



# AGENDA

## Council Meeting

4:30 PM - Thursday, January 22, 2026  
Municipal Office

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**8. BY-LAWS**

- 8.1. By-law 38 of 2025 - 12th Concession Drain - third & final reading 64 - 65  
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**9. NEW BUSINESS**

**10. CLOSED SESSION**

**11. RISE AND REPORT**

**12. BY-LAW CONFIRMING PROCEEDINGS**

- 12.1. By-law 8 of 2026 - Confirming By-law 66  
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**13. ADJOURNMENT**



# MINUTES

## Council Meeting

4:30 PM - Thursday, January 8, 2026  
Municipal Office

The Council of the Municipality of Brooke-Alvinston was called to order on Thursday, January 8, 2026, at 4:30 PM, in the Municipal Office, with the following members present:

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

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

**Regrets:**

### 1 CALL TO ORDER

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

### 2 DISCLOSURE OF PECUNIARY INTEREST

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

### 3 MINUTES

a) Regular Council Meeting Minutes of December 11, 2025

#### **RESOLUTION-2026-001**

Councillor Jenny Redick made a motion that the meeting minutes of December 11, 2025 be approved as presented without error or omission. Councillor Craig Sanders seconded the motion.

**Carried**

### 4 BUSINESS ARISING FROM THE MINUTES

Councillor Redick noted that the fees increased at the Dec. 11th meeting, particularly the minor ball fee, was adjusted after the 2026 registration took place.

### 5 DELEGATIONS & TIMED EVENTS

a) Consideration of *Preliminary Report- Parker Lucas Drain Branch No. 1 and the Acton Drain*

Assessed owners present: Tony & Jane Straatman, Jeff Shea, Scott Leystra, Randy Holbrook, Lorne Faulds and Jim Holbrook.

Written comments on the Drain were received from Rita, Anton and Cornel Felder (dated Dec. 12, 2025)

Verbal comments on the Drain were heard from: Tony Straatman and Jeff Shea

#### **RESOLUTION-2026-002**

Councillor Craig Sanders made a motion that Option # 9 in the October 23, 2025 Parker Lucas Drain Branch No. 1 and the Acton Drain be approved to address the surface water concerns. Councillor Jenny Redick seconded the motion.

**Carried**

**b) Notice of Consideration - Tait Swartz Drain**

Assessed owners present: Ryan Van Damme, Dino Pasut Jr., Bob Van Damme

Written comments on the Drain were received from Sandra Swartz and Dino Pasut,

Verbal Comments on the Drain were heard from: Dino Pasut and Bob Van Damme; It was noted via Councillor Nemcek that Sandra Swartz was unable to attend due to a medical emergency.

**RESOLUTION-2026-003**

Councillor Craig Sanders made a motion that the Engineer's Report on the Tait-Swartz Drain be adopted. Councillor Jenny Redick seconded the motion.

**Carried**

**c) Notice of Consideration - 6 & 7 Sideroad Drain**

Assessed owners present: Ron Martin, John Douglas, Ron Robinson, Scott Leystra, Ross McCormick, Jeff Lassaline, Bud Kelly, Don Van Damme, Randy Molzan, Mr. MacDougall

Written comments on the drain were received from: Bud Kelly, Ron Robinson, Ross McCormick. Al McCormick contacted the Clerk earlier in the day requesting to withdraw his submitted comments.

Verbal comments on the Drain were heard from: Ross McCormick, Ron Martin, Bud Kelly, Ron Robinson, Don Van Damme and Jeff Lassaline and Public Works Superintendent Jamie Butler regarding Structure 21

**RESOLUTION-2026-004**

Councillor Craig Sanders made a motion that the Engineer's Report on the 6 and 7 Sideroad Drain have no action taken. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

**d) Notice of Consideration - Chanyi Drain**

Assessed owners present - Councillor Sanders

The assessed owner requested that he be able to do the brushing before the contractor begins.

**RESOLUTION-2026-005**

Deputy Mayor Frank Nemcek made a motion that the Engineer's report on the Chanyi Drain be adopted as presented. Councillor Don McCabe seconded the motion.

**Carried**

**6 CORRESPONDENCE**

**a) Municipal Correspondence**

**RESOLUTION-2026-006**

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

**Carried**

- b) Municipality of Magnetawan - Site Readiness Program

**RESOLUTION-2026-007**

Councillor Don McCabe made a motion that the Municipality of Brooke-Alvinston supports the request from the Municipality of Magnetawan to urge the Province of Ontario to revise its grant funding criteria to recognize and accept these alternative servicing methods as eligible infrastructure, and to ensure that rural and northern municipalities lacking municipal gas, water and wastewater systems are not excluded from support. Councillor Jenny Redick seconded the motion.

**Carried**

- c) Township of Nairn and Hyman - Steel & Lumber Sectors

**RESOLUTION-2026-008**

Councillor Craig Sanders made a motion that the request from the Township of Nairn and Hyman be received and filed. Councillor Jenny Redick seconded the motion.

**Carried**

- d) Liana Russwurm - Art Class Sponsorship

Councillor Nemcek declared a conflict of interest as he is an Alvinston Optimist member.

**RESOLUTION-2026-009**

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston donate \$500.00 for art class sponsorship. Councillor Jenny Redick seconded the motion.

**Carried**

## 7 STAFF REPORTS

- a) **Treasurer's Report:** Accounts Payable Listing - December 2025

**RESOLUTION-2026-010**

Councillor Jenny Redick made a motion that Council receive and file the Accounts Payable Listing for December 2025. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

- b) **Clerk Administrator's Report:** Municipal Health & Safety Policy 2026

**RESOLUTION-2026-011**

Councillor Jenny Redick made a motion that the Council of the Municipality of Brooke-Alvinston approve the Health & Safety Statement for 2026. Councillor Don McCabe seconded the motion.

**Carried**

- c) **Clerk Administrator's Report:** Schedule F - Planning & Development Fees

**RESOLUTION-2026-012**

Councillor Jenny Redick made a motion that the fees for Zoning Amendments be increased to \$1,200 (from \$900); and that the fee for minor variances be increased to \$750 (from \$550) in Schedule F of the fees by-law. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

- d) **Public Works Superintendent's Report:** 2026 Dust Suppressant

**RESOLUTION-2026-013**

Councillor Don McCabe made a motion that the Council of the Municipality of Brooke-Alvinston acknowledge the report provided by the Public Works Superintendent regarding the 2026 dust suppressant needs for the Municipality; and that the quote received from Den Mar Brines for \$263.15 flake/ tonne be accepted prior to budget approval; and that Council waives the requirements for a competitive process in favour of a negotiated process with Den Mar Brines for the provision of dust suppressant for the Municipality for the reason that the Public Works Superintendent has worked extensively with this supplier in the past and has obtained a price for the product that is within the draft budgeted amount and is anticipated to be lower than other suppliers. Councillor Craig Sanders seconded the motion.

**Carried**

**8 BY-LAWS**

- a) Proposed By-law 1 of 2026 - Interim Tax Levies

**RESOLUTION-2026-014**

Deputy Mayor Frank Nemcek made a motion that By-law 1 of 2026 be read a first, second and third time and finally passed this 8th day of January, 2026. Councillor Craig Sanders seconded the motion.

**Carried**

- b) Proposed By-law 2 of 2026 - Penalty & Interest

**RESOLUTION-2026-015**

Councillor Jenny Redick made a motion that By-law 2 of 2026 be read a first, second and third time and finally passed this 8th day of January, 2026. Councillor Craig Sanders seconded the motion.

