed description of the Project as completed, including photographs;
- (b) a performance measurement plan, which shall consist of the confirmation of completion of construction in accordance with the construction schedule including baselines; and targets related to short-, intermediate- and longer-term outcomes;

- (c) particulars of how the Communications Requirements have been implemented or applied;
- (d) an audited financial statement which accounts for total Project revenue (including interest) and expenditures;
- (e) evidence in the form and manner determined by the Province that the Project has been completed;
- (f) a final Claims Report, if applicable, in the form(s) prescribed by the Province;
- (g) when requested, copies of all original invoices and receipts for the Project;
- (h) details of any variance from the Project (including timelines); and
- (i) any other information respecting the Project that may be requested by the Province, acting reasonably.

E1.5 Other Reports. Any other reports that the Province so directs on or before such date and with such content as the Province directs.

SCHEDULE "F"
ELIGIBLE AND INELIGIBLE COSTS

F1.0 ELIGIBLE COSTS

F1.1 The following is the list of Eligible Costs referred to in section A4.7 of Schedule "A":

- (a) Development Costs related to pre-construction directly required for the Project, excluding taxes on those costs, including:
 - i. architectural, engineering and developmental design costs;
 - ii. costs of mandatory assessments, evaluations, studies or surveys required to proceed with the Project, such as:
 - 1. Architectural, engineering, and heritage studies
 - 2. Risk assessment and technical studies
 - 3. Environmental assessments
 - 4. Archaeological assessments;
 - iii. costs associated with obtaining necessary approvals, licenses or permits, except where the Recipient is the entity providing the approval, license or permit; and
 - iv. costs related to following the Indigenous Consultation Protocol set out in Schedule "H", including the translation of documents into languages spoken by the interested Indigenous community(ies);
- (b) project management costs, including fees paid to professionals, technical personnel, consultants, and contractors specifically engaged to undertake the Project, excluding taxes on those costs;
- (c) costs for fixed equipment and technology that will be installed as part of the Project, excluding taxes on those costs, that consist of:
 - i. Permanently installed furnishings and equipment; or
 - ii. Exterior and interior finishes;
- (d) transportation and delivery costs for equipment and materials, excluding taxes;
- (e) construction and/or renovation costs, excluding taxes on those costs, including:
 - i. costs for materials;
 - ii. costs for equipment necessary to undertake the construction or renovation;
 - iii. all work done on the Project site in respect of the Project and preparation costs for same, including:
 - 1. demolition;

2. land clearing;
 3. excavation;
 4. grading;
 5. utility installation;
 6. erosion control;
 7. drainage systems;
 8. soil testing and stabilization
 9. foundation;
 10. framing;
 11. construction and installation;
 12. landscaping;
 13. off-site services necessary for the Project's completion if approved in advance by the Province; and
 14. temporary facility costs that are necessary for the Project's completion, including site offices, storage units, and access roads;
- iv. labour costs, except salaries of employees of the Recipient; and
- v. inspection fees;
- (f) communications costs insofar as they relate to the Communications Requirements (Schedule 'H')) and only to the extent allowed by the Communications Requirements; and
- (g) Any other cost or expenditure expressly permitted in writing by the Province.

F2.0 INELIGIBLE COSTS

F2.1 The following are examples of Ineligible Costs:

- (a) costs and expenditures incurred outside of the timeframe described in section A4.7(d) of Schedule "A";
- (b) costs related to any component of the Project other than its approved scope;
- (c) costs for the acquisition, expropriation or leasing of land, buildings, other facilities, or equipment, except the rental of equipment for the purpose of undertaking the Project;
- (d) costs for non-fixed or moveable equipment, technology and furnishings, including maintenance vehicles;
- (e) costs associated with developing the business case and applying for the Funds under this Agreement;
- (f) fundraising costs and costs related for developing business cases to support ongoing fundraising efforts for the Project;

- (g) costs for studies, assessments, surveys that are not required to proceed with the Project such as general feasibility studies or studies related to the development of business cases or other financial supports;
- (h) Travel, meal, hospitality, accommodation, or incidental costs or expenses of the Recipient or of a Third Party in a Contract with the Recipient;
- (i) costs related to regular operations or maintenance of the facility, including:
 - i. salaries and benefits of staff, even where staff is directly providing support to the Project;
 - ii. programming supplies (sports, recreation and fitness equipment that is not fixed, including portable nets, balls, mats);
 - iii. program delivery costs;
 - iv. maintenance material stock or vehicles;
 - v. utilities, administration, lease, and other operational costs;
- (j) costs for and related to legal services, audit services, financing, administration, loan payments, easements (surveys), banking, insurance, and bonding;
- (k) costs, charges, penalties or fees incurred or paid:
 - i. due to late or non-payment, rush request, contract termination or non-compliance;
 - ii. during the process of having a cost determined to be ineligible; or
 - iii. for stopping or cancelling all or part of the Project;
- (l) in-kind contributions or donations;
- (m) any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (n) taxes of any kind regardless of eligibility for rebate; and
- (o) any cost or expenditure that is not an Eligible Cost.