**Carried**

- c) Proposed By-law 3 of 2026 - Borrowing By-law

**RESOLUTION-2026-016**

Councillor Don McCabe made a motion that By-law 3 of 2026 be read a first, second and third time and finally passed this 8th day of January, 2026. Councillor Craig Sanders seconded the motion.

**Carried**

- d) Proposed By-law 4 of 2026 - Tait-Swartz Drain - First and Second Reading

**RESOLUTION-2026-017**

Councillor Jenny Redick made a motion that By-law 4 of 2026 (Tait-Swartz Drain) be read a first and second time. Deputy Mayor Frank Nemcek seconded the motion.

**Carried**

- e) Proposed By-law 5 of 2026 - Chanyi Drain - First and Second reading

**RESOLUTION-2026-018**

Councillor Jenny Redick made a motion that By-law 5 of 2026 ( Chanyi Drain) be read a first and second time. Councillor Don McCabe seconded the motion.

**Carried**

**9 NEW BUSINESS**

- a) Hockeyville - not discussed
- b) The Mayor requested that staff prepare a report to Council on fees per house for storm drains in town.
- c) Councillor Redick requested staff look into her list of potential efficiencies which include:
  - i) access / franchise fees for utilities
  - ii) Canada Post outlet costs
  - iii) sponsorships on decorative lighting
- d) The Arena Floor Project was briefly discussed. It was confirmed that the project is set to happen April 1 - October 1, 2026
- e) Councillor Sanders inquired about cutting back gravel on some roads and adding more to other problem areas

**10 CLOSED SESSION**

**11 RISE AND REPORT**

**12 BY-LAW CONFIRMING PROCEEDINGS**

- a) By-law 6 of 2026 - Confirming By-law

**RESOLUTION-2026-019**

Councillor Jenny Redick made a motion that By-law 6 of 2026 be read a first, second and third time and finally passed this 8th day of January, 2026 Councillor Craig Sanders seconded the motion.

**Carried**

**13 ADJOURNMENT**

Councillor Nemcek made a motion to adjourn the meeting at 7:05 p.m.

\_\_\_\_\_  
Clerk-Administrator

\_\_\_\_\_  
Mayor



## BROOKE-ALVINSTON COMMITTEE OF ADJUSTMENT

**PROVISIONAL CONSENT**  
 (Ont. Regulation 197/96)

\*\*\*DECISION\*\*\*

FILE NO. B-001 / 26

In the case of an application for consent from MTMR Property Developments Inc. (C/O Matt Roswell) made under Section 53 of the Planning Act, as it affects the property legally known as 3139 River Street, and described as Plan 1, Lot 20 in the Municipality of Brooke-Alvinston, in the County of Lambton as described in the application.

**DECISION:** GRANTED WITH CONDITIONS

**CONDITIONS:**

1. That a copy of the deed and R.D. Plan or survey be submitted to the Secretary-Treasurer in digital format, if available, and properly georeferenced to the NAD83 UTM Zone 17 Coordinate System, and in a form suitable for registration.
2. That a fee of \$300.00 be paid to the Municipality of Brooke-Alvinston by cash or cheque;
3. That all conditions be fulfilled within two years of the notice of decision of this consent. That the certification of consent required by Section 53(42) of The Planning Act, be obtained within one year of the notice of decision of this consent. *The Municipality will endeavour to send the applicant a reminder that the Provisional Consent is approaching its lapsing date. However, each applicant is responsible for ensuring that the Provisional Consent does not lapse. If the Provisional Consent does lapse (meaning the deeds have not been stamped within one year of the notice of decision of the consent), a new application will be required. There is no provision in The Planning Act for extensions to the Provisional Consents;*
4. That the applicant(s) enter into an agreement with the municipality for the apportionment of drainage assessments on the involved properties;
5. That a draft reference plan be prepared by an Ontario Land Surveyor for the purposes of facilitating the transaction of Consent Application B001/26 and that this plan be approved by the Municipality prior to being deposited with the Land Registry Office
6. That any outstanding property taxes be paid in full
7. That drain assessment schedules be revised in accordance with the Drainage Act, as amended, to be commissioned and paid for by the owners, to the satisfaction of the Municipality
8. That independent access to the severed and retained lands be provided to the satisfaction of the Municipality
9. That a municipal 911 address be assigned to the retained lands and a 911 sign be posted on the retained and severed properties

Members concurring in the above ruling:

Christa Sawyer

Randy Hills

Don McCabe

Craig Sanders

\*\*\* CERTIFICATION \*\*\*

I, Janet Denkers Secretary-Treasurer for this meeting of the Brooke-Alvinston Committee of Adjustment in the County of Lambton certify that the above is a true copy of the decision of the Committee with respect to the application recorded electronically herein which was brought before the Committee on January 13, 2026 with the Notice of Decision being mailed January 14, 2026

Janet Denkers, Secretary-Treasurer  
 Municipality of Brooke-Alvinston Committee of Adjustment



## MUNICIPALITY OF BROOKE-ALVINSTON

### LANDOWNER NOTIFICATION

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January 15, 2026

To: Affected Landowners of the Kennedy Drain

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

RE: Kennedy Drain Update

Notices for a Public Meeting on the Kennedy Drain under Section 78 of the Drainage Act were sent out in December 2025 to all affected landowners. The meeting was held on January 15, 2026 at the Municipality of Brooke-Alvinston Municipal Office.

Due to the stormy weather that occurred, no affected landowners showed up to the meeting. No landowners contacted the engineer or the municipality prior to the meeting with any questions or concerns.

Therefore, this letter provides a summary update on the Kennedy Drain, as follows:

- A request was received from Ms. Christa Sawyer of Sawyer Family Farms Ltd. that the culvert located in the E1/2 Lot 13, Concession 10 had failed and needed immediate replacement.
- As the Drainage Report for the Kennedy Drain did not outline proper culvert specifications and proper assessment rationale for assessing out this work, a new drainage report was required. As this work was deemed emergency, a letter was sent to the Ministry for Emergency Designation which would allow the culvert to be replaced ahead of a report being completed and the Drainage Public Process.
- The Minister granted the emergency designation and the culvert was replaced shortly after.
- The meeting that was scheduled for January 15, 2026 was the first meeting required under the Drainage Act, called the "Onsite Meeting". This starts the public portion of the project.
- The work completed on the replacement will be outlined in an engineer's report. This report will be sent to you at a later date for consideration at a future Council Meeting.

Therefore, the path forward is that the Kennedy Drain will be surveyed, all culverts will be inspected, the engineer's report will be finalized, and public meetings to be held to discuss the work and costs. You will receive a copy of the report once it is filed with Council.

At this time, what I require is that any landowners who would like any additional work completed on the drain, to please contact the undersigned at 519-882-0032 ext. 203 or [david@dobbineng.com](mailto:david@dobbineng.com). Work requests can include other culvert replacements. If your culvert requires replacement, someone will be in touch with you to discuss.

If you have any questions, comments, or concerns please reach out to me.

Thank you,

A handwritten signature in black ink, appearing to read "D. Moores".

David Moores  
Drainage Superintendent



## MUNICIPALITY OF BROOKE-ALVINSTON

### LANDOWNER NOTIFICATION

January 15, 2026

To: Affected Landowners

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

RE: 15-16 Sideroad Drain Update

Notices for a Public Meeting on the 15-16 Sideroad Drain under Section 78 of the Drainage Act were sent out in December 2025 to all affected landowners. The meeting was held on January 15, 2026 at the Municipality of Brooke-Alvinston Municipal Office.

Due to the stormy weather that occurred, only five (5) landowners showed up to the meeting.

Therefore, this letter provides a summary update on the 15-16 Sideroad Drain, as follows:

- In May of 2022 culvert repairs were completed to Mr. Jim Mihalik's culvert on Old Walnut Rd as a sinkhole formed in the driveway.
- In November of 2022 an onsite was held at the drain to discuss the culvert repairs and to notify landowners that a new engineer's report was required under Section 76 to provide proper assessment rationale for culverts.
- After the meeting, Mr. Bob McLachlin contacted the Drainage Superintendent that the gabion basket weir located at the outlet of the drain south of Courtright Line was failing, with water swirling behind the wall and causing erosion downstream.
- The weir was inspected and it was determined that repairs or replacement would be required.
- A report to Council was submitted to revised the appointment of R. Dobbin Engineering from a Section 76 report to a Section 78 report so that the weir could be reviewed and work completed as required.
- R. Dobbin completed an investigation with survey and a cost estimate, c/w draft assessment schedules. The plan was for a meeting to be arranged with affected landowners to discuss the project.

- In July of 2025 Mr. Bob McLachlin submitted a written request to replace the weir.
- A meeting was held with affected landowners on January 15, 2026.
- The project scope (rebuild the rock weir and address erosion concerns) with estimated costs was presented to those in attendance.
- No concerns were received at the meeting.

Therefore, the path forward is that the engineer's report will be finalized and public meetings to be held to discuss the work and costs. You will receive a copy of the report once it is filed with Council.

If you have any questions, comments, or concerns please contact the undersigned at 519-882-0032 ext. 203 or [david@dobbineng.com](mailto:david@dobbineng.com).

Thank you,



David Moores  
Drainage Superintendent



## St. Clair Region Conservation Authority Meeting Highlights – December 11, 2025

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

**2026 Budget:** The SCRCA Board of Directors approved the 2026 Authority budget of \$9,034,753 including the municipal general operating levy of \$1,743,739 and general capital levy of \$16,691. Municipal contributions account for approximately 19% of the total budget. The remainder of the funds come from fundraising, government grants, and self-generated funds such as camping fees, and fees for services (e.g., tree planting, permits, education programs, etc.).

**Sydenham Phosphorus Reduction Initiative (SPRI):** Craig Patterson, Manager of Biology and Jessica Van Zwol, Healthy Watershed Coordinator presented an update on the Sydenham Phosphorus Reduction Initiative (SPRI), launched in September 2024. The purpose of the program is to reduce phosphorus inputs into Lake Erie through the implementation of rural best management practices, strategic monitoring, and outreach and education. To date the program has provided close to \$800,000 to landowners, supporting over 205 projects including cover crops, wetland creation, tree planting, and equipment purchases and modifications, among others. Three monitoring stations have been installed to monitor water quality during large precipitations events and five edge of field monitoring stations are measuring water quality originating from agricultural runoff. Outreach and education activities have included the engagement of over 2,000 students in the Future Farmers education program and the planning of the upcoming soil health conference – Phosphorus: The Balancing Act – scheduled for February 2026. Feedback has been positive from landowners, partners, teachers, and students. Funding for the program has been secured through the Canada Water Agency until March 2028.

### **Ontario Bill 68 and Proposed Consolidation of Ontario's Conservation**

**Authorities:** On November 27<sup>th</sup>, 2025, the Government of Ontario passed Bill 68 which included changes to the *Conservation Authorities Act* that would see the creation of a new provincial agency – the Ontario Provincial Conservation Agency – to oversee the governance of Ontario's Conservation Authorities (CAs) and the consolidation of CAs into seven regional bodies. Under the current proposed boundaries, the St. Clair Region Conservation Authority would be merged with 7 other existing Authorities creating the Lake Erie Regional Conservation Authority, spanning over 23,000 km<sup>2</sup> and 81 municipalities. Board members were encouraged to contact their local MPPs to voice concerns and comment on the ERO posting, open for comment until December 22<sup>nd</sup>.

**A.W. Campbell Conservation Area Master Plan:** The Board of Directors approved the final master plan for the A.W. Campbell Conservation Area that included updates and revisions stemming from a 45-day public comment period. In total, 39 responses on the

draft plan were received by a variety of affiliations including Indigenous communities, municipal partners, campers, and the general public.

**Watershed Conditions:** Streamflows are trending above indicator thresholds, likely a result of early snowmelt and removal of debris and beaver dams. The 1-month and 3-month precipitation amounts remain low, with stations reporting below the drought condition indicator threshold. The watershed remains in a Level 1 low water status. Water levels on the surrounding Great Lakes continue to drop, with Lakes Huron, St. Clair, and Erie reporting near their respective long-term averages.

**Planning and Regulations Activity:** Between October 1<sup>st</sup> and October 31<sup>st</sup>, 2025, staff issued 15 permits and responded to 62 inquiries under O. Reg 41/24 – Prohibited Activities, Exemptions, and Permits. Additionally, 3 permits were issued during the same timeframe under the *Drainage Act* and Section 28 Regulations Team (DART) protocol. Planning activity between October 1<sup>st</sup> and October 31<sup>st</sup>, 2025, included the review and comment on 48 municipal plan input and review files, 1 environmental assessment, and 12 legal inquiries.

**Conservation Education Update:** The St. Clair Region Conservation Authority education team is completing delivery of fall field trips at the Lorne C. Henderson Conservation Area in Petrolia. Approximately 1,900 students and 300 adult participants will participate in programming from 21 different watershed schools. As part of the Sydenham Phosphorus Reduction Initiative (SPRI), staff are delivering the 5-day Future Farmers program, which provides an in-depth look at agriculture and how agriculture can help reduce phosphorus loading in local waterbodies. Seven classes with roughly 175 students are participating in the program this semester which includes 4 days of learning and one field trip to local agricultural operations where students are provided the opportunity to learn directly from farmers.

**St. Clair River Area of Concern:** Approximately 85 people attended the annual St. Clair River Evening held on October 23, 2025, at the Corunna Legion. Speakers highlighted projects that have been completed in the St. Clair River AOC over the past 30 years, including habitat projects and the contaminated sediment remediation project. A member of Walpole Island First Nation also spoke about the Indigenous connection to water. Feedback received from the event was quite positive.

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

Ministry of Agriculture,  
Food and Agribusiness

Ministère de l'Agriculture,  
de l'Alimentation et de l'Agroentreprise

Office of the Minister

Bureau du ministre

77 Grenville Street, 11th Floor  
Toronto, Ontario M7A 1B3  
Tel: 416-326-3074

77, rue Grenville, 11<sup>e</sup> étage  
Toronto (Ontario) M7A 1B3  
Tél. : 416 326-3074



Ontario

January 12, 2026

Janet Denkers  
Clerk-Administrator  
Municipality of Brooke-Alvinston  
jdenkers@brookealvinston.com

Dear Janet Denkers:

I am pleased to announce that the 2026 Agricultural Impact Assessment (AIA) Guidance Document is now available on Ontario.ca as Publication 861: Agricultural Impact Assessment (AIA) Guidance Document and the Environmental Registry of Ontario. This updated guidance reflects stakeholder input and recent provincial policy changes, and is intended to support municipalities, consultants and interested parties in meeting the agriculture impact assessment requirements of the Provincial Planning Statement, 2024.

Agricultural impact assessments are an important tool for identifying and addressing the potential impacts of non-agricultural development on the agricultural system, promoting compatibility between agricultural and non-agricultural land uses, and supporting thoughtful land use planning and the long-term viability of Ontario's agricultural sector.

Ontario farms contribute significantly to local economies while supporting access to high-quality food both domestically and globally. The agri-food sector employs over 836,000 people and contributed \$48.8 billion to our provincial economy. Our government is committed to supporting the growth of the agriculture and food industry, which is why we released Grow Ontario: a provincial agri-food strategy to strengthen the agri-food sector, support economic growth, and ensure an efficient, reliable and responsive food supply for Ontarians.