SCHEDULE “G”

COMMUNICATIONS REQUIREMENTS

G1.0 PURPOSE

- G1.1 This Schedule “G” describes the Recipient’s responsibilities and financial obligations involved in communications activities for the Project to recognize the contributions of the Government of Ontario.
- G1.2 This Schedule “G” does not relate to operational communications, including calls for tender, construction, design, property, emergency and public safety notices, which are the sole responsibility of the Recipient.

G2.0 GENERAL PRINCIPLES

- G2.1 The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications, ensuring equal recognition and prominence of the Government of Ontario’s financial contribution to the Project with the Recipient and any other contributors.
- G2.2 The financial contribution of the Government of Ontario will receive equal recognition and prominence with that of other contributors to the Project when logos, symbols, flags, and other types of identification are incorporated into events and signage, unless the Province specifies otherwise.
- G2.3 All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Government of Ontario.
- G2.4 All communications through electronic media, such as websites, are subject to the terms and conditions of this Schedule “G”.
- G2.5 All events and signage will follow the terms and conditions of this Schedule “G” and any other requirements that may be specified by the Province from time to time.
- G2.6 All communications referencing the Government of Ontario and/or making use of the Government of Ontario logo must be submitted a minimum of fifteen (15) working days in advance for review and approval by the Province prior to release. Usage of the Government of Ontario logo must follow the guidelines provided by the Province.

G3.0 PROJECT COMMUNICATIONS

- G3.1 Project Promotion

- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will produce, as appropriate, Project communications such as: a Project website, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of fifteen (15) working days before it takes place. The Recipient will also ensure appropriate recognition of the Government of Ontario's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (c) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

G4.0 **COMMUNICATING WITH THE PUBLIC**

G4.1 General

- (a) The Recipient shall notify and consult with the Province, a minimum of fifteen (15) working days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material, if necessary. Notwithstanding the advance notice requirement, consent shall not be unreasonably withheld by the Province or the Recipient if a news release or public announcement must be issued in less than fifteen (15) working days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project.
- (c) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under section G1.2 of this Schedule "G".
- (d) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.

- (e) The Province may monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

G4.2 Public Information Kits

The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and website material to inform the public about the Project. Such material shall be prepared in a manner consistent with this Schedule "G" and any core messages developed by the Recipient or the Province.

G4.3 News Releases

The Recipient and the Province may issue joint news releases upon Project milestones or at any other relevant time in the life of the Project. In all such news releases, the Government of Ontario shall receive equal prominence as the Recipient and any other contributors and all shall mutually agree on the use of quotes from designated representatives in the news releases.

G4.4 News Conferences, Public Announcements, Official Events or Ceremonies

- (a) The Recipient and the Province may agree to hold news conferences at the request of the other. The designated representative(s) of each of the Recipient and the Province shall be provided the opportunity to participate in such news conferences.
- (b) No public announcement relating to the Project, with the exception of those notices described in section G1.2 of this Schedule "G", shall be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province shall cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

G5.0 **SIGNAGE**

- G5.1 The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G5.2 Unless otherwise agreed by the Province, the Recipient will produce and install temporary signage recognizing the funding contributed by the Province at each Project site in accordance with the Province's signage guidelines.

- G5.3 Signage recognizing the Province's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G5.4 The Recipient will inform the Province of the sign installation, including providing the Province with photographs of the signage once it has been installed.
- G5.5 Signage recognizing the Province's contribution will be installed at the Project site(s) no later than 90 days from the date the last Party executes the Agreement, will be visible for the duration of the Project, and will remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G5.6 The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.
- G5.7 Except for signage acknowledging the Project funding, traffic control; safety devices; contractor signage; retail signage or normal construction related signage, no additional signage concerning the Project shall be erected at the Project site by the Recipient during the construction phase.

G6.0 **PLAQUE**

- G6.1 The Parties agree that the Province and the Recipient may each have plaques recognizing their funding contribution in respect of the Project.
- G6.2 In sections G6.3 to and including G6.8 and in Article G.7.0, every reference to "Plaque" means a plaque or such other marker as the Province may determine and communicate to the Recipient.
- G6.3 Unless otherwise agreed by the Province, the Recipient will design, produce and permanently install a Plaque recognizing the funding contributed by the Province at each Project site in accordance with specifications provided by the Province.
- G6.4 Prior to production of the plaque, the Recipient will obtain the Province's approval of the design of the Plaque.
- G6.5 The Plaque recognizing the Province's contribution will be installed in a prominent and visible location and the Recipient will obtain the Province's approval of the location prior to installing the Plaque.
- G6.6 The Recipient will inform the Province of Plaque installation, including providing the Province with photographs of the Plaque once it has been installed.

G6.7 The Recipient will install the Plaque recognizing the Province's contribution on each Project site by the later of 90 days following the completion of the Project or immediately before the Asset is fully operational or opened for public use.