I want to take this opportunity to thank you for your ongoing commitment to supporting the long-term viability of agriculture alongside planning for growth in Ontario. Should you have any questions about the Agricultural Impact Assessment guidance, please contact OMAFA staff at: [www.ontario.ca/page/agricultural-land-use-planning-staff](http://www.ontario.ca/page/agricultural-land-use-planning-staff).

Sincerely,

Trevor Jones  
Minister of Agriculture, Food and Agribusiness



Good things grow in Ontario  
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2  
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2



Office of the City Clerk, City Hall  
500 George Street North  
Peterborough, Ontario  
K9H 3R9

December 3, 2025

Honourable Doug Ford, Premier for the Government of Ontario;  
Honourable Michael S. Kerzner, Minister of the Solicitor General;  
Honourable Rob Flack, Minister of Municipal Affairs and Housing;  
Association of Municipalities of Ontario (AMO);  
Mary ten Doeschate, Peterborough Police Services Board Chair; and  
Councils of each of Ontario's municipalities.

**Subject: Sustainable Funding for Police Services Request**

The following resolution, adopted by City Council at its meeting held on November 3, 2025, is forwarded for your consideration.

Moved by Councillor Crowley  
Seconded by Councillor Vassiliadis

**Whereas municipalities across Ontario are required to maintain a police service; and**

**Whereas municipalities across Ontario are required to constitute a municipal board to have policing responsibility for the municipality, or enter into a written agreement for an alternate provision of policing services; and**

**Whereas the City of Peterborough has constituted a municipal board; and**

**Whereas municipalities, across Ontario, with a police service board, are required to “ensure adequate and effective policing is provided in the area for which they have policing responsibility in accordance with the needs of the population in the area and having regard for the diversity of the population in the area” and**

**Whereas police service boards within municipalities where court proceedings are conducted are required to ensure the security of judges, other judicial officials, members of the public participating in court proceedings, ensuing the secure**



**custody of persons in custody who are on or about the premises, including persons taken into custody at proceedings; and**

**Whereas the provision of court security is not part of providing adequate and effective policing; and**

**Whereas the cost of providing court security is a cost of the municipality, regardless of whether all matters originate within that municipality; and**

**Whereas municipalities across Ontario are required to have and maintain critical infrastructure, including appropriate police facilities and equipment, to ensure adequate and effective policing is provided; and**

**Whereas municipalities across Ontario are experiencing increased police operating and capital costs directly related to new compliance and operational standards required under the Community Safety and Policing Act, 2019; and**

**Whereas these cost increases stem from provincially mandated requirements — including training, certification, technology, reporting, and staffing obligations — necessary to bring local police services into compliance with the Act; and**

**Whereas municipalities have no discretion in implementing these measures and limited ability to absorb the resulting financial pressures within existing budgets; and**

**Whereas policing is a provincially legislated responsibility, yet municipalities are bearing the brunt of the costs to implement provincial mandates;**

**Therefore, be it resolved that:**

**Council request that the Province of Ontario provide targeted financial assistance to municipalities to offset any additional costs that are directly and demonstrably incurred as a result of compliance with the Community Safety and Policing Act, 2019, and not general increases to police budgets; and**

**Therefore, be it further resolved that:**

**Council urge the Province of Ontario to review and reform its current police grant programs to ensure a more equitable distribution of funding to municipalities so that communities with growing populations and expanding service demands receive fair and sustainable provincial support; and**

**Therefore, be it further resolved that:**

**Council request that the Province of Ontario provide stable sustainable funding to offset costs associated with the provision of providing court security services; and**



City of  
Peterborough

**That this resolution be forwarded to the Premier of Ontario, the Minister of the Solicitor General, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO), the Peterborough Police Services Board Chair, and all Ontario municipalities for endorsement.**

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kennedy".

John Kennedy  
City Clerk



*Mary ten Doeschate, Chair*

*Drew Merrett, Vice-Chair*

*Mayor Jeff Leal*

*Councillor Gary Baldwin*

*Steve Girardi*

December 18, 2025

City of Peterborough (Sent via email)  
500 George St. N.  
Peterborough, ON K9H 3R9

**Attention: Members of Council**

**Jasbir Raina, Chief Administrative Officer**

**Richard Freymond, Commissioner of Finance and Corporate Support Services**

**John Kennedy, Clerk**

Members of Council, Mr. Raina, Mr. Freymond and Mr. Kennedy:

**Re: Council Resolution – Stable Funding for Police Service Boards**

The Peterborough Police Service Board unanimously passed the following motion at their Board meeting held on December 16, 2025:

**Moved by Drew Merrett**

**Seconded by Jeff Leal**

**That the Board receive for consideration and endorsement the Peterborough City Council resolution made November 3, 2025 regarding stable funding for Police Service Boards.**

Accordingly, the Board sends this letter in support of Council's call for the Province of Ontario to review and reform its current police grant programs to ensure a more equitable distribution of funding to municipalities; the Board believes increased and sustainable funding support from the Province is necessary to ensure the Board can meet its legislated mandate of providing adequate and effective policing in the City of Peterborough.

Sincerely,

Mary ten Doeschate,  
Chair

***Peterborough Police Service Board***

***500 Water Street, P.O. Box 2050 Peterborough, Ontario K9J 7Y4***

***Telephone: 705-876-1122 ext. 220 Fax: 705-876-6005***

***www.peterboroughpolice.com***



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Special Budget Meeting  
**Meeting:** Council - 22 Jan 2026  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That a special meeting be scheduled for the 2026 budget discussions on Feb. 5, 2026 at 4:30 p.m..**

### Background:

The development of the annual municipal budget generally requires multiple meetings to allow Council to review departmental submissions, consider financial pressures, and provide direction to staff.

The first 2026 Budget Meeting was held on December 11, 2025 during which Council reviewed preliminary forecasts and identified areas requiring further analysis at the January 8, 2026 meeting.

To maintain the established budget timeline and ensure adequate opportunity for public engagement, a second meeting is required.

### Comments:

Staff recommend that the second 2026 Budget Meeting be scheduled for **February 5, 2026**.

This date provides sufficient time for staff to incorporate Council's feedback into an updated document. In accordance with the Municipal Act, we will provide notice of the meeting on our website. Any public comments on the budget can be received prior to the meeting.

### Financial Considerations:

None associated with the scheduling of the meeting.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Committee of Adjustment Vacancy  
**Meeting:** Council - 22 Jan 2026  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Ken McGugan be appointed to the Committee of Adjustment effective February 1, 2026 and that staff administratively amend the appointment by-law to reflect this.**

### Background:

Public members on the Committee of Adjustment are appointed for a three year term. Members are not allowed to serve more than two consecutive terms. Ken McGugan's first year tenure has ended effective February 1st.

Direction was provided to the Clerk Administrator to advertise for the vacancy and utilize County of Lambton Planning staff to assist with interviews if needed. With only one application received, interviews were not required.

### Comments:

We had 1 application for the position - Ken McGugan

I can confidently recommend Ken McGugan to the Committee of Adjustment vacancy for a three year term for the following reasons:

- 1) He understands the Planning principles and overall concept of minor variances and consents
- 2) He has municipal knowledge on precedent set and overall landscape of the Municipality
- 3) He has served well on the Committee in the past

### Financial Considerations:

None associated with this report.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Seniors Advisory Committee Recruitment  
**Meeting:** Council - 22 Jan 2026  
**Department:** Council  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That the Municipality re-appoint Jeannette Douglas to serve on the Seniors Advisory Committee to represent Brooke-Alvinston.**

### Background:

The County of Lambton has endorsed a Seniors Advisory Committee and is requesting representation to select one (1) representative from each municipality in Lambton.

The intent of the Seniors Advisory Committee is to assist in identifying gaps in services and programs available to seniors in Lambton County.

Jeannette was initially appointed for a two year term and subsequently a 1 year term. The appointments are staggered so a knowledge base is not lost with all new members. The next appointment period is for 2 years.

### Comments:

The mandate of the Committee is to identify and report to the Warden and County Council on issues that affect seniors in Lambton County by:

1. Acting as a liaison for seniors to enrich the health and quality of life for all seniors
2. Soliciting input and acting as a representative for issues that affect local seniors
3. Addressing other issues as identified by the Seniors Advisory Committee

Jeannette Douglas has offered to service on the committee for the subsequent 2 year term.

### Financial Considerations:

None associated with this report.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** 2026 Rabies Clinic  
**Meeting:** Council - 22 Jan 2026  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Brooke-Alvinston host a Rabies Clinic in the pavilion at the BAICCC on April 18, 2026 in the Pavilion.**

### Background:

The Municipality annually hosts a Rabies Clinic in Brooke-Alvinston. Many residents and residents of surrounding areas take advantage of the clinic as it offers rabies shots at a low cost.

### Comments:

Local Veterinarians have been contacted and have expressed interest in participating in the clinic.

The pavilion worked well for the event last year and by that date, the washrooms can be opened for the season.

The Alvinston Feral cats program members could be invited to set up a display advertising their program that day.

### Financial Considerations:

The Municipality only hosts the clinic, the veterinarians receive payment for the rabies vaccinations. The Municipality will advertise the event via newsletter, website and social media and waives the rental fee of the pavilion for the event.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Transfer Payment Agreement - Fire Protection Grant  
**Meeting:** Council - 22 Jan 2026  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Council authorize the Mayor and Clerk to sign the attached agreement under Authorizing By-law 7 of 2026.**

### Background:

The Municipality applied and was approved for funding under the Fire Protection Grant.

### Comments:

Under the Ministry of Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health & safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided.

The Fire Protection Grant allocation is based on projects undertaken at the local level, targeting cancer prevention initiatives for firefighters and minor infrastructure modernization. In 2025, \$7,227 was awarded to upgrade fire fighter protective hoods to particulate non-pfsa hoods.

An application was approved for the purchase of wipes, cleaners and soaps for decon; purchase and installation of a soap dispensing pump on the gear extractor; purchase of extinguishing agents, extinguishers and piercing nozzle for EV operations

### Financial Considerations:

The Municipality was awarded \$13,882.

### ATTACHMENTS:

[BROOKE-ALVINSTON TOWNSHIP-TPA-FINAL](#)

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the

**BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by the enter the full legal title of the Minister**

(the “**Province**”)

- and -

(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” - Budget
  - Schedule “E” - Payment Plan
  - Schedule “F” - Reports.
- 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 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 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 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.

**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 Office of the Fire Marshal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Carrie Clarke

**Title:** Deputy Fire Marshal

\_\_\_\_\_  
**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 of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**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.

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

“**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.

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

**“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.

**“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”.

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

**“Reports”** means the reports described in Schedule “F”.

## **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 and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including 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.

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

- (a) the full power 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 to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to 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.

### **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 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 “E”; 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 the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) 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 in accordance with the Budget;
  - (d) not use the Funds to cover any 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.
  - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- 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.
- 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 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 at the address set out in Schedule "B" :
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
  - (ii) any other reports in accordance with any timelines 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 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 the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **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.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will 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.

## **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 AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 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.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 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.

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

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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.

**A15.3 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.

**A15.4 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".

**A15.5 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.

## **A16.0 NOTICE**

**A16.1 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.

**A16.2 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; or
- (b) 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.

A16.3 **Postal Disruption.** Despite section A16.2(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.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **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.

#### **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **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.

#### **A19.0 WAIVER**

A19.1 **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.

A19.2 **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.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **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.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **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.

## **A22.0 GOVERNING LAW**

A22.1 **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.

## **A23.0 FURTHER ASSURANCES**

A23.1 **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.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **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.

**A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **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.

**A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **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 Her 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.

**A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, 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 A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	March 31, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$ 5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development &amp; Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p><b>Attention:</b> Katrina Nedeljkovich, Operations Manager</p> <p><b>Address:</b> 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p><b>Phone:</b> 705-305-4595</p> <p><b>Email:</b> <a href="mailto:Katrina.nedeljkovich@Ontario.ca">Katrina.nedeljkovich@Ontario.ca</a> / <a href="mailto:OFMGrants@Ontario.ca">OFMGrants@Ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>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</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

None

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## **SCHEDULE “C” PROJECT**

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The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

**SCHEDULE "D"**  
**BUDGET**

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Funding will be provided to the  
upon execution of this Agreement.

Funding will be provided to the  
explicitly for the purchase of one, or a combination of, the items prescribed within the  
listed summary in Schedule "C". Copies of all invoices and receipts for said items will  
be provided to the Office of The Fire Marshal as part of the Report Back described in  
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31<sup>st</sup>, 2025.  
Subsequently, the funds must be spent by the municipality by the end of Provincial  
Financial Quarter Three (Q3) (December 31, 2025).

**SCHEDULE "E"**  
**PAYMENT PLAN**

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**E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule "B".

**E.2 PAYMENT SCHEDULE**

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

**SCHEDULE "F"  
REPORTS**

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As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Gravel Application Recommendations  
**Meeting:** Council - 22 Jan 2026  
**Department:** Public Works  
**Staff Contact:** Jamie Butler, Public Works Superintendent

### Recommendation:

**That our current practice of frequency and volumes of gravel application to roads be maintained.**

### Background:

The Municipality of Brooke-Alvinston has maintained the practice of applying gravel and dolomite to roads every other year. The North roads (approx. 80 km) get regular gravel one year and the South roads (approx. 65 km) and Dolomite roads (approx. 35 km) get gravel the next year.

Council requested staff to look for possible ways to save money with our gravel application. The current method of gravel application costs the municipality approximately \$458,000 on average per year (see attached cost analysis).

### Comments:

I have surveyed surrounding municipalities as to their practices and have found that those who have tried to reduce gravel applications are finding more frequent issues with road quality and in general road quality degradation. Gravel roads live or die by how and when you place gravel.

### Financial Considerations:

To address Council's request, I have compared the cost of our current practice of applying gravel every other year to applying gravel every third year to our roads (see attached cost analysis).

There is a slight cost advantage to applying gravel to roads every third year versus our current practice of every two years (under \$10,000 per year). These "savings", however, would quickly evaporate. That is, the road performance would decline by only having a gravel applied every third year instead of every second year. Road repairs would be more frequent and costly. In the short term, we may save money, but, in the long term it would likely cost us more. Also, road experts agree that thin, regular applications outperform heavy, infrequent applications. For this reason I do not support this or any other reduction(s) in our gravel application practices.