G6.8 The Recipient is responsible for the production and installation of Project Plaque(s), and for maintaining the Plaque(s) in a good state of repair while the Asset is fully operational and open to the public, or as otherwise agreed upon.

G7.0 COST ALLOCATION

G7.1 Communications activities, including signage and Plaques, are to be carried-out at the Recipient's expense and may be considered Eligible Costs in accordance with the terms of the Agreement.

G8.0 DISPUTES, MONITORING AND COMPLIANCE

G8.1 The Province will monitor the Recipient's compliance with this Schedule "G", and may, at its discretion, advise the Recipient of issues and required adjustments. Should there be any disagreement or contentious issues, both the Recipient and the Province agree to use best efforts to resolve potential disputes, in good faith and acting reasonably.

SCHEDULE “H” INDIGENOUS CONSULTATION PROTOCOL

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Indigenous Consultation Protocol):

“**Indigenous Consultation Plan**” means the Indigenous Consultation Plan described in section H.2.1 (Development of Plan).

“**Indigenous Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

H.2.0 INDIGENOUS CONSULTATION PLAN

H.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous Consultation Plan.

H.2.2 **Procedural Aspects of Consultation.** If consultation with Indigenous communities is required, the Recipient agrees that:

- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province will provide the Recipient with an initial list of the Indigenous communities the Recipient will consult with.

H.2.3 **Provision of Plan to Province.** If, pursuant to section H.2.1, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.

H.2.4 **Changes to Plan.** The Recipient agrees that the Province, in the sole discretion of the Province and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

H.3.0 INDIGENOUS CONSULTATION RECORD

H.3.1 **Requirements for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it upon request.

H.4.0 RESPONSIBILITIES OF THE RECIPIENT

H.4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H.4.2 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H.4.1.

SCHEDULE "I"
FORM OF CERTIFICATE OF TITLE

SOLICITOR'S CERTIFICATE OF TITLE

RE: The Township of Brooke-Alvinston (the "Recipient") funding for improvements to the Property (as defined below)

AND RE: Recipient's Title to the property legally described as PT LT 19 CON 6 BROOKE AS IN AL4213; S/T L396659; BROOKE-ALVINSTON (PIN 43360-0061 (LT)) (the "Property")

TO: His Majesty the King in Right of Ontario, as represented by the Minister of Sport

This is to certify to His Majesty the King in Right of Ontario, as represented by the Minister of Sport, in connection with the Recipient receiving funding for implementing improvements to the Property that, as of the date of this Certificate:

1. The "Township of Brooke" is the registered owner of the Property in fee simple by transfer/deed registered on March 14, 1951, as Instrument No. AL4213, and order registered on January 6, 2000, as Instrument Number L842221, all in the Land Registry Office for the Land Titles/Land Registry Division of Lambton (LRO No. 25). The Township of Brooke amalgamated with the Village of Alvinston to form the Recipient as part of the Province of Ontario's 2001 municipal amalgamations in accordance with the *Municipal Act, 2001* (Ontario).
2. There are no easements, declarations of possession, restrictions, covenants, encumbrances or encroachments affecting registered title to the Property that prevent the construction, occupation and use of the improvements to the Property.
3. There are no leases, mortgages or any other agreements affecting registered title to the Property that prevent the construction, occupation and use of the improvements to the Property.
4. There are no outstanding arrears of property taxes, utility accounts for water or sewer services, local improvement charges or any special assessments or rates against the Property.
5. There are no liens of any nature or kind registered against title to the Property.
6. There are no outstanding municipal work orders or deficiency notices relating to the Property, nor is there any outstanding non-compliance with applicable building or zoning by-laws.
7. There are no outstanding executions affecting registered title to the Property.
8. The Recipient is a lower-tier municipal corporation pursuant to the *Municipal Act, 2001*.

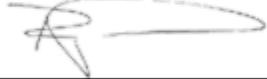
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9. An examination of registered title to the Property does not otherwise reveal any qualifications or restrictions or any parties with claims or rights that could preclude, defeat or adversely affect, in any material respect, the rights and interests of His Majesty the King in Right of Ontario as represented by the Minister of Sport, arising from the Transfer Payment Agreement effective May 30, 2025, or that could prevent the construction, occupation and use of the improvements to the Property.

10. I am a lawyer member in good standing of the Law Society of Ontario, qualified and insured to practice real estate law in the Province of Ontario.

In making this certificate, the undersigned hereby acknowledges, consents and agrees that, although the undersigned is counsel to the Recipient, His Majesty the King in Right of Ontario is relying upon, and is entitled to rely upon, this certificate and the opinions expressed herein for the purpose of confirming that the Recipient has registered title to the Property and is not restricted in the construction, occupation and use of the improvements to the Property.

DATED at Wyoming, Ontario, this 16th day of July, 2025.



Ryan Beauchamp, Barrister & Solicitor

Address: 789 Broadway Street
Wyoming, Ontario
N0N 1T0

SCHEDULE "J"
FORM OF LEGAL OPINION

Not applicable.