### ATTACHMENTS:

[Gravel Options](#)

Municipality of Brooke-Alvinston  
Gravel Application Options - Cost Analysis

OPTION 1 - CURRENT PRACTICE - EVERY OTHER YEAR APPLICATION																				
Roads	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			6 Year	Average
	Tonnes	Cost	Amount	Cost	Yearly															
North Roads	15,300	22.50	344,250	-	-	-	15,300	22.50	344,250	-	-	-	15,300	22.50	344,250	-	-	-	1,032,750	172,125
South Roads	-	-	-	12,500	22.50	281,250	-	-	-	12,500	22.50	281,250	-	-	-	12,500	22.50	281,250	843,750	140,625
Dolomite	-	-	-	8,300	35.00	290,500	-	-	-	8,300	35.00	290,500	-	-	-	8,300	35.00	290,500	871,500	145,250
			<u>344,250</u>			<u>571,750</u>			<u>344,250</u>			<u>571,750</u>			<u>344,250</u>			<u>571,750</u>	<u>2,748,000</u>	<u>458,000</u>

OPTION 2 - OPTIONAL PRACTICE - EVERY THIRD YEAR APPLICATION																				
Roads	Year 1			Year 2			Year 3			Year 1			Year 2			Year 3			6 Year	Average
	Tonnes	Cost	Amount	Cost	Yearly															
North Roads	24,000	22.50	540,000	-	-	-	-	-	-	24,000	22.50	540,000	-	-	-	-	-	-	1,080,000	180,000
South Roads	-	-	-	19,500	22.50	438,750	-	-	-	-	-	-	19,500	22.50	438,750	-	-	-	877,500	146,250
Dolomite	-	-	-	-	-	-	10,500	35.00	367,500	-	-	-	-	-	-	10,500	35.00	367,500	735,000	122,500
			<u>540,000</u>			<u>438,750</u>			<u>367,500</u>			<u>540,000</u>			<u>438,750</u>			<u>367,500</u>	<u>2,692,500</u>	<u>448,750</u>



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Arena Floor Fundraising Campaign  
**Meeting:** Council - 22 Jan 2026  
**Department:** Clerks  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That Council receive this report for information and that Council endorse the allocation of any surplus fundraising revenue from the Arena Floor Project in accordance with municipal priorities and established financial procedures.**

### Background:

The Arena Floor Project Fundraising is proceeding well with nearly 10% of the fundraising target reached. The Arena Floor Replacement Project will be funded in a 50% cost sharing allocation with \$1million being funded through the Community Sport and Recreation Fund (CSRIF) and the other through fundraising or the tax levy (if the fundraising target is not met). The defined amount of funding covers all associated costs, including materials and labour. Community fundraising efforts, sponsorships and donations will contribute toward the municipal portion of meeting this financial target.

### Comments:

In the event that fundraising efforts exceed the total required amount for the Arena Floor Replacement Project, any surplus funds may be directed toward additional community initiatives. These initiatives include:

- Existing infrastructure upgrades to the recreational facility
- Other projects that support local well-being and community development

The allocation of surplus funds will follow established municipal or organizational approval processes to ensure transparency, accountability, and alignment with community priorities.

### Financial Considerations:

The Arena Floor Project is estimated at \$2 million to complete.

\$1 million of the project has been awarded to the Municipality by the province, the Municipality must raise the remaining \$1 million either through fundraising or taxes.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Commercial Street Sponsorships  
**Meeting:** Council - 22 Jan 2026  
**Department:** Administration  
**Staff Contact:** Janet Denkers, Clerk Administrator

### Recommendation:

**That sponsorship of Christmas Street lights be advertised for a fee / year and that the names of sponsors be advertised on the municipal website and social media page; and that the fee for flower basket sponsorship be increased to \$110 / year .**

### Background:

Each year we are fortunate to have sponsorships for the hanging baskets that adorn the commercial areas in Brooke-Alvinston. We have sponsorship for approximately 45 baskets in Inwood and Alvinston.

At the Jan. 8, 2026 Council meeting, Councillor Redick inquired about purchasing new Christmas Lights for the same posts with potential sponsorships similar to the hanging basket program.

### Comments:

In Inwood, the decorations could be placed on Inwood Road.

In Alvinston the decorations could be placed on:

- Nauvoo Road from Railroad Street to Lorne Street
- River Street from Munro Honey to Lorne Street
- Centre Street from River Street to Walnut Street
- in the Community Centre Parking Lot

### Financial Considerations:

Hanging Baskets - we charge \$75 / basket / sponsor. The actual cost to purchase each basket is \$60 with \$48 in additional costs for a total of \$110 / planter. For full (or close to) cost recovery (less labour) the fee could be increased the fee to \$110 / year / sponsor to cover the costs of nameplates, fertilizer and watering

Street lights pricing is being sought. We would like to suggest a yearly sponsorship year / light post with a minimum 4 year sponsorship.

We are grateful to Bluewater Power for their generosity in installing and removing the lights yearly.



## Council Staff Report

**To:** Mayor Ferguson and members of council  
**Subject:** Shower upgrades for #3 Dressing Room  
**Meeting:** Council - 22 Jan 2026  
**Department:** Parks and Recreation  
**Staff Contact:** Greg Thornicroft, Parks & Recreation Manager

### Recommendation:

**That Council approve the proposed upgrade to Dressing Room # 3**

### Background:

An inquiry was made about reinstalling a previously housed shower in dressing room # 3.

Originally the facility had a "shared" shower for room 3 & 4. Renovations were done over time to open up the dressing rooms. Room 4 has a spacious shower area with 4 shower heads. Room 3 currently has 1 small shower. With the upgrade, there is room to increase shower space to 3. The copper lines are all still intact and the floor drain is operational. All that is required is a plumber to uncap and connect the lines and hook up the shower head(s). Staff would be able to repaint the area.

### Comments:

This could be a beneficial upgrade to the front dressing rooms and provide added accommodations or room for:

- 1) a gender neutral room
- 2) a new referee room
- 3) girls change room

If it was transformed to a referee room, the current referee room could be utilized for a gender neutral space or girls dressing room depending on the need.

### Financial Considerations:

It is estimated that the work to reinstall the shower in dressing room 3 would cost \$3k - \$5k. Should Council approve of this renovation, we will request funds be placed in the budget accordingly.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Canada Post Outlet  
**Meeting:** Council - 22 Jan 2026  
**Department:** Administration  
**Staff Contact:** Janet Denkers, Clerk Administrator

### **Recommendation:**

**That the report on Canada Post be received and filed.**

### **Background:**

The Municipality assumed the operation of the Canada Post outlet in September 2012 after the previous operator chose to discontinue service and no other businesses in the Alvinston commercial area expressed interest in assuming it.

Since then, the outlet has been well received by residents and the Municipality.

Councillor Redick inquired about the possibility of relocating the outlet from the Municipality to another downtown business. Her request stemmed from the desire to save the municipality money and to assist other downtown businesses since, in her assessment, downtown foot traffic has decreased since the Legion has relocated.

The current agreement is evergreen meaning it does not expire but continues until such time Canada Post or the Municipality gives 180 days notice.

### **Comments:**

Incorporating the outlet into the municipal office has been a welcomed opportunity. The traffic entering for Canada Post compliments the municipal business. It is a one stop shop for bill payments and parcel pick ups.

Having the Canada Post outlet in the municipal office is not only convenient for municipal purposes and the preparation of registered mail, tax bills, newsletters etc., it allows us to offer knowledgeable staff that are able to process all Canada Post transactions including money orders, pay safe cards, money grams, phone cards, proof of identity etc. It also ensures good continuity for the Postal Service.

### **Financial Considerations:**

In 2025 the past three years, the municipality has netted over \$13,000 per year from the Postal Outlet Service Agreement.

These revenues assist in covering our front office staff wages. If the outlet was relocated to another business, this amount would need to be raised by the taxes.

The Municipality also receives \$9,500 annually from Canada Post for rental of the sorting space and postal boxes.

Similarly, the Municipality has:

- an agreement with Early ON and receives \$5,100 annually for a portion of rental of the upstairs 4th floor to the Early On program which is used 1 day per week, and
- an agreement with BMO for rental of the vestibule for their ATM that provides \$7,200 in annual revenues

It would be a poor business decision to end our agreements with any of the above noted-organizations, including Canada Post, as the lost revenues would only mean higher taxes since there would be very minimal savings realized by ending any of our agreements.



## Council Staff Report

**To:** Mayor Ferguson and Members of Council  
**Subject:** Stormwater User Fee - Alvinston and Inwood Urban Areas  
**Meeting:** Council - 22 Jan 2026  
**Department:** Treasury  
**Staff Contact:** Stephen Ikert, Treasurer

### Recommendation:

**That Council approve the introduction of a modest Stormwater User Fee applicable within the urban settlement areas of Alvinston and Inwood, effective January 1, 2026.**

### Background:

The purpose of this report is to provide Council with a straightforward and appropriate option to fund stormwater drainage infrastructure within the urban areas of Alvinston and Inwood in a fair manner.

The Municipality of Brooke-Alvinston owns and maintains stormwater drainage infrastructure within the settlement areas of Alvinston and Inwood. This infrastructure exists to manage rainfall, protect roads and properties, and reduce flooding during storm events.

At present, stormwater costs are funded through the general tax levy. As a result, these costs are shared by all taxpayers across the municipality, including rural residents who do not receive storm sewer service and whose properties generate no runoff to the municipal system.

Rural properties pay for any stormwater drainage through charges assessed under the Drainage Act. On occasion, urban properties are also assessed charges under the drainage act. These charges are normally minimal and related to water coming from an urban storm system that outlets into a Municipal Drain covered under the Drainage Act.

Urban residents already fund Water, Wastewater, and other services that solely benefit them. Urban Area Stormwater systems should be funded in a similar manner.

Council has previously expressed interest in ensuring that municipal services are funded in a manner that is fair, understandable, and reflective of actual service areas and has directed staff to provide a report on a stormwater fee for our urban settlement areas.

### Comments:

In recent years, the municipality has spent over \$2.5 million on urban Stormwater and related infrastructure capital costs. More stormwater infrastructure improvements are needed and planned for in the coming years as well. Meanwhile the taxes collected in these urban areas are insufficient to cover these expenditures so rural residents end up sharing in these costs.

A **simple annual stormwater fee** is recommended within the urban settlement areas of Alvinston and Inwood.

This approach is intentionally modest and practical:

- It avoids complex calculations or property measurements
- It reflects the small scale of the municipal system
- It minimizes administrative costs
- It is easy for residents to understand

All urban properties benefit from the stormwater system through improved drainage, road protection, and reduced risk of localized flooding.

The proposed Stormwater Fee applies only to Alvinston and Inwood properties and does not apply to rural properties.

### **Financial Considerations:**

There are two possible simple methods for collecting stormwater fees:

#### **Option 1**

A Flat fee per property based on the Tax Class the property is taxed in Municipal Tax purposes:

Under this method, the proposed annual storm water fee would be initially set at:

- \$50 per Residential property,
- \$300 per Multi-residential property,
- \$250 per Commercial, Industrial property or similar property,
- Tax Exempt properties would not be charged,
- If a property is taxed in more than one Tax Class, then the higher Tax Class charge would be applied.

#### **Option 2**

Fund Fees through our current Special Area Rates for Alvinston and Inwood urban areas:

Under this method:

- Council would set an annual amount to be raised (E.g. \$40,000 total - \$32,000 for Alvinston and \$8,000 for Inwood), as recommended by staff.
- The amount each property would pay would be calculated based on each property's Tax Class and Assessed Value (as determined by MPAC).
- Properties with higher assessed values would pay more than properties with lower assessed values in the same Tax Class.
- Properties assessed Commercial and Industrial taxes would pay more than similarly assessed properties in the Residential Tax Class.
- This is the current way properties are assessed for Urban Street Lighting and Weekly Garbage Collection.

Under either method, these fees would result in roughly \$40,000 (or whatever amount Council deems appropriate) being collected annually for both Alvinston and Inwood urban areas combined. All revenue would be placed in a dedicated stormwater a fund and used solely for stormwater related purposes.

### **Recommendation**

Option 2 - Funding Stormwater Infrastructure through our existing Special Area charges is the preferred option since:

- Residents are already familiar with these charges for street lighting and garbage collection.

- It is easy to administer. Council/staff set the amount to be raised and the Tax Rate is calculated and charged automatically on Taxes.
- Billing this way would eliminate billing errors because under the Flat Fee method:
  - staff would have to determine which properties are assessed under which Tax Class and assign the appropriate fee;
  - the fees would then have to be added to each property to be billed;
  - if a property changes Tax Class then staff would have to change the fee;
  - because of this, there is a potential for errors in billing to occur.

### **Other Comments**

The stormwater fees would be billed annually on the regular tax bills. The fees would be reviewed periodically as part of the annual budget. No additional staff or specialized software would be required.

Any new fee requires explanation. Should Council approve this approach, staff will prepare a public notice to go out with the interim tax bills. This notice will explain why the fee is being introduced, and will emphasize fairness, modest cost, and local benefit.

A new by-law would have to be prepared and approved by Council before the fee could be charged.

### **Alternatives Considered**

- Continue to fund through Taxes - this option maintains the current situation, where rural taxpayers continue to fund infrastructure that serves urban areas.
- More complex fee structure - more detailed models such as based on the size of property or the size of buildings on the property were considered but are not recommended given the Municipality's size and desire to keep administration simple and transparent.



# Council Staff Report

**To:** Mayor Ferguson and Council  
**Subject:** Brooke Fire Rescue quarterly and annual response data report  
**Meeting:** Council - 22 Jan 2026  
**Department:** Fire Department  
**Staff Contact:** Steve Knight, Fire Chief

## Recommendation:

**Request to receive and file**

## Background:

Quarterly Brooke Fire activity report and annual response data

## Comments:

Critical indicators still indicate the readiness of the department.

BFR chute times (from the time of contact from the Central Ambulance Communications Centre CACC) to the time the first apparatus leaves the fire station average is under 4 minutes.

BFR response times (from the time the apparatus leaves the station to arrival on scene) continue to be very good.

BFR attendance/staffing to responses is also very good regardless of time of day, average attendance per response is 14 firefighters.

## Response Data - January 1 – December 31, 2025.

structure fire	6	
vehicle fire	3	
Brush fire	3	
Fire – mutual aid	5	17
alarm	7	
gas leak, smell of gas	1	
medical	13	
MVC	11	
Hydro related	5	37
<b>Total Responses</b>		<b>54</b>

## Response Locations

### 54 responses

37 Brooke-Alvinston

7 Southwest Middlesex

7 Dawn Euphemia

3 Mutual Aid –Warwick (1), Oil Springs (1), Kerwood (1)

### **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.

Part 3 of the training facility has begun, 20' sea-can donated by Dawn-Euphemia Fire has been moved to the hall. Conclusion in spring 2026 depending on budgets.

### **ELFTG**

Joint fire training program with candidates from Brooke Fire Rescue (4), Warwick Fire Department (Warwick (2) and Watford (2) Stations) and Oil Springs Fire Department (4) for NFPA 1001 Firefighter 1 + 2 concluded on November 6th at the Lambton College Burn Building

Provincial testing scheduled was completed on December 6th

Training continues in January and February 2026 with NFPA 1072 Hazardous Materials Awareness and Operations with provincial testing in March 2026

### **Public Education / Community Service / Special Events – Q4**

Christmas for Everyone

Alvinston Christmas Celebration

Remembrance Day

### **2025 Fire Protection Grant**

Grant submitted to the OFM in August and approved in December

Grant funds are not in place of operations or capital budget requirements

**Maximum Funds available - \$16,000**

**Grant request - \$13,882**

#### **Project Information**

##### **Project Name**

Project #1 – Cancer Prevention supplies – Hazard mitigation for on scene, at home and PPE decontamination.

Project #2 – Cancer Prevention – minor infrastructure – Hazard mitigation efficiency through automation.

Project #3 - Lithium-Ion Incident Response – equipment and supplies – Hazard recognition and mitigation through increasing rural and urban operational capabilities.

##### **Project Summary**

[Project #1 – Cancer Prevention supplies –There are 3 components to this grant request,](#)

[1\)Purchase a supply of Fire wipes for on-scene mitigation of cancer-causing elements for use by each firefighter; 2\) Provide at home mitigation for firefighters unable to shower at the firehall through purchase of Sootsoap Decon Duo bundle for each firefighter; 3\) Purchase 2 X 20L containers of approved PPE soap for use in the FD extractor dispenser to ensure consistent level of decontamination for all PPE.](#)

Project #2 – Cancer Prevention – minor infrastructure – Purchase and installation of a soap dispensing pump on the Gear Extractor to ensure consistent level of decontamination for all PPE.

Project #3 - Lithium-Ion Incident Response – equipment and supplies - There are 2 components to this grant request, 1) Purchase L-ion specific efireX extinguishing agent for foam eductor and other application methods and techniques for where rural water operations are required, and 2) purchase of a piercing nozzle system for EV operations where water supply is not an issue.

##### **Project Description**

Project #1 – Cancer Prevention supplies –1) Provide for individual firefighter on-scene mitigation of cancer-causing elements by use of Fire wipes; 2) Provide for at home mitigation for firefighters unable to shower at the firehall through provision of Sootsoap Decon Duo bundle for each firefighter; 3) Provide correct product for use in the gear extractor dispenser to ensure consistent level of decontamination of all PPE

Project #2 – Cancer Prevention – minor infrastructure – Purchase and installation of a soap dispensing pump on the Gear Extractor to ensure the provision of consistent level of cleaning agent for decontamination of PPE.

Project #3 - Lithium-Ion Incident Response – equipment and supplies - 1) Purchase L-ion specific efireX extinguishing agent for foam eductor and other application methods and techniques for where rural water operations are required, and 2) purchase of a piercing nozzle system for EV operations where water supply is not an issue.

**Project Objectives**

Project #1 – Cancer Prevention supplies – To provide hazard mitigation in 3 vital areas, on-scene mitigation for each firefighter by reducing exposure to cancer-causing elements by use of Fire wipes, at home mitigation for firefighters unable to shower at the firehall through provision of a Sootsoap Decon Duo bundle for each firefighter and use of the manufacturers specified soap for use in the gear extractor dispenser to ensure consistent level of decontamination of firefighting PPE.

Project #2 – Cancer Prevention – minor infrastructure – Automation via a dispenser on the extractor ensures a consistent level of decontamination when cleaning PPE in house.

Project #3 - Lithium-Ion Incident Response – equipment and supplies – To establish and increase response capabilities in controlling and extinguishing all locations of EV and L-Ion battery fires by foam eductor and other application methods and techniques when rural water operations are required, and for all urban EV fire and battery operations where water supply is not an issue.

**Budget**

**Project 1 Cancer Prevention - Equipment and Supplies**

Firewipes 2 X 400	\$440
SootSoap DeconDuo x 32	\$1920
Groves PPE cleaner 2 X 20L	\$688
	\$3048.00

**Project 2 Cancer Prevention - Minor Infrastructure**

Seko soap dispensing pump with wiring harness + remote control	\$756.00	\$756.00
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**Project 3 Lithium-Ion Incident Response - Equipment and Supplies**

<i>efirex</i> extinguishing agent 6 X 20 L totes; 4 X 9L extinguisher;4 X 2L extinguisher	\$7056.00
TFT piercing nozzle system	\$3022.00

**Total Expenditures \$13,882.00**

**Equipment / Apparatus**

All equipment and apparatus in working order

**Administration / Personnel**

4 probationary firefighters added to the in-service roster

2 probationary firefighters have been added

4 student firefighters have been added

BFR Platoon structure has been modified to reflect changes to the Leadership structure

Roster is currently at 34 - 1 PT Chief, 1 Operations Chief, 1 Health + Safety Officer, 1 Training Officer, 1

Public Educator, 4 Captains, 19 Firefighters, (include 2 Probationary Firefighters) and 4 Student Firefighters.

**Financial Considerations**

All purchasing through budgeted funds.

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

**BY-LAW NUMBER 38 of 2025**

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

WHEREAS the requisite number of owners have petitioned the Council of the Municipality of Brooke-Alvinston in the County of Lambton in accordance with the provisions of the *Drainage Act*, requesting that the following lands and roads be drained by a drainage works known as the "12<sup>th</sup> Concession Drain" in the Municipality of Brooke-Alvinston;

AND WHEREAS, the Council of the Municipality of Brooke-Alvinston in the County of Lambton has procured a report made by R. Dobbin Engineering Inc. dated September 8, 2025;

AND WHEREAS the estimated cost of constructing the drainage works is \$95,575.00;

AND WHEREAS \$23,476.00 is the amount to be contributed by the Municipality for construction of the drainage works;

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

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

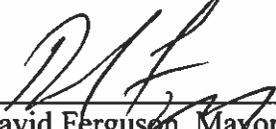
1. The report dated September 8, 2025 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Municipality of Brooke-Alvinston may borrow on the credit of the Corporation the amount of \$95,575.00, being the amount necessary for construction of the drainage works.  
  
(2) The Corporation may issue debentures for the amount borrowed less the total amount of,
  - (a) grants received under section 85 of the Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;
  - (c) money paid under subsection 61(3) of the Act; and
  - (d) money assessed in and payable by another municipality,
 and such debenture shall be made payable within five years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by the Ontario Government for tile loans on the date of sale of such debentures.
3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the report to be collected in the same manner and at the same time as other taxes are collected in each year for five years after the passing of this by-law.
4. For paying the amount of \$23,476.00 being the amount assessed upon the lands and roads belonging to or controlled by the Municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Municipality of Brooke-Alvinston in each year for one year after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.

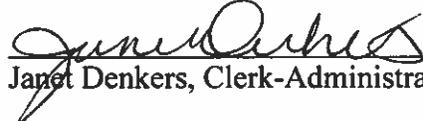
- 5. All assessments of \$2,500.00 or less are payable in the first year in which the assessment is imposed.
- 6. This by-law comes into force on the passing thereof and may be cited as "12<sup>th</sup> Concession Drain By-law".

FIRST READING October 23, 2025

SECOND READING October 23, 2025

Provisionally adopted this 23 day of October, 2025.

  
 \_\_\_\_\_  
 David Ferguson, Mayor

  
 \_\_\_\_\_  
 Janet Denkers, Clerk-Administrator

THIRD READING \_\_\_\_\_, 2025.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 David Ferguson, Mayor

\_\_\_\_\_  
 Janet Denkers, Clerk-Administrator

THE CORPORATION OF THE MUNICIPALITY OF BROOKE-ALVINSTON

BY-LAW NUMBER 8 OF 2026

Being a By-law to Confirm the Resolutions and Motions of the Corporation of the Municipality of Brooke-Alvinston which were adopted up to and including January 22, 2026

WHEREAS it has been expedient that from time to time, the Council of the Corporation of the Municipality of Brooke-Alvinston should enact by resolution or motion of Council;

AND WHEREAS it is deemed advisable that all such actions which have been adopted by resolution or motion of Council only, should be authorized by By-law;

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

THAT all actions of Council which have been authorized by a resolution or motion of Council and adopted in open Council and that were recorded in the minutes of Council or the minutes of a Committee of Council and accepted by Council up to and including January 22, 2026 be hereby confirmed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 22<sup>nd</sup> day of JANUARY, 2026

\_\_\_\_\_  
David Ferguson, Mayor

\_\_\_\_\_  
Janet Denkers, Clerk Administrator